

FORM A

**STATEMENT REGARDING THE ACQUISITION OF CONTROL OF OR MERGER
WITH A DOMESTIC INSURER**

Align Senior Care MI, LLC
(Name of Domestic Insurer)

by

Mohamad Makhzoumi,
NEA 17 GP, LLC,
NEA Partners 17, L.P.,
New Enterprise Associates 17, L.P.,
Senior Housing NewCo, LLC,
and
Senior Housing Buyer, Inc.
(collectively, the "Applicants")

Filed with the Michigan Department of Insurance and Financial Services

Dated: March 3, 2021

Name, Title, Address and Telephone Number of Individual to Whom Notices and
Correspondence Concerning this Statement Should be Addressed:

Mohamad Makhzoumi, President
Senior Housing NewCo, LLC
1954 Greenspring Drive, Suite 600
Timonium, Maryland 21093
Telephone: (650) 854-9499
Email: mmakhzoumi@nea.com

with copies to:

Andrew R. Holland
Sidley Austin LLP
787 7th Avenue
New York, New York 10019
Telephone: (212) 839-5882
Email: aholland@sidley.com

INTRODUCTION

This Form A Statement Regarding the Acquisition of Control of or Merger with a Domestic Insurer (including all exhibits attached hereto, this “Application”) is being submitted to the Michigan Department of Insurance and Financial Services (the “Department”) by NEA 17 GP, LLC, a Delaware limited liability company (“NEA 17 GP”), NEA Partners 17, L.P., a Delaware limited partnership (“NEA Partners 17”), New Enterprise Associates 17, L.P., a Delaware limited partnership (“NEA 17”), Senior Housing NewCo, LLC, a Delaware limited liability company (“NewCo”), Senior Housing Buyer, Inc., a Delaware corporation (“Buyer” and, together with NEA 17 GP, NEA Partners 17, NEA 17 and NewCo, the “Entity Applicants”), and Mohamad Makhzoumi, an individual (the “Individual Applicant” and, together with the Entity Applicants, the “Applicants”), in connection with the Applicants’ proposed acquisition of control of Innovative Long Term Care Management, Inc., a Delaware corporation (“ILTCM”), as more particularly described below (the “Proposed Transaction”). The Proposed Transaction would constitute an indirect change of control of Align Senior Care MI, LLC, a Michigan domestic health maintenance organization (the “Domestic Insurer”).

*Certain exhibits to this Application contains confidential and/or proprietary information that, if disclosed, would cause competitive harm to the Applicants. Accordingly, the Applicants respectfully request that **Exhibits A-2** and **F-3** (including all annexes and exhibits thereto) be afforded confidential treatment and be excepted from disclosure pursuant to all applicable provisions of law, including, but not limited to, Mich. Comp. Laws § 15.243(1)(a), (1)(f).*

*In addition, portions of the NAIC biographical affidavits provided as **Exhibit C** contain certain information that is not otherwise available to the public, is subject to individual privacy protections and should be afforded confidential treatment. All such NAIC biographical affidavits are being provided with the express understanding that the confidential portions of such information (such as the Supplemental Personal Information pages) will be safeguarded and such individuals will be protected from any and all unwarranted invasions of personal privacy, pursuant to all applicable provisions of law, including, but not limited to, Mich. Comp. Laws § 15.243(1)(a), (w).*

The Applicants request that: (i) the materials described above be afforded confidential treatment; (ii) the Applicants be notified in advance of any proposed disclosure by the Department of such confidential information; and (iii) the Applicants be given a reasonable opportunity to seek a protective order or take other action to prevent or limit any such disclosure.

ITEM 1. METHOD OF ACQUISITION

(a) Name and Address of the Domestic Insurer

This Application seeks the approval of the Director of the Department (the “Director”), pursuant to the requirements of Mich. Comp. Laws § 500.1311, for the Applicants’ acquisition of control of Align Senior Care MI, LLC (NAIC # 16580, FEIN: 83-4016126). The statutory home office address of the Domestic Insurer is 400 Renaissance Center, Detroit, Michigan, 48243, and the main administrative office address of the Domestic Insurer is 10900 Nuckols Road, Suite #110, Glen Allen, Virginia 23060. In accordance with Mich. Comp. Laws §500.1311, the Applicants

will provide the Domestic Insurer with a copy of this Application promptly following the filing of this Application with the Department.

(b) Method of Acquisition

The Applicants' proposed acquisition of control of the Domestic Insurer will occur pursuant to an Agreement and Plan of Merger, dated January 20, 2021 (the "Agreement"), by and among ILTCM, NewCo, Buyer, Senior Housing Merger Sub, Inc., a Delaware corporation and a direct, wholly owned subsidiary of Buyer ("Merger Sub"), and HEP Management Corporation, a Delaware corporation, acting solely in its capacity as the representative of the Securityholders (as defined in the Agreement). A copy of the Agreement is attached hereto as Exhibit A-1, with certain confidential information redacted. A second, unredacted copy of the Merger Agreement is attached hereto as Exhibit A-2 and is being submitted confidentially under separate cover. The summary of the Proposed Transaction contained in this Application is qualified in its entirety by reference to the Agreement.

The Agreement provides that, subject to the terms and conditions thereof, Merger Sub will merge with and into ILTCM (the "Merger"), whereupon the separate corporate existence of Merger Sub will cease and ILTCM will continue as the surviving corporation. ILTCM currently is the sole member of the Domestic Insurer, which is a single-member limited liability company. As a result of the Merger, ILTCM will become a direct, wholly owned subsidiary of Buyer, which, in turn, is controlled by the other Entity Applicants and the Individual Applicant.

The parties desire to close the Proposed Transaction by the end of the first quarter of 2021, subject to the making of required filings with, and the receipt of required approvals from, governmental and regulatory authorities (including, among other things, the approval of this Application by the Director), and the satisfaction of other customary closing conditions set forth in the Agreement.

ITEM 2. IDENTITY AND BACKGROUND OF THE APPLICANTS

(a) Names and Addresses of the Applicants

The names and current business addresses of the Applicants seeking to acquire control of the Domestic Insurer are as follows:

Mohamad Makhzoumi
c/o New Enterprise Associates 17, L.P.
1954 Greenspring Drive, Suite 600
Timonium, Maryland 21093

NEA 17 GP, LLC
1954 Greenspring Drive, Suite 600
Timonium, Maryland 21093

NEA Partners 17, L.P.
1954 Greenspring Drive, Suite 600
Timonium, Maryland 21093

New Enterprise Associates 17, L.P.
1954 Greenspring Drive, Suite 600
Timonium, Maryland 21093

Senior Housing NewCo, LLC
1954 Greenspring Drive, Suite 600
Timonium, Maryland 21093

Senior Housing Buyer, Inc.
1954 Greenspring Drive, Suite 600
Timonium, Maryland 21093

(b) Principal Business Operations of the Applicants

On October 12, 2020, Buyer was incorporated as a Delaware corporation for the purpose of effecting the Proposed Transaction and acquiring 100% of the voting securities of ILTCM. From time to time, Buyer may evaluate and execute on opportunities to invest in additional companies involved in the healthcare industry. Buyer is controlled by its sole shareholder, NewCo, which was formed as a Delaware limited liability company on October 9, 2020 for the purpose of effecting the Proposed Transaction. NewCo is managed by a board of managers. Immediately following the closing of the Proposed Transaction (the “Closing”), it is expected that NEA 17 will own approximately 64% of NewCo’s voting membership interests and will be the only member of NewCo that will own 10% or more of NewCo’s voting membership interests.

NEA 17 is a Delaware limited partnership. Its sole general partner is NEA Partners 17. The general partner and the limited partners of NEA 17 constitute NEA 17’s only investors, and the investment funds of NEA 17 comprise proceeds from investments and capital contributions from its general partner and limited partners. The limited partners of NEA 17 are passive investors with no operational control or voting power over NEA 17.

NEA Partners 17 is a Delaware limited partnership. The sole business of NEA Partners 17 is to act as the general partner of NEA 17. The sole general partner of NEA Partners 17 is NEA 17 GP. The limited partners of NEA Partners 17 constitute NEA Partners 17’s only investors, and the investment funds of NEA Partners 17 comprise proceeds from investments and capital contributions from its limited partners. The limited partners of NEA Partners 17 are passive investors with no operational control or voting power over NEA Partners 17.

NEA 17 GP is a member-managed Delaware limited liability company. The sole business of NEA 17 GP is to act as the general partner of NEA Partners 17. The Individual Applicant is one of twelve managing members of NEA 17 GP. As further described in Item 3 below, however, the Individual Applicant also has management roles related to certain other Entity Applicants; therefore, the Individual Applicant may be deemed to ultimately control the Entity Applicants.

NEA 17, NEA Partners 17 and NEA 17 GP are part of New Enterprise Associates (“NEA”), which is a global private investment management firm founded in 1977. NEA has over \$20 billion of committed capital since its founding.

NEA is committed to investing in the healthcare industry and has previously invested in companies, such as Bravo Health (now part of Cigna Corporation) and Amerigroup (now part of Anthem, Inc.), that own regulated insurance companies or health maintenance organizations. NEA is a current investor in Bright Health, which operates health plans in 13 states. The Proposed Transaction aligns with the Applicants’ plans to provide a clinical care platform that tightly integrates with senior housing facilities to provide care and manage risk for the residents of such facilities.

(c) Organizational Chart

Attached as **Exhibit B-1** is an organizational chart presenting the identities of, and interrelationships among, the Applicants and their affiliates before giving effect to the Proposed Transaction. Attached as **Exhibit B-2** is an organizational chart presenting the identities of, and interrelationships among, the Applicants and their affiliates after giving effect to the Proposed Transaction. Such charts list, as to each entity specified in the applicable chart, the percentage of voting securities owned or controlled by the Applicants or any other such persons, the type of organization and its state or other jurisdiction of domicile. Unless otherwise indicated on such charts or in this Application, each entity is a corporation and control is maintained by the ownership or control of all outstanding voting securities. No court proceedings involving a reorganization or liquidation are pending with respect to the Applicants or any of their affiliates that are listed in **Exhibit B-1**.

ITEM 3. IDENTITY AND BACKGROUND OF INDIVIDUALS ASSOCIATED WITH THE APPLICANTS

The sole director of Buyer is the Individual Applicant. Following the Closing, the executive officers of Buyer will be: Mark Price, Chief Executive Officer; Mohamad Makhzoumi, President; Liyuan Huang, Vice President; and Darryl Landahl, General Counsel and Secretary.

NewCo is a limited liability company managed by a board of managers. Following the Closing, the members of the board of managers of NewCo will be Mark Price, Liyuan Huang and the Individual Applicant. Following the Closing, the executive officers of NewCo will be: Mark Price, Chief Executive Officer; Mohamad Makhzoumi, President; Liyuan Huang, Vice President; and Darryl Landahl, General Counsel and Secretary.

As a limited partnership, NEA 17 is managed by its general partner, NEA Partners 17, and has no directors or executive officers.

As a limited partnership, NEA Partners 17 is managed by its general partner, NEA 17 GP, and has no directors or executive officers.

As a member-managed limited liability company, NEA 17 GP has no directors or executive officers. The Individual Applicant is one of twelve managing members of NEA 17 GP. None of the twelve managing members of NEA 17 GP owns ten percent or more of the voting membership

interests of NEA 17 GP. Because the Individual Applicant also has management roles related to certain other Entity Applicants, the Individual Applicant may be deemed to ultimately control the Entity Applicants.

Attached hereto as **Exhibit C** are NAIC biographical affidavits of the following individuals identified in this Item 3: Mark Price, Liyuan Huang, Darryl Landahl and the Individual Applicant. The Applicants will submit such biographical affidavits to a third-party background check service provider. The name, business address, residence address and present principal business activity, occupation or employment of the Individual Applicant and the individuals identified in this Item 3 are stated in the biographical affidavits of such persons. The material occupations, positions, offices or employment during the last five years, including the starting and ending dates of each and the name, principal business and address of any business operation or other corporation in which each such occupation, position, office or employment was carried on, with respect to the Individual Applicant and the individuals identified in this Item 3, are stated in the biographical affidavits of such persons. Except as set forth in such biographical affidavits, no such occupation, position, office or employment required licensing by or registration with any federal, state or municipal governmental agency. The current status of any such licensing or registration, and an explanation of any surrender, revocation, suspension or disciplinary proceedings in connection therewith, are stated in such biographical affidavits. Except as otherwise indicated in the biographical affidavits of such persons, to the knowledge of the Applicants, neither the Individual Applicant nor any person identified in this Item 3 has been convicted in a criminal proceeding (excluding minor traffic violations) during the past ten years.

Please see Item 2(b) for a description of the owners of 10% or more of the voting securities of each of the Entity Applicants.

ITEM 4. NATURE, SOURCE AND AMOUNT OF CONSIDERATION

(a) Nature of Consideration

At the effective time of the Merger, subject to certain customary exceptions, the outstanding shares of common stock of ILTCM will be converted into the right to receive merger consideration from Buyer. The aggregate base merger consideration is \$145 million, payable in cash (the “Base Merger Consideration”). The Base Merger Consideration (as adjusted in accordance with the Agreement and reduced for the rollover) will be payable at the Closing, and is subject to adjustment after the Closing as set forth in Section 2.10 of the Agreement. A portion of the merger consideration payable at the Closing will be funded into escrow accounts governed by Section 2.10 and Section 5.15 of the Agreement and an expense account for the representative of the Securityholders (as defined in the Agreement) governed by Section 9.15(f).

Pursuant to an Equity Commitment Letter, dated January 20, 2021, by and among NEA 17, NewCo and ILTCM (the “Equity Commitment Letter”), a copy of which is attached hereto as **Exhibit D**, NEA 17 has agreed to make, subject to the terms and conditions of the Equity Commitment Letter, an equity investment in NewCo, which investment NewCo will contribute to Buyer for Buyer to use to fund the amount payable by Buyer at the Closing. As a source of funds for the equity investment in NewCo, NEA 17 will use a combination of funds on hand for investment at NEA 17 and funds received pursuant to draws on existing capital commitments from the limited partners

of NEA 17 and other co-investors. Other than the Equity Commitment Letter, the Agreement does not contain a financing condition.

(b) Criteria Used in Determining Nature and Amount of Consideration

In determining the nature and amount of such consideration, the Applicants performed a customary due diligence investigation and reviewed, among other things, quality of earnings and the financial statements, operations and legal documents of ILTCM and its affiliates, including the Domestic Insurer. The basis and terms of the Proposed Transaction, including the consideration to be paid, resulted from arm's length negotiations between the respective management, representatives, financial advisors and counsel of the Applicants and ILTCM.

(c) Identity of Lender

Not applicable.

ITEM 5. FUTURE PLANS FOR INSURER

Other than as described in this Application, the Applicants have no present plans for the Domestic Insurer to declare a dividend, to liquidate the Domestic Insurer, to sell any of the Domestic Insurer's assets (other than asset sales in the ordinary course of business), to merge the Domestic Insurer with any person or persons, or to make any other material change in the Domestic Insurer's business operations or corporate structure or management.

Following the Closing, the Domestic Insurer will continue to maintain its separate corporate existence and substantially continue its operations as currently conducted. The Applicants do not propose to make any changes to the current directors and executive officers of the Domestic Insurer in connection with the Proposed Transaction. Three-year financial projections for the Domestic Insurer are attached hereto as **Exhibit E**.

The Applicants do not currently anticipate that the Domestic Insurer will become a party to any intercompany agreements with the Applicants and/or their affiliates in connection with the Proposed Transaction. The Domestic Insurer will obtain all required insurance regulatory approvals prior to effecting those arrangements after the Closing, if applicable.

From time to time following the Closing, in the ordinary course of business, the Applicants and the management of the Domestic Insurer may evaluate the business and operations of the Domestic Insurer and make any necessary or desirable changes to such business and operations, subject in each case to obtaining any required regulatory approvals.

ITEM 6. VOTING SECURITIES TO BE ACQUIRED

The Domestic Insurer is a single-member limited liability company, and ILTCM currently serves as the sole member of the Domestic Insurer. Pursuant to the Agreement, the Applicants propose to acquire 100% of the issued and outstanding voting securities of ILTCM, and, thereby, will acquire control of the Domestic Insurer. The terms of the Agreement are described in Item 1(b) hereof. A statement as to the method by which the fairness of the proposal was determined is included in Item 4(b) hereof.

ITEM 7. OWNERSHIP OF VOTING SECURITIES

To the knowledge of the Applicants, except as provided in the Agreement, there are no voting securities of any class of ILTCM or the Domestic Insurer that are beneficially owned or concerning which there is a right to acquire beneficial ownership by the Applicants, their affiliates or any person listed in Item 3.

ITEM 8. CONTRACTS, ARRANGEMENTS, OR UNDERSTANDINGS WITH RESPECT TO VOTING SECURITIES OF THE INSURER

To the knowledge of the Applicants, other than as described in this Application or the Agreement, there are no contracts, arrangements or understandings with respect to any voting security of ILTCM or the Domestic Insurer in which the Applicants, their affiliates or any person listed in Item 3 is involved, including, but not limited to, transfer of any securities, joint ventures, loan or option arrangements, puts or calls, guarantees of loans, guarantees against loss or guarantees of profits, division of losses or profits or the giving or withholding of proxies.

ITEM 9. RECENT PURCHASES OF VOTING SECURITIES

To the knowledge of the Applicants, there have been no purchases of any voting securities of ILTCM or the Domestic Insurer by the Applicants, their affiliates or any person listed in Item 3 during the twelve (12) calendar months preceding the filing of this Application.

ITEM 10. RECENT RECOMMENDATIONS TO PURCHASE

To the knowledge of the Applicants, except with respect to the Proposed Transaction, none of the Applicants, their affiliates, or any person listed in Item 3 has made any recommendations to purchase any voting security of ILTCM or the Domestic Insurer, and no such recommendations have been made by anyone based upon interviews or at the suggestion of the Applicants, their affiliates or any person listed in Item 3, in each case, during the twelve (12) calendar months preceding the filing of this Application.

ITEM 11. AGREEMENTS WITH BROKER-DEALERS

To the knowledge of the Applicants, no agreement, contract or understanding has been made by the Applicants, their affiliates or any person listed in Item 3 with any broker-dealer as to solicitation of voting securities of ILTCM or the Domestic Insurer for tender and no amount of any fees, commissions or other compensation has been or will be paid by the Applicants, their affiliates or any person listed in Item 3 to broker-dealers with regard thereto.

ITEM 12. FINANCIAL STATEMENTS AND EXHIBITS

(a) Exhibits

The following Exhibits are attached to this Application:

Exhibit A-1:	Redacted Agreement
Exhibit A-2:	Unredacted Agreement (confidential)*
Exhibit B-1:	Pre-Closing Organizational Chart
Exhibit B-2:	Post-Closing Organizational Chart
Exhibit C:	NAIC Biographical Affidavits
Exhibit D:	Equity Commitment Letter
Exhibit E:	Three-Year Financial Projections for the Domestic Insurer
Exhibit F-1:	NEA 17 2019 Annual Report to Limited Partners (Includes Audited Financial Statements for NEA 17 for the Period June 6, 2019 (Commencement of Operations) through December 31, 2019)
Exhibit F-2:	Unaudited Quarterly Financial Statements for NEA 17 for the Quarter Ended September 30, 2020
Exhibit F-3:	CPA-Compiled Statement of Net Worth of Mr. Makhzoumi for the Year Ended December 31, 2019 (confidential)*

(b) Financial Statements

The audited financial statements of NEA 17 for the period June 6, 2019 (commencement of operations) through December 31, 2019 are included in NEA 17's 2019 Annual Report to Limited Partners, a copy of which is attached hereto as **Exhibit F-1**. As NEA 17 was formed on June 6, 2019, annual financial statements of NEA 17 are not available for prior years. The unaudited quarterly financial statements of NEA 17 as of September 30, 2020 are attached hereto as **Exhibit F-2**.

As noted above, NewCo and Buyer are newly-formed entities organized for the purpose of acquiring ILTCM. As such, NewCo and Buyer do not have financial statements. In light of NEA 17 GP's and NEA Partners 17's purpose as management vehicles for NEA 17, neither NEA 17 GP nor NEA Partners 17 holds any assets or liabilities, other than a nominal paid-in capital balance. NEA 17 GP and NEA Partners 17 are not required by law to prepare financial statements or cash flow statements, and such statements are not prepared and have not been prepared in the past for either external or internal purposes.

The Individual Applicant's CPA-compiled statement of net worth as of December 31, 2019 is attached hereto as **Exhibit F-3**.

(c) Annual Reports

The annual report to the limited partners of NEA 17 for the year ended December 31, 2019 is attached hereto as **Exhibit F-1**. As NEA 17 was formed on June 6, 2019, annual reports to the

limited partners of NEA 17 are not available for prior years.

Neither ILTCM nor the Domestic Insurer has delivered any annual reports to stockholders or members, as applicable, for the last two fiscal years.

(d) Tender Offer, Agreements for Voting Securities

To the knowledge of the Applicants, other than as described in this Application or the Agreement, there have been no (1) tender offers for, requests or invitations for tenders of, exchange offers for, or agreements to acquire or exchange any voting securities of ILTCM or the Domestic Insurer (or any soliciting materials relating thereto) or (2) proposed employment, consultation, advisory, managing general agent, controlling producer, or management contracts concerning ILTCM or the Domestic Insurer.

ITEM 13. AGREEMENT REQUIREMENT FOR ENTERPRISE RISK MANAGEMENT

The Applicants agree to provide, to the best of their knowledge and belief, the information required by Form F within fifteen (15) days after the end of the month in which the Closing occurs. The Applicants further agree to annually provide Form F as described in Mich. Comp. Laws § 500.1325a for so long as control exists. The Applicants further acknowledge that the Applicants and all subsidiaries within their control in the insurance holding company system will provide information to the Director upon request as necessary to evaluate enterprise risk to the Domestic Insurer.

ITEM 14. SIGNATURE AND CERTIFICATION

The signature and certification of the Applicants are set forth on the immediately following pages.

[Signature pages follow.]

SIGNATURE

Pursuant to the requirements of Section 1311 of the Ins. Code of 1956, as amended, Mohamad Makhzoumi has signed this application in the City of Hillsborough and State of California on the 9th day of January, 2021.

By: 
Name: Mohamad Makhzoumi, an individual

Attest:


Name: Liyuan Huang
Title: Vice President, Secretary
Senior Housing NewCo, LLC

CERTIFICATION

The undersigned deposes and says that he has duly executed the attached application dated January 9th, 2021, as an individual applicant. Deponent further says that he is familiar with the instrument and the contents thereof, and that the facts therein set forth are true to the best of his knowledge, information and belief.


Name: Mohamad Makhzoumi, an individual

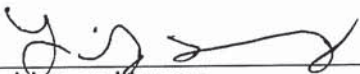
SIGNATURE

Pursuant to the requirements of Section 1311 of the Ins. Code of 1956, as amended, NEA 17 GP, LLC has caused this application to be duly signed on its behalf in the City of Hillsborough and State of California on the 9th day of January, 2021.

NEA 17 GP, LLC

By: 
Name: Mohamad Makhzoumi
Title: Managing Member

Attest:


Name: Liyuan Huang
Title: Vice President, Secretary
Senior Housing NewCo, LLC

CERTIFICATION

The undersigned deposes and says that he has duly executed the attached application dated January 9th, 2021, for and on behalf of NEA 17 GP, LLC; that he is a Managing Member of such company, and that he is authorized to execute and file such instrument. Deponent further says that he is familiar with the instrument and the contents thereof, and that the facts therein set forth are true to the best of his knowledge, information and belief.


Name: Mohamad Makhzoumi

SIGNATURE


Pursuant to the requirements of Section 1311 of the Ins. Code of 1956, as amended, NEA Partners 17, L.P. has caused this application to be duly signed on its behalf in the City of Hillsborough and State of California on the 9th day of January, 2021.

NEA PARTNERS 17, L.P.

By: NEA 17 GP, LLC, its General Partner

By: 
Name: Mohamad Makhzoumi
Title: Managing Member

Attest:


Name: Liyuan Huang
Title: Vice President, Secretary
Senior Housing NewCo, LLC

CERTIFICATION

The undersigned deposes and says that he has duly executed the attached application dated January 9th, 2021, for and on behalf of NEA Partners 17, L.P.; that he is a Managing Member of NEA 17 GP, LLC, acting for and on behalf of NEA Partners 17, L.P., as the General Partner of such company, and that he is authorized to execute and file such instrument. Deponent further says that he is familiar with the instrument and the contents thereof, and that the facts therein set forth are true to the best of his knowledge, information and belief.


Name: Mohamad Makhzoumi

SIGNATURE

Pursuant to the requirements of Section 1311 of the Ins. Code of 1956, as amended, New Enterprise Associates 17, L.P. has caused this application to be duly signed on its behalf in the City of Hillsborough and State of California on the 9th day of January, 2021.

NEW ENTERPRISE ASSOCIATES 17, L.P.

By: NEA Partners 17, L.P., its General Partner

By: NEA 17 GP, LLC, its General Partner

By: 

Name: Mohamad Makhzoumi

Title: Managing Member

Attest:



Name: Liyuan Huang

Title: Vice President, Secretary

Senior Housing NewCo, LLC

CERTIFICATION

The undersigned deposes and says that he has duly executed the attached application dated January 9th, 2021, for and on behalf of New Enterprise Associates 17, L.P.; that he is a Managing Member of NEA 17 GP, LLC, which is the General Partner of NEA Partners 17, L.P., which is the General Partner of New Enterprise Associates 17, L.P., and that he is authorized to execute and file such instrument. Deponent further says that he is familiar with the instrument and the contents thereof, and that the facts therein set forth are true to the best of his knowledge, information and belief.



Name: Mohamad Makhzoumi

SIGNATURE

Pursuant to the requirements of Section 1311 of the Ins. Code of 1956, as amended, Senior Housing NewCo, LLC has caused this application to be duly signed on its behalf in the City of Hillsborough and State of California on the 9th day of January, 2021.

SENIOR HOUSING NEWCO, LLC

By: 
Name: Mohamad Makhzoumi
Title: President

Attest:


Name: Liyuan Huang
Title: Vice President, Secretary

CERTIFICATION

The undersigned deposes and says that he has duly executed the attached application dated January 9th, 2021, for and on behalf of Senior Housing NewCo, LLC; that he is the President of such company, and that he is authorized to execute and file such instrument. Deponent further says that he is familiar with the instrument and the contents thereof, and that the facts therein set forth are true to the best of his knowledge, information and belief.


Name: Mohamad Makhzoumi

SIGNATURE

Pursuant to the requirements of Section 1311 of the Ins. Code of 1956, as amended, Senior Housing Buyer, Inc. has caused this application to be duly signed on its behalf in the City of Hillsborough and State of California on the 9th day of January, 2021.

SENIOR HOUSING BUYER, INC.

By: 
Name: Mohamad Makhzoumi
Title: President

Attest:


Name: Liyuan Huang
Title: Vice President, Secretary

CERTIFICATION

The undersigned deposes and says that he has duly executed the attached application dated January 9th, 2021, for and on behalf of Senior Housing Buyer, Inc.; that he is the President of such company, and that he is authorized to execute and file such instrument. Deponent further says that he is familiar with the instrument and the contents thereof, and that the facts therein set forth are true to the best of his knowledge, information and belief.


Name: Mohamad Makhzoumi