

James Ray Streinz, OSB No. 794107
Direct Dial: (503) 412-3212
E-mail: rays@mcewengisvold.com
McEWEN GISVOLD LLP
1600 Standard Plaza
1100 SW Sixth Avenue
Portland, Oregon 97204
Of Attorneys for Plaintiff

Stephen F. English, OSB No. 730843
Direct Dial: (503) 499-4411
E-mail: steve.english@bullivant.com
Robert B. Miller, OSB No. 960068
Direct Dial: (503) 499-4676
E-mail: bob.miller@bullivant.com
BULLIVANT HOUSER BAILEY PC
888 S.W. Fifth Avenue, Suite 300
Portland, OR 97204
Of Special Counsel for Plaintiff

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF OREGON

In re:

JON M. HARDER

Debtor-In-Possession.

JON M. HARDER

Plaintiff,

v.

WELLS FARGO BANK, N.A.;
PREMIERWEST BANK; COLUMN
FINANCIAL, LLC; VESTIN MORTGAGE;
CAPMARK FINANCE, INC., NORTH
CASCADE NATIONAL BANK, UNITED
WESTERN BANK, NRFC WA HOLIDINGS

Bankruptcy Case No. 08-37225-tmb11

Adv. Proc. No. 08-03265

SECOND AMENDED COMPLAINT
(Injunctive Relief)

Page 1 of 13 – SECOND AMENDED COMPLAINT

MCEWEN GISVOLD LLP
Attorneys at Law
1100 SW Sixth Avenue, Suite 1600
Portland, Oregon 97204
Telephone (503) 226-7321
Facsimile (503) 243-268

II, LLC; UNION PLANTERS BANK;
AMERICAN MARINE BANK, AMERICAN
WEST BANK, BANK OF CLARK COUNTY
BANK OF THE CASCADES, BANK OF
WHITMAN, BANK OF WYOMING
BAY BANK, BMW BANK OF NORTH
AMERICA, BUTTE COMMUNITY BANK,
CANADIAN WESTERN BANK
CAPITAL PACIFIC BANK,
CAPSTONE REALTY ADVISORS,
CATHAY BANK, CENTRAL NATIONAL
BANK & TRUST CO. OF ENID, CHARTER
BANK, CHFA, CITIZENS BANK,
COMMUNITY BANK, WALLA WALLA
BRANCH, CORNERSTONE COMMUNITY
BANK, DEUTSCHE BANK BERKSHIRE
MORTGAGE INC., DNB NATIONAL
BANK, FAF ADVISORS, FIRST FEDERAL
SAVINGS & SAVINGS OF
MCMINNVILLE, FIRST NATIONAL BANK
& TRUST CO. OF MCALESTER, FIRST
NATIONAL BANK WAUPACA,
FIRST NIAGARA BANK, FIRST STATE
BANK OF KANSAS CITY, FIRST STATE
BANK OF THERMOPOLIS, FOUNDATION
BANK, GE CAPITAL CORPORATION
GREENBANK, GUARANTY BANK
HARRIS N.A., HILLCREST BANK
HOLLIDAY FENOGLIA FOWLER,
IXIS REAL ESTATE CAPITAL INC., J. A. &
C. B. LINDBECK FAMILY, J. B. & B.
INVESTMENT GROUP, LLC., JPMORGAN
CHASE BANK, N.A., KEYCORP, LASALLE
BANK NATIONAL ASSOCIATION, REAL
ESTATE CAPITAL MARKETS, LEWIS &
CLARK BANK, LIBERTY BANK, LOS
PADRES BANK, LTC PROPERTIES,
MAINSOURCE BANK, MARATHON
ASSET MANAGEMENT, MERRILL
LYNCH, MMA FINANCIAL MODESTO
COMMERCE BANK, NEBRASKALAND
NATIONAL BANK, NEILSEN
MANUFACTURING INCORPORATED,
NEW SOUTH FEDERAL SAVINGS BANK,

NEWSTAR FINANCIAL, INC., NRF
CAPITAL, LP, OREGON HOUSING &
COMMUNITY SERVICES DEPARTMENT,
PALMETTO BANK, PETERSON RANCHO
NORTE QUARENTA, LLC, PINNACLE
BANK, PLAINS CAPITAL BANK,
PRUDENTIAL HUNTOON PAIGE
ASSOCIATES, LTD, PRUDENTIAL
MORTGAGE CAPITAL COMPANY, RBS
GREENWICH RED MORTGAGE CAPITAL,
ROBERT'S PONDS AT PUNALUU, LLC,
ROCKY MOUNTAIN BANK & TRUST,
SAVINGS BANK OF MAINE, SELCO
COMMUNITY CREDIT UNION, STAYTON
BUSINESS CENTER, LLC, STERLING
SAVINGS BANK, STILLWATER
NATIONAL BANK, TAYLOR FUNDING I,
LLC, TENNESSEE COMMERCE BANK,
THE CANANDAIGUA NATIONAL BANK
& TRUST CO., THE NATIONAL BANK,
TIER ONE BANK, TIMBERLAND BANK,
TUTERA INVESTMENTS, LLC, UMPQUA
BANK, US BANK, VALLEY VIEW STATE
BANK, VENTAS 111, VENTURE BANK,
VESTIN ORIGINATIONS, INC.,
WASHINTON MUTUAL BANK,
WASHINTON MUTUAL BANK,
NATIONAL COMMERCIAL OPERATIONS
CENTER, WHITNEY NATIONAL BANK,
YELLOWSTONE BANK, ZIONS FIRST
NATIONAL BANK, WELLS FARGO,
CLINT MALIN and ING USA ANNUITY &
LIFE INSURANCE COMPANY

Defendants.

For his Complaint, Plaintiff alleges:

PARTIES

1. Plaintiff Jon M. Harder is the debtor and debtor-in-possession in this case, having filed his petition on December 29, 2008 (the "Petition Date"). Plaintiff is an owner of interests in approximately 400 limited liability companies ("LLCs") which own and/or operate over 250 senior living facilities (the "Vulnerable Facilities"). A list of the Vulnerable Facilities is attached hereto as Exhibit "A".

2. Defendants are creditors holding secured interests in the Vulnerable Facilities.

JURISDICTION

3. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334(b). This action is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A). This action may also be heard within the Court's non-core jurisdiction, as a matter "otherwise related to a case under Title 11," pursuant to 28 U.S.C. § 157(c)(1).

4. Venue is proper in this District under 28 U.S.C. §1409. This is an adversary proceeding in accordance with Rules 7001(7) and 7065 of the Federal Rules of Bankruptcy Procedure.

BACKGROUND FACTS

5. Debtor is a co-founder, the Chief Executive Officer and the majority shareholder of Sunwest Management, Inc. ("Sunwest"), which pursuant to contractual management agreements manages the Vulnerable Facilities. The Vulnerable Facilities are located around the country, collectively serving over 18,000 residents and employing 12,000 people. Debtor has an ownership interest in almost all the Vulnerable Facilities, and usually with insider partners he has a controlling interest. Each Vulnerable Facility is owned by a separate limited liability company, or in some cases by two LLCs (one that owns the

underlying real property, which is leased to the operator, and the other that operates the facility). It is estimated that the Vulnerable Facilities have a going concern value of over to \$2 billion, external debt of approximately \$1.8 billion, and annual revenue of about \$500 million.

6. Although each of the Vulnerable Facilities is owned by one or two separate LLCs, the collective management by Sunwest has, in some respects, treated them as a single consolidated entity, with central management, personnel administration, marketing services and cash management. Debtor has purchased many facilities that were in poor financial shape, due to low tenancy, or that were in the early stages of development, and improved or developed the facility and increased tenancy over time. An affiliated company owned by Debtor, Canyon Creek Development, Inc., has also been involved in the construction of new senior housing facilities that were managed by Sunwest. However, while these purchased or new facilities have been in the process of reaching full occupancy, they needed cash in addition to that which was provided by residents' monthly payments, to pay the total expenses of the facility. Thus, the collective management practice became borrowing from successful facilities and loaning the funds to less successful facilities. Once those less successful facilities improved, they were able to begin generating funds to repay the loans, or were re-financed or sold at a profit. If a facility were sold at a profit, Debtor generally used the funds that were distributed to him from the proceeds of the sold facility as loans to other facilities, or the distributed funds were used to invest in new facilities.

7. In addition to borrowing from successful facilities, Debtor also borrowed funds from other sources. Some of these loans were made to Sunwest or Canyon Creek

Development, an affiliated company, and were generally guaranteed by Debtor. Debtor also borrowed funds and entered into loans in his own name, and the funds were used for the existing senior living facilities, generally as unsecured loans. Finally, another affiliated company owned by Debtor, Canyon Creek Financial, raised money from private investors by selling these investors "tenant in common" interests ("TICs") in real property underlying the Vulnerable Facilities, which was then leased to the entities that owned the Vulnerable Facilities.

8. Each of the Vulnerable Facilities has a large loan by one of the Defendants that is secured by its real property, the building and its furnishings (which security was granted with the consent of, and superior to the interests of, the TICs), and the personal property of the LLC, including an assignment of rents. Some of the Vulnerable Facilities are in "pools" of loans by one lender, and the loans are cross-collateralized and have cross-default provisions. Almost all of these loans have been guaranteed by Debtor, his wife Kristin Harder, Darryl Fisher, and his wife Carol Fisher. Other employees of Sunwest have guaranteed a few loans. All of these guarantors, except Debtor, are referred to herein as "Other Guarantors".

9. Early in 2008 the Debtor's businesses began to have cash flow problems caused by several factors. The first was a large institutional lender declared loan covenants to be in default, and began charging default interest and instituting foreclosure proceeding. Next, the decline in home prices, which caused many seniors who might have sold their homes and used the proceeds to move into one of the Debtor's facilities to stay in their homes. This caused occupancy levels to stagnate, and the less successful facilities, even

though improved, were unable to attract enough new residents to produce revenues to cover operating expenses, service on secured debt, and the lease payments owed to the TICs. The second factor was the “credit squeeze”, which made it difficult to borrow money as easily had been done in the past. This prevented many LLCs from refinancing loans when property values improved (which in the past had allowed the LLCs to repurchases the interests of the TICs pursuant to purchase options included in the leases between the LLCs and the TICs) and prevented Debtor from borrowing to cover cash shortfalls in the normal course of business, as is the common and almost universal practice of large enterprises, due to the differences in timing between revenue receipts and payables obligations. It also made it difficult for potential buyers of the Vulnerable Facilities to raise sufficient funds to make the purchase. The third factor, which was, in large part, the result of the first two, was a decline in the value of senior living facilities. Thus, some Vulnerable Facilities purchased by Debtor were “underwater” (i.e., the fair market value of the property was less than the amount of debt on the property) and others lacked sufficient equity above debt to generate cash from a sale, even if a prospective purchaser has sufficient cash or were able to arrange financing in what appears to be the worst credit market in living memory.

10. Sunwest hired Alvarez & Marsal—a nationally and internationally recognized independent provider of turnaround management, performance improvement and corporate advisory services—in the late spring of 2008 to provide financial and restructuring advice. With their help Sunwest developed a plan to become a simpler, more efficient, and cost-effective operation. To finance the restructuring, Sunwest agreed to a large asset sale, which required the consent of all affected LLC owners and TICs, that was scheduled to close in late

summer (the "Proposed Mid-2008 Sale"). However, the sale attempt was unsuccessful due to the swift changes in credit and real property markets, forcing Sunwest to look to other alternatives.

11. While working on the many logistical aspects of the Proposed Mid-2008 Sale, including contact and negotiations with the affected lenders, LLC owners, and TICs, Sunwest failed to promptly address its larger cash flow problems, and the problems became worse as loan payments could in some instances not be made, and lenders began foreclosures of various entities, including Vulnerable Facilities. In many cases the lenders sought appointment of receivers and enforced "lock box" provisions, effectively cutting off funds to Sunwest, in the form of management fees (based upon the management contract that generally provided a 7% fee on gross revenues), and inter-entity loans. Four to five facilities a week are now being lost to lenders. Debtor and the Other Guarantors have been named as Defendants in the foreclosure cases, seeking to collect upon their guaranties.

12. Although fifteen LLCs have been able to file Chapter 11 bankruptcies, Sunwest, the LLCs and the Debtor do not have the financial resources and the personnel to collect the necessary information to file a Chapter 11 case for each facility.

13. In another attempt to restructure after the collapse of the Proposed Mid-2008 Sale, Sunwest has negotiated a sale of a smaller number of facilities, which sale will generate funds that would be used for restructuring the aggregate enterprise (the "Restructuring Sale"). Debtor, Mr. Fisher and Wallace Gutzler, another principal in the company, have entered into a CRO Engagement Agreement in which they engaged Hamstreet & Associates to provide restructuring services and appointed Clyde Hamstreet as Chief Restructuring

Officer (“CRO”) of all entities, including all of the Vulnerable Entities, in which Debtor, Mr. Fisher and/or Mr. Gutlzer have an ownership interest (the “Affiliated Companies”). The principals thus turned over control of the companies and assigned their economic interests in Sunwest and the Affiliated Companies, including all of the Vulnerable Facilities, to the CRO for use in a global restructuring effort for the benefit of all debt and equity stakeholders in all of the entities, the approximately 18,000 residents of the Vulnerable Facilities, and their collective 12,000 employees

14. The CRO and his firm began to negotiate standstill agreements with creditors and obtain the breathing room necessary to implement a reorganization. Before this could be achieved, however, certain creditors obtained judgments and garnishments against Debtor currently amounting to over \$5 million. Additionally, there are a number of other judgments coming. If these parties obtain priority to the proceeds from the Restructuring Sale ahead of the CRO, they would jeopardize the global restructuring effort. Debtor was left with no alternative than to stay those actions by filing this case.

INJUNCTION FOR INTERFERENCE WITH DEBTOR’S REORGANIZATION EFFORTS

15. Plaintiff realleges the allegations above.

16. The Debtor’s objective is to propose a confirmable plan under which all creditors will be paid in full; or otherwise rehabilitate the Debtor’s businesses consistent with applicable legal standards.

17. Debtor does not have significant resources beyond his ownership interests in Sunwest and his interests in the Affiliated Companies, including LLCs owning the Vulnerable Facilities. The Vulnerable Facilities are essential to the Debtor’s efforts to

reorganize and rehabilitate his businesses. The equity distributions and Sunwest management fees from profitable properties are necessary to provide assets from which to pay unsecured creditors and administrative expenses.

18. If Sunwest and the CRO are required to devote significant time and effort to attempt to negotiate standstill agreements with all lenders separately and deal with foreclosures and receiverships, they will be unable to provide Debtor with the financial information and support he needs to successfully reorganize. Furthermore, the funds available to pay professionals will be spent on fighting foreclosures, denying counsel for the Debtor the funds they need to negotiate a global settlement with all creditors.

19. Debtor will be unable to concentrate on reorganization and devote sufficient resources to that task if the suits against the Other Guarantors to collect on their guaranties of Defendants' loans goes forward. Mr. Fisher, as the Chief Operating Officer, needs to be able to devote his full attention to the reorganization effort.

20. The continuing cycle of foreclosures and other activities by the lenders to gain control over the Vulnerable Facilities is sure to put Sunwest's 18,000 elderly residents at risk, particularly those who live in facilities whose revenue does not cover operating expenses. Currently, Sunwest covers those expenses from its cash pool. As that pool diminishes through control agreements, lockboxes, receiverships, and other losses of resources, the position of residents in weaker facilities is imperiled.

21. Judges Michael Hogan and Lyle Velure have agreed to mediate a global settlement of the problems faced by Debtor, Sunwest, the Vulnerable Facilities, the LLCs and the other Affected Companies. Debtor and the CRO are anxious to see that happen, but are

concerned that lenders will not participate unless they are stayed from proceeding with collection activities.

22. Under 11 U.S.C. §105(a), this Court has the power to enjoin Defendants, and any of Debtor's creditors that also have claims against Sunwest or its related entities and individuals, from pursuing foreclosure or receiverships of the Vulnerable Facilities, and from pursuing other collection activities.

23. Unless enjoined, Defendants' conduct will irreparably harm Debtor not only by eliminating a significant source of capital for ongoing business operations and reorganization, but also because it will divert Sunwest and the CRO from negotiating a global settlement.

24. Debtor intends to file a plan of reorganization after the mediation is concluded. There is a reasonable likelihood of a successful reorganization provided Sunwest and the CRO have an opportunity to work with Debtor and the Defendants.

25. If Defendants are allowed to continue with their current course of conduct, the reorganization will not occur. Allowing the piecemeal process of judgments, garnishments, receiverships, foreclosure, loss of licensure, and other forms of disintegration to continue will very soon result in a chaotic free-for-all in which the fastest creditors through the door will grab what they can and run. In the current market, secured lenders who foreclose and sell Vulnerable Facilities will receive rock-bottom prices that in many cases will not cover their debt; most junior lenders and investors will be wiped out, and lawsuits from investors will multiply. In this situation, the Defendants will likely not recover as much because the guarantors of their debt do not have the resources to pay deficiency judgments. The potential

harm to the Debtor and other creditors from not enjoining the collection efforts far outweighs the potential harm to Defendants.

26. Issuance of injunctive relief will serve the public interest in that it will protect the integrity of the reorganization efforts and the tenants of the Vulnerable Facilities. This is in the best interest of all creditors.

27. Debtor lacks an adequate remedy at law. The Vulnerable Facilities and the CRO are essential parts of the reorganization efforts. Defendants are interfering with the use of the Vulnerable Facilities and the work of the CRO and COO, which threatens Debtor's chances for a successful reorganization.

WHEREFORE, Plaintiffs request relief as follows:

1. Preliminary and permanent injunctive relief prohibiting Defendants and their agents, employees, attorneys and those persons in active concert or participation with them from undertaking or pursuing the initiation or continuance of a foreclosure, receivership, or any other collection efforts against the senior living facilities identified on the attached Exhibit "A" pending confirmation of Debtor's Chapter 11 plan of reorganization;
2. Preliminary and permanent injunctive relief prohibiting Defendants and their agents, employees, attorneys and those persons in active concert or participation with them from undertaking or pursuing any court actions or other collection efforts against Kristin Harder, Darryl Fisher, Carol Fisher or any other guarantor of the Defendants' loans secured by the senior living facilities identified on the attached Exhibit "A" pending confirmation of Debtor's Chapter 11 plan of reorganization; and
3. Such other and further relief as the Court deems just and proper.

Dated: December 31, 2008

McEWEN GISVOLD LLP

By: /s/ James Ray Streinz

James Ray Streinz, OSB No. 794107

Telephone: (503) 226-7321

E-mail: rays@mcewengisvold.com

Of Attorneys for Plaintiff

EXHIBIT "A"

| ABN/Facility Name | Entity Name |
|-------------------------------|--|
| Absaroka | Cody Senior Living II, LLC |
| Addie Meedom House | Addie Meedom House, LLC |
| Albany ALF | Albany Assisted Living Community, LLC |
| Alpine Court & Cottages | W-E Specialized Care, LLC |
| Alpine Meadow | Barger Road Cottages, LLC |
| Alpine Springs | Alpine Springs III, LLC |
| Amethyst Gardens | Desert Amethyst Retirement, LLC |
| Apple Meadows | Omak Alzheimer's Care, L.L.C. |
| Apple Ridge | Apple Ridge Assisted Living, LLC |
| Arbrook | Arbrook Senior Living Limited Partnership |
| Autumn Glen | Autumn Glen Assisted Living Community, LLC |
| Autumn Park | Autumn Park Assisted Living Community, LLC |
| Azalea Gardens | Oxford Senior Living, LLC |
| Beacon Pointe | Court at Clifton Park, LLC |
| Big Sky | Butte Senior Living, LLC |
| Blossom Valley | Wenatchee Care, L.L.C. |
| Brentmoor | Minot Senior Living, LLC |
| Briarwood | Briarwood Retirement and Assisted Living Community, LLC |
| Brookside | Burford Brookside Senior Living, LLC |
| Buckingham Estates | Fairway Crossing Senior Living, LLC |
| Cache Valley | Providence City, LLC |
| Caley Ridge | Englewood Senior Living, LLC |
| Callahan Village | Callahan Village II, LLC |
| Cambridge Court | Cambridge Court Assisted Living Limited Partnership |
| Cambridge Court - Great Falls | Cambridge Court GF, LLC |
| Cambridge Place | Cambridge Place GF, LLC |
| Canterbury Court | Harlingen Senior Living Limited Partnership |
| Canterbury Gardens | Canterbury Gardens Senior Living Limited Partnership |
| Canyon Crest | Canyon Crest Assisted Living & Memory Care, LLC |
| Canyonview Estates | Amarillo Assisted Living Limited Partnership |
| Carnegie Village | Belton Senior Living Operator, LLC |
| Carriage Inn | Carriage Inn Limited Partnership |
| Cedar Ridge | Broken Arrow Senior Living, LLC |
| Century Fields | Century Fields Retirement and Assisted Living Community, LLC |
| Champlin Shores | Champlin, LLC |
| Chancellor Place | Chino Hills Senior Living, LLC |
| Chandler Place | Chandler Place Senior Living, LLC |
| Chehalem Springs | Mountain View Village Assisted Living and Retirement Cottages, L |
| Cherry Oaks | Cherry Oaks Senior Living, LLC |
| Chesterley Court | Yakima Alzheimer's Care, L.L.C. |
| Chesterley Meadows | Yakima Senior Care, L.L.C. |
| Chestnut Hill | Highlands Senior Living, LLC |
| Chestnut Lane | Gresham Chestnut Senior Living, LLC |
| Chris Ridge | Chris Ridge Senior Living, LLC |
| Churchill | Mooreville Senior Living, LLC |
| Cliff View | St. George Senior Living, LLC |
| Colonial Gardens | Colonial Gardens, LLC |
| Cordova Estates | Cordova Senior Living, LLC |
| Corinthians Retirement | Corinthians I Retirement Community, LP |
| Cottage Village | Lubbock Assisted Living Limited Partnership |
| Cottages, The | Albuquerque Memory Care Community, LLC |
| Cottonbloom | Las Cruces, LLC |
| Cougar Springs | Cougar Springs Assisted Living and Memory Care Community, LLC |

| | |
|----------------------------|--|
| Country Gardens | Country Gardens Assisted Living, LLC |
| Courtyard at Merced | Merced Senior Living Limited Partnership |
| Courtyard Gardens | Lawrenceville Senior Living, LLC |
| Crescent Beach | Cape Elizabeth Senior Living, LLC |
| Crimson Ridge Gardens | Court at Greece, LLC |
| Crimson Ridge Meadows | Village at Greece, LLC |
| Crown Pointe | Corona Senior Living Limited Partnership |
| Crystal Terrace | Crystal Terrace Retirement Community, LLC |
| Culpepper Place | Paducah Senior Living, LLC |
| Deer Meadow | Deer Meadows, LLC |
| Desert Springs | Desert Springs Senior Living, LLC |
| Dorchester House | Dorchester House Retirement Residence LLC |
| Dry Creek | Ellensburg Care, L.L.C. |
| Eagle Cove | Eagle Cove Senior Living, LLC |
| Eagle Lake Village | Susanville Limited Partnership |
| Eagle Meadows | Eagle Meadows Assisted Living Community, LLC |
| Eagle Meadows Cottages | Cottages at Eagle Meadows, L.L.C. |
| Eagles Manor | Great Falls Retirement Living, LLC |
| Eden Estates | Bedford Gardens Limited Partnership |
| Eldorado Heights | Eldorado Heights Assisted Living Community, LLC |
| Emerald Estates | Baltimore Senior Living, LLC |
| Emerald Pointe | Emerald Pointe Assisted Living & Memory Care, LLC |
| Emerald Square | Emerald Square Assisted Living, LLC |
| Englewood Heights | Yakima Senior Living, LLC |
| Flint River | Macon Senior Living, LLC |
| Forest Glen | Aspen Foundation |
| Forest Park | Victor Senior Living, LLC |
| Fox River | Fox River Assisted Living & Memory Care, LLC |
| Garden Springs | Garden Springs Assisted Living Community, LLC |
| Georgian Place | Newnan Senior Living, LLC |
| Glendale Place | Glendale at Murray Senior Living, LLC |
| Glenellen | North Lima Senior Living, LLC |
| Golden Eagle Plaza | Great Falls Senior Living Operator, LLC |
| Grayson View - Selinsgrove | Grayson Selinsgrove Limited Partnership |
| Hawthorne Gardens | Portland Senior Living, LLC |
| Heartland Park | Seward Senior Living, LLC |
| Heritage Oak Villas | Lompoc Senior Living Limited Partnership |
| Heritage Place | Tahlequah Senior Living, LLC |
| Heritage, The | Bridgeport Senior Living, LLC |
| Hermiston Terrace | Hermiston Terrace Assisted Living LLC |
| Heron Pointe | Heron Pointe III, LLC |
| Heron Pointe Cottages | Heron Pointe II LLC |
| Hill Villa | Grand Court FW Property, Ltd. |
| Hillside | Hillside Senior Living Community, LLC |
| Holiday Lane Estates | Holiday Lane Estates Assisted Living Limited Partnership |
| Homesteads at Newtown | Newtown Senior Living, LLC |
| Inn at The Amethyst | Inn at the Amethyst Assisted Living, LLC |
| Kensington Green | Southbury Property, LLC |
| Kings Manor | Kings Manor, LLC |
| La Villa | Roswell Senior Living, LLC |
| Lake Pointe | Hartwell Senior Living, LLC |
| Lake Springs | Buford Senior Living, LLC |
| Lake Springs Cottages | Buford Retirement Cottages, LLC |
| Lakeside | Stayton SW Assisted Living, L.L.C. |
| Lakeside Cottages | Lakeside Retirement Cottages, LLC |

| | |
|---------------------------|--|
| Lamar Court | Overland Lamar Senior Living, LLC |
| Laurel Estates | Orange Senior Living, LLC |
| Laurel Gardens | Florence Senior Living, LLC |
| Legacy Crossing | Franklin Senior Living, LLC |
| Legacy Gardens | Legacy Gardens Assisted Living, LLC |
| Legacy of Dallas | Legacy Georgia Senior Living, LLC |
| Lexington Gardens | West Columbia Senior Living, LLC |
| Magnolia Gardens | Magnolia Gardens Senior Living, LLC |
| Maison Jardin | Morgan City, LLC |
| Manchester House | Vineyard Blvd Senior Living, LLC |
| Manor House | Manor House Memory Care, LLC |
| Maplewood | Bridgeport Assisted Living, LLC |
| Meadowlark | Meadowlark Assisted Living Community, LLC |
| Medallion | Medallion Assisted Living Limited Partnership |
| Middlefield Oaks | Middlefield Oaks assisted Living and Memory Care Community, LL |
| Minnetonka | Minnetonka Senior Living, LLC |
| Monroe House | Sterling Assisted Living, LLC |
| Montclair Park | Montclair Senior Living, LLC |
| Moses Lake | Moses Lake Senior Care, L.L.C. |
| Mountain View - Ashland | Ashland Senior Living, LLC |
| Necanicum Village | Seaside Senior Living, LLC |
| Northpark Place | Sioux City Senior Living, LLC |
| Northridge | Kearney Senior Living, LLC |
| Northwesterly, The | Northwesterly Assisted Living, LLC |
| Oak Tree Village | St. Peters Senior Living, LLC |
| Oaks, The | Wayne Senior Living, LLC |
| Orchard Glen | Orchard Glen Retirement Community, LLC |
| Orchard Park | Orchard Park, LLC |
| Osprey Court | Osprey Court Senior Living, LLC |
| Osprey Pointe Cottages | Osprey Pointe Cottages, LLC |
| Oswego Springs | Lesser-Capitol, LLC |
| Palm Meadows Court | Sanddollar Court Memory Care, LLC |
| Palm Meadows Village | Sanddollar Village Assisted Living, LLC |
| Palms, The | The Palms Assisted Living & Memory Care, LLC |
| Paradise Valley | Paradise Valley Retirement Community, LLC |
| Paragon Gardens | Paragon Gardens Limited Partnership |
| Park Avenue Estates | Lexington Senior Living, LLC |
| Park Meadows | Park Meadows, L.L.C. |
| Park Place - Portland | Park Place Assisted Living Community, LLC |
| Park Place - Spartanburg | Spartanburg Senior Living, LLC |
| Parkview Estates | Kennewick Care, L.L.C. |
| Parkview Estates Cottages | Parkview Estates Cottages, LLC |
| Parkway Village | Spokane Senior Living, LLC |
| Peachtree Village | Peachtree Village Retirement, LLC |
| Peachtree Village - GA | Commerce Senior Living, LLC |
| Plaza at Sun Mountain | Vegas Assisted Living, LLC |
| Plaza on the River | Kerrville Senior Living Limited Partnership |
| Plum Ridge | Plum Ridge Care Community, LLC |
| Ponds at Punaluu | Oahu Senior Living, LLC |
| Quail Hollow | Richland Special Care, L.L.C. |
| Quaker's Landing | Court at Orchard Park, LLC |
| Rainbow | Rainbow GF, LLC |
| Remington House | Kingsport Senior Living, LLC |
| Richland Pines | Columbia Senior Living, LLC |
| River Rock Lodge | Jackson Hole Senior Living, LLC |

| | |
|----------------------------|---|
| River Valley Landing | Tualatin Senior Care, LLC |
| Riverchase Village | Hoover Senior Living, LLC |
| Riverdale Estates | Riverdale Senior Living, LLC |
| Riverside at Belfair | Riverside at Belfair Assisted Living, LLC |
| Rose Terrace | Memphis Senior Living, LLC |
| Rose Valley | Scappoose Assisted Living, LLC |
| Rose Valley Cottages | Rose Valley Cottages, LLC |
| Rosemont at Clearlake | Clearlake Senior Living Limited Partnership |
| Sandia Springs | Sandia Springs Assisted Living & Memory Care, LLC |
| Sellwood Landing | Sellwood Landing Retirement and Assisted Living Community, LLC |
| Sequoia Springs | Fortuna Assisted Living, LLC |
| Sequoia Springs Cottages | Fortuna Cottages, LLC |
| Spring Arbor | Spring Arbor Senior Living, LLC |
| Spring Creek Gardens | Plano Limited Partnership |
| Spring Meadow Cottages | Grants Pass Cottages, LLC |
| Spring Meadow Retirement | Spring Village Retirement, LLC |
| Spring Mountain | Marietta Senior Living, LLC |
| Spring Pointe | Spring Pointe, LLC |
| Spring Village | Spring Village, LLC |
| Statesman Club | Vineyard Blvd Senior Living, LLC |
| Stone Mountain | Stone Mountain Senior Living, LLC |
| Stonebridge | Vancouver Care, L.L.C. (Vancouver II) |
| Summit House | Britt Senior Living, LLC |
| Sundial | Modesto Senior Living Limited Partnership |
| Sunrise Creek | Sunrise Creek Assisted Living and Memory Care Community, LLC |
| Sunshine Village | Sunshine Village Assisted Living & Memory Care, LLC |
| Sweetwater Springs | Sweetwater Springs Assisted Living & Memory Care Community, LLC |
| Terrace at Bluegrass | Hendersonville Senior Living, LLC |
| Terrace at Riverstone | Canton Senior Living, LLC |
| Terrace at Woodstock | Woodstock Oaks Senior Living, LLC |
| Terrace, The | Jasper Senior Living, LLC |
| Town Village | Oklahoma City Senior Living, LLC |
| Tudor Heights | Pikesville Senior Living, LLC |
| Valley View | Aspen Foundation II |
| Victorian Manor | Batavia Senior Living, LLC |
| Victory Hills | Kansas City Senior Living, LLC |
| Villa Del Rey | Villa del Rey-Roswell, Ltd |
| Village of the Falls | Olmsted Falls Senior Living, LLC |
| Wallace Road ALF | HDS, LLC |
| Waterford in Bellevue, The | Nashville Senior Living, LLC |
| Weathery Springs | Huntsville Senior Living, LLC |
| West Park Place | West Allis Senior Living, LLC |
| Westbrook Gardens | Purcell Senior Living, LLC |
| Wheatfields | Clovis Assisted Living, LLC |
| Whitman | Pullman Senior Care Operator, LLC |
| Willow Creek | Phoenix Senior Living, LLC |
| Willow Ridge | Mc Cook Senior Living, LLC |
| Willows at Sherman | Willows at Sherman Assisted Living & Memory Care Community LLC |
| Windfield Village | Wilsonville Retirement, LLC |
| Woodside | Woodside Assisted Living Community, LLC |
| Woodstock Estates | Woodstock Senior Living, LLC |
| Wyndmoor, The | Terre Haute Senior Living, LLC |