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*Counsel for Defendants*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re: § Chapter 11  
§  
4 West Holdings, Inc. *et al.*,<sup>1</sup> § Case No. 18-30777 (HDH)  
§  
Debtors. § (Jointly Administered)

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4 West Holdings, Inc. *et al.*,<sup>2</sup> §  
Plaintiffs, §  
§ Adv. Pro. No. 18-03237 (HDH)  
v. §  
§  
Omega Healthcare Investors, Inc., *et al.*,<sup>3</sup> §  
Defendants. §

**OMEGA HEALTHCARE INVESTORS INC.  
AND ITS AFFILIATES' RESPONSE TO  
PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT**

Omega Healthcare Investors, Inc. and its affiliated defendants in this action (collectively, the “*Omega Entities*” or “*Defendants*”), by and through undersigned counsel, file this response to the Motion for Summary Judgment

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<sup>1</sup> A list of the Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number, is attached hereto as Exhibit A.

<sup>2</sup> A list of the Plaintiffs in this adversary proceeding is attached hereto as Exhibit B.

<sup>3</sup> A list of the Defendants in this adversary proceeding is attached hereto as Exhibit C.

filed by 4 West Holdings, Inc. and its affiliates (collectively, the “*Debtors*” or “*Plaintiffs*”).

**I.**  
**ARGUMENT**

**A. Summary Judgment should be denied as to Omega Healthcare Investors, Inc. and OHI Asset RO, LLC, neither of which are parties to the Master Leases.**

The Complaint names Omega Healthcare Investors, Inc. and OHI Asset RO, LLC as defendants. Neither of these entities are parties to the Master Leases<sup>4</sup> that are the subject of this recharacterization action. *See* South East Master Lease, Exhibit 4 to Summary Judgment Motion [Docket 3-10], at pp. 90 of 231 – 92 of 231 (listing the landlord parties to the South East Master Lease, none of which are Omega Healthcare Investors, Inc. or OHI Asset RO, LLC); Indiana Master Lease, Exhibit 5 to Summary Judgment Motion [Docket 3-11], at pp. 88 of 118 (listing the landlord party to the Indiana Master Lease, which is not Omega Healthcare Investors, Inc. or OHI Asset RO, LLC).<sup>5</sup> Absent a lease between Omega Healthcare Investors, Inc. and OHI Asset RO, LLC and any of the Debtors, there is nothing to recharacterize as to Omega Healthcare Investors, Inc. or OHI Asset RO, LLC.

There are no unique allegations in the Complaint relating to Omega Healthcare Investors, Inc. or OHI Asset RO, LLC; instead, these entities are simply (and inexplicably) included in the defined term “Defendants” or “Omega.” *See* Compl. at opening paragraph, p. 2. Likewise, while the Summary Judgment Motion relies in part on statements of Omega Healthcare Investors, Inc., that is not sufficient to state a claim against such entity; it is, at most, a witness.

In short, Omega Healthcare Investors, Inc. and OHI Asset RO, LLC are simply affiliates of the other Defendants, but are not parties to the Master Leases at issue in this action. Neither Omega Healthcare Investors, Inc. nor OHI Asset RO, LLC should be involved in litigation over leases to which they

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<sup>4</sup> Capitalized terms not defined herein have the meanings ascribed to them in the Complaint [Docket No. 1].

<sup>5</sup> Indeed, it does not appear that Omega Healthcare Investors, Inc. a party to any agreement with the Debtors.

are not parties. Accordingly, summary judgment should be denied as to Omega Healthcare Investors, Inc. and OHI Asset RO, LLC.

**B. Recharacterization *per se* is not an appropriate remedy for the Transfer Portfolio.**

The Complaint seeks recharacterization of the South East Master Lease and the Indiana Master Lease. *See* Compl. at ¶ 1. Yet certain of the South East Master Lease properties have already been transitioned to the applicable Omega Entity landlords, pursuant to an order of this Court. Other properties that are the subject of the South East Master Lease, together with the one property that is subject to the Indiana Master Lease, are to be transitioned to the other applicable Omega Entity landlords shortly. (This group of properties already transitioned or in transition are known in the Debtors' bankruptcy cases as the "*Transfer Portfolio*.") In addition, the Debtors have been paying "Interim Rent" of \$1 million per month on all of their properties since the commencement of their cases, pursuant to a Court-approved Restructuring Support Agreement (the "*RSA*").

Recharacterization of the relationship between the applicable Omega Entity landlords and the applicable Tenant Debtors from landlord/tenant to mortgagee/mortgagor<sup>6</sup> is not an appropriate remedy for the Transfer Portfolio properties.<sup>7</sup> Recharacterization would render the Tenant Debtors as owners with respect to properties as to which the Omega Entities are record title owners and have re-leased, as owners, to other parties. Such relief would have to be coupled with *nunc pro tunc* abandonment by the Debtors: a very odd procedural matter that would render these complex cases even more procedurally byzantine. It would also affect this Court's order approving the Settlement Agreement that mandated and has resulted in the transition of the Transfer Portfolio, and modification of that order has not been sought by the Complaint. Likewise, this Court has already approved the payment of post-

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<sup>6</sup> Or, as to personalty, from landlord/tenant to secured lender/borrower.

<sup>7</sup> The same argument holds true for any properties transitioned pre-petition to any other applicable Omega Entity landlord. It is not clear whether the Debtors seek to recharacterize the pre-petition lease arrangements to loans with respect to properties that were transitioned to the applicable Omega Entity landlords pre-petition. Absent an amended complaint that seeks such relief (and a new summary judgment motion with briefing in support), summary judgment should not be granted as to any pre-petition lease arrangements (and/or leaseholds) that were terminated among the parties, to the extent the Debtors seek such relief.

petition Interim Rent on the Debtors' properties, including the Transfer Portfolio. The Debtors do not seek in their Complaint to recharacterize any prior payments on the South East Master Lease or the Indiana Master Lease.<sup>8</sup>

Similarly, in *Mirant Mid-Atlantic, LLC et al. v. Morgantown OLI LLC et al. (In re Mirant Corp.)*, 327 B.R. 262, 268 (Bankr. N.D. Tex. 2005), the Court refused to grant declaratory relief recharacterizing a lease as a loan when it would re-order the rights and obligations of sophisticated parties, in fully disclosed, arms'-length transactions previously entered into and consummated. *Id.* at 270. That identical reasoning holds true as to the Transfer Portfolio—if anything, the argument against recharacterization is even stronger here, where this Court already approved the manner in which the Debtors' estates would (and now, have) disposed of the Transfer Portfolio, and where this Court has approved the payment of Interim Rent by the Debtors, including as to the Transfer Portfolio.

Instead, the applicable Omega Entity landlords would propose to work with the Debtors to craft a judgment that recognizes that, as to the Transfer Portfolio, (i) the remaining obligations of the applicable Tenant Debtors are henceforth loans instead of leases, (ii) the claims of the applicable Omega Entity landlords should be adjusted prospectively and accordingly, and (iii) in all other respects the actions taken to dispose of the Transfer Portfolio and this Court's approved Interim Rent payments should not be annulled, disturbed, or reversed, by virtue of recharacterization or otherwise.

**C. The applicable Omega Entity Landlords do not oppose summary judgment on recharacterization of the balance of the South East Master Lease.**

In the interest of avoiding undue litigation, the applicable Omega Entity Landlords do not oppose summary judgment as to the balance of the South East Master Lease on a prospective basis (the Debtors do not seek retroactive relief). As noted above, from the Petition Date forward in these cases, the Debtors have paid Interim Rent of \$1 million per month pursuant to the Court-approved RSA. The Debtors do not seek to modify the previously approved

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<sup>8</sup> The RSA also provides in Section 5(a) that "no termination of this Agreement shall give rise to any right of the Company to reclaim, take legal action to recover, or in any way take back any Interim Rent that has been paid." Thus, all Interim Rent already paid is final and indefeasible.

RSA, nor can they pursuant to the express terms of the RSA. Thus, the applicable Defendants will work with the Plaintiffs to present to the Court a form of judgment consistent with this matters set forth in this Response (or will seek Court intervention to assist in the fashioning of an appropriate order if no such agreement can be reached).

WHEREFORE, Defendants pray that this Court grant the following relief:

- (a) the Motion for Summary Judgment be denied as to Omega Healthcare Investors, Inc. and OHI Asset RO, LLC;
- (b) the remaining obligations under those portions of the South East Master Lease and the Indiana Master Lease that comprise the Transfer Portfolio be adjusted to secured loans instead of leases under a form of judgment to be agreed upon by Defendants and Plaintiffs (or entered by the Court in accordance with the matters set forth in this Response, if the parties cannot reach agreement);
- (c) the prospective obligations under the portions of the South East Master Lease that comprise the balance of the Defendants' facilities be recharacterized to secured loans instead of leases, also pursuant to a form of judgment to be agreed upon by Defendants and Plaintiffs (or entered by the Court in accordance with the matters set forth in this Response, if the parties cannot reach agreement); and
- (d) such other and further relief, at law or in equity, to which Defendants are justly entitled.

Dated: August 17, 2018  
Dallas, Texas

Respectfully submitted,

**Bryan Cave Leighton Paisner LLP**

By: /s/ Michael Cooley

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- and -

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*Counsel for the Defendants*

**CERTIFICATE OF SERVICE**

This is to certify that on August 17, 2018, a copy of the foregoing *Omega Healthcare Investors Inc. and Affiliates' Response to Plaintiffs' Motion for Summary Judgment* was served via the Court's EM/ECF electronic system to all parties consenting to service through same, and to all others by first-class mail, postage pre-paid addressed as follows:

**Parties Served Via the Court's EM/ECF Electronic System:**

DLA Piper LLP (US)  
Attn: Andy Zollinger  
1717 Main Street, Suite 4600  
Dallas, TX 75201-4629

Office of the United States Trustee  
Attn: Meredyth Kippes  
Attn: Nancy Resnick  
Earle Cabell Federal Building  
1100 Commerce Street, Room 976  
Dallas, TX 75242

**Parties Served Via United States Mail:**

DLA Piper LLP (US)  
Attn: Thomas R. Califano  
Attn: Dienna Ching Corrado  
1251 Avenue of the Americas  
New York, NY 10020-1104

DLA Piper LLP (US)  
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15950 Dallas Parkway  
Dallas, TX 75248

/s/ Michael P. Cooley  
Michael P. Cooley

**EXHIBIT A****List of Debtors, Sorted Alphabetically**

	<b>Debtor Name</b>	<b>Case No.</b>	<b>EIN</b>
1.	4 West Holdings, Inc.	18-30777	9732
2.	4 West Investors, LLC	18-30778	6021
3.	Aiken RE, LLC	18-30850	1814
4.	Ambassador Rehabilitation and Healthcare Center, LLC	18-30879	1636
5.	Anchor Rehabilitation and Healthcare Center of Aiken, LLC	18-30868	9448
6.	Anderson RE TX, LLC	18-30774	3630
7.	Anderson RE, LLC	18-30861	1806
8.	Ark II Real Estate, LLC	18-30840	3628
9.	Ark III Real Estate, LLC	18-30847	0121
10.	Ark Mississippi Holding Company, LLC	18-30788	3765
11.	Ark Real Estate, LLC	18-30809	6014
12.	Ark South Carolina Holding Company, LLC	18-30856	0002
13.	Ark Texas Holding Company, LLC	18-30806	3739
14.	Battle Ground RE, LLC	18-30825	1818
15.	Brushy Creek Rehabilitation and Healthcare Center, LLC	18-30884	3292
16.	Bryan RE, LLC	18-30775	3633
17.	Burleson RE, LLC	18-30759	1777
18.	Capstone Rehabilitation and Healthcare Center, LLC	18-30878	7871
19.	Charlottesville Pointe Rehabilitation and Healthcare Center, LLC	18-30801	4467
20.	Charlottesville RE, LLC	18-30829	0836
21.	Cleveland RE, LLC	18-30811	6013
22.	Clinton RE, LLC	18-30812	8109
23.	Cobblestone Rehabilitation and Healthcare Center, LLC	18-30869	1612
24.	Collierville RE, LLC	18-30841	8845
25.	Columbia RE, LLC	18-30815	8838
26.	Columbia Rehabilitation and Healthcare Center, LLC	18-30795	6772
27.	Comfort RE, LLC	18-30764	1902
28.	Connersville RE, LLC	18-30833	9824
29.	Corinth RE, LLC	18-30814	1777
30.	Cornerstone Rehabilitation and Healthcare Center, LLC	18-30800	8841
31.	Crystal Rehabilitation and Healthcare Center, LLC	18-30807	8842
32.	Delta Rehabilitation and Healthcare Center of Cleveland, LLC	18-30792	7212
33.	Descending Dove, LLC	18-30842	8081
34.	Diboll RE, LLC	18-30766	1939
35.	Easley RE II, LLC	18-30857	1819
36.	Easley RE, LLC	18-30854	1817
37.	Edgefield RE, LLC	18-30836	3574
38.	Farmville RE, LLC	18-30831	3442
39.	Farmville Rehabilitation and Healthcare Center, LLC	18-30804	4464
40.	Fleetwood Rehabilitation and Healthcare Center, LLC	18-30888	9615
41.	Fortress Health & Rehab of Rock Prairie, LLC	18-30765	1314
42.	Granbury RE, LLC	18-30769	1999



	<b>Debtor Name</b>	<b>Case No.</b>	<b>EIN</b>
43.	Great Oaks RE, LLC	18-30819	1731
44.	Great Oaks Rehabilitation and Healthcare Center, LLC	18-30780	4357
45.	Greenville RE II, LLC	18-30846	1798
46.	Greenville RE, LLC	18-30843	1797
47.	Greenville Rehabilitation and Healthcare Center, LLC	18-30882	3920
48.	Greenwood RE, LLC	18-30816	1654
49.	Greer RE, LLC	18-30839	1795
50.	Greer Rehabilitation and Healthcare Center, LLC	18-30859	9462
51.	Grenada RE, LLC	18-30821	1623
52.	Grenada Rehabilitation and Healthcare Center, LLC	18-30786	8843
53.	Heritage Park Rehabilitation and Healthcare Center, LLC	18-30787	9055
54.	Hillsville RE, LLC	18-30834	2195
55.	Hillsville Rehabilitation and Healthcare Center, LLC	18-30808	4463
56.	Holly Lane Rehabilitation and Healthcare Center, LLC	18-30797	9103
57.	Holly RE, LLC	18-30830	1816
58.	Holly Springs RE, LLC	18-30823	1559
59.	Holly Springs Rehabilitation and Healthcare Center, LLC	18-30789	6524
60.	Indianola RE, LLC	18-30822	6022
61.	Indianola Rehabilitation and Healthcare Center, LLC	18-30779	7203
62.	Italy RE, LLC	18-30761	2086
63.	Iva RE, LLC	18-30852	1801
64.	Iva Rehabilitation and Healthcare Center, LLC	18-30874	0384
65.	Johns Island Rehabilitation and Healthcare Center, LLC	18-30891	4898
66.	Joy of Bryan, LLC	18-30837	4072
67.	Lampstand Health & Rehab of Bryan, LLC	18-30767	2002
68.	Linley Park Rehabilitation and Healthcare Center, LLC	18-30890	0525
69.	Macon Rehabilitation and Healthcare Center, LLC	18-30880	9644
70.	Magnified Health & Rehab of Anderson, LLC	18-30773	9060
71.	Manna Rehabilitation and Healthcare Center, LLC	18-30863	9441
72.	Marietta RE, LLC	18-30867	1809
73.	McCormick RE, LLC	18-30864	1808
74.	McCormick Rehabilitation and Healthcare Center, LLC	18-30873	3193
75.	Memphis RE, LLC	18-30844	8846
76.	Midland RE, LLC	18-30832	5138
77.	Midland Rehabilitation and Healthcare Center, LLC	18-30799	9679
78.	Moultrie RE, LLC	18-30848	9943
79.	Mountain View Rehabilitation and Healthcare Center, LLC	18-30798	9227
80.	Natchez RE, LLC	18-30818	6019
81.	Natchez Rehabilitation and Healthcare Center, LLC	18-30803	6773
82.	New Ark Master Tenant, LLC	18-30885	7893
83.	New Ark Operator Holdings, LLC	18-30893	7623
84.	New Redeemer Health & Rehab of Pickens, LLC	18-30881	5321
85.	Olive Leaf Holding Company, LLC	18-30845	0129
86.	Olive Leaf, LLC	18-30866	0001
87.	Omega Health & Rehab of Greenville, LLC	18-30870	9461
88.	Orianna Health Systems, LLC	18-30785	5160
89.	Orianna Holding Company, LLC	18-30784	1323

	<b>Debtor Name</b>	<b>Case No.</b>	<b>EIN</b>
90.	Orianna Investment, Inc.	18-30781	1141
91.	Orianna SC Operator Holdings, Inc.	18-30871	0383
92.	Palladium Hospice and Palliative Care, LLC	18-30887	1873
93.	Patewood Rehabilitation and Healthcare Center, LLC	18-30865	9457
94.	Picayune RE, LLC	18-30827	9749
95.	Picayune Rehabilitation and Healthcare Center, LLC	18-30793	9183
96.	Pickens RE II, LLC	18-30862	1823
97.	Pickens RE, LLC	18-30860	1821
98.	Piedmont RE, LLC	18-30849	1800
99.	Poinsett Rehabilitation and Healthcare Center, LLC	18-30876	0713
100.	Poplar Oaks Rehabilitation and Healthcare Center, LLC	18-30813	4771
101.	Portland RE, LLC	18-30826	1822
102.	Provo RE, LLC	18-30835	3568
103.	Rainbow Rehabilitation and Healthcare Center, LLC	18-30802	4772
104.	River Falls Rehabilitation and Healthcare Center, LLC	18-30886	9788
105.	Riverside Rehabilitation and Healthcare Center, LLC	18-30883	3951
106.	Rock Prairie RE, LLC	18-30772	3636
107.	Rocky Mount RE, LLC	18-30838	5904
108.	Rocky Mount Rehabilitation and Healthcare Center, LLC	18-30810	4466
109.	Roy RE, LLC	18-30817	5142
110.	Scepter Rehabilitation and Healthcare Center, LLC	18-30872	1630
111.	Scepter Senior Living Center, LLC	18-30875	1621
112.	Simpsonville RE II, LLC	18-30858	1804
113.	Simpsonville RE, LLC	18-30855	1802
114.	Simpsonville Rehabilitation and Healthcare Center, LLC	18-30889	3564
115.	Snellville RE, LLC	18-30851	9933
116.	Southern Oaks Rehabilitation and Healthcare Center, LLC	18-30877	1141
117.	The Bluffs Rehabilitation and Healthcare Center, LLC	18-30796	9314
118.	The Ridge Rehabilitation and Healthcare Center, LLC	18-30892	1456
119.	Trinity Mission Health & Rehab of Connersville, LLC	18-30805	8787
120.	Trinity Mission of Burleson, LLC	18-30762	2585
121.	Trinity Mission of Comfort, LLC	18-30763	2573
122.	Trinity Mission of Diboll, LLC	18-30768	2581
123.	Trinity Mission of Granbury, LLC	18-30771	2582
124.	Trinity Mission of Italy, LLC	18-30760	2576
125.	Trinity Mission of Winnsboro, LLC	18-30776	2583
126.	Utah Valley Rehabilitation and Healthcare Center, LLC	18-30782	9661
127.	Vicksburg RE, LLC	18-30828	0150
128.	Victory Rehabilitation and Healthcare Center, LLC	18-30794	9485
129.	Wadesboro RE, LLC	18-30853	9929
130.	Wide Horizons RE, LLC	18-30820	5144
131.	Wide Horizons Residential Care Facility, LLC	18-30790	9387
132.	Winnsboro RE, LLC	18-30770	2134
133.	Woodlands Rehabilitation and Healthcare Center, LLC	18-30791	9127
134.	Yazoo City RE, LLC	18-30824	8844
135.	Yazoo City Rehabilitation and Healthcare Center, LLC	18-30783	7216

**EXHIBIT B****List of Plaintiffs, Sorted Alphabetically**

	<b>Plaintiff Name</b>		<b>Plaintiff Name</b>
1.	4 West Holdings, Inc.	27.	Hillsville RE, LLC
2.	Orianna Health Systems, LLC	28.	Holly Springs RE, LLC
3.	Aiken RE, LLC	29.	Indianola RE, LLC
4.	Anderson RE, LLC	30.	Iva RE, LLC
5.	Ark III Real Estate, LLC	31.	Marietta RE, LLC
6.	Ark Holding Company, Inc.	32.	McCormick RE, LLC
7.	Ark Mississippi Holding Company, LLC	33.	Memphis RE, LLC
8.	Ark Real Estate, LLC	34.	Moultrie RE, LLC
9.	Ark South Carolina Holding Company, LLC	35.	Natchez RE, LLC
10.	Charlottesville RE, LLC	36.	Orianna Investment, Inc., <i>fka</i> New Ark Investment, Inc.
11.	Cleveland RE, LLC	37.	Orianna Holding Company, LLC, <i>fka</i> Covenant Dove Holding Company, LLC
12.	Clinton RE, LLC	38.	Orianna SC Operator Holdings, Inc., <i>fka</i> New Ark SC Operator Holdings, Inc.
13.	Collierville RE, LLC	39.	Olive Leaf Holding Company, LLC
14.	Columbia RE, LLC	40.	Olive Leaf, LLC
15.	Connersville RE, LLC	41.	Picayune RE, LLC
16.	Corinth RE, LLC	42.	Pickens RE II, LLC
17.	Easley RE II, LLC	43.	Pickens RE, LLC
18.	Easley RE, LLC	44.	Piedmont RE, LLC
19.	Edgefield RE, LLC	45.	Rocky Mount RE, LLC
20.	Farmville RE, LLC	46.	Simpsonville RE II, LLC
21.	Great Oaks RE, LLC	47.	Simpsonville RE, LLC
22.	Greenville RE II, LLC	48.	Snellville RE, LLC
23.	Greenville RE, LLC	49.	Vicksburg RE, LLC
24.	Greenwood RE, LLC	50.	Wadesboro RE, LLC
25.	Greer RE, LLC	51.	Yazoo City RE, LLC
26.	Grenada RE, LLC		

**EXHIBIT C****List of Defendants, Sorted Alphabetically**

	<b>Defendant Name</b>		<b>Defendant Name</b>
1.	Omega Healthcare Investors, Inc.	23.	OHI Asset (SC) Easley Crestview, LLC
2.	OHI Asset RO, LLC	24.	OHI Asset (SC) Edgefield, LLC
3.	OHI Asset (GA) Moultrie, LLC	25.	OHI Asset (SC) Greenville Griffith, LLC
4.	OHI Asset (GA) Snellville, LLC	26.	OHI Asset (SC) Greenville Laurens, LLC
5.	OHI Asset (IN) Connersville, Inc.	27.	OHI Asset (SC) Greenville North, LLC
6.	OHI Asset (MS) Byhalia, LLC	28.	OHI Asset (SC) Greer, LLC
7.	OHI Asset (MS) Cleveland, LLC	29.	OHI Asset (SC) Marietta, LLC
8.	OHI Asset (MS) Clinton, LLC	30.	OHI Asset (SC) McCormick, LLC
9.	OHI Asset (MS) Columbia, LLC	31.	OHI Asset (SC) Pickens East Cedar, LLC
10.	OHI Asset (MS) Corinth, LLC	32.	OHI Asset (SC) Pickens Rosemond, LLC
11.	OHI Asset (MS) Greenwood, LLC	33.	OHI Asset (SC) Piedmont, LLC
12.	OHI Asset (MS) Grenada, LLC	34.	OHI Asset (SC) Simpsonville SE Main, LLC
13.	OHI Asset (MS) Holly Springs, LLC	35.	OHI Asset (SC) Simpsonville West Curtis, LLC
14.	OHI Asset (MS) Indianola, LLC	36.	OHI Asset (SC) Simpsonville West Broad, LLC
15.	OHI Asset (MS) Natchez, LLC	37.	OHI Asset (TN) Bartlett, LLC
16.	OHI Asset (MS) Picayune, LLC	38.	OHI Asset (TN) Collierville, LLC
17.	OHI Asset (MS) Vicksburg, LLC	39.	OHI Asset (TN) Memphis, LLC
18.	OHI Asset (MS) Yazoo City, LLC	40.	OHI Asset (VA) Charlottesville, LLC
19.	OHI Asset (NC) Wadesboro, LP, <i>aka</i> OHI Asset (NC) Wadesboro, LLC	41.	OHI Asset (VA) Farmville, LLC
20.	OHI Asset (SC) Aiken, LLC	42.	OHI Asset (VA) Hillsville, LLC
21.	OHI Asset (SC) Anderson, LLC	43.	OHI Asset (VA) Rocky Mount, LLC
22.	OHI Asset (SC) Easley Anne, LLC		