

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General (OIG-HHS) of the Department of Health and Human Services (HHS), (collectively, the “United States”), and Reliant Care Group, LLC, Reliant Care Management Company, LLC, Reliant Care Rehabilitative Services, LLC, Bernard Care Center, LLC, Bridgewood Health Care Center, LLC, Chariton Park Health Care Center, LLC, Crestwood Health Care Center, LLC, Four Seasons Living Center, LLC, Heritage Care Center of Berkeley, LLC, Levering Regional Health Care Center, LLC, BKY Healthcare of Milan, Inc. d/b/a Milan Health Care Center, Nathan Health Care Center, LLC, North Village Park, LLC, MMA Healthcare of St. Elizabeth, Inc. d/b/a St. Elizabeth Care Center, MMA Healthcare of Viburnum, Inc. d/b/a Stonecrest Healthcare, and MMA Healthcare of Center, Inc. d/b/a Westview Nursing Home (collectively “Reliant”), (hereafter collectively referred to as “the Parties”), through their authorized representatives.

### RECITALS

A. Reliant Care Group, LLC (“RCG”) is a Missouri limited liability company with corporate offices located in Maryland Heights, Missouri. RCG is solely owned by Richard J. DeStefane. RCG is the holding company for Reliant Care Management Company, LLC and Reliant Care Rehabilitative Services, LLC.

B. Reliant Care Management Company, LLC (“RCMC”) is a Missouri limited liability company with corporate offices located in Maryland Heights, Missouri. RCMC manages healthcare facilities. RCMC is wholly owned by RCG.

C. Reliant Care Rehabilitative Services, LLC (“RCRS”) is a Missouri limited liability company with corporate offices located in Columbia, Missouri. RCRS is a therapy

management company specializing in skilling nursing facilities. RCRS is wholly owned by RCG.

D. Bernard Care Center, LLC, Bridgewood Health Care Center, LLC, Chariton Park Health Care Center, LLC, Crestwood Health Care Center, LLC, Four Seasons Living Center, LLC, Heritage Care Center of Berkeley, LLC, Nathan Health Care Center, LLC, and North Village Park, LLC are each skilled nursing facilities owned by RCG and managed by RCMC.

E. Levering Regional Health Care Center, LLC, MMA Healthcare of St. Elizabeth, Inc. d/b/a St. Elizabeth Care Center, MMA Healthcare of Viburnum, Inc. d/b/a Stonecrest Healthcare, and MMA Healthcare of Center, Inc. d/b/a Westview Nursing Home are each skilled nursing facilities owned by Richard J. DeStefane and managed by RCMC. BKY Healthcare of Milan, Inc. d/b/a Milan Healthcare Center is owned by Reliant Care Investors, Inc., a holding company solely owned by Richard J. DeStefane, and managed by RCMC.

F. At all times relevant to this Settlement Agreement, RCRS provided physical, occupational, and speech therapy (“rehabilitation therapy”) to patients at the skilled nursing facilities listed on Exhibit A (“Contracted SNFs”). These Contracted SNFs submitted claims for payment to Medicare for services provided to their patients, and their claims were based, in part, on the information and rehabilitation therapy provided by RCRS.

G. The United States contends that Reliant submitted or caused to be submitted claims for payment to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1 (“Medicare”).

H. The United States contends that it has certain civil claims against Reliant arising from the following:

RCG, RCMC and RCRS caused the Contracted SNFs to submit false claims for medically unnecessary rehabilitation therapy from January 1, 2008, through April 30, 2014, for

reimbursement under Medicare Part A. Residents whose Medicare claim for payment indicated a primary psychiatric diagnosis and whose Activity of Daily Living composite scores (ADLs) of an A or B reflected that they had a high level of independence were given levels of rehabilitation therapy which allowed them to be billed at inflated resource utilization group (RUG) rates.

In addition, RCG, RCMC, and RCRS caused the Contracted SNFs to submit false claims for medically unnecessary rehabilitation therapy from January 1, 2009, through June 30, 2014, for reimbursement under Medicare Part B for patients whose Medicare claim for payment indicated a primary psychiatric diagnosis.

For claims submitted to both Medicare Part A and Part B, the United States specifically alleges: (1) the claims for payment sought inflated reimbursement based on the provision of unreasonable and unnecessary rehabilitation therapy that was influenced by Reliant's financial considerations; (2) some RCRS management pressured RCRS therapists to ensure that residents in the contracted SNFs receive rehabilitation therapy even when RCRS therapists believed that therapy was not medically necessary; and (3) Reliant knew or should have known that it was causing the submission of false claims for payment to Medicare as result of the practices described above

All of this conduct in Paragraph H is referred to below as the "Covered Conduct."

I. This Settlement Agreement is neither an admission of liability by Reliant nor a concession by the United States that its claims are not well founded. Reliant denies the United States' allegations in Paragraph H above.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

## TERMS AND CONDITIONS

1. Reliant agrees to pay the United States eight million, three-hundred sixty-eight thousand, eight hundred seventy-eight dollars (\$8,368,878) plus interest at the rate of three percent (3%) from October 1, 2016, through the date of full payment (“Settlement Amount”).
  - a. No later than five (5) business days after the Effective Date of this Agreement Reliant will make a payment to the United States in the amount of \$2,831,356.
  - b. Over a period of three (3) years, Reliant will pay the remaining balance of the Settlement Amount, plus interest, pursuant to a promissory note (Note) in the form of Exhibit B, that Reliant agrees to execute contemporaneously with this Settlement Agreement.
  - c. All payments shall be made by electronic funds transfer pursuant to written instructions to be provided by the United States Attorneys’ Office for the Eastern District of Missouri.
  - d. The Note shall be secured by a personal guaranty (Guaranty) and Commercial Security Agreements as agreed to by the parties.
  - e. In the event that Reliant fails to pay any amount as provided in this Paragraph 1 within five (5) business days of the date on which such payment is due, Reliant shall be in default of its payment obligations (“Default”). The United States will provide written notice of the Default to Reliant and Reliant shall have the opportunity to cure such Default within ten (10) business days from the date of receipt of the notice. Notice of Default will be delivered to counsel for Reliant as set forth below or to such other representative as Reliant shall designate in advance in writing. If Reliant fails to cure such Default within ten (10) business days of receiving the Notice of Default, the remaining unpaid balance of the

Settlement Amount shall become immediately due and payable, and interest shall accrue at the rate of 12% per annum compounded daily from the date of Default on the remaining unpaid total (principal and interest balance). Reliant shall consent to a Consent Judgment in the amount of the unpaid balance, and the United States, at its sole option, may: (a) offset the remaining unpaid balance from any amounts due and owing to Reliant by any department, agency, or agent of the United States at the time of Default; (b) collect the entire unpaid balance of the Settlement Amount, plus interest, including 12% interest from the date of Default, and all other amounts due upon the event of Default as specified in this paragraph; (c) file a civil action for the Covered Conduct; or (d) exercise any other rights granted by law or in equity, including referral of this matter for private collection. In the event a complaint is filed pursuant to subsection (c) of this paragraph, Reliant agrees not to plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories to the allegations in the complaint, except to the extent such defenses were available to Reliant on the Effective Date. Reliant agrees not to contest any consent judgment, offset, or any collection action undertaken by the United States pursuant to this paragraph, either administratively or in any state or federal court. Reliant shall pay the United States all reasonable costs of collection and enforcement under this paragraph, including attorneys' fees and expenses.

- f. Notwithstanding the foregoing, in the event of Default as defined in Paragraph 1.e, above, OIG-HHS may exclude Reliant from participating in all Federal health care programs until Reliant pays the Settlement Amount and reasonable costs as set forth in Paragraph 1.e, above. OIG-HHS will provide written notice of any

such exclusion to Reliant. Reliant waives any further notice of the exclusion under 42 U.S.C. § 1320a-7(b)(7), and agrees not to contest such exclusion either administratively or in any state or federal court. Reinstatement to program participation is not automatic. If at the end of the period of exclusion Reliant wishes to apply for reinstatement, Reliant must submit a written request for reinstatement to OIG-HHS in accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. Reliant will not be reinstated unless and until OIG-HHS approves such request for reinstatement.

2. Subject to the exceptions in Paragraph 4 (concerning excluded claims) below, and conditioned upon Reliant's full payment of the Settlement Amount, the United States releases Reliant together with its current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners; and the corporate successors and assigns of any of them from any civil or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; or the common law theories of payment by mistake, unjust enrichment, and fraud.

3. In consideration of the obligations of Reliant in this Agreement and the Corporate Integrity Agreement (CIA), entered into between OIG-HHS and Reliant, and conditioned upon Reliant's full payment of the Settlement Amount, the OIG-HHS agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from Medicare, Medicaid, and other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against Reliant under 42 U.S.C. § 1320a-7a (Civil Monetary Penalties Law) or 42 U.S.C. § 1320a-7(b)(7) (permissive exclusion for fraud, kickbacks, and other prohibited activities) for the

Covered Conduct, except as reserved in this Paragraph and in Paragraph 4 (concerning excluded claims), below. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude Reliant from Medicare, Medicaid, and other Federal health care programs under 42 U.S.C. § 1320a-7(a) (mandatory exclusion) based upon the Covered Conduct. Nothing in this Paragraph precludes the OIG-HHS from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 4, below.

4. Notwithstanding the releases given in paragraphs 2 and 3 of this Agreement, or any other term of this Agreement, the following claims of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability, including mandatory exclusion from Federal health care programs;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability of individuals;
- g. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;
- h. Any liability for failure to deliver goods or services due; and
- i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

5. Reliant waives and shall not assert any defenses Reliant may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action. Nothing in this paragraph or any other provision of this Agreement constitutes an agreement by the United States concerning the characterization of the Settlement Amount for purposes of the Internal Revenue laws, Title 26 of the United States Code.

6. Reliant fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that Reliant has asserted, could have asserted, or may assert in the future against the United States, and its agencies, officers, agents, employees, and servants related to the Covered Conduct and the United States' investigation and prosecution thereof.

7. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare contractor (e.g., Medicare Administrative Contractor, fiscal intermediary, carrier) or any state payer, related to the Covered Conduct; and Reliant agrees not to resubmit to any Medicare contractor or any state payer any previously denied claims related to the Covered Conduct, agrees not to appeal any such denials of claims, and agrees to withdraw any such pending appeals.

8. Reliant agrees to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1 and 1396-1396w-5; and the regulations and official



program directives promulgated thereunder) incurred by or on behalf of Reliant, its present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' audit(s) and civil and any criminal investigation(s) of the matters covered by this Agreement;
- (3) Reliant's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and any criminal investigation(s) in connection with the matters covered by this Agreement (including attorney's fees);
- (4) the negotiation and performance of this Agreement;
- (5) the payments Reliant makes to the United States pursuant to this Agreement; and
- (6) the negotiation of, and obligations undertaken pursuant to the CIA to: (i) retain an independent review organization to perform annual reviews as described in Section III of the CIA; and (ii) prepare and submit reports to the OIG-HHS,

are unallowable costs for government contracting purposes and under the Medicare Program, Medicaid Program, TRICARE Program, and Federal Employees Health Benefits Program (FEHBP) (hereinafter referred to as Unallowable Costs). However, nothing in paragraph 8.a.(6) that may apply to the obligations undertaken pursuant to the CIA affects the status of costs that are not allowable based on any other authority applicable to Reliant.

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for, in nonreimbursable cost centers where applicable, by Reliant, and Reliant shall not charge such Unallowable Costs directly or indirectly to any

contracts with the United States or any State Medicaid program, or seek payment for such Unallowable Costs through any cost report, cost statement, information statement, or payment request submitted by Reliant or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment:

Reliant further agrees that within 90 days of the Effective Date of this Agreement it shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this Paragraph) included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by Reliant or any of its subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the unallowable costs. Reliant agrees that the United States, at a minimum, shall be entitled to recoup from Reliant any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment.

Any payments due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice and/or the affected agencies. The United States reserves its rights to disagree with any calculations submitted by Reliant or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this Paragraph) on Reliant or any of its subsidiaries or affiliates' cost reports, cost statements, or information reports.

d. Nothing in this Agreement shall constitute a waiver of the rights of the United States to audit, examine, or re-examine Reliant's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

9. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraph 10 (waiver for beneficiaries paragraph), below.

10. Reliant agrees that it waives and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payors based upon the claims defined as Covered Conduct.

11. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

12. Each party and signatory to this Agreement represents that it freely and voluntarily enters in to this Agreement without any degree of duress or compulsion.

13. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the Eastern District of Missouri. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

14. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

15. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

16. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

17. This Agreement is binding on Reliant's successors, transferees, heirs, and assigns.

18. All parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

19. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

DATED: 7-5-17

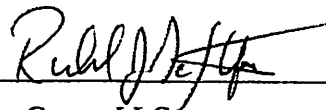
BY: Suzanne Moore  
THOMAS DITTMEIER  
ACTING UNITED STATES ATTORNEY  
Eastern District of Missouri  
By Suzanne J. Moore  
Assistant United States Attorney

DATED: 7/3/17

BY: Lisa M. Re  
LISA M. RE  
Assistant Inspector General for Legal Affairs  
Office of Counsel to the Inspector General  
Office of Inspector General  
United States Department of Health and Human Services

**DEFENDANTS**

DATED: 6/28/17

BY: 

Reliant Care Group, LLC

Reliant Care Management Company, LLC

Reliant Care Rehabilitative Services, LLC

Bernard Care Center, LLC

Bridgewood Health Care Center, LLC

Chariton Park Health Care Center, LLC

Crestwood Health Care Center, LLC

Four Seasons Living Center, LLC

Heritage Care Center of Berkeley, LLC

Levering Regional Health Care Center, LLC

BKY Healthcare of Milan, Inc.

d/b/a Milan Health Care Center

Nathan Health Care Center, LLC

North Village Park, LLC

MMA Healthcare of St. Elizabeth, Inc.

d/b/a St. Elizabeth Care Center

MMA Healthcare of Viburnum, Inc.

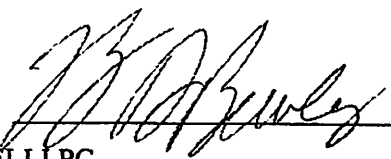
d/b/a Stonecrest Healthcare

MMA Healthcare of Center, Inc.

d/b/a/ Westview Nursing Home

By Richard J. DeStefane, President

DATED: 6/30/17

BY: 

POLSINELLI PC

Brian Bewley

Asher Funk

Counsel for Reliant

## **Exhibit A**

### **Contracted SNFs**

#### **RCG or Richard J. DeStefane Owned SNFs**

#### **Location**

Bernard Care Center, LLC	St. Louis, MO
Bridgewood Health Care Center, LLC	Kansas City, MO
Chariton Park Health Care Center, LLC	Salisbury, MO
Crestwood Health Care Center, LLC	Florissant, MO
Four Seasons Living Center, LLC	Sedalia, MO
Heritage Care Center of Berkeley, LLC	St. Louis, MO
Levering Regional Health Care Center, LLC	Hannibal, MO
BKY Healthcare of Milan, Inc. d/b/a Milan Health Care Center	Milan, MO
Nathan Health Care Center, LLC	East St. Louis, IL
North Village Park, LLC	Moberly, MO
MMA Healthcare of St. Elizabeth, Inc. d/b/a St. Elizabeth Care Center	St. Elizabeth, MO
MMA Healthcare of Viburnum, Inc. d/b/a Stonecrest Healthcare	Viburnum, MO
MMA Healthcare of Center, Inc. d/b/a Westview Nursing Home	Center, MO

#### **Non-RCG or Richard J. DeStefane Owned SNFs**

#### **Location**

Hillside Manor Healthcare and Rehabilitation Center	St. Louis, MO
Prairie Crossing Living and Rehabilitation Center	Shabbona, IL
Rancho Manor Healthcare and Rehab Center	Florissant, MO
Tower Hill Healthcare Center	South Elgin, IL
Truman Lake Manor	Lowry City, MO

## Exhibit B

### PROMISSORY NOTE

1. For value received, and pursuant to a Settlement Agreement dated July 5, 2017, attached hereto (Settlement Agreement), Reliant Care Group LLC (“RCG”), Reliant Care Management Company, LLC (“RCMC”), Reliant Care Rehabilitative Services, LLC (“RCRS”), Bernard Care Center, LLC, Bridgewood Health Care Center, LLC, Chariton Park Health Care Center, LLC, Crestwood Health Care Center, LLC, Four Seasons Living Center, LLC, Heritage Care Center of Berkeley, LLC, Levering Regional Health Care Center, LLC, BKY Healthcare of Milan, Inc. d/b/a Milan Health Care Center, Nathan Health Care Center, LLC, North Village Park, LLC, MMA Healthcare of St. Elizabeth, Inc. d/b/a St. Elizabeth Care Center, MMA Healthcare of Viburnum, Inc. d/b/a Stonecrest Healthcare, and MMA Healthcare of Center, Inc. d/b/a Westview Nursing Home (collectively referred to herein as “Reliant” or “Maker”), for itself and its successors and assigns, promises to pay to the United States of America (“Holder”), or its assignee, the full Settlement Amount of Eight Million Three Hundred Sixty-Eight Thousand Eight Hundred Seventy-Eight and no/100 Dollars \$8,368,878.00, together with interest accruing at the rate of 3.0% per annum beginning on October 1, 2016, resulting in an outstanding initial balance of \$8,555,974.01, as set forth below.

#### Schedule of Payments (including interest)

Due Date	Principal Due	Interest Expense	Principal Payment	Ending Balance
07/05/2017	8,368,878.00	190,535.27	2,831,356.00	5,537,522.00
09/30/2017	5,537,522.00	39,597.07	461,460.17	5,076,061.83
12/31/2017	5,076,061.83	38,070.46	461,460.17	4,614,601.66
03/31/2018	4,614,601.66	34,609.51	461,460.17	4,153,141.49
06/30/2018	4,153,141.49	31,148.56	461,460.17	3,691,681.32
09/30/2018	3,691,681.32	27,687.61	461,460.17	3,230,221.15
12/31/2018	3,230,221.15	24,226.66	461,460.17	2,768,760.98
03/31/2019	2,768,760.98	20,765.71	461,460.17	2,307,300.81
06/30/2019	2,307,300.81	17,304.76	461,460.17	1,845,840.64
09/30/2019	1,845,840.64	13,843.80	461,460.17	1,384,380.47
12/31/2019	1,384,380.47	10,382.85	461,460.17	922,920.30
03/31/2020	922,920.30	6,921.90	461,460.17	461,460.13
06/30/2020	461,460.13	3,460.95	461,460.13	0

2. Payments will be made by wire transfer as indicated in the Settlement Agreement. If there is any change in the method or instructions of payment, the Holder shall inform the Maker at least 5 business days before payment is due.

3. This Note may be prepaid, in whole or in part, without penalty or premium. Partial payment does not alter the interest rate applicable each year as reflected in paragraph 1 of this Note, but shall reduce the interest expense for such partial payment by the amount of interest that would have been payable for the number of days between the date that such partial payment was due according to the terms of this Note, and the actual date of such partial payment.



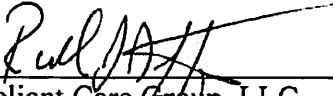
4. Pursuant to the Settlement Agreement, Richard J. DeStefane (“**Mr. DeStefane**”), the owner and president of RCG will execute a Guaranty and Collateral Agreement, in the form attached hereto, Guaranteeing the full principal sum of \$8,368,878, together with interest accruing at the rate of 3.0% per annum beginning October 1, 2016 in accordance with the terms of such Guaranty and Collateral Agreement.

5. If Maker is in Default on its payment obligations as the term Default is defined in the Settlement Agreement at Paragraph 1(e), in addition to the remedies available as set forth in Paragraph 1(e) of the Settlement Agreement, the Holder of this Note may enforce the Guaranty and Collateral Agreement set in Paragraph 4 above according to the terms of each.

6. This Note shall be governed and construed according to the laws of the United States of America and the applicable substantive laws of the State of Missouri, without regard to conflicts of laws principles.

7. Maker acknowledges that it is entering into this Note freely, voluntarily and with no degree of compulsion whatsoever.

IN WITNESS THEREOF, Maker intending to be legally bound hereby and so bind its successors and assigns, has caused this Note to be executed by its proper corporate officers duly attested this 3rd day of July, 2017.

DATED: July 3, 2017 BY:   
Reliant Care Group, LLC  
Reliant Care Management Company, LLC  
Reliant Care Rehabilitative Services, LLC  
Bernard Care Center, LLC  
Bridgewood Health Care Center, LLC  
Chariton Park Health Care Center, LLC  
Crestwood Health Care Center, LLC  
Four Seasons Living Center, LLC  
Heritage Care Center of Berkeley, LLC  
Levering Regional Health Care Center, LLC  
BKY Healthcare of Milan, Inc.  
d/b/a Milan Health Care Center  
Nathan Health Care Center, LLC  
North Village Park, LLC  
MMA Healthcare of St. Elizabeth, Inc.  
d/b/a St. Elizabeth Care Center  
MMA Healthcare of Viburnum, Inc.  
d/b/a Stonecrest Healthcare  
MMA Healthcare of Center, Inc.  
d/b/a/ Westview Nursing Home

By Richard J. DeStefane, President