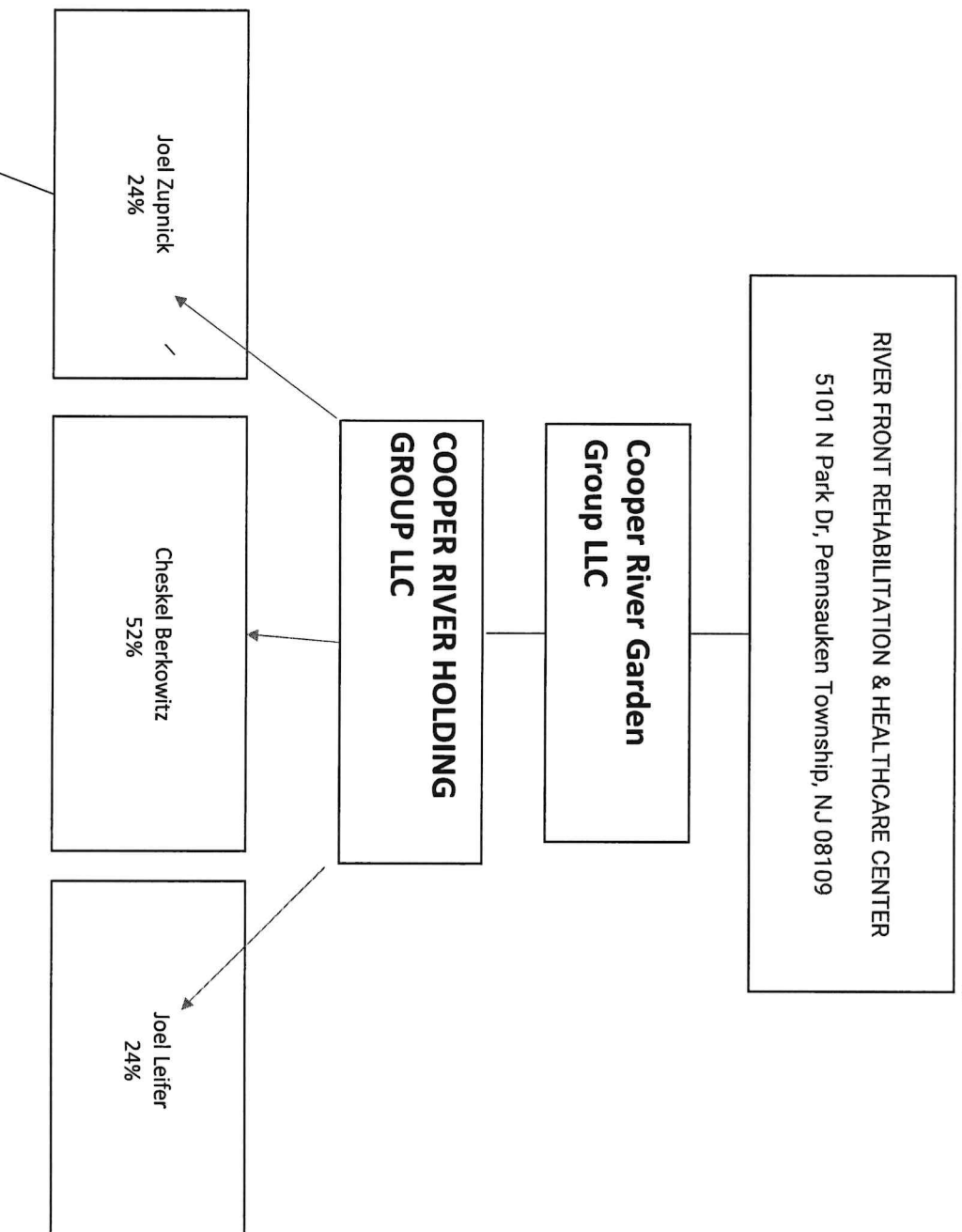


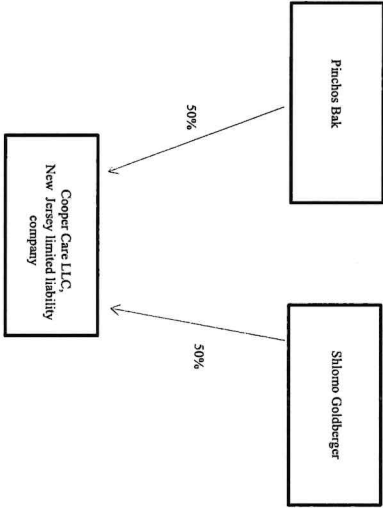
RIVERFRONT REHABILITATION AND HEALTHCARE CENTER
5101 N PARK DRIVE
PENNSAUKEN TOWNSHIP, NEW JERSEY
CAMDEN COUNTY
LICENSE #060415

On June 10, 2022, an application was filed for a change of ownership of the long-term care facility called Riverfront Rehabilitation and Healthcare Center, a 180 long-term care bed licensed nursing home located at 5101 N Park Drive, Pennsauken Township, from Cooper Care LLC to Cooper River Garden Group LLC. Cooper River Garden Group is owned by Joel Leifer 24%, Joel Zupnick 24% and Cheskel Berkowitz 52%. The Purchaser has affiliated entities operating in New Jersey and New York. A List is attached. There is no management agreement. The licensed entity will operate the facility at all times.

Cooper River Garden Group LLC POST CLOSING Org Chart



Cooper River Garden Group LLC
Pre closing Org chart



Owners Facilitys

Cooper River Garden Group LLC				
Facility Name	City, State	Joel Leifer	Joel Zupnick	Cheskel Berkowitz
Anchor Care	Hazlet, NJ	10%		10%
Lakeview Rehab and Care	Wayne, NJ	24	24	24
Arnold Walter	Hazlet, NJ	20	20	20
Atrium Center	Brooklyn, NY	9.9		
Cold Spring Hills Center	Woodbury, NY	25		
Ross Center	Brentwood, NY	57.89		
Seagate Rehab	Brooklyn, NY	0	25	
Staten Island Care Center	Staten Island, NY	12.5		
Cedar Manor	Issining, NY	16.66	33	
Briarcliff Manor	Briarcliff Manor, NY	25	37.5	12.5
Crystal Lake	Pascoag, RI	48		
Cypress	Flushing NY			23
Nassau	Nassau NY	9.5		
Throgs	Bronx NY	9.5		
Adroit	Rahway NJ	49	49	
Accela Rehab and Care Center at	Springfield PA	20	20	20
Accela Rehab and Care Center at Somerton	Somerton PA	20	20	20
Only listed if 10% or greater				

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “**Lease**”) is entered into as of June 30, 2022 (the “**Execution Date**”) and to be effective as of the date the New Jersey Department of Health (“**DOH**”) issued a license to Tenant to operate that certain 180 licensed bed skilled nursing facility located on the Premises (as defined below) (the “**Effective Date**”), by and between COOPER RIVER REALTY GARDEN GROUP LLC, a New Jersey limited liability company (“**Landlord**”) and COOPER RIVER GARDEN GROUP LLC, a New Jersey limited liability company (“**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 that certain real property located at 5101 N. Park Drive, Pennsauken Township, New Jersey 08109 (the “**Land**”), together with all rights, privileges, easements and appurtenances belonging thereto and the building and other improvements thereon (the “**Building**”). The Land and the Building are referred to collectively as the “**Premises**”.

Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord pursuant to the terms and conditions set forth herein.

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 Effective Date and expiring on the date that is Six (6) 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 amount of Three Million Six Hundred Thousand and 00/100 (\$3,600,000.00) Dollars per annum which is Three Hundred Thousand and 00/100 (\$300,000.00) Dollars per month for the length of the Term and increasing Two (2%) percent per annum on each following annual anniversary from the Effective Date (the “**Rent**”).

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.

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 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, Lender 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 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 Landlord 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 Lender 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 Lender 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, however, 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; 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: Cooper River Realty Garden Group LLC
1463 66th Street
Brooklyn, NY 11219
Attention: Cheskel Berkowitz

If to Tenant, to: Cooper River Garden Group LLC
1463 66TH Street
Brooklyn, NY 11219
Attention: Cheskel Berkowitz

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.

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: COOPER RIVER REALTY GARDEN GROUP LLC

By: _____

Name: Cheskel Berkowitz

Title: Authorized Signatory

TENANT: COOPER RIVER GARDEN GROUP LLC

By: _____

Name: Cheskel Berkowitz

Title: Authorized Signatory