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Los Angeles, CA 90071-3151

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January 23, 2026

VIA EMAIL: Heidi.Lehrman@doj.ca.gov

Heidi Lehrman, Deputy Attorney General
Healthcare Rights and Access Section
California Department of Justice
1300 I Street,
Sacramento, California 95814

Re: Providence Health System – Southern California: Response to Second Notice of Deficiency dated December 5, 2025, regarding the sale of St. Elizabeth Care Center

Dear Ms. Lehrman:

This letter and all attachments hereto shall serve as a supplemental submission and response to the letter containing a second notice of deficiency dated December 5, 2025 (the “Second Notice of Deficiency”) from the Office of the California Attorney General (the “Attorney General”) in connection with the written notice (“Notice”) for the proposed transaction (“Transaction”) involving the sale of the assets and concurrent transfer of the operations of St. Elizabeth Care Center (“St. Elizabeth”) by Providence Health System – Southern California, a California nonprofit corporation (“Providence”), to Toluca Way Health Holdings LLC, a Nevada limited liability company (“Toluca”), West Star Healthcare LLC, a Nevada limited liability company (“West Star”), and certain affiliates of The Ensign Group, Inc., a Delaware corporation (with its affiliates and subsidiaries, including West Star and Toluca, referred to collectively herein as “Ensign”), submitted to the Attorney General on July 7, 2025.

We respectfully submit the information outlined in and attached to this letter to address the Attorney General’s supplemental requests under Section 3(a) and Section 3(b) in the Second Notice of Deficiency, to ensure compliance with the requirements of California Corporations Code section 5914 et seq. and the California Code of Regulations, title 11, section 999.5, subdivision (d).

Please note, for ease of reference we have included the deficiencies and specific requests from the Second Notice of Deficiency in italics within this letter, with responses immediately following.

NOTICE OF DEFICIENCIES

We provide the following responses to the questions and requests raised in the Second Notice of Deficiency, and have attached supporting documentation as applicable:

3. **999.5(d)(9)**: The written notice of any proposed agreement or transaction set forth in section 999.5(a)(1) shall include a list of the officers and directors of the transferee, the most recent audited financial statements for the transferee, the transferee's governance documents, such as the articles of incorporation and bylaws, and a description of the transferee's policies, procedures, and eligibility requirements for the provision of charity care.
 - a. *Please provide detailed organizational charts, including names and titles of officers and directors, and governance documents for Toluca Way Health Holdings LLC, Lilac City Health Holdings LLC, Sun Mountain Health Holdings LLC, Squak Valley Health Holdings LLC, Stevens Health Holdings LLC, Lynx Canyon Health Holdings LLC, Strong Creek Health Holdings LLC, Silver Falls Health Holdings LLC, Flagstone Healthcare South LLC, Flagstone Healthcare North LLC, Flagstone Healthcare Central LLC, Standard Bearer Healthcare OP GP, LLC, and Standard Bearer Healthcare OP, LP, and Ensign Services, Inc. For the avoidance of doubt, such documents include any agreements governing the relationship between The Ensign Group, Inc. and any of its affiliates with any involvement in the Transaction.*

Attached as **Exhibit 3(a)** are copies of organizational charts and governance documents for Toluca Way Health Holdings LLC, Lilac City Health Holdings LLC, Sun Mountain Health Holdings LLC, Squak Valley Health Holdings LLC, Stevens Health Holdings LLC, Lynx Canyon Health Holdings LLC, Strong Creek Health Holdings LLC, Silver Falls Health Holdings LLC, Flagstone Healthcare South LLC, Flagstone Healthcare North LLC, Flagstone Healthcare Central LLC, Standard Bearer Healthcare OP GP, LLC, and Standard Bearer Healthcare OP, LP, and Ensign Services, Inc. The documents attached as Exhibit 3(a), along with the applicable documents previously provided in connection with the Notice, constitute all the agreements governing the relationship between The Ensign Group, Inc. and any of its affiliates involved in the Transaction.

- b. *Please provide a complete organizational chart for The Ensign Group, Inc., including all affiliates, assets, and operations in California.*

Attached as **Exhibit 3(b)** is a complete organizational chart for The Ensign Group, Inc., which includes all affiliates, assets, and operations in California.

Please let us know if we can provide further information regarding the Transaction. We appreciate your consideration of the Notice and the information and attachments contained herein.

Sincerely,

A handwritten signature in blue ink, appearing to read "Alexandra Busto", written over a horizontal line.

Alexandra Busto, Partner
of Nixon Peabody LLP

Attachments:

Exhibit 3(a)

Exhibit 3(b)

SECOND SET OF SUPPLEMENTAL MATERIALS
RESPONSE TO SECOND NOTICE OF DEFICIENCY

IN CONNECTION WITH

NOTICE OF PROPOSED SUBMISSION
AND REQUEST FOR CONSENT BY

PROVIDENCE HEALTH SYSTEM – SOUTHERN CALIFORNIA,
A CALIFORNIA NONPROFIT CORPORATION,

IN CONNECTION WITH ITS ASSET PURCHASE AND SALE AGREEMENT AND
OPERATIONS TRANSFER AGREEMENT OF ITS HEALTH FACILITY,
ST. ELIZABETH CARE CENTER

TO

TOLUCA WAY HEALTH HOLDINGS LLC,
A NEVADA LIMITED LIABILITY COMPANY
(AS BUYER)

AND

WEST STAR HEALTHCARE LLC,
A NEVADA LIMITED LIABILITY COMPANY
(AS NEW OPERATOR)

PREPARED FOR THE OFFICE OF THE ATTORNEY GENERAL

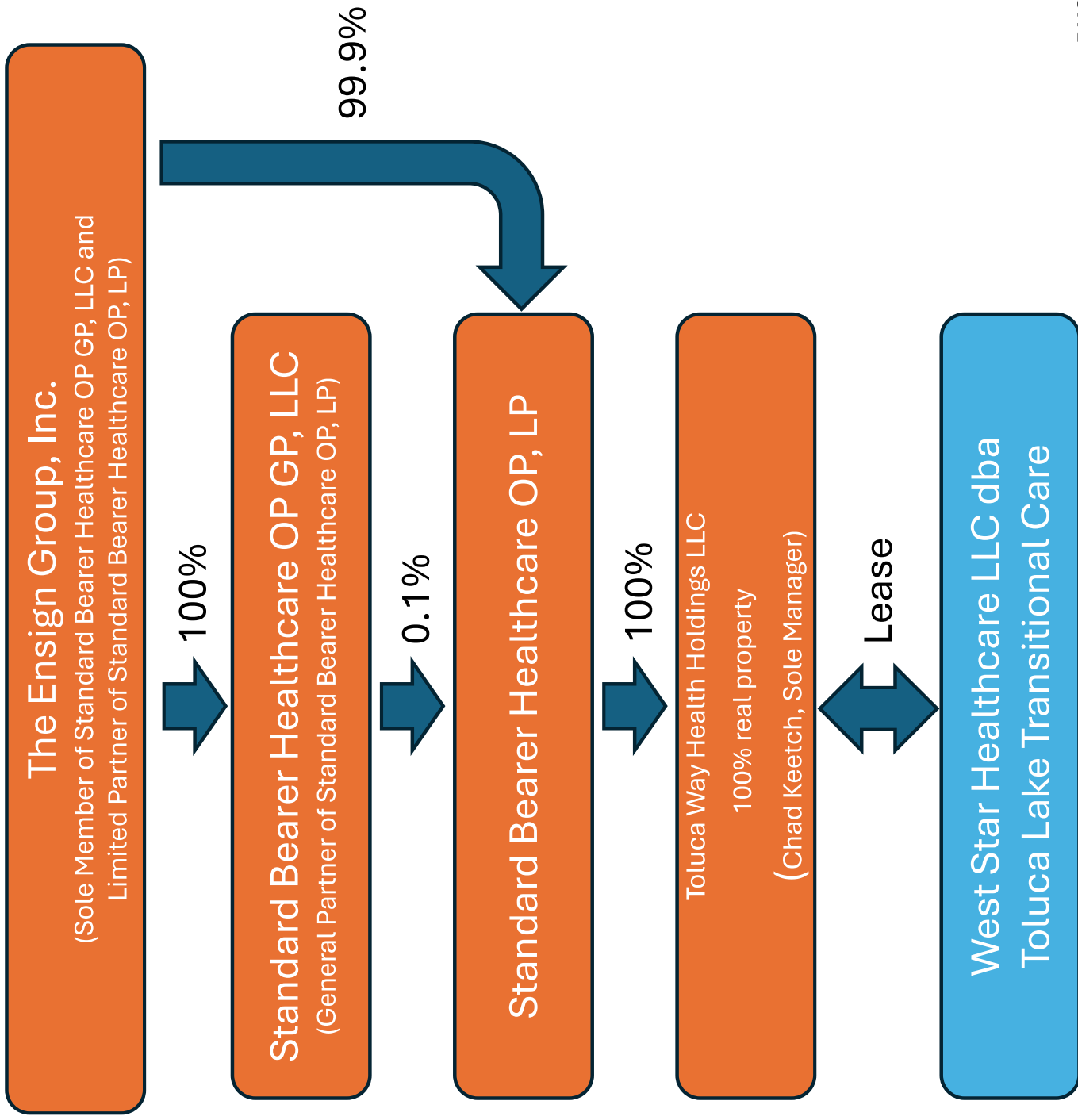
CALIFORNIA DEPARTMENT OF JUSTICE
HEALTHCARE RIGHTS AND ACCESS SECTION

January 23, 2026

EXHIBIT 3(A)

**ENSIGN AFFILIATES' ORGANIZATIONAL
CHARTS AND GOVERNANCE DOCUMENTS**

Organizational Chart: Toluca Way Health Holdings LLC



FRANCISCO V. AGUILAR
Secretary of State

STATE OF NEVADA



**OFFICE OF THE
SECRETARY OF STATE**

*Commercial Recordings Division
401 N. Carson Street
Carson City, NV 89701
Telephone (775) 684-5708
Fax (775) 684-7141
North Las Vegas City Hall
2250 Las Vegas Blvd North, Suite 400
North Las Vegas, NV 89030
Telephone (702) 486-2880
Fax (702) 486-2888*

DEPUTY BAKKEDAHL
Deputy Secretary for
Commercial Recordings

Business Entity - Filing Acknowledgement

09/24/2024

Work Order Item Number: W2024092401939 - 3953509
Filing Number: 20244350745
Filing Type: Articles of Organization
Filing Date/Time: 09/24/2024 16:33:25 PM
Filing Page(s): 3

Indexed Entity Information:

Entity ID: E43507462024-2

Entity Name: Toluca Way Health Holdings
LLC

Entity Status: Active

Expiration Date: None

Commercial Registered Agent
COGENCY GLOBAL INC.*
321 W. WINNIE LANE #104, Carson City, NV 89703, USA

The attached document(s) were filed with the Nevada Secretary of State, Commercial Recording Division. The filing date and time have been affixed to each document, indicating the date and time of filing. A filing number is also affixed and can be used to reference this document in the future.

Respectfully,



FRANCISCO V. AGUILAR
Secretary of State



FRANCISCO V. AGUILAR
 Secretary of State
 401 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov
www.nvsilverflume.gov

Filed in the Office of	Business Number
	E43507462024-2
	Filing Number
	20244350745
Secretary of State	Filed On
State Of Nevada	09/24/2024 16:33:25 PM
	Number of Pages
	3

Formation - Limited-Liability Company

- NRS 86 - Articles of Organization Limited-Liability Company NRS 86.544 - Registration of Foreign Limited-Liability Company
- NRS 89 - Articles of Organization Professional Limited-Liability Company NRS 86.555 - Registration of Professional Foreign Limited-Liability Company

1. Name Being Registered in Nevada: (See instructions)	Toluca Way Health Holdings LLC
2. Foreign Entity Name: (Name in home jurisdiction)	
3. Jurisdiction of Formation: (Foreign Limited-Liability Companies)	3a) Jurisdiction of formation: <input type="text"/> 3b) Date formed: <input type="text"/> 3c) I declare this entity is in good standing in the jurisdiction of its formation. <input type="checkbox"/>
4. Registered Agent for Service of Process*: (check only one box)	<input checked="" type="checkbox"/> Commercial Registered Agent (name only below) <input type="checkbox"/> Noncommercial Registered Agent (name and address below) <input type="checkbox"/> Office or position with Entity (title and address below) <input type="text" value="COGENCY GLOBAL INC.*"/> Name of Registered Agent OR Title of Office or Position with Entity <input type="text" value="321 W. WINNIE LANE #104"/> <input type="text" value="Carson City"/> Nevada <input type="text" value="89703"/> Street Address City Zip Code <input type="text"/> <input type="text"/> Nevada <input type="text"/> Mailing Address (If different from street address) City Zip Code
4a. Certificate of Acceptance of Appointment of Registered Agent:	<p>I hereby accept appointment as Registered Agent for the above named Entity. If the registered agent is unable to sign the Articles of Incorporation, submit a separate signed Registered Agent Acceptance form.</p> <p>x _____ <input type="text"/> Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity Date</p>
5. Management: (Domestic Limited-Liability Companies only)	Company shall be managed by: (check one box) <input checked="" type="checkbox"/> Manager(s) OR <input type="checkbox"/> Member(s)
6. Name and Address of each Manager(s) or Managing Member(s): (NRS 86 and NRS 86.544, see instructions) Name and Address of the Original Manager(s) and Member(s): (NRS 89, see instructions) IMPORTANT: A certificate from the regulatory board must be submitted showing that each individual is licensed at the time of filing.	1) <input type="text" value="Chad Keetch"/> Name <input type="text" value="29222 Rancho Viejo Rd., Ste. 127"/> <input type="text" value="San Juan Capistrano"/> <input type="text" value="CA"/> <input type="text" value="92675"/> Address City State Zip Code
7. Dissolution Date: (Domestic only)	Latest date upon which the company is to dissolve (if existence is not perpetual): <input type="text"/>



FRANCISCO V. AGUILAR
 Secretary of State
 401 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov
www.nvsilverflume.gov

Formation - Limited-Liability Company

Continued, Page 2

8. Purpose/ Profession to be Practiced: (NRS 89 only)																	
9. Series and/or Restricted Limited- Liability Company: (Optional)	Check box if a Series Limited-Liability Company <input type="checkbox"/> Domestic Limited-Liability Company"s only: The Limited-Liability Company is a Restricted Limited-Liability Company <input type="checkbox"/>																
10. Records Office: (Foreign Limited-Liability Companies)	<table style="width: 100%; border: none;"> <tr> <td style="border: none;">Address</td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;">City</td> <td style="border: none; width: 25%;">State</td> <td style="border: none; width: 20%;">Zip code</td> </tr> <tr> <td style="border: none;">Country</td> <td colspan="4" style="border: none;"><input style="width: 100%;" type="text"/></td> </tr> </table>	Address		City	State	Zip code	Country	<input style="width: 100%;" type="text"/>									
Address		City	State	Zip code													
Country	<input style="width: 100%;" type="text"/>																
11. Street Address of Principal Office: (Foreign Limited-Liability Companies)	<table style="width: 100%; border: none;"> <tr> <td style="border: none;">Address</td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;">City</td> <td style="border: none; width: 25%;">State</td> <td style="border: none; width: 20%;">Zip code</td> </tr> <tr> <td style="border: none;">Country</td> <td colspan="4" style="border: none;"><input style="width: 100%;" type="text"/></td> </tr> </table>	Address		City	State	Zip code	Country	<input style="width: 100%;" type="text"/>									
Address		City	State	Zip code													
Country	<input style="width: 100%;" type="text"/>																
12. Name, Address and Signature of the Organizer: (NRS 86, NRS 89 -Each Organizer must be a licensed professional.)	<p>*Foreign Limited-Liability Company - In the event the designated Agent for Service of Process resigns and is not replaced or the agent's authority has been revoked or the agent cannot be found or served with exercise of reasonable diligence, then the Secretary of State is hereby appointed as the Agent for Service of Process.</p> <p>I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.</p> <table style="width: 100%; border: none;"> <tr> <td style="border: 1px solid black; padding: 2px;">Chad Keetch</td> <td style="border: 1px solid black; padding: 2px;">United States</td> </tr> <tr> <td style="border: none;">Name</td> <td style="border: none;">Country</td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">29222 Rancho Viejo Rd., Ste. 127</td> <td style="border: 1px solid black; padding: 2px;">San Juan Capistrano</td> </tr> <tr> <td style="border: none;">Address</td> <td style="border: none;">City</td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;"></td> <td style="border: 1px solid black; padding: 2px;">CA</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;">State</td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;"></td> <td style="border: 1px solid black; padding: 2px;">92675</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;">Zip/Postal Code</td> </tr> </table> <p>X <u>Chad Keetch</u> _____ (attach additional page if necessary)</p>	Chad Keetch	United States	Name	Country	29222 Rancho Viejo Rd., Ste. 127	San Juan Capistrano	Address	City		CA		State		92675		Zip/Postal Code
Chad Keetch	United States																
Name	Country																
29222 Rancho Viejo Rd., Ste. 127	San Juan Capistrano																
Address	City																
	CA																
	State																
	92675																
	Zip/Postal Code																
Name and Signature of Manager or Member: (NRS 86.544 only)																	
See instructions																	

AN INITIAL LIST OF OFFICERS MUST ACCOMPANY THIS FILING

Please include any required or optional information in space below:

(attach additional page(s) if necessary)



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov

Filed in the Office of	Business Number
	E43507462024-2
	Filing Number
	20244350745
Secretary of State	Filed On
State Of Nevada	09/24/2024 16:33:25 PM
	Number of Pages
	3

Registered Agent Acceptance/Statement of Change

(PURSUANT TO NRS 77.310, 77.340, 77.350, 77.380)

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGHLIGHT

1. Entity information:	Name of represented entity: <input style="width: 100%;" type="text"/> Entity or Nevada Business Identification Number (NVID): (for entities currently on file) <input style="width: 100%;" type="text"/>
2. Registered Agent Acceptance:	<input checked="" type="checkbox"/> Registered Agent Acceptance
3. Information Being Changed:	Statement of Change takes the following effect: (select only one) <input type="checkbox"/> Appoints New Agent (complete section 5) <input type="checkbox"/> Update Represented Entity Acting as Registered Agent (complete sections 5) <input type="checkbox"/> Update Registered Agent Name (complete sections 4 & 5) <input type="checkbox"/> Update Registered Agent Address (complete sections 4 & 5)
4. Registered Agent Information Before the Change: (Non-commercial registered agents ONLY)	<input style="width: 100%;" type="text"/> Name of Registered Agent OR Title of Office or Position with Entity <div style="display: flex; justify-content: space-between;"> Nevada </div> <div style="display: flex; justify-content: space-between;"> Street Address City Zip Code </div> <div style="display: flex; justify-content: space-between;"> Nevada </div> <div style="display: flex; justify-content: space-between;"> Mailing Address (if different from street address) City Zip Code </div>
5. Newly Appointed Registered Agent or Registered Agent Information After the Change:	<input checked="" type="checkbox"/> Commercial Registered Agent:(name only below) <input type="checkbox"/> Noncommercial Registered Agent (name and address below) <input type="checkbox"/> Office or Position with Entity (title or position and address below) <div style="text-align: center;">COGENCY GLOBAL INC.</div> <input style="width: 100%;" type="text"/> Name of Registered Agent OR Title of Office or Position within Entity <div style="display: flex; justify-content: space-between;"> Nevada </div> <div style="display: flex; justify-content: space-between;"> Street Address City Zip Code </div> <div style="display: flex; justify-content: space-between;"> Nevada </div> <div style="display: flex; justify-content: space-between;"> Mailing Address (if different from street address) City Zip Code </div>
6. Electronic Notification: (Optional)	Email address for electronic notifications for "Non-Commercial" or "Office or Positions with Entity" registered agents only: <input style="width: 100%;" type="text"/>
7. Certificate of Acceptance of Appointment of Registered Agent: (Required)	<p style="text-align: center;"><i>I hereby accept appointment as Registered Agent for the above named Entity.</i></p> <div style="text-align: center;"> </div> X _____ Authorized Signature of Registered Agent on Behalf of Registered Agent Entity <input style="width: 100px;" type="text"/> Date
8. Signature of Represented Entity: (Required)	X _____ Authorized Signature On Behalf of the Entity <input style="width: 100px;" type="text"/> Date

FEE: \$60.00

This form must be accompanied by appropriate fees.



B20250088084

B3627-8969 04/23/2025 10:34 AM Received by California Secretary of State



STATE OF CALIFORNIA
Office of the Secretary of State
REGISTRATION
OUT-OF-STATE LIMITED LIABILITY COMPANY

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 657-5448

For Office Use Only

-FILED-

File No.: B20250088084

Date Filed: 4/23/2025

Limited Liability Company Name	
Limited Liability Company Name	Toluca Way Health Holdings LLC
Jurisdiction	
Limited Liability Company is Formed in	NEVADA
Authority Statement	
This LLC currently has powers and privileges to conduct business in the state, foreign country or other jurisdiction entered above.	
Street Address of Principal Office of LLC	
Principal Address	29222 RANCHO VIEJO RD., STE. 127 SAN JUAN CAPISTRANO, CA 92675
Mailing Address of LLC	
Mailing Address	29222 RANCHO VIEJO RD., STE. 127 SAN JUAN CAPISTRANO, CA 92675
Attention	
Street Address of California Office of LLC	
Street Address of California Office	29222 RANCHO VIEJO RD., STE. 127 SAN JUAN CAPISTRANO, CA 92675
Agent for Service of Process	
<input checked="" type="checkbox"/> I certify the selected California Registered Corporate Agent (1505) has agreed to serve as the Agent for Service of Process for this entity.	
California Registered Corporate Agent (1505)	COGENCY GLOBAL INC. Registered Corporate 1505 Agent
Consent to Service of Process	
The Secretary of State is appointed as the agent of the foreign (out-of-state) limited liability company for service of process if the agent has resigned and has not been replaced or if the agent cannot be found or served with the exercise of reasonable diligence.	
Consent to service of process extends to service of process directed to the foreign (out-of-state) limited liability company's agent in this state for a search warrant issued pursuant to California Penal Code section 1524.2, or for any other validly issued and properly served search warrant, for records or documents that are in the possession of the foreign (out-of-state) limited liability company and are located inside or outside of this state. This shall apply to a foreign (out-of-state) limited liability company that is a party or a nonparty to the matter for which the search warrant is sought. For purposes of this consent "properly served" means delivered by hand, or in a manner reasonably allowing for proof of delivery if delivered by United States mail, overnight delivery service, facsimile, or any other means specified by the foreign (out-of-state) limited liability company, including email or submission via an Internet Web portal, the foreign (out-of-state) limited liability company has designated for the purpose of service of process.	
Electronic Signature	
<input checked="" type="checkbox"/> By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized to sign on behalf of the out-of-state LLC.	
<i>Chad Keetch</i>	04/23/2025
Signature	Date

SECRETARY OF STATE



CERTIFICATE OF EXISTENCE WITH STATUS IN GOOD STANDING

I, FRANCISCO V. AGUILAR, the duly qualified and elected Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporations sole, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence **Toluca Way Health Holdings LLC** as a DOMESTIC LIMITED-LIABILITY COMPANY (86) duly organized or formed and existing, or duly qualified or registered, as applicable, under and by virtue of the laws of the State of Nevada since 09/24/2024, and in good standing in this State.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of this State, at my office on 04/23/2025.

FRANCISCO V. AGUILAR

Certificate Number: B202504235651219

You may verify this certificate
online at

OPERATING AGREEMENT

OF

TOLUCA WAY HEALTH HOLDINGS LLC

OPERATING AGREEMENT
OF
TOLUCA WAY HEALTH HOLDINGS LLC

THIS OPERATING AGREEMENT is between TOLUCA WAY HEALTH HOLDINGS LLC, a Nevada limited liability company (the “Company”) and STANDARD BEARER HEALTHCARE OP, LP, a Delaware limited partnership (the “Member”).

RECITALS

The Company is a limited-liability company formed under the Nevada Limited Liability Company Act on September 24, 2024.

STANDARD BEARER HEALTHCARE OP, LP, a Delaware limited partnership, is the Company’s sole Member. The parties intend by this Agreement to define their rights and obligations with respect to the Company’s governance and financial affairs and to adopt regulations and procedures for the conduct of the Company’s activities. Accordingly, with the intention of being legally bound, they agree as follows:

ARTICLE 1: DEFINITIONS.

1.1 Scope. For purposes of this Agreement, unless the language or context clearly indicates that a different meaning is intended, capitalized terms have the meanings specified in this Article.

1.2 Defined Terms.

- (a) “Accounting Period” the calendar year.
- (b) “Act” means the Nevada Limited Liability Company Act.
- (c) “Agreement” means this agreement, including any amendments.
- (d) “Articles” means the Articles of Organization filed with the Secretary of State to organize the Company as a limited-liability company, including any amendments.
- (e) “Available Funds” means the Company’s gross cash receipts from operations, less the sum of: (1) payments of principal, interest, charges and fees pertaining to the Company’s indebtedness; (2) expenditures incurred incident to the usual conduct of the Company’s business; and (3) amounts reserved to meet the reasonable needs of the Company’s business.
- (f) “Company” means TOLUCA WAY HEALTH HOLDINGS LLC and any successor limited-liability company.

(a) “Contribution” means anything of value that the Member contributes to the Company as a prerequisite for or in connection with membership, including any combination of cash, property, services rendered, a promissory note or any other obligation to contribute cash or property or render services.

(b) “Distribution” means the Company’s direct or indirect transfer of money or other property with respect to the Member’s Membership Interest.

(c) “Effective Date,” with respect to this Agreement, means the date on which the Company’s existence as a limited-liability company begins, as prescribed by the Act.

(d) “Manager” means Chad Keetch.

(e) “Member” means STANDARD BEARER HEALTHCARE OP, LP, a Delaware limited partnership, whose principle place of business is located at 29222 Rancho Viejo Rd., Suite 127, San Juan Capistrano, California 92675.

(f) “Membership interest” means the Member’s interest in the Company, consisting of the Member’s right to the Company’s Profit, receive Distributions, participate in the Company’s governance, approve the Company’s acts and receive information pertaining to the Company’s affairs.

(g) “Person” means a natural person or an entity.

(h) “Profit,” as to a positive amount, and “Loss,” as to a negative amount, mean, for a Taxable Year, the Company’s income or loss for the Taxable Year, as determined in accordance with accounting principals appropriate to the Company’s method of accounting and consistently applied.

ARTICLE 2: THE COMPANY.

2.1 Status. The Company is a Nevada limited-liability company organized under the Act.

2.2 Name. The Company’s name is TOLUCA WAY HEALTH HOLDINGS LLC.

2.3 Term. The Company’s existence will commence on the Effective Date and continue until terminated under this Agreement.

2.4 Purpose. The Company’s purpose is to engage in any lawful act or activity for which a limited liability company may be organized under the Act.

2.5 Principal Place of Business. The Company’s principal place of business is located at 29222 Rancho Viejo Rd., Ste. 127, San Juan Capistrano, CA 92675.

2.6 Resident Agent and Registered Office. The Company's registered agent in Nevada is located at 321 W. Winnie Lane #104, Carson City, Nevada 89703.

ARTICLE 3: MANAGEMENT.

3.1 Management.

(a) Scope. The Member hereby designates the Manager to be the "manager" of the Company and have full power, authority and discretion to manage and direct the Company's business, affairs and properties, including, without limitation, the specific powers referred to in Article 3.01(b).

(b) Specific Powers. The Manager is authorized on the Company's behalf to make all decisions as to (i) the sale, lease or other disposition of the Company's assets; (ii) the purchase or other acquisition of other assets of all kinds; (iii) the management of all or any part of the Company's assets and business; (iv) the borrowing of money and the granting of security interests in the Company's assets (including loans from the Member); (v) the repayment, refinancing or extension of any mortgage affecting the Company's assets; (vi) the compromise or release of any of the Company's claims or debts; (vii) the payment of pensions and the establishment of pension plans, pension trusts, profit sharing plans, and benefit and incentive plans for the Member and the Company's employees; (viii) the making of donations to the public welfare or for religious, charitable, scientific, literary or education purposes; (ix) the purchase of insurance on the life of any employee of the Company; (x) the participation in partnerships, joint ventures or other associations of any kind with any Person or Persons; and (xi) the making of all elections available to the Company under any federal or state tax law or regulations.

(c) Officers. The Manager may, from time to time as it deems advisable, appoint officers of the Company and assign titles (including, without limitation, President, Vice President, Secretary, and Treasurer) to any such person. The Manager may delegate to such officers such power and authority as the Manager deems advisable, including the power, acting individually or jointly, to represent and bind the Company in all matters, in accordance with the scope of their respective duties. Each officer shall hold office until his successor is designated by the Manager or until his earlier death, resignation or removal. Any officer may resign at any time upon written notice to the Manager. Any officer may be removed by the Manager with or without cause at any time. A vacancy in any office occurring because of death, resignation, removal or otherwise, may, but need not, be filled by the Manager.

(d) Binding Effect. The act of the Manager will bind the Company, and no Person dealing with the Company shall have any obligation to inquire into the power or authority of the Manager to act on the Company's behalf.

3.2 Fiduciary Duties

(a) Exculpation. Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, neither the Member, the Manager, nor any of their respective officers, directors, stockholders, partners, members, managers, employees, affiliates, representatives or agents, nor any officer, employee, representative or agent of the Company (individually, a “Covered Person” and, collectively, the “Covered Persons”) shall be liable to the Company or any other person for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction contemplated hereby or thereby) taken or omitted by a Covered Person in good faith reliance on the provisions of this Agreement, provided such act or omission does not constitute willful misconduct, gross negligence, or a knowing violation of law.

(b) Limitation of Liability. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, the Member, the Manager and the Company hereby waive any and all fiduciary duties that, absent such waiver, may be implied by applicable law, and in doing so, acknowledge and agree that the duties and obligations of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member and the Manager to replace such other duties and liabilities of such Covered Person. To the extent that, at law or in equity, any Covered Person has duties and liabilities related thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for such Covered Person’s good faith reliance on the provisions of this Agreement.

(c) Justifiable Reliance. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Profit or Loss of the Company or any facts pertinent to the existence and amount of assets from which Distributions might properly be paid) of the following Persons or groups: (i) one or more officers or employees of the Company; (ii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iii) any other Person selected in good faith by or on behalf of the Company, in each case, as to matters that such relying Person reasonably believes to be within such other Person’s professional or expert competence.

3.3 Compensation. The Company may compensate the Manager for services rendered to or on behalf of the Company. The Company will reimburse the Manager for reasonable expenses properly incurred on the Company’s behalf.

3.4 Indemnification. To the fullest extent permitted by the Act, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, criminal, administrative or investigative (“Claims”), in which the Covered Person

may be involved, or threatened to be involved, as a party or otherwise, by reason of the fact that he, she or it is a Covered Person or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Article 3.04 with respect to (i) any Claim with respect to which such Covered Person has engaged in willful misconduct, gross negligence, or a knowing violation of law or (ii) any Claim initiated by such Covered Person unless such Claim (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Manager. Expenses incurred in defending any Claim by (y) the Manager or any officer, director, stockholder, partner, member, manager, or affiliate of the Manager shall be paid by the Company and (z) any other Covered Person may be paid by the Company, but only upon the prior written approval of the Manager in its sole and absolute discretion, upon such terms and conditions, if any, as the Manager deems appropriate, in each case, in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Article 3.4.

3.5 Amendments. Any repeal or modification of this Article 3 by the Manager shall not adversely affect any rights of such Covered Person pursuant to this Article 3, including the right to indemnification and to the advancement of expenses of a Covered Person, existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE 4: FINANCE.

4.1 Contributions.

(a) Member. The Member has previously made a contribution to the Company.

(b) Additional Contributions. The Member at any time may but is not required to make additional Contributions of cash and property to the Company.

(c) Contributions Not Interest Bearing. The Member is not entitled to interest or other compensation with respect to any cash or property the Member contributed to the Company.

4.2 Distributions.

(a) Available Funds. The Company will distribute its Available Funds to the Member in such amounts and at such times as the Member may determine.

(b) Limitation. The Company will make no Distribution unless, after the Distribution is made, the Company's assets are in excess of its liabilities.

ARTICLE 5: RECORDS AND ACCOUNTING.

5.1 Maintenance of Records.

(a) Required Records. The Company will maintain at its principal place of business such books, records and other materials as are reasonably necessary to documents and account for its activities, including, without limitation, those required to be maintained by the Act.

(b) Member Access. The Member and the Member's authorized representative will have reasonable access to and may inspect and copy all books, records and other materials pertaining to the Company or its activities.

5.2 Accounting Method. The Company will account for its financial transactions using a method of accounting determined by the Member.

5.3 Reports. The Company will complete and file any periodic reports required by the Act or law of any other jurisdictions in which the Company is qualified to do business.

ARTICLE 6: DISSOLUTION.

6.1 Events of Dissolution

(a) Enumeration. The Company will dissolve upon the first to occur of:

- (1) at such time as the Member determines;
- (2) any event that makes the Company ineligible to conduct its activities as a limited liability company under the Act; or
- (3) any event or circumstance that makes it unlawful or impossible for the Company to carry on its business.

(b) Exclusivity of Events. Unless specifically referred to in this Article 6.01, no event, including an event of dissolution prescribed by the Act, will result in the Company's dissolution.

6.2 Effect of Dissolution.

(a) Appointment of Liquidator. Upon the Company's dissolution, the Member will appoint a liquidator, who may but need not be the Member. The liquidator will wind up and liquidate the Company in an orderly, prudent and expeditious manner in accordance with the following provisions of this Article 6.02.

(a) Final Accounting. The liquidator will make proper accountings (1) to the end of the month in which the event of dissolution occurred; and (2) to the date on which the Company is finally and completely liquidated.

(b) Duties and Authority of Liquidator. The liquidator will make adequate provisions for the discharge of all of the Company's debts, obligations and liabilities. The liquidator may sell, encumber or retain for distribution in kind any of the Company's assets.

(c) Final Distribution. The liquidator will distribute any assets remaining after the discharge or accommodation of the Company's debts, obligations and liabilities to the Member.

(d) Required Filings. The liquidator will file with the Secretary of State such statements, certificates and other instruments, and take such other actions, as are reasonably necessary or appropriate to effectuate and confirm the cessation of the Company's existence.

ARTICLE 7: GENERAL PROVISIONS.

7.1 Amendments.

(a) Required Amendments. The Company and the Member will execute and file any amendment to the articles required by the Act. If any such amendment results in inconsistencies between the Articles and this Agreement, this Agreement will be considered to have been amended in the specifics necessary to eliminate the inconsistencies.

(b) Other Amendments. The Company and the Member at any time may amend this Agreement in any respect that is consistent with the Articles and the Act.

7.2 Nominee. Title to the Company's assets may be held in the name of the Company or any nominee (including the Member so acting), as the Company determines. The Company's agreement with any nominee may contain provisions indemnifying the nominee for costs or damages incurred as a result of the nominee's service to the Company.

7.3 Resolution of Inconsistencies. If there are inconsistencies between this Agreement and the Articles, the Articles will control. If there are inconsistencies between this Agreement and the Act, this Agreement will control, except to the extent the inconsistencies relate to provisions of the Act that the Member cannot alter by agreement.

7.4 Additional Instruments. The Member will execute and deliver any document or statement necessary to give effect to the terms of this Agreement or to comply with any law, rule or regulation governing the Company's formation and activities.

7.5 Computation of Time. In computing any period of time under this Agreement, the day of the act or event from which the specified period begins to run is not included. The last day of the period is included, unless it is a Saturday, Sunday or legal holiday, in which case the period will run until the end of the next day that is not a Saturday, Sunday or legal holiday.

7.6 Entire Agreement. This Agreement and the Articles comprise the entire agreement among the parties with respect to the Company. This Agreement and the Articles supersede any prior agreements or understandings with respect to the Company. No representation, statement or condition not contained in this Agreement or the Articles has any force or effect.

7.7 Waiver. No right under this Agreement may be waived, except by an instrument in writing signed by the party sought to be charged with the waiver.

7.8 General Construction Principles. Words in any gender are deemed to include the other genders. The singular is deemed to include the plural and vice versa. The headings and underlined paragraph titles are for guidance only and have no significance in the interpretation of this Agreement.

7.9 Binding Effect. This agreement is binding on and will inure to the benefit of the Company, the Member and their respective distributees, successors and assigns.

7.10 Governing Law. Nevada law governs the construction and application of the terms of this Agreement.

[INTENTIONALLY LEFT BLANK]

SIGNED on the respective dates set forth below, to be effective as of the Effective Date.

COMPANY:

TOLUCA WAY HEALTH HOLDINGS LLC,
a Nevada limited liability company

By: 

Name: Chad Keetch

Title: Manager

Dated: September 24, 2024

MEMBER:

STANDARD BEARER HEALTHCARE OP, LP,
a Delaware limited partnership

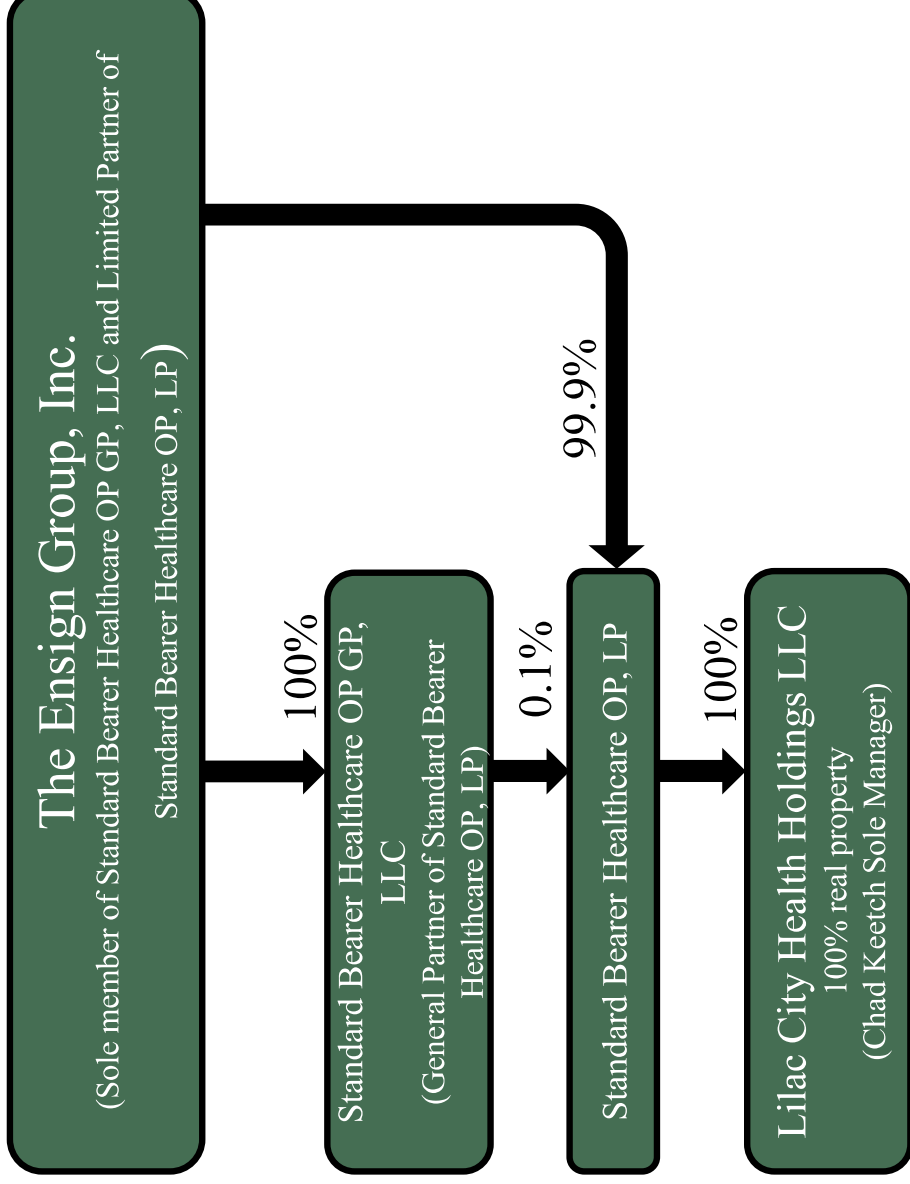
By: 

Name: Chad Keetch

Title: President

Dated: September 24, 2024

Organization Chart: Lilac City Health Holdings LLC



FRANCISCO V. AGUILAR
Secretary of State

STATE OF NEVADA



**OFFICE OF THE
SECRETARY OF STATE**

Commercial Recordings Division
401 N. Carson Street
Carson City, NV 89701
Telephone (775) 684-5708
Fax (775) 684-7141

North Las Vegas City Hall
2250 Las Vegas Blvd North, Suite 400
North Las Vegas, NV 89030
Telephone (702) 486-2880
Fax (702) 486-2888

DEPUTY BAKKEDAHL
Deputy Secretary for
Commercial Recordings

Business Entity - Filing Acknowledgement

09/24/2024

Work Order Item Number: W2024092401941 - 3953512
Filing Number: 20244350749
Filing Type: Articles of Organization
Filing Date/Time: 09/24/2024 16:33:47 PM
Filing Page(s): 3

Indexed Entity Information:

Entity ID: E43507502024-9

Entity Name: Lilac City Health Holdings
LLC

Entity Status: Active

Expiration Date: None

Commercial Registered Agent
COGENCY GLOBAL INC.*
321 W. WINNIE LANE #104, Carson City, NV 89703, USA

The attached document(s) were filed with the Nevada Secretary of State, Commercial Recording Division. The filing date and time have been affixed to each document, indicating the date and time of filing. A filing number is also affixed and can be used to reference this document in the future.

Respectfully,

A handwritten signature in black ink that reads "FV Aguilar".

FRANCISCO V. AGUILAR
Secretary of State



FRANCISCO V. AGUILAR
 Secretary of State
 401 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov
www.nvsilverflume.gov

Formation - Limited-Liability Company

Continued, Page 2

8. Purpose/ Profession to be Practiced: (NRS 89 only)													
9. Series and/or Restricted Limited- Liability Company: (Optional)	Check box if a Series Limited-Liability Company <input type="checkbox"/> Domestic Limited-Liability Company"s only: The Limited-Liability Company is a Restricted Limited-Liability Company <input type="checkbox"/>												
10. Records Office: (Foreign Limited-Liability Companies)	<table style="width: 100%; border: none;"> <tr> <td style="border: none;">Address</td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;"></td> </tr> <tr> <td style="border: none;">Country</td> <td colspan="4" style="border: none;"><input style="width: 100%;" type="text"/></td> </tr> </table>	Address					Country	<input style="width: 100%;" type="text"/>					
Address													
Country	<input style="width: 100%;" type="text"/>												
11. Street Address of Principal Office: (Foreign Limited-Liability Companies)	<table style="width: 100%; border: none;"> <tr> <td style="border: none;">Address</td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;"></td> </tr> <tr> <td style="border: none;">Country</td> <td colspan="4" style="border: none;"><input style="width: 100%;" type="text"/></td> </tr> </table>	Address					Country	<input style="width: 100%;" type="text"/>					
Address													
Country	<input style="width: 100%;" type="text"/>												
12. Name, Address and Signature of the Organizer: (NRS 86, NRS 89 -Each Organizer must be a licensed professional.)	<p>*Foreign Limited-Liability Company - In the event the designated Agent for Service of Process resigns and is not replaced or the agent's authority has been revoked or the agent cannot be found or served with exercise of reasonable diligence, then the Secretary of State is hereby appointed as the Agent for Service of Process.</p> <p>I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.</p> <table style="width: 100%; border: none;"> <tr> <td style="border: 1px solid black; padding: 2px;">Chad Keetch</td> <td style="border: 1px solid black; padding: 2px;">United States</td> </tr> <tr> <td style="border: none;">Name</td> <td style="border: none;">Country</td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">29222 Rancho Viejo Rd., Ste. 127</td> <td style="border: 1px solid black; padding: 2px;">San Juan Capistrano</td> <td style="border: 1px solid black; padding: 2px;">CA</td> <td style="border: 1px solid black; padding: 2px;">92675</td> </tr> <tr> <td style="border: none;">Address</td> <td style="border: none;">City</td> <td style="border: none;">State</td> <td style="border: none;">Zip/Postal Code</td> </tr> </table> <p>X <u>Chad Keetch</u> _____ (attach additional page if necessary)</p>	Chad Keetch	United States	Name	Country	29222 Rancho Viejo Rd., Ste. 127	San Juan Capistrano	CA	92675	Address	City	State	Zip/Postal Code
Chad Keetch	United States												
Name	Country												
29222 Rancho Viejo Rd., Ste. 127	San Juan Capistrano	CA	92675										
Address	City	State	Zip/Postal Code										
Name and Signature of Manager or Member: (NRS 86.544 only)													
See instructions													

AN INITIAL LIST OF OFFICERS MUST ACCOMPANY THIS FILING

Please include any required or optional information in space below:

(attach additional page(s) if necessary)



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov

Filed in the Office of <i>FVAquilar</i>	Business Number E43507502024-9
Secretary of State State Of Nevada	Filing Number 20244350749
	Filed On 09/24/2024 16:33:47 PM
	Number of Pages 3

Registered Agent Acceptance/Statement of Change

(PURSUANT TO NRS 77.310, 77.340, 77.350, 77.380)

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGHLIGHT

1. Entity information:	Name of represented entity: <input style="width: 100%;" type="text"/> Entity or Nevada Business Identification Number (NVID): (for entities currently on file) <input style="width: 100%;" type="text"/>
2. Registered Agent Acceptance:	<input checked="" type="checkbox"/> Registered Agent Acceptance
3. Information Being Changed:	Statement of Change takes the following effect: (select only one) <input type="checkbox"/> Appoints New Agent (complete section 5) <input type="checkbox"/> Update Represented Entity Acting as Registered Agent (complete sections 5) <input type="checkbox"/> Update Registered Agent Name (complete sections 4 & 5) <input type="checkbox"/> Update Registered Agent Address (complete sections 4 & 5)
4. Registered Agent Information Before the Change: (Non-commercial registered agents ONLY)	<input style="width: 100%;" type="text"/> Name of Registered Agent OR Title of Office or Position with Entity Nevada Street Address <input style="width: 100%;" type="text"/> City <input style="width: 100%;" type="text"/> Zip Code <input style="width: 100%;" type="text"/> Nevada Mailing Address (if different from street address) <input style="width: 100%;" type="text"/> City <input style="width: 100%;" type="text"/> Zip Code <input style="width: 100%;" type="text"/>
5. Newly Appointed Registered Agent or Registered Agent Information After the Change:	<input checked="" type="checkbox"/> Commercial Registered Agent:(name only below) <input type="checkbox"/> Noncommercial Registered Agent (name and address below) <input type="checkbox"/> Office or Position with Entity (title or position and address below) COGENCY GLOBAL INC. <input style="width: 100%;" type="text"/> Name of Registered Agent OR Title of Office or Position within Entity Nevada Street Address <input style="width: 100%;" type="text"/> City <input style="width: 100%;" type="text"/> Zip Code <input style="width: 100%;" type="text"/> Nevada Mailing Address (if different from street address) <input style="width: 100%;" type="text"/> City <input style="width: 100%;" type="text"/> Zip Code <input style="width: 100%;" type="text"/>
6. Electronic Notification: (Optional)	Email address for electronic notifications for "Non-Commercial" or "Office or Positions with Entity" registered agents only: <input style="width: 100%;" type="text"/>
7. Certificate of Acceptance of Appointment of Registered Agent: (Required)	<p style="text-align: center;"><i>I hereby accept appointment as Registered Agent for the above named Entity.</i></p> X _____ Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity <input style="width: 100%;" type="text"/> Date
8. Signature of Represented Entity: (Required)	X _____ Authorized Signature On Behalf of the Entity <input style="width: 100%;" type="text"/> Date

FEE: \$60.00

This form must be accompanied by appropriate fees.

OPERATING AGREEMENT

OF

LILAC CITY HEALTH HOLDINGS LLC

OPERATING AGREEMENT
OF
LILAC CITY HEALTH HOLDINGS LLC

THIS OPERATING AGREEMENT is between LILAC CITY HEALTH HOLDINGS LLC, a Nevada limited liability company (the “Company”) and STANDARD BEARER HEALTHCARE OP, LP, a Delaware limited partnership (the “Member”).

RECITALS

The Company is a limited-liability company formed under the Nevada Limited Liability Company Act on September 24, 2024.

STANDARD BEARER HEALTHCARE OP, LP, a Delaware limited partnership, is the Company’s sole Member. The parties intend by this Agreement to define their rights and obligations with respect to the Company’s governance and financial affairs and to adopt regulations and procedures for the conduct of the Company’s activities. Accordingly, with the intention of being legally bound, they agree as follows:

ARTICLE 1: DEFINITIONS.

1.1 Scope. For purposes of this Agreement, unless the language or context clearly indicates that a different meaning is intended, capitalized terms have the meanings specified in this Article.

1.2 Defined Terms.

- (a) “Accounting Period” the calendar year.
- (b) “Act” means the Nevada Limited Liability Company Act.
- (c) “Agreement” means this agreement, including any amendments.
- (d) “Articles” means the Articles of Organization filed with the Secretary of State to organize the Company as a limited-liability company, including any amendments.
- (e) “Available Funds” means the Company’s gross cash receipts from operations, less the sum of: (1) payments of principal, interest, charges and fees pertaining to the Company’s indebtedness; (2) expenditures incurred incident to the usual conduct of the Company’s business; and (3) amounts reserved to meet the reasonable needs of the Company’s business.
- (f) “Company” means LILAC CITY HEALTH HOLDINGS LLC and any successor limited-liability company.

(a) “Contribution” means anything of value that the Member contributes to the Company as a prerequisite for or in connection with membership, including any combination of cash, property, services rendered, a promissory note or any other obligation to contribute cash or property or render services.

(b) “Distribution” means the Company’s direct or indirect transfer of money or other property with respect to the Member’s Membership Interest.

(c) “Effective Date,” with respect to this Agreement, means the date on which the Company’s existence as a limited-liability company begins, as prescribed by the Act.

(d) “Manager” means Chad Keetch.

(e) “Member” means STANDARD BEARER HEALTHCARE OP, LP, a Delaware limited partnership, whose principle place of business is located at 29222 Rancho Viejo Rd., Suite 127, San Juan Capistrano, California 92675.

(f) “Membership interest” means the Member’s interest in the Company, consisting of the Member’s right to the Company’s Profit, receive Distributions, participate in the Company’s governance, approve the Company’s acts and receive information pertaining to the Company’s affairs.

(g) “Person” means a natural person or an entity.

(h) “Profit,” as to a positive amount, and “Loss,” as to a negative amount, mean, for a Taxable Year, the Company’s income or loss for the Taxable Year, as determined in accordance with accounting principals appropriate to the Company’s method of accounting and consistently applied.

ARTICLE 2: THE COMPANY.

2.1 Status. The Company is a Nevada limited-liability company organized under the Act.

2.2 Name. The Company’s name is LILAC CITY HEALTH HOLDINGS LLC.

2.3 Term. The Company’s existence will commence on the Effective Date and continue until terminated under this Agreement.

2.4 Purpose. The Company’s purpose is to engage in any lawful act or activity for which a limited liability company may be organized under the Act.

2.5 Principal Place of Business. The Company’s principal place of business is located at 29222 Rancho Viejo Rd., Ste. 127, San Juan Capistrano, CA 92675.

2.6 Resident Agent and Registered Office. The Company's registered agent in Nevada is located at 321 W. Winnie Lane #104, Carson City, Nevada 89703.

ARTICLE 3: MANAGEMENT.

3.1 Management.

(a) Scope. The Member hereby designates the Manager to be the "manager" of the Company and have full power, authority and discretion to manage and direct the Company's business, affairs and properties, including, without limitation, the specific powers referred to in Article 3.01(b).

(b) Specific Powers. The Manager is authorized on the Company's behalf to make all decisions as to (i) the sale, lease or other disposition of the Company's assets; (ii) the purchase or other acquisition of other assets of all kinds; (iii) the management of all or any part of the Company's assets and business; (iv) the borrowing of money and the granting of security interests in the Company's assets (including loans from the Member); (v) the repayment, refinancing or extension of any mortgage affecting the Company's assets; (vi) the compromise or release of any of the Company's claims or debts; (vii) the payment of pensions and the establishment of pension plans, pension trusts, profit sharing plans, and benefit and incentive plans for the Member and the Company's employees; (viii) the making of donations to the public welfare or for religious, charitable, scientific, literary or education purposes; (ix) the purchase of insurance on the life of any employee of the Company; (x) the participation in partnerships, joint ventures or other associations of any kind with any Person or Persons; and (xi) the making of all elections available to the Company under any federal or state tax law or regulations.

(c) Officers. The Manager may, from time to time as it deems advisable, appoint officers of the Company and assign titles (including, without limitation, President, Vice President, Secretary, and Treasurer) to any such person. The Manager may delegate to such officers such power and authority as the Manager deems advisable, including the power, acting individually or jointly, to represent and bind the Company in all matters, in accordance with the scope of their respective duties. Each officer shall hold office until his successor is designated by the Manager or until his earlier death, resignation or removal. Any officer may resign at any time upon written notice to the Manager. Any officer may be removed by the Manager with or without cause at any time. A vacancy in any office occurring because of death, resignation, removal or otherwise, may, but need not, be filled by the Manager.

(d) Binding Effect. The act of the Manager will bind the Company, and no Person dealing with the Company shall have any obligation to inquire into the power or authority of the Manager to act on the Company's behalf.

3.2 Fiduciary Duties

(a) Exculpation. Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, neither the Member, the Manager, nor any of their respective officers, directors, stockholders, partners, members, managers, employees, affiliates, representatives or agents, nor any officer, employee, representative or agent of the Company (individually, a “Covered Person” and, collectively, the “Covered Persons”) shall be liable to the Company or any other person for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction contemplated hereby or thereby) taken or omitted by a Covered Person in good faith reliance on the provisions of this Agreement, provided such act or omission does not constitute willful misconduct, gross negligence, or a knowing violation of law.

(b) Limitation of Liability. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, the Member, the Manager and the Company hereby waive any and all fiduciary duties that, absent such waiver, may be implied by applicable law, and in doing so, acknowledge and agree that the duties and obligations of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member and the Manager to replace such other duties and liabilities of such Covered Person. To the extent that, at law or in equity, any Covered Person has duties and liabilities related thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for such Covered Person’s good faith reliance on the provisions of this Agreement.

(c) Justifiable Reliance. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Profit or Loss of the Company or any facts pertinent to the existence and amount of assets from which Distributions might properly be paid) of the following Persons or groups: (i) one or more officers or employees of the Company; (ii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iii) any other Person selected in good faith by or on behalf of the Company, in each case, as to matters that such relying Person reasonably believes to be within such other Person’s professional or expert competence.

3.3 Compensation. The Company may compensate the Manager for services rendered to or on behalf of the Company. The Company will reimburse the Manager for reasonable expenses properly incurred on the Company’s behalf.

3.4 Indemnification. To the fullest extent permitted by the Act, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, criminal, administrative or investigative (“Claims”), in which the Covered Person

may be involved, or threatened to be involved, as a party or otherwise, by reason of the fact that he, she or it is a Covered Person or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Article 3.04 with respect to (i) any Claim with respect to which such Covered Person has engaged in willful misconduct, gross negligence, or a knowing violation of law or (ii) any Claim initiated by such Covered Person unless such Claim (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Manager. Expenses incurred in defending any Claim by (y) the Manager or any officer, director, stockholder, partner, member, manager, or affiliate of the Manager shall be paid by the Company and (z) any other Covered Person may be paid by the Company, but only upon the prior written approval of the Manager in its sole and absolute discretion, upon such terms and conditions, if any, as the Manager deems appropriate, in each case, in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Article 3.4.

3.5 Amendments. Any repeal or modification of this Article 3 by the Manager shall not adversely affect any rights of such Covered Person pursuant to this Article 3, including the right to indemnification and to the advancement of expenses of a Covered Person, existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE 4: FINANCE.

4.1 Contributions.

(a) Member. The Member has previously made a contribution to the Company.

(b) Additional Contributions. The Member at any time may but is not required to make additional Contributions of cash and property to the Company.

(c) Contributions Not Interest Bearing. The Member is not entitled to interest or other compensation with respect to any cash or property the Member contributed to the Company.

4.2 Distributions.

(a) Available Funds. The Company will distribute its Available Funds to the Member in such amounts and at such times as the Member may determine.

(b) Limitation. The Company will make no Distribution unless, after the Distribution is made, the Company's assets are in excess of its liabilities.

ARTICLE 5: RECORDS AND ACCOUNTING.

5.1 Maintenance of Records.

(a) Required Records. The Company will maintain at its principal place of business such books, records and other materials as are reasonably necessary to documents and account for its activities, including, without limitation, those required to be maintained by the Act.

(b) Member Access. The Member and the Member's authorized representative will have reasonable access to and may inspect and copy all books, records and other materials pertaining to the Company or its activities.

5.2 Accounting Method. The Company will account for its financial transactions using a method of accounting determined by the Member.

5.3 Reports. The Company will complete and file any periodic reports required by the Act or law of any other jurisdictions in which the Company is qualified to do business.

ARTICLE 6: DISSOLUTION.

6.1 Events of Dissolution

(a) Enumeration. The Company will dissolve upon the first to occur of:

- (1) at such time as the Member determines;
- (2) any event that makes the Company ineligible to conduct its activities as a limited liability company under the Act; or
- (3) any event or circumstance that makes it unlawful or impossible for the Company to carry on its business.

(b) Exclusivity of Events. Unless specifically referred to in this Article 6.01, no event, including an event of dissolution prescribed by the Act, will result in the Company's dissolution.

6.2 Effect of Dissolution.

(a) Appointment of Liquidator. Upon the Company's dissolution, the Member will appoint a liquidator, who may but need not be the Member. The liquidator will wind up and liquidate the Company in an orderly, prudent and expeditious manner in accordance with the following provisions of this Article 6.02.

(a) Final Accounting. The liquidator will make proper accountings (1) to the end of the month in which the event of dissolution occurred; and (2) to the date on which the Company is finally and completely liquidated.

(b) Duties and Authority of Liquidator. The liquidator will make adequate provisions for the discharge of all of the Company's debts, obligations and liabilities. The liquidator may sell, encumber or retain for distribution in kind any of the Company's assets.

(c) Final Distribution. The liquidator will distribute any assets remaining after the discharge or accommodation of the Company's debts, obligations and liabilities to the Member.

(d) Required Filings. The liquidator will file with the Secretary of State such statements, certificates and other instruments, and take such other actions, as are reasonably necessary or appropriate to effectuate and confirm the cessation of the Company's existence.

ARTICLE 7: GENERAL PROVISIONS.

7.1 Amendments.

(a) Required Amendments. The Company and the Member will execute and file any amendment to the articles required by the Act. If any such amendment results in inconsistencies between the Articles and this Agreement, this Agreement will be considered to have been amended in the specifics necessary to eliminate the inconsistencies.

(b) Other Amendments. The Company and the Member at any time may amend this Agreement in any respect that is consistent with the Articles and the Act.

7.2 Nominee. Title to the Company's assets may be held in the name of the Company or any nominee (including the Member so acting), as the Company determines. The Company's agreement with any nominee may contain provisions indemnifying the nominee for costs or damages incurred as a result of the nominee's service to the Company.

7.3 Resolution of Inconsistencies. If there are inconsistencies between this Agreement and the Articles, the Articles will control. If there are inconsistencies between this Agreement and the Act, this Agreement will control, except to the extent the inconsistencies relate to provisions of the Act that the Member cannot alter by agreement.

7.4 Additional Instruments. The Member will execute and deliver any document or statement necessary to give effect to the terms of this Agreement or to comply with any law, rule or regulation governing the Company's formation and activities.

7.5 Computation of Time. In computing any period of time under this Agreement, the day of the act or event from which the specified period begins to run is not included. The last day of the period is included, unless it is a Saturday, Sunday or legal holiday, in which case the period will run until the end of the next day that is not a Saturday, Sunday or legal holiday.

7.6 Entire Agreement. This Agreement and the Articles comprise the entire agreement among the parties with respect to the Company. This Agreement and the Articles supersede any prior agreements or understandings with respect to the Company. No representation, statement or condition not contained in this Agreement or the Articles has any force or effect.

7.7 Waiver. No right under this Agreement may be waived, except by an instrument in writing signed by the party sought to be charged with the waiver.

7.8 General Construction Principles. Words in any gender are deemed to include the other genders. The singular is deemed to include the plural and vice versa. The headings and underlined paragraph titles are for guidance only and have no significance in the interpretation of this Agreement.

7.9 Binding Effect. This agreement is binding on and will inure to the benefit of the Company, the Member and their respective distributees, successors and assigns.

7.10 Governing Law. Nevada law governs the construction and application of the terms of this Agreement.

[INTENTIONALLY LEFT BLANK]


SIGNED on the respective dates set forth below, to be effective as of the Effective Date.

COMPANY:
LILAC CITY HEALTH HOLDINGS LLC,
a Nevada limited liability company

By: 
Name: Chad Keetch
Title: Manager

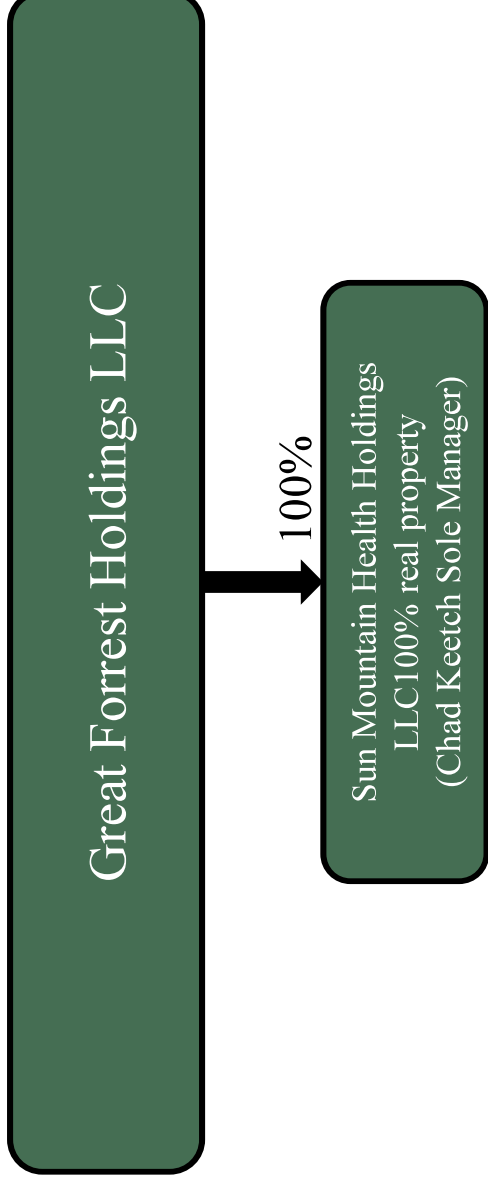
Dated: September 24, 2024

MEMBER:
STANDARD BEARER HEALTHCARE OP, LP,
a Delaware limited partnership

By: 
Name: Chad Keetch
Title: President

Dated: September 24, 2024

Organization Chart:
Sun Mountain Health Holdings LLC



FRANCISCO V. AGUILAR
Secretary of State

STATE OF NEVADA



**OFFICE OF THE
SECRETARY OF STATE**

*Commercial Recordings Division
401 N. Carson Street
Carson City, NV 89701
Telephone (775) 684-5708
Fax (775) 684-7141
North Las Vegas City Hall
2250 Las Vegas Blvd North, Suite 400
North Las Vegas, NV 89030
Telephone (702) 486-2880
Fax (702) 486-2888*

DEPUTY BAKKEDAHL
Deputy Secretary for
Commercial Recordings

Business Entity - Filing Acknowledgement

09/26/2024

Work Order Item Number: W2024092602285 - 3959572
Filing Number: 20244357232
Filing Type: Articles of Organization
Filing Date/Time: 09/26/2024 16:40:14 PM
Filing Page(s): 3

Indexed Entity Information:

Entity ID: E43572332024-8

Entity Name: Sun Mountain Health
Holdings LLC

Entity Status: Active

Expiration Date: None

Commercial Registered Agent
COGENCY GLOBAL INC.*

321 W. WINNIE LANE #104, Carson City, NV 89703, USA

The attached document(s) were filed with the Nevada Secretary of State, Commercial Recording Division. The filing date and time have been affixed to each document, indicating the date and time of filing. A filing number is also affixed and can be used to reference this document in the future.

Respectfully,

A handwritten signature in black ink that reads "FV Aguilar".

FRANCISCO V. AGUILAR
Secretary of State



FRANCISCO V. AGUILAR
 Secretary of State
 401 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov
www.nvsilverflume.gov

Formation - Limited-Liability Company

Continued, Page 2

8. Purpose/ Profession to be Practiced: (NRS 89 only)													
9. Series and/or Restricted Limited- Liability Company: (Optional)	Check box if a Series Limited-Liability Company <input type="checkbox"/> Domestic Limited-Liability Company"s only: The Limited-Liability Company is a Restricted Limited-Liability Company <input type="checkbox"/>												
10. Records Office: (Foreign Limited-Liability Companies)	<table style="width: 100%; border: none;"> <tr> <td style="border: none;">Address</td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;"></td> </tr> <tr> <td style="border: none;">Country</td> <td colspan="4" style="border: none;"><input style="width: 100%;" type="text"/></td> </tr> </table>	Address					Country	<input style="width: 100%;" type="text"/>					
Address													
Country	<input style="width: 100%;" type="text"/>												
11. Street Address of Principal Office: (Foreign Limited-Liability Companies)	<table style="width: 100%; border: none;"> <tr> <td style="border: none;">Address</td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;"></td> </tr> <tr> <td style="border: none;">Country</td> <td colspan="4" style="border: none;"><input style="width: 100%;" type="text"/></td> </tr> </table>	Address					Country	<input style="width: 100%;" type="text"/>					
Address													
Country	<input style="width: 100%;" type="text"/>												
12. Name, Address and Signature of the Organizer: (NRS 86. NRS 89 -Each Organizer must be a licensed professional.)	<p>*Foreign Limited-Liability Company - In the event the designated Agent for Service of Process resigns and is not replaced or the agent's authority has been revoked or the agent cannot be found or served with exercise of reasonable diligence, then the Secretary of State is hereby appointed as the Agent for Service of Process.</p> <p>I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.</p> <table style="width: 100%; border: none;"> <tr> <td style="border: 1px solid black; padding: 2px;">Chad Keetch</td> <td style="border: 1px solid black; padding: 2px;">United States</td> </tr> <tr> <td style="border: none;">Name</td> <td style="border: none;">Country</td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">29222 Rancho Viejo Rd., Ste. 127</td> <td style="border: 1px solid black; padding: 2px;">San Juan Capistrano</td> <td style="border: 1px solid black; padding: 2px;">CA</td> <td style="border: 1px solid black; padding: 2px;">92675</td> </tr> <tr> <td style="border: none;">Address</td> <td style="border: none;">City</td> <td style="border: none;">State</td> <td style="border: none;">Zip/Postal Code</td> </tr> </table> <p>X <u>Chad Keetch</u> (attach additional page if necessary)</p>	Chad Keetch	United States	Name	Country	29222 Rancho Viejo Rd., Ste. 127	San Juan Capistrano	CA	92675	Address	City	State	Zip/Postal Code
Chad Keetch	United States												
Name	Country												
29222 Rancho Viejo Rd., Ste. 127	San Juan Capistrano	CA	92675										
Address	City	State	Zip/Postal Code										
Name and Signature of Manager or Member: (NRS 86.544 only)													
See instructions													

AN INITIAL LIST OF OFFICERS MUST ACCOMPANY THIS FILING

Please include any required or optional information in space below:

(attach additional page(s) if necessary)



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov

Filed in the Office of <i>FVAquilar</i>	Business Number E43572332024-8
Secretary of State State Of Nevada	Filing Number 20244357232
	Filed On 09/26/2024 16:40:14 PM
	Number of Pages 3

Registered Agent Acceptance/Statement of Change

(PURSUANT TO NRS 77.310, 77.340, 77.350, 77.380)

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGHLIGHT

1. Entity information:	Name of represented entity: <input style="width: 100%;" type="text"/> Entity or Nevada Business Identification Number (NVID): (for entities currently on file) <input style="width: 100%;" type="text"/>
2. Registered Agent Acceptance:	<input checked="" type="checkbox"/> Registered Agent Acceptance
3. Information Being Changed:	Statement of Change takes the following effect: (select only one) <input type="checkbox"/> Appoints New Agent (complete section 5) <input type="checkbox"/> Update Represented Entity Acting as Registered Agent (complete sections 5) <input type="checkbox"/> Update Registered Agent Name (complete sections 4 & 5) <input type="checkbox"/> Update Registered Agent Address (complete sections 4 & 5)
4. Registered Agent Information Before the Change: (Non-commercial registered agents ONLY)	<input style="width: 100%;" type="text"/> Name of Registered Agent OR Title of Office or Position with Entity Nevada Street Address City Zip Code Nevada Mailing Address (if different from street address) City Zip Code
5. Newly Appointed Registered Agent or Registered Agent Information After the Change:	<input checked="" type="checkbox"/> Commercial Registered Agent:(name only below) <input type="checkbox"/> Noncommercial Registered Agent (name and address below) <input type="checkbox"/> Office or Position with Entity (title or position and address below) COGENCY GLOBAL INC. <input style="width: 100%;" type="text"/> Name of Registered Agent OR Title of Office or Position within Entity Nevada Street Address City Zip Code Nevada Mailing Address (if different from street address) City Zip Code
6. Electronic Notification: (Optional)	Email address for electronic notifications for "Non-Commercial" or "Office or Positions with Entity" registered agents only: <input style="width: 100%;" type="text"/>
7. Certificate of Acceptance of Appointment of Registered Agent: (Required)	<i>I hereby accept appointment as Registered Agent for the above named Entity.</i> X _____ Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity <input style="width: 100px;" type="text"/> Date
8. Signature of Represented Entity: (Required)	X _____ Authorized Signature On Behalf of the Entity <input style="width: 100px;" type="text"/> Date

FEE: \$60.00

This form must be accompanied by appropriate fees.

OPERATING AGREEMENT

OF

SUN MOUNTAIN HEALTH HOLDINGS LLC

OPERATING AGREEMENT
OF
SUN MOUNTAIN HEALTH HOLDINGS LLC

THIS OPERATING AGREEMENT is between SUN MOUNTAIN HEALTH HOLDINGS LLC, a Nevada limited liability company (the “Company”) and GREAT FORREST HOLDINGS LLC, a Nevada limited liability company (the “Member”).

RECITALS

The Company is a limited-liability company formed under the Nevada Limited Liability Company Act on September 26, 2024.

GREAT FORREST HOLDINGS LLC, a Nevada limited liability company, is the Company’s sole Member. The parties intend by this Agreement to define their rights and obligations with respect to the Company’s governance and financial affairs and to adopt regulations and procedures for the conduct of the Company’s activities. Accordingly, with the intention of being legally bound, they agree as follows:

ARTICLE 1: DEFINITIONS.

1.1 Scope. For purposes of this Agreement, unless the language or context clearly indicates that a different meaning is intended, capitalized terms have the meanings specified in this Article.

1.2 Defined Terms.

- (a) “Accounting Period” the calendar year.
- (b) “Act” means the Nevada Limited Liability Company Act.
- (c) “Agreement” means this agreement, including any amendments.
- (d) “Articles” means the Articles of Organization filed with the Secretary of State to organize the Company as a limited-liability company, including any amendments.
- (e) “Available Funds” means the Company’s gross cash receipts from operations, less the sum of: (1) payments of principal, interest, charges and fees pertaining to the Company’s indebtedness; (2) expenditures incurred incident to the usual conduct of the Company’s business; and (3) amounts reserved to meet the reasonable needs of the Company’s business.
- (f) “Company” means SUN MOUNTAIN HEALTH HOLDINGS LLC and any successor limited-liability company.

(a) “Contribution” means anything of value that the Member contributes to the Company as a prerequisite for or in connection with membership, including any combination of cash, property, services rendered, a promissory note or any other obligation to contribute cash or property or render services.

(b) “Distribution” means the Company’s direct or indirect transfer of money or other property with respect to the Member’s Membership Interest.

(c) “Effective Date,” with respect to this Agreement, means the date on which the Company’s existence as a limited-liability company begins, as prescribed by the Act.

(d) “Manager” means Chad Keetch.

(e) “Member” means GREAT FORREST HOLDINGS LLC, a Nevada limited liability company, whose principle place of business is located at 29222 Rancho Viejo Rd., Suite 127, San Juan Capistrano, California 92675.

(f) “Membership interest” means the Member’s interest in the Company, consisting of the Member’s right to the Company’s Profit, receive Distributions, participate in the Company’s governance, approve the Company’s acts and receive information pertaining to the Company’s affairs.

(g) “Person” means a natural person or an entity.

(h) “Profit,” as to a positive amount, and “Loss,” as to a negative amount, mean, for a Taxable Year, the Company’s income or loss for the Taxable Year, as determined in accordance with accounting principals appropriate to the Company’s method of accounting and consistently applied.

ARTICLE 2: THE COMPANY.

2.1 Status. The Company is a Nevada limited-liability company organized under the Act.

2.2 Name. The Company’s name is SUN MOUNTAIN HEALTH HOLDINGS LLC.

2.3 Term. The Company’s existence will commence on the Effective Date and continue until terminated under this Agreement.

2.4 Purpose. The Company’s purpose is to engage in any lawful act or activity for which a limited liability company may be organized under the Act.

2.5 Principal Place of Business. The Company’s principal place of business is located at 29222 Rancho Viejo Rd., Ste. 127, San Juan Capistrano, CA 92675.

2.6 Resident Agent and Registered Office. The Company's registered agent in Nevada is located at 321 W. Winnie Lane #104, Carson City, Nevada 89703.

ARTICLE 3: MANAGEMENT.

3.1 Management.

(a) Scope. The Member hereby designates the Manager to be the "manager" of the Company and have full power, authority and discretion to manage and direct the Company's business, affairs and properties, including, without limitation, the specific powers referred to in Article 3.01(b).

(b) Specific Powers. The Manager is authorized on the Company's behalf to make all decisions as to (i) the sale, lease or other disposition of the Company's assets; (ii) the purchase or other acquisition of other assets of all kinds; (iii) the management of all or any part of the Company's assets and business; (iv) the borrowing of money and the granting of security interests in the Company's assets (including loans from the Member); (v) the repayment, refinancing or extension of any mortgage affecting the Company's assets; (vi) the compromise or release of any of the Company's claims or debts; (vii) the payment of pensions and the establishment of pension plans, pension trusts, profit sharing plans, and benefit and incentive plans for the Member and the Company's employees; (viii) the making of donations to the public welfare or for religious, charitable, scientific, literary or education purposes; (ix) the purchase of insurance on the life of any employee of the Company; (x) the participation in partnerships, joint ventures or other associations of any kind with any Person or Persons; and (xi) the making of all elections available to the Company under any federal or state tax law or regulations.

(c) Officers. The Manager may, from time to time as it deems advisable, appoint officers of the Company and assign titles (including, without limitation, President, Vice President, Secretary, and Treasurer) to any such person. The Manager may delegate to such officers such power and authority as the Manager deems advisable, including the power, acting individually or jointly, to represent and bind the Company in all matters, in accordance with the scope of their respective duties. Each officer shall hold office until his successor is designated by the Manager or until his earlier death, resignation or removal. Any officer may resign at any time upon written notice to the Manager. Any officer may be removed by the Manager with or without cause at any time. A vacancy in any office occurring because of death, resignation, removal or otherwise, may, but need not, be filled by the Manager.

(d) Binding Effect. The act of the Manager will bind the Company, and no Person dealing with the Company shall have any obligation to inquire into the power or authority of the Manager to act on the Company's behalf.

3.2 Fiduciary Duties

(a) Exculpation. Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, neither the Member, the Manager, nor any of their respective officers, directors, stockholders, partners, members, managers, employees, affiliates, representatives or agents, nor any officer, employee, representative or agent of the Company (individually, a “Covered Person” and, collectively, the “Covered Persons”) shall be liable to the Company or any other person for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction contemplated hereby or thereby) taken or omitted by a Covered Person in good faith reliance on the provisions of this Agreement, provided such act or omission does not constitute willful misconduct, gross negligence, or a knowing violation of law.

(b) Limitation of Liability. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, the Member, the Manager and the Company hereby waive any and all fiduciary duties that, absent such waiver, may be implied by applicable law, and in doing so, acknowledge and agree that the duties and obligations of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member and the Manager to replace such other duties and liabilities of such Covered Person. To the extent that, at law or in equity, any Covered Person has duties and liabilities related thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for such Covered Person’s good faith reliance on the provisions of this Agreement.

(c) Justifiable Reliance. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Profit or Loss of the Company or any facts pertinent to the existence and amount of assets from which Distributions might properly be paid) of the following Persons or groups: (i) one or more officers or employees of the Company; (ii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iii) any other Person selected in good faith by or on behalf of the Company, in each case, as to matters that such relying Person reasonably believes to be within such other Person’s professional or expert competence.

3.3 Compensation. The Company may compensate the Manager for services rendered to or on behalf of the Company. The Company will reimburse the Manager for reasonable expenses properly incurred on the Company’s behalf.

3.4 Indemnification. To the fullest extent permitted by the Act, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, criminal, administrative or investigative (“Claims”), in which the Covered Person

may be involved, or threatened to be involved, as a party or otherwise, by reason of the fact that he, she or it is a Covered Person or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Article 3.04 with respect to (i) any Claim with respect to which such Covered Person has engaged in willful misconduct, gross negligence, or a knowing violation of law or (ii) any Claim initiated by such Covered Person unless such Claim (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Manager. Expenses incurred in defending any Claim by (y) the Manager or any officer, director, stockholder, partner, member, manager, or affiliate of the Manager shall be paid by the Company and (z) any other Covered Person may be paid by the Company, but only upon the prior written approval of the Manager in its sole and absolute discretion, upon such terms and conditions, if any, as the Manager deems appropriate, in each case, in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Article 3.4.

3.5 Amendments. Any repeal or modification of this Article 3 by the Manager shall not adversely affect any rights of such Covered Person pursuant to this Article 3, including the right to indemnification and to the advancement of expenses of a Covered Person, existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE 4: FINANCE.

4.1 Contributions.

(a) Member. The Member has previously made a contribution to the Company.

(b) Additional Contributions. The Member at any time may but is not required to make additional Contributions of cash and property to the Company.

(c) Contributions Not Interest Bearing. The Member is not entitled to interest or other compensation with respect to any cash or property the Member contributed to the Company.

4.2 Distributions.

(a) Available Funds. The Company will distribute its Available Funds to the Member in such amounts and at such times as the Member may determine.

(b) Limitation. The Company will make no Distribution unless, after the Distribution is made, the Company's assets are in excess of its liabilities.

ARTICLE 5: RECORDS AND ACCOUNTING.

5.1 Maintenance of Records.

(a) Required Records. The Company will maintain at its principal place of business such books, records and other materials as are reasonably necessary to documents and account for its activities, including, without limitation, those required to be maintained by the Act.

(b) Member Access. The Member and the Member's authorized representative will have reasonable access to and may inspect and copy all books, records and other materials pertaining to the Company or its activities.

5.2 Accounting Method. The Company will account for its financial transactions using a method of accounting determined by the Member.

5.3 Reports. The Company will complete and file any periodic reports required by the Act or law of any other jurisdictions in which the Company is qualified to do business.

ARTICLE 6: DISSOLUTION.

6.1 Events of Dissolution

(a) Enumeration. The Company will dissolve upon the first to occur of:

- (1) at such time as the Member determines;
- (2) any event that makes the Company ineligible to conduct its activities as a limited liability company under the Act; or
- (3) any event or circumstance that makes it unlawful or impossible for the Company to carry on its business.

(b) Exclusivity of Events. Unless specifically referred to in this Article 6.01, no event, including an event of dissolution prescribed by the Act, will result in the Company's dissolution.

6.2 Effect of Dissolution.

(a) Appointment of Liquidator. Upon the Company's dissolution, the Member will appoint a liquidator, who may but need not be the Member. The liquidator will wind up and liquidate the Company in an orderly, prudent and expeditious manner in accordance with the following provisions of this Article 6.02.

(a) Final Accounting. The liquidator will make proper accountings (1) to the end of the month in which the event of dissolution occurred; and (2) to the date on which the Company is finally and completely liquidated.

(b) Duties and Authority of Liquidator. The liquidator will make adequate provisions for the discharge of all of the Company's debts, obligations and liabilities. The liquidator may sell, encumber or retain for distribution in kind any of the Company's assets.

(c) Final Distribution. The liquidator will distribute any assets remaining after the discharge or accommodation of the Company's debts, obligations and liabilities to the Member.

(d) Required Filings. The liquidator will file with the Secretary of State such statements, certificates and other instruments, and take such other actions, as are reasonably necessary or appropriate to effectuate and confirm the cessation of the Company's existence.

ARTICLE 7: GENERAL PROVISIONS.

7.1 Amendments.

(a) Required Amendments. The Company and the Member will execute and file any amendment to the articles required by the Act. If any such amendment results in inconsistencies between the Articles and this Agreement, this Agreement will be considered to have been amended in the specifics necessary to eliminate the inconsistencies.

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7.4 Additional Instruments. The Member will execute and deliver any document or statement necessary to give effect to the terms of this Agreement or to comply with any law, rule or regulation governing the Company's formation and activities.

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7.6 Entire Agreement. This Agreement and the Articles comprise the entire agreement among the parties with respect to the Company. This Agreement and the Articles supersede any prior agreements or understandings with respect to the Company. No representation, statement or condition not contained in this Agreement or the Articles has any force or effect.

7.7 Waiver. No right under this Agreement may be waived, except by an instrument in writing signed by the party sought to be charged with the waiver.

7.8 General Construction Principles. Words in any gender are deemed to include the other genders. The singular is deemed to include the plural and vice versa. The headings and underlined paragraph titles are for guidance only and have no significance in the interpretation of this Agreement.

7.9 Binding Effect. This agreement is binding on and will inure to the benefit of the Company, the Member and their respective distributees, successors and assigns.

7.10 Governing Law. Nevada law governs the construction and application of the terms of this Agreement.

[INTENTIONALLY LEFT BLANK]

SIGNED on the respective dates set forth below, to be effective as of the Effective Date.

COMPANY:
SUN MOUNTAIN HEALTH HOLDINGS LLC,
a Nevada limited liability company

By: 
Name: Chad Keetch
Title: Manager

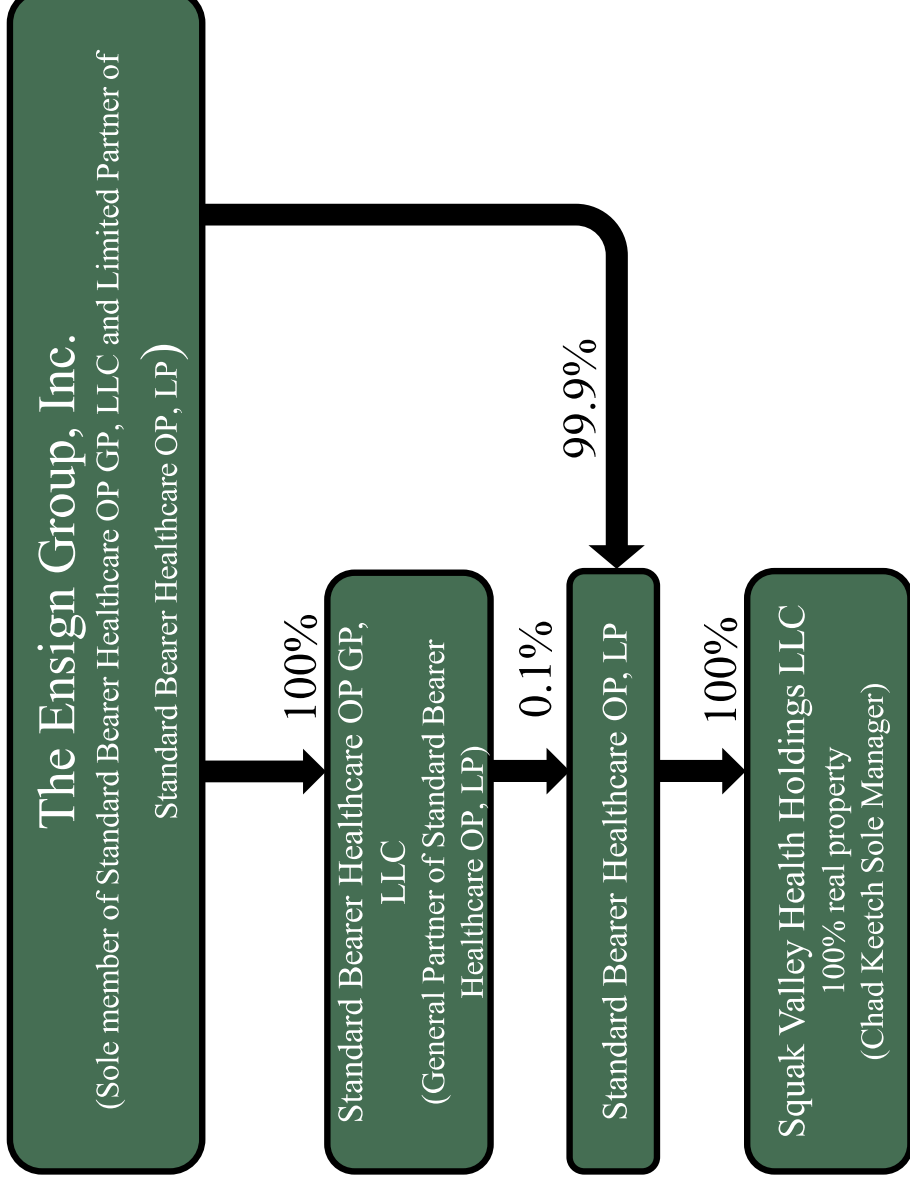
Dated: September 26, 2024

MEMBER:
GREAT FORREST HOLDINGS LLC,
a Nevada limited liability company

By: 
Name: Chad Keetch
Title: Manager

Dated: September 26, 2024

Organization Chart: Squak Valley Health Holdings LLC



FRANCISCO V. AGUILAR
Secretary of State

STATE OF NEVADA



**OFFICE OF THE
SECRETARY OF STATE**

Commercial Recordings Division
401 N. Carson Street
Carson City, NV 89701
Telephone (775) 684-5708
Fax (775) 684-7141

North Las Vegas City Hall
2250 Las Vegas Blvd North, Suite 400
North Las Vegas, NV 89030
Telephone (702) 486-2880
Fax (702) 486-2888

DEPUTY BAKKEDAHL
Deputy Secretary for
Commercial Recordings

Business Entity - Filing Acknowledgement

09/26/2024

Work Order Item Number: W2024092602286 - 3959574
Filing Number: 20244357236
Filing Type: Articles of Organization
Filing Date/Time: 09/26/2024 16:40:35 PM
Filing Page(s): 3

Indexed Entity Information:

Entity ID: E43572372024-6

Entity Name: Squak Valley Health Holdings
LLC

Entity Status: Active

Expiration Date: None

Commercial Registered Agent
COGENCY GLOBAL INC.*

321 W. WINNIE LANE #104, Carson City, NV 89703, USA

The attached document(s) were filed with the Nevada Secretary of State, Commercial Recording Division. The filing date and time have been affixed to each document, indicating the date and time of filing. A filing number is also affixed and can be used to reference this document in the future.

Respectfully,

A handwritten signature in black ink that reads "FV Aguilar".

FRANCISCO V. AGUILAR
Secretary of State



FRANCISCO V. AGUILAR
 Secretary of State
 401 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov
www.nvsilverflume.gov

Filed in the Office of <i>F. Aguilar</i>	Business Number E43572372024-6
Secretary of State State Of Nevada	Filing Number 20244357236
	Filed On 09/26/2024 16:40:35 PM
	Number of Pages 3

Formation - Limited-Liability Company

- | | |
|--|---|
| <input checked="" type="checkbox"/> NRS 86 - Articles of Organization Limited-Liability Company
<input type="checkbox"/> NRS 89 - Articles of Organization Professional Limited-Liability Company | <input type="checkbox"/> NRS 86.544 - Registration of Foreign Limited-Liability Company
<input type="checkbox"/> NRS 86.555 - Registration of Professional Foreign Limited-Liability Company |
|--|---|

1. Name Being Registered in Nevada: <small>(See instructions)</small>	Squak Valley Health Holdings LLC																
2. Foreign Entity Name: <small>(Name in home jurisdiction)</small>																	
3. Jurisdiction of Formation: <small>(Foreign Limited-Liability Companies)</small>	3a) Jurisdiction of formation: <input type="text"/> 3b) Date formed: <input type="text"/> 3c) I declare this entity is in good standing in the jurisdiction of its formation. <input type="checkbox"/>																
4. Registered Agent for Service of Process*: <small>(check only one box)</small>	<input checked="" type="checkbox"/> Commercial Registered Agent <small>(name only below)</small> <input type="checkbox"/> Noncommercial Registered Agent <small>(name and address below)</small> <input type="checkbox"/> Office or position with Entity <small>(title and address below)</small> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">COGENCY GLOBAL INC.*</div> Name of Registered Agent OR Title of Office or Position with Entity <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"><input type="text" value="321 W. WINNIE LANE #104"/></td> <td style="width: 15%;"><input type="text" value="Carson City"/></td> <td style="width: 15%;"><input type="text" value="Nevada"/></td> <td style="width: 10%;"><input type="text" value="89703"/></td> </tr> <tr> <td><small>Street Address</small></td> <td><small>City</small></td> <td><small>State</small></td> <td><small>Zip Code</small></td> </tr> <tr> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text" value="Nevada"/></td> <td><input type="text"/></td> </tr> <tr> <td><small>Mailing Address (If different from street address)</small></td> <td><small>City</small></td> <td><small>State</small></td> <td><small>Zip Code</small></td> </tr> </table>	<input type="text" value="321 W. WINNIE LANE #104"/>	<input type="text" value="Carson City"/>	<input type="text" value="Nevada"/>	<input type="text" value="89703"/>	<small>Street Address</small>	<small>City</small>	<small>State</small>	<small>Zip Code</small>	<input type="text"/>	<input type="text"/>	<input type="text" value="Nevada"/>	<input type="text"/>	<small>Mailing Address (If different from street address)</small>	<small>City</small>	<small>State</small>	<small>Zip Code</small>
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<small>Mailing Address (If different from street address)</small>	<small>City</small>	<small>State</small>	<small>Zip Code</small>														
4a. Certificate of Acceptance of Appointment of Registered Agent:	<i>I hereby accept appointment as Registered Agent for the above named Entity. If the registered agent is unable to sign the Articles of Incorporation, submit a separate signed Registered Agent Acceptance form.</i> X _____ <input type="text"/> <small>Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity Date</small>																
5. Management: <small>(Domestic Limited-Liability Companies only)</small>	Company shall be managed by: <small>(check one box)</small> <input checked="" type="checkbox"/> Manager(s) OR <input type="checkbox"/> Member(s)																
6. Name and Address of each Manager(s) or Managing Member(s): <small>(NRS 86 and NRS 86.544, see instructions)</small> Name and Address of the Original Manager(s) and Member(s): <small>(NRS 89, see instructions)</small> <small>IMPORTANT: A certificate from the regulatory board must be submitted showing that each individual is licensed at the time of filing.</small>	1) <input type="text" value="Chad Keetch"/> <small>Name</small> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"><input type="text" value="29222 Rancho Viejo Rd., Ste. 127"/></td> <td style="width: 15%;"><input type="text" value="San Juan Capistrano"/></td> <td style="width: 10%;"><input type="text" value="CA"/></td> <td style="width: 10%;"><input type="text" value="92675"/></td> </tr> <tr> <td><small>Address</small></td> <td><small>City</small></td> <td><small>State</small></td> <td><small>Zip Code</small></td> </tr> </table>	<input type="text" value="29222 Rancho Viejo Rd., Ste. 127"/>	<input type="text" value="San Juan Capistrano"/>	<input type="text" value="CA"/>	<input type="text" value="92675"/>	<small>Address</small>	<small>City</small>	<small>State</small>	<small>Zip Code</small>								
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<small>Address</small>	<small>City</small>	<small>State</small>	<small>Zip Code</small>														
7. Dissolution Date: <small>(Domestic only)</small>	Latest date upon which the company is to dissolve (if existence is not perpetual): <input type="text"/>																



FRANCISCO V. AGUILAR
 Secretary of State
 401 North Carson Street
 Carson City, Nevada 89701-4201
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Formation - Limited-Liability Company

Continued, Page 2

8. Purpose/ Profession to be Practiced: (NRS 89 only)													
9. Series and/or Restricted Limited- Liability Company: (Optional)	Check box if a Series Limited-Liability Company <input type="checkbox"/> Domestic Limited-Liability Company"s only: The Limited-Liability Company is a Restricted Limited-Liability Company <input type="checkbox"/>												
10. Records Office: (Foreign Limited-Liability Companies)	<table style="width: 100%; border: none;"> <tr> <td style="border: none;">Address</td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;"></td> </tr> <tr> <td style="border: none;">Country</td> <td colspan="4" style="border: none;"></td> </tr> </table>	Address					Country						
Address													
Country													
11. Street Address of Principal Office: (Foreign Limited-Liability Companies)	<table style="width: 100%; border: none;"> <tr> <td style="border: none;">Address</td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;"></td> </tr> <tr> <td style="border: none;">Country</td> <td colspan="4" style="border: none;"></td> </tr> </table>	Address					Country						
Address													
Country													
12. Name, Address and Signature of the Organizer: (NRS 86. NRS 89 -Each Organizer must be a licensed professional.)	<p>*Foreign Limited-Liability Company - In the event the designated Agent for Service of Process resigns and is not replaced or the agent's authority has been revoked or the agent cannot be found or served with exercise of reasonable diligence, then the Secretary of State is hereby appointed as the Agent for Service of Process.</p> <p>I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.</p> <table style="width: 100%; border: none;"> <tr> <td style="border: 1px solid black; padding: 2px;">Chad Keetch</td> <td style="border: 1px solid black; padding: 2px;">United States</td> </tr> <tr> <td style="border: none;">Name</td> <td style="border: none;">Country</td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">29222 Rancho Viejo Rd., Ste. 127</td> <td style="border: 1px solid black; padding: 2px;">San Juan Capistrano</td> <td style="border: 1px solid black; padding: 2px;">CA</td> <td style="border: 1px solid black; padding: 2px;">96275</td> </tr> <tr> <td style="border: none;">Address</td> <td style="border: none;">City</td> <td style="border: none;">State</td> <td style="border: none;">Zip/Postal Code</td> </tr> </table> <p>X <u>Chad Keetch</u> _____ (attach additional page if necessary)</p>	Chad Keetch	United States	Name	Country	29222 Rancho Viejo Rd., Ste. 127	San Juan Capistrano	CA	96275	Address	City	State	Zip/Postal Code
Chad Keetch	United States												
Name	Country												
29222 Rancho Viejo Rd., Ste. 127	San Juan Capistrano	CA	96275										
Address	City	State	Zip/Postal Code										
Name and Signature of Manager or Member: (NRS 86.544 only)													
See instructions													

AN INITIAL LIST OF OFFICERS MUST ACCOMPANY THIS FILING

Please include any required or optional information in space below:

(attach additional page(s) if necessary)



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov

Filed in the Office of <i>FVAquilar</i> Secretary of State State Of Nevada	Business Number E43572372024-6
	Filing Number 20244357236
	Filed On 09/26/2024 16:40:35 PM
	Number of Pages 3

Registered Agent Acceptance/Statement of Change

(PURSUANT TO NRS 77.310, 77.340, 77.350, 77.380)

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGHLIGHT

1. Entity information:	Name of represented entity: <input style="width: 100%;" type="text"/> Entity or Nevada Business Identification Number (NVID): (for entities currently on file) <input style="width: 100%;" type="text"/>
2. Registered Agent Acceptance:	<input checked="" type="checkbox"/> Registered Agent Acceptance
3. Information Being Changed:	Statement of Change takes the following effect: (select only one) <input type="checkbox"/> Appoints New Agent (complete section 5) <input type="checkbox"/> Update Represented Entity Acting as Registered Agent (complete sections 5) <input type="checkbox"/> Update Registered Agent Name (complete sections 4 & 5) <input type="checkbox"/> Update Registered Agent Address (complete sections 4 & 5)
4. Registered Agent Information Before the Change: (Non-commercial registered agents ONLY)	<input style="width: 100%;" type="text"/> Name of Registered Agent OR Title of Office or Position with Entity Nevada Street Address City Zip Code Nevada Mailing Address (if different from street address) City Zip Code
5. Newly Appointed Registered Agent or Registered Agent Information After the Change:	<input checked="" type="checkbox"/> Commercial Registered Agent:(name only below) <input type="checkbox"/> Noncommercial Registered Agent (name and address below) <input type="checkbox"/> Office or Position with Entity (title or position and address below) COGENCY GLOBAL INC. <input style="width: 100%;" type="text"/> Name of Registered Agent OR Title of Office or Position within Entity Nevada Street Address City Zip Code Nevada Mailing Address (if different from street address) City Zip Code
6. Electronic Notification: (Optional)	Email address for electronic notifications for "Non-Commercial" or "Office or Positions with Entity" registered agents only: <input style="width: 100%;" type="text"/>
7. Certificate of Acceptance of Appointment of Registered Agent: (Required)	<p style="text-align: center;"><i>I hereby accept appointment as Registered Agent for the above named Entity.</i></p> <p style="text-align: center;"></p> X _____ Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity <input style="width: 50px;" type="text"/> Date
8. Signature of Represented Entity: (Required)	X _____ Authorized Signature On Behalf of the Entity <input style="width: 50px;" type="text"/> Date

FEE: \$60.00

This form must be accompanied by appropriate fees.

OPERATING AGREEMENT

OF

SQUAK VALLEY HEALTH HOLDINGS LLC

OPERATING AGREEMENT
OF
SQUAK VALLEY HEALTH HOLDINGS LLC

THIS OPERATING AGREEMENT is between SQUAK VALLEY HEALTH HOLDINGS LLC, a Nevada limited liability company (the “Company”) and STANDARD BEARER HEALTHCARE OP, LP, a Delaware limited partnership (the “Member”).

RECITALS

The Company is a limited-liability company formed under the Nevada Limited Liability Company Act on September 26, 2024.

STANDARD BEARER HEALTHCARE OP, LP, a Delaware limited partnership, is the Company’s sole Member. The parties intend by this Agreement to define their rights and obligations with respect to the Company’s governance and financial affairs and to adopt regulations and procedures for the conduct of the Company’s activities. Accordingly, with the intention of being legally bound, they agree as follows:

ARTICLE 1: DEFINITIONS.

1.1 Scope. For purposes of this Agreement, unless the language or context clearly indicates that a different meaning is intended, capitalized terms have the meanings specified in this Article.

1.2 Defined Terms.

- (a) “Accounting Period” the calendar year.
- (b) “Act” means the Nevada Limited Liability Company Act.
- (c) “Agreement” means this agreement, including any amendments.
- (d) “Articles” means the Articles of Organization filed with the Secretary of State to organize the Company as a limited-liability company, including any amendments.
- (e) “Available Funds” means the Company’s gross cash receipts from operations, less the sum of: (1) payments of principal, interest, charges and fees pertaining to the Company’s indebtedness; (2) expenditures incurred incident to the usual conduct of the Company’s business; and (3) amounts reserved to meet the reasonable needs of the Company’s business.
- (f) “Company” means SQUAK VALLEY HEALTH HOLDINGS LLC and any successor limited-liability company.

(a) “Contribution” means anything of value that the Member contributes to the Company as a prerequisite for or in connection with membership, including any combination of cash, property, services rendered, a promissory note or any other obligation to contribute cash or property or render services.

(b) “Distribution” means the Company’s direct or indirect transfer of money or other property with respect to the Member’s Membership Interest.

(c) “Effective Date,” with respect to this Agreement, means the date on which the Company’s existence as a limited-liability company begins, as prescribed by the Act.

(d) “Manager” means Chad Keetch.

(e) “Member” means STANDARD BEARER HEALTHCARE OP, LP, a Delaware limited partnership, whose principle place of business is located at 29222 Rancho Viejo Rd., Suite 127, San Juan Capistrano, California 92675.

(f) “Membership interest” means the Member’s interest in the Company, consisting of the Member’s right to the Company’s Profit, receive Distributions, participate in the Company’s governance, approve the Company’s acts and receive information pertaining to the Company’s affairs.

(g) “Person” means a natural person or an entity.

(h) “Profit,” as to a positive amount, and “Loss,” as to a negative amount, mean, for a Taxable Year, the Company’s income or loss for the Taxable Year, as determined in accordance with accounting principals appropriate to the Company’s method of accounting and consistently applied.

ARTICLE 2: THE COMPANY.

2.1 Status. The Company is a Nevada limited-liability company organized under the Act.

2.2 Name. The Company’s name is SQUAK VALLEY HEALTH HOLDINGS LLC.

2.3 Term. The Company’s existence will commence on the Effective Date and continue until terminated under this Agreement.

2.4 Purpose. The Company’s purpose is to engage in any lawful act or activity for which a limited liability company may be organized under the Act.

2.5 Principal Place of Business. The Company’s principal place of business is located at 29222 Rancho Viejo Rd., Ste. 127, San Juan Capistrano, CA 92675.

2.6 Resident Agent and Registered Office. The Company's registered agent in Nevada is located at 321 W. Winnie Lane #104, Carson City, Nevada 89703.

ARTICLE 3: MANAGEMENT.

3.1 Management.

(a) Scope. The Member hereby designates the Manager to be the "manager" of the Company and have full power, authority and discretion to manage and direct the Company's business, affairs and properties, including, without limitation, the specific powers referred to in Article 3.01(b).

(b) Specific Powers. The Manager is authorized on the Company's behalf to make all decisions as to (i) the sale, lease or other disposition of the Company's assets; (ii) the purchase or other acquisition of other assets of all kinds; (iii) the management of all or any part of the Company's assets and business; (iv) the borrowing of money and the granting of security interests in the Company's assets (including loans from the Member); (v) the repayment, refinancing or extension of any mortgage affecting the Company's assets; (vi) the compromise or release of any of the Company's claims or debts; (vii) the payment of pensions and the establishment of pension plans, pension trusts, profit sharing plans, and benefit and incentive plans for the Member and the Company's employees; (viii) the making of donations to the public welfare or for religious, charitable, scientific, literary or education purposes; (ix) the purchase of insurance on the life of any employee of the Company; (x) the participation in partnerships, joint ventures or other associations of any kind with any Person or Persons; and (xi) the making of all elections available to the Company under any federal or state tax law or regulations.

(c) Officers. The Manager may, from time to time as it deems advisable, appoint officers of the Company and assign titles (including, without limitation, President, Vice President, Secretary, and Treasurer) to any such person. The Manager may delegate to such officers such power and authority as the Manager deems advisable, including the power, acting individually or jointly, to represent and bind the Company in all matters, in accordance with the scope of their respective duties. Each officer shall hold office until his successor is designated by the Manager or until his earlier death, resignation or removal. Any officer may resign at any time upon written notice to the Manager. Any officer may be removed by the Manager with or without cause at any time. A vacancy in any office occurring because of death, resignation, removal or otherwise, may, but need not, be filled by the Manager.

(d) Binding Effect. The act of the Manager will bind the Company, and no Person dealing with the Company shall have any obligation to inquire into the power or authority of the Manager to act on the Company's behalf.

3.2 Fiduciary Duties

(a) Exculpation. Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, neither the Member, the Manager, nor any of their respective officers, directors, stockholders, partners, members, managers, employees, affiliates, representatives or agents, nor any officer, employee, representative or agent of the Company (individually, a “Covered Person” and, collectively, the “Covered Persons”) shall be liable to the Company or any other person for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction contemplated hereby or thereby) taken or omitted by a Covered Person in good faith reliance on the provisions of this Agreement, provided such act or omission does not constitute willful misconduct, gross negligence, or a knowing violation of law.

(b) Limitation of Liability. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, the Member, the Manager and the Company hereby waive any and all fiduciary duties that, absent such waiver, may be implied by applicable law, and in doing so, acknowledge and agree that the duties and obligations of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member and the Manager to replace such other duties and liabilities of such Covered Person. To the extent that, at law or in equity, any Covered Person has duties and liabilities related thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for such Covered Person’s good faith reliance on the provisions of this Agreement.

(c) Justifiable Reliance. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Profit or Loss of the Company or any facts pertinent to the existence and amount of assets from which Distributions might properly be paid) of the following Persons or groups: (i) one or more officers or employees of the Company; (ii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iii) any other Person selected in good faith by or on behalf of the Company, in each case, as to matters that such relying Person reasonably believes to be within such other Person’s professional or expert competence.

3.3 Compensation. The Company may compensate the Manager for services rendered to or on behalf of the Company. The Company will reimburse the Manager for reasonable expenses properly incurred on the Company’s behalf.

3.4 Indemnification. To the fullest extent permitted by the Act, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, criminal, administrative or investigative (“Claims”), in which the Covered Person

may be involved, or threatened to be involved, as a party or otherwise, by reason of the fact that he, she or it is a Covered Person or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Article 3.04 with respect to (i) any Claim with respect to which such Covered Person has engaged in willful misconduct, gross negligence, or a knowing violation of law or (ii) any Claim initiated by such Covered Person unless such Claim (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Manager. Expenses incurred in defending any Claim by (y) the Manager or any officer, director, stockholder, partner, member, manager, or affiliate of the Manager shall be paid by the Company and (z) any other Covered Person may be paid by the Company, but only upon the prior written approval of the Manager in its sole and absolute discretion, upon such terms and conditions, if any, as the Manager deems appropriate, in each case, in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Article 3.4.

3.5 Amendments. Any repeal or modification of this Article 3 by the Manager shall not adversely affect any rights of such Covered Person pursuant to this Article 3, including the right to indemnification and to the advancement of expenses of a Covered Person, existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE 4: FINANCE.

4.1 Contributions.

(a) Member. The Member has previously made a contribution to the Company.

(b) Additional Contributions. The Member at any time may but is not required to make additional Contributions of cash and property to the Company.

(c) Contributions Not Interest Bearing. The Member is not entitled to interest or other compensation with respect to any cash or property the Member contributed to the Company.

4.2 Distributions.

(a) Available Funds. The Company will distribute its Available Funds to the Member in such amounts and at such times as the Member may determine.

(b) Limitation. The Company will make no Distribution unless, after the Distribution is made, the Company's assets are in excess of its liabilities.

ARTICLE 5: RECORDS AND ACCOUNTING.

5.1 Maintenance of Records.

(a) Required Records. The Company will maintain at its principal place of business such books, records and other materials as are reasonably necessary to documents and account for its activities, including, without limitation, those required to be maintained by the Act.

(b) Member Access. The Member and the Member's authorized representative will have reasonable access to and may inspect and copy all books, records and other materials pertaining to the Company or its activities.

5.2 Accounting Method. The Company will account for its financial transactions using a method of accounting determined by the Member.

5.3 Reports. The Company will complete and file any periodic reports required by the Act or law of any other jurisdictions in which the Company is qualified to do business.

ARTICLE 6: DISSOLUTION.

6.1 Events of Dissolution

(a) Enumeration. The Company will dissolve upon the first to occur of:

- (1) at such time as the Member determines;
- (2) any event that makes the Company ineligible to conduct its activities as a limited liability company under the Act; or
- (3) any event or circumstance that makes it unlawful or impossible for the Company to carry on its business.

(b) Exclusivity of Events. Unless specifically referred to in this Article 6.01, no event, including an event of dissolution prescribed by the Act, will result in the Company's dissolution.

6.2 Effect of Dissolution.

(a) Appointment of Liquidator. Upon the Company's dissolution, the Member will appoint a liquidator, who may but need not be the Member. The liquidator will wind up and liquidate the Company in an orderly, prudent and expeditious manner in accordance with the following provisions of this Article 6.02.

(a) Final Accounting. The liquidator will make proper accountings (1) to the end of the month in which the event of dissolution occurred; and (2) to the date on which the Company is finally and completely liquidated.

(b) Duties and Authority of Liquidator. The liquidator will make adequate provisions for the discharge of all of the Company's debts, obligations and liabilities. The liquidator may sell, encumber or retain for distribution in kind any of the Company's assets.

(c) Final Distribution. The liquidator will distribute any assets remaining after the discharge or accommodation of the Company's debts, obligations and liabilities to the Member.

(d) Required Filings. The liquidator will file with the Secretary of State such statements, certificates and other instruments, and take such other actions, as are reasonably necessary or appropriate to effectuate and confirm the cessation of the Company's existence.

ARTICLE 7: GENERAL PROVISIONS.

7.1 Amendments.

(a) Required Amendments. The Company and the Member will execute and file any amendment to the articles required by the Act. If any such amendment results in inconsistencies between the Articles and this Agreement, this Agreement will be considered to have been amended in the specifics necessary to eliminate the inconsistencies.

(b) Other Amendments. The Company and the Member at any time may amend this Agreement in any respect that is consistent with the Articles and the Act.

7.2 Nominee. Title to the Company's assets may be held in the name of the Company or any nominee (including the Member so acting), as the Company determines. The Company's agreement with any nominee may contain provisions indemnifying the nominee for costs or damages incurred as a result of the nominee's service to the Company.

7.3 Resolution of Inconsistencies. If there are inconsistencies between this Agreement and the Articles, the Articles will control. If there are inconsistencies between this Agreement and the Act, this Agreement will control, except to the extent the inconsistencies relate to provisions of the Act that the Member cannot alter by agreement.

7.4 Additional Instruments. The Member will execute and deliver any document or statement necessary to give effect to the terms of this Agreement or to comply with any law, rule or regulation governing the Company's formation and activities.

7.5 Computation of Time. In computing any period of time under this Agreement, the day of the act or event from which the specified period begins to run is not included. The last day of the period is included, unless it is a Saturday, Sunday or legal holiday, in which case the period will run until the end of the next day that is not a Saturday, Sunday or legal holiday.

7.6 Entire Agreement. This Agreement and the Articles comprise the entire agreement among the parties with respect to the Company. This Agreement and the Articles supersede any prior agreements or understandings with respect to the Company. No representation, statement or condition not contained in this Agreement or the Articles has any force or effect.

7.7 Waiver. No right under this Agreement may be waived, except by an instrument in writing signed by the party sought to be charged with the waiver.

7.8 General Construction Principles. Words in any gender are deemed to include the other genders. The singular is deemed to include the plural and vice versa. The headings and underlined paragraph titles are for guidance only and have no significance in the interpretation of this Agreement.

7.9 Binding Effect. This agreement is binding on and will inure to the benefit of the Company, the Member and their respective distributees, successors and assigns.

7.10 Governing Law. Nevada law governs the construction and application of the terms of this Agreement.

[INTENTIONALLY LEFT BLANK]

SIGNED on the respective dates set forth below, to be effective as of the Effective Date.

COMPANY:
SQUAK VALLEY HEALTH HOLDINGS LLC,
a Nevada limited liability company

By: 
Name: Chad Keetch
Title: Manager

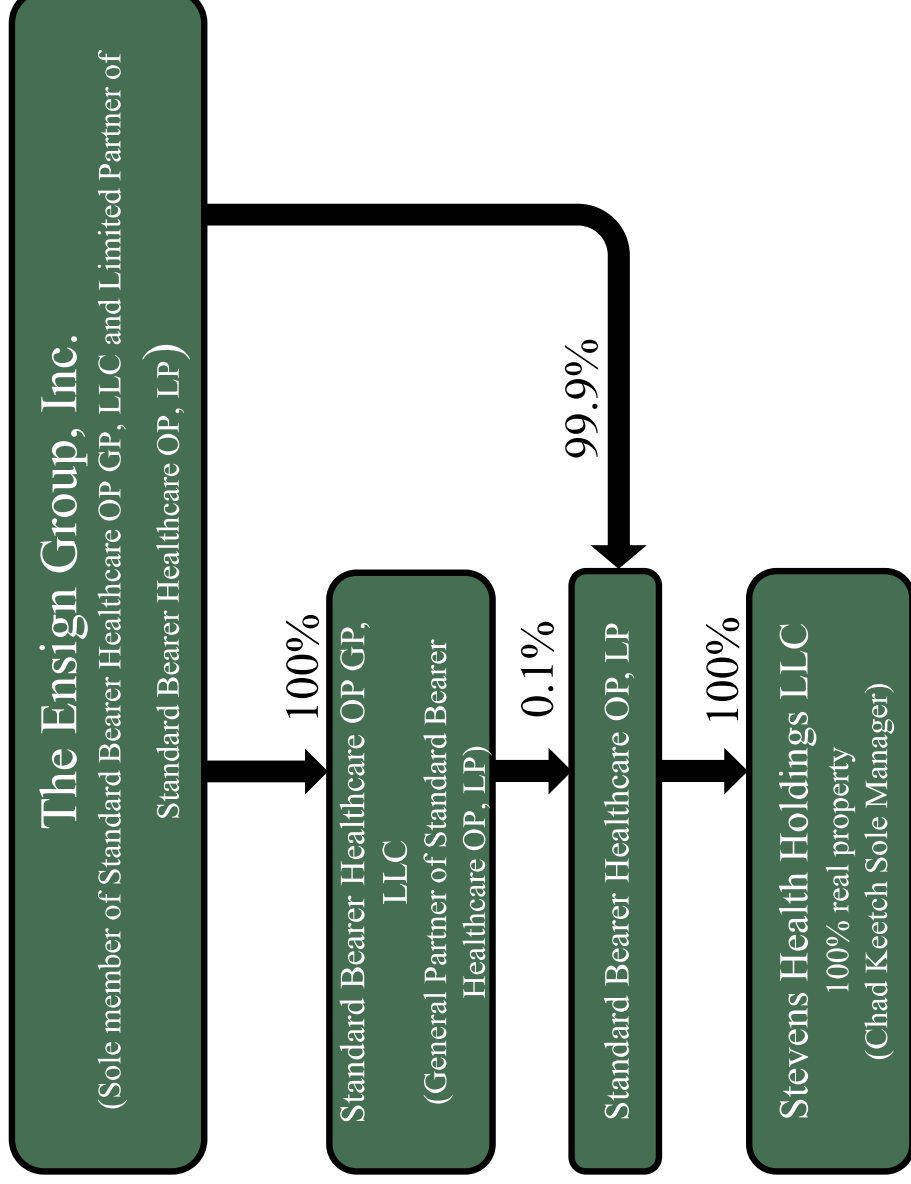
Dated: September 26, 2024

MEMBER:
STANDARD BEARER HEALTHCARE OP, LP,
a Delaware limited partnership

By: 
Name: Chad Keetch
Title: President

Dated: September 26, 2024

Organization Chart: Stevens Health Holdings LLC



FRANCISCO V. AGUILAR
Secretary of State

STATE OF NEVADA



OFFICE OF THE
SECRETARY OF STATE

Commercial Recordings Division
401 N. Carson Street
Carson City, NV 89701
Telephone (775) 684-5708
Fax (775) 684-7141
North Las Vegas City Hall
2250 Las Vegas Blvd North, Suite 400
North Las Vegas, NV 89030
Telephone (702) 486-2880
Fax (702) 486-2888

DEPUTY BAKKEDAHL
Deputy Secretary for
Commercial Recordings

Business Entity - Filing Acknowledgement

11/15/2024

Work Order Item Number: W2024111500580 - 4061450
Filing Number: 20244472301
Filing Type: Articles of Organization
Filing Date/Time: 11/15/2024 09:47:22 AM
Filing Page(s): 3

Indexed Entity Information:

Entity ID: E44723022024-8
Entity Status: Active

Entity Name: Stevens Health Holdings LLC
Expiration Date: None

Commercial Registered Agent
COGENCY GLOBAL INC.*
321 W. WINNIE LANE #104, Carson City, NV 89703, USA

The attached document(s) were filed with the Nevada Secretary of State, Commercial Recording Division. The filing date and time have been affixed to each document, indicating the date and time of filing. A filing number is also affixed and can be used to reference this document in the future.

Respectfully,

A handwritten signature in black ink that reads "FV Aguilar".

FRANCISCO V. AGUILAR
Secretary of State



FRANCISCO V. AGUILAR
 Secretary of State
 401 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov
www.nvsilverflume.gov

Filed in the Office of <i>FV Aguilar</i>	Business Number E44723022024-8
Secretary of State State Of Nevada	Filing Number 20244472301
	Filed On 11/15/2024 09:47:22 AM
	Number of Pages 3

Formation - Limited-Liability Company

- | | |
|---|--|
| <input checked="" type="checkbox"/> NRS 86 - Articles of Organization Limited-Liability Company | <input type="checkbox"/> NRS 86.544 - Registration of Foreign Limited-Liability Company |
| <input type="checkbox"/> NRS 89 - Articles of Organization Professional Limited-Liability Company | <input type="checkbox"/> NRS 86.555 - Registration of Professional Foreign Limited-Liability Company |

1. Name Being Registered in Nevada: <small>(See instructions)</small>	Stevens Health Holdings LLC																				
2. Foreign Entity Name: <small>(Name in home jurisdiction)</small>																					
3. Jurisdiction of Formation: <small>(Foreign Limited-Liability Companies)</small>	3a) Jurisdiction of formation: <input type="text"/> 3b) Date formed: <input type="text"/> 3c) I declare this entity is in good standing in the jurisdiction of its formation. <input type="checkbox"/>																				
4. Registered Agent for Service of Process*: <small>(check only one box)</small>	<input checked="" type="checkbox"/> Commercial Registered Agent (name only below) <input type="checkbox"/> Noncommercial Registered Agent (name and address below) <input type="checkbox"/> Office or position with Entity (title and address below) <div style="border: 1px solid black; padding: 2px; margin: 5px 0;"> COGENCY GLOBAL INC.* </div> Name of Registered Agent OR Title of Office or Position with Entity <table style="width: 100%; border: none;"> <tr> <td style="border: 1px solid black; width: 50%;">321 W. WINNIE LANE #104</td> <td style="border: 1px solid black; width: 20%;">Carson City</td> <td style="border: 1px solid black; width: 10%;">Nevada</td> <td style="border: 1px solid black; width: 15%;">89703</td> </tr> <tr> <td><small>Street Address</small></td> <td><small>City</small></td> <td><small>State</small></td> <td><small>Zip Code</small></td> </tr> <tr> <td style="border: 1px solid black;"><input type="text"/></td> <td style="border: 1px solid black;"><input type="text"/></td> <td style="border: 1px solid black;">Nevada</td> <td style="border: 1px solid black;"><input type="text"/></td> </tr> <tr> <td><small>Mailing Address (If different from street address)</small></td> <td><small>City</small></td> <td><small>State</small></td> <td><small>Zip Code</small></td> </tr> </table> <p><i>I hereby accept appointment as Registered Agent for the above named Entity. If the registered agent is unable to sign the Articles of Incorporation, submit a separate signed Registered Agent Acceptance form.</i></p> <table style="width: 100%; border: none;"> <tr> <td style="border: none;">x _____</td> <td style="border: none; width: 150px;"><input type="text"/></td> </tr> <tr> <td style="border: none;"><small>Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity</small></td> <td style="border: none;"><small>Date</small></td> </tr> </table>	321 W. WINNIE LANE #104	Carson City	Nevada	89703	<small>Street Address</small>	<small>City</small>	<small>State</small>	<small>Zip Code</small>	<input type="text"/>	<input type="text"/>	Nevada	<input type="text"/>	<small>Mailing Address (If different from street address)</small>	<small>City</small>	<small>State</small>	<small>Zip Code</small>	x _____	<input type="text"/>	<small>Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity</small>	<small>Date</small>
321 W. WINNIE LANE #104	Carson City	Nevada	89703																		
<small>Street Address</small>	<small>City</small>	<small>State</small>	<small>Zip Code</small>																		
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<small>Mailing Address (If different from street address)</small>	<small>City</small>	<small>State</small>	<small>Zip Code</small>																		
x _____	<input type="text"/>																				
<small>Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity</small>	<small>Date</small>																				
5. Management: <small>(Domestic Limited-Liability Companies only)</small>	Company shall be managed by: (check one box) <input checked="" type="checkbox"/> Manager(s) OR <input type="checkbox"/> Member(s)																				
6. Name and Address of each Manager(s) or Managing Member(s): <small>(NRS 86 and NRS 86.544, see instructions)</small> Name and Address of the Original Manager(s) and Member(s): <small>(NRS 89, see instructions)</small> IMPORTANT: <small>A certificate from the regulatory board must be submitted showing that each individual is licensed at the time of filing.</small>	1) <input style="width: 100%;" type="text" value="Chad Keetch"/> <small>Name</small> <table style="width: 100%; border: none;"> <tr> <td style="border: 1px solid black; width: 50%;">29222 Rancho Viejo Rd., Ste. 127</td> <td style="border: 1px solid black; width: 20%;">San Juan Capistrano</td> <td style="border: 1px solid black; width: 10%;">CA</td> <td style="border: 1px solid black; width: 15%;">92675</td> </tr> <tr> <td><small>Address</small></td> <td><small>City</small></td> <td><small>State</small></td> <td><small>Zip Code</small></td> </tr> </table>	29222 Rancho Viejo Rd., Ste. 127	San Juan Capistrano	CA	92675	<small>Address</small>	<small>City</small>	<small>State</small>	<small>Zip Code</small>												
29222 Rancho Viejo Rd., Ste. 127	San Juan Capistrano	CA	92675																		
<small>Address</small>	<small>City</small>	<small>State</small>	<small>Zip Code</small>																		
7. Dissolution Date: <small>(Domestic only)</small>	Latest date upon which the company is to dissolve (if existence is not perpetual): <input type="text"/>																				



FRANCISCO V. AGUILAR
 Secretary of State
 401 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov
www.nvsilverflume.gov

Formation - Limited-Liability Company

Continued, Page 2

8. Purpose/ Profession to be Practiced: (NRS 89 only)													
9. Series and/or Restricted Limited- Liability Company: (Optional)	Check box if a Series Limited-Liability Company <input type="checkbox"/> Domestic Limited-Liability Company"s only: The Limited-Liability Company is a Restricted Limited-Liability Company <input type="checkbox"/>												
10. Records Office: (Foreign Limited-Liability Companies)	<table style="width: 100%; border: none;"> <tr> <td style="border: none;">Address</td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;"></td> </tr> <tr> <td style="border: none;">Country</td> <td colspan="4" style="border: none;"><input style="width: 100%;" type="text"/></td> </tr> </table>	Address					Country	<input style="width: 100%;" type="text"/>					
Address													
Country	<input style="width: 100%;" type="text"/>												
11. Street Address of Principal Office: (Foreign Limited-Liability Companies)	<table style="width: 100%; border: none;"> <tr> <td style="border: none;">Address</td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;"></td> </tr> <tr> <td style="border: none;">Country</td> <td colspan="4" style="border: none;"><input style="width: 100%;" type="text"/></td> </tr> </table>	Address					Country	<input style="width: 100%;" type="text"/>					
Address													
Country	<input style="width: 100%;" type="text"/>												
12. Name, Address and Signature of the Organizer: (NRS 86, NRS 89 -Each Organizer must be a licensed professional.)	<p>*Foreign Limited-Liability Company - In the event the designated Agent for Service of Process resigns and is not replaced or the agent's authority has been revoked or the agent cannot be found or served with exercise of reasonable diligence, then the Secretary of State is hereby appointed as the Agent for Service of Process.</p> <p>I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.</p> <table style="width: 100%; border: none;"> <tr> <td style="border: 1px solid black; padding: 2px;">Chad Keetch</td> <td style="border: 1px solid black; padding: 2px;">United States</td> </tr> <tr> <td style="border: none;">Name</td> <td style="border: none;">Country</td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">29222 Rancho Viejo Rd., Ste. 127</td> <td style="border: 1px solid black; padding: 2px;">San Juan Capistrano</td> <td style="border: 1px solid black; padding: 2px;">CA</td> <td style="border: 1px solid black; padding: 2px;">92675</td> </tr> <tr> <td style="border: none;">Address</td> <td style="border: none;">City</td> <td style="border: none;">State</td> <td style="border: none;">Zip/Postal Code</td> </tr> </table> <p>X <u>Chad Keetch</u> _____ (attach additional page if necessary)</p>	Chad Keetch	United States	Name	Country	29222 Rancho Viejo Rd., Ste. 127	San Juan Capistrano	CA	92675	Address	City	State	Zip/Postal Code
Chad Keetch	United States												
Name	Country												
29222 Rancho Viejo Rd., Ste. 127	San Juan Capistrano	CA	92675										
Address	City	State	Zip/Postal Code										
Name and Signature of Manager or Member: (NRS 86.544 only)	<p>See instructions</p>												

AN INITIAL LIST OF OFFICERS MUST ACCOMPANY THIS FILING

Please include any required or optional information in space below:

(attach additional page(s) if necessary)



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov

Filed in the Office of <i>FVAquilar</i> Secretary of State State Of Nevada	Business Number E44723022024-8
	Filing Number 20244472301
	Filed On 11/15/2024 09:47:22 AM
	Number of Pages 3

Registered Agent Acceptance/Statement of Change

(PURSUANT TO NRS 77.310, 77.340, 77.350, 77.380)

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGHLIGHT

1. Entity information:	Name of represented entity: <input style="width: 100%;" type="text"/> Entity or Nevada Business Identification Number (NVID): (for entities currently on file) <input style="width: 100%;" type="text"/>
2. Registered Agent Acceptance:	<input checked="" type="checkbox"/> Registered Agent Acceptance
3. Information Being Changed:	Statement of Change takes the following effect: (select only one) <input type="checkbox"/> Appoints New Agent (complete section 5) <input type="checkbox"/> Update Represented Entity Acting as Registered Agent (complete sections 5) <input type="checkbox"/> Update Registered Agent Name (complete sections 4 & 5) <input type="checkbox"/> Update Registered Agent Address (complete sections 4 & 5)
4. Registered Agent Information Before the Change: (Non-commercial registered agents ONLY)	<input style="width: 100%;" type="text"/> Name of Registered Agent OR Title of Office or Position with Entity Nevada Street Address <input style="width: 100%;" type="text"/> City <input style="width: 100%;" type="text"/> Zip Code <input style="width: 100%;" type="text"/> Nevada Mailing Address (if different from street address) <input style="width: 100%;" type="text"/> City <input style="width: 100%;" type="text"/> Zip Code <input style="width: 100%;" type="text"/>
5. Newly Appointed Registered Agent or Registered Agent Information After the Change:	<input checked="" type="checkbox"/> Commercial Registered Agent:(name only below) <input type="checkbox"/> Noncommercial Registered Agent (name and address below) <input type="checkbox"/> Office or Position with Entity (title or position and address below) COGENCY GLOBAL INC. <input style="width: 100%;" type="text"/> Name of Registered Agent OR Title of Office or Position within Entity Nevada Street Address <input style="width: 100%;" type="text"/> City <input style="width: 100%;" type="text"/> Zip Code <input style="width: 100%;" type="text"/> Nevada Mailing Address (if different from street address) <input style="width: 100%;" type="text"/> City <input style="width: 100%;" type="text"/> Zip Code <input style="width: 100%;" type="text"/>
6. Electronic Notification: (Optional)	Email address for electronic notifications for "Non-Commercial" or "Office or Positions with Entity" registered agents only: <input style="width: 100%;" type="text"/>
7. Certificate of Acceptance of Appointment of Registered Agent: (Required)	<p style="text-align: center;"><i>I hereby accept appointment as Registered Agent for the above named Entity.</i></p> X _____ Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity <input style="width: 100%;" type="text"/> Date
8. Signature of Represented Entity: (Required)	X _____ Authorized Signature On Behalf of the Entity <input style="width: 100%;" type="text"/> Date

FEE: \$60.00

This form must be accompanied by appropriate fees.

OPERATING AGREEMENT

OF

STEVENS HEALTH HOLDINGS LLC

OPERATING AGREEMENT
OF
STEVENS HEALTH HOLDINGS LLC

THIS OPERATING AGREEMENT is between STEVENS HEALTH HOLDINGS LLC, a Nevada limited liability company (the “Company”) and STANDARD BEARER HEALTHCARE OP, LP, a Delaware limited partnership (the “Member”).

RECITALS

The Company is a limited-liability company formed under the Nevada Limited Liability Company Act on November 15, 2024.

STANDARD BEARER HEALTHCARE OP, LP, a Delaware limited partnership, is the Company’s sole Member. The parties intend by this Agreement to define their rights and obligations with respect to the Company’s governance and financial affairs and to adopt regulations and procedures for the conduct of the Company’s activities. Accordingly, with the intention of being legally bound, they agree as follows:

ARTICLE 1: DEFINITIONS.

1.1 Scope. For purposes of this Agreement, unless the language or context clearly indicates that a different meaning is intended, capitalized terms have the meanings specified in this Article.

1.2 Defined Terms.

- (a) “Accounting Period” the calendar year.
- (b) “Act” means the Nevada Limited Liability Company Act.
- (c) “Agreement” means this agreement, including any amendments.
- (d) “Articles” means the Articles of Organization filed with the Secretary of State to organize the Company as a limited-liability company, including any amendments.
- (e) “Available Funds” means the Company’s gross cash receipts from operations, less the sum of: (1) payments of principal, interest, charges and fees pertaining to the Company’s indebtedness; (2) expenditures incurred incident to the usual conduct of the Company’s business; and (3) amounts reserved to meet the reasonable needs of the Company’s business.
- (f) “Company” means STEVENS HEALTH HOLDINGS LLC and any successor limited-liability company.

(a) “Contribution” means anything of value that the Member contributes to the Company as a prerequisite for or in connection with membership, including any combination of cash, property, services rendered, a promissory note or any other obligation to contribute cash or property or render services.

(b) “Distribution” means the Company’s direct or indirect transfer of money or other property with respect to the Member’s Membership Interest.

(c) “Effective Date,” with respect to this Agreement, means the date on which the Company’s existence as a limited-liability company begins, as prescribed by the Act.

(d) “Manager” means Chad Keetch.

(e) “Member” means STANDARD BEARER HEALTHCARE OP, LP, a Delaware limited partnership, whose principle place of business is located at 29222 Rancho Viejo Rd., Suite 127, San Juan Capistrano, California 92675.

(f) “Membership interest” means the Member’s interest in the Company, consisting of the Member’s right to the Company’s Profit, receive Distributions, participate in the Company’s governance, approve the Company’s acts and receive information pertaining to the Company’s affairs.

(g) “Person” means a natural person or an entity.

(h) “Profit,” as to a positive amount, and “Loss,” as to a negative amount, mean, for a Taxable Year, the Company’s income or loss for the Taxable Year, as determined in accordance with accounting principals appropriate to the Company’s method of accounting and consistently applied.

ARTICLE 2: THE COMPANY.

2.1 Status. The Company is a Nevada limited-liability company organized under the Act.

2.2 Name. The Company’s name is STEVENS HEALTH HOLDINGS LLC.

2.3 Term. The Company’s existence will commence on the Effective Date and continue until terminated under this Agreement.

2.4 Purpose. The Company’s purpose is to engage in any lawful act or activity for which a limited liability company may be organized under the Act.

2.5 Principal Place of Business. The Company’s principal place of business is located at 29222 Rancho Viejo Rd., Ste. 127, San Juan Capistrano, CA 92675.

2.6 Resident Agent and Registered Office. The Company's registered agent in Nevada is located at 321 W. Winnie Lane #104, Carson City, Nevada 89703.

ARTICLE 3: MANAGEMENT.

3.1 Management.

(a) Scope. The Member hereby designates the Manager to be the "manager" of the Company and have full power, authority and discretion to manage and direct the Company's business, affairs and properties, including, without limitation, the specific powers referred to in Article 3.01(b).

(b) Specific Powers. The Manager is authorized on the Company's behalf to make all decisions as to (i) the sale, lease or other disposition of the Company's assets; (ii) the purchase or other acquisition of other assets of all kinds; (iii) the management of all or any part of the Company's assets and business; (iv) the borrowing of money and the granting of security interests in the Company's assets (including loans from the Member); (v) the repayment, refinancing or extension of any mortgage affecting the Company's assets; (vi) the compromise or release of any of the Company's claims or debts; (vii) the payment of pensions and the establishment of pension plans, pension trusts, profit sharing plans, and benefit and incentive plans for the Member and the Company's employees; (viii) the making of donations to the public welfare or for religious, charitable, scientific, literary or education purposes; (ix) the purchase of insurance on the life of any employee of the Company; (x) the participation in partnerships, joint ventures or other associations of any kind with any Person or Persons; and (xi) the making of all elections available to the Company under any federal or state tax law or regulations.

(c) Officers. The Manager may, from time to time as it deems advisable, appoint officers of the Company and assign titles (including, without limitation, President, Vice President, Secretary, and Treasurer) to any such person. The Manager may delegate to such officers such power and authority as the Manager deems advisable, including the power, acting individually or jointly, to represent and bind the Company in all matters, in accordance with the scope of their respective duties. Each officer shall hold office until his successor is designated by the Manager or until his earlier death, resignation or removal. Any officer may resign at any time upon written notice to the Manager. Any officer may be removed by the Manager with or without cause at any time. A vacancy in any office occurring because of death, resignation, removal or otherwise, may, but need not, be filled by the Manager.

(d) Binding Effect. The act of the Manager will bind the Company, and no Person dealing with the Company shall have any obligation to inquire into the power or authority of the Manager to act on the Company's behalf.

3.2 Fiduciary Duties

(a) Exculpation. Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, neither the Member, the Manager, nor any of their respective officers, directors, stockholders, partners, members, managers, employees, affiliates, representatives or agents, nor any officer, employee, representative or agent of the Company (individually, a “Covered Person” and, collectively, the “Covered Persons”) shall be liable to the Company or any other person for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction contemplated hereby or thereby) taken or omitted by a Covered Person in good faith reliance on the provisions of this Agreement, provided such act or omission does not constitute willful misconduct, gross negligence, or a knowing violation of law.

(b) Limitation of Liability. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, the Member, the Manager and the Company hereby waive any and all fiduciary duties that, absent such waiver, may be implied by applicable law, and in doing so, acknowledge and agree that the duties and obligations of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member and the Manager to replace such other duties and liabilities of such Covered Person. To the extent that, at law or in equity, any Covered Person has duties and liabilities related thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for such Covered Person’s good faith reliance on the provisions of this Agreement.

(c) Justifiable Reliance. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Profit or Loss of the Company or any facts pertinent to the existence and amount of assets from which Distributions might properly be paid) of the following Persons or groups: (i) one or more officers or employees of the Company; (ii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iii) any other Person selected in good faith by or on behalf of the Company, in each case, as to matters that such relying Person reasonably believes to be within such other Person’s professional or expert competence.

3.3 Compensation. The Company may compensate the Manager for services rendered to or on behalf of the Company. The Company will reimburse the Manager for reasonable expenses properly incurred on the Company’s behalf.

3.4 Indemnification. To the fullest extent permitted by the Act, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, criminal, administrative or investigative (“Claims”), in which the Covered Person

may be involved, or threatened to be involved, as a party or otherwise, by reason of the fact that he, she or it is a Covered Person or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Article 3.04 with respect to (i) any Claim with respect to which such Covered Person has engaged in willful misconduct, gross negligence, or a knowing violation of law or (ii) any Claim initiated by such Covered Person unless such Claim (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Manager. Expenses incurred in defending any Claim by (y) the Manager or any officer, director, stockholder, partner, member, manager, or affiliate of the Manager shall be paid by the Company and (z) any other Covered Person may be paid by the Company, but only upon the prior written approval of the Manager in its sole and absolute discretion, upon such terms and conditions, if any, as the Manager deems appropriate, in each case, in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Article 3.4.

3.5 Amendments. Any repeal or modification of this Article 3 by the Manager shall not adversely affect any rights of such Covered Person pursuant to this Article 3, including the right to indemnification and to the advancement of expenses of a Covered Person, existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE 4: FINANCE.

4.1 Contributions.

- (a) Member. The Member has previously made a contribution to the Company.
- (b) Additional Contributions. The Member at any time may but is not required to make additional Contributions of cash and property to the Company.
- (c) Contributions Not Interest Bearing. The Member is not entitled to interest or other compensation with respect to any cash or property the Member contributed to the Company.

4.2 Distributions.

- (a) Available Funds. The Company will distribute its Available Funds to the Member in such amounts and at such times as the Member may determine.
- (b) Limitation. The Company will make no Distribution unless, after the Distribution is made, the Company's assets are in excess of its liabilities.

ARTICLE 5: RECORDS AND ACCOUNTING.

5.1 Maintenance of Records.

(a) Required Records. The Company will maintain at its principal place of business such books, records and other materials as are reasonably necessary to documents and account for its activities, including, without limitation, those required to be maintained by the Act.

(b) Member Access. The Member and the Member's authorized representative will have reasonable access to and may inspect and copy all books, records and other materials pertaining to the Company or its activities.

5.2 Accounting Method. The Company will account for its financial transactions using a method of accounting determined by the Member.

5.3 Reports. The Company will complete and file any periodic reports required by the Act or law of any other jurisdictions in which the Company is qualified to do business.

ARTICLE 6: DISSOLUTION.

6.1 Events of Dissolution

(a) Enumeration. The Company will dissolve upon the first to occur of:

- (1) at such time as the Member determines;
- (2) any event that makes the Company ineligible to conduct its activities as a limited liability company under the Act; or
- (3) any event or circumstance that makes it unlawful or impossible for the Company to carry on its business.

(b) Exclusivity of Events. Unless specifically referred to in this Article 6.01, no event, including an event of dissolution prescribed by the Act, will result in the Company's dissolution.

6.2 Effect of Dissolution.

(a) Appointment of Liquidator. Upon the Company's dissolution, the Member will appoint a liquidator, who may but need not be the Member. The liquidator will wind up and liquidate the Company in an orderly, prudent and expeditious manner in accordance with the following provisions of this Article 6.02.

(a) Final Accounting. The liquidator will make proper accountings (1) to the end of the month in which the event of dissolution occurred; and (2) to the date on which the Company is finally and completely liquidated.

(b) Duties and Authority of Liquidator. The liquidator will make adequate provisions for the discharge of all of the Company's debts, obligations and liabilities. The liquidator may sell, encumber or retain for distribution in kind any of the Company's assets.

(c) Final Distribution. The liquidator will distribute any assets remaining after the discharge or accommodation of the Company's debts, obligations and liabilities to the Member.

(d) Required Filings. The liquidator will file with the Secretary of State such statements, certificates and other instruments, and take such other actions, as are reasonably necessary or appropriate to effectuate and confirm the cessation of the Company's existence.

ARTICLE 7: GENERAL PROVISIONS.

7.1 Amendments.

(a) Required Amendments. The Company and the Member will execute and file any amendment to the articles required by the Act. If any such amendment results in inconsistencies between the Articles and this Agreement, this Agreement will be considered to have been amended in the specifics necessary to eliminate the inconsistencies.

(b) Other Amendments. The Company and the Member at any time may amend this Agreement in any respect that is consistent with the Articles and the Act.

7.2 Nominee. Title to the Company's assets may be held in the name of the Company or any nominee (including the Member so acting), as the Company determines. The Company's agreement with any nominee may contain provisions indemnifying the nominee for costs or damages incurred as a result of the nominee's service to the Company.

7.3 Resolution of Inconsistencies. If there are inconsistencies between this Agreement and the Articles, the Articles will control. If there are inconsistencies between this Agreement and the Act, this Agreement will control, except to the extent the inconsistencies relate to provisions of the Act that the Member cannot alter by agreement.

7.4 Additional Instruments. The Member will execute and deliver any document or statement necessary to give effect to the terms of this Agreement or to comply with any law, rule or regulation governing the Company's formation and activities.

7.5 Computation of Time. In computing any period of time under this Agreement, the day of the act or event from which the specified period begins to run is not included. The last day of the period is included, unless it is a Saturday, Sunday or legal holiday, in which case the period will run until the end of the next day that is not a Saturday, Sunday or legal holiday.

7.6 Entire Agreement. This Agreement and the Articles comprise the entire agreement among the parties with respect to the Company. This Agreement and the Articles supersede any prior agreements or understandings with respect to the Company. No representation, statement or condition not contained in this Agreement or the Articles has any force or effect.

7.7 Waiver. No right under this Agreement may be waived, except by an instrument in writing signed by the party sought to be charged with the waiver.

7.8 General Construction Principles. Words in any gender are deemed to include the other genders. The singular is deemed to include the plural and vice versa. The headings and underlined paragraph titles are for guidance only and have no significance in the interpretation of this Agreement.

7.9 Binding Effect. This agreement is binding on and will inure to the benefit of the Company, the Member and their respective distributees, successors and assigns.

7.10 Governing Law. Nevada law governs the construction and application of the terms of this Agreement.

[INTENTIONALLY LEFT BLANK]

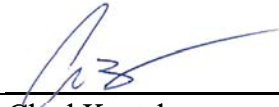
SIGNED on the respective dates set forth below, to be effective as of the Effective Date.

COMPANY:
STEVENS HEALTH HOLDINGS LLC,
a Nevada limited liability company

By: 
Name: Chad Keetch
Title: Manager

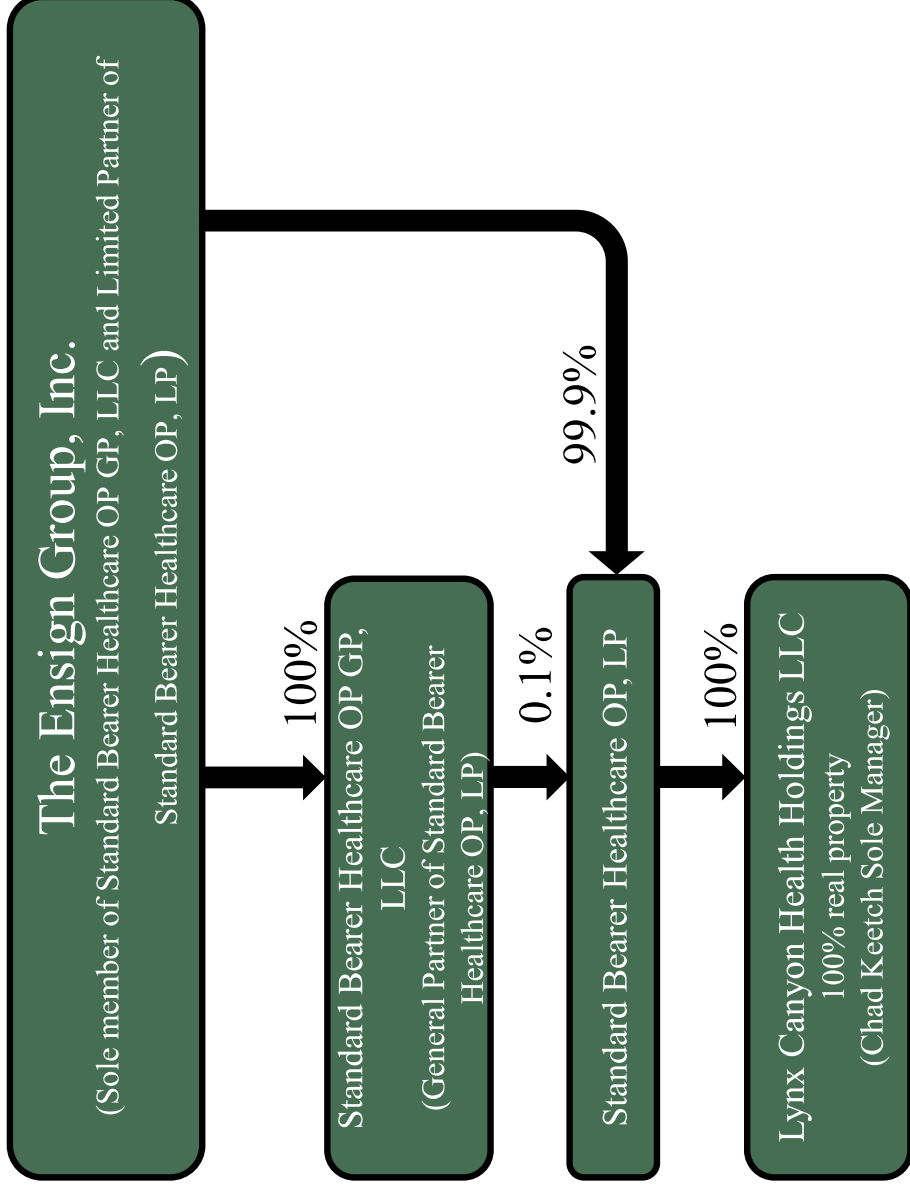
Dated: November 15, 2024

MEMBER:
STANDARD BEARER HEALTHCARE OP, LP,
a Delaware limited partnership

By: 
Name: Chad Keetch
Title: President

Dated: November 15, 2024

Organization Chart: Lynx Canyon Health Holdings LLC



FRANCISCO V. AGUILAR
Secretary of State

STATE OF NEVADA



OFFICE OF THE
SECRETARY OF STATE

Commercial Recordings Division
401 N. Carson Street
Carson City, NV 89701
Telephone (775) 684-5708
Fax (775) 684-7141
North Las Vegas City Hall
2250 Las Vegas Blvd North, Suite 400
North Las Vegas, NV 89030
Telephone (702) 486-2880
Fax (702) 486-2888

DEPUTY BAKKEDAHL
Deputy Secretary for
Commercial Recordings

Business Entity - Filing Acknowledgement

11/15/2024

Work Order Item Number: W2024111500581 - 4061452
Filing Number: 20244472304
Filing Type: Articles of Organization
Filing Date/Time: 11/15/2024 09:47:43 AM
Filing Page(s): 3

Indexed Entity Information:

Entity ID: E44723052024-9

Entity Name: Lynx Canyon Health Holdings
LLC

Entity Status: Active

Expiration Date: None

Commercial Registered Agent
COGENCY GLOBAL INC.*
321 W. WINNIE LANE #104, Carson City, NV 89703, USA

The attached document(s) were filed with the Nevada Secretary of State, Commercial Recording Division. The filing date and time have been affixed to each document, indicating the date and time of filing. A filing number is also affixed and can be used to reference this document in the future.

Respectfully,

A handwritten signature in black ink that reads "FV Aguilar".

FRANCISCO V. AGUILAR
Secretary of State



FRANCISCO V. AGUILAR
 Secretary of State
 401 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov
www.nvsilverflume.gov

Filed in the Office of <i>FV Aguilar</i>	Business Number E44723052024-9
Secretary of State State Of Nevada	Filing Number 20244472304
	Filed On 11/15/2024 09:47:43 AM
	Number of Pages 3

Formation - Limited-Liability Company

- | | |
|--|---|
| <input checked="" type="checkbox"/> NRS 86 - Articles of Organization Limited-Liability Company

<input type="checkbox"/> NRS 89 - Articles of Organization Professional Limited-Liability Company | <input type="checkbox"/> NRS 86.544 - Registration of Foreign Limited-Liability Company

<input type="checkbox"/> NRS 86.555 - Registration of Professional Foreign Limited-Liability Company |
|--|---|

1. Name Being Registered in Nevada: <small>(See instructions)</small>	Lynx Canyon Health Holdings LLC																				
2. Foreign Entity Name: <small>(Name in home jurisdiction)</small>																					
3. Jurisdiction of Formation: <small>(Foreign Limited-Liability Companies)</small>	3a) Jurisdiction of formation: <input type="text"/> 3b) Date formed: <input type="text"/> 3c) I declare this entity is in good standing in the jurisdiction of its formation. <input type="checkbox"/>																				
4. Registered Agent for Service of Process*: <small>(check only one box)</small>	<input checked="" type="checkbox"/> Commercial Registered Agent (name only below) <input type="checkbox"/> Noncommercial Registered Agent (name and address below) <input type="checkbox"/> Office or position with Entity (title and address below) <div style="border: 1px solid black; padding: 2px; margin: 5px 0;"> COGENCY GLOBAL INC.* </div> Name of Registered Agent OR Title of Office or Position with Entity <table style="width: 100%; border: none;"> <tr> <td style="border: 1px solid black; width: 50%; padding: 2px;">321 W. WINNIE LANE #104</td> <td style="border: 1px solid black; width: 20%; padding: 2px;">Carson City</td> <td style="border: 1px solid black; width: 10%; padding: 2px;">Nevada</td> <td style="border: 1px solid black; width: 15%; padding: 2px;">89703</td> </tr> <tr> <td style="font-size: small;">Street Address</td> <td style="font-size: small;">City</td> <td style="font-size: small;">State</td> <td style="font-size: small;">Zip Code</td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;"></td> <td style="border: 1px solid black; padding: 2px;"></td> <td style="border: 1px solid black; padding: 2px;">Nevada</td> <td style="border: 1px solid black; padding: 2px;"></td> </tr> <tr> <td style="font-size: small;">Mailing Address (If different from street address)</td> <td style="font-size: small;">City</td> <td style="font-size: small;">State</td> <td style="font-size: small;">Zip Code</td> </tr> </table> <p style="font-size: small; margin-top: 10px;"><i>I hereby accept appointment as Registered Agent for the above named Entity. If the registered agent is unable to sign the Articles of Incorporation, submit a separate signed Registered Agent Acceptance form.</i></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 70%; border-bottom: 1px solid black;"> x _____ </td> <td style="width: 30%; border-bottom: 1px solid black;"> <input type="text"/> </td> </tr> <tr> <td style="font-size: x-small;">Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity</td> <td style="font-size: x-small;">Date</td> </tr> </table>	321 W. WINNIE LANE #104	Carson City	Nevada	89703	Street Address	City	State	Zip Code			Nevada		Mailing Address (If different from street address)	City	State	Zip Code	x _____	<input type="text"/>	Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity	Date
321 W. WINNIE LANE #104	Carson City	Nevada	89703																		
Street Address	City	State	Zip Code																		
		Nevada																			
Mailing Address (If different from street address)	City	State	Zip Code																		
x _____	<input type="text"/>																				
Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity	Date																				
5. Management: <small>(Domestic Limited-Liability Companies only)</small>	Company shall be managed by: (check one box) <input checked="" type="checkbox"/> Manager(s) OR <input type="checkbox"/> Member(s)																				
6. Name and Address of each Manager(s) or Managing Member(s): <small>(NRS 86 and NRS 86.544, see instructions)</small> Name and Address of the Original Manager(s) and Member(s): <small>(NRS 89, see instructions)</small> IMPORTANT: <small>A certificate from the regulatory board must be submitted showing that each individual is licensed at the time of filing.</small>	1) <input style="width: 100%;" type="text" value="Chad Keetch"/> <small>Name</small> <table style="width: 100%; border: none;"> <tr> <td style="border: 1px solid black; width: 50%; padding: 2px;">29222 Rancho Viejo Rd., Ste. 127</td> <td style="border: 1px solid black; width: 20%; padding: 2px;">San Juan Capistrano</td> <td style="border: 1px solid black; width: 10%; padding: 2px;">CA</td> <td style="border: 1px solid black; width: 15%; padding: 2px;">92675</td> </tr> <tr> <td style="font-size: small;">Address</td> <td style="font-size: small;">City</td> <td style="font-size: small;">State</td> <td style="font-size: small;">Zip Code</td> </tr> </table>	29222 Rancho Viejo Rd., Ste. 127	San Juan Capistrano	CA	92675	Address	City	State	Zip Code												
29222 Rancho Viejo Rd., Ste. 127	San Juan Capistrano	CA	92675																		
Address	City	State	Zip Code																		
7. Dissolution Date: <small>(Domestic only)</small>	Latest date upon which the company is to dissolve (if existence is not perpetual): <input type="text"/>																				



FRANCISCO V. AGUILAR
 Secretary of State
 401 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov
www.nvsilverflume.gov

**Formation -
 Limited-Liability Company**
 Continued, Page 2

8. Purpose/ Profession to be Practiced: (NRS 89 only)													
9. Series and/or Restricted Limited- Liability Company: (Optional)	Check box if a Series Limited-Liability Company <input type="checkbox"/> Domestic Limited-Liability Company"s only: The Limited-Liability Company is a Restricted Limited-Liability Company <input type="checkbox"/>												
10. Records Office: (Foreign Limited-Liability Companies)	<table style="width: 100%; border: none;"> <tr> <td style="border: none;">Address</td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;"></td> </tr> <tr> <td style="border: none;">Country</td> <td colspan="4" style="border: none;"></td> </tr> </table>	Address					Country						
Address													
Country													
11. Street Address of Principal Office: (Foreign Limited-Liability Companies)	<table style="width: 100%; border: none;"> <tr> <td style="border: none;">Address</td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;"></td> </tr> <tr> <td style="border: none;">Country</td> <td colspan="4" style="border: none;"></td> </tr> </table>	Address					Country						
Address													
Country													
12. Name, Address and Signature of the Organizer: (NRS 86, NRS 89 -Each Organizer must be a licensed professional.)	<p>*Foreign Limited-Liability Company - In the event the designated Agent for Service of Process resigns and is not replaced or the agent's authority has been revoked or the agent cannot be found or served with exercise of reasonable diligence, then the Secretary of State is hereby appointed as the Agent for Service of Process.</p> <p>I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.</p> <table style="width: 100%; border: none;"> <tr> <td style="border: 1px solid black; padding: 2px;">Chad Keetch</td> <td style="border: 1px solid black; padding: 2px;">United States</td> </tr> <tr> <td style="border: none;">Name</td> <td style="border: none;">Country</td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">29222 Rancho Viejo Rd., Ste. 127</td> <td style="border: 1px solid black; padding: 2px;">San Juan Capistrano</td> <td style="border: 1px solid black; padding: 2px;">CA</td> <td style="border: 1px solid black; padding: 2px;">92675</td> </tr> <tr> <td style="border: none;">Address</td> <td style="border: none;">City</td> <td style="border: none;">State</td> <td style="border: none;">Zip/Postal Code</td> </tr> </table> <p>X <u>Chad Keetch</u> _____ (attach additional page if necessary)</p>	Chad Keetch	United States	Name	Country	29222 Rancho Viejo Rd., Ste. 127	San Juan Capistrano	CA	92675	Address	City	State	Zip/Postal Code
Chad Keetch	United States												
Name	Country												
29222 Rancho Viejo Rd., Ste. 127	San Juan Capistrano	CA	92675										
Address	City	State	Zip/Postal Code										
Name and Signature of Manager or Member: (NRS 86.544 only)													
See instructions													

AN INITIAL LIST OF OFFICERS MUST ACCOMPANY THIS FILING

Please include any required or optional information in space below:

(attach additional page(s) if necessary)



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov

Filed in the Office of <i>FVAquilar</i>	Business Number E44723052024-9
Secretary of State State Of Nevada	Filing Number 20244472304
	Filed On 11/15/2024 09:47:43 AM
	Number of Pages 3

Registered Agent Acceptance/Statement of Change

(PURSUANT TO NRS 77.310, 77.340, 77.350, 77.380)

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGHLIGHT

1. Entity information:	Name of represented entity: <input style="width: 100%;" type="text"/> Entity or Nevada Business Identification Number (NVID): (for entities currently on file) <input style="width: 100%;" type="text"/>
2. Registered Agent Acceptance:	<input checked="" type="checkbox"/> Registered Agent Acceptance
3. Information Being Changed:	Statement of Change takes the following effect: (select only one) <input type="checkbox"/> Appoints New Agent (complete section 5) <input type="checkbox"/> Update Represented Entity Acting as Registered Agent (complete sections 5) <input type="checkbox"/> Update Registered Agent Name (complete sections 4 & 5) <input type="checkbox"/> Update Registered Agent Address (complete sections 4 & 5)
4. Registered Agent Information Before the Change: (Non-commercial registered agents ONLY)	<input style="width: 100%;" type="text"/> Name of Registered Agent OR Title of Office or Position with Entity Nevada Street Address City Zip Code Nevada Mailing Address (if different from street address) City Zip Code
5. Newly Appointed Registered Agent or Registered Agent Information After the Change:	<input checked="" type="checkbox"/> Commercial Registered Agent:(name only below) <input type="checkbox"/> Noncommercial Registered Agent (name and address below) <input type="checkbox"/> Office or Position with Entity (title or position and address below) COGENCY GLOBAL INC. <input style="width: 100%;" type="text"/> Name of Registered Agent OR Title of Office or Position within Entity Nevada Street Address City Zip Code Nevada Mailing Address (if different from street address) City Zip Code
6. Electronic Notification: (Optional)	Email address for electronic notifications for "Non-Commercial" or "Office or Positions with Entity" registered agents only: <input style="width: 100%;" type="text"/>
7. Certificate of Acceptance of Appointment of Registered Agent: (Required)	<i>I hereby accept appointment as Registered Agent for the above named Entity.</i> X _____ Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity <input style="width: 100px;" type="text"/> Date
8. Signature of Represented Entity: (Required)	X _____ Authorized Signature On Behalf of the Entity <input style="width: 100px;" type="text"/> Date

FEE: \$60.00

This form must be accompanied by appropriate fees.

OPERATING AGREEMENT

OF

LYNX CANYON HEALTH HOLDINGS LLC

OPERATING AGREEMENT
OF
LYNX CANYON HEALTH HOLDINGS LLC

THIS OPERATING AGREEMENT is between LYNX CANYON HEALTH HOLDINGS LLC, a Nevada limited liability company (the “Company”) and STANDARD BEARER HEALTHCARE OP, LP, a Delaware limited partnership (the “Member”).

RECITALS

The Company is a limited-liability company formed under the Nevada Limited Liability Company Act on November 15, 2024.

STANDARD BEARER HEALTHCARE OP, LP, a Delaware limited partnership, is the Company’s sole Member. The parties intend by this Agreement to define their rights and obligations with respect to the Company’s governance and financial affairs and to adopt regulations and procedures for the conduct of the Company’s activities. Accordingly, with the intention of being legally bound, they agree as follows:

ARTICLE 1: DEFINITIONS.

1.1 Scope. For purposes of this Agreement, unless the language or context clearly indicates that a different meaning is intended, capitalized terms have the meanings specified in this Article.

1.2 Defined Terms.

- (a) “Accounting Period” the calendar year.
- (b) “Act” means the Nevada Limited Liability Company Act.
- (c) “Agreement” means this agreement, including any amendments.
- (d) “Articles” means the Articles of Organization filed with the Secretary of State to organize the Company as a limited-liability company, including any amendments.
- (e) “Available Funds” means the Company’s gross cash receipts from operations, less the sum of: (1) payments of principal, interest, charges and fees pertaining to the Company’s indebtedness; (2) expenditures incurred incident to the usual conduct of the Company’s business; and (3) amounts reserved to meet the reasonable needs of the Company’s business.
- (f) “Company” means LYNX CANYON HEALTH HOLDINGS LLC and any successor limited-liability company.

(a) “Contribution” means anything of value that the Member contributes to the Company as a prerequisite for or in connection with membership, including any combination of cash, property, services rendered, a promissory note or any other obligation to contribute cash or property or render services.

(b) “Distribution” means the Company’s direct or indirect transfer of money or other property with respect to the Member’s Membership Interest.

(c) “Effective Date,” with respect to this Agreement, means the date on which the Company’s existence as a limited-liability company begins, as prescribed by the Act.

(d) “Manager” means Chad Keetch.

(e) “Member” means STANDARD BEARER HEALTHCARE OP, LP, a Delaware limited partnership, whose principle place of business is located at 29222 Rancho Viejo Rd., Suite 127, San Juan Capistrano, California 92675.

(f) “Membership interest” means the Member’s interest in the Company, consisting of the Member’s right to the Company’s Profit, receive Distributions, participate in the Company’s governance, approve the Company’s acts and receive information pertaining to the Company’s affairs.

(g) “Person” means a natural person or an entity.

(h) “Profit,” as to a positive amount, and “Loss,” as to a negative amount, mean, for a Taxable Year, the Company’s income or loss for the Taxable Year, as determined in accordance with accounting principals appropriate to the Company’s method of accounting and consistently applied.

ARTICLE 2: THE COMPANY.

2.1 Status. The Company is a Nevada limited-liability company organized under the Act.

2.2 Name. The Company’s name is LYNX CANYON HEALTH HOLDINGS LLC.

2.3 Term. The Company’s existence will commence on the Effective Date and continue until terminated under this Agreement.

2.4 Purpose. The Company’s purpose is to engage in any lawful act or activity for which a limited liability company may be organized under the Act.

2.5 Principal Place of Business. The Company’s principal place of business is located at 29222 Rancho Viejo Rd., Ste. 127, San Juan Capistrano, CA 92675.

2.6 Resident Agent and Registered Office. The Company's registered agent in Nevada is located at 321 W. Winnie Lane #104, Carson City, Nevada 89703.

ARTICLE 3: MANAGEMENT.

3.1 Management.

(a) Scope. The Member hereby designates the Manager to be the "manager" of the Company and have full power, authority and discretion to manage and direct the Company's business, affairs and properties, including, without limitation, the specific powers referred to in Article 3.01(b).

(b) Specific Powers. The Manager is authorized on the Company's behalf to make all decisions as to (i) the sale, lease or other disposition of the Company's assets; (ii) the purchase or other acquisition of other assets of all kinds; (iii) the management of all or any part of the Company's assets and business; (iv) the borrowing of money and the granting of security interests in the Company's assets (including loans from the Member); (v) the repayment, refinancing or extension of any mortgage affecting the Company's assets; (vi) the compromise or release of any of the Company's claims or debts; (vii) the payment of pensions and the establishment of pension plans, pension trusts, profit sharing plans, and benefit and incentive plans for the Member and the Company's employees; (viii) the making of donations to the public welfare or for religious, charitable, scientific, literary or education purposes; (ix) the purchase of insurance on the life of any employee of the Company; (x) the participation in partnerships, joint ventures or other associations of any kind with any Person or Persons; and (xi) the making of all elections available to the Company under any federal or state tax law or regulations.

(c) Officers. The Manager may, from time to time as it deems advisable, appoint officers of the Company and assign titles (including, without limitation, President, Vice President, Secretary, and Treasurer) to any such person. The Manager may delegate to such officers such power and authority as the Manager deems advisable, including the power, acting individually or jointly, to represent and bind the Company in all matters, in accordance with the scope of their respective duties. Each officer shall hold office until his successor is designated by the Manager or until his earlier death, resignation or removal. Any officer may resign at any time upon written notice to the Manager. Any officer may be removed by the Manager with or without cause at any time. A vacancy in any office occurring because of death, resignation, removal or otherwise, may, but need not, be filled by the Manager.

(d) Binding Effect. The act of the Manager will bind the Company, and no Person dealing with the Company shall have any obligation to inquire into the power or authority of the Manager to act on the Company's behalf.

3.2 Fiduciary Duties

(a) Exculpation. Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, neither the Member, the Manager, nor any of their respective officers, directors, stockholders, partners, members, managers, employees, affiliates, representatives or agents, nor any officer, employee, representative or agent of the Company (individually, a “Covered Person” and, collectively, the “Covered Persons”) shall be liable to the Company or any other person for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction contemplated hereby or thereby) taken or omitted by a Covered Person in good faith reliance on the provisions of this Agreement, provided such act or omission does not constitute willful misconduct, gross negligence, or a knowing violation of law.

(b) Limitation of Liability. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, the Member, the Manager and the Company hereby waive any and all fiduciary duties that, absent such waiver, may be implied by applicable law, and in doing so, acknowledge and agree that the duties and obligations of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member and the Manager to replace such other duties and liabilities of such Covered Person. To the extent that, at law or in equity, any Covered Person has duties and liabilities related thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for such Covered Person’s good faith reliance on the provisions of this Agreement.

(c) Justifiable Reliance. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Profit or Loss of the Company or any facts pertinent to the existence and amount of assets from which Distributions might properly be paid) of the following Persons or groups: (i) one or more officers or employees of the Company; (ii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iii) any other Person selected in good faith by or on behalf of the Company, in each case, as to matters that such relying Person reasonably believes to be within such other Person’s professional or expert competence.

3.3 Compensation. The Company may compensate the Manager for services rendered to or on behalf of the Company. The Company will reimburse the Manager for reasonable expenses properly incurred on the Company’s behalf.

3.4 Indemnification. To the fullest extent permitted by the Act, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, criminal, administrative or investigative (“Claims”), in which the Covered Person

may be involved, or threatened to be involved, as a party or otherwise, by reason of the fact that he, she or it is a Covered Person or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Article 3.04 with respect to (i) any Claim with respect to which such Covered Person has engaged in willful misconduct, gross negligence, or a knowing violation of law or (ii) any Claim initiated by such Covered Person unless such Claim (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Manager. Expenses incurred in defending any Claim by (y) the Manager or any officer, director, stockholder, partner, member, manager, or affiliate of the Manager shall be paid by the Company and (z) any other Covered Person may be paid by the Company, but only upon the prior written approval of the Manager in its sole and absolute discretion, upon such terms and conditions, if any, as the Manager deems appropriate, in each case, in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Article 3.4.

3.5 Amendments. Any repeal or modification of this Article 3 by the Manager shall not adversely affect any rights of such Covered Person pursuant to this Article 3, including the right to indemnification and to the advancement of expenses of a Covered Person, existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE 4: FINANCE.

4.1 Contributions.

(a) Member. The Member has previously made a contribution to the Company.

(b) Additional Contributions. The Member at any time may but is not required to make additional Contributions of cash and property to the Company.

(c) Contributions Not Interest Bearing. The Member is not entitled to interest or other compensation with respect to any cash or property the Member contributed to the Company.

4.2 Distributions.

(a) Available Funds. The Company will distribute its Available Funds to the Member in such amounts and at such times as the Member may determine.

(b) Limitation. The Company will make no Distribution unless, after the Distribution is made, the Company's assets are in excess of its liabilities.

ARTICLE 5: RECORDS AND ACCOUNTING.

5.1 Maintenance of Records.

(a) Required Records. The Company will maintain at its principal place of business such books, records and other materials as are reasonably necessary to documents and account for its activities, including, without limitation, those required to be maintained by the Act.

(b) Member Access. The Member and the Member's authorized representative will have reasonable access to and may inspect and copy all books, records and other materials pertaining to the Company or its activities.

5.2 Accounting Method. The Company will account for its financial transactions using a method of accounting determined by the Member.

5.3 Reports. The Company will complete and file any periodic reports required by the Act or law of any other jurisdictions in which the Company is qualified to do business.

ARTICLE 6: DISSOLUTION.

6.1 Events of Dissolution

(a) Enumeration. The Company will dissolve upon the first to occur of:

- (1) at such time as the Member determines;
- (2) any event that makes the Company ineligible to conduct its activities as a limited liability company under the Act; or
- (3) any event or circumstance that makes it unlawful or impossible for the Company to carry on its business.

(b) Exclusivity of Events. Unless specifically referred to in this Article 6.01, no event, including an event of dissolution prescribed by the Act, will result in the Company's dissolution.

6.2 Effect of Dissolution.

(a) Appointment of Liquidator. Upon the Company's dissolution, the Member will appoint a liquidator, who may but need not be the Member. The liquidator will wind up and liquidate the Company in an orderly, prudent and expeditious manner in accordance with the following provisions of this Article 6.02.

(a) Final Accounting. The liquidator will make proper accountings (1) to the end of the month in which the event of dissolution occurred; and (2) to the date on which the Company is finally and completely liquidated.

(b) Duties and Authority of Liquidator. The liquidator will make adequate provisions for the discharge of all of the Company's debts, obligations and liabilities. The liquidator may sell, encumber or retain for distribution in kind any of the Company's assets.

(c) Final Distribution. The liquidator will distribute any assets remaining after the discharge or accommodation of the Company's debts, obligations and liabilities to the Member.

(d) Required Filings. The liquidator will file with the Secretary of State such statements, certificates and other instruments, and take such other actions, as are reasonably necessary or appropriate to effectuate and confirm the cessation of the Company's existence.

ARTICLE 7: GENERAL PROVISIONS.

7.1 Amendments.

(a) Required Amendments. The Company and the Member will execute and file any amendment to the articles required by the Act. If any such amendment results in inconsistencies between the Articles and this Agreement, this Agreement will be considered to have been amended in the specifics necessary to eliminate the inconsistencies.

(b) Other Amendments. The Company and the Member at any time may amend this Agreement in any respect that is consistent with the Articles and the Act.

7.2 Nominee. Title to the Company's assets may be held in the name of the Company or any nominee (including the Member so acting), as the Company determines. The Company's agreement with any nominee may contain provisions indemnifying the nominee for costs or damages incurred as a result of the nominee's service to the Company.

7.3 Resolution of Inconsistencies. If there are inconsistencies between this Agreement and the Articles, the Articles will control. If there are inconsistencies between this Agreement and the Act, this Agreement will control, except to the extent the inconsistencies relate to provisions of the Act that the Member cannot alter by agreement.

7.4 Additional Instruments. The Member will execute and deliver any document or statement necessary to give effect to the terms of this Agreement or to comply with any law, rule or regulation governing the Company's formation and activities.

7.5 Computation of Time. In computing any period of time under this Agreement, the day of the act or event from which the specified period begins to run is not included. The last day of the period is included, unless it is a Saturday, Sunday or legal holiday, in which case the period will run until the end of the next day that is not a Saturday, Sunday or legal holiday.

7.6 Entire Agreement. This Agreement and the Articles comprise the entire agreement among the parties with respect to the Company. This Agreement and the Articles supersede any prior agreements or understandings with respect to the Company. No representation, statement or condition not contained in this Agreement or the Articles has any force or effect.

7.7 Waiver. No right under this Agreement may be waived, except by an instrument in writing signed by the party sought to be charged with the waiver.

7.8 General Construction Principles. Words in any gender are deemed to include the other genders. The singular is deemed to include the plural and vice versa. The headings and underlined paragraph titles are for guidance only and have no significance in the interpretation of this Agreement.

7.9 Binding Effect. This agreement is binding on and will inure to the benefit of the Company, the Member and their respective distributees, successors and assigns.

7.10 Governing Law. Nevada law governs the construction and application of the terms of this Agreement.

[INTENTIONALLY LEFT BLANK]


SIGNED on the respective dates set forth below, to be effective as of the Effective Date.

COMPANY:
LYNX CANYON HEALTH HOLDINGS LLC,
a Nevada limited liability company

By: 
Name: Chad Keetch
Title: Manager

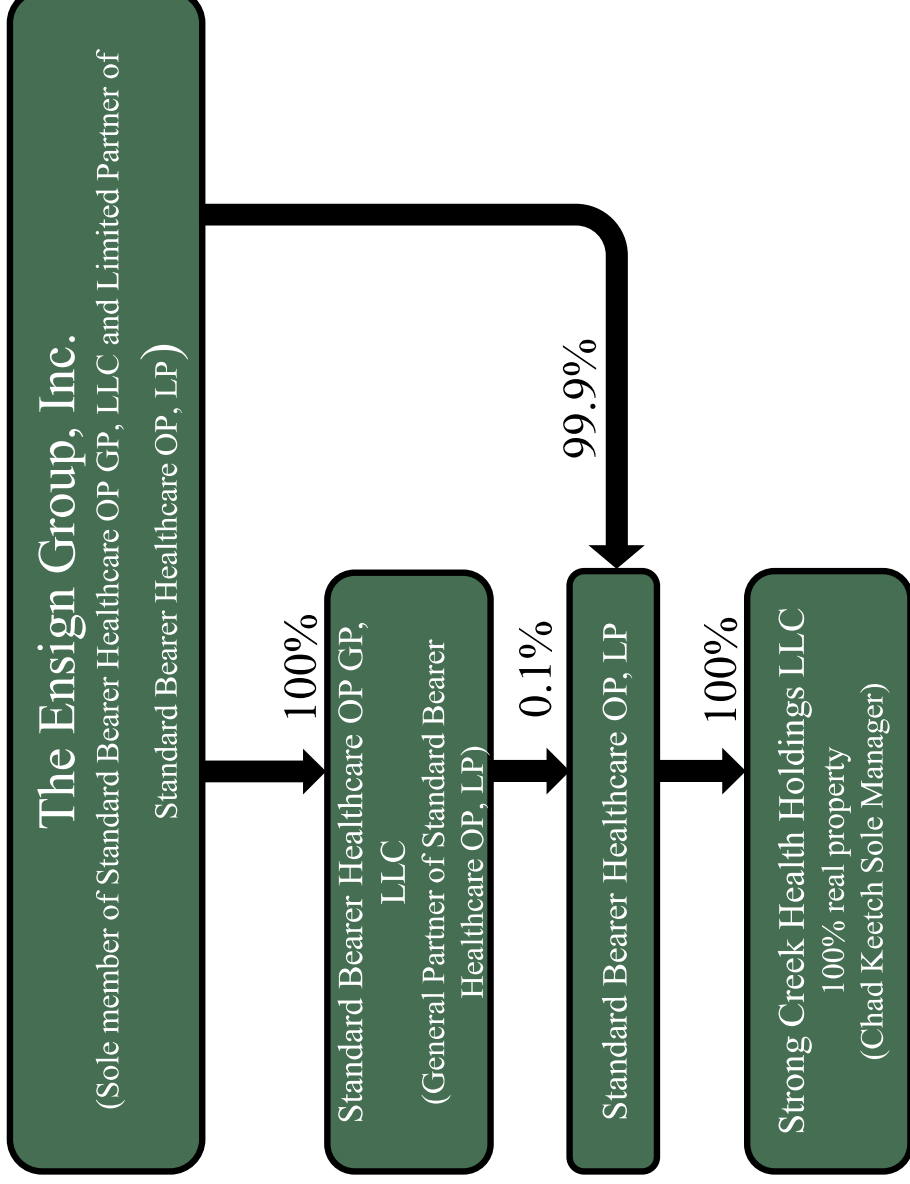
Dated: November 15, 2024

MEMBER:
STANDARD BEARER HEALTHCARE OP, LP,
a Delaware limited partnership

By: 
Name: Chad Keetch
Title: President

Dated: November 15, 2024

Organization Chart: Strong Creek Health Holdings LLC



FRANCISCO V. AGUILAR
Secretary of State

STATE OF NEVADA



**OFFICE OF THE
SECRETARY OF STATE**

Commercial Recordings Division
401 N. Carson Street
Carson City, NV 89701
Telephone (775) 684-5708
Fax (775) 684-7141

North Las Vegas City Hall
2250 Las Vegas Blvd North, Suite 400
North Las Vegas, NV 89030
Telephone (702) 486-2880
Fax (702) 486-2888

DEPUTY BAKKED AHL
Deputy Secretary for
Commercial Recordings

Business Entity - Filing Acknowledgement

11/15/2024

Work Order Item Number: W2024111500584 - 4061456
Filing Number: 20244472310
Filing Type: Articles of Organization
Filing Date/Time: 11/15/2024 09:48:04 AM
Filing Page(s): 3

Indexed Entity Information:

Entity ID: E44723112024-0

Entity Name: Strong Creek Health Holdings
LLC

Entity Status: Active

Expiration Date: None

Commercial Registered Agent
COGENCY GLOBAL INC.*

321 W. WINNIE LANE #104, Carson City, NV 89703, USA

The attached document(s) were filed with the Nevada Secretary of State, Commercial Recording Division. The filing date and time have been affixed to each document, indicating the date and time of filing. A filing number is also affixed and can be used to reference this document in the future.

Respectfully,

A handwritten signature in black ink that reads "FV Aguilar".

FRANCISCO V. AGUILAR
Secretary of State



FRANCISCO V. AGUILAR
 Secretary of State
 401 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov
www.nvsilverflume.gov

Filed in the Office of <i>FV Aguilar</i>	Business Number E44723112024-0
Secretary of State State Of Nevada	Filing Number 20244472310
	Filed On 11/15/2024 09:48:04 AM
	Number of Pages 3

Formation - Limited-Liability Company

- | | |
|---|--|
| <input checked="" type="checkbox"/> NRS 86 - Articles of Organization Limited-Liability Company | <input type="checkbox"/> NRS 86.544 - Registration of Foreign Limited-Liability Company |
| <input type="checkbox"/> NRS 89 - Articles of Organization Professional Limited-Liability Company | <input type="checkbox"/> NRS 86.555 - Registration of Professional Foreign Limited-Liability Company |

1. Name Being Registered in Nevada: (See instructions)	Strong Creek Health Holdings LLC
2. Foreign Entity Name: (Name in home jurisdiction)	
3. Jurisdiction of Formation: (Foreign Limited-Liability Companies)	3a) Jurisdiction of formation: <input type="text"/> 3b) Date formed: <input type="text"/> 3c) I declare this entity is in good standing in the jurisdiction of its formation. <input type="checkbox"/>
4. Registered Agent for Service of Process*: (check only one box)	<input checked="" type="checkbox"/> Commercial Registered Agent (name only below) <input type="checkbox"/> Noncommercial Registered Agent (name and address below) <input type="checkbox"/> Office or position with Entity (title and address below) <input type="text" value="COGENCY GLOBAL INC.*"/> Name of Registered Agent OR Title of Office or Position with Entity <input type="text" value="321 W. WINNIE LANE #104"/> <input type="text" value="Carson City"/> <input type="text" value="Nevada"/> <input type="text" value="89703"/> Street Address City Zip Code <input type="text"/> <input type="text"/> <input type="text" value="Nevada"/> <input type="text"/> Mailing Address (If different from street address) City Zip Code
4a. Certificate of Acceptance of Appointment of Registered Agent:	<i>I hereby accept appointment as Registered Agent for the above named Entity. If the registered agent is unable to sign the Articles of Incorporation, submit a separate signed Registered Agent Acceptance form.</i> X _____ <input type="text"/> Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity Date
5. Management: (Domestic Limited-Liability Companies only)	Company shall be managed by: (check one box) <input checked="" type="checkbox"/> Manager(s) OR <input type="checkbox"/> Member(s)
6. Name and Address of each Manager(s) or Managing Member(s): (NRS 86 and NRS 86.544, see instructions) Name and Address of the Original Manager(s) and Member(s): (NRS 89, see instructions) IMPORTANT: A certificate from the regulatory board must be submitted showing that each individual is licensed at the time of filing.	1) <input type="text" value="Chad Keetch"/> Name <input type="text" value="29222 Rancho Viejo Rd., Ste. 127"/> <input type="text" value="San Juan Capistrano"/> <input type="text" value="CA"/> <input type="text" value="92675"/> Address City State Zip Code
7. Dissolution Date: (Domestic only)	Latest date upon which the company is to dissolve (if existence is not perpetual): <input type="text"/>



FRANCISCO V. AGUILAR
 Secretary of State
 401 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov
www.nvsilverflume.gov

Formation - Limited-Liability Company

Continued, Page 2

8. Purpose/ Profession to be Practiced: (NRS 89 only)													
9. Series and/or Restricted Limited- Liability Company: (Optional)	Check box if a Series Limited-Liability Company <input type="checkbox"/> Domestic Limited-Liability Company"s only: The Limited-Liability Company is a Restricted Limited-Liability Company <input type="checkbox"/>												
10. Records Office: (Foreign Limited-Liability Companies)	<table style="width: 100%; border: none;"> <tr> <td style="border: none;">Address</td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;"></td> </tr> <tr> <td style="border: none;">Country</td> <td colspan="4" style="border: none;"></td> </tr> </table>	Address					Country						
Address													
Country													
11. Street Address of Principal Office: (Foreign Limited-Liability Companies)	<table style="width: 100%; border: none;"> <tr> <td style="border: none;">Address</td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;"></td> </tr> <tr> <td style="border: none;">Country</td> <td colspan="4" style="border: none;"></td> </tr> </table>	Address					Country						
Address													
Country													
12. Name, Address and Signature of the Organizer: (NRS 86. NRS 89 -Each Organizer must be a licensed professional.)	<p>*Foreign Limited-Liability Company - In the event the designated Agent for Service of Process resigns and is not replaced or the agent's authority has been revoked or the agent cannot be found or served with exercise of reasonable diligence, then the Secretary of State is hereby appointed as the Agent for Service of Process.</p> <p>I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.</p> <table style="width: 100%; border: none;"> <tr> <td style="border: 1px solid black; padding: 2px;">Chad Keetch</td> <td style="border: 1px solid black; padding: 2px;">United States</td> </tr> <tr> <td style="border: none;">Name</td> <td style="border: none;">Country</td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">29222 Rancho Viejo Rd., Ste. 127</td> <td style="border: 1px solid black; padding: 2px;">San Juan Capistrano</td> <td style="border: 1px solid black; padding: 2px;">CA</td> <td style="border: 1px solid black; padding: 2px;">92675</td> </tr> <tr> <td style="border: none;">Address</td> <td style="border: none;">City</td> <td style="border: none;">State</td> <td style="border: none;">Zip/Postal Code</td> </tr> </table> <p>X <u>Chad Keetch</u> _____ (attach additional page if necessary)</p>	Chad Keetch	United States	Name	Country	29222 Rancho Viejo Rd., Ste. 127	San Juan Capistrano	CA	92675	Address	City	State	Zip/Postal Code
Chad Keetch	United States												
Name	Country												
29222 Rancho Viejo Rd., Ste. 127	San Juan Capistrano	CA	92675										
Address	City	State	Zip/Postal Code										
Name and Signature of Manager or Member: (NRS 86.544 only)													
See instructions													

AN INITIAL LIST OF OFFICERS MUST ACCOMPANY THIS FILING

Please include any required or optional information in space below:

(attach additional page(s) if necessary)



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov

Filed in the Office of <i>FVAquilar</i>	Business Number E44723112024-0
Secretary of State State Of Nevada	Filing Number 20244472310
	Filed On 11/15/2024 09:48:04 AM
	Number of Pages 3

Registered Agent Acceptance/Statement of Change

(PURSUANT TO NRS 77.310, 77.340, 77.350, 77.380)

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGHLIGHT

1. Entity information:	Name of represented entity: <input style="width: 100%;" type="text"/> Entity or Nevada Business Identification Number (NVID): (for entities currently on file) <input style="width: 100%;" type="text"/>
2. Registered Agent Acceptance:	<input checked="" type="checkbox"/> Registered Agent Acceptance
3. Information Being Changed:	Statement of Change takes the following effect: (select only one) <input type="checkbox"/> Appoints New Agent (complete section 5) <input type="checkbox"/> Update Represented Entity Acting as Registered Agent (complete sections 5) <input type="checkbox"/> Update Registered Agent Name (complete sections 4 & 5) <input type="checkbox"/> Update Registered Agent Address (complete sections 4 & 5)
4. Registered Agent Information Before the Change: (Non-commercial registered agents ONLY)	<input style="width: 100%;" type="text"/> Name of Registered Agent OR Title of Office or Position with Entity Nevada Street Address City Zip Code Nevada Mailing Address (if different from street address) City Zip Code
5. Newly Appointed Registered Agent or Registered Agent Information After the Change:	<input checked="" type="checkbox"/> Commercial Registered Agent:(name only below) <input type="checkbox"/> Noncommercial Registered Agent (name and address below) <input type="checkbox"/> Office or Position with Entity (title or position and address below) COGENCY GLOBAL INC. <input style="width: 100%;" type="text"/> Name of Registered Agent OR Title of Office or Position within Entity Nevada Street Address City Zip Code Nevada Mailing Address (if different from street address) City Zip Code
6. Electronic Notification: (Optional)	Email address for electronic notifications for "Non-Commercial" or "Office or Positions with Entity" registered agents only: <input style="width: 100%;" type="text"/>
7. Certificate of Acceptance of Appointment of Registered Agent: (Required)	<i>I hereby accept appointment as Registered Agent for the above named Entity.</i> X _____ Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity <input style="width: 100px;" type="text"/> Date
8. Signature of Represented Entity: (Required)	X _____ Authorized Signature On Behalf of the Entity <input style="width: 100px;" type="text"/> Date

FEE: \$60.00

This form must be accompanied by appropriate fees.

OPERATING AGREEMENT

OF

STRONG CREEK HEALTH HOLDINGS LLC

OPERATING AGREEMENT
OF
STRONG CREEK HEALTH HOLDINGS LLC

THIS OPERATING AGREEMENT is between STRONG CREEK HEALTH HOLDINGS LLC, a Nevada limited liability company (the “Company”) and STANDARD BEARER HEALTHCARE OP, LP, a Delaware limited partnership (the “Member”).

RECITALS

The Company is a limited-liability company formed under the Nevada Limited Liability Company Act on November 15, 2024.

STANDARD BEARER HEALTHCARE OP, LP, a Delaware limited partnership, is the Company’s sole Member. The parties intend by this Agreement to define their rights and obligations with respect to the Company’s governance and financial affairs and to adopt regulations and procedures for the conduct of the Company’s activities. Accordingly, with the intention of being legally bound, they agree as follows:

ARTICLE 1: DEFINITIONS.

1.1 Scope. For purposes of this Agreement, unless the language or context clearly indicates that a different meaning is intended, capitalized terms have the meanings specified in this Article.

1.2 Defined Terms.

- (a) “Accounting Period” the calendar year.
- (b) “Act” means the Nevada Limited Liability Company Act.
- (c) “Agreement” means this agreement, including any amendments.
- (d) “Articles” means the Articles of Organization filed with the Secretary of State to organize the Company as a limited-liability company, including any amendments.
- (e) “Available Funds” means the Company’s gross cash receipts from operations, less the sum of: (1) payments of principal, interest, charges and fees pertaining to the Company’s indebtedness; (2) expenditures incurred incident to the usual conduct of the Company’s business; and (3) amounts reserved to meet the reasonable needs of the Company’s business.
- (f) “Company” means STRONG CREEK HEALTH HOLDINGS LLC and any successor limited-liability company.

(a) “Contribution” means anything of value that the Member contributes to the Company as a prerequisite for or in connection with membership, including any combination of cash, property, services rendered, a promissory note or any other obligation to contribute cash or property or render services.

(b) “Distribution” means the Company’s direct or indirect transfer of money or other property with respect to the Member’s Membership Interest.

(c) “Effective Date,” with respect to this Agreement, means the date on which the Company’s existence as a limited-liability company begins, as prescribed by the Act.

(d) “Manager” means Chad Keetch.

(e) “Member” means STANDARD BEARER HEALTHCARE OP, LP, a Delaware limited partnership, whose principle place of business is located at 29222 Rancho Viejo Rd., Suite 127, San Juan Capistrano, California 92675.

(f) “Membership interest” means the Member’s interest in the Company, consisting of the Member’s right to the Company’s Profit, receive Distributions, participate in the Company’s governance, approve the Company’s acts and receive information pertaining to the Company’s affairs.

(g) “Person” means a natural person or an entity.

(h) “Profit,” as to a positive amount, and “Loss,” as to a negative amount, mean, for a Taxable Year, the Company’s income or loss for the Taxable Year, as determined in accordance with accounting principals appropriate to the Company’s method of accounting and consistently applied.

ARTICLE 2: THE COMPANY.

2.1 Status. The Company is a Nevada limited-liability company organized under the Act.

2.2 Name. The Company’s name is STRONG CREEK HEALTH HOLDINGS LLC.

2.3 Term. The Company’s existence will commence on the Effective Date and continue until terminated under this Agreement.

2.4 Purpose. The Company’s purpose is to engage in any lawful act or activity for which a limited liability company may be organized under the Act.

2.5 Principal Place of Business. The Company’s principal place of business is located at 29222 Rancho Viejo Rd., Ste. 127, San Juan Capistrano, CA 92675.

2.6 Resident Agent and Registered Office. The Company's registered agent in Nevada is located at 321 W. Winnie Lane #104, Carson City, Nevada 89703.

ARTICLE 3: MANAGEMENT.

3.1 Management.

(a) Scope. The Member hereby designates the Manager to be the "manager" of the Company and have full power, authority and discretion to manage and direct the Company's business, affairs and properties, including, without limitation, the specific powers referred to in Article 3.01(b).

(b) Specific Powers. The Manager is authorized on the Company's behalf to make all decisions as to (i) the sale, lease or other disposition of the Company's assets; (ii) the purchase or other acquisition of other assets of all kinds; (iii) the management of all or any part of the Company's assets and business; (iv) the borrowing of money and the granting of security interests in the Company's assets (including loans from the Member); (v) the repayment, refinancing or extension of any mortgage affecting the Company's assets; (vi) the compromise or release of any of the Company's claims or debts; (vii) the payment of pensions and the establishment of pension plans, pension trusts, profit sharing plans, and benefit and incentive plans for the Member and the Company's employees; (viii) the making of donations to the public welfare or for religious, charitable, scientific, literary or education purposes; (ix) the purchase of insurance on the life of any employee of the Company; (x) the participation in partnerships, joint ventures or other associations of any kind with any Person or Persons; and (xi) the making of all elections available to the Company under any federal or state tax law or regulations.

(c) Officers. The Manager may, from time to time as it deems advisable, appoint officers of the Company and assign titles (including, without limitation, President, Vice President, Secretary, and Treasurer) to any such person. The Manager may delegate to such officers such power and authority as the Manager deems advisable, including the power, acting individually or jointly, to represent and bind the Company in all matters, in accordance with the scope of their respective duties. Each officer shall hold office until his successor is designated by the Manager or until his earlier death, resignation or removal. Any officer may resign at any time upon written notice to the Manager. Any officer may be removed by the Manager with or without cause at any time. A vacancy in any office occurring because of death, resignation, removal or otherwise, may, but need not, be filled by the Manager.

(d) Binding Effect. The act of the Manager will bind the Company, and no Person dealing with the Company shall have any obligation to inquire into the power or authority of the Manager to act on the Company's behalf.

3.2 Fiduciary Duties

(a) Exculpation. Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, neither the Member, the Manager, nor any of their respective officers, directors, stockholders, partners, members, managers, employees, affiliates, representatives or agents, nor any officer, employee, representative or agent of the Company (individually, a “Covered Person” and, collectively, the “Covered Persons”) shall be liable to the Company or any other person for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction contemplated hereby or thereby) taken or omitted by a Covered Person in good faith reliance on the provisions of this Agreement, provided such act or omission does not constitute willful misconduct, gross negligence, or a knowing violation of law.

(b) Limitation of Liability. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, the Member, the Manager and the Company hereby waive any and all fiduciary duties that, absent such waiver, may be implied by applicable law, and in doing so, acknowledge and agree that the duties and obligations of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member and the Manager to replace such other duties and liabilities of such Covered Person. To the extent that, at law or in equity, any Covered Person has duties and liabilities related thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for such Covered Person’s good faith reliance on the provisions of this Agreement.

(c) Justifiable Reliance. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Profit or Loss of the Company or any facts pertinent to the existence and amount of assets from which Distributions might properly be paid) of the following Persons or groups: (i) one or more officers or employees of the Company; (ii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iii) any other Person selected in good faith by or on behalf of the Company, in each case, as to matters that such relying Person reasonably believes to be within such other Person’s professional or expert competence.

3.3 Compensation. The Company may compensate the Manager for services rendered to or on behalf of the Company. The Company will reimburse the Manager for reasonable expenses properly incurred on the Company’s behalf.

3.4 Indemnification. To the fullest extent permitted by the Act, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, criminal, administrative or investigative (“Claims”), in which the Covered Person

may be involved, or threatened to be involved, as a party or otherwise, by reason of the fact that he, she or it is a Covered Person or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Article 3.04 with respect to (i) any Claim with respect to which such Covered Person has engaged in willful misconduct, gross negligence, or a knowing violation of law or (ii) any Claim initiated by such Covered Person unless such Claim (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Manager. Expenses incurred in defending any Claim by (y) the Manager or any officer, director, stockholder, partner, member, manager, or affiliate of the Manager shall be paid by the Company and (z) any other Covered Person may be paid by the Company, but only upon the prior written approval of the Manager in its sole and absolute discretion, upon such terms and conditions, if any, as the Manager deems appropriate, in each case, in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Article 3.4.

3.5 Amendments. Any repeal or modification of this Article 3 by the Manager shall not adversely affect any rights of such Covered Person pursuant to this Article 3, including the right to indemnification and to the advancement of expenses of a Covered Person, existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE 4: FINANCE.

4.1 Contributions.

(a) Member. The Member has previously made a contribution to the Company.

(b) Additional Contributions. The Member at any time may but is not required to make additional Contributions of cash and property to the Company.

(c) Contributions Not Interest Bearing. The Member is not entitled to interest or other compensation with respect to any cash or property the Member contributed to the Company.

4.2 Distributions.

(a) Available Funds. The Company will distribute its Available Funds to the Member in such amounts and at such times as the Member may determine.

(b) Limitation. The Company will make no Distribution unless, after the Distribution is made, the Company's assets are in excess of its liabilities.

ARTICLE 5: RECORDS AND ACCOUNTING.

5.1 Maintenance of Records.

(a) Required Records. The Company will maintain at its principal place of business such books, records and other materials as are reasonably necessary to documents and account for its activities, including, without limitation, those required to be maintained by the Act.

(b) Member Access. The Member and the Member's authorized representative will have reasonable access to and may inspect and copy all books, records and other materials pertaining to the Company or its activities.

5.2 Accounting Method. The Company will account for its financial transactions using a method of accounting determined by the Member.

5.3 Reports. The Company will complete and file any periodic reports required by the Act or law of any other jurisdictions in which the Company is qualified to do business.

ARTICLE 6: DISSOLUTION.

6.1 Events of Dissolution

(a) Enumeration. The Company will dissolve upon the first to occur of:

- (1) at such time as the Member determines;
- (2) any event that makes the Company ineligible to conduct its activities as a limited liability company under the Act; or
- (3) any event or circumstance that makes it unlawful or impossible for the Company to carry on its business.

(b) Exclusivity of Events. Unless specifically referred to in this Article 6.01, no event, including an event of dissolution prescribed by the Act, will result in the Company's dissolution.

6.2 Effect of Dissolution.

(a) Appointment of Liquidator. Upon the Company's dissolution, the Member will appoint a liquidator, who may but need not be the Member. The liquidator will wind up and liquidate the Company in an orderly, prudent and expeditious manner in accordance with the following provisions of this Article 6.02.

(a) Final Accounting. The liquidator will make proper accountings (1) to the end of the month in which the event of dissolution occurred; and (2) to the date on which the Company is finally and completely liquidated.

(b) Duties and Authority of Liquidator. The liquidator will make adequate provisions for the discharge of all of the Company's debts, obligations and liabilities. The liquidator may sell, encumber or retain for distribution in kind any of the Company's assets.

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ARTICLE 7: GENERAL PROVISIONS.

7.1 Amendments.

(a) Required Amendments. The Company and the Member will execute and file any amendment to the articles required by the Act. If any such amendment results in inconsistencies between the Articles and this Agreement, this Agreement will be considered to have been amended in the specifics necessary to eliminate the inconsistencies.

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7.4 Additional Instruments. The Member will execute and deliver any document or statement necessary to give effect to the terms of this Agreement or to comply with any law, rule or regulation governing the Company's formation and activities.

7.5 Computation of Time. In computing any period of time under this Agreement, the day of the act or event from which the specified period begins to run is not included. The last day of the period is included, unless it is a Saturday, Sunday or legal holiday, in which case the period will run until the end of the next day that is not a Saturday, Sunday or legal holiday.

7.6 Entire Agreement. This Agreement and the Articles comprise the entire agreement among the parties with respect to the Company. This Agreement and the Articles supersede any prior agreements or understandings with respect to the Company. No representation, statement or condition not contained in this Agreement or the Articles has any force or effect.

7.7 Waiver. No right under this Agreement may be waived, except by an instrument in writing signed by the party sought to be charged with the waiver.

7.8 General Construction Principles. Words in any gender are deemed to include the other genders. The singular is deemed to include the plural and vice versa. The headings and underlined paragraph titles are for guidance only and have no significance in the interpretation of this Agreement.

7.9 Binding Effect. This agreement is binding on and will inure to the benefit of the Company, the Member and their respective distributees, successors and assigns.

7.10 Governing Law. Nevada law governs the construction and application of the terms of this Agreement.

[INTENTIONALLY LEFT BLANK]

SIGNED on the respective dates set forth below, to be effective as of the Effective Date.

COMPANY:
STRONG CREEK HEALTH HOLDINGS LLC,
a Nevada limited liability company

By: 
Name: Chad Keetch
Title: Manager

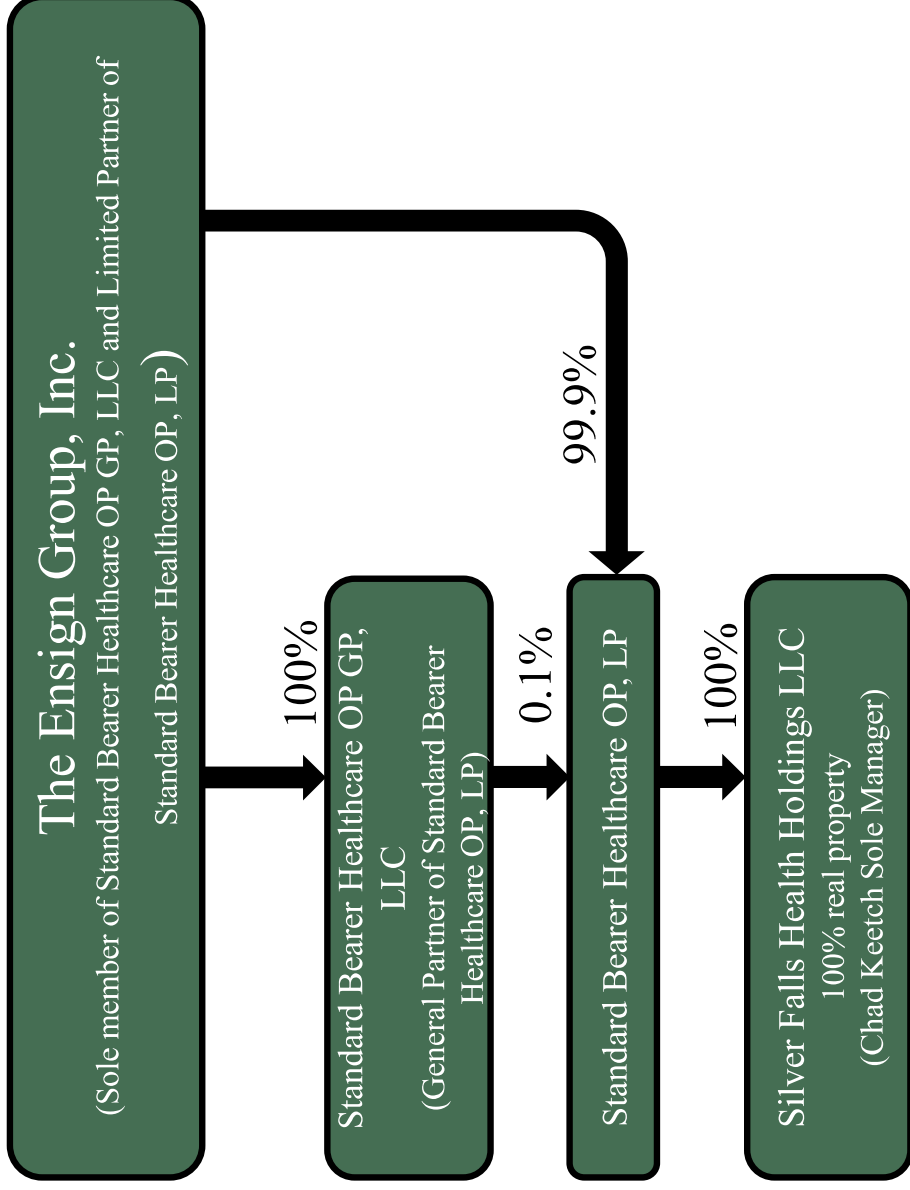
Dated: November 15, 2024

MEMBER:
STANDARD BEARER HEALTHCARE OP, LP,
a Delaware limited partnership

By: 
Name: Chad Keetch
Title: President

Dated: November 15, 2024

Organization Chart: Silver Falls Health Holdings LLC



FRANCISCO V. AGUILAR
Secretary of State

STATE OF NEVADA



**OFFICE OF THE
SECRETARY OF STATE**

Commercial Recordings Division
401 N. Carson Street
Carson City, NV 89701
Telephone (775) 684-5708
Fax (775) 684-7141

North Las Vegas City Hall
2250 Las Vegas Blvd North, Suite 400
North Las Vegas, NV 89030
Telephone (702) 486-2880
Fax (702) 486-2888

DEPUTY BAKKED AHL
Deputy Secretary for
Commercial Recordings

Business Entity - Filing Acknowledgement

12/13/2024

Work Order Item Number: W2024121301775 - 4118037
Filing Number: 20244532186
Filing Type: Articles of Organization
Filing Date/Time: 12/13/2024 16:52:20 PM
Filing Page(s): 3

Indexed Entity Information:

Entity ID: E45321872024-3

Entity Name: Silver Falls Health Holdings
LLC

Entity Status: Active

Expiration Date: None

Commercial Registered Agent
COGENCY GLOBAL INC.*

321 W. WINNIE LANE #104, Carson City, NV 89703, USA

The attached document(s) were filed with the Nevada Secretary of State, Commercial Recording Division. The filing date and time have been affixed to each document, indicating the date and time of filing. A filing number is also affixed and can be used to reference this document in the future.

Respectfully,

A handwritten signature in black ink that reads "FV Aguilar".

FRANCISCO V. AGUILAR
Secretary of State



FRANCISCO V. AGUILAR
 Secretary of State
 401 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov
www.nvsilverflume.gov

Filed in the Office of <i>FV Aguilar</i>	Business Number E45321872024-3
Secretary of State State Of Nevada	Filing Number 20244532186
	Filed On 12/13/2024 16:52:20 PM
	Number of Pages 3

Formation - Limited-Liability Company

- | | |
|--|---|
| <input checked="" type="checkbox"/> NRS 86 - Articles of Organization Limited-Liability Company
<input type="checkbox"/> NRS 89 - Articles of Organization Professional Limited-Liability Company | <input type="checkbox"/> NRS 86.544 - Registration of Foreign Limited-Liability Company
<input type="checkbox"/> NRS 86.555 - Registration of Professional Foreign Limited-Liability Company |
|--|---|

1. Name Being Registered in Nevada: <small>(See instructions)</small>	Silver Falls Health Holdings LLC																				
2. Foreign Entity Name: <small>(Name in home jurisdiction)</small>																					
3. Jurisdiction of Formation: <small>(Foreign Limited-Liability Companies)</small>	3a) Jurisdiction of formation: <input type="text"/> 3b) Date formed: <input type="text"/> 3c) I declare this entity is in good standing in the jurisdiction of its formation. <input type="checkbox"/>																				
4. Registered Agent for Service of Process*: <small>(check only one box)</small>	<input checked="" type="checkbox"/> Commercial Registered Agent <small>(name only below)</small> <input type="checkbox"/> Noncommercial Registered Agent <small>(name and address below)</small> <input type="checkbox"/> Office or position with Entity <small>(title and address below)</small> <div style="border: 1px solid black; padding: 2px; margin: 5px 0;"> COGENCY GLOBAL INC.* </div> <small>Name of Registered Agent OR Title of Office or Position with Entity</small> <table style="width: 100%; border: none;"> <tr> <td style="border: 1px solid black; width: 50%;">321 W. WINNIE LANE #104</td> <td style="border: 1px solid black; width: 15%;">Carson City</td> <td style="border: 1px solid black; width: 15%;">Nevada</td> <td style="border: 1px solid black; width: 20%;">89703</td> </tr> <tr> <td><small>Street Address</small></td> <td><small>City</small></td> <td><small>State</small></td> <td><small>Zip Code</small></td> </tr> <tr> <td style="border: 1px solid black;"><input type="text"/></td> <td style="border: 1px solid black;"><input type="text"/></td> <td style="border: 1px solid black;">Nevada</td> <td style="border: 1px solid black;"><input type="text"/></td> </tr> <tr> <td><small>Mailing Address (If different from street address)</small></td> <td><small>City</small></td> <td><small>State</small></td> <td><small>Zip Code</small></td> </tr> </table> <p style="font-size: small; margin-top: 10px;"><i>I hereby accept appointment as Registered Agent for the above named Entity. If the registered agent is unable to sign the Articles of Incorporation, submit a separate signed Registered Agent Acceptance form.</i></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 70%; border-bottom: 1px solid black;"> x _____ </td> <td style="width: 30%; border-bottom: 1px solid black;"> <input type="text"/> </td> </tr> <tr> <td><small>Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity</small></td> <td><small>Date</small></td> </tr> </table>	321 W. WINNIE LANE #104	Carson City	Nevada	89703	<small>Street Address</small>	<small>City</small>	<small>State</small>	<small>Zip Code</small>	<input type="text"/>	<input type="text"/>	Nevada	<input type="text"/>	<small>Mailing Address (If different from street address)</small>	<small>City</small>	<small>State</small>	<small>Zip Code</small>	x _____	<input type="text"/>	<small>Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity</small>	<small>Date</small>
321 W. WINNIE LANE #104	Carson City	Nevada	89703																		
<small>Street Address</small>	<small>City</small>	<small>State</small>	<small>Zip Code</small>																		
<input type="text"/>	<input type="text"/>	Nevada	<input type="text"/>																		
<small>Mailing Address (If different from street address)</small>	<small>City</small>	<small>State</small>	<small>Zip Code</small>																		
x _____	<input type="text"/>																				
<small>Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity</small>	<small>Date</small>																				
5. Management: <small>(Domestic Limited-Liability Companies only)</small>	Company shall be managed by: <small>(check one box)</small> <input checked="" type="checkbox"/> Manager(s) OR <input type="checkbox"/> Member(s)																				
6. Name and Address of each Manager(s) or Managing Member(s): <small>(NRS 86 and NRS 86.544, see instructions)</small> Name and Address of the Original Manager(s) and Member(s): <small>(NRS 89, see instructions)</small> <small>IMPORTANT:</small> <small>A certificate from the regulatory board must be submitted showing that each individual is licensed at the time of filing.</small>	1) <input style="width: 100%;" type="text" value="Chad Keetch"/> <small>Name</small> <table style="width: 100%; border: none;"> <tr> <td style="border: 1px solid black; width: 50%;">29222 Rancho Viejo Rd., Ste. 127</td> <td style="border: 1px solid black; width: 15%;">San Juan Capistrano</td> <td style="border: 1px solid black; width: 10%;">CA</td> <td style="border: 1px solid black; width: 25%;">92675</td> </tr> <tr> <td><small>Address</small></td> <td><small>City</small></td> <td><small>State</small></td> <td><small>Zip Code</small></td> </tr> </table>	29222 Rancho Viejo Rd., Ste. 127	San Juan Capistrano	CA	92675	<small>Address</small>	<small>City</small>	<small>State</small>	<small>Zip Code</small>												
29222 Rancho Viejo Rd., Ste. 127	San Juan Capistrano	CA	92675																		
<small>Address</small>	<small>City</small>	<small>State</small>	<small>Zip Code</small>																		
7. Dissolution Date: <small>(Domestic only)</small>	Latest date upon which the company is to dissolve (if existence is not perpetual): <input type="text"/>																				



FRANCISCO V. AGUILAR
 Secretary of State
 401 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov
www.nvsilverflume.gov

Formation - Limited-Liability Company

Continued, Page 2

8. Purpose/ Profession to be Practiced: (NRS 89 only)													
9. Series and/or Restricted Limited- Liability Company: (Optional)	Check box if a Series Limited-Liability Company <input type="checkbox"/> Domestic Limited-Liability Company"s only: The Limited-Liability Company is a Restricted Limited-Liability Company <input type="checkbox"/>												
10. Records Office: (Foreign Limited-Liability Companies)	<table style="width: 100%; border: none;"> <tr> <td style="border: none;">Address</td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;"></td> </tr> <tr> <td style="border: none;">Country</td> <td colspan="4" style="border: none;"></td> </tr> </table>	Address					Country						
Address													
Country													
11. Street Address of Principal Office: (Foreign Limited-Liability Companies)	<table style="width: 100%; border: none;"> <tr> <td style="border: none;">Address</td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;"></td> <td style="border: none; width: 25%;"></td> </tr> <tr> <td style="border: none;">Country</td> <td colspan="4" style="border: none;"></td> </tr> </table>	Address					Country						
Address													
Country													
12. Name, Address and Signature of the Organizer: (NRS 86, NRS 89 -Each Organizer must be a licensed professional.)	<p>*Foreign Limited-Liability Company - In the event the designated Agent for Service of Process resigns and is not replaced or the agent's authority has been revoked or the agent cannot be found or served with exercise of reasonable diligence, then the Secretary of State is hereby appointed as the Agent for Service of Process.</p> <p>I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.</p> <table style="width: 100%; border: none;"> <tr> <td style="border: 1px solid black; padding: 2px;">Chad Keetch</td> <td style="border: 1px solid black; padding: 2px;">United States</td> </tr> <tr> <td style="border: none;">Name</td> <td style="border: none;">Country</td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">29222 Rancho Viejo Rd., Ste. 127</td> <td style="border: 1px solid black; padding: 2px;">San Juan Capistrano</td> <td style="border: 1px solid black; padding: 2px;">CA</td> <td style="border: 1px solid black; padding: 2px;">92675</td> </tr> <tr> <td style="border: none;">Address</td> <td style="border: none;">City</td> <td style="border: none;">State</td> <td style="border: none;">Zip/Postal Code</td> </tr> </table> <p>X <u>Chad Keetch</u> _____ (attach additional page if necessary)</p>	Chad Keetch	United States	Name	Country	29222 Rancho Viejo Rd., Ste. 127	San Juan Capistrano	CA	92675	Address	City	State	Zip/Postal Code
Chad Keetch	United States												
Name	Country												
29222 Rancho Viejo Rd., Ste. 127	San Juan Capistrano	CA	92675										
Address	City	State	Zip/Postal Code										
Name and Signature of Manager or Member: (NRS 86.544 only)													
See instructions													

AN INITIAL LIST OF OFFICERS MUST ACCOMPANY THIS FILING

Please include any required or optional information in space below:

(attach additional page(s) if necessary)



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov

Filed in the Office of <i>FVAquilar</i> Secretary of State State Of Nevada	Business Number E45321872024-3
	Filing Number 20244532186
	Filed On 12/13/2024 16:52:20 PM
	Number of Pages 3

Registered Agent Acceptance/Statement of Change

(PURSUANT TO NRS 77.310, 77.340, 77.350, 77.380)

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGHLIGHT

1. Entity information:	Name of represented entity: <input style="width: 100%;" type="text"/> Entity or Nevada Business Identification Number (NVID): (for entities currently on file) <input style="width: 100%;" type="text"/>
2. Registered Agent Acceptance:	<input checked="" type="checkbox"/> Registered Agent Acceptance
3. Information Being Changed:	Statement of Change takes the following effect: (select only one) <input type="checkbox"/> Appoints New Agent (complete section 5) <input type="checkbox"/> Update Represented Entity Acting as Registered Agent (complete sections 5) <input type="checkbox"/> Update Registered Agent Name (complete sections 4 & 5) <input type="checkbox"/> Update Registered Agent Address (complete sections 4 & 5)
4. Registered Agent Information Before the Change: (Non-commercial registered agents ONLY)	<input style="width: 100%;" type="text"/> Name of Registered Agent OR Title of Office or Position with Entity Nevada Street Address City Zip Code Nevada Mailing Address (if different from street address) City Zip Code
5. Newly Appointed Registered Agent or Registered Agent Information After the Change:	<input checked="" type="checkbox"/> Commercial Registered Agent:(name only below) <input type="checkbox"/> Noncommercial Registered Agent (name and address below) <input type="checkbox"/> Office or Position with Entity (title or position and address below) COGENCY GLOBAL INC. <input style="width: 100%;" type="text"/> Name of Registered Agent OR Title of Office or Position within Entity Nevada Street Address City Zip Code Nevada Mailing Address (if different from street address) City Zip Code
6. Electronic Notification: (Optional)	Email address for electronic notifications for "Non-Commercial" or "Office or Positions with Entity" registered agents only: <input style="width: 100%;" type="text"/>
7. Certificate of Acceptance of Appointment of Registered Agent: (Required)	<p style="text-align: center;"><i>I hereby accept appointment as Registered Agent for the above named Entity.</i></p> <p style="text-align: center;"></p> X _____ Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity <input style="width: 100px;" type="text"/> Date
8. Signature of Represented Entity: (Required)	X _____ Authorized Signature On Behalf of the Entity <input style="width: 100px;" type="text"/> Date

FEE: \$60.00

This form must be accompanied by appropriate fees.

OPERATING AGREEMENT

OF

SILVER FALLS HEALTH HOLDINGS LLC

OPERATING AGREEMENT
OF
SILVER FALLS HEALTH HOLDINGS LLC

THIS OPERATING AGREEMENT is between SILVER FALLS HEALTH HOLDINGS LLC, a Nevada limited liability company (the “Company”) and STANDARD BEARER HEALTHCARE OP, LP, a Delaware limited partnership (the “Member”).

RECITALS

The Company is a limited-liability company formed under the Nevada Limited Liability Company Act on December 13, 2024.

STANDARD BEARER HEALTHCARE OP, LP, a Delaware limited partnership, is the Company’s sole Member. The parties intend by this Agreement to define their rights and obligations with respect to the Company’s governance and financial affairs and to adopt regulations and procedures for the conduct of the Company’s activities. Accordingly, with the intention of being legally bound, they agree as follows:

ARTICLE 1: DEFINITIONS.

1.1 Scope. For purposes of this Agreement, unless the language or context clearly indicates that a different meaning is intended, capitalized terms have the meanings specified in this Article.

1.2 Defined Terms.

- (a) “Accounting Period” the calendar year.
- (b) “Act” means the Nevada Limited Liability Company Act.
- (c) “Agreement” means this agreement, including any amendments.
- (d) “Articles” means the Articles of Organization filed with the Secretary of State to organize the Company as a limited-liability company, including any amendments.
- (e) “Available Funds” means the Company’s gross cash receipts from operations, less the sum of: (1) payments of principal, interest, charges and fees pertaining to the Company’s indebtedness; (2) expenditures incurred incident to the usual conduct of the Company’s business; and (3) amounts reserved to meet the reasonable needs of the Company’s business.
- (f) “Company” means SILVER FALLS HEALTH HOLDINGS LLC and any successor limited-liability company.

(a) “Contribution” means anything of value that the Member contributes to the Company as a prerequisite for or in connection with membership, including any combination of cash, property, services rendered, a promissory note or any other obligation to contribute cash or property or render services.

(b) “Distribution” means the Company’s direct or indirect transfer of money or other property with respect to the Member’s Membership Interest.

(c) “Effective Date,” with respect to this Agreement, means the date on which the Company’s existence as a limited-liability company begins, as prescribed by the Act.

(d) “Manager” means Chad Keetch.

(e) “Member” means STANDARD BEARER HEALTHCARE OP, LP, a Delaware limited partnership, whose principle place of business is located at 29222 Rancho Viejo Rd., Suite 127, San Juan Capistrano, California 92675.

(f) “Membership interest” means the Member’s interest in the Company, consisting of the Member’s right to the Company’s Profit, receive Distributions, participate in the Company’s governance, approve the Company’s acts and receive information pertaining to the Company’s affairs.

(g) “Person” means a natural person or an entity.

(h) “Profit,” as to a positive amount, and “Loss,” as to a negative amount, mean, for a Taxable Year, the Company’s income or loss for the Taxable Year, as determined in accordance with accounting principals appropriate to the Company’s method of accounting and consistently applied.

ARTICLE 2: THE COMPANY.

2.1 Status. The Company is a Nevada limited-liability company organized under the Act.

2.2 Name. The Company’s name is SILVER FALLS HEALTH HOLDINGS LLC.

2.3 Term. The Company’s existence will commence on the Effective Date and continue until terminated under this Agreement.

2.4 Purpose. The Company’s purpose is to engage in any lawful act or activity for which a limited liability company may be organized under the Act.

2.5 Principal Place of Business. The Company’s principal place of business is located at 29222 Rancho Viejo Rd., Ste. 127, San Juan Capistrano, CA 92675.

2.6 Resident Agent and Registered Office. The Company's registered agent in Nevada is located at 321 W. Winnie Lane #104, Carson City, Nevada 89703.

ARTICLE 3: MANAGEMENT.

3.1 Management.

(a) Scope. The Member hereby designates the Manager to be the "manager" of the Company and have full power, authority and discretion to manage and direct the Company's business, affairs and properties, including, without limitation, the specific powers referred to in Article 3.01(b).

(b) Specific Powers. The Manager is authorized on the Company's behalf to make all decisions as to (i) the sale, lease or other disposition of the Company's assets; (ii) the purchase or other acquisition of other assets of all kinds; (iii) the management of all or any part of the Company's assets and business; (iv) the borrowing of money and the granting of security interests in the Company's assets (including loans from the Member); (v) the repayment, refinancing or extension of any mortgage affecting the Company's assets; (vi) the compromise or release of any of the Company's claims or debts; (vii) the payment of pensions and the establishment of pension plans, pension trusts, profit sharing plans, and benefit and incentive plans for the Member and the Company's employees; (viii) the making of donations to the public welfare or for religious, charitable, scientific, literary or education purposes; (ix) the purchase of insurance on the life of any employee of the Company; (x) the participation in partnerships, joint ventures or other associations of any kind with any Person or Persons; and (xi) the making of all elections available to the Company under any federal or state tax law or regulations.

(c) Officers. The Manager may, from time to time as it deems advisable, appoint officers of the Company and assign titles (including, without limitation, President, Vice President, Secretary, and Treasurer) to any such person. The Manager may delegate to such officers such power and authority as the Manager deems advisable, including the power, acting individually or jointly, to represent and bind the Company in all matters, in accordance with the scope of their respective duties. Each officer shall hold office until his successor is designated by the Manager or until his earlier death, resignation or removal. Any officer may resign at any time upon written notice to the Manager. Any officer may be removed by the Manager with or without cause at any time. A vacancy in any office occurring because of death, resignation, removal or otherwise, may, but need not, be filled by the Manager.

(d) Binding Effect. The act of the Manager will bind the Company, and no Person dealing with the Company shall have any obligation to inquire into the power or authority of the Manager to act on the Company's behalf.

3.2 Fiduciary Duties

(a) Exculpation. Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, neither the Member, the Manager, nor any of their respective officers, directors, stockholders, partners, members, managers, employees, affiliates, representatives or agents, nor any officer, employee, representative or agent of the Company (individually, a “Covered Person” and, collectively, the “Covered Persons”) shall be liable to the Company or any other person for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction contemplated hereby or thereby) taken or omitted by a Covered Person in good faith reliance on the provisions of this Agreement, provided such act or omission does not constitute willful misconduct, gross negligence, or a knowing violation of law.

(b) Limitation of Liability. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, the Member, the Manager and the Company hereby waive any and all fiduciary duties that, absent such waiver, may be implied by applicable law, and in doing so, acknowledge and agree that the duties and obligations of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member and the Manager to replace such other duties and liabilities of such Covered Person. To the extent that, at law or in equity, any Covered Person has duties and liabilities related thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for such Covered Person’s good faith reliance on the provisions of this Agreement.

(c) Justifiable Reliance. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Profit or Loss of the Company or any facts pertinent to the existence and amount of assets from which Distributions might properly be paid) of the following Persons or groups: (i) one or more officers or employees of the Company; (ii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iii) any other Person selected in good faith by or on behalf of the Company, in each case, as to matters that such relying Person reasonably believes to be within such other Person’s professional or expert competence.

3.3 Compensation. The Company may compensate the Manager for services rendered to or on behalf of the Company. The Company will reimburse the Manager for reasonable expenses properly incurred on the Company’s behalf.

3.4 Indemnification. To the fullest extent permitted by the Act, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, criminal, administrative or investigative (“Claims”), in which the Covered Person

may be involved, or threatened to be involved, as a party or otherwise, by reason of the fact that he, she or it is a Covered Person or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Article 3.04 with respect to (i) any Claim with respect to which such Covered Person has engaged in willful misconduct, gross negligence, or a knowing violation of law or (ii) any Claim initiated by such Covered Person unless such Claim (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Manager. Expenses incurred in defending any Claim by (y) the Manager or any officer, director, stockholder, partner, member, manager, or affiliate of the Manager shall be paid by the Company and (z) any other Covered Person may be paid by the Company, but only upon the prior written approval of the Manager in its sole and absolute discretion, upon such terms and conditions, if any, as the Manager deems appropriate, in each case, in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Article 3.4.

3.5 Amendments. Any repeal or modification of this Article 3 by the Manager shall not adversely affect any rights of such Covered Person pursuant to this Article 3, including the right to indemnification and to the advancement of expenses of a Covered Person, existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE 4: FINANCE.

4.1 Contributions.

(a) Member. The Member has previously made a contribution to the Company.

(b) Additional Contributions. The Member at any time may but is not required to make additional Contributions of cash and property to the Company.

(c) Contributions Not Interest Bearing. The Member is not entitled to interest or other compensation with respect to any cash or property the Member contributed to the Company.

4.2 Distributions.

(a) Available Funds. The Company will distribute its Available Funds to the Member in such amounts and at such times as the Member may determine.

(b) Limitation. The Company will make no Distribution unless, after the Distribution is made, the Company's assets are in excess of its liabilities.

ARTICLE 5: RECORDS AND ACCOUNTING.

5.1 Maintenance of Records.

(a) Required Records. The Company will maintain at its principal place of business such books, records and other materials as are reasonably necessary to documents and account for its activities, including, without limitation, those required to be maintained by the Act.

(b) Member Access. The Member and the Member's authorized representative will have reasonable access to and may inspect and copy all books, records and other materials pertaining to the Company or its activities.

5.2 Accounting Method. The Company will account for its financial transactions using a method of accounting determined by the Member.

5.3 Reports. The Company will complete and file any periodic reports required by the Act or law of any other jurisdictions in which the Company is qualified to do business.

ARTICLE 6: DISSOLUTION.

6.1 Events of Dissolution

(a) Enumeration. The Company will dissolve upon the first to occur of:

- (1) at such time as the Member determines;
- (2) any event that makes the Company ineligible to conduct its activities as a limited liability company under the Act; or
- (3) any event or circumstance that makes it unlawful or impossible for the Company to carry on its business.

(b) Exclusivity of Events. Unless specifically referred to in this Article 6.01, no event, including an event of dissolution prescribed by the Act, will result in the Company's dissolution.

6.2 Effect of Dissolution.

(a) Appointment of Liquidator. Upon the Company's dissolution, the Member will appoint a liquidator, who may but need not be the Member. The liquidator will wind up and liquidate the Company in an orderly, prudent and expeditious manner in accordance with the following provisions of this Article 6.02.

(a) Final Accounting. The liquidator will make proper accountings (1) to the end of the month in which the event of dissolution occurred; and (2) to the date on which the Company is finally and completely liquidated.

(b) Duties and Authority of Liquidator. The liquidator will make adequate provisions for the discharge of all of the Company's debts, obligations and liabilities. The liquidator may sell, encumber or retain for distribution in kind any of the Company's assets.

(c) Final Distribution. The liquidator will distribute any assets remaining after the discharge or accommodation of the Company's debts, obligations and liabilities to the Member.

(d) Required Filings. The liquidator will file with the Secretary of State such statements, certificates and other instruments, and take such other actions, as are reasonably necessary or appropriate to effectuate and confirm the cessation of the Company's existence.

ARTICLE 7: GENERAL PROVISIONS.

7.1 Amendments.

(a) Required Amendments. The Company and the Member will execute and file any amendment to the articles required by the Act. If any such amendment results in inconsistencies between the Articles and this Agreement, this Agreement will be considered to have been amended in the specifics necessary to eliminate the inconsistencies.

(b) Other Amendments. The Company and the Member at any time may amend this Agreement in any respect that is consistent with the Articles and the Act.

7.2 Nominee. Title to the Company's assets may be held in the name of the Company or any nominee (including the Member so acting), as the Company determines. The Company's agreement with any nominee may contain provisions indemnifying the nominee for costs or damages incurred as a result of the nominee's service to the Company.

7.3 Resolution of Inconsistencies. If there are inconsistencies between this Agreement and the Articles, the Articles will control. If there are inconsistencies between this Agreement and the Act, this Agreement will control, except to the extent the inconsistencies relate to provisions of the Act that the Member cannot alter by agreement.

7.4 Additional Instruments. The Member will execute and deliver any document or statement necessary to give effect to the terms of this Agreement or to comply with any law, rule or regulation governing the Company's formation and activities.

7.5 Computation of Time. In computing any period of time under this Agreement, the day of the act or event from which the specified period begins to run is not included. The last day of the period is included, unless it is a Saturday, Sunday or legal holiday, in which case the period will run until the end of the next day that is not a Saturday, Sunday or legal holiday.

7.6 Entire Agreement. This Agreement and the Articles comprise the entire agreement among the parties with respect to the Company. This Agreement and the Articles supersede any prior agreements or understandings with respect to the Company. No representation, statement or condition not contained in this Agreement or the Articles has any force or effect.

7.7 Waiver. No right under this Agreement may be waived, except by an instrument in writing signed by the party sought to be charged with the waiver.

7.8 General Construction Principles. Words in any gender are deemed to include the other genders. The singular is deemed to include the plural and vice versa. The headings and underlined paragraph titles are for guidance only and have no significance in the interpretation of this Agreement.

7.9 Binding Effect. This agreement is binding on and will inure to the benefit of the Company, the Member and their respective distributees, successors and assigns.

7.10 Governing Law. Nevada law governs the construction and application of the terms of this Agreement.

[INTENTIONALLY LEFT BLANK]


SIGNED on the respective dates set forth below, to be effective as of the Effective Date.

COMPANY:
SILVER FALLS HEALTH HOLDINGS LLC,
a Nevada limited liability company

By: 
Name: Chad Keetch
Title: Manager

Dated: December 13, 2024

MEMBER:
STANDARD BEARER HEALTHCARE OP, LP,
a Delaware limited partnership

By: 
Name: Chad Keetch
Title: President

Dated: December 13, 2024

ENSIGN GROUP

33-0861263

29222 Rancho Viejo Rd., Suite 127
San Juan Capistrano, CA 92675-1049

Spencer Burton, President –0% Ownership
Barry Port, Chairman of the Board –0% Ownership
Chad Keetch, Secretary –0% Ownership
Suzanne Snapper, CFO, Executive V.P. Board Member –0% Ownership
Ann Blouin, Board Member –0% Ownership
Barry Smith, Board Member –0% Ownership
Daren Shaw, Board Member –0% Ownership
John Agwunobi, Board Member –0% Ownership
Swati Abbott, Board Member –0% Ownership
Mark V. Parkinson, Board Member –0% Ownership
Marivic Uychiat Pison, Board Member –0% Ownership

The Ensign Group, Inc. does not own, manage, operate, or control any facilities

FLAGSTONE HEALTHCARE CENTRAL LLC
11-3769303
29222 Rancho Viejo Rd., Suite 127
San Juan Capistrano, CA 92675-1049
Barry Port, Sole Manager –0% Ownership
Adam Willits, President –0% Ownership
Soon Burnam, Secretary –0% Ownership
Ami Sato, Treasurer –0% Ownership

FLAGSTONE HEALTHCARE NORTH LLC
55-0913891
29222 Rancho Viejo Rd., Suite 127
San Juan Capistrano, CA 92675-1049
Barry Port, Sole Manager –0% Ownership
Adam Willits, President –0% Ownership
Soon Burnam, Secretary –0% Ownership
Ami Sato, Treasurer –0% Ownership

FLAGSTONE HEALTHCARE SOUTH LLC
55-0913892
29222 Rancho Viejo Rd., Suite 127
San Juan Capistrano, CA 92675-1049
Barry Port, Sole Manager –0% Ownership
Adam Willits, President –0% Ownership
Soon Burnam, Secretary –0% Ownership
Ami Sato, Treasurer –0% Ownership

- Ensign San Dimas LLC
DBA: Arbor Glen Care Center
- Perris Hills Healthcare LLC
DBA: Arrowhead Springs Healthcare
- Redbrook Healthcare Associates LLC
DBA: Brookside Healthcare Center
- Camarillo Community Care, Inc.
DBA: Camarillo Healthcare Center
- Powers Park Healthcare, Inc.
DBA: Channel Islands Post Acute
- Claremont Foothills Health Associates LLC
DBA: Claremont Care Center
- Stagecoach Healthcare Inc.
DBA: Desert Mountain Care Center
- C Street Health Associates LLC
DBA: Glenwood Care Center
- Morning Glory Healthcare, Inc.
DBA: Grand Terrace Health Care Center
- Seagull Lane Healthcare, Inc.
DBA: Miramar Healthcare Center
- Ramon Healthcare Associates LLC
DBA: Mission Care Center
- Goldenstar Healthcare, Inc.
DBA: Palm Terrace Care Center
- Ensign Panorama LLC
DBA: Panorama Gardens Nursing and Rehabilitation Center
- Ensign Palm I LLC
DBA: Premier Care Center for Palm Springs
- North Silver Healthcare, Inc.
DBA: Solimar Post Acute
- Golden Eagle Senior Living, Inc.
DBA: The Grove Assisted Living
- Empirecare Health Associates, LLC
DBA: The Grove Care and Wellness
- Upland Community Care, Inc.
DBA: Upland Rehabilitation and Care Center
- Victoria Ventura Healthcare LLC
DBA: Victoria Care Center
- Santa Maria Healthcare, Inc.
DBA: Villa Maria Post Acute

- Dragonfly Senior Living, Inc.
DBA: Arbor Place
- Brody Bay Healthcare, Inc.
DBA: Arbor Rehabilitation and Nursing Center
- Ensign Sonoma LLC
DBA: Broadway Villa Post Acute
- Ensign Cloverdale LLC
DBA: Cloverdale Healthcare Center
- West Court Lane Healthcare, Inc.
DBA: Courtyard Health Care Center
- Mountain Violet Healthcare, Inc.
DBA: Danville Post Acute Rehabilitation
- Sagebrush Healthcare, Inc.
DBA: Fairfield Post Acute Rehabilitation
- Deergrass Healthcare, Inc.
DBA: Fairmont Rehabilitation Hospital
- Ensign Willits LLC
DBA: Northbrook Healthcare Center
- Juniper Springs Healthcare, Inc.
DBA: Pacific Gardens Nursing and Rehabilitation Center
- Mussel Rock Healthcare, Inc.
DBA: Pacifica Nursing and Rehabilitation Center
- Ensign Montgomery LLC
DBA: Park View Post Acute
- Ensign Santa Rosa LLC
DBA: Summerfield Healthcare Center
- Tracy Ridge Healthcare, Inc.
DBA: Turlock Nursing and Rehabilitation Center
- Lost Cane Senior Living, Inc.
DBA: Turlock Residential
- Ensign Pleasanton LLC
DBA: Ukiah Post Acute
- Bouverie Healthcare Services, Inc.
DBA: Valley of The Moon Post Acute
- Vintage Court Healthcare, Inc.
DBA: Vintage Faire Nursing & Rehabilitation Center
- Deer Tail Senior Living, Inc.
DBA: Vintage Faire Residential

- Midnight Healthcare, Inc.
DBA: Alamitos Belmont Health and Rehabilitation
- Malcolm Healthcare, Inc.
DBA: Alamitos West Health and Rehabilitation
- City Heights Health Associates LLC
DBA: Arroyo Vista Nursing Center
- Atlantic Memorial Healthcare Associates, Inc.
DBA: Atlantic Memorial Healthcare Center
- Desert Mallow Healthcare, Inc.
DBA: Beachside Nursing Center
- Dusk Healthcare, Inc.
DBA: Danville Post Acute Rehabilitation
- Downey Community Care LLC
DBA: Brookfield Healthcare Center
- Pine Forest Healthcare, Inc.
DBA: Camino Healthcare
- Bernardo Heights Healthcare, Inc.
DBA: Carmel Mountain Rehabilitation and Healthcare Center
- Starburst Healthcare, Inc.
DBA: Chatsworth Park Health Care Center
- Manzanita Healthcare, Inc.
DBA: Coventry Court Health Center
- Rio Hondo Healthcare, Inc.
DBA: Downey Post Acute
- Moonrise Healthcare, Inc.
DBA: Edgewater Skilled Nursing Center
- Clear Skies Healthcare, Inc.
DBA: Garden View Post-Acute Rehabilitation
- Devonshire Healthcare, Inc.
DBA: Golden Hill Post Acute
- Mission Trails Healthcare LLC
DBA: Grossmont Post Acute Care
- Covenant Care California LLC
DBA: Huntington Park Nursing Center
- Rigby Creek Senior Living, Inc.
DBA: Katella Senior Living Community
- Nightfall Healthcare, Inc.
DBA: Lake Balboa Care Center
- Lemon Grove Health Associates LLC
DBA: Lemon Grove Care and Rehabilitation Center
- Sungazer Healthcare, Inc.
DBA: Lomita Post-Acute Care Center
- Glimmer Healthcare, Inc.
DBA: Madera Post Acute Center
- Jefferson Healthcare, LLC
DBA: Magnolia Post Acute Care
- La Veta Healthcare, Inc.
DBA: Mainplace Post Acute

PHSSC 01591

Portside Healthcare, Inc.

	Portside Healthcare, Inc. DBA: Mission Hills Post Acute Care
	Hollyleaf Healthcare, Inc. DBA: New Orange Hills
	Strawberry Pond Healthcare LLC DBA: Pacific Haven Subacute and Healthcare Center
	Gate Three Healthcare LLC DBA: Palm Terrace Healthcare and Rehabilitation Center
	West Escondido Healthcare LLC DBA: Palomar Vista Healthcare Center
	Parkside Healthcare, Inc. DBA: Parkside Health and Wellness Center
	Bell Villa Care Associates LLC DBA: Rose Villa Healthcare Center
	Sandpiper Senior Living LLC DBA: Sea Cliff Assisted Living
	HB Healthcare Associates LLC DBA: Sea Cliff Healthcare Center
	Rose Park Healthcare Associates, Inc. DBA: Shoreline Healthcare Center
	Claydelle Healthcare LLC DBA: Somerset Subacute and Care
	Bayside Healthcare, Inc. DBA: South Bay Post Acute Care
	Southland Management LLC DBA: Southland Care Center
	Southland Management LLC DBA: Southland Living
	Santa Catalina Healthcare, Inc. DBA: St. Catherine Healthcare
	Fullerton Healthcare, Inc. DBA: St. Elizabeth Healthcare Center
	Nautilus Healthcare, Inc. DBA: The Cove at La Jolla
	Tustin Hills Healthcare, Inc. DBA: The Hills Post Acute
	Ensign Whittier West LLC DBA: The Orchard Post Acute Care
	La Jolla Skilled, LLC DBA: The Springs at Pacific Regent La Jolla
	West Star Healthcare LLC DBA: Toluca Lake Transitional Care
	Costa Victoria Healthcare LLC DBA: Victoria Healthcare and Rehabilitation Center
	Anza Healthcare, Inc. DBA: Victoria Post Acute Care
	Vista Woods Health Associates LLC DBA: Vista Knoll Specialized Care Facility
	Ensign Whittier East LLC DBA: Whittier Hills Health Care Center



DEAN HELLER
 Secretary of State
 206 North Carson Street
 Carson City, Nevada 89701-4299
 (775) 684 5708
 Website: secretaryofstate.biz

Entity #
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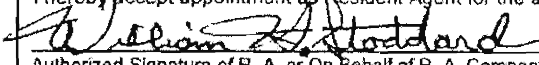
Date Filed:
 1/30/2006 2:37:24 PM
 In the office of

Dean Heller
 Secretary of State

Articles of Incorporation
 (PURSUANT TO NRS 78)

Important. Read attached instructions before completing form.

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Corporation:	The Flagstone Group, Inc.
2. Resident Agent Name and Street Address: <small>(must be a Nevada address where process may be served)</small>	Albright, Stoddard, Warnick & Albright Name 801 S. Rancho Drive, Suite D-4 Las Vegas NEVADA 89106 Street Address City State Zip Code Optional Mailing Address City State Zip Code
3. Shares: <small>(number of shares corporation authorized to issue)</small>	Number of shares with par value: Par value: \$ Number of shares without par value: 25,000
4. Names & Addresses of Board of Directors/Trustees: <small>(attach additional page there is more than 3 directors/trustees)</small>	1. V. Jay Brady Name 27101 Puerta Real, Suite 450 Mission Viejo CA 92691 Street Address City State Zip Code 2. Roy E. Christensen Name 27101 Puerta Real, Suite 450 Mission Viejo CA 92691 Street Address City State Zip Code 3. Christopher R. Christensen Name 27101 Puerta Real, Suite 450 Mission Viejo CA 92691 Street Address City State Zip Code
5. Purpose: <small>(optional-see instructions)</small>	The purpose of this Corporation shall be: Operator of a long-term health care facility and related business, and any other lawful purpose.
6. Names, Address and Signature of Incorporator: <small>(attach additional page there is more than 1 incorporator)</small>	William H. Stoddard, Esq. Signature Name 801 S. Rancho Drive, Suite D-4 Las Vegas NV 89106 Address City State Zip Code
7. Certificate of Acceptance of Appointment of Resident Agent:	I hereby accept appointment as Resident Agent for the above named corporation.  Authorized Signature of R. A. or On Behalf of R. A. Company Date January 30, 2006

This form must be accompanied by appropriate fees. See attached fee schedule.

OPERATING AGREEMENT

OF

FLAGSTONE HEALTHCARE SOUTH LLC

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OPERATING AGREEMENT
OF
FLAGSTONE HEALTHCARE SOUTH LLC

THIS OPERATING AGREEMENT is between FLAGSTONE HEALTHCARE SOUTH LLC, a Nevada limited liability company (the “Company”) and THE ENSIGN GROUP, INC., a Delaware corporation (the “Member”).

RECITALS

THE ENSIGN GROUP, INC., a Delaware corporation, is the Company’s sole Member. The parties intend by this Agreement to define their rights and obligations with respect to the Company’s governance and financial affairs and to adopt regulations and procedures for the conduct of the Company’s activities. Accordingly, with the intention of being legally bound, they agree as follows:

ARTICLE 1: DEFINITIONS.

1.01 Scope. For purposes of this Agreement, unless the language or context clearly indicates that a different meaning is intended, capitalized terms have the meanings specified in this Article.

1.02 Defined Terms.

(a) “Act” means the Nevada Limited Liability Company Act and any successor statute, as amended from time to time.

(b) “Agreement” means this agreement, including any amendments.

(c) “Articles” means the Articles of Organization filed with the Secretary of State of the State of Nevada in connection with the conversion of the Company to a limited liability company, including any amendments.

(d) “Available Funds” means the Company’s gross cash receipts from operations, less the sum of: (1) payments of principal, interest, charges and fees pertaining to the Company’s indebtedness; (2) expenditures incurred incident to the usual conduct of the Company’s business; and (3) amounts reserved to meet the reasonable needs of the Company’s business.

(e) “Company” means FLAGSTONE HEALTHCARE SOUTH LLC and any successor limited liability company.

(f) “Contribution” means anything of value that the Member contributes to the Company as a prerequisite for or in connection with membership, including any combination of cash, property, services rendered, a promissory note or any other obligation to contribute cash or property or render services.

(g) “Distribution” means the Company’s direct or indirect transfer of money or other property with respect to the Member’s Membership Interest.

(h) “Effective Date,” with respect to this Agreement, means the date on which the Company’s existence as a limited liability company begins, as prescribed by the Act.

(i) “Effective Time,” with respect to this Agreement, means September 25, 2019 at 11:55 p.m. (Eastern time).

(j) “Fiscal Year” means the calendar year.

(k) “Manager” means Barry Port.

(l) “Member” means THE ENSIGN GROUP, INC., a Delaware corporation, whose principal place of business is located at 29222 Rancho Viejo Road, Suite 127, San Juan Capistrano, California 926751.

(m) “Membership Interest” means the Member’s interest in the Company, consisting of the Member’s rights to the Company’s Profit, to receive Distributions, to participate in the Company’s governance, to approve the Company’s acts and to receive information pertaining to the Company’s affairs.

(n) “Person” means a natural person or an entity.

(o) “Profit,” as to a positive amount, and “Loss,” as to a negative amount, mean, for a Fiscal Year, the Company’s income or loss for the Fiscal Year, as determined in accordance with accounting principles appropriate to the Company’s method of accounting and consistently applied.

ARTICLE 2: THE COMPANY.

2.01 Formation. The Company was converted to a limited liability company by the filing of Articles of Conversion with the Secretary of State of the State of Nevada pursuant to the provisions of the Act, effective as of the Effective Time. The conversion of the Company to a limited liability company under the Act, the Articles of Conversion, the Articles, the filing of the Articles of Conversion and the Articles, and all actions taken by any person who executed or filed the Articles of Conversion or the Articles on behalf of the Company are hereby adopted, ratified and confirmed as acts of and on behalf of the Company, including without limitation, any actions taken by the organizer indicated in the Articles.

2.02 Status. The Company is a Nevada limited liability company organized under the Act.

2.03 Name. The Company’s name is FLAGSTONE HEALTHCARE SOUTH LLC.

2.04 Term. The Company’s existence as a limited liability company commenced as of the Effective Date and shall continue until terminated under this Agreement.

2.05 Purpose. The Company’s purpose is to engage in any lawful act or activity for which a limited liability company may be organized under the Act.

2.06 Principal Place of Business. The Company’s principal place of business is located at 29222 Rancho Viejo Road, Suite 127, San Juan Capistrano, California 92675.

2.07 Resident Agent and Registered Office. The Company’s registered agent in Nevada is National Registered Agents, Inc. of NV, located at 311 S. Division St., Carson City, Nevada 89703.

2.08 Liability of the Member. All debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member.

ARTICLE 3: MANAGEMENT.

3.01 Management.

(a) Scope. The Member hereby designates the Manager to be the “manager of the Company and have full power, authority and discretion to manage and direct the Company’s business, affairs and properties, including, without limitation, the specific powers referred to in Article 3.01(b).

(b) Specific Powers. The Manager is authorized on the Company’s behalf to make all decisions as to (i) the sale, lease or other disposition of the Company’s assets; (ii) the purchase or other acquisition of other assets of all kinds; (iii) the management of all or any part of the Company’s assets and business; (iv) the borrowing of money and the granting of security interests in the Company’s assets (including loans from the Member); (v) the repayment, refinancing or extension of any mortgage affecting the Company’s assets; (vi) the compromise or release of any of the Company’s claims or debts; (vii) the payment of pensions and the establishment of pension plans, pension trusts, profit sharing plans, and benefit and incentive plans for the Member and the Company’s employees; (viii) the making of donations to the public welfare or for religious, charitable, scientific, literary or education purposes; (ix) the purchase of insurance on the life of any employee of the Member or the Company; (x) the participation in partnerships, joint ventures or other associations of any kind with any Person or Persons; and (xi) the making of all elections available to the Company under any federal or state tax law or regulations.

(c) Officers. The Manager may, from time to time as it deems advisable, appoint officers of the Company and assign titles (including, without limitation, President, Vice President, Secretary, and Treasurer) to any such person. The Manager may delegate to such officers such power and authority as the Manager deems advisable, including the power, acting individually or jointly, to represent and bind the Company in all matters, in accordance with the scope of their respective duties. Each officer shall hold office until his successor is designated by the Manager or until his earlier death, resignation or removal. Any officer may resign at any time upon written notice to the Manager. Any officer may be removed by the Manager with or without cause at any time. A vacancy in any office occurring because of death, resignation,

removal or otherwise, may, but need not, be filled by the Manager. The initial officers of the Company are as follows:

Adam Willits	President
Soon Burnam	Treasurer
Craig Fitch	Secretary

(d) Binding Effect. The act of the Manager will bind the Company, and no Person dealing with the Company shall have any obligation to inquire into the power or authority of the Manager to act on the Company's behalf.

3.02 Fiduciary Duties.

(a) Exculpation. Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, neither the Member, the Manager, nor any of their respective officers, directors, stockholders, partners, members, managers, employees, affiliates, representatives or agents of the Member, nor any officer, employee, representative or agent of the Company (individually, a "Covered Person" and, collectively, the "Covered Persons") shall be liable to the Company or any other person for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction contemplated hereby or thereby) taken or omitted by a Covered Person in good faith reliance on the provisions of this Agreement, provided such act or omission does not constitute willful misconduct, gross negligence, or a knowing violation of law.

(b) Limitation of Liability. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, the Member, the Manager and the Company hereby waive any and all fiduciary duties that, absent such waiver, may be implied by applicable law, and in doing so, acknowledge and agree that the duties and obligations of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member and the Manager to replace such other duties and liabilities of such Covered Person. To the extent that, at law or in equity, any Covered Person has duties and liabilities related thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for such Covered Person's good faith reliance on the provisions of this Agreement.

(c) Justifiable Reliance. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Profit or Loss of the Company or any facts pertinent to the existence and amount of assets from which Distributions might properly be paid) of the following Persons or groups: (i) one or more officers or employees of the Company; (ii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iii) any other Person selected in good faith by or on behalf

of the Company, in each case, as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence.

3.03 Compensation. The Company may compensate the Manager for services rendered to or on behalf of the Company. The Company will reimburse the Manager for reasonable expenses properly incurred on the Company's behalf.

3.04 Indemnification. To the fullest extent permitted by the Act, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative ("Claims"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of the fact that he, she or it is a Covered Person or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Article 3.04 with respect to (i) any Claim with respect to which such Covered Person has engaged in willful misconduct, gross negligence, or a knowing violation of law or (ii) any Claim initiated by such Covered Person unless such Claim (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Manager. Expenses incurred in defending any Claim by (y) the Manager or any officer, director, stockholder, partner, member, manager, or affiliate of the Manager shall be paid by the Company and (z) any other Covered Person may be paid by the Company, but only upon the prior written approval of the Member in its sole and absolute discretion, upon such terms and conditions, if any, as the Manager deems appropriate, in each case, in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Article 3.04.

3.05 Amendments. Any repeal or modification of this Article 3 by the Member shall not adversely affect any rights of such Covered Person pursuant to this Article 3, including the right to indemnification and to the advancement of expenses of a Covered Person, existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE 4: FINANCE.

4.01 Contributions.

(a) Member. The Member has previously made a contribution to the Company.

(b) Additional Contributions. The Member at any time may but is not required to make additional Contributions of cash and property to the Company.

(c) Contributions Not Interest Bearing. The Member is not entitled to interest or other compensation with respect to any cash or property the Member contributed to the Company.

4.02 Distributions.

(a) Available Funds. The Company will distribute its Available Funds to the Member in such amounts and at such times as the Member may determine.

(b) Limitation. The Company will make no Distribution unless, after the Distribution is made, the Company's assets are in excess of its liabilities.

ARTICLE 5: RECORDS AND ACCOUNTING.

5.01 Maintenance of Records.

(a) Required Records. The Company will maintain at its principal place of business such books, records and other materials as are reasonably necessary to document and account for its activities, including, without limitation, those required to be maintained by the Act.

(b) Member Access. The Member and the Member's authorized representative will have reasonable access to and may inspect and copy all books, records and other materials pertaining to the Company or its activities.

5.02 Accounting Method. The Company will account for its financial transactions using a method of accounting determined by the Member.

5.03 Reports. The Company will complete and file any periodic reports required by the Act or other applicable law.

ARTICLE 6: DISSOLUTION.

6.01 Dissolution.

(a) Events of Dissolution. The Company will dissolve upon the first to occur of:

- (1) the effectiveness of a determination by the Member that such dissolution shall occur;
- (2) any event that makes the Company ineligible to conduct its activities as a limited liability company under the Act; or
- (3) any event or circumstance that makes it unlawful or impossible for the Company to carry on its business.

(b) Exclusivity of Events. Unless specifically referred to in this Article 6.01, no event, including an event of dissolution prescribed by the Act, will result in the Company's dissolution.

6.02 Effect of Dissolution.

(a) Appointment of Liquidator. Upon the Company's dissolution, the Member will appoint a liquidator, who may but need not be the Member. The liquidator will wind up and liquidate the Company in an orderly, prudent and expeditious manner in accordance with this Article 6.02.

(b) Final Accounting. The liquidator will make proper accountings (1) to the end of the month in which the event of dissolution occurred; and (2) to the date on which the Company is finally and completely liquidated.

(c) Duties and Authority of Liquidator. The liquidator will make adequate provisions for the discharge of all of the Company's debts, obligations and liabilities. The liquidator may sell, encumber or retain for distribution in kind any of the Company's assets.

(d) Final Distribution. The liquidator will distribute any assets remaining after the discharge or accommodation of the Company's debts, obligations and liabilities to the Member.

(e) Required Filings. The liquidator will file with the Secretary of State of the State of Nevada such statements, certificates and other instruments, and take such other actions, as are reasonably necessary or appropriate to effectuate and confirm the cessation of the Company's existence.

ARTICLE 7: GENERAL PROVISIONS.

7.01 Amendments.

(a) Required Amendments. The Company and the Member will execute and file any amendment to the Articles required by the Act. If any such amendment results in inconsistencies between the Articles and this Agreement, this Agreement will be considered to have been amended in the specifics necessary to eliminate the inconsistencies.

(b) Other Amendments. The Company and the Member may amend this Agreement at any time in any respect that is consistent with the Articles and the Act.

7.02 Nominee. Title to the Company's assets may be held in the name of the Company or any nominee (including the Member so acting), as the Company determines. The Company's agreement with any nominee may contain provisions indemnifying the nominee for costs or damages incurred as a result of the nominee's service to the Company.

7.03 Resolution of Inconsistencies. If there are inconsistencies between this Agreement and the Articles, the Articles will control. If there are inconsistencies between this Agreement and the Act, this Agreement will control, except to the extent the inconsistencies relate to provisions of the Act that the Member cannot alter by agreement.

7.04 Additional Instruments. The Member will execute and deliver any document or statement necessary to give effect to the terms of this Agreement or to comply with any law, rule or regulation governing the Company's formation and activities.

7.05 Computation of Time. In computing any period of time under this Agreement, the day of the act or event from which the specified period begins to run is not included. The last day of the period is included, unless it is a Saturday, Sunday or legal holiday, in which case the period will run until the end of the next day that is not a Saturday, Sunday or legal holiday.

7.06 Entire Agreement. This Agreement and the Articles comprise the entire agreement among the parties with respect to the Company. This Agreement and the Articles supersede any prior agreements or understandings with respect to the Company. Any representation, statement or condition not contained in this Agreement or the Articles has no force or effect.

7.07 Waiver. No right under this Agreement may be waived, except by an instrument in writing signed by the party sought to be charged with the waiver.

7.08 General Construction Principles. Words in any gender are deemed to include the other genders. The singular is deemed to include the plural and vice versa. The headings and underlined paragraph titles are for guidance only and have no significance in the interpretation of this Agreement.

7.09 Binding Effect. This agreement is binding on and will inure to the benefit of the Company, the Member and their respective distributees, successors and assigns.

7.10 Governing Law. Nevada law governs the construction and application of the terms of this Agreement.


7.11 Tax. Unless otherwise determined by the Member, the Company shall be a disregarded entity for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes), and the Member and the Company shall timely make any and all necessary elections and filings for the Company to be treated as a disregarded entity for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes).

[INTENTIONALLY LEFT BLANK]

SIGNED on the respective dates set forth below, to be effective as of the Effective Time.

COMPANY:

FLAGSTONE HEALTHCARE SOUTH LLC,
a Nevada limited liability company

By: 

Soon Burnam
Treasurer

Dated: September 25, 2019

MEMBER:

THE ENSIGN GROUP, INC., a Delaware
corporation

By: 

Chad Keetch
Executive Vice President and Secretary

Dated: September 25, 2019

ENSIGN GROUP

33-0861263

29222 Rancho Viejo Rd., Suite 127
San Juan Capistrano, CA 92675-1049

Spencer Burton, President –0% Ownership
Barry Port, Chairman of the Board –0% Ownership
Chad Keetch, Secretary –0% Ownership
Suzanne Snapper, CFO, Executive V.P. Board Member –0% Ownership
Ann Blouin, Board Member –0% Ownership
Barry Smith, Board Member –0% Ownership
Daren Shaw, Board Member –0% Ownership
John Agwunobi, Board Member –0% Ownership
Swati Abbott, Board Member –0% Ownership
Mark V. Parkinson, Board Member –0% Ownership
Marivic Uychiat Pison, Board Member –0% Ownership

The Ensign Group, Inc. does not own, manage, operate, or control any facilities

FLAGSTONE HEALTHCARE CENTRAL LLC 11-3769303

29222 Rancho Viejo Rd., Suite 127
San Juan Capistrano, CA 92675-1049
Barry Port, Sole Manager –0% Ownership
Adam Willits, President –0% Ownership
Soon Burnam, Secretary –0% Ownership
Ami Sato, Treasurer –0% Ownership

- Ensign San Dimas LLC
DBA: Arbor Glen Care Center
- Perris Hills Healthcare LLC
DBA: Arrowhead Springs Healthcare
- Redbrook Healthcare Associates LLC
DBA: Brookside Healthcare Center
- Camarillo Community Care, Inc.
DBA: Camarillo Healthcare Center
- Powers Park Healthcare, Inc.
DBA: Channel Islands Post Acute
- Claremont Foothills Health Associates LLC
DBA: Claremont Care Center
- Stagecoach Healthcare Inc.
DBA: Desert Mountain Care Center
- C Street Health Associates LLC
DBA: Glenwood Care Center
- Morning Glory Healthcare, Inc.
DBA: Grand Terrace Health Care Center
- Seagull Lane Healthcare, Inc.
DBA: Miramar Healthcare Center
- Ramon Healthcare Associates LLC
DBA: Mission Care Center
- Goldenstar Healthcare, Inc.
DBA: Palm Terrace Care Center
- Ensign Panorama LLC
DBA: Panorama Gardens Nursing and Rehabilitation Center
- Ensign Palm I LLC
DBA: Premier Care Center for Palm Springs
- North Silver Healthcare, Inc.
DBA: Solimar Post Acute
- Golden Eagle Senior Living, Inc.
DBA: The Grove Assisted Living
- Empirecare Health Associates, LLC
DBA: The Grove Care and Wellness
- Upland Community Care, Inc.
DBA: Upland Rehabilitation and Care Center
- Victoria Ventura Healthcare LLC
DBA: Victoria Care Center
- Santa Maria Healthcare, Inc.
DBA: Villa Maria Post Acute

FLAGSTONE HEALTHCARE NORTH LLC 55-0913891

29222 Rancho Viejo Rd., Suite 127
San Juan Capistrano, CA 92675-1049
Barry Port, Sole Manager –0% Ownership
Adam Willits, President –0% Ownership
Soon Burnam, Secretary –0% Ownership
Ami Sato, Treasurer –0% Ownership

- Dragonfly Senior Living, Inc.
DBA: Arbor Place
- Brody Bay Healthcare, Inc.
DBA: Arbor Rehabilitation and Nursing Center
- Ensign Sonoma LLC
DBA: Broadway Villa Post Acute
- Ensign Cloverdale LLC
DBA: Cloverdale Healthcare Center
- West Court Lane Healthcare, Inc.
DBA: Courtyard Health Care Center
- Mountain Violet Healthcare, Inc.
DBA: Danville Post Acute Rehabilitation
- Sagebrush Healthcare, Inc.
DBA: Fairfield Post Acute Rehabilitation
- Deergrass Healthcare, Inc.
DBA: Fairmont Rehabilitation Hospital
- Ensign Willits LLC
DBA: Northbrook Healthcare Center
- Juniper Springs Healthcare, Inc.
DBA: Pacific Gardens Nursing and Rehabilitation Center
- Mussel Rock Healthcare, Inc.
DBA: Pacifica Nursing and Rehabilitation Center
- Ensign Montgomery LLC
DBA: Park View Post Acute
- Ensign Santa Rosa LLC
DBA: Summerfield Healthcare Center
- Tracy Ridge Healthcare, Inc.
DBA: Turlock Nursing and Rehabilitation Center
- Lost Cane Senior Living, Inc.
DBA: Turlock Residential
- Ensign Pleasanton LLC
DBA: Ukiah Post Acute
- Bouverie Healthcare Services, Inc.
DBA: Valley of The Moon Post Acute
- Vintage Court Healthcare, Inc.
DBA: Vintage Faire Nursing & Rehabilitation Center
- Deer Tail Senior Living, Inc.
DBA: Vintage Faire Residential

FLAGSTONE HEALTHCARE SOUTH LLC 55-0913892

29222 Rancho Viejo Rd., Suite 127
San Juan Capistrano, CA 92675-1049
Barry Port, Sole Manager –0% Ownership
Adam Willits, President –0% Ownership
Soon Burnam, Secretary –0% Ownership
Ami Sato, Treasurer –0% Ownership

- Midnight Healthcare, Inc.
DBA: Alamitos Belmont Health and Rehabilitation
- Malcolm Healthcare, Inc.
DBA: Alamitos West Health and Rehabilitation
- City Heights Health Associates LLC
DBA: Arroyo Vista Nursing Center
- Atlantic Memorial Healthcare Associates, Inc.
DBA: Atlantic Memorial Healthcare Center
- Desert Mallow Healthcare, Inc.
DBA: Beachside Nursing Center
- Dusk Healthcare, Inc.
DBA: Broadway by the Sea
- Downey Community Care LLC
DBA: Brookfield Healthcare Center
- Pine Forest Healthcare, Inc.
DBA: Camino Healthcare
- Bernardo Heights Healthcare, Inc.
DBA: Carmel Mountain Rehabilitation and Healthcare Center
- Starburst Healthcare, Inc.
DBA: Chatsworth Park Health Care Center
- Manzanita Healthcare, Inc.
DBA: Coventry Court Health Center
- Rio Hondo Healthcare, Inc.
DBA: Downey Post Acute
- Moonrise Healthcare, Inc.
DBA: Edgewater Skilled Nursing Center
- Clear Skies Healthcare, Inc.
DBA: Garden View Post-Acute Rehabilitation
- Devonshire Healthcare, Inc.
DBA: Golden Hill Post Acute
- Mission Trails Healthcare LLC
DBA: Grossmont Post Acute Care
- Covenant Care California LLC
DBA: Huntington Park Nursing Center
- Rigby Creek Senior Living, Inc.
DBA: Katella Senior Living Community
- Nightfall Healthcare, Inc.
DBA: Lake Balboa Care Center
- Lemon Grove Health Associates LLC
DBA: Lemon Grove Care and Rehabilitation Center
- Sungazer Healthcare, Inc.
DBA: Lomita Post-Acute Care Center
- Glimmer Healthcare, Inc.
DBA: Madera Post Acute Center
- Jefferson Healthcare, LLC
DBA: Magnolia Post Acute Care
- La Veta Healthcare, Inc.
DBA: Mainplace Post Acute

PHSSC 01607

Portside Healthcare, Inc.

	Portside Healthcare, Inc. DBA: Mission Hills Post Acute Care
	Hollyleaf Healthcare, Inc. DBA: New Orange Hills
	Strawberry Pond Healthcare LLC DBA: Pacific Haven Subacute and Healthcare Center
	Gate Three Healthcare LLC DBA: Palm Terrace Healthcare and Rehabilitation Center
	West Escondido Healthcare LLC DBA: Palomar Vista Healthcare Center
	Parkside Healthcare, Inc. DBA: Parkside Health and Wellness Center
	Bell Villa Care Associates LLC DBA: Rose Villa Healthcare Center
	Sandpiper Senior Living LLC DBA: Sea Cliff Assisted Living
	HB Healthcare Associates LLC DBA: Sea Cliff Healthcare Center
	Rose Park Healthcare Associates, Inc. DBA: Shoreline Healthcare Center
	Claydelle Healthcare LLC DBA: Somerset Subacute and Care
	Bayside Healthcare, Inc. DBA: South Bay Post Acute Care
	Southland Management LLC DBA: Southland Care Center
	Southland Management LLC DBA: Southland Living
	Santa Catalina Healthcare, Inc. DBA: St. Catherine Healthcare
	Fullerton Healthcare, Inc. DBA: St. Elizabeth Healthcare Center
	Nautilus Healthcare, Inc. DBA: The Cove at La Jolla
	Tustin Hills Healthcare, Inc. DBA: The Hills Post Acute
	Ensign Whittier West LLC DBA: The Orchard Post Acute Care
	La Jolla Skilled, LLC DBA: The Springs at Pacific Regent La Jolla
	West Star Healthcare LLC DBA: Toluca Lake Transitional Care
	Costa Victoria Healthcare LLC DBA: Victoria Healthcare and Rehabilitation Center
	Anza Healthcare, Inc. DBA: Victoria Post Acute Care
	Vista Woods Health Associates LLC DBA: Vista Knoll Specialized Care Facility
	Ensign Whittier East LLC DBA: Whittier Hills Health Care Center

STATE OF NEVADA

BARBARA K. CEGAVSKE

Secretary of State



**OFFICE OF THE
SECRETARY OF STATE**

Commercial Recordings Division

*202 N. Carson Street
Carson City, NV 89701
Telephone (775) 684-5708
Fax (775) 684-7138*

*North Las Vegas City Hall
2250 Las Vegas Blvd North, Suite 400
North Las Vegas, NV 89030
Telephone (702) 486-2880
Fax (702) 486-2888*

KIMBERLEY PERONDI

*Deputy Secretary for
Commercial Recordings*

Business Entity - Filing Acknowledgement

07/01/2022

Work Order Item Number: W2022063003148-2226897
Filing Number: 20222437467
Filing Type: Articles of Conversion
Filing Date/Time: 6/30/2022 1:50:00 PM
Filing Page(s): 4

Indexed Entity Information:

Entity ID: E24374462022-8

Entity Name: Flagstone Healthcare North
LLC

Entity Status: Active

Expiration Date: None

Commercial Registered Agent

COGENCY GLOBAL INC.

321 W. WINNIE LANE #104, Carson City, NV 89703, USA

The attached document(s) were filed with the Nevada Secretary of State, Commercial Recording Division. The filing date and time have been affixed to each document, indicating the date and time of filing. A filing number is also affixed and can be used to reference this document in the future.

Respectfully,

A handwritten signature in black ink that reads "Barbara K. Cegavske".

BARBARA K. CEGAVSKE
Secretary of State



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov
www.nvsilverflume.gov

Filed in the Office of <i>Barbara K. Cegavske</i>	Business Number E24374462022-8
Secretary of State State Of Nevada	Filing Number 20222437467
	Filed On 6/30/2022 1:50:00 PM
	Number of Pages 4

ABOVE SPACE IS FOR OFFICE USE ONLY

Articles of Conversion/Exchange/Merger

NRS 92A.200 and 92A.205

This filing completes the following: Conversion Exchange Merger

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGHLIGHT

1. Entity Information:
(Constituent, Acquired or Merging)

Entity Name:

Jurisdiction: Entity Type*:

If more than one entity being acquired or merging please attach additional page.

2. Entity Information:
(Resulting, Acquiring or Surviving)

Entity Name:

Jurisdiction: Entity Type*:

3. Plan of Conversion, Exchange or Merger:
(select one box)

The entire plan of conversion, exchange or merger is attached to these articles.

The complete executed plan of conversion is on file at the registered office or principal place of business of the resulting entity. The entire plan of exchange or merger is on file at the registered office of the acquiring corporation, limited-liability company or business trust, or at the records office address if a limited partnership, or other place of business of the acquiring entity (NRS 92A.200).

The complete executed plan of conversion for the resulting domestic limited partnership is on file at the records office required by NRS 88.330. (Conversion only)

4. Approval:
(If more than one entity being acquired or merging please attach additional approval page.)

Exchange/Merger:
 Owner's approval (NRS 92A.200) (options a, b or c must be used for each entity)

A. Owner's approval was not required from the:

- Acquired/merging
- Acquiring/surviving

B. The plan was approved by the required consent of the owners of:

- Acquired/merging
- Acquiring/surviving

C. Approval of plan of exchange/merger for Nevada non-profit corporation (NRS 92A.160):

Non-profit Corporations only: The plan of exchange/merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation.

- Acquired/merging
- Acquiring/surviving

Name of acquired/merging entity

Name of acquiring/surviving entity

5. Effective Date and Time: (Optional)

Date: Time:

(must not be later than 90 days after the certificate is filed)

* corporation, limited partnership, limited-liability limited partnership, limited-liability company or business trust.



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
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Articles of Conversion/Exchange/Merger

NRS 92A.200 and 92A.205

This filing completes the following: Conversion Exchange Merger

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGHLIGHT

4. Approval Continued:
 (If more than one entity being acquired or merging please attach additional approval page.)

Exchange/Merger:
 Owner's approval (NRS 92A.200) (options a, b or c must be used for each entity)

A. Owner's approval was not required from the:

- Acquired/merging
- Acquiring/surviving

B. The plan was approved by the required consent of the owners of:

- Acquired/merging
- Acquiring/surviving

C. Approval of plan of exchange for Nevada non-profit corporation (NRS 92A.160):

Non-profit Corporations only: The plan of exchange/merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation.

- Acquired/merging
- Acquiring/surviving

Name of acquired/merging entity

Name of acquiring/surviving entity

4. Approval Continued:
 (If more than one entity being acquired or merging please attach additional approval page.)

Exchange/Merger:
 Owner's approval (NRS 92A.200) (options a, b or c must be used for each entity)

A. Owner's approval was not required from the:

- Acquired/merging
- Acquiring/surviving

B. The plan was approved by the required consent of the owners of:

- Acquired/merging
- Acquiring/surviving

C. Approval of plan of exchange for Nevada non-profit corporation (NRS 92A.160):

Non-profit Corporations only: The plan of exchange/merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation.

- Acquired/merging
- Acquiring/surviving

Name of acquired/merging entity

Name of acquiring/surviving entity

* corporation, limited partnership, limited-liability limited partnership, limited-liability company or business trust.



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
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Articles of Conversion/Exchange/Merger

NRS 92A.200 and 91A.205

6. Forwarding Address for Service of Process:
 (Conversion and Mergers only, if resulting/surviving entity is foreign)

Name	Country
Care of:	
Address	City State Zip/Postal Code

7. Amendment, if any, to the articles or certificate of the surviving entity. (NRS 92A.200):
 (Merger only) **

** Amended and restated articles may be attached as an exhibit or integrated into the articles of merger. Please entitle them "Restated" or "Amended and Restated," accordingly. The form to accompany restated articles prescribed by the secretary of state must accompany the amended and/or restated articles. Pursuant to NRS 92A.180 (merger of subsidiary into parent - Nevada parent owning 90% or more of subsidiary), the articles of merger may not contain amendments to the constituent documents of the surviving entity except that the name of the surviving entity may be changed.

8. Declaration:
 (Exchange and Merger only)

Exchange:
 The undersigned declares that a plan of exchange has been adopted by each constituent entity (NRS 92A.200).

Merger: (Select one box)

The undersigned declares that a plan of merger has been adopted by each constituent entity (NRS 92A.200).

The undersigned declares that a plan of merger has been adopted by the parent domestic entity (NRS 92A.180).

9. Signature Statement: (Required)

Conversion:
 A plan of conversion has been adopted by the constituent entity in compliance with the law of the jurisdiction governing the constituent entity.

Signatures - must be signed by:

- If constituent entity is a Nevada entity: an officer of each Nevada corporation; all general partners of each Nevada limited partnership or limited-liability limited partnership; a manager of each Nevada limited-liability company with managers or one member if there are no managers; a trustee of each Nevada business trust; a managing partner of a Nevada limited-liability partnership (a.k.a. general partnership governed by NRS chapter 87).
- If constituent entity is a foreign entity: must be signed by the constituent entity in the manner provided by the law governing it.

Flagstone Healthcare North, Inc.

Name of constituent entity



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov
www.nvsilverflume.gov

Articles of Conversion/Exchange/Merger

NRS 92A.200 and 91A.205

9. Signature Statement
 Continued: (Required)

Exchange:
 Signatures - Must be signed by: An officer of each Nevada corporation; All general partners of each Nevada limited partnership; All general partners of each Nevada limited-liability limited partnership; A manager of each Nevada limited-liability company with managers or a member if there are no Managers; A trustee of each Nevada business trust (NRS 92A.230)
 Unless otherwise provided in the certificate of trust or governing instrument of a business trust, an exchange must be approved by all the trustees and beneficial owners of each business trust that is a constituent entity in the exchange.
 The articles of exchange must be signed by each foreign constituent entity in the manner provided by the law governing it (NRS 92A.230). Additional signature blocks may be added to this page or as an attachment, as needed.

Merger:
 Signatures - Must be signed by: An officer of each Nevada corporation; All general partners of each Nevada limited partnership; All general partners of each Nevada limited-liability limited partnership; A manager of each Nevada limited-liability company with managers or one member if there are no managers; A trustee of each Nevada business trust (NRS 92A.230).
 The articles of merger must be signed by each foreign constituent entity in the manner provided by the law governing it (NRS 92A.230). Additional signature blocks may be added to this page or as an attachment, as needed.

10. Signature(s):
 (Required)

 Name of acquired/merging entity

X _____ Title Date
 Signature (Exchange/Merger)

If more than one entity being acquired or merging please attach additional page of information and signatures.

 Name of acquiring/surviving entity

X _____ Title Date
 Signature (Exchange/Merger)

X *[Signature]* Treasurer 06/29/22
 Signature of Constituent Entity (Conversion) Title Date

Please include any required or optional information in space below:
 (attach additional page(s) if necessary)

OPERATING AGREEMENT

OF

FLAGSTONE HEALTHCARE NORTH LLC

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OPERATING AGREEMENT
OF
FLAGSTONE HEALTHCARE NORTH LLC

THIS OPERATING AGREEMENT is between FLAGSTONE HEALTHCARE NORTH LLC, a Nevada limited liability company (the “Company”) and THE ENSIGN GROUP, INC., a Delaware corporation (the “Member”).

RECITALS

THE ENSIGN GROUP, INC., a Delaware corporation, is the Company’s sole Member. The parties intend by this Agreement to define their rights and obligations with respect to the Company’s governance and financial affairs and to adopt regulations and procedures for the conduct of the Company’s activities. Accordingly, with the intention of being legally bound, they agree as follows:

ARTICLE 1: DEFINITIONS.

1.01 Scope. For purposes of this Agreement, unless the language or context clearly indicates that a different meaning is intended, capitalized terms have the meanings specified in this Article.

1.02 Defined Terms.

(a) “Act” means the Nevada Limited Liability Company Act and any successor statute, as amended from time to time.

(b) “Agreement” means this agreement, including any amendments.

(c) “Articles” means the Articles of Organization filed with the Secretary of State of the State of Nevada in connection with the conversion of the Company to a limited liability company, including any amendments.

(d) “Available Funds” means the Company’s gross cash receipts from operations, less the sum of: (1) payments of principal, interest, charges and fees pertaining to the Company’s indebtedness; (2) expenditures incurred incident to the usual conduct of the Company’s business; and (3) amounts reserved to meet the reasonable needs of the Company’s business.

(e) “Company” means FLAGSTONE HEALTHCARE NORTH LLC and any successor limited liability company.

(f) “Contribution” means anything of value that the Member contributes to the Company as a prerequisite for or in connection with membership, including any combination of cash, property, services rendered, a promissory note or any other obligation to contribute cash or property or render services.

(g) “Distribution” means the Company’s direct or indirect transfer of money or other property with respect to the Member’s Membership Interest.

(h) “Effective Date,” with respect to this Agreement, means the date on which the Company’s existence as a limited liability company begins, as prescribed by the Act.

(i) “Effective Time,” with respect to this Agreement, means June 30, 2022 at 09:00 a.m. (Pacific time).

(j) “Fiscal Year” means the calendar year.

(k) “Manager” means Barry Port.

(l) “Member” means THE ENSIGN GROUP, INC., a Delaware corporation, whose principal place of business is located at 29222 Rancho Viejo Road, Suite 127, San Juan Capistrano, California 92675.

(m) “Membership Interest” means the Member’s interest in the Company, consisting of the Member’s rights to the Company’s Profit, to receive Distributions, to participate in the Company’s governance, to approve the Company’s acts and to receive information pertaining to the Company’s affairs.

(n) “Person” means a natural person or an entity.

(o) “Profit,” as to a positive amount, and “Loss,” as to a negative amount, mean, for a Fiscal Year, the Company’s income or loss for the Fiscal Year, as determined in accordance with accounting principles appropriate to the Company’s method of accounting and consistently applied.

ARTICLE 2: THE COMPANY.

2.01 Formation. The Company was converted to a limited liability company by the filing of Articles of Conversion with the Secretary of State of the State of Nevada pursuant to the provisions of the Act, effective as of the Effective Time. The conversion of the Company to a limited liability company under the Act, the Articles of Conversion, the Articles, the filing of the Articles of Conversion and the Articles, and all actions taken by any person who executed or filed the Articles of Conversion or the Articles on behalf of the Company are hereby adopted, ratified and confirmed as acts of and on behalf of the Company, including without limitation, any actions taken by the organizer indicated in the Articles.

2.02 Status. The Company is a Nevada limited liability company organized under the Act.

2.03 Name. The Company’s name is FLAGSTONE HEALTHCARE NORTH LLC.

2.04 Term. The Company’s existence as a limited liability company commenced as of the Effective Date and shall continue until terminated under this Agreement.

2.05 Purpose. The Company’s purpose is to engage in any lawful act or activity for which a limited liability company may be organized under the Act.

2.06 Principal Place of Business. The Company’s principal place of business is located at 29222 Rancho Viejo Road, Suite 127, San Juan Capistrano, California 92675.

2.07 Resident Agent and Registered Office. The Company’s registered agent in Nevada is Cogency Global Inc., located at 321 W. Winnie Lane, #104, Carson City, Nevada 89703.

2.08 Liability of the Member. All debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member.

ARTICLE 3: MANAGEMENT.

3.01 Management.

(a) Scope. The Member hereby designates the Manager to be the “manager of the Company and have full power, authority and discretion to manage and direct the Company’s business, affairs and properties, including, without limitation, the specific powers referred to in Article 3.01(b).

(b) Specific Powers. The Manager is authorized on the Company’s behalf to make all decisions as to (i) the sale, lease or other disposition of the Company’s assets; (ii) the purchase or other acquisition of other assets of all kinds; (iii) the management of all or any part of the Company’s assets and business; (iv) the borrowing of money and the granting of security interests in the Company’s assets (including loans from the Member); (v) the repayment, refinancing or extension of any mortgage affecting the Company’s assets; (vi) the compromise or release of any of the Company’s claims or debts; (vii) the payment of pensions and the establishment of pension plans, pension trusts, profit sharing plans, and benefit and incentive plans for the Member and the Company’s employees; (viii) the making of donations to the public welfare or for religious, charitable, scientific, literary or education purposes; (ix) the purchase of insurance on the life of any employee of the Member or the Company; (x) the participation in partnerships, joint ventures or other associations of any kind with any Person or Persons; and (xi) the making of all elections available to the Company under any federal or state tax law or regulations.

(c) Officers. The Manager may, from time to time as it deems advisable, appoint officers of the Company and assign titles (including, without limitation, President, Vice President, Secretary, and Treasurer) to any such person. The Manager may delegate to such officers such power and authority as the Manager deems advisable, including the power, acting individually or jointly, to represent and bind the Company in all matters, in accordance with the scope of their respective duties. Each officer shall hold office until his successor is designated by the Manager or until his earlier death, resignation or removal. Any officer may resign at any time upon written notice to the Manager. Any officer may be removed by the Manager with or without cause at any time. A vacancy in any office occurring because of death, resignation,

removal or otherwise, may, but need not, be filled by the Manager. The initial officers of the Company are as follows:

Adam Willits	President
Soon Burnam	Treasurer
Craig Fitch	Secretary

(d) Binding Effect. The act of the Manager will bind the Company, and no Person dealing with the Company shall have any obligation to inquire into the power or authority of the Manager to act on the Company's behalf.

3.02 Fiduciary Duties.

(a) Exculpation. Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, neither the Member, the Manager, nor any of their respective officers, directors, stockholders, partners, members, managers, employees, affiliates, representatives or agents of the Member, nor any officer, employee, representative or agent of the Company (individually, a "Covered Person" and, collectively, the "Covered Persons") shall be liable to the Company or any other person for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction contemplated hereby or thereby) taken or omitted by a Covered Person in good faith reliance on the provisions of this Agreement, provided such act or omission does not constitute willful misconduct, gross negligence, or a knowing violation of law.

(b) Limitation of Liability. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, the Member, the Manager and the Company hereby waive any and all fiduciary duties that, absent such waiver, may be implied by applicable law, and in doing so, acknowledge and agree that the duties and obligations of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member and the Manager to replace such other duties and liabilities of such Covered Person. To the extent that, at law or in equity, any Covered Person has duties and liabilities related thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for such Covered Person's good faith reliance on the provisions of this Agreement.

(c) Justifiable Reliance. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Profit or Loss of the Company or any facts pertinent to the existence and amount of assets from which Distributions might properly be paid) of the following Persons or groups: (i) one or more officers or employees of the Company; (ii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iii) any other Person selected in good faith by or on behalf

of the Company, in each case, as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence.

3.03 Compensation. The Company may compensate the Manager for services rendered to or on behalf of the Company. The Company will reimburse the Manager for reasonable expenses properly incurred on the Company's behalf.

3.04 Indemnification. To the fullest extent permitted by the Act, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative ("Claims"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of the fact that he, she or it is a Covered Person or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Article 3.04 with respect to (i) any Claim with respect to which such Covered Person has engaged in willful misconduct, gross negligence, or a knowing violation of law or (ii) any Claim initiated by such Covered Person unless such Claim (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Manager. Expenses incurred in defending any Claim by (y) the Manager or any officer, director, stockholder, partner, member, manager, or affiliate of the Manager shall be paid by the Company and (z) any other Covered Person may be paid by the Company, but only upon the prior written approval of the Member in its sole and absolute discretion, upon such terms and conditions, if any, as the Manager deems appropriate, in each case, in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Article 3.04.

3.05 Amendments. Any repeal or modification of this Article 3 by the Member shall not adversely affect any rights of such Covered Person pursuant to this Article 3, including the right to indemnification and to the advancement of expenses of a Covered Person, existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE 4: FINANCE.

4.01 Contributions.

(a) Member. The Member has previously made a contribution to the Company.

(b) Additional Contributions. The Member at any time may but is not required to make additional Contributions of cash and property to the Company.

(c) Contributions Not Interest Bearing. The Member is not entitled to interest or other compensation with respect to any cash or property the Member contributed to the Company.

4.02 Distributions.

(a) Available Funds. The Company will distribute its Available Funds to the Member in such amounts and at such times as the Member may determine.

(b) Limitation. The Company will make no Distribution unless, after the Distribution is made, the Company's assets are in excess of its liabilities.

ARTICLE 5: RECORDS AND ACCOUNTING.

5.01 Maintenance of Records.

(a) Required Records. The Company will maintain at its principal place of business such books, records and other materials as are reasonably necessary to document and account for its activities, including, without limitation, those required to be maintained by the Act.

(b) Member Access. The Member and the Member's authorized representative will have reasonable access to and may inspect and copy all books, records and other materials pertaining to the Company or its activities.

5.02 Accounting Method. The Company will account for its financial transactions using a method of accounting determined by the Member.

5.03 Reports. The Company will complete and file any periodic reports required by the Act or other applicable law.

ARTICLE 6: DISSOLUTION.

6.01 Dissolution.

(a) Events of Dissolution. The Company will dissolve upon the first to occur of:

- (1) the effectiveness of a determination by the Member that such dissolution shall occur;
- (2) any event that makes the Company ineligible to conduct its activities as a limited liability company under the Act; or
- (3) any event or circumstance that makes it unlawful or impossible for the Company to carry on its business.

(b) Exclusivity of Events. Unless specifically referred to in this Article 6.01, no event, including an event of dissolution prescribed by the Act, will result in the Company's dissolution.

6.02 Effect of Dissolution.

(a) Appointment of Liquidator. Upon the Company's dissolution, the Member will appoint a liquidator, who may but need not be the Member. The liquidator will wind up and liquidate the Company in an orderly, prudent and expeditious manner in accordance with this Article 6.02.

(b) Final Accounting. The liquidator will make proper accountings (1) to the end of the month in which the event of dissolution occurred; and (2) to the date on which the Company is finally and completely liquidated.

(c) Duties and Authority of Liquidator. The liquidator will make adequate provisions for the discharge of all of the Company's debts, obligations and liabilities. The liquidator may sell, encumber or retain for distribution in kind any of the Company's assets.

(d) Final Distribution. The liquidator will distribute any assets remaining after the discharge or accommodation of the Company's debts, obligations and liabilities to the Member.

(e) Required Filings. The liquidator will file with the Secretary of State of the State of Nevada such statements, certificates and other instruments, and take such other actions, as are reasonably necessary or appropriate to effectuate and confirm the cessation of the Company's existence.

ARTICLE 7: GENERAL PROVISIONS.

7.01 Amendments.

(a) Required Amendments. The Company and the Member will execute and file any amendment to the Articles required by the Act. If any such amendment results in inconsistencies between the Articles and this Agreement, this Agreement will be considered to have been amended in the specifics necessary to eliminate the inconsistencies.

(b) Other Amendments. The Company and the Member may amend this Agreement at any time in any respect that is consistent with the Articles and the Act.

7.02 Nominee. Title to the Company's assets may be held in the name of the Company or any nominee (including the Member so acting), as the Company determines. The Company's agreement with any nominee may contain provisions indemnifying the nominee for costs or damages incurred as a result of the nominee's service to the Company.

7.03 Resolution of Inconsistencies. If there are inconsistencies between this Agreement and the Articles, the Articles will control. If there are inconsistencies between this Agreement and the Act, this Agreement will control, except to the extent the inconsistencies relate to provisions of the Act that the Member cannot alter by agreement.

7.04 Additional Instruments. The Member will execute and deliver any document or statement necessary to give effect to the terms of this Agreement or to comply with any law, rule or regulation governing the Company's formation and activities.

7.05 Computation of Time. In computing any period of time under this Agreement, the day of the act or event from which the specified period begins to run is not included. The last day of the period is included, unless it is a Saturday, Sunday or legal holiday, in which case the period will run until the end of the next day that is not a Saturday, Sunday or legal holiday.

7.06 Entire Agreement. This Agreement and the Articles comprise the entire agreement among the parties with respect to the Company. This Agreement and the Articles supersede any prior agreements or understandings with respect to the Company. Any representation, statement or condition not contained in this Agreement or the Articles has no force or effect.

7.07 Waiver. No right under this Agreement may be waived, except by an instrument in writing signed by the party sought to be charged with the waiver.

7.08 General Construction Principles. Words in any gender are deemed to include the other genders. The singular is deemed to include the plural and vice versa. The headings and underlined paragraph titles are for guidance only and have no significance in the interpretation of this Agreement.

7.09 Binding Effect. This agreement is binding on and will inure to the benefit of the Company, the Member and their respective distributees, successors and assigns.

7.10 Governing Law. Nevada law governs the construction and application of the terms of this Agreement.

7.11 Tax. Unless otherwise determined by the Member, the Company shall be a disregarded entity for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes), and the Member and the Company shall timely make any and all necessary elections and filings for the Company to be treated as a disregarded entity for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes).

[INTENTIONALLY LEFT BLANK]

SIGNED on the respective dates set forth below, to be effective as of the Effective Time.

COMPANY:


**FLAGSTONE HEALTHCARE
NORTH LLC**, a Nevada limited liability
company

By: Soon Burnam 
Treasurer

Dated: June 30, 2022

MEMBER:

THE ENSIGN GROUP, INC., a Delaware
corporation

By: Chad Keetch 
Executive Vice President and Secretary

Dated: June 30, 2022

ENSIGN GROUP

33-0861263

29222 Rancho Viejo Rd., Suite 127
San Juan Capistrano, CA 92675-1049

Spencer Burton, President –0% Ownership
Barry Port, Chairman of the Board –0% Ownership
Chad Keetch, Secretary –0% Ownership
Suzanne Snapper, CFO, Executive V.P. Board Member –0% Ownership
Ann Blouin, Board Member –0% Ownership
Barry Smith, Board Member –0% Ownership
Daren Shaw, Board Member –0% Ownership
John Agwunobi, Board Member –0% Ownership
Swati Abbott, Board Member –0% Ownership
Mark V. Parkinson, Board Member –0% Ownership
Marivic Uychiat Pison, Board Member –0% Ownership

The Ensign Group, Inc. does not own, manage, operate, or control any facilities

FLAGSTONE HEALTHCARE CENTRAL LLC 11-3769303

29222 Rancho Viejo Rd., Suite 127
San Juan Capistrano, CA 92675-1049
Barry Port, Sole Manager –0% Ownership
Adam Willits, President –0% Ownership
Soon Burnam, Secretary –0% Ownership
Ami Sato, Treasurer –0% Ownership

- Ensign San Dimas LLC
DBA: Arbor Glen Care Center
- Perris Hills Healthcare LLC
DBA: Arrowhead Springs Healthcare
- Redbrook Healthcare Associates LLC
DBA: Brookside Healthcare Center
- Camarillo Community Care, Inc.
DBA: Camarillo Healthcare Center
- Powers Park Healthcare, Inc.
DBA: Channel Islands Post Acute
- Claremont Foothills Health Associates LLC
DBA: Claremont Care Center
- Stagecoach Healthcare Inc.
DBA: Desert Mountain Care Center
- C Street Health Associates LLC
DBA: Glenwood Care Center
- Morning Glory Healthcare, Inc.
DBA: Grand Terrace Health Care Center
- Seagull Lane Healthcare, Inc.
DBA: Miramar Healthcare Center
- Ramon Healthcare Associates LLC
DBA: Mission Care Center
- Goldenstar Healthcare, Inc.
DBA: Palm Terrace Care Center
- Ensign Panorama LLC
DBA: Panorama Gardens Nursing and Rehabilitation Center
- Ensign Palm I LLC
DBA: Premier Care Center for Palm Springs
- North Silver Healthcare, Inc.
DBA: Solimar Post Acute
- Golden Eagle Senior Living, Inc.
DBA: The Grove Assisted Living
- Empirecare Health Associates, LLC
DBA: The Grove Care and Wellness
- Upland Community Care, Inc.
DBA: Upland Rehabilitation and Care Center
- Victoria Ventura Healthcare LLC
DBA: Victoria Care Center
- Santa Maria Healthcare, Inc.
DBA: Villa Maria Post Acute

FLAGSTONE HEALTHCARE NORTH LLC 55-0913891

29222 Rancho Viejo Rd., Suite 127
San Juan Capistrano, CA 92675-1049
Barry Port, Sole Manager –0% Ownership
Adam Willits, President –0% Ownership
Soon Burnam, Secretary –0% Ownership
Ami Sato, Treasurer –0% Ownership

- Dragonfly Senior Living, Inc.
DBA: Arbor Place
- Brody Bay Healthcare, Inc.
DBA: Arbor Rehabilitation and Nursing Center
- Ensign Sonoma LLC
DBA: Broadway Villa Post Acute
- Ensign Cloverdale LLC
DBA: Cloverdale Healthcare Center
- West Court Lane Healthcare, Inc.
DBA: Courtyard Health Care Center
- Mountain Violet Healthcare, Inc.
DBA: Danville Post Acute Rehabilitation
- Sagebrush Healthcare, Inc.
DBA: Fairfield Post Acute Rehabilitation
- Deergrass Healthcare, Inc.
DBA: Fairmont Rehabilitation Hospital
- Ensign Willits LLC
DBA: Northbrook Healthcare Center
- Juniper Springs Healthcare, Inc.
DBA: Pacific Gardens Nursing and Rehabilitation Center
- Mussel Rock Healthcare, Inc.
DBA: Pacifica Nursing and Rehabilitation Center
- Ensign Montgomery LLC
DBA: Park View Post Acute
- Ensign Santa Rosa LLC
DBA: Summerfield Healthcare Center
- Tracy Ridge Healthcare, Inc.
DBA: Turlock Nursing and Rehabilitation Center
- Lost Cane Senior Living, Inc.
DBA: Turlock Residential
- Ensign Pleasanton LLC
DBA: Ukiah Post Acute
- Bouverie Healthcare Services, Inc.
DBA: Valley of The Moon Post Acute
- Vintage Court Healthcare, Inc.
DBA: Vintage Faire Nursing & Rehabilitation Center
- Deer Tail Senior Living, Inc.
DBA: Vintage Faire Residential

FLAGSTONE HEALTHCARE SOUTH LLC 55-0913892

29222 Rancho Viejo Rd., Suite 127
San Juan Capistrano, CA 92675-1049
Barry Port, Sole Manager –0% Ownership
Adam Willits, President –0% Ownership
Soon Burnam, Secretary –0% Ownership
Ami Sato, Treasurer –0% Ownership

- Midnight Healthcare, Inc.
DBA: Alamitos Belmont Health and Rehabilitation
- Malcolm Healthcare, Inc.
DBA: Alamitos West Health and Rehabilitation
- City Heights Health Associates LLC
DBA: Arroyo Vista Nursing Center
- Atlantic Memorial Healthcare Associates, Inc.
DBA: Atlantic Memorial Healthcare Center
- Desert Mallow Healthcare, Inc.
DBA: Beachside Nursing Center
- Dusk Healthcare, Inc.
DBA: Broadway by the Sea
- Downey Community Care LLC
DBA: Brookfield Healthcare Center
- Pine Forest Healthcare, Inc.
DBA: Camino Healthcare
- Bernardo Heights Healthcare, Inc.
DBA: Carmel Mountain Rehabilitation and Healthcare Center
- Starburst Healthcare, Inc.
DBA: Chatsworth Park Health Care Center
- Manzanita Healthcare, Inc.
DBA: Coventry Court Health Center
- Rio Hondo Healthcare, Inc.
DBA: Downey Post Acute
- Moonrise Healthcare, Inc.
DBA: Edgewater Skilled Nursing Center
- Clear Skies Healthcare, Inc.
DBA: Garden View Post-Acute Rehabilitation
- Devonshire Healthcare, Inc.
DBA: Golden Hill Post Acute
- Mission Trails Healthcare LLC
DBA: Grossmont Post Acute Care
- Covenant Care California LLC
DBA: Huntington Park Nursing Center
- Rigby Creek Senior Living, Inc.
DBA: Katella Senior Living Community
- Nightfall Healthcare, Inc.
DBA: Lake Balboa Care Center
- Lemon Grove Health Associates LLC
DBA: Lemon Grove Care and Rehabilitation Center
- Sungazer Healthcare, Inc.
DBA: Lomita Post-Acute Care Center
- Glimmer Healthcare, Inc.
DBA: Madera Post Acute Center
- Jefferson Healthcare, LLC
DBA: Magnolia Post Acute Care
- La Veta Healthcare, Inc.
DBA: Mainplace Post Acute

PHSSC 01627

Portside Healthcare, Inc.

	Portside Healthcare, Inc. DBA: Mission Hills Post Acute Care
	Hollyleaf Healthcare, Inc. DBA: New Orange Hills
	Strawberry Pond Healthcare LLC DBA: Pacific Haven Subacute and Healthcare Center
	Gate Three Healthcare LLC DBA: Palm Terrace Healthcare and Rehabilitation Center
	West Escondido Healthcare LLC DBA: Palomar Vista Healthcare Center
	Parkside Healthcare, Inc. DBA: Parkside Health and Wellness Center
	Bell Villa Care Associates LLC DBA: Rose Villa Healthcare Center
	Sandpiper Senior Living LLC DBA: Sea Cliff Assisted Living
	HB Healthcare Associates LLC DBA: Sea Cliff Healthcare Center
	Rose Park Healthcare Associates, Inc. DBA: Shoreline Healthcare Center
	Claydelle Healthcare LLC DBA: Somerset Subacute and Care
	Bayside Healthcare, Inc. DBA: South Bay Post Acute Care
	Southland Management LLC DBA: Southland Care Center
	Southland Management LLC DBA: Southland Living
	Santa Catalina Healthcare, Inc. DBA: St. Catherine Healthcare
	Fullerton Healthcare, Inc. DBA: St. Elizabeth Healthcare Center
	Nautilus Healthcare, Inc. DBA: The Cove at La Jolla
	Tustin Hills Healthcare, Inc. DBA: The Hills Post Acute
	Ensign Whittier West LLC DBA: The Orchard Post Acute Care
	La Jolla Skilled, LLC DBA: The Springs at Pacific Regent La Jolla
	West Star Healthcare LLC DBA: Toluca Lake Transitional Care
	Costa Victoria Healthcare LLC DBA: Victoria Healthcare and Rehabilitation Center
	Anza Healthcare, Inc. DBA: Victoria Post Acute Care
	Vista Woods Health Associates LLC DBA: Vista Knoll Specialized Care Facility
	Ensign Whittier East LLC DBA: Whittier Hills Health Care Center

STATE OF NEVADA

BARBARA K. CEGAVSKE
Secretary of State



Commercial Recordings Division
202 N. Carson Street
Carson City, NV 89701
Telephone (775) 684-5708
Fax (775) 684-7138

North Las Vegas City Hall
2250 Las Vegas Blvd North, Suite 400
North Las Vegas, NV 89030
Telephone (702) 486-2880
Fax (702) 486-2888

KIMBERLEY PERONDI
Deputy Secretary for
Commercial Recordings

OFFICE OF THE
SECRETARY OF STATE

Certified Copy

9/26/2019 9:37:17 AM

Work Order Number: W2019092600504
Reference Number: 20190181840
Through Date: 9/26/2019 9:37:17 AM
Corporate Name: Flagstone Healthcare Central LLC

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State’s Office, Commercial Recordings Division listed on the attached report.

Document Number	Description	Number of Pages
20190181829	Articles of Conversion	4



Respectfully,

BARBARA K. CEGAVSKE
Nevada Secretary of State

Certified By: Ashley Pion
Certificate Number: B20190926246913
You may verify this certificate
online at <http://www.nvsos.gov>



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov
www.nvsilverflume.gov

Filed in the Office of <i>Barbara K. Cegavske</i>	Business Number E1818082019-1
Secretary State Of Nevada	Filing Number 20190181829
	Filed On 9/25/2019 4:45:00 PM
	Number of Pages 4

ABOVE SPACE IS FOR OFFICE USE ONLY

Articles of Conversion/Exchange/Merger

NRS 92A.200 and 92A.205

This filing completes the following: Conversion Exchange Merger

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGHLIGHT

1. Entity Information: (Constituent, Acquired or Merging)	Entity Name: <input type="text" value="Flagstone Healthcare Central, Inc."/> Jurisdiction: <input type="text" value="Nevada"/> Entity Type*: <input type="text" value="Corporation"/> <i>If more than one entity being acquired or merging please attach additional page.</i>
2. Entity Information: (Resulting, Acquiring or Surviving)	Entity Name: <input type="text" value="Flagstone Healthcare Central LLC"/> Jurisdiction: <input type="text" value="Nevada"/> Entity Type*: <input type="text" value="Limited liability company"/>
3. Plan of Conversion, Exchange or Merger: (select one box)	<input type="checkbox"/> The entire plan of conversion, exchange or merger is attached to these articles. <input checked="" type="checkbox"/> The complete executed plan of conversion is on file at the registered office or principal place of business of the resulting entity. The entire plan of exchange or merger is on file at the registered office of the acquiring corporation, limited-liability company or business trust, or at the records office address if a limited partnership, or other place of business of the acquiring entity (NRS 92A.200). <input type="checkbox"/> The complete executed plan of conversion for the resulting domestic limited partnership is on file at the records office required by NRS 88.330. (Conversion only)
4. Approval: (If more than one entity being acquired or merging please attach additional approval page.)	Exchange/Merger: Owner's approval (NRS 92A.200) (options a, b or c must be used for each entity) <input type="checkbox"/> A. Owner's approval was not required from the: <input type="checkbox"/> Acquired/merging <input type="checkbox"/> Acquiring/surviving <input type="checkbox"/> B. The plan was approved by the required consent of the owners of: <input type="checkbox"/> Acquired/merging <input type="checkbox"/> Acquiring/surviving <input type="checkbox"/> C. Approval of plan of exchange/merger for Nevada non-profit corporation (NRS 92A.160): Non-profit Corporations only: The plan of exchange/merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation. <input type="checkbox"/> Acquired/merging <input type="checkbox"/> Acquiring/surviving <input type="text"/> Name of acquired/merging entity <input type="text"/> Name of acquiring/surviving entity
5. Effective Date and Time: (Optional)	Date: <input type="text" value="09/25/2019"/> Time: <input type="text" value="11:55pm ET"/> (must not be later than 90 days after the certificate is filed)

* corporation, limited partnership, limited-liability limited partnership, limited-liability company or business trust.



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
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www.nvsilverflume.gov

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Articles of Conversion/Exchange/Merger

NRS 92A.200 and 92A.205

This filing completes the following: Conversion Exchange Merger

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGHLIGHT

4. Approval Continued:
 (If more than one entity being acquired or merging please attach additional approval page.)

Exchange/Merger:

Owner's approval (NRS 92A.200) (options a, b or c must be used for each entity)

- A. Owner's approval was not required from the:
 - Acquired/merging
 - Acquiring/surviving
- B. The plan was approved by the required consent of the owners of:
 - Acquired/merging
 - Acquiring/surviving
- C. Approval of plan of exchange for Nevada non-profit corporation (NRS 92A.160):
 Non-profit Corporations only: The plan of exchange/merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation.
 - Acquired/merging
 - Acquiring/surviving

Name of acquired/merging entity

Name of acquiring/surviving entity

4. Approval Continued:
 (If more than one entity being acquired or merging please attach additional approval page.)

Exchange/Merger:

Owner's approval (NRS 92A.200) (options a, b or c must be used for each entity)

- A. Owner's approval was not required from the:
 - Acquired/merging
 - Acquiring/surviving
- B. The plan was approved by the required consent of the owners of:
 - Acquired/merging
 - Acquiring/surviving
- C. Approval of plan of exchange for Nevada non-profit corporation (NRS 92A.160):
 Non-profit Corporations only: The plan of exchange/merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation.
 - Acquired/merging
 - Acquiring/surviving

Name of acquired/merging entity

Name of acquiring/surviving entity

* corporation, limited partnership, limited-liability limited partnership, limited-liability company or business trust.



BARBARA K. CEGAUSKE
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 Carson City, Nevada 89701-4201
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Articles of Conversion/Exchange/Merger

NRS 92A.200 and 91A.205

6. Forwarding Address for Service of Process:

(Conversion and Mergers only. If resulting/surviving entity is foreign)

Name	Country
Care of:	
Address	City State Zip/Postal Code

7. Amendment, if any, to the articles or certificate of the surviving entity. (NRS 92A.200):
 (Merger only) **

** Amended and restated articles may be attached as an exhibit or integrated into the articles of merger. Please entitle them "Restated" or "Amended and Restated," accordingly. The form to accompany restated articles prescribed by the secretary of state must accompany the amended and/or restated articles. Pursuant to NRS 92A.180 (merger of subsidiary into parent - Nevada parent owning 90% or more of subsidiary), the articles of merger may not contain amendments to the constituent documents of the surviving entity except that the name of the surviving entity may be changed.

8. Declaration:
 (Exchange and Merger only)

Exchange:

The undersigned declares that a plan of exchange has been adopted by each constituent entity (NRS 92A.200).

Merger: (Select one box)

The undersigned declares that a plan of merger has been adopted by each constituent entity (NRS 92A.200).

The undersigned declares that a plan of merger has been adopted by the parent domestic entity (NRS 92A.180).

9. Signature Statement: (Required)

Conversion:
 A plan of conversion has been adopted by the constituent entity in compliance with the law of the jurisdiction governing the constituent entity.

Signatures - must be signed by:

- If constituent entity is a Nevada entity: an officer of each Nevada corporation; all general partners of each Nevada limited partnership or limited-liability limited partnership; a manager of each Nevada limited-liability company with managers or one member if there are no managers; a trustee of each Nevada business trust; a managing partner of a Nevada limited-liability partnership (a.k.a. general partnership governed by NRS chapter 87).
- If constituent entity is a foreign entity: must be signed by the constituent entity in the manner provided by the law governing it.

Flagstone Healthcare Central, Inc.
 Name of constituent entity

Form will be returned if unsigned.
 This form must be accompanied by appropriate fees.



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
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www.nvsilverflume.gov

Articles of Conversion/Exchange/Merger

NRS 92A.200 and 91A.205

9. Signature Statement
 Continued: (Required)

Exchange:
 Signatures - Must be signed by: An officer of each Nevada corporation; All general partners of each Nevada limited partnership; All general partners of each Nevada limited-liability limited partnership; A manager of each Nevada limited-liability company with managers or a member if there are no Managers; A trustee of each Nevada business trust (NRS 92A.230)
 Unless otherwise provided in the certificate of trust or governing instrument of a business trust, an exchange must be approved by all the trustees and beneficial owners of each business trust that is a constituent entity in the exchange.
 The articles of exchange must be signed by each foreign constituent entity in the manner provided by the law governing it (NRS 92A.230). Additional signature blocks may be added to this page or as an attachment, as needed.

Merger:
 Signatures - Must be signed by: An officer of each Nevada corporation; All general partners of each Nevada limited partnership; All general partners of each Nevada limited-liability limited partnership; A manager of each Nevada limited-liability company with managers or one member if there are no managers; A trustee of each Nevada business trust (NRS 92A.230).
 The articles of merger must be signed by each foreign constituent entity in the manner provided by the law governing it (NRS 92A.230). Additional signature blocks may be added to this page or as an attachment, as needed.

10. Signature(s):
 (Required)

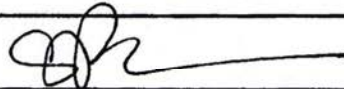
Name of acquired/merging entity

X _____ Title _____ Date _____
 Signature (Exchange/Merger)

If more than one entity being acquired or merging please attach additional page of information and signatures.

Name of acquiring/surviving entity

X _____ Title _____ Date _____
 Signature (Exchange/Merger)

X  _____ Title **Treasurer** Date **09/25/2019**
 Signature of Constituent Entity (Conversion)

Please include any required or optional information in space below:
 (attach additional page(s) if necessary)

OPERATING AGREEMENT

OF

FLAGSTONE HEALTHCARE CENTRAL LLC

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OPERATING AGREEMENT
OF
FLAGSTONE HEALTHCARE CENTRAL LLC

THIS OPERATING AGREEMENT is between FLAGSTONE HEALTHCARE CENTRAL LLC, a Nevada limited liability company (the “Company”) and THE ENSIGN GROUP, INC., a Delaware corporation (the “Member”).

RECITALS

THE ENSIGN GROUP, INC., a Delaware corporation, is the Company’s sole Member. The parties intend by this Agreement to define their rights and obligations with respect to the Company’s governance and financial affairs and to adopt regulations and procedures for the conduct of the Company’s activities. Accordingly, with the intention of being legally bound, they agree as follows:

ARTICLE 1: DEFINITIONS.

1.01 Scope. For purposes of this Agreement, unless the language or context clearly indicates that a different meaning is intended, capitalized terms have the meanings specified in this Article.

1.02 Defined Terms.

(a) “Act” means the Nevada Limited Liability Company Act and any successor statute, as amended from time to time.

(b) “Agreement” means this agreement, including any amendments.

(c) “Articles” means the Articles of Organization filed with the Secretary of State of the State of Nevada in connection with the conversion of the Company to a limited liability company, including any amendments.

(d) “Available Funds” means the Company’s gross cash receipts from operations, less the sum of: (1) payments of principal, interest, charges and fees pertaining to the Company’s indebtedness; (2) expenditures incurred incident to the usual conduct of the Company’s business; and (3) amounts reserved to meet the reasonable needs of the Company’s business.

(e) “Company” means FLAGSTONE HEALTHCARE CENTRAL LLC and any successor limited liability company.

(f) “Contribution” means anything of value that the Member contributes to the Company as a prerequisite for or in connection with membership, including any combination of cash, property, services rendered, a promissory note or any other obligation to contribute cash or property or render services.

(g) “Distribution” means the Company’s direct or indirect transfer of money or other property with respect to the Member’s Membership Interest.

(h) “Effective Date,” with respect to this Agreement, means the date on which the Company’s existence as a limited liability company begins, as prescribed by the Act.

(i) “Effective Time,” with respect to this Agreement, means September 25, 2019 at 11:55 p.m. (Eastern time).

(j) “Fiscal Year” means the calendar year.

(k) “Manager” means Barry Port.

(l) “Member” means THE ENSIGN GROUP, INC., a Delaware corporation, whose principal place of business is located at 29222 Rancho Viejo Road, Suite 127, San Juan Capistrano, California 92675.

(m) “Membership Interest” means the Member’s interest in the Company, consisting of the Member’s rights to the Company’s Profit, to receive Distributions, to participate in the Company’s governance, to approve the Company’s acts and to receive information pertaining to the Company’s affairs.

(n) “Person” means a natural person or an entity.

(o) “Profit,” as to a positive amount, and “Loss,” as to a negative amount, mean, for a Fiscal Year, the Company’s income or loss for the Fiscal Year, as determined in accordance with accounting principles appropriate to the Company’s method of accounting and consistently applied.

ARTICLE 2: THE COMPANY.

2.01 Formation. The Company was converted to a limited liability company by the filing of Articles of Conversion with the Secretary of State of the State of Nevada pursuant to the provisions of the Act, effective as of the Effective Time. The conversion of the Company to a limited liability company under the Act, the Articles of Conversion, the Articles, the filing of the Articles of Conversion and the Articles, and all actions taken by any person who executed or filed the Articles of Conversion or the Articles on behalf of the Company are hereby adopted, ratified and confirmed as acts of and on behalf of the Company, including without limitation, any actions taken by the organizer indicated in the Articles.

2.02 Status. The Company is a Nevada limited liability company organized under the Act.

2.03 Name. The Company’s name is FLAGSTONE HEALTHCARE CENTRAL LLC.

2.04 Term. The Company’s existence as a limited liability company commenced as of the Effective Date and shall continue until terminated under this Agreement.

2.05 Purpose. The Company’s purpose is to engage in any lawful act or activity for which a limited liability company may be organized under the Act.

2.06 Principal Place of Business. The Company’s principal place of business is located at 29222 Rancho Viejo Road, Suite 127, San Juan Capistrano, California 92675.

2.07 Resident Agent and Registered Office. The Company’s registered agent in Nevada is National Registered Agents, Inc. of NV, located at 311 S. Division St., Carson City, Nevada 89703.

2.08 Liability of the Member. All debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member.

ARTICLE 3: MANAGEMENT.

3.01 Management.

(a) Scope. The Member hereby designates the Manager to be the “manager of the Company and have full power, authority and discretion to manage and direct the Company’s business, affairs and properties, including, without limitation, the specific powers referred to in Article 3.01(b).

(b) Specific Powers. The Manager is authorized on the Company’s behalf to make all decisions as to (i) the sale, lease or other disposition of the Company’s assets; (ii) the purchase or other acquisition of other assets of all kinds; (iii) the management of all or any part of the Company’s assets and business; (iv) the borrowing of money and the granting of security interests in the Company’s assets (including loans from the Member); (v) the repayment, refinancing or extension of any mortgage affecting the Company’s assets; (vi) the compromise or release of any of the Company’s claims or debts; (vii) the payment of pensions and the establishment of pension plans, pension trusts, profit sharing plans, and benefit and incentive plans for the Member and the Company’s employees; (viii) the making of donations to the public welfare or for religious, charitable, scientific, literary or education purposes; (ix) the purchase of insurance on the life of any employee of the Member or the Company; (x) the participation in partnerships, joint ventures or other associations of any kind with any Person or Persons; and (xi) the making of all elections available to the Company under any federal or state tax law or regulations.

(c) Officers. The Manager may, from time to time as it deems advisable, appoint officers of the Company and assign titles (including, without limitation, President, Vice President, Secretary, and Treasurer) to any such person. The Manager may delegate to such officers such power and authority as the Manager deems advisable, including the power, acting individually or jointly, to represent and bind the Company in all matters, in accordance with the scope of their respective duties. Each officer shall hold office until his successor is designated by the Manager or until his earlier death, resignation or removal. Any officer may resign at any time upon written notice to the Manager. Any officer may be removed by the Manager with or without cause at any time. A vacancy in any office occurring because of death, resignation,

removal or otherwise, may, but need not, be filled by the Manager. The initial officers of the Company are as follows:

Adam Willits	President
Soon Burnam	Treasurer
Craig Fitch	Secretary

(d) Binding Effect. The act of the Manager will bind the Company, and no Person dealing with the Company shall have any obligation to inquire into the power or authority of the Manager to act on the Company's behalf.

3.02 Fiduciary Duties.

(a) Exculpation. Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, neither the Member, the Manager, nor any of their respective officers, directors, stockholders, partners, members, managers, employees, affiliates, representatives or agents of the Member, nor any officer, employee, representative or agent of the Company (individually, a "Covered Person" and, collectively, the "Covered Persons") shall be liable to the Company or any other person for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction contemplated hereby or thereby) taken or omitted by a Covered Person in good faith reliance on the provisions of this Agreement, provided such act or omission does not constitute willful misconduct, gross negligence, or a knowing violation of law.

(b) Limitation of Liability. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, the Member, the Manager and the Company hereby waive any and all fiduciary duties that, absent such waiver, may be implied by applicable law, and in doing so, acknowledge and agree that the duties and obligations of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member and the Manager to replace such other duties and liabilities of such Covered Person. To the extent that, at law or in equity, any Covered Person has duties and liabilities related thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for such Covered Person's good faith reliance on the provisions of this Agreement.

(c) Justifiable Reliance. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Profit or Loss of the Company or any facts pertinent to the existence and amount of assets from which Distributions might properly be paid) of the following Persons or groups: (i) one or more officers or employees of the Company; (ii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iii) any other Person selected in good faith by or on behalf

of the Company, in each case, as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence.

3.03 Compensation. The Company may compensate the Manager for services rendered to or on behalf of the Company. The Company will reimburse the Manager for reasonable expenses properly incurred on the Company's behalf.

3.04 Indemnification. To the fullest extent permitted by the Act, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative ("Claims"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of the fact that he, she or it is a Covered Person or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Article 3.04 with respect to (i) any Claim with respect to which such Covered Person has engaged in willful misconduct, gross negligence, or a knowing violation of law or (ii) any Claim initiated by such Covered Person unless such Claim (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Manager. Expenses incurred in defending any Claim by (y) the Manager or any officer, director, stockholder, partner, member, manager, or affiliate of the Manager shall be paid by the Company and (z) any other Covered Person may be paid by the Company, but only upon the prior written approval of the Member in its sole and absolute discretion, upon such terms and conditions, if any, as the Manager deems appropriate, in each case, in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Article 3.04.

3.05 Amendments. Any repeal or modification of this Article 3 by the Member shall not adversely affect any rights of such Covered Person pursuant to this Article 3, including the right to indemnification and to the advancement of expenses of a Covered Person, existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE 4: FINANCE.

4.01 Contributions.

(a) Member. The Member has previously made a contribution to the Company.

(b) Additional Contributions. The Member at any time may but is not required to make additional Contributions of cash and property to the Company.

(c) Contributions Not Interest Bearing. The Member is not entitled to interest or other compensation with respect to any cash or property the Member contributed to the Company.

4.02 Distributions.

(a) Available Funds. The Company will distribute its Available Funds to the Member in such amounts and at such times as the Member may determine.

(b) Limitation. The Company will make no Distribution unless, after the Distribution is made, the Company's assets are in excess of its liabilities.

ARTICLE 5: RECORDS AND ACCOUNTING.

5.01 Maintenance of Records.

(a) Required Records. The Company will maintain at its principal place of business such books, records and other materials as are reasonably necessary to document and account for its activities, including, without limitation, those required to be maintained by the Act.

(b) Member Access. The Member and the Member's authorized representative will have reasonable access to and may inspect and copy all books, records and other materials pertaining to the Company or its activities.

5.02 Accounting Method. The Company will account for its financial transactions using a method of accounting determined by the Member.

5.03 Reports. The Company will complete and file any periodic reports required by the Act or other applicable law.

ARTICLE 6: DISSOLUTION.

6.01 Dissolution.

(a) Events of Dissolution. The Company will dissolve upon the first to occur of:

- (1) the effectiveness of a determination by the Member that such dissolution shall occur;
- (2) any event that makes the Company ineligible to conduct its activities as a limited liability company under the Act; or
- (3) any event or circumstance that makes it unlawful or impossible for the Company to carry on its business.

(b) Exclusivity of Events. Unless specifically referred to in this Article 6.01, no event, including an event of dissolution prescribed by the Act, will result in the Company's dissolution.

6.02 Effect of Dissolution.

(a) Appointment of Liquidator. Upon the Company's dissolution, the Member will appoint a liquidator, who may but need not be the Member. The liquidator will wind up and liquidate the Company in an orderly, prudent and expeditious manner in accordance with this Article 6.02.

(b) Final Accounting. The liquidator will make proper accountings (1) to the end of the month in which the event of dissolution occurred; and (2) to the date on which the Company is finally and completely liquidated.

(c) Duties and Authority of Liquidator. The liquidator will make adequate provisions for the discharge of all of the Company's debts, obligations and liabilities. The liquidator may sell, encumber or retain for distribution in kind any of the Company's assets.

(d) Final Distribution. The liquidator will distribute any assets remaining after the discharge or accommodation of the Company's debts, obligations and liabilities to the Member.

(e) Required Filings. The liquidator will file with the Secretary of State of the State of Nevada such statements, certificates and other instruments, and take such other actions, as are reasonably necessary or appropriate to effectuate and confirm the cessation of the Company's existence.

ARTICLE 7: GENERAL PROVISIONS.

7.01 Amendments.

(a) Required Amendments. The Company and the Member will execute and file any amendment to the Articles required by the Act. If any such amendment results in inconsistencies between the Articles and this Agreement, this Agreement will be considered to have been amended in the specifics necessary to eliminate the inconsistencies.

(b) Other Amendments. The Company and the Member may amend this Agreement at any time in any respect that is consistent with the Articles and the Act.

7.02 Nominee. Title to the Company's assets may be held in the name of the Company or any nominee (including the Member so acting), as the Company determines. The Company's agreement with any nominee may contain provisions indemnifying the nominee for costs or damages incurred as a result of the nominee's service to the Company.

7.03 Resolution of Inconsistencies. If there are inconsistencies between this Agreement and the Articles, the Articles will control. If there are inconsistencies between this Agreement and the Act, this Agreement will control, except to the extent the inconsistencies relate to provisions of the Act that the Member cannot alter by agreement.

7.04 Additional Instruments. The Member will execute and deliver any document or statement necessary to give effect to the terms of this Agreement or to comply with any law, rule or regulation governing the Company's formation and activities.

7.05 Computation of Time. In computing any period of time under this Agreement, the day of the act or event from which the specified period begins to run is not included. The last day of the period is included, unless it is a Saturday, Sunday or legal holiday, in which case the period will run until the end of the next day that is not a Saturday, Sunday or legal holiday.

7.06 Entire Agreement. This Agreement and the Articles comprise the entire agreement among the parties with respect to the Company. This Agreement and the Articles supersede any prior agreements or understandings with respect to the Company. Any representation, statement or condition not contained in this Agreement or the Articles has no force or effect.

7.07 Waiver. No right under this Agreement may be waived, except by an instrument in writing signed by the party sought to be charged with the waiver.

7.08 General Construction Principles. Words in any gender are deemed to include the other genders. The singular is deemed to include the plural and vice versa. The headings and underlined paragraph titles are for guidance only and have no significance in the interpretation of this Agreement.

7.09 Binding Effect. This agreement is binding on and will inure to the benefit of the Company, the Member and their respective distributees, successors and assigns.

7.10 Governing Law. Nevada law governs the construction and application of the terms of this Agreement.

7.11 Tax. Unless otherwise determined by the Member, the Company shall be a disregarded entity for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes), and the Member and the Company shall timely make any and all necessary elections and filings for the Company to be treated as a disregarded entity for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes).

[INTENTIONALLY LEFT BLANK]

SIGNED on the respective dates set forth below, to be effective as of the Effective Time.

COMPANY:

**FLAGSTONE HEALTHCARE
CENTRAL LLC**, a Nevada limited liability
company

By: Soon Burnam 
Treasurer

Dated: September 25, 2019

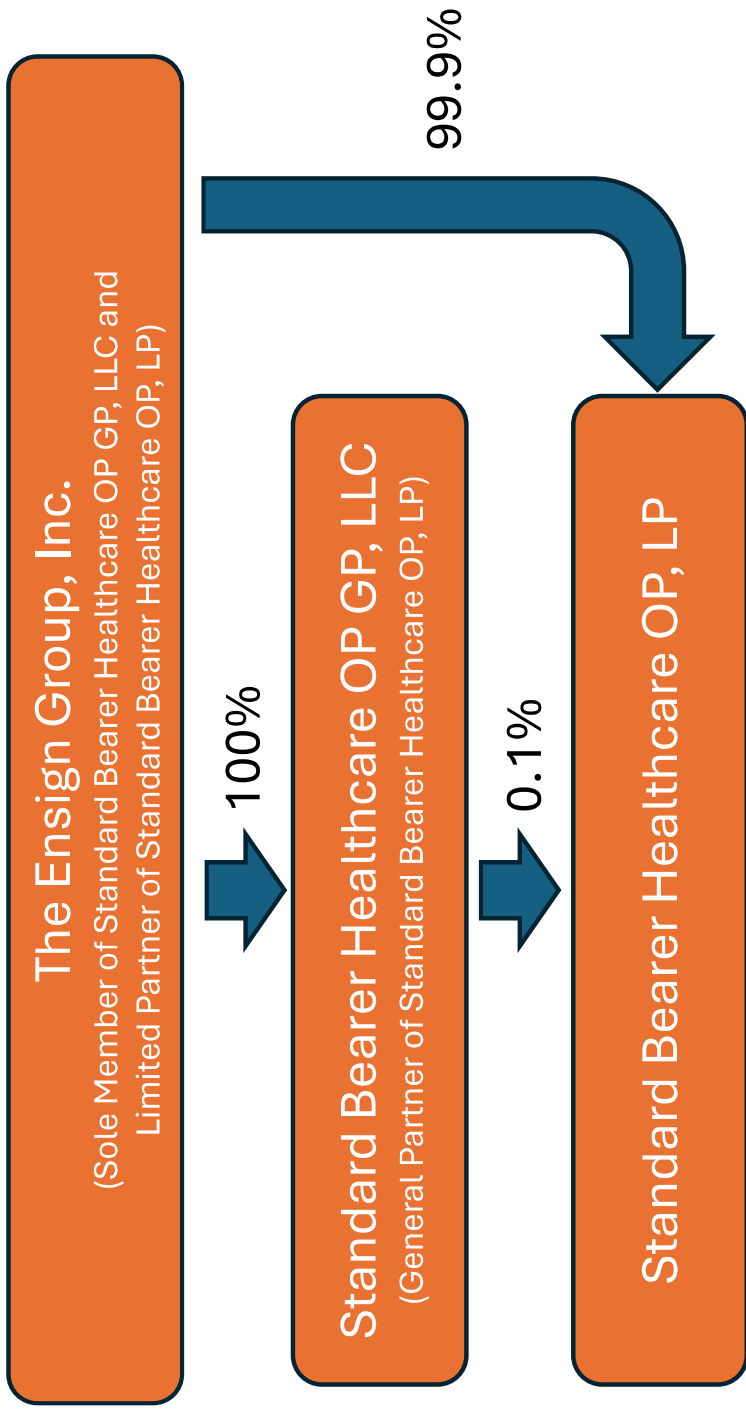
MEMBER:

THE ENSIGN GROUP, INC., a Delaware
corporation

By: Chad Keetch 
Executive Vice President and Secretary

Dated: September 25, 2019

Organizational Chart: Standard Bearer Healthcare OP GP, LLC



Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "NAVIS HEALTHCARE OP GP, LLC", FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF OCTOBER, A.D. 2021, AT 11:25 O`CLOCK A.M.




Jeffrey W. Bullock, Secretary of State

6339007 8100
SR# 20213625648

Authentication: 204531301
Date: 10-27-21

You may verify this certificate online at corp.delaware.gov/authver.shtml

PHSSC 01648

CERTIFICATE OF FORMATION

OF

NAVIS HEALTHCARE OP GP, LLC

This Certificate of Formation is being executed as of October 22, 2021, for the purpose of forming a limited liability company pursuant to the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101, et seq.

The undersigned, being duly authorized to execute and file this Certificate of Formation, does hereby certify as follows:

1. Name. The name of the limited liability company (the "Company") is Navis Healthcare OP GP, LLC.

2. Registered Office and Registered Agent. The address of the Company's registered office in the State of Delaware is c/o Cogency Global Inc., 850 New Burton Road, Suite 201, Dover, DE 19904. The name of the Company's registered agent at such address for service of process is Cogency Global Inc.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Formation as of the date first above written.

/s/ Chad Keetch

Chad Keetch
Authorized Person

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "NAVIS HEALTHCARE OP GP, LLC", CHANGING ITS NAME FROM "NAVIS HEALTHCARE OP GP, LLC" TO "STANDARD BEARER HEALTHCARE OP GP, LLC", FILED IN THIS OFFICE ON THE EIGHTH DAY OF NOVEMBER, A.D. 2021, AT 4:42 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

6339007 8100
SR# 20213736246

Authentication: 204644231
Date: 11-09-21

You may verify this certificate online at corp.delaware.gov/authver.shtml

PHSSC 01650

AMENDED AND RESTATED
CERTIFICATE OF FORMATION
OF
NAVIS HEALTHCARE OP GP, LLC

It is hereby certified that:

1. The name of the limited liability company (hereinafter called the “Company”) is Navis Healthcare OP GP, LLC.

2. The Company filed its original Certificate of Formation with the Delaware Secretary of State on October 27, 2021, under the name “Navis Healthcare OP GP, LLC”.

3. Pursuant to the provision of Section 18-202 and 18-208 of the Delaware Limited Liability Company Act, the Certificate of Formation of the Company is hereby amended and restated to read, in its entirety, as follows:

1. Name. The name of the limited liability company (the “Company”) formed hereby is Standard Bearer Healthcare OP GP, LLC.

2. Registered Office and Registered Agent. The address of the Company's registered office in the State of Delaware is c/o Cogency Global Inc., 850 New Burton Road, Suite 201, Dover, DE 19904. The name of the Company's registered agent at such address for service of process is Cogency Global Inc.

IN WITNESS WHEREOF, the undersigned has duly executed this Amended and Restated Certificate of Formation on behalf of the Company as of the 8th day of November, 2021.



Chad Keetch
President

**STANDARD BEARER HEALTHCARE OP GP,
LLC**

LIMITED LIABILITY COMPANY AGREEMENT

Dated as of November 8, 2021

This Limited Liability Company Agreement (this “Agreement”) of Standard Bearer Healthcare OP GP, LLC, a Delaware limited liability company (the “Company”), is entered into by The Ensign Group, Inc., a Delaware corporation, as the sole member of the Company (the “Managing Member”). The Managing Member hereby acknowledges the formation of the Company as a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-201, *et seq.*) (as the same may be amended from time to time, and any successor thereto, the “Act”) as of the date hereof, and hereby agree as follows:

1. Name. The name of the Company is “Standard Bearer Healthcare OP GP, LLC,” or such other name as may be determined from time to time by the Managing Member. The Certificate of Formation of the Company was filed in the office of the Secretary of State of the State of Delaware on October 27, 2021.
2. Purpose. The nature of the business or purposes to be conducted or promoted by the Company is to engage in any lawful act or activity for which limited liability companies may be organized under the Act or the laws of any jurisdiction in which the Company may do business. The Company may engage in any and all activities necessary, desirable or incidental to the accomplishment of the foregoing. Notwithstanding anything herein to the contrary, nothing set forth herein shall be construed as authorizing the Company to possess any purpose or power, or to do any act or thing, forbidden by law to a limited liability company organized pursuant to the Act or the laws of any jurisdiction in which the Company may do business.
3. Registered Agent and Office. The registered office of the Company in the State of Delaware is c/o Cogency Global Inc., 850 New Burton Road, Suite 201, Dover, DE 19904. The name of the Company’s registered agent at such address is Cogency Global Inc. The registered office and/or registered agent of the Company may be changed from time to time at the discretion of the Managing Member.

4. Managing Member. The name and address of the Managing Member are set forth on Schedule A hereto, as the same may be amended from time to time. As of the date hereof, the Managing Member holds such ownership interests of the Company (the “Ownership Interests”) as set forth on Schedule A hereto.

5. Management.

- (i) *Generally*. The business and affairs of the Company shall be managed by the Managing Member subject to Section 6(i). The Managing Member shall be the “manager” of the Company for the purposes of the Act.
- (ii) *Delegation; Generally*. The Managing Member may, from time to time, delegate to one or more Officers (as defined below) such authority and duties as the Managing Member may deem advisable.
- (iii) *Officers*. The management of the business and affairs of the Company by the Officers (as defined below) and the exercise of their powers shall be conducted under the supervision of and subject to the approval of the Managing Member.

6. Officers.

- (i) *Designation and Appointment*. The Managing Member may (but need not) from time to time designate and appoint one or more persons as officers of the Company (each, an “Officer”; collectively, the “Officers”). No Officer need be a resident of the State of Delaware. Any Officers so designated shall have such authority and perform such duties as the Managing Member may from time to time delegate to them. The Managing Member may assign titles to particular Officers. Unless the Managing Member otherwise decides, if the title is one commonly used for officers of a business corporation formed, the assignment of such title shall constitute the delegation to such Officer of the authority and duties that are normally associated with that office, subject to any specific delegation of authority and duties made to such Officer by the Managing Member pursuant to the terms hereunder. Each Officer shall hold office until such Officer’s successor shall be duly designated and shall qualify or until such Officer’s death or until such Officer shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the Officers and agents of the Company shall be fixed from time to time by the Managing Member. The initial Officers of the Company (constituting all of the initial officers of the Company) shall be as follows:

Chad Keetch	President
Lanie Mai	Treasurer
Craig Fitch	Secretary

- (ii) *Resignation; Removal; Vacancies.* Any Officer (subject to any contract rights available to the Company, if applicable) may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the Managing Member. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Any Officer may be removed as such, either with or without cause, by the Managing Member in its discretion at any time; provided, however, that such removal shall be without prejudice to the contract rights, if any, of the individual so removed. Designation of an Officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Managing Member and shall remain vacant until so filled.
- (iii) *Limitation of Liability.* Except as otherwise provided herein or in any agreement entered into by such person and the Company, and to the extent permitted by the Act, no present or former Managing Member or Officer of the Company shall be liable to the Company or to the Managing Member or any other Officer. The Managing Member and each Officer shall be entitled to rely upon the advice of legal counsel, independent public accountants and other experts, including financial advisors, and any act of or failure to act by the Managing Member or such Officer, as applicable, in good faith reliance on such advice shall in no event subject the Managing Member or such Officer, as applicable, to liability to the Company or the Managing Member. Each of the Officers and the Managing Member of the Company may manage the business of the Company as permitted hereunder in his or her sole discretion.
7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Managing Member, (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act or (c) at any time there are no members of the Company, unless the Company is continued in accordance with the Act.
8. Capital Contributions. The Managing Member shall contribute capital to the Company in such amounts and at such times as the Managing Member may deem appropriate in their sole discretion. The Managing Member is not required to make any additional capital contribution to the Company.
9. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Managing Member.
10. Distributions. Distributions shall be made to the Managing Member at the times and in the aggregate amounts determined by the Managing Member.
11. Assignments. The Managing Member may assign in whole or in part its Ownership Interests in the Company.
12. Resignation. The Managing Member may not resign from the Company unless a substitute member is simultaneously admitted as a member of the Company.

13. Admission of Additional Members. One (1) or more additional members of the Company may be admitted to the Company with the consent of the Managing Member, and this Agreement shall be amended at such time to reflect such admission.
14. Liability of the Managing Member. The Managing Member shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Act.
15. Indemnification. The Company shall, to the fullest extent authorized by the Act, indemnify and hold harmless any member, the Managing Member or Officer of the Company (each, an “Indemnified Person”) from and against any and all claims and demands arising by reason of the fact that such person is, or was, a member, the Managing Member or Officer of the Company. Except as otherwise determined by the Managing Member in the specific circumstance, expenses, including attorneys’ fees and expenses, incurred by any such Indemnified Person in defending a proceeding shall be paid by the Company in advance of the final disposition of such proceeding, including any appeal therefrom, upon receipt of an undertaking, in form and substance reasonably acceptable to the Managing Member, by or on behalf of such Indemnified Person to repay such amount if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by the Company.
16. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.
17. Amendments. This Agreement may be amended only by a written instrument executed by the Managing Member.
18. Entire Agreement. This Agreement embodies the entire agreement and understanding of the Managing Member hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such matter.

* * * * *

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Limited Liability Company Agreement as of the date first written above.

MANAGING MEMBER:

THE ENSIGN GROUP, INC.

By:  _____

Name: Chad Keetch

Title: Executive Vice President

Schedule A

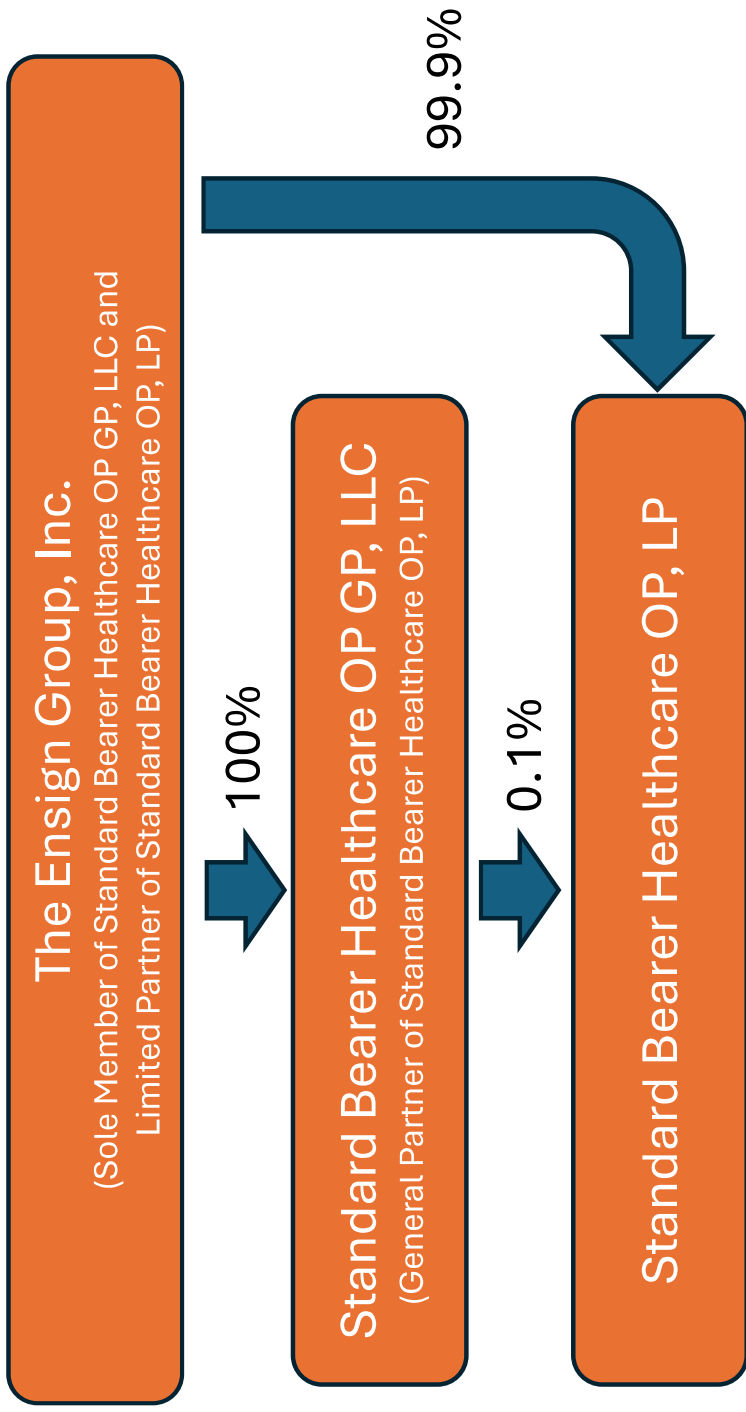
Name and Address

Units

The Ensign Group, Inc.
29222 Rancho Viejo Road Suite 127
San Juan Capistrano, CA 92675

10,000

Organizational Chart: Standard Bearer Healthcare OP, LP



Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF LIMITED PARTNERSHIP OF "NAVIS HEALTHCARE OP, LP", FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF OCTOBER, A.D. 2021, AT 11:26 O`CLOCK A.M.



Jeffrey W. Bullock, Secretary of State

6339012 8100
SR# 20213625658

Authentication: 204531326
Date: 10-27-21

You may verify this certificate online at corp.delaware.gov/authver.shtml

PHSSC 01659

CERTIFICATE OF LIMITED PARTNERSHIP

OF

NAVIS HEALTHCARE OP, LP

This Certificate of Limited Partnership of Navis Healthcare OP, LP is being executed as of October 22, 2021, by Navis Healthcare OP GP, LLC, a Delaware limited liability company, as the sole general partner of the limited partnership, for the purpose of forming a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17.

The undersigned, being duly authorized to execute and file this Certificate of Limited Partnership, does hereby certify as follows:

1. Name. The name of the limited partnership is Navis Healthcare OP, LP (the "Partnership").

2. Registered Office and Registered Agent in the State of Delaware. The address of the Partnership's registered office is c/o Cogency Global Inc., 850 New Burton Road, Suite 201, Dover, DE 19904, and its initial registered agent at such address for service of process is Cogency Global Inc.

3. General Partner. The name and the business mailing address of the sole general partner are:

Navis Healthcare OP GP, LLC
c/o The Ensign Group, Inc.
29222 Rancho Viejo Road Suite 127
San Juan Capistrano, CA 92675

IN WITNESS WHEREOF, the undersigned, being the sole general partner of the limited partnership, has duly executed this Certificate of Limited Partnership as of the date first above written.

NAVIS HEALTHCARE OP GP, LLC

By: /s/ Chad Keetch
Name: Chad Keetch
Title: Authorized Person

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "NAVIS HEALTHCARE OP, LP", CHANGING ITS NAME FROM "NAVIS HEALTHCARE OP, LP" TO "STANDARD BEARER HEALTHCARE OP, LP", FILED IN THIS OFFICE ON THE EIGHTH DAY OF NOVEMBER, A.D. 2021, AT 4:42 O`CLOCK P.M.



Jeffrey W. Bullock, Secretary of State

6339012 8100
SR# 20213736252

Authentication: 204657456
Date: 11-10-21

You may verify this certificate online at corp.delaware.gov/authver.shtml

PHSSC 01661

AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP
OF
NAVIS HEALTHCARE OP, LP

It is hereby certified that:

1. The name of the limited partnership (hereinafter called the "Partnership") is Navis Healthcare OP, LP.
2. The Partnership filed its original Certificate of Limited Partnership with the Delaware Secretary of State on October 27, 2021, under the name "Navis Healthcare OP, LP".
3. Pursuant to the provision of Section 17-202 and Section 17-210 of the Delaware Revised Uniform Limited Partnership Act, the Certificate of Limited Partnership of the Partnership is hereby amended and restated to read, in its entirety, as follows:

1. Name. The name of the limited partnership is Standard Bearer Healthcare OP, LP (the "Partnership").
2. Registered Office and Registered Agent in the State of Delaware. The address of the Partnership's registered office is c/o Cogency Global Inc., 850 New Burton Road, Suite 201, Dover, DE 19904, and its initial registered agent at such address for service of process is Cogency Global Inc.
3. General Partner. The name and the business mailing address of the sole general partner are:

Standard Bearer Healthcare OP GP, LLC
c/o The Ensign Group, Inc.
29222 Rancho Viejo Road Suite 127
San Juan Capistrano, CA 92675

IN WITNESS WHEREOF, the undersigned has duly executed this Amended and Restated Certificate of Formation on behalf of the Company as of the 8th day of November, 2021.

STANDARD BEARER HEALTHCARE OP GP, LLC, its General
Partner

/s/ Chad Keetch
Chad Keetch
President

AGREEMENT OF LIMITED PARTNERSHIP
OF
STANDARD BEARER HEALTHCARE OP, LP

THIS AGREEMENT OF LIMITED PARTNERSHIP (this "Agreement") of Standard Bearer Healthcare OP, LP, a Delaware limited partnership (the "Partnership"), is dated and effective as of November 8, 2021, by and between Standard Bearer Healthcare OP GP, LLC, a Delaware limited liability company, as general partner (the "Initial General Partner" and the Initial General Partner and any successor or assign as general partner, the "General Partner"), and The Ensign Group, Inc., a Delaware corporation, as limited partner (the "Initial Limited Partner" and the Initial Limited Partner and any successor or assign as limited partner, the "Limited Partner" and together with the General Partner, the "Partners").

WHEREAS, the Initial General Partner and the Initial Limited Partner intend to form Standard Bearer Healthcare OP, LP as a Delaware limited partnership under and pursuant to this Agreement and the Delaware Revised Uniform Limited Partnership Act, Del. Code Tit. 6, Section 17-101, et seq. (as amended from time to time, the "Act"), upon the execution and filing with the Secretary of State of the State of Delaware (the "State Office") of a certificate of limited partnership (as amended from time to time, the "Certificate") complying with the requirements of the Act:

WITNESSETH:

In consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Name. The name of the Partnership formed hereby shall be Standard Bearer Healthcare OP, LP, or such other name as the General Partner may from time to time hereafter determine, the execution and filing with the State Office of the Certificate by the General Partner to be conclusive evidence of any such determination.
2. Purpose. The Partnership is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Partnership is, engaging in any lawful act or activity for which limited partnerships may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.
3. Principal Business Address. The address of the Partnership is c/o The Ensign Group, Inc., 29222 Rancho Viejo Road, Suite 127, San Juan Capistrano, CA 92675.
4. Registered Office and Agent. The address of the Partnership's registered office in the State of Delaware is located at c/o Cogency Global Inc., 850 New Burton Road, Suite 201, Dover, DE 19904. The name of the registered agent at such address shall be Cogency Global Inc.

5. Partners. The names and the business addresses of the Initial General Partner and the Initial Limited Partner are as follows:

Initial General Partner:

Standard Bearer Healthcare OP GP, LLC
c/o The Ensign Group, Inc.
29222 Rancho Viejo Road Suite 127
San Juan Capistrano, CA 92675

Initial Limited Partner:

The Ensign Group, Inc.
29222 Rancho Viejo Road Suite 127
San Juan Capistrano, CA 92675

6. Powers. The powers of the General Partner include all powers, statutory and otherwise, possessed by general partners under the laws of the State of Delaware.

7. Officers. The management of the business and affairs of the Partnership by the officers ("Officers") and the exercising of their powers shall be conducted under the supervision of and subject to the approval of the General Partner.

Designation and Appointment. The General Partner may (but need not), from time to time, designate and appoint one or more persons as an Officer of the Company. The General Partner may assign titles to particular Officers. Unless the General Partner otherwise decides, if the title is one commonly used for officers of a business corporation formed, the assignment of such title shall constitute the delegation to such Officer of the authority and duties that are normally associated with that office. Each Officer shall hold office until such Officer's successor shall be duly designated and qualified or until such Officer's death or until such Officer shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the Officers and agents of the Partnership shall be fixed from time to time by the General Partner.

(a) Resignation; Removal; Vacancies. Any Officer (subject to any contract rights available to the Partnership, if applicable) may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the General Partner. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Any Officer may be removed as such, either with or without cause, by the General Partner in its discretion at any time; provided, however, that any such removal shall be without prejudice to the contract rights, if any, of the individual so removed. Designation of an Officer shall not of itself create contract rights. Any vacancy occurring in any office of the Partnership may be filled by the General Partner and shall remain vacant until filled by the General Partner.

8. Dissolution. The Partnership shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (a) the General Partner approves (or if there is more than one general partner of the Partnership, then all of the general partners of the Partnership approve) the dissolution, (b) an event of withdrawal of a general partner of the Partnership has occurred under the Act or (c) an entry of a decree of judicial dissolution has occurred under Section 17-802 of the Act; provided, however, the Partnership shall not be dissolved or required to be wound up upon an event of withdrawal of a general partner of the Partnership described in Section 7(b) if (i) at the time of such event of withdrawal, there is at least one (1) other general partner of the Partnership who carries on the business of the Partnership (any

remaining general partner being hereby authorized to carry on the business of the Partnership) or (ii) within ninety (90) days after the occurrence of such event of withdrawal, all remaining Partners agree in writing to continue the business of the Partnership and to the appointment, effective as of the date of the event of withdrawal, of one (1) or more additional general partners of the Partnership.

9. Capital Contributions. The Partners have contributed the following amounts, in cash, and no other property, to the Partnership:

Initial General Partner:	
Standard Bearer Healthcare OP GP, LLC	\$0.00
Initial Limited Partner:	
The Ensign Group, Inc.	\$1.00

10. Additional Contributions. No Partner is required to make any additional capital contribution to the Partnership.

11. Allocation of Profits and Losses. The Partnership's profits and losses shall be allocated in proportion to the capital contributions of the Partners.

12. Distributions. Distributions shall be made to the Partners at the times and in the aggregate amounts determined by the General Partner. Such distributions shall be allocated among the Partners in the same proportion as their then capital account balances.

13. Assignments.

(a) The Limited Partner may assign all or any part of its interest in the Partnership and may withdraw from the Partnership only with the consent of the General Partner and upon such assignment, the assignee shall be, without the requirement of any further action, admitted as a limited partner of the Partnership with respect to the interest so assigned and shall be bound by all of the terms and provisions of this Agreement. The acknowledgement or execution of definitive documents by the Partnership or the General Partner with respect to any such assignment shall constitute such consent. In the event that an assignment made in accordance with this Section 13(a) is of all of a Limited Partner's interest, the assignee shall immediately become admitted as a limited partner of the Partnership, upon such admission, the assignor will be withdrawn from, and cease to be a limited partner of, or have any interest in, the Partnership, such assignor shall not be entitled to any distribution, payment or other consideration from the Partnership, whether under this Agreement, Sections 17-601 or 17-604 of the Act or otherwise, and the Partnership shall continue without dissolution.

(b) The General Partner may assign all or any part of its interest in the Partnership and may withdraw from the Partnership without the consent of any Limited Partner and, upon such assignment, the assignee shall be bound by all of the terms and provisions of this Agreement and shall be admitted to the Partnership as a general partner, and if that assignment is of all of a General Partner's interest, immediately after the admission to the Partnership of the assignee, the assignor shall be withdrawn from, and cease to be a partner of, or have any interest in, the Partnership, and such assignor shall not be entitled to any distribution, payment or other consideration from the Partnership, whether under this Agreement, Sections 17-601 or 17-604 of the Act or otherwise, such new general partner of the Partnership is authorized to carry on the business of the Partnership and the Partnership will continue without dissolution, in each case, automatically and without the requirement of any further action. In accordance with Section 17-202 of the Act, within ninety (90) days after any such assignment, the Certificate shall be amended to reflect the change of the new general partner of the Partnership.

14. Withdrawal. Except to the extent set forth in Section 13, no right is given to any Partner to withdraw from the Partnership.

15. Admission of Additional or Substitute Partners.

(a) Subject to Section 13(a) of this Agreement, one (1) or more additional or substitute limited partners of the Partnership may be admitted to the Partnership with only the consent of the General Partner.

(b) Subject to Section 13(b) of this Agreement, one (1) or more additional or substitute general partners of the Partnership may be admitted to the Partnership with only the consent of the General Partner.

16. Liability of Limited Partner. The Limited Partner shall not have any liability for the obligations or liabilities of the Partnership except to the extent provided in the Act.

17. Certain Tax Filings.

(a) The Partners hereby authorize each Tax Filing Authorized Person (as defined below), and such other person as the General Partner shall designate from time to time, acting alone, to file tax forms SS-4, W-8 BEN, W-8 IMY, W-9, 8832 and 2553, such other similar tax forms as are customary to file with any state, local or foreign governmental authorities in connection with the formation, activities and/or elections of a limited partnership and such other tax forms as may be approved from time to time by the General Partner. The Partners further hereby ratify and approve any such filing made by the Tax Filing Authorized Person or such other person prior to the date hereof.

(b) "Tax Filing Authorized Persons" for purposes of the foregoing means the General Partner.

(c) Any Tax Filing Authorized Person's authority may be revoked, either with or without cause, by the General Partner at any time.

18. Amendment. This Agreement may be amended from time to time by the General Partner without the consent of any Limited Partner.

19. Entire Agreement; No Amendment or Waiver. This Agreement supersedes all prior agreements with respect to the subject matter hereof. This instrument reflects the terms of the Partners' the entire agreement with respect to such subject matter. This instrument may not be amended, supplemented or discharged, and no provision hereof may be modified or waived, except expressly by an instrument in writing signed by the General Partner. No waiver of any provision hereof shall be deemed a waiver of any other provision nor shall any such waiver by any party be deemed a continuing waiver of any matter. No amendment, modification, supplement, discharge or waiver hereof or hereunder shall require the consent of any person not a party to this Agreement.

20. GOVERNING LAW AND VENUE. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO ANY CHOICE OF LAW OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE. TO THE FULLEST EXTENT PERMITTED BY LAW, ALL MATTERS LITIGATED THAT INVOLVE THIS AGREEMENT OR ANY

RELATED DOCUMENTS OR MATTERS HEREUNDER SHALL BE BROUGHT ONLY IN DOVER, KENT COUNTY, DELAWARE.

21. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby, and the intent of this Agreement shall be enforced to the greatest extent permitted by law.


* * * * *

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Agreement of Limited Partnership as of the day and year first written above.

INITIAL GENERAL PARTNER:

**STANDARD BEARER HEALTHCARE OP
GP, LLC,**
a Delaware limited liability company

By: The Ensign Group, Inc.
Its: Managing Member

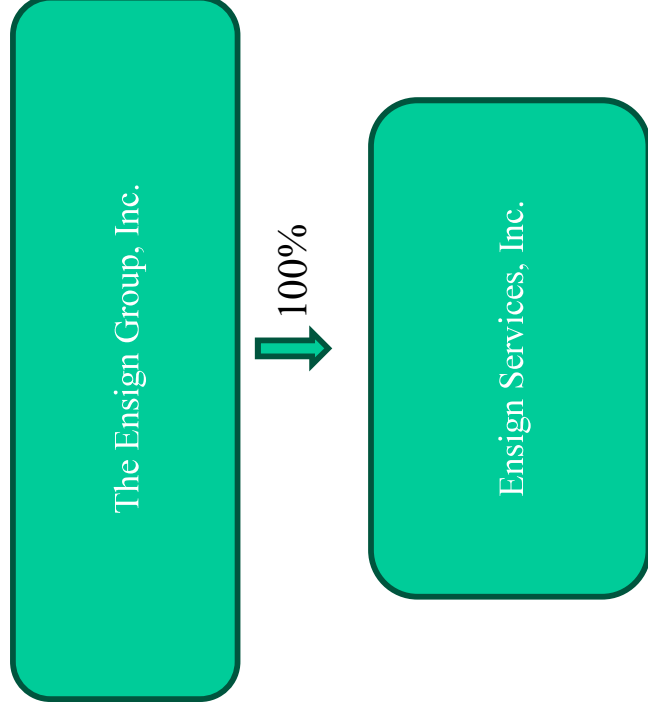
By: 
Name: Chad Keetch
Its: President

INITIAL LIMITED PARTNER:

THE ENSIGN GROUP, INC.,
a Delaware corporation

By: 
Name: Chad Keetch
Its: Executive Vice President

Organization Chart: Ensign Services, Inc.



JUL 23 2002

IN THE OFFICE OF
Dean Hill
DEAN HILLER SECRETARY OF STATE

Articles of Incorporation
of

ENSIGN FACILITY SERVICES, INC.,

a Nevada Corporation

THE UNDERSIGNED, to form a Corporation under Chapter 78 of the Nevada Revised Statutes, certifies:

1. NAME:

The name of the Corporation is "ENSIGN FACILITY SERVICES, INC."

2. RESIDENT AGENT:

The Resident Agent of the corporation shall be ALBRIGHT, STODDARD, WARNICK & ALBRIGHT, whose street address where process may be served upon the corporation is 801 South Rancho Drive, Suite D-4, Las Vegas, Nevada 89106.

3. CAPITAL STOCK:

The total authorized capital stock of the Corporation shall consist of Two Thousand Five Hundred (2,500) common shares with no par value.

4. DIRECTORS:

The members of the governing Board of the Corporation shall be styled Directors and the number thereof shall be determined as set forth in the Bylaws of the Corporation; however, the number of Directors shall not be less than one (1) nor more than three (3), each of whom shall be at least 18 years of age. Directors need not be shareholders. The name and address of the members of the first Board of Directors, which shall consist of

one (1) person who shall hold office until his successor is duly elected and qualified, is as follows:

<u>Name</u>	<u>Post Office Address</u>
CHRISTOPHER R. CHRISTENSEN	508 Calle Amigo San Clemente, CA 92673

5. INDEMNIFICATION OF OFFICERS AND DIRECTORS:

Pursuant to the provisions of Sections 78.7502, 78.751, and 78.752 of the Nevada Revised Statutes, the expenses of officers and directors of the corporation incurred in defending a civil or criminal action, suit or proceeding must be paid by the corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the directors or officers to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the corporation. Further, the corporation may purchase and maintain insurance or make other financial arrangements on behalf of any director, officer, employee or agent of the corporation for any liability asserted against him and liability and expenses incurred by him in his capacity as a director, officer, employee or agent, or arising out of his status as such, whether or not the corporation has the authority to indemnify him against such liability and expense.

6. INCORPORATOR:

The name and post office address of the incorporator signing these Articles of Incorporation is as follows:

Name

Post Office Address

WHITNEY B. WARNICK

801 South Rancho Drive, Suite D-4
Las Vegas, Nevada 89106

7. PURPOSE:

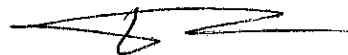
The nature of the business or objects or purposes proposed to be transacted, promoted or carried on by the Corporation are to engage in any lawful activity without limitation.

8. NON-ASSESSABLE:

The capital stock of the Corporation after the amount of the subscription price has been paid in full shall not be subject to assessment and no stock issued as fully paid up shall ever be assessable, or assessed, and the Articles of Incorporation shall not be amended in this particular.

9. TERM:

The Corporation shall have perpetual existence.

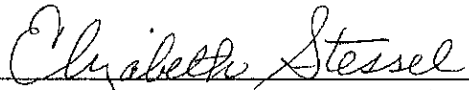


WHITNEY B. WARNICK

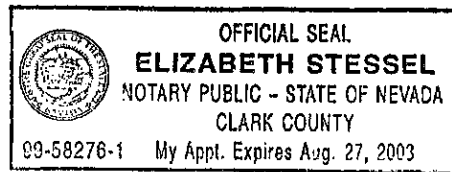
STATE OF NEVADA)
)
COUNTY OF CLARK)

On this 26 day of July, 2002, before me the undersigned, a Notary Public in and for said County and State, personally appeared WHITNEY B. WARNICK, known to me to

be the person whose signature is subscribed to the foregoing Articles of Incorporation and who duly acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.



NOTARY PUBLIC in and for said
County and State



SECRETARY OF STATE



CERTIFICATE OF NAME CHANGE

I, ROSS MILLER, the duly qualified and elected Nevada Secretary of State, do hereby certify that on January 26, 2012, a Certificate of Amendment to its Articles of Incorporation changing the name to **ENSIGN SERVICES, INC.**, was filed in this office by **ENSIGN FACILITY SERVICES, INC.**. Said change of name has been made in accordance with the laws of the State of Nevada and that said Certificate of Amendment is now on file and of record in this office.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on April 5, 2012.

ROSS MILLER
Secretary of State

Certified By: Chris Thomann
Certificate Number: C20120405-2023
You may verify this certificate
online at <http://www.nvsos.gov/>

BYLAWS
OF
ENSIGN FACILITY SERVICES, INC.,
a Nevada Corporation

ARTICLE I

MEETINGS OF STOCKHOLDERS

The Annual Meeting of the Stockholders of the Corporation shall be held at the hour of 11:00 a.m. on the 3rd Thursday of July of each year, for the purpose of electing Directors of the Corporation to serve during the ensuing year and for the transaction of any business brought before the meeting. The Annual Meeting of the Stockholders of the Corporation shall be held at its office in Las Vegas, Nevada, and these Bylaws shall be deemed to be sufficient notice of such meeting; provided, however, the Board of Directors may designate any other location within or without the state of Nevada for the Annual Meeting by providing written notice thereof which shall be mailed by first class mail at least ten (10) days prior to the Annual Meeting, addressed to each of the Stockholders of record at the time of mailing at his last known address as it appears on the books of the Corporation; and if no address appears on the books, Las Vegas, Nevada, shall be a sufficient address.

Special meetings of the Stockholders may be held at any location within or without the state of Nevada, when called by the President, the Board of Directors, or by an instrument in writing signed by the holders of fifty-one percent (51%) of the issued and outstanding stock of the Corporation. Written notice of such meeting shall be mailed by first class mail at least ten (10) days prior to such meeting, addressed to each of the Stockholders of record at the time of mailing at his last known address as it appears on the books of the Corporation; and if no address appears on the books, Las Vegas, Nevada, shall be a sufficient address.

Whenever all of the Stockholders shall meet in person or by proxy, such meeting shall be valid for all purposes without call or notice.

At all Stockholders' meetings, the holders of fifty-one percent (51%) of the issued and outstanding stock of the Corporation shall constitute a quorum. Each Stockholder shall have one (1) vote for each share of stock standing registered in his name on the books of the Corporation ten (10) days preceding any meeting.

An act of Stockholders who own at least a majority of the voting power and are present at a meeting at which a quorum is present is the act of the Stockholders.

Any action required or permitted to be taken at a meeting of the Stockholders (whether the Annual Meeting or a special meeting) may be taken without a meeting if a written consent thereto is signed by Stockholders holding at least a majority of the voting power, except that if a different proportion of voting power is required for such an action at a meeting, then that proportion of written consent is required.

In no instance where action is authorized by written consent need a meeting of Stockholders be called or notice given. The written consent must be filed with the minutes of the proceedings of the Stockholders.

Stockholders may participate in a meeting of Stockholders (whether the Annual Meeting or a special meeting) by means of a telephone conference or similar method of communication by which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this paragraph constitutes presence in person at the meeting.

Any meeting of the Stockholders (whether the Annual Meeting or a Special Meeting) may be held concurrently with the Stockholders meeting of any affiliate corporation.

ARTICLE II DIRECTORS AND THEIR DUTIES

The Board of Directors of the Corporation shall not be less than one (1), nor more than three (3) persons, each of whom shall be at least 18 years of age; however, they need not be shareholders. The first Board of Directors of the corporation shall consist of one (1) person; however, the number of Directors may be changed at any time by Stockholders holding at least a majority of the voting power of the Stockholders.

The Directors shall be chosen by the Stockholders annually at the Annual Meeting of the Corporation and shall hold office for one (1) year and until their successors are elected and qualify. Directors shall be subject to removal at any time by the Stockholders; and, unless elected by the Stockholders, the remaining Directors, by the affirmative vote of the majority thereof, shall elect a successor to hold office for the unexpired term of any Director whose place shall have become vacant.

The regular Annual Meeting of the Board of Directors of the Corporation shall be held either concurrently with and as a part of the Annual Meeting of the Stockholders, or immediately after the Annual Meeting of the Stockholders, at the same location as the

Annual Meeting of Stockholders. Special Meetings of the Board of Directors may be held at any location within or without the State of Nevada when called by the President or a majority of the Directors. Written notice of such meeting shall be mailed by first class mail at least four (4) days prior to such meeting, addressed to each director at his last known address as it appears on the books of the Corporation; and if no address appears on such books, Las Vegas, Nevada, shall be a sufficient address.

Whenever all of the Directors shall meet, such meeting shall be valid for all purposes without call or notice.

A simple majority of the Board of Directors in office (of the Corporation) at a meeting duly assembled, is necessary to constitute a quorum for the transaction of business, and the act of a majority of the Directors present at a meeting at which a quorum is present is the act of the Board of Directors.

The Board of Directors is invested with the complete and unrestrained authority in the management of all of the affairs of the Corporation and is authorized to exercise for such purposes, as the general agent of the Corporation, its entire corporate authority.

Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if, before or after the action, a written consent thereto is signed by all of the members of the Board of Directors. The written consent must be filed with the Minutes of the proceedings of the Board of Directors.

The members of the Board of Directors of the Corporation may participate in a meeting of the Board by means of a telephone conference or similar method of communication by which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Paragraph constitutes presence in person at the meeting.

Any meeting of the Board of Directors (whether the Annual Meeting or a Special Meeting) may be held concurrently with the meeting of the Board of Directors of any affiliate corporation.

ARTICLE III

OFFICERS AND THEIR DUTIES

The Board of Directors of the Corporation shall elect a President, one or more Vice Presidents, a Secretary and Treasurer and Assistant Secretaries and Assistant Treasurers as desired, to hold office for one year and until their successors are elected and qualify. The

Board of Directors may also, as desired, elect a Controller and a Chairman of the Board of Directors to hold office for one (1) year and until their successors are elected and qualify. Any vacancy in any of the aforesaid offices may be filled by the Board of Directors, and all officers shall be subject to removal at any time by the Board of Directors.

The President shall be the executive officer of the Corporation and shall have the supervision and direction of the Corporation's affairs under the Board of Directors with full power to execute all resolutions and orders of the Board of Directors not especially entrusted to some other officer. He shall preside at all Directors' and Stockholders' meetings, (except that if there is a Chairman of the Board of Directors, he shall preside at all Directors meetings, if present), and shall sign the certificates of stock issued by the Corporation and shall perform such other duties as are prescribed by the Board of Directors.

The Vice Presidents shall be vested with all the powers and perform all of the duties of the President in his absence or inability to act, and shall perform such other duties as shall be prescribed by the Board of Directors.

The Secretary and any Assistant Secretaries shall keep the Minutes of all meetings of the Board of Directors and Stockholders, and perform such other duties as shall be prescribed by the Board of Directors.

The Treasurer and any Assistant Treasurers shall have the custody of all of the funds and securities of the Corporation and shall perform such other duties as shall be prescribed by the Board of Directors.

The Controller shall assist the Treasurer (and any Assistant Treasurers) in the performance of his (their) duties as shall be prescribed by the Board of Directors.

The Chairman of the Board of Directors shall preside at all meetings of the Board of Directors, if present, and shall perform such other duties as are prescribed by the Board of Directors.

ARTICLE IV

CAPITAL STOCK

Ownership of stock in the Corporation shall be evidenced by certificates of stock in such forms as prescribed by the Board of Directors and shall be under the seal of the Corporation and signed by the President or a Vice President and also by the Secretary or an Assistant Secretary.

No transfer of stock shall be valid as against the Corporation except on surrender and cancellation of the certificate therefor, accompanied by an assignment or transfer by the owner thereof, made either in person or under assignment. A new certificate shall be issued therefor.

The stock transfer books shall be closed for all meetings of the Stockholders for the period of ten (10) days prior to such meetings and shall be closed for the payment of dividends during such periods as from time to time may be fixed by the Board of Directors, and during such periods no stock shall be transferable.

Any person or persons applying for a certificate of stock in lieu of one alleged to have been lost or destroyed shall make an affidavit or affirmation of the fact, and shall deposit said affidavit with the Corporation. Whereupon, at the end of six (6) months after the deposit of said affidavit and upon such person or persons giving bond of indemnity to the Corporation with surety to be approved by the Board of Directors in double the current value of the stock against any damage, loss or inconvenience to the Corporation which may or can arise in consequence of a new or duplicate certificate being issued in lieu of the one lost or missing, the Board of Directors may cause to be issued to such person or persons a new certificate, or a duplicate of the certificated so lost or destroyed. The Board of Directors may, in its discretion, refuse to issue such new or duplicate certificate save upon the order of some court having jurisdiction in such matters, anything herein to the contrary notwithstanding.

ARTICLE V

OFFICES AND BOOKS

The principal office of the Corporation in Nevada is 801 South Rancho Drive, Quail Park, Suite D-4, Las Vegas, Nevada 89106, and the Corporation may have a principal office in any other state or territory as the Board of Directors may designate.

A copy of the Bylaws, duplicate stock ledger and Articles of Incorporation of the Corporation shall be kept at its principal office in the State of Nevada, and shall be subject to the inspection of any of the Stockholders.

ARTICLE VI

MISCELLANEOUS

Unless otherwise ordered by the Board of Directors, all agreements and contracts shall be signed by the President or Vice President in the name and on behalf of the Corporation.

All monies of the Corporation shall be deposited when and as received by the Treasurer or Controller in such bank or banks or other depository as may from time to time be designated by the Board of Directors, and such deposits shall be made in the name of the Corporation.

The Corporation may take, acquire, hold, mortgage, sell, or otherwise deal in stocks or bonds or securities of any other Corporation if, and as often as, the Board of Directors shall so elect.

The Directors shall have power to authorize and cause to be executed mortgages and liens without limit as to amount upon the property and franchise of this Corporation, and pursuant to the affirmative vote, either in person or by proxy, of the holders of a majority of the capital stock issued and outstanding, the Directors shall have authority to dispose in any manner of the whole property of this Corporation.

The expenses of officers and Directors incurred in defending a civil or criminal action, suit or proceeding must be paid by the Corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the Director or Officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the Corporation.

ARTICLE VII

AMENDMENT OF BYLAWS

Amendments and changes to these Bylaws may be made at any regular or special meeting of the Board of Directors by a vote of not less than all of the entire Board, or may be made by a vote of, or a consent in writing signed by, the holders of fifty-one percent (51%) of the issued and outstanding capital stock.

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly elected and acting Secretary of ENSIGN FACILITY SERVICES, INC., a Nevada Corporation, and that the foregoing Bylaws constitute the original Bylaws of said Corporation as duly adopted at a meeting of the Board of Directors thereof held on the 30th day of July, 2002.


CHRISTOPHER R. CHRISTENSEN, Secretary

EXHIBIT 3(B)

**COMPLETE ORGANIZATIONAL CHART FOR
THE ENSIGN GROUP, INC.**

ENSIGN GROUP

33-0861263

29222 Rancho Viejo Rd., Suite 127
San Juan Capistrano, CA 92675-1049

Spencer Burton, President –0% Ownership
Barry Port, Chairman of the Board –0% Ownership
Chad Keetch, Secretary –0% Ownership
Suzanne Snapper, CFO, Executive V.P. Board Member –0% Ownership
Ann Blouin, Board Member –0% Ownership
Barry Smith, Board Member –0% Ownership
Daren Shaw, Board Member –0% Ownership
John Agwunobi, Board Member –0% Ownership
Swati Abbott, Board Member –0% Ownership
Mark V. Parkinson, Board Member –0% Ownership
Marivic Uychiat Pison, Board Member –0% Ownership

The Ensign Group, Inc. does not own, manage, operate, or control any facilities

FLAGSTONE HEALTHCARE CENTRAL LLC
11-3769303
29222 Rancho Viejo Rd., Suite 127
San Juan Capistrano, CA 92675-1049
Barry Port, Sole Manager –0% Ownership
Adam Willits, President –0% Ownership
Soon Burnam, Secretary –0% Ownership
Ami Sato, Treasurer –0% Ownership

FLAGSTONE HEALTHCARE NORTH LLC
55-0913891
29222 Rancho Viejo Rd., Suite 127
San Juan Capistrano, CA 92675-1049
Barry Port, Sole Manager –0% Ownership
Adam Willits, President –0% Ownership
Soon Burnam, Secretary –0% Ownership
Ami Sato, Treasurer –0% Ownership

FLAGSTONE HEALTHCARE SOUTH LLC
55-0913892
29222 Rancho Viejo Rd., Suite 127
San Juan Capistrano, CA 92675-1049
Barry Port, Sole Manager –0% Ownership
Adam Willits, President –0% Ownership
Soon Burnam, Secretary –0% Ownership
Ami Sato, Treasurer –0% Ownership

- Ensign San Dimas LLC
DBA: Arbor Glen Care Center
- Perris Hills Healthcare LLC
DBA: Arrowhead Springs Healthcare
- Redbrook Healthcare Associates LLC
DBA: Brookside Healthcare Center
- Camarillo Community Care, Inc.
DBA: Camarillo Healthcare Center
- Powers Park Healthcare, Inc.
DBA: Channel Islands Post Acute
- Claremont Foothills Health Associates LLC
DBA: Claremont Care Center
- Stagecoach Healthcare Inc.
DBA: Desert Mountain Care Center
- C Street Health Associates LLC
DBA: Glenwood Care Center
- Morning Glory Healthcare, Inc.
DBA: Grand Terrace Health Care Center
- Seagull Lane Healthcare, Inc.
DBA: Miramar Healthcare Center
- Ramon Healthcare Associates LLC
DBA: Mission Care Center
- Goldenstar Healthcare, Inc.
DBA: Palm Terrace Care Center
- Ensign Panorama LLC
DBA: Panorama Gardens Nursing and Rehabilitation Center
- Ensign Palm I LLC
DBA: Premier Care Center for Palm Springs
- North Silver Healthcare, Inc.
DBA: Solimar Post Acute
- Golden Eagle Senior Living, Inc.
DBA: The Grove Assisted Living
- Empirecare Health Associates, LLC
DBA: The Grove Care and Wellness
- Upland Community Care, Inc.
DBA: Upland Rehabilitation and Care Center
- Victoria Ventura Healthcare LLC
DBA: Victoria Care Center
- Santa Maria Healthcare, Inc.
DBA: Villa Maria Post Acute

- Dragonfly Senior Living, Inc.
DBA: Arbor Place
- Brody Bay Healthcare, Inc.
DBA: Arbor Rehabilitation and Nursing Center
- Ensign Sonoma LLC
DBA: Broadway Villa Post Acute
- Ensign Cloverdale LLC
DBA: Cloverdale Healthcare Center
- West Court Lane Healthcare, Inc.
DBA: Courtyard Health Care Center
- Mountain Violet Healthcare, Inc.
DBA: Danville Post Acute Rehabilitation
- Sagebrush Healthcare, Inc.
DBA: Fairfield Post Acute Rehabilitation
- Deergrass Healthcare, Inc.
DBA: Fairmont Rehabilitation Hospital
- Ensign Willits LLC
DBA: Northbrook Healthcare Center
- Juniper Springs Healthcare, Inc.
DBA: Pacific Gardens Nursing and Rehabilitation Center
- Mussel Rock Healthcare, Inc.
DBA: Pacifica Nursing and Rehabilitation Center
- Ensign Montgomery LLC
DBA: Park View Post Acute
- Ensign Santa Rosa LLC
DBA: Summerfield Healthcare Center
- Tracy Ridge Healthcare, Inc.
DBA: Turlock Nursing and Rehabilitation Center
- Lost Cane Senior Living, Inc.
DBA: Turlock Residential
- Ensign Pleasanton LLC
DBA: Ukiah Post Acute
- Bouverie Healthcare Services, Inc.
DBA: Valley of The Moon Post Acute
- Vintage Court Healthcare, Inc.
DBA: Vintage Faire Nursing & Rehabilitation Center
- Deer Tail Senior Living, Inc.
DBA: Vintage Faire Residential

- Midnight Healthcare, Inc.
DBA: Alamitos Belmont Health and Rehabilitation
- Malcolm Healthcare, Inc.
DBA: Alamitos West Health and Rehabilitation
- City Heights Health Associates LLC
DBA: Arroyo Vista Nursing Center
- Atlantic Memorial Healthcare Associates, Inc.
DBA: Atlantic Memorial Healthcare Center
- Desert Mallow Healthcare, Inc.
DBA: Beachside Nursing Center
- Dusk Healthcare, Inc.
DBA: Broadway by the Sea
- Downey Community Care LLC
DBA: Brookfield Healthcare Center
- Pine Forest Healthcare, Inc.
DBA: Camino Healthcare
- Bernardo Heights Healthcare, Inc.
DBA: Carmel Mountain Rehabilitation and Healthcare Center
- Starburst Healthcare, Inc.
DBA: Chatsworth Park Health Care Center
- Manzanita Healthcare, Inc.
DBA: Coventry Court Health Center
- Rio Hondo Healthcare, Inc.
DBA: Downey Post Acute
- Moonrise Healthcare, Inc.
DBA: Edgewater Skilled Nursing Center
- Clear Skies Healthcare, Inc.
DBA: Garden View Post-Acute Rehabilitation
- Devonshire Healthcare, Inc.
DBA: Golden Hill Post Acute
- Mission Trails Healthcare LLC
DBA: Grossmont Post Acute Care
- Covenant Care California LLC
DBA: Huntington Park Nursing Center
- Rigby Creek Senior Living, Inc.
DBA: Katella Senior Living Community
- Nightfall Healthcare, Inc.
DBA: Lake Balboa Care Center
- Lemon Grove Health Associates LLC
DBA: Lemon Grove Care and Rehabilitation Center
- Sungazer Healthcare, Inc.
DBA: Lomita Post-Acute Care Center
- Glimmer Healthcare, Inc.
DBA: Madera Post Acute Center
- Jefferson Healthcare, LLC
DBA: Magnolia Post Acute Care
- La Veta Healthcare, Inc.
DBA: Mainplace Post Acute

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Portside Healthcare, Inc.

	Portside Healthcare, Inc. DBA: Mission Hills Post Acute Care
	Hollyleaf Healthcare, Inc. DBA: New Orange Hills
	Strawberry Pond Healthcare LLC DBA: Pacific Haven Subacute and Healthcare Center
	Gate Three Healthcare LLC DBA: Palm Terrace Healthcare and Rehabilitation Center
	West Escondido Healthcare LLC DBA: Palomar Vista Healthcare Center
	Parkside Healthcare, Inc. DBA: Parkside Health and Wellness Center
	Bell Villa Care Associates LLC DBA: Rose Villa Healthcare Center
	Sandpiper Senior Living LLC DBA: Sea Cliff Assisted Living
	HB Healthcare Associates LLC DBA: Sea Cliff Healthcare Center
	Rose Park Healthcare Associates, Inc. DBA: Shoreline Healthcare Center
	Claydelle Healthcare LLC DBA: Somerset Subacute and Care
	Bayside Healthcare, Inc. DBA: South Bay Post Acute Care
	Southland Management LLC DBA: Southland Care Center
	Southland Management LLC DBA: Southland Living
	Santa Catalina Healthcare, Inc. DBA: St. Catherine Healthcare
	Fullerton Healthcare, Inc. DBA: St. Elizabeth Healthcare Center
	Nautilus Healthcare, Inc. DBA: The Cove at La Jolla
	Tustin Hills Healthcare, Inc. DBA: The Hills Post Acute
	Ensign Whittier West LLC DBA: The Orchard Post Acute Care
	La Jolla Skilled, LLC DBA: The Springs at Pacific Regent La Jolla
	West Star Healthcare LLC DBA: Toluca Lake Transitional Care
	Costa Victoria Healthcare LLC DBA: Victoria Healthcare and Rehabilitation Center
	Anza Healthcare, Inc. DBA: Victoria Post Acute Care
	Vista Woods Health Associates LLC DBA: Vista Knoll Specialized Care Facility
	Ensign Whittier East LLC DBA: Whittier Hills Health Care Center