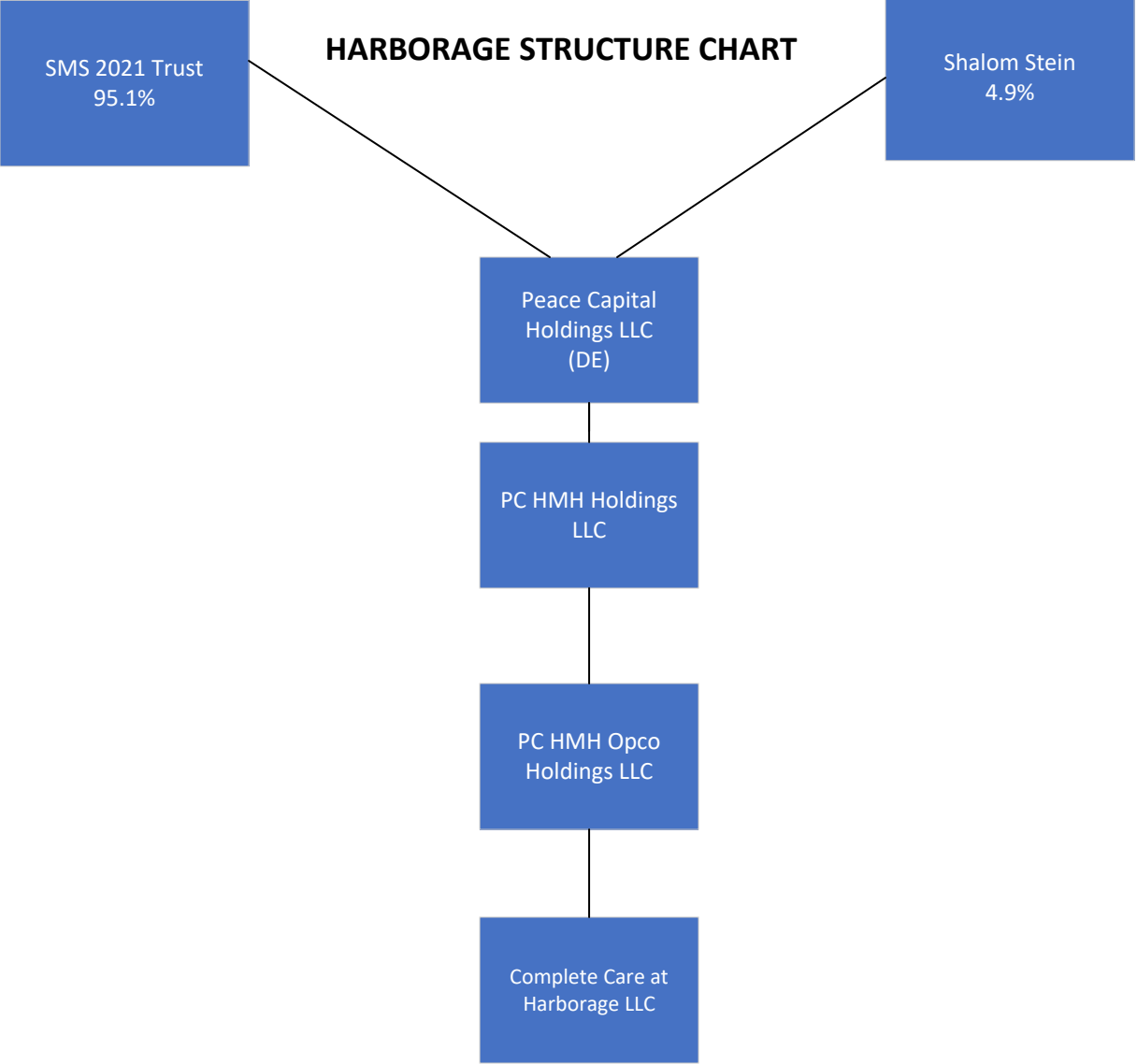


**The Harborage
7600 River Road
North Bergen, NJ 07047**

Date Application Filed:	03/28/2022
Name of Facility:	The Harborage
New Name of Facility:	Complete Care at Harborage LLC
License No.	060907
Address:	7600 River Road, North Bergen, NJ 07047
County:	Hudson
Project Description:	This application involves the Transfer of Ownership of The Harborage in Hudson County. The new owner will operate the facility through a lease agreement with Palisades Medical Center.
Licensed Capacity:	234 LTC Beds, 13 Vent Beds
Current License Owner:	See organizational chart on next page
Proposed Licensed Owner:	See organizational chart on next page
Proposed Management Company:	N/A
Ownership of Management Company:	N/A
Owner of Real Estate:	Palisades Medical Center
New Jersey Experience:	See attached facility list of other NJ facilities operated by Applicant.
Location of stored medical records post-closing:	7600 River Rd, North Bergen, NJ 07047 Attention: Nelson Duran info@completecaremgmt.com (201) 854-5400

Old Operator Structure Chart





List of other NJ Facilities

Facility Name	Address	City	State	Zip	License No.
Complete Care ar Arbors LLC (SNF)	1750 Route 37 West	Toms River	NJ		08757 061537
Complete Care ar Arbors Haven LLC (AL)	1700 Route 37 West	Toms River	NJ		08757 90019
Complete Care at Brakeley Park LLC	290 Red School Lane	Phillipsburg	NJ		08865 953335
Complete Care at Brakeley Park LLC	290 Red School Lane	Phillipsburg	NJ		08865 062106
Complete Care at Burlington Woods LLC	115 Sunset Road	Burlington	NJ		08016 060301
Complete Care at Waterview LLC d/b/a Complete Care at Cedar Grove	536 Ridge Road	Cedar Grove	NJ		07009 060720
Chestnut Hill Residences by Complete Care, LLC	338 Chestnut Street	Passaic	NJ		07055 16A001
Complete Care at Chestnut Hill, LLC	360 Chestnut Street	Passaic			07055 061605
Complete Care at Bey Lea, LLC (AL)	1351 Old Freehold Road	Toms River	NJ		08753 65C000
Complete Care at Bey Lea, LLC (SNF)	1351 Old Freehold Road	Toms River	NJ		08753 061529
Complete Care at Hamilton, LLC	56 Hamilton Avenue	Passaic	NJ		07055 061627
Complete Care at Laurelton, LLC	475 Jack Martin Blvd.	Brick	NJ		08724 061532
Complete Care at Linwood, LLC	201 New Road and Central Avenue	Linwood	NJ		08221 060104
Complete Care at Passaic LLC					
dba Complete Care at Fair Lawn Edge LLC	77 East 43rd Street	Paterson	NJ		07514 706000
Complete Care at Court House LLC	144 Magnolia Drive	Cape May Court H	NJ		08210 060507
Green Acres Rehab and Nursing LLC d/b/a Complete Care at Green Acres					
Green Knoll Care Limited Liability Company	1931 Lakewood Road	Toms River	NJ		08755 061531
Green Knoll Care LLC	875 Route 202/206 North	Bridgewater	NJ		08807 061806
Complete Care at Holiday LLC	4 Plaza Drive	Toms River	NJ		08757 061526
Complete Care at Inglemoor LLC	333 Grand Avenue	Englewood	NJ		07631 060210
Complete Care at Kresson View LLC	2601 Evesham Road	Voorhees	NJ		08043 060413
Complete Care at Madison LLC	625 State Highway 34	Matawan	NJ		07747 061217
Complete Care at Marcella LLC	2305 Rancocas Road	Burlington	NJ		08016 060315
Complete Care at Mercerville LLC	2240 Whitehorse Mercerville Road	Mecerville	NJ		08619 061106
Complete Care at East Orange LLC					
dba Complete Care at Orange Park (Windsor)	140 Park Avenue	East Orange	NJ		07017 060722
Complete Care at Park Place LLC	2 Deepark Drive	Monmouth Juncti	NJ		08852 061345
Complete Care at Phillipsburg LLC	843 Wilbur Avenue	Phillipsburg	NJ		08865 062101
Complete Care at Shorrock LLC	75 Old Toms River Road	Brick	NJ		08723 656003
Complete Care at Shorrock Haven LLC	75 Old Toms River Road	Brick	NJ		08723 65a004
Summit Ridge Care LLC	20 Summit Ridge	West Orange	NJ		07052 060739
Complete Care at Victoria Commons LLC	610 Townbank Road	North Cape May	NJ		08204 20C100
Complete Care at Voorhees LLC	3001 East Evesham Road	Voorhees	NJ		08043 060414
Complete Care at Westfield LLC	1515 Lamberts Mill Road	Westfield	NJ		07090 062013
Complete Care at Whiting LLC	3000 Hilltop Road	Whiting	NJ		08759 061534
Complete Care at Willow Creek LLC (Willow Creek Rabilitation and Care Center)	1165 Easton Avenue	Somerset	NJ		08873 061808
Complete Care at Woodlands LLC	1400 Woodland Avenue	Plainfield	NJ		07060 062022
Complete Care at Barn Hill LLC	249 High Street	Newton	NJ		07860 061903
Complete Care at Monmouth LLC	229 Bath Avenue	Long Branch	NJ		07740 061318
Complete Care at Milford LLC	69 Maple Road	West Miford	NJ		07480 061612

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “Lease”) is made this ___ day of _____, 202_, (the “Effective Date”) by and between _____, a _____ (“Landlord”), with a principal place of business at _____ and _____, a _____ (“Tenant”), with a principal place of business at _____.

WITNESSETH

WHEREAS, Landlord is the owner of certain land known as 7600 River Road in North Bergen, New Jersey (the “Municipality”) upon which the Hackensack Meridian Palisades Medical Center (“Palisades”) is located, as shown as Exhibit A attached hereto and made a part herewith.

WHEREAS, Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, a four-story building operated as a skilled nursing facility as shown on Exhibit A attached hereto and labelled “Harborage/Nursing Home”, which is on the campus of, and physically adjoined to, Palisades (the “Premises”) for the Term (as defined below) and subject to the terms, covenants, agreements, and conditions in this Lease.

TERMS

NOW, THEREFORE, in consideration of the foregoing representations and of the mutual covenants and promises made in this Lease and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound hereby, the parties hereto hereby agree as follows:

1. Premises and Parking Areas.

1.1 Demising Clause. Landlord hereby leases to Tenant, and Tenant hires from Landlord, the Premises subject to the terms and provisions of this Lease. Tenant has had the opportunity to examine the Premises and hereby agrees to accept them in the “AS IS, WHERE IS” condition existing on the Commencement Date (as defined below).

1.2 Parking. Tenant shall have a non-exclusive license to use [certain areas of] the parking lot [designated by Landlord] and such other areas and facilities of the Palisades campus (collectively, the “Parking Areas”) as specified herein and as described in that certain Shared Services Agreement dated on or about the date hereof between Landlord and Tenant (the “Shared Services Agreement”), subject to the non-exclusive rights of Landlord and other tenants and occupants to use such Parking Areas, and reasonable rules and regulations imposed by Landlord from time to time relating to the Parking Areas, provided such rules and regulations are not enforced discriminatorily against Tenant and not other tenants or occupants of the Parking Areas.

2. Term.

2.1 Initial Term. The initial term of this Lease shall commence on _____, 202_ (the “Commencement Date”) and, unless sooner terminated as provided herein, shall end on the last day of the month in which the fourth (4th) anniversary of the Commencement Date occurs (the “Initial Term”). The Initial Term, by itself or together with the Extension Term if exercised, are referred to herein collectively as the “Term”.

2.2 Extension Term. If the Initial Term has not been terminated, Tenant shall have the right to extend the Initial Term for up to [●] additional periods of [●] years (the “Extension Term”). In order to extend the Initial Term for the Extension Term, Tenant shall notify Landlord at least six (6) months prior to, but no earlier than eighteen (18) months prior to, the expiration date of the Initial Term (the “Extension Notice Window”) that Tenant desires to extend the Initial Term for the Extension Term. If Tenant has not given notice to Landlord within the Extension Notice Window of its desire to extend the Initial Term for the Extension Term, Tenant’s right to so extend the Initial Term shall not expire until Landlord shall have given Tenant written notice following the conclusion of the Extension Notice Window that Tenant shall lose its extension right if it does not notify Landlord of its intent to extend the Initial Term within five (5) business days from Tenant’s receipt of such notice from Landlord. It is a condition to the extension of the Initial Term of the Lease that (a) no Event of Default shall have occurred and be continuing as of the date Tenant gives notice to Landlord of Tenant’s intention to so extend the Initial Term for an additional [●] year period, and (b) no Event of Default shall have occurred and be continuing as of the initial day of the Extension Term. Any such extension of the Initial Term shall be subject to all the provisions of this Lease, as the same may be amended, supplemented or modified (except that Tenant shall have no right to extend the Term beyond the Extension Term).

2.3 Sale/Reletting. During the last six (6) months of the Term, Landlord shall have the right to advertise the availability of the Premises for reletting and to show the Premises to prospective tenants, occupants, architects, contractors or the like, following reasonable prior notice to Tenant, at such reasonable times agreed to by Landlord and Tenant. Landlord shall also have the right at any time to show the Premises to prospective purchasers or lenders following reasonable prior notice to Tenant at such reasonable times agreed to by Landlord and Tenant. Landlord shall be subject to all applicable laws and any reasonable requirements imposed by Tenant (including, but not limited to, HIPAA and COVID protocols) with respect to Landlord’s access to the Premises, whether under this Section 2.3 or otherwise, and Landlord shall make all reasonable efforts when it does enter the Premises for any reason not to disturb Residents or Tenant’s business operations.

2.4 Early Termination. In the event Tenant elects to relocate its operations and management of the New Jersey licensed long term care/skilled nursing facility comprised of two hundred and forty seven (247) licensed beds (the “Nursing Facility”) to a new location in Hudson County prior to the expiration of the Term, Tenant shall have the right to terminate this Lease without penalty on the last day of any calendar month provided (i) Tenant is not in default under this Lease, (ii) Tenant shall return the Premises with all obligations of Tenant under Section 6.1 of this Lease performed and in a broom-clean condition, (iii) Tenant shall pay all Base Rent and other amounts due under this Lease up to and including the termination date, (iv) Tenant shall provide evidence satisfactory to Landlord that Tenant shall continue to operate the Nursing Facility in Hudson County following the termination of this Lease in accordance with the Nursing Facility Operating Covenants (as defined in Section 10 hereof), and (v) Tenant shall have provided Landlord with at least ninety (90) days’ written notice of the proposed termination date.

3. Rent.

3.1 Initial Term Base Rent. The annual base rent payable to Landlord for the Premises (“Base Rent”) for the first year of the Initial Term is [●] , payable in advance on the Commencement Date and thereafter on the first day of each month in equal installments of [●], prorated for any partial month. On the day following the anniversary of the last day of the month in which the Commencement Date occurs and on such date annually thereafter (each an “Adjustment Date”) during the Initial Term,

Base Rent shall increase by [●] per year, resulting in the Base Rent being [●] for the second year of the Initial Term, [●] for the third year of the Initial Term and [●] for the fourth year of the Initial Term.

3.2 Extension Term Base Rent. Base Rent payable for each year of the Extension Term shall be adjusted on each Adjustment Date during the Extension Term to reflect the increase, if any, in the cost of living over the preceding year as hereinafter provided. The basis for computing the cost of living shall be the unadjusted Consumer Price Index for all Urban Consumers, All Items (1982-84 = 100) published by the Bureau of Labor Statistics of the United States Department of Labor (the “Index”). The Index for the calendar month immediately preceding the month in which the Adjustment Date falls for the prior calendar year shall be the “Base Index Number.” The Index for the calendar month immediately preceding the month in which the Adjustment Date falls for the current calendar year shall be the “Current Index Number.” The Base Rent for the calendar year commencing on such Adjustment Date shall be the product obtained from multiplying the annual Base Rent for the year immediately preceding the Adjustment Date by the fraction whose numerator is equal to the Current Index Number and whose denominator is equal to the Base Index Number; provided that in no event will Base Rent for such year be less than the Base Rent for the year immediately preceding the Adjustment Date. If the Index is not in existence at the time the determination is to be made, the parties shall use such equivalent price index as is published by a successor government agency in lieu of the Index; or, if no such price index is published, then the parties shall use a mutually acceptable equivalent price index as is published by a non-governmental agency. As used in this Lease, the term “Rent” shall mean Base Rent together with any Additional Rent (hereinafter defined).

3.3 Additional Rent. Tenant agrees to pay, in addition to the annual Base Rent described above, Taxes, and Insurance (as defined below) for the Premises (together with any other amounts due from Tenant to Landlord under this Lease, “Additional Rent”).

3.4 Taxes. Commencing on the Commencement Date, for each Tax Year within the Term, Tenant shall pay to the appropriate taxing authority in accordance with this Section 3.4, all Taxes for that Tax Year.

3.4.1 Tax Definitions. As used in this Lease:

(a) “Taxes” means the following items: (i) all real and personal property taxes, general and special assessments, and all other charges, assessments and taxes of every description, levied on or assessed against the Premises; (ii) all taxes on the personal property owned by Tenant and located on or in the Premises; (iii) all taxes on the leasehold estate to the full extent of installments assessed during the Term; (iv) any and all excise, transaction, sales or privilege tax now or hereafter imposed by any government or governmental agency upon Landlord on account of, attributed to, or measured by Rent or other charges payable by Tenant, provided that such amounts must be paid by Tenant to Landlord as Rent hereunder; and (v) any taxes assessed against the gross receipts of Tenant (but not Landlord) for the Premises. In furtherance of the foregoing, Landlord and Tenant acknowledge that the Premises constitutes a portion of property listed on the municipal tax rolls as Block 438, Lot 3, Qualifier X, which is currently designated as exempt from real estate property taxes. Upon or following the Commencement Date of the Lease, it is anticipated that the Tax Assessor for the Municipality (the “Tax Assessor”) will revise the municipal tax rolls to

designate the Premises as taxable for real estate property tax purposes. Tenant shall be responsible for the payment of all real estate property taxes commencing on or after the Lease Commencement Date which are solely attributable to the Premises. In the event the Tax Assessor places any added or omitted assessments on the Premises for any period of time commencing on or after the Lease Commencement Date, Tenant shall be responsible for any real estate property taxes due from any such added or omitted assessments.

(b) “Tax Year” means the 12-month period commencing on January 1 of each year, or such other 12-month period as may be duly adopted as the fiscal year for real estate tax purposes by the Municipality.

3.4.2 Contesting Taxes. If no Event of Default has occurred and is continuing, Tenant shall have the right itself, on behalf of Landlord, or to elect that Landlord contest or review by legal proceedings, as permitted under applicable law, any Taxes, and Landlord will reasonably cooperate therewith including joining in any proceeding for contest or review of such Taxes. With respect to a contest, unless the Taxes have been paid under protest, such protest or contest may be maintained without payment under protest only if permissible by law and any and all requirements of the county or municipality relating to the posting of any security, if any, in connection with such contest, have been satisfied at Tenant’s cost. The entire cost of the proceedings (including all costs, expenses, and attorneys’ fees reasonably sustained by Landlord in connection therewith) shall be borne by Tenant. Any amount already paid by Tenant and subsequently recovered as the result of such contest or review shall be the sole property of Tenant and, if received by Landlord, shall be immediately delivered to Tenant.

3.5 Intentionally Omitted.

3.6 Payments. All payments to be paid to Landlord hereunder shall be made payable to Landlord and sent to Landlord at the address set forth in Section 20.4, or as Landlord may otherwise specify in writing to Tenant. In the event this Lease commences on a day other than the first (1st) day of the month, the first monthly Rent payment shall be prorated based on the actual number of days in that month. If any sum is not paid within ten (10) days from its due date, Tenant agrees to pay Landlord a late charge equal to the lesser of eight percent (8%) per annum or the maximum rate permitted under applicable usury laws until paid (the “Default Rate”).

3.7 Intentionally Omitted.

3.8 Survival. The rights and obligations in this Section 3 shall survive the expiration or earlier termination of this Lease.

4. Use of Premises.

4.1 Permitted Uses. The Premises shall be used and occupied for a New Jersey licensed long-term care/skilled nursing facility and related uses in connection therewith (the “Permitted Use”). Tenant agrees to use the Premises in a careful, safe and lawful manner and not to use the Premises in such a manner as to cause loss, waste or destruction thereto.

4.2 Prohibited Uses. Tenant shall not use or allow the Premises to be used by any Person that is a Competitor of Hackensack Meridian Health (as hereinafter defined) or its Affiliates, or their

respective successors in interest, or by any Person that operates a Competing Business (as hereinafter defined). For purposes of this Lease, the following terms shall apply: (x) “Competitor of Hackensack Meridian Health” shall mean: (i) any facility that is licensed as a health care facility by the New Jersey Department of Health, or other New Jersey agency, including a successor state or federal agency or governmental unit that competes in any way with any health care services provided by Hackensack Meridian Health or its Affiliates, or their respective successors in interest (“Licensed Facility”), including but not limited to a hospital, ambulatory surgery center, imaging center, dialysis center, pain management center; home care or hospice agency, rehabilitation center, urgent care center; walk in clinic/medical office; (ii) any Person, including a health care practitioner, that has a license, certificate, permit or is otherwise authorized to provide health care services (diagnosis or treatment) that competes in any way with any health care services provided by Hackensack Meridian Health or its Affiliates, or their respective successors in interest (“Licensed Provider”); (iii) any entity that provides management and/or administrative services to a Licensed Facility or Licensed Provider; (iv) any healthcare system or its Affiliate, including but not limited to Atlantic Health System, RWJBarnabas Health, AtlantiCare Health System, Virtua Health, Lehigh Valley Health Network, or their respective successors in interest, or hospital, including RWJ University Medical Center, St. Peter’s Medical Center, Monmouth Medical Center, and Community Medical Center, or their successors in interest; (v) any medical group or physician that is directly or indirectly employed, controlled or leased by a Competitor of Hackensack Meridian Health as defined above or is a member of the medical staff of a Competitor of Hackensack Meridian Health, or any medical group that includes ten or more physicians regardless of the number of office location(s) of the medical group; and (vi) an insurance company, managed care organization, third party payor or their Affiliate if engaged, directly or indirectly in the provision or arrangement of health care or medical group services; and (y) “Competing Business” shall mean any business conducted or services provided at the adjacent or contiguous facilities to the Premises owned by Hackensack Meridian Health or its Affiliates or their respective successors in interest. Notwithstanding the foregoing, subject to any other agreement between Tenant and Landlord or its Affiliates, a Competitor of Hackensack Meridian Health and a Competing Business shall not include the following: (I) any service offered or provided directly to residents or patients admitted to the skilled nursing home (collectively referred to herein as “Residents”) by Tenant or its Affiliates (“Resident Services”); or (II) Resident Services that are contracted for by Tenant or its Affiliates from a third party, provided that the contractor for such services shall not be a Person defined in subsections (x)(iv), (x)(v) or (x)(vi) above; or (III) Medical care services provided to a Resident by such resident’s personal physician so long as such physician is not otherwise employed or engaged by the Licensed Facility to provide administrative or Resident Services.

5. Utilities.

5.1 Provision. Landlord shall ensure that reasonable and customary services and utilities are available at the Premises including the following: (a) electricity necessary to operate the Premises for its Permitted Use, including that necessary for any backup generators; (b) heat and air conditioning; (c) hot and cold running potable water for drinking, lavatory and toilet purposes; and (d) sewer services. Tenant shall pay, when due, directly to the utility, all bills for utilities consumed by Tenant at the Premises.

5.2 Service Interruptions. Landlord shall not be liable to Tenant in any respect for the inadequacy, stoppage, interruption, or discontinuance of any utility or service due to labor disputes, breakdown, accident, repair, or any other cause, including Force Majeure Events as defined in Section

20.5. Any interruption or discontinuance of service shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises, or any part thereof, nor shall it render Landlord liable to Tenant for any injury, loss, or damage, by abatement of rent or otherwise, nor shall it relieve Tenant from performance of Tenant's obligations under this Lease. Notwithstanding the foregoing, Tenant shall be entitled to an abatement of Base Rent if Tenant is prevented from using, and does not use, the Premises or any material portion thereof as a consequence of a Service Interruption Event in accordance with the provisions below. "Service Interruption Event" means the interruption of any utility or other service that is necessary for Tenant to occupy the Premises where the interruption: (a) is not caused by Tenant or anyone acting by or through Tenant; or (b) is caused by the acts or omissions of Landlord or anyone acting by or through Landlord. Tenant shall give Landlord notice of each Service Interruption Event. If a Service Interruption Event continues for more than five (5) consecutive business days after Landlord's receipt of such notice, then payments of Rent shall be abated for the period starting on the date when Tenant was first unable to so use the Premises, and ending on the date that Tenant is again able to so use the Premises, in the proportion that the rentable square footage of the Premises that Tenant is prevented from using, and does not use, bears to the total rentable square footage of the Premises.

6. Maintenance.

6.1 Tenant's Maintenance Responsibilities. Except to the extent caused by Landlord's negligence or willful misconduct, Tenant, at its own cost and expense, shall be responsible for and shall maintain and make all repairs and replacements necessary to keep the Premises in good, sanitary, and neat order, condition and repair, to a standard and in a manner consistent with other skilled nursing buildings of similar age and character which maintain an overall 4 or 5-star CMS rating in the metropolitan area of Hudson County, New Jersey, in compliance with all Governmental Regulations and in tenable, safe condition, casualty, condemnation and reasonable "wear and tear" excepted. Tenant's maintenance and repair requirements shall include but shall not be limited to trash removal, routine building system maintenance, window cleaning, pest control/extermination services, janitorial services, and all other day-to-day maintenance services normally provided in similarly skilled nursing buildings but shall not include any components of Landlord's Required Maintenance. If Landlord reasonably determines that Tenant is failing to comply with its maintenance and repair obligations, Landlord may send written notice thereof to Tenant therein specifying the nature of the failure(s) and Tenant shall have thirty (30) days thereafter within which to cure each default or, if such default is of a nature which cannot be cured within thirty (30) days, such greater period of time as is necessary to cure such default, so long as Tenant commences to cure within such thirty (30) day period and thereafter diligently pursues such cure to completion. If Tenant fails to cure any such default as so provided then Landlord, in its sole discretion, may, upon fifteen (15) days notice to Tenant, elect to undertake such maintenance and repair obligations by sending written notice thereof to Tenant in which event Tenant shall reimburse Landlord for the reasonable out-of-pocket costs and expenses incurred by Landlord in connection with such maintenance and repair obligations within fifteen (15) business days following demand (together with interest at the Default Rate accruing immediately following such 15 business day period if not timely paid).

6.2 Landlord's Maintenance Responsibilities. Landlord shall, at its expense, except to the extent caused by Tenant's negligence or willful misconduct, make all capital repairs and/or replacements to: (a) all structural elements of the Premises; (b) all major building systems (including electric and plumbing systems and HVAC) that serve the Premises; and (c) the roof, building foundation, downspouts, exterior walls, and windows of the Premises (collectively, "Landlord's

Required Maintenance”). Any work that is required to be performed by Landlord hereunder shall be performed with minimal disturbance to the Tenant and in a professional and workmanlike manner in accordance with generally accepted standards of the industry.

7. Alterations; Mechanics’ Liens.

7.1 Alterations. Tenant acknowledges and agrees that its right to make alterations, changes, improvements, replacements or additions (collectively, “Alterations”) to the Premises is governed by this Section 7. Alterations include, without limitation, changes in exterior material, colors and/or finishes of the Premises. The term “Alterations” shall not include (1) painting or wallpapering interior walls of the Premises, (2) hanging pictures or other decorations in the Premises, (3) installing moving personal property or medical equipment, or (4) any other non-structural, decorative change to the interior of the Premises. All Alterations must be diligently pursued to completion and be performed in a good and workmanlike, lien-free manner and in compliance with all applicable laws and ordinances. All Alterations shall require Landlord’s prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Any contractors used by Tenant must be approved by Landlord in advance, which approval shall not be unreasonably withheld, conditioned or delayed, be licensed and carry a comprehensive liability (and Tenant must maintain, or cause to be maintained, builder’s risk) insurance policy in such forms and amounts as Landlord may reasonably require and such contractor must provide proof of such insurance to Landlord prior to the commencement of any Alterations. Upon completion of any Alterations, Tenant must provide Landlord with a copy of its building permit, final inspection certificate and, if plans and specifications were required by Landlord, final “as built” plans and specifications, together with evidence of the lien-free completion of such Alterations. Landlord may from time to time establish, in its sole discretion, architectural controls with respect to exterior Alterations (which shall be applied in a non-prejudicial and consistent manner against all owners of buildings on the Land and/or adjoining land owned by Landlord or its Affiliates) and will not require modifications to the Premises unless Tenant is otherwise making exterior Alterations.

7.2 Plans; Approval Process. Tenant shall submit to Landlord sufficiently detailed plans and specifications as reasonably required by Landlord for any exterior Alteration, any Alteration that may materially affect any structural elements of the Premises or its building systems or as otherwise reasonably required by Landlord (“Alteration Plans”) to enable Landlord to evaluate the request, including with respect to any architectural controls which have been established by Landlord, and Tenant shall supplement the Alteration Plans with any additional information reasonably requested by Landlord in order to evaluate such request. Landlord shall either approve or disapprove (with objections listed with specificity) the Alteration Plans within thirty (30) days following complete delivery of the Alteration Plans and any reasonably required additional information to Landlord. If Landlord fails to approve or disapprove the Alteration Plans within the thirty (30) day period, then the Alterations Plans shall be deemed to have been disapproved by Landlord.

7.3 Effect of Approval. In constructing or installing any exterior Alteration approved pursuant hereto, Tenant shall not deviate in any material manner from the Alteration Plans approved by Landlord without Landlord’s prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord’s approval of Alteration Plans shall not be deemed a confirmation, agreement, representation or warranty by Landlord that the plans are adequate, accurate or sufficient or that the Alterations will be adequate or sufficient for their intended purpose or comply with Governmental Regulations.

8. Hazardous Materials.

8.1 Definitions.

8.1.1 “Hazardous Materials” shall mean any substance which is or contains: (1) any “hazardous substance” as defined in Section 101(14) of CERCLA (as defined below) or any regulations promulgated thereunder; (2) any “hazardous waste” as defined in RCRA (as defined below) or any regulations promulgated thereunder; (3) any substance regulated by the Toxic Substances Control Act (as defined below) or any regulations promulgated thereunder; (4) gasoline, diesel fuel or other petroleum hydrocarbons; (5) asbestos and asbestos containing materials, in any form, whether friable or nonfriable; (6) polychlorinated biphenyls (PCBs); (7) radon gas; (8) infectious waste, medical waste and potentially infectious biomedical waste which are or later become regulated by any local governmental authority, the State of New Jersey, or the United States Government; and (9) any other substances or materials which are currently regulated as hazardous or toxic under any Environmental Laws (as hereinafter defined). Hazardous Materials shall include, without limitation, any substance, the presence of which on any real property requires reporting, investigation or remediation under any Environmental Laws.

8.1.2 “Environmental Laws” shall mean the Clean Water Act (33 U.S.C. §1251 *et seq.*); the Clean Air Act (42 U.S.C. §7401 *et seq.*); the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601, *et seq.*) (“CERCLA”); the Resource Conservation and Recovery Act (42 U.S.C. §6901, *et seq.*) (“RCRA”); and the Toxic Substances Control Act (15 U.S.C. §2601, *et seq.*) (the “Toxic Substances Control Act”), each as may be amended or renumbered from time to time, and their respective state and local counterparts and all regulations promulgated pursuant to any of the foregoing.

8.2 Use. Tenant hereby agrees that Tenant and Tenant’s officers, directors, employees, representatives, agents, contractors, subcontractors, subtenants, concessionaires, invitees and any other occupants of the Premises (referred to collectively herein as “Tenant’s Representatives”) shall not use, generate, manufacture, refine, produce, process, store or dispose of, on, under or about the Premises or transport to or from the Premises in the future for the purpose of generating, manufacturing, refining, producing, processing, storing, disposing of or transporting Hazardous Materials, except in compliance with all applicable Environmental Laws. In furtherance of the foregoing, Tenant agrees that any generation, storage or disposal of medical waste by Tenant or Tenant’s Representatives shall be in accordance with all applicable rules, regulations and Environmental Laws regulating the generation, storage and disposal of medical waste. Furthermore, Tenant shall, at its own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the storage or use by Tenant or any of Tenant’s Representatives of Hazardous Materials on the Premises in accordance with Environmental Laws, including without limitation, discharge of appropriately treated materials or wastes into or through any sanitary sewer serving the Premises.

8.3 Remediation. If, at any time during the Term, any contamination of the Premises by Hazardous Materials shall occur where such contamination is caused by the act or omission of Tenant or Tenant’s Representatives (“Tenant Contamination”), then Tenant, at its sole cost and expense, shall promptly and diligently remove such Hazardous Materials from the Premises or the groundwater underlying the Premises to the extent reasonably possible in accordance with the requirements of all applicable Environmental Laws and industry standards then prevailing in the Hazardous Materials management and remediation industry in the Northern, New Jersey metropolitan area. However,

Tenant shall not take any required remedial action in response to any Tenant Contamination in, on or about the Premises or enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to any Tenant Contamination without first notifying, and consulting with Landlord as to Tenant's intention to do so and affording Landlord the opportunity to appear, intervene or otherwise appropriately assert and protect Landlord's interest with respect thereto. In addition to all other rights and remedies of the Landlord hereunder, if Tenant does not promptly and diligently take all steps to prepare and obtain all necessary approvals of a remediation plan for any Tenant Contamination, and thereafter commence the required remediation of any Hazardous Materials released or discharged in connection with Tenant Contamination within thirty (30) days as required by all applicable Environmental Laws after Landlord has been consulted with as to Tenant's remediation plan and all necessary approvals and consents have been obtained, and thereafter continue to prosecute said remediation to completion in accordance with the approved remediation plan, then Landlord, at its sole discretion, shall have the right, but not the obligation, to cause said remediation to be accomplished, and Tenant shall reimburse Landlord, within fifteen (15) business days after Landlord's demand for reimbursement of all amounts reasonably paid by Landlord (together with interest at the Default Rate until paid), when said demand is accompanied by proof of payment by Landlord of the amounts demanded. Tenant shall promptly deliver to Landlord copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the Premises as part of Tenant's remediation of any Tenant Contamination.

8.4 Disposition of Hazardous Materials. Except as removed from the Premises in strict accordance and conformity with all applicable Environmental Laws, Tenant shall cause any and all Hazardous Materials removed from the Premises as part of the required remediation of Tenant Contamination to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such Hazardous Materials.

8.5 Notice of Hazardous Materials Matters. Each party hereto (for purposes of this Section, the "Notifying Party") shall immediately notify the other party (the "Notice Recipient") in writing of: (a) any enforcement, clean-up, removal or other governmental or regulatory action instituted, contemplated or threatened concerning the Premises pursuant to any Environmental Laws; (b) any claim made or threatened by any person against the Notifying Party or the Premises relating to damage contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials on or about the Premises; and (c) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Premises including any complaints, notices, warnings or asserted violations in connection therewith, all upon receipt by the Notifying Party of actual knowledge of any of the foregoing matters. Notifying Party shall also supply to Notice Recipient as promptly as possible, and in any event within five (5) business days after Notifying Party first receives or sends the same, with copies of all claims, reports, complaints, notices, warnings or asserted violations of Environmental Laws relating in any way to the Premises or Tenant's use thereof.

8.6 Indemnification by Tenant. Tenant shall indemnify, defend, protect, and hold Landlord, and each of Landlord's partners (if applicable), members, employees, shareholders and officers, harmless from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses or expenses (including, without limitation, attorneys' fees and costs of litigation and all appeals) resulting from the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by: (1) any Tenant Contamination which occurs from and after the Effective Date; (2) Tenant's failure to comply with

any Environmental Laws with respect to the Premises from and after the Effective Date; or (3) a breach of any covenant, warranty or representation of Tenant under this Section 8, and such indemnity shall survive the expiration or sooner termination of this Lease. Tenant's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, clean-up or detoxification or decontamination of the Premises and the preparation and implementation of any closure, remedial action or other required plans in connection therewith. For purposes of the indemnity provisions hereof, any acts or omissions of Tenant or Tenant's Representatives (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to Tenant. Notwithstanding the foregoing, in no event shall Tenant be responsible for or required to indemnify Landlord for any matters that existed prior to the Commencement Date or that arise as a result of Landlord's negligence or actions.

9. Assignment and Subletting.

9.1 Landlord Consent Required. Subject to the provisions of Section 4 hereof, neither Tenant nor any sublessee or assignee of Tenant, directly or indirectly, voluntarily or by operation of law, shall enter into an Assignment of this Lease or a Sublease of the Premises without Landlord's prior written consent in each instance, which may be withheld or granted in Landlord's sole discretion. Tenant may Sublease a portion of the Premises without Landlord's consent for uses that are ancillary to Tenant's Permitted Use, as long as Tenant remains in possession of the remainder of the Premises and remains primarily liable under the terms of this Lease and the Sublease is expressly subordinate to this Lease. An "Assignment" means any sale, assignment, encumbrance, mortgage, pledge, or other transfer or hypothecation of all or any part of the Premises or Tenant's leasehold estate hereunder. A "Sublease" means any subletting of the Premises, or any portion thereof, or permitting the Premises to be occupied by any person other than Tenant or any individuals that are admitted as residents of the Nursing Facility. Any Assignment or Sublease that is not in compliance with this Section 9 shall be void. The acceptance of rental payments by Landlord from a proposed assignee, sublessee, or occupant of the Premises shall not constitute consent to such Assignment or Sublease by Landlord.

9.2 Request for Consent. Any request by Tenant for Landlord's consent to a specific Assignment or Sublease shall include: (a) the name of the proposed assignee, sublessee, or occupant; (b) the nature of the proposed assignee's, sublessee's, or occupant's business to be carried on in the Premises; (c) a copy of the proposed Assignment or Sublease documents or a summary of the terms of the proposed Assignment or Sublease; and (d) such financial information and such other information as Landlord may reasonably request concerning the proposed assignee, sublessee, or occupant or its business. Landlord shall respond in writing, including a statement of the reasons for any disapproval, within fifteen (15) business days after receipt of all information reasonably necessary to evaluate the proposed Assignment or Sublease.

9.3 Effect of Consent. No consent by Landlord to any Sublease by Tenant shall relieve Tenant of any obligation to be performed by Tenant under this Lease including the Nursing Facility Operating Covenants. The consent by Landlord to any Assignment or Sublease shall not relieve Tenant or any successor of Tenant from the obligation to obtain Landlord's express written consent to any other Assignment or Sublease. No Assignment or Sublease shall be valid or effective unless the assignee or sublessee or Tenant shall deliver to Landlord a fully-executed counterpart of the Assignment or Sublease and an instrument that contains a covenant of assumption by the assignee or agreement of the sublessee, reasonably satisfactory in substance and form to Landlord.

9.4 Permitted Transfers. Notwithstanding the other provisions of this Section 9, Tenant may assign this Lease to an Affiliate in connection with a merger, acquisition, reorganization or other consolidation of Tenant subject to the further conditions of this Section 9.4, and provided such merger, acquisition, reorganization or other consolidation relates to all the other facilities owned or operated by Tenant's parent company or Affiliates, and not just the Premises. Tenant shall give Landlord prior notice of any such Assignment but Tenant shall not be required to obtain Landlord's written consent to such Assignment. As used herein, (i) "Affiliate" means any Person which, directly or indirectly (including through one or more intermediaries), Controls or is Controlled by or is under common Control with any other Person, (ii) "Affiliate of Tenant" means any entity (A) controlled by, controlling, or under common control with Tenant (as Tenant is organized on the Effective Date) or Hackensack Meridian Health, Inc., or (B) any entity in which Hackensack Meridian Health, Inc. has an interest, (iii) "Control" (including the correlatives "Controlled" and "Controlling") means the possession, directly or indirectly, (including through one or more intermediaries) of the power to direct or cause the direction of the management and policies of any Person through the ownership or control of voting securities, partnership interests or other equity interests or otherwise, and (iv) "Person" means an individual, or a corporation, partnership, limited liability company, trust or other entity. In the event of any assignment permitted or consented to by Landlord, if required, under the terms of this Section 9, then: (i) Tenant's assignee, and any subsequent assignee who in turn enters into an Assignment, shall each remain fully and primarily liable for all of the obligations of Tenant under this Lease (regardless of any subsequent amendment or modification of this Lease and regardless of any further assignments, all of which are hereby deemed to be consented to by Tenant and subsequent assignees); and (ii) each assignee must agree in writing to assume the obligations of Tenant under this Lease pursuant to an assignment and assumption agreement in form reasonably acceptable to Landlord and delivered to Landlord within ten (10) days after the date that the lease assignment is executed.

10. Operating Covenants. Tenant represents, warrants and covenants that, in consideration of the sale of a portfolio of long-term care facilities and operations in New Jersey from Landlord and its affiliates to Tenant and its affiliates, it will ensure that the Nursing Facility will be continuously operated, whether in the Premises or elsewhere in Hudson County, New Jersey, until March 1, 2026 (the "Nursing Facility Operating Covenants"). The Nursing Facility Operating Covenants shall survive the termination of this Lease solely as a result of an Event of Default (as defined herein) hereunder, and shall replace and supersede the requirement in Section 6.21(a) of the Asset Purchase Agreement, dated March 22, 2022, between Hackensack Meridian Ambulatory Care, Hartwyck at Oak Tree, Inc., HMH Post Acute, LLC, and Complete Care Management LLC, as assigned and amended.

11. Indemnity and Insurance.

11.1 Property Insurance. Tenant shall, at its cost and expense, maintain at all times during the Term in force a policy of insurance against loss or damage by hazard and casualty, and such other perils as are covered under the broadest form of the "extended coverage" or "all risk" endorsements available in New Jersey, including, but not limited to, damage by wind, storm, hurricane, explosion, smoke, sprinkler leakage, vandalism, malicious mischief and such other risks as are normally covered by such endorsements. Any insurance proceeds shall be applied in the manner as set forth in this Lease. The insurance shall be carried and maintained for at least one hundred percent (100%) of the full (actual) replacement cost of the Premises and any other improvements owned by Landlord located on the Premises. Tenant shall be responsible for insuring all furnishings, trade fixtures, equipment

and other property owned by Tenant and all Alterations made by Tenant in an amount equal to the full replacement cost via “all risk” property insurance.

11.2 Commercial General Liability Insurance. Tenant shall, at its cost and expense, at all times during the Term, maintain in force, for the joint benefit of Landlord and Tenant, a policy of commercial general liability insurance issued by a carrier with a minimum A.M. Best rating of A-/VIII and licensed to do business the State of New Jersey, by the terms of which Landlord and Tenant are named as insureds and are indemnified against liability for damage or injury to the property or person (including death) of Tenant, its invitees or any other person entering upon or using the Premises. Such insurance policy or policies shall be maintained on the minimum basis of One Million and 00/100ths Dollars (\$1,000,000.00) per occurrence and Three Million and 00/100ths Dollars (\$3,000,000.00) in the aggregate for damage to property and for bodily injury or death as to any person, and an aggregate of not less than One Million and 00/100ths Dollars (\$1,000,000.00) per occurrence and Three Million and 00/100ths Dollars (\$3,000,000.00) in the aggregate, the total limits of which may be met by a combination of primary and excess/umbrella policies.

11.3 Public Liability, Workmen’s Compensation and Other Insurance.

11.3.1 During the construction of any Alterations to the Premises, Tenant or its contractor shall carry and maintain such public liability and workmen’s compensation insurance as shall be required by the laws of the State of New Jersey and builders’ risk or similar type insurance for the full replacement cost.

11.3.2 Tenant shall carry and maintain such public liability and workmen’s compensation insurance with respect to its employees as shall be required by the laws of the State of New Jersey.

11.3.3 Tenant shall carry and maintain motor vehicle liability insurance with coverage for all owned, non-owned and hired vehicles with combined limits of not less than \$1,000,000 each accident for bodily or property damage.

11.3.4 Tenant shall carry professional liability insurance with limits no less than \$1,000,000 per claim and \$3,000,000 annual aggregate.

11.4 Waiver of Subrogation. So long as it is permissible to do so under the laws and regulations governing the writing of insurance within the State of New Jersey, all insurance carried by Landlord and Tenant will provide for a waiver of rights of subrogation against Landlord and Tenant on the part of the insurance carrier. Landlord and Tenant and all parties claiming under them mutually release and discharge each other and such other party’s officers, directors, owners, employees and agents from all recovery, claims, actions or causes of action for any loss or damage to property covered or would have been covered by the insurance policies required to be carried under this Lease (**WHETHER OR NOT THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF THE OTHER PARTY OR ITS AFFILIATES OR THEIR EMPLOYEES, OFFICERS, DIRECTORS, OWNERS OR AGENTS**), and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof, and evidence such waiver by endorsement to the required insurance policies. The failure of either party (“Uninsured Party”) to take out or maintain any insurance policy required under this Lease will be a defense to any claim asserted by or on behalf of

the Uninsured Party against the other party hereto by reason of any loss sustained by the Uninsured Party that would have been covered by any such required policy.

11.5 Indemnification. Subject to Section 11.4 above, Tenant hereby agrees to indemnify, protect, defend and save Landlord and Landlord's Representatives (as hereunder defined), harmless from and against any and all losses, damages, actions, fines, penalties, demands, damages, liability and expense, including reasonable attorneys' fees and costs of litigation and all appeals, in connection with the loss of life, personal injury and damage to property arising from or out of: (1) any occurrence in, upon, at or about the Premises from and after the Effective Date caused by the negligence or intentional misconduct of Tenant; (2) the negligent or wrongful occupancy, use, construction upon and maintenance of the Premises by Tenant from and after the Effective Date; (3) the operation of the business of Tenant on the Premises; and (4) any act or failure to act, occasioned wholly or in part by Tenant and Tenant's Representatives. Nothing contained herein shall be construed to make Tenant liable for any injury or loss caused by the gross negligence or willful misconduct of Landlord or any agent or employee of Landlord, for which Landlord shall indemnify and hold Tenant harmless. As used herein, the term "Landlord's Representatives" means Landlord's officers, directors, employees and agents.

11.6 General Insurance Requirements.

11.6.1 All of Tenant's insurance policies must be primary and contain a provision naming Landlord (and any mortgagee designated by Landlord) as an additional insured.

11.6.2 Landlord reserves the right to require reasonable increases in the coverage limits of Tenant's insurance policies from time to time during the Term; and the requested increase will be deemed reasonable if consistent with commercially reasonable practices for similar facilities in the Northern, New Jersey metropolitan area.

11.6.3 Tenant shall deliver to Landlord a certificate evidencing all of Tenant's insurance policies, together with proof of payment of the premium thereof on the Effective Date and upon the reasonable request of Landlord, and renewal certificates and proof of payment of premiums therefor shall be delivered to Landlord not less than thirty (30) days prior to the expiration date of any such insurance policies during the Term.

11.6.4 All of Tenant's insurance policies shall be cancelable only after delivery to Landlord and Tenant of thirty (30) days' prior written notice thereof.

11.6.5 In the event Tenant fails to timely pay any premium on any of its insurance policies when due, Landlord shall be authorized to do so, and may charge all costs and expenses thereof, including the premium and interest at the Default Rate, to Tenant, to be paid by Tenant as Additional Rent hereunder.

11.6.6 All of insurance policies carried hereunder shall be stated to be primary and noncontributing with any insurance which may be carried by any other party hereto.

11.6.7 Notwithstanding anything herein to the contrary, Landlord and Tenant hereby agree that Tenant shall not be in default under this Lease with respect to its obligations to maintain the insurance coverage set forth above if and for so long as (i) Tenant procures such insurance coverage from a captive licensed insurer in good standing and acceptable to Landlord (not to be

unreasonably withheld, conditioned or delayed) or through a self-insurance program maintained by Tenant's parent company or other entity acceptable to Landlord, not to be unreasonably withheld, conditioned or delayed (an "Approved Insurer"), (ii) Tenant maintains the required insurance coverage in effect throughout the Term of this Lease in accordance with all applicable provisions of this Lease, and (iii) Approved Insurer maintains a minimum tangible net worth in an amount customarily in place for similarly situated captive insurance companies in the long term care industry (as determined by a nationally recognized insurance consultant mutually acceptable to Landlord and Tenant, not to be unreasonably withheld, conditioned or delayed). In the event Tenant elects to carry the required insurance coverage under a self-insurance program, Tenant shall provide Landlord, prior to the effective date of such self-insurance, with a written undertaking, in form and content reasonably satisfactory to Landlord, from Approved Insurer that Approved Insurer shall be wholly responsible for providing the insurance coverage required to be maintained by Tenant and complying with the applicable provisions of this Lease.

12. Damage and Destruction.

12.1 Landlord's Duty to Restore Premises. At any time during the Term of this Lease, if the Premises, or any part thereof, is damaged and/or destroyed in whole or in part by fire or other casualty, this Lease shall continue in full force and effect, and Landlord, at its sole cost and expense, shall repair and restore the damaged or destroyed Premises (other than Tenant's furnishings, trade fixtures, equipment, personal property and Alterations) in a good and workmanlike, lien-free manner and in compliance with all Governmental Regulations. The work of repair and restoration shall be commenced by Landlord when reasonably possible, subject to delays caused by any Force Majeure Event (as defined in Section 20.6 below), and shall be completed as soon as practicable.

12.2 Option to Terminate Lease for Destruction. Notwithstanding Section 12.1 above, either Landlord or Tenant may terminate this Lease by written notice to the other following a casualty in the following circumstances: (a) if the Premises is not restored within twelve (12) months of the casualty, subject to Force Majeure Events as provided in Section 20.5, either party may terminate following such twelve (12) month period provided that, if Tenant gives Landlord written notice that it is exercising its termination right hereunder and Landlord is able to restore the damage within thirty (30) days from receipt of Tenant's notice, Landlord may, at its option, render such notice void by written notice to Tenant, or (b) if, following a casualty, Landlord's contractor determines that the Premises is incapable of being restored within twelve (12) months, Landlord shall give Tenant written notice thereof and either itself terminate the Lease in such notice or Tenant may terminate the Lease within five (5) days from receipt of such notice.

12.3 Rent Abatement. If damage or destruction renders all or part of the Premises untenantable, Rent shall proportionately abate commencing on the date of the damage or destruction and ending on the date the Premises are delivered to Tenant with the restoration substantially completed or the date this Lease is terminate pursuant to Section 12.2 hereof. The extent of the abatement shall be based upon the portion of the Premises rendered untenantable. Notwithstanding the foregoing, in the event damage or destruction renders a significant portion of the Premises untenantable, so that Tenant cannot reasonably operate in the remaining portion of the Premises for the Permitted Use, Rent shall be abated for the entire Premises.

12.4 Terminating Covenants. Any termination of this Lease by casualty shall terminate the Nursing Facility Operating Covenants.

13. Condemnation.

13.1 Total Taking. A “Taking” means any taking for any public or quasi-public use by condemnation or other eminent domain proceedings pursuant to any general or special law, or any permanent transfer in settlement of or under threat of any condemnation or other eminent domain proceedings. If the entire Premises is subject to a Taking, this Lease shall automatically terminate as of the date that title vests in the condemning authority.

13.2 Partial Taking. If there is a Taking of a part of the Premises, this Lease shall automatically terminate as to the portion of the Premises so taken as of the date that title vests in the condemning authority. If Tenant reasonably determines that the Taking renders the balance of the Premises unusable by Tenant for the Permitted Use, then Tenant may terminate this Lease by written notice delivered to Landlord within thirty (30) days after the date of the Taking. If there is a Taking of part of the Parking Areas that Landlord or Tenant reasonably determines will render the Parking Areas insufficient or unable to support the Premises and Palisades, Landlord may terminate this Lease by written notice delivered to Tenant within thirty (30) days after the date of the Taking. Any such election to terminate the Lease as to the remaining portion of the Premises shall be effective as of the date specified in the termination notice. In the event of a partial Taking that does not result in a termination of this Lease as to the entire Premises, then from and after the date of such partial Taking, Rent shall be equitably adjusted in relation to the portions of the Premises taken or rendered unusable by such partial Taking.

13.3 Restoration. If this Lease is not terminated as a result of any Taking, Landlord shall restore the Premises to an architecturally whole unit and make any other necessary repairs to the Parking Areas; provided, however, that Landlord shall not be obligated to expend on such restoration more than the amount of condemnation proceeds actually received by Landlord.

13.4 Allocation of Awards. Landlord shall be entitled to the entire award for any Taking, including any award made for the value of the leasehold estate created by this Lease. No award for any partial or total Taking shall be apportioned, and Tenant hereby assigns to Landlord its share, if any, of any award made in any Taking of the Premises or the estate created by this Lease, together with any and all rights of Tenant now or hereafter arising in or to such award or any part thereof. The foregoing shall not be deemed to grant Landlord any rights or interests in or to any separate award made directly to Tenant for its relocation expenses, the taking of property and fixtures belonging to Tenant, or the interruption of or damage to Tenant’s business.

13.5 Temporary Taking. A “Temporary Taking” means a Taking of all or any portion of the Premises or Parking Areas for a period not exceeding three (3) months during the Term. If there is a Temporary Taking, this Lease shall remain in full force and effect; provided, however, that Rent shall abate during the Temporary Taking period in proportion to the portion of the Premises, if any, subject to the Temporary Taking. Landlord shall be entitled to receive the entire award made in connection with any such Temporary Taking; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any separate award made to Tenant for its relocation expenses, the taking of property and fixtures belonging to Tenant, or the interruption of or damage to Tenant’s business.

13.6 Voluntary Conveyance. A voluntary conveyance by Landlord to an agency with condemning authority under threat of a taking under the power of eminent domain in lieu of formal proceedings shall be deemed a taking within the meaning of this Section 13.

13.7 Terminating Covenants. Any termination of this Lease by Taking terminate the Nursing Facility Operating Covenants.

14. Liens. Providing that there is no Event of Default hereunder and upon the request of Tenant, Landlord shall subordinate its statutory landlord's lien on furniture, fixtures and equipment to the purchase money lien and/or lessor's ownership rights in and to new furniture, fixtures and equipment; provided, however, that each such subordination of landlord's lien shall only be to third party lenders or lessors that are in no way related to or affiliated with the Tenant; Nothing herein shall prohibit Tenant from obtaining a loan for working capital, which loan may be secured the assets and property of Tenant, including, without limitation, this Lease. Any security interests and liens granted to Landlord in any property of Tenant shall be subject and subordinated to any first priority security interest granted in connection with any such financing secured by Tenant and to all renewals, modifications, extensions and replacements thereof. Landlord agrees to promptly execute and deliver customary or standard documents, consents, acknowledgements and agreements reasonably required by such working capital lender upon Tenant's request (including, without, limitation, requiring notice and opportunity to cure to Tenant's lender). Landlord will cooperate with Tenant and Tenant's working capital lender to effectuate Tenant's working capital loan. Landlord agree to prepare and file, or consent to the filing of, within five (5) days following Tenant's request therefor, such financing statements or other instruments as may be reasonably requested by Tenant to evidence or effect subordination of Landlord's lien to the lien of the institutional lender described above. The subordination to Tenant's lender shall be on such lender's form of subordination agreement as reasonably agreed to by Landlord.

15. Defaults by Tenant; Remedies.

15.1 Defaults.

Each of the following events shall be a default by Tenant and a breach of this Lease, and shall constitute an "Event of Default" hereunder:

15.1.1 Attachment or Other Levy. The subjection of any right or interest of Tenant in the Premises to attachment, execution or other levy, or to seizure under legal process, if not released within ninety (90) days.

15.1.2 Appointment of Receiver. The appointment of a receiver, if such receiver is not removed within one-hundred eighty (180) days, to take possession of the Premises, or of Tenant's interest in the leasehold estate, or of Tenant's operations on the Premises for any reason including, but not limited to, assignment for benefit of creditors or voluntary or involuntary bankruptcy proceedings, but not including receivership: (1) pursuant to administration of the estate of any deceased or incompetent individual member of any Tenant; or (2) instituted by Landlord, the Event of Default being not the appointment of a receiver at Landlord's instance, but the event justifying the receivership, if any.

15.1.3 Insolvency; Bankruptcy. An assignment by Tenant for the benefit of creditors, or the filing of a voluntary or involuntary petition by or against Tenant under any law for the purpose of adjudicating Tenant a bankrupt; or for extending time for payment, adjustment or satisfaction of Tenant's liabilities; or reorganization, dissolution, or arrangement on account of, or to prevent bankruptcy or insolvency; unless, in case of such that are involuntary on Tenant's part, the assignment, proceedings, and all consequent orders, adjudications, custodies and supervisions are

dismissed, vacated or terminated within one-hundred twenty (120) days after the assignment, filing or other initial event.

15.1.4 Default in Payment Under this Lease. Failure of Tenant to pay any installment of Rent, or any impositions or other monetary obligations of any nature whatsoever required to be paid by Tenant under this Lease within ten (10) days following written notice from Landlord to Tenant if such payment has not been made when due and payable.

15.1.5 Default in Nursing Facility Operating Covenants. If Tenant violates the Nursing Facility Operating Covenants, for which no notice or cure period is required.

15.1.6 Default in Performance of Other Obligations Under this Lease. Except as provided in Section 15.1.5 hereof, failure of Tenant to observe or perform any of its other non-monetary covenants, conditions or agreements under this Lease, or the breach of any warranties or representations of Tenant under this Lease if such failure continues for sixty (60) days after written notice is given by Landlord specifying the nature of the default to cure the default; *provided, however*, that if after exercise of due diligence and its best efforts to cure such non-monetary default Tenant is unable to do so within the sixty (60) day period, then the cure period shall be extended for such reasonable time as may be necessary for curing such default not to exceed an additional sixty (60) days, so long as Tenant continues to diligently prosecute to completion the curing of the default. Notwithstanding anything herein to the contrary, in the event of any default under the provisions of (i) Section 4.1 or Section 9.1 of this Lease, Landlord shall provide Tenant with written notice of such default and Tenant shall cure such default within forty-five (45) days following receipt of such written notice.

15.1.7 Intentionally Omitted.

15.2 Landlord's Remedies. If an Event of Default occurs, or if this Lease and the Term shall expire and come to an end as provided in Section 15.1, Landlord shall have all of the following rights and remedies in addition to all other rights and remedies available to Landlord at law or in equity:

15.2.1 Repossession of Premises. Landlord and its agents may immediately, or at any time thereafter or after the date upon which this Lease and the Term shall expire and come to an end, re-enter the Premises or any part thereof, either by summary proceedings, or by any other applicable action or proceeding (without being liable to indictment, prosecution, or damages therefor), and may repossess the Premises and dispossess Tenant and any other persons from the Premises and remove any and all their property and effects from the Premises.

15.2.2 Reletting the Premises. Landlord, at Landlord's option, may relet the whole or any part or parts of the Premises from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for such term or terms ending before, on, or after the expiration of the Term, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Landlord, in its sole discretion, may determine. Landlord shall use commercially reasonable efforts to mitigate its damages by reletting the Premises or any part thereof but shall in no event be liable for failure to relet the Premises or any part thereof, or, in the event of any such reletting, for failure to collect any rent due upon any such reletting, and no such failure shall operate to relieve Tenant of any liability under this Lease or otherwise to affect any such liability. Landlord, at Landlord's option, may make such repairs, replacements, alterations, additions, improvements, decorations, and other physical changes to the Premises as Landlord, in its reasonable discretion,

considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Lease or otherwise affecting any such liability. Tenant shall in no event be entitled to any rents collected or payable under any reletting, whether or not such rents shall exceed the Rent reserved in this Lease.

15.2.3 Landlord's Costs. In the event that Landlord files an action for the possession of the Premises, for the failure by Tenant to pay Rent or any sum due under this Lease, or because of the breach of any provision of this Lease or for any other relief against Tenant, then Tenant shall reimburse Landlord for all reasonable out-of-pocket costs and expenses, including reasonable attorneys' fees, incurred by Landlord therein, which obligation shall be deemed to have accrued on the date of the commencement of such action and shall be enforceable whether or not the action is prosecuted to judgment. This provision is intended to supplement (and not to limit) other provisions of this Lease pertaining to indemnities and/or attorneys' fees.

15.2.4 Additional Remedies. Mention of any particular remedy in this Lease, shall not preclude Landlord from any other remedy, in law or in equity, including specific performance and injunction.

15.3 Damages. If this Lease and the Term shall expire and come to an end as provided in Section 15.1, or by or under any summary proceeding or any other action or proceeding, or if Landlord shall re-enter the Premises as provided in Section 15.2, or by or under any summary proceeding or any other action or proceeding, then Tenant shall have the following obligations:

15.3.1 Recovery of Costs. Tenant shall pay to Landlord all Rent and other charges payable under this Lease by Tenant to Landlord to the date upon which this Lease and the Term shall have expired and come to an end or to the date of re-entry upon the Premises by Landlord, as the case may be.

15.3.2 Landlord's Damages. Tenant shall pay to Landlord, as damages, any deficiency ("Deficiency") between the Rent reserved in this Lease for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of Section 15.2.2 for any part of such period (first deducting from the rents collected under any such reletting all Landlord's actual expenses in connection with the termination of this Lease, or Landlord's re-entry upon the Premises and with such reletting including, but not limited to, all repossession costs, brokerage commissions, advertising, legal expenses, attorneys' fees and disbursements, alteration costs, and other expenses of preparing the Premises for such reletting); any such Deficiency shall be paid in monthly installments by Tenant on the days specified in this Lease for payment of installments of Rent. Landlord shall be entitled to recover from Tenant each monthly Deficiency as the same shall arise. No suit to collect the amount of the Deficiency for any month shall prejudice Landlord's right to collect the Deficiency for any subsequent month by a similar proceeding.

15.3.3 Final Damages. Whether or not Landlord shall have collected any Deficiency as aforesaid, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord, on demand, in lieu of any further Deficiencies as and for liquidated and agreed final damages, a sum equal to the amount by which the Rent reserved in this Lease for the period which otherwise would have constituted the unexpired portion of the Term exceeds the then fair and reasonable rental value of the Premises for the same period with both amounts being discounted to present value at a rate of interest equal to one percentage point above the then "Prime Rate" published in *The Wall Street*

Journal, less the aggregate amount of Deficiencies theretofore collected by Landlord for the same period. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Premises, or any part thereof, shall have been relet by Landlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the Premises so relet during the term of the reletting.

15.4 Landlord Default. Landlord will be in default of this Lease (a “Landlord Default”) if it fails or refuses to perform any obligation of Landlord under this Lease within thirty (30) days after written notice thereof from Tenant to Landlord; provided, however, if such obligation cannot reasonably be performed within such thirty (30) day period, Landlord will not be in default of this Lease if Landlord commences to perform within the thirty (30) day period and thereafter diligently pursues such performance to completion. In the event of a Landlord Default (beyond applicable notice and cure periods), then Tenant may, at its option, (i) proceed in equity or at law to compel Landlord to perform its obligations, (ii) recover actual damages proximately caused by such failure to perform, including, without limitation, reasonable attorneys’ fees, and/or (iii) with no less than ten (10) days additional prior written notice and opportunity to cure (except in the case of an emergency), cure the Landlord Default at Landlord’s cost. If Tenant, at any time, by reason of a Landlord Default, pays any reasonable sum or does any reasonable act that requires the payment of any sum, the sum paid by Tenant shall be due from Landlord to Tenant within thirty (30) days after written request and evidence of payment thereof. If the Landlord fails to pay any such sums due within such thirty (30) day period, Tenant shall have the right to offset the amounts due against its Rent payments until reimbursed in full.

16. Signs. Tenant shall have the right to install, maintain and replace in, on, over or in front of the Premises or in any part thereof such signs and advertising matter as Tenant may desire. All signage and advertising in connection with the Premises be consistent with Landlord’s policies and procedures (which shall be applied in a non-prejudicial and consistent manner against all owners of buildings on the Land and/or adjoining land owned by Landlord or its affiliates). Tenant shall comply with any applicable requirements of governmental authorities having jurisdiction and shall obtain any necessary permits for such purposes. As used in this Section, the word “sign” shall be construed to include any placard, light or other advertising symbol or object, irrespective of whether the same be temporary or permanent.

17. Subordination, Non-Disturbance & Attornment. This Lease shall be subordinate to any ground lease, mortgage, or any other hypothecation for security now or hereafter placed upon the Premises and to all renewals, modifications, consolidations, replacements and extensions thereof provided Tenant receives a commercially reasonable subordination, non-disturbance and attornment agreement (“SNDA”), signed by each ground lessor or mortgagee, that provides that, so long as no Event of Default exists, Tenant’s use and occupancy of the Premises shall not be disturbed. If any mortgagee or ground Landlord shall elect to have such ground lease, mortgage or any other hypothecation for security be prior to this Lease, and shall give written notice thereof to Tenant, such mortgage or ground lease shall be deemed prior to this Lease, whether this Lease is dated prior or subsequent to the date of said mortgage or ground lease or the date of recording thereof.

18. Quiet Enjoyment. Landlord hereby covenants and agrees that Tenant, upon paying the Rent and keeping the covenants of this Lease, shall have the right to lawfully and quietly hold and occupy the Premises and enjoy the Premises during the Term without any interference, ejection or molestation.

19. Intentionally Omitted.

20. Miscellaneous.

20.1 Successors. All rights, remedies and liabilities herein recorded or imposed upon either of the parties hereto shall extend to their heirs, executors, administrators, successors and permitted assigns.

20.2 Severability. If any term or provision of this Lease or any amendments hereto shall be found to be invalid or unenforceable to any extent, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

20.3 Incorporation. This Lease, upon full execution, supersedes and revokes any and all previous leases governing the Premises, lease negotiations, similar arrangements, letters of intent to lease, offers to lease, lease proposals or drafts, brochures, representations, and information conveyed, whether oral or written, between parties hereto or their respective representations or any other person purported to represent Landlord or Tenant.

20.4 Notices. All notices, requests, demands and other communications hereunder shall be given in writing and shall be: (a) personally delivered; (b) sent by electronic mail or other electronic means of transmitting written documents with a copy to follow by overnight courier; or (c) sent to the parties at their respective addresses indicated herein by registered or certified U.S. mail, return receipt requested and postage prepaid, or by a nationally recognized private overnight mail courier service (such as Federal Express). The respective addresses to be used for all such notices, demands or requests are as follows:

If to Landlord:

Attention:

Email:

With a copy to:

Attention:

Email:

If to Tenant:

Attention:

Email:

With a copy to:

Attention:

Email:

If personally delivered, such communication shall be deemed delivered upon actual receipt; if electronically transmitted, such communication shall be deemed delivered the next business day after transmission (and sender shall bear the burden of proof of delivery); if sent by overnight courier, such communication shall be deemed delivered upon receipt; and if sent by U.S. mail, such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service, or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal. Any party to this Lease may change its address for the purposes of this Lease by giving notice thereof in accordance with this Section.

20.5 Unavoidable Delays. If either party shall be delayed or prevented from the performance of any act required by this Lease by reason of any unforeseeable acts of God, strikes, lockouts, labor troubles, epidemic/pandemic, inability to procure materials, restrictive Governmental Regulations or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted) (collectively, “Force Majeure Events”), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; *provided, however*, nothing in this Section shall excuse Tenant from the prompt payment of any Rent or other charge required of Tenant except as may be expressly provided elsewhere in this Lease.

20.6 Waiver of Trial by Jury. **LANDLORD AND TENANT MUTUALLY, EXPRESSLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY FOR ANY PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, OR ANY CONDUCT OR COURSE OF DEALING OF THE PARTIES, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PERSONS. THIS WAIVER IS A MATERIAL INDUCEMENT TO LANDLORD AND TENANT TO ENTER INTO THIS LEASE.**

20.7 Regulatory and Tax Compliance.

20.7.1 Each of Landlord and Tenant is responsible for compliance with all applicable laws, rules, regulations, or ordinances which may relate to its respective activities and responsibilities under this Lease. The purpose of this Lease is to enter into a commercially reasonable and fair market value arrangement for the lease of the Premises.

20.7.2 This Lease is intended to comply fully with the provisions of 42 U.S.C. §1320a–7b(b) and its related regulations (the “Anti-Kickback Statute”). Without limiting the generality of the foregoing, neither Landlord nor Tenant is, by virtue of this Lease or otherwise, offering, paying, soliciting, or receiving remuneration in return for referring an individual to or from the other party for the furnishing of any item or service reimbursable under Medicare or any other federal health care program. Neither the Rent due hereunder, nor any other benefits conferred by either party to the other party under this Lease, take into account the volume or value of any referrals

or other business generated between the parties for which payment may be made in whole or in part under Medicare or any other federal health care program.

20.7.3 This Lease is not intended to create an indirect compensation arrangement under 42 U.S.C. §1395nn and its related regulations (the “Stark Law”) between either party and any physicians employed or contracted by the other party. Without limiting the generality of the foregoing, neither party shall have an arrangement with a physician that refers to the other party by which such physician receives aggregate compensation that varies with the volume or value of referrals or other business generated by the physician for the other party.

20.7.4 This Lease is not intended to result in the conferring of private benefit or private inurement by Landlord to Tenant in violation of the requirements for tax-exempt organizations. Without limiting the generality of the foregoing, this Lease provides for Tenant’s lease of the Premises from Landlord in exchange for the payment of reasonable compensation that is consistent with fair market value.

20.7.5 Notwithstanding any other provision of this Lease, if there is any Change of Law (as defined below) which results in an Adverse Consequence (as defined below), the parties hereto agree to cooperate in making reasonable revisions (the “Revisions”) to this Lease in order to avoid such Adverse Consequence(s). As used herein, (A) “Change of Law” means: (i) any new legislation enacted by the Federal or any state government; (ii) any new law, rule, regulation, guideline, or new development or interpretation passed, issued or promulgated by any governmental agency or third party payor; or (iii) any order or decree issued by any judicial or administrative body, and (B) “Adverse Consequence” means a Change of Law that prohibits, restricts, limits or otherwise affects any party’s rights or obligations hereunder in a material manner or otherwise makes it desirable for any party to this Lease to restructure the relationship established hereunder because of material legal or financial consequences expected to result from such Change of Law, including, but not limited to, avoiding violation of the Anti-Kickback Statute or the Stark Law, or the preservation of the tax-exempt status of Tenant or any of its Affiliates for income, real estate or any other tax-related purposes or the ability to sell, refinance, refund or maintain the tax-exempt status of bonds issued on tax-exempt basis by or on behalf of Tenant or any of its Affiliates.

20.8 Holdover. If Tenant remains in possession of the Premises or any part thereof after the expiration or sooner termination of the Term, Tenant shall become a tenant at will and shall pay the Landlord Base Rent equal to one hundred and fifty percent (150%) of the Base Rent paid by Tenant in the last month prior to the expiration or termination of this Lease, which shall be payable on a per diem basis, not to exceed the amount permitted to be charged by a Landlord under applicable law. Notwithstanding that Landlord may allow Tenant to continue in possession after the expiration or sooner termination of this Lease, neither that nor the provisions of this Section shall constitute a waiver of any of Landlord’s rights under this Section or this Lease. Further, notwithstanding the payment of Rent by Tenant and acceptance thereof by Landlord as provided in this Section, Tenant shall be in continuing breach of this Lease at any time or during any period in which Tenant is a holdover tenant.

20.9 Attorneys’ Fees. If Landlord or Tenant employs an attorney to assert or defend any action arising out of the breach of any term, covenant or provision of this Lease, or to bring legal action for the unlawful detainer of the Premises, the prevailing party will be entitled to recover reasonable attorneys’ fees and costs of suit incurred in connection therewith from the non-prevailing party. For purposes of this Section 20.9, a party will be considered to be the “prevailing party” if: (a)

such party initiated the litigation and substantially obtained the relief that it sought (whether by judgment, voluntary agreement or action of the other party, trial, or alternative dispute resolution process); (b) such party did not initiate the litigation and either: (1) received a judgment in its favor, or (2) did not receive judgment in its favor, but the party receiving the judgment did not substantially obtain the relief that it sought; or (c) the other party to the litigation withdrew its claim or action without having substantially received the relief that it was seeking.

20.10 Survival of Indemnities. All indemnities of Tenant and Landlord under this Lease shall survive the expiration or earlier termination of this Lease for a period of one (1) years.

20.11 No Waiver of Breach. No failure by either Landlord or Tenant to insist upon the strict performance by the other of any covenant, agreement, term or condition of this Lease, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement and term of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

20.12 Gender. The use herein of: (a) any gender includes all others, and (b) the singular number includes the plural and vice-versa, whenever the context so requires.

20.13 Captions. Captions in this Lease are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Lease or any of the terms hereof.

20.14 Entire Agreement. This Lease contains the entire agreement between the parties regarding the subject matter hereof. Any oral or written representations, agreements, understandings and/or statements shall be of no force and effect.

20.15 Waiver; Amendment. No modification, waiver, amendment, discharge or change to this Lease shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

20.16 Time. Time is of the essence of each obligation of each party hereunder.

20.17 Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of New Jersey.

20.18 Binding Effect. Subject to any provision of this Lease that may prohibit or curtail assignment of any rights hereunder, this Lease shall bind and inure to the benefit of the respective heirs, assigns, personal representatives, and successors of the parties hereto.

20.19 Execution of Other Instruments. Each party agrees that it shall, upon the other's request, take any and all steps, and execute, acknowledge and deliver to the other party all further instruments necessary or expedient to effectuate the purpose of this Lease.

20.20 Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one instrument.

20.21 Estoppel Certificate. Either party shall execute, acknowledge and deliver to the other party, within thirty (30) days after written request from the other party, a statement in writing certifying, if such is the case, that this Lease is unmodified and in full force and effect (or if there

have been modifications, that the same is in full force and effect as modified); the date of commencement of this Lease; the dates through which the Rent and other charges have been paid; any alleged defaults and claims against the other party; and such other factual information as shall be reasonably requested.

20.22 HIPAA Considerations. Landlord and its members, officers, employees and agents (collectively “Agents”) and Tenant acknowledge that by entering into this Lease, Landlord and its Agents may have incidental access to information about Tenant’s patients that is protected under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Notwithstanding the foregoing, nothing contained in this Lease requires or subjects Landlord and its Agents to comply with HIPAA or its implementing regulations. The parties further acknowledge that all protections afforded the patient information created, maintained, or disclosed by Tenant are and remain the sole responsibility of Tenant. To the extent that Landlord has ancillary exposure to such patient information, Landlord and its Agents shall not take possession of or disclose such information.

20.23 Third Party Beneficiary. Hackensack Meridian Health, Inc. shall be a third party beneficiary with respect to the Nursing Facility Operating Covenants and the enforcement of Tenant’s obligations with respect thereto. This Section 20.23 shall survive the expiration or earlier termination of this Lease.

20.24 Business Day. Unless otherwise specified herein, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a business day, in which event the period will run until the end of the next day that is neither a Saturday, Sunday or legal holiday. The last day of any period of time described herein will be deemed to end at 5:00 p.m., New York, New York time. As used herein, the term “business day” means any day that is not a Saturday, Sunday or legal holiday for national banks in New York, New York.

20.25 No Electronic Transactions. The parties hereby acknowledge and agree this Lease shall not be executed, entered into, altered, amended or modified by electronic means. Without limiting the generality of the foregoing, the parties hereby agree the transactions contemplated by this Lease shall not be conducted by electronic means, except as specifically set forth in the “Notices” section of this Lease.

20.26 Confidentiality. Landlord and Tenant acknowledge that the terms and conditions of this Lease are to remain confidential, and may not be disclosed to anyone, by any manner or means, directly or indirectly, other than to any governmental or regulatory authority, agency, board or office (such as the New Jersey Department of Health, Medicare or Medicaid), and to each party’s respective Affiliates, attorneys, accountants, lenders and prospective lenders, prospective purchasers, subtenants and prospective subtenants and third party professionals working on behalf such party who need to know such information for the purpose of performing their duties, without the other party’s prior written consent or as and to the extent required by applicable law or court order. Consent by either party to any disclosures shall not be deemed to be a waiver on the part of such party of any prohibition against any future disclosure.

20.27 Patriot Act. Landlord and Tenant, each as to itself, hereby represents that it will use commercially reasonable efforts to comply with all applicable anti-money laundering laws, including, without limitation, the USA Patriot Act, and the laws administered by the United States Treasury Department’s Office of Foreign Assets Control, including, without limitation, Executive Order 13224

(“Executive Order”). Each of Landlord and Tenant further represents (such representation to be true throughout the Lease Term) (a) that it is not, and it is not owned or controlled directly or indirectly by any person or entity, on the SDN List published by the United States Treasury Department’s Office of Foreign Assets Control and (b) that it is not a person otherwise identified by government or legal authority as a person with whom a U.S. Person is prohibited from transacting business. As of the date hereof, a list of such designations and the text of the Executive Order are published under the internet website address www.ustreas.gov/offices/enforcement/ofac.

20.28 Compliance With Laws. Tenant, at Tenant’s sole cost and expense, will comply and cause the Premises to comply, in all material respects, with all current and future applicable federal, state, municipal and other laws, ordinances, rules and regulations applicable to the Premises, including, without limitation, all Environmental Laws. Notwithstanding the foregoing, Landlord shall be responsible for any work or alteration of the Premises required to comply with such laws, ordinances, rules and regulations that arose prior to the Effective Date and those that constitutes Landlord’s Required Maintenance.

20.29 Interest in License. Notwithstanding anything to the contrary contained herein, Landlord acknowledges and agrees that it has no right, title or claim in or to the operating license or beds comprising Nursing Facility, or any furniture, fixtures, equipment or other personal property of Tenant, and Tenant shall retain all rights to the license, Nursing Facility beds and operation of the Nursing Facility, as well all furniture, fixtures, equipment or other personal property of Tenant, following the expiration or termination of the Lease, and all of the foregoing shall remain the sole property of Tenant at all times.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

TENANT:

By: _____

Name: _____

Title: _____

LANDLORD:

By: _____

Name: _____

Title: _____

EXHIBIT A

Palisades Campus and Premises

**NOT APPLICABLE
MANAGEMENT AGREEMENT**

LONG TERM CARE TRACK RECORD CHART: NJ Department of Health: CN and Licensing APPLICATION# 060907 APPLICANT NAME : COMPLETE CARE AT HARBORAGE LLC Time Frame: August 18, 2021 through August 18, 2022

[illegible]

F-886: COVID-19 TESTING

SCOPE and SEVERITY = L

I. CORRECTIVE ACTIONS ACCOMPLISHED FOR RESIDENTS FOUND TO HAVE BEEN AFFECTED BY THE DEFICIENT PRACTICE:

The 9 residents (Residents #15, #40, #46, #65, #84, #60, #101, #20, and #47) who were found to have been affected by the deficient practice were all tested for COVID-19 and all yielded NEGATIVE results. All 9 residents were also monitored for COVID-19 symptoms and all remained asymptomatic.

The involved Staff were counseled and re-educated on the following: (a) Not to report to work when feeling ill; and (b) Ensure that unvaccinated staff gets tested for COVID-19 prior to the start of the shift per facility policy.

The Infection Preventionist and Department Heads were in-serviced on the following:

- o IMPLEMENTATION OF PROMPT CONTACT TRACING and TESTING: Based on results of Prompt Contact Tracing, COVID-19 Testing will be done in accordance with the most current applicable CMS, CDC and NJ-DOH Guidelines. Testing of residents and staff will be done based on Contact Tracing Approach or Broad-based Approach.
- o Following the Centers for Disease Control and Prevention (CDC), CMS, NJ-DOH and County guidance to prevent exposure and mitigate the spread of COVID-19.

II. IDENTIFICATION OF RESIDENTS WHO HAVE THE POTENTIAL TO BE AFFECTED BY THE SAME DEFICIENT PRACTICE

All residents have the potential to be affected by the same deficient practice.

III. MEASURES PUT INTO PLACE OR SYSTEMIC CHANGES TO ENSURE THAT THE DEFICIENT PRACTICE WILL NOT RECUR:

All Staff were educated on the following:

- o Staff must not report to work when ill, even if with mild symptoms consistent with COVID-19
- o Importance of PROMPT CONTACT TRACING and TESTING based on Contact Tracing results
- o Unvaccinated staff must be tested prior to the start of shift per facility policy.
- o Follow the Centers for Disease Control and Prevention (CDC), CMS, Federal, State, and County guidance to prevent exposure and mitigate the spread of COVID-19

IV. MONITORING OF CORRECTIVE ACTIONS:

The Infection Preventionist or Designee will interview 5 unvaccinated Staff weekly x 4 weeks then Monthly x3 months to ensure that they confirm knowledge and compliance with the following:

(a) Not reporting to work when feeling ill; (b) Get tested for COVID-19 prior to each shift and before going into any resident-care areas; and (c) Get tested for COVID-19 when exhibiting any signs and symptoms that maybe COVID-related.

Results of interviews will be reported to the QA Committee monthly x 3 months. The QAPI Committee will determine the need for further audits and/or action plans to ensure on-going compliance.

The Director of Nursing, Assistant Director of Nursing or Designee will perform audits of 5 Staff testing result sheets weekly x 1 month, then 5 Staff testing result sheets monthly x 3 months to ensure testing was done timey and prior to shift. The results will be reported in the monthly QAPI meeting to ensure continued compliance.

The QAPI Committee will determine the need for further audits and/or action plans to ensure on-going compliance.

V. COMPLETION DATE: 6/13/2022