

THE STATE OF SOUTH CAROLINA
IN THE SUPREME COURT

RECEIVED

APR 25 2014

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

S.C. SUPREME COURT

Carmen T. Mullen, Circuit Court Judge

Appellate Case No. 2011-199666
(consolidated cases)

Case No. 2011-CP-07-1610

Elizabeth O'Meara,.....Respondent,

v.

Brookdale Senior Living, Inc., Southern Assisted Living, LLC, d/b/a Carolina
House of Hilton Head, and Sonia S. King,.....Defendants,

Of whom Brookdale Senior Living, Inc. and Southern Assisted Living, LLC, d/b/a
Carolina House of Hilton Head are theAppellants.

Case No. 2011-CP-07-1700

Samuel H. Pruett, as Personal Representative for the Estate of
Yvonne Carrie Pruett,.....Respondent,

v.

Brookdale Senior Living, Inc., Southern Assisted Living, LLC, d/b/a Carolina
House of Hilton Head, and Sonia S. King,.....Defendants,

Of whom Brookdale Senior Living, Inc. and Southern Assisted Living, LLC, d/b/a
Carolina House of Hilton Head are theAppellants.

Case No. 2011-CP-07-2654

Janet Sue Scheerle,.....Respondent,

v.

Brookdale Senior Living, Inc., Southern Assisted Living, LLC, d/b/a Carolina House of Hilton Head, and Sonia S. King,.....Defendants,

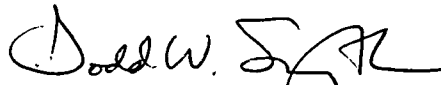
Of whom Brookdale Senior Living, Inc. and Southern Assisted Living, LLC, d/b/a Carolina House of Hilton Head are theAppellants.

CONSENT MOTION TO REMAND CONSOLIDATED CASES TO CIRCUIT COURT

THIS MATTER COMES before the Court on motion of Todd W. Smyth of Smyth Whitley, LLC, on behalf of Appellants Brookdale Senior Living, Inc. and Southern Assisted Living, LLC d/b/a Carolina House of Hilton Head, who, pursuant to the letter of the Clerk dated March 7, 2014, a copy of which is attached hereto as Exhibit 1, and the Court's opinion in Lancaster v. Georgia-Pacific Corp., 403 S.C. 136, 742 S.E.2d 867 (2013), respectfully requests that the Court remand the above-styled consolidated cases to the lower court so the parties may seek approval of settlement for the individual cases, if and as required by South Carolina law. See S.C. Code Ann. § 15-51-41 (2005). The undersigned counsel of record certify that the parties have agreed to settlement terms for each of the underlying cases.

Further, and pursuant to Appellate Court Rule 261(b), attached hereto as Exhibits 2, 3, and 4, please find proposed Settlement Agreements for each case.

Respectfully Submitted,



Todd W. Smyth, Esquire, SC Bar No. 5380
Joshua S. Whitley, Esquire, SC Bar No. 77824
Claude O. Tackett, Esquire, SC Bar No. 72988
SMYTH WHITLEY, LLC
234 Seven Farms Drive
BB&T Plaza, Suite 215
Charleston, South Carolina 29492
Phone: (843) 606-5635

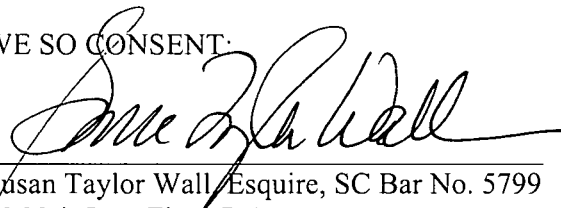
And

 (with permission)

Marcus A. Manos, Esquire, SC Bar No. 011876
Manton M. Grier, Jr., Esquire, SC Bar No. 70525
NEXSEN PRUET, LLC
1230 Main Street, Suite 700 (29201)
Post Office Drawer 2426
Columbia, South Carolina 29201
Phone: (803) 771-8900

Attorneys for the Appellants Brookdale Senior
Living, Inc. and Southern Assisted Living, LLC,
d/b/a Carolina House of Hilton Head

WE SO CONSENT:



Susan Taylor Wall, Esquire, SC Bar No. 5799
McNair Law Firm, P.A.
Post Office Box 1431
Charleston, South Carolina 29402
Phone: (843) 723-7831

Kathleen C. Barnes, Esquire, SC Bar No. 78854
McNair Law Firm, P.A.
Post Office Drawer 3
Hilton Head Island, South Carolina 29938
Phone: (843) 785-2171

Attorneys for Respondents Elizabeth O'Meara, Samuel H.
Pruett, as Personal Representative for the Estate of Yvonne
Carrie Pruett, and Janet Sue Scheerle

April 22, 2014
Charleston, South Carolina

THE STATE OF SOUTH CAROLINA
IN THE SUPREME COURT

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

Carmen T. Mullen, Circuit Court Judge

Appellate Case No. 2011-199666
(consolidated cases)

Case No. 2011-CP-07-1610

Elizabeth O'Meara,.....Respondent,

v.

Brookdale Senior Living, Inc., Southern Assisted Living, LLC, d/b/a Carolina
House of Hilton Head, and Sonia S. King,.....Defendants,

Of whom Brookdale Senior Living, Inc. and Southern Assisted Living, LLC, d/b/a
Carolina House of Hilton Head are theAppellants.

Case No. 2011-CP-07-1700

Samuel H. Pruett, as Personal Representative for the Estate of
Yvonne Carrie Pruett,.....Respondent,

v.

Brookdale Senior Living, Inc., Southern Assisted Living, LLC, d/b/a Carolina
House of Hilton Head, and Sonia S. King,.....Defendants,

Of whom Brookdale Senior Living, Inc. and Southern Assisted Living, LLC, d/b/a
Carolina House of Hilton Head are theAppellants.

Case No. 2011-CP-07-2654

Janet Sue Scheerle,.....Respondent,

v.

Brookdale Senior Living, Inc., Southern Assisted Living, LLC, d/b/a Carolina House of Hilton Head, and Sonia S. King,.....Defendants,

Of whom Brookdale Senior Living, Inc. and Southern Assisted Living, LLC, d/b/a Carolina House of Hilton Head are theAppellants.

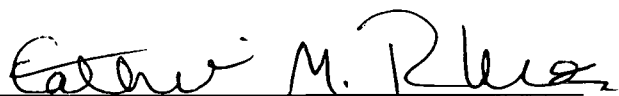
PROOF OF SERVICE

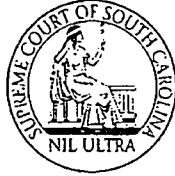
The undersigned certifies that a copy of the Appellants' Consent Motion to Remand Consolidated Cases to Circuit Court, has been served upon counsel of record by depositing a copy of same, first-class postage prepaid in the United States Mail, on the 23rd day of April, 2014, to the addresses shown below and via email to the email addresses shown:

Susan Taylor Wall, Esquire
swall@mcnair.net
McNAIR LAW FIRM, P.A.
Post Office Box 1431
Charleston, SC 29402

Kathleen C. Barnes, Esquire
KBarnes@mcnair.net
McNair Law Firm, P.A.
Post Office Drawer 3
Hilton Head Island, South Carolina 29938

Marcus A. Manos, Esquire
mmanos@nexsenpruet.com
Manton M. Grier, Jr., Esquire
mgrier@nexsenpruet.com
NEXSEN PRUET, LLC
Post Office Drawer 2426
Columbia, South Carolina 29201


Catherine M. Rhodes, Paralegal
Smyth Whitley, LLC



The Supreme Court of South Carolina

DANIEL E. SHEAROUSE
CLERK OF COURT

BRENDA F. SHEALY
CHIEF DEPUTY CLERK

POST OFFICE BOX 11330
COLUMBIA, SOUTH CAROLINA
29211

1231 GERVAIS STREET
COLUMBIA, SOUTH-CAROLINA 29201
TELEPHONE: (803) 734-1080
FAX: (803) 734-1499
www.sccourts.org

March 7, 2014

Todd W. Smyth, Esquire
234 Seven Farms Drive
BB&T Plaza, Suite 215
Charleston SC 29492

Re: O'Meara, Elizabeth v. Brookdale Senior AND Pruett, Yvonne v. Brookdale Senior AND Janet Scheerle v. Brookdale Senior
Appellate Case No. 2011-199666

Dear Mr. Smyth:

This responds to your letter dated February 27, 2014.

Please remember that if circuit court approval is required for the settlement, you will need to submit the proposed agreement to this Court under Rule 261(b), SCACR,¹ and move to have the case remanded to the circuit court to consider whether the settlement agreement should be approved. *Turner v. Georgia-Pacific Corp.*, 403 S.C. 136, 742 S.E.2d 867 (2013) ("[B]ecause the issue of parties submitting settlement agreements to the lower court while the matter is pending before this Court has arisen with increasing frequency of late, we hereby remind the bench and bar that action on a settlement may not be taken by the lower court,

¹ "If a settlement agreement relates to a matter that is pending before an appellate court, the settlement agreement need not be submitted to the appellate court unless approval by the appellate court, a lower court or tribunal is required before the agreement can be effective, or the parties desire to have the agreement approved by the appellate court."



except with regard to matters not affected by the appeal, while the matter is pending before this Court. The parties must first seek to have the matter remanded to the lower court.")

Very truly yours,

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

CLERK

cc: Kelly McPherson Jolley, Esquire
Manton M. Grier, Jr., Esquire
Marcus Angelo Manos, Esquire
Susan Taylor Wall, Esquire
Amber B. Martella, Esquire
Kathleen Gillespie Chewning, Esquire
Manton M. Grier, Esquire

FULL, FINAL, AND COMPLETE MUTUAL RELEASE AND AGREEMENT

I. DEFINITIONS

The following definitions shall apply for purposes of this Full, Final, and Complete Mutual Release and Agreement (“Agreement”):

a. “Claimant” or “Plaintiff” mean Elizabeth O’Meara through her Attorney in Fact, Thomas R. Stanton and her heirs, representatives, successors and assigns.

b. “Claim” or “Claims” means claims that are or could have been asserted by either party in Civil Action No. 2011-CP-07-01610.

c. “Releasees” means Defendants Brookdale Senior Living, Inc. and Southern Assisted Living, LLC, d/b/a Carolina House of Hilton Head and their past, present and future officers, directors, employees, agents, parent companies, subsidiaries, divisions, affiliates, insurers and attorneys; Beazley plc; and the respective predecessors, successors and assigns of each of the foregoing.

d. “CMS” means the Centers for Medicare & Medicaid Services within the U.S. Department of Health and Human Services, including any agents or contractors of CMS.

e. “Settlement Payment” means payment from Defendants to Plaintiff in the amount of Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00).

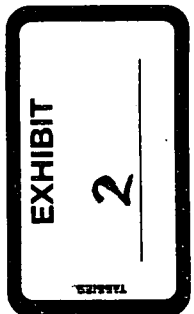
g. “MMSEA” means the Medicare, Medicaid, and SCHIP Extension Act of 2007 (P.L. 110-173).

h. “MSP Statute” means the Medicare Secondary Payer statute. 42 U.S.C. § 1395y(b).

i. “Conditional Payments” shall have the meaning ascribed to it under the MSP Statute and implementing regulations.

II. MUTUAL RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS: That, for payment of Seven Hundred Fifty Thousand and NO/100 Dollars (\$750,000.00), and for other valuable consideration set forth herein, the receipt of and sufficiency of which is hereby acknowledged, Claimant for herself and her heirs, executors, administrators, successors, and assigns, does hereby fully and completely release and forever discharge and hold harmless Releasees, including but not limited to their



past, present and future members, sister companies, parent companies, officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, insurers, Beazley plc, predecessors and successors in interest, and assigns and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated; of and from any and all claims, demands, damages, actions, causes of action, or suits, at law or in equity, of whatsoever kind or nature, for or because of any matter or thing done, omitted, or suffered to be done by anyone, prior to and including the date hereof, on account of all injuries and damages resulting or to result from Claimant's Claims made in the case captioned "Elizabeth O' Meara v. Brookdale Senior Living, Inc., Southern Assisted Living, LLC d/b/a Carolina House of Hilton Head and Sonia King" filed in the Court of Common Pleas, County of Beaufort, State of South Carolina, Civil Action No.: 2011-CP-07-01610.

This release shall be a fully binding and complete settlement among the Claimant, the Releasees, and their heirs, assigns and successors.

The Claimant acknowledges and agrees that the release and discharge set forth above is a general and full release. Claimant expressly waives and assumes the risk of any and all claims for damages which exist as of this date, but of which Claimant does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect Claimant's decision to enter into this Agreement. Claimant further agrees that she has accepted payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact set forth in Civil Action No. 2011-CP-07-01610 and as further set forth herein. Claimant assumes the risk that the facts or law may be other than Claimant believes. It is understood and agreed to by the Parties that this Agreement is a compromise of a doubtful and disputed claim, and the Settlement Payment is not to be construed as an admission of liability on the part of the Releasees, by whom liability is expressly denied.

That for the consideration of a dismissal with prejudice of Civil Action No.: 2011-CP-07-01610, and any appeal of said case, Releasees agree to release and discharge any claims made or that could be made against Claimant, as defined, and her heirs, executors, administrators, successors, agents, assigns, and attorneys, and that the same is binding upon Releasees, including but not limited to their past, present, and future members, sister companies, parent companies, officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, insurers, predecessors and successors in interest, and assigns and

all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated.

III. ATTORNEY'S FEES

Each Party hereto shall bear its own attorney's fees and costs arising from the lawsuit referenced, and any appeal thereof, this Agreement and the matters and documents referred to herein, the filing of a Dismissal of the Complaint, and all related matters.

IV. DELIVERY OF DISMISSAL WITH PREJUDICE

After the execution of this Agreement, and after payment of the Settlement Payment stated herein, Claimant's Counsel shall deliver to counsel for Defendants, an executed Dismissal with Prejudice of the Complaint. Claimant hereby authorizes counsel for the Defendants to file said Dismissal with the Court and enter it as a matter of record, contingent upon Defendants' payment to Claimant as stated herein.

V. WARRANTY OF CAPACITY TO EXECUTE AGREEMENT

Claimant and Releasees represent and warrant that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Agreement, except as otherwise set forth herein; that the signatories below have the sole right and exclusive authority to execute this Agreement and receive and pay the sums specified in it; and that neither party has sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Agreement. Further, this Agreement is being executed by Thomas R. Stanton, as Attorney in Fact for Elizabeth O'Meara, pursuant to that Power of Attorney dated October 15, 2002, and filed in the Recorder's Office of Montgomery County in the State of Ohio on July 31, 2006 and the Beaufort County Register of Deeds on October 25, 2010, in Book 03004 at Pages 0272-0273. Claimant's Attorney in Fact, Thomas R. Stanton, is empowered to enter into this Agreement, and has conducted the necessary due diligence required to make all warranties set forth in this Agreement.

VI. NO ADMISSION OF FAULT OR LIABILITY

Claimant understands that the Releasees, by reason of agreeing to this compromise payment, do not admit liability of any sort. The Releasees have made no Agreement or promise to do, or omit to do, any act or thing not set forth in this Agreement. Claimant further understands that this Agreement is made as a compromise to avoid and minimize expenses and litigation and to terminate all controversies and claims for injuries or damage, of whatsoever nature, known or unknown, specifically including future developments thereof or complications therefrom, the possibility of which is specifically recognized by Claimant, in any way growing out of or connected with this Claim, incident, damages, or injuries, as pled or could have been pled in Civil Action No. 2011-CP-07-01610.

VII. HOLD HARMLESS

Claimant further agrees that, in the event any claim or demand is made, civil suit is filed, or any other civil action is brought, however it may be denominated, against the Releasees, in any way related to or arising out of Claims as set forth in Civil Action No. 2011-CP-07-01610 and the alleged injuries and damages of Claimant related thereto, including, but not limited to, any Claim made concerning the care of Elizabeth O'Meara by the Defendants, known or unknown, then Claimant will indemnify, defend, and hold the Releasees harmless from such claims, suits, judgment arising from any such claim or suit and, to the extent necessary, fully cooperate with the defense of the same.

Claimant further agrees to indemnify and hold harmless Releasees from any and all claims, demands, liens, subrogated interests, and causes of action of any nature or character that have been or may in the future be asserted by Medicare or any caregiver, medical provider, entity or insurer arising from the Claims made in this case, the care of Elizabeth O'Meara by the Defendants, this Agreement, the Settlement Payment and Claimant's right to said payment, any conditional payments made by Medicare, or any other medical expenses or payments arising from or related to any alleged accident, occurrence, injury, illness, disease, loss, claim, demand, or damages that are the subject of Civil Action No. 2011-CP-07-01610 or this Agreement, including but not limited to: (a) all claims and demands for reimbursement of conditional payments, or for damages or double damages based upon any failure to reimburse Medicare for conditional payments; and (b) all claims and demands for penalties based upon any failure to

report, late reporting, or other noncompliance with or violation of MMSEA Section 111 that is based in whole or in part upon late, inaccurate, or inadequate information provided to Releasees by Claimant or upon any failure of Claimant to provide information. This indemnification obligation includes all damages, double damages, fines, penalties, attorneys' fees, costs, interest, expenses, and judgments incurred by Releasees in connection with such claims, demands, subrogated interests, or causes of action. Except as otherwise stated herein, this Hold Harmless and Indemnification provision does not apply to or include any criminal or civil action brought against Releasees by any governmental entity for an alleged violation of state or federal law.

VIII. INTENTIONS OF THE PARTIES

It is agreed between the Parties that this Agreement represents the sole intentions of the Parties. It serves to release all claims, known or unknown, expected or unexpected, arising out of the above-detailed claim and Civil Action No. 2011-CP-07-01610. This Agreement will not be challenged, subsequently, as not reflecting the sole intentions of the Parties. It is further agreed if any section or part of this Agreement is held to be invalid by a court of law, the remaining portions of this Agreement shall continue to be in full force and effect.

IX. ADVICE OF COUNSEL

Claimant, through her Attorney in Fact, represents and warrants that she has been advised by her counsel of choice before entering into this Agreement with respect to loss, damages, injuries, and the potential recovery therefrom as a result of her alleged claims, as well as all aspects of this Agreement, including but not limited to the terms of and any obligations arising under MMSEA, the MSP Statute, and implementing agency regulations and guidance with respect to the reimbursement of Medicare for conditional payments. It is understood and agreed that no mistake of law or mistake of fact, including but not limited to any mistake with respect to any obligation to reimburse Medicare for conditional payments or any mistake with respect to the amount of such obligation, shall constitute a basis for rescission or reformation or render any portion of this Agreement void or voidable.

Releasees represent and warrant that they have been advised by their counsel of choice before entering into this Agreement with respect to loss, damages, injuries, and the effect of payment and settlement of the Claims, as well as all other aspects of this Agreement, including but

not limited to the terms of and any obligations arising under MMSEA, the MSP Statute, and implementing agency regulations and guidance with respect to the reimbursement of Medicare for conditional payments. It is understood and agreed that no mistake of law or mistake of fact, including but not limited to any mistake with respect to any obligation to reimburse Medicare for conditional payments or any mistake with respect to the amount of such obligation, shall constitute a basis for rescission or reformation or render any portion of this Agreement void or voidable. Releasees are solely responsible for any reporting requirements, tax implications, and other matters occasioned by this Agreement as may be pertinent to Releasees as an insurer, publicly traded company or otherwise.

Claimant and Releasees mutually agree they have not been influenced, to any extent whatsoever, in making this Agreement by any representation or statements regarding the claim, defenses, the legal liability therefor, or regarding other matters made by persons, firms, or corporations who are hereby released or are providing a release or by any person or persons representing either Party.

Claimant and Releasees admit that no representations of fact or opinion have been made by the other Party or by anyone on their behalf, to induce this compromise with respect to the extent, nature, or permanency of said injuries or damages or recovery therefrom and settlement thereof, and that the sum paid to the Claimant and accepted by her is solely by way of settlement, compromise, and final disposition of a disputed claim. It is therefore specifically agreed that this Agreement shall, forever, be a final and complete bar to and full satisfaction of all claims or suits for injuries or damages, of whatsoever nature, resulting or to result from the incident giving rise to this Claim.

X. ACCESS TO INFORMATION

Claimant and Claimant's counsel and Releasees and Releasees' counsel mutually agree to provide in writing and/or by production of documents any and all additional information requested by Claimant or Releasees to facilitate and meet Claimant or Releasees' reporting and reimbursement obligations (if any) under MMSEA, the MSP Statute and regulations, and CMS guidance or to respond to any claim or demand asserting any reporting violations, penalties, or reimbursement liabilities thereunder within 30 (thirty) days of such a request. This obligation continues until all of Medicare's interests related to prior conditional payments arising from or related to any alleged accident, occurrence, injury, illness, disease, loss, claim, demand, or

damages that are the subject of the Claims and this Agreement have been fully resolved and satisfied. Such information may include, but is not limited to, Elizabeth O'Meara's full name; Social Security Number (SSN) and Medicare Health Insurance Claim Number (HICN); gender and date of birth; information regarding any alleged accident, occurrence, injury, illness, disease, loss, claims, demands, or damages that are the subject of the Claim or Agreement herein, including coordination of benefits questionnaires and any other correspondence with CMS or CMS contractors regarding such information; information regarding any medical services or items provided to Claimant, including diagnosis codes; and information or documents regarding any payments or conditional payment to or on behalf of Claimant by Medicare with respect to such medical services or items that are the subject of the Claims, including but not limited to, Conditional Payment Notices, Conditional Payment Letters, Demand Letters, Intent to Refer Letters and any other related correspondence received from CMS, the Coordination of Benefits Contractor (COBC), or the MSP Recovery Contractor.

XI. MEDICARE ELIGIBILITY AND ENROLLMENT

Claimant and Claimant's counsel and Releasees and Releasees' counsel are aware of Medicare's interest in this settlement to the extent that Medicare has made any conditional payments for medical services or items for or on behalf of Claimant arising from or related to any alleged accident, occurrence, injury, illness, disease, loss, claim, demand, or damages that are the subject of the Claims and this Agreement. Claimant and Claimant's counsel have reported the Claims to CMS. Claimant shall notify CMS of the execution of this Agreement and request in writing a Final Payment Notice and Demand Letter with a final determination of the total amount due in reimbursement with respect to Claimant for all conditional payments made by Medicare and arising from or relating to any alleged accident, occurrence, injury, illness, disease, loss, claim, demand, or damages that are the subject of the Claims and this Agreement ("Total Reimbursement Amount"). Claimant also agrees to provide Releasees' counsel with a copy of the return correspondence and requested Final Payment information from CMS.

XII. MEDICARE REIMBURSEMENT OBLIGATIONS

1. Claimant acknowledges and agrees that it is her responsibility pursuant to this Agreement, and not the responsibility of Releasees, to reimburse Medicare to the extent that

Medicare has made any conditional payments for medical services or items for or on behalf of Claimant and arising from or related to any alleged accident, occurrence, injury, illness, disease, loss, claim, demand, or damages that are the subject of the Claims and this Agreement; and further agrees, warrants, and represents as follows:

2. Claimant's counsel will hold Claimant's portion of the Settlement Payment in trust and shall not distribute any portion of same to Claimant until the Total Reimbursement Amount for Claimant has been paid to Medicare, and all of Medicare's interests related to conditional payments arising from or related to any alleged accident, occurrence, injury, illness, disease, loss, claim, demand, or damages that are the subject of the Claims and this Agreement have been fully resolved and satisfied.

3. Within thirty (30) days from the date on which CMS issues a final determination of the Total Reimbursement Amount with respect to Claimant, Claimant shall reimburse Medicare for any conditional payments in accordance with the Court's Order approving this Agreement and the Demand Letter issued by CMS, which payment shall be made from Claimant's portion of the Settlement Payment held in trust by Claimant's counsel.

4. Claimant will provide to Releasees' counsel written documentation from Medicare proving satisfaction of all of Medicare's interests related to prior conditional payments arising from or related to any alleged accident, occurrence, injury, illness, disease, loss, claim, demand, or damages that are the subject of the Claims and this Agreement.

5. In the event the amount of Claimant's portion of the Settlement Payment, which is equal to the Settlement Payment minus Claimant's attorney's fees and costs, is less than the Total Reimbursement Amount determined by Medicare, Claimant will pay to Medicare the total amount of Claimant's portion of the Settlement Payment to Medicare to be applied to Medicare's interests related to conditional payments arising from or related to any alleged accident, occurrence, injury, illness, disease, loss, claim, demand, or damages that are the subject of the Claims and this Agreement. Claimant acknowledges and agrees that it is her responsibility pursuant to this Agreement, and not the responsibility of Releasees, to reimburse Medicare for any conditional payments made by Medicare on behalf of Claimant and not satisfied by the Settlement Payment.

6. In the event that any expenses arising from or related to any alleged accident, occurrence, injury, illness, disease, loss, claim, demand, or damages that are the subject of the Claims and this Agreement are paid by Medicare after the date of this Agreement, Claimant acknowledges and agrees that it is Claimant's responsibility pursuant to this Agreement, and not the responsibility of Releasees, to reimburse Medicare for such payments.

XIII. OTHER LIENS AND CLAIMS

Claimant represents and warrants that no Medicaid payments have been made to or on behalf of Elizabeth O'Meara related to the Claims and that no liens, claims, demands, subrogated interests, or causes of action of any nature or character exist or have been asserted by any individual, entity, government agency, insurance company, physician, hospital, ambulance service, or other medical provider, arising from or relating to the Claims or this Agreement, the payment of the Settlement Payment, or any medical expense or payments arising from or related to any alleged accident, occurrence, injury, illness, disease, loss, claim, demand, or damages that are subject to these Claims or this Agreement except as otherwise stated herein. Claimant further agrees that Claimant, and not Releasees, shall be responsible for satisfying all such liens, claims, demands, subrogated interests, or causes of action that may exist or have been asserted or that may in the future exist or be asserted.

XIV. REMEDIES FOR BREACH

It is understood and agreed that Releasees expressly rely upon the promises, representations, and warranties made by Claimant in this Agreement, and that Claimant expressly relies upon the promises, representations, and warranties made by Releasees in this Agreement; that a material breach by either party of such promises, representations, and warranties would constitute a material breach of this Agreement; and that in the event of any such material breach the aggrieved party may apply to the Court for appropriate relief to include, in the discretion of the Court, but not limited to: (a) specific enforcement of all promises and undertakings made by the parties hereunder; (b) the costs and attorney fees associated with the pursuit thereof; and (c) all other relief and damages available at law or in equity. The parties consent to the exclusive jurisdiction and venue in the Court of Common Pleas of Beaufort

County, South Carolina, to resolve any dispute under this Agreement and to enforce any terms of the Agreement.

XV. CONFIDENTIALITY

The terms of this Agreement, the amount of the Settlement Payment, and all information regarding the negotiation of this Agreement shall be maintained in confidence and shall not be disclosed by either party, except: (1) to those within Releasees' organization and Claimant's family who have a need to know and then only as to the material terms of this Agreement including the confidentiality of the same, (2) as required to inform the South Carolina Supreme Court, the Circuit Court, or any other court, of the settlement of the Claims or Civil Action No. 2011-CP-07-01610, (3) by court order or by order of a government agency, (4) as required by law, (5) for tax purposes or (6) as necessary to enforce any of the terms of this Agreement.

Claimant and Releasees further agree that neither they nor their agents or representatives will contact any news media, issue any press release, or reveal to any news media any information whatsoever relating to this Agreement, the terms of this Agreement, the amount of the Settlement Payment, or the negotiation of this Agreement. Otherwise, the term "settled" or "settlement" is not prohibited by this Agreement. The Parties acknowledge that any court or governmental entity may choose to publish information related to the Claims and the Settlement hereunder, and no Party shall be held responsible for same.

Notwithstanding any other provision of this Agreement or any prior confidentiality Agreement between or among any of the Parties, Releasees and Claimant may disclose: (a) information relating to this Agreement to their respective accountants, auditors, and reinsurers, and to government agencies; (b) information relating to this Agreement for purposes of complying with any reporting and/or reimbursement obligations under the MSP Statute and MMSEA, or responding to any claim, demand, or audit asserting any reporting violations, penalties, or reimbursement liabilities thereunder, including but not limited to the disclosure of such information to the Department of Health and Human Services and/or CMS and any agents or contractors of Releasees or Claimant for such purposes; (c) information as may be necessary to any Court requesting same and to effectuate dismissal of the lawsuit and appeal thereof. To the extent the permission of any Court or government agency or a modification of any

confidentiality order or protective order is needed to implement the purposes of this provision, each Party agrees to cooperate in seeking such permission or modification. The parties, their affiliates, successors, subsidiaries, and any agents, officers and employees thereof, also mutually agree to not comment publicly or privately, or make any disparaging communication to or with any non-party concerning the allegations made in the case or defenses asserted, or concerning the underlying facts giving rise to this action, or to the terms of settlement or the reasons for the settlement. The Parties acknowledge and agree they received fair and valuable consideration for this provision.

XVI. MISCELLANEOUS PROVISIONS

1. The Releasees do not warrant any tax benefits and/or consequences arising from this Agreement or any related or incidental Agreements. Each Party bears its own responsibility as to tax implications of payment and receipt of payment hereunder.

2. All parties agree to execute any and all supplementary documents reasonably necessary and to take all additional steps reasonably necessary, if such is needed, to give full force and effect to the terms and intent of this Agreement.

3. It is also understood and agreed that all sums set forth herein constitute damages on account of physical injuries or sickness, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

4. The representations and warranties made in this Agreement shall be deemed material to the rights and obligations of the parties under this Agreement.

5. This Agreement contains the entire Agreement between the Releasees and the Claimant and shall be binding upon and inure to the benefit of the administrators, heirs, successors and assigns of the Releasees and Claimant.

6. This Agreement is entered into in the State of South Carolina and shall be construed and interpreted in accordance with its laws.

CAUTION: READ BEFORE SIGNING.
FULL, FINAL, AND COMPLETE RELEASE.
THIS RELEASE ENDS ALL CLAIMS.

IN WITNESS WHEREOF, the Parties hereunto sets their hands and seals this ____ day of _____, 2014.

SIGNED SEALED AND DELIVERED IN THE PRESENCE OF:

Witness

Thomas R. Stanton, as Attorney in Fact for Elizabeth O'Meara

Witness

We, the undersigned attorneys for the Claimant, hereby certify that the contents and meanings of this Full, Final and Complete Mutual Release and Agreement have been carefully and fully explained to Claimant's Attorney in Fact Thomas R. Stanton.

Susan Taylor Wall, Esquire
McNair Law Firm, P.A.
Post Office Box 1431
Charleston, South Carolina 29402
Phone: (843)723-7831

Kathleen C. Barnes, Esquire
McNair Law Firm, P.A.
Post Office Drawer 3
Hilton Head Island, South Carolina 29938
(843)785-2171
Attorneys for Claimant

DATED: April _____, 2014

Witness

Brookdale Senior Living, Inc.

Witness

Witness

Southern Assisted Living, LLC, d/b/a Carolina
House of Hilton Head

Witness

We, the undersigned attorneys for the Defendants, hereby certify that the contents and meanings of this Full, Final and Complete Mutual Release and Agreement have been carefully and fully explained to the Defendants.

Todd W. Smyth, Esquire
Smyth Whitley, LLC
234 Seven Farms Drive
BB&T Plaza, Suite 215
Charleston, South Carolina 29492
Phone: (843)606-5635
Attorneys for Defendants and Releasees

DATED: April _____, 2014

FULL, FINAL, AND COMPLETE MUTUAL RELEASE AND AGREEMENT

I. DEFINITIONS

The following definitions shall apply for purposes of this Full, Final, and Complete Mutual Release and Agreement (“Agreement”):

a. “Claimant” or “Plaintiff” mean Samuel H. Pruett, as Personal Representative of the Estate of Yvonne Carrie Pruett and all heirs, assigns, beneficiaries, representatives, and successors of the Estate of Yvonne Carrie Pruett.

b. “Claim” or “Claims” means claims that are or could have been asserted by either party in Civil Action No. 2011-CP-07-01700.

c. “Releasees” means Defendants Brookdale Senior Living, Inc. and Southern Assisted Living, LLC, d/b/a Carolina House of Hilton Head and their past, present and future officers, directors, employees, agents, parent companies, subsidiaries, divisions, affiliates, insurers and attorneys; Beazley plc; and the respective predecessors, successors and assigns of each of the foregoing.

d. “CMS” means the Centers for Medicare & Medicaid Services within the U.S. Department of Health and Human Services, including any agents or contractors of CMS.

e. “Settlement Payment” means payment from Defendants to Plaintiff in the amount of Seven Hundred Thousand and No/100 Dollars (\$700,000.00).

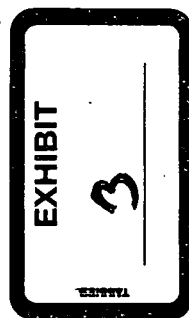
g. “MMSEA” means the Medicare, Medicaid, and SCHIP Extension Act of 2007 (P.L. 110-173).

h. “MSP Statute” means the Medicare Secondary Payer statute. 42 U.S.C. § 1395y(b).

i. “Conditional Payments” shall have the meaning ascribed to it under the MSP Statute and implementing regulations.

II. MUTUAL RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS: That, for payment of Seven Hundred Thousand and NO/100 Dollars (\$700,000.00), and for other valuable consideration set forth herein, the receipt of and sufficiency of which is hereby acknowledged, Claimant for the Estate of Yvonne Carrie Pruett and all heirs, assigns, beneficiaries, representatives, and successors of



the Estate of Yvonne Carrie Pruett, does hereby fully and completely release and forever discharge and hold harmless Releasees, including but not limited to their past, present and future members, sister companies, parent companies, officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, insurers, Beazley plc, predecessors and successors in interest, and assigns and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated; of and from any and all claims, demands, damages, actions, causes of action, or suits, at law or in equity, of whatsoever kind or nature, for or because of any matter or thing done, omitted, or suffered to be done by anyone, prior to and including the date hereof, on account of all injuries and damages resulting or to result from Claimant's Claims made in the case captioned "Samuel H. Pruett, as Personal Representative of the Estate of Yvonne Carrie Pruett v. Brookdale Senior Living, Inc., Southern Assisted Living, LLC d/b/a Carolina House of Hilton Head and Sonia King" filed in the Court of Common Pleas, County of Beaufort, State of South Carolina, Civil Action No.: 2011-CP-07-01700.

This release shall be a fully binding and complete settlement among the Claimant, the Releasees, and their heirs, assigns and successors.

The Claimant acknowledges and agrees that the release and discharge set forth above is a general and full release. Claimant expressly waives and assumes the risk of any and all claims for damages which exist as of this date, but of which Claimant does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect Claimant's decision to enter into this Agreement. Claimant further agrees that he has accepted payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact set forth in Civil Action No. 2011-CP-07-01700 and as further set forth herein. Claimant assumes the risk that the facts or law may be other than Claimant believes. It is understood and agreed to by the Parties that this Agreement is a compromise of a doubtful and disputed claim, and the Settlement Payment is not to be construed as an admission of liability on the part of the Releasees, by whom liability is expressly denied.

That for the consideration of a dismissal with prejudice of Civil Action No.: 2011-CP-07-01700, and any appeal of said case, Releasees agree to release and discharge any claims made or that could be made against Claimant, as defined, and her heirs, executors, administrators, successors, agents, assigns, and attorneys, and that the same is binding upon Releasees, including

but not limited to their past, present, and future members, sister companies, parent companies, officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, insurers, predecessors and successors in interest, and assigns and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated.

III. ATTORNEY'S FEES

Each Party hereto shall bear its own attorney's fees and costs arising from the lawsuit referenced, and any appeal thereof, this Agreement and the matters and documents referred to herein, the filing of a Dismissal of the Complaint, and all related matters.

IV. DELIVERY OF DISMISSAL WITH PREJUDICE

After the execution of this Agreement, and after payment of the Settlement Payment stated herein, Claimant's Counsel shall deliver to counsel for Defendants, an executed Dismissal with Prejudice of the Complaint. Claimant hereby authorizes counsel for the Defendants to file said Dismissal with the Court and enter it as a matter of record, contingent upon Defendants' payment to Claimant as stated herein.

V. WARRANTY OF CAPACITY TO EXECUTE AGREEMENT

Claimant and Releasees represent and warrant that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Agreement, except as otherwise set forth herein; that the signatories below have the sole right and exclusive authority to execute this Agreement and receive and pay the sums specified in it; and that neither party has sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Agreement. Further, this Agreement is being executed by Samuel H. Pruett, as Personal Representative of the Estate of Yvonne Carrie Pruett, pursuant to the Order of the Probate Court of Beaufort County dated June 12, 2012, appointing him as Personal Representative. Claimant further warrants he is empowered to enter into this Agreement pursuant to the Petition to the Court of Common Pleas for Beaufort County for Approval of the within settlement and its Order granted thereon dated

_____ and has conducted the necessary due diligence required to make all warranties set forth in this Agreement.

VI. NO ADMISSION OF FAULT OR LIABILITY

Claimant understands that the Releasees, by reason of agreeing to this compromise payment, do not admit liability of any sort. The Releasees have made no agreement or promise to do, or omit to do, any act or thing not set forth in this Agreement. Claimant further understands that this Agreement is made as a compromise to avoid and minimize expenses and litigation and to terminate all controversies and claims for injuries or damage, of whatsoever nature, known or unknown, specifically including future developments thereof or complications therefrom, the possibility of which is specifically recognized by Claimant, in any way growing out of or connected with this Claim, incident, damages, or injuries, as pled or could have been pled in Civil Action No. 2011-CP-07-01700.

VII. HOLD HARMLESS

Claimant further agrees that, in the event any claim or demand is made, civil suit is filed, or any other civil action is brought, however it may be denominated, against the Releasees, in any way related to or arising out of Claims as set forth in Civil Action No. 2011-CP-07-01700 and the alleged injuries and damages of Claimant related thereto, including, but not limited to, any Claim made concerning the care of Yvonne Carrie Pruett by the Defendants, known or unknown, then Claimant will indemnify, defend, and hold the Releasees harmless from such claims, suits, judgment arising from any such claim or suit and, to the extent necessary, fully cooperate with the defense of the same.

Claimant further agrees to indemnify and hold harmless Releasees from any and all claims, demands, liens, subrogated interests, and causes of action of any nature or character that have been or may in the future be asserted by Medicare or any caregiver, medical provider, entity or insurer arising from the Claims made in this case, the care of Yvonne Carrie Pruett by the Defendants, this Agreement, the Settlement Payment and Claimant's right to said payment, any conditional payments made by Medicare, or any other medical expenses or payments arising from or related to any alleged accident, occurrence, injury, illness, disease, loss, claim, demand, or damages that are the subject of Civil Action No. 2011-CP-07-01700 or this Agreement,

including but not limited to: (a) all claims and demands for reimbursement of conditional payments, or for damages or double damages based upon any failure to reimburse Medicare for conditional payments; and (b) all claims and demands for penalties based upon any failure to report, late reporting, or other noncompliance with or violation of MMSEA Section 111 that is based in whole or in part upon late, inaccurate, or inadequate information provided to Releasees by Claimant or upon any failure of Claimant to provide information. This indemnification obligation includes all damages, double damages, fines, penalties, attorneys' fees, costs, interest, expenses, and judgments incurred by Releasees in connection with such claims, demands, subrogated interests, or causes of action. Except as otherwise stated herein, this Hold Harmless and Indemnification provision does not apply to or include any criminal or civil action brought against Releasees by any governmental entity for an alleged violation of state or federal law.

VIII. INTENTIONS OF THE PARTIES

It is agreed between the Parties that this Agreement represents the sole intentions of the Parties. It serves to release all claims, known or unknown, expected or unexpected, arising out of the above-detailed claim and Civil Action No. 2011-CP-07-01700. This Agreement will not be challenged, subsequently, as not reflecting the sole intentions of the Parties. It is further agreed if any section or part of this Agreement is held to be invalid by a court of law, the remaining portions of this Agreement shall continue to be in full force and effect.

IX. ADVICE OF COUNSEL

Claimant represents and warrants that he has been advised by his counsel of choice before entering into this Agreement with respect to loss, damages, injuries, and the potential recovery therefrom as a result of the alleged claims, as well as all aspects of this Agreement, including but not limited to the terms of and any obligations arising under MMSEA, the MSP Statute, and implementing agency regulations and guidance with respect to the reimbursement of Medicare for conditional payments. It is understood and agreed that no mistake of law or mistake of fact, including but not limited to any mistake with respect to any obligation to reimburse Medicare for conditional payments or any mistake with respect to the amount of such obligation, shall constitute a basis for rescission or reformation or render any portion of this Agreement void or voidable.

Releasees represent and warrant that they have been advised by their counsel of choice before entering into this Agreement with respect to loss, damages, injuries, and the effect of payment and settlement of the Claims, as well as all other aspects of this Agreement, including but not limited to the terms of and any obligations arising under MMSEA, the MSP Statute, and implementing agency regulations and guidance with respect to the reimbursement of Medicare for conditional payments. It is understood and agreed that no mistake of law or mistake of fact, including but not limited to any mistake with respect to any obligation to reimburse Medicare for conditional payments or any mistake with respect to the amount of such obligation, shall constitute a basis for rescission or reformation or render any portion of this Agreement void or voidable. Releasees are solely responsible for any reporting requirements, tax implications, and other matters occasioned by this Agreement as may be pertinent to Releasees as an insurer, publicly traded company or otherwise.

Claimant and Releasees mutually agree they have not been influenced, to any extent whatsoever, in making this Agreement by any representation or statements regarding the claim, defenses, the legal liability therefor, or regarding other matters made by persons, firms, or corporations who are hereby released or are providing a release or by any person or persons representing either Party.

Claimant and Releasees admit that no representations of fact or opinion have been made by the other Party or by anyone on their behalf, to induce this compromise with respect to the extent, nature, or permanency of said injuries or damages or recovery therefrom and settlement thereof, and that the sum paid to the Claimant and accepted by him is solely by way of settlement, compromise, and final disposition of a disputed claim. It is therefore specifically agreed that this Agreement shall, forever, be a final and complete bar to and full satisfaction of all claims or suits for injuries or damages, of whatsoever nature, resulting or to result from the incident giving rise to this Claim.

X. ACCESS TO INFORMATION

Claimant and Claimant's counsel and Releasees and Releasees' counsel mutually agree to provide in writing and/or by production of documents any and all additional information requested by Claimant or Releasees to facilitate and meet Claimant or Releasees' reporting and reimbursement obligations (if any) under MMSEA, the MSP Statute and regulations, and CMS guidance or to respond to any claim or demand asserting any reporting violations, penalties, or

reimbursement liabilities thereunder within 30 (thirty) days of such a request. This obligation continues until all of Medicare's interests related to prior conditional payments arising from or related to any alleged accident, occurrence, injury, illness, disease, loss, claim, demand, or damages that are the subject of the Claims and this Agreement have been fully resolved and satisfied. Such information may include, but is not limited to, Yvonne Carrie Pruettt's full name; Social Security Number (SSN) and Medicare Health Insurance Claim Number (HICN); gender and date of birth; information regarding any alleged accident, occurrence, injury, illness, disease, loss, claims, demands, or damages that are the subject of the Claim or Agreement herein, including coordination of benefits questionnaires and any other correspondence with CMS or CMS contractors regarding such information; information regarding any medical services or items provided to Claimant, including diagnosis codes; and information or documents regarding any payments or conditional payment to or on behalf of Claimant by Medicare with respect to such medical services or items that are the subject of the Claims, including but not limited to, Conditional Payment Notices, Conditional Payment Letters, Demand Letters, Intent to Refer Letters and any other related correspondence received from CMS, the Coordination of Benefits Contractor (COBC), or the MSP Recovery Contractor.

XI. MEDICARE ELIGIBILITY AND ENROLLMENT

Claimant and Claimant's counsel and Releasees and Releasees' counsel are aware of Medicare's interest in this settlement to the extent that Medicare has made any conditional payments for medical services or items for or on behalf of Claimant arising from or related to any alleged accident, occurrence, injury, illness, disease, loss, claim, demand, or damages that are the subject of the Claims and this Agreement. Claimant and Claimant's counsel have reported the Claims to CMS. Claimant shall notify CMS of the execution of this Agreement and request in writing a Final Payment Notice and Demand Letter with a final determination of the total amount due in reimbursement with respect to Claimant for all conditional payments made by Medicare and arising from or relating to any alleged accident, occurrence, injury, illness, disease, loss, claim, demand, or damages that are the subject of the Claims and this Agreement ("Total Reimbursement Amount"). Claimant also agrees to provide Releasees' counsel with a copy of the return correspondence and requested Final Payment information from CMS.

XII. MEDICARE REIMBURSEMENT OBLIGATIONS

1. Claimant acknowledges and agrees that it is the responsibility of the Estate of Yvonne Carrie Pruett pursuant to this Agreement, and not the responsibility of Releasees, to reimburse Medicare to the extent that Medicare has made any conditional payments for medical services or items for or on behalf of Claimant and arising from or related to any alleged accident, occurrence, injury, illness, disease, loss, claim, demand, or damages that are the subject of the Claims and this Agreement; and further agrees, warrants, and represents as follows:

2. Claimant's counsel will hold Five Thousand and 00/100 Dollars (\$5,000.00) of the Settlement Payment in trust and shall not distribute any portion of the \$5,000.00 to Claimant until the Total Reimbursement Amount for Claimant has been paid to Medicare, and all of Medicare's interests related to conditional payments arising from or related to any alleged accident, occurrence, injury, illness, disease, loss, claim, demand, or damages that are the subject of the Claims and this Agreement have been fully resolved and satisfied.

3. Within thirty (30) days from the date on which CMS issues a final determination of the Total Reimbursement Amount with respect to Claimant, Claimant shall reimburse Medicare for any conditional payments in accordance with the Court's Order approving this Agreement and the Demand Letter issued by CMS, which payment shall be made from Claimant's portion of the Settlement Payment held in trust by Claimant's counsel.

4. Claimant will provide to Releasees' counsel written documentation from Medicare proving satisfaction of all of Medicare's interests related to prior conditional payments arising from or related to any alleged accident, occurrence, injury, illness, disease, loss, claim, demand, or damages that are the subject of the Claims and this Agreement.

5. In the event the amount of Claimant's portion of the Settlement Payment, which is equal to the Settlement Payment minus Claimant's attorney's fees and costs, is less than the Total Reimbursement Amount determined by Medicare, Claimant will pay to Medicare the total amount of Claimant's portion of the Settlement Payment to Medicare to be applied to Medicare's interests related to conditional payments arising from or related to any alleged accident, occurrence, injury, illness, disease, loss, claim, demand, or damages that are the subject of the Claims and this Agreement. Claimant acknowledges and agrees that it is the responsibility of the

Estate of Yvonne Carrie Pruett pursuant to this Agreement, and not the responsibility of Releasees, to reimburse Medicare for any conditional payments made by Medicare on behalf of Claimant and not satisfied by the Settlement Payment.

6. In the event that any expenses arising from or related to any alleged accident, occurrence, injury, illness, disease, loss, claim, demand, or damages that are the subject of the Claims and this Agreement are paid by Medicare after the date of this Agreement, Claimant acknowledges and agrees that it is Claimant's responsibility pursuant to this Agreement, and not the responsibility of Releasees, to reimburse Medicare for such payments.

XIII. OTHER LIENS AND CLAIMS

Claimant represents and warrants that no Medicaid payments have been made to or on behalf of Yvonne Carrie Pruett related to the Claims and that no liens, claims, demands, subrogated interests, or causes of action of any nature or character exist or have been asserted by any individual, entity, government agency, insurance company, physician, hospital, ambulance service, or other medical provider, arising from or relating to the Claims or this Agreement, the payment of the Settlement Payment, or any medical expense or payments arising from or related to any alleged accident, occurrence, injury, illness, disease, loss, claim, demand, or damages that are subject to these Claims or this Agreement, except as otherwise stated herein. Claimant further agrees that Claimant, and not Releasees, shall be responsible for satisfying all such liens, claims, demands, subrogated interests, or causes of action that may exist or have been asserted or that may in the future exist or be asserted.

XIV. REMEDIES FOR BREACH

It is understood and agreed that Releasees expressly rely upon the promises, representations, and warranties made by Claimant in this Agreement, and that Claimant expressly relies upon the promises, representations, and warranties made by Releasees in this Agreement; that a material breach by either party of such promises, representations, and warranties would constitute a material breach of this Agreement; and that in the event of any such material breach the aggrieved party may apply to the Court for appropriate relief to include, in the discretion of the Court, but not limited to: (a) specific enforcement of all promises and undertakings made by the parties hereunder; (b) the costs and attorney fees associated with the

pursuit thereof; and (c) all other relief and damages available at law or in equity. The parties consent to the exclusive jurisdiction and venue in the Court of Common Pleas of Beaufort County, South Carolina, to resolve any dispute under this Agreement and to enforce any terms of this Agreement.

XV. CONFIDENTIALITY

The terms of this Agreement, the amount of the Settlement Payment, and all information regarding the negotiation of this Agreement shall be maintained in confidence and shall not be disclosed by either party, except: (1) to those within Releasees' organization and Claimant's family who have a need to know and then only as to the material terms of this Agreement including the confidentiality of the same, (2) as required to inform the South Carolina Supreme Court, the Circuit Court, or any other court, of the settlement of the Claims or Civil Action No. 2011-CP-07-01700, (3) by court order or by order of a government agency, (4) as required by law, (5) for tax purposes or (6) as necessary to enforce any of the terms of this Agreement.

Claimant and Releasees further agree that neither they nor their agents or representatives will contact any news media, issue any press release, or reveal to any news media any information whatsoever relating to this Agreement, the terms of this Agreement, the amount of the Settlement Payment, or the negotiation of this Agreement. Otherwise, the term "settled" or "settlement" is not prohibited by this Agreement. The Parties acknowledge that any court or governmental entity may choose to publish information related to the Claims and the Settlement hereunder, and no Party shall be held responsible for same.

Notwithstanding any other provision of this Agreement or any prior confidentiality agreement between or among any of the Parties, Releasees and Claimant may disclose: (a) information relating to this Agreement to their respective accountants, auditors, and reinsurers, and to government agencies; (b) information relating to this Agreement for purposes of complying with any reporting and/or reimbursement obligations under the MSP Statute and MMSEA, or responding to any claim, demand, or audit asserting any reporting violations, penalties, or reimbursement liabilities thereunder, including but not limited to the disclosure of such information to the Department of Health and Human Services and/or CMS and any agents or contractors of Releasees or Claimant for such purposes; (c) information as may be necessary

to any Court requesting same and to effectuate dismissal of the lawsuit and appeal thereof. To the extent the permission of any Court or government agency or a modification of any confidentiality order or protective order is needed to implement the purposes of this provision, each Party agrees to cooperate in seeking such permission or modification. The parties, their affiliates, successors, subsidiaries, and any agents, officers and employees thereof, also mutually agree to not comment publicly or privately, or make any disparaging communication to or with any non-party concerning the allegations made in the case or defenses asserted, or concerning the underlying facts giving rise to this action, or to the terms of settlement or the reasons for the settlement. The Parties acknowledge and agree they received fair and valuable consideration for this provision.

XVI. MISCELLANEOUS PROVISIONS

1. The Releasees do not warrant any tax benefits and/or consequences arising from this Agreement or any related or incidental agreements. Each Party bears its own responsibility as to tax implications of payment and receipt of payment hereunder.

2. All parties agree to execute any and all supplementary documents reasonably necessary and to take all additional steps reasonably necessary, if such is needed, to give full force and effect to the terms and intent of this Agreement.

3. It is also understood and agreed that all sums set forth herein constitute damages on account of physical injuries or sickness, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

4. The representations and warranties made in this Agreement shall be deemed material to the rights and obligations of the parties under this Agreement.

5. This Agreement contains the entire Agreement between the Releasees and the Claimant and shall be binding upon and inure to the benefit of the administrators, heirs, successors and assigns of the Releasees and Claimant.

6. This Agreement is entered into in the State of South Carolina and shall be construed and interpreted in accordance with its laws.

CAUTION: READ BEFORE SIGNING.

FULL, FINAL, AND COMPLETE RELEASE.

THIS RELEASE ENDS ALL CLAIMS.

IN WITNESS WHEREOF, the Parties hereunto sets their hands and seals this ____ day of _____, 2014.

SIGNED SEALED AND DELIVERED IN THE PRESENCE OF:

Witness

Samuel H. Pruett, as Personal Representative of the
Estate of Yvonne Carrie Pruett

Witness

We, the undersigned attorneys for the Claimant, hereby certify that the contents and meanings of this Full, Final and Complete Mutual Release and Agreement have been carefully and fully explained to Claimant.

Susan Taylor Wall, Esquire
McNair Law Firm, P.A.
Post Office Box 1431
Charleston, South Carolina 29402
Phone: (843)723-7831

Kathleen C. Barnes, Esquire
McNair Law Firm, P.A.
Post Office Drawer 3
Hilton Head Island, South Carolina 29938
(843)785-2171
Attorneys for Claimant

DATED: April _____, 2014

Witness

Brookdale Senior Living, Inc.

Witness

Witness

Southern Assisted Living, LLC, d/b/a Carolina
House of Hilton Head

Witness

We, the undersigned attorneys for the Defendants, hereby certify that the contents and meanings of this Full, Final and Complete Mutual Release and Agreement have been carefully and fully explained to the Defendants.

Todd W. Smyth, Esquire
Smyth Whitley, LLC
234 Seven Farms Drive
BB&T Plaza, Suite 215
Charleston, South Carolina 29492
Phone: (843)606-5635
Attorneys for Defendants and Releasees

DATED: April _____, 2014

FULL, FINAL, AND COMPLETE MUTUAL RELEASE AND AGREEMENT

I. DEFINITIONS

The following definitions shall apply for purposes of this Full, Final, and Complete Mutual Release and Agreement (“Agreement”):

a. “Claimant” or “Plaintiff” mean Janet Sue Scheerle through Julie A. Jones, as Special Administrator for the Estate of Janet Sue Scheerle and all heirs, assigns, beneficiaries, representatives, and successors of the Estate of Janet Sue Scheerle.

b. “Claim” or “Claims” means claims that are or could have been asserted by either party in Civil Action No. 2011-CP-07-02654.

c. “Releasees” means Defendants Brookdale Senior Living, Inc. and Southern Assisted Living, LLC, d/b/a Carolina House of Hilton Head and their past, present and future officers, directors, employees, agents, parent companies, subsidiaries, divisions, affiliates, insurers and attorneys; Beazley plc; and the respective predecessors, successors and assigns of each of the foregoing.

d. “CMS” means the Centers for Medicare & Medicaid Services within the U.S. Department of Health and Human Services, including any agents or contractors of CMS.

e. “Settlement Payment” means payment from Defendants to Plaintiff in the amount of Five Hundred Fifty Thousand and No/100 Dollars (\$550,000.00).

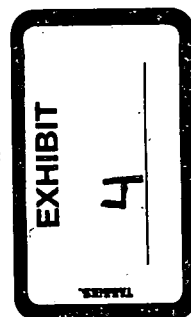
g. “MMSEA” means the Medicare, Medicaid, and SCHIP Extension Act of 2007 (P.L. 110-173).

h. “MSP Statute means the Medicare Secondary Payer statute. 42 U.S.C. § 1395y(b).

i. “Conditional Payments” shall have the meaning ascribed to it under the MSP Statute and implementing regulations.

II. MUTUAL RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS: That, for payment of Five Hundred Fifty Thousand and NO/100 Dollars (\$550,000.00), and for other valuable consideration set forth herein, the receipt of and sufficiency of which is hereby acknowledged, Claimant for the Estate of Janet Sue Scheerle and all heirs, assigns, beneficiaries, representatives, and successors of the



Estate of Janet Sue Scheerle, does hereby fully and completely release and forever discharge and hold harmless Releasees, including but not limited to their past, present and future members, sister companies, parent companies, officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, insurers, Beazley plc, predecessors and successors in interest, and assigns and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated; of and from any and all claims, demands, damages, actions, causes of action, or suits, at law or in equity, of whatsoever kind or nature, for or because of any matter or thing done, omitted, or suffered to be done by anyone, prior to and including the date hereof, on account of all injuries and damages resulting or to result from Claimant's Claims made in the case captioned "Janet Sue Scheerle v. Brookdale Senior Living, Inc., Southern Assisted Living, LLC d/b/a Carolina House of Hilton Head and Sonia King" filed in the Court of Common Pleas, County of Beaufort, State of South Carolina, Civil Action No.: 2011-CP-07-02654.

This release shall be a fully binding and complete settlement among the Claimant, the Releasees, and their heirs, assigns and successors.

The Claimant acknowledges and agrees that the release and discharge set forth above is a general and full release. Claimant expressly waives and assumes the risk of any and all claims for damages which exist as of this date, but of which Claimant does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect Claimant's decision to enter into this Agreement. Claimant further agrees that she has accepted payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact set forth in Civil Action No. 2011-CP-07-02654 and as further set forth herein. Claimant assumes the risk that the facts or law may be other than Claimant believes. It is understood and agreed to by the Parties that this Agreement is a compromise of a doubtful and disputed claim, and the Settlement Payment is not to be construed as an admission of liability on the part of the Releasees, by whom liability is expressly denied.

That for the consideration of a dismissal with prejudice of Civil Action No.: 2011-CP-07-02654, and any appeal of said case, Releasees agree to release and discharge any claims made or that could be made against Claimant, as defined, and her heirs, executors, administrators, successors, agents, assigns, and attorneys, and that the same is binding upon Releasees, including but not limited to their past, present, and future members, sister companies, parent companies,

officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, insurers, predecessors and successors in interest, and assigns and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated.

III. ATTORNEY'S FEES

Each Party hereto shall bear its own attorney's fees and costs arising from the lawsuit referenced, and any appeal thereof, this Agreement and the matters and documents referred to herein, the filing of a Dismissal of the Complaint, and all related matters.

IV. DELIVERY OF DISMISSAL WITH PREJUDICE

After the execution of this Agreement, and after payment of the Settlement Payment stated herein, Claimant's Counsel shall deliver to counsel for Defendants, an executed Dismissal with Prejudice of the Complaint. Claimant hereby authorizes counsel for the Defendants to file said Dismissal with the Court and enter it as a matter of record, contingent upon Defendants' payment to Claimant as stated herein.

V. WARRANTY OF CAPACITY TO EXECUTE AGREEMENT

Claimant and Releasees represent and warrant that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Agreement, except as otherwise set forth herein; that the signatories below have the sole right and exclusive authority to execute this Agreement and receive and pay the sums specified in it; and that neither party has sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Agreement. Further, this Agreement is being executed by Julie A. Jones as Special Administrator for the Estate of Janet Sue Scheerle, pursuant to the Order of the Beaufort County Probate Court appointing Julie A. Jones as Special Administrator, dated February 12, 2014. Claimant further warrants she is empowered to enter into this agreement pursuant to the Petition to the Court of Common Pleas for Beaufort County for Approval of the within settlement and its Order granted thereon dated _____ and has conducted the necessary due diligence required to make all warranties set forth in this Agreement.

VI. NO ADMISSION OF FAULT OR LIABILITY

Claimant understands that the Releasees, by reason of agreeing to this compromise payment, do not admit liability of any sort. The Releasees have made no agreement or promise to do, or omit to do, any act or thing not set forth in this Agreement. Claimant further understands that this Agreement is made as a compromise to avoid and minimize expenses and litigation and to terminate all controversies and claims for injuries or damage, of whatsoever nature, known or unknown, specifically including future developments thereof or complications therefrom, the possibility of which is specifically recognized by Claimant, in any way growing out of or connected with this Claim, incident, damages, or injuries, as pled or could have been pled in Civil Action No. 2011-CP-07-02654.

VII. HOLD HARMLESS

Claimant further agrees that, in the event any claim or demand is made, civil suit is filed, or any other civil action is brought, however it may be denominated, against the Releasees, in any way related to or arising out of Claims as set forth in Civil Action No. 2011-CP-07-02654 and the alleged injuries and damages of Claimant related thereto, including, but not limited to, any Claim made concerning the care of Janet Sue Scheerle by the Defendants, known or unknown, then Claimant will indemnify, defend, and hold the Releasees harmless from such claims, suits, judgment arising from any such claim or suit and, to the extent necessary, fully cooperate with the defense of the same.

Claimant further agrees to indemnify and hold harmless Releasees from any and all claims, demands, liens, subrogated interests, and causes of action of any nature or character that have been or may in the future be asserted by Medicare or any caregiver, medical provider, entity or insurer arising from the Claims made in this case, the care of Janet Sue Scheerle by the Defendants, this Agreement, the Settlement Payment and Claimant's right to said payment, any conditional payments made by Medicare, or any other medical expenses or payments arising from or related to any alleged accident, occurrence, injury, illness, disease, loss, claim, demand, or damages that are the subject of Civil Action No. 2011-CP-07-02654 or this Agreement, including but not limited to: (a) all claims and demands for reimbursement of conditional payments, or for damages or double damages based upon any failure to reimburse Medicare for conditional payments; and (b) all claims and demands for penalties based upon any failure to

report, late reporting, or other noncompliance with or violation of MMSEA Section 111 that is based in whole or in part upon late, inaccurate, or inadequate information provided to Releasees by Claimant or upon any failure of Claimant to provide information. This indemnification obligation includes all damages, double damages, fines, penalties, attorneys' fees, costs, interest, expenses, and judgments incurred by Releasees in connection with such claims, demands, subrogated interests, or causes of action. Except as otherwise stated herein, this Hold Harmless and Indemnification provision does not apply to or include any criminal or civil action brought against Releasees by any governmental entity for an alleged violation of state or federal law.

VIII. INTENTIONS OF THE PARTIES

It is agreed between the Parties that this Agreement represents the sole intentions of the Parties. It serves to release all claims, known or unknown, expected or unexpected, arising out of the above-detailed claim and Civil Action No. 2011-CP-07-02654. This Agreement will not be challenged, subsequently, as not reflecting the sole intentions of the Parties. It is further agreed if any section or part of this Agreement is held to be invalid by a court of law, the remaining portions of this Agreement shall continue to be in full force and effect.

IX. ADVICE OF COUNSEL

Claimant represents and warrants that she has been advised by her counsel of choice before entering into this Agreement with respect to loss, damages, injuries, and the potential recovery therefrom as a result of her alleged claims, as well as all aspects of this Agreement, including but not limited to the terms of and any obligations arising under MMSEA, the MSP Statute, and implementing agency regulations and guidance with respect to the reimbursement of Medicare for conditional payments. It is understood and agreed that no mistake of law or mistake of fact, including but not limited to any mistake with respect to any obligation to reimburse Medicare for conditional payments or any mistake with respect to the amount of such obligation, shall constitute a basis for rescission or reformation or render any portion of this Agreement void or voidable.

Releasees represent and warrant that they have been advised by their counsel of choice before entering into this Agreement with respect to loss, damages, injuries, and the effect of payment and settlement of the Claims, as well as all other aspects of this Agreement, including but

not limited to the terms of and any obligations arising under MMSEA, the MSP Statute, and implementing agency regulations and guidance with respect to the reimbursement of Medicare for conditional payments. It is understood and agreed that no mistake of law or mistake of fact, including but not limited to any mistake with respect to any obligation to reimburse Medicare for conditional payments or any mistake with respect to the amount of such obligation, shall constitute a basis for rescission or reformation or render any portion of this Agreement void or voidable. Releasees are solely responsible for any reporting requirements, tax implications, and other matters occasioned by this Agreement as may be pertinent to Releasees as an insurer, publicly traded company or otherwise.

Claimant and Releasees mutually agree they have not been influenced, to any extent whatsoever, in making this Agreement by any representation or statements regarding the claim, defenses, the legal liability therefor, or regarding other matters made by persons, firms, or corporations who are hereby released or are providing a release or by any person or persons representing either Party.

Claimant and Releasees admit that no representations of fact or opinion have been made by the other Party or by anyone on their behalf, to induce this compromise with respect to the extent, nature, or permanency of said injuries or damages or recovery therefrom and settlement thereof, and that the sum paid to the Claimant and accepted by her is solely by way of settlement, compromise, and final disposition of a disputed claim. It is therefore specifically agreed that this Agreement shall, forever, be a final and complete bar to and full satisfaction of all claims or suits for injuries or damages, of whatsoever nature, resulting or to result from the incident giving rise to this Claim.

X. ACCESS TO INFORMATION

Claimant and Claimant's counsel and Releasees and Releasees' counsel mutually agree to provide in writing and/or by production of documents any and all additional information requested by Claimant or Releasees to facilitate and meet Claimant or Releasees' reporting and reimbursement obligations (if any) under MMSEA, the MSP Statute and regulations, and CMS guidance or to respond to any claim or demand asserting any reporting violations, penalties, or reimbursement liabilities thereunder within 30 (thirty) days of such a request. This obligation continues until all of Medicare's interests related to prior conditional payments arising from or related to any alleged accident, occurrence, injury, illness, disease, loss, claim, demand, or

damages that are the subject of the Claims and this Agreement have been fully resolved and satisfied. Such information may include, but is not limited to, Janet Sue Scheerle's full name; Social Security Number (SSN) and Medicare Health Insurance Claim Number (HICN); gender and date of birth; information regarding any alleged accident, occurrence, injury, illness, disease, loss, claims, demands, or damages that are the subject of the Claim or Agreement herein, including coordination of benefits questionnaires and any other correspondence with CMS or CMS contractors regarding such information; information regarding any medical services or items provided to Claimant, including diagnosis codes; and information or documents regarding any payments or conditional payment to or on behalf of Claimant by Medicare with respect to such medical services or items that are the subject of the Claims, including but not limited to, Conditional Payment Notices, Conditional Payment Letters, Demand Letters, Intent to Refer Letters and any other related correspondence received from CMS, the Coordination of Benefits Contractor (COBC), or the MSP Recovery Contractor.

XI. MEDICARE ELIGIBILITY AND ENROLLMENT

Claimant and Claimant's counsel and Releasees and Releasees' counsel are aware of Medicare's interest in this settlement to the extent that Medicare has made any conditional payments for medical services or items for or on behalf of Claimant arising from or related to any alleged accident, occurrence, injury, illness, disease, loss, claim, demand, or damages that are the subject of the Claims and this Agreement. Claimant and Claimant's counsel have reported the Claims to CMS. Claimant shall notify CMS of the execution of this Agreement and request in writing a Final Payment Notice and Demand Letter with a final determination of the total amount due in reimbursement with respect to Claimant for all conditional payments made by Medicare and arising from or relating to any alleged accident, occurrence, injury, illness, disease, loss, claim, demand, or damages that are the subject of the Claims and this Agreement ("Total Reimbursement Amount"). Claimant also agrees to provide Releasees' counsel with a copy of the return correspondence and requested Final Payment information from CMS.

XII. MEDICARE REIMBURSEMENT OBLIGATIONS

1. Claimant acknowledges and agrees that it is the responsibility of the Estate of Janet Sue Scheerle pursuant to this Agreement, and not the responsibility of Releasees, to

reimburse Medicare to the extent that Medicare has made any conditional payments for medical services or items for or on behalf of Claimant and arising from or related to any alleged accident, occurrence, injury, illness, disease, loss, claim, demand, or damages that are the subject of the Claims and this Agreement; and further agrees, warrants, and represents as follows:

2. Claimant's counsel will hold Claimant's portion of the Settlement Payment in trust and shall not distribute any portion of same to Claimant until the Total Reimbursement Amount for Claimant has been paid to Medicare, and all of Medicare's interests related to conditional payments arising from or related to any alleged accident, occurrence, injury, illness, disease, loss, claim, demand, or damages that are the subject of the Claims and this Agreement have been fully resolved and satisfied.

3. Within thirty (30) days from the date on which CMS issues a final determination of the Total Reimbursement Amount with respect to Claimant, Claimant shall reimburse Medicare for any conditional payments in accordance with the Court's Order approving this Agreement and the Demand Letter issued by CMS, which payment shall be made from Claimant's portion of the Settlement Payment held in trust by Claimant's counsel.

4. Claimant will provide to Releasees' counsel written documentation from Medicare proving satisfaction of all of Medicare's interests related to prior conditional payments arising from or related to any alleged accident, occurrence, injury, illness, disease, loss, claim, demand, or damages that are the subject of the Claims and this Agreement.

5. In the event the amount of Claimant's portion of the Settlement Payment, which is equal to the Settlement Payment minus Claimant's attorney's fees and costs, is less than the Total Reimbursement Amount determined by Medicare, Claimant will pay to Medicare the total amount of Claimant's portion of the Settlement Payment to Medicare to be applied to Medicare's interests related to conditional payments arising from or related to any alleged accident, occurrence, injury, illness, disease, loss, claim, demand, or damages that are the subject of the Claims and this Agreement. Claimant acknowledges and agrees that it is the responsibility of the Estate of Janet Sue Scheerle pursuant to this Agreement, and not the responsibility of Releasees, to reimburse Medicare for any conditional payments made by Medicare on behalf of Claimant and not satisfied by the Settlement Payment.

6. In the event that any expenses arising from or related to any alleged accident, occurrence, injury, illness, disease, loss, claim, demand, or damages that are the subject of the Claims and this Agreement are paid by Medicare after the date of this Agreement, Claimant acknowledges and agrees that it is Claimant's responsibility pursuant to this Agreement, and not the responsibility of Releasees, to reimburse Medicare for such payments.

XIII. OTHER LIENS AND CLAIMS

Claimant represents and warrants that no Medicaid payments have been made to or on behalf of Janet Sue Scheerle related to the Claims and that no liens, claims, demands, subrogated interests, or causes of action of any nature or character exist or have been asserted by any individual, entity, government agency, insurance company, physician, hospital, ambulance service, or other medical provider, arising from or relating to the Claims or this Agreement, the payment of the Settlement Payment, or any medical expense or payments arising from or related to any alleged accident, occurrence, injury, illness, disease, loss, claim, demand, or damages that are subject to these Claims or this Agreement, except as otherwise stated herein. Claimant further agrees that Claimant, and not Releasees, shall be responsible for satisfying all such liens, claims, demands, subrogated interests, or causes of action that may exist or have been asserted or that may in the future exist or be asserted.

XIV. REMEDIES FOR BREACH

It is understood and agreed that Releasees expressly rely upon the promises, representations, and warranties made by Claimant in this Agreement, and that Claimant expressly relies upon the promises, representations, and warranties made by Releasees in this Agreement; that a material breach by either party of such promises, representations, and warranties would constitute a material breach of this Agreement; and that in the event of any such material breach the aggrieved party may apply to the Court for appropriate relief to include, in the discretion of the Court, but not limited to: (a) specific enforcement of all promises and undertakings made by the parties hereunder; (b) the costs and attorney fees associated with the pursuit thereof; and (c) all other relief and damages available at law or in equity. The Parties consent to the exclusive jurisdiction and venue in the Court of Common Pleas of Beaufort

County, South Carolina, to resolve any dispute under this Agreement and to enforce any terms of this Agreement.

XV. CONFIDENTIALITY

The terms of this Agreement, the amount of the Settlement Payment, and all information regarding the negotiation of this Agreement shall be maintained in confidence and shall not be disclosed by either party, except: (1) to those within Releasees' organization and Claimant's family who have a need to know and then only as to the material terms of this Agreement including the confidentiality of the same, (2) as required to inform the South Carolina Supreme Court, the Circuit Court, or any other court, of the settlement of the Claims or Civil Action No. 2011-CP-07-02654, (3) by court order or by order of a government agency, (4) as required by law, (5) for tax purposes or (6) as necessary to enforce any of the terms of this Agreement.

Claimant and Releasees further agree that neither they nor their agents or representatives will contact any news media, issue any press release, or reveal to any news media any information whatsoever relating to this Agreement, the terms of this Agreement, the amount of the Settlement Payment, or the negotiation of this Agreement. Otherwise, the term "settled" or "settlement" is not prohibited by this Agreement. The Parties acknowledge that any court or governmental entity may choose to publish information related to the Claims and the Settlement hereunder, and no Party shall be held responsible for same.

Notwithstanding any other provision of this Agreement or any prior confidentiality agreement between or among any of the Parties, Releasees and Claimant may disclose: (a) information relating to this Agreement to their respective accountants, auditors, and reinsurers, and to government agencies; (b) information relating to this Agreement for purposes of complying with any reporting and/or reimbursement obligations under the MSP Statute and MMSEA, or responding to any claim, demand, or audit asserting any reporting violations, penalties, or reimbursement liabilities thereunder, including but not limited to the disclosure of such information to the Department of Health and Human Services and/or CMS and any agents or contractors of Releasees or Claimant for such purposes; (c) information as may be necessary to any Court requesting same and to effectuate dismissal of the lawsuit and appeal thereof. To the extent the permission of any Court or government agency or a modification of any

confidentiality order or protective order is needed to implement the purposes of this provision, each Party agrees to cooperate in seeking such permission or modification. The parties, their affiliates, successors, subsidiaries, and any agents, officers and employees thereof, also mutually agree to not comment publicly or privately, or make any disparaging communication to or with any non-party concerning the allegations made in the case or defenses asserted, or concerning the underlying facts giving rise to this action, or to the terms of settlement or the reasons for the settlement. The Parties acknowledge and agree they received fair and valuable consideration for this provision.

XVI. MISCELLANEOUS PROVISIONS

1. The Releasees do not warrant any tax benefits and/or consequences arising from this Agreement or any related or incidental agreements. Each Party bears its own responsibility as to tax implications of payment and receipt of payment hereunder.

2. All parties agree to execute any and all supplementary documents reasonably necessary and to take all additional steps reasonably necessary, if such is needed, to give full force and effect to the terms and intent of this Agreement.

3. It is also understood and agreed that all sums set forth herein constitute damages on account of physical injuries or sickness, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

4. The representations and warranties made in this Agreement shall be deemed material to the rights and obligations of the parties under this Agreement.

5. This Agreement contains the entire Agreement between the Releasees and the Claimant and shall be binding upon and inure to the benefit of the administrators, heirs, successors and assigns of the Releasees and Claimant.

6. This Agreement is entered into in the State of South Carolina and shall be construed and interpreted in accordance with its laws.

CAUTION: READ BEFORE SIGNING.
FULL, FINAL, AND COMPLETE RELEASE.
THIS RELEASE ENDS ALL CLAIMS.

IN WITNESS WHEREOF, the Parties hereunto sets their hands and seals this ____ day of _____, 2014.

SIGNED SEALED AND DELIVERED IN THE PRESENCE OF:

Witness

Julie A. Jones, as Special Administrator for the
Estate of Janet Sue Scheerle

Witness

We, the undersigned attorneys for the Claimant, hereby certify that the contents and meanings of this Full, Final and Complete Mutual Release and Agreement have been carefully and fully explained to Claimant.

Susan Taylor Wall, Esquire
McNair Law Firm, P.A.
Post Office Box 1431
Charleston, South Carolina 29402
Phone: (843)723-7831

Kathleen C. Barnes, Esquire
McNair Law Firm, P.A.
Post Office Drawer 3
Hilton Head Island, South Carolina 29938
(843)785-2171
Attorneys for Claimant

DATED: April _____, 2014

Witness

Brookdale Senior Living, Inc.

Witness

Witness

Southern Assisted Living, LLC, d/b/a Carolina House of Hilton Head

Witness

We, the undersigned attorneys for the Defendants, hereby certify that the contents and meanings of this Full, Final and Complete Mutual Release and Agreement have been carefully and fully explained to the Defendants.

Todd W. Smyth, Esquire
Smyth Whitley, LLC
234 Seven Farms Drive
BB&T Plaza, Suite 215
Charleston, South Carolina 29492
Phone: (843)606-5635
Attorneys for Defendants and Releasees

DATED: April _____, 2014