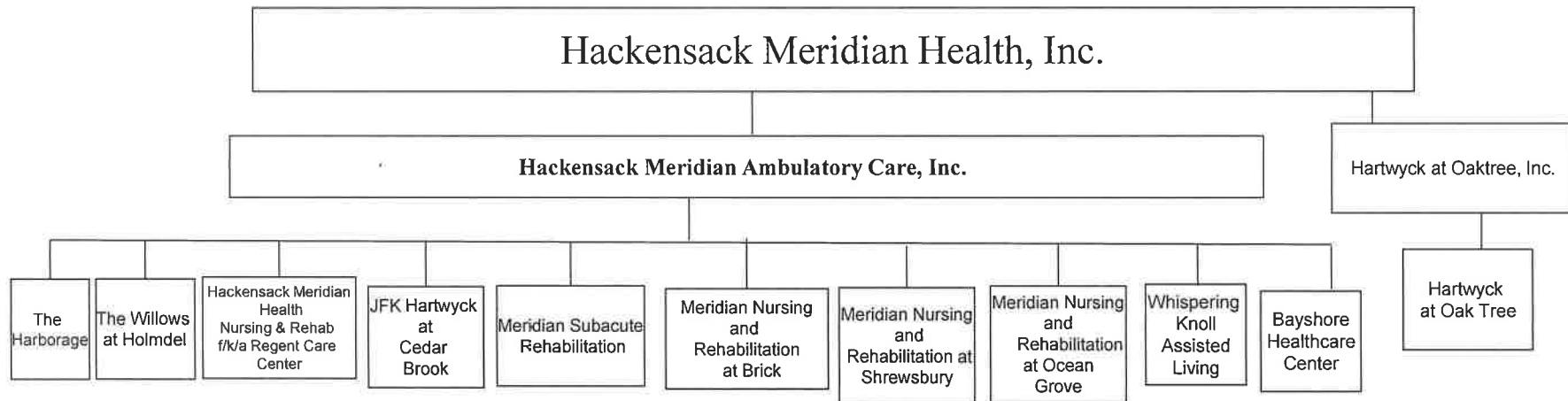


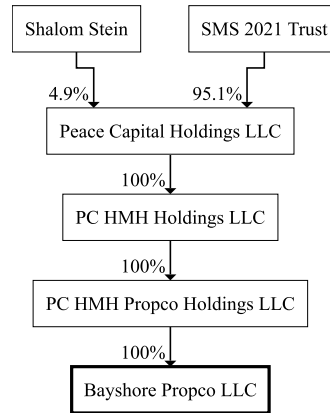
**Bayshore Health Care Center
715 North Beers Street
Holmdel, NJ 07733**

Date Application Filed:	3/28/2022
Name of Facility:	Bayshore Health Care Center
New Name of Facility:	Complete Care at Bayshore LLC
License No.	061342
Address:	715 North Beers Street, Holmdel, NJ 07733
County:	Monmouth
Project Description:	This application involves the Transfer of Ownership of Bayshore Health Care Center in Monmouth County. The new owner will operate the facility through a lease agreement with Bayshore Propco LLC.
Licensed Capacity:	220 LTC Beds, 12 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:	Bayshore Propco LLC (see attached Lease)
New Jersey Experience:	See attached facility list of other NJ facilities operated by Applicant with Track Record Info
Location of stored medical records post-closing:	715 North Beers Street, Holmdel, NJ 07733 Attention: William Hamilton info@completecaremgmt.com 732-847-3000

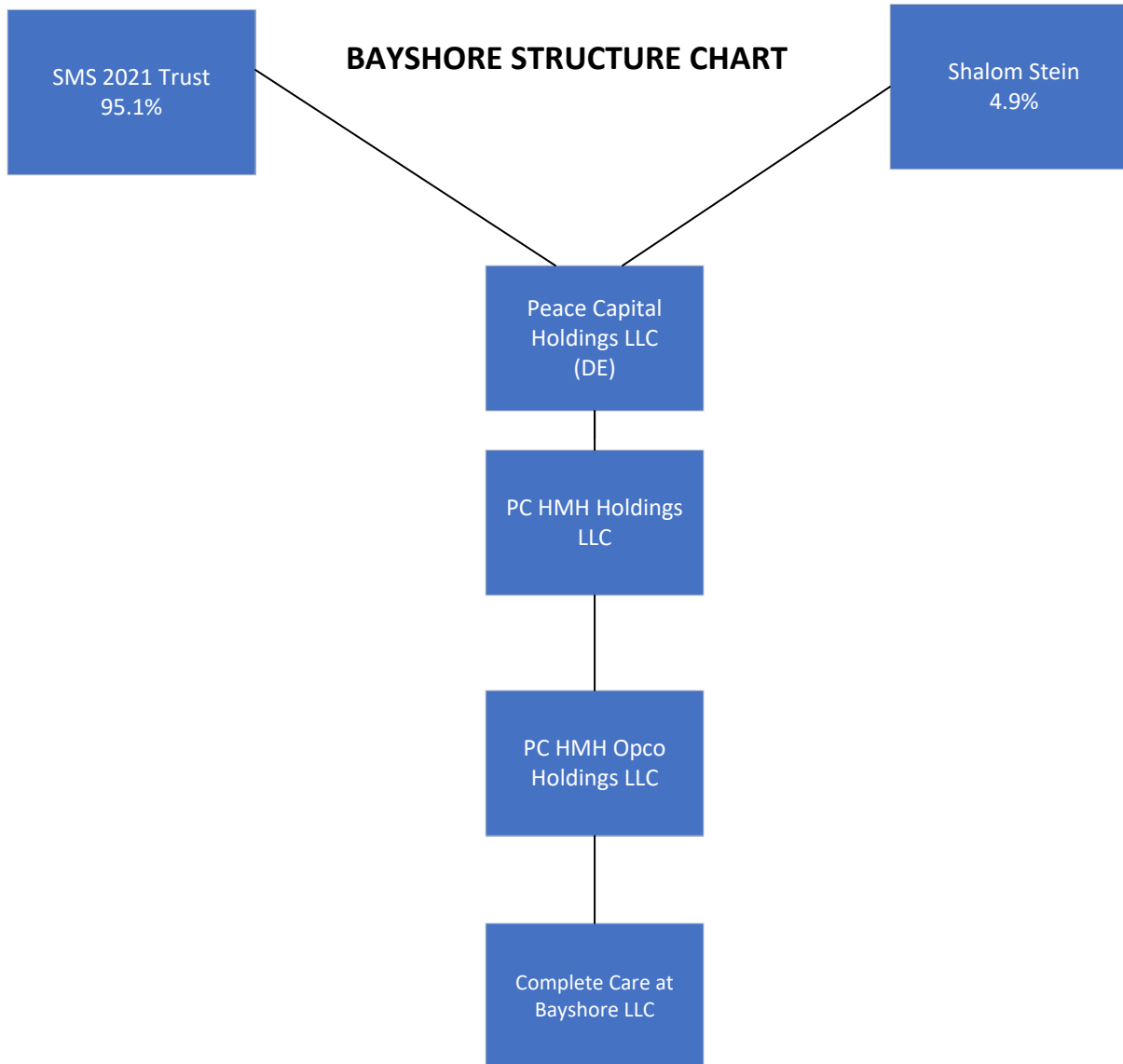
Old Operator Structure Chart



New Real Estate Owner Structure Chart



New 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	NJ		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	1931 Lakewood Road	Toms River	NJ		08755 061531
Green Knoll Care Limited Liability Company					
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	Mercerville	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 entered into effective as of _____, 2022 (the “*Effective Date*”), by and between BAYSHORE PROPCO LLC, a New Jersey limited liability company (the “*Landlord*”) and COMPLETE CARE AT BAYSHORE LLC, a New Jersey limited liability company (the “*Tenant*”).

WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1. THE PREMISES.

Landlord owns the real property as set forth in Exhibit A attached hereto and made a part hereof, together with all rights, privileges, easements and appurtenances belonging thereto and the building and other improvements thereon (the “*Premises*”).

Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord as set forth in Exhibit A, pursuant to the terms and conditions set forth herein.

Landlord has financed the Premises with a term loan (the “*Loan*”), which Loan is secured by a first mortgage encumbering the Premises.

ARTICLE 2. USE AND CONDUCT OF BUSINESS.

Tenant shall use the Premises solely for operation of a skilled nursing facility. Tenant shall obtain all necessary licenses and permits in connection with its business and shall not use, occupy or permit any use of the Premises, which would violate any laws, ordinance or regulations.

ARTICLE 3. TERM.

The initial term of this Lease (the “*Term*”) shall be for a period commencing on the date hereof and expiring on the date that is ten (10) years thereafter. The Term shall automatically be extended for consecutive one (1) year periods, until either party gives not less than sixty (60) days written notice to the other party that the Lease shall terminate upon the expiration of the initial term or extended term then in effect, as applicable.

ARTICLE 4. RENT.

A. **Rent.** Tenant shall pay Landlord base rent in the annual amount equal to the product obtained by multiplying [*] times the sum of (i) Landlord’s annual principal and interest payments with respect to the Loan, (ii) Landlord’s annual mortgage insurance premiums with respect to the Loan, (iii) Landlord’s annual deposits for reserves for replacements, (iv) the amount of the annual property insurance with respect to the Premises, and (v) the amount of the annual property taxes with respect to the Premises (the “*Rent*”), to be paid in twelve (12) equal monthly installments.

B. **Payment of Rent.** Rent shall be payable on or before the first day of each month during the Term and any extensions thereof, without notice or demand, and without any deduction or set-off whatsoever, except as specifically set forth herein. Rent for any partial month during the Term, including the partial month from the beginning of the Term to the first day of the following month, shall be a prorated portion of the monthly installment herein, based on the actual days in any such month. Any payment due to Landlord shall be payable at the location from time to time designated by Landlord for payment of Rent.

ARTICLE 5. UTILITIES, TAXES, MAINTENANCE, ALTERATIONS, AND SIGNS.

A. **Utilities.** Tenant shall pay, as they become due and payable, all charges for utility services furnished to the Premises during the Term of the Lease.

B. **Taxes.** Tenant shall pay, as they become due and payable, all real estate taxes for the Premises, including, without limitation, any assessments, business improvement district taxes, sewer rentals, county taxes, bed taxes or any other governmental charges, whether federal, state, city, county or municipal, and whether general or special, ordinary or extraordinary, foreseen or unforeseen, which may now or hereafter be levied, imposed or assessed against the building or the land of the Premises

C. **Maintenance.** Tenant shall keep and maintain the Premises (including, but not limited to, structural, mechanical and exterior components) in good order, condition and repair, at its sole cost and expense.

D. **Alterations and Improvements.** Tenant, at its cost and expense, and with no right of reimbursement from Landlord, shall do all work and make all installations, modifications or improvements necessary for Tenant's use and occupancy. Any of Tenant's work and installations that are structural in nature shall be performed in accordance with plans reasonably approved by Landlord. Tenant's work shall be performed in good and workmanlike manner, shall be in conformity with all applicable federal, state and local laws, ordinances, building codes and fire regulations, and shall be free of any liens for labor and materials.

E. **Signs.** All signage for the Premises shall be in accordance with applicable laws and codes.

ARTICLE 6. ACCESS.

Landlord and its representatives and mortgagees may from time to time upon reasonable notice to Tenant enter the Premises to inspect the Premises. Landlord agrees to make reasonable efforts to minimize any interference with Tenant's use of the Premises.

ARTICLE 7. INSURANCE AND INDEMNIFICATION.

Tenant shall secure and maintain, at its own cost and expense, "Causes of Loss (special form)" property insurance covering loss or damage by fire or other causes for the full replacement value of all improvements (including the Premises' building) located on the Premises. Landlord shall be named as loss payee under such insurance policy.

Tenant shall secure and maintain "Causes of Loss (special form)" property insurance covering loss or damage by fire or other causes for the full replacement value of all Tenant's leasehold improvements, trade fixtures and personal property within the Premises. Tenant also agrees to obtain and

keep in force at its expense for the term of the Lease comprehensive general liability insurance insuring Landlord, Mortgagee (as defined below) and Tenant from all claims, demands, or actions with minimum limits of liability in respect of bodily injury of \$1,000,000 for each accident or occurrence and for damage to property made by or on behalf of any person or persons arising from, related to, or connected with the conduct and operation of Tenant's business at the Premises. Said policy or policies shall be issued by an insurance company and in form reasonably satisfactory to Landlord.

Anything in this lease to the contrary notwithstanding, Landlord and Tenant each hereby waives any and all rights of recovery, claim, action or cause-of-action against the other, its agents, officers, directors, partners, shareholders or employees, for any loss or damage that may occur to the Premises or its building, or any improvements thereto, or any property of such party therein, by reason of fire, the elements or any other cause which could be insured against under the terms of a standard fire and extended coverage insurance policies, regardless of cause or origin, including negligence of the other party hereto, its agents, officers or employees, and covenants that no insurer shall hold any right of subrogation against such other party.

Landlord, its partners, shareholders, affiliates, parents and/or its mortgagees, and their respective officers, employees, and agents ("**Landlord Parties**"), shall not be liable to Tenant or Tenant's agents, employees, customers, or invitees for any damage to persons (including bodily injury and death) or property caused by any willful act, omission or neglect of Tenant, or by Tenant's occupancy or use of the Premises, and Tenant agrees to indemnify, defend and hold Landlord and the Landlord Parties harmless from all claims for any such damage. Tenant, its partners, shareholders, affiliates, parents and/or its mortgagees, and their respective officers, employees, and agents ("**Tenant Parties**"), shall not be liable to Landlord or Landlord's agents, employees, customers, or invitees for any damage to persons (including bodily injury and death) or property caused by any willful act, omission or neglect of Landlord, and Landlord agrees to indemnify, defend and hold Tenant and the Tenant Parties harmless from all claims for any such damage. This indemnification obligation in this Article 7 shall survive the expiration or earlier termination of this Lease.

Notwithstanding anything herein to the contrary, Tenant shall pay for and obtain, secure and maintain all forms and types of insurance required and mandated by the Mortgagee on the Premises and Tenant shall at all times comply with all insurance obligations of Landlord under the mortgage or loan documents between the Landlord and Mortgagee relating to the Premises.

ARTICLE 8. CASUALTY AND CONDEMNATION.

If more than twenty percent (20%) of the Premises is damaged by casualty, Tenant may terminate this Lease provided it gives Landlord notice within sixty (60) days of the damage. If this Lease is not so terminated, Landlord shall promptly restore the Premises to as near the condition which existed immediately prior to such casualty as may be reasonably possible. Tenant's obligation to pay monthly installments of Rent shall abate during such period of time that the Premises is untenable, in the proportion that the untenable portions of the Premises bears to the entire Premises. If Tenant elects to terminate the Lease as permitted hereunder, Landlord shall be entitled to all insurance proceeds plus any deductible of Tenant, except that Landlord shall not be entitled to any insurance proceeds attributable to Tenant's personal property.

In the event of a condemnation or a deed in lieu of condemnation of the entire Premises, Landlord shall have the right to terminate this Lease and Landlord shall be entitled to the entire condemnation award; however, Tenant shall be entitled to any relocation allowance if such is provided separately by law and such benefit does not reduce the amount of any award payable to Landlord. In the event of a partial condemnation of the Premises or a deed in lieu of condemnation which has the effect of materially interfering with Tenant's use of the Premises, Landlord and Tenant shall each have the right to terminate the Lease upon thirty (30) days written notice to the other party given within thirty (30) days after such taking. Landlord shall be entitled to the entire condemnation award; provided however that Tenant shall be entitled to any relocation benefit if such is provided separately by law and such benefit does not reduce the amount of any award payable to Landlord. In the event that this Lease is not terminated, Landlord shall restore the Premises to as near the condition which existed immediately prior to the date of taking as may be reasonably possible with the proceeds of any award received by Landlord and Rent shall be equitably reduced by the proportion of the Premises taken by the condemnation.

ARTICLE 9. ASSIGNMENT OR SUBLEASE BY TENANT.

Tenant shall not assign this Lease or sublet all or any part of the Premises without the prior consent of Landlord, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Landlord's consent to sublease or assign shall not be required where Tenant subleases or assigns all or part of the Premises to any related entity which controls Tenant, is controlled by Tenant, or is under common control with Tenant. Landlord's consent to sublease or assign shall not be required by Tenant's sublease or license to the seller in connection with Landlord's purchase of the Premises.

Landlord may assign this Lease and upon such assignment shall give written notice thereof to Tenant.

ARTICLE 10. REMEDIES OF LANDLORD.

In the event that during the term of this Lease, (i) Tenant shall have failed to pay any installment of Rent when due and the same shall remain unpaid for a period of thirty (30) days after written notice from Landlord, or (ii) the failure of Tenant to comply with the requirements of Article 2 hereof; (iii) except as required in subparagraph (iii) hereof, Tenant shall have failed to comply with any of the provisions of this Lease and shall not have cured such default within sixty (60) days, provided, however, that if such failure is curable, but cannot with reasonable diligence be cured within such sixty (60) day period, then such failure shall not be deemed an Event of Default provided Tenant commences to cure such default within such sixty (60) day period and thereafter cures such default with due diligence, or (iv) Tenant shall file in any court a petition in bankruptcy or insolvency or for reorganization, or (v) Tenant shall be adjudicated bankrupt, then Landlord, upon notice to Tenant, may elect either to cancel and terminate this Lease or to terminate Tenant's right to possession only without terminating this Lease, and Landlord shall have the right to pursue any remedy at law that may be available to landlord.

ARTICLE 11. MISCELLANEOUS.

A. Short Form Lease. Tenant shall not record this Lease without the written consent of Landlord; however, upon the request of either party hereto, the other party shall join in the execution of a memorandum or so called "short form" of this Lease for the purposes of recordation. Said memorandum or short form of this Lease shall describe the parties, the Premises, the Term, any special provisions, and shall

incorporate this Lease by reference. Any fees required to be paid in order to record such short form lease shall be paid by Tenant.

B. Quiet Enjoyment. Subject to Tenant’s performance of all its obligations under this Lease, Tenant shall have the peaceful and quiet use of the Premises without hindrance on the part of Landlord, and Landlord shall warrant and defend Tenant in such peaceful and quiet use against the lawful claims of all persons claiming by, through or under Landlord.

C. Notices. All notices, demands, offers, requests, and other communications from either Landlord or Tenant to the other shall be in writing and shall be considered to have been duly given or sent if sent by first class certified or registered mail, return receipt requested, postage prepaid, to the party at its address set forth below, or to such other address as such party may hereafter designate by written notice to the other party.

If to Landlord, to: BAYSHORE PROPCO LLC
 c/o Peace Capital LLC
 1730 NJ-37
 Toms River N.J. 08757
 Attention: General Counsel

If to Tenant, to: COMPLETE CARE AT BAYSHORE LLC
 c/o Peace Capital LLC
 1730 NJ-37
 Toms River N.J. 08757
 Attention: General Counsel

D. Governing Law. This Lease shall be subject to and governed by the laws of the State of New Jersey and all questions concerning the meaning and intention of the terms of this Lease and concerning the validity hereof and questions relating to performance hereunder shall be adjudged and resolved in accordance with the laws of that state.

E. Parties in Interest. This Lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Landlord; and shall inure to the benefit and be binding upon the heirs, executors, administrators, successors and assigns of Tenant.

F. Subordination and Non-Disturbance. Tenant agrees that this Lease is and shall be subordinate to any mortgages on the Premises and to any and all advances to be made thereunder and to the interest thereon and all renewals, replacements and extensions thereof provided that the mortgagees named in said mortgages shall agree in writing to recognize this Lease notwithstanding the default of Landlord under such mortgage, or the foreclosure of the lien thereof, or the grant of a deed in lieu of foreclosure, if Tenant is not in default beyond any applicable notice or cure period hereunder. This Lease will be subject and subordinate to the lien of the Loan and Security Agreement, as the same may be amended, modified, restated, renewed, replaced, supplemented or extended, executed and delivered (the “*Mortgage*”) by Landlord to _____ (“*Mortgagee*”). In the event of the enforcement by Mortgagee of the remedies provided for by law or by the Mortgage, Tenant will, upon request of any Person succeeding to the interest of Landlord as a result of such enforcement, automatically become the tenant of said successor in interest, without change in the terms or other provisions of this Lease; provided, however, that said successor in interest shall not be bound by (i) any payment of rent or additional rent for more than one (1) month in advance, except prepayments in the nature of security for the performance by said tenant of its obligations under this Lease, or (ii) any amendment or

modification of this Lease made without the consent of Mortgagee or such successor in interest. Upon request by such successor in interest, Tenant shall execute and deliver an instrument or instruments confirming such attornment.

G. Attorneys' Fees. If either party employs an attorney to enforce its rights following a breach by the other party hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees incurred thereby.

H. General. This Lease and any exhibits attached hereto set forth the entire agreement between Landlord and Tenant as to the subject matter hereof. Any modifications to this Lease must be in writing and signed by Landlord and Tenant in order to be enforceable. The obligations and benefits hereunder shall inure to and be binding upon the respective successors and permitted assigns, if any, of Landlord and Tenant. If any term or provision of this Lease or the application thereof to any person or circumstances shall be invalid or unenforceable, the remainder of this Lease or the application to persons or circumstances other than those to which it is held invalid or unenforceable shall be valid and enforced to the fullest extent permitted by law. This Lease may be executed by facsimile and by pdf email signatures and may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease Agreement as of the date and year first above written.

LANDLORD:
BAYSHORE PROPCO LLC

By: _____
Name: Shalom Stein
Title: Authorized Signatory

TENANT:
COMPLETE CARE AT BAYSHORE LLC

By: _____
Name: Shalom Stein
Title: Authorized Signatory

EXHIBIT A

<u>Facility</u>	<u>Address</u>	<u>Landlord</u>	<u>Tenant</u>
Bayshore	715 N. Beers Street, Holmdel, NJ 07733	Bayshore Propco LLC	Complete Care at Bayshore LLC

**NOT APPLICABLE
MANAGEMENT AGREEMENT**

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