

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas
William C. McMaster, III, Circuit Court Judge

Appellate Case No. 2025-002264
Case No. 2025-CP-23-01757
Case No. 2025-CP-23-01759

RECEIVED

Jul 28 2026

SC Court of Appeals

Kimberly Haag, Individually and as
Personal Representative of the Estate
of Raymond Zeigler,..... Respondent,

v.

Carlyle Senior Care of Fountain Inn,
LLC; Carlyle Senior Care Management
Company, Inc.; New Day Health Ventures,
LLC; LARK of Fountain Inn, LLC; Fountain
Inn Healthcare, LLC d/b/a Fountain Inn Post
Acute; Providence Group, Inc.; Providence
Administrative Consulting Services, Inc.;
PACS Group, Inc.; PACS Holdings, LLC;
and 501 Gulliver Property, LLC,..... Appellants.

RECORD ON APPEAL

VOLUME I OF IV

[COUNSEL OF RECORD LISTED ON FOLLOWING PAGE]

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¹ The South Carolina Court of Appeals consolidated notices of appeal originating from two separately filed civil actions involving the same parties and same underlying facts. The first is the Plaintiff/Respondent’s civil action alleging a survival cause of action, which is indexed in the Greenville County Court of Common Pleas as C/A No. 2025-CP-23-01757 (hereinafter “Survival Action” or “SA”).

² The second civil action is the Plaintiff/Respondent’s civil action alleging a wrongful death cause of action, which is indexed in the Greenville County Court of Common Pleas as C/A No. 2025-CP-23-01759 (hereinafter “Wrongful Death” or “WD”).

³ “Carlyle Defendants” or “Carlyle Appellants” refers to the following above-named Appellants: (1) Carlyle Senior Care of Fountain Inn, LLC; (2) Carlyle Senior Care Management Company, Inc.; (3) New Day Health Ventures, LLC; and (4) LARK of Fountain Inn, LLC.

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⁴ Many of the Parties’ filings were identical for the WD and SD Actions as they relate to arbitration. The only substantive difference between any and all contemporaneously filed motions, memoranda, or attached exhibits of a Party is the electronic filing stamp of the Greenville County Clerk of Court, which notates the civil case number unique to the SA action or separately filed WD action.

⁵ “Fountain Inn Defendants” or “Fountain Inn Appellants” refers to the following above-named Appellants: (1) Fountain Inn Healthcare, LLC d/b/a Fountain Inn Post Acute; (2) Providence Group, Inc.; (3) Providence Administrative Consulting Services, Inc.; (4) PACS Group, Inc.; (5) PACS Holdings, LLC; and (6) 501 Gulliver Property, LLC.

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FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Greenville
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2025CP2301757

Kimberly Haag et al
PLAINTIFF(S)

Carlyle Senior Care Of Fountain Inn LLC et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

This matter came before the Court on September 19, 2025. Matthew Christian was present on behalf of the Plaintiff. Ashley Heslop was present on behalf of Defendants Carlyle Senior Care of Fountain Inn, LLC, Carlyle Senior Care Management Company, Inc., New Day Health Ventures, LLC, and LARK of Fountain Inn, LLC. Nicholas Stewart was present on behalf of Defendants Fountain Inn Healthcare d/b/a Fountain Inn Post Acute, Providence Group, Inc., Providence Administrative Consulting Services, Inc., PACS Group, Inc., PACS Holdings, LLC, and 501 Gulliver Property, LLC. After careful consideration of the arguments of the parties and the materials filed, Defendants' Motion to Dismiss, Stay Litigation, and Compel Arbitration is DENIED. The parties shall have 30 days to engage in jurisdictional discovery. At the conclusion of those 30 days, this matter may be reset if deemed appropriate.

It is so Ordered.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 09/22/2025 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Greenville Common Pleas

Case Caption: Kimberly Haag , plaintiff, et al vs. Carlyle Senior Care Of Fountain Inn LLC , defendant, et al

Case Number: 2025CP2301757

Type: Order/Electronic Form 4

So Ordered

William C. McMaster, III

Electronically signed on 2025-09-22 14:45:02 page 3 of 3

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Greenville
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JUDGMENT IN A CIVIL CASE

CASE NO. 2025CP2301759

Kimberly Haag et al
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Greenville Common Pleas

Case Caption: Kimberly Haag , plaintiff, et al vs. Carlyle Senior Care Of Fountain Inn LLC , defendant, et al

Case Number: 2025CP2301759

Type: Order/Electronic Form 4

So Ordered

William C. McMaster, III

Electronically signed on 2025-09-22 14:44:01 page 3 of 3

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STATE OF SOUTH CAROLINA
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Carlyle Senior Care Of Fountain Inn LLC et al
DEFENDANT(S)

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IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

See page 2 for the Court's Order.

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Defendants' Motions to Reconsider were filed with this Court on October 2 and October 9, 2025. After careful consideration of the filings of counsel, the Motions to Reconsider are GRANTED in part and DENIED in part.

In the Court's Order dated September 22, 2025, the Court used the term "reset." This term was meant to reflect the Court's intent to allow Defendants to refile their Motion to Compel Arbitration at the conclusion of jurisdictional discovery for a hearing on the merits.

Further, the parties shall have an additional 45 days from the date of this Order to continue engaging in jurisdictional discovery.

It is so Ordered.



Greenville Common Pleas

Case Caption: Kimberly Haag , plaintiff, et al vs. Carlyle Senior Care Of Fountain Inn LLC , defendant, et al

Case Number: 2025CP2301757

Type: Order/Electronic Form 4

So Ordered

William C. McMaster, III

Electronically signed on 2025-10-24 14:16:34 page 3 of 3

FORM 4

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E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

Defendants' Motions to Reconsider were filed with this Court on October 2 and October 9, 2025. After careful consideration of the filings of counsel, the Motions to Reconsider are GRANTED in part and DENIED in part.

In the Court's Order dated September 22, 2025, the Court used the term "reset." This term was meant to reflect the Court's intent to allow Defendants to refile their Motion to Compel Arbitration at the conclusion of jurisdictional discovery for a hearing on the merits.

Further, the parties shall have an additional 45 days from the date of this Order to continue engaging in limited, jurisdictional discovery.

It is so Ordered.



Greenville Common Pleas

Case Caption: Kimberly Haag , plaintiff, et al vs. Carlyle Senior Care Of Fountain Inn LLC , defendant, et al

Case Number: 2025CP2301759

Type: Order/Electronic Form 4

So Ordered

William C. McMaster, III

Electronically signed on 2025-10-24 14:15:44 page 3 of 3

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	C.A. No.: 2025-CP-25-_____
	)	
Kimberly Haag, Individually and as	)	
Personal Representative of the Estate	)	
of Raymond Zeigler,	)	
	)	
Plaintiff,	)	SUMMONS
	)	(Jury Trial Demanded)
v.	)	(Survival Action)
	)	
Carlyle Senior Care of Fountain Inn,	)	
LLC, Carlyle Senior Care	)	
Management Company, Inc., New	)	
Day Health Ventures, LLC, LARK of	)	
Fountain Inn, LLC, Fountain Inn	)	
Healthcare, LLC d/b/a Fountain Inn	)	
Post Acute, Providence Group, Inc.,	)	
Providence Administrative Consulting	)	
Services, Inc., PACS Group, Inc.,	)	
PACS Holdings, LLC, and 501	)	
Gulliver Property, LLC,	)	
	)	
Defendant(s).	)	
_____	)	

TO THE DEFENDANT(S) ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your Answer to the said Plaintiff upon the subscriber, at his office at 1007 East Washington Street, Greenville, South Carolina, within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

CHRISTIAN & CHRISTIAN
Attorneys at Law
Post Office Box 332
Greenville, South Carolina 29602
(864) 232-7363

s/Matthew W. Christian

Matthew W. Christian
Attorney for Plaintiff
S.C. Bar No.: 70516

Greenville, South Carolina
Date: March 18, 2025

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	C.A. No.: 2025-CP-25-_____
	)	
Kimberly Haag, Individually and as	)	
Personal Representative of the Estate	)	
of Raymond Zeigler,	)	
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Plaintiff,	)	COMPLAINT
	)	(Jury Trial Demanded)
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Carlyle Senior Care of Fountain Inn,	)	
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Post Acute, Providence Group, Inc.,	)	
Providence Administrative Consulting	)	
Services, Inc., PACS Group, Inc.,	)	
PACS Holdings, LLC, and 501	)	
Gulliver Property, LLC,	)	
	)	
Defendant(s).	)	

The Plaintiff would show this Honorable Court the following:

1. At all times relevant herein, Kimberly Haag is and was the daughter of Raymond Zeigler and is the duly appointed Personal Representative of the Estate of Raymond Zeigler, who at the time of his death was a resident of Greenville County, South Carolina. The Estate is administered through the Probate Court of Greenville County, South Carolina.

2. That Defendant Carlyle Senior Care of Fountain Inn, LLC (hereinafter “Carlyle Senior Care of Fountain Inn”) is a business organized and existing under the laws of the State of South Carolina. At all times relevant herein, this Defendant is and was a business which employs and/or contracts for their employment of physicians,

nurses, therapists, and related staff to provide healthcare services to patients and operates nursing home facilities in the State of South Carolina. This business holds itself out as being highly capable and highly skilled at providing physician services, nursing services, long term care, rehabilitative services to the public at large and persons such as Raymond Zeigler. This Defendant owns and/or leases property, advertises, maintains agents, and transacts business deriving substantial revenue therefrom in Greenville County, South Carolina, both through its individual actions and in connection with its affiliated and/or parent and/or subsidiary entities of Carlyle Senior Care of Fountain Inn. At all times relevant herein, agents, employees, servant and apparent agents of facility name acted on behalf of themselves and/or on behalf of Carlyle Senior Care of Fountain Inn. Further Carlyle Senior Care of Fountain Inn acted on behalf of itself and on behalf of Carlyle Senior Care Management Company, Inc., New Day Health Ventures, LLC, and LARK of Fountain Inn, LLC.

3. That Defendant Carlyle Senior Care Management Company, Inc. (hereinafter “Carlyle Senior Care Management Company”) is a business organized and existing under the laws of the State of South Carolina. This Defendant owns and/or leases property, advertises, maintains agents, and transacts business, deriving substantial revenue therefrom, in Greenville County, South Carolina both through its individual actions and through those of its subsidiaries, affiliates, and parent companies. Furthermore, at all times relevant herein, agents, employees, servants and apparent agents of Carlyle Senior Care Management Company acted on behalf of themselves and/or on behalf of Carlyle Senior Care of Fountain Inn, Carlyle Senior Care Management Company, Inc., New Day Health Ventures, LLC, and LARK of Fountain Inn, LLC.

Defendant Carlyle Senior Care Management is and was a business which either, directly or indirectly, provided nursing home services in conjunction with its subsidiary, Carlyle Senior Care of Fountain Inn. At all times relevant herein, Carlyle Senior Care Management Company used its position to control the management, operation, funding, and staffing at facility name, all of which directly affected resident care such as Raymond Zeigler's.

4. That Defendant New Day Health Ventures, LLC (hereinafter "New Day") is a business organized and existing under the laws of the State of South Carolina. This Defendant owns and/or leases property, advertises, maintains agents, and transacts business, deriving substantial revenue therefrom, in Greenville County, South Carolina both through its individual actions and through those of its subsidiaries, affiliates, and parent companies. Furthermore, at all times relevant herein, agents, employees, servants and apparent agents of New Day acted on behalf of themselves and/or on behalf of Carlyle Senior Care of Fountain Inn, Carlyle Senior Care Management Company, New Day Health Ventures, LLC, and LARK of Fountain Inn, LLC. Defendant New Day is and was a business which either, directly or indirectly, provided nursing home services in conjunction with its subsidiary, Carlyle Senior Care of Fountain Inn. At all times relevant herein, Carlyle Senior Care Management Company used its position to control the management, operation, funding, and staffing at facility name, all of which directly affected resident care such as Raymond Zeigler's.

5. That Defendant Fountain Inn Healthcare, LLC d/b/a Fountain Inn Post Acute (hereinafter "Fountain Inn Healthcare") is a business organized and existing under the laws of the State of South Carolina. Upon information and belief, this Defendant and

its related corporate, management, parent, and affiliate companies became the operators of the facility previously known as Carlyle Senior Care of Fountain Inn, LLC. At all times relevant herein, this Defendant is and was a business which employs and/or contracts for their employment of physicians, nurses, therapists, and related staff to provide healthcare services to patients and operates nursing home facilities in the State of South Carolina. This business holds itself out as being highly capable and highly skilled at providing physician services, nursing services, long term care, rehabilitative services to the public at large and persons such as Raymond Zeigler. This Defendant owns and/or leases property, advertises, maintains agents, and transacts business deriving substantial revenue therefrom in Greenville County, South Carolina, both through its individual actions and in connection with its affiliated and/or parent and/or subsidiary entities of Fountain Inn Healthcare. At all times relevant herein, agents, employees, servant and apparent agents of facility name acted on behalf of themselves and/or on behalf of Fountain Inn Healthcare. Further Fountain Inn Healthcare acted on behalf of itself and on behalf of Providence Group, Inc., Providence Administrative Consulting Services, Inc., PACS Group, Inc., PACS Holdings, LLC, and 501 Gulliver Property, LLC.

6. That Defendant Providence Group, Inc. (hereinafter "Providence Group") is a business organized and existing under the laws of a state other than the State of South Carolina. This Defendant owns and/or leases property, advertises, maintains agents, and transacts business, deriving substantial revenue therefrom, in Greenville County, South Carolina both through its individual actions and through those of its subsidiaries, affiliates, and parent companies. Furthermore, at all times relevant herein, agents, employees, servants and apparent agents of Providence Group acted on behalf of

themselves and/or on behalf of Fountain Inn Healthcare, Providence Administrative Consulting Services, Inc., PACS Group, Inc., PACS Holdings, LLC, and 501 Gulliver Property, LLC. Defendant Providence Group is and was a business which either, directly or indirectly, provided nursing home services in conjunction with its subsidiary, Fountain Inn Healthcare. At all times relevant herein, Providence Group used its position to control the management, operation, funding, and staffing at Fountain Inn Healthcare, all of which directly affected resident care such as Raymond Zeigler's.

7. That Defendant Providence Administrative Consulting Services, Inc. (hereinafter "Providence Administrative Consulting") is a business organized and existing under the laws of a state other than the State of South Carolina. This Defendant owns and/or leases property, advertises, maintains agents, and transacts business, deriving substantial revenue therefrom, in Greenville County, South Carolina both through its individual actions and through those of its subsidiaries, affiliates, and parent companies. Furthermore, at all times relevant herein, agents, employees, servants and apparent agents of Providence Administrative Consulting acted on behalf of themselves and/or on behalf of Fountain Inn Healthcare, Providence Group, Inc., PACS Group, Inc., PACS Holdings, LLC, and 501 Gulliver Property, LLC. Defendant Providence Administrative Consulting is and was a business which either, directly or indirectly, provided nursing home services in conjunction with its subsidiary, Fountain Inn Healthcare. At all times relevant herein, Providence Administrative Consulting used its position to control the management, operation, funding, and staffing at Fountain Inn Healthcare, all of which directly affected resident care such as Raymond Zeigler's.

8. That Defendant PACS Group, Inc. (hereinafter “PACS Group”) is a business organized and existing under the laws of a state other than the State of South Carolina. This Defendant owns and/or leases property, advertises, maintains agents, and transacts business, deriving substantial revenue therefrom, in Greenville County, South Carolina both through its individual actions and through those of its subsidiaries, affiliates, and parent companies. Furthermore, at all times relevant herein, agents, employees, servants and apparent agents of PACS Group acted on behalf of themselves and/or on behalf of Fountain Inn Healthcare, Providence Group, Inc., Providence Administrative Consulting, PACS Holdings, LLC, and 501 Gulliver Property, LLC. Defendant PACS Group is and was a business which either, directly or indirectly, provided nursing home services in conjunction with its subsidiary, Fountain Inn Healthcare. At all times relevant herein, PACS Group used its position to control the management, operation, funding, and staffing at Fountain Inn Healthcare, all of which directly affected resident care such as Raymond Zeigler’s.

9. That Defendant PACS Holdings, LLC (hereinafter “PACS Holdings”) is a business organized and existing under the laws of a state other than the State of South Carolina. This Defendant owns and/or leases property, advertises, maintains agents, and transacts business, deriving substantial revenue therefrom, in Greenville County, South Carolina both through its individual actions and through those of its subsidiaries, affiliates, and parent companies. Furthermore, at all times relevant herein, agents, employees, servants and apparent agents of PACS Holdings acted on behalf of themselves and/or on behalf of Fountain Inn Healthcare, Providence Group, Inc., Providence Administrative Consulting, PACS Group, Inc., and 501 Gulliver Property,

LLC. Defendant PACS Holdings is and was a business which either, directly or indirectly, provided nursing home services in conjunction with its subsidiary, Fountain Inn Healthcare. At all times relevant herein, PACS Holdings used its position to control the management, operation, funding, and staffing at Fountain Inn Healthcare, all of which directly affected resident care such as Raymond Zeigler's.

10. Defendant LARK of Fountain Inn, LLC (hereinafter "LARK") and Defendant 501 Gulliver Property, LLC (hereinafter "501 Gulliver Property") are businesses incorporated in the State of South Carolina. That Defendant 501 Gulliver Property purchased from Defendant LARK the real estate, lease, facility, building, personal property, and equipment where Carlyle Senior Care of Fountain Inn operated its skilled nursing facility and rehabilitative facility on March 23, 2023. That Defendant 501 Gulliver Property is successor in interest to Defendant LARK. That these Defendants have controlled and managed Defendants' Facility through management agreements, leasing agreements, purchase agreements, subleasing agreements, and in other ways. That further, these Defendants have charged and continue to charge Defendants' Facility exorbitant rents, leases, and fees such that they have undercapitalized, underfunded, and understaffed Defendants' Facility to the extent that it affected resident/patient care such as that of Raymond Zeigler. These Defendants are directly liable for their own tortious acts both outside and inside the State of South Carolina, proximately and directly causing injuries to Raymond Zeigler.

11. That on or about March 2023, Defendants Fountain Inn Healthcare, LLC d/b/a Fountain Inn Post Acute, Providence Group, Inc., Providence Administrative Consulting Services, Inc., PACS Group, Inc., and PACS Holdings, LLC purchased the

skilled nursing facility which is the subject of this action from Defendants Carlyle Senior Care of Fountain Inn, LLC, Carlyle Senior Care Management Company, Inc., and New Day Health Ventures, LLC. Defendants Fountain Inn Healthcare, Providence Group, Inc., Providence Administrative Consulting Services, Inc., PACS Group, Inc., and PACS Holdings, LLC assumed the ownership, management, operation, and control of the facility and became successors in interest of the facility. Plaintiff alleges injuries which occurred both before and after this transfer of ownership, management, operation and control. As a result, all Defendants combined and contributed to Plaintiff's injuries and damages. Therefore, the skilled nursing facility which is the subject of this action shall be collectively referred to hereinafter as "Defendants' Facility".

12. Raymond Zeigler was admitted to Defendants' Facility on or about December 22, 2022 for rehabilitation after a hospitalization for kidney stones.

13. At or near the time of Raymond Zeigler's admission to Defendants' Facility, Defendants knew or should have known that Raymond Zeigler was at risk for falls and injuries.

14. Defendants failed to adequately assess and care plan Raymond Zeigler to identify and implement interventions to prevent him from falling or suffering injuries.

15. That further, Defendants failed to provide adequate levels of assistance to Raymond Zeigler to prevent falls.

16. That as a direct and proximate result, Raymond Zeigler suffered from multiple falls during his admission to Defendants' Facility.

17. Among those falls include a fall on February 3, 2023. The note, which was a late entry, reflects that Raymond Zeigler was found lying on the floor on his right side

and that staff assisted him back to his wheelchair. Staff further noted that he was confused.

18. The note reflects that eventually staff moved Raymond Zeigler to his bed and noted that he had a laceration to the top right side of his scalp, skin tear to his right elbow, and pain at a six out of ten with limited range of motion in his right leg.

19. Raymond Zeigler was eventually transported to the hospital where it was noted that he had obvious deformity to his right hip and was in significant pain. He was diagnosed with a right intertrochanteric fracture (hip fracture) and subsequently was admitted to the hospital and underwent surgery for the fractured hip.

20. That in addition to this fall, Raymond Zeigler suffer with multiple other falls, including other falls that resulted in lacerations to his head and lacerations about his body.

21. The falls were preventable, and as a direct and proximate result of Defendants' negligence and failure to properly and timely assess, care plan, reassess, and implement interventions.

22. That in addition to the injuries identified hereinabove, Raymond Zeigler also suffered with multiple urinary tract infections requiring treatment due to Defendants' failure to properly and timely provide perineal care, catheter care, cleanliness, infection prevention, and dehydration prevention.

23. That the Defendants were aware of the failures to provide adequate care as described above and below and were aware of residents such as Raymond Zeigler and knew that the failures existed at the facility resulting from the decisions made by the Defendants to purposely understaff and underfund the facility in a way that would

maximize corporate profits for the Defendants rather than provide adequate and proper care to the residents such as Raymond Zeigler. That these duties by the Defendants to the residents such as Raymond Zeigler were non-delegable duties. Furthermore, the acts, omissions, and decisions of the Defendants directly affected resident care such as that of Raymond Zeigler, and directly caused his injuries. The acts of the Defendants were negligent, willful, wonton, grossly inadequate, and in a reckless disregard for the safety and wellbeing of patients such as Raymond Zeigler. That further, the Defendants acted as each other's agent, alter ego, in a joint enterprise, and with an amalgamation of interest. Further, they are directly liable for their corporate and clinical negligence, all of which combined and contributed to cause Raymond Zeigler's injuries.

24. That further, due to Raymond Zeigler's injuries as described herein, he never recovered, continued to decline as a result of his injuries, and died as a result of same.

25. As a direct and proximate result of the Defendants' acts and/or omissions, Raymond Zeigler suffered the following injuries and damages:

- (a) multiple urinary tract infections;
- (b) hip fracture;
- (c) lacerations;
- (d) head injuries;
- (e) injuries about his body;
- (f) Loss of dignity and respect;
- (g) Humiliation, fear, anxiety, and emotional and psychological distress;

- (h) Pain and suffering;
- (i) Loss of enjoyment of life;
- (j) Suffering and death;
- (k) Has incurred medical expenses, hospitalizations, and medical treatment which he would not have otherwise had to undergo; and
- (l) In such other and further ways as discovery and trial shall prove.

26. The Plaintiff will show that this action is brought pursuant to the Statutory Provisions for the Survival Actions, pursuant to South Carolina Code of Laws and pursuant to the Common Laws of the State of South Carolina. Further, this action is brought on behalf of heirs of the Estate of the deceased, Raymond Zeigler, pursuant to the Laws of the State. The heirs include, but are not limited to, Kimberly Haag.

FIRST CAUSE OF ACTION
(Negligence as to All Defendants)

27. Plaintiff restates and re-alleges each paragraph previously pleaded as if repeated verbatim.

28. Defendants were negligent, careless, reckless, grossly negligent, willful and wanton in the following particulars:

- a. In failing to properly treat, evaluate, and take diagnostic measures at the appropriate times to care for Raymond Zeigler;
- b. In failing to provide and implement proper care plans that would adequately meet Raymond Zeigler's needs, including his risk for falls while he was a resident at the Defendants' facility;
- c. In failing to timely and appropriately implement interventions in a resident with obvious risk of falls and history of falls;

- d. In recognizing, but then failing to appropriately and timely implement proper preventative measures to counteract Raymond Zeigler's risk for falls;
- e. In failing to prevent urinary tract infections;
- f. In failing to timely and appropriately monitor Raymond Zeigler's hydration status;
- g. In failing to timely and appropriately implement intervention in a patient/resident at risk for hydrational decline;
- h. In failing to provide the most basic care which does not require medical training or education, but is care that if not provided, will lead to suffering and decline in health as it did in this case;
- i. In negligently hiring, retaining, and supervising staff at the Defendants' facility;
- j. In failing to provide adequate staffing, adequately paid and adequately trained staff at their facilities to care for residents such as Raymond Zeigler, and with full knowledge of such inadequate staff and practices which put patients such as Raymond Zeigler at risk;
- k. In failing to provide proper, comprehensive, and timely assessments and evaluations outlining all factors for Raymond Zeigler;
- l. In failing to properly design, adhere to or modify an appropriate care plan;
- m. In failing to timely turn and reposition Raymond Zeigler;
- n. In failing to provide fluids;

- o. In failing to have and/or implement adequate and effective policies, procedures, staff and equipment to adequately monitor, supervise and treat Raymond Zeigler;
- p. In failing to follow and comply with Defendants' own policies and procedures directed at the care and treatment of the patients;
- q. In failing to properly staff, fund, operate and manage the facility to the extent that resident care was affected and caused injuries to Raymond Zeigler;
- r. In negligently administering and operating the Defendants' nursing home;
- s. In failing to comply with the applicable State, and Federal Statutes and Regulations designed to protect persons such as Raymond Zeigler;
- t. In failing to adequately provide care as a reasonable and prudent nursing home would do under the same or similar circumstances; and
- u. In such other and further ways as Discovery and Trial shall prove.

29. As a direct and proximate result of the Defendants' acts and/or omissions, Plaintiff's decedent, Raymond Zeigler, suffered injuries and damages as set forth herein and above.

FOR A SECOND CAUSE OF ACTION
(Ordinary Negligence as to All Defendants)

30. Plaintiff restates and re-alleges each and every paragraph previously pled herein as if repeated verbatim.

31. Defendants were negligent, careless, reckless, grossly negligent, willful, and wanton in failing to provide ordinary and basic care in the following particulars:

- a. In failing to provide basic assistance with feeding and hydration;

- b. In failing to properly hydrate, clean, bathe and provide basic care to prevent urinary tract infections; and
- c. In failing to provide the most basic care which does not require medical training or education but is care that, if not provided, will lead to suffering and decline in health as it did in the case at hand.

32. As a direct and proximate result of the Defendants' acts and/or omissions, Raymond Zeigler suffered injuries and damages as set forth herein and above.

FOR A THIRD CAUSE OF ACTION
(Negligence *per se* as to All Defendants)

33. Plaintiff restates and re-alleges each paragraph previously pled as if repeated verbatim.

34. The conduct of the Defendants is governed by The Adult Protection Act of South Carolina Code §43-35-5, *et seq*, The Bill of Rights for Residents of Long Term Care Facilities at South Carolina Code §44-81-10, *et seq*, South Carolina Department of Health and Environmental Control Regulations at Regulation 61-17, *et seq*, as well as similar protective Federal Regulations and Statutes by 42 U.S.C. §1396(r), *et seq*, and 42 C.F.R. §483, *et seq*.

35. The Statutes and Regulations set out above were enacted for the benefit and protection of a class of the public, of which Raymond Zeigler was a member at all times relevant to this action. The Defendants violated these Statutes and Regulations in their failure to properly care for Raymond Zeigler and other similarly situated patients at their facility.

36. As a direct and proximate result of the violation of these Statutes and Regulations by the Defendants, which constitutes negligence *per se*, Raymond Zeigler suffered injuries and damages as set forth above.

FOR A FOURTH CAUSE OF ACTION
(Negligent Misrepresentation as to All Defendants)

37. Plaintiff restates and re-alleges each paragraph previously pled as if repeated verbatim.

38. Prior to, around the time of Raymond Zeigler's admission to the Defendants' Facility, and at the time of Raymond Zeigler's sustained injuries at Defendants' Facility, agents of the facility made untrue statements to Raymond Zeigler and to his family and/or representatives about the quality of care that Raymond Zeigler would receive at the Defendants' Facility, whereby such statements were intended by those making them to be relied upon by Raymond Zeigler, his family and/or representatives and upon which they did rely.

39. The Defendants represented to Raymond Zeigler and to family and/or representatives that he would receive appropriate care within the professional standards of care, that the facility had adequate staffing and adequate funding, that Raymond Zeigler would be carefully monitored, that Raymond Zeigler would receive adequate nutrition, hydration, therapies, and preventative interventions, that Raymond Zeigler would be safe and secure, and that problems or insufficiencies that Defendants' Facility may have had in the past had been corrected.

40. These statements were untrue and were intended to be relied upon by Raymond Zeigler and his family and/or representatives and upon them they did rely in choosing to admit Raymond Zeigler to the facility.

41. These representations were careless, negligent, grossly negligent, reckless, willful and wanton in that the Defendants knew or should have known they would not be able to meet these representations for Raymond Zeigler and in failing to meet these representations for Raymond Zeigler.

42. As a direct and proximate result of these Defendants' misrepresentations, Raymond Zeigler suffered injuries and damages as set forth above.

FOR A FIFTH CAUSE OF ACTION
(Corporate Negligence as to All Defendants)

43. Plaintiff restates and re-alleges each paragraph previously pleaded as if repeated verbatim.

44. The Defendants were negligent, careless, grossly negligent, reckless, willful, wanton, and intentional in their failure to provide facility name with adequate and proper management, funding, staffing, and supplies necessary to provide for the appropriate care for residents such as Raymond Zeigler and provide care within the standard of care.

45. That these Defendants, especially those other than Carlyle Senior Care of Fountain Inn and Fountain Inn Healthcare, exercised sufficient control over Defendants' Facility and divested facility name of the necessary monies, finances, staff, and supplies to provide care to the residents within the standard of care and care that met the federal and state regulations and statutes which applied to Defendants' Facility.

46. That Defendants other than Carlyle Senior Care of Fountain Inn and Fountain Inn Healthcare did this through a complex corporate scheme whereby such funds were divested from Defendants' Facility which were necessary for resident/patient care and were siphoned from the facility through a central cash management system

where the income for the facility was swept up into a central account for the corporate Defendants, whereby other monies from Defendants' Facility were siphoned from the facility through exorbitant rent, exorbitant management fees, and other exorbitant monies taken by the corporate Defendants from Defendants' Facility. That these monies were divested from the facility with the full knowledge that such money was necessary for resident care.

47. As a direct and proximate result of the corporate Defendants' acts and/or omissions, Plaintiff has suffered injuries and damages as set forth hereinabove.

WHEREFORE, Plaintiff prays for judgment against all Defendants in the following particulars:

- a. For actual, punitive and special damages in an amount to be determined by the trier of fact;
- b. For the costs and disbursements of this action;
- c. For the attorneys' fees and costs; and
- d. For such other and further relief as this Court deems just and proper.

Plaintiff respectfully requests a Jury Trial.

[SIGNATURE ON NEXT PAGE]

CHRISTIAN & CHRISTIAN
Attorneys at Law
Post Office Box 332
Greenville, South Carolina 29602
(864) 232-7363

s/Matthew W. Christian

Matthew W. Christian
S.C. Bar No.: 70516
Attorney for Plaintiff

Greenville, South Carolina
Date: March 18, 2025

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	C.A. No.: 2025-CP-25-_____
	)	
Kimberly Haag, Individually and as	)	
Personal Representative of the Estate	)	
of Raymond Zeigler,	)	
	)	
Plaintiff,	)	SUMMONS
	)	(Jury Trial Demanded)
v.	)	(Wrongful Death Action)
	)	
Carlyle Senior Care of Fountain Inn,	)	
LLC, Carlyle Senior Care	)	
Management Company, Inc., New	)	
Day Health Ventures, LLC, LARK of	)	
Fountain Inn, LLC, Fountain Inn	)	
Healthcare, LLC d/b/a Fountain Inn	)	
Post Acute, Providence Group, Inc.,	)	
Providence Administrative Consulting	)	
Services, Inc., PACS Group, Inc.,	)	
PACS Holdings, LLC, and 501	)	
Gulliver Property, LLC,	)	
	)	
Defendant(s).	)	
_____	)	

TO THE DEFENDANT(S) ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your Answer to the said Plaintiff upon the subscriber, at his office at 1007 East Washington Street, Greenville, South Carolina, within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

CHRISTIAN & CHRISTIAN
Attorneys at Law
Post Office Box 332
Greenville, South Carolina 29602
(864) 232-7363

s/Matthew W. Christian

Matthew W. Christian
Attorney for Plaintiff
S.C. Bar No.: 70516

Greenville, South Carolina
Date: March 18, 2025

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	C.A. No.: 2025-CP-25-_____
	)	
Kimberly Haag, Individually and as	)	
Personal Representative of the Estate	)	
of Raymond Zeigler,	)	
	)	
Plaintiff,	)	COMPLAINT
	)	(Jury Trial Demanded)
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LLC, Carlyle Senior Care	)	
Management Company, Inc., New	)	
Day Health Ventures, LLC, LARK of	)	
Fountain Inn, LLC, Fountain Inn	)	
Healthcare, LLC d/b/a Fountain Inn	)	
Post Acute, Providence Group, Inc.,	)	
Providence Administrative Consulting	)	
Services, Inc., PACS Group, Inc.,	)	
PACS Holdings, LLC, and 501	)	
Gulliver Property, LLC,	)	
	)	
Defendant(s).	)	

The Plaintiff would show this Honorable Court the following:

- At all times relevant herein, Kimberly Haag is and was the daughter of Raymond Zeigler and is the duly appointed Personal Representative of the Estate of Raymond Zeigler, who at the time of his death was a resident of Greenville County, South Carolina. The Estate is administered through the Probate Court of Greenville County, South Carolina.
- That Defendant Carlyle Senior Care of Fountain Inn, LLC (hereinafter “Carlyle Senior Care of Fountain Inn”) is a business organized and existing under the laws of the State of South Carolina. At all times relevant herein, this Defendant is and was a business which employs and/or contracts for their employment of physicians,

nurses, therapists, and related staff to provide healthcare services to patients and operates nursing home facilities in the State of South Carolina. This business holds itself out as being highly capable and highly skilled at providing physician services, nursing services, long term care, rehabilitative services to the public at large and persons such as Raymond Zeigler. This Defendant owns and/or leases property, advertises, maintains agents, and transacts business deriving substantial revenue therefrom in Greenville County, South Carolina, both through its individual actions and in connection with its affiliated and/or parent and/or subsidiary entities of Carlyle Senior Care of Fountain Inn. At all times relevant herein, agents, employees, servant and apparent agents of facility name acted on behalf of themselves and/or on behalf of Carlyle Senior Care of Fountain Inn. Further Carlyle Senior Care of Fountain Inn acted on behalf of itself and on behalf of Carlyle Senior Care Management Company, Inc., New Day Health Ventures, LLC, and LARK of Fountain Inn, LLC.

3. That Defendant Carlyle Senior Care Management Company, Inc. (hereinafter “Carlyle Senior Care Management Company”) is a business organized and existing under the laws of the State of South Carolina. This Defendant owns and/or leases property, advertises, maintains agents, and transacts business, deriving substantial revenue therefrom, in Greenville County, South Carolina both through its individual actions and through those of its subsidiaries, affiliates, and parent companies. Furthermore, at all times relevant herein, agents, employees, servants and apparent agents of Carlyle Senior Care Management Company acted on behalf of themselves and/or on behalf of Carlyle Senior Care of Fountain Inn, Carlyle Senior Care Management Company, Inc., New Day Health Ventures, LLC, and LARK of Fountain Inn, LLC.

Defendant Carlyle Senior Care Management is and was a business which either, directly or indirectly, provided nursing home services in conjunction with its subsidiary, Carlyle Senior Care of Fountain Inn. At all times relevant herein, Carlyle Senior Care Management Company used its position to control the management, operation, funding, and staffing at facility name, all of which directly affected resident care such as Raymond Zeigler's.

4. That Defendant New Day Health Ventures, LLC (hereinafter "New Day") is a business organized and existing under the laws of the State of South Carolina. This Defendant owns and/or leases property, advertises, maintains agents, and transacts business, deriving substantial revenue therefrom, in Greenville County, South Carolina both through its individual actions and through those of its subsidiaries, affiliates, and parent companies. Furthermore, at all times relevant herein, agents, employees, servants and apparent agents of New Day acted on behalf of themselves and/or on behalf of Carlyle Senior Care of Fountain Inn, Carlyle Senior Care Management Company, New Day Health Ventures, LLC, and LARK of Fountain Inn, LLC. Defendant New Day is and was a business which either, directly or indirectly, provided nursing home services in conjunction with its subsidiary, Carlyle Senior Care of Fountain Inn. At all times relevant herein, Carlyle Senior Care Management Company used its position to control the management, operation, funding, and staffing at facility name, all of which directly affected resident care such as Raymond Zeigler's.

5. That Defendant Fountain Inn Healthcare, LLC d/b/a Fountain Inn Post Acute (hereinafter "Fountain Inn Healthcare") is a business organized and existing under the laws of the State of South Carolina. Upon information and belief, this Defendant and

its related corporate, management, parent, and affiliate companies became the operators of the facility previously known as Carlyle Senior Care of Fountain Inn, LLC. At all times relevant herein, this Defendant is and was a business which employs and/or contracts for their employment of physicians, nurses, therapists, and related staff to provide healthcare services to patients and operates nursing home facilities in the State of South Carolina. This business holds itself out as being highly capable and highly skilled at providing physician services, nursing services, long term care, rehabilitative services to the public at large and persons such as Raymond Zeigler. This Defendant owns and/or leases property, advertises, maintains agents, and transacts business deriving substantial revenue therefrom in Greenville County, South Carolina, both through its individual actions and in connection with its affiliated and/or parent and/or subsidiary entities of Fountain Inn Healthcare. At all times relevant herein, agents, employees, servant and apparent agents of facility name acted on behalf of themselves and/or on behalf of Fountain Inn Healthcare. Further Fountain Inn Healthcare acted on behalf of itself and on behalf of Providence Group, Inc., Providence Administrative Consulting Services, Inc., PACS Group, Inc., PACS Holdings, LLC, and 501 Gulliver Property, LLC.

6. That Defendant Providence Group, Inc. (hereinafter "Providence Group") is a business organized and existing under the laws of a state other than the State of South Carolina. This Defendant owns and/or leases property, advertises, maintains agents, and transacts business, deriving substantial revenue therefrom, in Greenville County, South Carolina both through its individual actions and through those of its subsidiaries, affiliates, and parent companies. Furthermore, at all times relevant herein, agents, employees, servants and apparent agents of Providence Group acted on behalf of

themselves and/or on behalf of Fountain Inn Healthcare, Providence Administrative Consulting Services, Inc., PACS Group, Inc., PACS Holdings, LLC, and 501 Gulliver Property, LLC. Defendant Providence Group is and was a business which either, directly or indirectly, provided nursing home services in conjunction with its subsidiary, Fountain Inn Healthcare. At all times relevant herein, Providence Group used its position to control the management, operation, funding, and staffing at Fountain Inn Healthcare, all of which directly affected resident care such as Raymond Zeigler's.

7. That Defendant Providence Administrative Consulting Services, Inc. (hereinafter "Providence Administrative Consulting") is a business organized and existing under the laws of a state other than the State of South Carolina. This Defendant owns and/or leases property, advertises, maintains agents, and transacts business, deriving substantial revenue therefrom, in Greenville County, South Carolina both through its individual actions and through those of its subsidiaries, affiliates, and parent companies. Furthermore, at all times relevant herein, agents, employees, servants and apparent agents of Providence Administrative Consulting acted on behalf of themselves and/or on behalf of Fountain Inn Healthcare, Providence Group, Inc., PACS Group, Inc., PACS Holdings, LLC, and 501 Gulliver Property, LLC. Defendant Providence Administrative Consulting is and was a business which either, directly or indirectly, provided nursing home services in conjunction with its subsidiary, Fountain Inn Healthcare. At all times relevant herein, Providence Administrative Consulting used its position to control the management, operation, funding, and staffing at Fountain Inn Healthcare, all of which directly affected resident care such as Raymond Zeigler's.

8. That Defendant PACS Group, Inc. (hereinafter “PACS Group”) is a business organized and existing under the laws of a state other than the State of South Carolina. This Defendant owns and/or leases property, advertises, maintains agents, and transacts business, deriving substantial revenue therefrom, in Greenville County, South Carolina both through its individual actions and through those of its subsidiaries, affiliates, and parent companies. Furthermore, at all times relevant herein, agents, employees, servants and apparent agents of PACS Group acted on behalf of themselves and/or on behalf of Fountain Inn Healthcare, Providence Group, Inc., Providence Administrative Consulting, PACS Holdings, LLC, and 501 Gulliver Property, LLC. Defendant PACS Group is and was a business which either, directly or indirectly, provided nursing home services in conjunction with its subsidiary, Fountain Inn Healthcare. At all times relevant herein, PACS Group used its position to control the management, operation, funding, and staffing at Fountain Inn Healthcare, all of which directly affected resident care such as Raymond Zeigler’s.

9. That Defendant PACS Holdings, LLC (hereinafter “PACS Holdings”) is a business organized and existing under the laws of a state other than the State of South Carolina. This Defendant owns and/or leases property, advertises, maintains agents, and transacts business, deriving substantial revenue therefrom, in Greenville County, South Carolina both through its individual actions and through those of its subsidiaries, affiliates, and parent companies. Furthermore, at all times relevant herein, agents, employees, servants and apparent agents of PACS Holdings acted on behalf of themselves and/or on behalf of Fountain Inn Healthcare, Providence Group, Inc., Providence Administrative Consulting, PACS Group, Inc., and 501 Gulliver Property,

LLC. Defendant PACS Holdings is and was a business which either, directly or indirectly, provided nursing home services in conjunction with its subsidiary, Fountain Inn Healthcare. At all times relevant herein, PACS Holdings used its position to control the management, operation, funding, and staffing at Fountain Inn Healthcare, all of which directly affected resident care such as Raymond Zeigler's.

10. Defendant LARK of Fountain Inn, LLC (hereinafter "LARK") and Defendant 501 Gulliver Property, LLC (hereinafter "501 Gulliver Property") are businesses incorporated in the State of South Carolina. That Defendant 501 Gulliver Property purchased from Defendant LARK the real estate, lease, facility, building, personal property, and equipment where Carlyle Senior Care of Fountain Inn operated its skilled nursing facility and rehabilitative facility on March 23, 2023. That Defendant 501 Gulliver Property is successor in interest to Defendant LARK. That these Defendants have controlled and managed Defendants' Facility through management agreements, leasing agreements, purchase agreements, subleasing agreements, and in other ways. That further, these Defendants have charged and continue to charge Defendants' Facility exorbitant rents, leases, and fees such that they have undercapitalized, underfunded, and understaffed Defendants' Facility to the extent that it affected resident/patient care such as that of Raymond Zeigler. These Defendants are directly liable for their own tortious acts both outside and inside the State of South Carolina, proximately and directly causing injuries to Raymond Zeigler.

11. That on or about March 2023, Defendants Fountain Inn Healthcare, LLC d/b/a Fountain Inn Post Acute, Providence Group, Inc., Providence Administrative Consulting Services, Inc., PACS Group, Inc., and PACS Holdings, LLC purchased the

skilled nursing facility which is the subject of this action from Defendants Carlyle Senior Care of Fountain Inn, LLC, Carlyle Senior Care Management Company, Inc., and New Day Health Ventures, LLC. Defendants Fountain Inn Healthcare, Providence Group, Inc., Providence Administrative Consulting Services, Inc., PACS Group, Inc., and PACS Holdings, LLC assumed the ownership, management, operation, and control of the facility and became successors in interest of the facility. Plaintiff alleges injuries which occurred both before and after this transfer of ownership, management, operation and control. As a result, all Defendants combined and contributed to Plaintiff's injuries and damages. Therefore, the skilled nursing facility which is the subject of this action shall be collectively referred to hereinafter as "Defendants' Facility".

12. Raymond Zeigler was admitted to Defendants' Facility on or about December 22, 2022 for rehabilitation after a hospitalization for kidney stones.

13. At or near the time of Raymond Zeigler's admission to Defendants' Facility, Defendants knew or should have known that Raymond Zeigler was at risk for falls and injuries.

14. Defendants failed to adequately assess and care plan Raymond Zeigler to identify and implement interventions to prevent him from falling or suffering injuries.

15. That further, Defendants failed to provide adequate levels of assistance to Raymond Zeigler to prevent falls.

16. That as a direct and proximate result, Raymond Zeigler suffered from multiple falls during his admission to Defendants' Facility.

17. Among those falls include a fall on February 3, 2023. The note, which was a late entry, reflects that Raymond Zeigler was found lying on the floor on his right side

and that staff assisted him back to his wheelchair. Staff further noted that he was confused.

18. The note reflects that eventually staff moved Raymond Zeigler to his bed and noted that he had a laceration to the top right side of his scalp, skin tear to his right elbow, and pain at a six out of ten with limited range of motion in his right leg.

19. Raymond Zeigler was eventually transported to the hospital where it was noted that he had obvious deformity to his right hip and was in significant pain. He was diagnosed with a right intertrochanteric fracture (hip fracture) and subsequently was admitted to the hospital and underwent surgery for the fractured hip.

20. That in addition to this fall, Raymond Zeigler suffer with multiple other falls, including other falls that resulted in lacerations to his head and lacerations about his body.

21. The falls were preventable, and as a direct and proximate result of Defendants' negligence and failure to properly and timely assess, care plan, reassess, and implement interventions.

22. That in addition to the injuries identified hereinabove, Raymond Zeigler also suffered with multiple urinary tract infections requiring treatment due to Defendants' failure to properly and timely provide perineal care, catheter care, cleanliness, infection prevention, and dehydration prevention.

23. That the Defendants were aware of the failures to provide adequate care as described above and below and were aware of residents such as Raymond Zeigler and knew that the failures existed at the facility resulting from the decisions made by the Defendants to purposely understaff and underfund the facility in a way that would

maximize corporate profits for the Defendants rather than provide adequate and proper care to the residents such as Raymond Zeigler. That these duties by the Defendants to the residents such as Raymond Zeigler were non-delegable duties. Furthermore, the acts, omissions, and decisions of the Defendants directly affected resident care such as that of Raymond Zeigler, and directly caused his injuries. The acts of the Defendants were negligent, willful, wonton, grossly inadequate, and in a reckless disregard for the safety and wellbeing of patients such as Raymond Zeigler. That further, the Defendants acted as each other's agent, alter ego, in a joint enterprise, and with an amalgamation of interest. Further, they are directly liable for their corporate and clinical negligence, all of which combined and contributed to cause Raymond Zeigler's injuries.

24. That further, due to Raymond Zeigler's injuries as described herein, he never recovered, continued to decline as a result of his injuries, and died as a result of same.

25. As a direct and proximate result of the Defendants' acts and/or omissions, Raymond Zeigler suffered the following injuries and damages:

- (a) multiple urinary tract infections;
- (b) hip fracture;
- (c) lacerations;
- (d) head injuries;
- (e) injuries about his body;
- (f) Loss of dignity and respect;
- (g) Humiliation, fear, anxiety, and emotional and psychological distress;

- (h) Pain and suffering;
- (i) Loss of enjoyment of life;
- (j) Suffering and death;
- (k) Has incurred medical expenses, hospitalizations, and medical treatment which he would not have otherwise had to undergo; and
- (l) In such other and further ways as discovery and trial shall prove.

26. The Plaintiff will show that this action is brought pursuant to the wrongful death provision of South Carolina Code of Law 15-79-125, South Carolina Code of Laws pursuant to the Common Laws of the State of South Carolina. Further, this action is brought on behalf of the statutory beneficiaries of the Estate of the deceased, Raymond Zeigler, pursuant to the Laws of the State. The statutory beneficiaries include, but are not limited to Kimberly Haag, or as otherwise determined by the Probate Court, who has and will continue to suffer the loss of companionship, mental shock and suffering, wounded feelings, grief, sorrow, and deprivation of society as well as the love and affection of Raymond Zeigler as a direct and proximate result of Defendants' acts and/or omissions.

FIRST CAUSE OF ACTION
(Negligence as to All Defendants)

27. Plaintiff restates and re-alleges each paragraph previously pleaded as if repeated verbatim.

28. Defendants were negligent, careless, reckless, grossly negligent, willful and wanton in the following particulars:

- a. In failing to properly treat, evaluate, and take diagnostic measures at the appropriate times to care for Raymond Zeigler;

- b. In failing to provide and implement proper care plans that would adequately meet Raymond Zeigler's needs, including his risk for falls while he was a resident at the Defendants' facility;
- c. In failing to timely and appropriately implement interventions in a resident with obvious risk of falls and history of falls;
- d. In recognizing, but then failing to appropriately and timely implement proper preventative measures to counteract Raymond Zeigler's risk for falls;
- e. In failing to prevent urinary tract infections;
- f. In failing to timely and appropriately monitor Raymond Zeigler's hydration status;
- g. In failing to timely and appropriately implement intervention in a patient/resident at risk for hydrational decline;
- h. In failing to provide the most basic care which does not require medical training or education, but is care that if not provided, will lead to suffering and decline in health as it did in this case;
- i. In negligently hiring, retaining, and supervising staff at the Defendants' facility;
- j. In failing to provide adequate staffing, adequately paid and adequately trained staff at their facilities to care for residents such as Raymond Zeigler, and with full knowledge of such inadequate staff and practices which put patients such as Raymond Zeigler at risk;

- k. In failing to provide proper, comprehensive, and timely assessments and evaluations outlining all factors for Raymond Zeigler;
- l. In failing to properly design, adhere to or modify an appropriate care plan;
- m. In failing to timely turn and reposition Raymond Zeigler;
- n. In failing to provide fluids;
- o. In failing to have and/or implement adequate and effective policies, procedures, staff and equipment to adequately monitor, supervise and treat Raymond Zeigler;
- p. In failing to follow and comply with Defendants' own policies and procedures directed at the care and treatment of the patients;
- q. In failing to properly staff, fund, operate and manage the facility to the extent that resident care was affected and caused injuries to Raymond Zeigler;
- r. In negligently administering and operating the Defendants' nursing home;
- s. In failing to comply with the applicable State, and Federal Statutes and Regulations designed to protect persons such as Raymond Zeigler;
- t. In failing to adequately provide care as a reasonable and prudent nursing home would do under the same or similar circumstances; and
- u. In such other and further ways as Discovery and Trial shall prove.

29. As a direct and proximate result of the Defendants' acts and/or omissions, Plaintiff's decedent, Raymond Zeigler, suffered injuries and damages as set forth herein and above.

FOR A SECOND CAUSE OF ACTION
(Ordinary Negligence as to All Defendants)

30. Plaintiff restates and re-alleges each and every paragraph previously pled herein as if repeated verbatim.

31. Defendants were negligent, careless, reckless, grossly negligent, willful, and wanton in failing to provide ordinary and basic care in the following particulars:

- a. In failing to provide basic assistance with feeding and hydration;
- b. In failing to properly hydrate, clean, bathe and provide basic care to prevent urinary tract infections; and
- c. In failing to provide the most basic care which does not require medical training or education but is care that, if not provided, will lead to suffering and decline in health as it did in the case at hand.

32. As a direct and proximate result of the Defendants' acts and/or omissions, Raymond Zeigler suffered injuries and damages as set forth herein and above.

FOR A THIRD CAUSE OF ACTION
(Negligence *per se* as to All Defendants)

33. Plaintiff restates and re-alleges each paragraph previously pled as if repeated verbatim.

34. The conduct of the Defendants is governed by The Adult Protection Act of South Carolina Code §43-35-5, *et seq*, The Bill of Rights for Residents of Long Term Care Facilities at South Carolina Code §44-81-10, *et seq*, South Carolina Department of Health and Environmental Control Regulations at Regulation 61-17, *et seq*, as well as similar protective Federal Regulations and Statutes by 42 U.S.C. §1396(r), *et seq*, and 42 C.F.R. §483, *et seq*.

35. The Statutes and Regulations set out above were enacted for the benefit and protection of a class of the public, of which Raymond Zeigler was a member at all times relevant to this action. The Defendants violated these Statutes and Regulations in their failure to properly care for Raymond Zeigler and other similarly situated patients at their facility.

36. As a direct and proximate result of the violation of these Statutes and Regulations by the Defendants, which constitutes negligence *per se*, Raymond Zeigler suffered injuries and damages as set forth above.

FOR A FOURTH CAUSE OF ACTION
(Negligent Misrepresentation as to All Defendants)

37. Plaintiff restates and re-alleges each paragraph previously pled as if repeated verbatim.

38. Prior to, around the time of Raymond Zeigler's admission to the Defendants' Facility, and at the time of Raymond Zeigler's sustained injuries at Defendants' Facility, agents of the facility made untrue statements to Raymond Zeigler and to his family and/or representatives about the quality of care that Raymond Zeigler would receive at the Defendants' Facility, whereby such statements were intended by those making them to be relied upon by Raymond Zeigler, his family and/or representatives and upon which they did rely.

39. The Defendants represented to Raymond Zeigler and to family and/or representatives that he would receive appropriate care within the professional standards of care, that the facility had adequate staffing and adequate funding, that Raymond Zeigler would be carefully monitored, that Raymond Zeigler would receive adequate nutrition, hydration, therapies, and preventative interventions, that Raymond Zeigler

would be safe and secure, and that problems or insufficiencies that Defendants' Facility may have had in the past had been corrected.

40. These statements were untrue and were intended to be relied upon by Raymond Zeigler and his family and/or representatives and upon them they did rely in choosing to admit Raymond Zeigler to the facility.

41. These representations were careless, negligent, grossly negligent, reckless, willful and wanton in that the Defendants knew or should have known they would not be able to meet these representations for Raymond Zeigler and in failing to meet these representations for Raymond Zeigler.

42. As a direct and proximate result of these Defendants' misrepresentations, Raymond Zeigler suffered injuries and damages as set forth above.

FOR A FIFTH CAUSE OF ACTION
(Corporate Negligence as to All Defendants)

43. Plaintiff restates and re-alleges each paragraph previously pleaded as if repeated verbatim.

44. The Defendants were negligent, careless, grossly negligent, reckless, willful, wanton, and intentional in their failure to provide facility name with adequate and proper management, funding, staffing, and supplies necessary to provide for the appropriate care for residents such as Raymond Zeigler and provide care within the standard of care.

45. That these Defendants, especially those other than Carlyle Senior Care of Fountain Inn and Fountain Inn Healthcare, exercised sufficient control over Defendants' Facility and divested facility name of the necessary monies, finances, staff, and supplies

to provide care to the residents within the standard of care and care that met the federal and state regulations and statutes which applied to Defendants' Facility.

46. That Defendants other than Carlyle Senior Care of Fountain Inn and Fountain Inn Healthcare did this through a complex corporate scheme whereby such funds were divested from Defendants' Facility which were necessary for resident/patient care and were siphoned from the facility through a central cash management system where the income for the facility was swept up into a central account for the corporate Defendants, whereby other monies from Defendants' Facility were siphoned from the facility through exorbitant rent, exorbitant management fees, and other exorbitant monies taken by the corporate Defendants from Defendants' Facility. That these monies were divested from the facility with the full knowledge that such money was necessary for resident care.

47. As a direct and proximate result of the corporate Defendants' acts and/or omissions, Plaintiff has suffered injuries and damages as set forth hereinabove.

WHEREFORE, Plaintiff prays for judgment against all Defendants in the following particulars:

- a. For actual, punitive and special damages in an amount to be determined by the trier of fact;
- b. For the costs and disbursements of this action;
- c. For the attorneys' fees and costs; and
- d. For such other and further relief as this Court deems just and proper.

Plaintiff respectfully requests a Jury Trial.

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s/Matthew W. Christian
Matthew W. Christian
S.C. Bar No.: 70516
Attorney for Plaintiff

Greenville, South Carolina
Date: March 18, 2025

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	CIVIL ACTION NO.: 2025-CP-23-01757
	)	Survival Action
Kimberly Haag, Individually and as Personal Representative of the Estate of Raymond Zeigler,	)	
	)	
Plaintiff,	)	DEFENDANT CARLYLE SENIOR CARE MANAGEMENT COMPANY INC.'S ANSWER TO PLAINTIFF'S COMPLAINT
vs.	)	
	)	
Carlyle Senior Care of Fountain Inn, LLC, Carlyle Senior Care Management Company, Inc., New Day Health Ventures, LLC, LARK of Fountain Inn, LLC, Fountain Inn Healthcare, LLC d/b/a Fountain Inn Post Acute, Providence Group, Inc., Providence Administrative Consulting Services, Inc., PACS Group, Inc., PACS Holdings, LLC, and 501 Gulliver Property, LLC,	)	
	)	
Defendants.	)	

Defendant Carlyle Senior Care Management Company, Inc. ("Defendant"), by and through its undersigned counsel, in response to the Complaint of Plaintiff Kimberly Haag, Individually and as Personal Representative of the Estate of Raymond Zeigler ("Plaintiff"), subject to and without waiving Defendant's right to compel arbitration in this matter, alleges and says:

1. Defendant denies each and every allegation of Plaintiff's Complaint not specifically admitted herein.
2. Defendant lacks sufficient information to form a belief as to the allegations contained in Paragraph 1 and, therefore, denies the same and demands strict proof thereof.
3. The allegations contained in Paragraph 2 are not directed to Defendant and therefore no response is required. To the extent a response is required, the allegations are denied
4. Answering the allegations contained in Paragraph 3, Defendant admits Carlyle Senior Care Management Company, Inc. ("CSC Management") is a South Carolina corporation that provided certain management services to Carlyle Senior Care of Fountain Inn, LLC ("CSC Fountain Inn"). Defendant denies all remaining allegations.

5. The allegations contained in Paragraphs 4, 5, 6, 7, 8, 9, and 10 are not directed to Defendant and, therefore, no response is required. To the extent a response is required, the allegations are denied and Defendant demands strict proof thereof.

6. Answering the allegations contained in Paragraph 11, Defendant admits that assets of the skilled nursing facility located at 501 Gulliver Street in Fountain Inn, South Carolina were sold and its operation was transferred on March 31, 2023. Further, to the extent the allegations contained in Paragraph 11 contain a statement of nomenclature that Plaintiff has elected to use in her Complaint, Defendant specifically denies the reference throughout the Complaint. Defendant denies the remaining allegations of the Paragraph.

7. Answering the allegations contained in Paragraph 12, Defendant admits Raymond Zeigler (“Zeigler”) was admitted to CSC Fountain Inn for rehabilitation on December 22, 2022 following a hospitalization at Prisma Health Greenville Memorial Hospital (“Prisma Greenville”). Defendant craves reference to the pertinent records of Zeigler and denies any allegations of the Paragraph that are inconsistent with and/or contrary to the records. Defendant denies the remaining allegations of the Paragraph.

8. Answering the allegations contained in Paragraph 13, Defendant admits CSC Fountain Inn staff assessed Zeigler upon admission. Defendant craves reference to Zeigler’s pertinent records and denies any allegations of the Paragraph that are inconsistent with and/or contrary to the records. Defendant denies the remaining allegations of the paragraph.

9. Defendant denies the allegations contained in Paragraphs 14, 15, 16 and demands strict proof thereof.

10. Answering the allegations contained in Paragraphs 17 and 18, Defendant admits that on February 3, 2023 CSC Fountain Inn staff noted that Zeigler was found lying on his right side and was evaluated and found to have a 2 cm laceration to his head, a 3 cm skin tear to his right elbow. and pain to his right lower leg. Plaintiff and the medical provider were notified and orders were received to transport Zeigler to the hospital for further evaluation. Defendant further craves reference to Zeigler’s pertinent

records and denies any allegations of the Paragraph that are inconsistent with and/or contrary to the records. Defendant denies the remaining allegations of the paragraph.

11. Answering the allegations contained in Paragraph 19, Defendant admits Zeigler was transported to the hospital for further evaluation. Defendant lacks sufficient information to admit or deny the remaining allegations and, therefore, denies the same. Defendant further craves reference to the pertinent records of Zeigler and denies any allegations of the Paragraph that are inconsistent with and/or contrary to the records. Defendant denies the remaining allegations of the Paragraph.

12. Answering the allegations contained in Paragraph 20, Defendant admits that on March 18, 2023 CSC Fountain Inn staff noted Zeigler was on the floor and that Zeigler was evaluated and found to have “3 skin tears to his right elbow... able to move all extremities without difficulty or pain.” Defendant further craves reference to the pertinent records of Zeigler and denies any allegations of the Paragraph that are inconsistent with and/or contrary to the records. Defendant denies the remaining allegations of the Paragraph.

13. Defendant denies the allegations contained in Paragraph 21 of the Complaint and demands strict proof thereof.

14. Answering the allegations contained in Paragraph 22, Defendant admits Zeigler was treated for urinary tract conditions during his admission to CSC Fountain Inn. To the extent the allegations contained in Paragraph 22 allege Defendant is liable for Zeigler’s genitourinary conditions, including urinary tract infections, the allegations are specifically denied. Defendant denies all remaining allegations of the Paragraph.

15. Defendant denies the allegations contained in Paragraphs 23, 24, 25, including all subparts, and demands strict proof thereof.

16. The allegations contained in Paragraph 26 constitute legal conclusions to which no response is required. To the extent a response is required, Defendant denies the same and demands strict proof thereof

17. Answering Paragraph 27 of the Complaint, Defendant repeats and realleges each of its previous responses as if set forth fully herein.

18. Defendant denies the allegations contained in Paragraphs 28, including all subparts, and 29, and demands strict proof thereof.

19. Defendant denies each and every allegation contained in the First Cause of Action not specifically admitted herein.

20. Answering Paragraph 30, Defendant repeats and realleges each of its previous responses as if set forth fully herein.

21. Defendant denies the allegations contained in Paragraphs 31, including all subparts, and 32, and demands strict proof thereof.

22. Defendant denies each and every allegation contained in the Second Cause of Action not specifically admitted herein.

23. Answering Paragraph 33, Defendant repeats and realleges each of its previous responses as if set forth fully herein.

24. The allegations contained in Paragraph 34 call for legal conclusions to which no response is required. To the extent a response is required, Defendant admits CSC Fountain Inn was subject to certain state and federal statutes and regulations. To the extent the allegations attempt to infer or imply noncompliance with applicable law and/or attempt to expand the duties owed by Defendant pursuant to law, Defendant specifically denies the same. All remaining and inconsistent allegations are denied, and Defendant demands strict proof thereof.

25. Defendant denies the allegations contained in Paragraphs 35 and 36 of the Complaint and demands strict proof thereof.

26. Defendant denies each and every allegation contained in the Third Cause of Action not specifically admitted herein.

27. Answering Paragraph 37, Defendant repeats and realleges each of its previous responses as if set forth fully herein.

28. Defendant denies the allegations contained in Paragraph 38 of the Complaint and demands strict proof thereof.

29. Defendant lacks sufficient information to form a belief as to the allegations contained in Paragraph 39 and, therefore, denies the same and demands strict proof thereof.

30. Defendant denies the allegations contained in Paragraphs 40, 41, 42 of the Complaint and demands strict proof thereof.

31. Defendant denies each and every allegation contained in the Fourth Cause of Action not specifically admitted herein.

32. Answering Paragraph 43, Defendant repeats and realleges each of its previous responses as if set forth fully herein.

33. Defendant denies the allegations contained in Paragraphs 44, 45, 46, and 47 of the Complaint and demands strict proof thereof.

34. Defendant denies each and every allegation contained in the Fifth Cause of Action not specifically admitted herein.

35. Defendant denies the allegations and claims in the “WHEREFORE” Paragraph, including all claims for relief against Defendant.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Arbitration)

36. The parties to this case are subject to a binding arbitration agreement. Defendant asserts that this suit was improperly brought and should be dismissed, or in the alternative, stayed pending the arbitration of the claims asserted herein.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Failure to State a Claim)

37. One or more of Plaintiff's Causes of Action fails to state facts sufficient to constitute a cause of action against Defendant and, therefore, should be dismissed pursuant to SCRCP 12(b)(6).

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Compliance with Standards of Care)

38. At all times relevant to the matters set forth in Plaintiff's Complaint, Defendant complied with the generally accepted standards of care applicable to them under the same or similar circumstances at that time, and as a result thereof, Defendant is in no way liable for the matters set forth in Plaintiff's Complaint.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Lack of Proximate Cause)

39. Further answering Plaintiff's Complaint and as an affirmative defense, Defendant would allege that even if Defendant were negligent, as alleged in Plaintiff's Complaint, which is specifically denied, the negligence of or attributable to Defendant is not a direct or proximate cause of any injury alleged by Plaintiff and, therefore, Defendant is not liable for any damages allegedly sustained by Plaintiff.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Natural Disease Process)

40. Defendant would allege, upon information and belief, that any injuries or damages by Plaintiff were due to, caused, and occasioned by the natural disease process and/or recognized complications of said process over which Defendant had no control. As such, Defendant pleads such a natural disease process as a complete bar to this action.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Comparative Negligence)

41. To the extent Defendant is required to do so under South Carolina law or risk waiver, Defendant would raise the defense of comparative negligence. As such, any alleged negligence by Defendant, which is expressly denied, is exceeded by the comparative negligence of the Plaintiff such that said negligence by the Plaintiff exceeds 50 percent of any alleged negligence of Defendant. Further, if the alleged comparative negligence of the Plaintiff is less than 50 percent, Defendant would be entitled to a determination of comparative fault and as a consequence, a reduction in damages, if any. Defendant reserves the right to withdraw this defense at a later time should it be warranted through facts determined through discovery.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Negligence of Others/Third Parties)

42. Any injury or damages as alleged in Plaintiff's Complaint were due to and caused solely by the actions of others and were not due to or caused by any negligence or act attributable to Defendant and, as a result thereof, Defendant is in no way liable to Plaintiff for the matters set forth in the Complaint.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Intervening/Superseding Negligence)

43. That the injury or damage allegedly suffered by Plaintiff, if any, was due to, and caused by, and was the proximate result of, the intervening and superseding negligence, willfulness, wantonness, and recklessness of the Plaintiff and/or others, and as such constitutes a complete defense to Plaintiff's claims.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Non-Economic Damages Award)

44. No award for non-economic damages shall exceed the statutory limits contained in the Non-Economic Damages Award Act of 2005, S.C. Code § 15-32-200, *et. seq.*

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Limitation of Punitive Damages)

45. Any punitive damages awarded in this case would be subject to the limitations described in S.C. Code Ann. § 15-32-530.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Punitive Damages Unconstitutional)

46. Further answering Plaintiff's Complaint and as an affirmative defense, Defendant would show the claim of Plaintiff for punitive damages against Defendant cannot be sustained because any award of punitive damages under South Carolina law by a jury that (1) is not provided standards of sufficient clarity for determining the appropriateness and the appropriate size of the punitive damages award, (2) is not adequately instructed on the limits of punitive damages imposed by the applicable principles of deterrence and punishment, (3) is not expressly prohibited from awarding punitive damages or determining the amount of an award of punitive damages in whole or in part on the basis of invidiously discriminatory

characteristics including the resident wealth and corporate status of Defendant, (4) is permitted to award punitive damages under a standard for determining liability for punitive damages that is vague and arbitrary and does not define with sufficient clarity of the conduct or mental state that makes punitive damages permissible, and (5) is not subject to trial court and appellate court judicial review for reasonableness and furtherance of legitimate purposes on the basis of objective standards would violate Defendant's due process and equal protection rights guaranteed by the 14th Amendment to the United States Constitution and by the South Carolina constitutional provisions providing for due process and equal protection and would be improper under the common law and public policies of the State of South Carolina.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Bifurcation)

47. Pursuant to South Carolina law, Defendant demands that any claim for punitive damages be bifurcated/separated from the liability and actual damages evidence at the trial of this case.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Reservation and Non-Waiver)

48. Defendant reserves any additional affirmative defenses as may be revealed or become available to them during the course of their investigation and/or discovery in the case and are consistent with the South Carolina Rules of Civil Procedure.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Incorporation)

49. Defendant hereby incorporates and asserts all defenses, counterclaims, set-offs, and credits pled by any party to this action, to include any pleadings filed after this Answer, and specifically, without limitation, all defenses, counterclaims, set-offs, and credits pled to Plaintiff's claims, to the extent not inconsistent with their Answer herein and their denial of liability of any kind.

WHEREFORE, having fully responded to Plaintiff's Complaint, Defendant prays that Plaintiff's Complaint be dismissed, with prejudice and without cost to Defendant, and for such other relief as this Court deems just and proper.

Respectfully submitted this 14th day of May 2025, in Charleston, South Carolina.

HALL BOOTH SMITH, P.C.

/s/ Ashley S. Heslop

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*Counsel for Defendants Carlyle Senior Care of Fountain
Inn, LLC, Carlyle Senior Care Management Company,
Inc., New Day Health Ventures, LLC, and LARK of
Fountain Inn, LLC*

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	CIVIL ACTION NO.: 2025-CP-23-01757
	)	Survival Action
Kimberly Haag, Individually and as Personal Representative of the Estate of Raymond Zeigler,	)	
	)	
Plaintiff,	)	DEFENDANT CARLYLE SENIOR
	)	CARE OF FOUNTAIN INN, LLCs'
vs.	)	ANSWER TO PLAINTIFF'S
	)	COMPLAINT
Carlyle Senior Care of Fountain Inn, LLC, Carlyle Senior Care Management Company, Inc., New Day Health Ventures, LLC, LARK of Fountain Inn, LLC, Fountain Inn Healthcare, LLC d/b/a Fountain Inn Post Acute, Providence Group, Inc., Providence Administrative Consulting Services, Inc., PACS Group, Inc., PACS Holdings, LLC, and 501 Gulliver Property, LLC,	)	
	)	
Defendants.	)	

Defendant Carlyle Senior Care of Fountain Inn, LLC ("Defendant"), by and through its undersigned counsel, in response to the Complaint of Plaintiff Kimberly Haag, Individually and as Personal Representative of the Estate of Raymond Zeigler ("Plaintiff"), subject to and without waiving Defendant's right to compel arbitration in this matter, alleges and says:

1. Defendant denies each and every allegation of Plaintiff's Complaint not specifically admitted herein.
2. Defendant lacks sufficient information to form a belief as to the allegations contained in Paragraph 1 and, therefore, denies the same and demands strict proof thereof.
3. Answering the allegations contained in Paragraph 2, Defendant admits Carlyle Senior Care of Fountain Inn, LLC ("CSC Fountain Inn") is a South Carolina limited liability company that was licensed to operate a skilled nursing facility in Greenville County, South Carolina and employed staff to provide care and services to its residents and contracted for services by third party providers. Defendant denies the remaining allegations of the paragraph.

4. The allegations contained in Paragraphs 3, 4, 5, 6, 7, 8, 9, and 10 are not directed to Defendant and, therefore, no response is required. To the extent a response is required, the allegations are denied and Defendant demands strict proof thereof.

5. Answering the allegations contained in Paragraph 11, Defendant admits that assets of the skilled nursing facility located at 501 Gulliver Street in Fountain Inn, South Carolina were sold and its operation was transferred on March 31, 2023. Further, to the extent the allegations contained in Paragraph 11 contain a statement of nomenclature that Plaintiff has elected to use in her Complaint, Defendant specifically denies the reference throughout the Complaint. Defendant denies the remaining allegations of the Paragraph.

6. Answering the allegations contained in Paragraph 12, Defendant admits Raymond Zeigler ("Zeigler") was admitted to CSC Fountain Inn for rehabilitation on December 22, 2022 following a hospitalization at Prisma Health Greenville Memorial Hospital ("Prisma Greenville"). Defendant craves reference to the pertinent records of Zeigler and denies any allegations of the Paragraph that are inconsistent with and/or contrary to the records. Defendant denies the remaining allegations of the Paragraph.

7. Answering the allegations contained in Paragraph 13, Defendant admits CSC Fountain Inn staff assessed Zeigler upon admission. Defendant craves reference to Zeigler's pertinent records and denies any allegations of the Paragraph that are inconsistent with and/or contrary to the records. Defendant denies the remaining allegations of the paragraph.

8. Defendant denies the allegations contained in Paragraphs 14, 15, 16 and demands strict proof thereof.

9. Answering the allegations contained in Paragraphs 17 and 18, Defendant admits that on February 3, 2023 staff noted that Zeigler was found lying on his right side and was evaluated and found to have a 2 cm laceration to his head, a 3 cm skin tear to his right elbow. and pain to his right lower leg. Plaintiff and the medical provider were notified and orders were received to transport Zeigler to the hospital for further evaluation. Defendant further craves reference to Zeigler's pertinent records and denies any

allegations of the Paragraph that are inconsistent with and/or contrary to the records. Defendant denies the remaining allegations of the paragraph.

10. Answering the allegations contained in Paragraph 19, Defendant admits Zeigler was transported to the hospital for further evaluation. Defendant lacks sufficient information to admit or deny the remaining allegations and, therefore, denies the same. Defendant further craves reference to the pertinent records of Zeigler and denies any allegations of the Paragraph that are inconsistent with and/or contrary to the records. Defendant denies the remaining allegations of the Paragraph.

11. Answering the allegations contained in Paragraph 20, Defendant admits that on March 18, 2023 staff noted Zeigler was on the floor and that Zeigler was evaluated and found to have “3 skin tears to his right elbow... able to move all extremities without difficulty or pain.” Defendant further craves reference to the pertinent records of Zeigler and denies any allegations of the Paragraph that are inconsistent with and/or contrary to the records. Defendant denies the remaining allegations of the Paragraph.

12. Defendant denies the allegations contained in Paragraph 21 and demands strict proof thereof.

13. Answering the allegations contained in Paragraph 22, Defendant admits Zeigler was treated for urinary tract conditions during his admission to CSC Fountain Inn. To the extent the allegations contained in Paragraph 22 allege Defendant is liable for Zeigler’s genitourinary conditions, including urinary tract infections, the allegations are specifically denied. Defendant denies all remaining allegations of the Paragraph.

14. Defendant denies the allegations contained in Paragraphs 23, 24, 25, including all subparts, and demands strict proof thereof.

15. The allegations contained in Paragraph 26 constitute legal conclusions to which no response is required. To the extent a response is required, Defendant denies the same and demands strict proof thereof

16. Answering Paragraph 27 of the Complaint, Defendant repeats and realleges each of its previous responses as if set forth fully herein.

17. Defendant denies the allegations contained in Paragraphs 28, including all subparts, and 29, and demands strict proof thereof.

18. Defendant denies each and every allegation contained in the First Cause of Action not specifically admitted herein.

19. Answering Paragraph 30, Defendant repeats and realleges each of its previous responses as if set forth fully herein.

20. Defendant denies the allegations contained in Paragraphs 31, including all subparts, and 32, and demands strict proof thereof.

21. Defendant denies each and every allegation contained in the Second Cause of Action not specifically admitted herein.

22. Answering Paragraph 33, Defendant repeats and realleges each of its previous responses as if set forth fully herein.

23. The allegations contained in Paragraph 34 call for legal conclusions to which no response is required. To the extent a response is required, Defendant admits CSC Fountain Inn was subject to certain state and federal statutes and regulations. To the extent the allegations attempt to infer or imply noncompliance with applicable law, Defendant specifically denies the same. All remaining and inconsistent allegations are denied, and Defendant demands strict proof thereof.

24. Defendant denies the allegations contained in Paragraphs 35 and 36 of the Complaint and demands strict proof thereof.

25. Defendant denies each and every allegation contained in the Third Cause of Action not specifically admitted herein.

26. Answering Paragraph 37, Defendant repeats and realleges each of its previous responses as if set forth fully herein.

27. Defendant denies the allegations contained in Paragraph 38 of the Complaint and demands strict proof thereof.

28. Defendant lacks sufficient information to form a belief as to the allegations contained in Paragraph 39 and, therefore, denies the same and demands strict proof thereof.

29. Defendant denies the allegations contained in Paragraphs 40, 41, 42 of the Complaint and demands strict proof thereof.

30. Defendant denies each and every allegation contained in the Fourth Cause of Action not specifically admitted herein.

31. Answering Paragraph 43, Defendant repeats and realleges each of its previous responses as if set forth fully herein.

32. Defendant denies the allegations contained in Paragraph 44 of the Complaint and demands strict proof thereof.

33. Answering the allegations contained in Paragraphs 45 and 46, to the extent any factual allegations are asserted against Defendant, Defendant denies the same and demands strict proof thereof.

34. Defendant denies the allegations contained in Paragraph 47 of the Complaint and demands strict proof thereof.

35. Defendant denies each and every allegation contained in the Fifth Cause of Action not specifically admitted herein.

36. Defendant denies the allegations and claims in the “WHEREFORE” Paragraph, including all claims for relief against Defendant.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Arbitration)

37. The parties to this case are subject to a binding arbitration agreement. Defendant asserts that this suit was improperly brought and should be dismissed, or in the alternative, stayed pending the arbitration of the claims asserted herein.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Failure to State a Claim)

38. One or more of Plaintiff's Causes of Action fails to state facts sufficient to constitute a cause

of action against Defendant and, therefore, should be dismissed pursuant to SCRCP 12(b)(6).

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Compliance with Standards of Care)

39. At all times relevant to the matters set forth in Plaintiff's Complaint, Defendant complied with the generally accepted standards of care applicable to them under the same or similar circumstances at that time, and as a result thereof, Defendant is in no way liable for the matters set forth in Plaintiff's Complaint.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Lack of Proximate Cause)

40. Further answering Plaintiff's Complaint and as an affirmative defense, Defendant would allege that even if Defendant were negligent, as alleged in Plaintiff's Complaint, which is specifically denied, the negligence of or attributable to Defendant is not a direct or proximate cause of any injury alleged by Plaintiff and, therefore, Defendant is not liable for any damages allegedly sustained by Plaintiff.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Natural Disease Process)

41. Defendant would allege, upon information and belief, that any injuries or damages by Plaintiff were due to, caused, and occasioned by the natural disease process and/or recognized complications of said process over which Defendant had no control. As such, Defendant pleads such a natural disease process as a complete bar to this action.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Comparative Negligence)

42. To the extent Defendant is required to do so under South Carolina law or risk waiver, Defendant would raise the defense of comparative negligence. As such, any alleged negligence by Defendant, which is expressly denied, is exceeded by the comparative negligence of the Plaintiff such that said negligence by the Plaintiff exceeds 50 percent of any alleged negligence of Defendant. Further, if the alleged comparative negligence of the Plaintiff is less than 50 percent, Defendant would be entitled to a determination of comparative fault and as a consequence, a reduction in damages, if any. Defendant reserves the right to withdraw this defense at a later time should it be warranted through facts determined

through discovery.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Negligence of Others/Third Parties)

43. Any injury or damages as alleged in Plaintiff's Complaint were due to and caused solely by the actions of others and were not due to or caused by any negligence or act attributable to Defendant and, as a result thereof, Defendant is in no way liable to Plaintiff for the matters set forth in the Complaint.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Intervening/Superseding Negligence)

44. That the injury or damage allegedly suffered by Plaintiff, if any, was due to, and caused by, and was the proximate result of, the intervening and superseding negligence, willfulness, wantonness, and recklessness of the Plaintiff and/or others, and as such constitutes a complete defense to Plaintiff's claims.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Non-Economic Damages Award)

45. No award for non-economic damages shall exceed the statutory limits contained in the Non-Economic Damages Award Act of 2005, S.C. Code § 15-32-200, *et. seq.*

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Limitation of Punitive Damages)

46. Any punitive damages awarded in this case would be subject to the limitations described in S.C. Code Ann. § 15-32-530.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Punitive Damages Unconstitutional)

47. Further answering Plaintiff's Complaint and as an affirmative defense, Defendant would show the claim of Plaintiff for punitive damages against Defendant cannot be sustained because any award of punitive damages under South Carolina law by a jury that (1) is not provided standards of sufficient clarity for determining the appropriateness and the appropriate size of the punitive damages award, (2) is not adequately instructed on the limits of punitive damages imposed by the applicable principles of deterrence and punishment, (3) is not expressly prohibited from awarding punitive damages or determining

the amount of an award of punitive damages in whole or in part on the basis of invidiously discriminatory characteristics including the resident wealth and corporate status of Defendant, (4) is permitted to award punitive damages under a standard for determining liability for punitive damages that is vague and arbitrary and does not define with sufficient clarity of the conduct or mental state that makes punitive damages permissible, and (5) is not subject to trial court and appellate court judicial review for reasonableness and furtherance of legitimate purposes on the basis of objective standards would violate Defendant's due process and equal protection rights guaranteed by the 14th Amendment to the United States Constitution and by the South Carolina constitutional provisions providing for due process and equal protection and would be improper under the common law and public policies of the State of South Carolina.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Bifurcation)

48. Pursuant to South Carolina law, Defendant demands that any claim for punitive damages be bifurcated/separated from the liability and actual damages evidence at the trial of this case.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Reservation and Non-Waiver)

49. Defendant reserves any additional affirmative defenses as may be revealed or become available to them during the course of their investigation and/or discovery in the case and are consistent with the South Carolina Rules of Civil Procedure.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Incorporation)

50. Defendant hereby incorporates and asserts all defenses, counterclaims, set-offs, and credits pled by any party to this action, to include any pleadings filed after this Answer, and specifically, without limitation, all defenses, counterclaims, set-offs, and credits pled to Plaintiff's claims, to the extent not inconsistent with their Answer herein and their denial of liability of any kind.

WHEREFORE, having fully responded to Plaintiff's Complaint, Defendant prays that Plaintiff's Complaint be dismissed, with prejudice and without cost to Defendant, and for such other relief as this Court deems just and proper.

Respectfully submitted this 14th day of May 2025, in Charleston, South Carolina.

HALL BOOTH SMITH, P.C.

/s/ Ashley S. Heslop

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*Counsel for Defendants Carlyle Senior Care of Fountain
Inn, LLC, Carlyle Senior Care Management Company,
Inc., New Day Health Ventures, LLC, and LARK of
Fountain Inn, LLC*

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	CIVIL ACTION NO.: 2025-CP-23-01757
	)	Survival Action
Kimberly Haag, Individually and as Personal Representative of the Estate of Raymond Zeigler,	)	
	)	
Plaintiff,	)	DEFENDANT LARK OF FOUNTAIN
	)	INN, LLC'S ANSWER TO PLAINTIFF'S
vs.	)	COMPLAINT
	)	
Carlyle Senior Care of Fountain Inn, LLC, Carlyle Senior Care Management Company, Inc., New Day Health Ventures, LLC, LARK of Fountain Inn, LLC, Fountain Inn Healthcare, LLC d/b/a Fountain Inn Post Acute, Providence Group, Inc., Providence Administrative Consulting Services, Inc., PACS Group, Inc., PACS Holdings, LLC, and 501 Gulliver Property, LLC,	)	
	)	
Defendants.	)	

Defendant LARK of Fountain Inn, LLC ("Defendant"), by and through its undersigned counsel, in response to the Complaint of Plaintiff Kimberly Haag, Individually and as Personal Representative of the Estate of Raymond Zeigler ("Plaintiff"), subject to and without waiving Defendant's right to compel arbitration in this matter allege and say:

1. Defendant denies each and every allegation of Plaintiff's Complaint not specifically admitted herein.
2. Defendant lacks sufficient information to form a belief as to the allegations contained in Paragraph 1 and, therefore, denies the same and demands strict proof thereof.
3. The allegations contained in Paragraphs 2, 3, 4, 5, 6, 7, 8, and 9 are not directed to Defendant and, therefore, no response is required. To the extent a response is required, the allegations are denied and Defendant demands strict proof thereof.
4. Answering the allegations contained in Paragraph 10, Defendant admits LARK of Fountain Inn, LLC is a South Carolina Limited Liability Company that owned the property located at 501 Gulliver Street in Fountain Inn, South Carolina and leased the building to CSC Fountain Inn. Defendant denies all remaining allegations.

5. Answering the allegations contained in Paragraph 11, Defendant admits that assets of the skilled nursing facility located at 501 Gulliver Street in Fountain Inn, South Carolina were sold and its operation was transferred on March 31, 2023. Further, to the extent the allegations contained in Paragraph 11 contain a statement of nomenclature that Plaintiff has elected to use in her Complaint, Defendant specifically denies the reference throughout the Complaint. Defendant denies the remaining allegations of the Paragraph.

6. Defendant lacks sufficient information to form a belief as to the allegations contained in Paragraph 12 and, therefore, denies the same and demands strict proof thereof.

7. Defendant denies the allegations contained in Paragraphs 13, 14, 15, and 16 and demands strict proof thereof.

8. Defendant lacks sufficient information to form a belief as to the allegations contained in Paragraphs 17, 18, 19, and 20 and, therefore, denies the same and demands strict proof thereof.

9. Defendant denies the allegations contained in Paragraph 21 of the Complaint and demands strict proof thereof.

10. Defendant lacks sufficient information to form a belief as to the allegations contained in Paragraph 22 and, therefore, denies the same and demands strict proof thereof.

11. Defendant denies the allegations contained in Paragraphs 23, 24, 25, including all subparts, and demands strict proof thereof.

12. The allegations contained in Paragraph 26 constitute legal conclusions to which no response is required. To the extent a response is required, Defendant denies the same and demands strict proof thereof

13. Answering Paragraph 27 of the Complaint, Defendant repeats and realleges each of its previous responses as if set forth fully herein.

14. Defendant denies the allegations contained in Paragraphs 28, including all subparts, and 29, and demands strict proof thereof.

15. Defendant denies each and every allegation contained in the First Cause of Action not specifically admitted herein.

16. Answering Paragraph 30, Defendant repeats and realleges each of its previous responses as if set forth fully herein.

17. Defendant denies the allegations contained in Paragraph 31, including all subparts, and 32, and demands strict proof thereof.

18. Defendant denies each and every allegation contained in the Second Cause of Action not specifically admitted herein.

19. Answering Paragraph 33, Defendant repeats and realleges each of its previous responses as if set forth fully herein.

20. The allegations contained in Paragraph 34 call for legal conclusions to which no response is required. To the extent a response is required, Defendant admits CSC Fountain Inn was subject to certain state and federal statutes and regulations. To the extent the allegations attempt to infer or imply noncompliance with applicable law and/or impose or expand duties owed pursuant to law, Defendant specifically denies the same. All remaining and inconsistent allegations are denied, and Defendant demands strict proof thereof.

21. Defendant denies the allegations contained in Paragraphs 35 and 36 of the Complaint and demands strict proof thereof.

22. Defendant denies each and every allegation contained in the Third Cause of Action not specifically admitted herein.

23. Answering Paragraph 37, Defendant repeats and realleges each of its previous responses as if set forth fully herein.

24. Defendant lacks sufficient information to form a belief as to the allegations contained in Paragraphs 38 and 39 and, therefore, denies the same and demands strict proof thereof.

25. Defendant denies the allegations contained in Paragraphs 40, 41, 42 of the Complaint and demands strict proof thereof.

26. Defendant denies each and every allegation contained in the Fourth Cause of Action not specifically admitted herein.

27. Answering Paragraph 43, Defendant repeats and realleges each of its previous responses as if set forth fully herein.

28. Defendant denies the allegations contained in Paragraphs 44, 45, 46, and 47 of the Complaint and demands strict proof thereof.

29. Defendant denies each and every allegation contained in the Fifth Cause of Action not specifically admitted herein.

30. Defendant denies the allegations and claims in the “WHEREFORE” Paragraph, including all claims for relief against Defendant.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Arbitration)

31. The parties to this case are subject to a binding arbitration agreement. Defendant asserts that this suit was improperly brought and should be dismissed, or in the alternative, stayed pending the arbitration of the claims asserted herein.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Failure to State a Claim)

32. One or more of Plaintiff's Causes of Action fails to state facts sufficient to constitute a cause of action against Defendant and, therefore, should be dismissed pursuant to SCRCP 12(b)(6).

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Compliance with Standards of Care)

33. At all times relevant to the matters set forth in Plaintiff's Complaint, Defendant complied with the generally accepted standards of care applicable to them under the same or similar circumstances at that time, and as a result thereof, Defendant is in no way liable for the matters set forth in Plaintiff's Complaint.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Lack of Proximate Cause)

34. Further answering Plaintiff's Complaint and as an affirmative defense, Defendant would

allege that even if Defendant were negligent, as alleged in Plaintiff's Complaint, which is specifically denied, the negligence of or attributable to Defendant is not a direct or proximate cause of any injury alleged by Plaintiff and, therefore, Defendant is not liable for any damages allegedly sustained by Plaintiff.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Natural Disease Process)

35. Defendant would allege, upon information and belief, that any injuries or damages by Plaintiff were due to, caused, and occasioned by the natural disease process and/or recognized complications of said process over which Defendant had no control. As such, Defendant pleads such a natural disease process as a complete bar to this action.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Comparative Negligence)

36. To the extent Defendant is required to do so under South Carolina law or risk waiver, Defendant would raise the defense of comparative negligence. As such, any alleged negligence by Defendant, which is expressly denied, is exceeded by the comparative negligence of the Plaintiff such that said negligence by the Plaintiff exceeds 50 percent of any alleged negligence of Defendant. Further, if the alleged comparative negligence of the Plaintiff is less than 50 percent, Defendant would be entitled to a determination of comparative fault and as a consequence, a reduction in damages, if any. Defendant reserves the right to withdraw this defense at a later time should it be warranted through facts determined through discovery.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Negligence of Others/Third Parties)

37. Any injury or damages as alleged in Plaintiff's Complaint were due to and caused solely by the actions of others and were not due to or caused by any negligence or act attributable to Defendant and, as a result thereof, Defendant is in no way liable to Plaintiff for the matters set forth in the Complaint.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Intervening/Superseding Negligence)

38. That the injury or damage allegedly suffered by Plaintiff, if any, was due to, and caused by, and was the proximate result of, the intervening and superseding negligence, willfulness, wantonness, and

recklessness of the Plaintiff and/or others, and as such constitutes a complete defense to Plaintiff's claims.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Non-Economic Damages Award)

39. No award for non-economic damages shall exceed the statutory limits contained in the Non-Economic Damages Award Act of 2005, S.C. Code § 15-32-200, *et. seq.*

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Limitation of Punitive Damages)

40. Any punitive damages awarded in this case would be subject to the limitations described in S.C. Code Ann. § 15-32-530.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Punitive Damages Unconstitutional)

41. Further answering Plaintiff's Complaint and as an affirmative defense, Defendant would show the claim of Plaintiff for punitive damages against Defendant cannot be sustained because any award of punitive damages under South Carolina law by a jury that (1) is not provided standards of sufficient clarity for determining the appropriateness and the appropriate size of the punitive damages award, (2) is not adequately instructed on the limits of punitive damages imposed by the applicable principles of deterrence and punishment, (3) is not expressly prohibited from awarding punitive damages or determining the amount of an award of punitive damages in whole or in part on the basis of invidiously discriminatory characteristics including the resident wealth and corporate status of Defendant, (4) is permitted to award punitive damages under a standard for determining liability for punitive damages that is vague and arbitrary and does not define with sufficient clarity of the conduct or mental state that makes punitive damages permissible, and (5) is not subject to trial court and appellate court judicial review for reasonableness and furtherance of legitimate purposes on the basis of objective standards would violate Defendant's due process and equal protection rights guaranteed by the 14th Amendment to the United States Constitution and by the South Carolina constitutional provisions providing for due process and equal protection and would be improper under the common law and public policies of the State of South Carolina.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Bifurcation)

42. Pursuant to South Carolina law, Defendant demands that any claim for punitive damages be bifurcated/separated from the liability and actual damages evidence at the trial of this case.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Reservation and Non-Waiver)

43. Defendant reserves any additional affirmative defenses as may be revealed or become available to them during the course of their investigation and/or discovery in the case and are consistent with the South Carolina Rules of Civil Procedure.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Incorporation)

44. Defendant hereby incorporates and asserts all defenses, counterclaims, set-offs, and credits pled by any party to this action, to include any pleadings filed after this Answer, and specifically, without limitation, all defenses, counterclaims, set-offs, and credits pled to Plaintiff's claims, to the extent not inconsistent with their Answer herein and their denial of liability of any kind.

WHEREFORE, having fully responded to Plaintiff's Complaint, Defendant prays that Plaintiff's Complaint be dismissed, with prejudice and without cost to Defendant, and for such other relief as this Court deems just and proper.

Respectfully submitted this 14th day of May 2025, in Charleston, South Carolina.

HALL BOOTH SMITH, P.C.

/s/ Ashley S. Heslop

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Counsel for Defendants Carlyle Senior Care of Fountain Inn, LLC, Carlyle Senior Care Management Company, Inc., New Day Health Ventures, LLC, and LARK of Fountain Inn, LLC

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	CIVIL ACTION NO.: 2025-CP-23-01757
	)	Survival Action
Kimberly Haag, Individually and as Personal Representative of the Estate of Raymond Zeigler,	)	
	)	
Plaintiff,	)	DEFENDANT NEW DAY HEALTH VENTURES, LLC'S ANSWER TO PLAINTIFF'S COMPLAINT
	)	
vs.	)	
	)	
Carlyle Senior Care of Fountain Inn, LLC, Carlyle Senior Care Management Company, Inc., New Day Health Ventures, LLC, LARK of Fountain Inn, LLC, Fountain Inn Healthcare, LLC d/b/a Fountain Inn Post Acute, Providence Group, Inc., Providence Administrative Consulting Services, Inc., PACS Group, Inc., PACS Holdings, LLC, and 501 Gulliver Property, LLC,	)	
	)	
Defendants.	)	

Defendant New Day Health Ventures, LLC ("Defendant"), by and through its undersigned counsel, in response to the Complaint of Plaintiff Kimberly Haag, Individually and as Personal Representative of the Estate of Raymond Zeigler ("Plaintiff"), subject to and without waiving Defendant's right to compel arbitration in this matter allege and say:

1. Defendant denies each and every allegation of Plaintiff's Complaint not specifically admitted herein.
2. Defendant lacks sufficient information to form a belief as to the allegations contained in Paragraph 1 and, therefore, denies the same and demands strict proof thereof.
3. The allegations contained in Paragraphs 2 and 3 are not directed to Defendant and, therefore, no response is required. To the extent a response is required, the allegations are denied and Defendant demands strict proof thereof.
4. Answering the allegations contained in Paragraph 4, Defendant admits New Day Health Ventures, LLC ("New Day") is a South Carolina limited liability company and that New Day is the sole

owner of Carlyle Senior Care of Fountain Inn, LLC. Defendant denies the remaining allegations of the paragraph.

5. The allegations contained in Paragraphs 5, 6, 7, 8, 9, and 10 are not directed to Defendant and, therefore, no response is required. To the extent a response is required, the allegations are denied and Defendant demands strict proof thereof.

6. Answering the allegations contained in Paragraph 11, Defendant admits that assets of the skilled nursing facility located at 501 Gulliver Street in Fountain Inn, South Carolina were sold and its operation was transferred on March 31, 2023. Further, to the extent the allegations contained in Paragraph 11 contain a statement of nomenclature that Plaintiff has elected to use in her Complaint, Defendant specifically denies the reference throughout the Complaint. Defendant denies the remaining allegations of the Paragraph.

7. Defendant lacks sufficient information to form a belief as to the allegations contained in Paragraph 12 and, therefore, denies the same and demands strict proof thereof.

8. Defendant denies the allegations contained in Paragraphs 13, 14, 15, and 16 and demands strict proof thereof.

9. Defendant lacks sufficient information to form a belief as to the allegations contained in Paragraphs 17, 18, 19, and 20 and, therefore, denies the same and demands strict proof thereof.

10. Defendant denies the allegations contained in Paragraph 21 of the Complaint and demands strict proof thereof.

11. Defendant lacks sufficient information to form a belief as to the allegations contained in Paragraph 22 and, therefore, denies the same and demands strict proof thereof.

12. Defendant denies the allegations contained in Paragraphs 23, 24, 25, including all subparts, and demands strict proof thereof.

13. The allegations contained in Paragraph 26 constitute legal conclusions to which no response is required. To the extent a response is required, Defendant denies the same and demands strict proof thereof

14. Answering Paragraph 27 of the Complaint, Defendant repeats and realleges each of its previous responses as if set forth fully herein.

15. Defendant denies the allegations contained in Paragraphs 28, including all subparts, and 29, and demands strict proof thereof.

16. Defendant denies each and every allegation contained in the First Cause of Action not specifically admitted herein.

17. Answering Paragraph 30, Defendant repeats and realleges each of its previous responses as if set forth fully herein.

18. Defendant denies the allegations contained in Paragraph 31, including all subparts, and 32, and demands strict proof thereof.

19. Defendant denies each and every allegation contained in the Second Cause of Action not specifically admitted herein.

20. Answering Paragraph 33, Defendant repeats and realleges each of its previous responses as if set forth fully herein.

21. The allegations contained in Paragraph 34 call for legal conclusions to which no response is required. To the extent a response is required, Defendant admits CSC Fountain Inn was subject to certain state and federal statutes and regulations. To the extent the allegations attempt to infer or imply noncompliance with applicable law and/or impose or expand duties owed pursuant to law, Defendant specifically denies the same. All remaining and inconsistent allegations are denied, and Defendant demands strict proof thereof.

22. Defendant denies the allegations contained in Paragraphs 35 and 36 of the Complaint and demands strict proof thereof.

23. Defendant denies each and every allegation contained in the Third Cause of Action not specifically admitted herein.

24. Answering Paragraph 37, Defendant repeats and realleges each of its previous responses as if set forth fully herein.

25. Defendant lacks sufficient information to form a belief as to the allegations contained in Paragraphs 38 and 39 and, therefore, denies the same and demands strict proof thereof.

26. Defendant denies the allegations contained in Paragraphs 40, 41, 42 of the Complaint and demands strict proof thereof.

27. Defendant denies each and every allegation contained in the Fourth Cause of Action not specifically admitted herein.

28. Answering Paragraph 43, Defendant repeats and realleges each of its previous responses as if set forth fully herein.

29. Defendant denies the allegations contained in Paragraphs 44, 45, 46, and 47 of the Complaint and demands strict proof thereof.

30. Defendant denies each and every allegation contained in the Fifth Cause of Action not specifically admitted herein.

31. Defendant denies the allegations and claims in the “WHEREFORE” Paragraph, including all claims for relief against Defendant.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Arbitration)

32. The parties to this case are subject to a binding arbitration agreement. Defendant asserts that this suit was improperly brought and should be dismissed, or in the alternative, stayed pending the arbitration of the claims asserted herein.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Failure to State a Claim)

33. One or more of Plaintiff's Causes of Action fails to state facts sufficient to constitute a cause of action against Defendant and, therefore, should be dismissed pursuant to SCRCP 12(b)(6).

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Compliance with Standards of Care)

34. At all times relevant to the matters set forth in Plaintiff's Complaint, Defendant complied with the generally accepted standards of care applicable to them under the same or similar circumstances at that time, and as a result thereof, Defendant is in no way liable for the matters set forth in Plaintiff's Complaint.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Lack of Proximate Cause)

35. Further answering Plaintiff's Complaint and as an affirmative defense, Defendant would allege that even if Defendant were negligent, as alleged in Plaintiff's Complaint, which is specifically denied, the negligence of or attributable to Defendant is not a direct or proximate cause of any injury alleged by Plaintiff and, therefore, Defendant is not liable for any damages allegedly sustained by Plaintiff.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Natural Disease Process)

36. Defendant would allege, upon information and belief, that any injuries or damages by Plaintiff were due to, caused, and occasioned by the natural disease process and/or recognized complications of said process over which Defendant had no control. As such, Defendant pleads such a natural disease process as a complete bar to this action.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Comparative Negligence)

37. To the extent Defendant is required to do so under South Carolina law or risk waiver, Defendant would raise the defense of comparative negligence. As such, any alleged negligence by Defendant, which is expressly denied, is exceeded by the comparative negligence of the Plaintiff such that said negligence by the Plaintiff exceeds 50 percent of any alleged negligence of Defendant. Further, if the alleged comparative negligence of the Plaintiff is less than 50 percent, Defendant would be entitled to a determination of comparative fault and as a consequence, a reduction in damages, if any. Defendant reserves the right to withdraw this defense at a later time should it be warranted through facts determined through discovery.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Negligence of Others/Third Parties)

38. Any injury or damages as alleged in Plaintiff's Complaint were due to and caused solely by the actions of others and were not due to or caused by any negligence or act attributable to Defendant and, as a result thereof, Defendant is in no way liable to Plaintiff for the matters set forth in the Complaint.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Intervening/Superseding Negligence)

39. That the injury or damage allegedly suffered by Plaintiff, if any, was due to, and caused by, and was the proximate result of, the intervening and superseding negligence, willfulness, wantonness, and recklessness of the Plaintiff and/or others, and as such constitutes a complete defense to Plaintiff's claims.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Non-Economic Damages Award)

40. No award for non-economic damages shall exceed the statutory limits contained in the Non-Economic Damages Award Act of 2005, S.C. Code § 15-32-200, *et. seq.*

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Limitation of Punitive Damages)

41. Any punitive damages awarded in this case would be subject to the limitations described in S.C. Code Ann. § 15-32-530.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Punitive Damages Unconstitutional)

42. Further answering Plaintiff's Complaint and as an affirmative defense, Defendant would show the claim of Plaintiff for punitive damages against Defendant cannot be sustained because any award of punitive damages under South Carolina law by a jury that (1) is not provided standards of sufficient clarity for determining the appropriateness and the appropriate size of the punitive damages award, (2) is not adequately instructed on the limits of punitive damages imposed by the applicable principles of deterrence and punishment, (3) is not expressly prohibited from awarding punitive damages or determining the amount of an award of punitive damages in whole or in part on the basis of invidiously discriminatory

characteristics including the resident wealth and corporate status of Defendant, (4) is permitted to award punitive damages under a standard for determining liability for punitive damages that is vague and arbitrary and does not define with sufficient clarity of the conduct or mental state that makes punitive damages permissible, and (5) is not subject to trial court and appellate court judicial review for reasonableness and furtherance of legitimate purposes on the basis of objective standards would violate Defendant's due process and equal protection rights guaranteed by the 14th Amendment to the United States Constitution and by the South Carolina constitutional provisions providing for due process and equal protection and would be improper under the common law and public policies of the State of South Carolina.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Bifurcation)

43. Pursuant to South Carolina law, Defendant demands that any claim for punitive damages be bifurcated/separated from the liability and actual damages evidence at the trial of this case.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Reservation and Non-Waiver)

44. Defendant reserves any additional affirmative defenses as may be revealed or become available to them during the course of their investigation and/or discovery in the case and are consistent with the South Carolina Rules of Civil Procedure.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Incorporation)

45. Defendant hereby incorporates and asserts all defenses, counterclaims, set-offs, and credits pled by any party to this action, to include any pleadings filed after this Answer, and specifically, without limitation, all defenses, counterclaims, set-offs, and credits pled to Plaintiff's claims, to the extent not inconsistent with their Answer herein and their denial of liability of any kind.

WHEREFORE, having fully responded to Plaintiff's Complaint, Defendant prays that Plaintiff's Complaint be dismissed, with prejudice and without cost to Defendant, and for such other relief as this Court deems just and proper.

Respectfully submitted this 14th day of May 2025, in Charleston, South Carolina.

HALL BOOTH SMITH, P.C.

/s/ Ashley S. Heslop

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*Counsel for Defendants Carlyle Senior Care of Fountain
Inn, LLC, Carlyle Senior Care Management Company,
Inc., New Day Health Ventures, LLC, and LARK of
Fountain Inn, LLC*

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	CIVIL ACTION NO.: 2025-CP-23-01759
	)	Wrongful Death Action
Kimberly Haag, Individually and as Personal Representative of the Estate of Raymond Zeigler,	)	
	)	
Plaintiff,	)	DEFENDANT CARLYLE SENIOR CARE MANAGEMENT COMPANY INC.'S ANSWER TO PLAINTIFF'S COMPLAINT
vs.	)	
	)	
Carlyle Senior Care of Fountain Inn, LLC, Carlyle Senior Care Management Company, Inc., New Day Health Ventures, LLC, LARK of Fountain Inn, LLC, Fountain Inn Healthcare, LLC d/b/a Fountain Inn Post Acute, Providence Group, Inc., Providence Administrative Consulting Services, Inc., PACS Group, Inc., PACS Holdings, LLC, and 501 Gulliver Property, LLC,	)	
	)	
Defendants.	)	

Defendant Carlyle Senior Care Management Company, Inc. ("Defendant"), by and through its undersigned counsel, in response to the Complaint of Plaintiff Kimberly Haag, Individually and as Personal Representative of the Estate of Raymond Zeigler ("Plaintiff"), subject to and without waiving Defendant's right to compel arbitration in this matter, alleges and says:

1. Defendant denies each and every allegation of Plaintiff's Complaint not specifically admitted herein.
2. Defendant lacks sufficient information to form a belief as to the allegations contained in Paragraph 1 and, therefore, denies the same and demands strict proof thereof.
3. The allegations contained in Paragraph 2 are not directed to Defendant and therefore no response is required. To the extent a response is required, the allegations are denied
4. Answering the allegations contained in Paragraph 3, Defendant admits Carlyle Senior Care Management Company, Inc. ("CSC Management") is a South Carolina corporation that provided certain management services to Carlyle Senior Care of Fountain Inn, LLC ("CSC Fountain Inn"). Defendant denies all remaining allegations.

5. The allegations contained in Paragraphs 4, 5, 6, 7, 8, 9, and 10 are not directed to Defendant and, therefore, no response is required. To the extent a response is required, the allegations are denied and Defendant demands strict proof thereof.

6. Answering the allegations contained in Paragraph 11, Defendant admits that assets of the skilled nursing facility located at 501 Gulliver Street in Fountain Inn, South Carolina were sold and its operation was transferred on March 31, 2023. Further, to the extent the allegations contained in Paragraph 11 contain a statement of nomenclature that Plaintiff has elected to use in her Complaint, Defendant specifically denies the reference throughout the Complaint. Defendant denies the remaining allegations of the Paragraph.

7. Answering the allegations contained in Paragraph 12, Defendant admits Raymond Zeigler (“Zeigler”) was admitted to CSC Fountain Inn for rehabilitation on December 22, 2022 following a hospitalization at Prisma Health Greenville Memorial Hospital (“Prisma Greenville”). Defendant craves reference to the pertinent records of Zeigler and denies any allegations of the Paragraph that are inconsistent with and/or contrary to the records. Defendant denies the remaining allegations of the Paragraph.

8. Answering the allegations contained in Paragraph 13, Defendant admits CSC Fountain Inn staff assessed Zeigler upon admission. Defendant craves reference to Zeigler’s pertinent records and denies any allegations of the Paragraph that are inconsistent with and/or contrary to the records. Defendant denies the remaining allegations of the paragraph.

9. Defendant denies the allegations contained in Paragraphs 14, 15, 16 and demands strict proof thereof.

10. Answering the allegations contained in Paragraphs 17 and 18, Defendant admits that on February 3, 2023 CSC Fountain Inn staff noted that Zeigler was found lying on his right side and was evaluated and found to have a 2 cm laceration to his head, a 3 cm skin tear to his right elbow. and pain to his right lower leg. Plaintiff and the medical provider were notified and orders were received to transport Zeigler to the hospital for further evaluation. Defendant further craves reference to Zeigler’s pertinent

records and denies any allegations of the Paragraph that are inconsistent with and/or contrary to the records. Defendant denies the remaining allegations of the paragraph.

11. Answering the allegations contained in Paragraph 19, Defendant admits Zeigler was transported to the hospital for further evaluation. Defendant lacks sufficient information to admit or deny the remaining allegations and, therefore, denies the same. Defendant further craves reference to the pertinent records of Zeigler and denies any allegations of the Paragraph that are inconsistent with and/or contrary to the records. Defendant denies the remaining allegations of the Paragraph.

12. Answering the allegations contained in Paragraph 20, Defendant admits that on March 18, 2023 CSC Fountain Inn staff noted Zeigler was on the floor and that Zeigler was evaluated and found to have “3 skin tears to his right elbow... able to move all extremities without difficulty or pain.” Defendant further craves reference to the pertinent records of Zeigler and denies any allegations of the Paragraph that are inconsistent with and/or contrary to the records. Defendant denies the remaining allegations of the Paragraph.

13. Defendant denies the allegations contained in Paragraph 21 of the Complaint and demands strict proof thereof.

14. Answering the allegations contained in Paragraph 22, Defendant admits Zeigler was treated for urinary tract conditions during his admission to CSC Fountain Inn. To the extent the allegations contained in Paragraph 22 allege Defendant is liable for Zeigler’s genitourinary conditions, including urinary tract infections, the allegations are specifically denied. Defendant denies all remaining allegations of the Paragraph.

15. Defendant denies the allegations contained in Paragraphs 23, 24, 25, including all subparts, and demands strict proof thereof.

16. The allegations contained in Paragraph 26 constitute legal conclusions to which no response is required. To the extent a response is required, Defendant denies the same and demands strict proof thereof

17. Answering Paragraph 27 of the Complaint, Defendant repeats and realleges each of its previous responses as if set forth fully herein.

18. Defendant denies the allegations contained in Paragraphs 28, including all subparts, and 29, and demands strict proof thereof.

19. Defendant denies each and every allegation contained in the First Cause of Action not specifically admitted herein.

20. Answering Paragraph 30, Defendant repeats and realleges each of its previous responses as if set forth fully herein.

21. Defendant denies the allegations contained in Paragraphs 31, including all subparts, and 32, and demands strict proof thereof.

22. Defendant denies each and every allegation contained in the Second Cause of Action not specifically admitted herein.

23. Answering Paragraph 33, Defendant repeats and realleges each of its previous responses as if set forth fully herein.

24. The allegations contained in Paragraph 34 call for legal conclusions to which no response is required. To the extent a response is required, Defendant admits CSC Fountain Inn was subject to certain state and federal statutes and regulations. To the extent the allegations attempt to infer or imply noncompliance with applicable law and/or attempt to expand the duties owed by Defendant pursuant to law, Defendant specifically denies the same. All remaining and inconsistent allegations are denied, and Defendant demands strict proof thereof.

25. Defendant denies the allegations contained in Paragraphs 35 and 36 of the Complaint and demands strict proof thereof.

26. Defendant denies each and every allegation contained in the Third Cause of Action not specifically admitted herein.

27. Answering Paragraph 37, Defendant repeats and realleges each of its previous responses as if set forth fully herein.

28. Defendant denies the allegations contained in Paragraph 38 of the Complaint and demands strict proof thereof.

29. Defendant lacks sufficient information to form a belief as to the allegations contained in Paragraph 39 and, therefore, denies the same and demands strict proof thereof.

30. Defendant denies the allegations contained in Paragraphs 40, 41, 42 of the Complaint and demands strict proof thereof.

31. Defendant denies each and every allegation contained in the Fourth Cause of Action not specifically admitted herein.

32. Answering Paragraph 43, Defendant repeats and realleges each of its previous responses as if set forth fully herein.

33. Defendant denies the allegations contained in Paragraphs 44, 45, 46, and 47 of the Complaint and demands strict proof thereof.

34. Defendant denies each and every allegation contained in the Fifth Cause of Action not specifically admitted herein.

35. Defendant denies the allegations and claims in the “WHEREFORE” Paragraph, including all claims for relief against Defendant.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Arbitration)

36. The parties to this case are subject to a binding arbitration agreement. Defendant asserts that this suit was improperly brought and should be dismissed, or in the alternative, stayed pending the arbitration of the claims asserted herein.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Failure to State a Claim)

37. One or more of Plaintiff's Causes of Action fails to state facts sufficient to constitute a cause of action against Defendant and, therefore, should be dismissed pursuant to SCRCP 12(b)(6).

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Compliance with Standards of Care)

38. At all times relevant to the matters set forth in Plaintiff's Complaint, Defendant complied with the generally accepted standards of care applicable to them under the same or similar circumstances at that time, and as a result thereof, Defendant is in no way liable for the matters set forth in Plaintiff's Complaint.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Lack of Proximate Cause)

39. Further answering Plaintiff's Complaint and as an affirmative defense, Defendant would allege that even if Defendant were negligent, as alleged in Plaintiff's Complaint, which is specifically denied, the negligence of or attributable to Defendant is not a direct or proximate cause of any injury alleged by Plaintiff and, therefore, Defendant is not liable for any damages allegedly sustained by Plaintiff.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Natural Disease Process)

40. Defendant would allege, upon information and belief, that any injuries or damages by Plaintiff were due to, caused, and occasioned by the natural disease process and/or recognized complications of said process over which Defendant had no control. As such, Defendant pleads such a natural disease process as a complete bar to this action.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Comparative Negligence)

41. To the extent Defendant is required to do so under South Carolina law or risk waiver, Defendant would raise the defense of comparative negligence. As such, any alleged negligence by Defendant, which is expressly denied, is exceeded by the comparative negligence of the Plaintiff such that said negligence by the Plaintiff exceeds 50 percent of any alleged negligence of Defendant. Further, if the alleged comparative negligence of the Plaintiff is less than 50 percent, Defendant would be entitled to a determination of comparative fault and as a consequence, a reduction in damages, if any. Defendant reserves the right to withdraw this defense at a later time should it be warranted through facts determined through discovery.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Negligence of Others/Third Parties)

42. Any injury or damages as alleged in Plaintiff's Complaint were due to and caused solely by the actions of others and were not due to or caused by any negligence or act attributable to Defendant and, as a result thereof, Defendant is in no way liable to Plaintiff for the matters set forth in the Complaint.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Intervening/Superseding Negligence)

43. That the injury or damage allegedly suffered by Plaintiff, if any, was due to, and caused by, and was the proximate result of, the intervening and superseding negligence, willfulness, wantonness, and recklessness of the Plaintiff and/or others, and as such constitutes a complete defense to Plaintiff's claims.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Non-Economic Damages Award)

44. No award for non-economic damages shall exceed the statutory limits contained in the Non-Economic Damages Award Act of 2005, S.C. Code § 15-32-200, *et. seq.*

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Limitation of Punitive Damages)

45. Any punitive damages awarded in this case would be subject to the limitations described in S.C. Code Ann. § 15-32-530.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Punitive Damages Unconstitutional)

46. Further answering Plaintiff's Complaint and as an affirmative defense, Defendant would show the claim of Plaintiff for punitive damages against Defendant cannot be sustained because any award of punitive damages under South Carolina law by a jury that (1) is not provided standards of sufficient clarity for determining the appropriateness and the appropriate size of the punitive damages award, (2) is not adequately instructed on the limits of punitive damages imposed by the applicable principles of deterrence and punishment, (3) is not expressly prohibited from awarding punitive damages or determining the amount of an award of punitive damages in whole or in part on the basis of invidiously discriminatory

characteristics including the resident wealth and corporate status of Defendant, (4) is permitted to award punitive damages under a standard for determining liability for punitive damages that is vague and arbitrary and does not define with sufficient clarity of the conduct or mental state that makes punitive damages permissible, and (5) is not subject to trial court and appellate court judicial review for reasonableness and furtherance of legitimate purposes on the basis of objective standards would violate Defendant's due process and equal protection rights guaranteed by the 14th Amendment to the United States Constitution and by the South Carolina constitutional provisions providing for due process and equal protection and would be improper under the common law and public policies of the State of South Carolina.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Bifurcation)

47. Pursuant to South Carolina law, Defendant demands that any claim for punitive damages be bifurcated/separated from the liability and actual damages evidence at the trial of this case.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Reservation and Non-Waiver)

48. Defendant reserves any additional affirmative defenses as may be revealed or become available to them during the course of their investigation and/or discovery in the case and are consistent with the South Carolina Rules of Civil Procedure.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Incorporation)

49. Defendant hereby incorporates and asserts all defenses, counterclaims, set-offs, and credits pled by any party to this action, to include any pleadings filed after this Answer, and specifically, without limitation, all defenses, counterclaims, set-offs, and credits pled to Plaintiff's claims, to the extent not inconsistent with their Answer herein and their denial of liability of any kind.

WHEREFORE, having fully responded to Plaintiff's Complaint, Defendant prays that Plaintiff's Complaint be dismissed, with prejudice and without cost to Defendant, and for such other relief as this Court deems just and proper.

Respectfully submitted this 14th day of May 2025, in Charleston, South Carolina.

HALL BOOTH SMITH, P.C.

/s/ Ashley S. Heslop

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Inn, LLC, Carlyle Senior Care Management Company,
Inc., New Day Health Ventures, LLC, and LARK of
Fountain Inn, LLC*

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	CIVIL ACTION NO.: 2025-CP-23-01759
	)	Wrongful Death Action
Kimberly Haag, Individually and as Personal Representative of the Estate of Raymond Zeigler,	)	
	)	
Plaintiff,	)	DEFENDANT CARLYLE SENIOR
	)	CARE OF FOUNTAIN INN, LLC'S
vs.	)	ANSWER TO PLAINTIFF'S
	)	COMPLAINT
Carlyle Senior Care of Fountain Inn, LLC, Carlyle Senior Care Management Company, Inc., New Day Health Ventures, LLC, LARK of Fountain Inn, LLC, Fountain Inn Healthcare, LLC d/b/a Fountain Inn Post Acute, Providence Group, Inc., Providence Administrative Consulting Services, Inc., PACS Group, Inc., PACS Holdings, LLC, and 501 Gulliver Property, LLC,	)	
	)	
Defendants.	)	

Defendant Carlyle Senior Care of Fountain Inn, LLC ("Defendant"), by and through its undersigned counsel, in response to the Complaint of Plaintiff Kimberly Haag, Individually and as Personal Representative of the Estate of Raymond Zeigler ("Plaintiff"), subject to and without waiving Defendant's right to compel arbitration in this matter, alleges and says:

1. Defendant denies each and every allegation of Plaintiff's Complaint not specifically admitted herein.
2. Defendant lacks sufficient information to form a belief as to the allegations contained in Paragraph 1 and, therefore, denies the same and demands strict proof thereof.
3. Answering the allegations contained in Paragraph 2, Defendant admits Carlyle Senior Care of Fountain Inn, LLC ("CSC Fountain Inn") is a South Carolina limited liability company that was licensed to operate a skilled nursing facility in Greenville County, South Carolina and employed staff to provide care and services to its residents and contracted for services by third party providers. Defendant denies the remaining allegations of the paragraph.

4. The allegations contained in Paragraphs 3, 4, 5, 6, 7, 8, 9, and 10 are not directed to Defendant and, therefore, no response is required. To the extent a response is required, the allegations are denied and Defendant demands strict proof thereof.

5. Answering the allegations contained in Paragraph 11, Defendant admits that assets of the skilled nursing facility located at 501 Gulliver Street in Fountain Inn, South Carolina were sold and its operation was transferred on March 31, 2023. Further, to the extent the allegations contained in Paragraph 11 contain a statement of nomenclature that Plaintiff has elected to use in her Complaint, Defendant specifically denies the reference throughout the Complaint. Defendant denies the remaining allegations of the Paragraph.

6. Answering the allegations contained in Paragraph 12, Defendant admits Raymond Zeigler (“Zeigler”) was admitted to CSC Fountain Inn for rehabilitation on December 22, 2022 following a hospitalization at Prisma Health Greenville Memorial Hospital (“Prisma Greenville”). Defendant craves reference to the pertinent records of Zeigler and denies any allegations of the Paragraph that are inconsistent with and/or contrary to the records. Defendant denies the remaining allegations of the Paragraph.

7. Answering the allegations contained in Paragraph 13, Defendant admits CSC Fountain Inn staff assessed Zeigler upon admission. Defendant craves reference to Zeigler’s pertinent records and denies any allegations of the Paragraph that are inconsistent with and/or contrary to the records. Defendant denies the remaining allegations of the paragraph.

8. Defendant denies the allegations contained in Paragraphs 14, 15, 16 and demands strict proof thereof.

9. Answering the allegations contained in Paragraphs 17 and 18, Defendant admits that on February 3, 2023 staff noted that Zeigler was found lying on his right side and was evaluated and found to have a 2 cm laceration to his head, a 3 cm skin tear to his right elbow. and pain to his right lower leg. Plaintiff and the medical provider were notified and orders were received to transport Zeigler to the hospital for further evaluation. Defendant further craves reference to Zeigler’s pertinent records and denies any

allegations of the Paragraph that are inconsistent with and/or contrary to the records. Defendant denies the remaining allegations of the paragraph.

10. Answering the allegations contained in Paragraph 19, Defendant admits Zeigler was transported to the hospital for further evaluation. Defendant lacks sufficient information to admit or deny the remaining allegations and, therefore, denies the same. Defendant further craves reference to the pertinent records of Zeigler and denies any allegations of the Paragraph that are inconsistent with and/or contrary to the records. Defendant denies the remaining allegations of the Paragraph.

11. Answering the allegations contained in Paragraph 20, Defendant admits that on March 18, 2023 staff noted Zeigler was on the floor and that Zeigler was evaluated and found to have “3 skin tears to his right elbow... able to move all extremities without difficulty or pain.” Defendant further craves reference to the pertinent records of Zeigler and denies any allegations of the Paragraph that are inconsistent with and/or contrary to the records. Defendant denies the remaining allegations of the Paragraph.

12. Defendant denies the allegations contained in Paragraph 21 and demands strict proof thereof.

13. Answering the allegations contained in Paragraph 22, Defendant admits Zeigler was treated for urinary tract conditions during his admission to CSC Fountain Inn. To the extent the allegations contained in Paragraph 22 allege Defendant is liable for Zeigler’s genitourinary conditions, including urinary tract infections, the allegations are specifically denied. Defendant denies all remaining allegations of the Paragraph.

14. Defendant denies the allegations contained in Paragraphs 23, 24, 25, including all subparts, and demands strict proof thereof.

15. The allegations contained in Paragraph 26 constitute legal conclusions to which no response is required. To the extent a response is required, Defendant denies the same and demands strict proof thereof

16. Answering Paragraph 27 of the Complaint, Defendant repeats and realleges each of its previous responses as if set forth fully herein.

17. Defendant denies the allegations contained in Paragraphs 28, including all subparts, and 29, and demands strict proof thereof.

18. Defendant denies each and every allegation contained in the First Cause of Action not specifically admitted herein.

19. Answering Paragraph 30, Defendant repeats and realleges each of its previous responses as if set forth fully herein.

20. Defendant denies the allegations contained in Paragraphs 31, including all subparts, and 32, and demands strict proof thereof.

21. Defendant denies each and every allegation contained in the Second Cause of Action not specifically admitted herein.

22. Answering Paragraph 33, Defendant repeats and realleges each of its previous responses as if set forth fully herein.

23. The allegations contained in Paragraph 34 call for legal conclusions to which no response is required. To the extent a response is required, Defendant admits CSC Fountain Inn was subject to certain state and federal statutes and regulations. To the extent the allegations attempt to infer or imply noncompliance with applicable law, Defendant specifically denies the same. All remaining and inconsistent allegations are denied, and Defendant demands strict proof thereof.

24. Defendant denies the allegations contained in Paragraphs 35 and 36 of the Complaint and demands strict proof thereof.

25. Defendant denies each and every allegation contained in the Third Cause of Action not specifically admitted herein.

26. Answering Paragraph 37, Defendant repeats and realleges each of its previous responses as if set forth fully herein.

27. Defendant denies the allegations contained in Paragraph 38 of the Complaint and demands strict proof thereof.

28. Defendant lacks sufficient information to form a belief as to the allegations contained in Paragraph 39 and, therefore, denies the same and demands strict proof thereof.

29. Defendant denies the allegations contained in Paragraphs 40, 41, 42 of the Complaint and demands strict proof thereof.

30. Defendant denies each and every allegation contained in the Fourth Cause of Action not specifically admitted herein.

31. Answering Paragraph 43, Defendant repeats and realleges each of its previous responses as if set forth fully herein.

32. Defendant denies the allegations contained in Paragraph 44 of the Complaint and demands strict proof thereof.

33. Answering the allegations contained in Paragraphs 45 and 46, to the extent any factual allegations are asserted against Defendant, Defendant denies the same and demands strict proof thereof.

34. Defendant denies the allegations contained in Paragraph 47 of the Complaint and demands strict proof thereof.

35. Defendant denies each and every allegation contained in the Fifth Cause of Action not specifically admitted herein.

36. Defendant denies the allegations and claims in the “WHEREFORE” Paragraph, including all claims for relief against Defendant.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Arbitration)

37. The parties to this case are subject to a binding arbitration agreement. Defendant asserts that this suit was improperly brought and should be dismissed, or in the alternative, stayed pending the arbitration of the claims asserted herein.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Failure to State a Claim)

38. One or more of Plaintiff's Causes of Action fails to state facts sufficient to constitute a cause

of action against Defendant and, therefore, should be dismissed pursuant to SCRCP 12(b)(6).

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Compliance with Standards of Care)

39. At all times relevant to the matters set forth in Plaintiff's Complaint, Defendant complied with the generally accepted standards of care applicable to them under the same or similar circumstances at that time, and as a result thereof, Defendant is in no way liable for the matters set forth in Plaintiff's Complaint.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Lack of Proximate Cause)

40. Further answering Plaintiff's Complaint and as an affirmative defense, Defendant would allege that even if Defendant were negligent, as alleged in Plaintiff's Complaint, which is specifically denied, the negligence of or attributable to Defendant is not a direct or proximate cause of any injury alleged by Plaintiff and, therefore, Defendant is not liable for any damages allegedly sustained by Plaintiff.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Natural Disease Process)

41. Defendant would allege, upon information and belief, that any injuries or damages by Plaintiff were due to, caused, and occasioned by the natural disease process and/or recognized complications of said process over which Defendant had no control. As such, Defendant pleads such a natural disease process as a complete bar to this action.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Comparative Negligence)

42. To the extent Defendant is required to do so under South Carolina law or risk waiver, Defendant would raise the defense of comparative negligence. As such, any alleged negligence by Defendant, which is expressly denied, is exceeded by the comparative negligence of the Plaintiff such that said negligence by the Plaintiff exceeds 50 percent of any alleged negligence of Defendant. Further, if the alleged comparative negligence of the Plaintiff is less than 50 percent, Defendant would be entitled to a determination of comparative fault and as a consequence, a reduction in damages, if any. Defendant reserves the right to withdraw this defense at a later time should it be warranted through facts determined

through discovery.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Negligence of Others/Third Parties)

43. Any injury or damages as alleged in Plaintiff's Complaint were due to and caused solely by the actions of others and were not due to or caused by any negligence or act attributable to Defendant and, as a result thereof, Defendant is in no way liable to Plaintiff for the matters set forth in the Complaint.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Intervening/Superseding Negligence)

44. That the injury or damage allegedly suffered by Plaintiff, if any, was due to, and caused by, and was the proximate result of, the intervening and superseding negligence, willfulness, wantonness, and recklessness of the Plaintiff and/or others, and as such constitutes a complete defense to Plaintiff's claims.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Non-Economic Damages Award)

45. No award for non-economic damages shall exceed the statutory limits contained in the Non-Economic Damages Award Act of 2005, S.C. Code § 15-32-200, *et. seq.*

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Limitation of Punitive Damages)

46. Any punitive damages awarded in this case would be subject to the limitations described in S.C. Code Ann. § 15-32-530.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Punitive Damages Unconstitutional)

47. Further answering Plaintiff's Complaint and as an affirmative defense, Defendant would show the claim of Plaintiff for punitive damages against Defendant cannot be sustained because any award of punitive damages under South Carolina law by a jury that (1) is not provided standards of sufficient clarity for determining the appropriateness and the appropriate size of the punitive damages award, (2) is not adequately instructed on the limits of punitive damages imposed by the applicable principles of deterrence and punishment, (3) is not expressly prohibited from awarding punitive damages or determining

the amount of an award of punitive damages in whole or in part on the basis of invidiously discriminatory characteristics including the resident wealth and corporate status of Defendant, (4) is permitted to award punitive damages under a standard for determining liability for punitive damages that is vague and arbitrary and does not define with sufficient clarity of the conduct or mental state that makes punitive damages permissible, and (5) is not subject to trial court and appellate court judicial review for reasonableness and furtherance of legitimate purposes on the basis of objective standards would violate Defendant's due process and equal protection rights guaranteed by the 14th Amendment to the United States Constitution and by the South Carolina constitutional provisions providing for due process and equal protection and would be improper under the common law and public policies of the State of South Carolina.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Bifurcation)

48. Pursuant to South Carolina law, Defendant demands that any claim for punitive damages be bifurcated/separated from the liability and actual damages evidence at the trial of this case.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Reservation and Non-Waiver)

49. Defendant reserves any additional affirmative defenses as may be revealed or become available to them during the course of their investigation and/or discovery in the case and are consistent with the South Carolina Rules of Civil Procedure.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Incorporation)

50. Defendant hereby incorporates and asserts all defenses, counterclaims, set-offs, and credits pled by any party to this action, to include any pleadings filed after this Answer, and specifically, without limitation, all defenses, counterclaims, set-offs, and credits pled to Plaintiff's claims, to the extent not inconsistent with their Answer herein and their denial of liability of any kind.

WHEREFORE, having fully responded to Plaintiff's Complaint, Defendant prays that Plaintiff's Complaint be dismissed, with prejudice and without cost to Defendant, and for such other relief as this Court deems just and proper.

Respectfully submitted this 14th day of May 2025, in Charleston, South Carolina.

HALL BOOTH SMITH, P.C.

/s/ Ashley S. Heslop

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*Counsel for Defendants Carlyle Senior Care of Fountain
Inn, LLC, Carlyle Senior Care Management Company,
Inc., New Day Health Ventures, LLC, and LARK of
Fountain Inn, LLC*

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	CIVIL ACTION NO.: 2025-CP-23-01759
	)	Wrongful Death Action
Kimberly Haag, Individually and as Personal Representative of the Estate of Raymond Zeigler,	)	
	)	
Plaintiff,	)	DEFENDANT LARK OF FOUNTAIN
	)	INN, LLC'S ANSWER TO PLAINTIFF'S
vs.	)	COMPLAINT
	)	
Carlyle Senior Care of Fountain Inn, LLC, Carlyle Senior Care Management Company, Inc., New Day Health Ventures, LLC, LARK of Fountain Inn, LLC, Fountain Inn Healthcare, LLC d/b/a Fountain Inn Post Acute, Providence Group, Inc., Providence Administrative Consulting Services, Inc., PACS Group, Inc., PACS Holdings, LLC, and 501 Gulliver Property, LLC,	)	
	)	
Defendants.	)	

Defendant LARK of Fountain Inn, LLC ("Defendant"), by and through its undersigned counsel, in response to the Complaint of Plaintiff Kimberly Haag, Individually and as Personal Representative of the Estate of Raymond Zeigler ("Plaintiff"), subject to and without waiving Defendant's right to compel arbitration in this matter allege and say:

1. Defendant denies each and every allegation of Plaintiff's Complaint not specifically admitted herein.
2. Defendant lacks sufficient information to form a belief as to the allegations contained in Paragraph 1 and, therefore, denies the same and demands strict proof thereof.
3. The allegations contained in Paragraphs 2, 3, 4, 5, 6, 7, 8, and 9 are not directed to Defendant and, therefore, no response is required. To the extent a response is required, the allegations are denied and Defendant demands strict proof thereof.
4. Answering the allegations contained in Paragraph 10, Defendant admits LARK of Fountain Inn, LLC is a South Carolina Limited Liability Company that owned the property located at 501 Gulliver Street in Fountain Inn, South Carolina and leased the building to CSC Fountain Inn. Defendant denies all remaining allegations.

5. Answering the allegations contained in Paragraph 11, Defendant admits that assets of the skilled nursing facility located at 501 Gulliver Street in Fountain Inn, South Carolina were sold and its operation was transferred on March 31, 2023. Further, to the extent the allegations contained in Paragraph 11 contain a statement of nomenclature that Plaintiff has elected to use in her Complaint, Defendant specifically denies the reference throughout the Complaint. Defendant denies the remaining allegations of the Paragraph.

6. Defendant lacks sufficient information to form a belief as to the allegations contained in Paragraph 12 and, therefore, denies the same and demands strict proof thereof.

7. Defendant denies the allegations contained in Paragraphs 13, 14, 15, and 16 and demands strict proof thereof.

8. Defendant lacks sufficient information to form a belief as to the allegations contained in Paragraphs 17, 18, 19, and 20 and, therefore, denies the same and demands strict proof thereof.

9. Defendant denies the allegations contained in Paragraph 21 of the Complaint and demands strict proof thereof.

10. Defendant lacks sufficient information to form a belief as to the allegations contained in Paragraph 22 and, therefore, denies the same and demands strict proof thereof.

11. Defendant denies the allegations contained in Paragraphs 23, 24, 25, including all subparts, and demands strict proof thereof.

12. The allegations contained in Paragraph 26 constitute legal conclusions to which no response is required. To the extent a response is required, Defendant denies the same and demands strict proof thereof

13. Answering Paragraph 27 of the Complaint, Defendant repeats and realleges each of its previous responses as if set forth fully herein.

14. Defendant denies the allegations contained in Paragraphs 28, including all subparts, and 29, and demands strict proof thereof.

15. Defendant denies each and every allegation contained in the First Cause of Action not specifically admitted herein.

16. Answering Paragraph 30, Defendant repeats and realleges each of its previous responses as if set forth fully herein.

17. Defendant denies the allegations contained in Paragraph 31, including all subparts, and 32, and demands strict proof thereof.

18. Defendant denies each and every allegation contained in the Second Cause of Action not specifically admitted herein.

19. Answering Paragraph 33, Defendant repeats and realleges each of its previous responses as if set forth fully herein.

20. The allegations contained in Paragraph 34 call for legal conclusions to which no response is required. To the extent a response is required, Defendant admits CSC Fountain Inn was subject to certain state and federal statutes and regulations. To the extent the allegations attempt to infer or imply noncompliance with applicable law and/or impose or expand duties owed pursuant to law, Defendant specifically denies the same. All remaining and inconsistent allegations are denied, and Defendant demands strict proof thereof.

21. Defendant denies the allegations contained in Paragraphs 35 and 36 of the Complaint and demands strict proof thereof.

22. Defendant denies each and every allegation contained in the Third Cause of Action not specifically admitted herein.

23. Answering Paragraph 37, Defendant repeats and realleges each of its previous responses as if set forth fully herein.

24. Defendant lacks sufficient information to form a belief as to the allegations contained in Paragraphs 38 and 39 and, therefore, denies the same and demands strict proof thereof.

25. Defendant denies the allegations contained in Paragraphs 40, 41, 42 of the Complaint and demands strict proof thereof.

26. Defendant denies each and every allegation contained in the Fourth Cause of Action not specifically admitted herein.

27. Answering Paragraph 43, Defendant repeats and realleges each of its previous responses as if set forth fully herein.

28. Defendant denies the allegations contained in Paragraphs 44, 45, 46, and 47 of the Complaint and demands strict proof thereof.

29. Defendant denies each and every allegation contained in the Fifth Cause of Action not specifically admitted herein.

30. Defendant denies the allegations and claims in the “WHEREFORE” Paragraph, including all claims for relief against Defendant.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Arbitration)

31. The parties to this case are subject to a binding arbitration agreement. Defendant asserts that this suit was improperly brought and should be dismissed, or in the alternative, stayed pending the arbitration of the claims asserted herein.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Failure to State a Claim)

32. One or more of Plaintiff's Causes of Action fails to state facts sufficient to constitute a cause of action against Defendant and, therefore, should be dismissed pursuant to SCRCP 12(b)(6).

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Compliance with Standards of Care)

33. At all times relevant to the matters set forth in Plaintiff's Complaint, Defendant complied with the generally accepted standards of care applicable to them under the same or similar circumstances at that time, and as a result thereof, Defendant is in no way liable for the matters set forth in Plaintiff's Complaint.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Lack of Proximate Cause)

34. Further answering Plaintiff's Complaint and as an affirmative defense, Defendant would

allege that even if Defendant were negligent, as alleged in Plaintiff's Complaint, which is specifically denied, the negligence of or attributable to Defendant is not a direct or proximate cause of any injury alleged by Plaintiff and, therefore, Defendant is not liable for any damages allegedly sustained by Plaintiff.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Natural Disease Process)

35. Defendant would allege, upon information and belief, that any injuries or damages by Plaintiff were due to, caused, and occasioned by the natural disease process and/or recognized complications of said process over which Defendant had no control. As such, Defendant pleads such a natural disease process as a complete bar to this action.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Comparative Negligence)

36. To the extent Defendant is required to do so under South Carolina law or risk waiver, Defendant would raise the defense of comparative negligence. As such, any alleged negligence by Defendant, which is expressly denied, is exceeded by the comparative negligence of the Plaintiff such that said negligence by the Plaintiff exceeds 50 percent of any alleged negligence of Defendant. Further, if the alleged comparative negligence of the Plaintiff is less than 50 percent, Defendant would be entitled to a determination of comparative fault and as a consequence, a reduction in damages, if any. Defendant reserves the right to withdraw this defense at a later time should it be warranted through facts determined through discovery.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Negligence of Others/Third Parties)

37. Any injury or damages as alleged in Plaintiff's Complaint were due to and caused solely by the actions of others and were not due to or caused by any negligence or act attributable to Defendant and, as a result thereof, Defendant is in no way liable to Plaintiff for the matters set forth in the Complaint.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Intervening/Superseding Negligence)

38. That the injury or damage allegedly suffered by Plaintiff, if any, was due to, and caused by, and was the proximate result of, the intervening and superseding negligence, willfulness, wantonness, and

recklessness of the Plaintiff and/or others, and as such constitutes a complete defense to Plaintiff's claims.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Non-Economic Damages Award)

39. No award for non-economic damages shall exceed the statutory limits contained in the Non-Economic Damages Award Act of 2005, S.C. Code § 15-32-200, *et. seq.*

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Limitation of Punitive Damages)

40. Any punitive damages awarded in this case would be subject to the limitations described in S.C. Code Ann. § 15-32-530.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Punitive Damages Unconstitutional)

41. Further answering Plaintiff's Complaint and as an affirmative defense, Defendant would show the claim of Plaintiff for punitive damages against Defendant cannot be sustained because any award of punitive damages under South Carolina law by a jury that (1) is not provided standards of sufficient clarity for determining the appropriateness and the appropriate size of the punitive damages award, (2) is not adequately instructed on the limits of punitive damages imposed by the applicable principles of deterrence and punishment, (3) is not expressly prohibited from awarding punitive damages or determining the amount of an award of punitive damages in whole or in part on the basis of invidiously discriminatory characteristics including the resident wealth and corporate status of Defendant, (4) is permitted to award punitive damages under a standard for determining liability for punitive damages that is vague and arbitrary and does not define with sufficient clarity of the conduct or mental state that makes punitive damages permissible, and (5) is not subject to trial court and appellate court judicial review for reasonableness and furtherance of legitimate purposes on the basis of objective standards would violate Defendant's due process and equal protection rights guaranteed by the 14th Amendment to the United States Constitution and by the South Carolina constitutional provisions providing for due process and equal protection and would be improper under the common law and public policies of the State of South Carolina.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Bifurcation)

42. Pursuant to South Carolina law, Defendant demands that any claim for punitive damages be bifurcated/separated from the liability and actual damages evidence at the trial of this case.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Reservation and Non-Waiver)

43. Defendant reserves any additional affirmative defenses as may be revealed or become available to them during the course of their investigation and/or discovery in the case and are consistent with the South Carolina Rules of Civil Procedure.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Incorporation)

44. Defendant hereby incorporates and asserts all defenses, counterclaims, set-offs, and credits pled by any party to this action, to include any pleadings filed after this Answer, and specifically, without limitation, all defenses, counterclaims, set-offs, and credits pled to Plaintiff's claims, to the extent not inconsistent with their Answer herein and their denial of liability of any kind.

WHEREFORE, having fully responded to Plaintiff's Complaint, Defendant prays that Plaintiff's Complaint be dismissed, with prejudice and without cost to Defendant, and for such other relief as this Court deems just and proper.

Respectfully submitted this 14th day of May 2025, in Charleston, South Carolina.

HALL BOOTH SMITH, P.C.

/s/ Ashley S. Heslop

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Counsel for Defendants Carlyle Senior Care of Fountain Inn, LLC, Carlyle Senior Care Management Company, Inc., New Day Health Ventures, LLC, and LARK of Fountain Inn, LLC

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	CIVIL ACTION NO.: 2025-CP-23-01759
	)	Wrongful Death Action
Kimberly Haag, Individually and as Personal Representative of the Estate of Raymond Zeigler,	)	
	)	
Plaintiff,	)	DEFENDANT NEW DAY HEALTH VENTURES, LLC'S ANSWER TO PLAINTIFF'S COMPLAINT
	)	
vs.	)	
	)	
Carlyle Senior Care of Fountain Inn, LLC, Carlyle Senior Care Management Company, Inc., New Day Health Ventures, LLC, LARK of Fountain Inn, LLC, Fountain Inn Healthcare, LLC d/b/a Fountain Inn Post Acute, Providence Group, Inc., Providence Administrative Consulting Services, Inc., PACS Group, Inc., PACS Holdings, LLC, and 501 Gulliver Property, LLC,	)	
	)	
Defendants.	)	

Defendant New Day Health Ventures, LLC ("Defendant"), by and through its undersigned counsel, in response to the Complaint of Plaintiff Kimberly Haag, Individually and as Personal Representative of the Estate of Raymond Zeigler ("Plaintiff"), subject to and without waiving Defendant's right to compel arbitration in this matter allege and say:

1. Defendant denies each and every allegation of Plaintiff's Complaint not specifically admitted herein.
2. Defendant lacks sufficient information to form a belief as to the allegations contained in Paragraph 1 and, therefore, denies the same and demands strict proof thereof.
3. The allegations contained in Paragraphs 2 and 3 are not directed to Defendant and, therefore, no response is required. To the extent a response is required, the allegations are denied and Defendant demands strict proof thereof.
4. Answering the allegations contained in Paragraph 4, Defendant admits New Day Health Ventures, LLC ("New Day") is a South Carolina limited liability company and that New Day is the sole

owner of Carlyle Senior Care of Fountain Inn, LLC. Defendant denies the remaining allegations of the paragraph.

5. The allegations contained in Paragraphs 5, 6, 7, 8, 9, and 10 are not directed to Defendant and, therefore, no response is required. To the extent a response is required, the allegations are denied and Defendant demands strict proof thereof.

6. Answering the allegations contained in Paragraph 11, Defendant admits that assets of the skilled nursing facility located at 501 Gulliver Street in Fountain Inn, South Carolina were sold and its operation was transferred on March 31, 2023. Further, to the extent the allegations contained in Paragraph 11 contain a statement of nomenclature that Plaintiff has elected to use in her Complaint, Defendant specifically denies the reference throughout the Complaint. Defendant denies the remaining allegations of the Paragraph.

7. Defendant lacks sufficient information to form a belief as to the allegations contained in Paragraph 12 and, therefore, denies the same and demands strict proof thereof.

8. Defendant denies the allegations contained in Paragraphs 13, 14, 15, and 16 and demands strict proof thereof.

9. Defendant lacks sufficient information to form a belief as to the allegations contained in Paragraphs 17, 18, 19, and 20 and, therefore, denies the same and demands strict proof thereof.

10. Defendant denies the allegations contained in Paragraph 21 of the Complaint and demands strict proof thereof.

11. Defendant lacks sufficient information to form a belief as to the allegations contained in Paragraph 22 and, therefore, denies the same and demands strict proof thereof.

12. Defendant denies the allegations contained in Paragraphs 23, 24, 25, including all subparts, and demands strict proof thereof.

13. The allegations contained in Paragraph 26 constitute legal conclusions to which no response is required. To the extent a response is required, Defendant denies the same and demands strict proof thereof

14. Answering Paragraph 27 of the Complaint, Defendant repeats and realleges each of its previous responses as if set forth fully herein.

15. Defendant denies the allegations contained in Paragraphs 28, including all subparts, and 29, and demands strict proof thereof.

16. Defendant denies each and every allegation contained in the First Cause of Action not specifically admitted herein.

17. Answering Paragraph 30, Defendant repeats and realleges each of its previous responses as if set forth fully herein.

18. Defendant denies the allegations contained in Paragraph 31, including all subparts, and 32, and demands strict proof thereof.

19. Defendant denies each and every allegation contained in the Second Cause of Action not specifically admitted herein.

20. Answering Paragraph 33, Defendant repeats and realleges each of its previous responses as if set forth fully herein.

21. The allegations contained in Paragraph 34 call for legal conclusions to which no response is required. To the extent a response is required, Defendant admits CSC Fountain Inn was subject to certain state and federal statutes and regulations. To the extent the allegations attempt to infer or imply noncompliance with applicable law and/or impose or expand duties owed pursuant to law, Defendant specifically denies the same. All remaining and inconsistent allegations are denied, and Defendant demands strict proof thereof.

22. Defendant denies the allegations contained in Paragraphs 35 and 36 of the Complaint and demands strict proof thereof.

23. Defendant denies each and every allegation contained in the Third Cause of Action not specifically admitted herein.

24. Answering Paragraph 37, Defendant repeats and realleges each of its previous responses as if set forth fully herein.

25. Defendant lacks sufficient information to form a belief as to the allegations contained in Paragraphs 38 and 39 and, therefore, denies the same and demands strict proof thereof.

26. Defendant denies the allegations contained in Paragraphs 40, 41, 42 of the Complaint and demands strict proof thereof.

27. Defendant denies each and every allegation contained in the Fourth Cause of Action not specifically admitted herein.

28. Answering Paragraph 43, Defendant repeats and realleges each of its previous responses as if set forth fully herein.

29. Defendant denies the allegations contained in Paragraphs 44, 45, 46, and 47 of the Complaint and demands strict proof thereof.

30. Defendant denies each and every allegation contained in the Fifth Cause of Action not specifically admitted herein.

31. Defendant denies the allegations and claims in the “WHEREFORE” Paragraph, including all claims for relief against Defendant.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Arbitration)

32. The parties to this case are subject to a binding arbitration agreement. Defendant asserts that this suit was improperly brought and should be dismissed, or in the alternative, stayed pending the arbitration of the claims asserted herein.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Failure to State a Claim)

33. One or more of Plaintiff's Causes of Action fails to state facts sufficient to constitute a cause of action against Defendant and, therefore, should be dismissed pursuant to SCRCP 12(b)(6).

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Compliance with Standards of Care)

34. At all times relevant to the matters set forth in Plaintiff's Complaint, Defendant complied with the generally accepted standards of care applicable to them under the same or similar circumstances at that time, and as a result thereof, Defendant is in no way liable for the matters set forth in Plaintiff's Complaint.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Lack of Proximate Cause)

35. Further answering Plaintiff's Complaint and as an affirmative defense, Defendant would allege that even if Defendant were negligent, as alleged in Plaintiff's Complaint, which is specifically denied, the negligence of or attributable to Defendant is not a direct or proximate cause of any injury alleged by Plaintiff and, therefore, Defendant is not liable for any damages allegedly sustained by Plaintiff.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Natural Disease Process)

36. Defendant would allege, upon information and belief, that any injuries or damages by Plaintiff were due to, caused, and occasioned by the natural disease process and/or recognized complications of said process over which Defendant had no control. As such, Defendant pleads such a natural disease process as a complete bar to this action.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Comparative Negligence)

37. To the extent Defendant is required to do so under South Carolina law or risk waiver, Defendant would raise the defense of comparative negligence. As such, any alleged negligence by Defendant, which is expressly denied, is exceeded by the comparative negligence of the Plaintiff such that said negligence by the Plaintiff exceeds 50 percent of any alleged negligence of Defendant. Further, if the alleged comparative negligence of the Plaintiff is less than 50 percent, Defendant would be entitled to a determination of comparative fault and as a consequence, a reduction in damages, if any. Defendant reserves the right to withdraw this defense at a later time should it be warranted through facts determined through discovery.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Negligence of Others/Third Parties)

38. Any injury or damages as alleged in Plaintiff's Complaint were due to and caused solely by the actions of others and were not due to or caused by any negligence or act attributable to Defendant and, as a result thereof, Defendant is in no way liable to Plaintiff for the matters set forth in the Complaint.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Intervening/Superseding Negligence)

39. That the injury or damage allegedly suffered by Plaintiff, if any, was due to, and caused by, and was the proximate result of, the intervening and superseding negligence, willfulness, wantonness, and recklessness of the Plaintiff and/or others, and as such constitutes a complete defense to Plaintiff's claims.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Non-Economic Damages Award)

40. No award for non-economic damages shall exceed the statutory limits contained in the Non-Economic Damages Award Act of 2005, S.C. Code § 15-32-200, *et. seq.*

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Limitation of Punitive Damages)

41. Any punitive damages awarded in this case would be subject to the limitations described in S.C. Code Ann. § 15-32-530.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Punitive Damages Unconstitutional)

42. Further answering Plaintiff's Complaint and as an affirmative defense, Defendant would show the claim of Plaintiff for punitive damages against Defendant cannot be sustained because any award of punitive damages under South Carolina law by a jury that (1) is not provided standards of sufficient clarity for determining the appropriateness and the appropriate size of the punitive damages award, (2) is not adequately instructed on the limits of punitive damages imposed by the applicable principles of deterrence and punishment, (3) is not expressly prohibited from awarding punitive damages or determining the amount of an award of punitive damages in whole or in part on the basis of invidiously discriminatory

characteristics including the resident wealth and corporate status of Defendant, (4) is permitted to award punitive damages under a standard for determining liability for punitive damages that is vague and arbitrary and does not define with sufficient clarity of the conduct or mental state that makes punitive damages permissible, and (5) is not subject to trial court and appellate court judicial review for reasonableness and furtherance of legitimate purposes on the basis of objective standards would violate Defendant's due process and equal protection rights guaranteed by the 14th Amendment to the United States Constitution and by the South Carolina constitutional provisions providing for due process and equal protection and would be improper under the common law and public policies of the State of South Carolina.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Bifurcation)

43. Pursuant to South Carolina law, Defendant demands that any claim for punitive damages be bifurcated/separated from the liability and actual damages evidence at the trial of this case.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Reservation and Non-Waiver)

44. Defendant reserves any additional affirmative defenses as may be revealed or become available to them during the course of their investigation and/or discovery in the case and are consistent with the South Carolina Rules of Civil Procedure.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Incorporation)

45. Defendant hereby incorporates and asserts all defenses, counterclaims, set-offs, and credits pled by any party to this action, to include any pleadings filed after this Answer, and specifically, without limitation, all defenses, counterclaims, set-offs, and credits pled to Plaintiff's claims, to the extent not inconsistent with their Answer herein and their denial of liability of any kind.

WHEREFORE, having fully responded to Plaintiff's Complaint, Defendant prays that Plaintiff's Complaint be dismissed, with prejudice and without cost to Defendant, and for such other relief as this Court deems just and proper.

Respectfully submitted this 14th day of May 2025, in Charleston, South Carolina.

HALL BOOTH SMITH, P.C.

/s/ Ashley S. Heslop

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
SOUTH CAROLINA CIRCUIT COURT 13
DOCKET: 2025-CP-23-01757
2025-CP-23-01759

KIMBERLY HAAG

PLAINTIFF,

VS

CARLYSLE SENIOR CARE OF FOUNTAIN INN

DEFENDANT.

H E A R I N G

BEFORE THE HONORABLE WILLIAM C. MCMASTER, III

DATE: SEPTEMBER 19, 2025

LOCATION: SOUTH CAROLINA

TRANSCRIBER: JENNIFER JAEGER

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REPRESENTING THE DEFENSE.

ALSO PRESENT:

NONE

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EXHIBITS

(NONE MARKED)

(THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH MATERIAL
IS REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

1 THE COURT: All right. We are going to our next
2 hearing which is 2025-CP-2301757, Kimberly Haag versus
3 Carlyle Senior Care of Fountain Inn, LLC. Good morning,
4 if the parties will please identify themselves and who
5 they represent, please.

6 MS. HESLOP: Good morning, Your Honor. Ashley
7 Heslop up here on behalf of Carlyle Senior Care Fountain
8 Inn, LLC, Carlyle Senior Care Management Company Inc,
9 New Day Health Ventures, LLC and Lark of Fountain Inn,
10 LLC.

11 MR. STEWART: All right. Let's do Fountain Inn
12 Healthcare, LLC, Fountain Inn Post Acute, Providence
13 Group, Providence Administrative Consulting services,
14 tax group, tax holding 501 Gulliver Properties, LLC.

15 MR. CHRISTIAN: All right, Your Honor. Matt
16 Christian, on behalf of the plaintiff.

17 THE COURT: All right, sir. All right. Looks like
18 the real controlling motion here is the motion to compel
19 arbitration. Is that -- are the parties all satisfied
20 with that?

21 MR. STEWART: Yes, sir.

22 THE COURT: We got to get that one out of the way
23 first. Okay, all right. All right.

24 MS. HESLOP: And Your Honor, both -- both
25 defendants have those motions. I'm not -- the docket

1 got a little confused, trying to connect these all
2 together so they could be heard at the same time, for --
3 for convenience. So we're happy to go in the order of,
4 sort of chronologically, if that makes sense.

5 THE COURT: However y'all want, I'll let y'all kind
6 of figure it out. Mr. Christian, I assume you want to
7 go ahead and, well, this there -- wait a minute. Let me
8 make sure I just said that and I hadn't looked I think
9 it's all their motion.

10 MR. CHRISTIAN: Yeah, I think it's ...

11 THE COURT: I bet I think I was about to say that I
12 had something else that was -- no, these are all their
13 motions. Yeah, these are all -- and one of them's the
14 state discovery. I think that we had then the motion to
15 compel arbitration. All right, yep, defense motions,
16 let's -- I'll let you both -- Mr. Christian, do you have
17 a problem with them both arguing their positions and
18 then letting you respond?

19 MR. CHRISTIAN: No, sir. No problem at all.

20 THE COURT: Why -- do y'all are -- y'all fine with
21 that?

22 MS. HESLOP: Whatever Your Honor wants.

23 THE COURT: Yeah, I mean, we're -- we're the only
24 people in here. So, I mean, we can kind of work through
25 it. I mean, I'm not long as we're done by 11:30 when I

1 got the next hearing. Y'all can, we can kind of work
2 through it. So y'all go ahead and start whoever wants
3 to start the defense motions, and then we'll go from
4 that.

5 MS. HESLOP: Yes, sir, thank you. We followed this
6 motion to compel arbitration. Your Honor should
7 hopefully have our memorandum in support and exhibits
8 that was filed earlier this week. So we are
9 incorporating that memorandum as reference. So I'll try
10 to hit the high points, rather than just read the court
11 ...

12 THE COURT: The one I got last night, I haven't
13 read that one this morning. I didn't get that. Was it
14 -- that didn't populate till first thing this morning,
15 so I had hearings before this, obviously, but I will
16 read it, I just haven't. Go ahead.

17 MS. HESLOP: Thank you, Your Honor. The -- this is
18 a fairly straightforward arbitration case for a nursing
19 home malpractice case. As the court knows, the
20 arbitration law in South Carolina is a winding road, and
21 can be a little bit confusing and convoluted when you
22 look at all of the case law altogether. But there are
23 certain things that have become sort of standard
24 requirements that when you check all of those boxes,
25 then those are the ones that are -- that move forward to

1 arbitration, because all of the pieces of the puzzle are
2 there. And this is that case. We have an arbitration
3 agreement that was executed by the personal
4 representative of the estate, Miss Kimberly Haag. At
5 the time, she did have a general, durable power of
6 attorney that was recorded and filed in 2018 that
7 granted her not only broad powers to execute contracts,
8 but also the express power to enter into an execute
9 arbitration agreements, which she did.

10 She executed the arbitration agreement that is in
11 the -- in this case, on December 22, 2022 as part of a
12 readmission of her father to Carlyle Senior Care of
13 Fountain Inn. That document is included within
14 admission paperwork. It was Exhibit B to our motion.
15 That document lays out very clearly who the parties are
16 to the agreement, who it applies to, who pays for it,
17 how it works. And it was executed and certified as
18 being understood and warranted to have the capacity to
19 sign at the time.

20 And that document remained in effect until there
21 was a change in operation in March 2023 to my co
22 defendant here, who took over operations at that time.
23 The agreement itself clearly covers and explains
24 throughout the document that the arbitration would cover
25 all claims that may arise related to the -- the

1 admission. It would include any and all claims that --
2 that could come up related to Mr. Ziegler's stay.

3 All claims include anything for tort claims,
4 contract claims, financial claims. It includes any
5 claims for any causes of action, whether that's survival
6 or wrongful death. The arbitration agreement
7 specifically states that it -- that it also endorse and
8 binds the personal representative of the estate, that it
9 also binds Mr. Ziegler's heirs. So there is some
10 argument in plaintiff's memo that I tried to get through
11 300 plus pages, that somehow the wrongful death ...

12 THE COURT: Three hundred? It was 32.

13 MS. HESLOP: Well, when you look at the exhibit
14 attached to it, the -- the PDF I opened was 300
15 something pages. But the -- that it covers any and all
16 claims by any and all parties in the future as to
17 anything related to that residency. Further, it states
18 that it includes, not just the facility as Carlyle
19 Senior Care, but it defines facility to include its --
20 its parents, its affiliated companies, as well. So
21 there's an argument that somehow, some way, these other
22 party defendants that plaintiff has claimed are
23 affiliated in -- affiliated and related entities in
24 their complaint. That's what their complaint says, are
25 somehow not affiliated or related entities for purposes

1 of the definition of what the facility means under the -
2 - the agreement. So it is our position that we check
3 all of those boxes, meaning we have a valid power of
4 attorney that grants the person the right to sign.

5 That person with the authority to sign signed it.
6 That it includes all of the parties here. That it
7 covers all of the scope of the claims that -- that are
8 here, and finally, that there are no contract defenses
9 to -- to dispute it. Plaintiff did file an affidavit of
10 Miss Haag related to her execution of the arbitration
11 agreement. Of course, we have not had a chance to speak
12 with her, depose her. We received it two days ago.

13 It's an untested affidavit, and frankly, there's
14 information contained within it that is inconsistent in
15 itself. It's unclear whether it says I believed I had
16 to sign it, or they told me I had to sign it. It
17 doesn't say who she talked to. It doesn't say when she
18 talked to someone, how she was given the packet.

19 What was explained to her at the time. So there's
20 a significant amount of information that would require
21 the court to make a massive leap as to whether or not
22 she knew what it was or knew and understood that it was
23 not a requirement for -- for admission. That it
24 included a rescission provision that you were allowed to
25 revoke and rescind. It included a provision that she

1 could and should and was encouraged to get legal
2 counsel. And what I hear from the affidavit is that it
3 was provided while her father was in the hospital so
4 that she would have time to review it.

5 So that it's not something when you wheel in on a
6 stretcher and you're trying to get settled in a room
7 that somebody is handing you paperwork work to sign.
8 She had an opportunity to get it, look at it, read it.
9 And she certified that she did that by signing that
10 document. There are multiple places where it says it
11 was signed. It is a contract that included many
12 references to mutual or equal terms, where the terms not
13 only apply to plaintiff, but they applied to the
14 facility as well. It is a mutual binding agreement.

15 It is a sharing of costs. It -- there is a
16 voluntary mediation provision. It allows for legal
17 counsel, it allows for rescission, it allows to ask
18 questions. So all of those things are present within
19 the four corners of -- of the document.

20 In plaintiff's memo, they reference what we call
21 the Guide To Surveyors. I think it's there's an
22 argument that somehow it is federal regulation, that
23 somehow we have done something illegal. I find that
24 very concerning to read. What that document is that's
25 contained within plaintiff's argument in exhibit is

1 literally a guide to surveyors from the state who come
2 into a facility to do an inspection, evaluation,
3 investigation.

4 Whatever it might be to look at how the facility is
5 complying with the State Operations Manual, which is the
6 thing that includes the guidance to the surveyors. And
7 it's it that guidance is what those surveyors are
8 supposed to look for when they're in the building. It
9 does not transfer to a standard of care that somehow
10 changes the obligations of contract law and every other
11 case that we have had. If you look at all the cases in
12 South Carolina with nursing home matters, this is never
13 addressed.

14 It's not something that -- that is included.
15 Instead, the State Operations Manual is something for
16 surveyors. It determines whether or not the facility is
17 going to be cited by the government, as relates to, did
18 it comply with that guidance for the surveyors for the -
19 - the facility? In this case, there is no evidence
20 whatsoever that there was ever any citation of Carlyle
21 Senior Care of Fountain Inn that their arbitration
22 agreements violated these rules. That is the only way
23 to say that they did not follow them, is if they were
24 cited for them. The state comes in every year.

25 The state looks at whatever they feel they need to

1 look at. They conduct investigations, and there isn't
2 any evidence anywhere that somehow that agreement that
3 we're talking About today, does it meet those
4 requirements or is somehow invalid, where it would be
5 something for the court to consider at this time.
6 Instead, we've got to go back to basic contract law.
7 We've got to go back to the contract law that
8 essentially says, "If you sign something, you have
9 agreed to it."

10 The law certainly says the law does not impose a
11 duty to explain a document's contents to an individual
12 when the individual can learn the contents from reading
13 the document. Further, in the absence of showing a
14 fraud, a party to a contract incorporating an
15 arbitration provision cannot escape the obligation of
16 such a provision by simply declaring, "But I didn't read
17 the whole agreement." The plaintiff here had the
18 authority. She was the general durable power of
19 attorney.

20 She had the authority to sign it. She had the
21 opportunity to read what she was signing. She had the
22 opportunity to ask questions, to follow up. And there's
23 no indicate -- indication in her affidavit that she made
24 any attempt to do so, just that she signed what was put
25 in front of her.

1 And that was all. I'm happy to address any
2 questions the court has, but I can leave the rest of the
3 argument to -- to my colleague.

4 THE COURT: All right, Mr. Stewart?

5 MR. STEWART: May it please the court, Your Honor.
6 I may incorporate Ms. Heslop's arguments to not rehash
7 some of the issues. One thing I want to bring up as it
8 relates to the power of attorney is that the power of
9 attorney explicitly gives her the authority to
10 arbitrate. The word arbitrates mentioned. It's on page
11 seven of the power of attorney.

12 But as it relates to Your Honor, as she mentioned,
13 as my client assumed the operations of this facility in
14 March of 2023. The fall that's really the crux of the
15 complaint, occurred in February 2023. So after my
16 client took over the operations. I understand that
17 plaintiff has some criticisms of my client as well, but
18 I believe the crux of it is a fall that predates my
19 client's operation.

20 As a part of my client taking over the operations
21 of this facility, it entered into a management and
22 transfer agreement with Miss Heslop's client. I
23 provided that in court as a part of that agreement. It
24 agreed to assume certain contracts, and it agreed to
25 assume all resident agreements. So we would believe,

1 we've asserted the court that that includes this
2 arbitration agreement.

3 The arbitration agreement mentions, as Miss
4 Heslop's said, affiliated parties. So we believe that
5 the assumption and assignment of the agreement, and then
6 the fact that it contemplates affiliated parties. I
7 believe our clients are affiliated, and we get to stand
8 in the shoes of that agreement, despite the fact that my
9 client's name is not on it, by way of the assumption of
10 all resident agreements. And again, Your Honor, I
11 provided that with my memo and my motion.

12 We believe that Miss Haag's affidavit shouldn't be
13 considered by the court because it's contrary to what
14 she's asserted in this agreement. Right under -- right
15 above one of her signatures, it states, you know, that
16 she's warranting, that she's agrees and affirms that
17 she's reviewed and understand this agreement. And her
18 affidavit now says that she didn't review it and she
19 didn't understand it. So we think the court should
20 consider that when addressing her credibility in this
21 affidavit.

22 We also haven't had an opportunity to depose her
23 and figure out what happened. But ultimately, the law
24 in South Carolina is if you sign something, you're
25 presumed to have read it. And if you could read it, the

1 only defense that she could raise is if she was blind or
2 mentally inferred, feeble or some sort of duress. And I
3 don't think there's anything any there than there --
4 then I was told I had to sign it.

5 She had the right to rescind it within 30 days. So
6 that speaks to if she didn't -- wasn't comfortable back
7 then signing it, she could have taken it to a lawyer or
8 done some independent research and rescinded that within
9 30 days after signing. And she didn't do that, and her
10 affidavit silent as to that point. One issue I wanted
11 to address is the wrongful death claim being personal to
12 Miss Haag in some way. Maybe I'm misunderstanding
13 plaintiff's argument.

14 But the law is, is that wrongful death and
15 survivorship claims are derivative claims of the estate.
16 They belong to the estate. They don't belong to
17 anybody, and so the PR can be swapped out. If Miss Haag
18 passes away, there's going to be a new PR. It's not
19 going to be the estate of Mr. Ziegler, on behalf of the
20 estate of the, you know, that's just not how it works.
21 I do a good bit of probate work. PRs get removed all
22 the time. And so this wrongful death claim is
23 derivative of the estate. It is the claim of Mr.
24 Ziegler. It is his claim.

25 And to the extent that he were still alive, and to

1 the extent that all any defenses we would have such a
2 statute of limitations contributory negligence, like if
3 he contributed to his injury at all, that would still be
4 a defense. Just because it's her, doesn't change
5 anything. What she's kind of trying to say is, if you
6 had, like, let's say, a cell phone bill that the estate
7 was seeking creditors, and somebody from a cell phone
8 company said, "Hey, Mr. Ziegler, before he became
9 incapacitated, executed the cell phone bill."

10 And Miss Haag says, "Why I didn't sign that, I
11 didn't know anything about that." The estate doesn't
12 have to honor that. That's not how it works. The -- a
13 wrongful death and a survivorship claim are derivative
14 claims of the estate, and so everything goes back to
15 him, and since she was acting as his POA with the
16 authority it binds him. One of the questions that's
17 often discussed in these is the gateway question of who
18 decides this question.

19 And our courts have said that if the gateway
20 question of whether or not the arbitration agreement
21 exists is explicitly listed in the agreement which it is
22 here. It states that under the intent of the parties
23 that any questions regarding the applicability or the
24 enforceability of this agreement is for the arbitrator.
25 So we believe that, if you're that -- really the

1 arbitration should be considering this. But we're here
2 today, so I'm making these arguments, but specifically
3 when we get to this assignment issue, I believe that
4 that assignment issue is for the arbitrator.

5 And there's case law that we've cited in our brief
6 that states that that is an issue when you've properly
7 delegated gateway questions to the arbitrator, that an
8 assignment is something that should be considered by the
9 arbitrator. As Miss Heslop mentioned, we believe that
10 the reliance on the federal regulations that governs
11 surveyors doesn't apply. You may hear plaintiffs
12 counsel say, "Well, CMS requires certain things of their
13 surveyors." But that's a standard that's used for
14 Medicare, Medicaid eligibility.

15 And again, in my memo, I've provided the court with
16 this most recent survey from CMS, and then also a
17 summary from the past three years that say there's no
18 citation. So I don't know of any incidents where
19 they've been dinged for arbitration related issues by
20 surveyors. And based on the length of plaintiff's
21 counsel's exhibits and the other orders that he
22 submitted, I'm assuming if it was out there, it would
23 have been presented. I couldn't find where the clients
24 been penalized for any sort of arbitration issue.

25 And then lastly, Judge, the -- the memo contains

1 eight orders from other state courts. As Your Honor may
2 be aware of South Carolina Rule 268 states that
3 memorandum opinions and unpublished orders have no
4 presidential value and should not be excised except in
5 proceedings in which they are directly involved. None
6 of those involve these proceedings. Our courts have
7 found a limited exception, where the parties are the
8 same and the lawyers are the same, where they'll
9 consider that.

10 But that's not here. My client's not involved in
11 any of those orders. I was not involved in any of those
12 orders. So the court cannot consider those and it would
13 be considered prejudicial in my client from the court to
14 consider those other eight orders. So in summary,
15 Judge, what I think we have going on here is we've got
16 Miss Haag asking the court to ignore South Carolina law
17 on her signing of the arbitration agreement, saying,
18 "Well, just because I signed it, that doesn't matter. I
19 didn't read it."

20 She's asking us to believe that her wrongful death
21 claim is somehow personal to her, which is also not the
22 law. She wants you to believe that it can't be
23 arbitrated. Which wrongful death claims are frequently
24 arbitrated. It happens all the time. I do it all the
25 time with plaintiff's counsel.

1 She wants you to apply standard used by Medicare
2 and Medicaid surveyors to supersede South Carolina
3 contract law. And then she wants you to consider
4 opinions from other state court cases that aren't
5 applicable. So we think it should be obvious in the
6 court there's -- she's asking the court to simply ignore
7 a lot of legal principles to get to where they want to
8 be. And the overwhelming information in this case, the
9 POA is signed by her.

10 The POA gives it explicit right to arbitrate. And
11 then the assignment to my client makes it a pretty clear
12 cut case as far as we're concerned. So, I appreciate
13 Your Honor, if you have any questions, please let me
14 know.

15 THE COURT: Yes, ma'am?

16 MS. HESLOP: Just Your Honor, one -- one last thing
17 regarding some of the other court orders that were cited
18 or provided, there is one that I would want to point out
19 to -- to the court, and it is specific to these lawyers
20 in this county in this very same agreement and very same
21 -- same facility. Back in 2021 judge Maddox heard Mr.
22 Christian and I on the same issues, including some of
23 the very same things that he references in -- in his
24 motion, especially as to whether the forum clause met a
25 meeting of the minds, the issue as to whether wrongful

1 death is a derivative claim and flows directly from the
2 survival, etc. And Judge Maddox granted our motion to
3 compel arbitration in that case, and I have that order,
4 if the court would like -- like to see that it's
5 referenced.

6 THE COURT: If you could pass it up, that would be
7 great. Thank you.

8 MS. HESLOP: It's essentially the same fact, same
9 case.

10 THE COURT: That's fine. Okay, all right. All
11 right. We're gonna switch sides now. Yes sir?

12 MR. CHRISTIAN: Yes sir. Thank you, Your Honor. I
13 have a hard copy of our brief to sit tab. I don't know
14 if that might be easier for you?

15 THE COURT: I've got the brief part. I did not
16 print out all the attachments.

17 MR. CHRISTIAN: All right, Your Honor. So there's
18 been a lot of discussion about a lot of things that
19 really aren't relevant to the issues that we're here
20 about today. We're not contesting that there was not a
21 power of attorney, or the power of attorney didn't
22 authorize her to sign this. Not saying any of that, but
23 what we are saying is that the, I think the background
24 is pretty important here.

25 So first of all, this was a lady whose dad was

1 about to be admitted to this facility from the hospital,
2 and she was asked to sign, I think it was about 40 pages
3 of documents that had a arbitration agreement buried
4 within them. There was 20, at least 28 places for her
5 to sign or initial, and they were highlighted for where
6 she was supposed to sign and initial by the facility.
7 In other words, we're not going to explain it to you.
8 We need you to sign it all the highlighted places,
9 initial and all the highlighted places, that's what
10 happened. And she was also led to believe that the
11 reason that she had to sign the arbitration agreement,
12 or any other agreements, anything contained within that
13 admissions package.

14 She doesn't remember what was in the admissions
15 packet, but anything contained in the admissions packet,
16 she was told that she had to sign it as a condition for
17 admission to get her father into the facility. Now, at
18 the outset, sort of as a threshold matter, there's a
19 court of appeals case that deals with arbitration issues
20 called Barry V. Spang, and that case says that when a
21 defendant is trying to prove something through
22 documents, particularly in arbitration, they have the
23 burden to authenticate and lay the foundation for the
24 documents that they submit, including the arbitration
25 agreement. And the court noted that it's not a high bar

1 to pass. And in that case, the defendants who were
2 seeking to compel arbitration had filed an affidavit to
3 authenticate and lay the foundation for the arbitration
4 agreement that they submitted.

5 And we have nothing from these defendants to
6 authenticate or lay the foundation for this arbitration
7 agreement. Today is their day to try this case for the
8 purpose of the arbitration agreement. Today is their
9 day to bring in the necessary information. We filed an
10 affidavit. The courts noted in Barry V. Spang that this
11 is typically done by testimony or affidavit.

12 We have neither of those here. I would also say the
13 same thing for the purchase agreement. I would object
14 to the use of the subsequent the -- the providence
15 entities using the purchase agreement to try to prove
16 anything. First of all, I think it's parole evidence,
17 something that the court cannot consider outside the
18 four corners of the document.

19 Second of all, they have provided no affidavit to
20 authenticate or lay the foundation for that purchase
21 agreement. So they're just submitting documents saying,
22 "Well, this supports our position", and whether it's
23 true or not, that's not that's not our job. That's
24 their job to lay the foundation and authenticate those
25 documents, Your Honor. So I think that's the first

1 threshold matter, and so that may preclude us from even
2 having to get to anything else.

3 But then if we do get to the second issue, Judge,
4 our argument is that there was no meeting of the minds
5 here. And the reason is, and Miss Heslop brings up
6 Judge Maddox's order from another case from several
7 years ago with different plaintiffs and some different
8 issues, some of which the same, some of which were
9 different. But I don't believe that Judge Max grasped
10 or understood or addressed the Dean case in that matter.
11 And what's important here is that our court, I'm going
12 to and I'm going to talk about three cases with this
13 issue.

14 One is Grant, one is York versus Dodgeland of
15 Columbia, and one is Dean. And what Grant said, Grant
16 versus, I believe it was Grant versus Magnolia Manor
17 said, "That if the parties designate an arbitrator or an
18 arbitrating entity to hear and administer the
19 arbitration, then that term is an integral part of the
20 agreement, and if that entity cannot do it, then the
21 arbitration agreement is unenforceable because there was
22 no meeting of the minds, because the designation of the
23 arbitrating entity to administer the arbitrator was an
24 essential term." So that case comes out, and then York
25 versus Dodgeland comes out. It's another case that the

1 defendants rely on, and York versus Dodgeland is
2 different because the defendants in that case, in their
3 arbitration agreement, didn't identify any arbitrating
4 entity.

5 They didn't set -- didn't identify any of them.
6 And the plaintiff tried to say, "Oh, well, you didn't
7 identify an arbitrating entity, so that means there's no
8 meeting in the minds." And the court said, "No, no, no,
9 it's not an essential term unless you designate it and
10 put it in the arbitration agreement", like they did in
11 Grant. But in York, nobody put anything about the
12 arbitrator in here, so it's not an essential term. And
13 then we fast forward to the Dean case.

14 And the Dean case goes in and clarifies all this
15 for us. And the Dean case says that when we have an
16 arbitration agreement where it says, quote, "The
17 arbitration agreement shall be administered by a named
18 forum, most courts view the forum selected as an
19 integral term of the agreement, because it is an express
20 statement of the party's intent to arbitrate before that
21 forum." And then it says, goes on and says, our Supreme
22 Court says, "For the reasons discussed here in we adopt
23 the majority rule distinguishing between saying that the
24 arbitration agreement is going to be done in accordance
25 with and administered by". So if the arbitration

1 agreement says uses the words that it shall be
2 administered by a particular entity, or that the parties
3 were supposed to designate an entity in the agreement.

4 It is an essential, integral term to the agreement.
5 And if it's -- if this not included or it can't be done,
6 there is no meeting of the minds. And that is Dean
7 versus Heritage Healthcare of Ridgeway, Supreme Court
8 from 2014 and so that clarified the York case and the
9 Grant case for us. So we know that the rule is, if it
10 says they are to be administered by then the
11 arbitration, then the named -- the named entity is an
12 integral part of the agreement.

13 Well, in this very case, that is the exact language
14 in this arbitration agreement. It specifically says
15 that the arbitration shall be administered by one of the
16 entities identified below and mutually agreed upon and
17 designated by the parties. Specifically, that is the
18 language they chose. They are bound by it, and no
19 entity was selected or chosen.

20 And so we know it was an integral part of the
21 agreement because it uses the language, the exact
22 language our Supreme Court said in Dean, and they never
23 selected the arbitrator or the arbitrator or the
24 arbitrating entity. So there's no way there could have
25 been a meeting of the minds. They required that that be

1 -- that an arbitrator be identified in the agreement,
2 and it didn't happen. So therefore there can be no
3 meeting of the minds, and the arbitration agreement is
4 unenforceable under Grant and Dean.

5 The second reason, Your Honor, that this
6 arbitration agreement is unenforceable is because the
7 defendants did violate federal regulations and their
8 administration of this particular arbitration agreement.
9 Now, they keep saying that we are using the State
10 Operations Manual and that we're not talking about
11 regulations and things like that. We are 100 percent
12 talking about federal regulations. In fact, Your Honor,
13 we just handed it's an exhibit to our brief but we also
14 handed you another exhibit that has the federal
15 regulations.

16 It's 42 CFR, section 483.70 subsection M. And it
17 specifically addresses binding arbitration agreements
18 and the requirements of the facility in if they're going
19 to have an arbitration agreement. And one thing it says
20 is you can't require it as a condition of admission to
21 the facility, the only evidence before us is that that's
22 what they did. The defendants have no evidence that
23 that's not what happened.

24 We've presented the only evidence by way of
25 affidavit, that that's what happened. Second of all,

1 the agreement states that they have to explain all of
2 the necessary terms to the agreement, and they've got to
3 explain that, and it goes through what they should
4 explain, and everything. And then on the right it does
5 have the guidance to surveyors, which tells them how
6 they should do it.

7 But on the left side, those are the actual
8 regulations, and those regulations absolutely require
9 them to explain it, and that they can't require it as a
10 condition of admission. And the only evidence before
11 the court is that neither one of those happened.
12 They've provided no evidence to the contrary, and we
13 know that South Carolina law is and I think it's
14 Birkabile versus Outen, I think it's in our brief is
15 that and a contract that is been entered into illegally
16 is not enforceable. They violated federal law when they
17 did this.

18 Whether or not they were the fact that they weren't
19 cited is completely irrelevant. That's like saying
20 somebody wasn't speeding because they didn't get a
21 ticket if the police officer wasn't there to see him.
22 Nobody came in and looked at this particular admission
23 agreement. There's no evidence the state came in and --
24 and did a survey of my clients, arbitration agreement
25 and how it was entered into.

1 They -- that's not something that happens. And
2 whether or not there was a citation or not, I have no
3 idea. Nobody said there wasn't. Nobody said there was.
4 But that's no evidence of whether or not they met the
5 regulation here.

6 Your Honor, in addition to that, I believe that the
7 arbitration agreement, I would contend that the wrongful
8 death claim is an independent claim. Our brief goes
9 through, really the history of the wrongful death claim.
10 The wrongful death statute, of course, is a separate
11 statute. It tells us that there shall be separate
12 verdicts.

13 It tells us that there is different damages for the
14 wrongful death action than the survival action. There
15 are different claimants and beneficiaries for the
16 wrongful death action than the survival action. We know
17 that wrongful death action is not subject to liens and
18 claims against the estate and things like that.

19 It is a completely, wholly independent claim and
20 cause of action. And there are a number of states that
21 have that we've included in our brief that have wrongful
22 death statutes and survival action statutes almost
23 identical to ours. And they have said, and what we're
24 not saying here, I don't want to confuse that we are
25 saying that just because it's a wrongful death action

1 doesn't mean that it can't go into arbitration. That's
2 not what we're saying at all.

3 What we're saying is 100 percent the wrongful death
4 action could be compelled to arbitration if the
5 statutory beneficiaries were parties and signatories to
6 the agreement in their individual capacity. In this
7 particular instance, Miss -- my client, the personal
8 representative, Ms. Haag signed as a representative of
9 her father as power of attorney, not in her individual
10 capacity. The agreement is not between her and her
11 individual capacity, and she has no power to bind the
12 wrongful death statutory beneficiaries to this agreement
13 any more than she has a right to go sell their car or
14 sell their house or anything like that. And so she
15 can't waive this wrongful death statutory beneficiaries
16 claims, nor did she in this agreement, and it is a
17 completely, wholly independent agreement.

18 So if they were parties to this agreement and
19 signatories, then 100 percent that could potentially
20 bind the wrongful death claim. But that's not what
21 happened. And so we're not saying just because it's a
22 wrongful death claim means it's unenforceable. We're
23 saying they weren't parties and signatories, and now you
24 want to bind them to it.

25 And then the other two things, Your Honor, is,

1 number one, I don't believe that this agreement includes
2 the corporate entities. They've not done anything to
3 show the relationship between these entities or who the
4 other defendants are other than the facility. They've
5 done nothing to show how they were related or that they
6 were parent or corporate entities. They were not
7 actually even parties to the agreement, because they
8 didn't sign at best, the agreement is ambiguous, because
9 in the outset, it says that the agreement is between
10 Raymond Ziegler as resident and or Kimberly Haag, the
11 residents, legally designated representative, and
12 Carlyle Senior Care.

13 And then it goes on and then tries to include, it
14 says, employees, agents, subcontractors, parent and
15 affiliated companies, including, but not limited to Cook
16 Management Company who's not even a defendant, and but
17 that's in a completely different paragraph. So it's at
18 odds with the initial outset defining who the facility
19 is and who the parties are. And so I don't believe that
20 they can come in and say, "Oh, well, yeah, we sort of
21 were kind of referenced over here, maybe. But we're not
22 going to have to prove who we were, what our
23 relationship is, but we should still be able to go into
24 arbitration."

25 And that's just not the way it works. They've not

1 proved what that relationship is, or that they were
2 parties or signatories to this agreement. And then
3 finally, Your Honor, the last issue is we, as has
4 already been addressed. We have a facility where my
5 client was admitted to he was injured.

6 The facility was then sold to Mr. Stewart's
7 clients. He continued to suffer bad care and more
8 injuries, and then he died. And when the facility was
9 sold to Mr. Stewart's clients, as we can see in the
10 affidavit, the only evidence here my client was never
11 notified of the sale. She had no idea there was no --
12 any new owners. She had no reason to believe that there
13 would any -- any kind of contract -- contractual
14 agreement between her and the new owners.

15 She never signed any agreement with her and the new
16 owners. And now they're trying to come in and suggest
17 that they were somehow another assigned this agreement,
18 as though the as though the arbitration agreement
19 clearly make -- makes it clear that they should have
20 been assignees or asinors to this agreement. That's
21 just not true. There's no evidence of that.

22 The only evidence they've provided is trying to say
23 that there's this you try to use the parole evidence,
24 violate the parole evidence rule, and submit this
25 purchase agreement that they haven't authenticated or

1 laid the foundation for and -- and -- and so there's no
2 evidence that it was ever assigned to them, or my client
3 would ever even know that it was assigned to them. And
4 what we're saying is it's not just the assignment issue,
5 but we're saying we never contracted with them. There
6 was never a contract to begin with -- with them. And so
7 they can't move to enforce it.

8 Now, if the court did believe that for some reason
9 it was assigned to them. The law is also very clear, as
10 we've indicated in our brief that Miss Heslop's clients
11 can no longer enforce the agreement because they deem to
12 assigned away all of their rights in the contract. The
13 -- let me see if I can find that real quick. There's a
14 string of cases cited in Sanders versus Savannah Highway
15 Company with NRay Wholesale Grocery Products and HT of
16 Highlands Ranch, when they said that when -- when that
17 they had assigned their interest to another entity as a
18 result, quote, "The right to compel arbitration was
19 extinguished by the selling entity" because they had
20 assigned away all their rights in the contract. So if
21 Miss Heslop's clients really did assign it to Mr.
22 Stewart's clients, they no longer have any interest in
23 being able to enforce this arbitration agreement.

24 And if Mr. Stewart's clients were never assigned
25 the agreement, then they can't enforce the agreement

1 either, because they were never assigned the agreement.
2 So for all those reasons, Your Honor, we believe that
3 this is an unenforceable arbitration agreement and that
4 the defendant's motion should be denied.

5 THE COURT: Thank you.

6 MR. CHRISTIAN: Yes, sir.

7 THE COURT: I'll certainly let you respond if you'd
8 like to start, ma'am?

9 MS. HESLOP: Yes. Thank -- thank you, Your Honor.
10 The basic principle is that South Carolina law and the
11 Supreme Court has said that contracts, especially
12 arbitration contracts, are to be viewed like any other
13 contract. They are not to be given special
14 circumstances or anything else. They're to be viewed as
15 any other contract.

16 And that law -- law controls. Just I'm just going
17 to briefly walk through some of the things that -- that
18 were addressed. I understand Mr. Christian's argument
19 related to authenticating the agreements, and that the
20 agreements that argument was made with Judge Maddox, and
21 it was not followed at all. It's something that I think
22 I hear every time, but I have yet to see a court say
23 that somehow our attaching a copy of a document that
24 then is acknowledged in an affidavit from -- from the
25 plaintiff has somehow been not authenticated.

1 When it comes to the meeting of the minds argument,
2 I think Judge Maddox understood the law very, very
3 clearly. I think what the case shows, especially if you
4 look at Grant, York and Dean all together, is that the
5 forum selection clause in this particular agreement is
6 not an integral term in the way that those others were
7 because those others required to select a forum. In
8 this case, we have options. What judge Maddox found,
9 and what other courts have found is that when it's an
10 ancillary term, that it does not meet the requirement of
11 not -- of there not being a meeting of -- of the minds.

12 It matters whether it's an integral term or whether
13 it can be considered a logistical concern, an ancillary
14 term that can be figured out later among the parties.
15 And that's exactly what the agreement allows for,
16 especially so in pit on page three of that agreement, it
17 specific, specifically says, under the areas where
18 there's a where they could have selected a form at that
19 time. It says, within 30 days of receipt of this notice
20 -- of a notice to arbitrate from the resident, the
21 facility shall select another neutral arbitration
22 service, either from the list below, or from another
23 source if the other one is not available. And this
24 alternate arbitration services procedural rules shall
25 apply.

1 It specifically allows for if we don't select one,
2 then we can figure out another neutral arbitration
3 service. It allows for the it in the agreement.
4 Further, this agreement is subject to the FAA, which we
5 haven't gotten into because I don't think we need to,
6 but the FAA has a specific provision that allows for, if
7 there's any concern or issue related to who the
8 arbitrator is going to be or the selection, then the FAA
9 allows for a selection by the court of the arbitrator.

10 So there's a -- a statutory method to select the
11 arbitrator if the parties can't agree, or someone's not
12 available, or anything else. So it truly is a logistics
13 question. It's who do we want to use at the time, and
14 how do we figure that -- that part out? It is not an
15 integral term that somehow was not met in this contract
16 that is somehow supposed to overturn everything else
17 related to it.

18 Further, when it comes to the parties to the
19 agreement, whether it's a there's a meeting of the
20 minds, or whether all of these parties are included to
21 it, again, we're getting two sides out of what's in the
22 pleadings. The complaint specifically says that all of
23 these entities are related. It allows us causes of
24 action that all of these entities are together and
25 related, but yet now Mr. Christian is saying they're not

1 related and they shouldn't be considered as part of the
2 -- the agreement. Further our answer to our complaint,
3 which don't have in front of me right now, specifically
4 designates what those entities roles are, which one
5 wholly owns the other, and what his role is.

6 Whether it's provides management services or it's
7 New Day, is the whole -- is a whole sole owner of
8 Carlyle Senior Care, Fountain Inn that's laid out in our
9 answers. So to then say that somehow we haven't proved
10 what these entities are and who they are and how they're
11 related is -- is simply not correct based on the
12 pleadings. We can't deny what the pleadings say in one
13 format and then -- and then want to say that there
14 wasn't an agreement between all those entities.

15 The arbitration agreement specifically says, as it
16 includes the related, affiliated entities as the
17 definition of facility. Finally, when it comes to the
18 wrongful death piece, it's not just that the wrongful
19 death claim is a direct derivative. You cannot have a
20 cause of action for wrongful death without a survival
21 action. One must flow from the other. You cannot just
22 have a wrongful death claim if something had not
23 happened to the person on whose claim that you are
24 saying you are sorry and you are sad that they are lost
25 because of the actions of the person who provided that

1 care.

2 They must flow from -- from one of the other. And
3 that's what Judge Maddox says. It's not in some of the
4 other orders that we cited in our brief. It is they may
5 be separate damages and they may be separate claims, but
6 one -- but the wrongful death, unlike the survival,
7 cannot exist without the other.

8 So therefore they flow together at the same time,
9 and contrary to -- to Mr. Christian, the admission
10 agreement, as well as the arbitration agreement, both
11 specifically and expressly state that it binds Mr.
12 Ziegler and his heirs. It specifically says it on page
13 eight of the admission agreement, which was included
14 with the packet that -- that was provided, says "The
15 resident agrees that the obligations, conditions, terms
16 and restrictions of this agreement also bind his or her
17 respective heirs, successors." So it is binding
18 whatever this contract says is binding on those people,
19 whether they like it or and then the last page of the
20 arbitration agreement, right before Miss Haag signs it,
21 where it expressly states, the very last sentence above
22 her signature says, "This agreement shall be binding
23 upon and in your to the benefit, to the benefit of the
24 parties.

25 The parties, both the facility and all of its

1 affiliated entities, as well as the claimant here too,
2 their respective heirs, personal representatives,
3 successors, purchasers and assigns." It specifically
4 allows for what we are talking about here. The language
5 of the agreement is very clear, and if, for some reason,
6 the court feels it's necessary, I believe that
7 additional jurisdiction -- jurisdictional discovery
8 should be allowed, in the alternative to explore further
9 this affidavit or the allegation that somehow the
10 agreement does not meet the standards that plaintiff is
11 alleging. It does not.

12 So I will leave the rest of my very short argument
13 to my co-defendant.

14 THE COURT: All right. Yes, sir?

15 MR. STEWART: Thank you, Your Honor. Just briefly,
16 I want to address this, who owns the wrongful death
17 claim. From a practical standpoint in 2018 Mr. Ziegler
18 gives his daughter power of attorney. So essentially,
19 she then becomes him. Right? When she executes
20 something on his behalf, it's as if he executed it
21 himself. So if you look at this arbitration agreement,
22 regardless of the arguments about its enforceability,
23 applicability, he signed it because she signed it as
24 POA. So therefore he signed an arbitration agreement
25 binding all claims of his to arbitration.

1 So fast forward, he passes away. He still had his
2 estate still has those claims. In order to pursue those
3 claims, the estate has to appoint a PR. As part of that
4 process. Typically, there's a renunciation by family
5 members the beneficiaries, and so that at that point is
6 when the beneficiaries are saying, "Hey, we're allowing
7 this person to act on our behalf."

8 So back when it was executed, Mr. Ziegler was
9 acting on his own behalf, if we say she was standing in
10 his shoes. And then when the PR is then appointed,
11 she's then acting on his behalf as well and for the
12 benefit of the beneficiaries. So the beneficiaries
13 interest are somewhat bound by the prior act. They
14 don't get to say, "Oh, that doesn't apply to us, because
15 we didn't sign the agreement."

16 It's like, well, that doesn't really matter,
17 because he signed the agreement, and he agreed to bind
18 all his claims. And so now we've got a P...

19 THE COURT: Why would you ever have one that could
20 go forward if you did that?

21 MR. STEWART: Exactly, exactly.

22 THE COURT: That was the main well ...

23 MR. STEWART: Then you could potentially have
24 multiple claimants, right? So if every beneficiary
25 could every beneficiary could show up and say, "I've got

1 a wrongful death claim", and, you know ...

2 THE COURT: I mean, I'm saying, and I'm putting in
3 context of this case where she was power of attorney for
4 Mr. Ziegler, and it was filed, and all that, I'll just I
5 was, that was my concern or question, I guess. Not, how
6 you could ever do that, how that could ever work out?

7 MR. STEWART: That's right.

8 THE COURT: You'd always -- you've been to have
9 every heir, possible heir, sign the document on their
10 own behalf.

11 MR. STEWART: Or any document, if that would ...

12 THE COURT: Right, go ahead.

13 MR. STEWART: So I just wanted to address that,
14 Your Honor, as Miss Heslop mentioned the related
15 entities. That's something they've alleged that we're
16 related. So I think it's problematic for them to say,
17 "Oh, there's no proof that they've alleged that." So we
18 these are related entities.

19 My clients, one of them is the facility. One of
20 them is like a back office administrative consulting
21 type. They provide payroll, HR, that sort of thing.
22 Another one are holding companies, and then real estate
23 entities that really don't have much to do with the
24 care, but they are related to my client. We don't
25 believe there's any prejudice too.

1 If Your Honor, compels this arbitration, plaintiff
2 still gets to present all their claims to a neutral
3 forum. Everybody gets full due process. So there's
4 really no prejudice by not enforcing it. In fact,
5 there's prejudice against my client if the court ignores
6 the contract. Your Honor, Miss Heslop, I was unaware
7 that she had an order involving the same parties and the
8 same attorneys.

9 And there's a case that I cited in my brief, Hods
10 versus Unihelp Post Acute or 22-SC- 544. And that case
11 states that when an unpublished opinion involves the
12 same defendant represented by the same lawyer making the
13 same arguments that they make before the court that --
14 that can be considered. So, Your Honor, I think can
15 consider Miss Heslop because of this exception that the
16 Hodge cases. Basically you can't, typically consider
17 orders from other circuit courts, but if the same
18 lawyer, same party, is making same arguments, you can.
19 So I would encourage you to take a look at that, and
20 then that's it, Your Honor. I think that this is a
21 pretty cut and dry arbitration. We've got a POA, it's
22 signed. You've got the subsequent assignment. But if
23 Your Honor is uncertain about some of these issues, the
24 FAA allows for jurisdictional discovery to be conducted
25 on things like the affidavit these documents.

1 And so we respectfully request don't grant the
2 arbitration of the motion to compel arbitration that you
3 give us jurisdictional discovery to flush out some of
4 these details. Thank you.

5 THE COURT: All right. I'll give you the final
6 word. Yes, sir?

7 MR. CHRISTIAN: Yeah, I'll be real quick. All
8 right. So I think it's interesting that they want to
9 talk about Judge Maddox's order and ignore the many,
10 many orders we've included that find otherwise about
11 illegality and wrongful death and all these things, and
12 confirm that this is indeed that the wrongful death
13 action is a an independent cause of action. And Your
14 Honor, raises the question about how you would ever get
15 the wrongful death beneficiaries to sign.

16 And I agree it would definitely be a difficult
17 task. But it really doesn't matter, because we can't
18 just go bind whatever other third parties we want to by
19 just stating that they were included in the contract,
20 but they weren't parties or signatories or even
21 potentially aware of the agreement.

22 THE COURT: And so even though she's standing in
23 the shoes of Mr. Ziegler?

24 MR. CHRISTIAN: She is standing in the shoes of Mr.
25 Ziegler ...

1 THE COURT: Like he signed it?

2 MR. CHRISTIAN: Right, but not of the -- not of her
3 fellow statutory beneficiaries or the wrongful death
4 statutory beneficiary. She has no authority to bind
5 their claims, which are independent.

6 THE COURT: Ziegler is, I mean, their argument is,
7 Mr. Ziegler is binding their claims.

8 MR. CHRISTIAN: Yes, sir, I understand. And I
9 disagree. I disagree with that. I think that that's
10 why they're independent claims, independent causes of
11 action, so, and we've got law that addresses that in. A
12 brief in some other cases.

13 So, but in any event, with regards to the -- the
14 first issue is that there's no meeting of the minds
15 because they didn't identify the arbitrable --
16 arbitrating forum. In this case, their -- their
17 arbitration agreement uses the exact same language as
18 the Dean case from the South Carolina Supreme Court that
19 says, this makes this an answer -- not ancillary, but an
20 integral term to the agreement. So there has to be a
21 meeting of the minds. It required them, if they didn't
22 pick one of those first two arbitrators to identify one
23 in the agreement, to use.

24 It didn't do that. In the -- in the languages,
25 again, I hate to be so redundant, but it's it tracks

1 this exact same language that the Dean court said we
2 have. If this is the language used, this is an integral
3 term. It has to be identified, and this has to be the
4 arbitrator. Otherwise there's no meeting of the minds.

5 And that's the exact same situation we have here,
6 Judge. The FAA does not allow the court to pick the
7 arbitrator unless the arbitration agreement is silent on
8 the arbitrator. The Dean case and the Grant case
9 specifically state that. There is a section five of the
10 FAA says the court can do it when the arbitration
11 agreement doesn't identify it, but when the arbitration
12 agreement identifies it, the court can't go back and
13 select who the arbitrator should be for the parties.
14 They can't rewrite the agreement. And so that's a
15 complete red herring and irrelevant, as is the request
16 for more discovery. They could have requested
17 discovery. This hearing been pending for months, then
18 no point in time Have they ever requested any discovery
19 on this matter.

20 And the courts have pretty much indicated in Hodge
21 and Thompson the discovery wouldn't do any good, and the
22 courts denied their request for discovery in those cases
23 and addressed it, and those were nursing home cases
24 involving the same issues. And then, Your Honor, they
25 -- I understand that with the two other issues about

1 proving the relationship among the agreement among the
2 defendants, using the purchase agreement, which is
3 parole evidence without any foundation, and all those
4 things Barry v. Spang is very clear. I understand that
5 they want to ignore that case, but it says that they've
6 got to lay the foundation for these things if they're
7 going to submit them for the court to consider as proof
8 of their argument. And they did not do that.

9 And they can talk about what our allegations are in
10 our complaint all along, but I can't swear to it,
11 because they don't have the answer in front of me, but
12 I'm 90 percent sure they denied what we allege to be the
13 relationship among the parties. And so there's not any
14 evidence here in front of the court or on the record as
15 to what that relationship is. And they could have done
16 that with some affidavits or anything else, but they
17 chose not to, and this is their day in court. And so
18 for all those reasons, but in particular, because there
19 is no meeting of the minds here.

20 I mean, there it's it's right in front of us from
21 the Dean case, and this arbitration agreement tracks the
22 exact same language. So for all those reasons, Your
23 Honor, I would just contend that this is not an
24 enforceable arbitration agreement. And ask that you
25 deny their motions.

1 THE COURT: Thank you very much. Appreciate your
2 arguments, and we'll take it under advisement. Won't be
3 in Oconee county next week, it looks like, but I'll try
4 to get to it by the end of the week, just depending on
5 how Oconee county plays out. Also, we've got a lot on
6 the docket, but may not be on the docket later, but it's
7 a lot now, but -- but we'll work through that. But I
8 appreciate you being here. Appreciate you being on
9 time. Thank you very much.

10 MS. HESLOP: Thank you, Your Honor.

11 MR. CHRISTIAN: Thank you, Your Honor.

12 MS. HESLOP: If Your Honor needs any further
13 briefing, just let us know.

14 THE COURT: I'll do it. Thank you.

15
16 (THERE BEING NOTHING FURTHER, THIS HEARING WAS CONCLUDED.)
17
18
19
20
21
22
23
24
25

1 CERTIFICATE OF TRANSCRIBER

2 State of South Carolina

3 County of Greenville

4
5 I, JENNIFER JAEGER, a court-approved transcriber, do hereby
6 certify that the foregoing is a true, accurate and complete
7 Transcript of Record of the proceedings had and evidence
8 introduced in the hearing of the captioned case, relative to
9 appeal, in South Carolina Circuit Court 13, Greenville
10 County, South Carolina, on the 19th day of September, 2025.

11
12 That I am not related to nor the employee of any of the
13 parties hereto, nor related to or employed by any attorney or
14 counsel employed by the parties hereto, nor interested in the
15 outcome of this action.

16
17 *Jennifer Jaeger*

18 Jennifer Jaeger

19 Notary Public for S.C.

20 Commission Expires: 10/28/2032

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	IN THE COURT OF COMMON PLEAS THIRTEEN JUDICIAL COURT
Kimberly Haag, Individually and as Personal Representative of the Estate of Raymond Zeigler, Plaintiff, v. Carlyle Senior Care of Fountain Inn, LLC, Carlyle Senior Care Management Company, Inc., New Day Health Ventures, LLC, LARK of Fountain Inn, LLC, Fountain Inn Healthcare, LLC d/b/a Fountain Inn Post Acute, Providence Group, Inc., Providence Administrative Consulting Services, Inc., PACS Group, Inc., PACS Holdings, LLC, and 501 Gulliver Property, LLC, Defendants.	CASE NUMBER 2025-CP-23-01757 & 2025-CP-23-01759 DEFENDANTS' FOUNTAIN INN HEALTHCARE D/B/A FOUNTAIN INN POST ACUTE, PROVIDENCE GROUP, INC., PROVIDENCE ADMINISTRATIVE CONSULTING SERVICES, INC., PACS GROUP, INC., PACS HOLDINGS, LLC, AND 501 GULLIVER PROPERTY, LLC MOTION TO DISMISS, STAY LITIGATION AND DISCOVERY, AND COMPEL ARBITRATION

PLEASE TAKE NOTICE that Defendants Fountain Inn Healthcare d/b/a Fountain Inn Post Acute, Providence Group, Inc., Providence Administrative Consulting Services, Inc., PACS Group, Inc., PACS Holdings, LLC, and 501 Gulliver Property, LLC (hereinafter "Defendants"), by and through its undersigned counsel, pursuant to Rules 12(b)(1), (2) and (6), and Rule 26 of the South Carolina Rules of Civil Procedure, and according to the provisions of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 *et. seq.* and applicable federal case law, hereby move this Honorable Court for an Order Dismissing Plaintiff's Complaint and Staying Litigation and Discovery and Compelling Arbitration in the above-captioned case.

This motion is based upon the Binding Arbitration Agreement (" Arbitration Agreement") executed by and between Kimberly Haag as Power of Attorney for Raymond Zeigler and Defendant Carlyle Senior Care of Fountain Inn, LLC requiring that any disputes between them, be

resolved through binding arbitration exclusively and pursuant to the Federal Arbitration Act. A copy of the executed Arbitration Agreement is attached hereto as Exhibit A and incorporated herein by reference.

On about March 14, 2023, the operations of the subject facility located at 501 Gulliver Street, Fountain Inn, SC were transferred from Defendant Carlyle Senior Care of Fountain Inn, LLC to Defendant Fountain Inn Healthcare, LLC. (Ex. B, Management and Operations Transfer Agreement). Plaintiff's Complaint primarily focuses on a fall that occurred on February 3, 2023, *before* Defendant Fountain Inn Healthcare, LLC took over operations of the subject facility. Pursuant to the Management and Operations Transfer Agreement, certain agreements were assigned and assumed by Defendant Fountain Inn Healthcare, LLC. The Management Operations Transfer Agreement expressly states "all resident agreements" are assumed pursuant to the agreement. (Ex. B, Management Operations Agreement at § 15 and Exhibit 15(a)). The Arbitration Agreement is a resident agreement under the Management and Operations Transfer Agreement and Defendants are entitled to the rights afforded by the Arbitration Agreement.

Kimberly Haag executed Exhibit A as Raymond Zeigler's, as power of attorney with the actual authority to admit him to the care, custody and control at Fountain Inn Post Acute, thus binding Raymond Zeigler to all terms and conditions of Exhibit A, including binding arbitration. (Ex. C, Durable Power of Attorney at ¶ 3.10). Plaintiff's claims against Defendants must be compelled to binding arbitration pursuant to the arbitration provision in Exhibit A that was executed between the parties for the admission, residency, and care of Raymond Zeigler. Kimberly Haag acted as Raymond Zeigler's power of attorney as to all matters based on her participation in legal decisions, care planning, healthcare decisions and all other decisions necessary for Raymond Zeigler.

By filing this Motion, the Defendants do not admit any of the allegations in the Complaint or waive any objections, defenses, or other rights, specifically including, but not limited to the right to arbitrate, available to it under state or federal law. Defendants further reserve all rights under Rule 12 of the South Carolina Rules of Civil Procedure to file a responsive pleading to the extent necessary in accordance with a ruling from the Court on the instant motion.

This Motion will be further supported by the pleadings, applicable law, arguments of counsel, a memorandum of law to be filed subsequently, and any other documents, affidavits or materials the Court may receive.

BURR & FORMAN, LLP

s/ Nicholas C.C. Stewart

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Nicholas C.C. Stewart

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Healthcare d/b/a Fountain Inn Post Acute,
Providence Group, Inc., Providence
Administrative Consulting Services, Inc.,
PACS Group, Inc., PACS Holdings, LLC,
and 501 Gulliver Property, LLC*

May 8, 2025
Charleston, South Carolina

MEDIATION AND BINDING ARBITRATION AGREEMENT

made pursuant to the
FEDERAL ARBITRATION ACT (9 U.S.C. § 1 et seq.)
 and pursuant to the
SOUTH CAROLINA UNIFORM ARBITRATION ACT
(S.C. CODE ANN. §§ 15-48-10 et seq.)

This **MEDIATION AND BINDING ARBITRATION AGREEMENT** is entered into on December 22, 2022, by and between
Carlyle Senior Care (hereinafter "Facility") and
Raymond Zeigler ("Resident") and/or
Kimberly Haag, the Resident's Legally Designated Representative, if any.

THIS IS A BINDING AGREEMENT TO ARBITRATE ALL CLAIMS ARISING OUT OF THE RELATIONSHIP BETWEEN RESIDENT AND FACILITY. THE EXPRESS INTENT OF THE PARTIES IS TO SUBMIT ALL CLAIMS TO BINDING ARBITRATION EXCEPT AS EXPRESSLY SET FORTH HEREIN. ANY AMBIGUITY OR DOUBT AS TO THE INTENDED SCOPE OF THIS AGREEMENT SHALL BE RESOLVED IN FAVOR OF SUBMITTING ALL CLAIMS TO BINDING ARBITRATION.

In this **MEDIATION AND BINDING ARBITRATION AGREEMENT** (hereinafter "Agreement"), the following definitions apply:

"Resident" "you" and "your" refers to the Resident identified above who is being admitted to the Facility. Resident also includes Resident's Legally Designated Representative(s), Resident's Responsible Party, Resident's family, and anyone situated in such a manner so as to assert a Claim against the Facility.

"Resident's Legally Designated Representative" refers to the person who possesses actual legal authority to conduct affairs and make decisions on behalf of the Resident. This person includes, but is not limited to, the person who has been appointed as Guardian for the resident, and/or the person who possesses a Power of Attorney executed by the Resident.

"Resident's Responsible Party" refers to _____, who is the person identified as the Resident's Responsible Party in the Admission materials executed by Resident and/or the Resident's Legally Designated Representative, and who has agreed to serve as the primary point of contact for communications between the Facility and the Resident's family.

"Facility" refers to the Facility identified above, and includes the Facility's employees, agents, subcontractors, and parent and affiliated companies (including, but not limited to, Cooke Management Company, Inc.) and their employees and agents.

"Parties" and "party" refers to persons and entities defined within the scope of "Resident" and "Facility."

"Claim(s)" include any and all claims, disputes or controversies of any and every variety between the Parties relating in any respect to the relationship and interactions of the Parties. The Parties' express intent is for this Agreement to apply to Claims that presently exist, as well as any Claims as may arise or come to exist in the future. Except as expressly set forth herein or as excluded in Section II(c) of the Agreement, it is the intent of the Parties that all Claims be resolved between the Parties via binding arbitration.

The Parties agree that any ambiguity with regard to whether or not the Claim(s) fall within the scope of this Agreement should be construed in favor of submitting the Claim(s) to binding arbitration pursuant to the terms of this Agreement.

All Claims must be asserted by the Parties within the time allowed by the applicable statute(s) of limitation.

I. Voluntary Mediation: This Agreement provides for voluntary mediation whereby the Parties may, upon mutual agreement, engage in mediation before resorting to binding arbitration. Mediation is a form of alternative dispute resolution whereby an impartial third party is selected by the Parties to preside over a meeting of the Parties and/or their representatives so to facilitate communication between the Parties, with a goal of bringing the Parties together and negotiating the terms for a mutually agreeable Settlement Agreement. Depending upon the location of the litigation and the nature of the Claims, South Carolina courts presently requires that litigants engage in pre-suit mediation. This Agreement will make such mediation voluntary. The goal of mediation is to resolve the dispute promptly, amicably, and without requiring either Party to engage in the significant time and expense required in the litigation process. The advantage of mediation is that it allows the Parties the opportunity to establish mutually agreeable terms to resolve any Claims. If the Parties do not mutually agree to mediate any Claims between them, then they may proceed directly to arbitration.

(a) **Selection of the Mediation Site and Mediator:** If the Parties mutually agree to mediate any Claims that may arise between them, then the mediation will be conducted at a location either within the County in which the Facility is situated, or at a location mutually agreeable to the Parties. The Parties shall mutually select a certified mediator. The costs of the mediation shall be borne equally by each Party, and each Party shall be responsible for their own legal fees. If the Parties cannot agree upon a location or a mediator for the mediation, or if the Parties are unable to resolve their Claims through mediation, then the Claims shall be resolved by binding arbitration as set forth in this Agreement.

(b) **Settlement at Mediation:** Although the mediation process is voluntary and non-binding, should the Parties reach a settlement in the course of the Mediation that is memorialized into a Settlement Agreement executed by the Parties, this Settlement Agreement's terms and conditions shall be binding upon the Parties.

II. **Binding Arbitration:** Arbitration is a specific method of resolving Claim(s) between the Parties outside of the traditional state or federal court system. Instead of a judge and/or jury resolving the Claim(s), a neutral third party ("Arbitrator") renders the decision, which is binding on both Parties. Generally, an Arbitrator's decision is final and not open to appeal. The Arbitrator will hear both sides present their Claim(s) and their responses to the other Party, and then render a decision based on fairness, law, common sense and the rules established by the arbitration association selected by the Parties in Section II(b) of this Agreement. Because this arbitration is binding, it is the only legal process available to the Parties. Binding Arbitration has been mutually selected by the Parties with the goal of reducing the time, formalities and cost of utilizing the court system.

(a) **Intent of the Parties.** The Parties expressly intend that all matters be resolved by arbitration, including, but not limited to, resolving any questions regarding the applicability and/or enforceability of this Agreement as well as resolving all Claims, existing presently or in the future, between the parties without regard for whether such Claims are presently known or unknown.

(1) **Scope of Agreement:** Unless the Claims are resolved by mediation, or are expressly excluded in Section II(c), or are excluded from the scope of this Agreement by mutual written consent of the Parties, the Parties expressly intend that the binding arbitration provisions of this Agreement apply to any and all Claims arising out of the relationship between the Parties, without regard for the nature of the Claim(s), the facts alleged to support or refute the Claim(s), or circumstances from which the alleged Claim(s) arose. This means that neither the Facility nor the Resident will be able to file a lawsuit in court to resolve any Claim(s) against the other. It also means that both the Facility and the Resident are relinquishing their right to a trial by judge and/or jury to resolve any Claim(s) against the other. The Parties freely choose arbitration, and the Parties understand that the arbitrator's decision is final and binding.

(2) **Implementation of Arbitration:** The Parties expressly intend to arbitrate all Claims; therefore, should the determination be made that a Claim is not subject to arbitration pursuant to the Federal Arbitration Act, then the Parties intend that such Claim shall be arbitrated in accordance with the South Carolina Uniform Arbitration Act. Similarly, should the determination be made that any Claim is not subject to arbitration pursuant to the South Carolina Uniform Arbitration Act, then the Parties intend that such Claim shall be arbitrated in accordance with the Federal Arbitration Act. In the event that the determination is made that any Claim is not subject to arbitration pursuant to either the Federal Arbitration Act or the South Carolina Uniform Arbitration Act, then the Parties hereby stipulate and agree to conduct voluntary binding arbitration in accordance with Section II(b). The Parties agree that this specific provision of this Agreement is enforceable by specific performance by either Party. In the event that despite the Parties' express intent that all Claims be resolve by binding arbitration, it is determined that only certain claims may be arbitrated, then the Parties agree that binding arbitration of those claims shall proceed. This binding arbitration shall proceed during the pendency of any appeal or any other litigation in civil court, unless both Parties mutually agree that this arbitration be stayed.

(3) **Involvement of Interstate Commerce:** The Facility expressly represents and provides notice to the Resident that the Facility must and will engage in interstate commerce in the course of its relationship with Resident. The Resident is aware of this fact, acknowledges this fact, and explicitly expects that interstate commerce will be involved in the course of the relationship between the Parties. The Resident agrees that (s)he could specifically seek residency at a different facility if Resident expected and/or desired to reside in a facility that did not and would not engage in interstate commerce in the course of the relationship between the Parties, which includes, but is not limited to, the provision of care to the Resident. Therefore, it is the express intent and expectation of the Parties that the care provided by the Facility to the Resident will and does involve, implicate, and affect interstate commerce.

The Parties expressly acknowledge and agree that the relationship between the Parties, which includes, but is not limited to, the provision of care, products, and services to the Resident by and through the Facility, necessarily will, and in fact does, necessitate transaction(s) involving and affecting interstate commerce by needing and in fact utilizing people, information and tangible materials that originate out of state and that must be and in fact are transported across state lines to the Facility. The extent of this involvement and affect on interstate commerce includes, but is not limited to: (1) the equipment utilized by the Facility in the course of both general operations and the provision of specific care to the Resident; (2) the medicines prescribed to the Resident; (3) the supplies sought by, prescribed to, and/or provided to the Resident; (4) the staffing of personnel, specialists, and independent contractors at the Facility in the course of the care and treatment of Resident; (5) the information used in the course of the care and treatment of the Resident; and (6) the food and other products offered by the Facility to Resident. Additionally, the Facility is required to comply with state and federal statutes and regulations. Further, the Facility accepts payments from federal programs as well as from out of state providers and out of state income sources.

In the course of providing care, products and services, the Facility cannot and does not limit itself to utilizing only items and services that originate in South Carolina. Therefore, the relationship between the Parties specifically contemplates and requires the purchase, acquisition, and/or utilization of materials, services, and items from outside the state of South Carolina that must be transported across state lines to the Facility, thereby involving, implicating and substantially affecting interstate commerce. The Parties acknowledge and agree that the Facility would be unable to fulfill its obligations to Resident without involving, implicating and substantially affecting interstate commerce within the scope and meaning of Congress' Commerce Clause.

(b) **Procedure for Arbitration.** The Arbitration shall be administered by one of the entities identified below and mutually agreed upon and designated by the Parties:

Option 1: Carolina Dispute Settlement Services); or

Option 2: National Arbitration. Forum

If the options identified above are not mutually agreeable to the Parties, an alternate arbitration forum and/or qualified arbitrator may be mutually agreed upon and identified below:

Option 3: _____

We selection Option _____ (choose options 1, 2 or 3 and initial below)

Initials:

Resident

Resident's Legally
Designated Representative


Resident's
Responsible Party


Facility

Any Request for Arbitration of Claim(s) ("Request") must be submitted in writing to the Arbitrator at the address set forth below in accordance with the procedural rules established by that Arbitrator existing at the time the Request is made. A copy of the Request must also be sent to the Facility at the address set forth below. In the event the Arbitrator is unable or unwilling to serve, then the Resident must provide written Notice to the Facility within thirty (30) days of the Resident's receipt of notice of the Arbitrator's unwillingness or inability to serve. Within thirty (30) days of receipt of this Notice from the Resident, the Facility shall select another neutral arbitration service, either from the list below or from another source, and this alternate arbitration service's procedural rules shall apply to the arbitration proceeding. The Resident's failure to submit a Request within the period set by the applicable state of limitations for the Claim(s) to which the Request applies shall operate as a bar to such Claim(s). A copy of the applicable Rules and Procedures for Arbitration may be acquired from the selected Arbitrator, either online or directly. Judgment on any award rendered by the Arbitrator may be entered in any court having appropriate jurisdiction.

Carolina Dispute Settlement Services:
234 Fayetteville Street Mall, Suite 200
Raleigh, N.C. 27601
Telephone: 1-919-755-4646
Fax: 1-919-155-4644
www.notrials.com

Facility:

National Arbitration Forum
P.O. Box 50191
Minneapolis, MN 55405-0191
Telephone: 1-800-474-2371
Fax: 952-345-1160
www.adrforum.com

Option 3 Alternate Arbitrator:

(c) **Exclusion from Arbitration.** The Parties expressly agree to exclude the following Claim(s) from binding arbitration: (1) guardianship proceedings resulting from the alleged incapacity of the Resident; (2) Claim(s) involving less than Five Thousand Dollars (\$5,000.00); (3) Claim(s) brought after the expiration of the applicable statute(s) of limitation; and (4) any Claim that the Parties mutually agree to resolve in a manner not entailing binding arbitration, either as set forth at the time the Parties execute this Agreement, or as later mutually agreed upon in writing by both Parties. In situations involving Claim(s) excluded from binding arbitration, neither the Resident nor the Facility is required to use the arbitration process, but the Parties may mutually agree to do so should they so choose. Any legal actions related to excluded Claim(s) may be filed and litigated in any court possessing jurisdiction. Additionally, this Agreement shall not impair the rights of the Resident to appeal any transfer and/or discharge action initiated by the Facility to the appropriate administrative agency if such transfer or appeal is governed by State or Federal law prescribing the instances in which a resident may be transferred or discharged, and after the exhaustion of such administrative appeals, to appeal to the court exercising appellate jurisdiction over that administrative agency.

(d) **Right to Legal Counsel.** Both Parties have the right to be represented by legal counsel in any binding arbitration proceedings initiated under this Agreement. Because this Agreement addresses important legal rights, the Facility encourages and recommends that the Resident obtain the advice and assistance of legal counsel to review the legal significance of this binding arbitration provision either prior to signing this Agreement, or subsequent to signing but within the rescission period. Should any Party fail to obtain legal counsel at any point, they do so willingly and voluntarily.

(e) **Location of Arbitration.** The arbitration will be conducted in the County in which the Facility is located, or in accordance with the Arbitrator's applicable rules of procedure (for instance, certain Arbitrators may require that the arbitration take place at their offices), or at another site that is mutually agreeable to the Parties. In the event that the Parties cannot mutually agree upon a location for the arbitration, the Parties shall be bound by the Arbitrator's decision of the location in which the arbitration is to occur.

(f) **Applicable Law.** The Parties agree that the Arbitrator shall apply South Carolina law in order to resolve any state law Claims related to their relationship. The Parties agree that the arbitrator shall apply federal law as set forth by the United State Supreme Court, the Fourth Circuit Court of Appeals and the District Court of South Carolina to any Claims premised upon federal statutes. The Parties agree that the application of South Carolina law in this choice of law provision shall not be construed to prevent the Parties from arbitrating all Claims arising from their relationship. For instance, if a Claim is deemed not able to be arbitrated under the South Carolina Uniform Arbitration Act, then this choice of law provision shall not be construed to prevent application of the Federal Arbitration Act to resolve the Claim via binding arbitration. Further, the Parties agree that the legal maxim that ambiguities should be construed against the party that drafted the document shall not apply; rather the Parties agree that ambiguities, if any, are to be construed in favor of submitting all Claims to binding arbitration.

(g) **Warranty of Capacity and Comprehension.** Resident and, if present, Resident's Responsible Party hereby affirm that (s)he possesses the mental capacity to execute this Agreement and that (s)he has not been diagnosed as incapacitated by a physician or adjudicated as incapacitated by a Court. Both Resident and the Resident's Responsible Party agree and affirm that they have reviewed and understand this Agreement.

Resident

Resident's Responsible Party

In the event that either Resident or Resident's Responsible Party have any concerns or reservations regarding the Resident's capacity, please identify them on space below:

In the event that the Resident is incapacitated, the Resident's Legally Designated Representative hereby affirms and warrants that (s)he possesses actual legal authority to act and make decisions on behalf of the Resident, and that (s)he has entered into this Agreement voluntarily after reviewing and understanding its terms, and (s)he believes that this Agreement is in the best interests of the Resident.

Resident Legally Designated Representative

(b) **Allocation of Costs and Fees for Arbitration.** The costs of the arbitration shall be shared equally by each party, and each party shall be responsible for their own legal fees, costs, and expenses.

(i) **Severability.** In the event any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the offending provision shall be severed from the Agreement, and the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby. This provision reflects the Parties intent to arbitrate all Claims.

(j) **Limited Right to Rescind this Agreement.** Resident or, in the event of Resident's incapacity, Resident's Legally Designated Representative, has the right to rescind this Agreement by notifying the Facility in writing within thirty (30) days of the date set forth above. This right to rescind is fully set forth in the attached Notice of Right to Rescind ("Notice"). This Notice must be properly executed by either the Resident or the Resident's Legally Designated Representative and sent via certified mail to the attention of the Facility's Administrator at the address set forth above. The Notice must be post-marked within thirty (30) days of the execution of this Agreement. The Notice may also be hand-delivered to the Administrator and the acknowledgement of the Notice's receipt must be executed and dated within the same thirty (30) day period. The filing of a Claim in a court of law within the thirty (30) days provided for above will automatically rescind this Agreement without any further action by Resident or Resident's Legally Designated Representative.

(k) **Entire Agreement.** The Parties agree that, with respect to the subject matter hereof, this Agreement constitutes the full and complete understanding and agreement of the Parties. The Parties also agree that there is absolutely no agreement or reservation not clearly expressed herein, and that the execution hereof is with the full knowledge that this Agreement covers all possible Claims between the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, personal representatives, successors, purchasers and assigns.

Resident

Responsible Person

Resident Legally Designated Representative

Duly Designated Facility Representative

Title Admissions

MANAGEMENT AND OPERATIONS TRANSFER AGREEMENT

This MANAGEMENT AND OPERATIONS TRANSFER AGREEMENT (this “**Agreement**”) is made and entered into as of this 14th day of March, 2023 (“**Execution Date**”), by and between Carlyle Senior Care of Fountain Inn, LLC, a South Carolina limited liability company (“**Existing Operator**” or “**Licensee**”) and Fountain Inn Healthcare, LLC a South Carolina limited liability company (“**New Operator**”).

RECITALS

A. Existing Operator is the licensed operator of that certain facility commonly known as Carlyle Senior Care of Fountain Inn, and located at 501 Gulliver Street, Fountain Inn, SC South Carolina 29644 (the “**Facility**”).

B. Effective upon the Operations Transfer Date, New Operator will occupy the Facility as a manager for Licensee pursuant to the terms hereof and during the Management Period (as defined below).

C. In order to facilitate a transition of operational and financial responsibilities from Licensee to New Operator in a manner which will ensure the continued operation of the Facility after the Operations Transfer Date in compliance with applicable law and in a manner which does not jeopardize the health and welfare of the residents of the Facility, Licensee and New Operator desire to document the terms and conditions on which New Operator will manage the Facility for Licensee as of the Operations Transfer Date and certain other terms and conditions relevant to the transition of operational and financial responsibilities from Licensee to New Operator.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants of the parties set forth herein, it is hereby agreed as follows:

1. Definitions

1.1 “**Evidence of Licensure**” means, in the event the issuance or transfer of a License cannot occur on or prior to the Transition Date, New Operator shall provide Existing Operator with a letter or other form of written assurance, the sufficiency of which shall be determined in Existing Operator’s and New Operator’s good faith discretion (which shall not be unreasonably withheld, delayed, or conditioned), from the applicable Governmental Authority indicating that, all pre-Transition Date conditions for the issuance of the Licenses have been satisfied, and the New Operator may continue to operate the Facility lawfully without an interruption in service or licensure.

1.2 “**Governmental Authority(ies)**” means any state or federal governmental agency or authority with jurisdiction over the Licenses (as defined herein) and Facility.

1.3 “**Knowledge**” means, when used with respect to Licensee, the actual knowledge of Rick Cranford and the current licensed administrator of the Facility (“**Licensee’s Knowledge Individuals**”), and not to any other persons, and shall not apply to or to be construed to apply to information or material which may be in the possession of Licensee generally or incidentally, but which is not actually known to Licensee’s Knowledge Individuals. In no event

shall Licensee's Knowledge Individual be personally liable for the breach of any representation or warranty contained in this Agreement.

1.4 *"Licenses"* means a facility license, certificate of need and/or any other license or permit for the Facility required by any federal or Governmental Authorities with jurisdiction over the Facility, so that, on the Transition Date, New Operator shall have all legal authority to operate the Facility as a licensed skilled nursing facility, as defined by the laws of South Carolina.

1.5 For purposes hereof, the *"Operations Transfer Date"* shall be April 1, 2023.

1.6 For purposes hereof, *"Third Party Payor Programs"* means Medicare, Medicaid, CHAMPUS, TRICARE, managed care plans, and any other private health care insurance programs and employee assistance programs as well as any future similar programs.

1.7 For purposes hereof, the *"Transition Date"* shall be the date upon which New Operator shall have received the Licenses or Evidence of Licensure from the South Carolina Department of Health and Environmental Control deemed sufficient by Existing Operator and New Operator with advice of their respective counsel.

2. Conditions Precedent. For purposes hereof, the *"Conditions Precedent"* to the transfer of operations shall be: (a) the execution and delivery by Licensee of the Assignment and Assumption of Admission Agreements in the form attached hereto as *"EXHIBIT A"*, (b) the execution and delivery by Licensee of the Assignment and Assumption of Agreements in the form attached hereto as *"EXHIBIT B"* relating to the Assumed Contracts (as defined in Section 17(a) hereof), (c) the execution and delivery by Licensee of the Bill of Sale in the form attached here as *"EXHIBIT C"*, and (d) the execution of the Purchase and Sale Agreement by and among LARK of Fountain Inn, LLC, a South Carolina limited liability company, and 501 Gulliver Property, LLC, a South Carolina limited liability company dated as of March 10, 2023 (*"Purchase and Sale Agreement"*).

3. Management of the Facility. Commencing on the Operations Transfer Date and ending on the Transition Date (this period being known as the *"Management Period"*), Licensee hereby appoints New Operator as its sole and exclusive manager of the Facility. Any management agreement existing before the Operations Transfer Date, shall be terminated as of the Operations Transfer Date. The performance of all activities by New Operator hereunder shall be on behalf of Existing Operator. Existing Operator retains ultimate authority and legal responsibility for the operation and control of the Facility, subject to Existing Operator possessing a right of indemnity against New Operator for all liabilities, costs, and expenses, including reasonable attorneys' fees, arising from the acts or omissions of the New Operator. By entering into this Agreement, Existing Operator does not delegate to New Operator any powers, duties or responsibilities that Existing Operator is not authorized by law to delegate. Licensee shall exercise commercially reasonable efforts to cooperate with New Operator in all respects to make the transition in management of the Facility to New Operator as smooth as reasonably possible. Unless sooner terminated by either party, this Agreement shall terminate by its terms as of January 1, 2024 (*"Outside Termination Date"*), if the Conditions Precedent have not been satisfied or waived. The Outside Termination Date may be extended by Existing Operator in its sole discretion for unlimited additional thirty

Initials:

Licensee: _____ / New Operator: _____

(30) day periods, so long as New Operator is diligently pursuing satisfaction of the Conditions Precedent.

3.1 In connection with New Operator's assumption of operational and financial responsibility for the Facility, New Operator shall be permitted to bill under the Licensee's Medicare Agreement and Medicaid Agreement, utilizing Licensee's Submitter ID and NPI numbers and/or Medicaid provider number ("**Provider Numbers**"), as applicable, during the Billing Period (as defined below). In no event shall New Operator bill under the Medicare Agreement or Medicaid Agreement following expiration of the Billing Period. In addition to making Licensee a named insured under its insurance, New Operator shall indemnify and hold Existing Operator harmless from and against any and all liabilities while New Operator is using Licensee's Medicare Agreement and/or Medicaid Agreement following the Operations Transfer Date. Licensee shall cooperate with New Operator in granting New Operator with credentials to manage Licensee's Provider Numbers, whether online or otherwise. Notwithstanding the foregoing, Licensee shall remain ultimately responsible for the daily operational decisions and the care delivered to the residents at the Facility during the Management Period and accordingly, Licensee shall have the right to confer and consult with New Operator on any administrative, business, or management matters concerning the operation of the Facility during the Management Period and shall maintain read-only access to all software, billing and accounting systems, and bank accounts; provided, however, such ultimate responsibility shall not relieve New Operator from its obligations specified in this Section 3, all of which shall apply during the Management Period.

3.1.1. For purposes hereof, the "**Billing Period**" shall mean the period from the Operations Transfer Date to the earlier to occur of (A) in the case of Medicare, the date on which CMS issues a tie-in notice and the fiscal intermediary has terminated Licensee's right to submit claims under the Medicare provider number, and (B) in the case of Medicaid, the Transition Date, and (C) the date which is nine (9) months following the Operations Transfer Date. If, notwithstanding New Operator's continuing best efforts, the Medicare tie-in notice shall not have been issued or a new Medicaid provider agreement shall not have been issued to New Operator within such nine (9) month period, as applicable, Licensee, upon New Operator's written request, shall agree to unlimited 30 day extensions of the Transition Period, as may be necessary for New Operator to complete the applicable certification process. For all such 30 day extension periods, New Operator shall pay Licensee the sum of One Hundred Fifty and No/100 Dollars (\$150.00) per hour actually spent by Existing Operator and/or Carlyle Senior Care Management Company, Inc.'s employees to address the delayed transition. Licensee shall supply New Operator with documentation of time spent, including a narrative of the activity or work.

3.2 New Operator shall arrange (utilizing Facility personnel as appropriate), and pay at its sole cost and expense, for the provision of the bookkeeping, accounting, and administrative functions, including, but not limited to, the following, as reasonably necessary for the efficient and proper operation of the Facility:

3.2.1. Preparation and maintenance of business records and financial and other reports;

Initials:

Licensee: _____ / New Operator: _____

ROA 0176

3.2.2. Establishment and administration of accounting procedures and controls;

3.2.3. Financial and business planning;

3.2.4. Payment of accounts payable;

3.2.5. Preparation and completion of any reports and forms that may be required by governmental agencies;

3.2.6. Billing, processing and collection of accounts receivable, including the billing and completion of any reports and forms that may be required by insurance companies, governmental agencies, or other third-party payors; and

3.2.7. Providing and processing of all employee record keeping, payroll accounting (including social security and other payroll tax reporting), and benefits for all employees of the Facility.

3.3 New Operator shall arrange for the maintenance, repair, trash removal, and janitorial services which may be necessary to maintain the Facility and equipment in a clean and safe condition, in compliance with applicable law, and in good repair in accordance with standards established by the Lease.

3.4 New Operator shall arrange for the utilities reasonably required for operation of the Facility, including, but not limited to, telephone, electricity, gas, water and refuse disposal.

3.5 New Operator shall arrange for the provision and replenishment, as New Operator deems necessary and as necessary to meet any minimum requirements established under applicable law, of all supplies and Inventory (as defined in Section 15(d) hereof) used in the Facility. Licensee's only obligation with respect thereto shall be to ensure that the levels of supplies and inventory at the Facility, including, without limitation, perishable food, non-perishable food, central supplies, linen, housekeeping and other supplies, on the Operations Transfer Date is of a condition, quantity and quality sufficient to meet the regular operating needs of the Facility for a seven-day period following the Operations Transfer Date.

3.6 Subject to and consistent with Section 15 hereof, New Operator shall hire all employees whom New Operator determines to be necessary to effectively and efficiently operate the Facility as employees-at-will.

3.7 New Operator, on behalf of the Facility, shall arrange for maintenance of the payroll records of all employees, for the issuance of paychecks to employees, and for the payment and withholding from such paychecks of appropriate amounts for income tax, social security, unemployment insurance, and for all benefits, including vacation, holidays, sick leave, and other benefits in accord with the approved policies.

Initials:

Licensee: _____ / New Operator: _____

3.8 New Operator shall have the right, in its sole discretion, to revise the fee schedules for the services rendered by the Facility, provided that New Operator shall consult with Licensee before doing so.

3.9 Following the Operations Transfer Date, New Operator shall operate the Facility during the Management Period under a different d/b/a, and shall indemnify, defend and hold Licensee harmless to any trademark or service mark violations or other legal actions arising therefrom.

3.10 In conformity with applicable law, Licensee and New Operator shall not discriminate against Medicare and Medicaid residents who request services at the Facility.

3.11 New Operator shall comply with any and all codes, ordinances, rules, regulations, and requirements of all federal, state, and municipal authorities now in force, or which may hereafter come to be in force, pertaining to the Facility and its operations, including by managing the Facility in accordance with quality assessment performance improvement programs and a compliance plan formally adopted and maintained by New Operator to ensure that the operation of the Facility, and the delivery of services to residents and the billing and collection of reimbursement is accomplished in accordance with any and all codes, ordinances, rules, regulations, and requirements of all federal, state, and municipal authorities now in force, or which may hereafter come to be in force.

3.12 New Operator shall procure and maintain during the Management Period all insurance necessary and appropriate to the operation and maintenance of the Facility, which insurance shall be primary. The Licensee and Carlyle Senior Care Management Company, Inc., shall be named as an additional named insured/loss payee, as applicable, during the Management Period. New Operator shall keep such coverage in effect and provide updated certificates for the applicable statute of limitations period in which any claims may be brought against Licensee or Licensee's parents, affiliates, shareholders, members, affiliates, directors, officers, representatives or advisers. Any liability, costs, deductibles, or expenses of any sort, including attorneys' fees, shall be recoverable from New Operator pursuant to Licensee's right to indemnification from New Operator.

3.13 New Operator shall reasonably cooperate, participate in and be responsible for any survey, inspection or site investigation conducted by a Governmental Authority or regulatory, certifying or accrediting entity with authority or jurisdiction over the Facility to the extent the survey, inspection, or site investigation is related to operations after the Operations Transfer Date. If the survey, inspection, or site investigation is related to operations prior to the Operations Transfer Date, New Operator shall reasonably cooperate and participate in such events, but Licensee shall remain responsible for the survey, inspection, or site investigation. New Operator shall provide notice to Licensee of any reportable events, adverse events, inspections, or surveys by any state or federal entity during the Management Period. New Operator shall provide Licensee with copies of any responsive documents, including reports, plans of correction, and audits.

3.14 To the extent Licensee has received CMS Accelerated and Advance Payments ("AAPs") during 2020 or 2021 that have not yet been utilized, at the option of Licensee,

Initials:

Licensee: _____ / New Operator: _____

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Licensee shall either (i) repay such unused AAPs in full to CMS on or before the Operations Transfer Date; or (ii) shall transfer or credit the entirety of any such remaining AAPs to New Operator. With regard to any AAPs received by Licensee during 2020 or 2021 that have been utilized as of the Operations Transfer Date, the total amount of any such AAPs utilized as of such date shall, at the option of Licensee, either be (i) repaid to CMS in full on or before the Operations Transfer Date, or (ii) deposited into an escrow account (pursuant to a mutually agreed upon escrow agreement) and utilized to offset any recoupments of such AAPs by CMS against any management fees due and owing to New Operator on a monthly basis. In the event CMS forgives the recoupment of AAPs and Existing Operator has elected to transfer the amount of AAPs into an escrow account, the Parties agree that such amount shall be released to Existing Operator within five (5) days of such CMS determination.

3.15 To the extent Licensee has received any monies from the CARES Act Provider Relief Fund ("PRF") in either 2020 or 2021 which have not been utilized by Licensee as of the Transfer Date, such monies will be refunded to the United States Department of Health and Human Services ("DHHS") and shall not transfer to New Operator. In the event that the PRFs received in 2020 or 2021 have been fully utilized as of the Transfer Date, Licensee will provide written documentation of such utilization to New Operator, as well as a representation that such monies were used in compliance with the CARES Act and guidance issued thereunder. With regard to all PRF monies received prior to the Transfer Date, Licensee shall remain solely liable for the representations made in any application and required attestation to the DHHS. Licensee shall be solely liable for all costs, fees (including but not limited to attorneys' fees), fines, penalties, or damages arising from any audit by any Governmental Authority related to the utilization of PRF monies received prior to the Transfer Date. In the event that New Operator is named in any audit, in any civil, criminal, or administrative charge under the False Claims Act (31 USC Section 3729 *et al.*), or any other local, state, or federal law related to the application, attestation, or utilization of PRF monies received prior to the Transfer Date, Licensee agrees that it shall indemnify, defend, protect and hold New Operator harmless from the same. For the purpose of clarification, any PRF monies applied for and received by New Operator after the Transfer Date shall be the sole responsibility of the New Operator. In the event that the Existing Operator is named in any audit, in any civil, criminal, or administrative charge under the False Claims Act (31 USC Section 3729 *et al.*), or any other local, state, or federal law related to the application, attestation, or utilization of PRF monies received by New Operator after the Transfer Date, New Operator agrees that it shall indemnify, defend, protect and hold Existing Operator harmless from the same.

3.16 To the extent that: (a) Licensee has made or makes any applications for any PRF, grants, or other monies (of any kind whatsoever), governmental or non-governmental, to address any impact, financial or otherwise, related to the COVID-19 pandemic which are approved and monies issued during the Management Period; or (2) Licensee receives any monies or funds for the Facility and/or its operations from any source, governmental or non-governmental, whether the result of Licensee's application or not, during the Management Period (other than envisioned in this Agreement) ("Interim Monies"), then the Parties will work cooperatively to ensure such Interim Monies are deployed in accordance with any applicable requirements. New Operator shall be solely liable for all costs, fees (including but not limited to attorneys' fees), fines, penalties, or damages related to the utilization of PRF, grants, or other monies (of any kind whatsoever) received on or after the Transfer Date. In the event that the Existing Operator is named in any audit, in any civil, criminal, or administrative charge under the False Claims Act (31 USC Section 3729 *et al.*),

Initials:

Licensee: _____ / New Operator: _____

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or any other local, state, or federal law related to the application, attestation, or utilization of any applications or receipt of any Interim Monies, New Operator agrees that it shall indemnify, defend, protect and hold Existing Operator harmless from the same.

3.17 In the event that the New Operator's acts and/or omissions result in the Existing Operator and/or its management company, Carlyle Senior Care Management Company, Inc.'s active involvement (beyond review of the reports related to same), and such involvement is required so to preserve the viability of the Existing Operator's licensing and/or Provider Agreement, then New Operator shall reimburse Existing Operator and/or Carlyle Senior Care Management Company, Inc., for its reasonable costs and time. Time shall be reimbursed at the rate of One Hundred Fifty and No/100 Dollars (\$150.00) per hour actually spent by Existing Operator and/or Carlyle Senior Care Management Company, Inc.'s employees facilitating retention of the licensing and Provider Agreement. Existing Operator and/or Carlyle Senior Care Management Company, Inc., shall supply New Operator with documentation of time spent, including a narrative of the activity or work.

4. Billings, Collections and Accounts Receivable

4.1 New Operator shall, on behalf of Licensee, bill residents and payors and use its commercially reasonable efforts to collect all cash revenue resulting from Facility operations during the Billing Period. Licensee agrees to exercise commercially reasonable efforts to cooperate with New Operator to make available such billing and accounting information and to provide such financial records for review as shall be necessary to accomplish the billing and collection of patient charges for services provided for in this Section 4.1 and to cooperate with New Operator in the completion of reports and claim forms as necessary to procure payments and reimbursement from governmental agencies, insurance carriers or other third party payors. During the Billing Period, Licensee authorizes New Operator to do the following:

4.1.1. To bill residents in Licensee's name, on Licensee's behalf, and under Licensee's Provider Numbers, specifically including, without limitation, services provided to Medicare and Medicaid residents during the Billing Period, and the resulting revenue will be treated as revenue of Licensee (subject to New Operator's right to direct the use of such funds as herein provided and subject to New Operator's right to the Management Fee pursuant to Section 5 hereof).

4.1.2. To collect accounts receivable resulting from such billing in Licensee's name and on Licensee's behalf;

4.1.3. To receive payments from insurance companies, prepayments from health care plans, and payments from all other third-party payors;

4.1.4. To take possession of and endorse in the name of Licensee any notices, checks, money orders, insurance payments, and other instruments received in payment of the accounts receivable resulting from such billing and deposit them directly in New Operator's account; and

Initials:

Licensee: _____ / New Operator: _____

4.1.5. To initiate legal proceedings in Licensee's name in accordance with policies reasonably approved by Licensee to collect any accounts or monies owed to the Facility or Licensee related to the Facility during the Management Period.

4.2 In compliance with applicable law, Licensee shall maintain sole control and have sole signature authority with respect to its deposit accounts where Licensee receives payments from Medicare, Medicaid, and any other state or federal health care program (the "***Government Healthcare Receivables Account***").

4.3 New Operator shall have the right to open one or more bank accounts for the Facility in the name of Licensee (the "***Management Account***"), the authorized signatories of which shall consist solely of persons designated by New Operator. Licensee agrees that it will not take any actions that interfere with the transfer of funds for services rendered by New Operator after the Operations Transfer Date into the Management Account, nor will Licensee remove, withdraw or authorize the removal or withdrawal of any such funds from the Management Account. Amounts deposited into Licensee's bank account for any reason and relating to operations of the Facility after the Operations Transfer Date shall be transferred, within five (5) business days, by Licensee into the Management Account. Licensee expressly authorizes New Operator to endorse checks made payable to Licensee and to deposit the same in the Management Account, unless such checks are required to be paid into Licensee's bank account under this Agreement (e.g., for amounts paid to Licensee for services rendered prior to the Operations Transfer Date) or applicable law. New Operator shall indemnify Licensee for all liabilities, costs, and expenses, including attorneys' fees, arising from it opening and operating accounts in Licensee's name.

4.4 All cash revenue received during the Management Period related to operating revenues for services rendered by New Operator on and after the Operations Transfer Date shall be the sole property of New Operator, rather than Licensee. All funds received before, during or after the Management Period related to the operating revenues for services rendered by Licensee prior to the Operations Transfer Date shall be the sole property of Licensee.

4.4.1. If Licensee directly or indirectly receives any such cash revenue during the Management Period which relates to the Management Period, Licensee shall immediately forward any such receipts to New Operator, together with the applicable remittance advices, within five (5) business days, for deposit in the Management Account. If New Operator directly or indirectly receives any cash revenue during the Management Period which relates to the period prior to the Management Period, New Operator shall within five (5) business days forward any such receipts to Licensee, together with applicable remittance advices.

4.4.2. New Operator shall use the cash revenues which relate to the operation of the Facility during the Management Period, or, if necessary, make available additional cash, to pay for expenses incurred during the Management Period, including both expenses paid during such period and expenses which are due after the Management Period but which were incurred during the Management Period.

4.5 In furtherance and not in limitation of the allocation of revenues provided for in Sections 4.3 and 4.4.1 of this Agreement, New Operator and Licensee agree as follows:

Initials:

Licensee: _____ / New Operator: _____

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4.5.1. If such payments either specifically indicate on the accompanying remittance advice, or if the parties agree, that they relate to the period prior to the Operations Transfer Date, they shall be retained by or forwarded to Licensee, along with the applicable remittance advice in accordance with the provisions of Section 4.4 above.

4.5.2. If such payments indicate on the accompanying remittance advice, or if the parties agree, that they relate to the period from and after the Operations Transfer Date, they shall be forwarded to or retained by New Operator, along with the applicable remittance advice, in accordance with the provisions of Sections 4.3 and 4.4.1.

4.5.3. If such payments indicate on the accompanying remittance advice, or if the parties agree, that they relate to periods for which both parties are entitled to reimbursement under the terms hereof, the portion thereof which relates to the period prior to the Operations Transfer Date shall be disbursed in accordance with the provisions of Section 4.4 and the balance shall be retained by or remitted to New Operator in accordance with the provisions of Sections 4.3 and 4.4.1.

4.5.4. Any payments received by New Operator from and after the Operations Transfer Date from or on behalf of private pay residents with outstanding balances as of the Operations Transfer Date which fail to designate the period to which they relate (an “**Undesignated Payment**”), will, for the first ninety (90) day period after the Operations Transfer Date, first be applied by New Operator to reduce the residents’ pre-Operations Transfer Date balances, with any excess applied to reduce any balances due for services rendered by New Operator from and after the Operations Transfer Date; after said ninety (90) day period such Undesignated Payment may be retained by New Operator to reduce the patient’s post-Operations Transfer Date balances, with any excess remitted to Existing Operator.

4.5.5. All amounts owing to Licensee or New Operator under this Section 4.5 shall be settled within five (5) business days after the payment was received.

4.5.6. In the event the parties mutually determine that any third party payors or private pay residents are entitled to a refund of payments, the portion thereof that relates to the period from and after the Operations Transfer Date shall be paid by New Operator and the portion thereof that relates to the period prior to the Operations Transfer Date shall be paid by Licensee to such third party payor or private pay resident.

4.5.7. In the event the parties mutually determine that any payment hereunder was misapplied by the parties, the party which erroneously received said payment shall remit the same to the other within five (5) business days after said determination is made.

4.5.8. Until the earlier of (i) the date that Licensee receives, payment of all accounts receivable attributed to the operation of the Facility prior to the Operations Transfer Date, and (ii) one hundred twenty (120) days after the Operations Transfer Date, New Operator shall provide Licensee and Landlord with an accounting before the end of each month setting forth all amounts received by New Operator during the preceding month with respect to the accounts receivable of Licensee which are set forth in the schedule provided by Licensee to New Operator within no more than thirty (30) days after the Operations Transfer Date.

Initials:

Licensee: _____ / New Operator: _____

4.5.9. Upon ten (10) days after written request, and for a one hundred twenty (120) days after the Operations Transfer Date, Licensee shall provide New Operator with an accounting setting forth any amounts received by Licensee during the preceding month with respect to payments from the residents of the Facility which are due and owing to New Operator in accordance with the terms of this Section 4.5, which accounting shall be accompanied by applicable remittance advices.

4.5.10. Licensee and New Operator shall have the right to inspect, no more frequently than once per month, all cash receipts of the other party during weekday business hours on reasonable prior notice in order to confirm such party's compliance with the obligations imposed on it under this Section 4.5.

4.6 Licensee shall be responsible for the collection of the Licensee's accounts receivable which accrued prior the Operations Transfer Date.

5. Management Fee

5.1 For its services under Sections 3 and 4, New Operator shall be entitled to a fee (the "**Management Fee**") equal to the Facility's operating revenues less all operating expenses resulting from operation of the Facility during the Management Period (which rent and related expenses are not required to be paid by Existing Operator during the Management Period), calculated in accordance with New Operator's standard bookkeeping practices.

5.2 If the Facility incurs losses during the Management Period, New Operator shall be solely responsible for such losses and shall indemnify, protect, defend and hold Licensee harmless from all claims, demands, liability, and losses related thereto, including attorneys' fees.

5.3 The Management Fee is based upon revenues earned and expenses incurred during the Management Period, as determined in accordance with New Operator's standard bookkeeping practices. New Operator has no responsibility to pay for expenses during the Management Period which were incurred or accrued prior to the Operations Transfer Date, it being understood and agreed that revenues and expenses will be prorated in the manner set forth in Section 10.

6. Change of Ownership.

Effective on the Transition Date and only if requested by New Operator, Licensee shall assign to New Operator its Medicare and, if requested by New Operator and if permitted by applicable Law, Medicaid provider agreements consistent with Section 13(e).

7. Admission Agreements.

On the Operations Transfer Date, Licensee and New Operator will enter into an Assignment and Assumption of Admissions Agreements in the form attached hereto as "**EXHIBIT A**" pursuant to which Licensee will assign to New Operator and New Operator will assume all of Licensee's right, title and interest in and to and obligations accruing on and after the Operations Transfer Date under the admission agreements with the persons who are residing at the Facility on the Operations Transfer Date (the "**Assigned Admission Agreements**"); provided, however, that

Initials:

Licensee: _____ / New Operator: _____

the Assignment and Assumption Agreement shall specifically provide that nothing therein shall be construed as imposing any liability on New Operator for the acts or omissions of Licensee under the Assigned Admission Agreements prior to the Operations Transfer Date.

8. Transfer of Resident Funds.

8.1 On the Operations Transfer Date, Licensee shall deliver to New Operator all funds held for and on behalf of residents at the Facility (collectively the “*Resident Funds*”).

8.2 On the Operations Transfer Date, Licensee hereby agrees to transfer to New Operator the Resident Funds and New Operator hereby agrees that it will accept such Resident Funds in trust for the residents/responsible parties and be solely accountable to the residents/responsible parties for such Resident Funds in accordance with the terms of this Agreement and applicable statutory and regulatory requirements.

8.3 Licensee presently holds a Resident Trust Fund Surety Bond as required by the applicable statutes and regulations. Licensee shall cancel its bond on the Operations Transfer Date, and New Operator shall have its own Resident Trust Fund Surety Bond in full force and effect by the Operations Transfer Date, and shall provide Licensee with a copy of same.

8.4 Within fifteen (15) days after the Operations Transfer Date, Licensee shall prepare a final reconciliation comparing the actual Resident Fund balance on the Operations Transfer Date to the amount of the Resident Funds to be transferred to New Operator on the Operations Transfer Date, and, to the extent the former exceeds the latter, Licensee shall remit such excess to New Operator or to the extent the latter exceeds the former, New Operator shall remit such excess to Licensee.

8.5 New Operator shall have no responsibility as to the applicable resident/responsible party and regulatory authorities for any shortfall in the event the Resident Funds delivered by Licensee to New Operator pursuant to Section 8.2 are demonstrated to be less than the full amount of the Resident Funds for such resident as of the Operations Transfer Date or for claims which arise from actions or omissions of Licensee with respect to the Resident Funds prior to the Operations Transfer Date but all of the foregoing shall be and remain the responsibility of Licensee and Licensee shall indemnify, defend, protect and hold New Operator harmless from the same.

8.6 Licensee shall have no responsibility as to the applicable resident/responsible party and regulatory authorities for any shortfall in the event the Resident Funds administered by New Operator are demonstrated to be less than the full amount of the Resident Funds for such resident following the Operations Transfer Date, and/or for claims which arise from actions or omissions of New Operator with respect to the Resident Funds following the Operations Transfer Date, but all of the foregoing shall be and remain the responsibility of New Operator, which shall indemnify, defend, protect and hold Licensee harmless from the same.

8.7 Except as specifically set forth herein, Licensee shall have no responsibility to the applicable resident/responsible party and regulatory authorities with respect to any Resident Funds delivered to New Operator.

Initials:

Licensee: _____ / New Operator: _____

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9. Costs and Prorations.

9.1 As between New Operator and Licensee, Facility revenues (including, without limitation, any amount paid to Licensee prior to the Operations Transfer Date for services to be rendered on and after the Operations Transfer Date from social security payments, private pay residents' security deposits and prepayments, applied income payments, resident trust prepayments, etc.), Facility operating expenses (other than the Retained Liabilities (defined in Section 17.1 below), bed taxes, utility charges for the billing period in which the Operations Transfer Date occurs, real and personal property taxes (except as otherwise provided herein) and prepaid expenses, the premiums for any flood insurance coverage which may be in effect with respect to the Facility and provide coverage for the benefit of New Operator with respect to a period which extends beyond the Operations Transfer Date and other related items of revenue or expense attributable to the Facility shall be prorated between Licensee and New Operator as of the Operations Transfer Date. In general, such prorations shall be made so that as between New Operator and Licensee, Licensee shall be reimbursed for prepaid expense items to the extent that the same are applied to expenses attributable to periods on and after the Operations Transfer Date and Licensee shall be charged for unpaid expenses to the extent that the same are attributable to periods prior to the Operations Transfer Date; provided, however, prepaid license or permit fees shall not be a proratable expense. This provision shall be implemented by New Operator remitting to Licensee any invoices (or the applicable portion thereof in the case of invoices which cover periods both prior to and after the Operations Transfer Date) which describe goods or services provided to the Facility before the Operations Transfer Date and by New Operator assuming responsibility for the payment of any invoices (or portions thereof) which describe goods or services provided to the Facility on and after the Operations Transfer Date; provided, however, that notwithstanding any provision of this Agreement to the contrary, any and all deposits paid by Licensee with respect to the Facility, including without limitation, any and all lease, security and/or utility deposits paid to, and/or cash or other collateral held by, any landlord, utility, insurance company or surety shall remain the sole and exclusive property of Licensee, and New Operator shall have no right or interest therein or thereto, and to the extent that Licensee does not receive a return of any such deposit on the Operations Transfer Date and such security deposit has been assumed by New Operator, New Operator shall reimburse the Licensee on the Operations Transfer Date the full amount of any such security deposit assumed by New Operator.

9.2 All such prorations shall be made on the basis of actual days elapsed in the relevant accounting or revenue period and shall be based on the most recent information available to Licensee. Utility charges which are not metered and read on the Operations Transfer Date shall be estimated based on prior charges for the same relevant time period, and shall be re-prorated upon receipt of statements therefor as of the Operations Transfer Date. Any state mandated licensing fees shall not be prorated. New Operator shall obtain its own insurance coverage covering all periods commencing on and after the Operations Transfer Date and for the duration of the Management Period, and shall name Licensee as an "Additional Insured" to said insurance coverage policies.

9.3 All amounts which are subject to proration under the terms of this Agreement and which require adjustment after the Operations Transfer Date shall be settled within ten (10) days after the Operations Transfer Date or, in the event the information necessary for such

Initials:

Licensee: _____ / New Operator: _____

adjustment is not available within said ten (10) day period, then within seven (7) business days of receipt of information by either party necessary to settle the amounts subject to proration.

9.4 On the Operations Transfer Date, Licensee may remove from the Facility any petty cash and any other funds maintained at or for the Facility immediately prior to the Operations Transfer Date, other than Resident Funds, which shall be handled in the manner set forth in Section 8.

9.5 In addition to any costs for which New Operator is responsible under Section 6 hereof, New Operator shall be solely responsible for all costs, fees and expenses incurred by it in connection with the transfer of operations of the Facility as contemplated hereunder, including but not limited to the cost of any training of the Facility's employees which it may elect to undertake with the approval of Licensee, which approval shall not be unreasonably withheld, conditioned or delayed, provided such training is conducted in a manner which does not disrupt the operation of the Facility prior to the Operations Transfer Date, and the cost of any due diligence that it undertakes in furtherance of such transfer of operations, including but not limited to, the costs of any examination or copying by New Operator or its agents of any books, records, patient files or other operational or fiscal information and data of any kind of Licensee or the Facility. In furtherance and not in limitation of the foregoing, in the event that in the process of any such employee training Licensee shall incur any out of pocket costs or expenses related to the use of its employees, equipment and/or the provision of any such information, New Operator shall, within seven (7) days after a written demand therefor accompanied by reasonably detailed supporting documentation, reimburse Licensee for all of such out of pocket costs and expenses.

10. Access to Records.

10.1 On the Operations Transfer Date, Licensee shall provide access and make available to New Operator all records reasonably necessary for the efficient, continued operation of the Facility. Licensee and New Operator shall coordinate together to identify which documents New Operator intends to retain original copies, and which may be removed by Licensee. Licensee shall remove from the Facility (a) the originals of the financial records which relate to its operations at the Facility, including all accounts payable and accounts receivable records; *provided, however*, Licensee shall leave copies of such records at the Facility in order to facilitate the provisions of this Agreement, (b) the originals of any proprietary materials related to its overall corporate operations, (c) the originals of all performance improvement data, *provided, however*, Licensee shall leave copies of such records at the Facility in order to facilitate the provisions of this Agreement and provide quality care to residents, (d) originals of employee records for all former employees not employed by New Operator, (e) copies of Retained Employee records, (f) copies of resident records for all former residents no longer residing at the Facility, and (g) legacy records stored either on-site or off-site. With regard to original records described in 10.1(a) through (g) above, Licensee agrees to maintain such records for any applicable statutory or regulatory retention period. New Operator shall not have any liability or responsibility for maintaining the original records described in 12.1(a) through (d), and (g) above. Notwithstanding anything to the contrary in this Agreement, Licensee and New Operator agree that all information, records and data collected or maintained regarding Facility residents shall be confidential. Licensee, New Operator, and their respective employees and agents shall maintain the confidentiality of all Facility resident information received in accordance with applicable South Carolina and federal laws, including

Initials:

Licensee: _____ / New Operator: _____

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HIPAA, the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91) (“**HIPAA**”) the Health Information Technology for Economic and Clinical Health Act Public Law 111-005 (“**HITECH**”) and the regulations issued in connection therewith. No employee or agent of Licensee or New Operator shall discuss, transmit or narrate in any manner any Facility resident information of a personal, medical, or other nature except as a necessary part of providing services to the resident, effectuating a transfer of the Facility operations, or otherwise fulfilling its obligations under this Agreement or under law. The obligations under this Section 10.1 shall survive the termination of this Agreement, whether by rescission or otherwise as amended and the regulations issued in connection therewith.

10.2 From and after the Operations Transfer Date, New Operator shall allow Licensee and its agents and representatives to have reasonable access to (upon reasonable prior notice and during normal business hours), and to make copies of, the books and records and supporting material of the Facility relating to the period prior to and including the Operations Transfer Date, to the extent reasonably necessary to enable Licensee to among other things investigate and defend malpractice, employee or other claims, to file or defend cost reports and tax returns, to complete/revise, as needed, any patient assessments which may be required for Licensee to seek reimbursement for services rendered prior to the Operations Transfer Date, to verify accounts receivable collections due Licensee and to file exceptions to the Medicare routine cost limits for the cost reporting periods prior to and including the Operations Transfer Date.

10.3 Licensee shall have the right, at Licensee’s sole cost and expense, five (5) days after the delivery of a reasonable request therefore to New Operator to enter the Facility and remove originals or copies of any such records delivered to New Operator; *provided, however*, that if directed by Licensee in its request to New Operator, New Operator shall within such five (5) day period, forward such records to Licensee, at Licensee’s sole cost and expense, to the address designated by Licensee; and provided, further, that if, for purposes of litigation involving a patient or employee to whom such record relates, an officer of or counsel for Licensee certifies that an original of such record must be produced in order to comply with applicable law or the order of a court of competent jurisdiction in connection with such litigation then the records so delivered or removed shall be an original. Licensee’s request to New Operator to enter the Facility shall be made in writing and state the date upon which the entry to the Facility is required. Any record so removed shall promptly be returned to New Operator following its use, and nothing herein shall be interpreted to prohibit New Operator from retaining copies of any such documents. Nothing hereinabove shall limit, reduce or restrict the Licensee’s access to the Facility during the term of the Management Period in connection with any of the Licensee’s rights, duties or obligations under this Agreement or that are required statutorily as the Licensee of the Facility.

10.4 New Operator agrees to maintain such books, records and other materials comprising records of the Facility’s operations, including, but not limited to, patient records and records of patient funds, to the extent required by law, which relate to the period preceding the Operations Transfer Date and which have been delivered to New Operator by Licensee in conjunction herewith. If upon the expiration of any legislatively mandated retention period for such books and records, New Operator decides to dispose of or destroy such books and records, New Operator shall, upon receipt of a written request from Licensee, allow Licensee a reasonable opportunity to remove such books and records, at Licensee’s sole cost and expense, from the Facility.

Initials:

Licensee: _____ / New Operator: _____

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10.5 New Operator acknowledges and agrees that the books, records and other material described in this Section 10 are unique, that in the event of a breach by New Operator of its obligations under this Section 10, Licensee would suffer injury for which it would not be fully compensated with purely monetary damages and accordingly that in the event of a breach by New Operator of its obligations under this Section 10.5, Licensee shall be entitled to seek specific performance of the obligations of New Operator hereunder. Additionally, Existing Operator shall be entitled to indemnification from New Operator for any and all liability, costs, and/or expenses, including attorneys' fees, arising from New Operator's breach of this Section 10.

11. Delivery of Assets.

(a) Transferred Assets. On the Operations Transfer Date, Licensee shall enter into the Bill of Sale attached as **Exhibit C** to deliver, convey, abandon, assign, and transfer to New Operator, and New Operator shall accept and assume, the following assets (the "***Transferred Assets***"), to the maximum extent permitted by applicable law, free and clear of all claims (including without limitation, successor liability claims), taxes, liabilities, debts, obligations, or encumbrances of any kind or character in any way whatsoever relating to or arising from the Transferred Assets or the Licensee's operation of the Facility or use of the Facility prior to the Operations Transfer Date except as prohibited by applicable law or (the "***Encumbrances***"); however, the Parties understand and agree that, to the extent that New Operator assumes a contract as set forth in Section 11(a)(i), then New Operator does so subject to the obligations and requirements set forth in such contract:

(i) all Assumed Contracts (as such term is defined in Section 15(a) of this Agreement);

(ii) in accordance with Section 10 of this Agreement, subject to applicable law, including, without limitation, HIPAA (as such term is defined in Section 10.1 of this Agreement), all documents, charts, personnel records, property manuals, each policy and procedure manual utilized by Licensee in connection with the operation of the Facility at any time during the one (1) year prior to the Operations Transfer Date in order for the New Operator to comply with applicable law (and not for ongoing operations purposes and which may not be duplicated or disseminated by New Operator), current resident lists and records maintained at the Facility, and lists of the books, files, and other business records attributable to the business or operations of the Facility;

(iii) to the extent permitted by applicable law and only if requested by New Operator, any and all rights, to the extent assigned by Licensee and assumed by New Operator, relating to the Medicare Provider Numbers (as defined herein) and Medicaid Provider Numbers (as defined herein);

(iv) all Resident Funds (as such term is defined in Section 8 of this Agreement);

(v) all Inventory as defined in Section 15(d) of the Agreement;

Initials:

Licensee: _____ / New Operator: _____

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(vi) all telephone and facsimile numbers used by the Facility, presuming that such numbers are transferable, and if there are costs associated with such transfer, such costs shall be borne by New Operator;

(vii) all Computer Equipment and Software (subject to and as such term is defined in Section 15(f) of this Agreement) used by the Facility;

(viii) all goodwill; and

(ix) all other assets, other than the Excluded Assets (as such term is defined in Section 13(b) of this Agreement), used in or relating to the operation of the Facility or use of the Facility.

(b) Excluded Assets. Schedule 11(b) hereto sets out all assets and rights of Licensee that shall not be transferred to New Operator pursuant to this Agreement (the “**Excluded Assets**”). Furthermore, New Operator expressly acknowledges that certain assets located in the Facility are not owned by Licensee but are leased or rented from third parties. No such assets will be transferred to New Operator hereunder unless the related lease or rental agreements are assigned to and assumed by New Operator in accordance with the provisions of Section 17(a) of this Agreement.

Liabilities. Except for:

(i) all obligations and liabilities under the Assumed Contracts set forth in Schedule 15(a);

(ii) any taxes with respect to the operation of the Facility;

(iii) all obligations and liabilities relating to accrued and paid time off, personal leave, and vacation benefits for Existing Operator Employees (as defined below) who transition to New Operator employment;

(iv) all obligations and liabilities (in each case, whether or not accrued, whether fixed, contingent or otherwise, and whether known or unknown) pertaining to the operation of the Facility, but in the case of each of clauses (i) through (iv), only to the extent such liabilities relate to the period after the Operations Transfer Date;

(v) liabilities otherwise provided in this Agreement; and

(vi) any assumption of liability by New Operator required by applicable law (but subject at all times to the obligations of Licensee to indemnify New Operator as set forth in this Agreement) (collectively, “*Assumed Liabilities*”),

New Operator shall not assume any claims, lawsuits, liabilities, obligations or debts (collectively, “**Claims**”) of Licensee or any other person relating to, occurring or arising out of, the ownership of Transferred Assets and the operation of the Facility that exist prior to the Operations Transfer Date (collectively, the “**Excluded Liabilities**”). For purposes of this definition, an obligation shall be deemed to “exist” prior to the Operations Transfer

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Date if it relates to events, omissions or conditions that occurred or arose prior to the Operations Transfer Date, even if it is not asserted until after the Operations Transfer Date. The term Excluded Liabilities shall include, but not be limited to:

- (i) liabilities or obligations of Licensee relating to employee benefits or compensation arrangements of any nature prior to the Operations Transfer Date (other than liabilities and obligations assumed by New Operator pursuant to Section 3 or 15(b)(v));
- (ii) any liability or obligation of Licensee for breach of contract, personal injury or property damage (whether based on negligence, breach of warranty, strict liability or any other theory) caused by, arising out of or resulting from, directly or indirectly, any alleged or actual acts or omissions, including, but not limited to, malpractice or other tort claims to the extent based on acts or omissions of Licensee occurring before the Operations Transfer Date, or claims for breach of contract to the extent based on acts or omissions of Licensee occurring before the Operations Transfer Date,;
- (iii) any liability or obligation of Licensee for money borrowed,
- (iv) any amounts due, claimed or becoming due to any health care reimbursement or payment intermediary, including, but not limited to, any recapture, adjustment, overpayment, penalty assessment or any other financial obligation or charge whatsoever with respect to any period prior to the Operations Transfer Date,
- (v) any liabilities under any contracts not expressly assumed by New Operator pursuant to this Agreement,
- (vi) any accounts payable, taxes, or other obligation or liability of Licensee to pay money incurred by Licensee prior to the Operations Transfer Date, and
- (vii) any and all other liabilities and obligations of every kind of Licensee incurred in connection with, or arising by reason of, their ownership or operation of the Facility prior to the Operations Transfer Date and events, occurrences or transactions with respect to the Facility occurring before the Operations Transfer Date, including, without limitation, Claims arising out of alleged or actual overpayments or false claims submitted or originating before the Operations Transfer Date and investigations and audits related thereto.

(c) No Sale for Tax Purposes. The parties understand and acknowledge that the assets transferred under this Agreement by Licensee shall be for the use of New Operator in furtherance of and in connection with the ongoing operations of the skilled nursing facility. The assets transferred hereunder to New Operator shall not be treated as a sale of all such assets by Licensee to New Operator for federal, state, and local tax purposes and the parties shall prepare

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and file all required federal, state, and local tax returns and reports in a manner that is consistent therewith and consistent with the parties' understanding that the amount constituting Inventory as defined in this Agreement is negligible or de minimis. Notwithstanding the foregoing, in the event any taxing authority assesses a transfer tax on the transaction contemplated herein, and such assessment is final (following the completion of all appeals or the expiration of the time for appeal), New Operator shall be responsible for any and all such taxes, and any penalties and interest associated therewith.

(d) Nursing Home Licenses and Provider Agreements.

(i) On the Operations Transfer Date, New Operator shall use commercially reasonable efforts to transfer from Licensee to New Operator, or if not transferable, otherwise obtain or acquire, the Licenses, so that, on the Transition Date, New Operator shall have all legal authority to operate the Facility as a licensed nursing facility as defined by the laws of South Carolina. New Operator shall be fully responsible for and shall pay all costs and fees required to be paid in connection with the transfer or issuance of any and all Licenses with respect to the operation of the Facility, and shall pay all transfer and license application fees in connection therewith, as well as applying for and obtaining any and all new Licenses and/or approvals necessary or appropriate in connection with the operation of the Facility. New Operator shall use commercially reasonable efforts to pursue their applications in accordance with the rules and procedures set forth under applicable law.

(ii) New Operator shall use commercially reasonable efforts to execute and file any and all forms, notices, consents, and applications with Governmental Authorities, including the CMS, as may be necessary to timely obtain any Medicaid provider number and assume, if required by New Operator, any provider agreement utilized by Licensee in connection with the operation of the Facility and designated for transfer by the New Operator in (the "**Medicaid Provider Numbers**") and shall use commercially reasonable efforts to seek approval for transfer thereof from Licensee to New Operator. New Operator shall be fully responsible for and shall pay all costs and fees required to be paid in connection with obtaining the Medicaid Provider Numbers.

(iii) New Operator agrees to accept automatic assignment of the Existing Operator's Medicare provider agreements and shall use commercially reasonable efforts to execute and file any and all forms, notices, consents, and applications with Governmental Authorities and CMS as may be necessary to timely obtain any Medicare provider number and assume any provider certification and agreement utilized by Licensee in connection with the operation of the Facility (the "**Medicare Provider Numbers**"), and New Operator shall use commercially reasonable efforts to seek approval for the transfer thereof from Existing Operator to New Operator. New Operator shall be fully responsible for and shall pay all costs and fees required to be paid in connection with obtaining the Medicare Provider Numbers.

(iv) Licensee shall reasonably cooperate with reasonable requests of New Operator to furnish all necessary documentation and to execute all documents and consents reasonably necessary for New Operator to obtain any required Licenses,

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agreements, certificates, and consents, necessary to operate the Facility not already in possession of New Operator, from third parties and Governmental Authorities, but New Operator shall bear the costs of obtaining all such Licenses, agreements, certificates, and consents.

(v) Promptly upon receipt of a request therefor from Licensee, New Operator will provide Licensee with copies of its licensure applications and any further documents submitted by New Operator to the South Carolina Department of Health and Environmental Control (“*DHEC*”) in response to any requests from such governmental authority and with copies of Licenses, as applicable.

(vi) Licensee shall cooperate with New Operator, to the extent reasonably necessary, in order to facilitate the issuance of the new Licenses. Licensee shall not voluntarily surrender any permits or other approvals required in connection with the operation of the Facility and/or its Medicare Provider Agreement, and shall not pledge or permit a lien to attach to its account receivables relating to the Facility, unless such lien arises as a result of New Operator’s request, direction, activity or omission, in which case Licensee shall be indemnified by New Operator against any and all liabilities, costs, and expenses, including attorneys’ fees, arising from same.

(vii) Except as otherwise provided in this Agreement, on the Operations Transfer Date, New Operator shall assume all obligations and liabilities (in each case, whether or not accrued, whether fixed, contingent or otherwise, and whether known or unknown) pertaining to the operation the Facility, but only to the extent such liabilities relate to the period after the Operations Transfer Date.

(e) **“AS IS, WHERE IS”. BY EXECUTING THIS AGREEMENT, NEW OPERATOR ACKNOWLEDGES AND AGREES THAT IT HAS CONDUCTED SUCH INSPECTIONS AS IT HAS DEEMED NECESSARY AND APPROPRIATE AND IS SATISFIED WITH THE RESULTS THEREOF INCLUDING, WITHOUT LIMITATION, AS TO THE PHYSICAL CONDITION, LOCATION, USABILITY, AND ALL OTHER MATTERS PERTAINING OR RELATING TO THE FACILITY AND THE TRANSFERRED ASSETS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, LICENSEE HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE FACILITY AND THE TRANSFERRED ASSETS OR ANY OTHER MATTER REGARDING OR RELATING TO THE TRANSACTIONS CONTEMPLATED HEREBY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, LICENSEE HEREBY DISCLAIMS, AND NEW OPERATOR FOREVER WAIVES AND RELEASES, ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND AS TO TITLE OR TO THE CONDITION OF SUCH TRANSFERRED ASSETS, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE TRANSFERRED ASSETS OR ANY OTHER MATTER REGARDING OR RELATING TO THE TRANSACTION CONTEMPLATED HEREBY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AGAINST DEFECTS OR WARRANTIES OF FITNESS FOR INTENDED USE OR PARTICULAR PURPOSE UNDER APPLICABLE LAW. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, LICENSEE ACKNOWLEDGES AND AGREES THAT, IN ENTERING INTO THIS AGREEMENT**

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AND IN CONSUMMATING THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, NEW OPERATOR IS ENTITLED TO RELY UPON, AND IS IN FACT RELYING UPON, THE EXPRESS REPRESENTATIONS AND WARRANTIES OF LICENSEE AS SET FORTH IN SECTION 21 OF THIS AGREEMENT.

(f) New Operator will provide notice to Licensee that licensure applications and any further documents have been submitted to DHEC, the South Carolina Department of Health and Human Services, Palmetto GBA, and CMS, and will provide Licensee with copies of all such documentation.

(g) New Operator will keep Licensee apprised of the status of the obtaining of the Licenses and will provide Licensee with periodic updates as to the status of the obtaining of the Licenses and will notify Licensee once it receives the licenses for the Facility in the name of New Operator.

12. Cost Reports; Bad Debt.

(a) Existing Operator shall prepare and file any cost report or other report with respect to their operation of the Facility due for any period prior to the Transition Date, including any final Medicare or Medicaid cost reports not later than the date each such report is due, including any applicable extension period(s) (such cost reports, the “***Terminating Cost Reports***”). New Operator shall promptly provide to Existing Operator all data and information relating to the Management Period that is reasonably necessary for Existing Operator to produce Terminating Cost Reports. Existing Operator shall thereafter timely provide (or cause their accountants or other financial advisors to provide) any additional information which may be requested by the state agencies or CMS with respect to such Terminating Cost Reports or any prior cost report. Existing Operator shall provide (or cause its accountants or other financial or legal advisors to provide) New Operator with a copy of all such Terminating Cost Reports (and back up financial data, including fixed asset listings as of the Operations Transfer Date) and any additional information submitted to applicable state agencies and CMS in conjunction with such Terminating Cost Reports. All proceeds from Existing Operator’s cost reports (including without limitation any appeals, settlements, and retroactive Medicaid rate increases, including payments or settlements for insurance deductibles) shall remain the property of Existing Operator, and New Operator shall timely forward any such proceeds (and to the extent such proceeds are held by New Operator, they shall be held in trust for the benefit of Existing Operator) and any related reports or correspondence to Existing Operator. Existing Operator and New Operator further agree to cooperate and coordinate with any audit of cost reports filed during Existing Operator’s period of operation. Such audit may be conducted by CMS, the state, or any agency engaged to conduct cost report audits.

(b) Since New Operator will utilize Existing Operator’s Medicare Provider Numbers and may, if applicable, utilize Existing Operator’s Medicaid Provider Numbers, New Operator shall, in connection with the preparation and filing of their cost reports following the Transition Date, include in all such cost reports an amount equal to the amount of bad debt carried on the books of Existing Operator arising from Existing Operator’s services provided to Medicare beneficiaries or Medicaid beneficiaries, if applicable, subject to receipt of reasonable supporting documentation. Reasonable supporting documentation includes, but is not limited to, bad debt logs, Medicare or Medicaid remittance advices (as applicable) and/or, as applicable, proof of

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collection efforts in compliance with CMS regulations governing Medicare or Medicaid coinsurance bad debt. Upon settlement of such amounts under the Medicare or Medicaid program, New Operator shall timely forward all such amounts to Existing Operator within fifteen (15) business days of receipt. New Operator shall continue to include such bad debt amounts on their cost reports until reimbursement is finally made or denied.

13. Employees.

(a) Schedule 13 hereto is a schedule which reflects, in all material respects, the position, rate of pay and compensation, and original hire or engagement dates of each of the employees at each of the Facility. Existing Operator shall notify New Operator of any material changes in Schedule 13 as of the Operations Transfer Date. All existing employee recruitment bonuses, signing bonuses, and education reimbursement (collectively "Existing Incentive Program") that are due in advance of the Operations Transfer Date should be paid by Existing Operator before closing or may be paid from closing proceeds. Further, the Existing Incentive Program allows certain program costs to be paid to employees over time so to serve as retention incentives, all of which are listed on Schedule 13(a)-1. The New Operator shall be responsible for those Existing Incentive Program costs listed on Schedule 13(a)-1 which are payable after the Operations Transfer Date. Existing Operator agrees not to change the qualification requirements, bonus or education reimbursement amounts, or any other aspects of the Existing Incentive Program between the Execution Date and the Operations Transfer Date.

(b) New Operator shall offer employment to employees of Existing Operator in accordance with this Section 13 and, in connection therewith, Existing Operator represent and warrant that no employee is a party to an employment agreement with Existing Operator or entitled to any benefits pursuant to any severance or similar plan or arrangement:

(i) Existing Operator shall cease to be deemed the employer of all employees of the Existing Operator at the Facility, including, without limitation, persons temporarily absent from active employment by reason of disability, illness, injury, workers' compensation, approved leave of absence or layoff ("**Existing Operator Employees**"), as of 11:59 p.m. on the day before the Operations Transfer Date ("**Termination Date**"). Existing Operator shall timely pay to all applicable Governmental Authorities all employment-related taxes due with respect to Existing Operator Employees for periods ending at or prior to the Termination Date.

(ii) New Operator shall offer immediate employment (so that no period of unemployment shall occur between employment with Existing Operator and employment with New Operator) to such number of Existing Operator Employees at wages and benefits necessary to avoid the applicability of the Workers Adjustment and Retraining Notification Act, 29 U.S.C. § 2101 ("**WARN Act**"), pursuant to employment terms acceptable to New Operator with such employment to commence at 12:01 a.m. on the Operations Transfer Date (collectively, the "**Transferred Employees**"). Should New Operator fail to hire or offer to rehire such Existing Operator Employees in a sufficient number and/or at sufficient wages and benefits such that there is WARN Act liability, New Operator shall fully indemnify and hold harmless Existing Operator with regard to such liability.

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(iii) Anything to the contrary notwithstanding, this Agreement shall not be deemed to create or grant to any Existing Operator Employee or Transferred Employee any entitlement to employment or any third party beneficiary rights or claims or any cause of action of any kind or nature.

(iv) At New Operator's sole cost and expense, any offer of employment to the Transferred Employees by New Operator shall be to perform comparable services, in such position as is comparable to the position such Transferred Employee held with Existing Operator as of the Operations Transfer Date; provided, that New Operator may offer compensation to such Transferred Employees at levels commensurate with compensation levels paid to other employees of New Operator or its affiliates holding comparable positions, and, provided further, that any change in compensation levels does not result in any constructive discharge of any such Transferred Employee.

(v) Existing Operator shall be solely responsible for the payment of or liability associated with any and all severance pay or paid time off owed to Existing Operator Employees pursuant to Existing Operator's established plans, programs, practices, labor union contracts, and arrangements which were accrued but unpaid as of the Operations Transfer Date and any and all liability or claims associated therewith.

(vi) Except to the extent otherwise required by applicable law, New Operator shall be responsible for any obligations under Section 4980B(f) of the Code and Part 6 of Title I of ERISA or any similar Law (COBRA) in respect of Existing Operator Employees and Transferred Employees arising with respect to qualifying events that occur on or after the Operations Transfer Date.

(c) Raises and Bonuses. During the time period commencing on the date this Agreement is executed by the Parties and expiring on the Operations Transfer Date, Existing Operator shall not offer, announce, or implement any general wage or salary increase or award any bonus for any employees at the Facility, excepting customary cost of living increases incident to employees' periodic annual performance reviews, and continuation of other bonus programs, such as for recruitment and referrals of new hires, subject to coordination with and consent of New Operator.

14. Utilities. Schedule 14 hereto shall set out for each utility deposit made by Licensee for any utility service for the Facility, identification of the utility provider, a brief description of the utility and the amount of deposit held by such utility for services at the Facility. Licensee shall deliver a final statement with respect to all utilities serving the Facility prior to the Operations Transfer Date and shall pay all costs identified thereon, less any prepaid expenses and/or deposits held by utility providers in the name of Licensee. New Operator shall make all required utility deposits and arrange for all such utilities to be billed in their name commencing on and after the Operations Transfer Date, and shall pay all fees due therefore with respect to periods commencing on or after the Operations Transfer Date.

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15. Assignment and Assumption of Contracts and Leases.

(a) Assignment. In connection with the transfer of the operations of the Facility to New Operator by Licensee, on the Operations Transfer Date, New Operator shall accept, assume, and discharge all contracts and leases set forth on Schedule 15(a) hereto (collectively, the “***Assumed Contracts***”), which shall include, but not be limited to, equipment leases disclosed to the New Operator prior to the Operations Transfer Date. The Parties shall cooperate to obtain any consent of any third parties necessary to permit the assignment of the Assumed Contracts. Licensee and New Operator acknowledge that certain of the Assumed Contracts may not, by their terms, be assignable; and, accordingly, none of such non-assignable Assumed Contracts shall be deemed assigned to or assumed by New Operator unless and until the same shall become so assignable or consent to assignment is obtained. If and when any necessary consent shall be obtained or any such Assumed Contract shall otherwise become assignable, Licensee shall undertake reasonable efforts to assign all of their rights and obligations thereunder to New Operator and New Operator shall, without the payment of any further consideration therefor, assume such rights and obligations.

(b) Assumed Contracts. After the Operations Transfer Date, until such time as the non-assignable Assumed Contracts are assumed by New Operator, New Operator shall perform and discharge fully all of the post Operations Transfer Date obligations of Licensee under any of such non-assignable Assumed Contracts to the extent the same would have constituted assumed liabilities if such non-assignable Assumed Contracts had been assumed by New Operator as of the Operations Transfer Date, and New Operator shall indemnify, hold harmless, protect, and defend Licensee, and their officers, employees, managers, members, and affiliates, from and against any and all damages, demands, costs, expenses, and liabilities arising out of New Operator’s failure to make payments or perform any other obligations occurring under such non-assignable Assumed Contracts following the Operations Transfer Date.

(c) Facility Supplies. Subject to the terms and conditions of this Agreement, New Operator will pay Licensee within seven (7) business days following the Operations Transfer Date an amount representing Licensee’s actual costs for all Inventory (defined hereinafter), with such costs to be mutually determined by Licensee and New Operator within five (5) business days following the Operations Transfer Date. Licensee shall transfer to New Operator and New Operator shall accept and assume from Licensee all of Licensee’s rights, title, and interests in and to all owned supplies, consumables, medicines, and foodstuffs present in the Facility as of the Operations Transfer Date, excluding any Excluded Asset (collectively, the “***Inventory***”). Licensee shall ensure the Inventory at the Facility as of the Operations Transfer Date will be greater than or equal to the amount typically required by Existing Operator to operate the Facility for no less than seven (7) business days.

(d) Bulk Sales Laws; Free and Clear Transfer. The parties hereby waive compliance by Licensee with the requirements and provisions of any “bulk-transfer” laws of any jurisdiction that may otherwise be applicable with respect to the sale and transfer of any or all of the Transferred Assets to New Operator. Except as otherwise specifically provided herein, the Facility, the Assets, and all operations pertaining thereto and transferred hereby shall be free and clear of the Encumbrances.

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(e) **Computer Equipment and Software.** Subject to the terms and conditions of this Agreement, at the Operations Transfer Date, New Operator will pay Licensee within seven (7) business days following the Operations Transfer Date an amount representing the value of the Computer Equipment and Software listed in Schedule 15(f) (collectively, the “*Computer Equipment and Software*”) that is owned by the Existing Operator and present in the Facility, with Licensee and New Operator to mutually determine the type and quantity of Computer Equipment and Software present in the Facility no later than fifteen (15) days before the Operations Transfer Date. Licensee shall transfer to New Operator and New Operator shall accept and assume from Licensee all of Licensee’s rights, title, and interests in and to all Computer Equipment and Software that is present in the Facility, except the Existing Operator’s corporate servers, back up batteries, cooling systems, and related equipment that facilitate corporate operations beyond the scope of existing operations at the subject premises. Notwithstanding anything in this Agreement to the contrary, for at least ten (10) days following the Operations Transfer Date, Licensee shall make its user-defined assessments and forms that are currently used by Licensee in Point Click Care (PCC) available for use by New Operator during such 10-day period in order to assist with the transition to New Operator’s forms and New Operator will not retain any copies of such assessments and forms after such ten (10) day period.

16. Proprietary Information and Materials. New Operator acknowledges and agrees that any and all proprietary and confidential materials and information located at and used in connection with the operation of the Facility, which are not being transferred to New Operator pursuant to this Agreement, shall be and remain the property of Licensee, and accordingly, that Licensee shall remove all of such materials and information from the Facility on or immediately before the Operations Transfer Date. To the extent that New Operator will require use of Licensee’s Proprietary Information and Materials in the furtherance of its operations, then it shall keep such documents and information confidential and shall return same to Licensee when no longer required.

17. Indemnification.

17.1 Licensee hereby agrees to indemnify, protect, defend, and hold harmless New Operator and its members, managers, directors, officers, employees, agents, successors and assigns from and against any and all demands, claims, causes of action, fines, penalties, damages (but specifically excluding lost profits and consequential damages), losses, liabilities (including strict liability), judgments, and expenses (including, without limitation, reasonable attorneys’ and other professionals’ fees and court costs) (each, a “**Loss**,” and collectively, “**Losses**”) incurred in connection with or arising from the following (collectively, the “**Retained Liabilities**”): (a) a material breach by Licensee of its obligations under this Agreement which is not cured within thirty (30) days after receipt of written notice from New Operator setting forth, in reasonable detail, the nature of such breach, (b) the acts or omissions of Licensee under any Assumed Contract that occurred prior to the Operations Transfer Date, (c) the leasing, occupancy or operation of the Facility by Licensee prior to the Operations Transfer Date, including any liability arising from a breach of any applicable health care laws (including overpayments, recoupments or false claims under Medicare or Medicaid), (d) any acts or omissions, elder abuse or negligence of Licensee, or the contractors, agents, employees, invitees or visitors of Licensee with respect to the Facility and its residents prior to the Operations Transfer Date, and (e) any failure by Licensee to pay any

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liabilities in connection with the Facility attributable to periods prior to the Operations Transfer Date, including but not limited to quality assurance fees or bed taxes.

17.2 New Operator hereby agrees to indemnify, protect, defend, and hold harmless Licensee and its directors, officers, employees, agents, successors and assigns from and against any and all "Loss" or "Losses" (as referenced and defined in Section 19.1) incurred in connection with or arising from: (a) a breach by New Operator of its obligations under this Agreement which is not cured within thirty (30) days after receipt of written notice from Licensee setting forth in reasonable detail the nature of such breach; (b) the occupancy or operation of the Facility by New Operator from and after the Operations Transfer Date, (c) any acts, omissions, elder abuse or negligence of New Operator, or the contractors, agents, employees, invitees or visitors of New Operator with respect to the Facility and its residents from and after the Operations Transfer Date, (d) the Assumed Contracts accruing on or after the Operations Transfer Date, (e) any employment claims made against Licensee for employment issues occurring or accruing on or after the Operations Transfer Date, or (f) any failure by New Operator to pay any liabilities in connection with the Facility attributable to period from and after the Operations Transfer Date (including, without limitation, reasonable attorneys' and other professionals' fees and court costs).

THE FOREGOING INDEMNIFICATION OBLIGATIONS SHALL SURVIVE THE OPERATIONS TRANSFER DATE FOR A PERIOD OF EIGHTEEN (18) MONTHS. ALL MATTERS ARISING FROM AN INDEMNIFIED PARTY'S NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ARE EXCLUDED FROM THE SCOPE OF THE INDEMNIFICATION OWING TO SUCH PARTY SET FORTH IN SECTIONS 19.1 AND 19.2 AND FROM THE SURVIVAL PERIOD IN THE PRECEDING SENTENCE.

17.3 Indemnification Limitations. Any Losses for which a party would be entitled to indemnification under Sections 17.1 and 17.2 shall be reduced by the amount of insurance proceeds actually received or recovered under any insurance policies for the benefit of a party and any cash payments, setoffs or recoupment of any payments actually recovered by such indemnified party in respect of such Losses. The parties shall use commercially reasonable efforts to mitigate Losses for which each is subject to indemnification under Sections 17.1 and 17.2. If, after a party has made an indemnification payment to the other with respect to Losses in satisfaction of its obligations under Sections 17.1 or 17.2, the indemnified party actually recovers from any third parties amounts in respect of such Losses, the indemnified party shall as promptly as practicable forward to the other such amounts, but not in excess of the indemnification payment received. In no event shall the indemnified parties receive duplicative Losses under this Agreement and the Purchase and Sale Agreement. The Indemnification Cap, as defined in the Purchase and Sale Agreement, shall be the maximum liability for indemnification claims with respect to any Loss hereunder.

17.4 Assumption of Defense. A party seeking indemnification shall promptly give notice ("*Notice of Indemnification*") to each party from whom indemnification is sought after obtaining knowledge of any matter giving rise to the indemnification provisions of this Agreement. If such indemnity shall arise from the claim of a third party, and indemnifying party provides written notice to indemnified party stating that indemnifying party is responsible for the entire claim, within fifteen (15) business days after indemnifying party's receipt of the applicable Notice of Indemnification, the indemnified party shall permit such indemnifying party to assume

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the defense of any such claim or any proceeding resulting from such claim. Failure to give any such Notice of Indemnification promptly shall not affect the indemnification provided under this Section 17, except and only to the extent such indemnifying party shall have been actually materially prejudiced as a result of such failure. If an indemnifying party assumes the defense of such third party claim, shall have full and complete control over the conduct of such proceeding on behalf of indemnified party and shall, subject to the provisions of this Section 17.4, have the right to decide all matters of procedure, strategy, and substance; however, the indemnified party shall participate in any decision related to the settlement of the claims relating to such proceeding should there be any payment of any nature expected from the indemnified party. Any counsel chosen by the indemnifying party to conduct the defense shall be reasonably satisfactory to the indemnified party. The indemnifying party shall not, without the written consent of indemnified party, consent to the entry of any judgment or enter into any settlement with respect to the matter which does not include a provision whereby the plaintiff or the claimant in the matter releases the indemnified party from all liability with respect thereto. The indemnified party may participate in such proceeding and retain separate co-counsel at its sole cost and expense (and, for the avoidance of doubt, such cost and expense shall not constitute a Loss for purposes of the indemnification obligations hereunder).

17.5 Non-Assumption of Defense. If the indemnifying party elects not to assume the defense of any such claim by a third party or proceeding resulting therefrom, the party seeking indemnification shall diligently defend against such claim or litigation in such manner as it may deem appropriate and, in such event, the indemnifying party or parties shall, subject to Section 17.3, reimburse indemnified party for all reasonable and actually incurred out-of-pocket costs and expenses, legal or otherwise, incurred by the indemnified party and its affiliates in connection with the defense against such claim or proceeding, within thirty (30) days after the receipt of detailed invoices, unless there is a legal objection to the alleged scope of the indemnification sought, in which case the party refusing to provide indemnification must seek resolution of the matter via declaratory judgment action brought in the state or federal courts serving the County of Greenville, South Carolina.

17.6 Indemnified Party's Cooperation as to Proceedings. An indemnified party will cooperate in all reasonable respects with any indemnifying party in the conduct of any proceeding as to which such indemnifying party assumes the defense, except to the extent indemnified party could reasonably be expected to be prejudiced thereby. Subject to Sections 17.3 and 17.4, an indemnifying party shall promptly reimburse an indemnified party for all reasonable out-of-pocket costs and expenses, legal or otherwise, incurred by indemnified party or its affiliates in connection therewith, within thirty (30) days after the receipt of detailed invoices therefor.

17.7 Indemnification for Resident Trust Property.

17.7.1. Licensee will indemnify, protect, defend and hold New Operator harmless for, from and against all liabilities, claims and demands, including reasonable attorneys' fees and costs, in the event the corpus of the Resident Trust Funds transferred to New Operator does not represent the correct balance of Resident Trust Funds delivered to Licensee as custodian, and for claims which arise from actions or omissions of Licensee with respect to the Resident Trust Funds held or handled by Licensee at any time.

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17.7.2. New Operator will indemnify, protect, defend and hold Licensee harmless for, from and against all liabilities, claims and demands, including reasonable attorneys' fees and costs, in the event a claim is made against Licensee by a resident or his or her family for his/her Resident Trust Funds where: (i) such Resident's funds or other property were properly and wholly transferred to New Operator pursuant to the terms hereof; or (ii) the allegations pertaining to the Resident Funds regard actions or omissions occurring after the Operations Transfer Date.

18. Further Assurances. Each of the parties hereto agrees to execute and deliver any and all further agreements, documents or instruments reasonably necessary to effectuate this Agreement and the transactions referred to herein or contemplated hereby or reasonably requested by the other party to perfect or evidence their rights hereunder.

19. Notices. All notices to be given by either party to this Agreement to the other party hereto shall be in writing, and shall be (a) given in person, (b) deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, or (c) sent by national overnight courier service with confirmed receipt, each addressed as follows:

If to New Operator: Fountain Inn Healthcare, LLC
c/o Providence Group, Inc.
262 N. University Avenue
Farmington, Utah 84025
Attn: John Mitchell, Vice President, General Counsel
Email: john.mitchell@pacshc.com

With a copy to (which shall not constitute notice)

Shumaker, Loop & Kendrick, LLP
176 Croghan Spur Road, Suite 400
Charleston, SC 29407
Attn: Laura J. Evans, Esquire
Email: levans@shumaker.com

If to Licensee: Carlyle Senior Care of Fountain Inn, LLC
1402 South Meadors Farm Rd., Suite D
Florence, SC 29505
Attn: Rick Cranford and/or Braxton Barnette
Email: rcranford@carlyleseniorcare.com

With a copy to (which shall not constitute notice):

J. Drayton Hastie III
The Carolina Law Firm, LLC
thecarolinalawfirm@gmail.com

Any such notice shall be deemed delivered when actually received or when delivery is first refused regardless of the method of delivery used. In the event that the delivery is alleged to be refused, then the other party shall ensure that it is emailed to the addresses set forth above for both

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the party and its counsel. Any party to whom notices are to be sent pursuant to this Agreement may from time to time change its address for further communications thereunder by giving notice in the manner prescribed herein to all other parties hereto. Although either party shall have the right to change its address for notice purposes from time to time, any notice delivered pursuant to this Section 19 to the address set forth in this Section 19, or to such other address as may be hereafter specified in writing in accordance with this Section 19 shall be effective even if actual delivery cannot be made as a result of a change in the address of the recipient of such notice and the party delivering the notice has not received actual written notice in accordance with the provisions of this Section 19 of the current address to which notices are to be sent.

20. Payment of Expenses. Each party hereto shall bear its own legal, accounting and other expenses incurred in connection with the preparation and negotiation of this Agreement and the consummation of the transaction contemplated hereby, whether or not the transaction is consummated.

21. Representations and Warranties.

21.1 To the best of Licensee's knowledge, Licensee hereby represents and warrants to New Operator, as of the Operations Transfer Date, that:

21.1.1. All Medicare and Medicaid Provider Agreements, certificates of need, if applicable, and all material certifications, governmental licenses, permits, regulatory agreements or other agreements and approvals, including certificates of operation, completion and occupancy, and state nursing facility licenses or other licenses required by any applicable health care authorities for the legal use, occupancy and operation of the Facility have been obtained by the Licensee and remain in full force and effect.

21.1.2. The Facility is duly licensed as a 60 bed skilled nursing facility licensed under the applicable laws of the State of South Carolina and there are no proceedings or actions pending or contemplated to reduce the number of licensed or certified beds of the Facility.

21.1.3. Licensee has not had any deficiencies on its most recent survey (standard or complaint) that would result in a denial of payment for new admissions with no opportunity to correct prior to termination, and the Facility has not been designated as a Special Focus Facility (as such term is defined by the CMS Special Focus Facility Program).

21.1.4. The Facility is in substantial compliance with applicable Federal and State laws governing or regulating the operation of skilled nursing Facility in South Carolina.

21.1.5. Except as disclosed in the attached Schedule 21.1.5, there are no pending actions, complaints, administrative or judicial proceedings pending against the Facility or Licensee relating to the Facility.

21.1.6. Regulatory Compliance.

(i) Existing Operator has duly and timely filed all reports and other items required to be filed under the Third Party Payor Programs (collectively, the "**Reports**") and have timely paid all amounts shown to be due thereon. At the time of filing,

Initials:

Licensee: _____ / New Operator: _____

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to the best of Existing Operator's actual knowledge, each Report was true, accurate and complete. All rights and obligations of Existing Operator under such Reports are accurately reflected or provided for in the financial statements of Existing Operator.

(ii) Except as set forth in Schedule 21.1.6 attached hereto, (A) Existing Operator is not delinquent in the payment of any amount due under any of the Reports, (B) there are no written or, to Existing Operator's actual knowledge, threatened proposals by any Third Party Payor Program for collection of amounts for which Existing Operator could be liable, other than pre and post-payment reviews and reconciliations occurring in the ordinary course of business, consistent with past practice, (C) Existing Operator has received no notices of any current or pending claims, assessments, notices, proposals to assess or audits of Existing Operator or the Facility with respect to any of the Reports, and no such claims, assessments, notices, or proposals to assess or audit have been threatened, and (D) Existing Operator has not executed any presently effective waiver or extension of the statute of limitations for the collection or assessment of any amount due under or in connection with any of the Reports.

(iii) Existing Operator has not received any notice of failure to comply in any material respect with all applicable laws, settlement agreements, and other agreements with any Governmental Authority relating to or regarding the Facility. Existing Operator has and maintains all material licenses, registrations, approvals, and consents of Governmental Authorities, accreditations, certificates of need and Medicare, Medicaid certifications necessary for its activities and business including the operation of the Facility as currently conducted ("***Current Operator Licenses***"). The Current Operator Licenses are in full force and effect without any waivers of any kind (except as disclosed in Schedule 21.1.6) and have not been amended or otherwise modified, rescinded or revoked or assigned nor, to Existing Operator's actual knowledge, is there any threatened termination, modification, recession, revocation or assignment thereof, and to the best of Existing Operator's actual knowledge, no condition exists nor has any event occurred which, in itself or with the giving of notice, lapse of time or both would result in the suspension, revocation, termination, impairment, forfeiture, or non-renewal of any Current Operator License. No claim has been filed to the effect that any such governmental consent, participation or contract is not in full force and effect.

(iv) To Existing Operator's actual knowledge, as of the Operations Transfer Date, all material information in their possession regarding licensure and life safety code matters involving the Facility has been delivered to New Operator.

(v) Existing Operator has delivered to New Operator complete and accurate copies of the survey or inspection reports made by any Governmental Authority with respect to the Facility during the calendar years 2019, 2020, 2021, and year-to-date 2022. Except as shown on Schedule 21.1.6, all exceptions, deficiencies, violations, plans of correction, or other indications of lack of compliance in such reports have been fully corrected and there are no bans or limitations in effect, pending, or threatened with respect to admissions to the Facility nor are there any licensure curtailments in effect, pending, or threatened with respect to the Facility.

Initials:

Licensee: _____ / New Operator: _____

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21.1.7. Enforcement Actions. As of the date hereof, and except as set forth in Schedule 21.1.7, there is no action pending or, to the actual knowledge of Licensee, recommended or threatened by any state or federal agency having jurisdiction over the Facility to revoke, withdraw or suspend any License to operate the Facility, or certification of the Facility, or, except as set forth in Schedule 21.1.7, any material action of any other type with regard to licensure or certification. Licensee hereby acknowledges and agrees the Facility are operating and functioning as a skilled nursing facility, without any waivers affecting the Facility except as set forth in Schedule 21.1.7, and is fully licensed as a skilled nursing facility by the State of South Carolina. Schedule 21.1.7 attached hereto contains a complete and accurate list of all life safety code waivers or other waivers affecting the Facility.

21.1.8. Assets. To Licensee's actual knowledge, the Transferred Assets are the material assets that are located at the Facility or that are held in connection with the operation of the Facility which may be transferred by Licensee to New Operator pursuant to this Agreement.

21.1.9. Union Matters. To Licensee's actual knowledge, none of the Existing Operator Employees are represented by a labor union and there are no union organizing activities at the Facility.

21.1.10. Financial Records. Licensee have kept all financial records and supporting documents required to prepare (i) accurate and complete Medicare and Medicaid cost reports and statements relating to accounts receivable for billing and reimbursement purposes and (ii) tax returns relating to the business to be conducted by New Operator at the Facility, in each case in accordance in all material respects with the rules and regulations of all Governmental Authorities and all applicable laws.

21.1.11. The execution and delivery of this Agreement by Licensee does not violate any provision of any agreement or judicial order to which Licensee is a party or to which Licensee is subject.

21.1.12. The execution, delivery and performance of this Agreement has been duly authorized by Licensee, and this Agreement constitutes the valid and binding obligation of Licensee, fully enforceable in accordance with its terms.

21.1.13. At any time, and from time to time on or prior to the Closing Date, Licensee may supplement or amend the schedules, which revisions or amendment are subject to acceptance by New Operator.

21.2 To the best of New Operator's knowledge, New Operator hereby represents and warrants to Licensee as of the Operations Transfer Date, that:

21.2.1. The execution and delivery of this Agreement by New Operator does not violate any provision of any agreement or judicial order to which New Operator is a party or to which New Operator is subject.

21.2.2. The execution, delivery and performance of this Agreement has been duly authorized by New Operator, and this Agreement constitutes the valid and binding obligation of New Operator, fully enforceable in accordance with its terms.

Initials:

Licensee: _____ / New Operator: _____

21.3 The representations and warranties set forth in Sections 21.1 and 21.2 shall survive the Transition Date for a period of six (6) months.

22. Entire Agreement; Amendment; No Reliance; Waiver. This Agreement, together with the other agreements referred to herein, constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. The parties expressly disclaim any reliance upon any facts, promises, undertakings, or representations made by any other party, or its agents, prior to the execution of this Agreement except as otherwise set for in this Agreement. This Agreement may not be modified or amended except in writing signed by the parties hereto. No waiver of any term, provision or condition of this Agreement in any one or more instances, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition of this Agreement. No failure to act shall be construed as a waiver of any term, provision, condition or rights granted hereunder.

23. Assignment. Neither this Agreement, nor any rights, interests or obligations hereunder, may be assigned or transferred, in whole or in part, by operation of law or otherwise by Licensee or New Operator without the prior written consent of the other party which shall not be unreasonably withheld, conditioned or delayed, and any such assignment that is not consented to shall be null and void.

24. No Joint Venture; Third Party Beneficiaries. Nothing contained herein shall be construed as forming a joint venture or partnership between the parties hereto with respect to the subject matter hereof. The parties hereto do not intend that any third party shall have any rights under this Agreement.

25. Captions. The section headings contained herein are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

26. Counterparts. This Agreement may be executed and delivered via facsimile and in one or more counterparts and all such counterparts taken together shall constitute a single original

27. Covenants.

(a) Cooperation on Tax Matters. The parties shall cooperate with each other and shall make available to the other, as reasonably requested and at the expense of the requesting party, and to any taxing authority, all information, records, or documents relating to tax liabilities or potential tax liabilities of such parties for all periods prior to the Operations Transfer Date, and shall preserve all such information, records, and documents at least until the expiration of any applicable statute of limitations or extensions thereof and will not destroy such records without prior notice to the other parties.

(b) Applicable Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws and judicial decisions of the State of South Carolina. With respect to any action between the parties arising out of or relating to this Agreement, or any of the transactions contemplated by this Agreement, (i) each of the parties irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of

Initials:

Licensee: _____ / New Operator: _____

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either the state or federal courts located in the State of South Carolina, and (ii) each of the parties irrevocably consents to service of process by first-class certified mail, return receipt requested, postage prepaid. Each of the parties hereby irrevocably waives any and all right to trial by jury of any claim or cause of action in any legal proceeding arising out of or related to this Agreement or the transactions or events contemplated hereby or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party. The parties each agree that any and all such claims and causes of action shall be tried by the court without a jury. Each of the parties hereto further waives any right to seek to consolidate any such legal proceeding in which a jury trial has been waived with any other legal proceeding in which a jury trial cannot or has not been waived.

28. Costs and Attorneys' Fees. In the event of a dispute between the parties hereto with respect to the interpretation or enforcement of the terms hereof, the prevailing party shall be entitled to collect from the other its reasonable costs and attorneys' fees, including its costs and fees on appeal.

29. Construction. Both parties acknowledge and agree that they have participated in the drafting and negotiation of this Agreement. Accordingly, in the event of a dispute between the parties hereto with respect to the interpretation or enforcement of the terms hereof no provision shall be construed so as to favor or disfavor either party hereto. All references to "applicable law" herein shall refer to laws, statutes, rules, regulations and judicial or administrative interpretations thereof.

30. Opening Mail. From and after the Operations Transfer Date, New Operator shall be authorized to open mail addressed to Licensee received at the Facility. All mail received at the Facility relating to Licensee's operation of the Facility prior to the Operations Transfer Date shall be promptly delivered to Licensee by New Operator at the address set forth in Section 19, with all such mail to be deposited in the United States mail, certified or registered, postage prepaid, return receipt requested within five (5) days of receipt.

31. Protected Health Information. The parties acknowledge that in performing its obligations under this Agreement, New Operator should be deemed to be a business associate of Licensee, as that term is defined in 45 CFR § 160.103 and for the exclusive purpose of ensuring proper protection and treatment of Protected Health Information. Accordingly, the parties adopt and incorporate by reference the provisions of the Business Associate Addendum attached to this Agreement as "EXHIBIT D."

32. Successors. Subject to the express provisions of this Agreements, the covenants and agreements contained in this Agreement bind and inure to the benefit of Licensee, New Operator, and their respective successors and assigns.

33. Severability. If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms and agreements of this Agreement will not be affected by such holding, and will remain valid and in force to the fullest extent permitted by law.

Initials:

Licensee: _____ / New Operator: _____

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34. Right to Cure. If either Seller or Purchaser fails to comply with any provision of this Agreement, the other party will deliver written notice of breach to the non-complying party, specifying with particularity the alleged breach. The non-complying party has the right to cure the breach prior to the Operations Transfer Date.

35. Fraud. None of the provisions set forth in this Agreement shall be deemed a waiver by any party to this Agreement of any right or remedy which such party may have at law or equity based upon any other party's (and/or the party's owners' or principals') acts or omissions which constitute fraud under applicable law, nor shall any such provisions limit, or be deemed to limit (i) the amounts of recovery sought or awarded in any such claim for fraud, (ii) the time period during which a claim for fraud may be brought, or (iii) the recourse which any such party may seek against another party with respect to a claim for fraud.

36. Time is of the Essence. Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

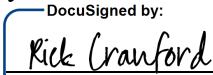
[Signatures on following page]

Initials:

Licensee: _____ / New Operator: _____

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IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the Operations Transfer Date day and year first set forth above.

LICENSEE:
Carlyle Senior Care of Fountain Inn, LLC
By: 
Name: F656EDDBAD37406...
Title: _____

ELECTRONICALLY FILED - 2025 May 09 11:37 AM - GREENVILLE - COMMON PLEAS - CASE#2025CP2301757

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the Operations Transfer Date day and year first set forth above.

NEW OPERATOR:

Fountain Inn Healthcare, LLC

By: 
Name: C8B5B88A666F4C2...
Title: _____

Initials:
Licensee: _____ / New Operator: _____

Schedule 15(a) – Assumed Contracts

All resident agreements

All payor agreements

Equipment leases utilized in the ongoing operations of the Facility

Others as mutually agreed in writing by the parties

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26 Pgs

May 10, 2018 12:10:58 PM

Rec: \$37.00

FILED IN GREENVILLE COUNTY, SC *Timothy J. Hanney*

General Durable Power of Attorney
of
Raymond Zeigler

(May 8, 2018)

LAW OFFICES

UPSTATE ELDER LAW, P.A.

SIMPSONVILLE, SOUTH CAROLINA 29681

General Durable Power of Attorney of Raymond Zeigler

I, Raymond Zeigler of 400 A Fowler Road, Simpsonville, SC 29681, am creating a durable power of attorney intended to comply with South Carolina law. I hereby revoke all powers of attorney previously granted by me as Principal and terminate all Agency relationships created by me except:

- (i) powers granted by me under any Health Care Power of Attorney;
- (ii) powers granted by me on forms provided by financial institutions granting the right to write checks on, deposit funds to, and withdraw funds from accounts to which I am a signatory; and
- (iii) powers granting access to a safe deposit box.

Article One Appointment of Attorney-in-Fact

Section 1.01 Initial Attorney-in-Fact

I appoint Kimberly Dawn Haag to serve as my Attorney-in-Fact.

Section 1.02 Successor Attorney-in-Fact

If Kimberly Dawn Haag resigns, dies, becomes incapacitated, is not qualified to serve, or declines or otherwise fails to serve, I appoint Andrew Haag to serve as my successor Attorney-in-Fact.

Section 1.03 Spouse as Attorney-in-Fact

My spouse may not serve as my Attorney-in-Fact if we are legally separated. If a named Attorney-in-Fact was my spouse at the time of execution of this General Durable Power of Attorney and an action is filed for the dissolution or annulment of my marriage to the Attorney-in-Fact or for our legal separation, then that named Attorney-in-Fact may not serve (however, if I named a former spouse at the time of execution, my former spouse may serve as my Attorney-in-Fact).

Section 1.04 Self-Dealing by Spouse or Descendant

This Section only applies if my spouse or a descendant of mine is serving as my Attorney-in-Fact.

My agent may engage in acts of self-dealing, even if state law restricts acts of self-dealing. Unless expressly prohibited by another provision of this General Durable Power of Attorney, my Attorney-in-Fact may enter into transactions on my behalf in which my

Attorney-in-Fact is personally interested, so long as the terms of such transaction are fair to me. For example, my Attorney-in-Fact may purchase property from me at its fair market value without court approval.

Section 1.05 No Person Under 21 Years of Age May Serve as Attorney-in-Fact

No person named as my Attorney-in-Fact or successor Attorney-in-Fact may serve until that person has attained the age of 21 years.

Section 1.06 Prior or Joint Attorney-in-Fact Unable to Act

A successor Attorney-in-Fact, or an Attorney-in-Fact serving jointly with another Attorney-in-Fact, may establish that the acting Attorney-in-Fact or joint Attorney-in-Fact is no longer able to serve as Attorney-in-Fact by signing an affidavit that states that the Attorney-in-Fact is not available or is incapable of acting. The affidavit may (but need not) be supported by a death certificate of the Attorney-in-Fact, a certificate showing that a guardian or conservator has been appointed for the Attorney-in-Fact, a letter from a physician stating that the Attorney-in-Fact is incapable of managing his or her own affairs, or a letter from the Attorney-in-Fact stating his or her unwillingness to act or delegating his or her power to the successor Attorney-in-Fact.

Article Two

Effectiveness of Appointment - Durability Provision

Section 2.01 Effectiveness

The authority granted to my Attorney-in-Fact under this General Durable Power of Attorney shall be effective immediately upon signing.

Section 2.02 Durability

The authority granted to my Attorney-in-Fact under this General Durable Power of Attorney shall not be affected by my subsequent disability, incompetency, incapacity, or lapse of time.

Section 2.03 Termination of General Durable Power of Attorney

This General Durable Power of Attorney shall expire at the earlier of:

- (i) my death (except for post-death matters allowed under state law); or
- (ii) my revocation of this General Durable Power of Attorney.

Article Three General Powers

I grant my Attorney-in-Fact the powers described in this Article so that my Attorney-in-Fact may act on my behalf. In addition, my Attorney-in-Fact may do everything necessary to exercise the powers listed below.

My Attorney-in-Fact may exercise any power described in this General Durable Power of Attorney on my behalf with respect to any real property I now own or may acquire in the future.

Section 3.01 Real and Personal Property Sales and Purchases

Unless specifically limited by the other provisions of this General Durable Power of Attorney, my Attorney-in-Fact may:

- (i) sell, exchange, and convey any interest I own in any kind of property, real or personal, including homestead property under South Carolina law or the laws of any other state, and determine the terms of sale and grant options with regard to sales;
- (ii) dispose of sales proceeds on my behalf as my Attorney-in-Fact determines is appropriate;
- (iii) buy any kind of property, real or personal, including homestead property under South Carolina law or the laws of any other state, and determine the terms for buying property and may obtain options to buy property;
- (iv) arrange to insure purchased property, and otherwise arrange for its safekeeping;
- (v) borrow money for the purposes described in this Section and to secure the loan in any manner my Attorney-in-Fact determines is appropriate, and repay the loan from my funds;
- (vi) pay for any purchases made; and
- (vii) repay any cash advanced from my credit cards.

Section 3.02 Real Property Management

My Attorney-in-Fact may manage any real property I now own or may acquire in the future, including my personal residence and homestead property under South Carolina law or the laws of any other state. Unless specifically limited by the other provisions of this General Durable Power of Attorney, my Attorney-in-Fact may:

- (i) declare, create, or execute a homestead on my personal residence under South Carolina law or the laws of any other state; and terminate, abandon, release, or give a waiver on any interest I have in a homestead;
- (ii) lease and sublease property for any period, and grant options to lease or subdivide property, even if the term of the lease, sublease, or option extends beyond the term of this General Durable Power of Attorney;

- (iii) eject and remove tenants or other persons from property, and recover the property by all lawful means;
- (iv) collect and sue for rents;
- (v) execute occupancy agreements on my behalf;
- (vi) pay, compromise, or contest tax assessments and apply for tax assessment refunds;
- (vii) subdivide, partition, develop, dedicate property to public use without consideration, and grant or release easements over my real property;
- (viii) maintain, protect, repair, preserve, insure, build upon, improve, demolish, abandon, and alter all or any part of my real property;
- (ix) employ laborers;
- (x) obtain or vacate plats and adjust boundaries;
- (xi) adjust differences in the property's value on exchange or partition by giving or receiving consideration;
- (xii) release or partially release real property from a lien;
- (xiii) enter into any contracts, covenants, and warranty agreements regarding my real property that my Attorney-in-Fact considers appropriate; and
- (xiv) encumber property, including homestead property under South Carolina law or the laws of any other state, by mortgage or deed of trust.

Section 3.03 Tangible Personal Property Management

My Attorney-in-Fact may manage any tangible personal property I now own or may acquire in the future. Unless specifically limited by the other provisions of this General Durable Power of Attorney, my Attorney-in-Fact may:

- (i) lease and sublease property for any period, and grant options to lease or subdivide property, even if the term of the lease, sublease, or option extends beyond the term of this General Durable Power of Attorney;
- (ii) recover my property by all lawful means;
- (iii) collect and sue for rents;
- (iv) take possession of and use my property in order to exercise any authority granted in this Power of Attorney;
- (v) pay, compromise, or contest tax assessments and apply for tax assessment refunds;
- (vi) maintain, protect, repair, preserve, insure, improve, destroy, and abandon all or any part of my property; and
- (vii) grant security interests in my property.

My Attorney-in-Fact may accept tangible personal property as a gift or as security for a loan.

Section 3.04 Residence and Tangible Personal Property

Without limiting any other authority granted in this General Durable Power of Attorney, if my Attorney-in-Fact determines that I will never be able to return to my residence from a hospital, hospice, nursing home, convalescent home, or similar facility, my Attorney-in-Fact may sell, lease, sublease, or assign my interest in my residence on terms and conditions that my Attorney-in-Fact considers appropriate.

As it relates to items of tangible personal property remaining in my residence, my Attorney-in-Fact may:

- (i) store and safeguard any items, and pay all storage costs;
- (ii) sell any items that my Attorney-in-Fact believes I will never need again on terms and conditions that my Attorney-in-Fact considers appropriate; or
- (iii) transfer custody and possession of any item to the person named in my estate planning documents as the person to receive that item upon my death.

Section 3.05 Bank Accounts and Banking Transactions

My Attorney-in-Fact may establish bank accounts of any type in one or more bank institutions that my Attorney-in-Fact may choose. My Attorney-in-Fact may modify, terminate, make deposits to, write checks on, make withdrawals from (including by electronic funds transfer), and grant security interests in any account in my name or to which I am an authorized signatory, except accounts held by me in a fiduciary capacity. In exercising this authority, it does not matter whether or not the account was established by me or for me by my Attorney-in-Fact. My Attorney-in-Fact is authorized to negotiate, endorse, or transfer any check or other instrument with respect to any account, to contract for any services rendered by any bank or financial institution, and to execute, on my behalf as principal, any agency or power of attorney forms furnished by a bank with respect to accounts with the bank that appoints the bank or any person as my agent.

My Attorney-in-Fact is authorized to access, establish, cancel, or continue online bank accounts (through the Internet or other similar method) and conduct online banking transactions of any kind as authorized in this Section.

Section 3.06 Investments and Investment Transactions

My Attorney-in-Fact may invest and reinvest all or any part of my property in any other property of whatever type, real or personal, tangible or intangible, and whether located inside or outside the geographic borders of the United States and its possession or territories. Unless specifically limited by the other provisions of this General Durable Power of Attorney, my Attorney-in-Fact may:

- (i) invest in securities of all kinds, limited partnership interests, real estate or any interest in real estate whether or not productive at the time of investment, commodities contracts of all kinds, interests in trusts including investment trusts;
- (ii) participate in common, collective, or pooled trust funds or annuity contracts;

- (iii) sell or otherwise terminate any investment made by me or on my behalf, and establish and terminate savings and money market accounts at banks and other financial institutions;
- (iv) establish and terminate accounts with securities brokers and use brokerage accounts to make short sales and to buy on margin, and pledge any securities held or purchased in brokerage accounts as security for loans and advances made to the account;
- (v) access, establish, cancel, or continue online investment accounts (through the Internet or other similar method) and conduct online investment transactions of any kind as authorized in this Section;
- (vi) establish and terminate agency accounts with corporate fiduciaries; and
- (vii) employ and fire financial and investment advisors.

Section 3.07 Securities

My Attorney-in-Fact may exercise all rights regarding securities that I own now or in the future. Specifically, my Attorney-in-Fact may:

- (i) buy, sell, and exchange all types of securities and financial instruments, including, but not limited to, stocks, bonds, mutual funds, commodity futures contracts, and call and put options on stocks and stock indexes;
- (ii) receive certificates and other evidences of ownership with regard to securities;
- (iii) hold securities in bearer or uncertified form and use a central depository, clearing agency, or book-entry system such as The Depository Trust Company, Euroclear, or the Federal Reserve Bank of New York;
- (iv) execute stock powers or similar documents on my behalf and delegate to a transfer agent or similar person the authority to register any stocks, bonds, or other securities into or out of my name or nominee's name;
- (v) place all or any part of my securities in the custody of a bank or trust company or in the name of its nominee;
- (vi) employ a broker-dealer as custodian for my securities and register the securities in the name of the broker-dealer or its nominee;
- (vii) exercise voting rights with respect to securities in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote;
- (viii) participate in any reorganization, recapitalization, merger, or similar transaction; and
- (ix) exercise any subscription rights, option rights (whether or not qualified under the Internal Revenue Code) or other rights to which I am entitled now or in the future, or to sell and dispose of these rights, and, if required, to sign my name to rights, warrants, or other similar instruments.

Section 3.08 Obligations

My Attorney-in-Fact may collect all rights and benefits to which I am entitled now or in the future, including, but not limited to rights to, cash payments, property, debts, accounts, legacies, bequests, devises, dividends, and annuities. In collecting my obligations, unless specifically limited by the other provisions of this General Durable Power of Attorney, my Attorney-in-Fact may demand, sue for, arbitrate, settle, compromise, receive, deposit, expend for my benefit, reinvest, or otherwise dispose of these matters as my Attorney-in-Fact determines appropriate.

Section 3.09 Bankruptcy

My Attorney-in-Fact may act for me with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning me or some other person, or with respect to a reorganization, receivership, or application for the appointment of a receiver or trustee that affects an interest I have in any property or other thing of value.

Specifically, and without limiting the preceding, my Attorney-in-Fact may act for me with respect to filing for bankruptcy, and in support of such filing may—

- (i) employ counsel to represent me;
- (ii) select any exemptions available to me;
- (iii) determine which debts to reaffirm;
- (iv) make any decisions regarding repayment and reorganization plans;
- (v) discuss my affairs with credit-counseling and debtor-education services;
- (vi) discuss my affairs with and employ debt-restructuring services; and
- (vii) take any other actions to further my interests.

Section 3.10 Legal Actions

My Attorney-in-Fact may institute, supervise, prosecute, defend, intervene in, abandon, compromise, adjust, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial, or administrative hearings, actions, suits, or proceedings involving me in any way. This authority includes, but is not limited to, claims by or against me arising out of property damage or personal injury suffered by or caused by me or under circumstances such that the resulting loss may be imposed on me. My Attorney-in-Fact may otherwise engage in litigation involving me, my property, or my legal interests, including any property, interest, or person for which or whom I have or may have any responsibility.

Section 3.11 Fiduciary Positions

My Attorney-in-Fact may resign or renounce for me any fiduciary position I hold now or in the future including personal representative, trustee, guardian, attorney-in-fact, and officer or director of a corporation and any governmental or political office or position. In so doing, my Attorney-in-Fact may file an accounting with the appropriate court of competent jurisdiction or settle on the basis of a receipt, release, or other appropriate method.

Section 3.12 My Spouse

My Attorney-in-Fact (including my spouse acting as my Attorney-in-Fact) may deal with my spouse on my behalf. In dealing with my spouse, my Attorney-in-Fact may transfer, transmute, partition, or exchange any of my property interests, whether separate or community property, between my spouse and me. My Attorney-in-Fact may enter into and execute on my behalf marital property agreements, partition or exchange agreements, transmutation agreements, or community property agreements, and may enforce, amend, or revoke any such agreements between my spouse and me, but only with respect to rights and obligations in property owned by my spouse, by me, or by both of us, and with respect to reclassification of ownership, management, and control of such property.

Section 3.13 My Support

My Attorney-in-Fact may do anything reasonably necessary to maintain my customary standard of living, including:

- (i) maintain my residence by paying all operating costs, including, but not limited to, interest on mortgages or deeds of trust, amortization payments, repairs, and taxes, or by purchasing, leasing, or making other arrangement for a different residence;
- (ii) provide normal domestic help;
- (iii) provide clothing, transportation, medicine, food, and incidentals; and
- (iv) make all necessary arrangements, contractual or otherwise, for my care at any hospital, hospice, nursing home, convalescent home or similar establishment, or in my own residence should I desire it, and assure that all of my essential needs are met wherever I may be.

Section 3.14 Support of Dependents

My Attorney-in-Fact may make payments as my Attorney-in-Fact deems necessary for the health, education, maintenance, or support of my spouse and those my Attorney-in-Fact determines to be dependent on me for support.

Section 3.15 Recreation and Travel

My Attorney-in-Fact may, at my expense, allow me to engage in recreational and sports activities as my health permits, including travel.

Section 3.16 Advance Funeral Arrangements

My Attorney-in-Fact may make advance arrangements for my funeral and burial, including a burial plot, marker, and any other related arrangements that my Attorney-in-Fact considers appropriate.

Section 3.17 Memberships

My Attorney-in-Fact may establish, cancel, continue, or initiate my membership in organizations and associations of all kinds.

Article Four Additional Powers

In addition to the powers specified in Article Three, my Attorney-in-Fact has the powers specified in this Article. If a power specified in this Article conflicts with a power specified in Article Three, the power specified in this Article controls.

Section 4.01 Fixtures and Personality

My Attorney-in-Fact may engage in real estate transactions or transactions which involve any proprietary lease or stock evidencing my ownership of a cooperative apartment, including all fixtures and articles of personal property used in connection with the real property (my Attorney-in-Fact may include such property in the deeds, mortgages, agreements, and any other instruments to be executed and delivered in connection with real estate transactions and which may be described in said instruments with more particularity).

Section 4.02 Insurance Transactions

My Attorney-in-Fact may engage in insurance transactions, including applying for, maintaining, canceling, paying premiums on, increasing or decreasing coverage, collecting, borrowing from, transferring ownership, surrendering and/or purchasing insurance policies.

Section 4.03 Estate Transactions

My Attorney-in-Fact may engage in estate transactions, including Receipt, Release, and Refunding Agreements and Waivers and Consents.

Section 4.04 Disclaimers and Statutory Elections

My Attorney-in-Fact may make statutory elections and renounce or disclaim any interest in property by testate or intestate succession or by inter vivos transfer consistent with South Carolina law.

Section 4.05 Powers of Appointment

My Attorney-in-Fact may exercise in whole or in part, or decline to exercise, or disclaim my rights under any special or general power of appointment or any rights retained by me in any trust or otherwise, whether or not any such trust or other instrument was created by me or others.

Section 4.06 Trusts

My Attorney-in-Fact may create and fund inter vivos trusts of any type, whether revocable or irrevocable, and whether or not I am a beneficiary. With respect to any trust created by me or on my behalf, my Attorney-in-Fact may amend, modify, revoke, or terminate the trust. Further, my Attorney-in-Fact may add property to an existing or subsequently created trust, and accept transfers or distributions from any trustee of any trust, including

any trust over which I have a right of receipt or withdrawal, whether as grantor, beneficiary, or otherwise.

Also, and without limiting the authority granted to my Attorney-in-Fact in this Section, my Attorney-in-Fact may:

- (i) create and fund a sole-benefit trust in accordance with United States Code, Title 42, Section 1396p(c)(2)(B);
- (ii) create and fund a self-settled special needs trust in accordance with United States Code, Title 42, Section 1396p(d)(4)(A);
- (iii) create and fund a qualified income trust in accordance with United States Code, Title 42, Section 1396p(d)(4)(B) if such a trust should be deemed necessary to qualify me for Medicaid benefits, and make arrangements for the diversion of my income to such a trust as necessary to comply with applicable Medicaid rules and regulations; and
- (iv) sign all necessary documents to allow me to join any trust qualifying under United States Code, Title 42, Section 1396p(d)(4)(C) and transfer any portion of my assets to such trust.

Section 4.07 Safe-Deposit Boxes

My Attorney-in-Fact may enter any safe-deposit box or other place of safekeeping standing in my name alone or jointly with another and to remove the contents and to make additions.

Section 4.08 Loans and Notes

My Attorney-in-Fact may engage in all dealings with respect to loans and forgiveness of debts. My Attorney-in-Fact may borrow money on such terms as my Attorney-in-Fact may decide in his or her sole discretion, on a secured or unsecured basis, and to execute all notes, mortgages, and other instruments relating to such, provided any such loan carries a fair market interest rate.

Section 4.09 Annuities

My Attorney-in-Fact may waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan. My Attorney-in-Fact may withdraw from, transfer ownership, surrender, or purchase any commercial annuity, private annuity, or grantor retained annuity trust.

Section 4.10 Government Agencies and Benefits

My Attorney-in-Fact has the unrestricted power to deal with and obtain maximum entitlements and benefits relating to the Social Security Administration, Veterans Administration, Social Services Departments, Social Security Disability Insurance, Supplemental Security Income, Medicaid, Medicare, Worker's Compensation and all other government benefits or entitlement programs, including claims, planning for eligibility, and submission of applications and appeals. In this regard, my Attorney-in-Fact is authorized to execute and deliver any power of attorney or authorization-to-act form

requested or required by a governmental agency. This power shall impose no affirmative duty on my Attorney-in-Fact to provide information and/or documentation to any government agency.

Section 4.11 Deal with Tax Authorities

My Attorney-in-Fact is authorized to:

- (i) deal with tax authorities, to execute and sign on my behalf any and all Federal, state, local, and foreign income and gift tax returns (as authorized under Section 1.6012-1(a)(5) of Title 26 of the Code of Federal Regulations or under any state, local, or foreign authority), including estimated returns and interest, dividends, gains, and transfers, and to pay any taxes, penalties, and interest due thereon;
- (ii) represent me or to sign an Internal Revenue Service Form 2848 (Power of Attorney or Declaration of Representative) or Form 8821 (Tax Information Authorization), or comparable authorization, appointing a qualified lawyer, certified public accountant, or enrolled agent (including my Attorney-in-Fact, if so qualified) to represent me before any office of the Internal Revenue Service, state, local, or foreign taxing authority with respect to the types of taxes and years referred to above, and to specify on said authorization said types of taxes and years;
- (iii) receive from or inspect confidential information in any office of the Internal Revenue Service, state, local, or foreign tax authority;
- (iv) receive and deposit, in any one of my bank accounts, or those of any revocable trust of mine, checks in payment of any refund of Federal, state, local, or foreign taxes, penalties, and interest;
- (v) execute waivers (and offers of waivers) of restrictions on assessment or collection of deficiencies in taxes and waivers of notice of disallowance of a claim for credit or refund;
- (vi) execute consents extending the statutory period for assessment or collection of such taxes; to execute Offers in Compromise and Closing Agreements under Section 7121 or comparable provisions of the Internal Revenue Code, as amended, or any federal, state, local, or foreign tax statutes or regulations; and
- (vii) delegate authority to, or substitute another representative for any one of those previously appointed by me or my Attorney-in-Fact, and to receive copies of all notices and other written communications involving my federal, state, local, or foreign taxes at such address as my Attorney-in-Fact designates.

Section 4.12 Employment of Professionals

My Attorney-in-Fact may retain, discharge, and pay for, in the sole discretion of my Attorney-in-Fact, the services of professionals, including, but not limited to, information technology experts, attorneys, accountants, financial planners, geriatric care managers, social workers, and any other health care professionals. My Attorney-in-Fact is not obligated to retain or pay for any health care professional on my behalf.

Section 4.13 Gifting Powers

Notwithstanding any other provision of this General Durable Power of Attorney, my Attorney-in-Fact may make gifts of any interest I have in real or personal property (“my property”) in any amount and in excess of the annual exclusion amount under Internal Revenue Code Section 2503(b), as amended, including gifts of real and personal property, outright or in trust, to or for the benefit of those persons or charitable entities, including my Attorney-in-Fact, to whom, whether by right of survivorship, direction in my last will and testament, trust, or otherwise, such property would pass were I then deceased (such persons being hereinafter referred to as “Donees”). All gifts of my property shall be made keeping in mind: (1) the resources, both public and private, available for my care after the making of such gifts; and (2) the objective of preserving the largest possible amount of my estate for my Donees in the event I die, become incapacitated, or require long term care services. Accordingly, I authorize and encourage my Attorney-in-Fact to engage in estate planning, financial planning, Medicaid planning, long term care planning and/or asset preservation planning, to such extent and in such manner, as my Attorney-in-Fact shall deem necessary or advisable in order to serve my wishes. Gifts made pursuant to the authority granted herein shall, for all purposes, be deemed to have been “in my best interest” if: (1) made in accordance with the provisions of this section; and (2) made in the context of estate planning, financial planning, Medicaid planning, long term care planning and/or asset preservation planning pursuant to the recommendations of an attorney-at-law experienced in such matters.

Unless otherwise specified above, the value of any gift made pursuant to this Section may exceed the annual dollar limits of the federal gift tax exclusion under Section 2503(b) of the Internal Revenue Code. Further, any gift made pursuant to this Section must be made in accordance with, and to the extent my Attorney-in-Fact has actual knowledge of, the following:

- (i) my pattern of prior giving; or
- (ii) the provisions contained in my estate planning or any other documents for beneficiaries to receive assets upon my death (for example, a trust, will, annuity or life insurance contract, or deed naming beneficiaries).

Section 4.14 Gift-Splitting

My Attorney-in-Fact may make, join, and consent to gifts by my spouse pursuant to Section 2513 of the Internal Revenue Code, even if such gifts exceed my aggregate annual gift tax exclusion amount under Section 2503(b) of the Internal Revenue Code.

Section 4.15 Intent to Return Home

It is my intention to return home if I should be in a hospital, rehabilitation center, or nursing home, and my Attorney-in-Fact shall take all steps, including, but not limited to, executing any document, affidavit, or Declaration of Intent to Return Home on my behalf, to effectuate the same.

Section 4.16 Domicile

My Attorney-in-Fact may change or maintain my domicile and/or residency for any and all purposes and take any and all actions to effectuate the foregoing.

Section 4.17 Nomination of Conservator

I intend hereby to render unnecessary any future proceeding for a court-appointed Conservator in the event I become temporarily or permanently incapacitated or incompetent. Accordingly, I request, in the strongest possible terms, that any court that may receive or act upon a petition for the appointment of a Conservator should deny such petition so long as my Attorney-in-Fact is acting under this power of attorney.

If a Conservator is ever appointed for me in spite of this request, I direct that the person serving, or named to serve, as my Attorney-in-Fact under this power of attorney be named as my Conservator.

Section 4.18 Marital Agreements and Designation of Spouse as Attorney-in-Fact

My Attorney-in-Fact may enter into, modify, or amend any pre-nuptial or post-nuptial agreement to which I am or hereafter become a party. If a named Attorney-in-Fact is my spouse, then this power of attorney as to that named Attorney-in-Fact is automatically revoked, and that Attorney-in-Fact is deemed to have resigned as Attorney-in-Fact upon the filing of any separation or dissolution action between us.

Section 4.19 Caregiver Agreements

My Attorney-in-Fact may enter into, execute, modify, alter, or amend any contract or agreement (for example, a Caregiver Agreement or Personal Services Contract) pertaining to my medical, personal, or general care that I may require at my residence, assisted living facility, nursing facility, or in another's residence on my behalf. I expressly authorize my Attorney-in-Fact to also serve as a caregiver under any such agreement and to be paid in accordance with the terms and conditions of such agreement, provided, however, that such services are compensated at fair market value.

Section 4.20 Qualified Plans

Notwithstanding the provisions of Section 1.04 of this General Durable Power of Attorney, my Attorney-in-Fact may deal in all respects with any Qualified Plan or Individual Retirement Account that I may own and to make any and all available elections or beneficiary designations on my behalf. If my spouse is a participant in a Qualified Plan or Individual Retirement Account, I authorize my Attorney-in-Fact to effect any waiver of my rights to any portion of said Plan or to any payout arrangement which may require my consent or approval by law, under any such Plan, or otherwise.

Section 4.21 Enforcement Proceedings

My Attorney-in-Fact may commence enforcement proceedings, at my expense, against any bank, savings and loan association, credit union, financial institution, brokerage firm, stock

transfer agent, insurance company, title insurance company, or other person or entity that fails or refuses to honor this durable power of attorney.

Section 4.22 Credit Cards

My Attorney-in-Fact may use any credit card in my name; to make purchases on my behalf; to open a new credit card account and to close any existing credit card account.

Section 4.23 Online Accounts, Digital Assets, and Digital Devices

Without limiting any other provision of this General Durable Power of Attorney, and subject to the limitations of any other provision of this General Durable Power of Attorney, my Attorney-in-Fact has the powers described in this Section.

My Attorney-in-Fact has full authority to deal with Online Accounts, Digital Assets, and Digital Devices of all kinds, wherever located. This authority includes, but is not limited to, the power to acquire, create, establish, access, control, modify, cancel, delete, continue, transfer, and take possession of such accounts, assets, and devices.

However, if I have used an online tool to direct the custodian of an Online Account, Digital Asset, or Digital Device to not disclose certain information, and if the online tool allows for the modification or deletion of that direction at all times, then such direction overrides the authority granted in this Section.

Further, even though state law might not require a custodian to disclose a deleted digital asset, my Attorney-in-Fact is authorized to access them, and the custodian will be held harmless for doing so.

My Attorney-in-Fact may request and change my access credentials to any Online Account, Digital Asset, and Digital Device (such as username, password, and secret question), and any third-party dealing with my Attorney-in-Fact in good faith will be held harmless for releasing such access credentials.

For purposes of this General Durable Power of Attorney, the following definitions apply:

(a) Online Accounts

The term "Online Accounts" means accounts that are accessible through the Internet or other similar method, including, but not limited to: bank accounts; investment accounts; other financial accounts; accounts with health care providers; social media accounts (like LinkedIn, Facebook, and Twitter); gambling and poker accounts; accounts with publishers; accounts for access to employee benefits; email accounts; accounts with Internet service providers; accounts to manage websites and website domain names; accounts with retail vendors; tax-preparation service accounts; affiliate marketing accounts; accounts with utility companies; user access accounts on third-party Digital Devices; and any other online account.

(b) Digital Assets

The term "Digital Assets" means intangible personal property related to digital technology (whether located on a Digital Device or an Online

Account), including, but not limited to: emails sent or received; text messages sent or received; other digital communications sent or received; digital music; digital photographs; digital videos; software licenses; social network accounts; file sharing accounts; online access to financial accounts; domain registrations; DNS service accounts; website hosting accounts; personal and commercial websites; tax preparation service accounts; online store accounts; affiliate marketing accounts; and other types of online accounts and digital items that currently exist or may exist as technology develops.

(c) Digital Devices

The term “Digital Devices” means tangible personal property related to digital technology capable of storing Digital Assets or accessing Online Accounts, and includes, but is not limited to: desktop computers; laptop computers; tablet computing devices (tablets); other mobile computing devices; peripheral devices; hard disk drives; solid state drives; flash memory devices; other storage devices; mobile telephones; smartphones; and any other type of digital device that currently exists or may exist as technology develops.

Section 4.24 Domestic Pets

My Attorney-in-Fact may make reasonable expenditures for the care, maintenance, support, and general welfare of my domestic pets, if any. Specifically, and without limitation, my Attorney-in-Fact may consent to and make reasonable expenditures for medical treatment, boarding, and kennel care of any of my domestic pets. I authorize any and all payments from my funds for pet care provided by any person or entity, including my Attorney-in-Fact.

In addition, my Attorney-in-Fact may acquire a domestic service pet if, in my Attorney-in-Fact’s sole discretion, such service pet will benefit me.

Section 4.25 Estate and Long Term Care Planning

Notwithstanding the provisions of Section 1.04 of this General Durable Power of Attorney, my Attorney-in-Fact may engage in estate and long term care planning in furtherance of achieving asset preservation. Property transfers made pursuant to the authority granted herein may be made without restriction as to the value of the transfer, and shall, for all purposes, be deemed to have been “in my best interest” if: (1) made in accordance with the provisions of this section; and (2) made in the context of estate planning, financial planning, Medicaid planning, long term care planning, or asset preservation planning pursuant to the recommendations of an attorney-at-law experienced in such matters. My Attorney-in-Fact may engage in such planning based on all relevant factors, including:

- (i) the value and nature of my property;
- (ii) my foreseeable obligations and need for maintenance;
- (iii) minimization of taxes, including income, estate, inheritance, generation skipping transfer, and gift taxes; and

- (iv) eligibility for a benefit, a program, or assistance under a statute or government regulation.

Notwithstanding the provisions of Section 1.04 of this General Durable Power of Attorney, my Attorney-in-Fact may take any action necessary to effectuate the foregoing, including to qualify me for Social Security Benefits, Supplemental Security Income, Veterans Benefits, Medicaid or any other government benefit program. Such actions may include but shall not be limited to the following:

- (i) convert non-exempt resources into exempt resources;
- (ii) divest me of assets, without restriction as to the value of the divestment;
- (iii) if my Attorney-in-Fact is my spouse, my spouse may protect our assets, whether owned by me alone, my spouse alone, or by us together as husband and wife, so that my spouse's impoverishment because of my health care costs can be avoided, by whatever lawful methods that might be available;
- (iv) sign a Spousal Refusal (even if my Attorney-in-Fact is my spouse);
- (v) sign an Assignment of Support (even if my Attorney-in-Fact is my spouse);
- (vi) divide community property assets equally or unequally between my spouse and me, without restriction as to the difference of the value of our shares, if any;
- (vii) sign an application for Medical Assistance or any other government benefit program;
- (viii) serve as representative payee;
- (ix) transfer the family residence to a spouse who does not need long-term health or nursing care, without restriction as to the value of the transfer;
- (x) make home improvements and additions to my family residence;
- (xi) pay off, partly or in full, any encumbrance on my family residence;
- (xii) purchase a family residence, if I do not own a family residence;
- (xiii) purchase a more expensive family residence; and
- (xiv) attend and represent me at Fair Hearings.

Section 4.26 Ownership and Rights of Survivorship

Notwithstanding the provisions of Section 1.04 of this General Durable Power of Attorney, my Attorney-in-Fact may select, create, or change the rights of survivorship on any and all of my property, whether real or personal, including bank and investment accounts, insurance policies, annuities, qualified or nonqualified retirement plans, and real property interests, and may do so by any means, including by changing ownership, such as adding a joint owner. My Attorney-in-Fact may designate survivorship rights among one or more remaindermen and may designate the form of title among multiple remaindermen, including, but not limited to, as tenants in common, joint tenants, community property, or tenants by the entirety.

In particular, my Attorney-in-Fact may execute any deed designating beneficiaries, including an enhanced life estate deed (also known as a “ladybird” deed), including with respect to my homestead property, if any, and may conduct any and all transactions with full power and authority in my Attorney-in-Fact to sell, convey, mortgage, lease, and otherwise dispose of the property in accordance with the terms of the deed.

Section 4.27 Beneficiary Designations

Notwithstanding the provisions of Section 1.04 of this General Durable Power of Attorney, my Attorney-in-Fact may select, create, or change beneficiary designations on any and all of my property, whether real or personal, including bank and investment accounts, insurance policies, annuities, qualified or nonqualified retirement plans, and real property interests.

Section 4.28 Spiritual and Religious Needs

My Attorney-in-Fact may arrange for the involvement of religious clergy or spiritual leaders in my care, provide said persons access to me at all times, arrange or maintain my membership in religious or spiritual organizations, and create opportunities for me to derive comfort and spiritual satisfaction from such activities, including the purchase of religious books, tapes, and other materials.

Section 4.29 Companionship

My Attorney-in-Fact may provide for such companionship for me, in the sole discretion of my Attorney-in-Fact, as will meet my needs and preferences at a time when I am disabled or otherwise unable to arrange for such companionship myself.

Section 4.30 U.S. Mail

My Attorney-in-Fact may open, read, respond to, and redirect my mail, and represent me before the U.S. Postal Service in all matters relating to mail service.

Article Five Incidental Powers

My Attorney-in-Fact may perform those acts and execute and deliver those legal documents necessary or appropriate to the exercise of the powers set forth in this General Durable Power of Attorney, including, but not limited to, the following incidental powers.

Section 5.01 Court Proceedings

My Attorney-in-Fact may commence any court proceedings necessary to protect my legal rights and interests under this General Durable Power of Attorney including, but not limited to:

- (i) actions for declaratory judgments from any court of competent jurisdiction interpreting the validity of this General Durable Power of Attorney and any of the

acts sanctioned by this General Durable Power of Attorney; provided, however, that my Attorney-in-Fact need not seek a declaratory judgment to perform any act sanctioned by this General Durable Power of Attorney;

- (ii) actions for mandatory injunctions requiring any person or entity to comply with my Attorney-in-Fact's directions as authorized by this General Durable Power of Attorney; and
- (iii) actions for actual and punitive damages and the recoverable costs and expenses, including reasonable attorney's fees, of such litigation against any person or entity who negligently or willfully fails or refuses to follow my Attorney-in-Fact's directions as authorized by this General Durable Power of Attorney.

Section 5.02 Document Execution

My Attorney-in-Fact may sign, execute, endorse, seal, acknowledge, deliver, and file or record all appropriate legal documents necessary to exercise the powers granted under this General Durable Power of Attorney.

Section 5.03 Custody of Documents

My Attorney-in-Fact may take, give, or deny custody of my important documents, including my Will and any codicils, trust agreements, deeds, leases, life insurance policies, contracts, or securities. My Attorney-in-Fact may disclose or not disclose the whereabouts or contents of those documents as my Attorney-in-Fact believes appropriate.

Article Six Limitation on Powers

All powers granted to my Attorney-in-Fact under this General Durable Power of Attorney are subject to the limitations set forth in this Article.

Section 6.01 My Attorney-in-Fact to Avoid Disrupting My Estate Plan

If it becomes necessary for my Attorney-in-Fact to liquidate or reinvest any of my assets to provide support for me, I direct that my Attorney-in-Fact, to the extent that it is reasonably possible, avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.

If it is necessary to disrupt the dispositive provisions of my estate plan, my Attorney-in-Fact will use his or her best efforts to restore my plan as soon as possible. My Attorney-in-Fact will make reasonable efforts to obtain and review my estate plan. I authorize any person with knowledge of my estate plan or possession of my estate planning documents to disclose information to my Attorney-in-Fact and to provide copies of documents to my Attorney-in-Fact.

Section 6.02 Tax Sensitive Powers

No individual serving as my Attorney-in-Fact may exercise any fiduciary power or discretion if the exercise of that power or discretion would:

- (i) cause any income generated by my property to be attributed to my Attorney-in-Fact for federal income tax purposes;
- (ii) cause the value of any property subject to this General Durable Power of Attorney to be included in my Attorney-in-Fact's gross estate for federal estate tax purposes;
- (iii) cause any distribution made or allowed to be made by my Attorney-in-Fact to be treated as a gift from my Attorney-in-Fact; or
- (iv) discharge a legal obligation of my Attorney-in-Fact.

If the exercise of a power by my Attorney-in-Fact under this General Durable Power of Attorney would cause any of the foregoing results, a Special Attorney-in-Fact appointed under the provisions of Section 7.03 may exercise the power or discretion.

The Special Attorney-in-Fact appointed for this purpose must be an individual who is not related or subordinate to my Attorney-in-Fact within the meaning of Section 672(c) of the Internal Revenue Code.

Article Seven Administrative Powers and Provisions

This Article contains certain administrative powers and provisions that facilitate the use of the General Durable Power of Attorney and that protect my Attorney-in-Fact and those who rely upon my Attorney-in-Fact.

Section 7.01 Compensation and Reimbursement to Attorney-in-Fact

If my Attorney-in-Fact is a professional (such as an attorney; accountant; geriatric care manager; professional guardian, conservator, or other fiduciary; or other professional, including entities that provide similar services), my Attorney-in-Fact is entitled to compensation for services rendered pursuant to this General Durable Power of Attorney at such professional's then stated rates. If my Attorney-in-Fact is not a professional, my Attorney-in-Fact is not entitled to compensation.

Whether or not my Attorney-in-Fact is a professional, my Attorney-in-Fact is entitled to reimbursement for costs reasonably incurred while acting as my Attorney-in-Fact, including, but not limited to: phone bills; postage; and travel expenses, if necessary, to supervise my care.

Section 7.02 Release of Information

My Attorney-in-Fact may release and obtain, as the case may be, any and all information regarding my financial investments, taxes, and estate planning, including any information or documents regarding stocks, bonds, certificates of deposit, bank accounts, tax returns,

retirement accounts, pension plans, wills, trusts, powers of attorney, advance directives, and any other documents or information regarding my financial affairs, taxes, or estate planning from my attorneys-at-law, financial advisors, insurance professionals, accountants, stockbrokers, stock transfer agents, and any other persons having such information.

I release these persons or entities from any liability for releasing the above-referenced information to my Attorney-in-Fact in reliance on this Section.

If my Attorney-in-Fact is an attorney-at-law or other accounting or financial professional, the professional regulations of my Attorney-in-Fact's profession and federal law may prohibit my Attorney-in-Fact from releasing information about my financial affairs to others if I am a client of my Attorney-in-Fact. This instrument, therefore, is a limited waiver of any privilege (such as the attorney-client privilege) that I have established with any Attorney-in-Fact as a client. The privilege is waived for the limited purpose of permitting my Attorney-in-Fact to perform his or her duties under this General Durable Power of Attorney.

Section 7.03 Appointment of a Special or Ancillary Attorney-in-Fact

My Attorney-in-Fact may appoint, in writing, a corporate fiduciary or an individual to serve as Special Attorney-in-Fact to exercise any power under this General Durable Power of Attorney. My Attorney-in-Fact may revoke any such appointment at will.

If my Attorney-in-Fact determines that it is necessary or desirable to appoint an Ancillary Attorney-in-Fact to act under this General Durable Power of Attorney in a jurisdiction other than this one, my Attorney-in-Fact may do so. In making an appointment, my Attorney-in-Fact may sign, execute, deliver, acknowledge, and make declarations in any documents that may be necessary, desirable, convenient, or proper in order to carry out the appointment.

A Special or Ancillary Attorney-in-Fact may exercise all powers granted by this General Durable Power of Attorney unless expressly limited elsewhere in this General Durable Power of Attorney or by the instrument appointing the Special or Ancillary Attorney-in-Fact. A Special or Ancillary Attorney-in-Fact may resign at any time by delivering written notice of resignation to my Attorney-in-Fact. Notice of resignation shall be effective in accordance with the terms of the notice.

Section 7.04 Attorney-in-Fact Authorized to Employ My Attorney

My Attorney-in-Fact may employ the attorney who prepared this General Durable Power of Attorney or any other attorney employed by me in connection with my estate plan or business matters and I specifically:

- (i) waive any and all conflicts of interest that might arise through such employment;
- (ii) authorize the attorney to make full disclosure of my estate plan and business to the Attorney-in-Fact; and
- (iii) authorize the attorney to accept the engagement.

Section 7.05 Fiduciary Eligibility of Attorney-in-Fact

My Attorney-in-Fact is eligible to serve in any other fiduciary capacity for me or for my benefit, including trustee, guardian, conservator, committee, executor, administrator, or personal representative.

Section 7.06 Amendment and Revocation

I may amend or revoke this General Durable Power of Attorney at any time. Amendments to this document must be made in writing by me personally (not by my Attorney-in-Fact) and must be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

The written notice of amendment or revocation to my Attorney-in-Fact must be:

- (i) personally delivered and receipt of delivery received;
- (ii) mailed postage prepaid by certified mail, return receipt requested, to the last known address of my Attorney-in-Fact; or
- (iii) sent by express mail or commercial expedited delivery providing a receipt for such delivery.

If this General Durable Power of Attorney is amended or revoked, no person will incur any liability to me or my estate as a result of permitting my Attorney-in-Fact to exercise any power authorized by this General Durable Power of Attorney prior to that person's receipt of notice that it was amended or revoked.

Section 7.07 Resignation

My Attorney-in-Fact may resign by the execution of a written resignation delivered to me (or my guardian if I am incapacitated and one has been appointed for me) and to any Attorney-in-Fact serving together with the resigning Attorney-in-Fact, or if none, to the next successor Attorney-in-Fact. If I am incapacitated, notice may be delivered to any person with whom I am residing or who has my care and custody.

Section 7.08 Signature of Attorney-in-Fact

My Attorney-in-Fact shall use substantially the following form when signing documents on my behalf pursuant to this power:

[Attorney-in-Fact's name], as Attorney-in-Fact for Raymond Zeigler.

Section 7.09 Interpretation

This General Durable Power of Attorney is a general power of attorney and should be interpreted as granting my Attorney-in-Fact all general powers permitted under South Carolina law. The description of specific powers is not intended to, nor does it, limit or restrict any of the general powers granted to my Attorney-in-Fact.

Section 7.10 Use of “Attorney-in-Fact” Nomenclature

The word “Attorney-in-Fact” and any modifying or equivalent word or substituted pronoun includes the singular and the plural, as well as the masculine, feminine, and neuter genders.

Section 7.11 Third-Party Reliance

No person who relies in good faith on the authority of my Attorney-in-Fact under this General Durable Power of Attorney will incur any liability to me, my estate, or my heirs, successors, and assigns.

Any party dealing with my Attorney-in-Fact may conclusively rely upon an affidavit or certificate of my Attorney-in-Fact stating that:

- (i) the authority granted to my Attorney-in-Fact under this General Durable Power of Attorney is in effect;
- (ii) my Attorney-in-Fact’s actions are within the scope of my Attorney-in-Fact’s authority under this General Durable Power of Attorney;
- (iii) I was competent when I executed this General Durable Power of Attorney;
- (iv) I have not revoked this General Durable Power of Attorney; and
- (v) my Attorney-in-Fact is currently serving as my Attorney-in-Fact.

Section 7.12 Effect of Duplicate Originals or Copies

If this General Durable Power of Attorney has been executed in multiple counterparts, each counterpart original will have equal force and effect. My Attorney-in-Fact may make copies of this General Durable Power of Attorney and each copy will have the same force and effect as the original. A copy means an electronic, digital, facsimile, photocopy, or other reproduction of this General Durable Power of Attorney.

Section 7.13 Governing Law

This General Durable Power of Attorney’s validity and interpretation will be governed by South Carolina law. To the extent permitted by law, this General Durable Power of Attorney is applicable to all of my property (whether real or personal, tangible or intangible, or legal or equitable), wherever located, and whether or not the property is owned by me now or in the future.

Section 7.14 Severability

If any provision of this General Durable Power of Attorney is declared invalid for any reason, the remaining provisions will remain in full force and effect.

Article Eight

Duties and Liabilities of My Attorney-in-Fact

Section 8.01 Duty to Account

My Attorney-in-Fact shall render statements of account of receipts, disbursements, principal on hand, and transactions conducted on my behalf if:

- (i) ordered by a court;
- (ii) requested by me, a guardian, conservator, trustee, or other fiduciary acting on my behalf; or
- (iii) upon my death, requested by the Personal Representative of my estate.

If so requested, my Attorney-in-Fact shall comply with the request within 30 days or provide a writing or other record substantiating why additional time is needed and shall comply with the request within an additional 30 days.

Section 8.02 Limitation of Liability of My Attorney-in-Fact

I release and discharge any Attorney-in-Fact acting in good faith from any and all civil liability and from all claims or demands of all kinds whatsoever by me, my estate, and my heirs, successors, and assigns arising out of the acts or omissions of my Attorney-in-Fact, except for duties committed dishonestly, with improper motive, or with reckless indifference to the purposes of this General Durable Power of Attorney or my best interests, including willful misconduct or gross negligence. This protection extends to the estate, heirs, successors, and assigns of my Attorney-in-Fact.

In particular, any Attorney-in-Fact who acts in good faith is not liable to any beneficiary of my estate plan for failure to preserve the plan, and absent a breach of duty to me, my Attorney-in-Fact is not liable if the value of my property declines.

Article Nine

Acceptance of Appointment as Attorney-in-Fact

Any manifestation of acceptance of appointment as Attorney-in-Fact, whether in writing or by conduct, is an acceptance of all aspects of this General Durable Power of Attorney, and may not be limited to only certain aspects. Appointment as Attorney-in-Fact is accepted by:

- (i) signing any document manifesting acceptance;
- (ii) exercising any authority or performing any duties as Attorney-in-Fact under this General Durable Power of Attorney; or
- (iii) any other assertion or conduct indicating acceptance.

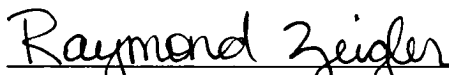
Article Ten

Declarations of the Principal

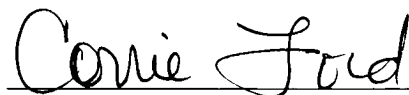
I understand that this General Durable Power of Attorney is an important legal document. Before executing this General Durable Power of Attorney, my attorney explained to me the following:

- (i) that this General Durable Power of Attorney provides my Attorney-in-Fact with broad powers to dispose of, sell, convey, and encumber my real and personal property;
- (ii) that the powers will exist for an indefinite period of time unless I revoke this General Durable Power of Attorney or I have limited their duration by specific provisions herein;
- (iii) that this General Durable Power of Attorney remains in full force and effect during my subsequent disability or incapacity; and
- (iv) that I may revoke or terminate this General Durable Power of Attorney at any time.

Dated: May 8, 2018


Raymond Zeigler, Principal

(Signed by Corrie Ford at the direction of Raymond Zeigler and in his presence, due to his inability to sign)


Signature

We, ANNA E. FORSYTHE and CHADWICKE L. GROOVER, the witnesses, sign our names to this instrument, and at least one of us, being first duly sworn, does hereby declare, generally and to the undersigned authority, that the principal signs and executes this instrument as his durable power of attorney and that he signs it willingly (or willingly directs another to sign for him), and that each of us, in the presence and hearing of the principal, hereby signs this durable power of attorney as witness to the principal's signing, and that to the best of our knowledge the principal is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

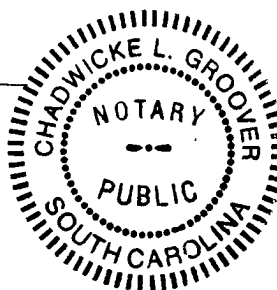
ANNA E. FORSYTHE
[REDACTED]
Simpsonville, SC 29681

Chadwicke L. Groover
CHADWICKE L. GROOVER
[REDACTED]
Simpsonville, South Carolina 29615

[illegible]

Subscribed, sworn to and acknowledged before me by RAYMOND ZEIGLER, the principal, and subscribed and sworn to before me by ANNA E. FORSYTHE and CHADWICKE L. GROOVER, witnesses, on this the 8th day of May, 2018.

Chadwick L. Grove
Notary Public, State of South Carolina
My commission expires: January 26, 2019



STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	IN THE COURT OF COMMON PLEAS THIRTEEN JUDICIAL COURT
Kimberly Haag, Individually and as Personal Representative of the Estate of Raymond Zeigler, Plaintiff, v. Carlyle Senior Care of Fountain Inn, LLC, Carlyle Senior Care Management Company, Inc., New Day Health Ventures, LLC, LARK of Fountain Inn, LLC, Fountain Inn Healthcare, LLC d/b/a Fountain Inn Post Acute, Providence Group, Inc., Providence Administrative Consulting Services, Inc., PACS Group, Inc., PACS Holdings, LLC, and 501 Gulliver Property, LLC, Defendants.	CASE NUMBER 2025-CP-23-01757 & 2025-CP-23-01759 DEFENDANTS' FOUNTAIN INN HEALTHCARE D/B/A FOUNTAIN INN POST ACUTE, PROVIDENCE GROUP, INC., PROVIDENCE ADMINISTRATIVE CONSULTING SERVICES, INC., PACS GROUP, INC., PACS HOLDINGS, LLC, AND 501 GULLIVER PROPERTY, LLC MOTION TO DISMISS, STAY LITIGATION AND DISCOVERY, AND COMPEL ARBITRATION

PLEASE TAKE NOTICE that Defendants Fountain Inn Healthcare d/b/a Fountain Inn Post Acute, Providence Group, Inc., Providence Administrative Consulting Services, Inc., PACS Group, Inc., PACS Holdings, LLC, and 501 Gulliver Property, LLC (hereinafter "Defendants"), by and through its undersigned counsel, pursuant to Rules 12(b)(1), (2) and (6), and Rule 26 of the South Carolina Rules of Civil Procedure, and according to the provisions of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 *et. seq.* and applicable federal case law, hereby move this Honorable Court for an Order Dismissing Plaintiff's Complaint and Staying Litigation and Discovery and Compelling Arbitration in the above-captioned case.

This motion is based upon the Binding Arbitration Agreement (" Arbitration Agreement") executed by and between Kimberly Haag as Power of Attorney for Raymond Zeigler and Defendant Carlyle Senior Care of Fountain Inn, LLC requiring that any disputes between them, be

resolved through binding arbitration exclusively and pursuant to the Federal Arbitration Act. A copy of the executed Arbitration Agreement is attached hereto as Exhibit A and incorporated herein by reference.

On about March 14, 2023, the operations of the subject facility located at 501 Gulliver Street, Fountain Inn, SC were transferred from Defendant Carlyle Senior Care of Fountain Inn, LLC to Defendant Fountain Inn Healthcare, LLC. (Ex. B, Management and Operations Transfer Agreement). Plaintiff's Complaint primarily focuses on a fall that occurred on February 3, 2023, *before* Defendant Fountain Inn Healthcare, LLC took over operations of the subject facility. Pursuant to the Management and Operations Transfer Agreement, certain agreements were assigned and assumed by Defendant Fountain Inn Healthcare, LLC. The Management Operations Transfer Agreement expressly states "all resident agreements" are assumed pursuant to the agreement. (Ex. B, Management Operations Agreement at § 15 and Exhibit 15(a)). The Arbitration Agreement is a resident agreement under the Management and Operations Transfer Agreement and Defendants are entitled to the rights afforded by the Arbitration Agreement.

Kimberly Haag executed Exhibit A as Raymond Zeigler's, as power of attorney with the actual authority to admit him to the care, custody and control at Fountain Inn Post Acute, thus binding Raymond Zeigler to all terms and conditions of Exhibit A, including binding arbitration. (Ex. C, Durable Power of Attorney at ¶ 3.10). Plaintiff's claims against Defendants must be compelled to binding arbitration pursuant to the arbitration provision in Exhibit A that was executed between the parties for the admission, residency, and care of Raymond Zeigler. Kimberly Haag acted as Raymond Zeigler's power of attorney as to all matters based on her participation in legal decisions, care planning, healthcare decisions and all other decisions necessary for Raymond Zeigler.

By filing this Motion, the Defendants do not admit any of the allegations in the Complaint or waive any objections, defenses, or other rights, specifically including, but not limited to the right to arbitrate, available to it under state or federal law. Defendants further reserve all rights under Rule 12 of the South Carolina Rules of Civil Procedure to file a responsive pleading to the extent necessary in accordance with a ruling from the Court on the instant motion.

This Motion will be further supported by the pleadings, applicable law, arguments of counsel, a memorandum of law to be filed subsequently, and any other documents, affidavits or materials the Court may receive.

BURR & FORMAN, LLP

s/ Nicholas C.C. Stewart

J. Bennett Crites, III

Nicholas C.C. Stewart

115 Fairchild Street, Suite 200

Daniel Island, SC 29492

bcrites@burr.com

nstewart@burr.com

*Attorneys for Defendants Fountain Inn
Healthcare d/b/a Fountain Inn Post Acute,
Providence Group, Inc., Providence
Administrative Consulting Services, Inc.,
PACS Group, Inc., PACS Holdings, LLC,
and 501 Gulliver Property, LLC*

May 8, 2025
Charleston, South Carolina

MEDIATION AND BINDING ARBITRATION AGREEMENT

made pursuant to the
FEDERAL ARBITRATION ACT (9 U.S.C. § 1 et seq.)
 and pursuant to the
SOUTH CAROLINA UNIFORM ARBITRATION ACT
(S.C. CODE ANN. §§ 15-48-10 et seq.)

This **MEDIATION AND BINDING ARBITRATION AGREEMENT** is entered into on December 22, 2022, by and between
Carlyle Senior Care (hereinafter "Facility") and
Raymond Zeigler ("Resident") and/or
Kimberly Haag, the Resident's Legally Designated Representative, if any.

THIS IS A BINDING AGREEMENT TO ARBITRATE ALL CLAIMS ARISING OUT OF THE RELATIONSHIP BETWEEN RESIDENT AND FACILITY. THE EXPRESS INTENT OF THE PARTIES IS TO SUBMIT ALL CLAIMS TO BINDING ARBITRATION EXCEPT AS EXPRESSLY SET FORTH HEREIN. ANY AMBIGUITY OR DOUBT AS TO THE INTENDED SCOPE OF THIS AGREEMENT SHALL BE RESOLVED IN FAVOR OF SUBMITTING ALL CLAIMS TO BINDING ARBITRATION.

In this **MEDIATION AND BINDING ARBITRATION AGREEMENT** (hereinafter "Agreement"), the following definitions apply:

"Resident" "you" and "your" refers to the Resident identified above who is being admitted to the Facility. Resident also includes Resident's Legally Designated Representative(s), Resident's Responsible Party, Resident's family, and anyone situated in such a manner so as to assert a Claim against the Facility.

"Resident's Legally Designated Representative" refers to the person who possesses actual legal authority to conduct affairs and make decisions on behalf of the Resident. This person includes, but is not limited to, the person who has been appointed as Guardian for the resident, and/or the person who possesses a Power of Attorney executed by the Resident.

"Resident's Responsible Party" refers to _____, who is the person identified as the Resident's Responsible Party in the Admission materials executed by Resident and/or the Resident's Legally Designated Representative, and who has agreed to serve as the primary point of contact for communications between the Facility and the Resident's family.

"Facility" refers to the Facility identified above, and includes the Facility's employees, agents, subcontractors, and parent and affiliated companies (including, but not limited to, Cooke Management Company, Inc.) and their employees and agents.

"Parties" and "party" refers to persons and entities defined within the scope of "Resident" and "Facility."

"Claim(s)" include any and all claims, disputes or controversies of any and every variety between the Parties relating in any respect to the relationship and interactions of the Parties. The Parties' express intent is for this Agreement to apply to Claims that presently exist, as well as any Claims as may arise or come to exist in the future. Except as expressly set forth herein or as excluded in Section II(c) of the Agreement, it is the intent of the Parties that all Claims be resolved between the Parties via binding arbitration.

The Parties agree that any ambiguity with regard to whether or not the Claim(s) fall within the scope of this Agreement should be construed in favor of submitting the Claim(s) to binding arbitration pursuant to the terms of this Agreement.

All Claims must be asserted by the Parties within the time allowed by the applicable statute(s) of limitation.

I. Voluntary Mediation: This Agreement provides for voluntary mediation whereby the Parties may, upon mutual agreement, engage in mediation before resorting to binding arbitration. Mediation is a form of alternative dispute resolution whereby an impartial third party is selected by the Parties to preside over a meeting of the Parties and/or their representatives so to facilitate communication between the Parties, with a goal of bringing the Parties together and negotiating the terms for a mutually agreeable Settlement Agreement. Depending upon the location of the litigation and the nature of the Claims, South Carolina courts presently requires that litigants engage in pre-suit mediation. This Agreement will make such mediation voluntary. The goal of mediation is to resolve the dispute promptly, amicably, and without requiring either Party to engage in the significant time and expense required in the litigation process. The advantage of mediation is that it allows the Parties the opportunity to establish mutually agreeable terms to resolve any Claims. If the Parties do not mutually agree to mediate any Claims between them, then they may proceed directly to arbitration.

(a) **Selection of the Mediation Site and Mediator:** If the Parties mutually agree to mediate any Claims that may arise between them, then the mediation will be conducted at a location either within the County in which the Facility is situated, or at a location mutually agreeable to the Parties. The Parties shall mutually select a certified mediator. The costs of the mediation shall be borne equally by each Party, and each Party shall be responsible for their own legal fees. If the Parties cannot agree upon a location or a mediator for the mediation, or if the Parties are unable to resolve their Claims through mediation, then the Claims shall be resolved by binding arbitration as set forth in this Agreement.

(b) **Settlement at Mediation:** Although the mediation process is voluntary and non-binding, should the Parties reach a settlement in the course of the Mediation that is memorialized into a Settlement Agreement executed by the Parties, this Settlement Agreement's terms and conditions shall be binding upon the Parties.

II. **Binding Arbitration:** Arbitration is a specific method of resolving Claim(s) between the Parties outside of the traditional state or federal court system. Instead of a judge and/or jury resolving the Claim(s), a neutral third party ("Arbitrator") renders the decision, which is binding on both Parties. Generally, an Arbitrator's decision is final and not open to appeal. The Arbitrator will hear both sides present their Claim(s) and their responses to the other Party, and then render a decision based on fairness, law, common sense and the rules established by the arbitration association selected by the Parties in Section II(b) of this Agreement. Because this arbitration is binding, it is the only legal process available to the Parties. Binding Arbitration has been mutually selected by the Parties with the goal of reducing the time, formalities and cost of utilizing the court system.

(a) **Intent of the Parties.** The Parties expressly intend that all matters be resolved by arbitration, including, but not limited to, resolving any questions regarding the applicability and/or enforceability of this Agreement as well as resolving all Claims, existing presently or in the future, between the parties without regard for whether such Claims are presently known or unknown.

(1) **Scope of Agreement:** Unless the Claims are resolved by mediation, or are expressly excluded in Section II(c), or are excluded from the scope of this Agreement by mutual written consent of the Parties, the Parties expressly intend that the binding arbitration provisions of this Agreement apply to any and all Claims arising out of the relationship between the Parties, without regard for the nature of the Claim(s), the facts alleged to support or refute the Claim(s), or circumstances from which the alleged Claim(s) arose. This means that neither the Facility nor the Resident will be able to file a lawsuit in court to resolve any Claim(s) against the other. It also means that both the Facility and the Resident are relinquishing their right to a trial by judge and/or jury to resolve any Claim(s) against the other. The Parties freely choose arbitration, and the Parties understand that the arbitrator's decision is final and binding.

(2) **Implementation of Arbitration:** The Parties expressly intend to arbitrate all Claims; therefore, should the determination be made that a Claim is not subject to arbitration pursuant to the Federal Arbitration Act, then the Parties intend that such Claim shall be arbitrated in accordance with the South Carolina Uniform Arbitration Act. Similarly, should the determination be made that any Claim is not subject to arbitration pursuant to the South Carolina Uniform Arbitration Act, then the Parties intend that such Claim shall be arbitrated in accordance with the Federal Arbitration Act. In the event that the determination is made that any Claim is not subject to arbitration pursuant to either the Federal Arbitration Act or the South Carolina Uniform Arbitration Act, then the Parties hereby stipulate and agree to conduct voluntary binding arbitration in accordance with Section II(b). The Parties agree that this specific provision of this Agreement is enforceable by specific performance by either Party. In the event that despite the Parties' express intent that all Claims be resolve by binding arbitration, it is determined that only certain claims may be arbitrated, then the Parties agree that binding arbitration of those claims shall proceed. This binding arbitration shall proceed during the pendency of any appeal or any other litigation in civil court, unless both Parties mutually agree that this arbitration be stayed.

(3) **Involvement of Interstate Commerce:** The Facility expressly represents and provides notice to the Resident that the Facility must and will engage in interstate commerce in the course of its relationship with Resident. The Resident is aware of this fact, acknowledges this fact, and explicitly expects that interstate commerce will be involved in the course of the relationship between the Parties. The Resident agrees that (s)he could specifically seek residency at a different facility if Resident expected and/or desired to reside in a facility that did not and would not engage in interstate commerce in the course of the relationship between the Parties, which includes, but is not limited to, the provision of care to the Resident. Therefore, it is the express intent and expectation of the Parties that the care provided by the Facility to the Resident will and does involve, implicate, and affect interstate commerce.

The Parties expressly acknowledge and agree that the relationship between the Parties, which includes, but is not limited to, the provision of care, products, and services to the Resident by and through the Facility, necessarily will, and in fact does, necessitate transaction(s) involving and affecting interstate commerce by needing and in fact utilizing people, information and tangible materials that originate out of state and that must be and in fact are transported across state lines to the Facility. The extent of this involvement and affect on interstate commerce includes, but is not limited to: (1) the equipment utilized by the Facility in the course of both general operations and the provision of specific care to the Resident; (2) the medicines prescribed to the Resident; (3) the supplies sought by, prescribed to, and/or provided to the Resident; (4) the staffing of personnel, specialists, and independent contractors at the Facility in the course of the care and treatment of Resident; (5) the information used in the course of the care and treatment of the Resident; and (6) the food and other products offered by the Facility to Resident. Additionally, the Facility is required to comply with state and federal statutes and regulations. Further, the Facility accepts payments from federal programs as well as from out of state providers and out of state income sources.

In the course of providing care, products and services, the Facility cannot and does not limit itself to utilizing only items and services that originate in South Carolina. Therefore, the relationship between the Parties specifically contemplates and requires the purchase, acquisition, and/or utilization of materials, services, and items from outside the state of South Carolina that must be transported across state lines to the Facility, thereby involving, implicating and substantially affecting interstate commerce. The Parties acknowledge and agree that the Facility would be unable to fulfill its obligations to Resident without involving, implicating and substantially affecting interstate commerce within the scope and meaning of Congress' Commerce Clause.

(b) **Procedure for Arbitration.** The Arbitration shall be administered by one of the entities identified below and mutually agreed upon and designated by the Parties:

Option 1: Carolina Dispute Settlement Services); or

Option 2: National Arbitration. Forum

If the options identified above are not mutually agreeable to the Parties, an alternate arbitration forum and/or qualified arbitrator may be mutually agreed upon and identified below:

Option 3: _____

We selection Option _____ (choose options 1, 2 or 3 and initial below)

Initials:

Resident

Resident's Legally
Designated Representative


Resident's
Responsible Party


Facility

Any Request for Arbitration of Claim(s) ("Request") must be submitted in writing to the Arbitrator at the address set forth below in accordance with the procedural rules established by that Arbitrator existing at the time the Request is made. A copy of the Request must also be sent to the Facility at the address set forth below. In the event the Arbitrator is unable or unwilling to serve, then the Resident must provide written Notice to the Facility within thirty (30) days of the Resident's receipt of notice of the Arbitrator's unwillingness or inability to serve. Within thirty (30) days of receipt of this Notice from the Resident, the Facility shall select another neutral arbitration service, either from the list below or from another source, and this alternate arbitration service's procedural rules shall apply to the arbitration proceeding. The Resident's failure to submit a Request within the period set by the applicable state of limitations for the Claim(s) to which the Request applies shall operate as a bar to such Claim(s). A copy of the applicable Rules and Procedures for Arbitration may be acquired from the selected Arbitrator, either online or directly. Judgment on any award rendered by the Arbitrator may be entered in any court having appropriate jurisdiction.

Carolina Dispute Settlement Services:
234 Fayetteville Street Mall, Suite 200
Raleigh, N.C. 27601
Telephone: 1-919-755-4646
Fax: 1-919-155-4644
www.notrials.com

Facility:

National Arbitration Forum
P.O. Box 50191
Minneapolis, MN 55405-0191
Telephone: 1-800-474-2371
Fax: 952-345-1160
www.adrforum.com

Option 3 Alternate Arbitrator:

(c) **Exclusion from Arbitration.** The Parties expressly agree to exclude the following Claim(s) from binding arbitration: (1) guardianship proceedings resulting from the alleged incapacity of the Resident; (2) Claim(s) involving less than Five Thousand Dollars (\$5,000.00); (3) Claim(s) brought after the expiration of the applicable statute(s) of limitation; and (4) any Claim that the Parties mutually agree to resolve in a manner not entailing binding arbitration, either as set forth at the time the Parties execute this Agreement, or as later mutually agreed upon in writing by both Parties. In situations involving Claim(s) excluded from binding arbitration, neither the Resident nor the Facility is required to use the arbitration process, but the Parties may mutually agree to do so should they so choose. Any legal actions related to excluded Claim(s) may be filed and litigated in any court possessing jurisdiction. Additionally, this Agreement shall not impair the rights of the Resident to appeal any transfer and/or discharge action initiated by the Facility to the appropriate administrative agency if such transfer or appeal is governed by State or Federal law prescribing the instances in which a resident may be transferred or discharged, and after the exhaustion of such administrative appeals, to appeal to the court exercising appellate jurisdiction over that administrative agency.

(d) **Right to Legal Counsel.** Both Parties have the right to be represented by legal counsel in any binding arbitration proceedings initiated under this Agreement. Because this Agreement addresses important legal rights, the Facility encourages and recommends that the Resident obtain the advice and assistance of legal counsel to review the legal significance of this binding arbitration provision either prior to signing this Agreement, or subsequent to signing but within the rescission period. Should any Party fail to obtain legal counsel at any point, they do so willingly and voluntarily.

(e) **Location of Arbitration.** The arbitration will be conducted in the County in which the Facility is located, or in accordance with the Arbitrator's applicable rules of procedure (for instance, certain Arbitrators may require that the arbitration take place at their offices), or at another site that is mutually agreeable to the Parties. In the event that the Parties cannot mutually agree upon a location for the arbitration, the Parties shall be bound by the Arbitrator's decision of the location in which the arbitration is to occur.

(f) **Applicable Law.** The Parties agree that the Arbitrator shall apply South Carolina law in order to resolve any state law Claims related to their relationship. The Parties agree that the arbitrator shall apply federal law as set forth by the United State Supreme Court, the Fourth Circuit Court of Appeals and the District Court of South Carolina to any Claims premised upon federal statutes. The Parties agree that the application of South Carolina law in this choice of law provision shall not be construed to prevent the Parties from arbitrating all Claims arising from their relationship. For instance, if a Claim is deemed not able to be arbitrated under the South Carolina Uniform Arbitration Act, then this choice of law provision shall not be construed to prevent application of the Federal Arbitration Act to resolve the Claim via binding arbitration. Further, the Parties agree that the legal maxim that ambiguities should be construed against the party that drafted the document shall not apply; rather the Parties agree that ambiguities, if any, are to be construed in favor of submitting all Claims to binding arbitration.

(g) **Warranty of Capacity and Comprehension.** Resident and, if present, Resident's Responsible Party hereby affirm that (s)he possesses the mental capacity to execute this Agreement and that (s)he has not been diagnosed as incapacitated by a physician or adjudicated as incapacitated by a Court. Both Resident and the Resident's Responsible Party agree and affirm that they have reviewed and understand this Agreement.

Resident

Resident's Responsible Party

In the event that either Resident or Resident's Responsible Party have any concerns or reservations regarding the Resident's capacity, please identify them on space below:

In the event that the Resident is incapacitated, the Resident's Legally Designated Representative hereby affirms and warrants that (s)he possesses actual legal authority to act and make decisions on behalf of the Resident, and that (s)he has entered into this Agreement voluntarily after reviewing and understanding its terms, and (s)he believes that this Agreement is in the best interests of the Resident.

Resident Legally Designated Representative

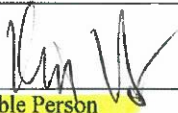
(b) **Allocation of Costs and Fees for Arbitration.** The costs of the arbitration shall be shared equally by each party, and each party shall be responsible for their own legal fees, costs, and expenses.

(i) **Severability.** In the event any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the offending provision shall be severed from the Agreement, and the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby. This provision reflects the Parties intent to arbitrate all Claims.

(j) **Limited Right to Rescind this Agreement.** Resident or, in the event of Resident's incapacity, Resident's Legally Designated Representative, has the right to rescind this Agreement by notifying the Facility in writing within thirty (30) days of the date set forth above. This right to rescind is fully set forth in the attached Notice of Right to Rescind ("Notice"). This Notice must be properly executed by either the Resident or the Resident's Legally Designated Representative and sent via certified mail to the attention of the Facility's Administrator at the address set forth above. The Notice must be post-marked within thirty (30) days of the execution of this Agreement. The Notice may also be hand-delivered to the Administrator and the acknowledgement of the Notice's receipt must be executed and dated within the same thirty (30) day period. The filing of a Claim in a court of law within the thirty (30) days provided for above will automatically rescind this Agreement without any further action by Resident or Resident's Legally Designated Representative.

(k) **Entire Agreement.** The Parties agree that, with respect to the subject matter hereof, this Agreement constitutes the full and complete understanding and agreement of the Parties. The Parties also agree that there is absolutely no agreement or reservation not clearly expressed herein, and that the execution hereof is with the full knowledge that this Agreement covers all possible Claims between the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, personal representatives, successors, purchasers and assigns.

Resident



Responsible Person

Resident Legally Designated Representative



Legally Designated Facility Representative

Title Admissions

MANAGEMENT AND OPERATIONS TRANSFER AGREEMENT

This MANAGEMENT AND OPERATIONS TRANSFER AGREEMENT (this “**Agreement**”) is made and entered into as of this 14th day of March, 2023 (“**Execution Date**”), by and between Carlyle Senior Care of Fountain Inn, LLC, a South Carolina limited liability company (“**Existing Operator**” or “**Licensee**”) and Fountain Inn Healthcare, LLC a South Carolina limited liability company (“**New Operator**”).

RECITALS

A. Existing Operator is the licensed operator of that certain facility commonly known as Carlyle Senior Care of Fountain Inn, and located at 501 Gulliver Street, Fountain Inn, SC South Carolina 29644 (the “**Facility**”).

B. Effective upon the Operations Transfer Date, New Operator will occupy the Facility as a manager for Licensee pursuant to the terms hereof and during the Management Period (as defined below).

C. In order to facilitate a transition of operational and financial responsibilities from Licensee to New Operator in a manner which will ensure the continued operation of the Facility after the Operations Transfer Date in compliance with applicable law and in a manner which does not jeopardize the health and welfare of the residents of the Facility, Licensee and New Operator desire to document the terms and conditions on which New Operator will manage the Facility for Licensee as of the Operations Transfer Date and certain other terms and conditions relevant to the transition of operational and financial responsibilities from Licensee to New Operator.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants of the parties set forth herein, it is hereby agreed as follows:

1. Definitions

1.1 “**Evidence of Licensure**” means, in the event the issuance or transfer of a License cannot occur on or prior to the Transition Date, New Operator shall provide Existing Operator with a letter or other form of written assurance, the sufficiency of which shall be determined in Existing Operator’s and New Operator’s good faith discretion (which shall not be unreasonably withheld, delayed, or conditioned), from the applicable Governmental Authority indicating that, all pre-Transition Date conditions for the issuance of the Licenses have been satisfied, and the New Operator may continue to operate the Facility lawfully without an interruption in service or licensure.

1.2 “**Governmental Authority(ies)**” means any state or federal governmental agency or authority with jurisdiction over the Licenses (as defined herein) and Facility.

1.3 “**Knowledge**” means, when used with respect to Licensee, the actual knowledge of Rick Cranford and the current licensed administrator of the Facility (“**Licensee’s Knowledge Individuals**”), and not to any other persons, and shall not apply to or to be construed to apply to information or material which may be in the possession of Licensee generally or incidentally, but which is not actually known to Licensee’s Knowledge Individuals. In no event

shall Licensee's Knowledge Individual be personally liable for the breach of any representation or warranty contained in this Agreement.

1.4 "***Licenses***" means a facility license, certificate of need and/or any other license or permit for the Facility required by any federal or Governmental Authorities with jurisdiction over the Facility, so that, on the Transition Date, New Operator shall have all legal authority to operate the Facility as a licensed skilled nursing facility, as defined by the laws of South Carolina.

1.5 For purposes hereof, the "***Operations Transfer Date***" shall be April 1, 2023.

1.6 For purposes hereof, "***Third Party Payor Programs***" means Medicare, Medicaid, CHAMPUS, TRICARE, managed care plans, and any other private health care insurance programs and employee assistance programs as well as any future similar programs.

1.7 For purposes hereof, the "***Transition Date***" shall be the date upon which New Operator shall have received the Licenses or Evidence of Licensure from the South Carolina Department of Health and Environmental Control deemed sufficient by Existing Operator and New Operator with advice of their respective counsel.

2. Conditions Precedent. For purposes hereof, the "***Conditions Precedent***" to the transfer of operations shall be: (a) the execution and delivery by Licensee of the Assignment and Assumption of Admission Agreements in the form attached hereto as "**EXHIBIT A**", (b) the execution and delivery by Licensee of the Assignment and Assumption of Agreements in the form attached hereto as "**EXHIBIT B**" relating to the Assumed Contracts (as defined in Section 17(a) hereof), (c) the execution and delivery by Licensee of the Bill of Sale in the form attached here as "**EXHIBIT C**", and (d) the execution of the Purchase and Sale Agreement by and among LARK of Fountain Inn, LLC, a South Carolina limited liability company, and 501 Gulliver Property, LLC, a South Carolina limited liability company dated as of March 10, 2023 ("***Purchase and Sale Agreement***").

3. Management of the Facility. Commencing on the Operations Transfer Date and ending on the Transition Date (this period being known as the "***Management Period***"), Licensee hereby appoints New Operator as its sole and exclusive manager of the Facility. Any management agreement existing before the Operations Transfer Date, shall be terminated as of the Operations Transfer Date. The performance of all activities by New Operator hereunder shall be on behalf of Existing Operator. Existing Operator retains ultimate authority and legal responsibility for the operation and control of the Facility, subject to Existing Operator possessing a right of indemnity against New Operator for all liabilities, costs, and expenses, including reasonable attorneys' fees, arising from the acts or omissions of the New Operator. By entering into this Agreement, Existing Operator does not delegate to New Operator any powers, duties or responsibilities that Existing Operator is not authorized by law to delegate. Licensee shall exercise commercially reasonable efforts to cooperate with New Operator in all respects to make the transition in management of the Facility to New Operator as smooth as reasonably possible. Unless sooner terminated by either party, this Agreement shall terminate by its terms as of January 1, 2024 ("***Outside Termination Date***"), if the Conditions Precedent have not been satisfied or waived. The Outside Termination Date may be extended by Existing Operator in its sole discretion for unlimited additional thirty

Initials:

Licensee: _____ / New Operator: _____

(30) day periods, so long as New Operator is diligently pursuing satisfaction of the Conditions Precedent.

3.1 In connection with New Operator's assumption of operational and financial responsibility for the Facility, New Operator shall be permitted to bill under the Licensee's Medicare Agreement and Medicaid Agreement, utilizing Licensee's Submitter ID and NPI numbers and/or Medicaid provider number ("**Provider Numbers**"), as applicable, during the Billing Period (as defined below). In no event shall New Operator bill under the Medicare Agreement or Medicaid Agreement following expiration of the Billing Period. In addition to making Licensee a named insured under its insurance, New Operator shall indemnify and hold Existing Operator harmless from and against any and all liabilities while New Operator is using Licensee's Medicare Agreement and/or Medicaid Agreement following the Operations Transfer Date. Licensee shall cooperate with New Operator in granting New Operator with credentials to manage Licensee's Provider Numbers, whether online or otherwise. Notwithstanding the foregoing, Licensee shall remain ultimately responsible for the daily operational decisions and the care delivered to the residents at the Facility during the Management Period and accordingly, Licensee shall have the right to confer and consult with New Operator on any administrative, business, or management matters concerning the operation of the Facility during the Management Period and shall maintain read-only access to all software, billing and accounting systems, and bank accounts; provided, however, such ultimate responsibility shall not relieve New Operator from its obligations specified in this Section 3, all of which shall apply during the Management Period.

3.1.1. For purposes hereof, the "**Billing Period**" shall mean the period from the Operations Transfer Date to the earlier to occur of (A) in the case of Medicare, the date on which CMS issues a tie-in notice and the fiscal intermediary has terminated Licensee's right to submit claims under the Medicare provider number, and (B) in the case of Medicaid, the Transition Date, and (C) the date which is nine (9) months following the Operations Transfer Date. If, notwithstanding New Operator's continuing best efforts, the Medicare tie-in notice shall not have been issued or a new Medicaid provider agreement shall not have been issued to New Operator within such nine (9) month period, as applicable, Licensee, upon New Operator's written request, shall agree to unlimited 30 day extensions of the Transition Period, as may be necessary for New Operator to complete the applicable certification process. For all such 30 day extension periods, New Operator shall pay Licensee the sum of One Hundred Fifty and No/100 Dollars (\$150.00) per hour actually spent by Existing Operator and/or Carlyle Senior Care Management Company, Inc.'s employees to address the delayed transition. Licensee shall supply New Operator with documentation of time spent, including a narrative of the activity or work.

3.2 New Operator shall arrange (utilizing Facility personnel as appropriate), and pay at its sole cost and expense, for the provision of the bookkeeping, accounting, and administrative functions, including, but not limited to, the following, as reasonably necessary for the efficient and proper operation of the Facility:

3.2.1. Preparation and maintenance of business records and financial and other reports;

Initials:

Licensee: _____ / New Operator: _____

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3.2.2. Establishment and administration of accounting procedures and controls;

3.2.3. Financial and business planning;

3.2.4. Payment of accounts payable;

3.2.5. Preparation and completion of any reports and forms that may be required by governmental agencies;

3.2.6. Billing, processing and collection of accounts receivable, including the billing and completion of any reports and forms that may be required by insurance companies, governmental agencies, or other third-party payors; and

3.2.7. Providing and processing of all employee record keeping, payroll accounting (including social security and other payroll tax reporting), and benefits for all employees of the Facility.

3.3 New Operator shall arrange for the maintenance, repair, trash removal, and janitorial services which may be necessary to maintain the Facility and equipment in a clean and safe condition, in compliance with applicable law, and in good repair in accordance with standards established by the Lease.

3.4 New Operator shall arrange for the utilities reasonably required for operation of the Facility, including, but not limited to, telephone, electricity, gas, water and refuse disposal.

3.5 New Operator shall arrange for the provision and replenishment, as New Operator deems necessary and as necessary to meet any minimum requirements established under applicable law, of all supplies and Inventory (as defined in Section 15(d) hereof) used in the Facility. Licensee's only obligation with respect thereto shall be to ensure that the levels of supplies and inventory at the Facility, including, without limitation, perishable food, non-perishable food, central supplies, linen, housekeeping and other supplies, on the Operations Transfer Date is of a condition, quantity and quality sufficient to meet the regular operating needs of the Facility for a seven-day period following the Operations Transfer Date.

3.6 Subject to and consistent with Section 15 hereof, New Operator shall hire all employees whom New Operator determines to be necessary to effectively and efficiently operate the Facility as employees-at-will.

3.7 New Operator, on behalf of the Facility, shall arrange for maintenance of the payroll records of all employees, for the issuance of paychecks to employees, and for the payment and withholding from such paychecks of appropriate amounts for income tax, social security, unemployment insurance, and for all benefits, including vacation, holidays, sick leave, and other benefits in accord with the approved policies.

Initials:

Licensee: _____ / New Operator: _____

3.8 New Operator shall have the right, in its sole discretion, to revise the fee schedules for the services rendered by the Facility, provided that New Operator shall consult with Licensee before doing so.

3.9 Following the Operations Transfer Date, New Operator shall operate the Facility during the Management Period under a different d/b/a, and shall indemnify, defend and hold Licensee harmless to any trademark or service mark violations or other legal actions arising therefrom.

3.10 In conformity with applicable law, Licensee and New Operator shall not discriminate against Medicare and Medicaid residents who request services at the Facility.

3.11 New Operator shall comply with any and all codes, ordinances, rules, regulations, and requirements of all federal, state, and municipal authorities now in force, or which may hereafter come to be in force, pertaining to the Facility and its operations, including by managing the Facility in accordance with quality assessment performance improvement programs and a compliance plan formally adopted and maintained by New Operator to ensure that the operation of the Facility, and the delivery of services to residents and the billing and collection of reimbursement is accomplished in accordance with any and all codes, ordinances, rules, regulations, and requirements of all federal, state, and municipal authorities now in force, or which may hereafter come to be in force.

3.12 New Operator shall procure and maintain during the Management Period all insurance necessary and appropriate to the operation and maintenance of the Facility, which insurance shall be primary. The Licensee and Carlyle Senior Care Management Company, Inc., shall be named as an additional named insured/loss payee, as applicable, during the Management Period. New Operator shall keep such coverage in effect and provide updated certificates for the applicable statute of limitations period in which any claims may be brought against Licensee or Licensee's parents, affiliates, shareholders, members, affiliates, directors, officers, representatives or advisers. Any liability, costs, deductibles, or expenses of any sort, including attorneys' fees, shall be recoverable from New Operator pursuant to Licensee's right to indemnification from New Operator.

3.13 New Operator shall reasonably cooperate, participate in and be responsible for any survey, inspection or site investigation conducted by a Governmental Authority or regulatory, certifying or accrediting entity with authority or jurisdiction over the Facility to the extent the survey, inspection, or site investigation is related to operations after the Operations Transfer Date. If the survey, inspection, or site investigation is related to operations prior to the Operations Transfer Date, New Operator shall reasonably cooperate and participate in such events, but Licensee shall remain responsible for the survey, inspection, or site investigation. New Operator shall provide notice to Licensee of any reportable events, adverse events, inspections, or surveys by any state or federal entity during the Management Period. New Operator shall provide Licensee with copies of any responsive documents, including reports, plans of correction, and audits.

3.14 To the extent Licensee has received CMS Accelerated and Advance Payments ("AAPs") during 2020 or 2021 that have not yet been utilized, at the option of Licensee,

Initials:

Licensee: _____ / New Operator: _____

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Licensee shall either (i) repay such unused AAPs in full to CMS on or before the Operations Transfer Date; or (ii) shall transfer or credit the entirety of any such remaining AAPs to New Operator. With regard to any AAPs received by Licensee during 2020 or 2021 that have been utilized as of the Operations Transfer Date, the total amount of any such AAPs utilized as of such date shall, at the option of Licensee, either be (i) repaid to CMS in full on or before the Operations Transfer Date, or (ii) deposited into an escrow account (pursuant to a mutually agreed upon escrow agreement) and utilized to offset any recoupments of such AAPs by CMS against any management fees due and owing to New Operator on a monthly basis. In the event CMS forgives the recoupment of AAPs and Existing Operator has elected to transfer the amount of AAPs into an escrow account, the Parties agree that such amount shall be released to Existing Operator within five (5) days of such CMS determination.

3.15 To the extent Licensee has received any monies from the CARES Act Provider Relief Fund ("PRF") in either 2020 or 2021 which have not been utilized by Licensee as of the Transfer Date, such monies will be refunded to the United States Department of Health and Human Services ("DHHS") and shall not transfer to New Operator. In the event that the PRFs received in 2020 or 2021 have been fully utilized as of the Transfer Date, Licensee will provide written documentation of such utilization to New Operator, as well as a representation that such monies were used in compliance with the CARES Act and guidance issued thereunder. With regard to all PRF monies received prior to the Transfer Date, Licensee shall remain solely liable for the representations made in any application and required attestation to the DHHS. Licensee shall be solely liable for all costs, fees (including but not limited to attorneys' fees), fines, penalties, or damages arising from any audit by any Governmental Authority related to the utilization of PRF monies received prior to the Transfer Date. In the event that New Operator is named in any audit, in any civil, criminal, or administrative charge under the False Claims Act (31 USC Section 3729 *et al.*), or any other local, state, or federal law related to the application, attestation, or utilization of PRF monies received prior to the Transfer Date, Licensee agrees that it shall indemnify, defend, protect and hold New Operator harmless from the same. For the purpose of clarification, any PRF monies applied for and received by New Operator after the Transfer Date shall be the sole responsibility of the New Operator. In the event that the Existing Operator is named in any audit, in any civil, criminal, or administrative charge under the False Claims Act (31 USC Section 3729 *et al.*), or any other local, state, or federal law related to the application, attestation, or utilization of PRF monies received by New Operator after the Transfer Date, New Operator agrees that it shall indemnify, defend, protect and hold Existing Operator harmless from the same.

3.16 To the extent that: (a) Licensee has made or makes any applications for any PRF, grants, or other monies (of any kind whatsoever), governmental or non-governmental, to address any impact, financial or otherwise, related to the COVID-19 pandemic which are approved and monies issued during the Management Period; or (2) Licensee receives any monies or funds for the Facility and/or its operations from any source, governmental or non-governmental, whether the result of Licensee's application or not, during the Management Period (other than envisioned in this Agreement) ("Interim Monies"), then the Parties will work cooperatively to ensure such Interim Monies are deployed in accordance with any applicable requirements. New Operator shall be solely liable for all costs, fees (including but not limited to attorneys' fees), fines, penalties, or damages related to the utilization of PRF, grants, or other monies (of any kind whatsoever) received on or after the Transfer Date. In the event that the Existing Operator is named in any audit, in any civil, criminal, or administrative charge under the False Claims Act (31 USC Section 3729 *et al.*),

Initials:

Licensee: _____ / New Operator: _____

or any other local, state, or federal law related to the application, attestation, or utilization of any applications or receipt of any Interim Monies, New Operator agrees that it shall indemnify, defend, protect and hold Existing Operator harmless from the same.

3.17 In the event that the New Operator's acts and/or omissions result in the Existing Operator and/or its management company, Carlyle Senior Care Management Company, Inc.'s active involvement (beyond review of the reports related to same), and such involvement is required so to preserve the viability of the Existing Operator's licensing and/or Provider Agreement, then New Operator shall reimburse Existing Operator and/or Carlyle Senior Care Management Company, Inc., for its reasonable costs and time. Time shall be reimbursed at the rate of One Hundred Fifty and No/100 Dollars (\$150.00) per hour actually spent by Existing Operator and/or Carlyle Senior Care Management Company, Inc.'s employees facilitating retention of the licensing and Provider Agreement. Existing Operator and/or Carlyle Senior Care Management Company, Inc., shall supply New Operator with documentation of time spent, including a narrative of the activity or work.

4. Billings, Collections and Accounts Receivable

4.1 New Operator shall, on behalf of Licensee, bill residents and payors and use its commercially reasonable efforts to collect all cash revenue resulting from Facility operations during the Billing Period. Licensee agrees to exercise commercially reasonable efforts to cooperate with New Operator to make available such billing and accounting information and to provide such financial records for review as shall be necessary to accomplish the billing and collection of patient charges for services provided for in this Section 4.1 and to cooperate with New Operator in the completion of reports and claim forms as necessary to procure payments and reimbursement from governmental agencies, insurance carriers or other third party payors. During the Billing Period, Licensee authorizes New Operator to do the following:

4.1.1. To bill residents in Licensee's name, on Licensee's behalf, and under Licensee's Provider Numbers, specifically including, without limitation, services provided to Medicare and Medicaid residents during the Billing Period, and the resulting revenue will be treated as revenue of Licensee (subject to New Operator's right to direct the use of such funds as herein provided and subject to New Operator's right to the Management Fee pursuant to Section 5 hereof).

4.1.2. To collect accounts receivable resulting from such billing in Licensee's name and on Licensee's behalf;

4.1.3. To receive payments from insurance companies, prepayments from health care plans, and payments from all other third-party payors;

4.1.4. To take possession of and endorse in the name of Licensee any notices, checks, money orders, insurance payments, and other instruments received in payment of the accounts receivable resulting from such billing and deposit them directly in New Operator's account; and

Initials:

Licensee: _____ / New Operator: _____

4.1.5. To initiate legal proceedings in Licensee's name in accordance with policies reasonably approved by Licensee to collect any accounts or monies owed to the Facility or Licensee related to the Facility during the Management Period.

4.2 In compliance with applicable law, Licensee shall maintain sole control and have sole signature authority with respect to its deposit accounts where Licensee receives payments from Medicare, Medicaid, and any other state or federal health care program (the "***Government Healthcare Receivables Account***").

4.3 New Operator shall have the right to open one or more bank accounts for the Facility in the name of Licensee (the "***Management Account***"), the authorized signatories of which shall consist solely of persons designated by New Operator. Licensee agrees that it will not take any actions that interfere with the transfer of funds for services rendered by New Operator after the Operations Transfer Date into the Management Account, nor will Licensee remove, withdraw or authorize the removal or withdrawal of any such funds from the Management Account. Amounts deposited into Licensee's bank account for any reason and relating to operations of the Facility after the Operations Transfer Date shall be transferred, within five (5) business days, by Licensee into the Management Account. Licensee expressly authorizes New Operator to endorse checks made payable to Licensee and to deposit the same in the Management Account, unless such checks are required to be paid into Licensee's bank account under this Agreement (e.g., for amounts paid to Licensee for services rendered prior to the Operations Transfer Date) or applicable law. New Operator shall indemnify Licensee for all liabilities, costs, and expenses, including attorneys' fees, arising from it opening and operating accounts in Licensee's name.

4.4 All cash revenue received during the Management Period related to operating revenues for services rendered by New Operator on and after the Operations Transfer Date shall be the sole property of New Operator, rather than Licensee. All funds received before, during or after the Management Period related to the operating revenues for services rendered by Licensee prior to the Operations Transfer Date shall be the sole property of Licensee.

4.4.1. If Licensee directly or indirectly receives any such cash revenue during the Management Period which relates to the Management Period, Licensee shall immediately forward any such receipts to New Operator, together with the applicable remittance advices, within five (5) business days, for deposit in the Management Account. If New Operator directly or indirectly receives any cash revenue during the Management Period which relates to the period prior to the Management Period, New Operator shall within five (5) business days forward any such receipts to Licensee, together with applicable remittance advices.

4.4.2. New Operator shall use the cash revenues which relate to the operation of the Facility during the Management Period, or, if necessary, make available additional cash, to pay for expenses incurred during the Management Period, including both expenses paid during such period and expenses which are due after the Management Period but which were incurred during the Management Period.

4.5 In furtherance and not in limitation of the allocation of revenues provided for in Sections 4.3 and 4.4.1 of this Agreement, New Operator and Licensee agree as follows:

Initials:

Licensee: _____ / New Operator: _____

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4.5.1. If such payments either specifically indicate on the accompanying remittance advice, or if the parties agree, that they relate to the period prior to the Operations Transfer Date, they shall be retained by or forwarded to Licensee, along with the applicable remittance advice in accordance with the provisions of Section 4.4 above.

4.5.2. If such payments indicate on the accompanying remittance advice, or if the parties agree, that they relate to the period from and after the Operations Transfer Date, they shall be forwarded to or retained by New Operator, along with the applicable remittance advice, in accordance with the provisions of Sections 4.3 and 4.4.1.

4.5.3. If such payments indicate on the accompanying remittance advice, or if the parties agree, that they relate to periods for which both parties are entitled to reimbursement under the terms hereof, the portion thereof which relates to the period prior to the Operations Transfer Date shall be disbursed in accordance with the provisions of Section 4.4 and the balance shall be retained by or remitted to New Operator in accordance with the provisions of Sections 4.3 and 4.4.1.

4.5.4. Any payments received by New Operator from and after the Operations Transfer Date from or on behalf of private pay residents with outstanding balances as of the Operations Transfer Date which fail to designate the period to which they relate (an “**Undesignated Payment**”), will, for the first ninety (90) day period after the Operations Transfer Date, first be applied by New Operator to reduce the residents’ pre-Operations Transfer Date balances, with any excess applied to reduce any balances due for services rendered by New Operator from and after the Operations Transfer Date; after said ninety (90) day period such Undesignated Payment may be retained by New Operator to reduce the patient’s post-Operations Transfer Date balances, with any excess remitted to Existing Operator.

4.5.5. All amounts owing to Licensee or New Operator under this Section 4.5 shall be settled within five (5) business days after the payment was received.

4.5.6. In the event the parties mutually determine that any third party payors or private pay residents are entitled to a refund of payments, the portion thereof that relates to the period from and after the Operations Transfer Date shall be paid by New Operator and the portion thereof that relates to the period prior to the Operations Transfer Date shall be paid by Licensee to such third party payor or private pay resident.

4.5.7. In the event the parties mutually determine that any payment hereunder was misapplied by the parties, the party which erroneously received said payment shall remit the same to the other within five (5) business days after said determination is made.

4.5.8. Until the earlier of (i) the date that Licensee receives, payment of all accounts receivable attributed to the operation of the Facility prior to the Operations Transfer Date, and (ii) one hundred twenty (120) days after the Operations Transfer Date, New Operator shall provide Licensee and Landlord with an accounting before the end of each month setting forth all amounts received by New Operator during the preceding month with respect to the accounts receivable of Licensee which are set forth in the schedule provided by Licensee to New Operator within no more than thirty (30) days after the Operations Transfer Date.

Initials:

Licensee: _____ / New Operator: _____

4.5.9. Upon ten (10) days after written request, and for a one hundred twenty (120) days after the Operations Transfer Date, Licensee shall provide New Operator with an accounting setting forth any amounts received by Licensee during the preceding month with respect to payments from the residents of the Facility which are due and owing to New Operator in accordance with the terms of this Section 4.5, which accounting shall be accompanied by applicable remittance advices.

4.5.10. Licensee and New Operator shall have the right to inspect, no more frequently than once per month, all cash receipts of the other party during weekday business hours on reasonable prior notice in order to confirm such party's compliance with the obligations imposed on it under this Section 4.5.

4.6 Licensee shall be responsible for the collection of the Licensee's accounts receivable which accrued prior the Operations Transfer Date.

5. Management Fee

5.1 For its services under Sections 3 and 4, New Operator shall be entitled to a fee (the "**Management Fee**") equal to the Facility's operating revenues less all operating expenses resulting from operation of the Facility during the Management Period (which rent and related expenses are not required to be paid by Existing Operator during the Management Period), calculated in accordance with New Operator's standard bookkeeping practices.

5.2 If the Facility incurs losses during the Management Period, New Operator shall be solely responsible for such losses and shall indemnify, protect, defend and hold Licensee harmless from all claims, demands, liability, and losses related thereto, including attorneys' fees.

5.3 The Management Fee is based upon revenues earned and expenses incurred during the Management Period, as determined in accordance with New Operator's standard bookkeeping practices. New Operator has no responsibility to pay for expenses during the Management Period which were incurred or accrued prior to the Operations Transfer Date, it being understood and agreed that revenues and expenses will be prorated in the manner set forth in Section 10.

6. Change of Ownership.

Effective on the Transition Date and only if requested by New Operator, Licensee shall assign to New Operator its Medicare and, if requested by New Operator and if permitted by applicable Law, Medicaid provider agreements consistent with Section 13(e).

7. Admission Agreements.

On the Operations Transfer Date, Licensee and New Operator will enter into an Assignment and Assumption of Admissions Agreements in the form attached hereto as "**EXHIBIT A**" pursuant to which Licensee will assign to New Operator and New Operator will assume all of Licensee's right, title and interest in and to and obligations accruing on and after the Operations Transfer Date under the admission agreements with the persons who are residing at the Facility on the Operations Transfer Date (the "**Assigned Admission Agreements**"); provided, however, that

Initials:

Licensee: _____ / New Operator: _____

the Assignment and Assumption Agreement shall specifically provide that nothing therein shall be construed as imposing any liability on New Operator for the acts or omissions of Licensee under the Assigned Admission Agreements prior to the Operations Transfer Date.

8. Transfer of Resident Funds.

8.1 On the Operations Transfer Date, Licensee shall deliver to New Operator all funds held for and on behalf of residents at the Facility (collectively the “***Resident Funds***”).

8.2 On the Operations Transfer Date, Licensee hereby agrees to transfer to New Operator the Resident Funds and New Operator hereby agrees that it will accept such Resident Funds in trust for the residents/responsible parties and be solely accountable to the residents/responsible parties for such Resident Funds in accordance with the terms of this Agreement and applicable statutory and regulatory requirements.

8.3 Licensee presently holds a Resident Trust Fund Surety Bond as required by the applicable statutes and regulations. Licensee shall cancel its bond on the Operations Transfer Date, and New Operator shall have its own Resident Trust Fund Surety Bond in full force and effect by the Operations Transfer Date, and shall provide Licensee with a copy of same.

8.4 Within fifteen (15) days after the Operations Transfer Date, Licensee shall prepare a final reconciliation comparing the actual Resident Fund balance on the Operations Transfer Date to the amount of the Resident Funds to be transferred to New Operator on the Operations Transfer Date, and, to the extent the former exceeds the latter, Licensee shall remit such excess to New Operator or to the extent the latter exceeds the former, New Operator shall remit such excess to Licensee.

8.5 New Operator shall have no responsibility as to the applicable resident/responsible party and regulatory authorities for any shortfall in the event the Resident Funds delivered by Licensee to New Operator pursuant to Section 8.2 are demonstrated to be less than the full amount of the Resident Funds for such resident as of the Operations Transfer Date or for claims which arise from actions or omissions of Licensee with respect to the Resident Funds prior to the Operations Transfer Date but all of the foregoing shall be and remain the responsibility of Licensee and Licensee shall indemnify, defend, protect and hold New Operator harmless from the same.

8.6 Licensee shall have no responsibility as to the applicable resident/responsible party and regulatory authorities for any shortfall in the event the Resident Funds administered by New Operator are demonstrated to be less than the full amount of the Resident Funds for such resident following the Operations Transfer Date, and/or for claims which arise from actions or omissions of New Operator with respect to the Resident Funds following the Operations Transfer Date, but all of the foregoing shall be and remain the responsibility of New Operator, which shall indemnify, defend, protect and hold Licensee harmless from the same.

8.7 Except as specifically set forth herein, Licensee shall have no responsibility to the applicable resident/responsible party and regulatory authorities with respect to any Resident Funds delivered to New Operator.

Initials:

Licensee: _____ / New Operator: _____

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9. Costs and Prorations.

9.1 As between New Operator and Licensee, Facility revenues (including, without limitation, any amount paid to Licensee prior to the Operations Transfer Date for services to be rendered on and after the Operations Transfer Date from social security payments, private pay residents' security deposits and prepayments, applied income payments, resident trust prepayments, etc.), Facility operating expenses (other than the Retained Liabilities (defined in Section 17.1 below), bed taxes, utility charges for the billing period in which the Operations Transfer Date occurs, real and personal property taxes (except as otherwise provided herein) and prepaid expenses, the premiums for any flood insurance coverage which may be in effect with respect to the Facility and provide coverage for the benefit of New Operator with respect to a period which extends beyond the Operations Transfer Date and other related items of revenue or expense attributable to the Facility shall be prorated between Licensee and New Operator as of the Operations Transfer Date. In general, such prorations shall be made so that as between New Operator and Licensee, Licensee shall be reimbursed for prepaid expense items to the extent that the same are applied to expenses attributable to periods on and after the Operations Transfer Date and Licensee shall be charged for unpaid expenses to the extent that the same are attributable to periods prior to the Operations Transfer Date; provided, however, prepaid license or permit fees shall not be a proratable expense. This provision shall be implemented by New Operator remitting to Licensee any invoices (or the applicable portion thereof in the case of invoices which cover periods both prior to and after the Operations Transfer Date) which describe goods or services provided to the Facility before the Operations Transfer Date and by New Operator assuming responsibility for the payment of any invoices (or portions thereof) which describe goods or services provided to the Facility on and after the Operations Transfer Date; provided, however, that notwithstanding any provision of this Agreement to the contrary, any and all deposits paid by Licensee with respect to the Facility, including without limitation, any and all lease, security and/or utility deposits paid to, and/or cash or other collateral held by, any landlord, utility, insurance company or surety shall remain the sole and exclusive property of Licensee, and New Operator shall have no right or interest therein or thereto, and to the extent that Licensee does not receive a return of any such deposit on the Operations Transfer Date and such security deposit has been assumed by New Operator, New Operator shall reimburse the Licensee on the Operations Transfer Date the full amount of any such security deposit assumed by New Operator.

9.2 All such prorations shall be made on the basis of actual days elapsed in the relevant accounting or revenue period and shall be based on the most recent information available to Licensee. Utility charges which are not metered and read on the Operations Transfer Date shall be estimated based on prior charges for the same relevant time period, and shall be re-prorated upon receipt of statements therefor as of the Operations Transfer Date. Any state mandated licensing fees shall not be prorated. New Operator shall obtain its own insurance coverage covering all periods commencing on and after the Operations Transfer Date and for the duration of the Management Period, and shall name Licensee as an "Additional Insured" to said insurance coverage policies.

9.3 All amounts which are subject to proration under the terms of this Agreement and which require adjustment after the Operations Transfer Date shall be settled within ten (10) days after the Operations Transfer Date or, in the event the information necessary for such

Initials:

Licensee: _____ / New Operator: _____

adjustment is not available within said ten (10) day period, then within seven (7) business days of receipt of information by either party necessary to settle the amounts subject to proration.

9.4 On the Operations Transfer Date, Licensee may remove from the Facility any petty cash and any other funds maintained at or for the Facility immediately prior to the Operations Transfer Date, other than Resident Funds, which shall be handled in the manner set forth in Section 8.

9.5 In addition to any costs for which New Operator is responsible under Section 6 hereof, New Operator shall be solely responsible for all costs, fees and expenses incurred by it in connection with the transfer of operations of the Facility as contemplated hereunder, including but not limited to the cost of any training of the Facility's employees which it may elect to undertake with the approval of Licensee, which approval shall not be unreasonably withheld, conditioned or delayed, provided such training is conducted in a manner which does not disrupt the operation of the Facility prior to the Operations Transfer Date, and the cost of any due diligence that it undertakes in furtherance of such transfer of operations, including but not limited to, the costs of any examination or copying by New Operator or its agents of any books, records, patient files or other operational or fiscal information and data of any kind of Licensee or the Facility. In furtherance and not in limitation of the foregoing, in the event that in the process of any such employee training Licensee shall incur any out of pocket costs or expenses related to the use of its employees, equipment and/or the provision of any such information, New Operator shall, within seven (7) days after a written demand therefor accompanied by reasonably detailed supporting documentation, reimburse Licensee for all of such out of pocket costs and expenses.

10. Access to Records.

10.1 On the Operations Transfer Date, Licensee shall provide access and make available to New Operator all records reasonably necessary for the efficient, continued operation of the Facility. Licensee and New Operator shall coordinate together to identify which documents New Operator intends to retain original copies, and which may be removed by Licensee. Licensee shall remove from the Facility (a) the originals of the financial records which relate to its operations at the Facility, including all accounts payable and accounts receivable records; *provided, however*, Licensee shall leave copies of such records at the Facility in order to facilitate the provisions of this Agreement, (b) the originals of any proprietary materials related to its overall corporate operations, (c) the originals of all performance improvement data, *provided, however*, Licensee shall leave copies of such records at the Facility in order to facilitate the provisions of this Agreement and provide quality care to residents, (d) originals of employee records for all former employees not employed by New Operator, (e) copies of Retained Employee records, (f) copies of resident records for all former residents no longer residing at the Facility, and (g) legacy records stored either on-site or off-site. With regard to original records described in 10.1(a) through (g) above, Licensee agrees to maintain such records for any applicable statutory or regulatory retention period. New Operator shall not have any liability or responsibility for maintaining the original records described in 12.1(a) through (d), and (g) above. Notwithstanding anything to the contrary in this Agreement, Licensee and New Operator agree that all information, records and data collected or maintained regarding Facility residents shall be confidential. Licensee, New Operator, and their respective employees and agents shall maintain the confidentiality of all Facility resident information received in accordance with applicable South Carolina and federal laws, including

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Licensee: _____ / New Operator: _____

HIPAA, the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91) (“**HIPAA**”) the Health Information Technology for Economic and Clinical Health Act Public Law 111-005 (“**HITECH**”) and the regulations issued in connection therewith. No employee or agent of Licensee or New Operator shall discuss, transmit or narrate in any manner any Facility resident information of a personal, medical, or other nature except as a necessary part of providing services to the resident, effectuating a transfer of the Facility operations, or otherwise fulfilling its obligations under this Agreement or under law. The obligations under this Section 10.1 shall survive the termination of this Agreement, whether by rescission or otherwise as amended and the regulations issued in connection therewith.

10.2 From and after the Operations Transfer Date, New Operator shall allow Licensee and its agents and representatives to have reasonable access to (upon reasonable prior notice and during normal business hours), and to make copies of, the books and records and supporting material of the Facility relating to the period prior to and including the Operations Transfer Date, to the extent reasonably necessary to enable Licensee to among other things investigate and defend malpractice, employee or other claims, to file or defend cost reports and tax returns, to complete/revise, as needed, any patient assessments which may be required for Licensee to seek reimbursement for services rendered prior to the Operations Transfer Date, to verify accounts receivable collections due Licensee and to file exceptions to the Medicare routine cost limits for the cost reporting periods prior to and including the Operations Transfer Date.

10.3 Licensee shall have the right, at Licensee’s sole cost and expense, five (5) days after the delivery of a reasonable request therefore to New Operator to enter the Facility and remove originals or copies of any such records delivered to New Operator; *provided, however*, that if directed by Licensee in its request to New Operator, New Operator shall within such five (5) day period, forward such records to Licensee, at Licensee’s sole cost and expense, to the address designated by Licensee; and provided, further, that if, for purposes of litigation involving a patient or employee to whom such record relates, an officer of or counsel for Licensee certifies that an original of such record must be produced in order to comply with applicable law or the order of a court of competent jurisdiction in connection with such litigation then the records so delivered or removed shall be an original. Licensee’s request to New Operator to enter the Facility shall be made in writing and state the date upon which the entry to the Facility is required. Any record so removed shall promptly be returned to New Operator following its use, and nothing herein shall be interpreted to prohibit New Operator from retaining copies of any such documents. Nothing hereinabove shall limit, reduce or restrict the Licensee’s access to the Facility during the term of the Management Period in connection with any of the Licensee’s rights, duties or obligations under this Agreement or that are required statutorily as the Licensee of the Facility.

10.4 New Operator agrees to maintain such books, records and other materials comprising records of the Facility’s operations, including, but not limited to, patient records and records of patient funds, to the extent required by law, which relate to the period preceding the Operations Transfer Date and which have been delivered to New Operator by Licensee in conjunction herewith. If upon the expiration of any legislatively mandated retention period for such books and records, New Operator decides to dispose of or destroy such books and records, New Operator shall, upon receipt of a written request from Licensee, allow Licensee a reasonable opportunity to remove such books and records, at Licensee’s sole cost and expense, from the Facility.

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Licensee: _____ / New Operator: _____

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10.5 New Operator acknowledges and agrees that the books, records and other material described in this Section 10 are unique, that in the event of a breach by New Operator of its obligations under this Section 10, Licensee would suffer injury for which it would not be fully compensated with purely monetary damages and accordingly that in the event of a breach by New Operator of its obligations under this Section 10.5, Licensee shall be entitled to seek specific performance of the obligations of New Operator hereunder. Additionally, Existing Operator shall be entitled to indemnification from New Operator for any and all liability, costs, and/or expenses, including attorneys' fees, arising from New Operator's breach of this Section 10.

11. Delivery of Assets.

(a) Transferred Assets. On the Operations Transfer Date, Licensee shall enter into the Bill of Sale attached as **Exhibit C** to deliver, convey, abandon, assign, and transfer to New Operator, and New Operator shall accept and assume, the following assets (the "***Transferred Assets***"), to the maximum extent permitted by applicable law, free and clear of all claims (including without limitation, successor liability claims), taxes, liabilities, debts, obligations, or encumbrances of any kind or character in any way whatsoever relating to or arising from the Transferred Assets or the Licensee's operation of the Facility or use of the Facility prior to the Operations Transfer Date except as prohibited by applicable law or (the "***Encumbrances***"); however, the Parties understand and agree that, to the extent that New Operator assumes a contract as set forth in Section 11(a)(i), then New Operator does so subject to the obligations and requirements set forth in such contract:

(i) all Assumed Contracts (as such term is defined in Section 15(a) of this Agreement);

(ii) in accordance with Section 10 of this Agreement, subject to applicable law, including, without limitation, HIPAA (as such term is defined in Section 10.1 of this Agreement), all documents, charts, personnel records, property manuals, each policy and procedure manual utilized by Licensee in connection with the operation of the Facility at any time during the one (1) year prior to the Operations Transfer Date in order for the New Operator to comply with applicable law (and not for ongoing operations purposes and which may not be duplicated or disseminated by New Operator), current resident lists and records maintained at the Facility, and lists of the books, files, and other business records attributable to the business or operations of the Facility;

(iii) to the extent permitted by applicable law and only if requested by New Operator, any and all rights, to the extent assigned by Licensee and assumed by New Operator, relating to the Medicare Provider Numbers (as defined herein) and Medicaid Provider Numbers (as defined herein);

(iv) all Resident Funds (as such term is defined in Section 8 of this Agreement);

(v) all Inventory as defined in Section 15(d) of the Agreement;

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Licensee: _____ / New Operator: _____

(vi) all telephone and facsimile numbers used by the Facility, presuming that such numbers are transferable, and if there are costs associated with such transfer, such costs shall be borne by New Operator;

(vii) all Computer Equipment and Software (subject to and as such term is defined in Section 15(f) of this Agreement) used by the Facility;

(viii) all goodwill; and

(ix) all other assets, other than the Excluded Assets (as such term is defined in Section 13(b) of this Agreement), used in or relating to the operation of the Facility or use of the Facility.

(b) Excluded Assets. Schedule 11(b) hereto sets out all assets and rights of Licensee that shall not be transferred to New Operator pursuant to this Agreement (the “**Excluded Assets**”). Furthermore, New Operator expressly acknowledges that certain assets located in the Facility are not owned by Licensee but are leased or rented from third parties. No such assets will be transferred to New Operator hereunder unless the related lease or rental agreements are assigned to and assumed by New Operator in accordance with the provisions of Section 17(a) of this Agreement.

Liabilities. Except for:

(i) all obligations and liabilities under the Assumed Contracts set forth in Schedule 15(a);

(ii) any taxes with respect to the operation of the Facility;

(iii) all obligations and liabilities relating to accrued and paid time off, personal leave, and vacation benefits for Existing Operator Employees (as defined below) who transition to New Operator employment;

(iv) all obligations and liabilities (in each case, whether or not accrued, whether fixed, contingent or otherwise, and whether known or unknown) pertaining to the operation of the Facility, but in the case of each of clauses (i) through (iv), only to the extent such liabilities relate to the period after the Operations Transfer Date;

(v) liabilities otherwise provided in this Agreement; and

(vi) any assumption of liability by New Operator required by applicable law (but subject at all times to the obligations of Licensee to indemnify New Operator as set forth in this Agreement) (collectively, “*Assumed Liabilities*”),

New Operator shall not assume any claims, lawsuits, liabilities, obligations or debts (collectively, “**Claims**”) of Licensee or any other person relating to, occurring or arising out of, the ownership of Transferred Assets and the operation of the Facility that exist prior to the Operations Transfer Date (collectively, the “**Excluded Liabilities**”). For purposes of this definition, an obligation shall be deemed to “exist” prior to the Operations Transfer

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Date if it relates to events, omissions or conditions that occurred or arose prior to the Operations Transfer Date, even if it is not asserted until after the Operations Transfer Date. The term Excluded Liabilities shall include, but not be limited to:

- (i) liabilities or obligations of Licensee relating to employee benefits or compensation arrangements of any nature prior to the Operations Transfer Date (other than liabilities and obligations assumed by New Operator pursuant to Section 3 or 15(b)(v));
- (ii) any liability or obligation of Licensee for breach of contract, personal injury or property damage (whether based on negligence, breach of warranty, strict liability or any other theory) caused by, arising out of or resulting from, directly or indirectly, any alleged or actual acts or omissions, including, but not limited to, malpractice or other tort claims to the extent based on acts or omissions of Licensee occurring before the Operations Transfer Date, or claims for breach of contract to the extent based on acts or omissions of Licensee occurring before the Operations Transfer Date,;
- (iii) any liability or obligation of Licensee for money borrowed,
- (iv) any amounts due, claimed or becoming due to any health care reimbursement or payment intermediary, including, but not limited to, any recapture, adjustment, overpayment, penalty assessment or any other financial obligation or charge whatsoever with respect to any period prior to the Operations Transfer Date,
- (v) any liabilities under any contracts not expressly assumed by New Operator pursuant to this Agreement,
- (vi) any accounts payable, taxes, or other obligation or liability of Licensee to pay money incurred by Licensee prior to the Operations Transfer Date, and
- (vii) any and all other liabilities and obligations of every kind of Licensee incurred in connection with, or arising by reason of, their ownership or operation of the Facility prior to the Operations Transfer Date and events, occurrences or transactions with respect to the Facility occurring before the Operations Transfer Date, including, without limitation, Claims arising out of alleged or actual overpayments or false claims submitted or originating before the Operations Transfer Date and investigations and audits related thereto.

(c) No Sale for Tax Purposes. The parties understand and acknowledge that the assets transferred under this Agreement by Licensee shall be for the use of New Operator in furtherance of and in connection with the ongoing operations of the skilled nursing facility. The assets transferred hereunder to New Operator shall not be treated as a sale of all such assets by Licensee to New Operator for federal, state, and local tax purposes and the parties shall prepare

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and file all required federal, state, and local tax returns and reports in a manner that is consistent therewith and consistent with the parties' understanding that the amount constituting Inventory as defined in this Agreement is negligible or de minimis. Notwithstanding the foregoing, in the event any taxing authority assesses a transfer tax on the transaction contemplated herein, and such assessment is final (following the completion of all appeals or the expiration of the time for appeal), New Operator shall be responsible for any and all such taxes, and any penalties and interest associated therewith.

(d) Nursing Home Licenses and Provider Agreements.

(i) On the Operations Transfer Date, New Operator shall use commercially reasonable efforts to transfer from Licensee to New Operator, or if not transferable, otherwise obtain or acquire, the Licenses, so that, on the Transition Date, New Operator shall have all legal authority to operate the Facility as a licensed nursing facility as defined by the laws of South Carolina. New Operator shall be fully responsible for and shall pay all costs and fees required to be paid in connection with the transfer or issuance of any and all Licenses with respect to the operation of the Facility, and shall pay all transfer and license application fees in connection therewith, as well as applying for and obtaining any and all new Licenses and/or approvals necessary or appropriate in connection with the operation of the Facility. New Operator shall use commercially reasonable efforts to pursue their applications in accordance with the rules and procedures set forth under applicable law.

(ii) New Operator shall use commercially reasonable efforts to execute and file any and all forms, notices, consents, and applications with Governmental Authorities, including the CMS, as may be necessary to timely obtain any Medicaid provider number and assume, if required by New Operator, any provider agreement utilized by Licensee in connection with the operation of the Facility and designated for transfer by the New Operator in (the "***Medicaid Provider Numbers***") and shall use commercially reasonable efforts to seek approval for transfer thereof from Licensee to New Operator. New Operator shall be fully responsible for and shall pay all costs and fees required to be paid in connection with obtaining the Medicaid Provider Numbers.

(iii) New Operator agrees to accept automatic assignment of the Existing Operator's Medicare provider agreements and shall use commercially reasonable efforts to execute and file any and all forms, notices, consents, and applications with Governmental Authorities and CMS as may be necessary to timely obtain any Medicare provider number and assume any provider certification and agreement utilized by Licensee in connection with the operation of the Facility (the "***Medicare Provider Numbers***"), and New Operator shall use commercially reasonable efforts to seek approval for the transfer thereof from Existing Operator to New Operator. New Operator shall be fully responsible for and shall pay all costs and fees required to be paid in connection with obtaining the Medicare Provider Numbers.

(iv) Licensee shall reasonably cooperate with reasonable requests of New Operator to furnish all necessary documentation and to execute all documents and consents reasonably necessary for New Operator to obtain any required Licenses,

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agreements, certificates, and consents, necessary to operate the Facility not already in possession of New Operator, from third parties and Governmental Authorities, but New Operator shall bear the costs of obtaining all such Licenses, agreements, certificates, and consents.

(v) Promptly upon receipt of a request therefor from Licensee, New Operator will provide Licensee with copies of its licensure applications and any further documents submitted by New Operator to the South Carolina Department of Health and Environmental Control (“*DHEC*”) in response to any requests from such governmental authority and with copies of Licenses, as applicable.

(vi) Licensee shall cooperate with New Operator, to the extent reasonably necessary, in order to facilitate the issuance of the new Licenses. Licensee shall not voluntarily surrender any permits or other approvals required in connection with the operation of the Facility and/or its Medicare Provider Agreement, and shall not pledge or permit a lien to attach to its account receivables relating to the Facility, unless such lien arises as a result of New Operator’s request, direction, activity or omission, in which case Licensee shall be indemnified by New Operator against any and all liabilities, costs, and expenses, including attorneys’ fees, arising from same.

(vii) Except as otherwise provided in this Agreement, on the Operations Transfer Date, New Operator shall assume all obligations and liabilities (in each case, whether or not accrued, whether fixed, contingent or otherwise, and whether known or unknown) pertaining to the operation the Facility, but only to the extent such liabilities relate to the period after the Operations Transfer Date.

(e) **“AS IS, WHERE IS”. BY EXECUTING THIS AGREEMENT, NEW OPERATOR ACKNOWLEDGES AND AGREES THAT IT HAS CONDUCTED SUCH INSPECTIONS AS IT HAS DEEMED NECESSARY AND APPROPRIATE AND IS SATISFIED WITH THE RESULTS THEREOF INCLUDING, WITHOUT LIMITATION, AS TO THE PHYSICAL CONDITION, LOCATION, USABILITY, AND ALL OTHER MATTERS PERTAINING OR RELATING TO THE FACILITY AND THE TRANSFERRED ASSETS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, LICENSEE HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE FACILITY AND THE TRANSFERRED ASSETS OR ANY OTHER MATTER REGARDING OR RELATING TO THE TRANSACTIONS CONTEMPLATED HEREBY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, LICENSEE HEREBY DISCLAIMS, AND NEW OPERATOR FOREVER WAIVES AND RELEASES, ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND AS TO TITLE OR TO THE CONDITION OF SUCH TRANSFERRED ASSETS, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE TRANSFERRED ASSETS OR ANY OTHER MATTER REGARDING OR RELATING TO THE TRANSACTION CONTEMPLATED HEREBY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AGAINST DEFECTS OR WARRANTIES OF FITNESS FOR INTENDED USE OR PARTICULAR PURPOSE UNDER APPLICABLE LAW. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, LICENSEE ACKNOWLEDGES AND AGREES THAT, IN ENTERING INTO THIS AGREEMENT**

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AND IN CONSUMMATING THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, NEW OPERATOR IS ENTITLED TO RELY UPON, AND IS IN FACT RELYING UPON, THE EXPRESS REPRESENTATIONS AND WARRANTIES OF LICENSEE AS SET FORTH IN SECTION 21 OF THIS AGREEMENT.

(f) New Operator will provide notice to Licensee that licensure applications and any further documents have been submitted to DHEC, the South Carolina Department of Health and Human Services, Palmetto GBA, and CMS, and will provide Licensee with copies of all such documentation.

(g) New Operator will keep Licensee apprised of the status of the obtaining of the Licenses and will provide Licensee with periodic updates as to the status of the obtaining of the Licenses and will notify Licensee once it receives the licenses for the Facility in the name of New Operator.

12. Cost Reports; Bad Debt.

(a) Existing Operator shall prepare and file any cost report or other report with respect to their operation of the Facility due for any period prior to the Transition Date, including any final Medicare or Medicaid cost reports not later than the date each such report is due, including any applicable extension period(s) (such cost reports, the “***Terminating Cost Reports***”). New Operator shall promptly provide to Existing Operator all data and information relating to the Management Period that is reasonably necessary for Existing Operator to produce Terminating Cost Reports. Existing Operator shall thereafter timely provide (or cause their accountants or other financial advisors to provide) any additional information which may be requested by the state agencies or CMS with respect to such Terminating Cost Reports or any prior cost report. Existing Operator shall provide (or cause its accountants or other financial or legal advisors to provide) New Operator with a copy of all such Terminating Cost Reports (and back up financial data, including fixed asset listings as of the Operations Transfer Date) and any additional information submitted to applicable state agencies and CMS in conjunction with such Terminating Cost Reports. All proceeds from Existing Operator’s cost reports (including without limitation any appeals, settlements, and retroactive Medicaid rate increases, including payments or settlements for insurance deductibles) shall remain the property of Existing Operator, and New Operator shall timely forward any such proceeds (and to the extent such proceeds are held by New Operator, they shall be held in trust for the benefit of Existing Operator) and any related reports or correspondence to Existing Operator. Existing Operator and New Operator further agree to cooperate and coordinate with any audit of cost reports filed during Existing Operator’s period of operation. Such audit may be conducted by CMS, the state, or any agency engaged to conduct cost report audits.

(b) Since New Operator will utilize Existing Operator’s Medicare Provider Numbers and may, if applicable, utilize Existing Operator’s Medicaid Provider Numbers, New Operator shall, in connection with the preparation and filing of their cost reports following the Transition Date, include in all such cost reports an amount equal to the amount of bad debt carried on the books of Existing Operator arising from Existing Operator’s services provided to Medicare beneficiaries or Medicaid beneficiaries, if applicable, subject to receipt of reasonable supporting documentation. Reasonable supporting documentation includes, but is not limited to, bad debt logs, Medicare or Medicaid remittance advices (as applicable) and/or, as applicable, proof of

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collection efforts in compliance with CMS regulations governing Medicare or Medicaid coinsurance bad debt. Upon settlement of such amounts under the Medicare or Medicaid program, New Operator shall timely forward all such amounts to Existing Operator within fifteen (15) business days of receipt. New Operator shall continue to include such bad debt amounts on their cost reports until reimbursement is finally made or denied.

13. Employees.

(a) Schedule 13 hereto is a schedule which reflects, in all material respects, the position, rate of pay and compensation, and original hire or engagement dates of each of the employees at each of the Facility. Existing Operator shall notify New Operator of any material changes in Schedule 13 as of the Operations Transfer Date. All existing employee recruitment bonuses, signing bonuses, and education reimbursement (collectively "Existing Incentive Program") that are due in advance of the Operations Transfer Date should be paid by Existing Operator before closing or may be paid from closing proceeds. Further, the Existing Incentive Program allows certain program costs to be paid to employees over time so to serve as retention incentives, all of which are listed on Schedule 13(a)-1. The New Operator shall be responsible for those Existing Incentive Program costs listed on Schedule 13(a)-1 which are payable after the Operations Transfer Date. Existing Operator agrees not to change the qualification requirements, bonus or education reimbursement amounts, or any other aspects of the Existing Incentive Program between the Execution Date and the Operations Transfer Date.

(b) New Operator shall offer employment to employees of Existing Operator in accordance with this Section 13 and, in connection therewith, Existing Operator represent and warrant that no employee is a party to an employment agreement with Existing Operator or entitled to any benefits pursuant to any severance or similar plan or arrangement:

(i) Existing Operator shall cease to be deemed the employer of all employees of the Existing Operator at the Facility, including, without limitation, persons temporarily absent from active employment by reason of disability, illness, injury, workers' compensation, approved leave of absence or layoff ("**Existing Operator Employees**"), as of 11:59 p.m. on the day before the Operations Transfer Date ("**Termination Date**"). Existing Operator shall timely pay to all applicable Governmental Authorities all employment-related taxes due with respect to Existing Operator Employees for periods ending at or prior to the Termination Date.

(ii) New Operator shall offer immediate employment (so that no period of unemployment shall occur between employment with Existing Operator and employment with New Operator) to such number of Existing Operator Employees at wages and benefits necessary to avoid the applicability of the Workers Adjustment and Retraining Notification Act, 29 U.S.C. § 2101 ("**WARN Act**"), pursuant to employment terms acceptable to New Operator with such employment to commence at 12:01 a.m. on the Operations Transfer Date (collectively, the "**Transferred Employees**"). Should New Operator fail to hire or offer to rehire such Existing Operator Employees in a sufficient number and/or at sufficient wages and benefits such that there is WARN Act liability, New Operator shall fully indemnify and hold harmless Existing Operator with regard to such liability.

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(iii) Anything to the contrary notwithstanding, this Agreement shall not be deemed to create or grant to any Existing Operator Employee or Transferred Employee any entitlement to employment or any third party beneficiary rights or claims or any cause of action of any kind or nature.

(iv) At New Operator's sole cost and expense, any offer of employment to the Transferred Employees by New Operator shall be to perform comparable services, in such position as is comparable to the position such Transferred Employee held with Existing Operator as of the Operations Transfer Date; provided, that New Operator may offer compensation to such Transferred Employees at levels commensurate with compensation levels paid to other employees of New Operator or its affiliates holding comparable positions, and, provided further, that any change in compensation levels does not result in any constructive discharge of any such Transferred Employee.

(v) Existing Operator shall be solely responsible for the payment of or liability associated with any and all severance pay or paid time off owed to Existing Operator Employees pursuant to Existing Operator's established plans, programs, practices, labor union contracts, and arrangements which were accrued but unpaid as of the Operations Transfer Date and any and all liability or claims associated therewith.

(vi) Except to the extent otherwise required by applicable law, New Operator shall be responsible for any obligations under Section 4980B(f) of the Code and Part 6 of Title I of ERISA or any similar Law (COBRA) in respect of Existing Operator Employees and Transferred Employees arising with respect to qualifying events that occur on or after the Operations Transfer Date.

(c) Raises and Bonuses. During the time period commencing on the date this Agreement is executed by the Parties and expiring on the Operations Transfer Date, Existing Operator shall not offer, announce, or implement any general wage or salary increase or award any bonus for any employees at the Facility, excepting customary cost of living increases incident to employees' periodic annual performance reviews, and continuation of other bonus programs, such as for recruitment and referrals of new hires, subject to coordination with and consent of New Operator.

14. Utilities. Schedule 14 hereto shall set out for each utility deposit made by Licensee for any utility service for the Facility, identification of the utility provider, a brief description of the utility and the amount of deposit held by such utility for services at the Facility. Licensee shall deliver a final statement with respect to all utilities serving the Facility prior to the Operations Transfer Date and shall pay all costs identified thereon, less any prepaid expenses and/or deposits held by utility providers in the name of Licensee. New Operator shall make all required utility deposits and arrange for all such utilities to be billed in their name commencing on and after the Operations Transfer Date, and shall pay all fees due therefore with respect to periods commencing on or after the Operations Transfer Date.

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Licensee: _____ / New Operator: _____

15. Assignment and Assumption of Contracts and Leases.

(a) Assignment. In connection with the transfer of the operations of the Facility to New Operator by Licensee, on the Operations Transfer Date, New Operator shall accept, assume, and discharge all contracts and leases set forth on Schedule 15(a) hereto (collectively, the “***Assumed Contracts***”), which shall include, but not be limited to, equipment leases disclosed to the New Operator prior to the Operations Transfer Date. The Parties shall cooperate to obtain any consent of any third parties necessary to permit the assignment of the Assumed Contracts. Licensee and New Operator acknowledge that certain of the Assumed Contracts may not, by their terms, be assignable; and, accordingly, none of such non-assignable Assumed Contracts shall be deemed assigned to or assumed by New Operator unless and until the same shall become so assignable or consent to assignment is obtained. If and when any necessary consent shall be obtained or any such Assumed Contract shall otherwise become assignable, Licensee shall undertake reasonable efforts to assign all of their rights and obligations thereunder to New Operator and New Operator shall, without the payment of any further consideration therefor, assume such rights and obligations.

(b) Assumed Contracts. After the Operations Transfer Date, until such time as the non-assignable Assumed Contracts are assumed by New Operator, New Operator shall perform and discharge fully all of the post Operations Transfer Date obligations of Licensee under any of such non-assignable Assumed Contracts to the extent the same would have constituted assumed liabilities if such non-assignable Assumed Contracts had been assumed by New Operator as of the Operations Transfer Date, and New Operator shall indemnify, hold harmless, protect, and defend Licensee, and their officers, employees, managers, members, and affiliates, from and against any and all damages, demands, costs, expenses, and liabilities arising out of New Operator’s failure to make payments or perform any other obligations occurring under such non-assignable Assumed Contracts following the Operations Transfer Date.

(c) Facility Supplies. Subject to the terms and conditions of this Agreement, New Operator will pay Licensee within seven (7) business days following the Operations Transfer Date an amount representing Licensee’s actual costs for all Inventory (defined hereinafter), with such costs to be mutually determined by Licensee and New Operator within five (5) business days following the Operations Transfer Date. Licensee shall transfer to New Operator and New Operator shall accept and assume from Licensee all of Licensee’s rights, title, and interests in and to all owned supplies, consumables, medicines, and foodstuffs present in the Facility as of the Operations Transfer Date, excluding any Excluded Asset (collectively, the “***Inventory***”). Licensee shall ensure the Inventory at the Facility as of the Operations Transfer Date will be greater than or equal to the amount typically required by Existing Operator to operate the Facility for no less than seven (7) business days.

(d) Bulk Sales Laws; Free and Clear Transfer. The parties hereby waive compliance by Licensee with the requirements and provisions of any “bulk-transfer” laws of any jurisdiction that may otherwise be applicable with respect to the sale and transfer of any or all of the Transferred Assets to New Operator. Except as otherwise specifically provided herein, the Facility, the Assets, and all operations pertaining thereto and transferred hereby shall be free and clear of the Encumbrances.

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Licensee: _____ / New Operator: _____

(e) **Computer Equipment and Software.** Subject to the terms and conditions of this Agreement, at the Operations Transfer Date, New Operator will pay Licensee within seven (7) business days following the Operations Transfer Date an amount representing the value of the Computer Equipment and Software listed in Schedule 15(f) (collectively, the “*Computer Equipment and Software*”) that is owned by the Existing Operator and present in the Facility, with Licensee and New Operator to mutually determine the type and quantity of Computer Equipment and Software present in the Facility no later than fifteen (15) days before the Operations Transfer Date. Licensee shall transfer to New Operator and New Operator shall accept and assume from Licensee all of Licensee’s rights, title, and interests in and to all Computer Equipment and Software that is present in the Facility, except the Existing Operator’s corporate servers, back up batteries, cooling systems, and related equipment that facilitate corporate operations beyond the scope of existing operations at the subject premises. Notwithstanding anything in this Agreement to the contrary, for at least ten (10) days following the Operations Transfer Date, Licensee shall make its user-defined assessments and forms that are currently used by Licensee in Point Click Care (PCC) available for use by New Operator during such 10-day period in order to assist with the transition to New Operator’s forms and New Operator will not retain any copies of such assessments and forms after such ten (10) day period.

16. Proprietary Information and Materials. New Operator acknowledges and agrees that any and all proprietary and confidential materials and information located at and used in connection with the operation of the Facility, which are not being transferred to New Operator pursuant to this Agreement, shall be and remain the property of Licensee, and accordingly, that Licensee shall remove all of such materials and information from the Facility on or immediately before the Operations Transfer Date. To the extent that New Operator will require use of Licensee’s Proprietary Information and Materials in the furtherance of its operations, then it shall keep such documents and information confidential and shall return same to Licensee when no longer required.

17. Indemnification.

17.1 Licensee hereby agrees to indemnify, protect, defend, and hold harmless New Operator and its members, managers, directors, officers, employees, agents, successors and assigns from and against any and all demands, claims, causes of action, fines, penalties, damages (but specifically excluding lost profits and consequential damages), losses, liabilities (including strict liability), judgments, and expenses (including, without limitation, reasonable attorneys’ and other professionals’ fees and court costs) (each, a “**Loss**,” and collectively, “**Losses**”) incurred in connection with or arising from the following (collectively, the “**Retained Liabilities**”): (a) a material breach by Licensee of its obligations under this Agreement which is not cured within thirty (30) days after receipt of written notice from New Operator setting forth, in reasonable detail, the nature of such breach, (b) the acts or omissions of Licensee under any Assumed Contract that occurred prior to the Operations Transfer Date, (c) the leasing, occupancy or operation of the Facility by Licensee prior to the Operations Transfer Date, including any liability arising from a breach of any applicable health care laws (including overpayments, recoupments or false claims under Medicare or Medicaid), (d) any acts or omissions, elder abuse or negligence of Licensee, or the contractors, agents, employees, invitees or visitors of Licensee with respect to the Facility and its residents prior to the Operations Transfer Date, and (e) any failure by Licensee to pay any

Initials:

Licensee: _____ / New Operator: _____

liabilities in connection with the Facility attributable to periods prior to the Operations Transfer Date, including but not limited to quality assurance fees or bed taxes.

17.2 New Operator hereby agrees to indemnify, protect, defend, and hold harmless Licensee and its directors, officers, employees, agents, successors and assigns from and against any and all "Loss" or "Losses" (as referenced and defined in Section 19.1) incurred in connection with or arising from: (a) a breach by New Operator of its obligations under this Agreement which is not cured within thirty (30) days after receipt of written notice from Licensee setting forth in reasonable detail the nature of such breach; (b) the occupancy or operation of the Facility by New Operator from and after the Operations Transfer Date, (c) any acts, omissions, elder abuse or negligence of New Operator, or the contractors, agents, employees, invitees or visitors of New Operator with respect to the Facility and its residents from and after the Operations Transfer Date, (d) the Assumed Contracts accruing on or after the Operations Transfer Date, (e) any employment claims made against Licensee for employment issues occurring or accruing on or after the Operations Transfer Date, or (f) any failure by New Operator to pay any liabilities in connection with the Facility attributable to period from and after the Operations Transfer Date (including, without limitation, reasonable attorneys' and other professionals' fees and court costs).

THE FOREGOING INDEMNIFICATION OBLIGATIONS SHALL SURVIVE THE OPERATIONS TRANSFER DATE FOR A PERIOD OF EIGHTEEN (18) MONTHS. ALL MATTERS ARISING FROM AN INDEMNIFIED PARTY'S NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ARE EXCLUDED FROM THE SCOPE OF THE INDEMNIFICATION OWING TO SUCH PARTY SET FORTH IN SECTIONS 19.1 AND 19.2 AND FROM THE SURVIVAL PERIOD IN THE PRECEDING SENTENCE.

17.3 Indemnification Limitations. Any Losses for which a party would be entitled to indemnification under Sections 17.1 and 17.2 shall be reduced by the amount of insurance proceeds actually received or recovered under any insurance policies for the benefit of a party and any cash payments, setoffs or recoupment of any payments actually recovered by such indemnified party in respect of such Losses. The parties shall use commercially reasonable efforts to mitigate Losses for which each is subject to indemnification under Sections 17.1 and 17.2. If, after a party has made an indemnification payment to the other with respect to Losses in satisfaction of its obligations under Sections 17.1 or 17.2, the indemnified party actually recovers from any third parties amounts in respect of such Losses, the indemnified party shall as promptly as practicable forward to the other such amounts, but not in excess of the indemnification payment received. In no event shall the indemnified parties receive duplicative Losses under this Agreement and the Purchase and Sale Agreement. The Indemnification Cap, as defined in the Purchase and Sale Agreement, shall be the maximum liability for indemnification claims with respect to any Loss hereunder.

17.4 Assumption of Defense. A party seeking indemnification shall promptly give notice ("*Notice of Indemnification*") to each party from whom indemnification is sought after obtaining knowledge of any matter giving rise to the indemnification provisions of this Agreement. If such indemnity shall arise from the claim of a third party, and indemnifying party provides written notice to indemnified party stating that indemnifying party is responsible for the entire claim, within fifteen (15) business days after indemnifying party's receipt of the applicable Notice of Indemnification, the indemnified party shall permit such indemnifying party to assume

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Licensee: _____ / New Operator: _____

the defense of any such claim or any proceeding resulting from such claim. Failure to give any such Notice of Indemnification promptly shall not affect the indemnification provided under this Section 17, except and only to the extent such indemnifying party shall have been actually materially prejudiced as a result of such failure. If an indemnifying party assumes the defense of such third party claim, shall have full and complete control over the conduct of such proceeding on behalf of indemnified party and shall, subject to the provisions of this Section 17.4, have the right to decide all matters of procedure, strategy, and substance; however, the indemnified party shall participate in any decision related to the settlement of the claims relating to such proceeding should there be any payment of any nature expected from the indemnified party. Any counsel chosen by the indemnifying party to conduct the defense shall be reasonably satisfactory to the indemnified party. The indemnifying party shall not, without the written consent of indemnified party, consent to the entry of any judgment or enter into any settlement with respect to the matter which does not include a provision whereby the plaintiff or the claimant in the matter releases the indemnified party from all liability with respect thereto. The indemnified party may participate in such proceeding and retain separate co-counsel at its sole cost and expense (and, for the avoidance of doubt, such cost and expense shall not constitute a Loss for purposes of the indemnification obligations hereunder).

17.5 Non-Assumption of Defense. If the indemnifying party elects not to assume the defense of any such claim by a third party or proceeding resulting therefrom, the party seeking indemnification shall diligently defend against such claim or litigation in such manner as it may deem appropriate and, in such event, the indemnifying party or parties shall, subject to Section 17.3, reimburse indemnified party for all reasonable and actually incurred out-of-pocket costs and expenses, legal or otherwise, incurred by the indemnified party and its affiliates in connection with the defense against such claim or proceeding, within thirty (30) days after the receipt of detailed invoices, unless there is a legal objection to the alleged scope of the indemnification sought, in which case the party refusing to provide indemnification must seek resolution of the matter via declaratory judgment action brought in the state or federal courts serving the County of Greenville, South Carolina.

17.6 Indemnified Party's Cooperation as to Proceedings. An indemnified party will cooperate in all reasonable respects with any indemnifying party in the conduct of any proceeding as to which such indemnifying party assumes the defense, except to the extent indemnified party could reasonably be expected to be prejudiced thereby. Subject to Sections 17.3 and 17.4, an indemnifying party shall promptly reimburse an indemnified party for all reasonable out-of-pocket costs and expenses, legal or otherwise, incurred by indemnified party or its affiliates in connection therewith, within thirty (30) days after the receipt of detailed invoices therefor.

17.7 Indemnification for Resident Trust Property.

17.7.1. Licensee will indemnify, protect, defend and hold New Operator harmless for, from and against all liabilities, claims and demands, including reasonable attorneys' fees and costs, in the event the corpus of the Resident Trust Funds transferred to New Operator does not represent the correct balance of Resident Trust Funds delivered to Licensee as custodian, and for claims which arise from actions or omissions of Licensee with respect to the Resident Trust Funds held or handled by Licensee at any time.

Initials:

Licensee: _____ / New Operator: _____

17.7.2. New Operator will indemnify, protect, defend and hold Licensee harmless for, from and against all liabilities, claims and demands, including reasonable attorneys' fees and costs, in the event a claim is made against Licensee by a resident or his or her family for his/her Resident Trust Funds where: (i) such Resident's funds or other property were properly and wholly transferred to New Operator pursuant to the terms hereof; or (ii) the allegations pertaining to the Resident Funds regard actions or omissions occurring after the Operations Transfer Date.

18. Further Assurances. Each of the parties hereto agrees to execute and deliver any and all further agreements, documents or instruments reasonably necessary to effectuate this Agreement and the transactions referred to herein or contemplated hereby or reasonably requested by the other party to perfect or evidence their rights hereunder.

19. Notices. All notices to be given by either party to this Agreement to the other party hereto shall be in writing, and shall be (a) given in person, (b) deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, or (c) sent by national overnight courier service with confirmed receipt, each addressed as follows:

If to New Operator: Fountain Inn Healthcare, LLC
c/o Providence Group, Inc.
262 N. University Avenue
Farmington, Utah 84025
Attn: John Mitchell, Vice President, General Counsel
Email: john.mitchell@pacshc.com

With a copy to (which shall not constitute notice)

Shumaker, Loop & Kendrick, LLP
176 Croghan Spur Road, Suite 400
Charleston, SC 29407
Attn: Laura J. Evans, Esquire
Email: levans@shumaker.com

If to Licensee: Carlyle Senior Care of Fountain Inn, LLC
1402 South Meadors Farm Rd., Suite D
Florence, SC 29505
Attn: Rick Cranford and/or Braxton Barnette
Email: rcranford@carlyleseniorcare.com

With a copy to (which shall not constitute notice):

J. Drayton Hastie III
The Carolina Law Firm, LLC
thecarolinalawfirm@gmail.com

Any such notice shall be deemed delivered when actually received or when delivery is first refused regardless of the method of delivery used. In the event that the delivery is alleged to be refused, then the other party shall ensure that it is emailed to the addresses set forth above for both

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the party and its counsel. Any party to whom notices are to be sent pursuant to this Agreement may from time to time change its address for further communications thereunder by giving notice in the manner prescribed herein to all other parties hereto. Although either party shall have the right to change its address for notice purposes from time to time, any notice delivered pursuant to this Section 19 to the address set forth in this Section 19, or to such other address as may be hereafter specified in writing in accordance with this Section 19 shall be effective even if actual delivery cannot be made as a result of a change in the address of the recipient of such notice and the party delivering the notice has not received actual written notice in accordance with the provisions of this Section 19 of the current address to which notices are to be sent.

20. Payment of Expenses. Each party hereto shall bear its own legal, accounting and other expenses incurred in connection with the preparation and negotiation of this Agreement and the consummation of the transaction contemplated hereby, whether or not the transaction is consummated.

21. Representations and Warranties.

21.1 To the best of Licensee's knowledge, Licensee hereby represents and warrants to New Operator, as of the Operations Transfer Date, that:

21.1.1. All Medicare and Medicaid Provider Agreements, certificates of need, if applicable, and all material certifications, governmental licenses, permits, regulatory agreements or other agreements and approvals, including certificates of operation, completion and occupancy, and state nursing facility licenses or other licenses required by any applicable health care authorities for the legal use, occupancy and operation of the Facility have been obtained by the Licensee and remain in full force and effect.

21.1.2. The Facility is duly licensed as a 60 bed skilled nursing facility licensed under the applicable laws of the State of South Carolina and there are no proceedings or actions pending or contemplated to reduce the number of licensed or certified beds of the Facility.

21.1.3. Licensee has not had any deficiencies on its most recent survey (standard or complaint) that would result in a denial of payment for new admissions with no opportunity to correct prior to termination, and the Facility has not been designated as a Special Focus Facility (as such term is defined by the CMS Special Focus Facility Program).

21.1.4. The Facility is in substantial compliance with applicable Federal and State laws governing or regulating the operation of skilled nursing Facility in South Carolina.

21.1.5. Except as disclosed in the attached Schedule 21.1.5, there are no pending actions, complaints, administrative or judicial proceedings pending against the Facility or Licensee relating to the Facility.

21.1.6. Regulatory Compliance.

(i) Existing Operator has duly and timely filed all reports and other items required to be filed under the Third Party Payor Programs (collectively, the "**Reports**") and have timely paid all amounts shown to be due thereon. At the time of filing,

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Licensee: _____ / New Operator: _____

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to the best of Existing Operator's actual knowledge, each Report was true, accurate and complete. All rights and obligations of Existing Operator under such Reports are accurately reflected or provided for in the financial statements of Existing Operator.

(ii) Except as set forth in Schedule 21.1.6 attached hereto, (A) Existing Operator is not delinquent in the payment of any amount due under any of the Reports, (B) there are no written or, to Existing Operator's actual knowledge, threatened proposals by any Third Party Payor Program for collection of amounts for which Existing Operator could be liable, other than pre and post-payment reviews and reconciliations occurring in the ordinary course of business, consistent with past practice, (C) Existing Operator has received no notices of any current or pending claims, assessments, notices, proposals to assess or audits of Existing Operator or the Facility with respect to any of the Reports, and no such claims, assessments, notices, or proposals to assess or audit have been threatened, and (D) Existing Operator has not executed any presently effective waiver or extension of the statute of limitations for the collection or assessment of any amount due under or in connection with any of the Reports.

(iii) Existing Operator has not received any notice of failure to comply in any material respect with all applicable laws, settlement agreements, and other agreements with any Governmental Authority relating to or regarding the Facility. Existing Operator has and maintains all material licenses, registrations, approvals, and consents of Governmental Authorities, accreditations, certificates of need and Medicare, Medicaid certifications necessary for its activities and business including the operation of the Facility as currently conducted ("***Current Operator Licenses***"). The Current Operator Licenses are in full force and effect without any waivers of any kind (except as disclosed in Schedule 21.1.6) and have not been amended or otherwise modified, rescinded or revoked or assigned nor, to Existing Operator's actual knowledge, is there any threatened termination, modification, recession, revocation or assignment thereof, and to the best of Existing Operator's actual knowledge, no condition exists nor has any event occurred which, in itself or with the giving of notice, lapse of time or both would result in the suspension, revocation, termination, impairment, forfeiture, or non-renewal of any Current Operator License. No claim has been filed to the effect that any such governmental consent, participation or contract is not in full force and effect.

(iv) To Existing Operator's actual knowledge, as of the Operations Transfer Date, all material information in their possession regarding licensure and life safety code matters involving the Facility has been delivered to New Operator.

(v) Existing Operator has delivered to New Operator complete and accurate copies of the survey or inspection reports made by any Governmental Authority with respect to the Facility during the calendar years 2019, 2020, 2021, and year-to-date 2022. Except as shown on Schedule 21.1.6, all exceptions, deficiencies, violations, plans of correction, or other indications of lack of compliance in such reports have been fully corrected and there are no bans or limitations in effect, pending, or threatened with respect to admissions to the Facility nor are there any licensure curtailments in effect, pending, or threatened with respect to the Facility.

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Licensee: _____ / New Operator: _____

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21.1.7. Enforcement Actions. As of the date hereof, and except as set forth in Schedule 21.1.7, there is no action pending or, to the actual knowledge of Licensee, recommended or threatened by any state or federal agency having jurisdiction over the Facility to revoke, withdraw or suspend any License to operate the Facility, or certification of the Facility, or, except as set forth in Schedule 21.1.7, any material action of any other type with regard to licensure or certification. Licensee hereby acknowledges and agrees the Facility are operating and functioning as a skilled nursing facility, without any waivers affecting the Facility except as set forth in Schedule 21.1.7, and is fully licensed as a skilled nursing facility by the State of South Carolina. Schedule 21.1.7 attached hereto contains a complete and accurate list of all life safety code waivers or other waivers affecting the Facility.

21.1.8. Assets. To Licensee's actual knowledge, the Transferred Assets are the material assets that are located at the Facility or that are held in connection with the operation of the Facility which may be transferred by Licensee to New Operator pursuant to this Agreement.

21.1.9. Union Matters. To Licensee's actual knowledge, none of the Existing Operator Employees are represented by a labor union and there are no union organizing activities at the Facility.

21.1.10. Financial Records. Licensee have kept all financial records and supporting documents required to prepare (i) accurate and complete Medicare and Medicaid cost reports and statements relating to accounts receivable for billing and reimbursement purposes and (ii) tax returns relating to the business to be conducted by New Operator at the Facility, in each case in accordance in all material respects with the rules and regulations of all Governmental Authorities and all applicable laws.

21.1.11. The execution and delivery of this Agreement by Licensee does not violate any provision of any agreement or judicial order to which Licensee is a party or to which Licensee is subject.

21.1.12. The execution, delivery and performance of this Agreement has been duly authorized by Licensee, and this Agreement constitutes the valid and binding obligation of Licensee, fully enforceable in accordance with its terms.

21.1.13. At any time, and from time to time on or prior to the Closing Date, Licensee may supplement or amend the schedules, which revisions or amendment are subject to acceptance by New Operator.

21.2 To the best of New Operator's knowledge, New Operator hereby represents and warrants to Licensee as of the Operations Transfer Date, that:

21.2.1. The execution and delivery of this Agreement by New Operator does not violate any provision of any agreement or judicial order to which New Operator is a party or to which New Operator is subject.

21.2.2. The execution, delivery and performance of this Agreement has been duly authorized by New Operator, and this Agreement constitutes the valid and binding obligation of New Operator, fully enforceable in accordance with its terms.

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Licensee: _____ / New Operator: _____

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21.3 The representations and warranties set forth in Sections 21.1 and 21.2 shall survive the Transition Date for a period of six (6) months.

22. Entire Agreement; Amendment; No Reliance; Waiver. This Agreement, together with the other agreements referred to herein, constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. The parties expressly disclaim any reliance upon any facts, promises, undertakings, or representations made by any other party, or its agents, prior to the execution of this Agreement except as otherwise set for in this Agreement. This Agreement may not be modified or amended except in writing signed by the parties hereto. No waiver of any term, provision or condition of this Agreement in any one or more instances, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition of this Agreement. No failure to act shall be construed as a waiver of any term, provision, condition or rights granted hereunder.

23. Assignment. Neither this Agreement, nor any rights, interests or obligations hereunder, may be assigned or transferred, in whole or in part, by operation of law or otherwise by Licensee or New Operator without the prior written consent of the other party which shall not be unreasonably withheld, conditioned or delayed, and any such assignment that is not consented to shall be null and void.

24. No Joint Venture; Third Party Beneficiaries. Nothing contained herein shall be construed as forming a joint venture or partnership between the parties hereto with respect to the subject matter hereof. The parties hereto do not intend that any third party shall have any rights under this Agreement.

25. Captions. The section headings contained herein are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

26. Counterparts. This Agreement may be executed and delivered via facsimile and in one or more counterparts and all such counterparts taken together shall constitute a single original

27. Covenants.

(a) Cooperation on Tax Matters. The parties shall cooperate with each other and shall make available to the other, as reasonably requested and at the expense of the requesting party, and to any taxing authority, all information, records, or documents relating to tax liabilities or potential tax liabilities of such parties for all periods prior to the Operations Transfer Date, and shall preserve all such information, records, and documents at least until the expiration of any applicable statute of limitations or extensions thereof and will not destroy such records without prior notice to the other parties.

(b) Applicable Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws and judicial decisions of the State of South Carolina. With respect to any action between the parties arising out of or relating to this Agreement, or any of the transactions contemplated by this Agreement, (i) each of the parties irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of

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either the state or federal courts located in the State of South Carolina, and (ii) each of the parties irrevocably consents to service of process by first-class certified mail, return receipt requested, postage prepaid. Each of the parties hereby irrevocably waives any and all right to trial by jury of any claim or cause of action in any legal proceeding arising out of or related to this Agreement or the transactions or events contemplated hereby or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party. The parties each agree that any and all such claims and causes of action shall be tried by the court without a jury. Each of the parties hereto further waives any right to seek to consolidate any such legal proceeding in which a jury trial has been waived with any other legal proceeding in which a jury trial cannot or has not been waived.

28. Costs and Attorneys' Fees. In the event of a dispute between the parties hereto with respect to the interpretation or enforcement of the terms hereof, the prevailing party shall be entitled to collect from the other its reasonable costs and attorneys' fees, including its costs and fees on appeal.

29. Construction. Both parties acknowledge and agree that they have participated in the drafting and negotiation of this Agreement. Accordingly, in the event of a dispute between the parties hereto with respect to the interpretation or enforcement of the terms hereof no provision shall be construed so as to favor or disfavor either party hereto. All references to "applicable law" herein shall refer to laws, statutes, rules, regulations and judicial or administrative interpretations thereof.

30. Opening Mail. From and after the Operations Transfer Date, New Operator shall be authorized to open mail addressed to Licensee received at the Facility. All mail received at the Facility relating to Licensee's operation of the Facility prior to the Operations Transfer Date shall be promptly delivered to Licensee by New Operator at the address set forth in Section 19, with all such mail to be deposited in the United States mail, certified or registered, postage prepaid, return receipt requested within five (5) days of receipt.

31. Protected Health Information. The parties acknowledge that in performing its obligations under this Agreement, New Operator should be deemed to be a business associate of Licensee, as that term is defined in 45 CFR § 160.103 and for the exclusive purpose of ensuring proper protection and treatment of Protected Health Information. Accordingly, the parties adopt and incorporate by reference the provisions of the Business Associate Addendum attached to this Agreement as "EXHIBIT D."

32. Successors. Subject to the express provisions of this Agreements, the covenants and agreements contained in this Agreement bind and inure to the benefit of Licensee, New Operator, and their respective successors and assigns.

33. Severability. If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms and agreements of this Agreement will not be affected by such holding, and will remain valid and in force to the fullest extent permitted by law.

Initials:

Licensee: _____ / New Operator: _____

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34. Right to Cure. If either Seller or Purchaser fails to comply with any provision of this Agreement, the other party will deliver written notice of breach to the non-complying party, specifying with particularity the alleged breach. The non-complying party has the right to cure the breach prior to the Operations Transfer Date.

35. Fraud. None of the provisions set forth in this Agreement shall be deemed a waiver by any party to this Agreement of any right or remedy which such party may have at law or equity based upon any other party's (and/or the party's owners' or principals') acts or omissions which constitute fraud under applicable law, nor shall any such provisions limit, or be deemed to limit (i) the amounts of recovery sought or awarded in any such claim for fraud, (ii) the time period during which a claim for fraud may be brought, or (iii) the recourse which any such party may seek against another party with respect to a claim for fraud.

36. Time is of the Essence. Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

[Signatures on following page]

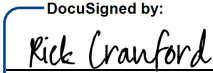
Initials:

Licensee: _____ / New Operator: _____

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IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the Operations Transfer Date day and year first set forth above.

LICENSEE:
Carlyle Senior Care of Fountain Inn, LLC

By: 
Name: F656EDDBAD37406...
Title: _____

ELECTRONICALLY FILED - 2025 May 09 11:34 AM - GREENVILLE - COMMON PLEAS - CASE#2025CP2301759

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the Operations Transfer Date day and year first set forth above.

NEW OPERATOR:

Fountain Inn Healthcare, LLC

By:  DocuSigned by:
Name C8B5B88A666F4C2...
Title:

Initials:
Licensee: _____ / New Operator: _____

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Schedule 15(a) – Assumed Contracts

All resident agreements

All payor agreements

Equipment leases utilized in the ongoing operations of the Facility

Others as mutually agreed in writing by the parties

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May 10, 2018 12:10:58 PM
Rec: \$37.00
FILED IN GREENVILLE COUNTY, SC *Timothy J. Hanney*

General Durable Power of Attorney
of
Raymond Zeigler

(May 8, 2018)

LAW OFFICES
UPSTATE ELDER LAW, P.A.
[REDACTED]
SIMPSONVILLE, SOUTH CAROLINA 29681
[REDACTED]

General Durable Power of Attorney of Raymond Zeigler

I, Raymond Zeigler of 400 A Fowler Road, Simpsonville, SC 29681, am creating a durable power of attorney intended to comply with South Carolina law. I hereby revoke all powers of attorney previously granted by me as Principal and terminate all Agency relationships created by me except:

- (i) powers granted by me under any Health Care Power of Attorney;
- (ii) powers granted by me on forms provided by financial institutions granting the right to write checks on, deposit funds to, and withdraw funds from accounts to which I am a signatory; and
- (iii) powers granting access to a safe deposit box.

Article One Appointment of Attorney-in-Fact

Section 1.01 Initial Attorney-in-Fact

I appoint Kimberly Dawn Haag to serve as my Attorney-in-Fact.

Section 1.02 Successor Attorney-in-Fact

If Kimberly Dawn Haag resigns, dies, becomes incapacitated, is not qualified to serve, or declines or otherwise fails to serve, I appoint Andrew Haag to serve as my successor Attorney-in-Fact.

Section 1.03 Spouse as Attorney-in-Fact

My spouse may not serve as my Attorney-in-Fact if we are legally separated. If a named Attorney-in-Fact was my spouse at the time of execution of this General Durable Power of Attorney and an action is filed for the dissolution or annulment of my marriage to the Attorney-in-Fact or for our legal separation, then that named Attorney-in-Fact may not serve (however, if I named a former spouse at the time of execution, my former spouse may serve as my Attorney-in-Fact).

Section 1.04 Self-Dealing by Spouse or Descendant

This Section only applies if my spouse or a descendant of mine is serving as my Attorney-in-Fact.

My agent may engage in acts of self-dealing, even if state law restricts acts of self-dealing. Unless expressly prohibited by another provision of this General Durable Power of Attorney, my Attorney-in-Fact may enter into transactions on my behalf in which my

Attorney-in-Fact is personally interested, so long as the terms of such transaction are fair to me. For example, my Attorney-in-Fact may purchase property from me at its fair market value without court approval.

Section 1.05 No Person Under 21 Years of Age May Serve as Attorney-in-Fact

No person named as my Attorney-in-Fact or successor Attorney-in-Fact may serve until that person has attained the age of 21 years.

Section 1.06 Prior or Joint Attorney-in-Fact Unable to Act

A successor Attorney-in-Fact, or an Attorney-in-Fact serving jointly with another Attorney-in-Fact, may establish that the acting Attorney-in-Fact or joint Attorney-in-Fact is no longer able to serve as Attorney-in-Fact by signing an affidavit that states that the Attorney-in-Fact is not available or is incapable of acting. The affidavit may (but need not) be supported by a death certificate of the Attorney-in-Fact, a certificate showing that a guardian or conservator has been appointed for the Attorney-in-Fact, a letter from a physician stating that the Attorney-in-Fact is incapable of managing his or her own affairs, or a letter from the Attorney-in-Fact stating his or her unwillingness to act or delegating his or her power to the successor Attorney-in-Fact.

Article Two

Effectiveness of Appointment - Durability Provision

Section 2.01 Effectiveness

The authority granted to my Attorney-in-Fact under this General Durable Power of Attorney shall be effective immediately upon signing.

Section 2.02 Durability

The authority granted to my Attorney-in-Fact under this General Durable Power of Attorney shall not be affected by my subsequent disability, incompetency, incapacity, or lapse of time.

Section 2.03 Termination of General Durable Power of Attorney

This General Durable Power of Attorney shall expire at the earlier of:

- (i) my death (except for post-death matters allowed under state law); or
- (ii) my revocation of this General Durable Power of Attorney.

Article Three General Powers

I grant my Attorney-in-Fact the powers described in this Article so that my Attorney-in-Fact may act on my behalf. In addition, my Attorney-in-Fact may do everything necessary to exercise the powers listed below.

My Attorney-in-Fact may exercise any power described in this General Durable Power of Attorney on my behalf with respect to any real property I now own or may acquire in the future.

Section 3.01 Real and Personal Property Sales and Purchases

Unless specifically limited by the other provisions of this General Durable Power of Attorney, my Attorney-in-Fact may:

- (i) sell, exchange, and convey any interest I own in any kind of property, real or personal, including homestead property under South Carolina law or the laws of any other state, and determine the terms of sale and grant options with regard to sales;
- (ii) dispose of sales proceeds on my behalf as my Attorney-in-Fact determines is appropriate;
- (iii) buy any kind of property, real or personal, including homestead property under South Carolina law or the laws of any other state, and determine the terms for buying property and may obtain options to buy property;
- (iv) arrange to insure purchased property, and otherwise arrange for its safekeeping;
- (v) borrow money for the purposes described in this Section and to secure the loan in any manner my Attorney-in-Fact determines is appropriate, and repay the loan from my funds;
- (vi) pay for any purchases made; and
- (vii) repay any cash advanced from my credit cards.

Section 3.02 Real Property Management

My Attorney-in-Fact may manage any real property I now own or may acquire in the future, including my personal residence and homestead property under South Carolina law or the laws of any other state. Unless specifically limited by the other provisions of this General Durable Power of Attorney, my Attorney-in-Fact may:

- (i) declare, create, or execute a homestead on my personal residence under South Carolina law or the laws of any other state; and terminate, abandon, release, or give a waiver on any interest I have in a homestead;
- (ii) lease and sublease property for any period, and grant options to lease or subdivide property, even if the term of the lease, sublease, or option extends beyond the term of this General Durable Power of Attorney;

- (iii) eject and remove tenants or other persons from property, and recover the property by all lawful means;
- (iv) collect and sue for rents;
- (v) execute occupancy agreements on my behalf;
- (vi) pay, compromise, or contest tax assessments and apply for tax assessment refunds;
- (vii) subdivide, partition, develop, dedicate property to public use without consideration, and grant or release easements over my real property;
- (viii) maintain, protect, repair, preserve, insure, build upon, improve, demolish, abandon, and alter all or any part of my real property;
- (ix) employ laborers;
- (x) obtain or vacate plats and adjust boundaries;
- (xi) adjust differences in the property's value on exchange or partition by giving or receiving consideration;
- (xii) release or partially release real property from a lien;
- (xiii) enter into any contracts, covenants, and warranty agreements regarding my real property that my Attorney-in-Fact considers appropriate; and
- (xiv) encumber property, including homestead property under South Carolina law or the laws of any other state, by mortgage or deed of trust.

Section 3.03 Tangible Personal Property Management

My Attorney-in-Fact may manage any tangible personal property I now own or may acquire in the future. Unless specifically limited by the other provisions of this General Durable Power of Attorney, my Attorney-in-Fact may:

- (i) lease and sublease property for any period, and grant options to lease or subdivide property, even if the term of the lease, sublease, or option extends beyond the term of this General Durable Power of Attorney;
- (ii) recover my property by all lawful means;
- (iii) collect and sue for rents;
- (iv) take possession of and use my property in order to exercise any authority granted in this Power of Attorney;
- (v) pay, compromise, or contest tax assessments and apply for tax assessment refunds;
- (vi) maintain, protect, repair, preserve, insure, improve, destroy, and abandon all or any part of my property; and
- (vii) grant security interests in my property.

My Attorney-in-Fact may accept tangible personal property as a gift or as security for a loan.

Section 3.04 Residence and Tangible Personal Property

Without limiting any other authority granted in this General Durable Power of Attorney, if my Attorney-in-Fact determines that I will never be able to return to my residence from a hospital, hospice, nursing home, convalescent home, or similar facility, my Attorney-in-Fact may sell, lease, sublease, or assign my interest in my residence on terms and conditions that my Attorney-in-Fact considers appropriate.

As it relates to items of tangible personal property remaining in my residence, my Attorney-in-Fact may:

- (i) store and safeguard any items, and pay all storage costs;
- (ii) sell any items that my Attorney-in-Fact believes I will never need again on terms and conditions that my Attorney-in-Fact considers appropriate; or
- (iii) transfer custody and possession of any item to the person named in my estate planning documents as the person to receive that item upon my death.

Section 3.05 Bank Accounts and Banking Transactions

My Attorney-in-Fact may establish bank accounts of any type in one or more bank institutions that my Attorney-in-Fact may choose. My Attorney-in-Fact may modify, terminate, make deposits to, write checks on, make withdrawals from (including by electronic funds transfer), and grant security interests in any account in my name or to which I am an authorized signatory, except accounts held by me in a fiduciary capacity. In exercising this authority, it does not matter whether or not the account was established by me or for me by my Attorney-in-Fact. My Attorney-in-Fact is authorized to negotiate, endorse, or transfer any check or other instrument with respect to any account, to contract for any services rendered by any bank or financial institution, and to execute, on my behalf as principal, any agency or power of attorney forms furnished by a bank with respect to accounts with the bank that appoints the bank or any person as my agent.

My Attorney-in-Fact is authorized to access, establish, cancel, or continue online bank accounts (through the Internet or other similar method) and conduct online banking transactions of any kind as authorized in this Section.

Section 3.06 Investments and Investment Transactions

My Attorney-in-Fact may invest and reinvest all or any part of my property in any other property of whatever type, real or personal, tangible or intangible, and whether located inside or outside the geographic borders of the United States and its possession or territories. Unless specifically limited by the other provisions of this General Durable Power of Attorney, my Attorney-in-Fact may:

- (i) invest in securities of all kinds, limited partnership interests, real estate or any interest in real estate whether or not productive at the time of investment, commodities contracts of all kinds, interests in trusts including investment trusts;
- (ii) participate in common, collective, or pooled trust funds or annuity contracts;

- (iii) sell or otherwise terminate any investment made by me or on my behalf, and establish and terminate savings and money market accounts at banks and other financial institutions;
- (iv) establish and terminate accounts with securities brokers and use brokerage accounts to make short sales and to buy on margin, and pledge any securities held or purchased in brokerage accounts as security for loans and advances made to the account;
- (v) access, establish, cancel, or continue online investment accounts (through the Internet or other similar method) and conduct online investment transactions of any kind as authorized in this Section;
- (vi) establish and terminate agency accounts with corporate fiduciaries; and
- (vii) employ and fire financial and investment advisors.

Section 3.07 Securities

My Attorney-in-Fact may exercise all rights regarding securities that I own now or in the future. Specifically, my Attorney-in-Fact may:

- (i) buy, sell, and exchange all types of securities and financial instruments, including, but not limited to, stocks, bonds, mutual funds, commodity futures contracts, and call and put options on stocks and stock indexes;
- (ii) receive certificates and other evidences of ownership with regard to securities;
- (iii) hold securities in bearer or uncertified form and use a central depository, clearing agency, or book-entry system such as The Depository Trust Company, Euroclear, or the Federal Reserve Bank of New York;
- (iv) execute stock powers or similar documents on my behalf and delegate to a transfer agent or similar person the authority to register any stocks, bonds, or other securities into or out of my name or nominee's name;
- (v) place all or any part of my securities in the custody of a bank or trust company or in the name of its nominee;
- (vi) employ a broker-dealer as custodian for my securities and register the securities in the name of the broker-dealer or its nominee;
- (vii) exercise voting rights with respect to securities in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote;
- (viii) participate in any reorganization, recapitalization, merger, or similar transaction; and
- (ix) exercise any subscription rights, option rights (whether or not qualified under the Internal Revenue Code) or other rights to which I am entitled now or in the future, or to sell and dispose of these rights, and, if required, to sign my name to rights, warrants, or other similar instruments.

Section 3.08 Obligations

My Attorney-in-Fact may collect all rights and benefits to which I am entitled now or in the future, including, but not limited to rights to, cash payments, property, debts, accounts, legacies, bequests, devises, dividends, and annuities. In collecting my obligations, unless specifically limited by the other provisions of this General Durable Power of Attorney, my Attorney-in-Fact may demand, sue for, arbitrate, settle, compromise, receive, deposit, expend for my benefit, reinvest, or otherwise dispose of these matters as my Attorney-in-Fact determines appropriate.

Section 3.09 Bankruptcy

My Attorney-in-Fact may act for me with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning me or some other person, or with respect to a reorganization, receivership, or application for the appointment of a receiver or trustee that affects an interest I have in any property or other thing of value.

Specifically, and without limiting the preceding, my Attorney-in-Fact may act for me with respect to filing for bankruptcy, and in support of such filing may—

- (i) employ counsel to represent me;
- (ii) select any exemptions available to me;
- (iii) determine which debts to reaffirm;
- (iv) make any decisions regarding repayment and reorganization plans;
- (v) discuss my affairs with credit-counseling and debtor-education services;
- (vi) discuss my affairs with and employ debt-restructuring services; and
- (vii) take any other actions to further my interests.

Section 3.10 Legal Actions

My Attorney-in-Fact may institute, supervise, prosecute, defend, intervene in, abandon, compromise, adjust, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial, or administrative hearings, actions, suits, or proceedings involving me in any way. This authority includes, but is not limited to, claims by or against me arising out of property damage or personal injury suffered by or caused by me or under circumstances such that the resulting loss may be imposed on me. My Attorney-in-Fact may otherwise engage in litigation involving me, my property, or my legal interests, including any property, interest, or person for which or whom I have or may have any responsibility.

Section 3.11 Fiduciary Positions

My Attorney-in-Fact may resign or renounce for me any fiduciary position I hold now or in the future including personal representative, trustee, guardian, attorney-in-fact, and officer or director of a corporation and any governmental or political office or position. In so doing, my Attorney-in-Fact may file an accounting with the appropriate court of competent jurisdiction or settle on the basis of a receipt, release, or other appropriate method.

Section 3.12 My Spouse

My Attorney-in-Fact (including my spouse acting as my Attorney-in-Fact) may deal with my spouse on my behalf. In dealing with my spouse, my Attorney-in-Fact may transfer, transmute, partition, or exchange any of my property interests, whether separate or community property, between my spouse and me. My Attorney-in-Fact may enter into and execute on my behalf marital property agreements, partition or exchange agreements, transmutation agreements, or community property agreements, and may enforce, amend, or revoke any such agreements between my spouse and me, but only with respect to rights and obligations in property owned by my spouse, by me, or by both of us, and with respect to reclassification of ownership, management, and control of such property.

Section 3.13 My Support

My Attorney-in-Fact may do anything reasonably necessary to maintain my customary standard of living, including:

- (i) maintain my residence by paying all operating costs, including, but not limited to, interest on mortgages or deeds of trust, amortization payments, repairs, and taxes, or by purchasing, leasing, or making other arrangement for a different residence;
- (ii) provide normal domestic help;
- (iii) provide clothing, transportation, medicine, food, and incidentals; and
- (iv) make all necessary arrangements, contractual or otherwise, for my care at any hospital, hospice, nursing home, convalescent home or similar establishment, or in my own residence should I desire it, and assure that all of my essential needs are met wherever I may be.

Section 3.14 Support of Dependents

My Attorney-in-Fact may make payments as my Attorney-in-Fact deems necessary for the health, education, maintenance, or support of my spouse and those my Attorney-in-Fact determines to be dependent on me for support.

Section 3.15 Recreation and Travel

My Attorney-in-Fact may, at my expense, allow me to engage in recreational and sports activities as my health permits, including travel.

Section 3.16 Advance Funeral Arrangements

My Attorney-in-Fact may make advance arrangements for my funeral and burial, including a burial plot, marker, and any other related arrangements that my Attorney-in-Fact considers appropriate.

Section 3.17 Memberships

My Attorney-in-Fact may establish, cancel, continue, or initiate my membership in organizations and associations of all kinds.

Article Four Additional Powers

In addition to the powers specified in Article Three, my Attorney-in-Fact has the powers specified in this Article. If a power specified in this Article conflicts with a power specified in Article Three, the power specified in this Article controls.

Section 4.01 Fixtures and Personality

My Attorney-in-Fact may engage in real estate transactions or transactions which involve any proprietary lease or stock evidencing my ownership of a cooperative apartment, including all fixtures and articles of personal property used in connection with the real property (my Attorney-in-Fact may include such property in the deeds, mortgages, agreements, and any other instruments to be executed and delivered in connection with real estate transactions and which may be described in said instruments with more particularity).

Section 4.02 Insurance Transactions

My Attorney-in-Fact may engage in insurance transactions, including applying for, maintaining, canceling, paying premiums on, increasing or decreasing coverage, collecting, borrowing from, transferring ownership, surrendering and/or purchasing insurance policies.

Section 4.03 Estate Transactions

My Attorney-in-Fact may engage in estate transactions, including Receipt, Release, and Refunding Agreements and Waivers and Consents.

Section 4.04 Disclaimers and Statutory Elections

My Attorney-in-Fact may make statutory elections and renounce or disclaim any interest in property by testate or intestate succession or by inter vivos transfer consistent with South Carolina law.

Section 4.05 Powers of Appointment

My Attorney-in-Fact may exercise in whole or in part, or decline to exercise, or disclaim my rights under any special or general power of appointment or any rights retained by me in any trust or otherwise, whether or not any such trust or other instrument was created by me or others.

Section 4.06 Trusts

My Attorney-in-Fact may create and fund inter vivos trusts of any type, whether revocable or irrevocable, and whether or not I am a beneficiary. With respect to any trust created by me or on my behalf, my Attorney-in-Fact may amend, modify, revoke, or terminate the trust. Further, my Attorney-in-Fact may add property to an existing or subsequently created trust, and accept transfers or distributions from any trustee of any trust, including

any trust over which I have a right of receipt or withdrawal, whether as grantor, beneficiary, or otherwise.

Also, and without limiting the authority granted to my Attorney-in-Fact in this Section, my Attorney-in-Fact may:

- (i) create and fund a sole-benefit trust in accordance with United States Code, Title 42, Section 1396p(c)(2)(B);
- (ii) create and fund a self-settled special needs trust in accordance with United States Code, Title 42, Section 1396p(d)(4)(A);
- (iii) create and fund a qualified income trust in accordance with United States Code, Title 42, Section 1396p(d)(4)(B) if such a trust should be deemed necessary to qualify me for Medicaid benefits, and make arrangements for the diversion of my income to such a trust as necessary to comply with applicable Medicaid rules and regulations; and
- (iv) sign all necessary documents to allow me to join any trust qualifying under United States Code, Title 42, Section 1396p(d)(4)(C) and transfer any portion of my assets to such trust.

Section 4.07 Safe-Deposit Boxes

My Attorney-in-Fact may enter any safe-deposit box or other place of safekeeping standing in my name alone or jointly with another and to remove the contents and to make additions.

Section 4.08 Loans and Notes

My Attorney-in-Fact may engage in all dealings with respect to loans and forgiveness of debts. My Attorney-in-Fact may borrow money on such terms as my Attorney-in-Fact may decide in his or her sole discretion, on a secured or unsecured basis, and to execute all notes, mortgages, and other instruments relating to such, provided any such loan carries a fair market interest rate.

Section 4.09 Annuities

My Attorney-in-Fact may waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan. My Attorney-in-Fact may withdraw from, transfer ownership, surrender, or purchase any commercial annuity, private annuity, or grantor retained annuity trust.

Section 4.10 Government Agencies and Benefits

My Attorney-in-Fact has the unrestricted power to deal with and obtain maximum entitlements and benefits relating to the Social Security Administration, Veterans Administration, Social Services Departments, Social Security Disability Insurance, Supplemental Security Income, Medicaid, Medicare, Worker's Compensation and all other government benefits or entitlement programs, including claims, planning for eligibility, and submission of applications and appeals. In this regard, my Attorney-in-Fact is authorized to execute and deliver any power of attorney or authorization-to-act form

requested or required by a governmental agency. This power shall impose no affirmative duty on my Attorney-in-Fact to provide information and/or documentation to any government agency.

Section 4.11 Deal with Tax Authorities

My Attorney-in-Fact is authorized to:

- (i) deal with tax authorities, to execute and sign on my behalf any and all Federal, state, local, and foreign income and gift tax returns (as authorized under Section 1.6012-1(a)(5) of Title 26 of the Code of Federal Regulations or under any state, local, or foreign authority), including estimated returns and interest, dividends, gains, and transfers, and to pay any taxes, penalties, and interest due thereon;
- (ii) represent me or to sign an Internal Revenue Service Form 2848 (Power of Attorney or Declaration of Representative) or Form 8821 (Tax Information Authorization), or comparable authorization, appointing a qualified lawyer, certified public accountant, or enrolled agent (including my Attorney-in-Fact, if so qualified) to represent me before any office of the Internal Revenue Service, state, local, or foreign taxing authority with respect to the types of taxes and years referred to above, and to specify on said authorization said types of taxes and years;
- (iii) receive from or inspect confidential information in any office of the Internal Revenue Service, state, local, or foreign tax authority;
- (iv) receive and deposit, in any one of my bank accounts, or those of any revocable trust of mine, checks in payment of any refund of Federal, state, local, or foreign taxes, penalties, and interest;
- (v) execute waivers (and offers of waivers) of restrictions on assessment or collection of deficiencies in taxes and waivers of notice of disallowance of a claim for credit or refund;
- (vi) execute consents extending the statutory period for assessment or collection of such taxes; to execute Offers in Compromise and Closing Agreements under Section 7121 or comparable provisions of the Internal Revenue Code, as amended, or any federal, state, local, or foreign tax statutes or regulations; and
- (vii) delegate authority to, or substitute another representative for any one of those previously appointed by me or my Attorney-in-Fact, and to receive copies of all notices and other written communications involving my federal, state, local, or foreign taxes at such address as my Attorney-in-Fact designates.

Section 4.12 Employment of Professionals

My Attorney-in-Fact may retain, discharge, and pay for, in the sole discretion of my Attorney-in-Fact, the services of professionals, including, but not limited to, information technology experts, attorneys, accountants, financial planners, geriatric care managers, social workers, and any other health care professionals. My Attorney-in-Fact is not obligated to retain or pay for any health care professional on my behalf.

Section 4.13 Gifting Powers

Notwithstanding any other provision of this General Durable Power of Attorney, my Attorney-in-Fact may make gifts of any interest I have in real or personal property (“my property”) in any amount and in excess of the annual exclusion amount under Internal Revenue Code Section 2503(b), as amended, including gifts of real and personal property, outright or in trust, to or for the benefit of those persons or charitable entities, including my Attorney-in-Fact, to whom, whether by right of survivorship, direction in my last will and testament, trust, or otherwise, such property would pass were I then deceased (such persons being hereinafter referred to as “Donees”). All gifts of my property shall be made keeping in mind: (1) the resources, both public and private, available for my care after the making of such gifts; and (2) the objective of preserving the largest possible amount of my estate for my Donees in the event I die, become incapacitated, or require long term care services. Accordingly, I authorize and encourage my Attorney-in-Fact to engage in estate planning, financial planning, Medicaid planning, long term care planning and/or asset preservation planning, to such extent and in such manner, as my Attorney-in-Fact shall deem necessary or advisable in order to serve my wishes. Gifts made pursuant to the authority granted herein shall, for all purposes, be deemed to have been “in my best interest” if: (1) made in accordance with the provisions of this section; and (2) made in the context of estate planning, financial planning, Medicaid planning, long term care planning and/or asset preservation planning pursuant to the recommendations of an attorney-at-law experienced in such matters.

Unless otherwise specified above, the value of any gift made pursuant to this Section may exceed the annual dollar limits of the federal gift tax exclusion under Section 2503(b) of the Internal Revenue Code. Further, any gift made pursuant to this Section must be made in accordance with, and to the extent my Attorney-in-Fact has actual knowledge of, the following:

- (i) my pattern of prior giving; or
- (ii) the provisions contained in my estate planning or any other documents for beneficiaries to receive assets upon my death (for example, a trust, will, annuity or life insurance contract, or deed naming beneficiaries).

Section 4.14 Gift-Splitting

My Attorney-in-Fact may make, join, and consent to gifts by my spouse pursuant to Section 2513 of the Internal Revenue Code, even if such gifts exceed my aggregate annual gift tax exclusion amount under Section 2503(b) of the Internal Revenue Code.

Section 4.15 Intent to Return Home

It is my intention to return home if I should be in a hospital, rehabilitation center, or nursing home, and my Attorney-in-Fact shall take all steps, including, but not limited to, executing any document, affidavit, or Declaration of Intent to Return Home on my behalf, to effectuate the same.

Section 4.16 Domicile

My Attorney-in-Fact may change or maintain my domicile and/or residency for any and all purposes and take any and all actions to effectuate the foregoing.

Section 4.17 Nomination of Conservator

I intend hereby to render unnecessary any future proceeding for a court-appointed Conservator in the event I become temporarily or permanently incapacitated or incompetent. Accordingly, I request, in the strongest possible terms, that any court that may receive or act upon a petition for the appointment of a Conservator should deny such petition so long as my Attorney-in-Fact is acting under this power of attorney.

If a Conservator is ever appointed for me in spite of this request, I direct that the person serving, or named to serve, as my Attorney-in-Fact under this power of attorney be named as my Conservator.

Section 4.18 Marital Agreements and Designation of Spouse as Attorney-in-Fact

My Attorney-in-Fact may enter into, modify, or amend any pre-nuptial or post-nuptial agreement to which I am or hereafter become a party. If a named Attorney-in-Fact is my spouse, then this power of attorney as to that named Attorney-in-Fact is automatically revoked, and that Attorney-in-Fact is deemed to have resigned as Attorney-in-Fact upon the filing of any separation or dissolution action between us.

Section 4.19 Caregiver Agreements

My Attorney-in-Fact may enter into, execute, modify, alter, or amend any contract or agreement (for example, a Caregiver Agreement or Personal Services Contract) pertaining to my medical, personal, or general care that I may require at my residence, assisted living facility, nursing facility, or in another's residence on my behalf. I expressly authorize my Attorney-in-Fact to also serve as a caregiver under any such agreement and to be paid in accordance with the terms and conditions of such agreement, provided, however, that such services are compensated at fair market value.

Section 4.20 Qualified Plans

Notwithstanding the provisions of Section 1.04 of this General Durable Power of Attorney, my Attorney-in-Fact may deal in all respects with any Qualified Plan or Individual Retirement Account that I may own and to make any and all available elections or beneficiary designations on my behalf. If my spouse is a participant in a Qualified Plan or Individual Retirement Account, I authorize my Attorney-in-Fact to effect any waiver of my rights to any portion of said Plan or to any payout arrangement which may require my consent or approval by law, under any such Plan, or otherwise.

Section 4.21 Enforcement Proceedings

My Attorney-in-Fact may commence enforcement proceedings, at my expense, against any bank, savings and loan association, credit union, financial institution, brokerage firm, stock

transfer agent, insurance company, title insurance company, or other person or entity that fails or refuses to honor this durable power of attorney.

Section 4.22 Credit Cards

My Attorney-in-Fact may use any credit card in my name; to make purchases on my behalf; to open a new credit card account and to close any existing credit card account.

Section 4.23 Online Accounts, Digital Assets, and Digital Devices

Without limiting any other provision of this General Durable Power of Attorney, and subject to the limitations of any other provision of this General Durable Power of Attorney, my Attorney-in-Fact has the powers described in this Section.

My Attorney-in-Fact has full authority to deal with Online Accounts, Digital Assets, and Digital Devices of all kinds, wherever located. This authority includes, but is not limited to, the power to acquire, create, establish, access, control, modify, cancel, delete, continue, transfer, and take possession of such accounts, assets, and devices.

However, if I have used an online tool to direct the custodian of an Online Account, Digital Asset, or Digital Device to not disclose certain information, and if the online tool allows for the modification or deletion of that direction at all times, then such direction overrides the authority granted in this Section.

Further, even though state law might not require a custodian to disclose a deleted digital asset, my Attorney-in-Fact is authorized to access them, and the custodian will be held harmless for doing so.

My Attorney-in-Fact may request and change my access credentials to any Online Account, Digital Asset, and Digital Device (such as username, password, and secret question), and any third-party dealing with my Attorney-in-Fact in good faith will be held harmless for releasing such access credentials.

For purposes of this General Durable Power of Attorney, the following definitions apply:

(a) Online Accounts

The term "Online Accounts" means accounts that are accessible through the Internet or other similar method, including, but not limited to: bank accounts; investment accounts; other financial accounts; accounts with health care providers; social media accounts (like LinkedIn, Facebook, and Twitter); gambling and poker accounts; accounts with publishers; accounts for access to employee benefits; email accounts; accounts with Internet service providers; accounts to manage websites and website domain names; accounts with retail vendors; tax-preparation service accounts; affiliate marketing accounts; accounts with utility companies; user access accounts on third-party Digital Devices; and any other online account.

(b) Digital Assets

The term "Digital Assets" means intangible personal property related to digital technology (whether located on a Digital Device or an Online

Account), including, but not limited to: emails sent or received; text messages sent or received; other digital communications sent or received; digital music; digital photographs; digital videos; software licenses; social network accounts; file sharing accounts; online access to financial accounts; domain registrations; DNS service accounts; website hosting accounts; personal and commercial websites; tax preparation service accounts; online store accounts; affiliate marketing accounts; and other types of online accounts and digital items that currently exist or may exist as technology develops.

(c) Digital Devices

The term “Digital Devices” means tangible personal property related to digital technology capable of storing Digital Assets or accessing Online Accounts, and includes, but is not limited to: desktop computers; laptop computers; tablet computing devices (tablets); other mobile computing devices; peripheral devices; hard disk drives; solid state drives; flash memory devices; other storage devices; mobile telephones; smartphones; and any other type of digital device that currently exists or may exist as technology develops.

Section 4.24 Domestic Pets

My Attorney-in-Fact may make reasonable expenditures for the care, maintenance, support, and general welfare of my domestic pets, if any. Specifically, and without limitation, my Attorney-in-Fact may consent to and make reasonable expenditures for medical treatment, boarding, and kennel care of any of my domestic pets. I authorize any and all payments from my funds for pet care provided by any person or entity, including my Attorney-in-Fact.

In addition, my Attorney-in-Fact may acquire a domestic service pet if, in my Attorney-in-Fact’s sole discretion, such service pet will benefit me.

Section 4.25 Estate and Long Term Care Planning

Notwithstanding the provisions of Section 1.04 of this General Durable Power of Attorney, my Attorney-in-Fact may engage in estate and long term care planning in furtherance of achieving asset preservation. Property transfers made pursuant to the authority granted herein may be made without restriction as to the value of the transfer, and shall, for all purposes, be deemed to have been “in my best interest” if: (1) made in accordance with the provisions of this section; and (2) made in the context of estate planning, financial planning, Medicaid planning, long term care planning, or asset preservation planning pursuant to the recommendations of an attorney-at-law experienced in such matters. My Attorney-in-Fact may engage in such planning based on all relevant factors, including:

- (i) the value and nature of my property;
- (ii) my foreseeable obligations and need for maintenance;
- (iii) minimization of taxes, including income, estate, inheritance, generation skipping transfer, and gift taxes; and

- (iv) eligibility for a benefit, a program, or assistance under a statute or government regulation.

Notwithstanding the provisions of Section 1.04 of this General Durable Power of Attorney, my Attorney-in-Fact may take any action necessary to effectuate the foregoing, including to qualify me for Social Security Benefits, Supplemental Security Income, Veterans Benefits, Medicaid or any other government benefit program. Such actions may include but shall not be limited to the following:

- (i) convert non-exempt resources into exempt resources;
- (ii) divest me of assets, without restriction as to the value of the divestment;
- (iii) if my Attorney-in-Fact is my spouse, my spouse may protect our assets, whether owned by me alone, my spouse alone, or by us together as husband and wife, so that my spouse's impoverishment because of my health care costs can be avoided, by whatever lawful methods that might be available;
- (iv) sign a Spousal Refusal (even if my Attorney-in-Fact is my spouse);
- (v) sign an Assignment of Support (even if my Attorney-in-Fact is my spouse);
- (vi) divide community property assets equally or unequally between my spouse and me, without restriction as to the difference of the value of our shares, if any;
- (vii) sign an application for Medical Assistance or any other government benefit program;
- (viii) serve as representative payee;
- (ix) transfer the family residence to a spouse who does not need long-term health or nursing care, without restriction as to the value of the transfer;
- (x) make home improvements and additions to my family residence;
- (xi) pay off, partly or in full, any encumbrance on my family residence;
- (xii) purchase a family residence, if I do not own a family residence;
- (xiii) purchase a more expensive family residence; and
- (xiv) attend and represent me at Fair Hearings.

Section 4.26 Ownership and Rights of Survivorship

Notwithstanding the provisions of Section 1.04 of this General Durable Power of Attorney, my Attorney-in-Fact may select, create, or change the rights of survivorship on any and all of my property, whether real or personal, including bank and investment accounts, insurance policies, annuities, qualified or nonqualified retirement plans, and real property interests, and may do so by any means, including by changing ownership, such as adding a joint owner. My Attorney-in-Fact may designate survivorship rights among one or more remaindermen and may designate the form of title among multiple remaindermen, including, but not limited to, as tenants in common, joint tenants, community property, or tenants by the entirety.

In particular, my Attorney-in-Fact may execute any deed designating beneficiaries, including an enhanced life estate deed (also known as a “ladybird” deed), including with respect to my homestead property, if any, and may conduct any and all transactions with full power and authority in my Attorney-in-Fact to sell, convey, mortgage, lease, and otherwise dispose of the property in accordance with the terms of the deed.

Section 4.27 Beneficiary Designations

Notwithstanding the provisions of Section 1.04 of this General Durable Power of Attorney, my Attorney-in-Fact may select, create, or change beneficiary designations on any and all of my property, whether real or personal, including bank and investment accounts, insurance policies, annuities, qualified or nonqualified retirement plans, and real property interests.

Section 4.28 Spiritual and Religious Needs

My Attorney-in-Fact may arrange for the involvement of religious clergy or spiritual leaders in my care, provide said persons access to me at all times, arrange or maintain my membership in religious or spiritual organizations, and create opportunities for me to derive comfort and spiritual satisfaction from such activities, including the purchase of religious books, tapes, and other materials.

Section 4.29 Companionship

My Attorney-in-Fact may provide for such companionship for me, in the sole discretion of my Attorney-in-Fact, as will meet my needs and preferences at a time when I am disabled or otherwise unable to arrange for such companionship myself.

Section 4.30 U.S. Mail

My Attorney-in-Fact may open, read, respond to, and redirect my mail, and represent me before the U.S. Postal Service in all matters relating to mail service.

Article Five Incidental Powers

My Attorney-in-Fact may perform those acts and execute and deliver those legal documents necessary or appropriate to the exercise of the powers set forth in this General Durable Power of Attorney, including, but not limited to, the following incidental powers.

Section 5.01 Court Proceedings

My Attorney-in-Fact may commence any court proceedings necessary to protect my legal rights and interests under this General Durable Power of Attorney including, but not limited to:

- (i) actions for declaratory judgments from any court of competent jurisdiction interpreting the validity of this General Durable Power of Attorney and any of the

acts sanctioned by this General Durable Power of Attorney; provided, however, that my Attorney-in-Fact need not seek a declaratory judgment to perform any act sanctioned by this General Durable Power of Attorney;

- (ii) actions for mandatory injunctions requiring any person or entity to comply with my Attorney-in-Fact's directions as authorized by this General Durable Power of Attorney; and
- (iii) actions for actual and punitive damages and the recoverable costs and expenses, including reasonable attorney's fees, of such litigation against any person or entity who negligently or willfully fails or refuses to follow my Attorney-in-Fact's directions as authorized by this General Durable Power of Attorney.

Section 5.02 Document Execution

My Attorney-in-Fact may sign, execute, endorse, seal, acknowledge, deliver, and file or record all appropriate legal documents necessary to exercise the powers granted under this General Durable Power of Attorney.

Section 5.03 Custody of Documents

My Attorney-in-Fact may take, give, or deny custody of my important documents, including my Will and any codicils, trust agreements, deeds, leases, life insurance policies, contracts, or securities. My Attorney-in-Fact may disclose or not disclose the whereabouts or contents of those documents as my Attorney-in-Fact believes appropriate.

Article Six Limitation on Powers

All powers granted to my Attorney-in-Fact under this General Durable Power of Attorney are subject to the limitations set forth in this Article.

Section 6.01 My Attorney-in-Fact to Avoid Disrupting My Estate Plan

If it becomes necessary for my Attorney-in-Fact to liquidate or reinvest any of my assets to provide support for me, I direct that my Attorney-in-Fact, to the extent that it is reasonably possible, avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.

If it is necessary to disrupt the dispositive provisions of my estate plan, my Attorney-in-Fact will use his or her best efforts to restore my plan as soon as possible. My Attorney-in-Fact will make reasonable efforts to obtain and review my estate plan. I authorize any person with knowledge of my estate plan or possession of my estate planning documents to disclose information to my Attorney-in-Fact and to provide copies of documents to my Attorney-in-Fact.

Section 6.02 Tax Sensitive Powers

No individual serving as my Attorney-in-Fact may exercise any fiduciary power or discretion if the exercise of that power or discretion would:

- (i) cause any income generated by my property to be attributed to my Attorney-in-Fact for federal income tax purposes;
- (ii) cause the value of any property subject to this General Durable Power of Attorney to be included in my Attorney-in-Fact's gross estate for federal estate tax purposes;
- (iii) cause any distribution made or allowed to be made by my Attorney-in-Fact to be treated as a gift from my Attorney-in-Fact; or
- (iv) discharge a legal obligation of my Attorney-in-Fact.

If the exercise of a power by my Attorney-in-Fact under this General Durable Power of Attorney would cause any of the foregoing results, a Special Attorney-in-Fact appointed under the provisions of Section 7.03 may exercise the power or discretion.

The Special Attorney-in-Fact appointed for this purpose must be an individual who is not related or subordinate to my Attorney-in-Fact within the meaning of Section 672(c) of the Internal Revenue Code.

Article Seven Administrative Powers and Provisions

This Article contains certain administrative powers and provisions that facilitate the use of the General Durable Power of Attorney and that protect my Attorney-in-Fact and those who rely upon my Attorney-in-Fact.

Section 7.01 Compensation and Reimbursement to Attorney-in-Fact

If my Attorney-in-Fact is a professional (such as an attorney; accountant; geriatric care manager; professional guardian, conservator, or other fiduciary; or other professional, including entities that provide similar services), my Attorney-in-Fact is entitled to compensation for services rendered pursuant to this General Durable Power of Attorney at such professional's then stated rates. If my Attorney-in-Fact is not a professional, my Attorney-in-Fact is not entitled to compensation.

Whether or not my Attorney-in-Fact is a professional, my Attorney-in-Fact is entitled to reimbursement for costs reasonably incurred while acting as my Attorney-in-Fact, including, but not limited to: phone bills; postage; and travel expenses, if necessary, to supervise my care.

Section 7.02 Release of Information

My Attorney-in-Fact may release and obtain, as the case may be, any and all information regarding my financial investments, taxes, and estate planning, including any information or documents regarding stocks, bonds, certificates of deposit, bank accounts, tax returns,

retirement accounts, pension plans, wills, trusts, powers of attorney, advance directives, and any other documents or information regarding my financial affairs, taxes, or estate planning from my attorneys-at-law, financial advisors, insurance professionals, accountants, stockbrokers, stock transfer agents, and any other persons having such information.

I release these persons or entities from any liability for releasing the above-referenced information to my Attorney-in-Fact in reliance on this Section.

If my Attorney-in-Fact is an attorney-at-law or other accounting or financial professional, the professional regulations of my Attorney-in-Fact's profession and federal law may prohibit my Attorney-in-Fact from releasing information about my financial affairs to others if I am a client of my Attorney-in-Fact. This instrument, therefore, is a limited waiver of any privilege (such as the attorney-client privilege) that I have established with any Attorney-in-Fact as a client. The privilege is waived for the limited purpose of permitting my Attorney-in-Fact to perform his or her duties under this General Durable Power of Attorney.

Section 7.03 Appointment of a Special or Ancillary Attorney-in-Fact

My Attorney-in-Fact may appoint, in writing, a corporate fiduciary or an individual to serve as Special Attorney-in-Fact to exercise any power under this General Durable Power of Attorney. My Attorney-in-Fact may revoke any such appointment at will.

If my Attorney-in-Fact determines that it is necessary or desirable to appoint an Ancillary Attorney-in-Fact to act under this General Durable Power of Attorney in a jurisdiction other than this one, my Attorney-in-Fact may do so. In making an appointment, my Attorney-in-Fact may sign, execute, deliver, acknowledge, and make declarations in any documents that may be necessary, desirable, convenient, or proper in order to carry out the appointment.

A Special or Ancillary Attorney-in-Fact may exercise all powers granted by this General Durable Power of Attorney unless expressly limited elsewhere in this General Durable Power of Attorney or by the instrument appointing the Special or Ancillary Attorney-in-Fact. A Special or Ancillary Attorney-in-Fact may resign at any time by delivering written notice of resignation to my Attorney-in-Fact. Notice of resignation shall be effective in accordance with the terms of the notice.

Section 7.04 Attorney-in-Fact Authorized to Employ My Attorney

My Attorney-in-Fact may employ the attorney who prepared this General Durable Power of Attorney or any other attorney employed by me in connection with my estate plan or business matters and I specifically:

- (i) waive any and all conflicts of interest that might arise through such employment;
- (ii) authorize the attorney to make full disclosure of my estate plan and business to the Attorney-in-Fact; and
- (iii) authorize the attorney to accept the engagement.

Section 7.05 Fiduciary Eligibility of Attorney-in-Fact

My Attorney-in-Fact is eligible to serve in any other fiduciary capacity for me or for my benefit, including trustee, guardian, conservator, committee, executor, administrator, or personal representative.

Section 7.06 Amendment and Revocation

I may amend or revoke this General Durable Power of Attorney at any time. Amendments to this document must be made in writing by me personally (not by my Attorney-in-Fact) and must be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

The written notice of amendment or revocation to my Attorney-in-Fact must be:

- (i) personally delivered and receipt of delivery received;
- (ii) mailed postage prepaid by certified mail, return receipt requested, to the last known address of my Attorney-in-Fact; or
- (iii) sent by express mail or commercial expedited delivery providing a receipt for such delivery.

If this General Durable Power of Attorney is amended or revoked, no person will incur any liability to me or my estate as a result of permitting my Attorney-in-Fact to exercise any power authorized by this General Durable Power of Attorney prior to that person's receipt of notice that it was amended or revoked.

Section 7.07 Resignation

My Attorney-in-Fact may resign by the execution of a written resignation delivered to me (or my guardian if I am incapacitated and one has been appointed for me) and to any Attorney-in-Fact serving together with the resigning Attorney-in-Fact, or if none, to the next successor Attorney-in-Fact. If I am incapacitated, notice may be delivered to any person with whom I am residing or who has my care and custody.

Section 7.08 Signature of Attorney-in-Fact

My Attorney-in-Fact shall use substantially the following form when signing documents on my behalf pursuant to this power:

[Attorney-in-Fact's name], as Attorney-in-Fact for Raymond Zeigler.

Section 7.09 Interpretation

This General Durable Power of Attorney is a general power of attorney and should be interpreted as granting my Attorney-in-Fact all general powers permitted under South Carolina law. The description of specific powers is not intended to, nor does it, limit or restrict any of the general powers granted to my Attorney-in-Fact.

Section 7.10 Use of “Attorney-in-Fact” Nomenclature

The word “Attorney-in-Fact” and any modifying or equivalent word or substituted pronoun includes the singular and the plural, as well as the masculine, feminine, and neuter genders.

Section 7.11 Third-Party Reliance

No person who relies in good faith on the authority of my Attorney-in-Fact under this General Durable Power of Attorney will incur any liability to me, my estate, or my heirs, successors, and assigns.

Any party dealing with my Attorney-in-Fact may conclusively rely upon an affidavit or certificate of my Attorney-in-Fact stating that:

- (i) the authority granted to my Attorney-in-Fact under this General Durable Power of Attorney is in effect;
- (ii) my Attorney-in-Fact’s actions are within the scope of my Attorney-in-Fact’s authority under this General Durable Power of Attorney;
- (iii) I was competent when I executed this General Durable Power of Attorney;
- (iv) I have not revoked this General Durable Power of Attorney; and
- (v) my Attorney-in-Fact is currently serving as my Attorney-in-Fact.

Section 7.12 Effect of Duplicate Originals or Copies

If this General Durable Power of Attorney has been executed in multiple counterparts, each counterpart original will have equal force and effect. My Attorney-in-Fact may make copies of this General Durable Power of Attorney and each copy will have the same force and effect as the original. A copy means an electronic, digital, facsimile, photocopy, or other reproduction of this General Durable Power of Attorney.

Section 7.13 Governing Law

This General Durable Power of Attorney’s validity and interpretation will be governed by South Carolina law. To the extent permitted by law, this General Durable Power of Attorney is applicable to all of my property (whether real or personal, tangible or intangible, or legal or equitable), wherever located, and whether or not the property is owned by me now or in the future.

Section 7.14 Severability

If any provision of this General Durable Power of Attorney is declared invalid for any reason, the remaining provisions will remain in full force and effect.

Article Eight

Duties and Liabilities of My Attorney-in-Fact

Section 8.01 Duty to Account

My Attorney-in-Fact shall render statements of account of receipts, disbursements, principal on hand, and transactions conducted on my behalf if:

- (i) ordered by a court;
- (ii) requested by me, a guardian, conservator, trustee, or other fiduciary acting on my behalf; or
- (iii) upon my death, requested by the Personal Representative of my estate.

If so requested, my Attorney-in-Fact shall comply with the request within 30 days or provide a writing or other record substantiating why additional time is needed and shall comply with the request within an additional 30 days.

Section 8.02 Limitation of Liability of My Attorney-in-Fact

I release and discharge any Attorney-in-Fact acting in good faith from any and all civil liability and from all claims or demands of all kinds whatsoever by me, my estate, and my heirs, successors, and assigns arising out of the acts or omissions of my Attorney-in-Fact, except for duties committed dishonestly, with improper motive, or with reckless indifference to the purposes of this General Durable Power of Attorney or my best interests, including willful misconduct or gross negligence. This protection extends to the estate, heirs, successors, and assigns of my Attorney-in-Fact.

In particular, any Attorney-in-Fact who acts in good faith is not liable to any beneficiary of my estate plan for failure to preserve the plan, and absent a breach of duty to me, my Attorney-in-Fact is not liable if the value of my property declines.

Article Nine

Acceptance of Appointment as Attorney-in-Fact

Any manifestation of acceptance of appointment as Attorney-in-Fact, whether in writing or by conduct, is an acceptance of all aspects of this General Durable Power of Attorney, and may not be limited to only certain aspects. Appointment as Attorney-in-Fact is accepted by:

- (i) signing any document manifesting acceptance;
- (ii) exercising any authority or performing any duties as Attorney-in-Fact under this General Durable Power of Attorney; or
- (iii) any other assertion or conduct indicating acceptance.

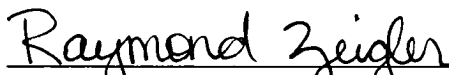
Article Ten

Declarations of the Principal

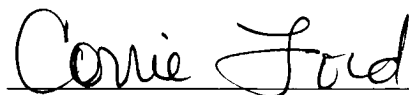
I understand that this General Durable Power of Attorney is an important legal document. Before executing this General Durable Power of Attorney, my attorney explained to me the following:

- (i) that this General Durable Power of Attorney provides my Attorney-in-Fact with broad powers to dispose of, sell, convey, and encumber my real and personal property;
- (ii) that the powers will exist for an indefinite period of time unless I revoke this General Durable Power of Attorney or I have limited their duration by specific provisions herein;
- (iii) that this General Durable Power of Attorney remains in full force and effect during my subsequent disability or incapacity; and
- (iv) that I may revoke or terminate this General Durable Power of Attorney at any time.

Dated: May 8, 2018


Raymond Zeigler, Principal

(Signed by Corrie Ford at the direction of Raymond Zeigler and in his presence, due to his inability to sign)


Signature

ELECTRONICALLY FILED - 2025 May 09 11:34 AM - GREENVILLE - COMMON PLEAS - CASE#2025CP2301759

ANNA E. FORSYTHE

CHADWICKE L. GROOVER

2018034627 DE BK 2538 PG 0329 (LAST PAGE)

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	IN THE COURT OF COMMON PLEAS THIRTEEN JUDICIAL COURT
Kimberly Haag, Individually and as Personal Representative of the Estate of Raymond Zeigler, Plaintiff, v. Carlyle Senior Care of Fountain Inn, LLC, Carlyle Senior Care Management Company, Inc., New Day Health Ventures, LLC, LARK of Fountain Inn, LLC, Fountain Inn Healthcare, LLC d/b/a Fountain Inn Post Acute, Providence Group, Inc., Providence Administrative Consulting Services, Inc., PACS Group, Inc., PACS Holdings, LLC, and 501 Gulliver Property, LLC, Defendants.	CASE NUMBER 2025-CP-23-01757 & 2025-CP-23-01759 MOTION FOR PROTECTIVE ORDER

PLEASE TAKE NOTICE that Fountain Inn Healthcare d/b/a Fountain Inn Post Acute, Providence Group, Inc., Providence Administrative Consulting Services, Inc., PACS Group, Inc., PACS Holdings, LLC, and 501 Gulliver Property, LLC (hereinafter "Defendants"), by and through its undersigned counsel, pursuant to Rules 26 of the South Carolina Rules of Civil Procedure, hereby move this Court for a Protective Order to Stay Discovery pending the resolution of the pending Motion to Dismiss, Stay Litigation and Discovery, and Compel Arbitration filed by Defendants on May 8, 2025.

Defendants further request that this Court hear this Motion along with its pending Motion to Dismiss, Stay Litigation and Discovery, and Compel Arbitration. This Motion is based upon and supported by the pleadings, Defendants' Motion to Dismiss, Stay Litigation and Discovery, and Compel Arbitration, applicable statute and case law, and any supporting memoranda to be filed with the Court prior to a hearing on this Motion.

Respectfully submitted,

BURR & FORMAN, LLP

s/ Nicholas C.C. Stewart

J. Bennett Crites, III

Nicholas C.C. Stewart

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Daniel Island, SC 29492

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nstewart@burr.com

Attorneys for Defendants Fountain Inn

Healthcare d/b/a Fountain Inn Post Acute,

Providence Group, Inc., Providence

Administrative Consulting Services, Inc.,

PACS Group, Inc., PACS Holdings, LLC, and

501 Gulliver Property, LLC

May 8, 2025

Charleston, South Carolina

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	IN THE COURT OF COMMON PLEAS THIRTEEN JUDICIAL COURT
Kimberly Haag, Individually and as Personal Representative of the Estate of Raymond Zeigler, Plaintiff, v. Carlyle Senior Care of Fountain Inn, LLC, Carlyle Senior Care Management Company, Inc., New Day Health Ventures, LLC, LARK of Fountain Inn, LLC, Fountain Inn Healthcare, LLC d/b/a Fountain Inn Post Acute, Providence Group, Inc., Providence Administrative Consulting Services, Inc., PACS Group, Inc., PACS Holdings, LLC, and 501 Gulliver Property, LLC, Defendants.	CASE NUMBER 2025-CP-23-01757 & 2025-CP-23-01759 MOTION FOR PROTECTIVE ORDER

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Respectfully submitted,

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s/ Nicholas C.C. Stewart

J. Bennett Crites, III

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Attorneys for Defendants Fountain Inn

Healthcare d/b/a Fountain Inn Post Acute,

Providence Group, Inc., Providence

Administrative Consulting Services, Inc.,

PACS Group, Inc., PACS Holdings, LLC, and

501 Gulliver Property, LLC

May 8, 2025

Charleston, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	CIVIL ACTION NO.: 2025-CP-23-01757
	)	Survival Action
Kimberly Haag, Individually and as Personal Representative of the Estate of Raymond Zeigler,	)	
	)	DEFENDANTS CARLYLE SENIOR CARE OF FOUNTAIN INN, LLC;
Plaintiff,	)	CARLYLE SENIOR CARE MANAGEMENT COMPANY, INC.;
	)	NEW DAY HEALTH VENTURES, LLC; AND LARK OF FOUNTAIN INN, LLC'S NOTICE OF MOTION AND MOTION TO COMPEL ARBITRATION
vs.	)	
	)	
Carlyle Senior Care of Fountain Inn, LLC, Carlyle Senior Care Management Company, Inc., New Day Health Ventures, LLC, LARK of Fountain Inn, LLC, Fountain Inn Healthcare, LLC d/b/a Fountain Inn Post Acute, Providence Group, Inc., Providence Administrative Consulting Services, Inc., PACS Group, Inc., PACS Holdings, LLC, and 501 Gulliver Property, LLC,	)	
	)	
Defendants.	)	

YOU WILL PLEASE NOTICE that Defendants Carlyle Senior Care of Fountain Inn, LLC, Carlyle Senior Care Management Company, Inc., New Day Health Ventures, LLC, and LARK of Fountain Inn, LLC (collectively "Defendants"), by and through their undersigned counsel, hereby move this Honorable Court for an Order to stay this action and compel arbitration. As grounds for this Motion, Defendants would show that:

1. Raymond Zeigler ("Zeigler") executed a General Durable Power of Attorney ("GDPOA") on May 8, 2018, wherein he appointed his daughter, Plaintiff Kimberly Haag ("Plaintiff"), as his true and lawful attorney-in-fact with authority to act on his behalf. The GDPOA was recorded with the Greenville County Register of Deeds on May 10, 2018. A true and accurate copy of the GDPOA is attached as **Exhibit A**.

2. In part, the GDPOA states:

My Attorney-in-Fact may . . . **arbitrate** . . . any and all legal, equitable, judicial, or administrative hearings, actions, suits, or proceedings involving me in any way. This authority includes, but is not limited to, **claims by** or against **me arising out of . . . personal injury** suffered by or caused by me or under circumstances such that the resulting loss may be imposed on me.

My Attorney-in-Fact may enter into, execute, modify, alter, or amend **any contract or agreement** (for example, a Caregiver Agreement or Personal Services Contract) pertaining to my medical, personal, or general care that I may require at my residence, assisted living facility, **nursing facility**, or in another's residence on my behalf.

This General Durable Power of Attorney is a general power of attorney and should be interpreted as granting my Attorney-in-Fact all general powers permitted under South Carolina law. The description of specific powers is not intended to, nor does it, limit or restrict any of the general powers granted to my Attorney-in-Fact. (emphasis added).

3. On December 22, 2022, Zeigler was admitted to Carlyle Senior Care of Fountain Inn, LLC ("CSC Fountain Inn"), a skilled nursing facility.

4. On December 22, 2022, upon Zeigler's admission to the facility, Plaintiff, on behalf of Zeigler and as his Representative, entered into an Admission Agreement which included a Mediation and Binding Arbitration Agreement ("Arbitration Agreement"). A true and accurate copy of the Admission Agreement and Arbitration Agreement is attached as **Exhibit B**.

5. In part, the Arbitration Agreement states:

THIS IS A BINDING AGREEMENT TO ARBITRATE **ALL CLAIMS** ARISING OUT OF THE RELATIONSHIP BETWEEN RESIDENT AND FACILITY. THE EXPRESS INTENT OF THE PARTIES IS TO SUBMIT **ALL CLAIMS** TO BINDING ARBITRATION EXCEPT AS EXPRESSLY SET FORTH HEREIN.

In this **MEDIATION AND BINDING ARBITRATION AGREEMENT** (hereinafter “Agreement”), the following definitions apply:

“Resident” “you” and “your” refers to the Resident identified above who is being admitted to the Facility. Resident also includes Resident’s legally Designated Representative(s). Resident’s Responsible Party, Resident’s family, and anyone situated in such a manner so as to assert a Claim against the Facility.

“Resident’s Legally Designated Representative” refers to the person who possesses actual legal authority to conduct affairs and make decisions on behalf of the Resident. This person includes, but is not limited to, the person who has been appointed as Guardian for the resident, and/or the person who possesses a Power of Attorney executed by the Resident.

“Resident’s Responsible Party” refers to . . . the person identified as the Resident’s Responsible Party in the Admission materials executed by Resident and/or Resident’s Legally Designated Representative, and who has agreed to serve as the primary point of contact for communications between the Facility and the Resident’s family.

“Facility” refers to the Facility identified above, and includes the Facility’s employees, agents, subcontractors, and parent and affiliated companies (including, but not limited to, Cooke Management Company, Inc.) and their employees and agents.

“Parties” and “party” refers to persons and entities defined within the scope of “Resident” and “Facility.”

“Claim(s)” include any and all claims, disputes or controversies of any and every variety between the parties related in any respect to the relationship and interactions of the Parties. The Parties’ express intent is for this Agreement to apply to Claims that presently exist, as well as any Claims as may arise or come to exist in the future. Except as expressly set forth herein or as excluded in Section II(c) of the Agreement, it is the intent of the Parties that all Claims be resolved between the Parties via binding arbitration.¹

¹ Section II(c) does not apply to Plaintiff’s claims; instead, Section II(c) applies to guardianship proceedings, claims involving less than \$5,000, claims brought after the expiration of the statute of limitations, and claims the parties mutually agree to resolve in a manner not entailing binding arbitration.

Intent of the Parties. The Parties expressly intend that all matters be resolved by arbitration, including, but not limited to, resolving any questions regarding the applicability and/or enforceability of this Agreement as well as resolving all Claims, existing presently or in the future, between the parties without regard for whether such Claims are presently known or unknown.

Scope of Agreement: . . . [T]he Parties expressly intend that the binding arbitration provisions of this Agreement apply to any and all Claims arising out of the relationship between the Parties, without regard for the nature of the Claim(s), the facts alleged to support or refute the Claim(s), or circumstances from which the alleged Claim(s) arose. This means that neither the Facility nor the Resident will be able to file a lawsuit in court to resolve any Claim(s) against the other. It also means that both the Facility and the Resident are relinquishing their right to a trial by judge and/or jury to resolve any Claim(s) against the other. The Parties freely choose arbitration, and the Parties understand that the arbitrator's decision is final and binding.

Right to Legal Counsel. Both Parties have the right to be represented by legal counsel in any binding arbitration proceedings initiated under this Agreement. Because this Agreement addresses important legal rights, the Facility encourages and recommends that the Resident obtain the advice and assistance of legal counsel to review the legal significance of this binding arbitration provision either prior signing this Agreement, or subsequent to signing but within the rescission period. Should any Party fail to obtain legal counsel at any point, they do so willingly and voluntarily.

Limited Right to Rescind this Agreement. Resident, or in the event of Resident's incapacity, Resident's Legally Designated Representative, has the right to rescind this Agreement by notifying the Facility in writing within thirty (30) days of the date as set forth above.

Entire Agreement. ...This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, personal representatives, successors, purchasers and assigns.

6. The Arbitration Agreement includes the scope of the claims asserted in the Complaint. All claims in the Complaint against these Defendants relate to Zeigler's residency at CSC Fountain Inn.

7. Plaintiff, on behalf of Zeigler as his duly appointed GDPOA and Representative, expressly waived her right, and the rights of any personal representative, heirs, and/or third-party beneficiaries, to file this lawsuit by voluntarily signing the Arbitration Agreement.

For the foregoing reasons, as well as for the reasons set forth in any supplemental memoranda or affidavits filed with the Court, Defendants respectfully request that the Court enter an Order to stay the case and compel arbitration.

This Motion is supported by the South Carolina Rules of Civil Procedure, applicable statutory and case law, and any supporting memoranda and/or affidavits, and any other such materials the court may receive at or prior to the time of a hearing on this Motion.

RULE 11, SCRCP CERTIFICATION

Pursuant to Rule 11, SCRCP, I affirm that prior to the filing of this Motion that I have communicated orally or in writing with opposing counsel and have attempted in good faith to resolve the matters contained in the Motion.

SIGNATURE ON FOLLOWING PAGE.

Respectfully submitted this 14th day of May, 2025, in Charleston, South Carolina.

HALL BOOTH SMITH, P.C.

/s/ Ashley S. Heslop

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*Counsel for Defendants Carlyle Senior Care of
Fountain Inn, LLC, Carlyle Senior Care
Management Company, Inc., New Day Health
Ventures, LLC, and LARK of Fountain Inn, LLC*

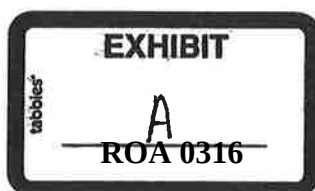
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FILED IN GREENVILLE COUNTY, SC *Timothy J. Harnett*

General Durable Power of Attorney
of

Raymond Zeigler

(May 8, 2018)

LAW OFFICES
UPSTATE ELDER LAW, P.A.
[REDACTED]
SIMPSONVILLE, SOUTH CAROLINA 29681
[REDACTED]



General Durable Power of Attorney of Raymond Zeigler

I, Raymond Zeigler of 400 A Fowler Road, Simpsonville, SC 29681, am creating a durable power of attorney intended to comply with South Carolina law. I hereby revoke all powers of attorney previously granted by me as Principal and terminate all Agency relationships created by me except:

- (i) powers granted by me under any Health Care Power of Attorney;
- (ii) powers granted by me on forms provided by financial institutions granting the right to write checks on, deposit funds to, and withdraw funds from accounts to which I am a signatory; and
- (iii) powers granting access to a safe deposit box.

Article One Appointment of Attorney-in-Fact

Section 1.01 Initial Attorney-in-Fact

I appoint Kimberly Dawn Haag to serve as my Attorney-in-Fact.

Section 1.02 Successor Attorney-in-Fact

If Kimberly Dawn Haag resigns, dies, becomes incapacitated, is not qualified to serve, or declines or otherwise fails to serve, I appoint Andrew Haag to serve as my successor Attorney-in-Fact.

Section 1.03 Spouse as Attorney-in-Fact

My spouse may not serve as my Attorney-in-Fact if we are legally separated. If a named Attorney-in-Fact was my spouse at the time of execution of this General Durable Power of Attorney and an action is filed for the dissolution or annulment of my marriage to the Attorney-in-Fact or for our legal separation, then that named Attorney-in-Fact may not serve (however, if I named a former spouse at the time of execution, my former spouse may serve as my Attorney-in-Fact).

Section 1.04 Self-Dealing by Spouse or Descendant

This Section only applies if my spouse or a descendant of mine is serving as my Attorney-in-Fact.

My agent may engage in acts of self-dealing, even if state law restricts acts of self-dealing. Unless expressly prohibited by another provision of this General Durable Power of Attorney, my Attorney-in-Fact may enter into transactions on my behalf in which my

Attorney-in-Fact is personally interested, so long as the terms of such transaction are fair to me. For example, my Attorney-in-Fact may purchase property from me at its fair market value without court approval.

Section 1.05 No Person Under 21 Years of Age May Serve as Attorney-in-Fact

No person named as my Attorney-in-Fact or successor Attorney-in-Fact may serve until that person has attained the age of 21 years.

Section 1.06 Prior or Joint Attorney-in-Fact Unable to Act

A successor Attorney-in-Fact, or an Attorney-in-Fact serving jointly with another Attorney-in-Fact, may establish that the acting Attorney-in-Fact or joint Attorney-in-Fact is no longer able to serve as Attorney-in-Fact by signing an affidavit that states that the Attorney-in-Fact is not available or is incapable of acting. The affidavit may (but need not) be supported by a death certificate of the Attorney-in-Fact, a certificate showing that a guardian or conservator has been appointed for the Attorney-in-Fact, a letter from a physician stating that the Attorney-in-Fact is incapable of managing his or her own affairs, or a letter from the Attorney-in-Fact stating his or her unwillingness to act or delegating his or her power to the successor Attorney-in-Fact.

Article Two

Effectiveness of Appointment - Durability Provision

Section 2.01 Effectiveness

The authority granted to my Attorney-in-Fact under this General Durable Power of Attorney shall be effective immediately upon signing.

Section 2.02 Durability

The authority granted to my Attorney-in-Fact under this General Durable Power of Attorney shall not be affected by my subsequent disability, incompetency, incapacity, or lapse of time.

Section 2.03 Termination of General Durable Power of Attorney

This General Durable Power of Attorney shall expire at the earlier of:

- (i) my death (except for post-death matters allowed under state law); or
- (ii) my revocation of this General Durable Power of Attorney.

Article Three General Powers

I grant my Attorney-in-Fact the powers described in this Article so that my Attorney-in-Fact may act on my behalf. In addition, my Attorney-in-Fact may do everything necessary to exercise the powers listed below.

My Attorney-in-Fact may exercise any power described in this General Durable Power of Attorney on my behalf with respect to any real property I now own or may acquire in the future.

Section 3.01 Real and Personal Property Sales and Purchases

Unless specifically limited by the other provisions of this General Durable Power of Attorney, my Attorney-in-Fact may:

- (i) sell, exchange, and convey any interest I own in any kind of property, real or personal, including homestead property under South Carolina law or the laws of any other state, and determine the terms of sale and grant options with regard to sales;
- (ii) dispose of sales proceeds on my behalf as my Attorney-in-Fact determines is appropriate;
- (iii) buy any kind of property, real or personal, including homestead property under South Carolina law or the laws of any other state, and determine the terms for buying property and may obtain options to buy property;
- (iv) arrange to insure purchased property, and otherwise arrange for its safekeeping;
- (v) borrow money for the purposes described in this Section and to secure the loan in any manner my Attorney-in-Fact determines is appropriate, and repay the loan from my funds;
- (vi) pay for any purchases made; and
- (vii) repay any cash advanced from my credit cards.

Section 3.02 Real Property Management

My Attorney-in-Fact may manage any real property I now own or may acquire in the future, including my personal residence and homestead property under South Carolina law or the laws of any other state. Unless specifically limited by the other provisions of this General Durable Power of Attorney, my Attorney-in-Fact may:

- (i) declare, create, or execute a homestead on my personal residence under South Carolina law or the laws of any other state; and terminate, abandon, release, or give a waiver on any interest I have in a homestead;
- (ii) lease and sublease property for any period, and grant options to lease or subdivide property, even if the term of the lease, sublease, or option extends beyond the term of this General Durable Power of Attorney;

- (iii) eject and remove tenants or other persons from property, and recover the property by all lawful means;
- (iv) collect and sue for rents;
- (v) execute occupancy agreements on my behalf;
- (vi) pay, compromise, or contest tax assessments and apply for tax assessment refunds;
- (vii) subdivide, partition, develop, dedicate property to public use without consideration, and grant or release easements over my real property;
- (viii) maintain, protect, repair, preserve, insure, build upon, improve, demolish, abandon, and alter all or any part of my real property;
- (ix) employ laborers;
- (x) obtain or vacate plats and adjust boundaries;
- (xi) adjust differences in the property's value on exchange or partition by giving or receiving consideration;
- (xii) release or partially release real property from a lien;
- (xiii) enter into any contracts, covenants, and warranty agreements regarding my real property that my Attorney-in-Fact considers appropriate; and
- (xiv) encumber property, including homestead property under South Carolina law or the laws of any other state, by mortgage or deed of trust.

Section 3.03 Tangible Personal Property Management

My Attorney-in-Fact may manage any tangible personal property I now own or may acquire in the future. Unless specifically limited by the other provisions of this General Durable Power of Attorney, my Attorney-in-Fact may:

- (i) lease and sublease property for any period, and grant options to lease or subdivide property, even if the term of the lease, sublease, or option extends beyond the term of this General Durable Power of Attorney;
- (ii) recover my property by all lawful means;
- (iii) collect and sue for rents;
- (iv) take possession of and use my property in order to exercise any authority granted in this Power of Attorney;
- (v) pay, compromise, or contest tax assessments and apply for tax assessment refunds;
- (vi) maintain, protect, repair, preserve, insure, improve, destroy, and abandon all or any part of my property; and
- (vii) grant security interests in my property.

My Attorney-in-Fact may accept tangible personal property as a gift or as security for a loan.

Section 3.04 Residence and Tangible Personal Property

Without limiting any other authority granted in this General Durable Power of Attorney, if my Attorney-in-Fact determines that I will never be able to return to my residence from a hospital, hospice, nursing home, convalescent home, or similar facility, my Attorney-in-Fact may sell, lease, sublease, or assign my interest in my residence on terms and conditions that my Attorney-in-Fact considers appropriate.

As it relates to items of tangible personal property remaining in my residence, my Attorney-in-Fact may:

- (i) store and safeguard any items, and pay all storage costs;
- (ii) sell any items that my Attorney-in-Fact believes I will never need again on terms and conditions that my Attorney-in-Fact considers appropriate; or
- (iii) transfer custody and possession of any item to the person named in my estate planning documents as the person to receive that item upon my death.

Section 3.05 Bank Accounts and Banking Transactions

My Attorney-in-Fact may establish bank accounts of any type in one or more bank institutions that my Attorney-in-Fact may choose. My Attorney-in-Fact may modify, terminate, make deposits to, write checks on, make withdrawals from (including by electronic funds transfer), and grant security interests in any account in my name or to which I am an authorized signatory, except accounts held by me in a fiduciary capacity. In exercising this authority, it does not matter whether or not the account was established by me or for me by my Attorney-in-Fact. My Attorney-in-Fact is authorized to negotiate, endorse, or transfer any check or other instrument with respect to any account, to contract for any services rendered by any bank or financial institution, and to execute, on my behalf as principal, any agency or power of attorney forms furnished by a bank with respect to accounts with the bank that appoints the bank or any person as my agent.

My Attorney-in-Fact is authorized to access, establish, cancel, or continue online bank accounts (through the Internet or other similar method) and conduct online banking transactions of any kind as authorized in this Section.

Section 3.06 Investments and Investment Transactions

My Attorney-in-Fact may invest and reinvest all or any part of my property in any other property of whatever type, real or personal, tangible or intangible, and whether located inside or outside the geographic borders of the United States and its possession or territories. Unless specifically limited by the other provisions of this General Durable Power of Attorney, my Attorney-in-Fact may:

- (i) invest in securities of all kinds, limited partnership interests, real estate or any interest in real estate whether or not productive at the time of investment, commodities contracts of all kinds, interests in trusts including investment trusts;
- (ii) participate in common, collective, or pooled trust funds or annuity contracts;

- (iii) sell or otherwise terminate any investment made by me or on my behalf, and establish and terminate savings and money market accounts at banks and other financial institutions;
- (iv) establish and terminate accounts with securities brokers and use brokerage accounts to make short sales and to buy on margin, and pledge any securities held or purchased in brokerage accounts as security for loans and advances made to the account;
- (v) access, establish, cancel, or continue online investment accounts (through the Internet or other similar method) and conduct online investment transactions of any kind as authorized in this Section;
- (vi) establish and terminate agency accounts with corporate fiduciaries; and
- (vii) employ and fire financial and investment advisors.

Section 3.07 Securities

My Attorney-in-Fact may exercise all rights regarding securities that I own now or in the future. Specifically, my Attorney-in-Fact may:

- (i) buy, sell, and exchange all types of securities and financial instruments, including, but not limited to, stocks, bonds, mutual funds, commodity futures contracts, and call and put options on stocks and stock indexes;
- (ii) receive certificates and other evidences of ownership with regard to securities;
- (iii) hold securities in bearer or uncertified form and use a central depository, clearing agency, or book-entry system such as The Depository Trust Company, Euroclear, or the Federal Reserve Bank of New York;
- (iv) execute stock powers or similar documents on my behalf and delegate to a transfer agent or similar person the authority to register any stocks, bonds, or other securities into or out of my name or nominee's name;
- (v) place all or any part of my securities in the custody of a bank or trust company or in the name of its nominee;
- (vi) employ a broker-dealer as custodian for my securities and register the securities in the name of the broker-dealer or its nominee;
- (vii) exercise voting rights with respect to securities in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote;
- (viii) participate in any reorganization, recapitalization, merger, or similar transaction; and
- (ix) exercise any subscription rights, option rights (whether or not qualified under the Internal Revenue Code) or other rights to which I am entitled now or in the future, or to sell and dispose of these rights, and, if required, to sign my name to rights, warrants, or other similar instruments.

Section 3.08 Obligations

My Attorney-in-Fact may collect all rights and benefits to which I am entitled now or in the future, including, but not limited to rights to, cash payments, property, debts, accounts, legacies, bequests, devises, dividends, and annuities. In collecting my obligations, unless specifically limited by the other provisions of this General Durable Power of Attorney, my Attorney-in-Fact may demand, sue for, arbitrate, settle, compromise, receive, deposit, expend for my benefit, reinvest, or otherwise dispose of these matters as my Attorney-in-Fact determines appropriate.

Section 3.09 Bankruptcy

My Attorney-in-Fact may act for me with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning me or some other person, or with respect to a reorganization, receivership, or application for the appointment of a receiver or trustee that affects an interest I have in any property or other thing of value.

Specifically, and without limiting the preceding, my Attorney-in-Fact may act for me with respect to filing for bankruptcy, and in support of such filing may—

- (i) employ counsel to represent me;
- (ii) select any exemptions available to me;
- (iii) determine which debts to reaffirm;
- (iv) make any decisions regarding repayment and reorganization plans;
- (v) discuss my affairs with credit-counseling and debtor-education services;
- (vi) discuss my affairs with and employ debt-restructuring services; and
- (vii) take any other actions to further my interests.

Section 3.10 Legal Actions

My Attorney-in-Fact may institute, supervise, prosecute, defend, intervene in, abandon, compromise, adjust, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial, or administrative hearings, actions, suits, or proceedings involving me in any way. This authority includes, but is not limited to, claims by or against me arising out of property damage or personal injury suffered by or caused by me or under circumstances such that the resulting loss may be imposed on me. My Attorney-in-Fact may otherwise engage in litigation involving me, my property, or my legal interests, including any property, interest, or person for which or whom I have or may have any responsibility.

Section 3.11 Fiduciary Positions

My Attorney-in-Fact may resign or renounce for me any fiduciary position I hold now or in the future including personal representative, trustee, guardian, attorney-in-fact, and officer or director of a corporation and any governmental or political office or position. In so doing, my Attorney-in-Fact may file an accounting with the appropriate court of competent jurisdiction or settle on the basis of a receipt, release, or other appropriate method.

Section 3.12 My Spouse

My Attorney-in-Fact (including my spouse acting as my Attorney-in-Fact) may deal with my spouse on my behalf. In dealing with my spouse, my Attorney-in-Fact may transfer, transmute, partition, or exchange any of my property interests, whether separate or community property, between my spouse and me. My Attorney-in-Fact may enter into and execute on my behalf marital property agreements, partition or exchange agreements, transmutation agreements, or community property agreements, and may enforce, amend, or revoke any such agreements between my spouse and me, but only with respect to rights and obligations in property owned by my spouse, by me, or by both of us, and with respect to reclassification of ownership, management, and control of such property.

Section 3.13 My Support

My Attorney-in-Fact may do anything reasonably necessary to maintain my customary standard of living, including:

- (i) maintain my residence by paying all operating costs, including, but not limited to, interest on mortgages or deeds of trust, amortization payments, repairs, and taxes, or by purchasing, leasing, or making other arrangement for a different residence;
- (ii) provide normal domestic help;
- (iii) provide clothing, transportation, medicine, food, and incidentals; and
- (iv) make all necessary arrangements, contractual or otherwise, for my care at any hospital, hospice, nursing home, convalescent home or similar establishment, or in my own residence should I desire it, and assure that all of my essential needs are met wherever I may be.

Section 3.14 Support of Dependents

My Attorney-in-Fact may make payments as my Attorney-in-Fact deems necessary for the health, education, maintenance, or support of my spouse and those my Attorney-in-Fact determines to be dependent on me for support.

Section 3.15 Recreation and Travel

My Attorney-in-Fact may, at my expense, allow me to engage in recreational and sports activities as my health permits, including travel.

Section 3.16 Advance Funeral Arrangements

My Attorney-in-Fact may make advance arrangements for my funeral and burial, including a burial plot, marker, and any other related arrangements that my Attorney-in-Fact considers appropriate.

Section 3.17 Memberships

My Attorney-in-Fact may establish, cancel, continue, or initiate my membership in organizations and associations of all kinds.

Article Four Additional Powers

In addition to the powers specified in Article Three, my Attorney-in-Fact has the powers specified in this Article. If a power specified in this Article conflicts with a power specified in Article Three, the power specified in this Article controls.

Section 4.01 Fixtures and Personality

My Attorney-in-Fact may engage in real estate transactions or transactions which involve any proprietary lease or stock evidencing my ownership of a cooperative apartment, including all fixtures and articles of personal property used in connection with the real property (my Attorney-in-Fact may include such property in the deeds, mortgages, agreements, and any other instruments to be executed and delivered in connection with real estate transactions and which may be described in said instruments with more particularity).

Section 4.02 Insurance Transactions

My Attorney-in-Fact may engage in insurance transactions, including applying for, maintaining, canceling, paying premiums on, increasing or decreasing coverage, collecting, borrowing from, transferring ownership, surrendering and/or purchasing insurance policies.

Section 4.03 Estate Transactions

My Attorney-in-Fact may engage in estate transactions, including Receipt, Release, and Refunding Agreements and Waivers and Consents.

Section 4.04 Disclaimers and Statutory Elections

My Attorney-in-Fact may make statutory elections and renounce or disclaim any interest in property by testate or intestate succession or by inter vivos transfer consistent with South Carolina law.

Section 4.05 Powers of Appointment

My Attorney-in-Fact may exercise in whole or in part, or decline to exercise, or disclaim my rights under any special or general power of appointment or any rights retained by me in any trust or otherwise, whether or not any such trust or other instrument was created by me or others.

Section 4.06 Trusts

My Attorney-in-Fact may create and fund inter vivos trusts of any type, whether revocable or irrevocable, and whether or not I am a beneficiary. With respect to any trust created by me or on my behalf, my Attorney-in-Fact may amend, modify, revoke, or terminate the trust. Further, my Attorney-in-Fact may add property to an existing or subsequently created trust, and accept transfers or distributions from any trustee of any trust, including

any trust over which I have a right of receipt or withdrawal, whether as grantor, beneficiary, or otherwise.

Also, and without limiting the authority granted to my Attorney-in-Fact in this Section, my Attorney-in-Fact may:

- (i) create and fund a sole-benefit trust in accordance with United States Code, Title 42, Section 1396p(c)(2)(B);
- (ii) create and fund a self-settled special needs trust in accordance with United States Code, Title 42, Section 1396p(d)(4)(A);
- (iii) create and fund a qualified income trust in accordance with United States Code, Title 42, Section 1396p(d)(4)(B) if such a trust should be deemed necessary to qualify me for Medicaid benefits, and make arrangements for the diversion of my income to such a trust as necessary to comply with applicable Medicaid rules and regulations; and
- (iv) sign all necessary documents to allow me to join any trust qualifying under United States Code, Title 42, Section 1396p(d)(4)(C) and transfer any portion of my assets to such trust.

Section 4.07 Safe-Deposit Boxes

My Attorney-in-Fact may enter any safe-deposit box or other place of safekeeping standing in my name alone or jointly with another and to remove the contents and to make additions.

Section 4.08 Loans and Notes

My Attorney-in-Fact may engage in all dealings with respect to loans and forgiveness of debts. My Attorney-in-Fact may borrow money on such terms as my Attorney-in-Fact may decide in his or her sole discretion, on a secured or unsecured basis, and to execute all notes, mortgages, and other instruments relating to such, provided any such loan carries a fair market interest rate.

Section 4.09 Annuities

My Attorney-in-Fact may waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan. My Attorney-in-Fact may withdraw from, transfer ownership, surrender, or purchase any commercial annuity, private annuity, or grantor retained annuity trust.

Section 4.10 Government Agencies and Benefits

My Attorney-in-Fact has the unrestricted power to deal with and obtain maximum entitlements and benefits relating to the Social Security Administration, Veterans Administration, Social Services Departments, Social Security Disability Insurance, Supplemental Security Income, Medicaid, Medicare, Worker's Compensation and all other government benefits or entitlement programs, including claims, planning for eligibility, and submission of applications and appeals. In this regard, my Attorney-in-Fact is authorized to execute and deliver any power of attorney or authorization-to-act form

requested or required by a governmental agency. This power shall impose no affirmative duty on my Attorney-in-Fact to provide information and/or documentation to any government agency.

Section 4.11 Deal with Tax Authorities

My Attorney-in-Fact is authorized to:

- (i) deal with tax authorities, to execute and sign on my behalf any and all Federal, state, local, and foreign income and gift tax returns (as authorized under Section 1.6012-1(a)(5) of Title 26 of the Code of Federal Regulations or under any state, local, or foreign authority), including estimated returns and interest, dividends, gains, and transfers, and to pay any taxes, penalties, and interest due thereon;
- (ii) represent me or to sign an Internal Revenue Service Form 2848 (Power of Attorney or Declaration of Representative) or Form 8821 (Tax Information Authorization), or comparable authorization, appointing a qualified lawyer, certified public accountant, or enrolled agent (including my Attorney-in-Fact, if so qualified) to represent me before any office of the Internal Revenue Service, state, local, or foreign taxing authority with respect to the types of taxes and years referred to above, and to specify on said authorization said types of taxes and years;
- (iii) receive from or inspect confidential information in any office of the Internal Revenue Service, state, local, or foreign tax authority;
- (iv) receive and deposit, in any one of my bank accounts, or those of any revocable trust of mine, checks in payment of any refund of Federal, state, local, or foreign taxes, penalties, and interest;
- (v) execute waivers (and offers of waivers) of restrictions on assessment or collection of deficiencies in taxes and waivers of notice of disallowance of a claim for credit or refund;
- (vi) execute consents extending the statutory period for assessment or collection of such taxes; to execute Offers in Compromise and Closing Agreements under Section 7121 or comparable provisions of the Internal Revenue Code, as amended, or any federal, state, local, or foreign tax statutes or regulations; and
- (vii) delegate authority to, or substitute another representative for any one of those previously appointed by me or my Attorney-in-Fact, and to receive copies of all notices and other written communications involving my federal, state, local, or foreign taxes at such address as my Attorney-in-Fact designates.

Section 4.12 Employment of Professionals

My Attorney-in-Fact may retain, discharge, and pay for, in the sole discretion of my Attorney-in-Fact, the services of professionals, including, but not limited to, information technology experts, attorneys, accountants, financial planners, geriatric care managers, social workers, and any other health care professionals. My Attorney-in-Fact is not obligated to retain or pay for any health care professional on my behalf.

Section 4.13 Gifting Powers

Notwithstanding any other provision of this General Durable Power of Attorney, my Attorney-in-Fact may make gifts of any interest I have in real or personal property (“my property”) in any amount and in excess of the annual exclusion amount under Internal Revenue Code Section 2503(b), as amended, including gifts of real and personal property, outright or in trust, to or for the benefit of those persons or charitable entities, including my Attorney-in-Fact, to whom, whether by right of survivorship, direction in my last will and testament, trust, or otherwise, such property would pass were I then deceased (such persons being hereinafter referred to as “Donees”). All gifts of my property shall be made keeping in mind: (1) the resources, both public and private, available for my care after the making of such gifts; and (2) the objective of preserving the largest possible amount of my estate for my Donees in the event I die, become incapacitated, or require long term care services. Accordingly, I authorize and encourage my Attorney-in-Fact to engage in estate planning, financial planning, Medicaid planning, long term care planning and/or asset preservation planning, to such extent and in such manner, as my Attorney-in-Fact shall deem necessary or advisable in order to serve my wishes. Gifts made pursuant to the authority granted herein shall, for all purposes, be deemed to have been “in my best interest” if: (1) made in accordance with the provisions of this section; and (2) made in the context of estate planning, financial planning, Medicaid planning, long term care planning and/or asset preservation planning pursuant to the recommendations of an attorney-at-law experienced in such matters.

Unless otherwise specified above, the value of any gift made pursuant to this Section may exceed the annual dollar limits of the federal gift tax exclusion under Section 2503(b) of the Internal Revenue Code. Further, any gift made pursuant to this Section must be made in accordance with, and to the extent my Attorney-in-Fact has actual knowledge of, the following:

- (i) my pattern of prior giving; or
- (ii) the provisions contained in my estate planning or any other documents for beneficiaries to receive assets upon my death (for example, a trust, will, annuity or life insurance contract, or deed naming beneficiaries).

Section 4.14 Gift-Splitting

My Attorney-in-Fact may make, join, and consent to gifts by my spouse pursuant to Section 2513 of the Internal Revenue Code, even if such gifts exceed my aggregate annual gift tax exclusion amount under Section 2503(b) of the Internal Revenue Code.

Section 4.15 Intent to Return Home

It is my intention to return home if I should be in a hospital, rehabilitation center, or nursing home, and my Attorney-in-Fact shall take all steps, including, but not limited to, executing any document, affidavit, or Declaration of Intent to Return Home on my behalf, to effectuate the same.

Section 4.16 Domicile

My Attorney-in-Fact may change or maintain my domicile and/or residency for any and all purposes and take any and all actions to effectuate the foregoing.

Section 4.17 Nomination of Conservator

I intend hereby to render unnecessary any future proceeding for a court-appointed Conservator in the event I become temporarily or permanently incapacitated or incompetent. Accordingly, I request, in the strongest possible terms, that any court that may receive or act upon a petition for the appointment of a Conservator should deny such petition so long as my Attorney-in-Fact is acting under this power of attorney.

If a Conservator is ever appointed for me in spite of this request, I direct that the person serving, or named to serve, as my Attorney-in-Fact under this power of attorney be named as my Conservator.

Section 4.18 Marital Agreements and Designation of Spouse as Attorney-in-Fact

My Attorney-in-Fact may enter into, modify, or amend any pre-nuptial or post-nuptial agreement to which I am or hereafter become a party. If a named Attorney-in-Fact is my spouse, then this power of attorney as to that named Attorney-in-Fact is automatically revoked, and that Attorney-in-Fact is deemed to have resigned as Attorney-in-Fact upon the filing of any separation or dissolution action between us.

Section 4.19 Caregiver Agreements

My Attorney-in-Fact may enter into, execute, modify, alter, or amend any contract or agreement (for example, a Caregiver Agreement or Personal Services Contract) pertaining to my medical, personal, or general care that I may require at my residence, assisted living facility, nursing facility, or in another's residence on my behalf. I expressly authorize my Attorney-in-Fact to also serve as a caregiver under any such agreement and to be paid in accordance with the terms and conditions of such agreement, provided, however, that such services are compensated at fair market value.

Section 4.20 Qualified Plans

Notwithstanding the provisions of Section 1.04 of this General Durable Power of Attorney, my Attorney-in-Fact may deal in all respects with any Qualified Plan or Individual Retirement Account that I may own and to make any and all available elections or beneficiary designations on my behalf. If my spouse is a participant in a Qualified Plan or Individual Retirement Account, I authorize my Attorney-in-Fact to effect any waiver of my rights to any portion of said Plan or to any payout arrangement which may require my consent or approval by law, under any such Plan, or otherwise.

Section 4.21 Enforcement Proceedings

My Attorney-in-Fact may commence enforcement proceedings, at my expense, against any bank, savings and loan association, credit union, financial institution, brokerage firm, stock

transfer agent, insurance company, title insurance company, or other person or entity that fails or refuses to honor this durable power of attorney.

Section 4.22 Credit Cards

My Attorney-in-Fact may use any credit card in my name; to make purchases on my behalf; to open a new credit card account and to close any existing credit card account.

Section 4.23 Online Accounts, Digital Assets, and Digital Devices

Without limiting any other provision of this General Durable Power of Attorney, and subject to the limitations of any other provision of this General Durable Power of Attorney, my Attorney-in-Fact has the powers described in this Section.

My Attorney-in-Fact has full authority to deal with Online Accounts, Digital Assets, and Digital Devices of all kinds, wherever located. This authority includes, but is not limited to, the power to acquire, create, establish, access, control, modify, cancel, delete, continue, transfer, and take possession of such accounts, assets, and devices.

However, if I have used an online tool to direct the custodian of an Online Account, Digital Asset, or Digital Device to not disclose certain information, and if the online tool allows for the modification or deletion of that direction at all times, then such direction overrides the authority granted in this Section.

Further, even though state law might not require a custodian to disclose a deleted digital asset, my Attorney-in-Fact is authorized to access them, and the custodian will be held harmless for doing so.

My Attorney-in-Fact may request and change my access credentials to any Online Account, Digital Asset, and Digital Device (such as username, password, and secret question), and any third-party dealing with my Attorney-in-Fact in good faith will be held harmless for releasing such access credentials.

For purposes of this General Durable Power of Attorney, the following definitions apply:

(a) Online Accounts

The term "Online Accounts" means accounts that are accessible through the Internet or other similar method, including, but not limited to: bank accounts; investment accounts; other financial accounts; accounts with health care providers; social media accounts (like LinkedIn, Facebook, and Twitter); gambling and poker accounts; accounts with publishers; accounts for access to employee benefits; email accounts; accounts with Internet service providers; accounts to manage websites and website domain names; accounts with retail vendors; tax-preparation service accounts; affiliate marketing accounts; accounts with utility companies; user access accounts on third-party Digital Devices; and any other online account.

(b) Digital Assets

The term "Digital Assets" means intangible personal property related to digital technology (whether located on a Digital Device or an Online

Account), including, but not limited to: emails sent or received; text messages sent or received; other digital communications sent or received; digital music; digital photographs; digital videos; software licenses; social network accounts; file sharing accounts; online access to financial accounts; domain registrations; DNS service accounts; website hosting accounts; personal and commercial websites; tax preparation service accounts; online store accounts; affiliate marketing accounts; and other types of online accounts and digital items that currently exist or may exist as technology develops.

(c) Digital Devices

The term “Digital Devices” means tangible personal property related to digital technology capable of storing Digital Assets or accessing Online Accounts, and includes, but is not limited to: desktop computers; laptop computers; tablet computing devices (tablets); other mobile computing devices; peripheral devices; hard disk drives; solid state drives; flash memory devices; other storage devices; mobile telephones; smartphones; and any other type of digital device that currently exists or may exist as technology develops.

Section 4.24 Domestic Pets

My Attorney-in-Fact may make reasonable expenditures for the care, maintenance, support, and general welfare of my domestic pets, if any. Specifically, and without limitation, my Attorney-in-Fact may consent to and make reasonable expenditures for medical treatment, boarding, and kennel care of any of my domestic pets. I authorize any and all payments from my funds for pet care provided by any person or entity, including my Attorney-in-Fact.

In addition, my Attorney-in-Fact may acquire a domestic service pet if, in my Attorney-in-Fact’s sole discretion, such service pet will benefit me.

Section 4.25 Estate and Long Term Care Planning

Notwithstanding the provisions of Section 1.04 of this General Durable Power of Attorney, my Attorney-in-Fact may engage in estate and long term care planning in furtherance of achieving asset preservation. Property transfers made pursuant to the authority granted herein may be made without restriction as to the value of the transfer, and shall, for all purposes, be deemed to have been “in my best interest” if: (1) made in accordance with the provisions of this section; and (2) made in the context of estate planning, financial planning, Medicaid planning, long term care planning, or asset preservation planning pursuant to the recommendations of an attorney-at-law experienced in such matters. My Attorney-in-Fact may engage in such planning based on all relevant factors, including:

- (i) the value and nature of my property;
- (ii) my foreseeable obligations and need for maintenance;
- (iii) minimization of taxes, including income, estate, inheritance, generation skipping transfer, and gift taxes; and

- (iv) eligibility for a benefit, a program, or assistance under a statute or government regulation.

Notwithstanding the provisions of Section 1.04 of this General Durable Power of Attorney, my Attorney-in-Fact may take any action necessary to effectuate the foregoing, including to qualify me for Social Security Benefits, Supplemental Security Income, Veterans Benefits, Medicaid or any other government benefit program. Such actions may include but shall not be limited to the following:

- (i) convert non-exempt resources into exempt resources;
- (ii) divest me of assets, without restriction as to the value of the divestment;
- (iii) if my Attorney-in-Fact is my spouse, my spouse may protect our assets, whether owned by me alone, my spouse alone, or by us together as husband and wife, so that my spouse's impoverishment because of my health care costs can be avoided, by whatever lawful methods that might be available;
- (iv) sign a Spousal Refusal (even if my Attorney-in-Fact is my spouse);
- (v) sign an Assignment of Support (even if my Attorney-in-Fact is my spouse);
- (vi) divide community property assets equally or unequally between my spouse and me, without restriction as to the difference of the value of our shares, if any;
- (vii) sign an application for Medical Assistance or any other government benefit program;
- (viii) serve as representative payee;
- (ix) transfer the family residence to a spouse who does not need long-term health or nursing care, without restriction as to the value of the transfer;
- (x) make home improvements and additions to my family residence;
- (xi) pay off, partly or in full, any encumbrance on my family residence;
- (xii) purchase a family residence, if I do not own a family residence;
- (xiii) purchase a more expensive family residence; and
- (xiv) attend and represent me at Fair Hearings.

Section 4.26 Ownership and Rights of Survivorship

Notwithstanding the provisions of Section 1.04 of this General Durable Power of Attorney, my Attorney-in-Fact may select, create, or change the rights of survivorship on any and all of my property, whether real or personal, including bank and investment accounts, insurance policies, annuities, qualified or nonqualified retirement plans, and real property interests, and may do so by any means, including by changing ownership, such as adding a joint owner. My Attorney-in-Fact may designate survivorship rights among one or more remaindermen and may designate the form of title among multiple remaindermen, including, but not limited to, as tenants in common, joint tenants, community property, or tenants by the entirety.

In particular, my Attorney-in-Fact may execute any deed designating beneficiaries, including an enhanced life estate deed (also known as a “ladybird” deed), including with respect to my homestead property, if any, and may conduct any and all transactions with full power and authority in my Attorney-in-Fact to sell, convey, mortgage, lease, and otherwise dispose of the property in accordance with the terms of the deed.

Section 4.27 Beneficiary Designations

Notwithstanding the provisions of Section 1.04 of this General Durable Power of Attorney, my Attorney-in-Fact may select, create, or change beneficiary designations on any and all of my property, whether real or personal, including bank and investment accounts, insurance policies, annuities, qualified or nonqualified retirement plans, and real property interests.

Section 4.28 Spiritual and Religious Needs

My Attorney-in-Fact may arrange for the involvement of religious clergy or spiritual leaders in my care, provide said persons access to me at all times, arrange or maintain my membership in religious or spiritual organizations, and create opportunities for me to derive comfort and spiritual satisfaction from such activities, including the purchase of religious books, tapes, and other materials.

Section 4.29 Companionship

My Attorney-in-Fact may provide for such companionship for me, in the sole discretion of my Attorney-in-Fact, as will meet my needs and preferences at a time when I am disabled or otherwise unable to arrange for such companionship myself.

Section 4.30 U.S. Mail

My Attorney-in-Fact may open, read, respond to, and redirect my mail, and represent me before the U.S. Postal Service in all matters relating to mail service.

Article Five Incidental Powers

My Attorney-in-Fact may perform those acts and execute and deliver those legal documents necessary or appropriate to the exercise of the powers set forth in this General Durable Power of Attorney, including, but not limited to, the following incidental powers.

Section 5.01 Court Proceedings

My Attorney-in-Fact may commence any court proceedings necessary to protect my legal rights and interests under this General Durable Power of Attorney including, but not limited to:

- (i) actions for declaratory judgments from any court of competent jurisdiction interpreting the validity of this General Durable Power of Attorney and any of the

acts sanctioned by this General Durable Power of Attorney; provided, however, that my Attorney-in-Fact need not seek a declaratory judgment to perform any act sanctioned by this General Durable Power of Attorney;

- (ii) actions for mandatory injunctions requiring any person or entity to comply with my Attorney-in-Fact's directions as authorized by this General Durable Power of Attorney; and
- (iii) actions for actual and punitive damages and the recoverable costs and expenses, including reasonable attorney's fees, of such litigation against any person or entity who negligently or willfully fails or refuses to follow my Attorney-in-Fact's directions as authorized by this General Durable Power of Attorney.

Section 5.02 Document Execution

My Attorney-in-Fact may sign, execute, endorse, seal, acknowledge, deliver, and file or record all appropriate legal documents necessary to exercise the powers granted under this General Durable Power of Attorney.

Section 5.03 Custody of Documents

My Attorney-in-Fact may take, give, or deny custody of my important documents, including my Will and any codicils, trust agreements, deeds, leases, life insurance policies, contracts, or securities. My Attorney-in-Fact may disclose or not disclose the whereabouts or contents of those documents as my Attorney-in-Fact believes appropriate.

Article Six Limitation on Powers

All powers granted to my Attorney-in-Fact under this General Durable Power of Attorney are subject to the limitations set forth in this Article.

Section 6.01 My Attorney-in-Fact to Avoid Disrupting My Estate Plan

If it becomes necessary for my Attorney-in-Fact to liquidate or reinvest any of my assets to provide support for me, I direct that my Attorney-in-Fact, to the extent that it is reasonably possible, avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.

If it is necessary to disrupt the dispositive provisions of my estate plan, my Attorney-in-Fact will use his or her best efforts to restore my plan as soon as possible. My Attorney-in-Fact will make reasonable efforts to obtain and review my estate plan. I authorize any person with knowledge of my estate plan or possession of my estate planning documents to disclose information to my Attorney-in-Fact and to provide copies of documents to my Attorney-in-Fact.

Section 6.02 Tax Sensitive Powers

No individual serving as my Attorney-in-Fact may exercise any fiduciary power or discretion if the exercise of that power or discretion would:

- (i) cause any income generated by my property to be attributed to my Attorney-in-Fact for federal income tax purposes;
- (ii) cause the value of any property subject to this General Durable Power of Attorney to be included in my Attorney-in-Fact's gross estate for federal estate tax purposes;
- (iii) cause any distribution made or allowed to be made by my Attorney-in-Fact to be treated as a gift from my Attorney-in-Fact; or
- (iv) discharge a legal obligation of my Attorney-in-Fact.

If the exercise of a power by my Attorney-in-Fact under this General Durable Power of Attorney would cause any of the foregoing results, a Special Attorney-in-Fact appointed under the provisions of Section 7.03 may exercise the power or discretion.

The Special Attorney-in-Fact appointed for this purpose must be an individual who is not related or subordinate to my Attorney-in-Fact within the meaning of Section 672(c) of the Internal Revenue Code.

Article Seven Administrative Powers and Provisions

This Article contains certain administrative powers and provisions that facilitate the use of the General Durable Power of Attorney and that protect my Attorney-in-Fact and those who rely upon my Attorney-in-Fact.

Section 7.01 Compensation and Reimbursement to Attorney-in-Fact

If my Attorney-in-Fact is a professional (such as an attorney; accountant; geriatric care manager; professional guardian, conservator, or other fiduciary; or other professional, including entities that provide similar services), my Attorney-in-Fact is entitled to compensation for services rendered pursuant to this General Durable Power of Attorney at such professional's then stated rates. If my Attorney-in-Fact is not a professional, my Attorney-in-Fact is not entitled to compensation.

Whether or not my Attorney-in-Fact is a professional, my Attorney-in-Fact is entitled to reimbursement for costs reasonably incurred while acting as my Attorney-in-Fact, including, but not limited to: phone bills; postage; and travel expenses, if necessary, to supervise my care.

Section 7.02 Release of Information

My Attorney-in-Fact may release and obtain, as the case may be, any and all information regarding my financial investments, taxes, and estate planning, including any information or documents regarding stocks, bonds, certificates of deposit, bank accounts, tax returns,

retirement accounts, pension plans, wills, trusts, powers of attorney, advance directives, and any other documents or information regarding my financial affairs, taxes, or estate planning from my attorneys-at-law, financial advisors, insurance professionals, accountants, stockbrokers, stock transfer agents, and any other persons having such information.

I release these persons or entities from any liability for releasing the above-referenced information to my Attorney-in-Fact in reliance on this Section.

If my Attorney-in-Fact is an attorney-at-law or other accounting or financial professional, the professional regulations of my Attorney-in-Fact's profession and federal law may prohibit my Attorney-in-Fact from releasing information about my financial affairs to others if I am a client of my Attorney-in-Fact. This instrument, therefore, is a limited waiver of any privilege (such as the attorney-client privilege) that I have established with any Attorney-in-Fact as a client. The privilege is waived for the limited purpose of permitting my Attorney-in-Fact to perform his or her duties under this General Durable Power of Attorney.

Section 7.03 Appointment of a Special or Ancillary Attorney-in-Fact

My Attorney-in-Fact may appoint, in writing, a corporate fiduciary or an individual to serve as Special Attorney-in-Fact to exercise any power under this General Durable Power of Attorney. My Attorney-in-Fact may revoke any such appointment at will.

If my Attorney-in-Fact determines that it is necessary or desirable to appoint an Ancillary Attorney-in-Fact to act under this General Durable Power of Attorney in a jurisdiction other than this one, my Attorney-in-Fact may do so. In making an appointment, my Attorney-in-Fact may sign, execute, deliver, acknowledge, and make declarations in any documents that may be necessary, desirable, convenient, or proper in order to carry out the appointment.

A Special or Ancillary Attorney-in-Fact may exercise all powers granted by this General Durable Power of Attorney unless expressly limited elsewhere in this General Durable Power of Attorney or by the instrument appointing the Special or Ancillary Attorney-in-Fact. A Special or Ancillary Attorney-in-Fact may resign at any time by delivering written notice of resignation to my Attorney-in-Fact. Notice of resignation shall be effective in accordance with the terms of the notice.

Section 7.04 Attorney-in-Fact Authorized to Employ My Attorney

My Attorney-in-Fact may employ the attorney who prepared this General Durable Power of Attorney or any other attorney employed by me in connection with my estate plan or business matters and I specifically:

- (i) waive any and all conflicts of interest that might arise through such employment;
- (ii) authorize the attorney to make full disclosure of my estate plan and business to the Attorney-in-Fact; and
- (iii) authorize the attorney to accept the engagement.

Section 7.05 Fiduciary Eligibility of Attorney-in-Fact

My Attorney-in-Fact is eligible to serve in any other fiduciary capacity for me or for my benefit, including trustee, guardian, conservator, committee, executor, administrator, or personal representative.

Section 7.06 Amendment and Revocation

I may amend or revoke this General Durable Power of Attorney at any time. Amendments to this document must be made in writing by me personally (not by my Attorney-in-Fact) and must be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

The written notice of amendment or revocation to my Attorney-in-Fact must be:

- (i) personally delivered and receipt of delivery received;
- (ii) mailed postage prepaid by certified mail, return receipt requested, to the last known address of my Attorney-in-Fact; or
- (iii) sent by express mail or commercial expedited delivery providing a receipt for such delivery.

If this General Durable Power of Attorney is amended or revoked, no person will incur any liability to me or my estate as a result of permitting my Attorney-in-Fact to exercise any power authorized by this General Durable Power of Attorney prior to that person's receipt of notice that it was amended or revoked.

Section 7.07 Resignation

My Attorney-in-Fact may resign by the execution of a written resignation delivered to me (or my guardian if I am incapacitated and one has been appointed for me) and to any Attorney-in-Fact serving together with the resigning Attorney-in-Fact, or if none, to the next successor Attorney-in-Fact. If I am incapacitated, notice may be delivered to any person with whom I am residing or who has my care and custody.

Section 7.08 Signature of Attorney-in-Fact

My Attorney-in-Fact shall use substantially the following form when signing documents on my behalf pursuant to this power:

[Attorney-in-Fact's name], as Attorney-in-Fact for Raymond Zeigler.

Section 7.09 Interpretation

This General Durable Power of Attorney is a general power of attorney and should be interpreted as granting my Attorney-in-Fact all general powers permitted under South Carolina law. The description of specific powers is not intended to, nor does it, limit or restrict any of the general powers granted to my Attorney-in-Fact.

Section 7.10 Use of “Attorney-in-Fact” Nomenclature

The word “Attorney-in-Fact” and any modifying or equivalent word or substituted pronoun includes the singular and the plural, as well as the masculine, feminine, and neuter genders.

Section 7.11 Third-Party Reliance

No person who relies in good faith on the authority of my Attorney-in-Fact under this General Durable Power of Attorney will incur any liability to me, my estate, or my heirs, successors, and assigns.

Any party dealing with my Attorney-in-Fact may conclusively rely upon an affidavit or certificate of my Attorney-in-Fact stating that:

- (i) the authority granted to my Attorney-in-Fact under this General Durable Power of Attorney is in effect;
- (ii) my Attorney-in-Fact’s actions are within the scope of my Attorney-in-Fact’s authority under this General Durable Power of Attorney;
- (iii) I was competent when I executed this General Durable Power of Attorney;
- (iv) I have not revoked this General Durable Power of Attorney; and
- (v) my Attorney-in-Fact is currently serving as my Attorney-in-Fact.

Section 7.12 Effect of Duplicate Originals or Copies

If this General Durable Power of Attorney has been executed in multiple counterparts, each counterpart original will have equal force and effect. My Attorney-in-Fact may make copies of this General Durable Power of Attorney and each copy will have the same force and effect as the original. A copy means an electronic, digital, facsimile, photocopy, or other reproduction of this General Durable Power of Attorney.

Section 7.13 Governing Law

This General Durable Power of Attorney’s validity and interpretation will be governed by South Carolina law. To the extent permitted by law, this General Durable Power of Attorney is applicable to all of my property (whether real or personal, tangible or intangible, or legal or equitable), wherever located, and whether or not the property is owned by me now or in the future.

Section 7.14 Severability

If any provision of this General Durable Power of Attorney is declared invalid for any reason, the remaining provisions will remain in full force and effect.

Article Eight

Duties and Liabilities of My Attorney-in-Fact

Section 8.01 Duty to Account

My Attorney-in-Fact shall render statements of account of receipts, disbursements, principal on hand, and transactions conducted on my behalf if:

- (i) ordered by a court;
- (ii) requested by me, a guardian, conservator, trustee, or other fiduciary acting on my behalf; or
- (iii) upon my death, requested by the Personal Representative of my estate.

If so requested, my Attorney-in-Fact shall comply with the request within 30 days or provide a writing or other record substantiating why additional time is needed and shall comply with the request within an additional 30 days.

Section 8.02 Limitation of Liability of My Attorney-in-Fact

I release and discharge any Attorney-in-Fact acting in good faith from any and all civil liability and from all claims or demands of all kinds whatsoever by me, my estate, and my heirs, successors, and assigns arising out of the acts or omissions of my Attorney-in-Fact, except for duties committed dishonestly, with improper motive, or with reckless indifference to the purposes of this General Durable Power of Attorney or my best interests, including willful misconduct or gross negligence. This protection extends to the estate, heirs, successors, and assigns of my Attorney-in-Fact.

In particular, any Attorney-in-Fact who acts in good faith is not liable to any beneficiary of my estate plan for failure to preserve the plan, and absent a breach of duty to me, my Attorney-in-Fact is not liable if the value of my property declines.

Article Nine

Acceptance of Appointment as Attorney-in-Fact

Any manifestation of acceptance of appointment as Attorney-in-Fact, whether in writing or by conduct, is an acceptance of all aspects of this General Durable Power of Attorney, and may not be limited to only certain aspects. Appointment as Attorney-in-Fact is accepted by:

- (i) signing any document manifesting acceptance;
- (ii) exercising any authority or performing any duties as Attorney-in-Fact under this General Durable Power of Attorney; or
- (iii) any other assertion or conduct indicating acceptance.

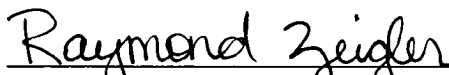
Article Ten

Declarations of the Principal

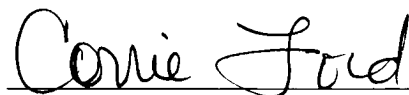
I understand that this General Durable Power of Attorney is an important legal document. Before executing this General Durable Power of Attorney, my attorney explained to me the following:

- (i) that this General Durable Power of Attorney provides my Attorney-in-Fact with broad powers to dispose of, sell, convey, and encumber my real and personal property;
- (ii) that the powers will exist for an indefinite period of time unless I revoke this General Durable Power of Attorney or I have limited their duration by specific provisions herein;
- (iii) that this General Durable Power of Attorney remains in full force and effect during my subsequent disability or incapacity; and
- (iv) that I may revoke or terminate this General Durable Power of Attorney at any time.

Dated: May 8, 2018


Raymond Zeigler, Principal

(Signed by Corrie Ford at the direction of Raymond Zeigler and in his presence, due to his inability to sign)


Signature

ADMISSION AGREEMENT

This *Admission Agreement* (the "Agreement") by and among the parties listed below, is a legally binding contract. As such, please read all areas carefully and thoroughly and be sure you fully understand all of its terms.

Representative

If the Resident is unable to make decisions for himself/herself, a Representative may be available to make certain decisions on behalf of the Resident. This term is defined below:

- Representative - For the purposes of this Agreement, a Representative is a person who manages, uses, or controls funds/assets that may be legally used to pay the Resident's charges or who otherwise acts on behalf of the Resident. The Representative may or may not be court appointed. A Representative may be an Attorney-in-fact acting under a durable power of attorney for healthcare, guardian, conservator, next-of-kin, or other person allowed to act for the Resident under State Law. The Representative's financial obligations are limited to the amount of funds received or held by the Representative for the Resident. The Representative does not assume responsibility for payment of the costs of the Resident's care out of the Representative's personal funds. However, the Representative is contractually bound by the terms of this Agreement and may become liable for failure to perform duties under the Agreement. The Representative is required to sign this Agreement for admission and agrees to ensure first priority distribution to the Facility, from the Resident's income or resources, payment when due for items/services provided to the Resident. The Representative may be required to produce financial documentation as proof of the Resident's ability to pay for charges when due. Wherever this Agreement refers to the Resident's financial obligations under this agreement, "Resident" shall be construed to include obligations of "Representative" to act on behalf of the Resident.

Parties:

- a. The parties of this Agreement are:

Carlyle Senior Care of Fountain Inn ("Facility")
Raymond Zeigler ("Resident")
Kimberly Hagg ("Representative")

Note: If this agreement is signed by a Representative of Resident (in addition to or in lieu of Resident), please state the Representative's relationship to Resident: Daughter. If Representative status has been conferred by a court of law or through appointment by the Resident, verification of such status must be provided to the Facility at the time of Admission.

Admission:1. General

This Agreement is made this 22 day of December, 20 22, by and between the Resident (herein-after referred to as "Resident") and the Facility (herein-after referred to as "Facility"). The Facility shall admit Resident and provide routine and customary skilled nursing services until the date of Resident's discharge. Resident agrees to pay Facility in full for services provided by Facility pursuant to the terms and conditions set forth herein at Facility's prevailing prices.

2. Nondiscrimination

The Facility does not discriminate against any person on the basis of race, color, national origin, disability, or age in admission, treatment, or participation in its program, services and activities, or in employment.

3. Facility Guidelines for Residents and Families

The Facility maintains reasonable guidelines for the comfort and well-being of all of its residents. The Resident acknowledges that the Facility guidelines have been explained and a copy of these guidelines is included in this agreement as Attachment A.

(Initial) Resident _____ Representative KH

Facility JH

ROA 0342

EXHIBIT

B

Financial Responsibility:**1. *Private Pay Residents***

A Resident is considered private pay (herein-after referred to as "Private Pay Resident") when no State or Federal Program is paying for the Resident's Room and Board. Facility room rates are set forth and included in this agreement as **Attachment B**. Daily private room rates are determined by the type of room assigned to the Private Pay Resident, and therefore, may be changed should the Private Pay Resident transfer to a different room. In addition, the Resident shall be responsible to payment of all charges of the Facility for supplies and services which are not included in the Facility's routine daily rate.

Upon admission the Resident or Representative agree to pay, in advance, an amount equal to a prorated one month's stay. Subsequently, charges for each month's stay are billed in advance and due by the tenth (10th) day of each month. If the Private Pay Resident converts to either Medicaid or Medicare as a primary paysource, the Facility shall refund any unused advance payment, if any, in excess of the Resident's liability. The Facility shall refund any unused advance payments should the Resident leave the Facility prior to the end of the month.

It is understood and agreed that the Facility, because of changing circumstances, shall have the right to increase or decrease the daily cost of care and/or ancillary fees during the term of this agreement. The Resident will be notified no less than thirty (30) days in advance of any rate change. Regardless of any change in your payment status during your stay at the Facility or any rejection or delay in obtaining eligibility under any payment source, you are responsible for all applicable Facility charges and fees that are not paid timely under a payment program.

2. *Medicaid/Medicare Participation*

The Facility participates in and accepts payments from the Medicaid and Medicare program. For Resident's who participate in the Medicaid Program, the facility shall not require a deposit as a condition of providing services. In addition, the Facility agrees to accept as payment in full for covered Medicaid services furnished by the Facility the rates payable by the Medicaid Program. The Facility makes no guarantee of any kind that the Resident's care will be covered by Medicare or Medicaid. The Resident agrees to promptly adhere to all application requirements relative to receipt of benefits under the Medicaid and Medicare programs. In order for the Facility to appropriately assess the Resident's status in the Medicaid approval process, the Resident shall provide information necessary to complete the Financial Services Worksheet as outlined in **Attachment F**. In order for the Facility to appropriately identify if Medicare is an eligible primary payer source according to MSP guidelines, the Resident shall provide information necessary to complete the Medicare Secondary Payer Screen as outlined in **Attachments G and G1**.

3. *Private Insurance*

The Resident shall remain primarily responsible for paying all Facility charges, even when there is private insurance coverage. All charges not covered by the third party payor are also the responsibility of the Resident; these non-covered charges include any coinsurance and/or deductible amounts required by the third party payor, to the extent allowed under Federal and State laws.

4. *Timely Obligation to Pay*

Facility charges for services provided shall be billed monthly to the Resident. These charges are due and payable by the tenth (10th) day of each month. If payment is not received by the tenth (10th) day of each month, the account is considered past due or delinquent, and the Facility may add a late fee to the Resident's account. This late charge shall be assessed on the monthly balance at the lesser of the monthly rate of 1.5% (one and one-half percent) or the maximum permitted by law. If the Resident fails to make a required payment within twenty one (21) days of the due date, the Facility may require the Resident to vacate the Facility. In the event it is necessary for the Facility to take action for the purpose of enforcing this Agreement or the collecting of any sums of money due under the Agreement, the Facility shall be entitled to recover reasonable attorney's fees, out-of-pocket expenses and court costs. If a check is returned for insufficient funds, the Facility may charge its prevailing returned check charge and may require payment be made by certified check or money order.

5. *Consent to Treatment*

The Resident consents to admission to the facility and to routine care as provided by the Facility and/or any of their contractors (collectively referred to as "provider"). The Facility realizes the right of the Resident to be fully informed of his or her medical condition and to be afforded the opportunity to participate in the planning of his or her care and/or medical treatment.

(Initial) Resident _____ Representative KA Facility JH

6. Assignment of Benefits

Except where the Resident's health care benefit plan(s) provides for automatic payment to the provider of services, the Resident authorizes payment of benefits (including Medicaid, Medicare, and/or private insurance) to the Facility, otherwise payable to the Resident, for services rendered by the Facility and/or any of their contractors (physical therapy, occupational therapy, speech therapy, psychological services or other related services). The Resident hereby authorizes the provider to apply for and file such benefit payments on behalf of Resident and direct that such payments be made directly to the provider. Any insurance benefits received by the undersigned for services rendered by provider shall be paid to provider.

7. Financial Contract

- a. If a Private Pay Resident, the Resident or Representative agree to pay on or before the day of the Resident's admission the amount of \$ 0. This advance payment shall be applied to cover charges for services in the first calendar month (or portion thereof) of admission. Thereafter, the Resident agrees to pay the regular applicable daily charge for room, board, and routine nursing services in the sum of \$ 0 per day payable in advance by the tenth (10th) day of each month. In addition, the Resident agrees to pay all allowable charges (including the cost of medication) and for special care equipment prescribed or desired for the resident's exclusive use if not covered by insurance or public aid funds when billed therefore or in the event insurance or public aid funds are not available. The daily rate is charged for the day of admission; however, there is no charge for the day of discharge, if discharged by 12:00am.
- b. If a Medicaid Resident, the Facility agrees to accept as payment in full the amount paid by the Medicaid program for those claims submitted for payment under that program for Medicaid covered services. According to D.S.S., monthly liability will be if resident receives social security or retirement benefits in the amount established by D.S.S.
- c. The Facility shall not bill for physician's services. The Resident will receive a separate bill from his/her attending physician or any other physician involved in his/her care. The Resident is responsible for payment of all physician charges.
- d. All medications ordered by physicians for private residents, as well as legend drugs above the number allowed for Medicaid eligible Resident's in each month will be billed directly to the Resident and/or Representative unless other arrangements are made.
- e. Applicable refunds will be computed and paid in full within thirty (30) days after discharge or transfer to another facility.

Resident Rights and Property:**1. Resident Rights**

The Facility insures the Resident all rights in the "Patients' Bill of Rights" existing in State and Federal law and regulation, and the Health Insurance Portability and Accountability Act of 1996, as delineated in the Notice of Privacy Practices. The Facility, upon admission, has informed the Resident and Representative about the "Patients' Bill of Rights" and the Resident has a full knowledge and understanding of them. The "Patients' Bill of Rights" is included in this agreement as Attachment C.

2. Grievance Procedures

The Facility will assist Residents, their Representatives, or other interested family members, or advocates in filing grievance or complaints when such requests are made. The Resident acknowledges that the Facility's grievance procedures have been explained and are available for review upon request at the Social Services Office. If following your efforts with the Facility regarding the grievance resolution process, and you remain dissatisfied or concerned; please contact our Customer Hotline at: (800) 826-6762. Resident's or their Representatives also may contact the Department of Health and Environmental Control or Long Term Care Ombudsman. See Attachment L for a full listing of names, addresses, and telephone numbers of all pertinent State client advocacy groups.

3. Personal Property

To promote a homelike environment within the Facility, the Resident may be allowed to bring items to the Facility such as dressers, chairs, pictures, accessories, etc., as space, safety, and regulations permit. Items in question should be initially discussed with the Social Services Director or Administrator prior to bringing them into the Facility.

The Facility has established policies and procedures designed to prevent theft and loss of Resident's personal property. The Resident has been informed of the risk involved in keeping valuables (such as jewelry, large sums of money, hearing aids) in the room. All clothing and other personal items shall be clearly marked by the Resident or Representative to indicate ownership by the Resident. In addition, the Resident should strongly consider purchasing private insurance should he/she

(Initial) Resident _____ Representative HA Facility JY

decide to maintain valuable personal property within the Facility. The Facility shall not be responsible for loss, theft or destruction of Resident's personal items. The Resident acknowledges that the Facility's theft and loss procedures have been explained and are available for review upon request at the Social Services Office. The Resident shall provide the Facility with an inventory of all personal effects accompanying the Resident on admission utilizing the Inventory of Personal Items form as outlined in Attachment M. As personal effects are added and/or removed from the facility by the Resident, it shall be the Resident's responsibility to ensure the Inventory of Personal Items form is updated appropriately.

4. *Personal Fund Account*

The Resident has the right to manage his or her own personal funds. If the Resident wants assistance with management of personal funds, the Facility shall assist if requested to do so in writing. The Facility shall hold, safeguard, manage, and account for these funds.

Resident personal funds deposited with the Facility shall be handled as follows:

- The Facility shall deposit funds in excess of Fifty Dollars (\$50.00) in an interest bearing account insured by the Federal Deposit Insurance Corporation (FDIC) that is separate from any Facility operating accounts. All interest earned on the Resident's funds shall be credited to his or her account. The Facility shall have the option of depositing funds of less than Fifty Dollars (\$50.00) in one of the following: a non-interest bearing account, an interest bearing account, or petty cash fund. The Facility shall inform the Resident as to how his or her funds are being held. The Facility's policy is to maintain all resident funds in a separate account, except for a nominal amount maintained in a petty cash fund for the Resident's convenience.
- The Facility shall have a system to ensure that a complete and separate accounting, based on generally accepted accounting principles, of the personal funds deposited with the Facility on the Resident's behalf. This system shall also ensure that the Resident's funds are not commingled with the Facility's funds or with any other funds besides those of other Residents. In addition to the required quarterly accounting, the Facility shall provide individual financial records at the request of the Resident.
- The personal fund balances of Residents who receive Medicaid benefits must remain in a certain dollar range to satisfy State and Federal laws. The Facility shall notify a Medicaid resident if his or her account balances is within Two Hundred Dollars (\$200.00) of the Federal Supplemental Security Income (SSI) limit. The Facility shall also notify the Resident if the account balance, in addition to the Resident's known non-exempt assets, reaches the SSI resource limit. A balance in excess of this limit may cause the Resident to lose eligibility for Medicaid or SSI.
- If a Resident who has personal funds deposited with the Facility expires, the Facility shall refund the Resident's account balance within thirty (30) days and provide a full accounting of these funds to the probate jurisdiction administering the Resident's estate, the designated funeral home if an estate does not exist, or other entity as required by State law or regulation.
- The Facility may not impose a charge against the personal funds of a resident for any item or services for which payment is made under Medicaid or Medicare (except for applicable deductible and coinsurance amounts). The Facility may charge the resident for requested services that are more expensive than or in excess of covered services. See Attachment B for a list of covered items and services during a resident's Medicaid stay. (Initial below)

✓ The Resident authorizes the Business Office of the Facility to maintain a Personal Fund Account for the Resident and hereby authorizes and entrusts the Facility to receive his/her personal funds and disburse said funds on behalf of the Resident for the health, welfare, and personal needs of the Resident. I understand and agree that this gives the facility, through its designated personnel, approval to transfer monies from the account to cover any patient liability charges, or any personal care items not covered under the Medicaid program which appears on my receivable account while a resident or upon discharge.

___ The Resident chooses not to maintain a Personal Fund with the Facility.

5. *Mail*

The Facility shall, to the greatest extent possible, provide the Resident with reasonable privacy in written communications, including the sending and receiving of mail.

6. *Use of Restraints*

It is the policy of this facility to use restraint(s) only after assessment and care planning deem it appropriate to treat the Resident's medical symptoms and assist the Resident in attaining or maintaining his or her highest practicable physical and psychosocial well-being, and other methods or interventions are inadequate. In all instances, the least restrictive restraint, which is effective, will be used. See Attachment O for related information.

(Initial) Resident _____ Representative RA Facility QJ

7. Consent for Photographs and/or Other Visual and/or Audio Recordings

The Resident agrees to allow the Facility to photograph or videotape the Resident as means of identification, health related purposes or other various media to be used in and out of the Facility. The photographs or videotapes may also be used to help locate the Resident in the event of any unauthorized absence from the Facility, but shall otherwise be kept confidential. If the Facility intends to use the photograph or videotape for purposes other than those noted above, the Facility shall get written permission from the Resident in advance of such use. The Resident retains the right to refuse the taking of a photograph at any time. The Resident may also rescind this authorization at any time via written notice provided to the Facility, with such notice to become effective on the third business day following receipt of the notice. (Initial below)

☒ Approve ☐ Disapprove.

8. Written Advance Directives

It is agreed that said Facility will exercise its professional services in providing care and treatment to the Resident. Such care and treatment will take into account written directives provided by the Resident and included in the Resident's file maintained by the Facility. These directives and other necessary data should be exercised prior to admission. The Resident acknowledges that the Facility cannot act in accordance with any Advance Directives until the Resident's attending physician writes orders based on the decisions that have been made. The Facility reserves the right to discharge a Resident who request directives which, in the opinion of the staff of the Facility, cannot morally, ethically, legally or professional be followed.

The Facility's policy regarding the implementation of the resident's Advance Directive is included in this agreement as Attachment D. The Resident acknowledges that he or she has been asked whether he or she has executed an Advance Directive and also has been asked to provide the Facility with a copy of any Advance Directive he or she has executed. (Initial where applicable)

☐ Resident does not choose to formulate or issue any Advance Directive at this time.

☐ Resident has chosen to formulate and issue an Advance Directive which includes:

☐ Living Will

☐ Do Not Hospitalize

☐ Healthcare Power of Attorney

☐ Organ Donor

☒ Full Code

☐ Enteral Nutrition

☐ Do Not Resuscitate

☐ Other _____

9. Resident Directory Authorization

There may be occasions when the Resident may request not to be included in the Facility's Resident Directory. The Facility's policy is intended to implement each Resident's right to object to his/her information being contained in the Resident Directory in accordance with applicable federal and state laws. See the attached Resident Directory Instructions form as outlined in Attachment N, for signature and related information regarding the Facility's disclosure of the Resident's directory information.

Residents Records:

1. Release of Medical Record Information

The Resident authorizes the Facility to furnish confidential medical information to independent health care professionals treating the Resident outside the facility, when the Resident is referred to the outside professional. Individual authorizations for disclosure of Protected Health Information will be obtained in accordance with provisions of the Health Insurance Portability and Accountability act of 1996 when they are required. The Notice of Privacy Practices and Acknowledgement Form are set forth and included in this agreement as Attachment J.

2. Confidentiality

The Facility shall provide privacy and confidentiality of the Resident's personal and clinical records, and disclosure to persons shall not be provided without written consent from the Resident, except as required or permitted by HIPAA, State and Federal laws.

(Initial) Resident _____ Representative KA Facility JS

3. *Resident Access*

The Facility shall grant the Resident access to all medical records pertaining to himself/herself within twenty-four hours (excluding weekends or holidays) of either an oral or written request. After receipt of his/her records from the Facility for review, the Resident may purchase copies of the record upon written request within two (2) working days. The Facility shall charge a reasonable amount for copies not to exceed the community standard.

Bed Holds and Discharges:

1. *Bed Hold Procedure*

\$279.00 per day for a private room \$243.00 per day for a semi private room

The Resident may need to be absent from the Facility temporarily for hospitalization. The Resident may request that the Facility hold open the Resident's bed during this time. This is known as a "bed hold." The Resident shall be given notice of the bed hold option at the time of hospitalization.

If the Resident's care is paid under the Medicaid program (as either a primary or secondary paysource), Medicaid allows for ten (10) bed hold days. If the Resident's care is not paid under the Medicaid program (as either a primary or secondary paysource), the Resident requesting a bed hold must pay the Facility's private daily rate for the bed being held during the bed hold period. If the Medicaid resident's hospitalization exceeds the bed-hold period paid under the Medicaid program, the Resident may request an additional bed hold period from the Facility by agreeing to pay the applicable daily rate during the additional bed hold period. Otherwise, the Resident shall be readmitted on a priority basis to the first available desired room, provided the resident meets the admission criteria. During a bed hold, the Resident's recurring income shall be paid to the Facility during the Resident's period of hospitalization.

2. *Termination of Residency*

The Resident may voluntarily leave the Facility and cancel this agreement at any time. The Resident is requested, however, to give at least five (5) day notice of intent to terminate residency. Conversely, the Facility may cancel this agreement and discharge the Resident under the following circumstances:

- a. When a Resident has failed after reasonable and appropriate notice, to pay for (or to have paid under a third party payment plan) a stay in the Facility. (This would normally occur when the Resident's account balance is 60 or more days past due.);
- b. When transfer or discharge is necessary for the Resident's welfare and the Resident's needs cannot be met by the Facility;
- c. When the health or safety of individuals in the Facility is endangered;
- d. When the Resident's health has improved sufficiently so the Resident no longer needs the services provided by the Facility.
- e. If the Facility ceases to operate.

Such action will be documented and explained to the Resident and reasonable advance written notice will be given unless an emergency situation exists. Personal property of the resident left in the facility at the time of discharge or death will be stored and retained in a secure area for five (5) days. The facility will appropriately dispose of personal property not claimed after the five (5) day period.

Services:

Raymond Zeigler

1. *Transportation*

The Facility shall provide or secure medically necessary transportation for the resident to other healthcare services provided outside the facility (e.g. hospital, doctors' office, dentist) as needed in accordance with physician's orders.

2. *Physician Authorization*

The Resident has the right to select an attending physician or may designate the Facility's Medical Director (or a member of the Medical Director's medical practice) as the Resident's attending physician. The physician selected must have admission privileges to the Facility and must comply with all state and federal licensing laws and requirements, as well as those that apply to physicians practicing in South Carolina nursing facilities. The physician selected shall bill the Resident's Medicaid, Medicare, or Private Insurance for the services rendered and any payments made by the Resident shall be mailed directly to the Medical Practice. The Resident may be billed for any non-covered services. It is understood that in the event of an emergency and the attending physician cannot be reached, the Facility is granted full authority to secure emergency care for the Resident until the Resident's attending physician can be contacted.

(Initial) Resident _____

Representative *KA*

Facility *JK*

ROA 0347

The Resident hereby authorizes the following to serve as the Resident's attending physician while a resident of the Facility
(Initial appropriate response):

- ☒ Medical Director of the Facility
☐ Other physician (having admission privileges to the Facility)

Dr. Lisa Forgione
 Name of Physician

████████████████████
 Address

Elite Patient Care Asheville, NC
 Name of Medical Practice
 Summerville, SC 29483
 City, State, Zip, Telephone

3. **Extended Services Agreement**

The Resident has the right to choose a professional service (i.e. Dentist, Podiatrist, Optometrist, etc.) or may use the professional services designated by the Facility. It is understood the professional service(s) designated must comply with all state and federal laws and requirements, as well as those that apply to such professional practice in South Carolina nursing facilities. It is further understood that in the event of an emergency and the primary professional service cannot be reached, the Facility is granted full authority to secure emergency care for the Resident until the primary professional service can be contacted. The Extended Services Agreement is set forth and included in this agreement as **Attachment E**.

4. **Pharmacy Services**

The Facility has an arrangement with a pharmacy to provide necessary prescriptions and over the counter medications to its residents. The Resident agrees to pay for medications unless Medicaid, Medicare or other third party payor otherwise pays for them. All medications, including over the counter medications, must be prescribed by a licensed physician or other individuals authorized by state law to write prescriptions. All medications must be administered according to physician's orders. Medications shall be administered by qualified staff unless the Facility's inter-disciplinary team determines that the Resident may safely self-administer medications. The Pharmacy/Patient Agreement form is set forth and included in this agreement as **Attachment K**.

5. **Outside Trips**

I ☐ do ☒ do not hereby give permission to be taken out of the facility by a responsible staff member for Activity purposes (entertainment, rides, shopping, visiting local places of interest). The Facility will not allow Resident to leave the facility for outside trips unless he/she is deemed physically and mentally able to do so by the Director of Nursing, attending Physician, or Activities Director.

6. **Laundry Service**

I ☐ do ☒ do not want the Facility to provide personal laundry services to the Resident. Residents who elect not to use the Facility's personal laundry services are required to provide a clothes hamper or container with a lid for this purpose. The Resident or Representative shall be responsible for appropriately labeling all clothing with the Resident's name.

7. **Beauty/Barber Shop Service**

I ☒ do ☐ do not want the Facility to provide beauty and barber shop services to the Resident. The Resident understands that he/she will be charged at the rates specified. See the attached Authorization for Beauty/Barber Shop Services, **Attachment H**, for beauty/barber shop preferences, prices and related information.

8. **Influenza and Pneumococcal Vaccination**

The Facility shall have available and offer the Influenza and Pneumococcal vaccinations to the Resident. See the attached Influenza and Pneumococcal Vaccination Consent Form as outlined in **Attachment I**, for signature and related information regarding Influenza and Pneumococcal Vaccinations.

Miscellaneous:

1. **Assignment**, no party to the Agreement may assign his/her rights or responsibilities under the Agreement.
2. **Merger Clause**, this Agreement constitutes the entire agreement among the parties hereto and this Agreement may not be amended except in writing signed by the parties to the Agreement.
3. **Choice of Law**, the Agreement will be governed and construed in accordance with the laws and regulations of the State of South Carolina.

(Initial) Resident _____ Representative KA Facility JH

4. **Binding Obligation**, the Resident agrees that the obligations, conditions, terms and restrictions of this Agreement also bind his or her respective heirs, successors and self-designated representatives acting on behalf of the Resident including, but not limited to, family members, guardians, and any other private organization or advocacy group.
5. **Incidents Beyond the Control of Facility**, the Resident agrees that Facility will not be liable for and agree to hold Facility harmless from any circumstances that are beyond the control of the Facility including, but not limited to, acts of God, staff shortages, strikes and changes in economic conditions that affect the Facility's operation. Additionally, the Resident agrees that Facility will not be liable for and agree to hold Facility harmless from any changes in services or service limits due to changes in payment levels received by the Facility from Resident and/or third party payors, including but not limited to, Medicare and Medicaid.

The Resident acknowledges receipt of a copy of this executed agreement. This agreement includes all documents signed by the Resident at the time of admission, as well as Attachments A through O. A copy of the Agreement shall remain in the Resident's file for the duration of residency in this Facility. I understand that this Agreement is a legally binding contract and further understand each and all of the terms of this Agreement.

Date

12-22-2022

Date

12-22-2022

Date

Date

Signature of Resident (or Mark – see below)

Signature of Representative

Relationship to Resident

Signature of Designated Admissions Officer

Signature of Executive Director/Administrator

One witness should sign if Resident is unable to sign and/or signs with only a mark.

Date

Signature of Witness

(Initial) Resident _____ Representative _____ Facility JA

CARLYLE SENIOR CARE

RESIDENT CARE		Page: 1 of 5
Section RESIDENT RIGHTS		Approval Date:11/28/16
Title: RESIDENT RIGHTS		Effective Date:11/28/16

Policy:

It is the practice of this facility to protect and promote resident rights and treat each resident with respect and dignity as well as care for each resident in a manner and in an environment that maintains or enhances resident's quality of life by recognizing each resident's individuality.

Compliance Guidelines:

1. All staff members are involved in providing care to residents to promote and maintain resident dignity and respect resident rights.
2. During interactions with residents, staff must report, document and act upon information regarding resident preferences.
3. Interview results will be documented; the provision of care and care plans will be revised, if appropriate, based on information obtained from resident interviews.
4. The resident's former lifestyle and personal choices will be considered when providing care and services to meet the resident's needs and preferences.
5. When interacting with a resident, pay attention to the resident as an individual.
6. Respond to requests for assistance in a timely manner.
7. Explain care or procedures to the resident before initiating the activity.
8. Staff members do not talk to each other while performing a task for the resident as if the resident is not there. Conversation should be resident focused and resident centered.
9. Groom and dress residents according to resident preference.
10. Speak respectfully to residents; avoid discussions about residents that may be overheard.
11. Respect the resident's living space and personal possessions.
12. Maintain resident privacy.
13. Assist residents to participate in activities of choice.
14. Each resident will be provided equal access to quality care regardless of diagnosis, severity of condition or payment source.
15. Random observations and/or verifications are conducted by the Director of Nursing Services (DNS), or designee, to ensure compliance with this policy.

Policy:

The facility will inform the resident both orally and in writing in a language that the resident understands of his or her rights and all rules and regulations governing resident conduct and responsibilities during the stay in the facility.

The facility will also provide the resident with prompt notice (if any) of changes in any State or Federal laws relating to resident rights or facility rules during the resident's stay in the facility. Receipt of any such information must be acknowledged in writing.

Policy Explanation and Compliance Guidelines:

1. Prior to or upon admission, the social service designee, or another designated staff member, will inform the resident and/or the resident's representative of the resident's rights and responsibilities.
2. Information about resident rights and responsibilities will be given to the resident both orally and in writing.
3. Information about resident rights will be given to the resident in a language that the resident understands to the extent possible, considering impediments which may be created by the resident's health and mental status.
4. If a resident's knowledge of English or the predominant language of the facility is inadequate for comprehension, a means to communicate the information concerning rights and responsibilities in a language familiar to the resident will be made available and implemented.
5. The facility will have written translations of its statements of rights and responsibilities in commonly encountered foreign languages, if/as applicable.

6. Large print texts of the facility's statement of resident rights and responsibilities should be available.
7. The facility will promptly inform residents of any changes to State or Federal laws relating to resident rights or facility rules. Receipt of any such changes must be acknowledged in writing.
8. A posting of names, addresses and phone numbers of all pertinent state client advocacy groups will be available in the facility.
9. The facility prominently displays written information regarding how to apply for and use Medicare and Medicaid benefits.
10. All residents will be treated equally regardless of age, race, ethnicity, religion, culture, language, physical or mental disability, socioeconomic status, sex, sexual orientation, or gender identity or expression.

Resident Rights

The resident has the right to a dignified existence, self-determination, and communication with and access to persons and services inside and outside the facility.

Exercise of rights. The resident has the right to exercise his or her rights as a resident of the facility and as a citizen or resident of the United States.

- a. The resident has the right to be free of interference, coercion, discrimination, and reprisal from the facility in exercising his or her rights and to be supported by the facility in the exercise of his or her rights.
- b. In the case of a resident who has not been adjudged incompetent by the State court, the resident has the right to designate a representative, in accordance with State law and any legal surrogate so designated may exercise the resident's rights to the extent provided by State law.
- c. The same-sex spouse of a resident must be afforded treatment equal to that afforded to an opposite-sex spouse if the marriage was valid in the jurisdiction in which it was celebrated.
- d. The resident representative has the right to exercise the resident's rights to the extent those rights are delegated to the resident representative.
- e. The resident retains the right to exercise those rights not delegated to a resident representative, including the right to revoke a delegation or rights, except as limited by State law.

Planning and implementing care. The resident has the right to be informed of, and participate in, his or her treatment, including:

- a. The right to be fully informed in language that he or she can understand of his or her total health status, including but not limited to, his or her medical condition.
- b. The right to participate in the development and implementation of his or her person-centered plan of care, including but not limited to:
- c. The right to participate in the planning process, including the right to identify individuals or roles to be included in the planning process, the right to request meetings and the right to request revisions to the person-centered plan of care.
- d. The right to participate in establishing the expected goals and outcomes of care, the type, amount, frequency, and duration of care, and any other factors related to the effectiveness of the plan of care.
- e. The right to be informed, in advance, of changes to the plan of care.
- f. The right to receive the services and/or items included in the plan of care.
- g. The right to see the care plan, including the right to sign after changes to the plan of care.
- h. The right to be informed in advance, of the care to be furnished and the type of care giver or professional that will furnish care.
- i. The right to be informed by the physician or other practitioner or professional, of the risks and benefits of proposed care, of treatment and treatment alternatives or treatment options and to choose the alternative or option he or she prefers.
- j. The right to request, refuse, and/or discontinue treatment, to participate in or refuse to participate in experimental research, and to formulate and advance directive.
- k. The right to self-administer medications if the interdisciplinary team has determined that this practice is clinically appropriate.
- l. Nothing in this paragraph should be construed as the right of the resident to receive the

provision of medical treatment or medical services deemed medically unnecessary or inappropriate.

Choice of attending physician. The resident has the right to choose his or her attending physician.

Respect and dignity. The resident has a right to be treated with respect and dignity, including:

- a. The right to be free from any physical or chemical restraints imposed for purposes of discipline or convenience, and not required to treat the resident's medical symptoms.
- b. The right to retain and use personal possessions, including furnishings, and clothing, as space permits, unless to do so would infringe upon the rights or health and safety of other residents.
- c. The right to reside and receive services in the facility with reasonable accommodation of resident needs and preferences, except when to do so would endanger the health or safety of the resident or other residents.
- d. The right to share a room with his or her spouse when married residents live in the same facility and both spouses consent to the arrangement.
- e. The right to share a room with his or her roommate of choice when practicable, when both residents live in the same facility and both residents consent to the arrangement.
- f. The right to receive written notice, including the reason for the change, before the resident's room or roommate in the facility is changed.
- g. The right to refuse to transfer to another room in the facility, if the purpose of the transfer is:
 - i. to relocate a resident of a SNF from the distinct part of the institution that is a SNF to a part of the institution that is not a SNF, or
 - ii. to relocate a resident of a NF from the distinct part of the institution that is a NF to a distinct part of the institution that is a SNF.
 - iii. solely for the convenience of staff.
- h. A resident's exercise of the right to refuse transfer does not affect the resident's eligibility or entitlement to Medicare or Medicaid benefits.

Self-determination. The resident has the right to and the facility must promote and facilitate resident self-determination through support of resident choice, including but not limited to:

- a. The resident has a right to choose activities, schedules (including sleeping and waking times), health care and providers of health care services consistent with his or her interests, assessments, and plan of care and other applicable provisions of this part.
- b. The resident has the right to make choices about aspects of his or her life in the facility that are significant to the resident.
- c. The resident has a right to interact with members of the community and participate in community activities both inside and outside the facility.
- d. The resident has a right to receive visitors of his or her choosing at the time of his or her choosing, subject to the resident's right to deny visitation when applicable, and in a manner, that does not impose on the rights of another resident.
- e. The resident has a right to organize and participate in resident groups in the facility.
- f. The resident has a right to participate in family groups.
- g. The resident has a right to have family member(s) or other resident representative(s) meet in the facility with the families or resident representative(s) or other residents in the facility.
- h. The resident has a right to participate in other activities, including social, religious, and community activities that do not interfere with the rights of other residents in the facility.
- i. The resident has a right to choose to or refuse to perform services for the facility and the facility must not require a resident to perform services for the facility. The resident may perform services for the facility, if he or she chooses, when
 - i. The facility has documented the resident's need or desire for work in the plan of care;
 - ii. The plan specifies the nature of the services performed and whether the services are voluntary or paid;
 - iii. Compensation for paid services is at or above prevailing rates; and
 - iv. The resident agrees to the work arrangement described in the plan of care.

The resident has the right to manage his or her financial affairs. This includes the right to know, in advance, what charges a facility may impose against a resident's personal funds.

Information and communication. The resident has the right to be informed of his or her rights and of all rules and regulations governing resident conduct and responsibilities during his or her stay in the facility.

- a. The resident has the right to access personal and medical records pertaining to him or herself.
- b. The resident has the right to receive notices orally (meaning spoken) and in writing (including Braille) in a format and a language he or she understands, including:

- i. Required notices as specified in this section. The facility must furnish to each resident a written description of legal rights which includes—

- ☐ A description of the manner in protecting personal funds,
 - ☐ A description of the requirements and procedures for establishing eligibility for Medicaid, including the right to request an assessment of resources
 - ☐ A list of names, addresses (mailing and email), and telephone numbers of all pertinent State regulatory and informational agencies, resident advocacy groups such as the State Survey Agency, the State licensure office, the State Long-Term Care Ombudsman program, the protection and advocacy agency, adult protective services where state law provides for jurisdiction in long-term care facilities, the local contact agency for information about returning to the community and the Medicaid Fraud Control Unit; and
 - ☐ A statement that the resident may file a complaint with the State Survey Agency concerning any suspected violation of state or federal nursing facility regulations, including but not limited to resident abuse, neglect, exploitation, misappropriation of resident property in the facility, non-compliance with the advance directives requirements and requests for information regarding returning to the community.. Information and contact information for State and local advocacy organizations, including but not limited to the State Survey Agency, the State Long-Term Care Ombudsman program and the protection and advocacy system;

Information regarding Medicare and Medicaid eligibility and coverage;

- a. Contact information for the Aging and Disability Resource Center; or other No Wrong Door Program
- b. Contact information for the Medicaid Fraud Control Unit; and
- c. Information and contact information for filing grievances or complaints concerning any suspected violation of state or federal nursing facility regulations, including but not limited to resident abuse, neglect, exploitation, misappropriation of resident property in the facility, non-compliance with the advance directives requirements and requests for information regarding returning to the community.
- d. The resident has the right to have reasonable access to the use of a telephone, including TTY and TDD services, and a place in the facility where calls can be made without being overhead. This includes the right to retain and use a cellular phone at the resident's own expense.
- e. The resident has the right to send and receive mail, and to receive letters, packages and other materials delivered to the facility for the resident through a means other than a postal service, including the right to:
 - f. Privacy of such communications consistent with this section; and
 - g. Access to stationary, postage, and writing implements at the resident's own expense.
- h. The resident has the right to have reasonable access to and privacy of their use of electronic communication such as email and video communications and for internet research.
 - i. If the access is available to the facility
 - ii. At the resident's expense, if any additional expense is incurred by the facility to provide such access to the resident.
 - iii. Such use must comply with state and federal law.

The resident has a right to—

- a. Examine the results of the most recent survey of the facility conducted by Federal or State surveyors and any plan of correction in effect with respect to the facility; and
- b. Receive information from agencies acting as client advocates, and be afforded the opportunity to contact these agencies.
- c. Privacy and confidentiality. The resident has a right to personal privacy and confidentiality of his or her personal and medical records.
 - i. Personal privacy includes accommodations, medical treatment, written and telephone communications, personal care, visits, and meetings of family and resident groups, but this does not

require the facility to provide a private room for each resident.

d. The resident has a right to secure and confidential personal and medical records.

e. The resident has the right to refuse the release of personal and medical records except as provided at §483.70(i)(2) or other applicable federal or state laws.

Safe environment:

The resident has a right to a safe, clean, comfortable and Homelike environment, including but not limited to receiving treatment and supports for daily living safely.

Grievances. The resident has the right to—

a. Voice grievances to the facility or other agency or entity that hears grievances without discrimination or reprisal. Such grievances include those with respect to care and treatment which has been furnished as well as that which has not been furnished; and the behavior of staff and of other residents; and other concerns regarding their LTC facility stay.

b. The resident has the right to and the facility must make prompt efforts by the facility to resolve grievances the resident may have.

Signature: _____

Relationship: Daughter

Date: 12-22-2022

Center: Carlyle Senior Care of Fountain InnResident's Name: Raymond Zeigler Date: 12-22-2022

INFORMED CONSENT FOR PHOTOGRAPHS/VIDEO/AUDIO/MAIL ASSISTANCE

Photographs, videos, and mail delivery are an integral part of everyday life
in a resident's continuum of care.

Please indicate below how we may/may not involve you or your loved
one in these areas of service:

Photos/Videos are routinely taken during various activities. Occasionally, positive verbal statements are recorded on video. *Circle Yes or No:*

- ☒ Yes / No I give consent for my/my loved one's photo to be taken/used for identification purposes.
- ☒ Yes / No I give consent for my/my loved one's photos to be sent to my family members.
- ☒ Yes / No I consent to having my/my loved one's picture made for posting within the center, i.e. birthday board, bulletin board, picture board.
- ☒ Yes / No I consent to having my/my loved one's picture made for release to the general public through the center newsletter, local newspaper, scrapbooks, community organizations.
- ☒ Yes / No I consent to having my/my loved one's picture made for release on the internet through the center's social media pages.
- ☒ Yes / No I consent to having my/my loved one's picture/video and/or audio recordings for in-service training within the center and/or the Carlyle Senior Care region of which the center is a part.

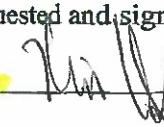
(Example: slide show presentations)

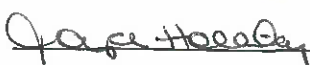
Personal Mail is delivered to the center by the US Postal Service. Upon arrival to the center, it is delivered unopened to individual residents and assistance in opening and/or reading mail will be offered.

Circle Yes or No:

- ☒ Yes / No I consent to having assistance with opening and/or reading my personal mail.

I further understand that this is not giving consent for my picture/video/audio to be used in any marketing materials for this center. If these items are of interest to Carlyle Senior Care for marketing purposes, a separate consent form will be requested and signatures obtained.

Resident / Legal Representative:  Date: 12-22-2022

Witness:  Date: 12-22-2022

PHONE SERVICE

As a convenience to our residents and their families, Carlyle Senior Care of Fountain Inn is equipped to offer a private telephone line in each resident's room.

If the stay of a resident is being paid by Medicare Part A, the cost is included in the per-diem paid for by that source. If the resident is covered under Medicaid, certain insurances or is private pay, there is a \$25 per month charge for phone service.

With your signature, Carlyle Senior Care of Fountain Inn will gladly connect a phone in the room.

Medicare ☒ _____

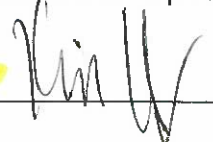
Medicaid _____

Private Pay _____

Insurance _____

Resident Name & Room Number Raymond Zeigler Room 112A

☒ Yes I would like a phone ☐ No I would not like a phone

Signature 

ADVANCE DIRECTIVES
ACKNOWLEDGEMENT OF RECEIPT

This is to acknowledge that I have been informed of my rights and all rules and regulations regarding:

- The right to accept or refuse medical or surgical treatment
- The right to formulate and issue Advance Directives to be followed should I become incapacitated

**initial where appropriate*

___ Resident does not choose to formulate or issue any Advance Directive at this time.

___ Resident has chosen to formulate and issue an Advance Directive. Resident acknowledges that all pertinent documentation which verify those Advance Directives specified below, shall be provided to the facility for placement in the medical record.

___ Living Will

___ Healthcare Power of Attorney

___ Do Not Resuscitate

☒ Full Code

___ Do Not Hospitalize

___ Enteral Nutrition

___ Other: _____

Resident Signature

[Signature]

Date

12-22-2022

Representative Signature

Daughter

Relationship

Date

12-22-2022

Joyce Holliday

Facility Representative Signature

Date

Witness Signature

Date

Residents Name Raymond Zeigler	Physician Name Dr. Lisa Forgione	Medical Record # 125120	Room # 112A
-----------------------------------	-------------------------------------	----------------------------	----------------

Raymond Zeigler

ATTACHMENT F

Financial Questionnaire

A. Gross Monthly Income:

Please indicate, to the best of your knowledge, if you are receiving the following monthly income types by placing a circle around "Yes" or "No" above the income category. If yes, please complete the income "Amount" and "Frequency" fields.

☒ [YES] / ☐ [NO]

Social Security Income

Amount

Frequency

☐ [YES] / ☐ [NO]

Pension/Retirement Income

Amount

Frequency

☐ [YES] / ☐ [NO]

Investment Income

Amount

Frequency

☐ [YES] / ☐ [NO]

Other: _____

Amount

Frequency

B. Current Assets/Resources/Bank Accounts:

Please indicate your current assets/resources/bank accounts below by placing a circle around "Yes" or "No" above the asset category. If yes, please complete the asset "Location" and "Amount/Value" fields.

☒ [YES] / ☐ [NO]

Checking/Savings Account

Location

Amount/Value

☐ [YES] / ☐ [NO]

Checking/Savings Account

Location

Amount/Value

☐ [YES] / ☐ [NO]

Property/Real Estate

Location

Amount/Value

☐ [YES] / ☐ [NO]

Investment/Retirement Account

Location

Amount/Value

☐ [YES] / ☐ [NO]

Life Insurance Policy

Location

Amount/Value

☐ [YES] / ☐ [NO]

Other: _____

Location

Amount/Value

☐ [YES] / ☐ [NO] The Resident is the sole individual listed on any of the above assets, etc..... If NO, please provide detail on any other individuals listed on any of the above items:

C. Transfer of Assets/Resources:

☐ [YES] / ☐ [NO] The Resident has not experienced any transfers of assets occurring within 5 years of the Admission Date. If YES, please detail any and all transfer of assets that have occurred within the past 5 years:

D. Financial Responsibility

☒ [YES] / ☐ [NO] The Resident shall be responsible for remitting timely payment to the Facility for any applicable charges for which they are billed. If "No", Kimberly Haag shall be responsible for remitting timely payment, on the Resident's behalf, to the Facility for any applicable charges for which the Resident is billed.

a. The Resident's primary payor source is (complete the appropriate fields):

☒ Medicare Part A or Medicare Replacement Plan

- During days 1-20 of the Resident's Medicare stay: If the resident satisfies the Medicare qualifications, the Resident's Room and Board and Medicare included supplies and services are generally paid 100% by Medicare.
- During days 21-100 of the Resident's Medicare stay: If the resident satisfies the Medicare qualifications, the Resident's secondary payor source, if applicable, will be billed each month for the payment of the Medicare Co-Insurance. The current Medicare Co-Insurance rate is \$_____ per day.

☐ Private

- \$_____ will be due today and \$_____ will be due each month by the 10th plus any ancillary charges, if applicable. _____ shall be responsible for remitting timely payment to the Facility each month?

Note: The Resident or Representative shall provide the Facility with a 60-day notice prior to exhausting the financial resources necessary to remain as a Private Pay Resident.

☐ Medicaid

- If the Resident does not have nursing home Medicaid, a Medicaid application and supplementary information will need to be completed and submitted to DHHS no later than _____. (refer to Medicaid Application below).
- If the Resident's has been approved for nursing home Medicaid, the Resident's liability/recurring income will be due on admission (prorated) as well as by the 10th day of each month thereafter.
 - \$_____ will be due on admission and \$_____ will be due each month thereafter by the 10th.
 - [YES] / [NO] Would you like the Facility to become Rep-Payee of Social Security Income and/or Retirement Benefits?
 - If "NO", _____ shall be responsible for remitting timely payment of Social Security Income and/or Retirement Benefits (refer to Section A) each month?

☒ Insurance

BCBS

- The Resident's insurance company will be billed each month for the care and services provided by the Facility. The Resident's secondary payor source will be billed for any portion of any unpaid 3rd party billing claim.

☐ Medicaid Pending (refer to Medicaid Application below)

b. The Resident's secondary payor source is (complete the appropriate fields):

☐ **Private**

- (Medicare Co-Insurance) Medicare Co-Insurance will be billed in the amount of \$_____ per day based on total length of stay during the billing month. Medicare Co-Insurance charges will be due by the 10th day of each month.
- (Medicaid Application – Denied) – The Resident shall be directly billed for any outstanding and ongoing charges incurred each month for the care and services provided by the Facility.
- (3rd Party Insurance Payor - Non-Payment) The Resident may be directly billed for any portion of any unpaid 3rd party billing claim and any ongoing charges incurred each month thereafter for the care and services provided by the Facility.
 - i. _____ shall be responsible for remitting timely payment to the Facility each month?

☐ **Medicaid**

- (Medicare Co-Insurance) Medicaid will be billed for the Medicare Co-Insurance amount (refer to #1 Medicare) based on total length of stay during the billing month. During this time, the Resident's liability/recurring income of \$_____ will be due o by the 10th day of each month thereafter.
 - Gross Monthly Income minus \$30 will be due each month, during day 21-100 of the Resident's Medicare stay. \$_____ will be due each month by the 10th.
 - [YES] / [NO] Would you like the Facility to become Rep-Payee of Social Security Income and/or Retirement Benefits: (Request to be Selected as Payee form attached)?
 - If "NO", _____ shall be responsible for remitting timely payment of Social Security Income and/or Retirement Benefits (refer to Section A) each month?
- (3rd Party Payor Non-Payment) Medicaid will be billed for any portion of any unpaid 3rd party billing claim.

☐ **Insurance**

- The Resident's insurance company will be billed each month for the care and services provided by the Facility. The Resident may be directly billed for any portion of any unpaid 3rd party billing claim.

☐ **Medicaid Pending (refer to Medicaid Application below)**

MEDICAID APPLICATION:**(Medicaid Application & Form 1282 attached)**

- Date application submitted (if applicable): _____.
- Date Form 1282 submitted (if applicable): _____.
- _____ will be responsible for assisting resident in completing the Medicaid Application and submitting all required information/documentation requested by DHHS:

 - Phone Number: _____
 - Cell Number: _____
 - Email: _____

While resident is awaiting approval of the Medicaid Application:

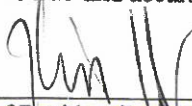
- If Medicare or Medicaid Pending is the Primary Payor Source:
 - Gross Monthly Income minus \$30 will be due each month, during day 21-100 of the Resident's Medicare stay. \$_____ will be due each month by the 10th.
 - **[YES] / [NO]** Would you like the Facility to become Rep-Payee of Social Security Income and/or Retirement Benefits: (Request to be Selected as Payee form attached)?
 - If "NO", _____ shall be responsible for remitting timely payment of Social Security Income and/or Retirement Benefits each month?

***Note: If and when Medicaid is approved and the patient liability/recurring income amount is established by DHHS, you may receive a billing adjustment for any over/under payments.

I understand the information contained within Attachment F Financial Questionnaire and agree that the financial information I have provided to the Facility is true and accurate to the best of my knowledge.

12-22-2022

Date


 Signature of Resident/Legal Representative/Responsible Party

EXTENDED SERVICES AGREEMENT

Raymond Zeigler
Resident Name

12-22-2022
Date

1. Dentist Authorization

The Resident has the right to choose a dentist or may use the services of the Dentist of the Facility. It is understood that the primary Dentist must comply with all state and federal laws and requirements, as well as those that apply to dentists practicing in South Carolina nursing facilities. The Dentist selected shall bill the Resident's Medicaid, Medicare, or Private Insurance for the services rendered and that any payment will be mailed directly to the Dental Practice. The Resident may be billed for any non-covered services. It is further understood that in the event of an emergency and the Dentist cannot be reached, the Facility is granted full authority to secure emergency care for the Resident until the primary Dentist can be contacted.

I ☐ do ☐ do not authorize the Dentist to perform services for the above named Resident.

TBD at time of service
Name of Dentist

Address

Aria Care Partners
Name of Dental Practice
Overland Park, KS 66210

City, State, Zip, Telephone

2. Podiatry Authorization

The Resident has the right to choose a Podiatrist or may use the services of the Podiatrist of the Facility. It is understood that the primary Podiatrist must comply with all state and federal laws and requirements, as well as those that apply to podiatrists practicing in South Carolina nursing facilities. The Podiatrist selected shall bill the Resident's Medicaid, Medicare, or Private Insurance for the services rendered and that any payment will be mailed directly to the Medical Practice. The Resident may be billed for any non-covered services.

I ☒ do ☐ do not authorize the Podiatrist to perform services for the above named Resident.

Ian Barker
Name of Podiatrist

Address

360 Care
Name of Practice
Rocky Mount, NC, 27804

City, State, Zip, Telephone

3. Optometry Authorization

The Resident has the right to choose an Optometrist or may use the services of the Optometrist of the Facility. It is understood that the primary Optometrist must comply with all state and federal laws and requirements, as well as those that apply to Optometrists practicing in South Carolina nursing facilities. The Optometrist selected shall bill the Resident's Medicaid, Medicare, or Private Insurance for the services rendered and that any payment will be mailed directly to the Medical Practice. The Resident may be billed for any non-covered services.

I ☐ do ☐ do not authorize the Optometrist to perform services for the above named Resident.

Name of Optometrist

Address

Aria Care Partners
Name of Practice
Overland Park, KS 66210

City, State, Zip, Telephone

I acknowledge that I have been informed by the Facility and have read and reviewed the above releases, statements, and information and have signed my response for approval or denial with my initials in the appropriate space. I fully understand and accept the above information.

[Signature]
Resident or Representative

12-22-2022

Date

Joyce Holliday
Witness

12-22-2022

Date



Patient Name: Raymond W. Ziegler

Date of Birth: [REDACTED]

General Consent for Care and Treatment Consent

TO THE PATIENT: You have the right, as a patient, to be informed about your condition and the recommended surgical, medical or diagnostic procedure to be used so that you may make the decision whether or not to undergo any suggested treatment or procedure after knowing the risks and hazards involved. At this point in your care, no specific treatment plan has been recommended. This consent form is simply an effort to obtain your permission to perform the evaluation necessary to identify the appropriate treatment and/or procedure for any identified condition(s).

This consent provides us with your permission to perform reasonable and necessary medical examinations, testing, and treatment. By signing below, you are indicating that (1) you intend that this consent is continuing in nature even after a specific diagnosis has been made and treatment recommended; (2) you consent to treatment by any Curana Health provider, and (3) you consent to communication via electronic and/or written format. The consent will remain fully effective until it is revoked in writing. You have the right at any time to discontinue services. You have the right to discuss the treatment plan with your provider about the purpose, potential risks, and benefits of any test ordered for you. If you have any concerns regarding any test or treatment recommended by your health care provider, we encourage you to ask questions.

I voluntarily request a physician, and/or mid-level provider (Nurse Practitioner, Physician Assistant, or Clinical Nurse Specialist), and other health care providers or the designees as deemed necessary, to perform a reasonable and necessary medical examination, testing, and treatment for the condition which has brought me to seek care at this practice.

Assignment of Professional Benefits: I hereby assign all insurance benefits and/or Medicare/Medicaid benefits to Providers and/or medical professionals providing services to me and authorize direct payment to Providers. This assignment specifically includes, but is not limited to, major medical and disability insurance proceeds and benefits. I agree to pay for any and all charges not paid pursuant to this assignment. A photocopy of this assignment shall be valid as the original.

Statement of Responsibility: I understand that I am financially responsible to the Provider as the patient, parent, guardian, and conservator or insured for all charges not covered by the above assignment. Charges may include co-payments, insurance deductibles, co-insurance or out-of-pocket expenses

I certify that I have read and fully understand the above statements and consent fully and voluntarily to its contents. I also acknowledge that I have been given a copy of the practice's Notice of Privacy Practices.

[Signature]
Signature of Patient or Medical Power of Attorney

12.22.22
Date

Kimberly Haag
Printed Name of Patient or Medical Power of Attorney

Daughter
Relationship to Patient

CHE FACILITY PATIENT INTAKE FORM

CONSENT FOR TREATMENT

I consent to CHE Behavioral Health's provision of counseling, psychological, psychiatric, or other behavioral health services. I understand that behavioral health treatment may result in unexpected side effects, such as intense or uncomfortable emotions, and that it is important that I discuss any reactions to my treatment with my treating clinician. Behavioral health treatment can also provide benefits, such as a significant reduction in feelings of stress and improved self-esteem. I am aware, however, that no guarantees have been made to me about the results of services. Some alternatives to behavioral health treatment include peer self-help groups, support groups, 12-step programs, and other similar programs.

RELEASE OF INFORMATION

I authorize CHE Behavioral Health to release medical records, financial and other health information about me as described in CHE Behavioral Health's Notice of Privacy Practices, a copy of which I have received. I acknowledge and understand that CHE Behavioral Health can release my information to (a) government programs, third party insurance carriers, health service plans, health maintenance organizations, or third party administrators for payment purposes; (b) to health care providers (including my designated primary care provider) for my continuing patient care and other related purposes; and (c) to caregivers, including but not limited to family members.

FINANCIAL RESPONSIBILITY AND ASSIGNMENT OF BENEFITS

I agree that I am financially responsible for all charges related to services provided by CHE Behavioral Health. Third-party payers (including, as applicable, government programs such as Medicare and Medicaid) may make payments directly to CHE Behavioral Health. My signature on this form is my authorized signature for the filing of a claim and request for direct payment of benefits by any such payer to CHE Behavioral Health. I agree that unless CHE Behavioral Health or my attending health care provider have expressly agreed in writing with the third-party payer to accept payment from the payer as full payment, I am personally responsible to pay any charges not paid by the payer. These charges can include but are not limited to co-payments, deductibles, co-insurance amounts, and charges for non-covered services.

PRIOR EXPRESS CONSENT FOR TELEPHONE, SMS OR EMAIL CONTACT

I agree CHE Behavioral Health, or its third party vendor, may contact me by telephone at any telephone number associated with my account, including wireless telephone numbers. I also agree that if I have provided CHE Behavioral Health with an e-mail address or telephone number for a cellular phone or other wireless device, CHE Behavioral Health may contact me by text message or e-mail. This express consent applies to each such e-mail address or telephone number I provide CHE Behavioral Health now or in the future and permits such calls, texts and e-mails regardless of their purpose. I understand that calls and messages may incur access fees from my cellular provider.

ACKNOWLEDGMENT

I have read the information above, and have had the opportunity to ask questions and have them answered to my satisfaction. If I am not the patient identified on this form, I represent that I am authorized by law to agree to these conditions on the patient's behalf and am the authorized representative of the patient. A copy of this form is as effective and valid as the original.

Patient or Authorized Representative Signature:

Date:

12-22-2022

Name of Patient:

Raymond Zeigler

Name of Authorized Representative, if Authorized Representative is Signing:

Kimberly Haag

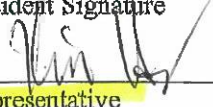
MEDICARE SECONDARY PAYER QUESTIONNAIRE
(Short Version)

Raymond Zeigler
 Resident Name

12-22-2022
 Date

1. Is the Patient or Patient's Spouse actively employed? Yes ___ No ✓
2. Is the Patient being treated as a result of an accident? Yes ___ No ✓
3. Is the Patient entitled to Medicare Benefits as a result of End Stage Renal Disease (ESRD)? Yes ___ No ✓
4. Is the Patient under age 65 and entitled to Medicare as a result of a disability?
 Yes ___ No ✓

NOTE: If any of the above questions were answered "yes", it will be necessary that you refer to the specific section of the Medicare Development (Long Version) in order to obtain information regarding insurance coverage which may be primary to Medicare.

Resident Signature	Date
	12-22-2022
Representative	Date
Joyce Holliday- Admissions/Assistant Administrator	12-22-2022
Facility Representative/Title	Date

MEDICARE SECONDARY PAYER QUESTIONNAIRE
(LONG VERSION)

Raymond Zeigler

12-22-2022

Resident Name

Date

Part I

1. Are you receiving benefits from a Federal Black Lung (BL) Program?

☐ No☐ Yes – Federal BL Program is primary payer for claims related to BL. Obtain the following information:

Federal BL Program: _____

Address: _____ City: _____ State: _____ Zip: _____

Policy/ID number: _____ Date benefits began: _____

2. Are the services to be paid by a government program such as a research grant?

☐ No☐ Yes – Government Program is primary payer for claims related to these services.

3. Has the Department of Veterans Affairs (DVA) authorized and agreed to pay for care at this facility?

☐ No☐ Yes – DVA is primary payer for claims related to these services.

4. Is the illness/injury due to a work related accident/condition and covered by a Workers' Compensation (WC) plan?

☐ No☐ Yes – WC plan is primary payer for claims related to these services. Obtain the following information and go to Part III.

Name of WC Plan: _____ Policy/ID number: _____

Address: _____ City: _____ State: _____ Zip: _____

Name and address of employer: _____

Part II

1. Was illness/injury due to a non-work related accident?

☐ No – Go To Part III☐ Yes – Date of Accident: _____

2. What type of accident caused the illness/injury?

☐ Automobile☐ Non-Automobile☐ Other

Name of no-fault or liability insurer: _____

Address: _____ City: _____ State: _____ Zip: _____

Name of insured party: _____

Policy/ID number: _____ Insurance claim number: _____

No-fault insurer is primary payer for claims related to the accident. Go to Part III.

3. Was another party responsible for this accident?

☐ No – Go To Part III.☐ Yes

Name of liability insurer: _____

Address: _____ City: _____ State: _____ Zip: _____

Name of insured party: _____

Policy/ID number: _____ Insurance claim number: _____

Liability insurer is primary payer for claims related to the accident. Proceed to Part III.

Part III

1. Are you entitled to Medicare based on:

☐ Age – Go to Part IV.
☐ Disability – Go to Part V.
☐ ESRD – Go to Part VI.

Part IV – Age

1. Are you currently employed?

☐ No – Date of retirement: _____
☐ No – Never employed.
☐ Yes

Name of employer: _____

Address: _____ City: _____ State: _____ Zip: _____

2. Is your spouse currently employed?

☐ No – Date of retirement: _____
☐ No – Never employed.
☐ Yes

Name of employer: _____

Address: _____ City: _____ State: _____ Zip: _____

If the Resident answered NO to both questions 1 and 2, Medicare is primary payer unless the patient answered YES to questions in Part I and II. DO NOT PROCEED ANY FURTHER.

3. Do you have group health plan (GHP) coverage based on your own or a spouse's current employment?

☐ No – Stop – Medicare Is Primary Payer Unless the Patient Answered Yes To Questions In Part I or II.
☐ Yes

4. Does the employer that sponsors your GHP employ 20 or more employees?

☐ NO – STOP – Medicare Is Primary Payer Unless the Patient Answered YES To Questions In Part I or II.
☐ Yes – Group Health Plan (GHP) is primary. Obtain the following information:

Name of GHP: _____

Address: _____ City: _____ State: _____ Zip: _____

Policy/ID number: _____ Group ID number: _____

Name of insured: _____ Relationship to patient: _____

Part V – Disability

1. Are you currently employed?

☐ No – Date of retirement: _____
☐ Yes

Name of employer: _____

Address: _____ City: _____ State: _____ Zip: _____

2. Is a family member currently employed?

☐ No
☐ Yes

Name of employer: _____

Address: _____ City: _____ State: _____ Zip: _____

If the patient answered NO to both questions 1 and 2, Medicare is primary payer unless the patient answered YES to questions in Part I or II. DO NOT PROCEED ANY FURTHER.

3. Do you have group health plan (GHP) coverage based on your own or a family member's current employment?

☐ NO – STOP – Medicare Is Primary Payer Unless the Patient Answered YES To Questions In Part I or II.
☐ Yes

4. Does the employer that sponsors your GHP employ 100 or more employees?

☐ NO -- STOP -- Medicare Is Primary Payer Unless the Patient Answered YES To Questions In Part I or II.
☐ Yes -- Group health plan (GHP) is primary. Obtain the following information:

Name of GHP: _____

Address: _____ City: _____ State: _____ Zip: _____

Policy/ID number: _____ Group ID number: _____

Name of insured: _____ Relationship to patient: _____

Part VI -- ESRD

1. Do you have group health plan (GHP) coverage?

☐ No -- Stop -- Medicare Is Primary Payer.
☐ Yes -- Group health plan is primary. Obtain the following information:

Name of GHP: _____

Address: _____ City: _____ State: _____ Zip: _____

Policy/ID number: _____ Group ID number: _____

Name of insured: _____ Relationship to patient: _____

2. Have you received a kidney transplant?

☐ No
☐ Yes -- Date of transplant: _____

3. Have you received maintenance dialysis treatment?

☐ No
☐ Yes -- Date dialysis began: _____

If you participated in a self-dialysis training program, provide date training started: _____

4. Are you within the 30-month coordination period?

☐ No -- Stop -- Medicare Is Primary Payer.
☐ Yes

5. Are you entitled to Medicare on the basis of either ESRD and age or ESRD and disability?

☐ No -- Stop -- GHP Is Primary During The 30-Month Coordination Period.
☐ Yes

6. Was your initial entitlement to Medicare (including simultaneous entitlement) based on ESRD?

☐ No -- Initial entitlement based on age or disability.
☐ Yes -- STOP -- GHP continues to pay primary during the 30-month coordination period.

7. Does the working aged or disability MSP provision apply (i.e. if the GHP is primary payer based on age or disability entitlement)?

☐ No -- Medicare continues to be primary payer.
☐ Yes -- GHP continues to pay primary during the 30-month coordination period.

Resident Signature

Date

12-22-2022

Agent/Legal Representative

Date

12-22-2022

Date

Joyce Holliday Admissions/Assistant Administrator
 Facility Representative/Title

Attachment I

Immunization Informed Consent Record

Name: Raymond Zeigler Date: 12-22-2022 Record #: 125120

Attestation

I certify that I have received relevant Vaccine Information Statements (VIS) that provides current CDC information about the vaccine(s) I have elected to receive. I further certify that the benefits and potential side effects of such immunization(s) have been thoroughly explained to me and I do understand such information.

I have accepted the vaccine(s) checked below:

Covid Vaccine:

Name: _____

- ☐ Pneumococcal Conjugate (PCV 13)
☐ Pneumococcal Polysaccharide (PPSV)
☐ Influenza (Live, Intranasal)

Date: _____

I have already received the following vaccine(s) check below

- ☐ Pneumococcal Conjugate (PCV 13) date received _____
☐ Pneumococcal Polysaccharide (PPSV) date received _____
☐ Influenza (Live, Intranasal) date received 12/2022

Resident Signature _____ date _____

Resident Representative Signature [Signature] date 12-22-2022

Facility Representative Signature [Signature] date 12-22-2022

Attestation

I certify that I have received relevant Vaccine Information Statements (VIS) that provides current CDC information about the above vaccine(s) I have elected to not receive the following vaccines. I further certify that the benefits and potential side effects of such immunization(s) have been thoroughly explained to me and I do understand such information.

I do not want to receive the following vaccine(s) check below all that apply

- ☐ Pneumococcal Conjugate (PCV 13)
☐ Pneumococcal Polysaccharide (PPSV)
☐ Influenza (Live, Intranasal)

Resident signature _____ date _____

Resident Representative Signature _____ date _____

Facility Representative Signature _____ date _____

ROA 0370

Name: Name:-

NOTICE OF PRIVACY PRACTICES RECORD OF ACKNOWLEDGMENT

We are committed to preserving the privacy and confidentiality of your health information whether created by us or maintained on our premises. We are required by certain state and federal regulations to implement policies and procedures to safeguard the privacy of your health information. We are required by state and federal regulations to abide by the privacy practices described in the Notice provided to you including any future revisions that we may make to the notice as may become necessary or is authorized by law.

We reserve the right to change our organization's Privacy Notice at any time and to make the revised or changed notice effective for health information we already have about you as well as any information we receive in the future about you. Should we revise or change our Privacy Notice, we will post a copy of the new or revised notice in our main lobby. You may obtain a copy of the new/revised Privacy Notice from the business office.

Should you have questions concerning obtaining copies of our privacy notice, requesting restrictions on the release of your information, revoking an authorization, amending or correcting your health information, obtaining a listing of the information we disclose concerning your health information, request to inspect or copy your medical information, request that we communicate information about your health matters in a certain way or denial of access of your health information, please contact the facility Administrator. Should you have any questions concerning our organization's privacy practices, filing complaints, or any other concerns you may have relative to our organizations privacy practices, please contact:

Carlyle Senior Care, LLC
P.O. Box 12519
Florence, SC 29505
1-843-799-0756

YOU MAY ALSO FILE COMPLAINTS WITH:
U.S. Department of Health and Human Services
Washington, DC 20201
(202) 619-0257
Toll Free 1-877-696-6775

Acknowledgement

I certify that I received a copy of this organization's privacy notice and that I have had an opportunity to review this document and ask questions to assist me in understanding my rights relative to the protection of my health information. I am satisfied with the explanations provided to me and I am confident that the organization is committed to protecting my health information.

Date: _____

My Signature: _____

Printed Name: _____

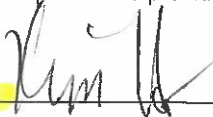
Date: _____

Relationship to Individual: _____

Signature of Witness: _____

I certify that I am the authorized representative of _____ and that I have received the privacy notice on behalf of this individual and that the organization provided me with an opportunity to review this document and ask questions to assist me in understanding his/her privacy rights. I am satisfied with the explanations provided to me and I am confident that the organization is committed to protecting my health information.

Date: 12-22-2022

My Signature: 

Printed Name: Kimberly Hagg

Relationship to Individual: Daughter

Date: 12-22-2022

Signature of Witness: 

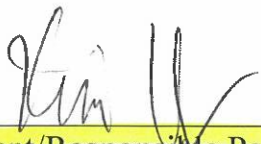
Raymond Zeigler

Resident Name

Incontinence Management Program

Managing Incontinence is an important part of quality resident care. An effective program includes the use of supplies such as briefs, wipes, peri-wash and barrier creams. Residents who are incontinent must be checked regularly for incontinent episodes and must be changed and must receive incontinent care as necessary. Caregivers devote a great deal of time to ensuring that residents are clean and dry. To effectively manage our incontinence program, recover the costs of incontinence supplies and additional services provided, and to assist families with budgeting for costs of incontinence care a daily charge of **\$10.00** per day will be added to the cost of care statement for each resident identified as being incontinent. The definition of incontinent shall be that as determined by the minimum data set (MDS) and a resident shall be either continent or incontinent. If a resident requires any staff assistance to maintain their continence, even on a periodic basis, the daily incontinence fee shall apply. A family may choose to provide certain items related to incontinence care, however, such provision shall not change the charge of the daily incontinence fee. If the stay of a resident is being paid for by Medicare Part A, Medicaid and certain insurances, the cost of continence care may be included in the per-diem paid for by that source.

I have read, understand and agree to the Fountain Inn Nursing Home Incontinence Management Program and authorize the appropriate charge for this service to my account.



Resident/Responsible Party

12-22-2022

DATE:

Resident Name: Raymond Zeigler

*The Facility shall not be responsible for lost items. The Facility advises the Resident of the risk involved in keeping valuables (such as jewelry, large sums of money, hearing aids) in the room rather than depositing them in a safe and secure place. In addition, the Resident should strongly consider purchasing private insurance should he/she decide to maintain valuable personal property within the Facility.

ATTACHMENT K

PHARMACY/PATIENT AGREEMENT

Carlyle Senior Care of Fountain Inn
Name of Facility

Fax # 1-866-840-8604

Pruitt Health (hereinafter referred to as "Pharmacy")/328 Riverchase Way Suite A, Lexington, SC 29072 / 800-224-4088
Pharmacy Name Address City, State, Zip Telephone

To provide billing services and determine eligibility on your behalf, please complete the following information.

Raymond Zeigler [REDACTED] [REDACTED] [REDACTED]
Patient's Name Social Security # Medicare# Date of Birth
Relationship to Insured: ☒ Self ☐ Spouse ☐ Child ☐ Legal Representative
Insured Name Social Security#

Reminder: Please attach copy of all insurance cards (front and back).

Each month, an itemized bill for non-covered services will be sent to you. This bill is payable directly to the Pharmacy upon receipt. If payment is not received by the next statement cycle, a 1.5% late fee will automatically be charged. To ensure proper credit, please include the account number on your check. The Pharmacy also accepts payments via major credit cards and money orders for your convenience.

Request of Provider Services

I understand that I am under the supervision and control of my attending physician. I understand too, that my physician has prescribed the therapy, equipment, and/or supplies noted as part of my treatment. I understand that the Pharmacy services do not include diagnostic, prescribing drugs and therapy for my condition and otherwise supervising and controlling my medical care.

Agreement to Pay

In consideration of Pharmacy supply products and services ordered by the patient or on behalf of the patient, the undersigned patient, spouse, guarantor and/or guardian agrees that each of them is responsible to the Pharmacy for payment to the Pharmacy for such products and services provided to the patient, unless they are a Medicare Part B recipient where the Pharmacy has accepted assignment for a Medicaid recipient. Additionally, I agree to be responsible for the full amount of charges if no payment is made for claims submitted to an insurance company, in addition to any collection cost incurred, or if my physician or I fail to provide, within forty-five (45) days, the information necessary to submit the claim for services. I agree to transfer immediately to the Pharmacy any payment made directly to me for services provided by the Pharmacy on an assigned basis.

Assignment of Benefits

I hereby authorize the Pharmacy to request on my/our behalf and to collect all public and private insurance coverage benefits due for the products and services supplied to the patient by the company. In the event payments for insurance benefits are made directly to any of the undersigned, the payee will endorse the Pharmacy all checks for such payment.

Release of Information

The undersigned authorizes the insurer(s) and any other third party payor who provides the patient with coverage to disclose to the company any information regarding such coverage, including but not limited to (a) payment made by such insurer(s) or third party payor(s) to any of us, for therapy rendered to the patient by the Pharmacy, and (b) the scope and extent of coverage available from time to time. The patient authorizes all medical personnel to provide information to the Pharmacy concerning his/her medical history, as it may relate to customers' therapy.

The undersigned consents to the review of his/her records including medical records by any federal, state, or accrediting body or agency as required by the regulatory, licensing or accrediting body.

The undersigned certifies that he or she has read the foregoing and received a copy, as well as a copy of the Patient Rights and Responsibilities and Medicare Supplier Standards document on the reverse side of this form. The undersigned also certifies the he/she is the patient, or is authorized by the patient as the patient's general agent, to execute the above and accept its terms. Note: A duplicate copy of this agreement and consent will be considered the same as an original.

Patient's Signature _____ Date _____

Spouse/Guarantor/Guardian's Signature Kim [Signature] Date 12-22-2022

Relationship to Patient Daughter Reason Patient Cannot Sign Confusion

Address _____ Phone# [REDACTED]

Witness Signature Joyce Holliday Date 12-22-2022

ROA 0374

Resident Directory Instructions

I do ☒ /do not ☐ want my name included as part of this Facility's Resident Directory. I understand that if I do not consent to this disclosure, visitors such as family and friends, outside phone callers, and delivery people, may not be able to contact me.

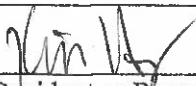
I do ☒ /do not ☐ want my location included as part of this Facility's Resident Directory.

I do ☒ /do not ☐ want my name posted outside the door to my room.

I do ☒ /do not ☐ consent to the disclosure of my religious affiliation to members of clergy. I understand that if I do not consent to this disclosure, members of the clergy, who do not know to ask for me by name, may not be able to contact me.

I consent to the disclosure of my directory information, specifically my name and location, to only the following people

Name	Goes By	Relationship

	12-22-2022	
Signature of Resident or Representative	Date	Time

Kimberly Haag

 Print Name

Daughter

 Relationship of Representative to Resident

Please describe the Representative's authority to act on behalf of the Resident

USE OF RESTRAINTS

Raymond Zeigler

12-22-2022

1-866-840-8600

Resident Name

Date

Definition of a Physical Restraint:

- Any manual method or physical or mechanical device, material, or equipment attached or adjacent to the resident's body that the individual cannot remove easily which restricts freedom of movement or normal access to one's body.

Benefits:

- A restraint may be beneficial when treating a resident's medical condition and/or assisting the resident in attaining or maintaining his/her highest practicable level of physical or physiological well-being. Potential benefits may include, but are not limited to:
 - Preventing falls or other accidents which could result in injury
 - Facilitating medical treatment
 - Protecting the resident or other residents
 - Providing an increased feeling of safety and/or security
 - Other: _____

Potential Negative Outcomes:

- Potential negative outcomes of restraint use include, but are not limited to, declines in the resident's physical functioning and muscle condition, contractures, increased incidence of infections and development of pressure ulcers, delirium, agitation and incontinence. Restraint use has the potential to create an accident hazard. Residents have been found in some cases to increase the incidence of falls or head trauma due to falls and other accidents (e.g. strangulation, entrapment). Finally, resident who are restrained may face a loss of autonomy, dignity, and self-respect, and may show symptoms of withdrawal, depression, or reduced social contact.

It is the policy of this facility to use restraint(s) only after assessment and care planning deem it appropriate to treat the resident's medical symptoms and assist the resident in attaining or maintaining his or her highest practicable physical and psychosocial well-being, and other methods or interventions are inadequate. In all instances, the least restrictive, which is effective, will be used.

The facility will monitor the resident's status and adjust care, as necessary. The facility will have a systematic and gradual process to reduce the use of restraint(s) to ensure the resident safety while treating the resident's medical symptoms.

I have read and understand the definitions, benefits and potential negative outcomes to restraint use.

Resident Signature

Date

12-22-2022

Representative Signature

Date

12-22-2022

Facility Representative Signature

Date

MEDIATION AND BINDING ARBITRATION AGREEMENT

made pursuant to the
FEDERAL ARBITRATION ACT (9 U.S.C. § 1 et seq.)
 and pursuant to the
SOUTH CAROLINA UNIFORM ARBITRATION ACT
(S.C. CODE ANN. §§ 15-48-10 et seq.)

This **MEDIATION AND BINDING ARBITRATION AGREEMENT** is entered into on December 22, 2022, by and between
Carlyle Senior Care (hereinafter "Facility") and
Raymond Zeigler ("Resident") and/or
Kimberly Haag, the Resident's Legally Designated Representative, if any.

THIS IS A BINDING AGREEMENT TO ARBITRATE ALL CLAIMS ARISING OUT OF THE RELATIONSHIP BETWEEN RESIDENT AND FACILITY. THE EXPRESS INTENT OF THE PARTIES IS TO SUBMIT ALL CLAIMS TO BINDING ARBITRATION EXCEPT AS EXPRESSLY SET FORTH HEREIN. ANY AMBIGUITY OR DOUBT AS TO THE INTENDED SCOPE OF THIS AGREEMENT SHALL BE RESOLVED IN FAVOR OF SUBMITTING ALL CLAIMS TO BINDING ARBITRATION.

In this **MEDIATION AND BINDING ARBITRATION AGREEMENT** (hereinafter "Agreement"), the following definitions apply:

"Resident" "you" and "your" refers to the Resident identified above who is being admitted to the Facility. Resident also includes Resident's Legally Designated Representative(s), Resident's Responsible Party, Resident's family, and anyone situated in such a manner so as to assert a Claim against the Facility.

"Resident's Legally Designated Representative" refers to the person who possesses actual legal authority to conduct affairs and make decisions on behalf of the Resident. This person includes, but is not limited to, the person who has been appointed as Guardian for the resident, and/or the person who possesses a Power of Attorney executed by the Resident.

"Resident's Responsible Party" refers to _____, who is the person identified as the Resident's Responsible Party in the Admission materials executed by Resident and/or the Resident's Legally Designated Representative, and who has agreed to serve as the primary point of contact for communications between the Facility and the Resident's family.

"Facility" refers to the Facility identified above, and includes the Facility's employees, agents, subcontractors, and parent and affiliated companies (including, but not limited to, Cooke Management Company, Inc.) and their employees and agents.

"Parties" and "party" refers to persons and entities defined within the scope of "Resident" and "Facility."

"Claim(s)" include any and all claims, disputes or controversies of any and every variety between the Parties relating in any respect to the relationship and interactions of the Parties. The Parties' express intent is for this Agreement to apply to Claims that presently exist, as well as any Claims as may arise or come to exist in the future. Except as expressly set forth herein or as excluded in Section II(c) of the Agreement, it is the intent of the Parties that all Claims be resolved between the Parties via binding arbitration.

The Parties agree that any ambiguity with regard to whether or not the Claim(s) fall within the scope of this Agreement should be construed in favor of submitting the Claim(s) to binding arbitration pursuant to the terms of this Agreement.

All Claims must be asserted by the Parties within the time allowed by the applicable statute(s) of limitation.

I. Voluntary Mediation: This Agreement provides for voluntary mediation whereby the Parties may, upon mutual agreement, engage in mediation before resorting to binding arbitration. Mediation is a form of alternative dispute resolution whereby an impartial third party is selected by the Parties to preside over a meeting of the Parties and/or their representatives so to facilitate communication between the Parties, with a goal of bringing the Parties together and negotiating the terms for a mutually agreeable Settlement Agreement. Depending upon the location of the litigation and the nature of the Claims, South Carolina courts presently requires that litigants engage in pre-suit mediation. This Agreement will make such mediation voluntary. The goal of mediation is to resolve the dispute promptly, amicably, and without requiring either Party to engage in the significant time and expense required in the litigation process. The advantage of mediation is that it allows the Parties the opportunity to establish mutually agreeable terms to resolve any Claims. If the Parties do not mutually agree to mediate any Claims between them, then they may proceed directly to arbitration.

(a) **Selection of the Mediation Site and Mediator:** If the Parties mutually agree to mediate any Claims that may arise between them, then the mediation will be conducted at a location either within the County in which the Facility is situated, or at a location mutually agreeable to the Parties. The Parties shall mutually select a certified mediator. The costs of the mediation shall be borne equally by each Party, and each Party shall be responsible for their own legal fees. If the Parties cannot agree upon a location or a mediator for the mediation, or if the Parties are unable to resolve their Claims through mediation, then the Claims shall be resolved by binding arbitration as set forth in this Agreement.

(b) **Settlement at Mediation:** Although the mediation process is voluntary and non-binding, should the Parties reach a settlement in the course of the Mediation that is memorialized into a Settlement Agreement executed by the Parties, this Settlement Agreement's terms and conditions shall be binding upon the Parties.

II. **Binding Arbitration:** Arbitration is a specific method of resolving Claim(s) between the Parties outside of the traditional state or federal court system. Instead of a judge and/or jury resolving the Claim(s), a neutral third party ("Arbitrator") renders the decision, which is binding on both Parties. Generally, an Arbitrator's decision is final and not open to appeal. The Arbitrator will hear both sides present their Claim(s) and their responses to the other Party, and then render a decision based on fairness, law, common sense and the rules established by the arbitration association selected by the Parties in Section II(b) of this Agreement. Because this arbitration is binding, it is the only legal process available to the Parties. Binding Arbitration has been mutually selected by the Parties with the goal of reducing the time, formalities and cost of utilizing the court system.

(a) **Intent of the Parties.** The Parties expressly intend that all matters be resolved by arbitration, including, but not limited to, resolving any questions regarding the applicability and/or enforceability of this Agreement as well as resolving all Claims, existing presently or in the future, between the parties without regard for whether such Claims are presently known or unknown.

(1) **Scope of Agreement:** Unless the Claims are resolved by mediation, or are expressly excluded in Section II(c), or are excluded from the scope of this Agreement by mutual written consent of the Parties, the Parties expressly intend that the binding arbitration provisions of this Agreement apply to any and all Claims arising out of the relationship between the Parties, without regard for the nature of the Claim(s), the facts alleged to support or refute the Claim(s), or circumstances from which the alleged Claim(s) arose. This means that neither the Facility nor the Resident will be able to file a lawsuit in court to resolve any Claim(s) against the other. It also means that both the Facility and the Resident are relinquishing their right to a trial by judge and/or jury to resolve any Claim(s) against the other. The Parties freely choose arbitration, and the Parties understand that the arbitrator's decision is final and binding.

(2) **Implementation of Arbitration:** The Parties expressly intend to arbitrate all Claims; therefore, should the determination be made that a Claim is not subject to arbitration pursuant to the Federal Arbitration Act, then the Parties intend that such Claim shall be arbitrated in accordance with the South Carolina Uniform Arbitration Act. Similarly, should the determination be made that any Claim is not subject to arbitration pursuant to the South Carolina Uniform Arbitration Act, then the Parties intend that such Claim shall be arbitrated in accordance with the Federal Arbitration Act. In the event that the determination is made that any Claim is not subject to arbitration pursuant to either the Federal Arbitration Act or the South Carolina Uniform Arbitration Act, then the Parties hereby stipulate and agree to conduct voluntary binding arbitration in accordance with Section II(b). The Parties agree that this specific provision of this Agreement is enforceable by specific performance by either Party. In the event that despite the Parties' express intent that all Claims be resolve by binding arbitration, it is determined that only certain claims may be arbitrated, then the Parties agree that binding arbitration of those claims shall proceed. This binding arbitration shall proceed during the pendency of any appeal or any other litigation in civil court, unless both Parties mutually agree that this arbitration be stayed.

(3) **Involvement of Interstate Commerce:** The Facility expressly represents and provides notice to the Resident that the Facility must and will engage in interstate commerce in the course of its relationship with Resident. The Resident is aware of this fact, acknowledges this fact, and explicitly expects that interstate commerce will be involved in the course of the relationship between the Parties. The Resident agrees that (s)he could specifically seek residency at a different facility if Resident expected and/or desired to reside in a facility that did not and would not engage in interstate commerce in the course of the relationship between the Parties, which includes, but is not limited to, the provision of care to the Resident. Therefore, it is the express intent and expectation of the Parties that the care provided by the Facility to the Resident will and does involve, implicate, and affect interstate commerce.

The Parties expressly acknowledge and agree that the relationship between the Parties, which includes, but is not limited to, the provision of care, products, and services to the Resident by and through the Facility, necessarily will, and in fact does, necessitate transaction(s) involving and affecting interstate commerce by needing and in fact utilizing people, information and tangible materials that originate out of state and that must be and in fact are transported across state lines to the Facility. The extent of this involvement and affect on interstate commerce includes, but is not limited to: (1) the equipment utilized by the Facility in the course of both general operations and the provision of specific care to the Resident; (2) the medicines prescribed to the Resident; (3) the supplies sought by, prescribed to, and/or provided to the Resident; (4) the staffing of personnel, specialists, and independent contractors at the Facility in the course of the care and treatment of Resident; (5) the information used in the course of the care and treatment of the Resident; and (6) the food and other products offered by the Facility to Resident. Additionally, the Facility is required to comply with state and federal statutes and regulations. Further, the Facility accepts payments from federal programs as well as from out of state providers and out of state income sources.

In the course of providing care, products and services, the Facility cannot and does not limit itself to utilizing only items and services that originate in South Carolina. Therefore, the relationship between the Parties specifically contemplates and requires the purchase, acquisition, and/or utilization of materials, services, and items from outside the state of South Carolina that must be transported across state lines to the Facility, thereby involving, implicating and substantially affecting interstate commerce. The Parties acknowledge and agree that the Facility would be unable to fulfill its obligations to Resident without involving, implicating and substantially affecting interstate commerce within the scope and meaning of Congress' Commerce Clause.

(b) Procedure for Arbitration. The Arbitration shall be administered by one of the entities identified below and mutually agreed upon and designated by the Parties:

Option 1: Carolina Dispute Settlement Services); or

Option 2: National Arbitration. Forum

If the options identified above are not mutually agreeable to the Parties, an alternate arbitration forum and/or qualified arbitrator may be mutually agreed upon and identified below:

Option 3: _____

We selection Option _____ (choose options 1, 2 or 3 and initial below)

Initials:

Resident

Resident's Legally
Designated Representative


Resident's
Responsible Party


Facility

Any Request for Arbitration of Claim(s) ("Request") must be submitted in writing to the Arbitrator at the address set forth below in accordance with the procedural rules established by that Arbitrator existing at the time the Request is made. A copy of the Request must also be sent to the Facility at the address set forth below. In the event the Arbitrator is unable or unwilling to serve, then the Resident must provide written Notice to the Facility within thirty (30) days of the Resident's receipt of notice of the Arbitrator's unwillingness or inability to serve. Within thirty (30) days of receipt of this Notice from the Resident, the Facility shall select another neutral arbitration service, either from the list below or from another source, and this alternate arbitration service's procedural rules shall apply to the arbitration proceeding. The Resident's failure to submit a Request within the period set by the applicable state of limitations for the Claim(s) to which the Request applies shall operate as a bar to such Claim(s). A copy of the applicable Rules and Procedures for Arbitration may be acquired from the selected Arbitrator, either online or directly. Judgment on any award rendered by the Arbitrator may be entered in any court having appropriate jurisdiction.

Carolina Dispute Settlement Services:
234 Fayetteville Street Mall, Suite 200
Raleigh, N.C. 27601
Telephone: 1-919-755-4646
Fax: 1-919-155-4644
www.notrials.com

Facility:

National Arbitration Forum
P.O. Box 50191
Minneapolis, MN 55405-0191
Telephone: 1-800-474-2371
Fax: 952-345-1160
www.adrforum.com

Option 3 Alternate Arbitrator:

(c) **Exclusion from Arbitration.** The Parties expressly agree to exclude the following Claim(s) from binding arbitration: (1) guardianship proceedings resulting from the alleged incapacity of the Resident; (2) Claim(s) involving less than Five Thousand Dollars (\$5,000.00); (3) Claim(s) brought after the expiration of the applicable statute(s) of limitation; and (4) any Claim that the Parties mutually agree to resolve in a manner not entailing binding arbitration, either as set forth at the time the Parties execute this Agreement, or as later mutually agreed upon in writing by both Parties. In situations involving Claim(s) excluded from binding arbitration, neither the Resident nor the Facility is required to use the arbitration process, but the Parties may mutually agree to do so should they so choose. Any legal actions related to excluded Claim(s) may be filed and litigated in any court possessing jurisdiction. Additionally, this Agreement shall not impair the rights of the Resident to appeal any transfer and/or discharge action initiated by the Facility to the appropriate administrative agency if such transfer or appeal is governed by State or Federal law prescribing the instances in which a resident may be transferred or discharged, and after the exhaustion of such administrative appeals, to appeal to the court exercising appellate jurisdiction over that administrative agency.

(d) **Right to Legal Counsel.** Both Parties have the right to be represented by legal counsel in any binding arbitration proceedings initiated under this Agreement. Because this Agreement addresses important legal rights, the Facility encourages and recommends that the Resident obtain the advice and assistance of legal counsel to review the legal significance of this binding arbitration provision either prior to signing this Agreement, or subsequent to signing but within the rescission period. Should any Party fail to obtain legal counsel at any point, they do so willingly and voluntarily.

(e) **Location of Arbitration.** The arbitration will be conducted in the County in which the Facility is located, or in accordance with the Arbitrator's applicable rules of procedure (for instance, certain Arbitrators may require that the arbitration take place at their offices), or at another site that is mutually agreeable to the Parties. In the event that the Parties cannot mutually agree upon a location for the arbitration, the Parties shall be bound by the Arbitrator's decision of the location in which the arbitration is to occur.

(f) **Applicable Law.** The Parties agree that the Arbitrator shall apply South Carolina law in order to resolve any state law Claims related to their relationship. The Parties agree that the arbitrator shall apply federal law as set forth by the United State Supreme Court, the Fourth Circuit Court of Appeals and the District Court of South Carolina to any Claims premised upon federal statutes. The Parties agree that the application of South Carolina law in this choice of law provision shall not be construed to prevent the Parties from arbitrating all Claims arising from their relationship. For instance, if a Claim is deemed not able to be arbitrated under the South Carolina Uniform Arbitration Act, then this choice of law provision shall not be construed to prevent application of the Federal Arbitration Act to resolve the Claim via binding arbitration. Further, the Parties agree that the legal maxim that ambiguities should be construed against the party that drafted the document shall not apply; rather the Parties agree that ambiguities, if any, are to be construed in favor of submitting all Claims to binding arbitration.

(g) **Warranty of Capacity and Comprehension.** Resident and, if present, Resident's Responsible Party hereby affirm that (s)he possesses the mental capacity to execute this Agreement and that (s)he has not been diagnosed as incapacitated by a physician or adjudicated as incapacitated by a Court. Both Resident and the Resident's Responsible Party agree and affirm that they have reviewed and understand this Agreement.

Resident

Resident's Responsible Party

In the event that either Resident or Resident's Responsible Party have any concerns or reservations regarding the Resident's capacity, please identify them on space below:

In the event that the Resident is incapacitated, the Resident's Legally Designated Representative hereby affirms and warrants that (s)he possesses actual legal authority to act and make decisions on behalf of the Resident, and that (s)he has entered into this Agreement voluntarily after reviewing and understanding its terms, and (s)he believes that this Agreement is in the best interests of the Resident.

Resident Legally Designated Representative

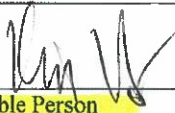
(b) **Allocation of Costs and Fees for Arbitration.** The costs of the arbitration shall be shared equally by each party, and each party shall be responsible for their own legal fees, costs, and expenses.

(i) **Severability.** In the event any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the offending provision shall be severed from the Agreement, and the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby. This provision reflects the Parties intent to arbitrate all Claims.

(j) **Limited Right to Rescind this Agreement.** Resident or, in the event of Resident's incapacity, Resident's Legally Designated Representative, has the right to rescind this Agreement by notifying the Facility in writing within thirty (30) days of the date set forth above. This right to rescind is fully set forth in the attached Notice of Right to Rescind ("Notice"). This Notice must be properly executed by either the Resident or the Resident's Legally Designated Representative and sent via certified mail to the attention of the Facility's Administrator at the address set forth above. The Notice must be post-marked within thirty (30) days of the execution of this Agreement. The Notice may also be hand-delivered to the Administrator and the acknowledgement of the Notice's receipt must be executed and dated within the same thirty (30) day period. The filing of a Claim in a court of law within the thirty (30) days provided for above will automatically rescind this Agreement without any further action by Resident or Resident's Legally Designated Representative.

(k) **Entire Agreement.** The Parties agree that, with respect to the subject matter hereof, this Agreement constitutes the full and complete understanding and agreement of the Parties. The Parties also agree that there is absolutely no agreement or reservation not clearly expressed herein, and that the execution hereof is with the full knowledge that this Agreement covers all possible Claims between the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, personal representatives, successors, purchasers and assigns.

Resident



Responsible Person

Resident Legally Designated Representative



Legally Designated Facility Representative

Title Admissions

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	CIVIL ACTION NO.: 2025-CP-23-01759
	)	Wrongful Death Action
Kimberly Haag, Individually and as Personal Representative of the Estate of Raymond Zeigler,	)	
	)	DEFENDANTS CARLYLE SENIOR CARE OF FOUNTAIN INN, LLC,
Plaintiff,	)	CARLYLE SENIOR CARE MANAGEMENT COMPANY, INC.,
	)	NEW DAY HEALTH VENTURES, LLC, AND LARK OF FOUNTAIN INN, LLC'S NOTICE OF MOTION AND MOTION TO COMPEL ARBITRATION
vs.	)	
	)	
Carlyle Senior Care of Fountain Inn, LLC, Carlyle Senior Care Management Company, Inc., New Day Health Ventures, LLC, LARK of Fountain Inn, LLC, Fountain Inn Healthcare, LLC d/b/a Fountain Inn Post Acute, Providence Group, Inc., Providence Administrative Consulting Services, Inc., PACS Group, Inc., PACS Holdings, LLC, and 501 Gulliver Property, LLC,	)	
	)	
Defendants.	)	

YOU WILL PLEASE NOTICE that Defendants Carlyle Senior Care of Fountain Inn, LLC, Carlyle Senior Care Management Company, Inc., New Day Health Ventures, LLC, and LARK of Fountain Inn, LLC (collectively "Defendants"), by and through their undersigned counsel, hereby move this Honorable Court for an Order to stay this action and compel arbitration. As grounds for this Motion, Defendants would show that:

1. Raymond Zeigler ("Zeigler") executed a General Durable Power of Attorney ("GDPOA") on May 8, 2018, wherein he appointed his daughter, Plaintiff Kimberly Haag ("Plaintiff"), as his true and lawful attorney-in-fact with authority to act on his behalf. The GDPOA was recorded with the Greenville County Register of Deeds on May 10, 2018. A true and accurate copy of the GDPOA is attached as **Exhibit A**.

2. In part, the GDPOA states:

My Attorney-in-Fact may . . . **arbitrate** . . . any and all legal, equitable, judicial, or administrative hearings, actions, suits, or proceedings involving me in any way. This authority includes, but is not limited to, **claims by** or against **me arising out of . . . personal injury** suffered by or caused by me or under circumstances such that the resulting loss may be imposed on me.

My Attorney-in-Fact may enter into, execute, modify, alter, or amend **any contract or agreement** (for example, a Caregiver Agreement or Personal Services Contract) pertaining to my medical, personal, or general care that I may require at my residence, assisted living facility, **nursing facility**, or in another's residence on my behalf.

This General Durable Power of Attorney is a general power of attorney and should be interpreted as granting my Attorney-in-Fact all general powers permitted under South Carolina law. The description of specific powers is not intended to, nor does it, limit or restrict any of the general powers granted to my Attorney-in-Fact. (emphasis added).

3. On December 22, 2022, Zeigler was admitted to Carlyle Senior Care of Fountain Inn, LLC ("CSC Fountain Inn"), a skilled nursing facility.

4. On December 22, 2022, upon Zeigler's admission to the facility, Plaintiff, on behalf of Zeigler and as his Representative, entered into an Admission Agreement which included a Mediation and Binding Arbitration Agreement ("Arbitration Agreement"). A true and accurate copy of the Admission Agreement and Arbitration Agreement is attached as **Exhibit B**.

5. In part, the Arbitration Agreement states:

THIS IS A BINDING AGREEMENT TO ARBITRATE **ALL CLAIMS** ARISING OUT OF THE RELATIONSHIP BETWEEN RESIDENT AND FACILITY. THE EXPRESS INTENT OF THE PARTIES IS TO SUBMIT **ALL CLAIMS** TO BINDING ARBITRATION EXCEPT AS EXPRESSLY SET FORTH HEREIN.

In this **MEDIATION AND BINDING ARBITRATION AGREEMENT** (hereinafter “Agreement”), the following definitions apply:

“Resident” “you” and “your” refers to the Resident identified above who is being admitted to the Facility. Resident also includes Resident’s legally Designated Representative(s). Resident’s Responsible Party, Resident’s family, and anyone situated in such a manner so as to assert a Claim against the Facility.

“Resident’s Legally Designated Representative” refers to the person who possesses actual legal authority to conduct affairs and make decisions on behalf of the Resident. This person includes, but is not limited to, the person who has been appointed as Guardian for the resident, and/or the person who possesses a Power of Attorney executed by the Resident.

“Resident’s Responsible Party” refers to . . . the person identified as the Resident’s Responsible Party in the Admission materials executed by Resident and/or Resident’s Legally Designated Representative, and who has agreed to serve as the primary point of contact for communications between the Facility and the Resident’s family.

“Facility” refers to the Facility identified above, and includes the Facility’s employees, agents, subcontractors, and parent and affiliated companies (including, but not limited to, Cooke Management Company, Inc.) and their employees and agents.

“Parties” and “party” refers to persons and entities defined within the scope of “Resident” and “Facility.”

“Claim(s)” include any and all claims, disputes or controversies of any and every variety between the parties related in any respect to the relationship and interactions of the Parties. The Parties’ express intent is for this Agreement to apply to Claims that presently exist, as well as any Claims as may arise or come to exist in the future. Except as expressly set forth herein or as excluded in Section II(c) of the Agreement, it is the intent of the Parties that all Claims be resolved between the Parties via binding arbitration.¹

¹ Section II(c) does not apply to Plaintiff’s claims; instead, Section II(c) applies to guardianship proceedings, claims involving less than \$5,000, claims brought after the expiration of the statute of limitations, and claims the parties mutually agree to resolve in a manner not entailing binding arbitration.

Intent of the Parties. The Parties expressly intend that all matters be resolved by arbitration, including, but not limited to, resolving any questions regarding the applicability and/or enforceability of this Agreement as well as resolving all Claims, existing presently or in the future, between the parties without regard for whether such Claims are presently known or unknown.

Scope of Agreement: . . . [T]he Parties expressly intend that the binding arbitration provisions of this Agreement apply to any and all Claims arising out of the relationship between the Parties, without regard for the nature of the Claim(s), the facts alleged to support or refute the Claim(s), or circumstances from which the alleged Claim(s) arose. This means that neither the Facility nor the Resident will be able to file a lawsuit in court to resolve any Claim(s) against the other. It also means that both the Facility and the Resident are relinquishing their right to a trial by judge and/or jury to resolve any Claim(s) against the other. The Parties freely choose arbitration, and the Parties understand that the arbitrator's decision is final and binding.

Right to Legal Counsel. Both Parties have the right to be represented by legal counsel in any binding arbitration proceedings initiated under this Agreement. Because this Agreement addresses important legal rights, the Facility encourages and recommends that the Resident obtain the advice and assistance of legal counsel to review the legal significance of this binding arbitration provision either prior signing this Agreement, or subsequent to signing but within the rescission period. Should any Party fail to obtain legal counsel at any point, they do so willingly and voluntarily.

Limited Right to Rescind this Agreement. Resident, or in the event of Resident's incapacity, Resident's Legally Designated Representative, has the right to rescind this Agreement by notifying the Facility in writing within thirty (30) days of the date as set forth above.

Entire Agreement. ...This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, personal representatives, successors, purchasers and assigns.

6. The Arbitration Agreement includes the scope of the claims asserted in the Complaint. All claims in the Complaint against these Defendants relate to Zeigler's residency at CSC Fountain Inn.

7. Plaintiff, on behalf of Zeigler as his duly appointed GDPOA and Representative, expressly waived her right, and the rights of any personal representative, heirs, and/or third-party beneficiaries, to file this lawsuit by voluntarily signing the Arbitration Agreement.

For the foregoing reasons, as well as for the reasons set forth in any supplemental memoranda or affidavits filed with the Court, Defendants respectfully request that the Court enter an Order to stay the case and compel arbitration.

This Motion is supported by the South Carolina Rules of Civil Procedure, applicable statutory and case law, and any supporting memoranda and/or affidavits, and any other such materials the court may receive at or prior to the time of a hearing on this Motion.

RULE 11, SCRCP CERTIFICATION

Pursuant to Rule 11, SCRCP, I affirm that prior to the filing of this Motion that I have communicated orally or in writing with opposing counsel and have attempted in good faith to resolve the matters contained in the Motion.

SIGNATURE ON FOLLOWING PAGE.

Respectfully submitted this 14th day of May, 2025, in Charleston, South Carolina.

HALL BOOTH SMITH, P.C.

/s/ Ashley S. Heslop

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Management Company, Inc., New Day Health
Ventures, LLC, and LARK of Fountain Inn, LLC*

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General Durable Power of Attorney
of

Raymond Zeigler

(May 8, 2018)

LAW OFFICES
UPSTATE ELDER LAW, P.A.
[REDACTED]
SIMPSONVILLE, SOUTH CAROLINA 29681
[REDACTED]



General Durable Power of Attorney of Raymond Zeigler

I, Raymond Zeigler of 400 A Fowler Road, Simpsonville, SC 29681, am creating a durable power of attorney intended to comply with South Carolina law. I hereby revoke all powers of attorney previously granted by me as Principal and terminate all Agency relationships created by me except:

- (i) powers granted by me under any Health Care Power of Attorney;
- (ii) powers granted by me on forms provided by financial institutions granting the right to write checks on, deposit funds to, and withdraw funds from accounts to which I am a signatory; and
- (iii) powers granting access to a safe deposit box.

Article One Appointment of Attorney-in-Fact

Section 1.01 Initial Attorney-in-Fact

I appoint Kimberly Dawn Haag to serve as my Attorney-in-Fact.

Section 1.02 Successor Attorney-in-Fact

If Kimberly Dawn Haag resigns, dies, becomes incapacitated, is not qualified to serve, or declines or otherwise fails to serve, I appoint Andrew Haag to serve as my successor Attorney-in-Fact.

Section 1.03 Spouse as Attorney-in-Fact

My spouse may not serve as my Attorney-in-Fact if we are legally separated. If a named Attorney-in-Fact was my spouse at the time of execution of this General Durable Power of Attorney and an action is filed for the dissolution or annulment of my marriage to the Attorney-in-Fact or for our legal separation, then that named Attorney-in-Fact may not serve (however, if I named a former spouse at the time of execution, my former spouse may serve as my Attorney-in-Fact).

Section 1.04 Self-Dealing by Spouse or Descendant

This Section only applies if my spouse or a descendant of mine is serving as my Attorney-in-Fact.

My agent may engage in acts of self-dealing, even if state law restricts acts of self-dealing. Unless expressly prohibited by another provision of this General Durable Power of Attorney, my Attorney-in-Fact may enter into transactions on my behalf in which my

Attorney-in-Fact is personally interested, so long as the terms of such transaction are fair to me. For example, my Attorney-in-Fact may purchase property from me at its fair market value without court approval.

Section 1.05 No Person Under 21 Years of Age May Serve as Attorney-in-Fact

No person named as my Attorney-in-Fact or successor Attorney-in-Fact may serve until that person has attained the age of 21 years.

Section 1.06 Prior or Joint Attorney-in-Fact Unable to Act

A successor Attorney-in-Fact, or an Attorney-in-Fact serving jointly with another Attorney-in-Fact, may establish that the acting Attorney-in-Fact or joint Attorney-in-Fact is no longer able to serve as Attorney-in-Fact by signing an affidavit that states that the Attorney-in-Fact is not available or is incapable of acting. The affidavit may (but need not) be supported by a death certificate of the Attorney-in-Fact, a certificate showing that a guardian or conservator has been appointed for the Attorney-in-Fact, a letter from a physician stating that the Attorney-in-Fact is incapable of managing his or her own affairs, or a letter from the Attorney-in-Fact stating his or her unwillingness to act or delegating his or her power to the successor Attorney-in-Fact.

Article Two

Effectiveness of Appointment - Durability Provision

Section 2.01 Effectiveness

The authority granted to my Attorney-in-Fact under this General Durable Power of Attorney shall be effective immediately upon signing.

Section 2.02 Durability

The authority granted to my Attorney-in-Fact under this General Durable Power of Attorney shall not be affected by my subsequent disability, incompetency, incapacity, or lapse of time.

Section 2.03 Termination of General Durable Power of Attorney

This General Durable Power of Attorney shall expire at the earlier of:

- (i) my death (except for post-death matters allowed under state law); or
- (ii) my revocation of this General Durable Power of Attorney.

Article Three General Powers

I grant my Attorney-in-Fact the powers described in this Article so that my Attorney-in-Fact may act on my behalf. In addition, my Attorney-in-Fact may do everything necessary to exercise the powers listed below.

My Attorney-in-Fact may exercise any power described in this General Durable Power of Attorney on my behalf with respect to any real property I now own or may acquire in the future.

Section 3.01 Real and Personal Property Sales and Purchases

Unless specifically limited by the other provisions of this General Durable Power of Attorney, my Attorney-in-Fact may:

- (i) sell, exchange, and convey any interest I own in any kind of property, real or personal, including homestead property under South Carolina law or the laws of any other state, and determine the terms of sale and grant options with regard to sales;
- (ii) dispose of sales proceeds on my behalf as my Attorney-in-Fact determines is appropriate;
- (iii) buy any kind of property, real or personal, including homestead property under South Carolina law or the laws of any other state, and determine the terms for buying property and may obtain options to buy property;
- (iv) arrange to insure purchased property, and otherwise arrange for its safekeeping;
- (v) borrow money for the purposes described in this Section and to secure the loan in any manner my Attorney-in-Fact determines is appropriate, and repay the loan from my funds;
- (vi) pay for any purchases made; and
- (vii) repay any cash advanced from my credit cards.

Section 3.02 Real Property Management

My Attorney-in-Fact may manage any real property I now own or may acquire in the future, including my personal residence and homestead property under South Carolina law or the laws of any other state. Unless specifically limited by the other provisions of this General Durable Power of Attorney, my Attorney-in-Fact may:

- (i) declare, create, or execute a homestead on my personal residence under South Carolina law or the laws of any other state; and terminate, abandon, release, or give a waiver on any interest I have in a homestead;
- (ii) lease and sublease property for any period, and grant options to lease or subdivide property, even if the term of the lease, sublease, or option extends beyond the term of this General Durable Power of Attorney;

- (iii) eject and remove tenants or other persons from property, and recover the property by all lawful means;
- (iv) collect and sue for rents;
- (v) execute occupancy agreements on my behalf;
- (vi) pay, compromise, or contest tax assessments and apply for tax assessment refunds;
- (vii) subdivide, partition, develop, dedicate property to public use without consideration, and grant or release easements over my real property;
- (viii) maintain, protect, repair, preserve, insure, build upon, improve, demolish, abandon, and alter all or any part of my real property;
- (ix) employ laborers;
- (x) obtain or vacate plats and adjust boundaries;
- (xi) adjust differences in the property's value on exchange or partition by giving or receiving consideration;
- (xii) release or partially release real property from a lien;
- (xiii) enter into any contracts, covenants, and warranty agreements regarding my real property that my Attorney-in-Fact considers appropriate; and
- (xiv) encumber property, including homestead property under South Carolina law or the laws of any other state, by mortgage or deed of trust.

Section 3.03 Tangible Personal Property Management

My Attorney-in-Fact may manage any tangible personal property I now own or may acquire in the future. Unless specifically limited by the other provisions of this General Durable Power of Attorney, my Attorney-in-Fact may:

- (i) lease and sublease property for any period, and grant options to lease or subdivide property, even if the term of the lease, sublease, or option extends beyond the term of this General Durable Power of Attorney;
- (ii) recover my property by all lawful means;
- (iii) collect and sue for rents;
- (iv) take possession of and use my property in order to exercise any authority granted in this Power of Attorney;
- (v) pay, compromise, or contest tax assessments and apply for tax assessment refunds;
- (vi) maintain, protect, repair, preserve, insure, improve, destroy, and abandon all or any part of my property; and
- (vii) grant security interests in my property.

My Attorney-in-Fact may accept tangible personal property as a gift or as security for a loan.

Section 3.04 Residence and Tangible Personal Property

Without limiting any other authority granted in this General Durable Power of Attorney, if my Attorney-in-Fact determines that I will never be able to return to my residence from a hospital, hospice, nursing home, convalescent home, or similar facility, my Attorney-in-Fact may sell, lease, sublease, or assign my interest in my residence on terms and conditions that my Attorney-in-Fact considers appropriate.

As it relates to items of tangible personal property remaining in my residence, my Attorney-in-Fact may:

- (i) store and safeguard any items, and pay all storage costs;
- (ii) sell any items that my Attorney-in-Fact believes I will never need again on terms and conditions that my Attorney-in-Fact considers appropriate; or
- (iii) transfer custody and possession of any item to the person named in my estate planning documents as the person to receive that item upon my death.

Section 3.05 Bank Accounts and Banking Transactions

My Attorney-in-Fact may establish bank accounts of any type in one or more bank institutions that my Attorney-in-Fact may choose. My Attorney-in-Fact may modify, terminate, make deposits to, write checks on, make withdrawals from (including by electronic funds transfer), and grant security interests in any account in my name or to which I am an authorized signatory, except accounts held by me in a fiduciary capacity. In exercising this authority, it does not matter whether or not the account was established by me or for me by my Attorney-in-Fact. My Attorney-in-Fact is authorized to negotiate, endorse, or transfer any check or other instrument with respect to any account, to contract for any services rendered by any bank or financial institution, and to execute, on my behalf as principal, any agency or power of attorney forms furnished by a bank with respect to accounts with the bank that appoints the bank or any person as my agent.

My Attorney-in-Fact is authorized to access, establish, cancel, or continue online bank accounts (through the Internet or other similar method) and conduct online banking transactions of any kind as authorized in this Section.

Section 3.06 Investments and Investment Transactions

My Attorney-in-Fact may invest and reinvest all or any part of my property in any other property of whatever type, real or personal, tangible or intangible, and whether located inside or outside the geographic borders of the United States and its possession or territories. Unless specifically limited by the other provisions of this General Durable Power of Attorney, my Attorney-in-Fact may:

- (i) invest in securities of all kinds, limited partnership interests, real estate or any interest in real estate whether or not productive at the time of investment, commodities contracts of all kinds, interests in trusts including investment trusts;
- (ii) participate in common, collective, or pooled trust funds or annuity contracts;

- (iii) sell or otherwise terminate any investment made by me or on my behalf, and establish and terminate savings and money market accounts at banks and other financial institutions;
- (iv) establish and terminate accounts with securities brokers and use brokerage accounts to make short sales and to buy on margin, and pledge any securities held or purchased in brokerage accounts as security for loans and advances made to the account;
- (v) access, establish, cancel, or continue online investment accounts (through the Internet or other similar method) and conduct online investment transactions of any kind as authorized in this Section;
- (vi) establish and terminate agency accounts with corporate fiduciaries; and
- (vii) employ and fire financial and investment advisors.

Section 3.07 Securities

My Attorney-in-Fact may exercise all rights regarding securities that I own now or in the future. Specifically, my Attorney-in-Fact may:

- (i) buy, sell, and exchange all types of securities and financial instruments, including, but not limited to, stocks, bonds, mutual funds, commodity futures contracts, and call and put options on stocks and stock indexes;
- (ii) receive certificates and other evidences of ownership with regard to securities;
- (iii) hold securities in bearer or uncertified form and use a central depository, clearing agency, or book-entry system such as The Depository Trust Company, Euroclear, or the Federal Reserve Bank of New York;
- (iv) execute stock powers or similar documents on my behalf and delegate to a transfer agent or similar person the authority to register any stocks, bonds, or other securities into or out of my name or nominee's name;
- (v) place all or any part of my securities in the custody of a bank or trust company or in the name of its nominee;
- (vi) employ a broker-dealer as custodian for my securities and register the securities in the name of the broker-dealer or its nominee;
- (vii) exercise voting rights with respect to securities in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote;
- (viii) participate in any reorganization, recapitalization, merger, or similar transaction; and
- (ix) exercise any subscription rights, option rights (whether or not qualified under the Internal Revenue Code) or other rights to which I am entitled now or in the future, or to sell and dispose of these rights, and, if required, to sign my name to rights, warrants, or other similar instruments.

Section 3.08 Obligations

My Attorney-in-Fact may collect all rights and benefits to which I am entitled now or in the future, including, but not limited to rights to, cash payments, property, debts, accounts, legacies, bequests, devises, dividends, and annuities. In collecting my obligations, unless specifically limited by the other provisions of this General Durable Power of Attorney, my Attorney-in-Fact may demand, sue for, arbitrate, settle, compromise, receive, deposit, expend for my benefit, reinvest, or otherwise dispose of these matters as my Attorney-in-Fact determines appropriate.

Section 3.09 Bankruptcy

My Attorney-in-Fact may act for me with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning me or some other person, or with respect to a reorganization, receivership, or application for the appointment of a receiver or trustee that affects an interest I have in any property or other thing of value.

Specifically, and without limiting the preceding, my Attorney-in-Fact may act for me with respect to filing for bankruptcy, and in support of such filing may—

- (i) employ counsel to represent me;
- (ii) select any exemptions available to me;
- (iii) determine which debts to reaffirm;
- (iv) make any decisions regarding repayment and reorganization plans;
- (v) discuss my affairs with credit-counseling and debtor-education services;
- (vi) discuss my affairs with and employ debt-restructuring services; and
- (vii) take any other actions to further my interests.

Section 3.10 Legal Actions

My Attorney-in-Fact may institute, supervise, prosecute, defend, intervene in, abandon, compromise, adjust, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial, or administrative hearings, actions, suits, or proceedings involving me in any way. This authority includes, but is not limited to, claims by or against me arising out of property damage or personal injury suffered by or caused by me or under circumstances such that the resulting loss may be imposed on me. My Attorney-in-Fact may otherwise engage in litigation involving me, my property, or my legal interests, including any property, interest, or person for which or whom I have or may have any responsibility.

Section 3.11 Fiduciary Positions

My Attorney-in-Fact may resign or renounce for me any fiduciary position I hold now or in the future including personal representative, trustee, guardian, attorney-in-fact, and officer or director of a corporation and any governmental or political office or position. In so doing, my Attorney-in-Fact may file an accounting with the appropriate court of competent jurisdiction or settle on the basis of a receipt, release, or other appropriate method.

Section 3.12 My Spouse

My Attorney-in-Fact (including my spouse acting as my Attorney-in-Fact) may deal with my spouse on my behalf. In dealing with my spouse, my Attorney-in-Fact may transfer, transmute, partition, or exchange any of my property interests, whether separate or community property, between my spouse and me. My Attorney-in-Fact may enter into and execute on my behalf marital property agreements, partition or exchange agreements, transmutation agreements, or community property agreements, and may enforce, amend, or revoke any such agreements between my spouse and me, but only with respect to rights and obligations in property owned by my spouse, by me, or by both of us, and with respect to reclassification of ownership, management, and control of such property.

Section 3.13 My Support

My Attorney-in-Fact may do anything reasonably necessary to maintain my customary standard of living, including:

- (i) maintain my residence by paying all operating costs, including, but not limited to, interest on mortgages or deeds of trust, amortization payments, repairs, and taxes, or by purchasing, leasing, or making other arrangement for a different residence;
- (ii) provide normal domestic help;
- (iii) provide clothing, transportation, medicine, food, and incidentals; and
- (iv) make all necessary arrangements, contractual or otherwise, for my care at any hospital, hospice, nursing home, convalescent home or similar establishment, or in my own residence should I desire it, and assure that all of my essential needs are met wherever I may be.

Section 3.14 Support of Dependents

My Attorney-in-Fact may make payments as my Attorney-in-Fact deems necessary for the health, education, maintenance, or support of my spouse and those my Attorney-in-Fact determines to be dependent on me for support.

Section 3.15 Recreation and Travel

My Attorney-in-Fact may, at my expense, allow me to engage in recreational and sports activities as my health permits, including travel.

Section 3.16 Advance Funeral Arrangements

My Attorney-in-Fact may make advance arrangements for my funeral and burial, including a burial plot, marker, and any other related arrangements that my Attorney-in-Fact considers appropriate.

Section 3.17 Memberships

My Attorney-in-Fact may establish, cancel, continue, or initiate my membership in organizations and associations of all kinds.

Article Four Additional Powers

In addition to the powers specified in Article Three, my Attorney-in-Fact has the powers specified in this Article. If a power specified in this Article conflicts with a power specified in Article Three, the power specified in this Article controls.

Section 4.01 Fixtures and Personality

My Attorney-in-Fact may engage in real estate transactions or transactions which involve any proprietary lease or stock evidencing my ownership of a cooperative apartment, including all fixtures and articles of personal property used in connection with the real property (my Attorney-in-Fact may include such property in the deeds, mortgages, agreements, and any other instruments to be executed and delivered in connection with real estate transactions and which may be described in said instruments with more particularity).

Section 4.02 Insurance Transactions

My Attorney-in-Fact may engage in insurance transactions, including applying for, maintaining, canceling, paying premiums on, increasing or decreasing coverage, collecting, borrowing from, transferring ownership, surrendering and/or purchasing insurance policies.

Section 4.03 Estate Transactions

My Attorney-in-Fact may engage in estate transactions, including Receipt, Release, and Refunding Agreements and Waivers and Consents.

Section 4.04 Disclaimers and Statutory Elections

My Attorney-in-Fact may make statutory elections and renounce or disclaim any interest in property by testate or intestate succession or by inter vivos transfer consistent with South Carolina law.

Section 4.05 Powers of Appointment

My Attorney-in-Fact may exercise in whole or in part, or decline to exercise, or disclaim my rights under any special or general power of appointment or any rights retained by me in any trust or otherwise, whether or not any such trust or other instrument was created by me or others.

Section 4.06 Trusts

My Attorney-in-Fact may create and fund inter vivos trusts of any type, whether revocable or irrevocable, and whether or not I am a beneficiary. With respect to any trust created by me or on my behalf, my Attorney-in-Fact may amend, modify, revoke, or terminate the trust. Further, my Attorney-in-Fact may add property to an existing or subsequently created trust, and accept transfers or distributions from any trustee of any trust, including

any trust over which I have a right of receipt or withdrawal, whether as grantor, beneficiary, or otherwise.

Also, and without limiting the authority granted to my Attorney-in-Fact in this Section, my Attorney-in-Fact may:

- (i) create and fund a sole-benefit trust in accordance with United States Code, Title 42, Section 1396p(c)(2)(B);
- (ii) create and fund a self-settled special needs trust in accordance with United States Code, Title 42, Section 1396p(d)(4)(A);
- (iii) create and fund a qualified income trust in accordance with United States Code, Title 42, Section 1396p(d)(4)(B) if such a trust should be deemed necessary to qualify me for Medicaid benefits, and make arrangements for the diversion of my income to such a trust as necessary to comply with applicable Medicaid rules and regulations; and
- (iv) sign all necessary documents to allow me to join any trust qualifying under United States Code, Title 42, Section 1396p(d)(4)(C) and transfer any portion of my assets to such trust.

Section 4.07 Safe-Deposit Boxes

My Attorney-in-Fact may enter any safe-deposit box or other place of safekeeping standing in my name alone or jointly with another and to remove the contents and to make additions.

Section 4.08 Loans and Notes

My Attorney-in-Fact may engage in all dealings with respect to loans and forgiveness of debts. My Attorney-in-Fact may borrow money on such terms as my Attorney-in-Fact may decide in his or her sole discretion, on a secured or unsecured basis, and to execute all notes, mortgages, and other instruments relating to such, provided any such loan carries a fair market interest rate.

Section 4.09 Annuities

My Attorney-in-Fact may waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan. My Attorney-in-Fact may withdraw from, transfer ownership, surrender, or purchase any commercial annuity, private annuity, or grantor retained annuity trust.

Section 4.10 Government Agencies and Benefits

My Attorney-in-Fact has the unrestricted power to deal with and obtain maximum entitlements and benefits relating to the Social Security Administration, Veterans Administration, Social Services Departments, Social Security Disability Insurance, Supplemental Security Income, Medicaid, Medicare, Worker's Compensation and all other government benefits or entitlement programs, including claims, planning for eligibility, and submission of applications and appeals. In this regard, my Attorney-in-Fact is authorized to execute and deliver any power of attorney or authorization-to-act form

requested or required by a governmental agency. This power shall impose no affirmative duty on my Attorney-in-Fact to provide information and/or documentation to any government agency.

Section 4.11 Deal with Tax Authorities

My Attorney-in-Fact is authorized to:

- (i) deal with tax authorities, to execute and sign on my behalf any and all Federal, state, local, and foreign income and gift tax returns (as authorized under Section 1.6012-1(a)(5) of Title 26 of the Code of Federal Regulations or under any state, local, or foreign authority), including estimated returns and interest, dividends, gains, and transfers, and to pay any taxes, penalties, and interest due thereon;
- (ii) represent me or to sign an Internal Revenue Service Form 2848 (Power of Attorney or Declaration of Representative) or Form 8821 (Tax Information Authorization), or comparable authorization, appointing a qualified lawyer, certified public accountant, or enrolled agent (including my Attorney-in-Fact, if so qualified) to represent me before any office of the Internal Revenue Service, state, local, or foreign taxing authority with respect to the types of taxes and years referred to above, and to specify on said authorization said types of taxes and years;
- (iii) receive from or inspect confidential information in any office of the Internal Revenue Service, state, local, or foreign tax authority;
- (iv) receive and deposit, in any one of my bank accounts, or those of any revocable trust of mine, checks in payment of any refund of Federal, state, local, or foreign taxes, penalties, and interest;
- (v) execute waivers (and offers of waivers) of restrictions on assessment or collection of deficiencies in taxes and waivers of notice of disallowance of a claim for credit or refund;
- (vi) execute consents extending the statutory period for assessment or collection of such taxes; to execute Offers in Compromise and Closing Agreements under Section 7121 or comparable provisions of the Internal Revenue Code, as amended, or any federal, state, local, or foreign tax statutes or regulations; and
- (vii) delegate authority to, or substitute another representative for any one of those previously appointed by me or my Attorney-in-Fact, and to receive copies of all notices and other written communications involving my federal, state, local, or foreign taxes at such address as my Attorney-in-Fact designates.

Section 4.12 Employment of Professionals

My Attorney-in-Fact may retain, discharge, and pay for, in the sole discretion of my Attorney-in-Fact, the services of professionals, including, but not limited to, information technology experts, attorneys, accountants, financial planners, geriatric care managers, social workers, and any other health care professionals. My Attorney-in-Fact is not obligated to retain or pay for any health care professional on my behalf.

Section 4.13 Gifting Powers

Notwithstanding any other provision of this General Durable Power of Attorney, my Attorney-in-Fact may make gifts of any interest I have in real or personal property (“my property”) in any amount and in excess of the annual exclusion amount under Internal Revenue Code Section 2503(b), as amended, including gifts of real and personal property, outright or in trust, to or for the benefit of those persons or charitable entities, including my Attorney-in-Fact, to whom, whether by right of survivorship, direction in my last will and testament, trust, or otherwise, such property would pass were I then deceased (such persons being hereinafter referred to as “Donees”). All gifts of my property shall be made keeping in mind: (1) the resources, both public and private, available for my care after the making of such gifts; and (2) the objective of preserving the largest possible amount of my estate for my Donees in the event I die, become incapacitated, or require long term care services. Accordingly, I authorize and encourage my Attorney-in-Fact to engage in estate planning, financial planning, Medicaid planning, long term care planning and/or asset preservation planning, to such extent and in such manner, as my Attorney-in-Fact shall deem necessary or advisable in order to serve my wishes. Gifts made pursuant to the authority granted herein shall, for all purposes, be deemed to have been “in my best interest” if: (1) made in accordance with the provisions of this section; and (2) made in the context of estate planning, financial planning, Medicaid planning, long term care planning and/or asset preservation planning pursuant to the recommendations of an attorney-at-law experienced in such matters.

Unless otherwise specified above, the value of any gift made pursuant to this Section may exceed the annual dollar limits of the federal gift tax exclusion under Section 2503(b) of the Internal Revenue Code. Further, any gift made pursuant to this Section must be made in accordance with, and to the extent my Attorney-in-Fact has actual knowledge of, the following:

- (i) my pattern of prior giving; or
- (ii) the provisions contained in my estate planning or any other documents for beneficiaries to receive assets upon my death (for example, a trust, will, annuity or life insurance contract, or deed naming beneficiaries).

Section 4.14 Gift-Splitting

My Attorney-in-Fact may make, join, and consent to gifts by my spouse pursuant to Section 2513 of the Internal Revenue Code, even if such gifts exceed my aggregate annual gift tax exclusion amount under Section 2503(b) of the Internal Revenue Code.

Section 4.15 Intent to Return Home

It is my intention to return home if I should be in a hospital, rehabilitation center, or nursing home, and my Attorney-in-Fact shall take all steps, including, but not limited to, executing any document, affidavit, or Declaration of Intent to Return Home on my behalf, to effectuate the same.

Section 4.16 Domicile

My Attorney-in-Fact may change or maintain my domicile and/or residency for any and all purposes and take any and all actions to effectuate the foregoing.

Section 4.17 Nomination of Conservator

I intend hereby to render unnecessary any future proceeding for a court-appointed Conservator in the event I become temporarily or permanently incapacitated or incompetent. Accordingly, I request, in the strongest possible terms, that any court that may receive or act upon a petition for the appointment of a Conservator should deny such petition so long as my Attorney-in-Fact is acting under this power of attorney.

If a Conservator is ever appointed for me in spite of this request, I direct that the person serving, or named to serve, as my Attorney-in-Fact under this power of attorney be named as my Conservator.

Section 4.18 Marital Agreements and Designation of Spouse as Attorney-in-Fact

My Attorney-in-Fact may enter into, modify, or amend any pre-nuptial or post-nuptial agreement to which I am or hereafter become a party. If a named Attorney-in-Fact is my spouse, then this power of attorney as to that named Attorney-in-Fact is automatically revoked, and that Attorney-in-Fact is deemed to have resigned as Attorney-in-Fact upon the filing of any separation or dissolution action between us.

Section 4.19 Caregiver Agreements

My Attorney-in-Fact may enter into, execute, modify, alter, or amend any contract or agreement (for example, a Caregiver Agreement or Personal Services Contract) pertaining to my medical, personal, or general care that I may require at my residence, assisted living facility, nursing facility, or in another's residence on my behalf. I expressly authorize my Attorney-in-Fact to also serve as a caregiver under any such agreement and to be paid in accordance with the terms and conditions of such agreement, provided, however, that such services are compensated at fair market value.

Section 4.20 Qualified Plans

Notwithstanding the provisions of Section 1.04 of this General Durable Power of Attorney, my Attorney-in-Fact may deal in all respects with any Qualified Plan or Individual Retirement Account that I may own and to make any and all available elections or beneficiary designations on my behalf. If my spouse is a participant in a Qualified Plan or Individual Retirement Account, I authorize my Attorney-in-Fact to effect any waiver of my rights to any portion of said Plan or to any payout arrangement which may require my consent or approval by law, under any such Plan, or otherwise.

Section 4.21 Enforcement Proceedings

My Attorney-in-Fact may commence enforcement proceedings, at my expense, against any bank, savings and loan association, credit union, financial institution, brokerage firm, stock

transfer agent, insurance company, title insurance company, or other person or entity that fails or refuses to honor this durable power of attorney.

Section 4.22 Credit Cards

My Attorney-in-Fact may use any credit card in my name; to make purchases on my behalf; to open a new credit card account and to close any existing credit card account.

Section 4.23 Online Accounts, Digital Assets, and Digital Devices

Without limiting any other provision of this General Durable Power of Attorney, and subject to the limitations of any other provision of this General Durable Power of Attorney, my Attorney-in-Fact has the powers described in this Section.

My Attorney-in-Fact has full authority to deal with Online Accounts, Digital Assets, and Digital Devices of all kinds, wherever located. This authority includes, but is not limited to, the power to acquire, create, establish, access, control, modify, cancel, delete, continue, transfer, and take possession of such accounts, assets, and devices.

However, if I have used an online tool to direct the custodian of an Online Account, Digital Asset, or Digital Device to not disclose certain information, and if the online tool allows for the modification or deletion of that direction at all times, then such direction overrides the authority granted in this Section.

Further, even though state law might not require a custodian to disclose a deleted digital asset, my Attorney-in-Fact is authorized to access them, and the custodian will be held harmless for doing so.

My Attorney-in-Fact may request and change my access credentials to any Online Account, Digital Asset, and Digital Device (such as username, password, and secret question), and any third-party dealing with my Attorney-in-Fact in good faith will be held harmless for releasing such access credentials.

For purposes of this General Durable Power of Attorney, the following definitions apply:

(a) Online Accounts

The term "Online Accounts" means accounts that are accessible through the Internet or other similar method, including, but not limited to: bank accounts; investment accounts; other financial accounts; accounts with health care providers; social media accounts (like LinkedIn, Facebook, and Twitter); gambling and poker accounts; accounts with publishers; accounts for access to employee benefits; email accounts; accounts with Internet service providers; accounts to manage websites and website domain names; accounts with retail vendors; tax-preparation service accounts; affiliate marketing accounts; accounts with utility companies; user access accounts on third-party Digital Devices; and any other online account.

(b) Digital Assets

The term "Digital Assets" means intangible personal property related to digital technology (whether located on a Digital Device or an Online

Account), including, but not limited to: emails sent or received; text messages sent or received; other digital communications sent or received; digital music; digital photographs; digital videos; software licenses; social network accounts; file sharing accounts; online access to financial accounts; domain registrations; DNS service accounts; website hosting accounts; personal and commercial websites; tax preparation service accounts; online store accounts; affiliate marketing accounts; and other types of online accounts and digital items that currently exist or may exist as technology develops.

(c) Digital Devices

The term “Digital Devices” means tangible personal property related to digital technology capable of storing Digital Assets or accessing Online Accounts, and includes, but is not limited to: desktop computers; laptop computers; tablet computing devices (tablets); other mobile computing devices; peripheral devices; hard disk drives; solid state drives; flash memory devices; other storage devices; mobile telephones; smartphones; and any other type of digital device that currently exists or may exist as technology develops.

Section 4.24 Domestic Pets

My Attorney-in-Fact may make reasonable expenditures for the care, maintenance, support, and general welfare of my domestic pets, if any. Specifically, and without limitation, my Attorney-in-Fact may consent to and make reasonable expenditures for medical treatment, boarding, and kennel care of any of my domestic pets. I authorize any and all payments from my funds for pet care provided by any person or entity, including my Attorney-in-Fact.

In addition, my Attorney-in-Fact may acquire a domestic service pet if, in my Attorney-in-Fact’s sole discretion, such service pet will benefit me.

Section 4.25 Estate and Long Term Care Planning

Notwithstanding the provisions of Section 1.04 of this General Durable Power of Attorney, my Attorney-in-Fact may engage in estate and long term care planning in furtherance of achieving asset preservation. Property transfers made pursuant to the authority granted herein may be made without restriction as to the value of the transfer, and shall, for all purposes, be deemed to have been “in my best interest” if: (1) made in accordance with the provisions of this section; and (2) made in the context of estate planning, financial planning, Medicaid planning, long term care planning, or asset preservation planning pursuant to the recommendations of an attorney-at-law experienced in such matters. My Attorney-in-Fact may engage in such planning based on all relevant factors, including:

- (i) the value and nature of my property;
- (ii) my foreseeable obligations and need for maintenance;
- (iii) minimization of taxes, including income, estate, inheritance, generation skipping transfer, and gift taxes; and

- (iv) eligibility for a benefit, a program, or assistance under a statute or government regulation.

Notwithstanding the provisions of Section 1.04 of this General Durable Power of Attorney, my Attorney-in-Fact may take any action necessary to effectuate the foregoing, including to qualify me for Social Security Benefits, Supplemental Security Income, Veterans Benefits, Medicaid or any other government benefit program. Such actions may include but shall not be limited to the following:

- (i) convert non-exempt resources into exempt resources;
- (ii) divest me of assets, without restriction as to the value of the divestment;
- (iii) if my Attorney-in-Fact is my spouse, my spouse may protect our assets, whether owned by me alone, my spouse alone, or by us together as husband and wife, so that my spouse's impoverishment because of my health care costs can be avoided, by whatever lawful methods that might be available;
- (iv) sign a Spousal Refusal (even if my Attorney-in-Fact is my spouse);
- (v) sign an Assignment of Support (even if my Attorney-in-Fact is my spouse);
- (vi) divide community property assets equally or unequally between my spouse and me, without restriction as to the difference of the value of our shares, if any;
- (vii) sign an application for Medical Assistance or any other government benefit program;
- (viii) serve as representative payee;
- (ix) transfer the family residence to a spouse who does not need long-term health or nursing care, without restriction as to the value of the transfer;
- (x) make home improvements and additions to my family residence;
- (xi) pay off, partly or in full, any encumbrance on my family residence;
- (xii) purchase a family residence, if I do not own a family residence;
- (xiii) purchase a more expensive family residence; and
- (xiv) attend and represent me at Fair Hearings.

Section 4.26 Ownership and Rights of Survivorship

Notwithstanding the provisions of Section 1.04 of this General Durable Power of Attorney, my Attorney-in-Fact may select, create, or change the rights of survivorship on any and all of my property, whether real or personal, including bank and investment accounts, insurance policies, annuities, qualified or nonqualified retirement plans, and real property interests, and may do so by any means, including by changing ownership, such as adding a joint owner. My Attorney-in-Fact may designate survivorship rights among one or more remaindermen and may designate the form of title among multiple remaindermen, including, but not limited to, as tenants in common, joint tenants, community property, or tenants by the entirety.

In particular, my Attorney-in-Fact may execute any deed designating beneficiaries, including an enhanced life estate deed (also known as a “ladybird” deed), including with respect to my homestead property, if any, and may conduct any and all transactions with full power and authority in my Attorney-in-Fact to sell, convey, mortgage, lease, and otherwise dispose of the property in accordance with the terms of the deed.

Section 4.27 Beneficiary Designations

Notwithstanding the provisions of Section 1.04 of this General Durable Power of Attorney, my Attorney-in-Fact may select, create, or change beneficiary designations on any and all of my property, whether real or personal, including bank and investment accounts, insurance policies, annuities, qualified or nonqualified retirement plans, and real property interests.

Section 4.28 Spiritual and Religious Needs

My Attorney-in-Fact may arrange for the involvement of religious clergy or spiritual leaders in my care, provide said persons access to me at all times, arrange or maintain my membership in religious or spiritual organizations, and create opportunities for me to derive comfort and spiritual satisfaction from such activities, including the purchase of religious books, tapes, and other materials.

Section 4.29 Companionship

My Attorney-in-Fact may provide for such companionship for me, in the sole discretion of my Attorney-in-Fact, as will meet my needs and preferences at a time when I am disabled or otherwise unable to arrange for such companionship myself.

Section 4.30 U.S. Mail

My Attorney-in-Fact may open, read, respond to, and redirect my mail, and represent me before the U.S. Postal Service in all matters relating to mail service.

Article Five Incidental Powers

My Attorney-in-Fact may perform those acts and execute and deliver those legal documents necessary or appropriate to the exercise of the powers set forth in this General Durable Power of Attorney, including, but not limited to, the following incidental powers.

Section 5.01 Court Proceedings

My Attorney-in-Fact may commence any court proceedings necessary to protect my legal rights and interests under this General Durable Power of Attorney including, but not limited to:

- (i) actions for declaratory judgments from any court of competent jurisdiction interpreting the validity of this General Durable Power of Attorney and any of the

acts sanctioned by this General Durable Power of Attorney; provided, however, that my Attorney-in-Fact need not seek a declaratory judgment to perform any act sanctioned by this General Durable Power of Attorney;

- (ii) actions for mandatory injunctions requiring any person or entity to comply with my Attorney-in-Fact's directions as authorized by this General Durable Power of Attorney; and
- (iii) actions for actual and punitive damages and the recoverable costs and expenses, including reasonable attorney's fees, of such litigation against any person or entity who negligently or willfully fails or refuses to follow my Attorney-in-Fact's directions as authorized by this General Durable Power of Attorney.

Section 5.02 Document Execution

My Attorney-in-Fact may sign, execute, endorse, seal, acknowledge, deliver, and file or record all appropriate legal documents necessary to exercise the powers granted under this General Durable Power of Attorney.

Section 5.03 Custody of Documents

My Attorney-in-Fact may take, give, or deny custody of my important documents, including my Will and any codicils, trust agreements, deeds, leases, life insurance policies, contracts, or securities. My Attorney-in-Fact may disclose or not disclose the whereabouts or contents of those documents as my Attorney-in-Fact believes appropriate.

Article Six Limitation on Powers

All powers granted to my Attorney-in-Fact under this General Durable Power of Attorney are subject to the limitations set forth in this Article.

Section 6.01 My Attorney-in-Fact to Avoid Disrupting My Estate Plan

If it becomes necessary for my Attorney-in-Fact to liquidate or reinvest any of my assets to provide support for me, I direct that my Attorney-in-Fact, to the extent that it is reasonably possible, avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.

If it is necessary to disrupt the dispositive provisions of my estate plan, my Attorney-in-Fact will use his or her best efforts to restore my plan as soon as possible. My Attorney-in-Fact will make reasonable efforts to obtain and review my estate plan. I authorize any person with knowledge of my estate plan or possession of my estate planning documents to disclose information to my Attorney-in-Fact and to provide copies of documents to my Attorney-in-Fact.

Section 6.02 Tax Sensitive Powers

No individual serving as my Attorney-in-Fact may exercise any fiduciary power or discretion if the exercise of that power or discretion would:

- (i) cause any income generated by my property to be attributed to my Attorney-in-Fact for federal income tax purposes;
- (ii) cause the value of any property subject to this General Durable Power of Attorney to be included in my Attorney-in-Fact's gross estate for federal estate tax purposes;
- (iii) cause any distribution made or allowed to be made by my Attorney-in-Fact to be treated as a gift from my Attorney-in-Fact; or
- (iv) discharge a legal obligation of my Attorney-in-Fact.

If the exercise of a power by my Attorney-in-Fact under this General Durable Power of Attorney would cause any of the foregoing results, a Special Attorney-in-Fact appointed under the provisions of Section 7.03 may exercise the power or discretion.

The Special Attorney-in-Fact appointed for this purpose must be an individual who is not related or subordinate to my Attorney-in-Fact within the meaning of Section 672(c) of the Internal Revenue Code.

Article Seven Administrative Powers and Provisions

This Article contains certain administrative powers and provisions that facilitate the use of the General Durable Power of Attorney and that protect my Attorney-in-Fact and those who rely upon my Attorney-in-Fact.

Section 7.01 Compensation and Reimbursement to Attorney-in-Fact

If my Attorney-in-Fact is a professional (such as an attorney; accountant; geriatric care manager; professional guardian, conservator, or other fiduciary; or other professional, including entities that provide similar services), my Attorney-in-Fact is entitled to compensation for services rendered pursuant to this General Durable Power of Attorney at such professional's then stated rates. If my Attorney-in-Fact is not a professional, my Attorney-in-Fact is not entitled to compensation.

Whether or not my Attorney-in-Fact is a professional, my Attorney-in-Fact is entitled to reimbursement for costs reasonably incurred while acting as my Attorney-in-Fact, including, but not limited to: phone bills; postage; and travel expenses, if necessary, to supervise my care.

Section 7.02 Release of Information

My Attorney-in-Fact may release and obtain, as the case may be, any and all information regarding my financial investments, taxes, and estate planning, including any information or documents regarding stocks, bonds, certificates of deposit, bank accounts, tax returns,

retirement accounts, pension plans, wills, trusts, powers of attorney, advance directives, and any other documents or information regarding my financial affairs, taxes, or estate planning from my attorneys-at-law, financial advisors, insurance professionals, accountants, stockbrokers, stock transfer agents, and any other persons having such information.

I release these persons or entities from any liability for releasing the above-referenced information to my Attorney-in-Fact in reliance on this Section.

If my Attorney-in-Fact is an attorney-at-law or other accounting or financial professional, the professional regulations of my Attorney-in-Fact's profession and federal law may prohibit my Attorney-in-Fact from releasing information about my financial affairs to others if I am a client of my Attorney-in-Fact. This instrument, therefore, is a limited waiver of any privilege (such as the attorney-client privilege) that I have established with any Attorney-in-Fact as a client. The privilege is waived for the limited purpose of permitting my Attorney-in-Fact to perform his or her duties under this General Durable Power of Attorney.

Section 7.03 Appointment of a Special or Ancillary Attorney-in-Fact

My Attorney-in-Fact may appoint, in writing, a corporate fiduciary or an individual to serve as Special Attorney-in-Fact to exercise any power under this General Durable Power of Attorney. My Attorney-in-Fact may revoke any such appointment at will.

If my Attorney-in-Fact determines that it is necessary or desirable to appoint an Ancillary Attorney-in-Fact to act under this General Durable Power of Attorney in a jurisdiction other than this one, my Attorney-in-Fact may do so. In making an appointment, my Attorney-in-Fact may sign, execute, deliver, acknowledge, and make declarations in any documents that may be necessary, desirable, convenient, or proper in order to carry out the appointment.

A Special or Ancillary Attorney-in-Fact may exercise all powers granted by this General Durable Power of Attorney unless expressly limited elsewhere in this General Durable Power of Attorney or by the instrument appointing the Special or Ancillary Attorney-in-Fact. A Special or Ancillary Attorney-in-Fact may resign at any time by delivering written notice of resignation to my Attorney-in-Fact. Notice of resignation shall be effective in accordance with the terms of the notice.

Section 7.04 Attorney-in-Fact Authorized to Employ My Attorney

My Attorney-in-Fact may employ the attorney who prepared this General Durable Power of Attorney or any other attorney employed by me in connection with my estate plan or business matters and I specifically:

- (i) waive any and all conflicts of interest that might arise through such employment;
- (ii) authorize the attorney to make full disclosure of my estate plan and business to the Attorney-in-Fact; and
- (iii) authorize the attorney to accept the engagement.

Section 7.05 Fiduciary Eligibility of Attorney-in-Fact

My Attorney-in-Fact is eligible to serve in any other fiduciary capacity for me or for my benefit, including trustee, guardian, conservator, committee, executor, administrator, or personal representative.

Section 7.06 Amendment and Revocation

I may amend or revoke this General Durable Power of Attorney at any time. Amendments to this document must be made in writing by me personally (not by my Attorney-in-Fact) and must be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

The written notice of amendment or revocation to my Attorney-in-Fact must be:

- (i) personally delivered and receipt of delivery received;
- (ii) mailed postage prepaid by certified mail, return receipt requested, to the last known address of my Attorney-in-Fact; or
- (iii) sent by express mail or commercial expedited delivery providing a receipt for such delivery.

If this General Durable Power of Attorney is amended or revoked, no person will incur any liability to me or my estate as a result of permitting my Attorney-in-Fact to exercise any power authorized by this General Durable Power of Attorney prior to that person's receipt of notice that it was amended or revoked.

Section 7.07 Resignation

My Attorney-in-Fact may resign by the execution of a written resignation delivered to me (or my guardian if I am incapacitated and one has been appointed for me) and to any Attorney-in-Fact serving together with the resigning Attorney-in-Fact, or if none, to the next successor Attorney-in-Fact. If I am incapacitated, notice may be delivered to any person with whom I am residing or who has my care and custody.

Section 7.08 Signature of Attorney-in-Fact

My Attorney-in-Fact shall use substantially the following form when signing documents on my behalf pursuant to this power:

[Attorney-in-Fact's name], as Attorney-in-Fact for Raymond Zeigler.

Section 7.09 Interpretation

This General Durable Power of Attorney is a general power of attorney and should be interpreted as granting my Attorney-in-Fact all general powers permitted under South Carolina law. The description of specific powers is not intended to, nor does it, limit or restrict any of the general powers granted to my Attorney-in-Fact.

Section 7.10 Use of “Attorney-in-Fact” Nomenclature

The word “Attorney-in-Fact” and any modifying or equivalent word or substituted pronoun includes the singular and the plural, as well as the masculine, feminine, and neuter genders.

Section 7.11 Third-Party Reliance

No person who relies in good faith on the authority of my Attorney-in-Fact under this General Durable Power of Attorney will incur any liability to me, my estate, or my heirs, successors, and assigns.

Any party dealing with my Attorney-in-Fact may conclusively rely upon an affidavit or certificate of my Attorney-in-Fact stating that:

- (i) the authority granted to my Attorney-in-Fact under this General Durable Power of Attorney is in effect;
- (ii) my Attorney-in-Fact’s actions are within the scope of my Attorney-in-Fact’s authority under this General Durable Power of Attorney;
- (iii) I was competent when I executed this General Durable Power of Attorney;
- (iv) I have not revoked this General Durable Power of Attorney; and
- (v) my Attorney-in-Fact is currently serving as my Attorney-in-Fact.

Section 7.12 Effect of Duplicate Originals or Copies

If this General Durable Power of Attorney has been executed in multiple counterparts, each counterpart original will have equal force and effect. My Attorney-in-Fact may make copies of this General Durable Power of Attorney and each copy will have the same force and effect as the original. A copy means an electronic, digital, facsimile, photocopy, or other reproduction of this General Durable Power of Attorney.

Section 7.13 Governing Law

This General Durable Power of Attorney’s validity and interpretation will be governed by South Carolina law. To the extent permitted by law, this General Durable Power of Attorney is applicable to all of my property (whether real or personal, tangible or intangible, or legal or equitable), wherever located, and whether or not the property is owned by me now or in the future.

Section 7.14 Severability

If any provision of this General Durable Power of Attorney is declared invalid for any reason, the remaining provisions will remain in full force and effect.

Article Eight

Duties and Liabilities of My Attorney-in-Fact

Section 8.01 Duty to Account

My Attorney-in-Fact shall render statements of account of receipts, disbursements, principal on hand, and transactions conducted on my behalf if:

- (i) ordered by a court;
- (ii) requested by me, a guardian, conservator, trustee, or other fiduciary acting on my behalf; or
- (iii) upon my death, requested by the Personal Representative of my estate.

If so requested, my Attorney-in-Fact shall comply with the request within 30 days or provide a writing or other record substantiating why additional time is needed and shall comply with the request within an additional 30 days.

Section 8.02 Limitation of Liability of My Attorney-in-Fact

I release and discharge any Attorney-in-Fact acting in good faith from any and all civil liability and from all claims or demands of all kinds whatsoever by me, my estate, and my heirs, successors, and assigns arising out of the acts or omissions of my Attorney-in-Fact, except for duties committed dishonestly, with improper motive, or with reckless indifference to the purposes of this General Durable Power of Attorney or my best interests, including willful misconduct or gross negligence. This protection extends to the estate, heirs, successors, and assigns of my Attorney-in-Fact.

In particular, any Attorney-in-Fact who acts in good faith is not liable to any beneficiary of my estate plan for failure to preserve the plan, and absent a breach of duty to me, my Attorney-in-Fact is not liable if the value of my property declines.

Article Nine

Acceptance of Appointment as Attorney-in-Fact

Any manifestation of acceptance of appointment as Attorney-in-Fact, whether in writing or by conduct, is an acceptance of all aspects of this General Durable Power of Attorney, and may not be limited to only certain aspects. Appointment as Attorney-in-Fact is accepted by:

- (i) signing any document manifesting acceptance;
- (ii) exercising any authority or performing any duties as Attorney-in-Fact under this General Durable Power of Attorney; or
- (iii) any other assertion or conduct indicating acceptance.

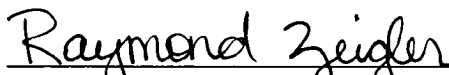
Article Ten

Declarations of the Principal

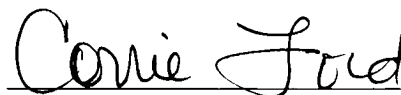
I understand that this General Durable Power of Attorney is an important legal document. Before executing this General Durable Power of Attorney, my attorney explained to me the following:

- (i) that this General Durable Power of Attorney provides my Attorney-in-Fact with broad powers to dispose of, sell, convey, and encumber my real and personal property;
- (ii) that the powers will exist for an indefinite period of time unless I revoke this General Durable Power of Attorney or I have limited their duration by specific provisions herein;
- (iii) that this General Durable Power of Attorney remains in full force and effect during my subsequent disability or incapacity; and
- (iv) that I may revoke or terminate this General Durable Power of Attorney at any time.

Dated: May 8, 2018


Raymond Zeigler, Principal

(Signed by Corrie Ford at the direction of Raymond Zeigler and in his presence, due to his inability to sign)


Signature

We, ANNA E. FORSYTHE and CHADWICKE L. GROOVER, the witnesses, sign our names to this instrument, and at least one of us, being first duly sworn, does hereby declare, generally and to the undersigned authority, that the principal signs and executes this instrument as his durable power of attorney and that he signs it willingly (or willingly directs another to sign for him), and that each of us, in the presence and hearing of the principal, hereby signs this durable power of attorney as witness to the principal's signing, and that to the best of our knowledge the principal is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

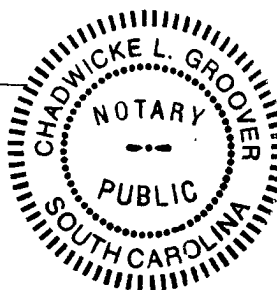
ANNA E. FORSYTHE
[REDACTED]
Simpsonville, SC 29681

Chadwicke L. Groover
CHADWICKE L. GROOVER
[REDACTED]
Simpsonville, South Carolina 29615

[illegible]

Subscribed, sworn to and acknowledged before me by RAYMOND ZEIGLER, the principal, and subscribed and sworn to before me by ANNA E. FORSYTHE and CHADWICKE L. GROOVER, witnesses, on this the 8th day of May, 2018.

Chadwick L. Grove
Notary Public, State of South Carolina
My commission expires: January 26, 2019



ADMISSION AGREEMENT

This *Admission Agreement* (the "Agreement") by and among the parties listed below, is a legally binding contract. As such, please read all areas carefully and thoroughly and be sure you fully understand all of its terms.

Representative

If the Resident is unable to make decisions for himself/herself, a Representative may be available to make certain decisions on behalf of the Resident. This term is defined below:

- Representative - For the purposes of this Agreement, a Representative is a person who manages, uses, or controls funds/assets that may be legally used to pay the Resident's charges or who otherwise acts on behalf of the Resident. The Representative may or may not be court appointed. A Representative may be an Attorney-in-fact acting under a durable power of attorney for healthcare, guardian, conservator, next-of-kin, or other person allowed to act for the Resident under State Law. The Representative's financial obligations are limited to the amount of funds received or held by the Representative for the Resident. The Representative does not assume responsibility for payment of the costs of the Resident's care out of the Representative's personal funds. However, the Representative is contractually bound by the terms of this Agreement and may become liable for failure to perform duties under the Agreement. The Representative is required to sign this Agreement for admission and agrees to ensure first priority distribution to the Facility, from the Resident's income or resources, payment when due for items/services provided to the Resident. The Representative may be required to produce financial documentation as proof of the Resident's ability to pay for charges when due. Wherever this Agreement refers to the Resident's financial obligations under this agreement, "Resident" shall be construed to include obligations of "Representative" to act on behalf of the Resident.

Parties:

- a. The parties of this Agreement are:

Carlyle Senior Care of Fountain Inn ("Facility")
Raymond Zeigler ("Resident")
Kimberly Hagg ("Representative")

Note: If this agreement is signed by a Representative of Resident (in addition to or in lieu of Resident), please state the Representative's relationship to Resident: Daughter. If Representative status has been conferred by a court of law or through appointment by the Resident, verification of such status must be provided to the Facility at the time of Admission.

Admission:1. General

This Agreement is made this 22 day of December, 20 22, by and between the Resident (herein-after referred to as "Resident") and the Facility (herein-after referred to as "Facility"). The Facility shall admit Resident and provide routine and customary skilled nursing services until the date of Resident's discharge. Resident agrees to pay Facility in full for services provided by Facility pursuant to the terms and conditions set forth herein at Facility's prevailing prices.

2. Nondiscrimination

The Facility does not discriminate against any person on the basis of race, color, national origin, disability, or age in admission, treatment, or participation in its program, services and activities, or in employment.

3. Facility Guidelines for Residents and Families

The Facility maintains reasonable guidelines for the comfort and well-being of all of its residents. The Resident acknowledges that the Facility guidelines have been explained and a copy of these guidelines is included in this agreement as Attachment A.

(Initial) Resident _____ Representative KA

Facility JH

ROA 0414

EXHIBIT

B

Financial Responsibility:**1. *Private Pay Residents***

A Resident is considered private pay (herein-after referred to as "Private Pay Resident") when no State or Federal Program is paying for the Resident's Room and Board. Facility room rates are set forth and included in this agreement as **Attachment B**. Daily private room rates are determined by the type of room assigned to the Private Pay Resident, and therefore, may be changed should the Private Pay Resident transfer to a different room. In addition, the Resident shall be responsible to payment of all charges of the Facility for supplies and services which are not included in the Facility's routine daily rate.

Upon admission the Resident or Representative agree to pay, in advance, an amount equal to a prorated one month's stay. Subsequently, charges for each month's stay are billed in advance and due by the tenth (10th) day of each month. If the Private Pay Resident converts to either Medicaid or Medicare as a primary paysource, the Facility shall refund any unused advance payment, if any, in excess of the Resident's liability. The Facility shall refund any unused advance payments should the Resident leave the Facility prior to the end of the month.

It is understood and agreed that the Facility, because of changing circumstances, shall have the right to increase or decrease the daily cost of care and/or ancillary fees during the term of this agreement. The Resident will be notified no less than thirty (30) days in advance of any rate change. Regardless of any change in your payment status during your stay at the Facility or any rejection or delay in obtaining eligibility under any payment source, you are responsible for all applicable Facility charges and fees that are not paid timely under a payment program.

2. *Medicaid/Medicare Participation*

The Facility participates in and accepts payments from the Medicaid and Medicare program. For Resident's who participate in the Medicaid Program, the facility shall not require a deposit as a condition of providing services. In addition, the Facility agrees to accept as payment in full for covered Medicaid services furnished by the Facility the rates payable by the Medicaid Program. The Facility makes no guarantee of any kind that the Resident's care will be covered by Medicare or Medicaid. The Resident agrees to promptly adhere to all application requirements relative to receipt of benefits under the Medicaid and Medicare programs. In order for the Facility to appropriately assess the Resident's status in the Medicaid approval process, the Resident shall provide information necessary to complete the Financial Services Worksheet as outlined in **Attachment F**. In order for the Facility to appropriately identify if Medicare is an eligible primary payer source according to MSP guidelines, the Resident shall provide information necessary to complete the Medicare Secondary Payer Screen as outlined in **Attachments G and G1**.

3. *Private Insurance*

The Resident shall remain primarily responsible for paying all Facility charges, even when there is private insurance coverage. All charges not covered by the third party payor are also the responsibility of the Resident; these non-covered charges include any coinsurance and/or deductible amounts required by the third party payor, to the extent allowed under Federal and State laws.

4. *Timely Obligation to Pay*

Facility charges for services provided shall be billed monthly to the Resident. These charges are due and payable by the tenth (10th) day of each month. If payment is not received by the tenth (10th) day of each month, the account is considered past due or delinquent, and the Facility may add a late fee to the Resident's account. This late charge shall be assessed on the monthly balance at the lesser of the monthly rate of 1.5% (one and one-half percent) or the maximum permitted by law. If the Resident fails to make a required payment within twenty one (21) days of the due date, the Facility may require the Resident to vacate the Facility. In the event it is necessary for the Facility to take action for the purpose of enforcing this Agreement or the collecting of any sums of money due under the Agreement, the Facility shall be entitled to recover reasonable attorney's fees, out-of-pocket expenses and court costs. If a check is returned for insufficient funds, the Facility may charge its prevailing returned check charge and may require payment be made by certified check or money order.

5. *Consent to Treatment*

The Resident consents to admission to the facility and to routine care as provided by the Facility and/or any of their contractors (collectively referred to as "provider"). The Facility realizes the right of the Resident to be fully informed of his or her medical condition and to be afforded the opportunity to participate in the planning of his or her care and/or medical treatment.

(Initial) Resident _____ Representative KA Facility JA

6. Assignment of Benefits

Except where the Resident's health care benefit plan(s) provides for automatic payment to the provider of services, the Resident authorizes payment of benefits (including Medicaid, Medicare, and/or private insurance) to the Facility, otherwise payable to the Resident, for services rendered by the Facility and/or any of their contractors (physical therapy, occupational therapy, speech therapy, psychological services or other related services). The Resident hereby authorizes the provider to apply for and file such benefit payments on behalf of Resident and direct that such payments be made directly to the provider. Any insurance benefits received by the undersigned for services rendered by provider shall be paid to provider.

7. Financial Contract

- a. If a Private Pay Resident, the Resident or Representative agree to pay on or before the day of the Resident's admission the amount of \$ 0. This advance payment shall be applied to cover charges for services in the first calendar month (or portion thereof) of admission. Thereafter, the Resident agrees to pay the regular applicable daily charge for room, board, and routine nursing services in the sum of \$ 0 per day payable in advance by the tenth (10th) day of each month. In addition, the Resident agrees to pay all allowable charges (including the cost of medication) and for special care equipment prescribed or desired for the resident's exclusive use if not covered by insurance or public aid funds when billed therefore or in the event insurance or public aid funds are not available. The daily rate is charged for the day of admission; however, there is no charge for the day of discharge, if discharged by 12:00am.
- b. If a Medicaid Resident, the Facility agrees to accept as payment in full the amount paid by the Medicaid program for those claims submitted for payment under that program for Medicaid covered services. According to D.S.S., monthly liability will be if resident receives social security or retirement benefits in the amount established by D.S.S.
- c. The Facility shall not bill for physician's services. The Resident will receive a separate bill from his/her attending physician or any other physician involved in his/her care. The Resident is responsible for payment of all physician charges.
- d. All medications ordered by physicians for private residents, as well as legend drugs above the number allowed for Medicaid eligible Resident's in each month will be billed directly to the Resident and/or Representative unless other arrangements are made.
- e. Applicable refunds will be computed and paid in full within thirty (30) days after discharge or transfer to another facility.

Resident Rights and Property:**1. Resident Rights**

The Facility insures the Resident all rights in the "Patients' Bill of Rights" existing in State and Federal law and regulation, and the Health Insurance Portability and Accountability Act of 1996, as delineated in the Notice of Privacy Practices. The Facility, upon admission, has informed the Resident and Representative about the "Patients' Bill of Rights" and the Resident has a full knowledge and understanding of them. The "Patients' Bill of Rights" is included in this agreement as Attachment C.

2. Grievance Procedures

The Facility will assist Residents, their Representatives, or other interested family members, or advocates in filing grievance or complaints when such requests are made. The Resident acknowledges that the Facility's grievance procedures have been explained and are available for review upon request at the Social Services Office. If following your efforts with the Facility regarding the grievance resolution process, and you remain dissatisfied or concerned; please contact our Customer Hotline at: (800) 826-6762. Resident's or their Representatives also may contact the Department of Health and Environmental Control or Long Term Care Ombudsman. See Attachment L for a full listing of names, addresses, and telephone numbers of all pertinent State client advocacy groups.

3. Personal Property

To promote a homelike environment within the Facility, the Resident may be allowed to bring items to the Facility such as dressers, chairs, pictures, accessories, etc., as space, safety, and regulations permit. Items in question should be initially discussed with the Social Services Director or Administrator prior to bringing them into the Facility.

The Facility has established policies and procedures designed to prevent theft and loss of Resident's personal property. The Resident has been informed of the risk involved in keeping valuables (such as jewelry, large sums of money, hearing aids) in the room. All clothing and other personal items shall be clearly marked by the Resident or Representative to indicate ownership by the Resident. In addition, the Resident should strongly consider purchasing private insurance should he/she

(Initial) Resident _____ Representative HA Facility JY

decide to maintain valuable personal property within the Facility. The Facility shall not be responsible for loss, theft or destruction of Resident's personal items. The Resident acknowledges that the Facility's theft and loss procedures have been explained and are available for review upon request at the Social Services Office. The Resident shall provide the Facility with an inventory of all personal effects accompanying the Resident on admission utilizing the Inventory of Personal Items form as outlined in Attachment M. As personal effects are added and/or removed from the facility by the Resident, it shall be the Resident's responsibility to ensure the Inventory of Personal Items form is updated appropriately.

4. *Personal Fund Account*

The Resident has the right to manage his or her own personal funds. If the Resident wants assistance with management of personal funds, the Facility shall assist if requested to do so in writing. The Facility shall hold, safeguard, manage, and account for these funds.

Resident personal funds deposited with the Facility shall be handled as follows:

- The Facility shall deposit funds in excess of Fifty Dollars (\$50.00) in an interest bearing account insured by the Federal Deposit Insurance Corporation (FDIC) that is separate from any Facility operating accounts. All interest earned on the Resident's funds shall be credited to his or her account. The Facility shall have the option of depositing funds of less than Fifty Dollars (\$50.00) in one of the following: a non-interest bearing account, an interest bearing account, or petty cash fund. The Facility shall inform the Resident as to how his or her funds are being held. The Facility's policy is to maintain all resident funds in a separate account, except for a nominal amount maintained in a petty cash fund for the Resident's convenience.
- The Facility shall have a system to ensure that a complete and separate accounting, based on generally accepted accounting principles, of the personal funds deposited with the Facility on the Resident's behalf. This system shall also ensure that the Resident's funds are not commingled with the Facility's funds or with any other funds besides those of other Residents. In addition to the required quarterly accounting, the Facility shall provide individual financial records at the request of the Resident.
- The personal fund balances of Residents who receive Medicaid benefits must remain in a certain dollar range to satisfy State and Federal laws. The Facility shall notify a Medicaid resident if his or her account balances is within Two Hundred Dollars (\$200.00) of the Federal Supplemental Security Income (SSI) limit. The Facility shall also notify the Resident if the account balance, in addition to the Resident's known non-exempt assets, reaches the SSI resource limit. A balance in excess of this limit may cause the Resident to lose eligibility for Medicaid or SSI.
- If a Resident who has personal funds deposited with the Facility expires, the Facility shall refund the Resident's account balance within thirty (30) days and provide a full accounting of these funds to the probate jurisdiction administering the Resident's estate, the designated funeral home if an estate does not exist, or other entity as required by State law or regulation.
- The Facility may not impose a charge against the personal funds of a resident for any item or services for which payment is made under Medicaid or Medicare (except for applicable deductible and coinsurance amounts). The Facility may charge the resident for requested services that are more expensive than or in excess of covered services. See Attachment B for a list of covered items and services during a resident's Medicaid stay. (Initial below)

✓ The Resident authorizes the Business Office of the Facility to maintain a Personal Fund Account for the Resident and hereby authorizes and entrusts the Facility to receive his/her personal funds and disburse said funds on behalf of the Resident for the health, welfare, and personal needs of the Resident. I understand and agree that this gives the facility, through its designated personnel, approval to transfer monies from the account to cover any patient liability charges, or any personal care items not covered under the Medicaid program which appears on my receivable account while a resident or upon discharge.

___ The Resident chooses not to maintain a Personal Fund with the Facility.

5. *Mail*

The Facility shall, to the greatest extent possible, provide the Resident with reasonable privacy in written communications, including the sending and receiving of mail.

6. *Use of Restraints*

It is the policy of this facility to use restraint(s) only after assessment and care planning deem it appropriate to treat the Resident's medical symptoms and assist the Resident in attaining or maintaining his or her highest practicable physical and psychosocial well-being, and other methods or interventions are inadequate. In all instances, the least restrictive restraint, which is effective, will be used. See Attachment O for related information.

(Initial) Resident _____ Representative RA Facility QJ

7. Consent for Photographs and/or Other Visual and/or Audio Recordings

The Resident agrees to allow the Facility to photograph or videotape the Resident as means of identification, health related purposes or other various media to be used in and out of the Facility. The photographs or videotapes may also be used to help locate the Resident in the event of any unauthorized absence from the Facility, but shall otherwise be kept confidential. If the Facility intends to use the photograph or videotape for purposes other than those noted above, the Facility shall get written permission from the Resident in advance of such use. The Resident retains the right to refuse the taking of a photograph at any time. The Resident may also rescind this authorization at any time via written notice provided to the Facility, with such notice to become effective on the third business day following receipt of the notice. (Initial below)

☒ Approve ☐ Disapprove.

8. Written Advance Directives

It is agreed that said Facility will exercise its professional services in providing care and treatment to the Resident. Such care and treatment will take into account written directives provided by the Resident and included in the Resident's file maintained by the Facility. These directives and other necessary data should be exercised prior to admission. The Resident acknowledges that the Facility cannot act in accordance with any Advance Directives until the Resident's attending physician writes orders based on the decisions that have been made. The Facility reserves the right to discharge a Resident who request directives which, in the opinion of the staff of the Facility, cannot morally, ethically, legally or professional be followed.

The Facility's policy regarding the implementation of the resident's Advance Directive is included in this agreement as Attachment D. The Resident acknowledges that he or she has been asked whether he or she has executed an Advance Directive and also has been asked to provide the Facility with a copy of any Advance Directive he or she has executed. (Initial where applicable)

☐ Resident does not choose to formulate or issue any Advance Directive at this time.

☐ Resident has chosen to formulate and issue an Advance Directive which includes:

☐ Living Will

☐ Do Not Hospitalize

☐ Healthcare Power of Attorney

☐ Organ Donor

☒ Full Code

☐ Enteral Nutrition

☐ Do Not Resuscitate

☐ Other _____

9. Resident Directory Authorization

There may be occasions when the Resident may request not to be included in the Facility's Resident Directory. The Facility's policy is intended to implement each Resident's right to object to his/her information being contained in the Resident Directory in accordance with applicable federal and state laws. See the attached Resident Directory Instructions form as outlined in Attachment N, for signature and related information regarding the Facility's disclosure of the Resident's directory information.

Residents Records:

1. Release of Medical Record Information

The Resident authorizes the Facility to furnish confidential medical information to independent health care professionals treating the Resident outside the facility, when the Resident is referred to the outside professional. Individual authorizations for disclosure of Protected Health Information will be obtained in accordance with provisions of the Health Insurance Portability and Accountability act of 1996 when they are required. The Notice of Privacy Practices and Acknowledgement Form are set forth and included in this agreement as Attachment J.

2. Confidentiality

The Facility shall provide privacy and confidentiality of the Resident's personal and clinical records, and disclosure to persons shall not be provided without written consent from the Resident, except as required or permitted by HIPAA, State and Federal laws.

(Initial) Resident _____ Representative KA Facility JH

3. *Resident Access*

The Facility shall grant the Resident access to all medical records pertaining to himself/herself within twenty-four hours (excluding weekends or holidays) of either an oral or written request. After receipt of his/her records from the Facility for review, the Resident may purchase copies of the record upon written request within two (2) working days. The Facility shall charge a reasonable amount for copies not to exceed the community standard.

Bed Holds and Discharges:

1. *Bed Hold Procedure*

\$279.00 per day for a private room \$243.00 per day for a semi private room

The Resident may need to be absent from the Facility temporarily for hospitalization. The Resident may request that the Facility hold open the Resident's bed during this time. This is known as a "bed hold." The Resident shall be given notice of the bed hold option at the time of hospitalization.

If the Resident's care is paid under the Medicaid program (as either a primary or secondary paysource), Medicaid allows for ten (10) bed hold days. If the Resident's care is not paid under the Medicaid program (as either a primary or secondary paysource), the Resident requesting a bed hold must pay the Facility's private daily rate for the bed being held during the bed hold period. If the Medicaid resident's hospitalization exceeds the bed-hold period paid under the Medicaid program, the Resident may request an additional bed hold period from the Facility by agreeing to pay the applicable daily rate during the additional bed hold period. Otherwise, the Resident shall be readmitted on a priority basis to the first available desired room, provided the resident meets the admission criteria. During a bed hold, the Resident's recurring income shall be paid to the Facility during the Resident's period of hospitalization.

2. *Termination of Residency*

The Resident may voluntarily leave the Facility and cancel this agreement at any time. The Resident is requested, however, to give at least five (5) day notice of intent to terminate residency. Conversely, the Facility may cancel this agreement and discharge the Resident under the following circumstances:

- a. When a Resident has failed after reasonable and appropriate notice, to pay for (or to have paid under a third party payment plan) a stay in the Facility. (This would normally occur when the Resident's account balance is 60 or more days past due.);
- b. When transfer or discharge is necessary for the Resident's welfare and the Resident's needs cannot be met by the Facility;
- c. When the health or safety of individuals in the Facility is endangered;
- d. When the Resident's health has improved sufficiently so the Resident no longer needs the services provided by the Facility.
- e. If the Facility ceases to operate.

Such action will be documented and explained to the Resident and reasonable advance written notice will be given unless an emergency situation exists. Personal property of the resident left in the facility at the time of discharge or death will be stored and retained in a secure area for five (5) days. The facility will appropriately dispose of personal property not claimed after the five (5) day period.

Services:

Raymond Zeigler

1. *Transportation*

The Facility shall provide or secure medically necessary transportation for the resident to other healthcare services provided outside the facility (e.g. hospital, doctors' office, dentist) as needed in accordance with physician's orders.

2. *Physician Authorization*

The Resident has the right to select an attending physician or may designate the Facility's Medical Director (or a member of the Medical Director's medical practice) as the Resident's attending physician. The physician selected must have admission privileges to the Facility and must comply with all state and federal licensing laws and requirements, as well as those that apply to physicians practicing in South Carolina nursing facilities. The physician selected shall bill the Resident's Medicaid, Medicare, or Private Insurance for the services rendered and any payments made by the Resident shall be mailed directly to the Medical Practice. The Resident may be billed for any non-covered services. It is understood that in the event of an emergency and the attending physician cannot be reached, the Facility is granted full authority to secure emergency care for the Resident until the Resident's attending physician can be contacted.

(Initial) Resident _____

Representative *KA*

Facility *JK*

The Resident hereby authorizes the following to serve as the Resident's attending physician while a resident of the Facility
(Initial appropriate response):

- ☒ Medical Director of the Facility
☐ Other physician (having admission privileges to the Facility)

Dr. Lisa Forgione
 Name of Physician

Elite Patient Care Asheville, NC
 Name of Medical Practice

[REDACTED]
 Address

Summerville, SC 29483
 City, State, Zip, Telephone

3. **Extended Services Agreement**

The Resident has the right to choose a professional service (i.e. Dentist, Podiatrist, Optometrist, etc.) or may use the professional services designated by the Facility. It is understood the professional service(s) designated must comply with all state and federal laws and requirements, as well as those that apply to such professional practice in South Carolina nursing facilities. It is further understood that in the event of an emergency and the primary professional service cannot be reached, the Facility is granted full authority to secure emergency care for the Resident until the primary professional service can be contacted. The Extended Services Agreement is set forth and included in this agreement as **Attachment E**.

4. **Pharmacy Services**

The Facility has an arrangement with a pharmacy to provide necessary prescriptions and over the counter medications to its residents. The Resident agrees to pay for medications unless Medicaid, Medicare or other third party payor otherwise pays for them. All medications, including over the counter medications, must be prescribed by a licensed physician or other individuals authorized by state law to write prescriptions. All medications must be administered according to physician's orders. Medications shall be administered by qualified staff unless the Facility's inter-disciplinary team determines that the Resident may safely self-administer medications. The Pharmacy/Patient Agreement form is set forth and included in this agreement as **Attachment K**.

5. **Outside Trips**

I ☐ do ☒ do not hereby give permission to be taken out of the facility by a responsible staff member for Activity purposes (entertainment, rides, shopping, visiting local places of interest). The Facility will not allow Resident to leave the facility for outside trips unless he/she is deemed physically and mentally able to do so by the Director of Nursing, attending Physician, or Activities Director.

6. **Laundry Service**

I ☐ do ☒ do not want the Facility to provide personal laundry services to the Resident. Residents who elect not to use the Facility's personal laundry services are required to provide a clothes hamper or container with a lid for this purpose. The Resident or Representative shall be responsible for appropriately labeling all clothing with the Resident's name.

7. **Beauty/Barber Shop Service**

I ☒ do ☐ do not want the Facility to provide beauty and barber shop services to the Resident. The Resident understands that he/she will be charged at the rates specified. See the attached Authorization for Beauty/Barber Shop Services, **Attachment H**, for beauty/barber shop preferences, prices and related information.

8. **Influenza and Pneumococcal Vaccination**

The Facility shall have available and offer the Influenza and Pneumococcal vaccinations to the Resident. See the attached Influenza and Pneumococcal Vaccination Consent Form as outlined in **Attachment I**, for signature and related information regarding Influenza and Pneumococcal Vaccinations.

Miscellaneous:

1. **Assignment**, no party to the Agreement may assign his/her rights or responsibilities under the Agreement.
2. **Merger Clause**, this Agreement constitutes the entire agreement among the parties hereto and this Agreement may not be amended except in writing signed by the parties to the Agreement.
3. **Choice of Law**, the Agreement will be governed and construed in accordance with the laws and regulations of the State of South Carolina.

(Initial) Resident _____ Representative KA Facility JH

4. **Binding Obligation**, the Resident agrees that the obligations, conditions, terms and restrictions of this Agreement also bind his or her respective heirs, successors and self-designated representatives acting on behalf of the Resident including, but not limited to, family members, guardians, and any other private organization or advocacy group.
5. **Incidents Beyond the Control of Facility**, the Resident agrees that Facility will not be liable for and agree to hold Facility harmless from any circumstances that are beyond the control of the Facility including, but not limited to, acts of God, staff shortages, strikes and changes in economic conditions that affect the Facility's operation. Additionally, the Resident agrees that Facility will not be liable for and agree to hold Facility harmless from any changes in services or service limits due to changes in payment levels received by the Facility from Resident and/or third party payors, including but not limited to, Medicare and Medicaid.

The Resident acknowledges receipt of a copy of this executed agreement. This agreement includes all documents signed by the Resident at the time of admission, as well as Attachments A through O. A copy of the Agreement shall remain in the Resident's file for the duration of residency in this Facility. I understand that this Agreement is a legally binding contract and further understand each and all of the terms of this Agreement.

Date

12-22-2022

Date

12-22-2022

Date

Date

One witness should sign if Resident is unable to sign and/or signs with only a mark.

Date

Signature of Resident (or Mark – see below)

Signature of Representative

Relationship to Resident

Signature of Designated Admissions Officer

Signature of Executive Director/Administrator

Signature of Witness

(Initial) Resident _____ Representative _____ Facility JA

CARLYLE SENIOR CARE

RESIDENT CARE		Page: 1 of 5
Section RESIDENT RIGHTS		Approval Date:11/28/16
Title: RESIDENT RIGHTS		Effective Date:11/28/16

Policy:

It is the practice of this facility to protect and promote resident rights and treat each resident with respect and dignity as well as care for each resident in a manner and in an environment that maintains or enhances resident's quality of life by recognizing each resident's individuality.

Compliance Guidelines:

1. All staff members are involved in providing care to residents to promote and maintain resident dignity and respect resident rights.
2. During interactions with residents, staff must report, document and act upon information regarding resident preferences.
3. Interview results will be documented; the provision of care and care plans will be revised, if appropriate, based on information obtained from resident interviews.
4. The resident's former lifestyle and personal choices will be considered when providing care and services to meet the resident's needs and preferences.
5. When interacting with a resident, pay attention to the resident as an individual.
6. Respond to requests for assistance in a timely manner.
7. Explain care or procedures to the resident before initiating the activity.
8. Staff members do not talk to each other while performing a task for the resident as if the resident is not there. Conversation should be resident focused and resident centered.
9. Groom and dress residents according to resident preference.
10. Speak respectfully to residents; avoid discussions about residents that may be overheard.
11. Respect the resident's living space and personal possessions.
12. Maintain resident privacy.
13. Assist residents to participate in activities of choice.
14. Each resident will be provided equal access to quality care regardless of diagnosis, severity of condition or payment source.
15. Random observations and/or verifications are conducted by the Director of Nursing Services (DNS), or designee, to ensure compliance with this policy.

Policy:

The facility will inform the resident both orally and in writing in a language that the resident understands of his or her rights and all rules and regulations governing resident conduct and responsibilities during the stay in the facility.

The facility will also provide the resident with prompt notice (if any) of changes in any State or Federal laws relating to resident rights or facility rules during the resident's stay in the facility. Receipt of any such information must be acknowledged in writing.

Policy Explanation and Compliance Guidelines:

1. Prior to or upon admission, the social service designee, or another designated staff member, will inform the resident and/or the resident's representative of the resident's rights and responsibilities.
2. Information about resident rights and responsibilities will be given to the resident both orally and in writing.
3. Information about resident rights will be given to the resident in a language that the resident understands to the extent possible, considering impediments which may be created by the resident's health and mental status.
4. If a resident's knowledge of English or the predominant language of the facility is inadequate for comprehension, a means to communicate the information concerning rights and responsibilities in a language familiar to the resident will be made available and implemented.
5. The facility will have written translations of its statements of rights and responsibilities in commonly encountered foreign languages, if/as applicable.

6. Large print texts of the facility's statement of resident rights and responsibilities should be available.
7. The facility will promptly inform residents of any changes to State or Federal laws relating to resident rights or facility rules. Receipt of any such changes must be acknowledged in writing.
8. A posting of names, addresses and phone numbers of all pertinent state client advocacy groups will be available in the facility.
9. The facility prominently displays written information regarding how to apply for and use Medicare and Medicaid benefits.
10. All residents will be treated equally regardless of age, race, ethnicity, religion, culture, language, physical or mental disability, socioeconomic status, sex, sexual orientation, or gender identity or expression.

Resident Rights

The resident has the right to a dignified existence, self-determination, and communication with and access to persons and services inside and outside the facility.

Exercise of rights. The resident has the right to exercise his or her rights as a resident of the facility and as a citizen or resident of the United States.

- a. The resident has the right to be free of interference, coercion, discrimination, and reprisal from the facility in exercising his or her rights and to be supported by the facility in the exercise of his or her rights.
- b. In the case of a resident who has not been adjudged incompetent by the State court, the resident has the right to designate a representative, in accordance with State law and any legal surrogate so designated may exercise the resident's rights to the extent provided by State law.
- c. The same-sex spouse of a resident must be afforded treatment equal to that afforded to an opposite-sex spouse if the marriage was valid in the jurisdiction in which it was celebrated.
- d. The resident representative has the right to exercise the resident's rights to the extent those rights are delegated to the resident representative.
- e. The resident retains the right to exercise those rights not delegated to a resident representative, including the right to revoke a delegation or rights, except as limited by State law.

Planning and implementing care. The resident has the right to be informed of, and participate in, his or her treatment, including:

- a. The right to be fully informed in language that he or she can understand of his or her total health status, including but not limited to, his or her medical condition.
- b. The right to participate in the development and implementation of his or her person-centered plan of care, including but not limited to:
- c. The right to participate in the planning process, including the right to identify individuals or roles to be included in the planning process, the right to request meetings and the right to request revisions to the person-centered plan of care.
- d. The right to participate in establishing the expected goals and outcomes of care, the type, amount, frequency, and duration of care, and any other factors related to the effectiveness of the plan of care.
- e. The right to be informed, in advance, of changes to the plan of care.
- f. The right to receive the services and/or items included in the plan of care.
- g. The right to see the care plan, including the right to sign after changes to the plan of care.
- h. The right to be informed in advance, of the care to be furnished and the type of care giver or professional that will furnish care.
- i. The right to be informed by the physician or other practitioner or professional, of the risks and benefits of proposed care, of treatment and treatment alternatives or treatment options and to choose the alternative or option he or she prefers.
- j. The right to request, refuse, and/or discontinue treatment, to participate in or refuse to participate in experimental research, and to formulate and advance directive.
- k. The right to self-administer medications if the interdisciplinary team has determined that this practice is clinically appropriate.
- l. Nothing in this paragraph should be construed as the right of the resident to receive the

provision of medical treatment or medical services deemed medically unnecessary or inappropriate.

Choice of attending physician. The resident has the right to choose his or her attending physician.

Respect and dignity. The resident has a right to be treated with respect and dignity, including:

- a. The right to be free from any physical or chemical restraints imposed for purposes of discipline or convenience, and not required to treat the resident's medical symptoms.
- b. The right to retain and use personal possessions, including furnishings, and clothing, as space permits, unless to do so would infringe upon the rights or health and safety of other residents.
- c. The right to reside and receive services in the facility with reasonable accommodation of resident needs and preferences, except when to do so would endanger the health or safety of the resident or other residents.
- d. The right to share a room with his or her spouse when married residents live in the same facility and both spouses consent to the arrangement.
- e. The right to share a room with his or her roommate of choice when practicable, when both residents live in the same facility and both residents consent to the arrangement.
- f. The right to receive written notice, including the reason for the change, before the resident's room or roommate in the facility is changed.
- g. The right to refuse to transfer to another room in the facility, if the purpose of the transfer is:
 - i. to relocate a resident of a SNF from the distinct part of the institution that is a SNF to a part of the institution that is not a SNF, or
 - ii. to relocate a resident of a NF from the distinct part of the institution that is a NF to a distinct part of the institution that is a SNF.
 - iii. solely for the convenience of staff.
- h. A resident's exercise of the right to refuse transfer does not affect the resident's eligibility or entitlement to Medicare or Medicaid benefits.

Self-determination. The resident has the right to and the facility must promote and facilitate resident self-determination through support of resident choice, including but not limited to:

- a. The resident has a right to choose activities, schedules (including sleeping and waking times), health care and providers of health care services consistent with his or her interests, assessments, and plan of care and other applicable provisions of this part.
- b. The resident has the right to make choices about aspects of his or her life in the facility that are significant to the resident.
- c. The resident has a right to interact with members of the community and participate in community activities both inside and outside the facility.
- d. The resident has a right to receive visitors of his or her choosing at the time of his or her choosing, subject to the resident's right to deny visitation when applicable, and in a manner, that does not impose on the rights of another resident.
- e. The resident has a right to organize and participate in resident groups in the facility.
- f. The resident has a right to participate in family groups.
- g. The resident has a right to have family member(s) or other resident representative(s) meet in the facility with the families or resident representative(s) or other residents in the facility.
- h. The resident has a right to participate in other activities, including social, religious, and community activities that do not interfere with the rights of other residents in the facility.
- i. The resident has a right to choose to or refuse to perform services for the facility and the facility must not require a resident to perform services for the facility. The resident may perform services for the facility, if he or she chooses, when
 - i. The facility has documented the resident's need or desire for work in the plan of care;
 - ii. The plan specifies the nature of the services performed and whether the services are voluntary or paid;
 - iii. Compensation for paid services is at or above prevailing rates; and
 - iv. The resident agrees to the work arrangement described in the plan of care.

The resident has the right to manage his or her financial affairs. This includes the right to know, in advance, what charges a facility may impose against a resident's personal funds.

Information and communication. The resident has the right to be informed of his or her rights and of all rules and regulations governing resident conduct and responsibilities during his or her stay in the facility.

- a. The resident has the right to access personal and medical records pertaining to him or herself.
- b. The resident has the right to receive notices orally (meaning spoken) and in writing (including Braille) in a format and a language he or she understands, including:

- i. Required notices as specified in this section. The facility must furnish to each resident a written description of legal rights which includes—

- ☐ A description of the manner in protecting personal funds,
 - ☐ A description of the requirements and procedures for establishing eligibility for Medicaid, including the right to request an assessment of resources
 - ☐ A list of names, addresses (mailing and email), and telephone numbers of all pertinent State regulatory and informational agencies, resident advocacy groups such as the State Survey Agency, the State licensure office, the State Long-Term Care Ombudsman program, the protection and advocacy agency, adult protective services where state law provides for jurisdiction in long-term care facilities, the local contact agency for information about returning to the community and the Medicaid Fraud Control Unit; and
 - ☐ A statement that the resident may file a complaint with the State Survey Agency concerning any suspected violation of state or federal nursing facility regulations, including but not limited to resident abuse, neglect, exploitation, misappropriation of resident property in the facility, non-compliance with the advance directives requirements and requests for information regarding returning to the community.. Information and contact information for State and local advocacy organizations, including but not limited to the State Survey Agency, the State Long-Term Care Ombudsman program and the protection and advocacy system;

Information regarding Medicare and Medicaid eligibility and coverage;

- a. Contact information for the Aging and Disability Resource Center; or other No Wrong Door Program
- b. Contact information for the Medicaid Fraud Control Unit; and
- c. Information and contact information for filing grievances or complaints concerning any suspected violation of state or federal nursing facility regulations, including but not limited to resident abuse, neglect, exploitation, misappropriation of resident property in the facility, non-compliance with the advance directives requirements and requests for information regarding returning to the community.
- d. The resident has the right to have reasonable access to the use of a telephone, including TTY and TDD services, and a place in the facility where calls can be made without being overhead. This includes the right to retain and use a cellular phone at the resident's own expense.
- e. The resident has the right to send and receive mail, and to receive letters, packages and other materials delivered to the facility for the resident through a means other than a postal service, including the right to:
 - f. Privacy of such communications consistent with this section; and
 - g. Access to stationary, postage, and writing implements at the resident's own expense.
- h. The resident has the right to have reasonable access to and privacy of their use of electronic communication such as email and video communications and for internet research.
 - i. If the access is available to the facility
 - ii. At the resident's expense, if any additional expense is incurred by the facility to provide such access to the resident.
 - iii. Such use must comply with state and federal law.

The resident has a right to—

- a. Examine the results of the most recent survey of the facility conducted by Federal or State surveyors and any plan of correction in effect with respect to the facility; and
- b. Receive information from agencies acting as client advocates, and be afforded the opportunity to contact these agencies.
- c. Privacy and confidentiality. The resident has a right to personal privacy and confidentiality of his or her personal and medical records.
 - i. Personal privacy includes accommodations, medical treatment, written and telephone communications, personal care, visits, and meetings of family and resident groups, but this does not

require the facility to provide a private room for each resident.

d. The resident has a right to secure and confidential personal and medical records.

e. The resident has the right to refuse the release of personal and medical records except as provided at §483.70(i)(2) or other applicable federal or state laws.

Safe environment:

The resident has a right to a safe, clean, comfortable and Homelike environment, including but not limited to receiving treatment and supports for daily living safely.

Grievances. The resident has the right to—

a. Voice grievances to the facility or other agency or entity that hears grievances without discrimination or reprisal. Such grievances include those with respect to care and treatment which has been furnished as well as that which has not been furnished; and the behavior of staff and of other residents; and other concerns regarding their LTC facility stay.

b. The resident has the right to and the facility must make prompt efforts by the facility to resolve grievances the resident may have.

Signature: _____

Relationship: Daughter

Date: 12-22-2022

Center: Carlyle Senior Care of Fountain InnResident's Name: Raymond ZeiglerDate: 12-22-2022

INFORMED CONSENT FOR PHOTOGRAPHS/VIDEO/AUDIO/MAIL ASSISTANCE

Photographs, videos, and mail delivery are an integral part of everyday life
in a resident's continuum of care.

Please indicate below how we may/may not involve you or your loved
one in these areas of service:

Photos/Videos are routinely taken during various activities. Occasionally, positive verbal statements are recorded on video. *Circle Yes or No:*

- ☒ Yes / No I give consent for my/my loved one's photo to be taken/used for identification purposes.
- ☒ Yes / No I give consent for my/my loved one's photos to be sent to my family members.
- ☒ Yes / No I consent to having my/my loved one's picture made for posting within the center, i.e. birthday board, bulletin board, picture board.
- ☒ Yes / No I consent to having my/my loved one's picture made for release to the general public through the center newsletter, local newspaper, scrapbooks, community organizations.
- ☒ Yes / No I consent to having my/my loved one's picture made for release on the internet through the center's social media pages.
- ☒ Yes / No I consent to having my/my loved one's picture/video and/or audio recordings for in-service training within the center and/or the Carlyle Senior Care region of which the center is a part.

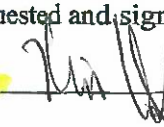
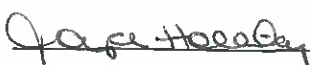
(Example: slide show presentations)

Personal Mail is delivered to the center by the US Postal Service. Upon arrival to the center, it is delivered unopened to individual residents and assistance in opening and/or reading mail will be offered.

Circle Yes or No:

- ☒ Yes / No I consent to having assistance with opening and/or reading my personal mail.

I further understand that this is not giving consent for my picture/video/audio to be used in any marketing materials for this center. If these items are of interest to Carlyle Senior Care for marketing purposes, a separate consent form will be requested and signatures obtained.

Resident / Legal Representative: Date: 12-22-2022Witness: Date: 12-22-2022

PHONE SERVICE

As a convenience to our residents and their families, Carlyle Senior Care of Fountain Inn is equipped to offer a private telephone line in each resident's room.

If the stay of a resident is being paid by Medicare Part A, the cost is included in the per-diem paid for by that source. If the resident is covered under Medicaid, certain insurances or is private pay, there is a \$25 per month charge for phone service.

With your signature, Carlyle Senior Care of Fountain Inn will gladly connect a phone in the room.

Medicare ☒ _____

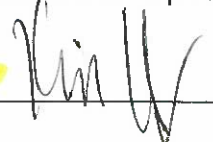
Medicaid _____

Private Pay _____

Insurance _____

Resident Name & Room Number Raymond Zeigler Room 112A

☒ Yes I would like a phone ☐ No I would not like a phone

Signature 

ADVANCE DIRECTIVES
ACKNOWLEDGEMENT OF RECEIPT

This is to acknowledge that I have been informed of my rights and all rules and regulations regarding:

- The right to accept or refuse medical or surgical treatment
- The right to formulate and issue Advance Directives to be followed should I become incapacitated

**initial where appropriate*

___ Resident does not choose to formulate or issue any Advance Directive at this time.

___ Resident has chosen to formulate and issue an Advance Directive. Resident acknowledges that all pertinent documentation which verify those Advance Directives specified below, shall be provided to the facility for placement in the medical record.

___ Living Will

___ Healthcare Power of Attorney

___ Do Not Resuscitate

☒ Full Code

___ Do Not Hospitalize

___ Enteral Nutrition

___ Other: _____

Resident Signature



Date

12-22-2022

Representative Signature

Daughter
Relationship

Date

12-22-2022

Joyce Holliday
Facility Representative Signature

Date

Witness Signature

Date

Residents Name Raymond Zeigler	Physician Name Dr. Lisa Forgione	Medical Record # 125120	Room # 112A
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Raymond Zeigler

ATTACHMENT F

Financial Questionnaire

A. Gross Monthly Income:

Please indicate, to the best of your knowledge, if you are receiving the following monthly income types by placing a circle around "Yes" or "No" above the income category. If yes, please complete the income "Amount" and "Frequency" fields.

☒ [YES] / ☐ [NO]

Social Security Income

Amount

Frequency

☐ [YES] / ☐ [NO]

Pension/Retirement Income

Amount

Frequency

☐ [YES] / ☐ [NO]

Investment Income

Amount

Frequency

☐ [YES] / ☐ [NO]

Other: _____

Amount

Frequency

B. Current Assets/Resources/Bank Accounts:

Please indicate your current assets/resources/bank accounts below by placing a circle around "Yes" or "No" above the asset category. If yes, please complete the asset "Location" and "Amount/Value" fields.

☒ [YES] / ☐ [NO]

Checking/Savings Account

Location

Amount/Value

☐ [YES] / ☐ [NO]

Checking/Savings Account

Location

Amount/Value

☐ [YES] / ☐ [NO]

Property/Real Estate

Location

Amount/Value

☐ [YES] / ☐ [NO]

Investment/Retirement Account

Location

Amount/Value

☐ [YES] / ☐ [NO]

Life Insurance Policy

Location

Amount/Value

☐ [YES] / ☐ [NO]

Other: _____

Location

Amount/Value

☐ [YES] / ☐ [NO] The Resident is the sole individual listed on any of the above assets, etc..... If NO, please provide detail on any other individuals listed on any of the above items:

C. Transfer of Assets/Resources:

☐ [YES] / ☐ [NO] The Resident has not experienced any transfers of assets occurring within 5 years of the Admission Date. If YES, please detail any and all transfer of assets that have occurred within the past 5 years:

D. Financial Responsibility

☒ [YES] / ☐ [NO] The Resident shall be responsible for remitting timely payment to the Facility for any applicable charges for which they are billed. If "No", Kimberly Haag shall be responsible for remitting timely payment, on the Resident's behalf, to the Facility for any applicable charges for which the Resident is billed.

a. The Resident's primary payor source is (complete the appropriate fields):

☒ Medicare Part A or Medicare Replacement Plan

- During days 1-20 of the Resident's Medicare stay: If the resident satisfies the Medicare qualifications, the Resident's Room and Board and Medicare included supplies and services are generally paid 100% by Medicare.
- During days 21-100 of the Resident's Medicare stay: If the resident satisfies the Medicare qualifications, the Resident's secondary payor source, if applicable, will be billed each month for the payment of the Medicare Co-Insurance. The current Medicare Co-Insurance rate is \$_____ per day.

☐ Private

- \$_____ will be due today and \$_____ will be due each month by the 10th plus any ancillary charges, if applicable. _____ shall be responsible for remitting timely payment to the Facility each month?

Note: The Resident or Representative shall provide the Facility with a 60-day notice prior to exhausting the financial resources necessary to remain as a Private Pay Resident.

☐ Medicaid

- If the Resident does not have nursing home Medicaid, a Medicaid application and supplementary information will need to be completed and submitted to DHHS no later than _____. (refer to Medicaid Application below).
- If the Resident's has been approved for nursing home Medicaid, the Resident's liability/recurring income will be due on admission (prorated) as well as by the 10th day of each month thereafter.
 - \$_____ will be due on admission and \$_____ will be due each month thereafter by the 10th.
 - [YES] / [NO] Would you like the Facility to become Rep-Payee of Social Security Income and/or Retirement Benefits?
 - If "NO", _____ shall be responsible for remitting timely payment of Social Security Income and/or Retirement Benefits (refer to Section A) each month?

☒ Insurance

BCBS

- The Resident's insurance company will be billed each month for the care and services provided by the Facility. The Resident's secondary payor source will be billed for any portion of any unpaid 3rd party billing claim.

☐ Medicaid Pending (refer to Medicaid Application below)

b. The Resident's secondary payor source is (complete the appropriate fields):

☐ **Private**

- **(Medicare Co-Insurance)** Medicare Co-Insurance will be billed in the amount of \$_____ per day based on total length of stay during the billing month. Medicare Co-Insurance charges will be due by the 10th day of each month.
- **(Medicaid Application – Denied)** – The Resident shall be directly billed for any outstanding and ongoing charges incurred each month for the care and services provided by the Facility.
- **(3rd Party Insurance Payor - Non-Payment)** The Resident may be directly billed for any portion of any unpaid 3rd party billing claim and any ongoing charges incurred each month thereafter for the care and services provided by the Facility.
 - i. _____ shall be responsible for remitting timely payment to the Facility each month?

☐ **Medicaid**

- **(Medicare Co-Insurance)** Medicaid will be billed for the Medicare Co-Insurance amount (refer to #1 Medicare) based on total length of stay during the billing month. During this time, the Resident's liability/recurring income of \$_____ will be due o by the 10th day of each month thereafter.
 - Gross Monthly Income minus \$30 will be due each month, during day 21-100 of the Resident's Medicare stay. \$_____ will be due each month by the 10th.
 - **[YES] / [NO]** Would you like the Facility to become Rep-Payee of Social Security Income and/or Retirement Benefits: (Request to be Selected as Payee form attached)?
 - If "NO", _____ shall be responsible for remitting timely payment of Social Security Income and/or Retirement Benefits (refer to Section A) each month?
- **(3rd Party Payor Non-Payment)** Medicaid will be billed for any portion of any unpaid 3rd party billing claim.

☐ **Insurance**

- The Resident's insurance company will be billed each month for the care and services provided by the Facility. The Resident may be directly billed for any portion of any unpaid 3rd party billing claim.

☐ **Medicaid Pending (refer to Medicaid Application below)**

MEDICAID APPLICATION:

(Medicaid Application & Form 1282 attached)

- Date application submitted (if applicable): _____.
- Date Form 1282 submitted (if applicable): _____.
- _____ will be responsible for assisting resident in completing the Medicaid Application and submitting all required information/documentation requested by DHHS:
_____.
 - Phone Number: _____
 - Cell Number: _____
 - Email: _____

While resident is awaiting approval of the Medicaid Application:

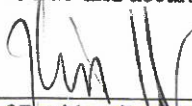
- If Medicare or Medicaid Pending is the Primary Payor Source:
 - Gross Monthly Income minus \$30 will be due each month, during day 21-100 of the Resident's Medicare stay. \$_____ will be due each month by the 10th.
 - [YES] / [NO] Would you like the Facility to become Rep-Payee of Social Security Income and/or Retirement Benefits: (Request to be Selected as Payee form attached)?
 - If "NO", _____ shall be responsible for remitting timely payment of Social Security Income and/or Retirement Benefits each month?

***Note: If and when Medicaid is approved and the patient liability/recurring income amount is established by DHHS, you may receive a billing adjustment for any over/under payments.

I understand the information contained within Attachment F Financial Questionnaire and agree that the financial information I have provided to the Facility is true and accurate to the best of my knowledge.

12-22-2022

Date


 Signature of Resident/Legal Representative/Responsible Party

EXTENDED SERVICES AGREEMENT

Raymond Zeigler
Resident Name

12-22-2022
Date

1. Dentist Authorization

The Resident has the right to choose a dentist or may use the services of the Dentist of the Facility. It is understood that the primary Dentist must comply with all state and federal laws and requirements, as well as those that apply to dentists practicing in South Carolina nursing facilities. The Dentist selected shall bill the Resident's Medicaid, Medicare, or Private Insurance for the services rendered and that any payment will be mailed directly to the Dental Practice. The Resident may be billed for any non-covered services. It is further understood that in the event of an emergency and the Dentist cannot be reached, the Facility is granted full authority to secure emergency care for the Resident until the primary Dentist can be contacted.

I ☐ do ☐ do not authorize the Dentist to perform services for the above named Resident.

TBD at time of service
Name of Dentist

Address

Aria Care Partners

Name of Dental Practice
Overland Park, KS 66210

City, State, Zip, Telephone

2. Podiatry Authorization

The Resident has the right to choose a Podiatrist or may use the services of the Podiatrist of the Facility. It is understood that the primary Podiatrist must comply with all state and federal laws and requirements, as well as those that apply to podiatrists practicing in South Carolina nursing facilities. The Podiatrist selected shall bill the Resident's Medicaid, Medicare, or Private Insurance for the services rendered and that any payment will be mailed directly to the Medical Practice. The Resident may be billed for any non-covered services.

I ☒ do ☐ do not authorize the Podiatrist to perform services for the above named Resident.

Ian Barker
Name of Podiatrist

Address

360 Care

Name of Practice
Rocky Mount, NC, 27804

City, State, Zip, Telephone

3. Optometry Authorization

The Resident has the right to choose an Optometrist or may use the services of the Optometrist of the Facility. It is understood that the primary Optometrist must comply with all state and federal laws and requirements, as well as those that apply to Optometrists practicing in South Carolina nursing facilities. The Optometrist selected shall bill the Resident's Medicaid, Medicare, or Private Insurance for the services rendered and that any payment will be mailed directly to the Medical Practice. The Resident may be billed for any non-covered services.

I ☐ do ☐ do not authorize the Optometrist to perform services for the above named Resident.

Name of Optometrist

Address

Aria Care Partners

Name of Practice
Overland Park, KS 66210

City, State, Zip, Telephone

I acknowledge that I have been informed by the Facility and have read and reviewed the above releases, statements, and information and have signed my response for approval or denial with my initials in the appropriate space. I fully understand and accept the above information.

[Signature]
Resident or Representative

12-22-2022

Date

Joyce Holliday
Witness

12-22-2022

Date

Patient Name: Raymond ZiglerDate of Birth: [REDACTED]**General Consent for Care and Treatment Consent**

TO THE PATIENT: You have the right, as a patient, to be informed about your condition and the recommended surgical, medical or diagnostic procedure to be used so that you may make the decision whether or not to undergo any suggested treatment or procedure after knowing the risks and hazards involved. At this point in your care, no specific treatment plan has been recommended. This consent form is simply an effort to obtain your permission to perform the evaluation necessary to identify the appropriate treatment and/or procedure for any identified condition(s).

This consent provides us with your permission to perform reasonable and necessary medical examinations, testing, and treatment. By signing below, you are indicating that (1) you intend that this consent is continuing in nature even after a specific diagnosis has been made and treatment recommended; (2) you consent to treatment by any Curana Health provider, and (3) you consent to communication via electronic and/or written format. The consent will remain fully effective until it is revoked in writing. You have the right at any time to discontinue services. You have the right to discuss the treatment plan with your provider about the purpose, potential risks, and benefits of any test ordered for you. If you have any concerns regarding any test or treatment recommended by your health care provider, we encourage you to ask questions.

I voluntarily request a physician, and/or mid-level provider (Nurse Practitioner, Physician Assistant, or Clinical Nurse Specialist), and other health care providers or the designees as deemed necessary, to perform a reasonable and necessary medical examination, testing, and treatment for the condition which has brought me to seek care at this practice.

Assignment of Professional Benefits: I hereby assign all insurance benefits and/or Medicare/Medicaid benefits to Providers and/or medical professionals providing services to me and authorize direct payment to Providers. This assignment specifically includes, but is not limited to, major medical and disability insurance proceeds and benefits. I agree to pay for any and all charges not paid pursuant to this assignment. A photocopy of this assignment shall be valid as the original.

Statement of Responsibility: I understand that I am financially responsible to the Provider as the patient, parent, guardian, and conservator or insured for all charges not covered by the above assignment. Charges may include co-payments, insurance deductibles, co-insurance or out-of-pocket expenses

I certify that I have read and fully understand the above statements and consent fully and voluntarily to its contents. I also acknowledge that I have been given a copy of the practice's Notice of Privacy Practices.

[Signature]
Signature of Patient or Medical Power of Attorney

12.22.22
Date

Kimberly Haag
Printed Name of Patient or Medical Power of Attorney

Daughter
Relationship to Patient

CHE FACILITY PATIENT INTAKE FORM

CONSENT FOR TREATMENT

I consent to CHE Behavioral Health's provision of counseling, psychological, psychiatric, or other behavioral health services. I understand that behavioral health treatment may result in unexpected side effects, such as intense or uncomfortable emotions, and that it is important that I discuss any reactions to my treatment with my treating clinician. Behavioral health treatment can also provide benefits, such as a significant reduction in feelings of stress and improved self-esteem. I am aware, however, that no guarantees have been made to me about the results of services. Some alternatives to behavioral health treatment include peer self-help groups, support groups, 12-step programs, and other similar programs.

RELEASE OF INFORMATION

I authorize CHE Behavioral Health to release medical records, financial and other health information about me as described in CHE Behavioral Health's Notice of Privacy Practices, a copy of which I have received. I acknowledge and understand that CHE Behavioral Health can release my information to (a) government programs, third party insurance carriers, health service plans, health maintenance organizations, or third party administrators for payment purposes; (b) to health care providers (including my designated primary care provider) for my continuing patient care and other related purposes; and (c) to caregivers, including but not limited to family members.

FINANCIAL RESPONSIBILITY AND ASSIGNMENT OF BENEFITS

I agree that I am financially responsible for all charges related to services provided by CHE Behavioral Health. Third-party payers (including, as applicable, government programs such as Medicare and Medicaid) may make payments directly to CHE Behavioral Health. My signature on this form is my authorized signature for the filing of a claim and request for direct payment of benefits by any such payer to CHE Behavioral Health. I agree that unless CHE Behavioral Health or my attending health care provider have expressly agreed in writing with the third-party payer to accept payment from the payer as full payment, I am personally responsible to pay any charges not paid by the payer. These charges can include but are not limited to co-payments, deductibles, co-insurance amounts, and charges for non-covered services.

PRIOR EXPRESS CONSENT FOR TELEPHONE, SMS OR EMAIL CONTACT

I agree CHE Behavioral Health, or its third party vendor, may contact me by telephone at any telephone number associated with my account, including wireless telephone numbers. I also agree that if I have provided CHE Behavioral Health with an e-mail address or telephone number for a cellular phone or other wireless device, CHE Behavioral Health may contact me by text message or e-mail. This express consent applies to each such e-mail address or telephone number I provide CHE Behavioral Health now or in the future and permits such calls, texts and e-mails regardless of their purpose. I understand that calls and messages may incur access fees from my cellular provider.

ACKNOWLEDGMENT

I have read the information above, and have had the opportunity to ask questions and have them answered to my satisfaction. If I am not the patient identified on this form, I represent that I am authorized by law to agree to these conditions on the patient's behalf and am the authorized representative of the patient. A copy of this form is as effective and valid as the original.

Patient or Authorized Representative Signature:

Date:

12-22-2022

Name of Patient:

Raymond Zeigler

Name of Authorized Representative, if Authorized Representative is Signing:

Kimberly Haag

MEDICARE SECONDARY PAYER QUESTIONNAIRE
(Short Version)

Raymond Zeigler
Resident Name

12-22-2022
Date

1. Is the Patient or Patient's Spouse actively employed? Yes ___ No ✓
2. Is the Patient being treated as a result of an accident? Yes ___ No ✓
3. Is the Patient entitled to Medicare Benefits as a result of End Stage Renal Disease (ESRD)? Yes ___ No ✓
4. Is the Patient under age 65 and entitled to Medicare as a result of a disability? Yes ___ No ✓

NOTE: If any of the above questions were answered "yes", it will be necessary that you refer to the specific section of the Medicare Development (Long Version) in order to obtain information regarding insurance coverage which may be primary to Medicare.

Resident Signature [Signature] Date 12-22-2022

Representative [Signature] Date 12-22-2022

Joyce Holliday - Admissions/Assistant Administrator Date 12-22-2022

Facility Representative/Title

MEDICARE SECONDARY PAYER QUESTIONNAIRE
(LONG VERSION)

Raymond Zeigler

12-22-2022

Resident Name

Date

Part I

1. Are you receiving benefits from a Federal Black Lung (BL) Program?

☐ No☐ Yes – Federal BL Program is primary payer for claims related to BL. Obtain the following information:

Federal BL Program: _____

Address: _____ City: _____ State: _____ Zip: _____

Policy/ID number: _____ Date benefits began: _____

2. Are the services to be paid by a government program such as a research grant?

☐ No☐ Yes – Government Program is primary payer for claims related to these services.

3. Has the Department of Veterans Affairs (DVA) authorized and agreed to pay for care at this facility?

☐ No☐ Yes – DVA is primary payer for claims related to these services.

4. Is the illness/injury due to a work related accident/condition and covered by a Workers' Compensation (WC) plan?

☐ No☐ Yes – WC plan is primary payer for claims related to these services. Obtain the following information and go to Part III.

Name of WC Plan: _____ Policy/ID number: _____

Address: _____ City: _____ State: _____ Zip: _____

Name and address of employer: _____

Part II

1. Was illness/injury due to a non-work related accident?

☐ No – Go To Part III☐ Yes – Date of Accident: _____

2. What type of accident caused the illness/injury?

☐ Automobile☐ Non-Automobile☐ Other

Name of no-fault or liability insurer: _____

Address: _____ City: _____ State: _____ Zip: _____

Name of insured party: _____

Policy/ID number: _____ Insurance claim number: _____

No-fault insurer is primary payer for claims related to the accident. Go to Part III.

3. Was another party responsible for this accident?

☐ No – Go To Part III.☐ Yes

Name of liability insurer: _____

Address: _____ City: _____ State: _____ Zip: _____

Name of insured party: _____

Policy/ID number: _____ Insurance claim number: _____

Liability insurer is primary payer for claims related to the accident. Proceed to Part III.

Part III

1. Are you entitled to Medicare based on:

☐ Age – Go to Part IV.
☐ Disability – Go to Part V.
☐ ESRD – Go to Part VI.

Part IV – Age

1. Are you currently employed?

☐ No – Date of retirement: _____
☐ No – Never employed.
☐ Yes

Name of employer: _____

Address: _____ City: _____ State: _____ Zip: _____

2. Is your spouse currently employed?

☐ No – Date of retirement: _____
☐ No – Never employed.
☐ Yes

Name of employer: _____

Address: _____ City: _____ State: _____ Zip: _____

If the Resident answered NO to both questions 1 and 2, Medicare is primary payer unless the patient answered YES to questions in Part I and II. DO NOT PROCEED ANY FURTHER.

3. Do you have group health plan (GHP) coverage based on your own or a spouse's current employment?

☐ No – Stop – Medicare Is Primary Payer Unless the Patient Answered Yes To Questions In Part I or II.
☐ Yes

4. Does the employer that sponsors your GHP employ 20 or more employees?

☐ NO – STOP – Medicare Is Primary Payer Unless the Patient Answered YES To Questions In Part I or II.
☐ Yes – Group Health Plan (GHP) is primary. Obtain the following information:

Name of GHP: _____

Address: _____ City: _____ State: _____ Zip: _____

Policy/ID number: _____ Group ID number: _____

Name of insured: _____ Relationship to patient: _____

Part V – Disability

1. Are you currently employed?

☐ No – Date of retirement: _____
☐ Yes

Name of employer: _____

Address: _____ City: _____ State: _____ Zip: _____

2. Is a family member currently employed?

☐ No
☐ Yes

Name of employer: _____

Address: _____ City: _____ State: _____ Zip: _____

If the patient answered NO to both questions 1 and 2, Medicare is primary payer unless the patient answered YES to questions in Part I or II. DO NOT PROCEED ANY FURTHER.

3. Do you have group health plan (GHP) coverage based on your own or a family member's current employment?

☐ NO – STOP – Medicare Is Primary Payer Unless the Patient Answered YES To Questions In Part I or II.
☐ Yes

4. Does the employer that sponsors your GHP employ 100 or more employees?

☐ NO -- STOP -- Medicare Is Primary Payer Unless the Patient Answered YES To Questions In Part I or II.
☐ Yes -- Group health plan (GHP) is primary. Obtain the following information:

Name of GHP: _____

Address: _____ City: _____ State: _____ Zip: _____

Policy/ID number: _____ Group ID number: _____

Name of insured: _____ Relationship to patient: _____

Part VI -- ESRD

1. Do you have group health plan (GHP) coverage?

☐ No -- Stop -- Medicare Is Primary Payer.
☐ Yes -- Group health plan is primary. Obtain the following information:

Name of GHP: _____

Address: _____ City: _____ State: _____ Zip: _____

Policy/ID number: _____ Group ID number: _____

Name of insured: _____ Relationship to patient: _____

2. Have you received a kidney transplant?

☐ No
☐ Yes -- Date of transplant: _____

3. Have you received maintenance dialysis treatment?

☐ No
☐ Yes -- Date dialysis began: _____

If you participated in a self-dialysis training program, provide date training started: _____

4. Are you within the 30-month coordination period?

☐ No -- Stop -- Medicare Is Primary Payer.
☐ Yes

5. Are you entitled to Medicare on the basis of either ESRD and age or ESRD and disability?

☐ No -- Stop -- GHP Is Primary During The 30-Month Coordination Period.
☐ Yes

6. Was your initial entitlement to Medicare (including simultaneous entitlement) based on ESRD?

☐ No -- Initial entitlement based on age or disability.
☐ Yes -- STOP -- GHP continues to pay primary during the 30-month coordination period.

7. Does the working aged or disability MSP provision apply (i.e. if the GHP is primary payer based on age or disability entitlement)?

☐ No -- Medicare continues to be primary payer.
☐ Yes -- GHP continues to pay primary during the 30-month coordination period.

Resident Signature

Date

12-22-2022

Agent/Legal Representative

Date

12-22-2022

Date

Joyce Holliday Admissions/Assistant Administrator
 Facility Representative/Title

Attachment I

Immunization Informed Consent Record

Name: Raymond Zeigler Date: 12-22-2022 Record #: 125120

Attestation

I certify that I have received relevant Vaccine Information Statements (VIS) that provides current CDC information about the vaccine(s) I have elected to receive. I further certify that the benefits and potential side effects of such immunization(s) have been thoroughly explained to me and I do understand such information.

I have accepted the vaccine(s) checked below:

Covid Vaccine:

Name: _____

- ☐ Pneumococcal Conjugate (PCV 13)
☐ Pneumococcal Polysaccharide (PPSV)
☐ Influenza (Live, Intranasal)

Date: _____

I have already received the following vaccine(s) check below

- ☐ Pneumococcal Conjugate (PCV 13) date received _____
☐ Pneumococcal Polysaccharide (PPSV) date received _____
☐ Influenza (Live, Intranasal) date received 12/2022

Resident Signature _____ date _____

Resident Representative Signature [Signature] date 12-22-2022

Facility Representative Signature [Signature] date 12-22-2022

Attestation

I certify that I have received relevant Vaccine Information Statements (VIS) that provides current CDC information about the above vaccine(s) I have elected to not receive the following vaccines. I further certify that the benefits and potential side effects of such immunization(s) have been thoroughly explained to me and I do understand such information.

I do not want to receive the following vaccine(s) check below all that apply

- ☐ Pneumococcal Conjugate (PCV 13)
☐ Pneumococcal Polysaccharide (PPSV)
☐ Influenza (Live, Intranasal)

Resident signature _____ date _____

Resident Representative Signature _____ date _____

Facility Representative Signature _____ date _____

ROA 0442

NOTICE OF PRIVACY PRACTICES RECORD OF ACKNOWLEDGMENT

We are committed to preserving the privacy and confidentiality of your health information whether created by us or maintained on our premises. We are required by certain state and federal regulations to implement policies and procedures to safeguard the privacy of your health information. We are required by state and federal regulations to abide by the privacy practices described in the Notice provided to you including any future revisions that we may make to the notice as may become necessary or is authorized by law.

We reserve the right to change our organization's Privacy Notice at any time and to make the revised or changed notice effective for health information we already have about you as well as any information we receive in the future about you. Should we revise or change our Privacy Notice, we will post a copy of the new or revised notice in our main lobby. You may obtain a copy of the new/revised Privacy Notice from the business office.

Should you have questions concerning obtaining copies of our privacy notice, requesting restrictions on the release of your information, revoking an authorization, amending or correcting your health information, obtaining a listing of the information we disclose concerning your health information, request to inspect or copy your medical information, request that we communicate information about your health matters in a certain way or denial of access of your health information, please contact the facility Administrator. Should you have any questions concerning our organization's privacy practices, filing complaints, or any other concerns you may have relative to our organizations privacy practices, please contact:

Carlyle Senior Care, LLC
P.O. Box 12519
Florence, SC 29505
1-843-799-0756

YOU MAY ALSO FILE COMPLAINTS WITH:
U.S. Department of Health and Human Services
Washington, DC 20201
(202) 619-0257
Toll Free 1-877-696-6775

Acknowledgement

I certify that I received a copy of this organization's privacy notice and that I have had an opportunity to review this document and ask questions to assist me in understanding my rights relative to the protection of my health information. I am satisfied with the explanations provided to me and I am confident that the organization is committed to protecting my health information.

Date: _____

My Signature: _____

Printed Name: _____

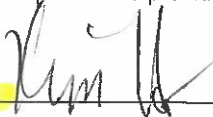
Date: _____

Relationship to Individual: _____

Signature of Witness: _____

I certify that I am the authorized representative of _____ and that I have received the privacy notice on behalf of this individual and that the organization provided me with an opportunity to review this document and ask questions to assist me in understanding his/her privacy rights. I am satisfied with the explanations provided to me and I am confident that the organization is committed to protecting my health information.

Date: 12-22-2022

My Signature: 

Printed Name: Kimberly Hagg

Relationship to Individual: Daughter

Date: 12-22-2022

Signature of Witness: 

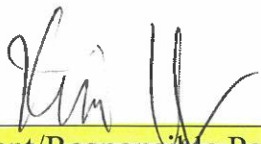
Raymond Zeigler

Resident Name

Incontinence Management Program

Managing Incontinence is an important part of quality resident care. An effective program includes the use of supplies such as briefs, wipes, peri-wash and barrier creams. Residents who are incontinent must be checked regularly for incontinent episodes and must be changed and must receive incontinent care as necessary. Caregivers devote a great deal of time to ensuring that residents are clean and dry. To effectively manage our incontinence program, recover the costs of incontinence supplies and additional services provided, and to assist families with budgeting for costs of incontinence care a daily charge of **\$10.00** per day will be added to the cost of care statement for each resident identified as being incontinent. The definition of incontinent shall be that as determined by the minimum data set (MDS) and a resident shall be either continent or incontinent. If a resident requires any staff assistance to maintain their continence, even on a periodic basis, the daily incontinence fee shall apply. A family may choose to provide certain items related to incontinence care, however, such provision shall not change the charge of the daily incontinence fee. If the stay of a resident is being paid for by Medicare Part A, Medicaid and certain insurances, the cost of continence care may be included in the per-diem paid for by that source.

I have read, understand and agree to the Fountain Inn Nursing Home Incontinence Management Program and authorize the appropriate charge for this service to my account.



Resident/Responsible Party

12-22-2022

DATE:

Resident Name: Raymond Zeigler

*The Facility shall not be responsible for lost items. The Facility advises the Resident of the risk involved in keeping valuables (such as jewelry, large sums of money, hearing aids) in the room rather than depositing them in a safe and secure place. In addition, the Resident should strongly consider purchasing private insurance should he/she decide to maintain valuable personal property within the Facility.

ATTACHMENT K

PHARMACY/PATIENT AGREEMENT

Carlyle Senior Care of Fountain Inn
Name of Facility

Fax # 1-866-840-8604

Pruitt Health (hereinafter referred to as "Pharmacy")/328 Riverchase Way Suite A, Lexington, SC 29072 / 800-224-4088
Pharmacy Name Address City, State, Zip Telephone

To provide billing services and determine eligibility on your behalf, please complete the following information.

Raymond Zeigler [REDACTED] [REDACTED] [REDACTED]
Patient's Name Social Security # Medicare# Date of Birth
Relationship to Insured: ☒ Self ☐ Spouse ☐ Child ☐ Legal Representative
Insured Name Social Security#

Reminder: Please attach copy of all insurance cards (front and back).

Each month, an itemized bill for non-covered services will be sent to you. This bill is payable directly to the Pharmacy upon receipt. If payment is not received by the next statement cycle, a 1.5% late fee will automatically be charged. To ensure proper credit, please include the account number on your check. The Pharmacy also accepts payments via major credit cards and money orders for your convenience.

Request of Provider Services

I understand that I am under the supervision and control of my attending physician. I understand too, that my physician has prescribed the therapy, equipment, and/or supplies noted as part of my treatment. I understand that the Pharmacy services do not include diagnostic, prescribing drugs and therapy for my condition and otherwise supervising and controlling my medical care.

Agreement to Pay

In consideration of Pharmacy supply products and services ordered by the patient or on behalf of the patient, the undersigned patient, spouse, guarantor and/or guardian agrees that each of them is responsible to the Pharmacy for payment to the Pharmacy for such products and services provided to the patient, unless they are a Medicare Part B recipient where the Pharmacy has accepted assignment for a Medicaid recipient. Additionally, I agree to be responsible for the full amount of charges if no payment is made for claims submitted to an insurance company, in addition to any collection cost incurred, or if my physician or I fail to provide, within forty-five (45) days, the information necessary to submit the claim for services. I agree to transfer immediately to the Pharmacy any payment made directly to me for services provided by the Pharmacy on an assigned basis.

Assignment of Benefits

I hereby authorize the Pharmacy to request on my/our behalf and to collect all public and private insurance coverage benefits due for the products and services supplied to the patient by the company. In the event payments for insurance benefits are made directly to any of the undersigned, the payee will endorse the Pharmacy all checks for such payment.

Release of Information

The undersigned authorizes the insurer(s) and any other third party payor who provides the patient with coverage to disclose to the company any information regarding such coverage, including but not limited to (a) payment made by such insurer(s) or third party payor(s) to any of us, for therapy rendered to the patient by the Pharmacy, and (b) the scope and extent of coverage available from time to time. The patient authorizes all medical personnel to provide information to the Pharmacy concerning his/her medical history, as it may relate to customers' therapy.

The undersigned consents to the review of his/her records including medical records by any federal, state, or accrediting body or agency as required by the regulatory, licensing or accrediting body.

The undersigned certifies that he or she has read the foregoing and received a copy, as well as a copy of the Patient Rights and Responsibilities and Medicare Supplier Standards document on the reverse side of this form. The undersigned also certifies the he/she is the patient, or is authorized by the patient as the patient's general agent, to execute the above and accept its terms. Note: A duplicate copy of this agreement and consent will be considered the same as an original.

Patient's Signature _____ Date _____

Spouse/Guarantor/Guardian's Signature Kim [Signature] Date 12-22-2022

Relationship to Patient Daughter Reason Patient Cannot Sign Confusion

Address _____ Phone# [REDACTED]

Witness Signature Joyce Holliday Date 12-22-2022

ROA 0446

Resident Directory Instructions

I do ☒ /do not ☐ want my name included as part of this Facility's Resident Directory. I understand that if I do not consent to this disclosure, visitors such as family and friends, outside phone callers, and delivery people, may not be able to contact me.

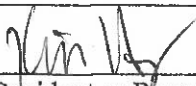
I do ☒ /do not ☐ want my location included as part of this Facility's Resident Directory.

I do ☒ /do not ☐ want my name posted outside the door to my room.

I do ☒ /do not ☐ consent to the disclosure of my religious affiliation to members of clergy. I understand that if I do not consent to this disclosure, members of the clergy, who do not know to ask for me by name, may not be able to contact me.

I consent to the disclosure of my directory information, specifically my name and location, to only the following people

Name	Goes By	Relationship

	12-22-2022	
Signature of Resident or Representative	Date	Time

Kimberly Haag
 Print Name

Daughter
 Relationship of Representative to Resident

Please describe the Representative's authority to act on behalf of the Resident

USE OF RESTRAINTS

Raymond Zeigler

12-22-2022

1-866-840-8600

Resident Name

Date

Definition of a Physical Restraint:

- Any manual method or physical or mechanical device, material, or equipment attached or adjacent to the resident's body that the individual cannot remove easily which restricts freedom of movement or normal access to one's body.

Benefits:

- A restraint may be beneficial when treating a resident's medical condition and/or assisting the resident in attaining or maintaining his/her highest practicable level of physical or physiological well-being. Potential benefits may include, but are not limited to:
 - Preventing falls or other accidents which could result in injury
 - Facilitating medical treatment
 - Protecting the resident or other residents
 - Providing an increased feeling of safety and/or security
 - Other: _____

Potential Negative Outcomes:

- Potential negative outcomes of restraint use include, but are not limited to, declines in the resident's physical functioning and muscle condition, contractures, increased incidence of infections and development of pressure ulcers, delirium, agitation and incontinence. Restraint use has the potential to create an accident hazard. Residents have been found in some cases to increase the incidence of falls or head trauma due to falls and other accidents (e.g. strangulation, entrapment). Finally, resident who are restrained may face a loss of autonomy, dignity, and self-respect, and may show symptoms of withdrawal, depression, or reduced social contact.

It is the policy of this facility to use restraint(s) only after assessment and care planning deem it appropriate to treat the resident's medical symptoms and assist the resident in attaining or maintaining his or her highest practicable physical and psychosocial well-being, and other methods or interventions are inadequate. In all instances, the least restrictive, which is effective, will be used.

The facility will monitor the resident's status and adjust care, as necessary. The facility will have a systematic and gradual process to reduce the use of restraint(s) to ensure the resident safety while treating the resident's medical symptoms.

I have read and understand the definitions, benefits and potential negative outcomes to restraint use.

Resident Signature

Date

12-22-2022

Representative Signature

Date

12-22-2022

Facility Representative Signature

Date

MEDIATION AND BINDING ARBITRATION AGREEMENT

made pursuant to the
FEDERAL ARBITRATION ACT (9 U.S.C. § 1 et seq.)
 and pursuant to the
SOUTH CAROLINA UNIFORM ARBITRATION ACT
(S.C. CODE ANN. §§ 15-48-10 et seq.)

This **MEDIATION AND BINDING ARBITRATION AGREEMENT** is entered into on December 22, 2022, by and between
Carlyle Senior Care (hereinafter "Facility") and
Raymond Zeigler ("Resident") and/or
Kimberly Haag, the Resident's Legally Designated Representative, if any.

THIS IS A BINDING AGREEMENT TO ARBITRATE ALL CLAIMS ARISING OUT OF THE RELATIONSHIP BETWEEN RESIDENT AND FACILITY. THE EXPRESS INTENT OF THE PARTIES IS TO SUBMIT ALL CLAIMS TO BINDING ARBITRATION EXCEPT AS EXPRESSLY SET FORTH HEREIN. ANY AMBIGUITY OR DOUBT AS TO THE INTENDED SCOPE OF THIS AGREEMENT SHALL BE RESOLVED IN FAVOR OF SUBMITTING ALL CLAIMS TO BINDING ARBITRATION.

In this **MEDIATION AND BINDING ARBITRATION AGREEMENT** (hereinafter "Agreement"), the following definitions apply:

"Resident" "you" and "your" refers to the Resident identified above who is being admitted to the Facility. Resident also includes Resident's Legally Designated Representative(s), Resident's Responsible Party, Resident's family, and anyone situated in such a manner so as to assert a Claim against the Facility.

"Resident's Legally Designated Representative" refers to the person who possesses actual legal authority to conduct affairs and make decisions on behalf of the Resident. This person includes, but is not limited to, the person who has been appointed as Guardian for the resident, and/or the person who possesses a Power of Attorney executed by the Resident.

"Resident's Responsible Party" refers to _____, who is the person identified as the Resident's Responsible Party in the Admission materials executed by Resident and/or the Resident's Legally Designated Representative, and who has agreed to serve as the primary point of contact for communications between the Facility and the Resident's family.

"Facility" refers to the Facility identified above, and includes the Facility's employees, agents, subcontractors, and parent and affiliated companies (including, but not limited to, Cooke Management Company, Inc.) and their employees and agents.

"Parties" and "party" refers to persons and entities defined within the scope of "Resident" and "Facility."

"Claim(s)" include any and all claims, disputes or controversies of any and every variety between the Parties relating in any respect to the relationship and interactions of the Parties. The Parties' express intent is for this Agreement to apply to Claims that presently exist, as well as any Claims as may arise or come to exist in the future. Except as expressly set forth herein or as excluded in Section II(c) of the Agreement, it is the intent of the Parties that all Claims be resolved between the Parties via binding arbitration.

The Parties agree that any ambiguity with regard to whether or not the Claim(s) fall within the scope of this Agreement should be construed in favor of submitting the Claim(s) to binding arbitration pursuant to the terms of this Agreement.

All Claims must be asserted by the Parties within the time allowed by the applicable statute(s) of limitation.

I. Voluntary Mediation: This Agreement provides for voluntary mediation whereby the Parties may, upon mutual agreement, engage in mediation before resorting to binding arbitration. Mediation is a form of alternative dispute resolution whereby an impartial third party is selected by the Parties to preside over a meeting of the Parties and/or their representatives so to facilitate communication between the Parties, with a goal of bringing the Parties together and negotiating the terms for a mutually agreeable Settlement Agreement. Depending upon the location of the litigation and the nature of the Claims, South Carolina courts presently requires that litigants engage in pre-suit mediation. This Agreement will make such mediation voluntary. The goal of mediation is to resolve the dispute promptly, amicably, and without requiring either Party to engage in the significant time and expense required in the litigation process. The advantage of mediation is that it allows the Parties the opportunity to establish mutually agreeable terms to resolve any Claims. If the Parties do not mutually agree to mediate any Claims between them, then they may proceed directly to arbitration.

(a) **Selection of the Mediation Site and Mediator:** If the Parties mutually agree to mediate any Claims that may arise between them, then the mediation will be conducted at a location either within the County in which the Facility is situated, or at a location mutually agreeable to the Parties. The Parties shall mutually select a certified mediator. The costs of the mediation shall be borne equally by each Party, and each Party shall be responsible for their own legal fees. If the Parties cannot agree upon a location or a mediator for the mediation, or if the Parties are unable to resolve their Claims through mediation, then the Claims shall be resolved by binding arbitration as set forth in this Agreement.

(b) **Settlement at Mediation:** Although the mediation process is voluntary and non-binding, should the Parties reach a settlement in the course of the Mediation that is memorialized into a Settlement Agreement executed by the Parties, this Settlement Agreement's terms and conditions shall be binding upon the Parties.

II. **Binding Arbitration:** Arbitration is a specific method of resolving Claim(s) between the Parties outside of the traditional state or federal court system. Instead of a judge and/or jury resolving the Claim(s), a neutral third party ("Arbitrator") renders the decision, which is binding on both Parties. Generally, an Arbitrator's decision is final and not open to appeal. The Arbitrator will hear both sides present their Claim(s) and their responses to the other Party, and then render a decision based on fairness, law, common sense and the rules established by the arbitration association selected by the Parties in Section II(b) of this Agreement. Because this arbitration is binding, it is the only legal process available to the Parties. Binding Arbitration has been mutually selected by the Parties with the goal of reducing the time, formalities and cost of utilizing the court system.

(a) **Intent of the Parties.** The Parties expressly intend that all matters be resolved by arbitration, including, but not limited to, resolving any questions regarding the applicability and/or enforceability of this Agreement as well as resolving all Claims, existing presently or in the future, between the parties without regard for whether such Claims are presently known or unknown.

(1) **Scope of Agreement:** Unless the Claims are resolved by mediation, or are expressly excluded in Section II(c), or are excluded from the scope of this Agreement by mutual written consent of the Parties, the Parties expressly intend that the binding arbitration provisions of this Agreement apply to any and all Claims arising out of the relationship between the Parties, without regard for the nature of the Claim(s), the facts alleged to support or refute the Claim(s), or circumstances from which the alleged Claim(s) arose. This means that neither the Facility nor the Resident will be able to file a lawsuit in court to resolve any Claim(s) against the other. It also means that both the Facility and the Resident are relinquishing their right to a trial by judge and/or jury to resolve any Claim(s) against the other. The Parties freely choose arbitration, and the Parties understand that the arbitrator's decision is final and binding.

(2) **Implementation of Arbitration:** The Parties expressly intend to arbitrate all Claims; therefore, should the determination be made that a Claim is not subject to arbitration pursuant to the Federal Arbitration Act, then the Parties intend that such Claim shall be arbitrated in accordance with the South Carolina Uniform Arbitration Act. Similarly, should the determination be made that any Claim is not subject to arbitration pursuant to the South Carolina Uniform Arbitration Act, then the Parties intend that such Claim shall be arbitrated in accordance with the Federal Arbitration Act. In the event that the determination is made that any Claim is not subject to arbitration pursuant to either the Federal Arbitration Act or the South Carolina Uniform Arbitration Act, then the Parties hereby stipulate and agree to conduct voluntary binding arbitration in accordance with Section II(b). The Parties agree that this specific provision of this Agreement is enforceable by specific performance by either Party. In the event that despite the Parties' express intent that all Claims be resolve by binding arbitration, it is determined that only certain claims may be arbitrated, then the Parties agree that binding arbitration of those claims shall proceed. This binding arbitration shall proceed during the pendency of any appeal or any other litigation in civil court, unless both Parties mutually agree that this arbitration be stayed.

(3) **Involvement of Interstate Commerce:** The Facility expressly represents and provides notice to the Resident that the Facility must and will engage in interstate commerce in the course of its relationship with Resident. The Resident is aware of this fact, acknowledges this fact, and explicitly expects that interstate commerce will be involved in the course of the relationship between the Parties. The Resident agrees that (s)he could specifically seek residency at a different facility if Resident expected and/or desired to reside in a facility that did not and would not engage in interstate commerce in the course of the relationship between the Parties, which includes, but is not limited to, the provision of care to the Resident. Therefore, it is the express intent and expectation of the Parties that the care provided by the Facility to the Resident will and does involve, implicate, and affect interstate commerce.

The Parties expressly acknowledge and agree that the relationship between the Parties, which includes, but is not limited to, the provision of care, products, and services to the Resident by and through the Facility, necessarily will, and in fact does, necessitate transaction(s) involving and affecting interstate commerce by needing and in fact utilizing people, information and tangible materials that originate out of state and that must be and in fact are transported across state lines to the Facility. The extent of this involvement and affect on interstate commerce includes, but is not limited to: (1) the equipment utilized by the Facility in the course of both general operations and the provision of specific care to the Resident; (2) the medicines prescribed to the Resident; (3) the supplies sought by, prescribed to, and/or provided to the Resident; (4) the staffing of personnel, specialists, and independent contractors at the Facility in the course of the care and treatment of Resident; (5) the information used in the course of the care and treatment of the Resident; and (6) the food and other products offered by the Facility to Resident. Additionally, the Facility is required to comply with state and federal statutes and regulations. Further, the Facility accepts payments from federal programs as well as from out of state providers and out of state income sources.

In the course of providing care, products and services, the Facility cannot and does not limit itself to utilizing only items and services that originate in South Carolina. Therefore, the relationship between the Parties specifically contemplates and requires the purchase, acquisition, and/or utilization of materials, services, and items from outside the state of South Carolina that must be transported across state lines to the Facility, thereby involving, implicating and substantially affecting interstate commerce. The Parties acknowledge and agree that the Facility would be unable to fulfill its obligations to Resident without involving, implicating and substantially affecting interstate commerce within the scope and meaning of Congress' Commerce Clause.

(b) **Procedure for Arbitration.** The Arbitration shall be administered by one of the entities identified below and mutually agreed upon and designated by the Parties:

Option 1: Carolina Dispute Settlement Services); or

Option 2: National Arbitration. Forum

If the options identified above are not mutually agreeable to the Parties, an alternate arbitration forum and/or qualified arbitrator may be mutually agreed upon and identified below:

Option 3: _____

We selection Option _____ (choose options 1, 2 or 3 and initial below)

Initials:

Resident

Resident's Legally
Designated Representative


Resident's
Responsible Party


Facility

Any Request for Arbitration of Claim(s) ("Request") must be submitted in writing to the Arbitrator at the address set forth below in accordance with the procedural rules established by that Arbitrator existing at the time the Request is made. A copy of the Request must also be sent to the Facility at the address set forth below. In the event the Arbitrator is unable or unwilling to serve, then the Resident must provide written Notice to the Facility within thirty (30) days of the Resident's receipt of notice of the Arbitrator's unwillingness or inability to serve. Within thirty (30) days of receipt of this Notice from the Resident, the Facility shall select another neutral arbitration service, either from the list below or from another source, and this alternate arbitration service's procedural rules shall apply to the arbitration proceeding. The Resident's failure to submit a Request within the period set by the applicable state of limitations for the Claim(s) to which the Request applies shall operate as a bar to such Claim(s). A copy of the applicable Rules and Procedures for Arbitration may be acquired from the selected Arbitrator, either online or directly. Judgment on any award rendered by the Arbitrator may be entered in any court having appropriate jurisdiction.

Carolina Dispute Settlement Services:
234 Fayetteville Street Mall, Suite 200
Raleigh, N.C. 27601
Telephone: 1-919-755-4646
Fax: 1-919-155-4644
www.notrials.com

Facility:

National Arbitration Forum
P.O. Box 50191
Minneapolis, MN 55405-0191
Telephone: 1-800-474-2371
Fax: 952-345-1160
www.adrforum.com

Option 3 Alternate Arbitrator:

(c) **Exclusion from Arbitration.** The Parties expressly agree to exclude the following Claim(s) from binding arbitration: (1) guardianship proceedings resulting from the alleged incapacity of the Resident; (2) Claim(s) involving less than Five Thousand Dollars (\$5,000.00); (3) Claim(s) brought after the expiration of the applicable statute(s) of limitation; and (4) any Claim that the Parties mutually agree to resolve in a manner not entailing binding arbitration, either as set forth at the time the Parties execute this Agreement, or as later mutually agreed upon in writing by both Parties. In situations involving Claim(s) excluded from binding arbitration, neither the Resident nor the Facility is required to use the arbitration process, but the Parties may mutually agree to do so should they so choose. Any legal actions related to excluded Claim(s) may be filed and litigated in any court possessing jurisdiction. Additionally, this Agreement shall not impair the rights of the Resident to appeal any transfer and/or discharge action initiated by the Facility to the appropriate administrative agency if such transfer or appeal is governed by State or Federal law prescribing the instances in which a resident may be transferred or discharged, and after the exhaustion of such administrative appeals, to appeal to the court exercising appellate jurisdiction over that administrative agency.

(d) **Right to Legal Counsel.** Both Parties have the right to be represented by legal counsel in any binding arbitration proceedings initiated under this Agreement. Because this Agreement addresses important legal rights, the Facility encourages and recommends that the Resident obtain the advice and assistance of legal counsel to review the legal significance of this binding arbitration provision either prior to signing this Agreement, or subsequent to signing but within the rescission period. Should any Party fail to obtain legal counsel at any point, they do so willingly and voluntarily.

(e) **Location of Arbitration.** The arbitration will be conducted in the County in which the Facility is located, or in accordance with the Arbitrator's applicable rules of procedure (for instance, certain Arbitrators may require that the arbitration take place at their offices), or at another site that is mutually agreeable to the Parties. In the event that the Parties cannot mutually agree upon a location for the arbitration, the Parties shall be bound by the Arbitrator's decision of the location in which the arbitration is to occur.

(f) **Applicable Law.** The Parties agree that the Arbitrator shall apply South Carolina law in order to resolve any state law Claims related to their relationship. The Parties agree that the arbitrator shall apply federal law as set forth by the United State Supreme Court, the Fourth Circuit Court of Appeals and the District Court of South Carolina to any Claims premised upon federal statutes. The Parties agree that the application of South Carolina law in this choice of law provision shall not be construed to prevent the Parties from arbitrating all Claims arising from their relationship. For instance, if a Claim is deemed not able to be arbitrated under the South Carolina Uniform Arbitration Act, then this choice of law provision shall not be construed to prevent application of the Federal Arbitration Act to resolve the Claim via binding arbitration. Further, the Parties agree that the legal maxim that ambiguities should be construed against the party that drafted the document shall not apply; rather the Parties agree that ambiguities, if any, are to be construed in favor of submitting all Claims to binding arbitration.

(g) **Warranty of Capacity and Comprehension.** Resident and, if present, Resident's Responsible Party hereby affirm that (s)he possesses the mental capacity to execute this Agreement and that (s)he has not been diagnosed as incapacitated by a physician or adjudicated as incapacitated by a Court. Both Resident and the Resident's Responsible Party agree and affirm that they have reviewed and understand this Agreement.

Resident

Resident's Responsible Party

In the event that either Resident or Resident's Responsible Party have any concerns or reservations regarding the Resident's capacity, please identify them on space below:

In the event that the Resident is incapacitated, the Resident's Legally Designated Representative hereby affirms and warrants that (s)he possesses actual legal authority to act and make decisions on behalf of the Resident, and that (s)he has entered into this Agreement voluntarily after reviewing and understanding its terms, and (s)he believes that this Agreement is in the best interests of the Resident.

Resident Legally Designated Representative

(b) **Allocation of Costs and Fees for Arbitration.** The costs of the arbitration shall be shared equally by each party, and each party shall be responsible for their own legal fees, costs, and expenses.

(i) **Severability.** In the event any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the offending provision shall be severed from the Agreement, and the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby. This provision reflects the Parties intent to arbitrate all Claims.

(j) **Limited Right to Rescind this Agreement.** Resident or, in the event of Resident's incapacity, Resident's Legally Designated Representative, has the right to rescind this Agreement by notifying the Facility in writing within thirty (30) days of the date set forth above. This right to rescind is fully set forth in the attached Notice of Right to Rescind ("Notice"). This Notice must be properly executed by either the Resident or the Resident's Legally Designated Representative and sent via certified mail to the attention of the Facility's Administrator at the address set forth above. The Notice must be post-marked within thirty (30) days of the execution of this Agreement. The Notice may also be hand-delivered to the Administrator and the acknowledgement of the Notice's receipt must be executed and dated within the same thirty (30) day period. The filing of a Claim in a court of law within the thirty (30) days provided for above will automatically rescind this Agreement without any further action by Resident or Resident's Legally Designated Representative.

(k) **Entire Agreement.** The Parties agree that, with respect to the subject matter hereof, this Agreement constitutes the full and complete understanding and agreement of the Parties. The Parties also agree that there is absolutely no agreement or reservation not clearly expressed herein, and that the execution hereof is with the full knowledge that this Agreement covers all possible Claims between the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, personal representatives, successors, purchasers and assigns.

Resident

Responsible Person

Resident Legally Designated Representative

Duly Designated Facility Representative

Title Admissions