

Greenbrook Healthcare LLC
303 Rock Avenue
Green Brook, New Jersey 08812

APPLICATION SUMMARY FOR PUBLICATION

Date application filed: June 4, 2024

Current Name of facility: Abingdon Care & Rehabilitation Center

License number: 061805

Address: 303 Rock Avenue
Green Brook, New Jersey 08812

County: Somerset County

Project Description: Abingdon Care & Rehabilitation Center is currently owned by Greenbrook Manor Care & Rehabilitation Center LLC. Upon completion of Transfer of Ownership, the facility will be licensed to Greenbrook Healthcare LLC. The ownership details for both entities is included on the following pages. Upon completion of the transaction, Greenbrook Healthcare LLC will lease the building from Greenbrook Manor Realty LLC. A copy of the Lease Agreement is also attached.

Licensed capacity: 180 long term care beds

Current Licensed Owner: Greenbrook Manor Care & Rehabilitation Center LLC

Proposed Licensed Owner: Greenbrook Healthcare LLC

Proposed Name of Facility: **Aristacare at Greenbrook**

Proposed Management Company None

Owner of Real Estate: Greenbrook Manor Realty LLC

All medical records, both active and inactive, will continue to be stored securely at the facility at 303 Rock Avenue in Greenbrook. The contact person will be Jeanne Leus at telephone number 732-968-5500 or by email at jleus@aristacare.com

Abingdon Care & Rehabilitation Center Current Ownership



Post-Closing Ownership
Greenbrook Healthcare LLC

Sidney Greenberger
NJSA 47:1A-1 et seq. personal home address
[REDACTED]
35.5%

Zvi Klein
NJSA 47:1A-1 et seq. personal home address
[REDACTED]
35.5%

Always Be a Mench
LLC
245 Birchwood Ave.
Cranford, NJ 07016
6.8%

Chaya Cohen
NJSA 47:1A-1 et seq. personal home address
[REDACTED]
10.0%

Morris Weisel
NJSA 47:1A-1 et seq. personal home address
[REDACTED]
5.0%

AC at Greenbrook
LLC
245 Birchwood Ave.
Cranford, NJ 07016
7.2%

Greenbrook Healthcare LLC Ownership Details

Sidney Greenberger	NJSA 47:1A-1 et seq. personal home address	35.5%
Zvi Klein		35.5%
Chaya Cohen		10.0%
Morris Weisel		5.0%
*Always Be a Mensch LLC	245 Birchwood Ave. Cranford, NJ 07016	6.8%
*AC at Greenbrook LLC	245 Birchwood Ave. Cranford, NJ 07016	7.2%

*See details of ownership below:

ALWAYS BE A MENSCH LLC MEMBERSHIP INTERESTS

1. Danielle Lowinger 2007 Trust	19.493177%
2. David Lowinger 2007 Trust	19.493177%
3. Michael Lowinger 2007 Trust	19.493177%
4. Esther Lowinger SLAT	5.84795329%
5. Robert Lowinger	5.84795329%
6. Steven Lowinger	5.84795329%
7. Melissa Stock	5.84795329%
8. Zachary Lowinger	5.84795329%
9. Robert Schanzer	5.84795329%
10. Sharon Lowinger	5.84795329%
11. Mordy Perlow	.146199%
12. Mordy Rosenbaum	.146199%
13. Sam Schwebel	.146199%
14. Chaim Levin	.146199%
<hr/>	
Total	100% Manager of LLC: Edward Lowinger

AC at Greenbrook LLC

Barry Perlstein	25%
Yehudis Klein	25%
Menashe Eisen	25%
Sam Klein/HRJ Equity LLC	25%
<hr/>	
Total	100%

Greenbrook Healthcare LLC Related ownership

Sidney Greenberger

AristaCare at Norwood Terrace
40 Norwood Avenue
Plainfield, NJ 07060

AristaCare at Delaire
400 W Stimpson Avenue
Linden, NJ 07036

AristaCare at Cedar Oaks
1311 Durham Avenue
South Plainfield, NJ 07080

AristaCare at Whiting
23 Schoolhouse Road
Whiting, NJ 08759

AristaCare at Meadow Springs
845 Germantown Pike
Plymouth Meeting, PA 19462

AristaCare at Cherry Hill
1399 Chapel Avenue
Cherry Hill, NJ 08002

AristaCare at Manchester
1770 Tobias Avenue
Manchester, NJ 08759

Manchester Pediatric Medical Day Care
1770 Tobias Avenue
Manchester, NJ 08759

AristaCare at East Falls
3300 Henry Avenue
Philadelphia, PA 19129

Zvi Klein

AristaCare at Delaire
400 W Stimpson Avenue
Linden, NJ 07036

AristaCare at Cedar Oaks
1311 Durham Avenue
South Plainfield, NJ 07080

AristaCare at Whiting
23 Schoolhouse Road
Whiting, NJ 08759

AristaCare at Meadow Springs
845 Germantown Pike
Plymouth Meeting, PA 19462

AristaCare at Cherry Hill
1399 Chapel Avenue
Cherry Hill, NJ 08002

AristaCare at Manchester
1770 Tobias Avenue
Manchester, NJ 08759

Manchester Pediatric Medical Day Care
1770 Tobias Avenue
Manchester, NJ 08759

AristaCare at East Falls
3300 Henry Avenue
Philadelphia, PA 19129

Chaya Cohen

AristaCare at Delaire
400 W Stimpson Avenue
Linden, NJ 07036

AristaCare at Meadow Springs
845 Germantown Pike
Plymouth Meeting, PA 19462

AristaCare at Cherry Hill
1399 Chapel Avenue
Cherry Hill, NJ 08002

Eddie Lowinger (Always Be a Mentch)

AristaCare at Whiting
23 Schoolhouse Road
Whiting, NJ 08759

Morris Wiesel

AristaCare at Meadow Springs
845 Germantown Pike
Plymouth Meeting, PA 19462

AristaCare at Cherry Hill
1399 Chapel Avenue West
Cherry Hill, NJ 08002

AristaCare at Manchester
1770 Tobias Avenue
Manchester, NJ 08759

Manchester Pediatric Medical Day Care
1770 Tobias Avenue
Manchester, NJ 08759

AristaCare at Whiting
23 Schoolhouse Road
Whiting, NJ 08759

FACILITY LEASE AGREEMENT

by and among

GREENBROOK MANOR REALTY, LLC,
a New Jersey limited liability company,
(Landlord)

and

GREENBROOK HEALTHCARE LLC
a New Jersey limited liability company,
(Tenant)

Dated as of:

January 31, 2024

Effective as of:

the Commencement Date

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FACILITY LEASE AGREEMENT

THIS FACILITY LEASE AGREEMENT (“**Lease**”) is made and entered into as of January 31, 2024 (the “**Execution Date**”) to be effective as of the Commencement Date (as defined below), by and between **GREENBROOK MANOR REALTY, LLC**, a New Jersey limited liability company (the “**Landlord**”), and **GREENBROOK HEALTHCARE LLC**, a limited liability company (the “**Tenant**”).

RECITALS

WHEREAS, Landlord is the fee simple owner of the real property located at 303 Rock Avenue, Green Brook Township, New Jersey 08812, as further described on **Exhibit A**, attached hereto and made a part hereof (the “**Real Property**”);

WHEREAS, there currently exists on the Real Property a long term care facility containing 180 skilled nursing beds commonly known as “Abingdon Care and Rehabilitation” (the “**Facility**”);

WHEREAS, concurrently herewith, Tenant, as New Operator, has entered into that certain Operations Transfer Agreement with Greenbrook Manor Care & Rehabilitation Center, LLC d/b/a Abingdon Care & Rehabilitation Center, a New Jersey limited liability company (the “**Prior Operator**”), as Old Operator, pursuant to which Prior Operator will transfer the operations of the Facility to Tenant (the “**OTA**”);

WHEREAS, Landlord desires to lease the Leased Premises (as hereinafter defined) to Tenant and Tenant desires to lease the Leased Premises from Landlord pursuant to the terms, conditions and covenants set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, promises, representations and warranties set forth herein and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I INCORPORATION OF RECITALS

1.1 Incorporation of Recitals. The aforesaid Recitals are hereby incorporated into this Lease as if fully set forth herein. The Landlord and Tenant are hereinafter sometimes individually referred to as a “**Party**” and collectively referred to as “**Parties.**”

ARTICLE II LEASED PREMISES

2.1 Leased Premises. Effective as of the Commencement Date, Landlord hereby leases to Tenant, and Tenant leases from Landlord, on the terms and conditions set forth in this Lease, the following assets:

(a) All of the Landlord's right, title, and interest in and to the Facility, including, without limitation, all Real Property; and

(b) All of Landlord's right, title, and interest in and to machinery, trade equipment, trade fixtures, furniture, furnishings, beds, motor vehicles, accessories and supplies of all kinds used in connection with the Facility, including all personal property, whether tangible or intangible, and all certificates of need, licenses, Medicaid and Medicare certifications, bed rights and rights to apply for a license and operate the Facility as a long term care facility in the State of New Jersey and all rights to apply for and obtain Medicaid and Medicare certification of the beds. Assets include all personal property located at the Facility and all personal property, whether or not located at the Facility, and used in connection with the operation of the Facility.

All of the items listed in Sections 2.1(a) and 2.1(b) herein are hereinafter collectively referred to as the "**Leased Premises.**" Landlord and Tenant acknowledge and understand that all of the items which comprise the Leased Premises, as repaired, rebuilt, replaced, restored, altered or added to as permitted or required by provisions of this Lease, shall be transferred back to Landlord upon expiration or earlier termination of this Lease. Notwithstanding anything to the contrary set forth in this Lease, including without limitation Section 5.4 and Section 5.5, in the event that Tenant or its affiliate purchases the Leased Premises, Tenant may retain any license, permits, personal property or other tangible or intangible property leased to it in its discretion.

2.2 No Right to Transfer. Notwithstanding anything set forth in this Lease to the contrary, but subject to the provisions of Section 7.5 below, Tenant shall not have the right, to sell, move, modify, cancel, surrender, transfer, assign, relocate, pledge, secure, convey or in any other manner encumber any Certificate of Need ("**CON**"), license or permit issued by the state where the Facility is located in connection with, or necessary for, the operation of the Facility, or any licensed or Medicare or Medicaid certified bed at the Facility, or any right to apply for the foregoing, the same being included in the Leased Premises hereunder, except in connection with a lien against the assets of Tenant in connection with a Working Capital Loan (as defined herein).

ARTICLE III TERM AND RENT

3.1 Term of Lease. The term of this Lease (the "**Term**") shall commence at 12:00:01 A.M. on the Closing Date (as defined in the OTA) (the "**Commencement Date**") and ending on the earlier of (i) 11:59:59 P.M. on the last day of the month immediately prior to the thirtieth (30th) anniversary of the Commencement Date and (ii) such earlier termination of this Lease as provided herein. As used herein with respect to the Term and the periods for payment of rent (unless the context otherwise requires) the term "**year**" or "**lease year**" shall mean a 365-day period (or 366-day period in the case of a leap year), first commencing on the Reference Date (as defined in the OTA) and ending on the last day of the month immediately prior to the Reference Date of the following calendar year.

3.2 Base Rent.

(a) Beginning on the Reference Date, Tenant shall pay Landlord, or at Landlord's direction, without deduction or setoff and without demand, fixed annual base rent (i) for the period from the Reference Date until and including the last day of the month immediately prior to the second (2nd) anniversary of the Reference Date, One Million Eight Hundred Thousand Dollars (\$1,800,000.00) and (ii) and for each subsequent Lease Year thereafter until the end of the Term, Two Million Dollars (\$2,000,000.00). Commencing on the period beginning on the third (3rd) anniversary of the Reference Date, Base Rent shall increase by an annual amount equal to the Base Rent for the immediately preceding Lease Year multiplied by two percent (2.00%) per annum (the "**Base Rent**"), payable in equal monthly installments throughout the Term. Base Rent shall be due and payable in advance in equal monthly installments during each year on the first (1st) day of each calendar month thereof commencing on the Reference Date and continuing throughout the Term. Base Rent for any period which is less than a full calendar month or full year, as the case may be, during the Term, shall be prorated on a daily basis. Rent shall be paid via wire to Landlord at Landlord's account set forth in **Schedule 3.2(a)** hereof or at such other place as Landlord designates from time to time by notice to Tenant.

(b) The terms "**Additional Rent**" or "**additional rent**" means all sums, amounts, Impositions (as defined below), fees, expenses and costs (including, without limitation, legal fees and disbursements) payable or reimbursable to Landlord under this Lease other than Base Rent, and all of same shall be and constitute Additional Rent hereunder (whether or not expressly delineated as such). The terms "**Base Rent**" and "**Additional Rent**" shall be collectively referred to as "**Rent**." Landlord shall have the same rights and remedies hereunder consequent upon a failure of Tenant to pay any item of Additional Rent as upon a failure of Tenant to pay any item of Base Rent.

(c) TENANT HEREBY ACKNOWLEDGES THAT LATE PAYMENT BY TENANT TO LANDLORD OF RENT WILL CAUSE LANDLORD TO INCUR COSTS NOT CONTEMPLATED HEREUNDER, THE EXACT AMOUNT OF WHICH IS PRESENTLY ANTICIPATED TO BE EXTREMELY DIFFICULT TO ASCERTAIN. SUCH COSTS MAY INCLUDE PROCESSING AND ACCOUNTING CHARGES AND LATE CHARGES WHICH MAY BE IMPOSED ON LANDLORD BY THE TERMS OF ANY LOAN DOCUMENT AND OTHER EXPENSES OF A SIMILAR OR DISSIMILAR NATURE. ACCORDINGLY, IF ANY INSTALLMENT OF RENT THAT IS PAYABLE OR REIMBURSABLE TO LANDLORD SHALL NOT BE PAID WITHIN TEN (10) DAYS OF THE DATE WHEN DUE, TENANT SHALL PAY LANDLORD ON DEMAND A LATE CHARGE EQUAL TO FIVE PERCENT (5%) OF THE AMOUNT OF SUCH INSTALLMENT. THE PARTIES AGREE THAT THIS LATE CHARGE REPRESENTS A FAIR AND REASONABLE ESTIMATE OF THE COSTS THAT LANDLORD WILL INCUR BY REASON OF LATE PAYMENT BY TENANT. THE PARTIES FURTHER AGREE THAT SUCH LATE CHARGE IS RENT AND NOT INTEREST AND SUCH ASSESSMENT DOES NOT CONSTITUTE A LENDER OR BORROWER/CREDITOR RELATIONSHIP BETWEEN LANDLORD AND TENANT.

3.3 Net Lease Provisions. Landlord and Tenant intend that the Rent herein specified shall be net to Landlord in each year during the Term, and that all costs, expenses and obligations of every kind relating to the Leased Premises (except Landlord's income taxes or Landlord's debt service payments and except as otherwise specifically provided in this Lease) which may arise or become due during the Term shall be timely paid by Tenant and that Landlord shall be indemnified by Tenant against such costs, expenses and obligations. Tenant's obligation to pay Rent is independent of all, and is in no manner conditioned upon any, other covenants, conditions and obligations of Landlord or Tenant under this Lease.

3.4 Rent Tax. If any governmental taxing authority levies, assesses, or imposes any tax, sales or use tax, privilege tax, excise or assessment (other than income or franchise taxes) upon or against the rentals payable by Tenant to Landlord, either by way of substitution for or in addition to any existing tax on land and buildings or otherwise, then Tenant shall be responsible for and shall pay such tax, excise or assessment, or, if Landlord pays same, Tenant shall reimburse Landlord for the amount thereof within thirty (30) days after demand by Landlord.

3.5 True Lease. It is the intent of Landlord and Tenant and the parties agree that this Lease is a true lease and that this Lease does not represent a financing agreement. Each party shall reflect the transaction represented hereby in all applicable books, records and reports (including income tax filings) in a manner consistent with "true lease" treatment rather than "financing" treatment.

ARTICLE IV UTILITIES AND TAXES

4.1 Utilities. From and after the Reference Date, Tenant shall pay or cause to be paid all charges next coming due and payable for electricity, telephone, cable, gas, oil, water, sewer and all other such services or utilities used on or related to the Leased Premises (the "**Utilities**") during the Term. Tenant covenants to place all Utilities in Tenant's name as of the Commencement Date and to promptly post any deposit or other security required by any utility company. In the event Landlord is billed directly by any utility company for any Utilities or services supplied to Tenant during the Term, Landlord shall send Tenant the bill and Tenant shall promptly pay the same. Landlord shall have no obligation or liability with respect to any interruption or failure in the supply of any such Utilities. If Landlord elects to or shall be required to pay for any Utilities to preserve and/or protect the Leased Premises, Tenant shall reimburse Landlord for the cost and expense thereof.

4.2 Taxes. Tenant shall be solely responsible for the payment, prior to the date when penalties would attach, of all general and special real estate taxes and assessments (together with any excise taxes on such real estate taxes and assessments levied or imposed by any governmental taxing authority), fire district taxes, liens, impositions, including capital stock, franchise, ad valorem, sales, use, bed taxes, single business, gross receipts, transaction privilege, rent or similar taxes; personal property taxes, assessments including assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof and whether or not to be completed within the Term; ground rents; water, sewer and other

utility levies and charges; excise tax levies; fees including license, permit, inspection, authorization and similar fees; and all other governmental charges, in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen, of every character in respect of the Leased Premises, and all interest and penalties thereon attributable to any failure in payment by Tenant which at any time prior to, during or in respect of the Term hereof may be assessed or imposed on or in respect of or be a lien upon the Leased Premises (collectively, the “**Impositions**”) that accrue from the Reference Date through the Term, unless Landlord elects to require escrow deposits in accordance with Section 4.3 hereof, in which case Landlord shall be responsible for the payment, prior to the date when penalties would attach of the Impositions. Tenant shall pay all of the Impositions directly to the applicable taxing authorities and Tenant shall promptly forward proof of payment to Landlord, upon request by Landlord, in such form as shall be reasonably acceptable to Landlord unless Landlord elects to require escrow deposits in accordance with Section 4.3 hereof. Landlord shall promptly forward any tax bills which it may receive to the Tenant. Landlord shall bill Tenant for any of the Impositions if Tenant does not pay any of the Impositions before delinquency and Landlord is obligated or elects (in Landlord’s sole and absolute discretion) to pay any of the Impositions directly to remain current with all taxing authorities. Tenant shall pay the full amount of any increases in any of the Impositions resulting from alterations or improvements made by or for the benefit of Tenant. After the expiration or termination of this Lease, Tenant shall pay all bills for any of the Impositions which become due and payable after the expiration or termination of the Lease covering any period through the expiration or earlier termination of the Lease. If any governmental taxing authority acting under any present or future, ordinance or regulation, shall levy, assess or impose a tax, excise and/or assessment (other than an income or franchise tax) upon Landlord or Tenant for rental payable by Tenant to Landlord, either by way of substitution for or in addition to any existing tax on land, buildings or otherwise, then Tenant shall be responsible for and shall pay such tax, excise and/or assessment or shall reimburse Landlord for the cost and expense thereof, as the case may be. Tenant shall be responsible for, and shall indemnify Landlord for any costs, charges or assessments imposed against Landlord (including reasonable attorneys’ fees) in connection with, any and all late payment fees or penalties, including interest, imposed by applicable taxing authorities for late payment of Impositions. Nothing herein contained shall require Tenant to pay income taxes assessed against Landlord or its beneficiary, or capital levy, franchise, estate, succession or inheritance taxes of Landlord or its beneficiary. Tenant shall have the right to contest the amount or validity, in whole or in part, of any Impositions by appropriate proceedings diligently conducted in good faith, but only after either (a) payment of such Impositions unless such payment would operate as a bar to such contest or interfere materially with the prosecution thereof, in which event, Tenant may postpone or defer such payment or (b) compliance with the provisions of Section 7.9(f) and Tenant shall have furnished such security as may be required in the proceeding, or as may be reasonably requested by Landlord, to insure the payment of any such obligations, indebtedness, taxes, charges and impositions, together with all interest and penalties thereon, which shall not be less than one hundred and five percent (105%) of the unpaid amounts being contested; provided that such postponement or deferral could not result in adverse action by the applicable authorities.

4.3 Escrow Deposits.

(a) Deposits. If so requested by Landlord (in accordance with industry standards), Tenant shall, on the first day of the first calendar month commencing after notice from Landlord, and on the first day of each calendar month thereafter during the Term (each of which dates is referred to as a “**Monthly Deposit Date**”), pay to and deposit with Landlord, or its designee, a sum equal to one-twelfth (1/12th) of the Impositions to be levied, charged, filed, assessed or imposed upon or against the Leased Premises within one (1) year after said Monthly Deposit Date and a sum equal to one-twelfth (1/12th) of the premiums for the insurance policies required pursuant to Article VI which are payable within one (1) year after said Monthly Deposit Date. If the amount of the Impositions to be levied, charged, assessed or imposed or insurance premiums to be paid within the ensuing one (1) year period shall not be fixed upon any Monthly Deposit Date, such amount for the purpose of computing the deposit to be made by Tenant hereunder shall be reasonably estimated by Landlord with an appropriate adjustment to be promptly made between Landlord and Tenant as soon as such amount becomes determinable. If at any time during the Term, to the extent required by the terms of the documents (the “**Loan Documents**”) entered into between Landlord and any lender (any such lender, a “**Lender**”) providing mortgage or mezzanine financing to Landlord or Landlord’s direct or indirect beneficial owners, including a Lender providing financing insured by the U.S. Department of Housing & Urban Development (“**HUD**”) in connection with the Leased Premises requires the payment of a capital reserve, capital expenditure, replacement reserve or similar amount to be used for capital improvements or other costs related to the Facility, including, without limitation, any working capital and/or replacement reserve in connection with the Leased Premises (collectively, the “**Replacement Reserve**”), then Tenant shall make not be required to make any monthly payment in excess of [_____].00 NTD: please provide the current monthly payment under existing loan documents] (the “**Replacement Reserve Cap**”). Tenant shall be required to make all monthly payments up to said Replacement Reserve Cap as and when due, provided, however, that to the extent such Loan Documents and Replacement Reserve requirement exist prior to the Reference Date, Landlord shall be responsible for making any initial deposit or payment of any Replacement Reserve, and Tenant shall replace funds in such Replacement Reserve upon the Commencement Date. Any amounts due in excess of the Replacement Reserve Cap shall be paid by the Landlord, and the Landlord shall bear complete responsibility for such excess payments. Further, in the event Tenant makes any payments for a Replacement Reserve, Landlord shall use commercially reasonable efforts to cause such lender holding the Replacement Reserve to make such funds available to Tenant upon request subject to the Loan Documents. So long as no Lease Default pursuant to Section 17.1(a)(i) (“**Monetary Lease Default**”) shall have occurred and remain uncured, any amounts contributed to the Replacement Reserve by Tenant and not already reimbursed to Tenant at the time of the expiration or sooner termination of this Lease shall be returned to Tenant upon the Closing Date (as defined herein), or, in connection with a termination resulting from the exercise of the Purchase Option Agreement, at Tenant’s option, shall be transferred to Tenant’s affiliate; if a Monetary Lease Default shall have occurred and remained uncured, Landlord shall be entitled to retain from the Replacement Reserve an amount equal to the uncured monetary Lease Default and shall remit the remainder of the Replacement Reserve to Tenant, in accordance with the foregoing provisions. Any amounts payable by Tenant under this Section shall be deemed “**Additional Rent**” hereunder and shall be included in, and payable together with, the Base Rent payable hereunder.

(b) Use of Deposits. The sums deposited by Tenant under this Section 4.3 shall be held by Landlord and shall be applied in payment of the Impositions or insurance premiums, as the case may be, when due. Any such deposits may be commingled with other assets of Landlord, and shall be deposited by Landlord at such federally insured banking institutions(s) in such federally insured account(s) as Landlord may, from time to time select. Furthermore, subject to the foregoing regarding the use of federally insured institutions and accounts, Landlord shall bear no responsibility for the financial condition of, nor any act or omission by the depository bank. The income from such investment or interest on such deposits shall be paid to Tenant. Tenant shall give not less than thirty (30) days prior written notice to Landlord in each instance when an Imposition or insurance premium is due, specifying the Imposition or premium to be paid and the amount thereof, the place of payment, and the last day on which the same may be paid in order to comply with the requirements of this Lease. If Landlord, in violation of its obligations under this Lease, does not pay any Imposition or insurance premium when due, for which a sufficient deposit exists, Tenant shall not be in default hereunder (and Tenant shall not be responsible to pay any resulting fines or penalties) by virtue of the failure to pay such Imposition or such insurance premium, and said premium shall remain the responsibility of the Landlord to pay.

(c) Deficits. If for any reason any deposit held by Landlord under this Section 4.3, at the request of the Lender, shall not be sufficient to pay any Imposition or insurance premium within the time specified therefor in this Lease, then, within ten (10) days after demand by Landlord, Tenant shall deposit an additional amount with Landlord, increasing the deposit held by Landlord so that Landlord holds sufficient funds to pay such Imposition or premium in full (or in installments as otherwise provided for herein), together with any penalty or interest thereon. Landlord may change its estimate of any Imposition or insurance premium for any period on the basis of a change in an assessment or tax rate or on the basis of a prior miscalculation or for any other good faith reason; in which event, within ten (10) days after demand by Landlord, Tenant shall deposit with Landlord the amount in excess of the sums previously deposited with Landlord for the applicable period which would theretofore have been payable under the revised estimate. Transfers. In connection with any assignment and assumption of the Landlord's interest under this Lease, the original Landlord named herein and each successor in interest shall have the right to transfer all amounts deposited pursuant to the provisions of this Section 4.3 and still in its possession to such assignee (as the subsequent holder of Landlord's interest in this Lease) and upon such transfer, the original Landlord named herein or the applicable successor in interest transferring the deposits shall thereupon be completely released from all liability with respect to such deposits so transferred and Tenant shall look solely to said assignee, as the subsequent holder of Landlord's interest under this Lease, in reference thereto.

(d) Security. All amounts deposited with Landlord pursuant to the provisions of this Section 4.3 shall be held by Landlord as additional security for the payment and performance of the Tenant's obligations under this Lease and, upon the occurrence of any Lease Default, after the expiration of any applicable grace or cure period, Landlord may, in its sole and absolute discretion, apply said amounts towards payment or performance of such obligations.

(e) Expiration. So long as no Lease Default shall have occurred and remain uncured, upon the expiration or earlier termination of this Lease, any sums then held by Landlord under this Section 4.3 shall be promptly disbursed to Tenant; provided, however, that any sums held for unpaid real estate taxes relating to the Term of the Lease shall be retained by Landlord to be applied to payment of such real estate taxes.

(f) Receipts. Tenant shall deliver to Landlord copies of all notices, demands, claims, bills and receipts in relation to the Impositions and insurance premiums upon request by Landlord. Landlord shall deliver to Tenant copies of all notices, demands, claims, bills and receipts in relation to the Impositions and insurance premiums promptly following receipt thereof by Landlord.

ARTICLE V MAINTENANCE AND REPAIR; IMPROVEMENTS

5.1 Maintenance and Repair. Tenant, at Tenant's sole cost and expense, shall keep the Leased Premises, including all buildings, fixtures, trade equipment, trade fixtures, furniture, beds and other personal property leased to Tenant pursuant to this Lease, including, without limitation, all structural and non-structural components, the roof, foundation, all outer walls, plumbing, sprinklers, electrical, mechanical, heating, ventilation, utility service, air conditioning, vertical transport, telephone, communications, cable, computer, fire-life-safety, nursing call, and all other systems of the Leased Premises in good condition and repair and in material compliance with all applicable federal, state and local laws, statutes, ordinances, codes and regulations. Landlord shall not be responsible to make any improvements, repairs, maintenance or replacements whether occasioned by the act or negligence of Tenant and/or its agents, employees, invitees or licensees or otherwise, and Tenant shall pay for all improvements, repairs, replacements, maintenance and expenditures relating to the Leased Premises, whether interior or exterior, structural or non-structural, ordinary or extraordinary, foreseen or unforeseen or arising by reason of a condition existing as of the commencement of the Lease. The Leased Premises and its appurtenances shall at all times be kept clean, safe and sanitary and in good order, condition, replacement and repair by Tenant, at Tenant's sole cost and expense, except for ordinary wear and tear (provided, however, that, without limiting the generality of this Section 5.1, Tenant shall be obligated to replace any portion of the Leased Premises if proper repair is impractical). Tenant shall provide (if not currently a part of the Leased Premises) and maintain, repair and replace, as necessary, all furniture, fixtures, equipment and/or other personal property required by any governmental authority necessary for licensure, certification and/or the operation of the Facility and to materially comply with all applicable federal, state and local laws, statutes, ordinances, codes and regulations. All such property provided by Tenant shall immediately become the property of Landlord and Tenant shall execute such documentation as Landlord may reasonably require to vest title in such property in Landlord. Landlord shall have no liability or obligation with respect to such property or any of Tenant's operations relating thereto. All replacements made by Tenant hereunder shall be made in a good and workmanlike manner using the same, similar or better quality of materials as being replaced, to the extent reasonably commercially available, and shall immediately become the property of Landlord. Tenant acknowledges that title and ownership of all repaired and replaced furniture, fixtures, equipment and/or other personal property made

hereunder shall belong to and is for the benefit of Landlord. Tenant shall not enter into any equipment leases or conditional sales contracts for any furniture, fixtures, equipment and/or other personal property which exceed Fifty Thousand (\$50,000) individually, or Two Hundred Fifty Thousand (\$250,000) in the aggregate, relating to the Facility without Landlord's consent which shall not unreasonably withheld, conditioned or delayed.

5.2 Improvements, Renovation, Alterations and Additions. Tenant shall not, without the prior written consent of Landlord, make any changes, additions, alterations and/or improvements to the Leased Premises (collectively, "**Alterations**"), which consent may not be unreasonably withheld, conditioned or delayed; provided further, however, that Tenant shall have the right during the Term to make such non-structural interior Alterations to the interior of the Leased Premises as may be proper and necessary for the conduct of Tenant's business, to cause the Leased Premises to conform to any legal or regulatory requirements, for resident comfort and safety, or for the full beneficial use of the Leased Premises, so long as such improvements do not (i) exceed One Hundred Thousand Dollars (\$100,000.00) in any given calendar year, (ii) interfere with any of the purposes for which the Facility was leased or affect the roof or structure; (iii) decrease the value of the Leased Premises, (iv) affect any building system, including, heating, ventilation, air conditioning, mechanical, electrical, plumbing or vertical transport systems, (v) affect the exterior appearance of the Leased Premises, (vi) result in a change in the configuration, layout or floor plan of the Leased Premises or the number of resident beds in any room, or (vii) require the consent of Landlord under any other provision of this Lease; provided, however, that Landlord's consent to any improvement requiring Landlord's consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall, at its expense, make any and all alterations, repairs, replacements and improvements required by any federal, state or regulatory agency or CMS and any alterations, changes or improvements required or arising as the result of any change in, or the issuance of new, amended or modified, laws, rules, or regulations or the interpretation thereof at any time following the Commencement Date. Tenant shall pay all costs and expenses of such permitted alterations, changes, and improvements and shall make the same in a good and workmanlike manner, and in material accordance with all applicable laws, codes, and regulations. Tenant hereby completely and fully indemnifies Landlord against any mechanic's liens or other liens or claims in connection with the making of such alterations, changes, and/or improvements. Notwithstanding anything contained herein to the contrary, Tenant shall, at Tenant's sole cost and expense and subject to the provisions of this Section 5.2 and Section 4.3 above, during each year of the Term, perform Alterations reasonably determined by Tenant to add value and/or utility to the Leased Premises (the "**Required Capital Expenditures**"), in an initial amount of Four Hundred Dollars (\$400.00) per skilled nursing facility bed per annum.

5.3 Signage. Tenant shall not erect or install any ground, building, or roof signs except as consented to by Landlord, which consent shall not be unreasonably withheld or delayed. All signs installed by Tenant shall comply with all requirements of appropriate governmental authority, and all necessary permits or licenses shall be obtained by Tenant. Tenant shall not alter or remove any signs existing on the Leased Premises before the Commencement Date except as consented to by Landlord, which consent shall not be unreasonably withheld or delayed. Tenant shall maintain all signs in good condition and repair at all times. Upon vacating the Leased Premises, Tenant shall remove all signs so installed by

Tenant, but only if Landlord shall request such removal, and Tenant shall repair all damage caused by such removal. Notwithstanding anything to the contrary in this Section, any signage customarily erected by Tenant or Tenant's affiliates in connection with the operation of a long term care facility shall be deemed consented to by Landlord for the purposes of this Section.

5.4 Surrender. Tenant shall deliver up and surrender to Landlord possession of the Leased Premises and all improvements and replacements thereof, including all of Tenant's work (and all replacements thereof) and all fixtures permanently attached to the Leased Premises by Tenant during the Term, upon the expiration of this Lease or its termination as set forth in this Lease, in as good condition and repair and in substantially similar form, character and manner as the same shall be on the Commencement Date, subject to normal wear and tear and, subject to Article XI below, damage by fire or other casualty, (without compensation to Tenant) with permitted changes, improvements and additions during the Term as authorized herein, subject only to such liens, encumbrances, charges, restrictions, conditions, limitations or claims set forth on Schedule 5.4 attached hereto and made a part hereof, and deliver the keys to the Leased Premises to the Landlord or Landlord's agent. In addition, upon any such expiration or termination of this Lease, Tenant covenants and agrees to do such things and to take such reasonable action as may, from time to time, be necessary or appropriate to permanently surrender and withdraw from possession and operation (including but not limited to licensure and certification) of the Leased Premises, and shall thereafter be fully and permanently relieved of all powers, duties, responsibilities and obligations that are conferred or imposed upon Tenant under this Lease (except those obligations, including, but not limited to, the obligation to pay all Rent due and owing under this Lease, and the obligation to pay all amounts owed by Tenant to the Medicare, Medicaid and third party payor programs for the period of the Term, which survive the termination hereof as provided herein) and to place Landlord in possession and operation of the Leased Premises, and any portion thereof, and Tenant covenants and agrees to execute and deliver to Landlord all assignments, documents and other instruments, to the reasonable satisfaction of Landlord in order to effectuate the provisions hereof, including, but not limited to, Tenant's execution and delivery of an exit operations transfer agreement ("**Exit Operations Transfer Agreement**") in the form of Exhibit 5.4 attached hereto. The Exit Operations Transfer Agreement shall be held by Landlord as additional security for the performance by Tenant of Tenant's obligations under this Lease. Upon any material breach or default by Tenant hereunder (which breach or default is not cured within any applicable grace period) or upon the termination or expiration of this Lease, Landlord shall have the sole, complete, unilateral, absolute and unfettered right to release such Exit Operations Transfer Agreement and Tenant agrees to be perform all of its obligations thereunder. Notwithstanding anything to the contrary contained herein, this Section 5.4 shall not apply to a termination of the Lease in conjunction with the exercise of the Purchase Option Agreement (as defined herein).

5.5 Exit Operations Transfer Agreement. The following language shall control at the end of the Lease Term, or upon earlier termination, except if such termination is in conjunction with the exercise of the Purchase Option Agreement (as defined herein), unless the Tenant and the replacement operator identified by Landlord ("**Landlord's Designee**") agree otherwise at that time:

(a) The date on which (i) this Lease either terminates pursuant to its terms or is terminated by either party whether pursuant to a right granted to it hereunder or otherwise and (ii) Landlord or Landlord's Designee obtains all licensure necessary to operate the Facility shall be referred to as the "**Closing Date**" in this Section. On the Closing Date, this Lease shall be deemed and construed as an absolute assignment for purposes of vesting in Landlord or Landlord's Designee all of Tenant's right, title and interest in and to the items of personal or intangible (the "**Assigned Property**") (including the items below) that Landlord's Designee requests Tenant to assign and an assumption by Landlord or Landlord's Designee, as applicable, of Tenant's obligations under the Assigned Property which may include, but shall not be limited to, the following:

(i) service contracts and equipment leases for the benefit of the Leased Premises to which Tenant is a party, and which can be terminated without penalty within sixty (60) or fewer days' notice or which Landlord requests to be assigned to Landlord pursuant to this Section 5.5, subject to any required consents of the Landlord or providers under such service contracts and equipment leases;

(ii) to the extent permitted by law, any provider agreements with Medicare, Medicaid or any other third-party payor programs (excluding the right to any reimbursement for periods on or prior to the Closing Date) entered in connection with the Leased Premises to the extent assignable by Tenant; provided that in addition thereto, to the extent permitted by applicable law, Landlord (or Landlord's Designee) shall be permitted to bill under Tenant's Medicare and Medicaid provider agreements, as applicable, for any periods following the Closing Date that Landlord (or Landlord's Designee) is not yet able to bill under its Medicare and Medicaid provider agreements, and Tenant shall promptly remit to Landlord (or Landlord's designee) any funds received with respect to such billing);

(iii) all licenses, permits, accreditations, and certificates of occupancy issued by any federal, state, municipal or quasi-governmental authority for the use, maintenance or operation of the Leased Premises, running to or in favor of Tenant, to the extent assignable by Tenant;

(iv) all documents, charts, personnel records, property manuals, resident records and lists maintained with respect to the Leased Premises (subject to the resident's rights to access to his/her medical records as provided by law and confidentiality requirements), books, records, files and other business records attributable to the business or operations of the Leased Premises;

(v) all existing agreements with residents of the Leased Premises and any guarantors thereof, to the extent assignable by Tenant (excluding the right to any payments for periods prior to the Closing Date) and any and all patient trust fund accounts;

(vi) all assignable guaranties and warranties in favor of Tenant with respect to the Leased Premises and/or the Personal Property; and

Tenant hereby grants to Landlord the power of attorney with full power of substitution to execute any and all documents in Tenant's name and as Tenant's attorney-in-fact, to effect the assignment to Landlord (or Landlord's Designee) of the Intangibles. The power of attorney shall be coupled with an interest and cannot be revoked.

(b) Notwithstanding anything to the contrary set forth herein, the Assigned Assets shall not include the following items (the "**Excluded Assets**"):

(i) all of Tenant's bank accounts, cash, cash equivalents, securities and accounts receivable (including third party settlements and excluding accounts receivable of the Facility relating to services provided on and after the Closing Date), prepaid accounts, deposit accounts, deposits, real estate and insurance escrows, inter-company accounts and utility deposits;

(ii) all refunds for taxes, fees, assessments and charges for the period prior to the Closing Date;

(iii) amounts of any nature which are or might be due to Tenant for goods provided, services rendered, or any other transaction of any type prior to the Closing Date;

(iv) refunds, rebates and dividends paid in respect of workers compensation or other insurance premiums paid by Tenant prior to the Closing, and refunds and additional recoveries by or payments to Tenant from any Person for services, provision of goods or supplies, or any other transactions prior to the Closing Date;

(v) all security deposits and prepayments paid by Tenant to third parties for future services, if any;

(vi) all refunds arising out of retrospective premium adjustments under insurance policies covering the Facilities or operations thereof relating to the period prior to the Closing Date

(vii) any and all Medicaid and Medicare audit and case mix appeal rights and payments for periods prior to the Closing Date;

(viii) any state Medicaid or Medicare reimbursements or adjustments for services rendered prior to the Closing Date;

(ix) any leased equipment which underlying lease is not assumed by Landlord; and

(x) Tenant's corporate records and any books and records not assignable pursuant to applicable law.

(c) Tenant shall remain liable and responsible for and pay, prior to delinquency, all accrued expenses with respect to the Leased Premises and Personal Property accruing before 12:01 a.m. on the Closing Date and shall be entitled to receive all revenues from the Leased Premises for the period through 12:01 a.m. on the Closing Date. Landlord or Landlord's Designee shall be responsible for and pay all accrued expenses with respect to the Leased Premises and the Personal Property accruing on or after 12:01 a.m. on the Closing Date and shall be entitled to receive and retain all revenues from the Leased Premises accruing on or after 12:01 a.m. on the Closing Date. The following adjustments and prorations shall be determined as of the Closing Date and the party to whom payment is owed shall receive said payment on the Closing Date:

(i) Real estate taxes, ad valorem taxes, school taxes, assessments and personal property, intangible and use taxes, if any. If the actual ad valorem taxes are not available on the Closing Date for the tax year in which the Closing Date occurs, the proration of such taxes shall be estimated at the Closing Date based upon reasonable information available to the parties, including information disclosed by the local tax office or other public information;

(ii) Tenant shall terminate the employment of all employees on the Closing Date and Tenant will, at Landlord's option, either pay to the employees all vacation and sick leave pay or employee severance pay or other benefits which are earned as of the date of said termination or credit Landlord's Designee with respect to any vacation and sick leave pay or other benefits which are accrued as of the date of said termination and are assumed by Landlord's Designee, which credit shall be paid on the Closing Date;

(iii) Tenant shall be and remain liable for any and all wages for employees of the Leased Premises with respect to the period prior to 12:01 a.m. on the Closing Date and shall either pay the same within five (5) business days after the Closing Date or provide Landlord's Designee a credit in the amount of all wages due to the employees on the Closing Date;

(iv) Landlord's Designee shall receive a credit equal to any advance payments by residents of the Leased Premises to the extent attributable to periods following the Closing Date;

(v) The present insurance coverage on the Leased Premises shall be terminated as of the Closing Date and there shall be no proration of insurance premiums;

(vi) All other income from, and expenses of, the Leased Premises (other than mortgage interest, principal and trustee fees), including but not limited to public utility charges and deposits, maintenance charges and service charges shall be prorated between Tenant and Landlord's Designee as of the Closing Date. Tenant shall, if possible, obtain final utility meter readings as of the Closing Date. To the extent that information for any such proration is not available on the Closing Date, Tenant and

Landlord's Designee shall effect such proration within sixty (60) days after the Closing Date;

(vii) Tenant shall receive a credit equal to (A) any sums paid by Tenant and held in escrow by Landlord; and (B) any other sums being held by Landlord for the benefit of Tenant; provided, however, that, in either instance, any such sums are not needed to pay costs and expenses which relate to the period prior to the Closing Date, in accordance with the applicable provisions of this Lease; and

(viii) Landlord (or its designee) shall receive a credit for any amounts due by Tenant pursuant to the terms of this Lease, including payments due to third party vendors, which are paid by Landlord (or its designee) on behalf of Tenant.

(d) All necessary arrangements shall be made to provide possession of the Leased Premises to Landlord's Designee on the Closing Date, at which time of possession Tenant shall deliver to Landlord's Designee all medical records, resident records and other personal information concerning all residents residing at the Leased Premises as of the Closing Date and other relevant records used or developed in connection with the business conducted at the Leased Premises, other than any Excluded Assets. Such transfer and delivery shall be in accordance with all applicable Laws concerning the transfer of medical records and other types of resident or patient records.

(e) Within five (5) days following the Closing Date, Tenant shall provide Landlord's Designee with an accounting of all funds belonging to residents and/or patients at the Leased Premises which are held by Tenant in a custodial capacity, if any. Such accounting shall set forth the names of the residents for whom such funds are held, the amounts held on behalf of each such resident and the Tenant's warranty that the accounting is true, correct and complete. Additionally, Tenant, in accordance with all applicable rules and regulations, shall make all necessary arrangements to transfer such funds to a bank account designated by Landlord's Designee, and Landlord's Designee shall in writing acknowledge receipt of and expressly assume all the Tenant's financial and custodial obligations with respect thereto arising subsequent to the Closing Date. Notwithstanding the foregoing, Tenant shall indemnify and hold Landlord and Landlord's Designee harmless from and against all liabilities, claims and demands, including reasonable attorney's fees, in the event the amount of funds, if any, transferred to Landlord's Designee's bank account as provided above, did not represent the full amount of the funds then or thereafter shown to have been delivered to Tenant as custodian that remain undisbursed for the benefit of the resident for whom such funds were deposited, or with respect to any matters relating to resident funds which accrue during the Term of this Lease.

(f) All cash, checks and cash equivalents at the Leased Premises and deposits in bank accounts (other than resident trust accounts) relating to the Leased Premises on the Closing Date shall remain Tenant's property after the Closing Date. All accounts receivable, loans receivable and other receivables of Tenant relating to periods prior to the Closing Date, whether derived from operation of the Leased Premises or otherwise, shall remain the property of Tenant after the Closing Date. Tenant shall retain full responsibility for the

collection thereof. Landlord's Designee shall assume responsibility for the billing and collection of payment on account of services rendered by it on and after the Closing Date. In order to facilitate Landlord's collection efforts, Tenant agrees to deliver to Landlord's Designee, within six (6) business days after the Closing Date, a schedule identifying all of those private pay balances owing for the period prior to the Closing Date and Landlord's Designee agrees to apply any payments received which are specifically designated as being applicable to services rendered prior to the Closing Date to reduce the pre-Closing balances of said residents by promptly remitting said payments to Tenant. In the event payments specifically indicate that they relate to services rendered post-Closing, such payments shall be retained by Landlord's Designee. In the event no designation is made, such payments shall be applied one-half to Tenant's accounts receivable and one-half to Landlord's Designee's accounts receivable. Landlord (or its designee) shall cooperate with Tenant in Tenant's collection of its pre-Closing accounts receivable. Landlord and Landlord's Designee shall have no liability for uncollectible receivables and shall not be obligated to bear any expense as a result of such activities on behalf of Tenant. Landlord's Designee shall remit to Tenant or its assignee those portions of any payments received by Landlord's Designee which are specifically designated as repayment or reimbursement received by Landlord's Designee arising out of cost reports filed for the cost reporting periods ending on or prior to the Closing Date.

(g) With respect to residents in the Leased Premises on the Closing Date, Landlord and Tenant agree as follows:

(i) With respect to Medicare and Medicaid residents, if any, Landlord's Designee and Tenant agree that payment for in-house residents covered by Medicare or Medicaid on the Closing Date will, under current regulations, be paid by Medicare or Medicaid directly to Tenant for services rendered at the Leased Premises prior to the Closing Date allocated on the per diem basis. Said payments shall be the sole responsibility of Tenant and neither Landlord nor Landlord's Designee shall in any way be liable therefor. After the Closing Date, Landlord's Designee and Tenant shall each have the right to review supporting books, records and documentation that are in the possession of the other relating to Medicare or Medicaid payments.

(ii) If, following the Closing Date, Landlord's Designee receives payment from any state or federal agency or third-party payor which represents reimbursement with respect to services provided at the Leased Premises prior to the Closing Date, Landlord's Designee agrees that it shall remit such payments to Tenant. Payments by Landlord's Designee to Tenant shall be accompanied by a copy of the appropriate remittance advices.

(h) On or prior to the Closing Date, Tenant shall pay all fees and taxes of any kind payable by Tenant or the Facility that are due as of the Closing Date, including, without limitation, any Quality Assurance Fees, payroll taxes, or fines or penalties levied against Tenant or the Facility. Any failure by Tenant to pay any such fees or taxes shall be a Lease Default hereunder.

(i) Tenant shall fully cooperate with Landlord in connection with the transfer of Facility operations to the new Facility operator designated by Landlord. Such cooperation shall include execution of an assignment of Tenant's provider agreements to the new Facility operator to the extent permitted by applicable law. In the event Tenant fails to execute any assignment or other documents for the assignment of its provider agreements to a new Facility operator, Tenant hereby appoints Landlord as its true and lawful attorney in fact to execute any such documents on its behalf, which power of attorney shall be irrevocable and is deemed to be coupled with an interest.

(j) In addition to the obligations required to be performed hereunder by Tenant and Landlord (or its designee) at the Closing Date, Tenant and Landlord (or its designee) agree to perform such other acts, and to execute, acknowledge, and/or deliver subsequent to the Closing Date such other instruments, documents and materials, as the other may reasonably request in order to effectuate the consummation of the transaction contemplated herein. The obligations hereunder shall survive termination or expiration of the Lease.

(k) Tenant, for itself, its successors and assigns hereby indemnifies and agrees to defend and hold the Landlord, Landlord's Designee, and the successors and assigns of each of them, harmless from any and all claims, demands, obligations, losses, liabilities, damages, recoveries and deficiencies (including interest, penalties and reasonable attorney's fees, costs and expenses) (hereinafter collectively the "**Claims**") which either of them may suffer as a result of the breach by Tenant in the performance of any of its commitments, covenants, or obligations under this Section 5.5. Tenant does further agree to indemnify, defend and hold harmless Landlord, Landlord's Designee, and the successors and assigns of each of them, from any such Claims or with respect to any suits, arbitration proceedings, administrative actions or investigations which relate to the use by Tenant of the Leased Premises prior to the Closing Date or any liability which may arise from operation of the Leased Premises prior to the Closing Date or any of Tenant's obligations with respect to the Intangibles accruing or arising prior to the Closing Date. The rights of Landlord under this paragraph are without prejudice to any other remedies not inconsistent herewith which Landlord may have against Tenant pursuant to the terms of this Lease.

(l) Anything to the contrary contained in this Section 5.5 notwithstanding, in the event the termination of this Lease is due to a Lease Default by Tenant, none of the provisions of this Section 5.5 shall in any way limit, reduce, restrict or modify the rights granted to Landlord pursuant to of this Lease. If the termination of this Lease is a result of an Lease Default, then to the extent any monies are due to Tenant pursuant to this Section 5.5, such sums shall first be applied by Landlord to any damages suffered by Landlord as a result of Tenant's Lease Default, with any excess remitted to Tenant subject to the terms of this Section 5.5.

5.6 Condition of Leased Premises. Tenant has made a physical inspection of the Leased Premises and is taking the Leased Premises in their "AS IS", "WHERE IS" condition, and acceptance of possession of the Leased Premises on the Commencement Date shall be deemed an acknowledgment by Tenant of Tenant's acceptance of the condition of the Leased Premises. Tenant acknowledges and agrees that Landlord is not making any representation,

warranty or covenant whatsoever with respect to the condition of the Leased Premises, or any portion thereof, or their suitability for any particular purpose, and Tenant is relying solely on its inspection of the Leased Premises and due diligence investigations with respect thereto.

5.7 LANDLORD MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, IN RESPECT OF THE LEASED PREMISES OR ANY PART THEREOF, EITHER AS TO ITS FITNESS FOR USE, DESIGN OR CONDITION FOR ANY PARTICULAR USE OR PURPOSE OR OTHERWISE, OR AS TO THE NATURE OR QUALITY OF THE MATERIAL OR WORKMANSHIP THEREIN, OR THE EXISTENCE OF ANY HAZARDOUS SUBSTANCE, IT BEING AGREED THAT ALL RISKS, WHETHER ARISING BEFORE OR AFTER THE REFERENCE DATE, LATENT OR PATENT, ARE TO BE BORNE SOLELY BY TENANT, INCLUDING ALL RESPONSIBILITY AND LIABILITY FOR ANY ENVIRONMENTAL REMEDIATION AND FOR COMPLIANCE WITH ALL ENVIRONMENTAL LAWS. EFFECTIVE AS OF THE DATE OF THIS LEASE, TENANT SHALL RELEASE LANDLORD FROM ALL CLAIMS WHICH TENANT OR ANY AGENT, REPRESENTATIVE, AFFILIATE, EMPLOYEE, DIRECTOR, OFFICER, PARTNER, MANAGER, MEMBER, SERVANT, SHAREHOLDER, TRUSTEE OR OTHER PERSON OR ENTITY ACTING ON TENANT'S BEHALF OR OTHERWISE RELATED TO OR AFFILIATED WITH TENANT ARISING FROM OR RELATED TO ANY MATTER OR THING RELATED TO OR IN CONNECTION WITH THE LEASED PREMISES INCLUDING ANY PHYSICAL OR ENVIRONMENTAL CONDITIONS, AND TENANT SHALL NOT LOOK TO LANDLORD IN CONNECTION WITH THE FOREGOING FOR ANY REDRESS OR RELIEF FOR ANY MATTERS ARISING PRIOR TO OR AFTER THE REFERENCE DATE. THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF ITS EXPRESSED TERMS AND PROVISIONS, INCLUDING THOSE RELATING TO UNKNOWN AND UNSUSPECTED CLAIMS, DAMAGES AND CAUSES OF ACTION. EXCEPT AS TO MATTERS SPECIFICALLY SET FORTH IN THIS LEASE: (A) TENANT WILL LEASE LEASED PREMISES SOLELY ON THE BASIS OF ITS OWN PHYSICAL AND FINANCIAL EXAMINATIONS, REVIEWS AND INSPECTIONS, AND (B) WITHOUT LIMITING THE FOREGOING, WAIVES ANY RIGHT IT OTHERWISE MAY HAVE AT LAW OR IN EQUITY AGAINST LANDLORD WITH RESPECT TO ANY ASPECT OF THE LEASED PREMISES.

ARTICLE VI INSURANCE

6.1 During the Term, Tenant shall maintain the following insurance with respect to the Facility at its sole cost and expense:

(a) With respect to the Leased Premises, Tenant shall maintain comprehensive Commercial, All Risk Property insurance on the Premises (including all Landlord Personal Property) and Tenant Personal Property in a per occurrence (claim) amount using a valuation of one hundred percent (100%) of current replacement cost; and including business interruption (subject to terms of Section 6.1(b)), and providing or containing, as applicable:

(a) an agreed amount endorsement with respect to the Premises (including all Landlord Personal Property) and Tenant Personal Property waiving all co-insurance provisions; (b) a deductible not in excess of One Hundred Thousand Dollars (\$100,000) per occurrence; (c) an “Ordinance or Law Coverage” (Code Upgrade coverage) endorsement providing following a covered loss to the Premises if any of the Premises or the use of the Facility shall be deemed non-conforming structures or uses by authorities having jurisdiction, the insurance shall provide coverage for the increased cost of construction, demolition cost, value of the undamaged portion of the structure and any increased time to rebuild due to the enforcement of building or zoning laws or requirements; (d) coverage for Demolition Costs and Increased Cost of Construction Endorsements; (e) coverage for: (i) flood hazard, (ii) earthquake, (iii) terrorism (subject to terms of Section 6.1.(b)(i)), and (iv) coastal windstorm insurance, if applicable; provided that the insurance pursuant to the foregoing clauses (i), (ii) and (iv) shall be required only to the extent it is available at commercially reasonable rates and terms and is customarily carried for similar properties, as reasonably determined by Landlord, and shall have a deductible of five percent (5%) or less;

(b) Business income insurance covering all risks required to be covered by the insurance provided for in Section 6.1(a) above, as applicable for a period of twelve (12) months and including an extended period of indemnity endorsement which provides that after the physical loss to the Premises (including all Landlord Personal Property) and Tenant Personal Property, as applicable, has been repaired, the continued loss of income will be insured until such income either returns to the same level it was at prior to the loss, or the expiration of a minimum of six (6) months from the date that the applicable Facility is repaired or replaced and operations are resumed, whichever first occurs, and notwithstanding that the policy may expire prior to the end of such period, subject to the BI Worksheet;

(i) Deductibles/self-insured retentions for the insurance policies required under Section 6.1(a) shall not be greater than \$100,000; provided, however, that the deductibles/self-insured retentions for losses sustained from earthquake (including earth movement), flood or windstorm (i.e., wind/hail) may be equal to, but not greater than, five percent (5%) of the replacement cost of the applicable Facility;

(ii) Intentionally omitted;

(iii) at all times Tenant will provide coverage during which structural construction, repairs or alterations are being made with respect to the improvements, under the coverages and terms specified in Sections 6.1(a) and 6.1(b) or alternatively (x) an all risk property insurance coverage, written on a builder's risk completed value form on a non-reporting basis, against all risks insured against pursuant to Section 6.1(a) above, including permission to occupy the Facility; and with an agreed amount endorsement waiving co-insurance provisions; and (y) owner's contingent or protective liability insurance covering claims not covered by or under the terms or provisions of the referenced commercial general liability insurance policy;

(c) Tenant shall maintain comprehensive boiler and machinery insurance, in amount of Five Hundred Thousand dollars (\$500,000);

(d) Intentionally omitted;

(e) Commercial General Liability Coverage with respect to the Facility (including products and completed operations liability and broad form coverage, broad form property damage, blanket contractual liability, independent contractors liability, personal injury and advertising injury coverage) against claims for bodily injury, death, property damage occurring on, in or about the Facility, affording the parties protection of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate;

(f) Professional Liability Coverage with respect to the Facility for damages for injury, death, loss of service or otherwise on account of professional services rendered or which should have been rendered, in a minimum amount of One Million Dollar (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate or higher amounts as may be required by state specific regulations or if participation is required in or provided by a state professional liability fund, then the state applicable limits with no exclusion for patient abuse or sexual molestation;

(i) Policies required under Sections 6.1(e) and Section 6.1(f) shall (i) contain a cross liability endorsement or separation of insureds clause; (ii) provide that any waiver of subrogation rights or release prior to a loss does not void coverage; (iii) provide that it is primary to and not contributing with, any policy of insurance carried by Landlord covering the same loss; (iv) provide that any failure to comply with the reporting provisions shall not affect coverage provided to Landlord, its partners, and property managers;

(g) Worker's Compensation Coverage for injuries sustained by Tenant's employees in the course of their employment and otherwise consistent with all applicable State regulations and employer's liability coverage with limits of not less than Five Hundred Thousand (\$500,000) each accident/disease/employee with respect to any work performed or operations on, about or in connection with the Leased Premises;

(h) Commercial Auto Liability Insurance for all owned and non-owned vehicles, including any rented and/or leased vehicles, covering bodily injury, including death, and property damage with limits of not less than One Million Dollars (\$1,000,000) combined single limit;

(i) Crime insurance against employee dishonesty, with limits not less than Two Hundred Fifty Thousand Dollars (\$250,000), including coverage for third parties; and

(j) Employment Practices Liability with limits of not less than One Million Dollars (\$1,000,000) per claim/incident including coverage for third parties.

6.2 General Insurance Requirements

(a) All of the policies of insurance required to be maintained by Tenant under this Lease shall (a) be written in form satisfactory to Landlord and issued by insurance companies

(i) with a policyholder and financial rating of not less than A- VII in the most recent version of Demotech's Key Rating Guide and (ii) authorized to do insurance business in the applicable Situs State; (b) provide that any insurance maintained by Landlord for or with respect to the Premises shall be excess and noncontributory with Tenant's insurance; and (c) include a waiver of all rights of subrogation and recovery against Landlord.

(b) All liability type policies (with the exception of Tenant's workers' compensation/employer's liability insurance, crime insurance, and commercial auto liability insurance,) must name Landlord, agents and managers, as an "additional insured." All property policies shall name Landlord as "loss payee." All business interruption policies shall name Landlord as "loss payee" with respect to Rent only. Losses shall be payable to Landlord and/or Tenant as provided herein. In addition, the policies, as appropriate, shall name as an "additional insured" or "loss payee" any lender by way of a standard form of mortgagee's loss payable endorsement.

(c) Tenant shall provide Landlord a satisfactory certificate of insurance (ACORD) and applicable endorsements evidencing the existence of the insurance required by this Lease and showing the interest of Landlord prior to the commencement of the Term or, for a renewal policy. Satisfactory certificate of insurance shall be provided not less than ten (10) days prior to the expiration date of the policy being renewed. Applicable endorsements shall be provided within ninety (90) days following the expiration date of the policy being renewed. If Landlord is provided with an ACORD certificate and thereafter requests, in writing, a complete copy of the applicable policy, Tenant shall provide a complete copy of such policy within ten (10) days of Landlord's request or when the renewed policy is available from the insurer.

(d) Tenant's obligations to carry the insurance provided for herein may be brought within the coverage of a so-called "blanket" policy or policies of insurance carried and maintained by Tenant; provided, however, that:

(i) The Commercial All Risk Property coverage afforded Landlord will not be reduced or diminished or otherwise be materially different from that which would exist under a separate policy meeting all other requirements hereof by reason of the use of the blanket policy, the blanket limits will be equal to or greater than the maximum probable loss for the portfolio as mutually agreed to between the Landlord and Tenant in their respective reasonable discretion and provided further that the requirements of this Section are otherwise satisfied, and provided further that Tenant maintains specific allocations acceptable to Landlord; and

(ii) The Commercial General Liability coverage afforded will meet all other requirements hereof, it being understood that any liability policies covering one or more other properties in addition to the Premises, Landlord may require excess limits as Landlord reasonably determines as comparable to limits maintained for similar sized portfolios of similar occupancy and provided such higher limits are available at commercially reasonable rates as reasonably determined by Landlord.

(e) Tenant shall provide to Landlord thirty (30) days' written notice before the policy or policies in question required under this Article IX shall be materially altered, non-renewed or cancelled.

6.3 Replacement Costs. The term “**replacement cost**” shall mean the actual replacement cost of the insured property from time to time with new materials and workmanship of like kind and quality (including the cost of compliance with changes in zoning and building codes and other laws and regulations, demolition and debris removal and increased cost of construction).

6.4 Claims-Made Policies. If Tenant obtains and maintains the commercial general liability coverage and/or professional liability coverage described in Section 6.1(e) and Section 6.1(f) on a “claims-made” basis, Tenant shall provide continuous liability coverage for claims arising during the Term providing for an extended reporting period reasonably acceptable to Landlord for a minimum of three (3) years or the applicable state statutory limit for claims under these policies whichever is greater after expiration of the Term. If during the Term, such policy is canceled or not renewed for any reason whatsoever, Tenant must provide evidence of a replacement policy reflecting coverage with retroactive coverage back to the Reference Date and maintain such coverage for a period of at least three (3) years beyond the expiration of the Term or the applicable state statutory limit for claims under these policies whichever is greater or Tenant must obtain tail coverage for the length of the remaining Term plus an additional three (3) years beyond the expiration of the Term.

6.5 Intentionally deleted.

6.6 Intentionally deleted.

6.7 Non-Renewal. If Tenant fails to cause the insurance required under Article IX to be issued in the names herein called for, or fails to pay the premiums therefor, Landlord shall be entitled, after the expiration of thirty (30) days from when Landlord provides notice to Tenant that the insurance required is unsatisfactory or has not been paid, but shall have no obligation, to obtain such insurance and pay the premiums therefor, in which event the cost thereof shall be repayable to Landlord upon demand therefor.

ARTICLE VII SECURITY, ACCESS AND REPORTING OBLIGATIONS

7.1 Access to Leased Premises. Tenant shall permit Landlord and its Agents to enter upon the Leased Premises at all reasonable times during ordinary business hours and upon at least forty-eight (48) hours advance written notice to Tenant to inspect and examine the Leased Premises and Personal Property, provided that such entry and inspections complies with all applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996, and does not unreasonably interfere with the operations of the Facilities or patient and medical privacy. At any time but not more than once per lease year, except upon the occurrence and during the continuance of an Event of Default in which case there shall be no limitations, during reasonable business hours and upon at least forty-eight (48)

hours written advance notice to Tenant, Landlord and its Agents shall have the right to inspect and/or audit, and, at Landlord's expense, make copies of, the books and records relating to the Leased Premises, the Facility and the Tenant, including, without limitation, to the extent permitted by applicable law, employment records, financial records, surveys and inspections reasonably required by Landlord, provided that such inspection and audits, to the fullest extent possible, complies with all applicable laws and regulations. Landlord agrees that upon entering and inspecting the Leased Premises, Personal Property and books and records, Landlord shall take all reasonable measures to avoid disruption to Tenant's business operation during any such entries and the person or persons will cause as little inconvenience to the Tenant, their employees and the residents of the Facility as may reasonably be possible under the circumstances. Landlord shall not materially interfere with or materially disrupt Tenant's business and use and enjoyment of the Leased Premises during any such inspection or examination. Landlord shall also have the right to conduct a physical inspection of the Facility within ninety (90) days prior to the expiration of the Term or earlier termination of the Lease, upon forty-eight (48) hours advance oral notice.

7.2 Changes in Licensure and Certification Status. In no event shall the Base Rent be reduced in the event the number of licensed beds at the Facility is reduced. Tenant shall not change the licensure or certification status or the number of licensed or certified beds of the Facility without the prior written consent of the Landlord, which consent may not be unreasonably withheld, delayed, or conditioned, and agrees to return to Landlord upon the expiration of the Lease, the Leased Premises, including all licensed and certified beds, other than any reduction in such beds due to casualty or condemnation or due to governmental regulations uniformly applicable to long term care community facilities throughout the State of New Jersey (and not due to acts of Tenant) whether such governmental regulation reduces bed count by restricting triple and quadruple occupancy or otherwise. To the extent that Tenant has or will extend any right, title, or claim of right whatsoever in and to the right to operate said nursing home beds, all such right, title, or claim of right shall automatically revert to the Landlord or to Landlord's designee upon termination of the Lease, except if such termination is in conjunction with the exercise of the Purchase Option Agreement (. Landlord and Tenant acknowledge that the Leased Premises was, and at all times under the terms of the Lease are, the sole and absolute property of Landlord. Upon any termination of this Lease (except terminations in conjunction with the exercise of the Purchase Option) or upon a Lease Default by Tenant hereunder, Landlord shall have the sole, complete, unilateral, absolute and unfettered right to cause the Facility's license to be reissued in Landlord's name or in the name of Landlord's designee upon application therefor to the applicable State agency, and to further have the right to have any and all Medicare, Medicaid and any other provider and/or third party payor agreements issued in Landlord's name or in the name of Landlord's designee.

7.3 Reporting Obligations. During the Term, Tenant shall provide Landlord with such reports, statements, and inspections as Landlord may reasonably require in the ordinary course of business, subject to applicable laws, which Tenant agrees shall include at least the following, and Landlord shall provide Tenant with fifteen (15) days notice prior to the due date of any such report, statement or inspection:

(a) Financial Pro Forma. On or prior to the Commencement Date, Tenant shall provide to Landlord a financial pro forma for the Facility for lease years one (1) and two (2) of the Term hereunder.

(b) Lender Reporting Requirements. Tenant shall provide Landlord with such reports, statements, and inspections as Landlord's Lender may reasonably require or request and which are typically required in connection with the financing of long-term care or senior living facilities, provided, however, that Tenant shall have the right to approve any reporting requirements contained in Loan Documents entered into after the Execution Date, which approval shall not be unreasonably withheld, delayed or conditioned.

(c) Intentionally omitted.

(d) Reports.

(i) As soon as available and in any event within forty-five (45) days after the end of each calendar month, Tenant shall provide to Landlord a report which shall include, at a minimum: (i) unaudited monthly financial statements of the Tenant for the calendar month then ended, prepared on a basis consistent with the annual statements, consisting of a balance sheet, income statement (including revenue detail by payor, reasonably detailed operating expenses, and net operating income), census information of the Facility by payor (i.e., private, Medicare, Medicaid and managed care) and occupancy percentages, total patient days, occupancy and payor mix, (ii) monthly payroll reports; and (iii) any other reports reasonably requested by Landlord.

(ii) As soon as available and in any event within forty five (45) days after the end of each calendar quarter, Tenant shall deliver quarterly, year-to-date and twelve-month trailing unaudited financial reports for the Facility, including accounts receivable and accounts payable aging (current, 30, 60, 90 and over 90 days).

(iii) As soon as available and in any event within one hundred twenty (120) days after the end of each calendar year, at Tenant's expense, annual financial statements of the Tenant (reviewed by a certified public accounting firm or other independent certified public accounting firm, prepared in accordance with generally accepted accounting principles), and including a balance sheet, a statement of income and expenses for the year then ended.

(e) Intentionally omitted;

(f) A copy of cost reports within thirty (30) days after filing thereof;

(g) Any supporting documents or data reasonably requested by Landlord in connection with the items in this Section 7.3, in accordance with applicable law;

(h) Tenant shall, within five (5) business days of receipt, notify Landlord in writing of any notice, action or other proceeding or inquiry of any governmental agency, bureau or other authority whether Federal, state, or local, of any kind, nature or description, which is

materially likely to adversely affect the license or Medicare- or Medicaid-certification status of the Facility, or the ability of Tenant to maintain its status as the licensed long term care facility operator and Medicare- and Medicaid-certified provider hereunder or which alleges material noncompliance with any law. Tenant shall furnish Landlord with a copy of any and all such notices and Tenant shall not contest Landlord's right to attend and/or participate, in Landlord's sole and absolute discretion in any such actions or proceedings, at Landlord's sole cost and expense. Tenant shall act diligently to correct any deficiency or deal effectively with any "adverse action" or other proceedings, inquiry or other governmental action, so as to maintain the licensure and Medicare- and Medicaid-certification status stated herein in good standing at all times;

(i) Upon request, Tenant shall provide Landlord with (w) any notice of a CMP for the Facility; (x) the results of any surveys containing any material deficiencies that were conducted by a governmental agency for the Facility; (y) any materially adverse notice, as reasonably determined by Tenant, from any governmental agency that has jurisdiction over the Facility or any material licenses, certifications or authorizations, and (z) notices of administrative hearings or court pleadings from any state, federal and local governmental bodies regarding the Facility.

(j) Within five (5) business days of receipt or execution thereof, Tenant shall provide Landlord with copies of all surveys, examinations, compliance certificates, inspections and reports, statements of deficiencies and plans of correction in connection with the Facility issued by any governmental authority or accreditation body during the most recent licensing period which cite deficiencies at the scope and severity of a "immediate jeopardy" or higher with respect to the Facility.

(k) If required by Landlord's Lender, Tenant shall furnish to Landlord a financial compliance certificate in such form as attached hereto as **Exhibit 7.3(k)** within thirty (30) days of Landlord's request (together with such back-up information as Landlord shall reasonably require).

(l) Tenant shall deliver to Landlord, notice of:

1. any rate appeal brought before any governmental authority or any administrator of any third-party payor program or referral source if the aggregate effect of such rate appeal is reasonably estimated to exceed \$250,000.00 in any calendar year;
2. any reimbursement audits or appeals or recoupment claims made or contests pending or threatened as a result of any audits by any third-party payor, in each case, reasonably expected to be in excess of \$250,000.00 in the aggregate in any calendar year;
3. any claim, requirement or demand (excluding all claims, requirements, and demands, if any, that have been waived) of any governmental authority or accreditation body, third party payor or insurance body having or claiming any licensing, certifying, supervising, evaluating or accrediting authority over the Leased Premises to rework or redesign the Leased Premises, its professional staff or its professional services,

procedures or practices in any material respect or to make any of the Leased Premises confirm to or comply with a legal requirement.

7.4 Payment in the Ordinary Course. Tenant shall pay in full: (a) prior in each case to the date when penalties would attach, all taxes, assessments and governmental charges and levies (except only those so long as and to the extent that the same shall be contested in accordance with the procedures set forth in this Lease) for which Tenant may be or become liable or to which any or all of Tenant's properties may be or become subject; (b) all of Tenant's wage obligations to Tenant's employees in compliance with the Fair Labor Standards Act (29 U.S.C. 206-207) or any comparable provisions; (c) all obligations owed in connection with any claim, demand or notice of any overpayment received by or on behalf of Tenant from Medicare, Medicaid or other third party payor; and (d) all of Tenant's obligations calling for the payment of money (except only those so long as and to the extent that the same shall be contested in accordance with the procedures set forth in this Lease) in accordance with Tenant's business practice.

7.5 Security Agreement. In order to secure the payment and performance of all of Tenant's obligations under this Lease and all other documents contemplated under this Lease, including the payment of all Rent and Additional Rent, Tenant hereby grants to Landlord a security interest in and lien upon all of the assets and property of Tenant, now or hereafter arising, and all proceeds thereof (collectively, the "**Collateral**"), including (a) Tenant's interest, if any, in to and under all trade fixtures, equipment, furniture, merchandise, inventory and other personal property located from time to time in or upon the Leased Premises (including the proceeds thereof), (b) to the fullest extent permitted by applicable law, all accounts receivable of Tenant arising out of the operation of the Facility, and (c) to the fullest extent permitted by applicable law, Tenant's interest in, to and under all licenses, certifications, certificates, approvals, permits, variances, waivers, provider agreements and other authorizations issued to or held by Tenant with respect to the operation of the Facility as a long term care facility, and Tenant's interest in and rights under all third party payor provider agreements with respect to the Facility, to secure the performance of all of Tenant's obligations under this Lease. The security interest granted to Landlord (i) is without limitation or prejudice to any other term or provision contained in this Lease, it being the intent of the parties to grant to Landlord the maximum benefit of all terms and provisions contained herein, (ii) with respect to Tenant's personal property is intended to be subordinate to any purchase money security interest or lease on any of Tenant's personal property (iii) shall be subject to, and Tenant agrees to comply with, all rules, regulations and requirements issued or promulgated by the U.S. Department of Housing & Urban Development ("**HUD**") governing any current or future HUD insured mortgage financing to which the Facility may now or hereafter be subject, including the HUD Program Requirements (as defined in the HUD Addendum described below) and (iv) shall be subordinate to the lien of any lender providing working capital financing to Tenant (the "**Working Capital Loan**"), provided that the lender providing the Working Capital Loan and Landlord shall execute and deliver an intercreditor agreement reasonably satisfactory to Landlord, its Lender and HUD, as applicable. Upon the occurrence and during the continuance of a Lease Default, Landlord shall have all the rights and remedies of a secured party under the laws of the state where the Facility is located with respect to the Collateral. Tenant shall reasonably cooperate with Landlord as required for the purposes of perfecting and maintaining

the priority of the security interest granted to Landlord herein, provided however, that Landlord shall have the sole responsibility for filing any UCC-1 Financing Statements covering the Collateral granted by Tenant, and thereafter, any such extensions and/or updates of such financing statements as are necessary for the continued perfection of the security interest. Tenant consents to the filing of financing statements covering the Collateral by Landlord and agrees that the provisions of this Section shall constitute a security agreement for the purposes contemplated hereby. The security interest granted by this Section shall be in addition to any lien of Landlord that may now or at any time hereafter be provided by law. Notwithstanding anything herein to the contrary, Tenant may purchase and sell any of its assets in the ordinary course of business, subjecting any new items purchased to their security agreement with the Landlord.

7.6 Distributions; Management Fee. Following the occurrence of any uncured Monetary Lease Default, Tenant shall not (i) declare, pay or make any Distribution (as such term is defined below), (ii) apply any of its funds, property or assets to the acquisition, redemption or other retirement of any membership or equity interest, (iii) otherwise make any payments or Distributions to any stockholder, member, partner or other equity owner in such person's capacity as such, or (iv) make any payment of any management, consulting or service fee to any Affiliate, except the portion of such payment which is used to cover actual expenses incurred by such manager, consultant or servicer from time to time which shall be limited in the aggregate to five percent (5.00%) of the gross revenues of the Facility; and any obligation of Tenant to make any of the foregoing payments shall be and hereby is made subordinate and junior in right of payment to the payment of all Base Rent, and other payment obligations of Tenants "**Distribution**" shall mean any direct or indirect dividend, distribution or other payment of any kind or character (whether in cash, securities or other property) to the direct or indirect holders of any equity interests in Tenant or any repayment of indebtedness to any such holders, member, manager, officer or any Affiliate or relative.

7.8 Intentionally omitted.

7.9 Intentionally omitted.

7.10 Other Covenants.

(a) Conduct of Business. Subject to the express provisions herein, at all times during the Term, Tenant shall (i) use commercially reasonable efforts to operate the Leased Premises and otherwise conduct its business in the ordinary course, and in material compliance with all statutory and regulatory requirements of any federal, state or local authority, (ii) continue to operate the Leased Premises and will maintain them in substantially their condition as of the Reference Date, reasonable wear and tear and, subject to Article XI, damage by casualty excepted, including but not limited to repairs and replacements permitted or required under this Lease, and in a lawful manner, (iii) not encumber all or any portion of the Leased Premises, (iv) use its commercially reasonable efforts to preserve the goodwill of the Facility, (v) intentionally deleted, (vi) not make any material change in its present business of the Facility as a long term care community or engage in any activities apart from its present long term care community business at the Facility, (vii) not relinquish or attempt to transfer or sell the long

term care community license, CON, Medicare or Medicaid certification or any other license, certification, certificate, approval, permit, variance, waiver, provider agreement or other authorizations without 30 days' written notice of intent to, and prior written consent of, Landlord, (viii) intentionally omitted, (ix) intentionally omitted, or (ix) not change its name without giving at least thirty (30) days' notice to Landlord, provided Tenant shall enter into such agreements upon Landlord's request as reasonably necessary to maintain Landlord's security interest in the Collateral.

(b) Notice of Default. At all times during the Term, Tenant shall promptly notify Landlord of (i) any material default by Tenant relating to any indebtedness or obligation of Tenant, whether or not relating to the Leased Premises or this Lease, and (ii) any material violations by the Facility of any law, statute, rule or regulation applicable to such Facility.

(c) Landlord Financing. Notwithstanding anything to the contrary contained herein, it is understood, agreed and acknowledged that Landlord shall have the right to finance, refinance and guaranty such financing or refinancing, from time to time, related to the Leased Premises and Personal Property, and grant a mortgage, deed of trust or security interest thereon, to assign or pledge any or all of its interest in this Lease and to assign or pledge the revenues and receipts to be received by Landlord hereunder to a third party. This Lease and all of Tenant's rights hereunder are and shall be subject and fully subordinate to any Mortgage Loan which may now or hereafter affect or encumber the Leased Premises.

(d) Non-Disturbance Agreement. Landlord will secure from any mortgage lender with an interest in the Leased Premises a standard form non-disturbance agreement.

(e) Continued Existence. At all times during the Term, Tenant shall cause to be done all things needed to preserve its rights and franchises and materially comply with all laws applicable to it, and to continue to conduct its business in the ordinary course;

(f) Payment of Obligations. At all times during the Term, Tenant shall timely pay (a) all of its obligations, indebtedness, taxes, charges and impositions, whether or not relating to the Leased Premises or this Lease, as they become due unless contested in good faith and diligently pursued; provided that (i) such proceeding shall suspend the collection of such obligations, indebtedness, taxes, charges and impositions or the obligations, indebtedness, taxes, charges and impositions shall have been paid, (ii) no part of or interest in the Leased Premises shall be in danger of being sold, forfeited, terminated, canceled or lost, and (iii) Tenant shall promptly upon final determination thereof pay the amount of such Impositions, together with all costs, interest and penalties; (b) all of Tenant's wage obligations to Tenant's employees in compliance with the Fair Labor Standards Act (29 U.S.C. §§ 206-207) or any comparable provisions; (c) all obligations owed in connection with any claim, demand or notice of any overpayment received by or on behalf of Tenant from Medicare, Medicaid or other third party payor; and (d) all of Tenant's obligations calling for the payment of money (except only those so long as and to the extent that the same shall be contested in good faith and for which adequate reserves have been established in accordance with GAAP, provided that Landlord has given its prior written consent to such contest, which consent shall not be unreasonably withheld or delayed) before such payment becomes overdue;

(g) Compliance with Law. At all times during the Term, Tenant shall materially comply in all respects, with all statutes, laws, ordinances rules, regulations and administrative policies, including Medicare and Medicaid conditions of participation to which it is subject or which are applicable to the Leased Premises and to Tenant's operation of the Leased Premises; and a licensed, Medicare and Medicaid certified long term care facility; and

(h) Change in Ownership. In addition to those provisions set forth in Article XX of this Lease, at all times during the Term, no transfer of any legal or equitable interest in Tenant's direct or indirect membership interests to any person or entity which results in the majority ownership of Tenant's direct or indirect membership interests to no longer reside with Sidney Greenberger and Zvi Klein shall occur. In the event that the Tenant or any constituent entity under this Lease is ever a form of entity other than a limited liability company, the term "**membership interest**" as used herein shall be deemed to mean the analogous form of equity ownership interest in such other type of entity, such as capital stock, partnership interest, beneficial interest or the like.

(i) Employee Solicitation/Non-Competition. Tenant agrees, throughout the Term of this Lease and for a period of twelve (12) months following the termination date of this Lease for any reason other than the exercise of the Purchase Option Agreement, not to solicit, recruit or hire the any then - employee of the Facility, including but not limited to the administrator, director of nursing or dietary supervisor for any other long term care facility owned, operated or managed by Tenant or its Affiliates without fifteen (15) days prior written notice to, and consent of, Landlord, which consent will not be unreasonably withheld, conditioned or delayed. For avoidance of doubt, said solicitation, recruitment and hiring shall be limited to direct solicitation, direct recruitment and direct hiring. Upon a termination of this Lease (other than in connection with the exercise of the Purchase Option Agreement), Landlord shall have the right to communicate with or employ Tenant's employees. Tenant further agrees that neither Tenant nor any entity affiliated with Tenant, nor any direct or indirect beneficial owner of Tenant, shall acquire, own or operate any long term care facility (other than the Facility and any other long term care facility owned or operated by Tenant or its affiliates as of the Reference Date), within the Restricted Area, for a period of two (2) years after the date of this Lease (it being understood that the foregoing restriction shall expire and be on no further force or effect following the second (2nd) anniversary of the Reference Date). In the event that Tenant breaches the provisions of this Section 7.9(i), Landlord, and its successors and assigns, will be entitled to all legal and equitable remedies, including injunctive action, to enforce this provision. The prevailing party in any such action will be entitled to recover reasonable expenses and attorneys' fees.

(j) Resident Solicitation. Tenant further agrees not to remove, or solicit for the removal of, patients from the Facility except pursuant to physician order or directions of the patient or the patient's family, nor to relocate patients at the Facility to any other long-term care or senior living facility owned, operated or managed by Tenant or its Affiliates with the exception that such removal or solicitation from the Facility would benefit the health and safety of said patients. In the event that Tenant breaches the provisions of this Section 7.9(j), Landlord, and its successors and assigns, will be entitled to all legal and equitable remedies, including injunctive action, to enforce this provision. The prevailing party in any such action

will be entitled to recover reasonable expenses and attorneys' fees. Notwithstanding the foregoing, the restrictions set forth in this Section 7.9(j) shall not apply to any long-term care or senior living facilities (i) presently owned or operated by Tenant (or any member, officer, director, principal shareholder, parent, subsidiary or affiliated company of Tenant) as of the date hereof or (ii) that any of them shall hereafter acquire from Landlord or any affiliate of Landlord.

7.11 Guaranty. Concurrently herewith, AristaCare, LLC, a New Jersey limited liability company (the "**Guarantor**") shall execute and deliver a guaranty in the form of **Exhibit 7.10** attached hereto (the "**Guaranty**") pursuant to which Guarantor shall guaranty to Landlord the obligations of Tenant to pay the Termination Damages (as defined herein).

7.12 Amendment to Operating Agreement. Concurrently herewith, the member of each Tenant shall execute and deliver an amendment to the Operating Agreement of Tenant (the "**Operating Agreement**") naming Landlord's designee as the manager of Tenant in the form of **Exhibit 7.11** attached hereto to be held by Landlord as additional security for the performance by Tenant of Tenant's obligations under this Lease. Upon and during the continuation of any Lease Default pursuant to Section 17.1(a)(x), (xi), (xiii), or (xviii), by Tenant hereunder (which breach or default is not cured within any applicable grace period), then the Landlord's designee shall have the sole, complete, unilateral, absolute and unfettered right to release such amendment to the Operating Agreement and become the manager of Tenant and exercise all rights and powers thereunder.

7.13 Security Deposit. As additional consideration for this Lease, on the Commencement Date Tenant shall deposit the aggregate, non-refundable (except as otherwise set forth herein) amount of Two Hundred Fifty Thousand Dollars (\$250,000) ("**Security Deposit**") as security for the full and faithful performance by Tenant of each and every term, provision, covenant and condition of this Lease. The Security Deposit shall not be considered an advance payment of Rent (or of any other sum payable to Landlord under this Lease) or a measure of Landlord's damages in a case of a default by Tenant. Landlord shall have no obligation to maintain the Security Deposit separate and apart from Landlord's general and/or other funds and may freely utilize the Security Deposit subject to obligations hereunder to return the Security Deposit to Tenant. Upon any Event of Default hereunder, Landlord may elect to apply all or any part of the Security Deposit to the payment of any sum in default, any other sum that Landlord may expend or be required to expend by reason of Tenant's default or any other amounts due by Tenant hereunder. If Landlord applies the Security Deposit (or any portion thereof), Tenant shall replenish the Security Deposit in full within three (3) Business Days after demand by Landlord, by paying to Landlord the amount of the Security Deposit as so applied.

7.14 Upon the expiration or earlier termination of this Lease, following Landlord's determination of any amounts due and owing to Landlord and application of the Security Deposit to such outstanding amounts, any remaining portion of the Security Deposit shall be paid by Landlord to Tenant within ten (10) days after such expiration or earlier termination of this Lease. Notwithstanding the foregoing, in the event this Lease is terminated pursuant to

the Purchase Option Agreement, at Tenant's option, the balance of the Security Deposit shall be returned in the form of a credit against the purchase price.

ARTICLE VIII PERSONAL PROPERTY

8.1 Landlord's Personal Property. Upon the expiration or termination of this Lease, Tenant shall leave all personal property leased to Tenant under Section 2.1(B) hereof as repaired, rebuilt, replaced, restored, altered or added to as permitted or required by provisions of this Lease in or on the Leased Premises, except for ordinary wear and tear and, subject to Article XI, casualty damage. Any and all restorations, alterations or replacements of, or repairs, reconstructions or additions to, the personal property at the Facility made by Tenant shall become part of the Landlord's personal property, and any and all security interests (except in favor of Landlord) in the Tenant's personal property and financing statements shall be cleared to the satisfaction of Landlord at Tenant's expense. At Landlord's request, upon expiration or termination of the Term (other than in connection with the exercise of the Purchase Option Agreement), Tenant shall transfer to Landlord any software licenses, policies and procedures manuals and other personal property necessary for the operation of the Facility, to the extent that they are assignable by law or equity.

ARTICLE IX INDEMNIFICATION

9.1 Tenant's Indemnification. During the Term of this Lease and after the surrender of the Leased Premises in accordance with Section 5.4 of this Lease, Tenant shall protect, defend (at Landlord's request), indemnify and hold harmless Landlord, Landlord's shareholders, members, managers, officers, owners, directors, employees, agents and representatives, and their respective agents, executors, heirs, representatives and assigns, future lessees of the Leased Premises, and any entity providing financing which is secured by the Leased Premises including, but not limited to, Agent (collectively the "**Landlord's Indemnitees**"), from and against any claims, losses, costs, penalties, damages, charges and/or expenses (including reasonable attorneys' and consultants' fees) imposed or resulting from, arising out of or attributable in whole or in part to any of the following: (a) any violation of any law (whether statutory, regulatory, judicially created or constitutional), order of governmental agency or ordinance concerning the use or occupancy of the Leased Premises, the Facility or Tenant, whether occasioned by the intentional act, omission, or negligence of Tenant or those holding under Tenant, (b) any accident or other occurrence on or about the Leased Premises on or after the Commencement Date causing injury or death to any person or property whomsoever or whatsoever, including, but not limited to, patient care claims or elder abuse, (c) any failure of Tenant in any respect to comply with or perform any requirements and provisions of this Lease, or a breach of this Lease and/or the Exit Operations Transfer Agreement attributable to Tenant, including, but not limited to, a breach of any of Tenant's representations and warranties under this Lease, and/or (d) in any way relating to Tenant's operation of the Facility including, without limitation, third-party claims, whether by the State of New Jersey, the United States, private insurers, private parties, for recoupment or false claims, assumption of and use by Tenant of Landlord's permits, variances, waivers, and CON

or its possession of the Leased Premises. Any amounts which become payable by Tenant under this Article IX shall be paid within ten (10) days after liability therefor is determined by litigation or otherwise. Tenant, at its sole cost and expense, shall contest, resist and defend any such claim, action or proceeding asserted or instituted against Landlord or may compromise or otherwise dispose of the same as Tenant sees fit; provided, however, that any legal counsel selected by Tenant to defend Landlord shall be reasonably satisfactory to Landlord. All indemnification covenants are intended to apply to losses, damages, injuries, claims, costs, penalties, charges and/or expenses (including reasonable attorneys' and consultants' fees) incurred directly or indirectly by the indemnified parties and their property, as well as by the indemnifying party or third party, and their property. Notwithstanding anything to the contrary set forth herein, Tenant shall not be liable for any consequential, incidental or indirect damages, diminution in value damages, lost profits or punitive, special or exemplary damages unless the same are actually payable by Landlord to third parties. It is understood and agreed that payment shall not be a condition precedent to enforcement of the foregoing indemnification obligations.

ARTICLE X USE OF LEASED PREMISES

10.1 Compliance with Laws and Regulations. Tenant shall use the Leased Premises solely as a licensed long term care community with at least the number of licensed and certified beds set forth on Schedule 10.1 attached hereto and made a part hereof (except for any reduction described in Section 7.2 or as otherwise provided herein) and for no other purpose. Tenant shall exert its commercially reasonable efforts to acquire and shall maintain all material licenses, certificates, approvals, permits, variances, waivers, provider agreements and other authorizations needed to operate the Leased Premises as a licensed, Medicare and Medicaid certified long term care facility. Tenant hereby covenants, warrants and represents to Landlord that as of the Commencement Date and throughout the Term: (i) Tenant shall be, and shall continue to be validly licensed and Medicare and Medicaid certified to operate a long term care facility in accordance with the applicable rules and regulations of the state where such Facility is located and federal governmental authorities, including, but not limited to, the United States Department of Health and Human Services, all applicable state agencies, and CMS; (ii) Tenant shall be, and shall continue to be, certified by and the holder of valid provider agreements with Medicare and Medicaid and shall remain so certified and shall remain such a holder in connection with its operation of the Leased Premises as a licensed and Medicare and Medicaid certified long term care facility; (iii) Tenant shall be, and shall continue to be in material compliance with and shall remain in material compliance with all state and federal laws, rules, regulations and procedures with regard to the operation of the Facility, including, without limitation, material compliance under HIPAA; (iv) Tenant shall operate the Facility in a manner consistent with high quality nursing care and sound reimbursement principles under the Medicare and Medicaid programs and as required under state and federal law; and (v) Tenant shall not abandon, terminate, vacate or fail to renew any material license, certification, certificate, approval, permit, variance, waiver, provider agreement or any other material authorization which relates to the operation of the long term care facility business or other permitted operations on the Leased Premises or in any way commit any act which will or is substantially likely to cause any such material license, certification, certificate, approval, permit,

variance, waiver, provider agreement or other authorization to be revoked by any federal, state or local governmental authority having jurisdiction thereof.

10.2 No Waste. Tenant shall not commit or suffer to be committed any waste on the Leased Premises nor shall Tenant cause or permit any nuisance thereon.

10.3 Hazardous Materials and Hazardous Waste. Tenant shall not place or hold any Hazardous Materials (hereinafter defined) on or at the Leased Premises, except as is necessary for the ordinary course of its business as a long term care facility in compliance with Section 10.1. If Tenant's business requires the use of any Hazardous Materials, other than such Hazardous Materials as are typically found in long term care facilities in compliance with Section 10.1, Tenant shall notify Landlord in writing and shall materially comply with hazard communication and notification requirements of the Occupational Safety and Health Act ("OSHA") and any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree which requires notification of employees, the community or any governmental agency of the hazardous properties of such Hazardous Materials. For purposes of this Lease, "**Hazardous Materials**" means and includes any hazardous substance defined as such in (OSHA, Comprehensive Environmental Response, Compensation, and Liability Act ("**CERCLA**"), the Toxic Substances Control Act ("**TSCA**"), or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous substance or material, as now or at any time hereafter in effect.

(a) Tenant shall not cause or allow any asbestos to be incorporated into any improvements or alterations which it makes or causes to be made on or to the Leased Premises.

(b) Tenant shall not place, hold or dispose of any Hazardous Waste (hereinafter defined) on, under or at the Leased Premises except as specifically allowed in this Section 10.3. Tenant further agrees that it shall not use the Leased Premises as a treatment, storage, or disposal (whether permanent or temporary) facility for Hazardous Waste, except in the ordinary course of its business as a long term care facility in compliance with Section 10.1. If Tenant, in the ordinary course of its business as a long term care facility, generates Hazardous Waste, then Tenant shall materially comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, orders or decrees relating to the appropriate use, storage, transportation and disposal of Hazardous Waste. For the purposes of this Lease, "**Hazardous Waste**" means and includes any hazardous material that has entered the waste stream or any contaminant or pollutant as defined as such in the Resource Conservation and Recovery Act, the CERCLA, as amended, any so-called "**Superfund**" or "**Superlien**" law, the TSCA, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste. Tenant further agrees that it shall properly dispose of all "infectious waste" such as laboratory waste, pathological waste, blood specimens or products, resident or patient waste including, without limitation, bandages and disposable gowns, sharp waste and any material generated by the production or testing of biological agents. Promptly upon receipt of any Notice (as hereinafter defined) from any person or

entity, Tenant shall deliver to Landlord a true, correct and complete copy of any written Notice. “**Notice**” shall mean any note, notice, or report of any suit, proceeding, investigation, order, consent order, injunction, writ, award, or action related to or affecting or indicating the treatment, storage, handling, disposal, generation, spill, release or discharge of any Hazardous Waste or Hazardous Materials in or affecting the Leased Premises. All of the terms, covenants, warranties and indemnifications contained in this Section shall survive the expiration or termination of this Lease.

(c) Without in any way limiting Tenant’s obligation to indemnify Landlord and the Landlord’s Indemnitees under Section 9.1 of this Lease, Tenant shall indemnify, defend (at Landlord’s request) and hold harmless Landlord and the Landlord’s Indemnitees from and against any claims, losses, costs, damages or expenses of any and every kind whatsoever (including reasonable attorney’s fees and consultant’s and expert’s fees) which at any time or from time to time may be paid, incurred or suffered by, or asserted against Landlord and/or the Landlord’s Indemnitees for, with respect to, or as a direct or indirect result of any of the following: (a) a breach by Tenant of the covenants set forth in Section 10.3(C) or, (b) caused, permitted or allowed by Tenant or any agent, employee, invitee, or licensee of Tenant, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, or release from, onto, or into the Leased Premises, the atmosphere, or any watercourse, body of water, or groundwater, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the CERCLA, as amended, any so-called “Superfund” or “Superlien” law, or any other federal, state, local or other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning, any Hazardous Material) occurring after the Reference Date; and the provisions of and undertakings and indemnification set out in this Section shall survive the termination of this Lease, and shall continue to be the personal liability, obligation and indemnification of Tenant, binding upon Tenant, forever.

(d) If Tenant or its employees, agents, or contractors shall ever violate the provisions of this Section 10.3, then, in addition to any other duty or obligation of Tenant hereunder, at law or in equity, Tenant shall clean up, remove and dispose of the material causing the violation, in material compliance with all applicable environmental laws and repair any damage to the Leased Premises within such period of time as may be reasonable under the circumstances after written notice by Landlord, provided that such work shall commence not later than thirty (30) days from such notice and be diligently and continuously carried to completion by Tenant or Tenant’s designated contractors.

(e) Landlord reserves the right from time to time, but not more than once a year, during the Term hereof, at Landlord’s cost and expense, to have the Leased Premises inspected by environmental engineers and/or specialists for the purpose of determining compliance by Tenant with any environmental laws, rules and regulations applicable to Tenant’s operations in or about the Leased Premises and with the terms and conditions of this Lease dealing with environmental matters, including without limitation, the provisions of this Section 10.3. If the environmental assessment or report resulting from such inspection discloses any non-compliance resulting from Tenant’s action or inaction during the Term hereof, Tenant shall immediately, following receipt of the environmental assessment, take all such steps as are

necessary to put the Leased Premises into compliance, including without limitation, cleaning up any spills or other emissions of hazardous and/or toxic substances or wastes.

(f) Upon the expiration of the Term, or the earlier termination thereof, whichever shall be the first to occur, Tenant shall forthwith remove all Hazardous Materials and Hazardous Waste from the Leased Premises or any portion thereof which are in violation of applicable laws and were placed upon the Leased Premises after the Reference Date during the Term (or during any holdover period), all in accordance with applicable law.

ARTICLE XI DAMAGE OR DESTRUCTION

11.1 Damage or Destruction. In the event that any part of the improvements located on the Leased Premises or the Personal Property shall be damaged or destroyed by fire or other casualty (any such event, being called a “**Casualty**”), Tenant shall bear the cost of having the Leased Premises, to the extent funds are available from insurance proceeds, promptly replaced, repaired and restored the same as nearly as possible to the condition it was in immediately prior to such Casualty, in accordance with all the terms, covenants and conditions and other requirements of this Lease applicable in the event of such Casualty. The Leased Premises and the Personal Property shall be so replaced, repaired and restored by Tenant as to be of at least equal value and substantially the same character as on the Reference Date, and Tenant shall direct such replacement, rebuilding and restoration (collectively, “**Restoration**”); provided, however, that any such Restoration shall (i) be subject to Landlord’s prior approval and (ii) be completed by Tenant not later than twelve (12) months following the date of such Casualty, not accounting for any delays caused by shortages in either construction materials or contractors. Notwithstanding anything provided herein, in the event any lender of a mortgage loan executed by Landlord requires payment of the indebtedness thereunder and does not allow repair and rebuilding of the Leased Premises or in the event damage cannot be repaired within twelve (12) months after a Casualty, either as a result of insufficient time or insufficient insurance proceeds, Tenant may terminate this Lease upon written notice to Landlord delivered prior to the date Tenant commences any restoration of the Leased Premises. Tenant covenants that it will give to Landlord prompt written notice of any Casualty affecting the Leased Premises in excess of One Hundred Thousand Dollars (\$100,000). In addition to the foregoing, upon the occurrence of a Major Casualty or a Casualty for which the Restoration is not completed by Tenant within twelve (12) months after the date such Casualty had occurred, Landlord may elect to terminate this Lease, provided that if Tenant has commenced the Restoration and the Restoration is likely to be completed within a reasonable period of time, subject to Landlord’s reasonable consent, Landlord shall have no right to terminate this Lease. If this Lease is terminated, the Tenant shall assign all insurance proceeds to the Landlord. In the event insurance proceeds exceed the cost of repairing and rebuilding the Leased Premises, such excess proceeds shall be split equally between Landlord and Tenant, but only if the Lease is not terminated. The term “**Major Casualty**” shall mean a Casualty for which the cost of Restoration is reasonably estimated to exceed \$10,000,000.00.

ARTICLE XII
EMINENT DOMAIN

12.1 Eminent Domain. In the event the entire Leased Premises shall be taken by condemnation or right of eminent domain, this Lease shall terminate as of the day possession shall be taken by the taking authority, and Landlord and Tenant shall be released from any further liability hereunder thereafter accruing, except as otherwise expressly provided in this Lease. If less than all of the Leased Premises are taken by the exercise of the power of eminent domain or sold under eminent domain proceedings and Tenant reasonably believes that in light of such exercise of eminent domain or sale pursuant to eminent domain proceedings, it can no longer operate the Facility in materially the same manner as prior to the exercise of eminent domain, then Tenant may either (i) terminate this Lease or (ii) subject to the consent and approval of Landlord (which approval shall not be unreasonably withheld, conditioned or delayed), with reasonable diligence, restore or rebuild to the extent reasonably practicable any improvements upon the Leased Premises affected by the taking with the proceeds from the condemnation award. In the event the amount awarded shall be insufficient to repair and restore the Leased Premises, Landlord shall contribute the amount of any such deficiency. In the event that all or less than all of the Leased Premises are taken or so sold, and this Lease shall terminate as provided herein, Tenant shall be entitled to any award that it can prove for damage to its leasehold interest, provided that such award is separately allocated to Tenant by the condemning authorities and in no way diminishes the amount collectible by Landlord for the value of its fee interest (as if the same were encumbered by this Lease).

ARTICLE XIII
NOTICES

13.1 Notices. Any notice, demand or communication required, permitted or desired to be given hereunder shall be in writing and shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, or when sent by nationally-recognized overnight carrier addressed to the parties at their respective addresses listed below or such other address, and to the attention of such other person as either party may designate by written notice given in accordance with this Section. The effective date of such notices shall be as follows: (a) upon delivery or refusal of delivery if sent by personal delivery, (b) two (2) business days after mailing (or upon actual receipt, if earlier), if sent by certified mail, (c) one (1) business day after deposit with the courier for next day delivery, if sent by overnight courier or (d) upon confirmation of delivery by fax or email

To Tenant: c/o AristaCare Health Services
245 Birchwood Avenue
Cranford, New Jersey 07016
Attention: Heshy Klein
Email: Heshy@aristacare.com

With a copy to: Gutnicki LLP
4711 Golf Road, Suite 200
Skokie, Illinois 60076

Attention: Jeremy Meisel
Email: jmeisel@gutnicki.com

To Landlord: Windsor Healthcare
100 McClellan Street
Norwood, NJ 07648
Attention: Joshua Jacobs
Email: JJacobs@windsorhc.com

With a copy to:

NBC Law
675 Third Avenue, Floor 8
New York, New York 10017
Attn: Brett Burnbaum
Email: bburnbaum@nbclaw.com

ARTICLE XIV QUIET ENJOYMENT

14.1 Quiet Enjoyment. Landlord covenants, warrants and represents to Tenant that, so long as Tenant shall not be in default in the performance of any of its obligations under this Lease beyond any applicable period of notice and/or grace, Tenant shall at all times during the Term peaceably and quietly have, hold, occupy and enjoy the Leased Premises without any hindrance, interference or molestation by Landlord or by, under or through Landlord for reasons other than acts of omission of Tenant, and Landlord shall defend Tenant in such peaceful and quiet use against the lawful claims of all such persons, subject to the Lease and to all liens, mortgages and encumbrances of record as of the date of the Lease to which this Lease is subordinate.

ARTICLE XV SUBLETTING AND ASSIGNMENT; MANAGEMENT AGREEMENTS

15.1 Subletting and Assignment. Tenant shall not, without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion, assign this Lease or sublease all or any part of the Leased Premises. Landlord has the right to sell the Leased Premises, subject to the terms of this Lease, without the consent of Tenant, subject in all respects to the terms of the Purchase Option Agreement. Further, and without in any way limiting or otherwise affecting the provisions of this Lease, Landlord shall be permitted to assign this Lease and all agreements, duties, obligations and rights incidental thereto to any entity related to, or affiliated with Landlord, without any consent from Tenant, subject to the terms of this Lease.

15.2 Management Agreements. All management fees or other payments for services provided in connection with the operation of the Facility, payable by Tenant, shall be

subordinated to all of the obligations of Tenant due under this Lease and to all of Landlord's claims under this Lease and any management agreement shall include this provision.

15.3 Sublease of the Facility. Tenant shall not sublease the Facility without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion.

ARTICLE XVI MEMORANDUM OF LEASE

16.1 Memorandum of Lease. This Lease shall not be recorded, but Landlord or Tenant may record a memorandum of lease in which shall be described the parties to the Lease, the Leased Premises and the Term. Tenant agrees to execute and deliver to Landlord at any and all times such instruments as may be reasonably required for such recording and for the termination of such recording prior to recording the same.

ARTICLE XVII DEFAULT

17.1 Default by Tenant and Remedies of Landlord.

(a) Tenant shall be in default under this Lease:

(i) if Tenant fails to pay any installment of Base Rent or fails to pay any other charges, costs or expenses payable by Tenant, within five (5) business days of when due;

(ii) if Tenant defaults in the prompt and full performance of any other of Tenant's covenants, obligations or agreements hereunder and fails to cure the same within thirty (30) days (or, so long as Tenant shall have commenced such cure during said thirty (30) day period and is diligently pursuing the same, such additional time as is reasonably required to correct any such default, not to exceed ninety (90) days in the aggregate) after its receipt of notice from Landlord thereof (provided that such cure period shall not apply to a payment default under Section 17.1(a)(i));

(iii) if the leasehold interest of Tenant be levied upon under execution or be liened or attached and such levy, lien or attachment is not discharged or stayed by action of Tenant contesting same, within sixty (60) days after such levy or attachment of the date Tenant receives notice of it;

(iv) in the event of a filing against Tenant or any Guarantor of a petition under federal or state law pertaining to bankruptcy or insolvency or for a reorganization or other relief which is not dismissed within ninety (90) days;

(v) if Tenant or any Guarantor makes an assignment for the benefit of creditors;

(vi) if Tenant or any Guarantor shall admit in writing its inability to pay its debts generally as they become due;

(vii) if a receiver be appointed for any property of Tenant;

(viii) if Tenant abandons the Leased Premises or if, except as a result of damage, destruction or a partial or complete condemnation, Tenant voluntarily ceases operations on the Leased Premises, or if Tenant files with any governmental authority, or otherwise adopts a closure plan for the Facility or relinquishes its Medicare or Medicare provider agreements;

(ix) if Tenant receives a state or federal licensure or certification survey in which there is a finding that the Facility's residents are in jeopardy as defined under state and federal law, which finding remains uncured for the lesser of (1) sixty (60) days (unless such default cannot reasonably be cured within sixty (60) days, in which event such period may be extended by Landlord in its sole discretion for such reasonable period as Landlord shall permit, provided Tenant shall have commenced in good faith to cure such default within the first such sixty (60) day period and shall proceed with all due diligence to correct such default thereafter) or (2) such period of time as is permitted under applicable state or federal law for the cure thereof prior to the initiation or commencement of any decertification, license revocation or similar proceedings;

(x) if Tenant receives a state or federal notice of termination of license or "fast track" decertification and such notice has not been suspended, extended, withdrawn or terminated within the time period required by any governmental authority;

(xi) if Tenant fails to maintain its qualifications for licensure and accreditation as required by this Lease if failure to do so will result in an inability to operate or result in a receivership;

(xii) if any malpractice award or judgment exceeding any applicable malpractice insurance coverage by more than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) shall be rendered against Tenant and either (i) enforcement proceedings shall have been commenced by any creditor upon such award or judgment or (ii) such award or judgment shall continue unsatisfied and in effect for a period of fifteen (15) consecutive days without a nationally reputable insurance company having agreed to fund such award or judgment and in either case such award or judgment shall, in the reasonable opinion of Landlord, have a material adverse effect on the ability of Tenant to operate the Facility;

(xiii) if any participation, provider or reimbursement agreement material to the operation or financial condition of Tenant or the Facility shall be terminated prior to the expiration of the term thereof or, without the prior written consent of Landlord in each instance (which consent may be not be unreasonably withheld, delayed, or

conditioned), the same shall not be renewed or extended upon the expiration of the stated term thereof;

(xiv) if a state or federal regulatory agency shall have (i) made a substandard quality of care determination of the Facility, which determination is not deemed corrected in sixty (60) days following Tenant's receipt of notice of such designation, determination or action, provided, however, that Tenant shall not be in default if it has filed plan of corrections or other documentation to that effect with the applicable state/federal agencies within their respective timeframes and is awaiting response; (ii) made a determination that the Facility is not in substantial compliance with any applicable regulatory requirements, which determination is not corrected within the period specified in such determination, or if no such period is specified, within sixty (60) days following Tenant's receipt of notice of such designation, determination or action, provided, however, that Tenant shall not be in default if it has filed plan of corrections or other documentation to that effect with the applicable state/federal agencies within their respective timeframes and is awaiting response; (iii) intentionally omitted; (iv) cited deficiencies at the scope and severity of a "immediate jeopardy" or higher with respect to the Facility and for which no plan of correction is filed with the applicable state or federal regulatory agency within thirty (30) days of receipt of such deficiency statement; or (v) taken adverse regulatory action with respect to the Facility including, without limitation, the imposing of civil money penalties, with such designation, determination or action continuing unremedied for a period of sixty (60) days following Tenant's receipt of notice of such designation, determination or action;

(xv) upon the Facility being placed on the Special Focus Facility list maintained by CMS; provided that Tenant shall not be in default if it is consistently proceeding with all surveys and other matters thereafter in the manner necessary to achieve removal of the Special Focus Facility designation;

(xvi) upon the imposition of any ban or limitation upon the admission of patients or residents to the Facility by any governmental agency having jurisdiction over the licensure or Medicare or Medicaid certification of such Facility, which ban or limitation is not removed within sixty (60) days;

(xvii) if any transfer, sublease or assignment of this Lease or Tenant's direct or indirect interest therein or a transfer of Tenant's direct or indirect equity ownership interests occurs, other than in accordance with the provisions of this Lease;

(xviii) upon the denial, refusal to issue, or loss of any material, licenses, Medicare or Medicaid certifications, certificates, approvals, permits, variances, waivers, provider agreements and other authorizations necessary or required for Tenant to operate the Facility in accordance with the requirements of this Lease;

(xix) if any of the representations or warranties made by Tenant under this Lease proves to be untrue when made in any material respect;

(xx) if in any twelve (12) month period during the Term, any governmental authority having jurisdiction over the operation of the Facility removes ten percent (10%) or more of the patients or residents who reside in the Facility located at the Facility for a period of ten (10) days or more or if any of the beds for which the Facility is currently certified are decertified by any governmental authority; provided, however, that no Lease Default shall occur as a result of a reduction in bed count due to casualty or condemnation or due to governmental regulations uniformly applicable to skilled nursing facilities, assisted living, independent living or continuing care retirement community facilities throughout the State of New Jersey (and not due to acts of Tenant) whether such governmental regulation reduces bed count by restricting triple and quadruple occupancy or otherwise;

(xxi) if Tenant fails to notify Landlord within seven (7) calendar days after receipt of any notice from any governmental authority, terminating or suspending or threatening termination or suspension of any material license waiver or certification relating to the Facility. If Tenant fails to give Landlord notice not later than (A) ten (10) calendar days (but if a Lender requires a shorter period, such notice period shall be accordingly shortened) after Tenant's receipt thereof of any "Immediate Jeopardy" (as such term is customarily used) or equivalent notice from any governmental authority or officer, acting on behalf thereof relating to the Facility or (B) in cases not involving Immediate Jeopardy, ten (10) calendar days of receiving notice of the imposition of a denial of payment for new admissions or equivalent notice from any Governmental Authority or officer acting on behalf thereof relating to the Facility;

(xxii) A default shall occur under the Guaranty;

(xxiii) if Tenant fails to cure or abate any violation that could result in a denial of payment or equivalent violation occurring during the Term for a period of one hundred twenty (120) days that is claimed by any Governmental Authority or any officer acting on behalf thereof, of any Applicable Law relating to the operation of the Facility within the time period permitted by such Governmental Authority for cure or abatement; and/or

(xxiv) Tenant fails to perform any Required Capital Expenditures.

(b) Upon a material Lease Default (any of the subparagraphs Section 17.1(a)(i) through (xxiv) shall be defined as a "**Lease Default**"), Landlord, may, if Landlord so elects, without notice of such election and without any demand whatsoever, forthwith terminate this Lease and Tenant's right to possession of the Leased Premises and, at Landlord's sole and absolute discretion in the event of a Monetary Lease Default, Tenant shall be responsible for Rent and charges due from Tenant for the period up to and including the date of the termination of this Lease and/or Tenant's right to possession; plus the amount of any current monthly deficiencies accruing and unpaid by Tenant up to and including the date of Landlord's demand for final damages hereunder plus the Rent reserved for the subsequent two (2) year period from the date of such Lease termination ("**Termination Damages**"), provided, however, that Landlord shall remain obligated to mitigate its damages, subject to Section

17.1(j) hereof. In the event of such reentry, Landlord may relet the Leased Premises without being obligated so to do, and in the event of a reletting may apply the Rent therefrom first to the payment of Landlord's cost and expenses, including attorneys' fees incurred by reason of Tenant's default, and the cost and expense of reletting, including, but not limited to, repairs, renovation, or alteration of the Leased Premises and then to the amount of Rent and all other sums due from or payable by Tenant hereunder, Tenant remaining liable for all other sums due from or payable by Tenant hereunder and for any deficiency. Any and all such deficiencies shall constitute Additional Rent hereunder and shall be payable by Tenant monthly on the date herein provided for the payment of Rent. In any event, upon a Lease Default, Landlord may require Tenant to consent to a so-called "Change of Ownership" and Landlord may dispossess Tenant upon approval of the Change of Ownership by the applicable state agency, it being the understanding that under no circumstances is this Lease to be an asset for Tenant's creditors by operation of law or otherwise.

(c) Upon the filing of a petition by or against Tenant under the Bankruptcy Code, Tenant, as debtor and as debtor-in-possession, and any trustee who may be appointed shall: (1) timely perform each and every obligation of Tenant under this Lease until such time as this Lease is either rejected or assumed by order of the United States Bankruptcy Court; (2) pay monthly in advance on the first day of each month as reasonable compensation for use and occupancy of the Leased Premises an amount equal to the Rent and other charges otherwise due pursuant to this Lease; and (3) reject or assume this Lease within sixty (60) days after the filing of such petition under the Bankruptcy Code or within such time period as the Bankruptcy Code may allow. Tenant, as debtor and as debtor-in-possession, and any trustee shall be deemed to have rejected this Lease in the event of the failure to comply with any of the above.

(d) In the event of termination of this Lease by reason of any Lease Default by Tenant, or upon the expiration of the Term, then, and in any of such events, Tenant, upon Landlord's written request, shall to the greatest extent permitted by law, transfer to Landlord or its designees or assigns, the following: (i) all federal, state or municipal licenses, certifications, certificates, approvals, permits, variances, waivers, provider agreements and other authorizations which relate to the operation of the Facility; and (ii) the name of the Facility as then known to the general public. Tenant shall also prepare and file all notices required by applicable law in connection with such termination. In the event Tenant fails or refuses to transfer any such license, certification, certificate, approval, permit, variance, waiver, provider agreement, other authorization or trade name, then this provision shall constitute an act of assignment by Tenant to Landlord or its assigns without the necessity of any further written instrument.

(e) Landlord shall have the option of taking over the operation of the Facility, or to have the operation of the Facility taken over by a designee, upon the occurrence and during the continuation of any material Lease Default or in the event of a termination of this Lease for any reason (other than in conjunction with an exercise of the Purchase Option Agreement), without assuming any of Tenant's liabilities or obligations. Landlord shall give Tenant written notice of Landlord's intent to exercise the right set forth above, in which event, upon the approval of the applicable state agency of the Change of Ownership, Tenant shall immediately

turn over possession and control of the Facility without any further action having to be taken on the part of Landlord. Further, in the event of a Lease Default hereunder and upon Landlord's taking over the operation of the Facility hereinabove set forth, after Landlord's election to take over the operation of the Facility as hereinabove set forth, to the extent permitted by applicable law, Tenant hereby appoints Landlord its true and lawful attorney by this instrument, said appointment being coupled with an interest, to execute on behalf of Tenant a letter of consent and any other reasonably necessary documents, all in a form acceptable to Landlord enabling Landlord or its designee to file an application to operate the Facility as a long term care facility with the applicable state agency and every other regulatory agency now or hereafter claiming jurisdiction and to operate the Facility during the pendency of such application. This provision shall be enforceable in a court of law and shall be effective by operation of law.

(f) No failure of Landlord to enforce any rights or remedies upon Lease Default of Tenant shall prejudice or affect the rights of Landlord upon any subsequent or similar Lease Default.

(g) In the event of a Lease Default by Tenant of any of the terms, covenants, conditions or provisions of this Lease, which Lease Default is not cured within any applicable grace or cure period, Landlord shall have the right to invoke any remedy permitted to Landlord in law or in equity. All remedies available to Landlord are declared to be cumulative and concurrent and the exercise of one shall not preclude or waive the right to exercise any other. No termination of this Lease and no taking or recovering of possession of the Leased Premises shall deprive Landlord of any of its remedies or actions against Tenant and Tenant shall remain liable for all past and/or future Base Rent or Additional Rent payable by Tenant under this Lease. The bringing of any action for Base Rent or other Lease Default shall not be construed as a waiver of the right to obtain possession of the Leased Premises.

(h) If suit shall be brought for recovery of possession of the Leased Premises, for the recovery of Rent, or any other amount due under the provisions of this Lease and Landlord prevails in such suit, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, and breach shall be established, Tenant shall pay to Landlord all expenses, including reasonable attorney fees, incurred therefor.

(i) In the event of any Lease Default or termination of this Lease, Tenant covenants and agrees that it shall not sell, move, surrender, cancel, modify, transfer, assign, relocate, pledge, security, convey or in any other manner encumber the personal property, the CON or any of the licensed or Medicare- and/or Medicaid-certified beds at the Facility, or attempt to do same.

(j) Notwithstanding anything in this Lease to the contrary, in the event of any Lease Default by Tenant, Landlord shall have the duty and obligation to use commercially reasonable efforts to promptly mitigate Tenant's damages pursuant to this Lease. Without limiting the generality of the foregoing, Tenant agrees that the failure of Landlord to relet (despite Landlord complying with its obligations to employ commercially reasonable efforts

to do so), shall not release, reduce or otherwise affect Tenant's liability for Landlord's damages pursuant to this Lease.

(k) Notwithstanding anything in this Lease to the contrary, in the event of any Lease Default or termination of this Lease, Tenant waives, to the extent permitted by applicable law, (a) any right of redemption, re-entry or repossession; (b) any right to any notice to quit or to a trial by jury in the event of any proceedings to enforce the remedies set forth in this Lease; and (c) the benefit of any laws now or hereafter in force exempting property from liability for rent or for debt.

ARTICLE XVIII REIMBURSEMENT RIGHTS OF LANDLORD

18.1 Reimbursement Rights of Landlord. If Landlord shall make any payments or perform any repairs on behalf of Tenant which are Tenant's obligation and which Tenant is in default thereof, then any reasonable amounts so paid by Landlord are agreed and declared to be Additional Rent, and shall be due and payable to Landlord by Tenant upon submission to Tenant of an invoice, bill, or statement therefor.

ARTICLE XIX REPRESENTATIONS AND WARRANTIES

19.1 Tenant's Representations and Warranties. Tenant represents and warrants to Landlord and agrees as follows:

(a) Corporate. Tenant is a limited liability company duly formed and validly existing under the laws of the State of New Jersey and qualified to transact business under the laws of the State of New Jersey, and has the limited liability company power and authority to own its property and assets and to carry on its business as now being conducted or as will be conducted on and after the Commencement Date;

(b) No Breach of Statute or Contract. The execution, delivery and performance of this Lease by Tenant will not breach any statute or regulation of any governmental authority, and will not as of the Execution Date conflict with or result in a breach of or default under any of the terms, conditions or provisions of Tenant's Articles of Organization, Operating Agreement, other material agreements, or any order, writ, injunction, decree, agreement or instrument to which Tenant is a party, or by which it or its property, may be bound;

(c) Authorization of Lease. The execution, delivery and performance of this Lease has been duly authorized by all necessary individual, shareholder, member, officer, director, manager and/or owner action of Tenant and this Lease constitutes the valid and binding obligation of Tenant, fully enforceable in accordance with its terms; and

(d) No Litigation or Adverse Events. There is no suit, claim, action or legal, administrative, arbitration, or other proceeding or governmental investigation pending or, to Tenant's knowledge, threatened, by or against Tenant, and there exists no event or condition of any character, which could prevent the consummation of the transactions contemplated by

this Lease or materially adversely affect Tenant's performance of the terms and conditions hereunder.

(e) Single Purpose Entity. Tenant is a single purpose entity formed for the sole and exclusive purpose of operating the Facility in accordance with applicable law and pursuant to the terms and conditions of this Lease and other ancillary documents executed by and between Tenant and Landlord.

19.2 Landlord's Representations and Warranties. Landlord represents and warrants to Tenant and agrees as follows:

(a) Landlord is a limited liability company, is duly organized and validly existing under the laws of the State of New Jersey, and has the full right and power to enter into, and perform its obligations under this Lease and all agreements or documents entered into or executed in connection therewith, and has taken all requisite actions to authorize the execution, delivery and performance of this Lease and all agreements and documents entered into or executed in connection therewith.

(b) Neither the execution and delivery of this Lease, nor any agreement referred to or contemplated hereby, by Landlord will violate any provision of its Operating Agreement, be in conflict with, constitute a default or create a right of termination or cancellation under any agreement or commitment to which Landlord is a party.

(c) No representation or warranty by or on behalf of Landlord contained in this Lease and no statement by or on behalf of Landlord in any certificate, list, exhibit or other instrument furnished or to be furnished to Tenant by or on behalf of Landlord pursuant hereto contains any untrue statement of a material fact, or omits or will omit to state any material facts which are necessary in order to make the statements contained therein, in light of the circumstances under which they are made, not misleading in any material respect.

(d) The exhibits and schedules furnished by Landlord in connection with this Lease do not contain any untrue statement of a material fact nor do they omit to state any material fact necessary to make the statements contained herein and therein not materially misleading.

(e) Intentionally omitted.

(f) Notwithstanding any provision of this Lease to the contrary, this Lease (and Tenant's interest in the Leased Premises and Personal Property) shall be subject and subordinate to the interest of any Lender providing Landlord mortgage loan financing, provided that the Lender providing such financing, Landlord and Tenant shall execute and deliver the non-disturbance agreement contemplated in Section 7.9(d) above. Tenant shall execute and deliver such documents as may be reasonably required in order to evidence such subordination; provided that such documents shall not affect any of the provisions of this Lease relating to the amount of Rent, the purposes for which the Leased Premises may be used, the size or location of the Leased Premises, the duration or Commencement Date of the Term, materially increase the obligations, or materially decrease the rights, of Tenant hereunder, nor modify any representations, covenants or warranties made by Landlord hereunder.

ARTICLE XX
COMPLIANCE WITH LOAN DOCUMENTS AND HUD REQUIREMENTS

20.1 Compliance with Loan Documents. Tenant shall comply with all obligations (other than payment of principal or interest) imposed upon any tenant or occupant of the Facility as may be set forth in any loan documents to which the Facility may be subject during the Term of the Lease, provided that all such provisions are detailed on **Schedule 20.1** attached hereto and made a part hereof, including the maintenance of such operating and financial ratios, minimum occupancy and other covenants as may be required thereunder, but excluding any covenant, representation, warranty, agreement or other obligation relating solely and specifically to Landlord or its affiliates under the Loan Documents, such as a representation, warranty or covenant regarding Landlord's net worth or liquidity or a requirement that Landlord deliver its financial statements and not make or permit transfers. Landlord shall not agree to any modification to the provisions detailed on **Schedule 20.1** without obtaining Tenant's prior, written approval, which shall not be unreasonably withheld, conditioned or delayed.

20.2 New Financing. In the event Landlord applies for financing secured by the Leased Premises (including, without limitation, a HUD Loan), Tenant agrees to to: (i) cooperate fully and allow the granting to a lender (an "**FHA Mortgagee**") providing a loan insured by HUD of a security interest in Tenant's accounts and other assets, with respect to the Facility, provided that such security interest shall be subordinate to lien on Tenant's accounts receivable which secure any Working Capital Loan, (ii) execute loan and bank documents (collectively, the "**HUD AR Loan Documents**") including an Intercreditor Agreement and Rider to Intercreditor Agreement in the forms mandated by HUD, and (iii) setup and maintain lockboxes to effectuate reimbursement and deposit receipts. Lessees shall also, at Landlord's expense pursuant to Section 20.5 below, comply with all other requirements relating to Landlord's FHA Mortgagee loans, and to provide any and all information to the FHA Mortgagee as requested and as required. Further, Tenant agrees to timely provide such information and documentation concerning the operations of the Leased Premises and information concerning Tenant as such lender may require, and Tenant shall make such warranties and representations to Landlord and/or such lender as are typically required in connection with the financing of long-term care or senior living facilities. Notwithstanding anything to the contrary in the foregoing, Tenant shall have no obligation to comply with provisions of any such new financing which would increase the obligations or decrease the rights of Tenant hereunder.

20.3 Tenant acknowledges that Landlord intends to refinance the Facility loan(s) with a new mortgage loan(s) to be insured by HUD under the provisions of Section 232 of the National Housing Act, and the Regulations thereunder. To the extent Landlord refinances the Facility loan(s), Landlord and Tenant will be entering into a HUD Regulatory Agreement (the "**HUD Regulatory Agreement**") with the Federal Housing Commissioner (the "**Commissioner**") in connection with the new mortgage loan(s). This Lease is intended to comply with the requirements of the National Housing Act and Section 232 thereunder and all regulations promulgated pursuant thereto. In the event of any conflict between the terms of this Lease and the terms of the HUD Regulatory Agreement between Tenant and

Commissioner, the terms of the HUD Regulatory Agreement shall control. This Lease and Tenant's obligations shall be subject to the requirements of HUD including, without limitation, the HUD Regulatory Agreement and such limitations as may be imposed by the Commissioner including, without limitation, with respect to assignments and subleases, and the furnishing of such financial reports and operating statements and compliance with applicable laws and execution of such agreements and documents as may be required by HUD and the Commissioner.

20.4 To the extent that any provision of this Lease shall be in conflict with the provisions of any Loan Documents, the HUD Regulatory Agreements or any applicable section of Section 232 of the National Housing Act and/or the May 5, 2002 Multifamily Accelerated Processing (MAP) Guide provisions applicable to Section 232, or the HUD Master Lease Addendum, the provisions of the Facility Mortgage, the HUD Regulatory Agreements, such sections of Section 232 of the National Housing Act and/or the May 5, 2002 Multifamily Accelerated Processing (MAP) Guide provisions applicable to Section 232, as the case may be, and the HUD Master Lease Addendum shall be controlling; provided, however, that copies of all such other agreements and documents have been provided to Tenant. While a HUD insured mortgage loan is outstanding, in addition to observing the terms and conditions contained in this Article, Tenant shall observe the other terms and conditions of such other agreements to the extent they are (x) consistent with the terms described in this Article or (y) more stringent than the terms and conditions under this Article. In the event of any conflict between the terms and conditions of this Article and any other terms and conditions of this Lease, the terms and conditions of this Article shall control.

20.5 HUD Addendum to Operating Lease; HUD Compliance:. Tenant expressly agrees to incorporate such addendums or modifications to this Lease as may be required by Landlord's Lender, HUD or any other governmental agency or authority in connection with any financing of the Facility through HUD, and also to maintain and operate the Facility in accordance with any requirements of HUD or other governmental agency and authority that would apply in connection with a mortgage financing of the Facility through HUD, provided, however that in the event HUD or any other governmental agency and authority imposes more stringent requirements, Landlord shall reimburse Tenant for any actual cost associated with such requirements. Further, all costs associated with any financing through HUD shall be borne by Landlord, and Tenant shall be reimbursed for any actual costs and expenses associated with its compliance with the HUD financing process.

20.6 Tenant's Right to Financing. Notwithstanding anything to the contrary contained herein, it is understood, agreed and acknowledged that Tenant shall have the right to obtain a Working Capital Loan and to otherwise finance, refinance and guaranty such financing or refinancing, from time to time, related to the Leased Premises and Personal Property, and grant a security interest thereon, to assign or pledge any or all of its interest in this Lease and to assign or pledge any or all of Tenant's to a third party, subject only to the intercreditor restriction contained in Section 7.5.

ARTICLE XXI
MISCELLANEOUS

21.1 Governing Law. This Lease has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of New Jersey. All duties and obligations of the Parties to this Lease created hereunder are performable in the State of New Jersey, which shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding between the Parties that may be brought, arise out of or in connection with or by reason of this Lease.

21.2 Intentionally Omitted.

21.3 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Lease shall not operate as, or be construed to be a waiver of, any subsequent breach of the same or other provision hereof. No waiver shall be effective unless set forth in writing and signed by the party against whom such waiver is asserted.

21.4 Legal Fees. In the event either party resorts to legal action to enforce the terms and provisions of this Lease, the prevailing party shall be entitled to recover the costs of such action incurred, including, without limitation, reasonable attorneys' fees.

21.5 Gender and Number. Whenever the context hereof requires, the gender of all words shall include the masculine, feminine, and neuter, and the number of all shall include the singular and plural.

21.6 Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Lease or other interruption of service or employment deemed resulting, directly or indirectly, from acts of G-d, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either Parties' employees, or any similar or dissimilar cause beyond the reasonable control of either party.

21.7 Severability. In the event any provision of this Lease is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Lease, which shall remain in full force and effect and enforceable in accordance with its terms.

21.8 Entire Agreement; Amendments. This instrument contains the entire agreement between the Parties hereto with respect to the subject matter hereof. All representations, promises and prior or contemporaneous undertakings between such Parties are merged into and expressed in this instrument, and any and all prior agreements between such Parties are hereby canceled. The agreements contained in this instrument shall not be amended, modified, or supplemented except by a written agreement duly executed by both Landlord and Tenant.

21.9 Counterpart Execution; Facsimile Execution. This Lease may be executed in any number of counterparts with the same effect as if the Parties hereto had signed the same

document. All counterparts will be construed together and shall constitute one lease. Signatures transmitted by email shall have the same effect as original signatures.

21.10 Survival of Representations and Warranties. Except as specifically provided otherwise in this Lease, all representations and warranties of Tenant and Landlord shall survive the Term of this Lease for a period of twelve (12) months.

21.11 Use of Brokers. Landlord and Tenant each represent and warrant to the other that no broker, finder or other person has been involved in regard to this Lease.

21.12 No Partnership. By virtue of entering into this Lease or the calculation or receipt of any Rent hereunder, Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of Tenant's business or otherwise, or joint venturer, or a member of a joint enterprise with Tenant. By virtue of entering into this Lease or the calculation or payment of any Rent hereunder, Tenant does not, in any way or for any purpose, become a partner of Landlord in the conduct of Landlord's business or otherwise, or joint venturer, or a member of a joint enterprise with Landlord.

21.13 Estoppel Certificates. Tenant shall, without charge, at any time and from time to time, within fifteen (15) days after written request by Landlord deliver a written instrument to Landlord or any other person specified by Landlord, duly executed and acknowledged, certifying the following and such other matters as may be reasonably required by Landlord, including without limitation the below listed items. Landlord may not request an Estoppel Certificate under this Section 21.13 more than once per year, except for a request in connection with a refinancing related to the Leased Premises and Personal Property.

(a) That Tenant has accepted and is in possession of the Leased Premises;

(b) That this Lease is unmodified and in full force and effect or, if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification;

(c) Whether or not there are then existing any setoffs or defenses in favor of Tenant against the enforcement of any of the terms, covenants, and conditions of this Lease by Landlord and, if so, specifying the same, and also whether or not Landlord has observed and performed all of the terms, covenants, and conditions on the part of Landlord to be observed and performed and, if not, specifying same;

(d) That no Lease Defaults exist or are continuing, or, if any Lease Default then exists, identifying such Lease Default and detailing Tenant's attempts to cure such Lease Default; and

(e) The dates to which Rent and all other charges hereunder have been paid.

21.14 Confidentiality. Tenant and Landlord agree to keep all aspects of (but not the existence of) this Lease confidential, and shall not disclose to any person other than the members, managers, owners, directors, officers, employees, agents, advisors, affiliates, brokers,

lenders, attorneys or accountants (collectively the “**Representatives**”) of the Parties hereto on a need-to-know basis, or to any governmental entity pursuant to regulatory authority, any confidential or proprietary information, knowledge or data concerning the business, affairs, operations, secrets, dealings or finances of the other party furnished directly or indirectly by such other party (collectively referred to as the “**Confidential Information**”). As used in this Lease, the term “**Confidential Information**” does not include any information which: (a) at the time of disclosure is generally available to and known by the public (other than as a result of a disclosure directly or indirectly by either party or their Representatives); (b) was available to either party on a non-confidential basis from a source other than a party to this Lease or its Representatives, provided that such source is not and was not bound by a confidentiality agreement with the party hereto; (c) has been independently acquired or developed by either party or their Representatives without violating any of the obligations hereunder; (d) is required by law to be disclosed; or (e) relates to the tax structure, tax strategy or tax planning of this transaction.

(a) In the event that Tenant, Landlord, or any of the Representatives receives notice of a legal request for disclosure of any of the Confidential Information (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process), the party receiving such notice (“**Receiving Party**”) shall promptly notify the other Party (“**Notified Party**”) so that the Notified Party may seek a protective order or other appropriate remedy, which they shall seek within 30 days, if it chooses to do so. Failure by the Notified Party to take action to seek a protective order or other remedy and to notify the Receiving Party of such action prior to the required disclosure date, shall be deemed a waiver of the provisions of this section. In the event that a protective order or other remedy is not obtained or that the Notified Party waives compliance with the provisions hereof, the Receiving Party shall exercise its best efforts to obtain a confidentiality agreement or protective order concerning the Confidential Information, and in the absence thereof, shall disclose only that portion of the Confidential Information which it is advised by written opinion of counsel is legally required to be disclosed, or which is compelled by court order.

(b) In the event of any breach or threatened breach hereof, the affected Party shall be entitled to equitable relief, including a temporary preliminary and permanent injunction and specific performance, in addition to all other remedies available to them at law or in equity.

21.15 Holdover. If, at the expiration of the Term, Tenant continues to occupy the Leased Premises, with Landlord’s written consent, such holding over shall not constitute a renewal of this Lease, but Tenant shall be a Tenant from month-to-month at two (2) times the most recent Rent payable by Tenant hereunder, at Landlord’s sufferance, and under the same terms and conditions as were in force and effect at the expiration of the Term (except only as to the Term), and except that in the event Tenant shall continue to occupy the Leased Premises after the expiration of the Term, without a duly executed extension agreement in writing having been entered into by and between Landlord and Tenant, then if Landlord shall suffer any damage, loss, cost or expense as a result of such holdover, then Tenant, in addition to such increased Rent, shall pay the amount thereof to Landlord immediately on demand.

21.16 Tenant's Waiver of Claim for Physical Injury. Landlord and the Landlord's Indemnitees shall not be liable for, and Tenant waives and indemnifies Landlord and Landlord's Indemnitees against all claims for, damage or injury to person or property sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence in, about, or upon the Leased Premises. Such waiver shall include but not be limited to claims for damage resulting from: (i) any equipment or appurtenances becoming out of repair or any other capital improvement, replacement, repair or maintenance; (ii) injury done or occasioned by wind; (iii) any defect in or failure of plumbing, heating, or air conditioning equipment, electric wiring, gas, water and steam pipes, stairs, rail or walks; (iv) broken glass; (v) the backing up of any sewer pipe or washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about the Leased Premises; (vi) the escape of steam or hot water; (vii) water, snow or ice being upon or coming through the roof, skylight, trap door, stairs, walks or any other place upon or near the Leased Premises; (viii) the falling of any fixture, plaster, drywall or stucco; and (ix) any act, omission or negligence of trespassers.

21.17 Priority. This Lease is subject and subordinate to all mortgages which may now or hereafter affect this Lease or the Real Property and to all renewals, modifications, consolidations, replacements and extensions of any such ground or underlying leases and mortgages, subject to the restrictions contained in Section 19.2(f). This clause shall be self-operative and no further instrument shall be required by any ground or underlying landlord or by any lender, affecting this Lease or the Real Property.

21.18 Reserved.

21.19 Default by Landlord. Landlord shall in no event be charged with default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days (or, so long as Landlord shall have commenced such cure during said thirty (30) day period and is diligently pursuing the same, such additional time as is reasonably required to correct any such default, not to exceed ninety (90) days in the aggregate) after written notice to Landlord by Tenant specifying wherein Landlord has failed to perform any such obligations.

21.20 Liens. Tenant shall not do or suffer anything to be done whereby the Leased Premises, or any portion thereof, or any interest therein, may be encumbered by any liens of mechanics, laborers, or materialmen, chattel mortgages or any other liens. Tenant shall, whenever and as often as any such liens are filed against the Leased Premises, or any portion thereof, purporting to be for labor or material furnished or to be furnished to Tenant, discharge the same of record within forty-five (45) days after the date of filing by payment, bonding or otherwise, as provided by law. In the event of the default of Tenant in procuring the discharge, as aforesaid, of any such lien, Landlord may, with ten (10) days prior notice, procure such discharge and the expenses incurred by Landlord in obtaining such discharge shall be paid by Tenant as Additional Rent within ten (10) days after notice from Landlord of the amount thereof.

21.21 Dispute Resolution. With respect to disputes, problems or claims arising out of or in connection with this Lease ("**Disputes**"), the Parties shall, in good faith, use their

reasonable best efforts to resolve the Dispute. If within ten (10) days of the arising of the Dispute, the Parties are unable to resolve the Dispute in good faith, both Parties shall make good faith efforts to agree upon and engage a third-party mediator. If after thirty (30) days from the good faith effort to agree upon and engage a third party mediator, the Parties shall then be permitted to exercise such rights and remedies and file such claims in state or federal court, including the Courts of the State of New York or the State of New Jersey, including, without limitation, any Federal District Court located therein and all Parties hereto consent to such venue and jurisdiction for any dispute arising under this Lease and waive any defense based on an inconvenient forum.

21.22 Construction and Interpretation. The Parties have each negotiated the terms and conditions hereof and reviewed this Lease carefully. It is the intent of the Parties that each word, phrase, sentence and other part hereof shall be given its plain meaning, and that rules of interpretation or construction of contracts that would construe any ambiguity of any part hereof against the draftsman, by virtue of being the draftsman, shall not apply.

21.23 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than shall be due hereunder, shall be deemed to be other than a payment on account nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be given any effect or be deemed an accord and satisfaction, and Landlord may accept such checks without prejudice to any other rights or remedies which the Landlord may have.

21.24 Captions and Headings. The captions and headings set forth in this Lease and in each of the other Lease Documents are included for convenience and reference only, and the words obtained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of, or the scope or intent of, this Lease, any of the other Lease Documents or any parts hereof or thereof.

21.25 Time is of the Essence. Time is of the essence of each and every term, condition, covenant and warranty set forth herein.

21.26 Successors and Assigns. This Lease and the other Lease Documents shall (A) be binding upon Tenant and Tenant's legal representatives and permitted successors and assigns, and (B) inure to the benefit of Landlord and any other person or entity who may now or hereafter hold the interest of Landlord under this Lease and their respective successors and assigns.

21.27 No Third Party Beneficiaries. This Lease is solely for the benefit of Landlord, its successors and assigns, and Tenant, and nothing contained herein shall confer upon any person other than Tenant, or Landlord or their respective successors and assigns, any right to insist upon or to enforce the performance or observance of any of the obligations contained herein, except only as may be otherwise specifically provided for in this Lease. All conditions to the obligations of Landlord to advance or make available proceeds of insurance or condemnation, are imposed solely and exclusively for the benefit of Landlord, its successors and assigns. No other person or entity shall have standing to require satisfaction of such conditions in accordance with their terms, and no other person or entity shall, under any

circumstances, be a beneficiary of such conditions, any or all of which may be freely waived in whole or in part by Landlord at any time, if in Landlord's sole and absolute discretion, Landlord deems it advisable or desirable to do so.

21.28 Solar Panels. Tenant acknowledges the existence and utilization of solar panels located at the Facility and hereby agrees to provide Landlord and its representatives, including without limitation repair and maintenance personnel engaged by Landlord, with unfettered access to the Facility for the repair and maintenance of the solar panels. Tenant agrees to be bound by and to comply with the terms of that certain License Agreement attached hereto as Exhibit 21.28.1, dated September 22, 2022, by and among Landlord, Prior Operator and Maximus Joules LLC, a New Jersey limited liability ("**Licensee**"). Further, as of the Commencement Date, Tenant agrees to assume the obligations of Prior Operator under that certain Solar Power and Services Agreement attached hereto as Exhibit 21.28.2, by and between Prior Operator, as Host Customer, and Licensee, as Provider, dated September 15, 2022, by entering a mutually agreeable Assignment and Assumption of Solar Power and Services Agreement.

ARTICLE XXII REMEDIES CUMULATIVE

22.1 Cumulative Remedies. The rights and remedies set forth under this Lease are in addition to all other rights and remedies afforded to Landlord under any of the other documents contemplated under this Lease ("**Lease Documents**") or at law or in equity, all of which are hereby reserved by Landlord, and this Lease is made and accepted without prejudice to any such rights and remedies. All of the rights and remedies of Landlord under each of the Lease Documents shall be separate and cumulative and may be exercised concurrently or successively in Landlord's sole and absolute discretion.

ARTICLE XXIII LIMITATION OF LIABILITY

23.1 Liability. No member, manager, officer, shareholder, employee or agent of any party or its respective affiliates shall be held to any personal liability, jointly, or severally, for any obligation of, or claim against such party under this Lease. All persons dealing with any party, in any way, shall look only to the assets of such party for the payment of any sum or the performance of any obligations.

23.2 Consequential Damages. Under no circumstances shall Landlord be liable to Tenant for any consequential damages.

23.3 Liability Limited to Interest in Premises. Each Party shall look solely to the Other Party's interest in the Leased Premises to satisfy any liability arising under this Lease.

23.4 REIT Provisions. From and after a REIT Event Notification Date:

(a) Tenant shall take all commercially reasonable actions requested by Landlord that in Landlord's reasonable judgment will be recommended for compliance with the

requirements for maintaining REIT status; provided, however, Landlord shall reimburse Tenant for all reasonable expenses incurred by Tenant in complying with this provision.

(b) Tenant shall not, and shall cause its Affiliates not to acquire any equity interest in Landlord or any of Landlord's affiliates if such acquisition would result in Tenant and/or any of Tenant's affiliates owning, directly or indirectly, a ten percent (10%) or greater interest in Landlord or any of Landlord's affiliates within the meaning of Section 856(d)(2)(B) of the Internal Revenue Code.

For purposes of this Section 23.5:

“**REIT**” shall mean a real estate investment trust under Sections 856 through 860 of the Code.

“**REIT Event**” shall mean any event by which Landlord (a) becomes a REIT, (b) becomes wholly or partially owned, directly or indirectly, by a REIT, or (c) sells or conveys all or part of the Premises to a REIT.

“**REIT Event Notification Date**” shall mean a date on which Landlord notifies Tenant of the occurrence or anticipated occurrence of a REIT Event.

ARTICLE XXIV

ANTI-TERRORISM AND ANTI-MONEY LAUNDERING COMPLIANCE

24.1 Compliance with Anti-Terrorism Laws. Each party represents and warrants to the other party that it is not, and, after making due inquiry, that no person who owns a controlling interest in or otherwise controls such party is, (i) listed on the Specially Designated Nationals and Blocked persons List (the “**SDN List**”) maintained by the Office of Foreign Assets Control (“**OFAC**”) Department of the Treasury, and/or on any other similar list (“**Other Lists**”) and, collectively with the SDN List, the “**Lists**”) maintained by the OFAC pursuant to any authorizing statute, Executive Order or regulation (collectively, “**OFAC Laws and Regulations**”); or (ii) a person (a “**Designated Person**”) either (A) included within the term “designated national” as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, or (B) designated under Sections 1(a), 1(b), 1(c) or 1(d) of Executive Order No. 13224, 66 Fed. Reg. 49079 (published September 25, 2001) or similarly designated under any related enabling legislation or any other similar Executive Orders (collectively, the “**Executive Orders**”). The OFAC Laws and Regulations and the Executive Orders are collectively referred to in this Lease as the “**Anti-Terrorism Laws**”. Each party represents and warrants that it requires, and has taken reasonable measures to ensure compliance with the requirement, that no person who owns any other direct interest in such party is or shall be listed on any of the Lists or is or shall be a Designated Person. This Section 24.1 shall not apply to any person to the extent that such person's interest in the Tenant is through a U.S. Publicly-Traded Entity. As used in this Lease, “**U.S. Publicly-Traded Entity**” means a person (other than an individual) whose securities are listed on a national securities exchange, or quoted on an automated quotation system, in the United States, or a wholly-owned subsidiary of such a person.

24.2 Funds Invested. Each party represents and warrants that it has taken reasonable measures appropriate to the circumstances (and in any event as required by law), with respect to each holder of a direct or indirect interest in such party, to assure that funds invested by such holders in such party are derived from legal sources (“**Anti-Money Laundering Measures**”). The Anti-Money Laundering Measures have been undertaken in accordance with the Bank Secrecy Act, 31 U.S.C. §§ 5311 *et seq.* (“**BSA**”), and all Applicable Laws, regulations and government guidance on BSA compliance and on the prevention and detection of money laundering violations under 18 U.S.C. §§ 1956 and 1957 (collectively with the BSA, “**Anti-Money Laundering Laws**”).

24.3 No Violation of Anti-Money Laundering Laws. Each party represents and warrants to the other party, to its actual knowledge after making due inquiry, that neither such party nor any holder of a direct or indirect interest in such party (i) is under investigation by any governmental authority for, or has been charged with, or convicted of, money laundering under 18 U.S.C. §§ 1956 and 1957, drug trafficking, terrorist-related activities or other money laundering predicate crimes, or any violation of the BSA, (ii) has been assessed civil penalties under any Anti-Money Laundering Laws, or (iii) has had any of its funds seized or forfeited in an action under any Anti-Money Laundering Laws.

24.4 Compliance with Anti-Money Laundering Laws. Each party represents and warrants to the other party that it has taken reasonable measures appropriate to the circumstances (in any event as required by law), to ensure that Tenant is in compliance with all current and future Anti-Money Laundering Laws and laws, regulations and government guidance for the prevention of terrorism, terrorist financing and drug trafficking.

ARTICLE XXV
OPTION TO PURCHASE

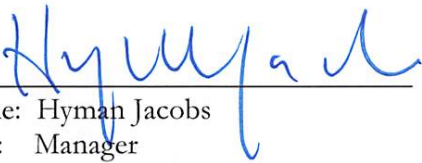
25.1 On the Execution Date, Landlord and Tenant (and/or its permitted affiliate) shall enter into a purchase option agreement, the form of which is attached hereto as **Exhibit 25.1** (the “**Purchase Option Agreement**”).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed or caused the execution of this Lease by their respective officers duly authorized as of the day and year first above written.

LANDLORD:

GREENBROOK MANOR REALTY, LLC,
a New Jersey limited liability company

By: 
Name: Hyman Jacobs
Title: Manager

TENANT

GREENBROOK HEALTHCARE LLC

a New Jersey limited liability company

By: _____

Name: Sidney Greenberger

Its: Manager

[Tenant Signature Page]

SCHEDULE 3.2 (A)

Landlord's Wire Information

Financial Institution: KeyBank

Routing Number: 041001039

Recipient Account Number: 359681248621

Recipient Account Name: Buckingham-Canterbury Parent

Recipient Address: 100 McClellan Street, Norwood, NJ 07648

SCHEDULE 5.4

Permitted Liens

SCHEDULE 10.1

Licensed and Certified Beds

- One hundred eighty (180) licensed beds.
- One hundred eighty (180) certified beds.

SCHEDULE 20.1

Loan Obligations

To be provided.

EXHIBIT A

Legal Description

EXHIBIT 5.4

Form Of Exit Operations Transfer Agreement

[Parties to use the same form as entered into between the current facility operator and Tenant]

EXHIBIT 7.3 (K)

Form Of Financial Compliance Certificate

[To be attached.]

EXHIBIT 7.10

Guaranty

See attached.

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT (the “Guaranty Agreement”) is made as of the 31st day of January, 2024, by AristaCare, LLC, a New Jersey limited liability company (“Guarantor”), in favor of Greenbrook Manor Realty, LLC, a New Jersey limited liability company (“Landlord”).

WHEREAS, concurrently herewith, Landlord and Greenbrook Healthcare LLC, a New Jersey limited liability company (the “Tenant”) are entering into that certain Facility Lease Agreement (the “Lease”) of the Leased Premises (as defined therein) pursuant to the terms, conditions and covenants set forth therein;

WHEREAS, Guarantor is an affiliate of the Tenant and will, directly and indirectly, derive economic and other benefit from the transactions contemplated by the Lease; and

WHEREAS, in order to induce Landlord to enter into the Lease, the Guarantor has agreed to execute and deliver this Guaranty Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Guarantor hereby agrees as follows:

1. Guaranty. To secure Tenant’s payment and performance of its obligations under the Lease, including without limitation the Termination Damages, Guarantor hereby irrevocably, absolutely and unconditionally guarantees to Landlord, its successors and assigns, the prompt payment and performance by Guarantor of all obligations of Tenant under, plus all expenses, including, without limitation, court costs and reasonable attorney’s fees, which may be incurred by Landlord in the enforcement of its rights and remedies with respect to, and the collection of, the amounts due and owing under this Guaranty Agreement, the Exit Operations Transfer Agreement, the Interim Management Agreement and the interim Consulting Agreement (each as defined in the Lease) and the Lease (collectively the “Guaranteed Obligations”).
2. Continuing Guaranty. This Guaranty Agreement is a continuing guaranty. The liability of Guarantor shall continue until the full payment and performance is made of all obligations of Tenant under the Lease.
3. Extension or Renewal of Lease. Landlord and Tenant may, without prior notice to and without the consent of Guarantor, and without impairing or in any way affecting the liability of Guarantor to Landlord: (a) extend, in whole or in part, by renewal or otherwise, and on one or any number of occasions, the term of the Lease or any of the other terms or provisions therein, including the rent payable thereunder; (b) release, surrender, exchange, modify, impair or extend the period of duration or the time for performance of, any of Tenant’s obligations under the Lease; (c) settle or compromise any claim of Landlord in respect of any of Tenant’s obligations under the Lease; (d) exchange or surrender all or any part of any property or interest in property held by Landlord by way of pledge, mortgage or otherwise, as security for any of Tenant’s obligations under the Lease; and (e) exercise or refrain from exercising any rights against Tenant or others (including any other Guarantor) or otherwise act or refrain from acting.

4. Waiver of Notice. Guarantor waives: (a) notice of acceptance of this Guaranty Agreement by Landlord; (b) notice of dishonor, presentment, demand for payment and protest of the Lease; and (c) notice of the failure of Tenant or its successors and assigns to pay any amounts due under the Lease or perform any other obligations provided for therein.

5. Subordination of Tenant's Obligations to Guarantor. Any indebtedness of Tenant to Guarantor now or hereafter existing (including, but not limited to, any rights to subrogation Guarantor may have as a result of any payment by Guarantor under this Guaranty Agreement), together with any interest thereon, shall be, and such indebtedness is hereby, subordinated to the prior payment in full of the Guaranteed Obligations. Until the Lease has been terminated or expired in accordance with its terms and all Guaranteed Obligations are paid in full, Guarantor agrees not to accept any payment or satisfaction of any kind of any indebtedness of Tenant to Guarantor and hereby assigns such indebtedness to Landlord, including the right to file a proof of claim and to vote thereon in connection with any bankruptcy, insolvency or reorganization, and the right to vote on any plan of arrangement or organization; provided, however, that in the absence of an uncured event of default under the Lease, the foregoing shall not apply to standard consulting fees owed by Tenant to Guarantor.

6. Absolute and Unconditional Obligations. The Guaranteed Obligations shall be in each instance absolute and unconditional, and independent of the obligations of Tenant or any other obligor or guarantor of the Lease. This Guaranty Agreement is a guaranty of payment and performance and not of collection and Guarantor waives any right to require that any action, case or proceeding be brought against any other person or entity or to require that resort be had to any security.

7. Events Not Affecting Guaranty. Neither the declaration of a default, nor the exercise of any remedies, nor any sale, enforcement or realization of any security for any of Tenant's obligations under the Lease shall in any way affect Guarantor's obligations hereunder, even though any rights which Guarantor may have may be extinguished, diminished or otherwise affected by such action.

8. No Assignment of Obligations. Guarantor's obligations hereunder shall not be assigned nor delegated.

9. Severability. If any term or provision of this Guaranty Agreement shall be determined to be illegal or unenforceable, all other terms and provisions hereunder shall nevertheless remain effective and shall be enforced to the fullest extent permitted by law.

10. Reinstatement of Guaranty. This Guaranty Agreement shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of the any amount due under the Lease is rescinded or must otherwise be restored or returned by Landlord upon any insolvency or bankruptcy or otherwise, all as though such payment had not been made. If at any time any payment, or portion thereof, made by, or for the account of, Guarantor on account of the obligations under this Guaranty Agreement, is set aside by any court or trustee having jurisdiction as a voidable preference, fraudulent conveyance or otherwise as being subject to avoidance or recovery under the provisions of Bankruptcy Code or under any other applicable Federal or state bankruptcy, insolvency or similar law, Guarantor hereby agrees that this Guaranty Agreement (a)

shall continue and remain in full force and effect, or (b) if previously terminated as a result of Guarantor having fulfilled Guarantor's obligations hereunder in full or as a result of Landlord having released Guarantor from Guarantor's obligations and liabilities hereunder, shall without further act or instrument be reinstated and shall thereafter remain in full force and effect, in either case with the same force and effect as though such payment or portion thereof had not been made, and if applicable, as if such previous termination had not occurred.

11. Subrogation. Notwithstanding any amounts collected by Landlord from Guarantor and any collateral pursuant to the provisions of this Guaranty Agreement, Guarantor shall not seek to enforce or collect upon any rights which Guarantor now has or may acquire against Tenant either by way of subrogation, indemnity, reimbursement or contribution for any amount paid under this Guaranty Agreement, nor shall Guarantor file, assert or receive payment on any claim, whether now existing or hereafter arising, against Tenant subsequent to the commencement of a case by or against Tenant under the Bankruptcy Code or under any other applicable Federal or state bankruptcy, insolvency or similar law, in each case unless and until all amounts due under the Lease have been paid in full and provided that no such action by Guarantor could, in the reasonable opinion of Landlord and its counsel, result in the "preference" period (as set forth in Section 547(b)(4) of the Bankruptcy Code or any successor provision) with respect to any payment or other transfer of assets to Landlord from or on behalf of any party being held to be longer than such period would have been held to be if Guarantor had not taken such action. In the event an action, case or proceeding is filed or commenced under the Bankruptcy Code or under any other applicable Federal or state bankruptcy, insolvency or similar law or an action, case or proceeding is otherwise commenced, this Guaranty Agreement shall at all times thereafter remain effective in regard to any payments or other transfers of assets to Landlord which are held voidable on the grounds of preference, fraudulent conveyance or otherwise, whether or not all amounts due under the Lease have been paid in full.

12. Representations and Warranties. As a material inducement to Landlord, Guarantor hereby represents and warrants to Landlord as follows:

Guarantor has full power and authority to execute, deliver and perform any action which may be necessary or advisable to carry out the terms of this Guaranty Agreement.

The execution and delivery of this Guaranty has been duly authorized, executed and delivered by Guarantor.

The execution, delivery and performance of this Guaranty Agreement will not (a) violate any provision of any existing law, statute, rule, regulation or ordinance, (b) conflict with, result in a breach of or constitute a default under (i) any order, judgment, award or decree of any court, governmental authority, bureau or agency, or (ii) any mortgage, lease, material contract or other material agreement or undertaking to which Guarantor is a party or by which Guarantor or any of its properties or assets may be bound, or (c) result in the creation or imposition of any lien upon or with respect to any property or asset now or hereafter acquired by Guarantor.

No consent, license, permit, approval or authorization of, exemption by, notice to, report to, or registration, filing or declaration with any person is required in connection with the execution, delivery, performance or validity of this Guaranty or the transactions contemplated thereby.

There are no outstanding judgments, actions, proceedings, claims or investigations pending or, to the best knowledge of Guarantor, threatened before any court or governmental body or arbitrator which may materially adversely affect the financial condition of Guarantor;

This Guaranty Agreement, when executed and delivered, will constitute the valid and legal binding obligations of Guarantor, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally;

Guarantor will derive substantial benefit from the Lease.

13. Covenants. As a material inducement to Landlord, Guarantor covenants and agrees with Landlord that Guarantor will not sell, assign or otherwise dispose of its interest in any material asset other than for fair market value and consideration.

14. Entire Agreement. The whole of this Guaranty Agreement is herein set forth, and there is no verbal or other written agreement, and no understanding or custom affecting the terms thereof. This Guaranty Agreement can be modified only by a written instrument signed by Guarantor and Landlord.

15. Successors and Assigns. This Guaranty Agreement is binding upon Guarantor and its representatives, heirs, successors and assigns and shall inure to the benefit of Landlord, its successors and assigns. Landlord shall have the right to assign and transfer this Guaranty Agreement, and any security deposited hereunder, in whole or part, to any assignee of the Lease. Landlord's successors and assigns shall have all of the rights, privileges and powers granted hereunder to Landlord, and shall have the right to rely upon this Guaranty Agreement.

16. Notices: Any notice, request, demand, statement, authorization, approval or consent made hereunder shall be in writing and shall be sent by Federal Express or other reputable national courier service or by postage prepaid registered or certified mail, return receipt requested addressed to each party at its address indicated on the signature page of this Agreement. Notices shall be deemed given: (i) when received at the foregoing addresses if sent by Federal Express or other reputable national courier service; and (ii) three business days after being postmarked and addressed as aforesaid if sent by registered or certified mail return receipt requested.

Each party may designate a change of address by notice to the other party, given at least 15 days before such change of address is to become effective.

17. Gender. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

18. No Waivers. No delay on the part of Landlord in exercising any right or remedy under this Guaranty Agreement or failure to exercise the same shall operate as a waiver in whole or in part of any such right or remedy. No notice to or demand upon Guarantor shall be deemed to be a waiver of the obligation of Guarantor or of the right of Landlord to take further action without notice or demand as provided in this Guaranty Agreement. No waiver of any term, covenant or

provision of this Guaranty Agreement shall be effective unless given in writing by Landlord and if so given by Landlord shall only be effective in the specific instance in which given.

19. Waiver of Jury Trial. EACH OF GUARANTOR AND LANDLORD (BY ITS ACCEPTANCE HEREOF) HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, CASE, PROCEEDING, SUIT OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO THIS GUARANTY AGREEMENT.

20. Governing Law: This Guaranty Agreement has been executed and delivered in the State of New Jersey and is to be construed and enforced according to and governed by the laws of the State of New Jersey without regard to principles of conflicts of law.

21. Personal Jurisdiction: The Guarantor hereby irrevocably submits to the jurisdiction of any New Jersey State or Federal Court or in any action or proceeding arising out of or relating to this Guaranty Agreement or any other document delivered in connection herewith or therewith and the Guarantor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New Jersey state court, or to the extent permitted by law, in such Federal court. The Guarantor hereby irrevocably waives, to the fullest extent he may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. To the extent permitted by law, the Guarantor also irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies (certified mail, return receipt requested and postage prepaid) of such process to him at his address specified above. The Guarantor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

22. Counterparts: This Guaranty Agreement may be executed in one or more counterparts by some or all of the parties hereto, each of which counterparts shall be an original and all of which together shall constitute a single agreement of Guaranty.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Guaranty Agreement as of the date first hereinabove written.

ARISTACARE LLC,
a New Jersey limited liability company

By: [Signature]
Name: Sidney Greenberger
Title: Authorized Signatory

EIN #: 20-1325289
245 Birchwood Avenue, Cranford, New Jersey 07016

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

BE IT REMEMBERED that on this 31 day of Jan, 2024, before me, the subscriber, personally appeared Sidney Greenberger, in his capacity as Authorized Signatory of the Guarantor, who, I am satisfied, is the individual mentioned in the within instrument and thereupon he acknowledged that he signed, sealed and delivered the same as his voluntary act on behalf of the Guarantor and deed for the uses and purposes therein expressed.

[Signature]
Notary Public



EXHIBIT 7.11

Operating Agreement Amendment

See attached.

AMENDMENT TO OPERATING AGREEMENT

This Amendment (this “**Amendment**”) is made and entered into as of this ____ day of _____, 20____ by the undersigned managers (the “**Existing Managers**”) of Greenbrook Healthcare LLC, a New Jersey limited liability company (the “**Company**”):

WHEREAS, the Existing Managers are the sole managers of the Company and have the right to amend the Operating Agreement of the Company;

WHEREAS, the Company is the “Tenant” under that certain Facility Lease Agreement, dated February 1, 2024 (the “**Lease Agreement**”) by and between Greenbrook Manor Realty, LLC a New Jersey liability company (the “**Landlord**”), and the Company;

WHEREAS, as security for the Company’s obligations pursuant to Section 7.12 under the Lease, the Managers have agreed as follows:

1. Any provision to the contrary contained in the Certificate of Formation of the Company (the “**Certificate**”), the operating agreement of the Company (the “**Operating Agreement**”), or any agreement to which the Company, the members of the Company or any manager or officer of the Company is a party or otherwise bound notwithstanding, pursuant to Section 7.12 of the Lease, upon and during the continuation of a Lease Default (as defined in the Lease) by the Company pursuant to Sections 17.1(a)(x), (xi), (xiii) or (xviii), (i) the Existing Managers resign as the Managers of the Company (the “**Resignation**”) and (ii) the Managers (x) hereby irrevocably appoint _____, as the sole manager of the Company (“**Manager**”) and (ii) the Existing Managers resign as the Managers of the Company. This appointment shall become effective, with no further action required by the Existing Managers or the members of the Company, upon notice by Manager that Manager has released and made effective this Amendment (such date designated by Manager, the “**Effective Date**”), which Manager may do immediately upon and during the continuation of a Lease Default by the Company pursuant to Sections 17.1(a)(x), (xi), (xiii) or (xviii).

2. As of the Effective Date, Manager shall have all rights, powers and duties that a manager can or may have, to the fullest extent permitted, under the New Jersey Limited Liability Company Act (the “**Act**”), to act on behalf of and in the name of the Company. Such rights and powers shall include, without limitation, to negotiate and execute contracts or other documents in the name of and on behalf of the Company, to open, close, make deposits or withdrawals from, remove or add authorized signatories to, and to otherwise control bank accounts in the name of the Company, to dispose of any assets held by the Company for such consideration established by Manager in its sole and absolute discretion, to adopt and file any amendments to the Certificate or the Operating Agreement as Manager may desire, terminate or hire employees, appoint additional officers or managers, and to otherwise take any other action or execute any document in the name of or on behalf of the Company. To the extent Manager is prohibited by law from taking any action in Manager’s capacity as Manager, the Manager is hereby appointed the true and lawful attorney in fact of the members of the Company to prepare and execute any such documents on the behalf of the members of the Company, in their capacity as members, which power of attorney shall be irrevocable and is deemed to be coupled with an interest.

3. As of the Effective Date, any managers or officers of the Company appointed by the members of the Company shall be deemed to have resigned, effective as of the Effective Date, with no further action required.

4. To the extent any provision of the Operating Agreement of the Company, as the same may be in effect from time to time, reserves any decisions, actions or powers to the members of the Company, such provision shall be void and of no further force and effect to the greatest extent permitted by law as of the Effective Date.

5. This Amendment shall be binding upon and inure to successors and assigns of the members of the Company. In the event of any assignment or transfer of a member of the Company's interest in the Company, in whole or in part, such successor shall continue to be bound by and subject to the provisions of this Amendment as if such successor was party hereto. Upon and during the continuation of any default under the Lease pursuant to Sections 17.1(a)(x), (xi), (xii), or (xviii) of the Lease, the Existing Managers shall not amend, modify or supplement the Operating Agreement without the prior written consent of Manager and Landlord.

6. This Amendment shall be governed by the laws of the State of New Jersey, without giving effect to any conflicts of laws provisions thereof.

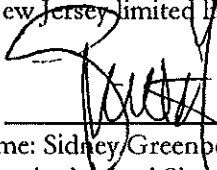
7. This Amendment may be executed in one or more counterparts, and by facsimile, .pdf or other electronic delivery.

[Signature Page Follows]


IN WITNESS WHEREOF, this Amendment is made and executed as of the date first above written.

COMPANY:

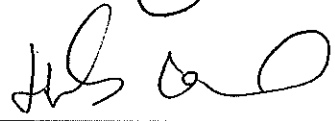
GREENBROOK HEALTHCARE LLC,
a New Jersey limited liability company

By: 
Name: Sidney Greenberger
Title: Authorized Signatory

EXISTING MANAGERS:



SIDNEY GREENBERGER



HESHY KLEIN

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Amendment is made and executed as of the date first above written.

MANAGER:

_____,

By: _____

Name:

Title:

EXHIBIT 21.28.1

License Agreement

See attached.

EXHIBIT 21.28.2

Solar Power and Services Agreement

See attached.

SOLAR POWER & SERVICES AGREEMENT

This Solar Power & Services Agreement (“Agreement”) is made and entered into as of this 15th day of September, 2022 (or, if later, the latest date of a Party’s execution and delivery to the other Party of this Agreement, the “Effective Date”), between Maximus Joules, LLC, a New Jersey limited liability company (“Provider”), and Abingdon Care & Rehabilitation Center LLC, a New Jersey limited liability company (“Host Customer”; and, together with Provider, each, a “Party” and together, the “Parties”).

WITNESSETH:

WHEREAS, Host Customer leases the Premises (as hereafter defined);

WHEREAS, Host Customer desires that Provider install and operate a solar photovoltaic system at the Premises (as hereafter defined) for the purpose of providing Solar Services (as hereafter defined), and Provider is willing to do the same;

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 – DEFINITIONS

1.1 Definitions. In addition to other terms specifically defined elsewhere in the Agreement, where capitalized, the following words and phrases shall be defined as follows:

“Actual Monthly Production” means the amount of energy recorded by Provider’s metering equipment during each calendar month of the Term, pursuant to Section 4.2.

“Affiliate” means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person.

“Agreement” means, the Solar Power & Services Agreement.

“Applicable Law” means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

“Assignment” has the meaning set forth in Section 13.1.

“Bankruptcy Event” means with respect to a Party, that either: (i) such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) failed to controvert in a timely and appropriate manner, or acquiesced in writing to, any petition filed against such Party in an involuntary case under any bankruptcy law; or (G) taken any corporate or other action for the purpose of effecting any of the foregoing; or (ii) a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (B) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of sixty (60) days.

“Business Day” means any day other than Saturday, Sunday or any other day on which banking institutions in New York, NY are required or authorized by Applicable Law to be closed for business.

“Change in Law” has the meaning set forth in Section 18.17.

“Commercial Operation Date” has the meaning set forth in Section 3.3(b).

“Confidential Information” has the meaning set forth in Section 15.1.

“Covenants, Conditions and Restrictions” or “CCR” means those requirements or limitations related to the Premises as may be set forth in a lease, if applicable, or by any association or other organization, having the authority to impose restrictions.

“Contract Year” means each consecutive twelve (12) month period following the Effective Date. Use of the term year in this Agreement generally means Contract Year, unless express reference is made to calendar year or some other period.

“Disruption Period” has the meaning set forth in Section 4.3.

“Early Termination Date” means any date on which the Agreement terminates other than by reason of expiration of the then applicable Term.

“Early Termination Fee” means the fee payable by Host Customer to Provider upon an early termination of this Agreement, pursuant to the express provisions of this Agreement, in the applicable amount set forth in Schedule 3.

“Effective Date” has the meaning set forth in the preamble.

“Environmental Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the System, the production of electrical energy from

the System and its displacement of conventional energy generation, including (a) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (c) the reporting rights to any Governmental Authority related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Solar Incentives. .

“Environmental Documents” has the meaning set forth in Section 7.2(i).

“Environmental Law” means any and all federal, state, local, provincial and foreign, civil and criminal laws, statutes, ordinances, orders, common law, codes, rules, regulations, judgments, decrees, injunctions relating to the protection of health and the environment, worker health and safety, and/or governing the handling, use, generation, treatment, storage, transportation, disposal, manufacture, distribution, formulation, packaging, labeling, or release to the environment of or exposure to Hazardous Materials, including any such requirements implemented through Governmental Approvals.

“Estimated Remaining Payments” means as of any date, the estimated remaining Solar Services Payments to be made through the end of the then-applicable Term, as reasonably determined by Provider.

“Estimated Annual Production” has the meaning set forth in Section 5.2.

“Expiration Date” means the date on which the Agreement terminates by reason of expiration of the Term.

“Fair Market Value” has the meaning set forth in Section 2.2(b).

“Financing Party” means, as applicable (i) any Person (or its agent) from whom Provider (or an Affiliate of Provider) leases the System, (ii) any Person (or its agent) who has made or will make a loan to or otherwise provides financing to Provider (or an Affiliate of Provider) with respect to the construction, ownership, operation or maintenance of the System, or (iii) any Person acquiring a direct or indirect interest in Provider or in Provider's interest in the Agreement or the System in connection with providing financing, including as a tax credit investor.

“Force Majeure Event” has the meaning set forth in Section 10.1.

“Governmental Approval” means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental

Authority, including any such approval, consent, order or binding agreements with or involving a Governmental Authority under Environmental Laws.

“Governmental Authority” means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

“Hazardous Materials” means any hazardous or toxic material, substance or waste, including petroleum, petroleum hydrocarbons or petroleum products, petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, mold, lead or lead-containing materials, polychlorinated biphenyls; and any other chemicals, materials, substances or wastes in any amount or concentration which are regulated under or for which liability can be imposed under any Environmental Law.

“Host Customer” has the meaning set forth in the preamble.

“Host Customer Default” has the meaning set forth in Section 11.2(a).

“Host Customer Indemnified Parties” has the meaning set forth in Section 16.1.

“Indemnified Persons” means Host Customer Indemnified Parties or Provider Indemnified Parties, as the context requires.

“Initial Term” has the meaning set forth in Section 2.1.

“Insolation” has the meaning set forth in Section 7.2(g).

“Installation Work” means the construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all performed by or for Provider at the Premises.

“Invoice Date” has the meaning set forth in Section 6.2.

“kWh Rate” means the price per kilowatt hour (kWh) set forth in Schedule 2.

“Liens” has the meaning set forth in Section 7.1(e).

“Local Electric Utility” means the local electric distribution owner and operator providing electric distribution and interconnection services to Host Customer at the Premises.

“Losses” means all third-party losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys’ fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing any indemnity obligation).

“Meter” has the meaning set forth in Section 4.2.

“Net Metering Arrangements” means the arrangements with the Local Electric Utility for Host Customer to sell to the Local Electric Utility the Solar Services in excess of Host Customer’s

electric load at the Premises at any given time, including any electrical interconnection arrangements.

“Party” or “Parties” has the meaning set forth in the preamble.

“Person” means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

“Pre-existing Environmental Conditions” means any: (i) violation of, breach of or non-compliance with any Environmental Laws with respect to the Premises that first existed, arose or occurred on or prior to Provider’s commencement of construction at the Premises and (ii) the presence or release of, or exposure to, any Hazardous Materials at, to, on, in, under or from the Premises that first existed, arose or occurred on or prior to Provider’s commencement of construction at the Premises.

“Premises” means the premises described in Schedule 1. For the avoidance of doubt, the Premises includes the entirety of any structures and underlying real property located at the address described in Schedule 1.

“Provider” has the meaning set forth in the preamble.

“Provider Default” has the meaning set forth in Section 11.1(a).

“Provider Indemnified Parties” has the meaning set forth in Section 16.2.

“Purchase Option Date” has the meaning set forth in Section 2.2(a).

“Renewal Term” has the meaning set forth in Section 2.1.

“Representatives” has the meaning set forth in Section 15.1.

“Security Interest” has the meaning set forth in Section 8.2(a).

“Site-Specific Requirements” means the site specific information and requirements as may be set forth in Schedule 6.

“SNDA” has the meaning set forth in Section 5.4.

“Solar Incentives” means any and all (a) depreciation benefits, (b) investment tax credits, (c) production tax credits and (d) similar tax credits or grants under federal, state or local law relating to the construction, ownership or production of energy from the System, including, but not limited to, the subsidies in Schedule 1 and all other federal, state or local solar or renewable energy subsidies and incentives.

“Solar Services” means the supply of electrical energy output from the System and any associated reductions in Host Customer’s peak demand from its Local Electric Utility.

“Solar Services Payment” has the meaning set forth in Section 6.1.

“Stated Rate” means a rate per annum equal to the lesser of (a) the “prime rate” (as reported in The Wall Street Journal) plus two percent (2%) or (b) the maximum rate allowed by Applicable Law.

“System” means the integrated assembly of photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, more specifically described in Schedule 1.

“System Operations” means Provider’s operation, maintenance and repair of the System performed in accordance with the requirements herein.

“Term” has the meaning set forth in Section 2.1.

“Termination Date” means the date on which the Agreement ceases to be effective, including on an Early Termination Date or the Expiration Date.

“Third Party Energy Sale” has the meaning set forth in Section 11.2(c).

1.2 Interpretation. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting the Agreement. Words in the Agreement that impart the singular connotation shall be interpreted as plural, and words that impart the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. The words “include”, “includes”, and “including” mean include, includes, and including “without limitation” and “without limitation by specification.” The words “hereof”, “herein”, and “hereunder” and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement. Except as the context otherwise indicates, all references to “Articles” and “Sections” refer to Articles and Sections of this Agreement.

ARTICLE 2 - TERM AND TERMINATION

2.1 Term. The term of the Agreement shall commence on the Effective Date and shall continue for Twenty-five (25) years from the Commercial Operation Date (the “Initial Term”), unless and until terminated earlier pursuant to the provisions of the Agreement. After the Initial Term, the Agreement shall automatically renew for [two additional five (5) year] terms (each, a “Renewal Term”), unless a written notice of non-renewal is given by either Party to the other Party at least one hundred and eighty (180) days prior to the expiration of the Initial Term or then applicable Renewal Term. The Initial Term and the subsequent Renewal Term, if any, are referred to collectively as the “Term.” During any Renewal Term, either Party may, subject to Section 2.3, terminate the Agreement upon one hundred and eighty (180) days’ prior written notice to the other Party.

2.2 Purchase Option.

(a) At the end of the tenth (10th) year after the Commercial Operation Date, the end of the twentieth (20th) year after the Commercial Operation Date, and at the end of the Initial Term and each Renewal Term (each such date a “Purchase Option Date”), so long as Host Customer is not in default under this Agreement, Host Customer may purchase the System from Provider for a purchase price equal to the Fair Market Value (as defined in Section 2.2(b) below) of the System as of the Purchase Option Date. Host Customer must provide a notification to

Provider of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the Purchase Option Date, and the purchase shall be completed on or before the Purchase Option Date.

(b) “Fair Market Value” means the greatest of: (i) the amount that would be paid in an arm’s length, free market transaction, for cash, between an informed, willing seller and an informed willing buyer, neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age, condition and performance of the System and advances in solar technology, provided that installed equipment shall be valued on an installed basis, shall not be valued as scrap if it is functioning and in good condition and costs of removal from a current location shall not be a deduction from the valuation, taking into account the present value of all associated future income streams expected to arise from the operation of the System for the remaining useful life of the System, including but not limited to the expected price of electricity, Environmental Attributes, and Solar Incentives and factoring in future avoided costs and expenses associated with the System and assuming the System is able to generate revenue for the then-remaining term of the Agreement at a price equal to the then-applicable kWh Rate and thereafter for the remaining useful life of the System at a price equal to the then fair market price for energy and (ii) the then-applicable Early Termination Fee. The Parties shall select a mutually acceptable nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the System. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the System based on the formulation set forth herein, and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. .

(c) Upon transfer of ownership of the System to Host Customer, Provider shall have no further obligation with respect to the performance, installation, operation, maintenance or repair of any part or component of the System; provided, however, Provider shall pass through and transfer to Host Customer any applicable manufacturers’ warranties provided on the System, to the extent that such warranties are transferable. To the extent Provider is liable to Host Customer for any events or circumstances arising prior to the transfer of ownership of the System to Host Customer, Provider shall remain so liable following the date of such transfer.

2.3 Removal of System at Expiration. In the event that Host Customer does not acquire the System pursuant to Section 2.2, then upon the expiration or earlier termination of the Agreement, Provider shall, at Provider’s expense, remove all of its tangible property comprising the System from the Premises on a mutually convenient date but in no case later than one hundred twenty (120) days after the Termination Date. The Premises shall be returned to its original condition, except for System mounting pads or other support structures and ordinary wear and tear, and damage by condemnation or casualty. If the System is to be located on a roof, then in no case shall Provider’s removal of the System affect the integrity of Host Customer’s roof, which shall be as leak proof as it was prior to removal of System (other than ordinary wear and tear and damage by condemnation or casualty). For purposes of Provider’s removal of the System, Host Customer’s covenants pursuant to Section 7.2 shall remain in effect until the date of actual removal of the System. Provider shall leave the Premises in neat and clean order. If Provider fails to remove or commence substantial efforts to remove the System by such agreed upon date, Host Customer shall have the right, at its option, after thirty (30) days prior written notice to Provider and any Financing

Parties, to treat the System as abandoned, remove the System to a public warehouse and restore the Premises to its original condition (other than System mounting pads or other support structures and ordinary wear and tear) and to have the reasonable and documented costs thereof reimbursed by Provider within thirty (30) days of written demand.

2.4 Conditions of the Agreement Prior to Commercial Operation Date.

(a) In the event that any of the following events or circumstances occur prior to the Commercial Operation Date, Provider may (at its sole discretion) provide notice that it is terminating the Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination:

(i) Provider determines that the Premises, as is, is insufficient to accommodate the System or unsuitable for construction or operation of the System.

(ii) There exist site conditions (including environmental conditions) or construction requirements that were not known as of the Effective Date, or any Site-Specific Conditions are incorrect or incomplete, and in either case that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the System as designed.

(iii) There is a material adverse change in the regulatory environment, incentive program or federal or state tax code (including the expiration of any incentive program or tax incentives in effect as of the Effective Date, including those set forth on Schedule 1) that could reasonably be expected to adversely affect the economics of the installation for Provider and its investors.

(iv) Provider is unable to obtain financing for the System on terms and conditions satisfactory to it.

(v) Provider has not received: (1) a release or acknowledgement from any mortgagee of the Premises, if required by Provider's Financing Party, to establish the priority of its security interest in the System, and (2) such other documentation as may be reasonably requested by Provider to evidence Host Customer's ability to meet its obligations under Section 7.2(d)(ii) to ensure that Provider will have access to the Premises throughout the Term.

(vi) There has been a material adverse change in the rights of Host Customer to occupy the Premises or Provider to construct the System on the Premises.

(vii) Host Customer has not received evidence reasonably satisfactory to it that interconnection services will be available with respect to energy generated by the System.

(viii) Host Customer has determined that there are easements, CCRs or other land use restrictions, liens or encumbrances that would materially impair or prevent the installation, operation, maintenance or removal of the System.

(ix) There has been a material adverse change in Host Customer's credit-worthiness.

(b) If any of the conditions set forth in Section 2.4(a) are partly or wholly unsatisfied, and Provider wishes to amend this Agreement, then Provider may propose modifications to this Agreement for acceptance by Host Customer. If Host Customer does not agree to such modifications, Provider may terminate this Agreement as provided in Section 2.4(a). If Host Customer accepts such modifications, the Parties shall execute such written amendment documents as are necessary to effectuate such modifications, and the Agreement (as modified by such amendment documents) shall remain in force and effect upon execution of such documents by both Parties.

ARTICLE 3 - CONSTRUCTION, INSTALLATION AND TESTING OF SYSTEM

3.1 Installation Work. Provider will cause the System to be designed, engineered, installed and constructed substantially in accordance with Schedule 1 hereto and Applicable Law. At its request, Host Customer shall have the right to review all construction plans and designs, including engineering evaluations of the impact of the System. Provider shall perform the Installation Work at the Premises between the hours of 6:00 a.m. and 7:00 p.m.

3.2 Approvals; Permits; Cooperation. Host Customer shall assist Provider in obtaining all necessary consents, approvals and permits required to perform Host Customer's obligations under this Agreement, including but not limited to those related to the Local Electric Utility, any Governmental Approval, and any consents, waivers, approvals or releases required pursuant to any applicable contract or CCR. Host Customer shall (i) provide Provider and its subcontractors, consultants, agents and representatives with reasonable access to the Premises and the real property of which it is a part for the purpose of designing the System, including conducting related inspections and studies, and accessing relevant documents, materials and records of Host Customer in conjunction with such activities, and (ii) cooperate with Provider's reasonable requests for information and access to the real property and improvements for purposes of designing and installing the System. Host Customer acknowledges that the System will be installed during normal business hours.

3.3 System Acceptance Testing.

(a) Provider shall conduct testing of the System in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by photovoltaic solar system integrators in the United States.

(b) If the results of such testing indicate that the System is capable of generating electric energy for four (4) continuous hours, using such instruments and meters as have been installed for such purposes, and the System has been approved for interconnected operation by the Local Electric Utility, then Provider shall send a written notice to Host Customer to that effect, and the date of such notice shall be the "Commercial Operation Date."

3.4 Net Metering Arrangements. Provider shall provide Host Customer with timely notification that Host Customer must make Net Metering Arrangements with the Local Electric Utility in order for Provider to be able to complete the installation and testing of the System. Within five (5) Business Days of Provider presenting Host Customer with an application to, or a contract with, the Local Electric Utility for Net Metering Arrangements, Host Customer execute and submit to the Local Electric Utility such application(s), agreement(s) as may be required, or

other documentation required by the Local Electric Utility to permit the interconnection of the System with the Premises electrical system and the Local Electric Utility and to allow any Solar Services not consumed by the Host Customer to flow to the Local Electric Utility. Host Customer shall promptly provide copies of such agreements and arrangements to Provider when executed.

ARTICLE 4 - SYSTEM OPERATIONS

4.1 Provider as Owner and Operator. The System will be owned by Provider or Provider's Financing Party and will be operated and maintained and, as necessary, repaired by Provider at its sole cost and expense; provided, that any repair or maintenance costs incurred by Provider as a result of Host Customer's negligence or breach of its obligations hereunder shall be reimbursed by Host Customer.

4.2 Metering. Provider shall install and maintain a utility grade kilowatt-hour (kWh) meter (the "Meter") for the measurement of electrical energy provided by the System and may, at its election, install a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy delivered by the Local Electric Utility and consumed by Host Customer at the Premises. Provider shall calibrate the Meter in accordance with manufacturer's recommendations. If, upon testing, the Meter is found to be accurate or in error by not more than plus or minus two percent (+/-2%), then previous recordings of such Meter shall be considered accurate in computing deliveries of Solar Services hereunder, but such Meter shall be promptly adjusted to record correctly. If, upon testing, the Meter shall be found to be inaccurate by an amount exceeding plus or minus two percent (+/-2%), then the Meter shall be promptly repaired or adjusted to record properly and any previous readings from such Meter used to compute invoices for Solar Services shall be corrected to zero (0) error, and the payments for Solar Services made since the previous test of such Meter shall be adjusted to reflect the corrected readings as follows: If the difference in the previously invoiced amounts minus the adjusted payment is a positive number (Meter has over-registered Solar Services), that difference shall offset amounts owing by Host Customer to Provider in subsequent month(s). If the difference is a negative number (Meter has under-registered Solar Services), the difference shall be added to the next month's invoice and paid by Host Customer to Provider on the date such invoice is payable pursuant to Section 6.3. If no reliable information exists as to the period over which the Meter registered inaccurately, it shall be assumed for purposes of correcting previous invoices that such inaccuracy began at a point in time midway between the testing date and the next previous date on which the Meter was tested and found to be accurate.

4.3 System Disruptions. In the event that (a) Host Customer repairs the Premises for any reason not directly related to damage caused by the System, and such repair requires the partial or complete temporary disassembly or movement of the System, or (b) any other act or omission of Host Customer or Host Customer's employees, Affiliates, agents or subcontractors (collectively, a "Host Customer Act") results in a disruption or outage in System production, then, in either case, Host Customer shall (i) pay Provider for all work required by Provider to disassemble or move the System and (ii) continue to make all payments for the Solar Services during such period of System disruption (the "Disruption Period"), and (iii) reimburse Provider for any other lost revenue during the Disruption Period, including any lost revenue associated with any reduced sales of Environmental Attributes and any reduced Solar Incentives during the Disruption Period. For the purpose of calculating Solar Services Payments and lost revenue for such Disruption Period, Solar

Services for each month of said months shall be deemed to have been produced at the average rate over the same month for which data exists (or, if the disruption occurs within the first twelve (12) months of operation, the Estimated Annual Production applicable to such period, pro-rated over the affected period). Notwithstanding the foregoing, Host Customer shall not be required to pay for items (b)(ii) or (b)(iii) above for the first seven (7) days in which disruption to the System occurs during any calendar year if such disruption is the result of Host Customer undertaking repairs or maintenance to the Premises (which may be full or partial days, and which need not be consecutive). Item (b)(i) above shall be payable under any circumstances where Provider incurs such costs pursuant to this Section.

4.4 Security. Host Customer shall be responsible for using commercially reasonable efforts to maintain the physical security of the Premises and the System against known risks and risks that should have been known by Host Customer. Host Customer shall not conduct activities on, in or about the Premises or other real property that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System.

ARTICLE 5- DELIVERY OF SOLAR SERVICES

5.1 Purchase Requirement. Host Customer agrees to purchase one hundred percent (100%) of the Solar Services generated by the System and made available by Provider to Host Customer during each relevant month of the Term. For clarity, the Parties acknowledge and agree that Host Customer's purchase under the Agreement does not include any right or title to seek any capacity payments that may be attributable to the System, and that all such rights are reserved and retained by Provider, subject to Applicable Law.

5.2 Estimated Annual Production. The annual estimate of Solar Services with respect to the System for any given year as determined pursuant to this Section shall be the "Estimated Annual Production." The Estimated Annual Production for each year of the Initial Term is set forth in Schedule 4 hereto.

5.3 Environmental Attributes and Solar Incentives. Host Customer's purchase of Solar Services does not include Environmental Attributes or Solar Incentives, each of which shall be owned by Provider or Provider's Financing Party for the duration of the System's operating life. Host Customer disclaims any right to Solar Incentives or Environmental Attributes based upon the installation of the System at the Premises, and shall, at the request of Provider, execute any document or agreement reasonably necessary to fulfill the intent of this Section 5.3. To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use and to help ensure that Environmental Attributes will be certified by Green-e® or a similar organization, Host Customer shall submit to Provider for approval any press releases regarding Host Customer's use of solar or renewable energy from the System and shall not submit for publication any such releases without the prior written approval of Provider. Without limiting Provider's other rights hereunder, in the event that Host Customer breaches its obligations under this Section 5.3 and, as a result thereof, the value of the Environmental Attributes generated by the System is reduced, Host Customer shall pay to Provider the value of such reduction.

5.4 Title to System. Throughout the duration of the Agreement, Provider or Provider's Financing Party shall be the legal and beneficial owner of the System at all times, including all

Environmental Attributes, and Provider shall be entitled to the benefit of all Solar Incentives of the System, and the System shall remain the personal property of Provider or Provider's Financing Party and shall not attach to or be deemed a part of, or fixture to, the Premises. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Host Customer covenants that it will use reasonable commercial efforts to place all parties having an interest in or lien upon the real property comprising the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. Host Customer consents to the filing by Provider, on behalf of Host Customer, of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction of the Premises (via recording a memorandum, filing a UCC-1, or other reasonable method determined by Provider). If Host Customer is not the fee owner, Host Customer shall obtain such consent from the fee owner. Without limiting the generality of the foregoing, Host Customer hereby waives any statutory or common law lien that it might otherwise have in or to the System or any part thereof and agrees that, notwithstanding the occurrence of a Provider Default under this Agreement beyond all applicable notice and cure periods (including those granted to Financing Parties), Provider or any Financing Party (or its designee) shall own and may remove the System from the Premises at any time.

ARTICLE 6 - PRICE AND PAYMENT

6.1 Consideration. Host Customer shall pay to Provider a monthly payment (the "Solar Services Payment") for the Solar Services generated by the System during each calendar month of the Term equal to the product of (x) Actual Monthly Production for the System for the relevant month multiplied by (y) the kWh Rate.

6.2 Invoice. Provider shall invoice Host Customer on or about the first day of each month (each, an "Invoice Date"), commencing on the first Invoice Date to occur after the Commercial Operation Date, for the Solar Services Payment in respect of the immediately preceding month. The last invoice shall include production only through the Termination Date of this Agreement.

6.3 Time of Payment. Host Customer shall pay all undisputed amounts due hereunder within fifteen (15) days after the date of the applicable Invoice Date.

6.4 Method of Payment. Host Customer shall make all payments under the Agreement by electronic funds transfer in immediately available funds to the account designated by Provider from time to time. All payments that are not paid when due shall bear interest accruing from the date becoming past due until paid in full at a rate equal to the Stated Rate. All payments made hereunder shall be non-refundable, be made free and clear of any tax, levy, assessment, duties or other charges and not subject to reduction, withholding, set-off, or adjustment of any kind.

6.5 Disputed Payments. If a *bona fide* dispute arises with respect to any invoice, Host Customer shall not be deemed in default under the Agreement and the Parties shall not suspend the performance of their respective obligations hereunder, including payment of undisputed amounts owed hereunder. If an amount disputed by Host Customer is subsequently deemed to have been due pursuant to the applicable invoice, interest shall accrue at the Stated Rate on such amount from the date becoming past due under such invoice until the date paid.

6.6 Host Customer Net Metering Obligation. The Parties recognize and acknowledge that, from time to time, (a) the Solar Services may exceed Host Customer's demand for electricity or (b) Host Customer will otherwise be unable to consume Solar Services delivered hereunder. Host Customer shall nonetheless accept and take title to the Solar Services and shall have in place and maintain Net Metering Arrangements as required by the Local Electric Utility to deliver to the Local Electric Utility any Solar Services that exceeds Host Customer's demand for, or ability to consume, electricity; *provided* that if, through no cause attributable to the Local Electric Utility or Provider, Host Customer fails to enter into, fails to maintain or otherwise fails to comply with the required Net Metering Arrangements, and as a result of such failure, Provider cannot deliver Solar Services to Host Customer, then such failure shall constitute a disruption due to a Host Customer Act and a Host Customer Default, and Host Customer shall be liable to Provider for such disruption in accordance with the provisions of Section 4.3.

ARTICLE 7 - GENERAL COVENANTS

7.1 Provider's Covenants. Provider covenants and agrees to the following:

(a) Notice of Damage or Emergency. Provider shall (x) promptly notify Host Customer if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System, (y) immediately notify Host Customer if it becomes aware of any event or circumstance relating to the System or the Premises that poses a significant risk to human health, the environment, the System or the Premises.

(b) System Condition. Provider shall take all actions reasonably necessary to ensure that the System is capable of providing Solar Services at a commercially reasonable continuous rate.

(c) Governmental Approvals. While providing the Installation Work, Solar Services, and System Operations, Provider shall obtain and maintain and secure all Governmental Approvals required to be obtained and maintained and secured by Provider and to enable Provider to perform such obligations.

(d) Health and Safety. Provider shall take all necessary and reasonable safety precautions with respect to providing the Installation Work, Solar Services, and System Operations that shall comply with all Applicable Laws pertaining to the health and safety of persons and real and personal property.

(e) Liens. Other than a Financing Party's security interest in or ownership of the System, Provider shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature ("Liens") on or with respect to the Premises or any interest therein, in each case to the extent such Lien arises from or is related to Provider's performance or non-performance of its obligations hereunder. If Provider breaches its obligations under this Section, it shall (i) immediately notify Host Customer in writing, (ii) promptly cause such Lien to be discharged and released of record without cost to Host Customer, and (iii) defend and indemnify Host Customer against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien; provided, however, that Provider shall have the right to contest any such Lien, so long as it provides a

statutory bond or other reasonable assurances of payment that either remove such Lien from title to the Premises or that assure that any adverse judgment with respect to such Lien will be paid without affecting title to the Premises. A UCC-1 filing evidencing Provider's ownership of the System shall not be deemed a "Lien" hereunder.

7.2 Host Customer's Covenants. Host Customer covenants and agrees as follows:

(a) Notice of Damage or Emergency. Host Customer shall (x) promptly notify Provider if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System, (y) immediately notify Provider it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises.

(b) Liens. Host Customer shall not directly or indirectly cause, create, incur, assume or suffer to exist any Liens on or with respect to the System or any interest therein. If Host Customer breaches its obligations under this Section, it shall immediately notify Provider in writing, shall promptly cause such Lien to be discharged and released of record without cost to Provider, and shall indemnify Provider against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien.

(c) Consents and Approvals. Host Customer shall comply with Applicable Law in connection with providing Provider with access to the Premises and in performing any of its obligations under this Agreement. Host Customer shall ensure that any authorizations required in order to enter into this Agreement and make the Premises available to Provider for the purposes of this Agreement, are obtained or provided in a timely manner. To the extent that only Host Customer is authorized to request, obtain or issue any necessary approvals, Governmental Approvals, rebates or other financial incentives, Host Customer shall cooperate with Provider to obtain or issue such approvals, Governmental Approvals, rebates or other financial incentives in the name of Provider. Host Customer shall provide to Provider copies of all Governmental Approvals and CCRs applicable to the Premises, other than those obtained by Provider or to which Provider is a party.

(d) Access to Premises, Grant of License.

(i) Pursuant to those certain License Agreements by and between Host Customer and Provider dated as of the date hereof, Host Customer granted to Provider an irrevocable license coupled with an interest for so long as the System is located at the Premises, which license is coterminous with the Term and containing all the rights necessary for Provider to use and occupy portions of the Premises for the installation, operation, interconnection, maintenance and removal of the System and provision of the Solar Services pursuant to the terms of this Agreement, including ingress and egress rights to the Premises for Provider and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the System with the Premises' electrical wiring. If Provider's financing structure requires that Host Customer enter into a license agreement directly with Financing Party, Provider shall enter into such an agreement which shall be in a form set forth by Provider and which contain substantially the same rights as set forth in this Section 7.2(d). Host Customer

agrees that Provider may record a notice or memorandum of this Agreement and in the real property records of the County where the Premises is located for the purpose of providing third parties with record notice of the aforementioned license; provided, that such memorandum shall not include any of the financial terms of this Agreement or any specific details regarding the System size, configuration or production (actual or estimated).

(ii) Host Customer hereby covenants that (x) Provider shall have access to the Premises and System during the Term of this Agreement and for so long as needed after termination to remove the System pursuant to the applicable provisions herein, and (y) neither Host Customer nor Host Customer's landlord (if applicable) will interfere or handle any Provider equipment or the System without written authorization from Provider; provided, however, that Host Customer and Host Customer's landlord shall at all times have access to and the right to observe the Installation Work or System removal.

(iii) Host Customer shall make available to Provider such internet access at the Premises as Provider shall reasonably require for the continuous remote monitoring of the System's operation and performance. Provider's internet access, hardware, and software shall not interfere with or otherwise impair any internet access or system belonging to or used by Host Customer.

(e) Temporary storage space during installation or removal. Host Customer shall use commercially reasonable efforts to obtain an agreement for sufficient space at the Premises for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work, System Operations or System removal, and access for rigging and material handling.

(f) Net Metering. At all times during the Term, Host Customer shall maintain the Net Metering Arrangements and any other related agreements.

(g) Sunlight Easements. Host Customer understands that unobstructed access to sunlight ("Insolation") is essential to Provider's performance of its obligations and a material term of this Agreement. Host Customer shall not in any way cause and, where possible, shall not in any way permit any interference with the System's Insolation and shall not construct or install, or knowingly permit to be constructed or installed, any alterations, modifications or improvement to the Premises or any other property owned or controlled by Host Customer or an Affiliate of Host Customer that interferes with, blocks or reduces the System's Insolation. In addition to the foregoing, Host Customer shall not permit the growth of foliage that interferes with, blocks, or reduces the System's Insolation. If Host Customer becomes aware of any activity or condition that could diminish the Insolation of the System, Host Customer shall notify Provider immediately and shall cooperate with Provider in preserving the System's existing Insolation levels. The Parties agree that (i) reducing Insolation would irreparably injure Provider, (ii) such injury may not be adequately compensated by an award of money damages, and (iii) Provider is entitled to seek specific enforcement of this Section 7.2(g) against Host Customer. .

(h) Delivery Point. Host Customer will not allow any third party to use any metering equipment installed by Provider or interconnect to any metering equipment or delivery

point of the System's electricity. The Parties agree that (i) a breach of this Section 7.2(h) would irreparably injure Provider, (ii) such injury may not be adequately compensated by an award of money damages, and (iii) Provider is entitled to seek specific enforcement of this Section 7.2(h) against Host Customer.

(i) Environmental Documents. On or before the Effective Date, Host Customer shall identify and set forth on Schedule 6 hereto and unless previously delivered, Host Customer shall, to the extent the same are known and available, deliver to Provider copies of all reports, agreements, plans, inspections, tests, studies or other materials concerning the presence of Hazardous Materials at, from or on the Premises including, but not limited to, soil reports, design drawings, environmental reports, sampling results or other documents relating to Hazardous Materials that have been identified or may be present on, in or under the Premises (collectively, the "Environmental Documents"). Thereafter, Host Customer agrees to provide copies of any new Environmental Documents within ten (10) days of receipt of same. Host Customer hereby agrees to furnish such other documents in Host Customer's possession or control with respect to Governmental Approvals compliance with Environmental Law or Hazardous Materials with respect to the Premises as may be reasonably requested by Provider from time to time.

(j) Compliance with Environmental Laws. Notwithstanding anything to the contrary in the Agreement, Host Customer shall operate and maintain the Premises to comply with the requirements of all applicable Environmental Laws that limit or govern the conditions or uses of the Premises, without impairing or interfering with Provider's construction, operation and ownership of the System or occupancy of the Premises. In no event shall Provider have any liability or obligation with respect to (i) any Pre-existing Environmental Condition on, in or under the Premises, or operations or maintenance of the Premises required to comply with Environmental Laws with respect to Pre-Existing Environmental Conditions, or (ii) any Hazardous Materials which (a) are released or introduced to the Premises by Host Customer or any third party other than Provider or its contractors or invitees, or (b) migrate from other properties.

(k) Environmental Indemnification. Host Customer shall indemnify, hold harmless and defend Provider from and against all claims, pay costs and expenses, and conduct all actions required under Environmental Laws in connection with (i) the existence at, on, above, below or near the Premises of any Pre-existing Environmental Conditions, and (ii) any Hazardous Materials released, spilled or deposited at, on above or below the Premises by the Host Customer.

ARTICLE 8 - REPRESENTATIONS & WARRANTIES

8.1 Representations and Warranties of Both Parties. In addition to any other representations and warranties contained in the Agreement, each Party represents and warrants to the other as of the Effective Date that:

(a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization;

(b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement;

(c) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;

(d) the Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

(e) there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein;

(f) its execution and performance of the Agreement and the transactions contemplated hereby do not and will not constitute a breach of any term or provision of, or a default under, (i) any contract, agreement or Governmental Approval to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws; and

(g) its execution and performance of the Agreement and the transactions contemplated hereby do not and will not require any consent from a third party, including any Governmental Approvals from any Governmental Authority, that are not identified in Schedule 6 hereto.

8.2 Representations of Host Customer. Host Customer represents and warrants to Provider as of the Effective Date that:

(a) Host Customer acknowledges that it has been advised that part of the collateral securing the financial arrangements for the System may be the granting of a first priority perfected security interest (the "Security Interest") in the System to a Financing Party;

(b) To Host Customer's knowledge, the granting of the Security Interest will not violate any term or condition of any covenant, restriction, lien, financing agreement, or security agreement affecting the Premises;

(c) To Host Customer's knowledge, there exists no event or condition which constitutes a default, or would, with the giving of notice or lapse of time, constitute a default under this Agreement;

(d) To Host Customer's knowledge, Host Customer has identified and disclosed to Provider in Schedule 6 (i) all Environmental Documents, (ii) all CCRs, Governmental Approvals or other restrictions imposed under Applicable Laws with respect to the use of the Premises that could affect the construction and operation of the System, and (iii) all environmental reports, studies, data or other information relating to the use of the Premises by Provider within the Host Customer's possession or control;

(e) The Premises is in compliance with Environmental Laws, and that Host Customer holds and is in compliance with all Governmental Approvals required for the ownership and any current operations or activities conducted at the Premises;

(f) Host Customer has identified in Schedule 6 and delivered to Provider all material reports and information concerning the presence or release of Hazardous Materials on, in or under the Premises; and

Any Financing Party shall be an intended third-party beneficiary of this Section 8.2.

8.3 EXCLUSION OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 3.1, 4.1, AND 7.1 AND THIS ARTICLE 8, THE INSTALLATION WORK, SYSTEM OPERATIONS, AND SOLAR SERVICES PROVIDED BY PROVIDER TO PURCHASER PURSUANT TO THIS AGREEMENT SHALL BE “AS-IS WHERE-IS.” NO OTHER WARRANTY TO PURCHASER OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, IS MADE AS TO THE INSTALLATION, DESIGN, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SYSTEM, THE SOLAR SERVICES OR ANY OTHER SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY PROVIDER.

ARTICLE 9 - TAXES AND GOVERNMENTAL FEES

9.1 Host Customer Obligations. Host Customer shall reimburse and pay for any documented taxes, fees or charges imposed or authorized by any Governmental Authority and paid by Provider due to Provider’s sale of the Solar Services to Host Customer (other than income taxes imposed upon Provider). Provider shall notify Host Customer in writing with a detailed statement of such amounts, which shall be invoiced by Provider and payable by Host Customer. Host Customer shall timely report, make filings for, and pay any and all sales, use, income, gross receipts or other taxes, and any and all franchise fees or similar fees assessed against it due to its purchase of the Solar Services. This Section 9.1 excludes taxes specified in Section 9.2.

9.2 Provider Obligations. Subject to Section 9.1 above, Provider shall be responsible for all income, gross receipts, ad valorem, personal property or other similar taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the System. Provider shall not be obligated for any taxes payable by or assessed against Host Customer based on or related to Host Customer’s overall income or revenues.

ARTICLE 10 - FORCE MAJEURE

10.1 Definition. “Force Majeure Event” means any act or event that prevents the affected Party from performing its obligations in accordance with the Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (but without the requirement for the expenditure of any additional sums). Subject to the foregoing conditions, “Force Majeure Event” shall include the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii)

explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, pandemic (including the COVID-19 virus and any variants or derivatives thereof, solely during any period of the Term prior to the Commercial Operation Date), terrorist acts, or rebellion; (iv) strikes or labor disputes (except strikes or labor disputes caused solely by employees of Provider or as a result of such party's failure to comply with a collective bargaining agreement); (v) action or inaction by a Governmental Authority (unless Host Customer is a Governmental Authority and Host Customer is the Party whose performance is affected by such action nor inaction). A Force Majeure Event shall not be based on the economic hardship of either Party, or upon the expiration of any lease of the Premises by the Host Customer from the owner of the Premises.

10.2 Excused Performance. Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement (other than the failure to pay amounts due hereunder), if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Article 10 shall as soon as practicable after becoming aware of the circumstances constituting a Force Majeure Event (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event (without the requirement to expend additional sums), (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter; provided, however, that Host Customer shall not be excused from making any payments and paying any unpaid amounts due in respect of Solar Services delivered to Host Customer prior to the Force Majeure Event performance interruption.

ARTICLE 11 – DEFAULT

11.1 Provider Defaults and Host Customer Remedies.

(a) Provider Defaults. The following events shall be defaults with respect to Provider (each, a “Provider Default”):

- (i) A Bankruptcy Event shall have occurred with respect to Provider;
- (ii) Provider fails to pay Host Customer any undisputed amount owed under the Agreement within thirty (30) days from receipt of notice from Host Customer of such past due amount; and
- (iii) Provider breaches any material representation, covenant or other term of the Agreement and (A) if such breach can be cured within thirty (30) days after Host Customer's written notice of such breach and Provider fails to so cure, or (B) Provider fails to commence and pursue a cure within such thirty (30) day period if a longer cure period is needed.

(b) Host Customer's Remedies. If a Provider Default described in Section 11.1(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Article 12 and the rights of any Financing Parties, Host Customer may terminate the Agreement and exercise any other remedy it may have at law or equity or under the Agreement.

11.2 Host Customer Defaults and Provider's Remedies.

(a) Host Customer Default. The following events shall be defaults with respect to Host Customer (each, a "Host Customer Default"):

(i) A Bankruptcy Event shall have occurred with respect to Host Customer;

(ii) Host Customer breaches any material representation, covenant or other term of the Agreement if (A) such breach can be cured within thirty (30) days after Provider's notice of such breach and Host Customer fails to so cure, or (B) Host Customer fails to commence and pursue said cure within such thirty (30) day period if a longer cure period is needed;

(iii) Host Customer fails to pay Provider any undisputed amount due Provider under the Agreement within thirty (30) days from receipt of notice from Provider of such past due amount;

(iv) Host Customer fails to maintain: (i) the Premises pursuant to Section 7.2; or (ii) Net Metering Arrangements pursuant to Section 3.4;

(v) Host Customer loses its rights to occupy the Premises;

(vi) Host Customer ceases to conduct business operations at the Premises;

(vii) Host Customer prevents Provider from installing the System or Host Customer otherwise performs or fails to perform in a way that interferes with Insolation to, or prevents the delivery of electric energy from, the System; or

(viii) Host Customer fails to provide Provider with access to, on, over, under and across the Premises for the purposes of (a) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the System; or (b) performing all of Provider's other obligations under this Agreement and exercising any rights under Section 7.2(d).

(b) Provider's Remedies. If a Host Customer Default described in Sections 11.2(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Article 12, Provider may exercise any remedy available at law or in equity whether or not this Agreement is terminated as a result of such Host Customer Default, including disruption damages as provided in Section 4.3. Provider may elect to terminate this Agreement as a result of such Host Customer Default effective upon written notice to Host Customer, and upon such termination the Early Termination Fee shall immediately be due and payable by Host Customer to Provider.

(c) Third Party Energy Sale. Upon a Host Customer Default (or upon any termination of this Agreement as a result thereof and for so long as the Early Termination Fee has not been paid in full), Provider may, in its sole discretion and upon written notice to Host Customer, cease providing electric energy generated from the System to Host Customer and elect to continue to generate electric energy from the System and sell such energy to the Local Electric Utility or a third party (such sale a "Third Party Energy Sale") during the continuance of the Host

Customer Default (or, if Provider has terminated this Agreement, until the Early Termination Fee is paid in full). If Provider elects to proceed with a Third Party Energy Sale, (A) Provider shall be entitled to modify the System and its interconnection and metering equipment as Provider deems necessary to accommodate the Third Party Energy Sale, (B) Provider shall retain an irrevocable license coupled with an interest to use the Premises for such purpose, and (C) Provider shall be entitled to pursue an action for damages including, without limitation, lost revenue due to realization of a price per kWh in such Third Party Energy Sale that is lower than the then effective kWh Rate. Nothing herein shall limit Provider's right to collect damages upon the occurrence of a breach or a default by the Host Customer which does not otherwise constitute a Host Customer Default.

11.3 Removal of System. Upon any termination of the Agreement pursuant to this Article 11, Provider will remove the System pursuant to Section 2.3 hereof.

ARTICLE 12 - CONSEQUENTIAL DAMAGES WAIVER

12.1 Except as expressly provided herein, neither Party shall be liable to the other Party or its Indemnified Persons for any special, punitive, exemplary, indirect, or consequential damages, losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with the Agreement. Nothing in this Article 12 shall limit Host Customer's obligation to pay an Early Termination Fee or any amounts owed pursuant to Section 4.3 above.

ARTICLE 13- ASSIGNMENT

13.1 Assignment by Provider. Provider may sell, transfer or assign (collectively, an "Assignment") the Agreement or any interest therein, without the prior written consent of Host Customer. The parties acknowledge that Provider may assign this Agreement without the consent of the Host Customer in connection with construction and/or permanent financing facilities, including structured tax equity and/or securitization financing. In the event that Provider identifies a secured Financing Party in Schedule 5 hereto, or in a subsequent notice to Host Customer, then Host Customer shall comply with the provisions set forth in Exhibit B hereto and agrees to provide such estoppels, financial information, and acknowledgments as Provider may reasonably request from time to time, within ten (10) days of Provider's request. Any Financing Party shall be an intended third-party beneficiary of this Section 13.1 and Exhibit B. Any Assignment by Provider of its entire interest in this Agreement made in accordance with this Agreement shall release Provider of its obligations hereunder arising from and after the effective date of such Assignment.

13.2 Acknowledgment of Collateral Assignment. In the event that Provider identifies a secured Financing Party in Schedule 5 hereto, or in a subsequent notice to Host Customer, then Host Customer hereby acknowledges:

(a) the collateral assignment by Provider to the Financing Party, of Provider's right, title and interest in, to and under the Agreement, as consented to under Section 13.1 of the Agreement.

(b) that the Financing Party as such collateral assignee shall be entitled to exercise any and all rights of lenders generally with respect to Provider's interests in this Agreement.

(c) that it has been advised that Provider has granted a first priority perfected security interest in the System to the Financing Party and that the Financing Party has relied upon the characterization of the System as personal property, as agreed in this Agreement in accepting such security interest as collateral for its financing of the System.

Any Financing Party shall be an intended third-party beneficiary of this Section 13.2.

13.3 Assignment by Host Customer. Host Customer shall not assign the Agreement or any interest therein, without Provider's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. It shall be reasonable for Provider to withhold its consent to any assignment by Host Customer if such assignment is not to a successor owner of the Premises, or if Provider reasonably believes the intended assignee is not sufficiently creditworthy to perform Host Customer's obligations under this Agreement. Notwithstanding the foregoing, Host Customer may assign this Agreement to a successor owner of Host Customer's entire interest in the lease of which the Premises is a part, provided that such assignee assumes in writing all of Host Customer's obligations under this Agreement and such assignee has a net worth equal or greater to the net worth of Host Customer immediately prior to the effective date of such assignment. Any Assignment by Host Customer without the prior written consent of Provider shall not release Host Customer of its obligations hereunder.

ARTICLE 14 – NOTICES

14.1 Notice Addresses. Unless otherwise provided in the Agreement, all notices and communications concerning the Agreement shall be in writing and addressed to the other Party (or Financing Party, as the case may be) at the addresses set forth in Schedule 5, or at such other address as may be designated in writing to the other Party from time to time.

14.2 Notice. Unless otherwise provided herein, any notice provided for in the Agreement shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, or transmitted by facsimile and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by facsimile (if sent during normal business hours or the next Business Day if sent at any other time), on the Business Day after being sent when sent by overnight delivery service (Saturdays, Sundays and legal holidays excluded), or five (5) Business Days after deposit in the mail when sent by U.S. mail.

14.3 Address for Invoices. All invoices under the Agreement shall be sent to the address provided by Host Customer. Invoices shall be sent by regular first-class mail postage prepaid.

ARTICLE 15 – CONFIDENTIALITY

15.1 Confidentiality Obligation. If either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the financing, design, operation and maintenance of the System or of Host Customer's business ("Confidential Information") to the other or, if in the course of performing under the Agreement or negotiating the Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties

with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Agreement. Notwithstanding the above, a Party may provide such Confidential Information to its officers, directors, members, managers, employees, agents, contractors, consultants, Affiliates, lenders (existing or potential), investors (existing or potential) and potential third-party assignees of the Agreement or third-party acquirers of Provider or its Affiliates (provided and on condition that such potential third-party assignees be bound by a written agreement restricting use and disclosure of Confidential Information) (collectively, “Representatives”), in each case whose access is reasonably necessary. Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. The terms of the Agreement (but not its execution or existence) shall be considered Confidential Information for purposes of this Article, except as set forth in Section 15.3. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party’s need for it has expired or upon the request of the disclosing Party.

15.2 Permitted Disclosures. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that:

- (a) becomes publicly available other than through the receiving Party;
- (b) is required to be disclosed by a Governmental Authority, under Applicable Law or pursuant to a validly issued subpoena or required filing, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement;
- (c) is independently developed by the receiving Party; or
- (d) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

15.3 Enforcement of Confidentiality Obligation. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Article by the receiving Party or its Representatives or other Person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Article. To the fullest extent permitted by Applicable Law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Article, but shall be in addition to all other remedies available at law or in equity.

ARTICLE 16 – INDEMNITY

16.1 Provider’s Indemnity. Subject to Article 12, Provider agrees that it shall indemnify and hold harmless Host Customer, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the “Host Customer Indemnified Parties”) from and against any and all Losses incurred by Host Customer Indemnified

Parties to the extent arising from or out of the following to the extent arising from claims by third parties: (a) any claim for or arising out of any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of Provider's negligence or willful misconduct or (b) any infringement of patents or the improper use of other proprietary rights by Provider or its employees or representatives that may occur in connection with the performance of the Installation Work, System Operations or Solar Services and the ownership and use of the System. Provider shall not, however, be required to reimburse or indemnify any Host Customer Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Host Customer Indemnified Party.

16.2 Host Customer's Indemnity. Subject to Article 12, Host Customer agrees that it shall indemnify and hold harmless Provider, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "Provider Indemnified Parties") from and against any and all Losses incurred by Provider Indemnified Parties to the extent arising from or out of any claim for or arising out of any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of Host Customer's breach of this Agreement, or the negligence or willful misconduct of any Host Customer Indemnified Party. Host Customer shall not, however, be required to reimburse or indemnify any Provider Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Provider Indemnified Party.

ARTICLE 17 – INSURANCE; CASUALTY

17.1 Generally. Host Customer and Provider shall each maintain the following insurance coverages in full force and effect throughout the Term either through insurance policies or acceptable self-insured retentions: (a) Workers' Compensation Insurance as may be from time to time required under applicable federal and state law, (b) Commercial General Liability Insurance with limits of not less than \$2,000,000 general aggregate, \$1,000,000 per occurrence, and (c) automobile insurance with commercially reasonable coverages and limits. Additionally, Provider shall carry adequate property loss insurance on the System which need not be covered by Host Customer's property coverage. Host Customer shall carry property insurance on the Premises covering "all risks" perils in an amount equal to the full replacement cost of the Premises. The amount and terms of insurance coverage will be determined at Provider's sole discretion.

17.2 Certificates of Insurance. Each Party, upon request, shall furnish current certificates evidencing that the insurance required under Section 17.1 is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insured agrees to give the other Party thirty (30) days' written notice before the insurance is cancelled or materially altered.

17.3 Additional Insureds. Each Party's insurance policy shall be written on an occurrence basis and shall include the other Party and the Provider's lender as an additional insured as its interest may appear.

17.4 Insurer Qualifications. All insurance maintained hereunder shall be maintained with companies either rated no less than A- as to Policy Holder's Rating in the current edition of Best's

Insurance Guide (or with an association of companies each of the members of which are so rated) or having a parent company's debt to policyholder surplus ratio of 1:1.

17.5 Waiver of Subrogation. Each Party shall waive, and shall require its respective insurers to waive, rights of subrogation against the other Party on all required policies including workers compensation where allowable by law. Unless and to the extent that a claim is covered by an indemnity set forth in this Agreement, each Party shall be responsible for the payment of its own deductibles.

17.6 System and Facility Damage.

(a) Provider's Obligations. If the System is damaged or destroyed by casualty of any kind or any other occurrence other than by a Force Majeure Event or Host Customer's negligence or willful misconduct, Provider shall promptly repair and restore the System to its pre-existing condition; provided, however, that (A) if the System is damaged or destroyed as a result of Host Customer's or its contractor's negligence or breach of this Agreement, such repair and restore of the System shall be at Host Customer's cost, and (B) if more than fifty percent (50%) of the System is destroyed during the last five (5) years of the Initial Term or during any Renewal Term, Provider shall not be required to restore the System, but may instead terminate this Agreement, unless Host Customer agrees (i) to pay for the cost of such restoration of the System or (ii) to purchase the System "AS-IS" at the Fair Market Value of the System.

(b) Host Customer's Obligations. If the improvements of which the Premises is a part is damaged or destroyed by casualty of any kind or any other occurrence other than Provider's negligence or willful misconduct, such that the operation of the System and/or Host Customer's ability to accept the electric energy produced by the System are materially impaired or prevented, Host Customer shall promptly repair and restore the damaged improvements to their pre-existing condition; provided, however, that if more than fifty percent (50%) of the improvements are destroyed during the Initial Term, Host Customer may elect either (A) to restore the improvements or (B) to pay the Early Termination Fee and all other costs previously accrued but unpaid under this Agreement, net of any first-party insurance proceeds actually received by Provider as a result of such casualty, and thereupon terminate this Agreement; provided further, that if Host Customer elects to restore the improvements under part (A), Host Customer shall be responsible for interruption damages pursuant to Section 4.3 from the date that is two hundred seventy (270) days after the date of the casualty or other occurrence until such time as the restoration of the improvements is completed.

ARTICLE 18- MISCELLANEOUS

18.1 Integration; Exhibits. The Agreement, together with the Exhibits and Schedules attached thereto or incorporated by reference, constitute the entire agreement and understanding between Provider and Host Customer with respect to the subject matter thereof and supersedes all prior agreements relating to the subject matter hereof which are of no further force or effect. The Exhibits and Schedules attached to the Agreement are integral parts of the Agreement and are an express part of the Agreement.

18.2 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Provider and Host Customer.

18.3 Industry Standards. Except as otherwise set forth herein, for the purpose of the Agreement the normal standards of performance within the solar photovoltaic power generation industry in the relevant market shall be the measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

18.4 Cumulative Remedies. Except as set forth to the contrary herein, any right or remedy of Provider or Host Customer shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

18.5 Sovereign Immunity. If Host Customer is a governmental body or public entity, to the extent permitted by Applicable Law, Host Customer hereby waives any defense of sovereign immunity that Host Customer might otherwise have in connection with any action taken by Provider to enforce its rights against Host Customer under this Agreement.

18.6 Limited Effect of Waiver. The failure of Provider or Host Customer to enforce any of the provisions of the Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

18.7 Survival. The obligations under Sections 2.2 (Purchase Option), 2.3 (Removal of System), Section 7.1(d) (Provider Covenant), Sections 7.2(d), (e), (f), (g) and (j) (Host Customer Covenants), Section 8.3 (Exclusion of Warranties), Article 9 (Taxes and Governmental Fees), Section 11.2(b) and (c) (Provider Remedies and Third Party Energy Sale), Article 12 (Consequential Damages Waiver), Article 14 (Notices), Article 15 (Confidentiality), Article 17 (Insurance), Article 18 (Miscellaneous), or pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.

18.8 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State where the Premises is located without reference to any choice of law principles. The Parties agree that the courts of the State where the Premises is located and the Federal Courts sitting therein shall have jurisdiction over any action or proceeding arising under the Agreement to the fullest extent permitted by Applicable Law. The Parties waive to the fullest extent permitted by Applicable Law any objection it may have to the laying of venue of any action or proceeding under this Agreement any courts described in this Section 18.8.

18.9 Severability. If any term, covenant or condition in the Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

18.10 Relation of the Parties. The relationship between Provider and Host Customer shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Host Customer, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

18.11 Successors and Assigns. This Agreement and the rights and obligations under the Agreement shall be binding upon and shall inure to the benefit of Provider and Host Customer and their respective successors and permitted assigns.

18.12 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

18.13 Electronic Delivery. This Agreement may be duly executed and delivered by a Party by execution and facsimile or electronic, “pdf” delivery of the signature page of a counterpart to the other Party.

18.14 Interpretation. This Agreement has been and shall be construed to have been drafted by all Parties to it so that the rule of construing ambiguities against the drafter shall have no force or effect.

18.15 Liquidated Damages Not Penalty. Host Customer acknowledges that the Early Termination Fee constitutes liquidated damages, and not penalties, in lieu of Provider’s actual damages resulting from the early termination of the Agreement. Host Customer further acknowledges that Provider’s actual damages may be impractical and difficult to accurately ascertain, and in accordance with Host Customer’s rights and obligations under the Agreement, the Early Termination Fee constitutes fair and reasonable damages to be borne by Host Customer in lieu of Provider’s actual damages.

18.16 Suspension. Notwithstanding anything to the contrary herein (and without limiting Provider’s remedies under Sections 11.2(b) or (c)), Provider shall be entitled, in its sole discretion, to suspend delivery of electricity from the System (i) in the event of an emergency, including the presence of Hazardous Materials, (ii) for the purpose of maintaining and repairing the System or (iii) at the request of the Local Electric Utility and, in each case of (i) through (iii) above, (a) such suspension of service shall not constitute a breach of this Agreement, (b) Provider shall have no liability for Host Customer to obtain electricity from other sources for the duration of such suspension, (c) Provider shall use commercially reasonable efforts to minimize any interruption in service to Host Customer, and (d) Host Customer will not be required to pay for any interruption damages under Section 4.3 during such suspension.

18.17 Change in Law. “Change in Law” means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any Applicable Law or regulation; (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date of this Agreement (notwithstanding the general requirements contained in any applicable permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation); or (iii) a change in any Local Electric Utility rate

schedule or tariff approved by any Governmental Authority which, in the case of any of (i), (ii) or (iii), establishes requirements affecting owning, supplying, constructing, installing, operating or maintaining the System, or other performance of Provider's obligations hereunder and which has a material adverse effect on the cost to Provider of performing such obligations. If any Change in Law occurs that (a) is generally applicable to similarly situated electric generating facilities and (b) increases the capital, financing, operating or maintenance costs of the System, or otherwise has a material adverse effect on the cost to Provider of performing its obligations under this Agreement, then the Parties shall negotiate in good faith an equitable adjustment to the kWh Rate to compensate Provider for such increased costs over the remainder of the Term. If the Parties are unable to mutually agree on such an equitable adjustment within thirty (30) days, then Provider may terminate this Agreement upon ten (10) day's written notice to Host Customer without any cost or liability other than its removal obligations hereunder.

18.18 OFAC. Host Customer represents and warrants that (a) Host Customer and each person or entity owning an interest in Host Customer is (i) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "List"), and (ii) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, (b) none of the funds or other assets of Host Customer constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person (as hereinafter defined), (c) no Embargoed Person has any interest of any nature whatsoever in Host Customer (whether directly or indirectly), (d) none of the funds of Host Customer have been derived from any unlawful activity with the result that the investment in Host Customer is prohibited by law or that the Agreement is in violation of law, and (e) Host Customer has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term "Embargoed Person" means any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in Host Customer is prohibited by law or Host Customer is in violation of law.

18.19 Non-Dedication of Facilities. Nothing herein shall be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party shall knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party shall assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this agreement. If Provider is reasonably likely to become subject to regulation as a public utility, then the Parties shall use all reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Provider does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Provider shall have the right to terminate this Agreement without further liability, and Provider shall remove the System in accordance with this Agreement.

18.20 Service Contract. The Parties intend this Agreement to be a “service contract” within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Host Customer shall not take the position on any tax return or in any other filings suggesting that it is anything other than a purchase of electricity from the System.

18.21 Forward Contract. The transaction contemplated under this Agreement constitutes a “forward contract” within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a “forward contract merchant” within the meaning of the United States Bankruptcy Code.

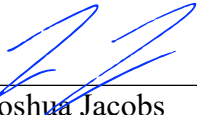
18.22 Third Party Beneficiaries. Except for assignees, Financing Parties of Provider, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.

[Signature Page Follows]

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Host Customer have executed this Agreement as of the Effective Date.

MAXIMUS JOULES


**ABINGDON CARE &
REHABILITATION CENTER**

By: 
Name: Joshua Jacobs
Title: Managing Member
Date:

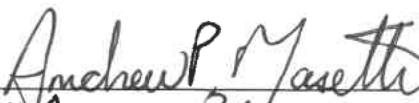
By: _____
Name:
Title:
Date

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Host Customer have executed this Agreement as of the Effective Date.

MAXIMUS JOULES

By: 
Name: Joshua Jacobs
Title: Managing Member
Date: 9/15/2022

**ABINGDON CARE &
REHABILITATION CENTER**

By: 
Name: Andrew P. Masetti
Title: CFO
Date 9/15/2022

SCHEDULES

I. Schedule 1: Description of the Premises, System and Scope of Work

<u>A. Premises</u>	Physical Address: 303 Rock Avenue Greenbrook, NJ 08812
Site diagram attached:	x Yes <input type="checkbox"/> No
Premises are leased by Host Customer Name of Mortgagee (lender):	Citizens Bank
<u>B. Description of Solar System</u>	
Type:	Grid connected solar system
Solar System Size:	308.7 kW (DC) (this is an estimate (and not a guarantee) of the System size; Provider may update the System Size prior to the Commercial Operation Date.)
Module:	72 cell
Inverter:	String Inverter
<u>C. Scope of Work</u>	
Overview:	Design and supply grid-interconnected, roof-top solar electric (PV) system
<u>D. Anticipated Subsidy or Rebate</u>	\$100



II. Schedule 2 - - kWh Rate

The kWh Rate with respect to the System under the Agreement shall be in accordance with the following schedule:

Year of System Term	kWh Rate (\$/kWh)
1	\$ 0.1181
2	\$ 0.1216
3	\$ 0.1253
4	\$ 0.1290
5	\$ 0.1329
6	\$ 0.1369
7	\$ 0.1410
8	\$ 0.1452
9	\$ 0.1496
10	\$ 0.1541
11	\$ 0.1587
12	\$ 0.1635
13	\$ 0.1684
14	\$ 0.1734
15	\$ 0.1786
16	\$ 0.1840
17	\$ 0.1895
18	\$ 0.1952
19	\$ 0.2010
20	\$ 0.2071
21	\$ 0.2133
22	\$ 0.2197
23	\$ 0.2263
24	\$ 0.2331
25	\$ 0.2401

Notwithstanding anything to the contrary in the Agreement, Host Customer shall pay for any energy generated by the System prior to the Commercial Operation Date pursuant to the payment provisions of Article 6.

III. Schedule 3 – Early Termination Fee

The Early Termination Fee with respect to the System under the Agreement shall be calculated in accordance with the following:

Early Termination Occurs in Year:	Column 1 Early Termination Fee (\$/Wdc including costs of removal)
1*	\$ 4.31
2	\$ 4.09
3	\$ 3.87
4	\$ 3.65
5	\$ 3.43
6	\$ 3.21
7	\$ 2.99
8	\$ 2.76
9	\$ 2.53
10	\$ 2.30
11	\$ 2.06
12	\$ 1.83
13	\$ 1.59
14	\$ 1.35
15	\$ 1.11
16	\$ 0.87
17	\$ 0.79
18	\$ 0.71
19	\$ 0.62
20	\$ 0.54
21	\$ 0.45
22	\$ 0.37
23	\$ 0.28
24	\$
25	\$

At expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0).

*Includes early termination prior to the Commercial Operation Date.

IV. Schedule 4 – Estimated Annual Production

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

Year of System Term	Estimated Production (kWh)	Year of System Term	Estimated Production (kWh)
1	385,875	14	361,532
2	383,946	15	359,724
3	382,026	16	357,926
4	380,116	17	356,136
5	378,215	18	354,355
6	376,324	19	352,584
7	374,442	20	350,821
8	372,570	21	349,067
9	370,707	22	347,321
10	368,854	23	345,585
11	367,707	24	343,857
12	365,175	25	342,137
13	363,349		

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System assuming the System Size indicated in Schedule 1. Provider may deliver to Host Customer an updated table upon the Commercial Operation Date based on the actual System size.

V. Schedule 5 – Notice Information

Host Customer:

Abingdon Care & Rehabilitation
Center
Windsor Healthcare
Attn: Chief Financial Officer
100 McClellan Street
Norwood, NJ 07648

Provider:

Maximus Joules, LLC
580 Kensington Place
Cedarhurst, NY 11516
Attn: Joshua Jacobs, Managing
Member

With a copy to

Financing Party:

Forbright Bank
4445 Willard Ave, Suite 1000
Chevy Chase, MD 20815
Attention: Healthcare Lending

VI. Schedule 6 – Site Specific Information and Requirements

In accordance with Section 7.2 of the Agreement, the following information references any known restrictions on the use of the Premises for the construction, ownership, use and operation of the System, including any land use restrictions, known underground structures or equipment, or limitations arising under permits or Applicable Law, as well as any additional Environmental Documents, reports or studies in the possession or control of the Host Customer, which shall each have been delivered to Provider as of the Effective Date:

Type of Information	Information Delivered to Provider as of the Effective Date
Phase I environmental site assessment	Not Applicable
Reports on site sampling (soil or groundwater)	Not Applicable
Land use restrictions imposed by Governmental Authorities	Not Applicable

Type of Information	Information Delivered to Provider as of the Effective Date
Lease restrictions on proposed solar installation	Not Applicable
Cleanup plan, corrective action plan or permits applicable to Premises	Not Applicable
Open spill reports or unresolved release reports	Not Applicable
Known underground storage tanks, foundations, utilities	Not Applicable
Utility easements or public rights of way	Not Applicable
Completed closure or “cap” on buried waste or other materials	Not Applicable
Systems in place for extracting and collecting methane, groundwater or leachate	Not Applicable
Subject to the control of a trustee, group of entities or entities other than landlord and/or Host Customer	Not Applicable

EXHIBIT A

INTENTIONALLY DELETED

EXHIBIT B

Certain Agreements for the Benefit of the Financing Parties of Provider

Host Customer acknowledges that Provider will be receiving financing accommodations from one or more Financing Parties and that Provider may sell or assign the System or this Agreement and/or may secure Provider's obligations by, among other collateral, a pledge or collateral assignment of this Agreement and a first security interest in the System. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any such Financing Party, Host Customer agrees as follows:

(a) Consent to Collateral Assignment. Host Customer consents to either the assignment, sale or conveyance to a Financing Party or the collateral assignment by Provider to a Financing Party, of Provider's right, title and interest in and to this Agreement.

(b) Notices of Default. Host Customer will deliver to the Financing Party, concurrently with delivery thereof to Provider, a copy of each notice of default given by Host Customer under the Agreement, inclusive of a reasonable description of Provider Default. No such notice will be effective absent delivery to the Financing Party. Host Customer will not mutually agree with Provider to cancel, modify or terminate the Agreement without the written consent of the Financing Party.

(c) Rights Upon Event of Default. Notwithstanding any contrary term of this Agreement:

i. The Financing Party shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement and only in the event of Provider's or Host Customer's default. The Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the System.

ii. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider thereunder or cause to be cured any default of Provider thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider's interests under this Agreement) to perform any act, duty or obligation of Provider under this Agreement, but Host Customer hereby gives it the option to do so.

iii. Upon the exercise of remedies under its security interest in the System, including any sale thereof by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party) in lieu thereof, the Financing Party shall give notice to Host Customer of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement.

iv. Upon any default not reasonably susceptible to cure by a Financing Party, including rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of the Financing Party made within ninety (90) days of such default, Host Customer shall enter into a new agreement with the Financing Party or its designee having the same terms and conditions as this Agreement.

(d) Right to Cure.

i. Host Customer will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice by sending notice to the Financing Party (at the address provided by Provider) of its intent to terminate or suspend this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement. The Parties agree that the cure rights described herein are in addition to and apply and commence following the expiration of any notice and cure period applicable to Provider. The Parties respective obligations will otherwise remain in effect during any cure period; provided that if such Provider Default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed additional ninety (90) days.

ii. If the Financing Party (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider's assets and shall, within the time periods described in subsection (d)(i). above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person or entity shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

EXHIBIT 25.1

Form Of Purchase Option

See attached.

PURCHASE OPTION AGREEMENT

THIS PURCHASE OPTION AGREEMENT (this “**Agreement**”) is made and entered into as of the 31st day of January, 2024, by and between **GREENBROOK MANOR REALTY, LLC**, a New Jersey limited liability company (the “**Optionor**”), and **GK GREENBROOK REALTY LLC**, a New Jersey limited liability company (the “**Optionee**”).

RECITALS

A. Optionor is the fee simple owner of those certain tracts of land improved with skilled nursing facility (the “**Facility**”) as legally described on **Exhibit A** (the “**Property**”).

B. **GREENBROOK MANOR CARE & REHABILITATION CENTER, LLC d/b/a ABINGDON CARE & REHABILITATION CENTER**, a New Jersey limited liability company (“**Old Operator**”) is the current operator of the Facility.

C. Old Operator and **GREENBROOK HEALTHCARE LLC**, a New Jersey limited liability company (“**New Operator**”), an affiliate of Optionee, have entered into that certain Operations Transfer Agreement, dated as of the date hereof (the “**OTA**”), for the transfer of the operations of the Facility from Old Operator to New Operator.

D. On the Closing Date (as defined in the OTA), the term of that certain Facility Lease Agreement entered into by Optionor, as lessor, and New Operator, as lessee, dated as of even date herewith (the “**Lease**”) will begin, pursuant to which the Optionor will lease the Property to New Operator upon the terms and conditions set forth therein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Purchase Option.** At any time on and after the third (3rd) anniversary of the Reference Date (as defined in the OTA) (the “**Option Period**”), Optionor hereby grants to Optionee the right and option to purchase the Property on the terms hereinafter set out (said right to purchase herein called the “**Purchase Option**”). The Purchase Option may only be exercised if on the date the Option Notice (as hereinafter defined) is received, the Lease has not been terminated, unless such termination is due to the default of Optionor thereunder. If the Lease has been validly terminated for a reason other than Optionor’s default under the Lease, this Agreement and all rights of the Optionee to purchase the Property pursuant to this Agreement shall automatically terminate. Notwithstanding the foregoing, in the event any termination of the Lease is being contested by Optionee or New Operator under the Lease by judicial proceedings, the Lease shall not be deemed to have terminated or the right of possession terminated for the purposes of this Agreement until the rendering of a final non-appealable order. Notwithstanding anything to the contrary contained herein, during the Term of the Lease, the Optionor shall not offer the Facility for sale to or solicit or accept any offers from or negotiate with any person other than Optionee.

2. **Exercise.** Optionee may exercise the Purchase Option at any time during the Option Period, upon giving written notice to Optionor (the “**Option Notice**”) specifying a date for closing (the “**Closing**”) the purchase, which shall be not less than thirty (30) days nor more than one hundred twenty (120) days following the date of the Option Notice. If such date falls on a Saturday, Sunday or legal holiday, the Closing shall take place on the first business day thereafter (said date is hereinafter called the “**Closing Date**”). In the event Optionee delivers an Option Notice to Optionor, but thereafter fails to close its purchase of the Property as provided herein, such failure shall not be deemed an Event of Default under the Lease or a default under this Agreement and the Lease and this Agreement shall continue in full force and effect in accordance with the terms and provisions contained herein and therein. In addition, Optionee will have the subsequent right to re-exercise the Purchase Option from time to time during the remainder of the Option Period, if any, in accordance with the provisions of this Agreement.

3. **Purchase Price.** For the period beginning on the third (3rd) anniversary of the Reference Date and through, but not including, the seventh (7th) anniversary of the Commencement Date (as defined in the Lease), the Purchase Price shall be Thirty Six Million Dollars (\$36,000,000.00) (the “**Initial Purchase Price**”). Beginning on the seventh (7th) anniversary of the Reference Date, the Purchase Price shall be an amount equal to the Purchaser Price for the immediately preceding Option Year multiplied by two percent (2.00%) per annum (the “**Escalated Purchase Price**” and, together with the Initial Purchase Price, the “**Purchase Price**”). For purposes of this Section 3, “**Option Year**” shall mean a 365-day period (or 366-day period in the case of a leap year), first commencing on the Reference Date. The parties shall allocate the purchase price between the land, improvements, furniture, fixtures, equipment, and goodwill as the parties may agree.

4. **Closing.** On the Closing Date Optionor shall issue, or cause the issuance of, a recordable Bargain and Sale Deed with Covenants as to Grantor’s Acts (the “**Deed**”) conveying merchantable title to the Property, which Deed shall convey the Property to Optionee, or its permitted nominee, subject only to the following permitted exceptions (“**Permitted Exceptions**”): (a) real estate taxes, special assessments or taxes arising after commencement of the Lease, (b) matters arising through, out of, or in connection with Optionee or any party claiming through Optionee and (c) rights of residents of the Property in possession. Optionor and Optionee shall also execute and deliver such other documents as are usual and customary in connection with the sale and purchase of a skilled nursing facility in New Jersey and to effect the transfer of the Personal Property, as defined in the Lease, to Optionee, including, without limitation, Bill of Sale, Affidavit of Title, FIRPTA, ALTA Statement, Assignment of Intangible Property, Transfer Declarations and Closing Statements. Upon Closing, Optionor and New Operator shall terminate the Lease. Closing shall take place through a standard form of deed and money escrow with such provisions as are necessary to comply with the terms hereof, to be established by Optionor and Optionee, and/or their respective attorneys, with the Title Company (as hereinafter defined). The cost of the escrow shall be evenly split between the parties.

5. **Title and Survey.** At least thirty (30) days prior to the Closing Date, Optionor shall deliver to Optionee, at Optionor’s sole expense, a then-current commitment for a title policy (the “**Title Commitment**”) to be issued by Madison Title Agency (the “**Title Company**”), in the amount of the Purchase Price showing title vested in Optionor, subject to the Permitted Exceptions, containing extended coverage over any general exceptions (with any

utility letters to be obtained by Optionee) and, if requested and paid for by Optionee, such additional endorsements as reasonably requested by Optionee, to the extent available in the State of New Jersey (the “**Title Endorsements**”). Optionee may order, at Optionor’s expense, a then-current ALTA/NSPS survey of the Real Property, as defined in the Lease (the “**Survey**”). If any defects appear on the Title Commitment or on the Survey not caused by the action or inaction of New Operator, Optionor shall have thirty (30) days to cure same, and the Closing Date shall be delayed until five (5) business days after such defects are cured, although matters which may be removed by payment of cash at Closing shall be so removed and paid by Optionor prior to or at the Closing. If such defects are not or cannot be so cured within such thirty (30) days (other than matters which can be cured by payment of cash at Closing, which Optionor shall be obligated to remove as provided hereinabove), within ten (10) days of being notified thereof, Optionee may:

- (a) accept title as it then is; or
- (b) withdraw and cancel the exercise of the Purchase Option, and continue the Lease, subject to any future exercise of the Purchase Option.

On the Closing Date, Optionor, at Optionor’s expense, will cause the Title Company to issue an ALTA owner’s policy of title insurance, or a New York style mark-up to the Title Commitment which shall act as an irrevocable and unconditional commitment to issue the same, in an amount equal to the Purchase Price, dated, or updated to, the Closing Date, insuring, or committing to insure, at the Title Company’s ordinary premium rates, Optionee’s good and marketable title in fee simple to the Real Property subject only to the Permitted Exceptions and including extended coverage over General Exceptions 1 through 5 inclusive. Notwithstanding anything to the contrary contained herein, it will be Optionee’s sole expense to obtain any Title Endorsements or lender’s policy of title insurance and record the Deed.

6. **Prorations.** Since New Operator will be leasing the Property pursuant to the terms of the Lease, other than as contemplated under the Lease, there shall be no proration for real estate taxes, assessments, utilities or other customarily proratable items. The amounts of (i) One Million and No/100 Dollars (\$1,000,000.00), (ii) any real estate tax and/or insurance escrows held by Optionor (if any), and (iii) any deposits held by Optionor on the Closing Date under the Lease shall be credited against the Purchase Price at Closing. Rent under the Lease will be prorated as of the Closing Date. There shall be no other prorations unless specifically set out in this Agreement.

7. **Financing.** The parties acknowledge and agree that Optionor may refinance the Property or place a new mortgage against the Property, provided, however, that any and all mortgages shall be paid off by Optionor at the time of Closing from the proceeds of sale.

8. **Transfer Tax.** Any state, county or local transfer, recordation or stamp tax or fee imposed on the transfer of the title shall be paid by the party responsible pursuant to statute, code or ordinance, if designated, or otherwise in accordance with local custom. For the avoidance of doubt, the Optionor shall be responsible for paying the New Jersey Realty Transfer Fee, and the Optionee will be responsible for the Mansion Tax, to the extent that such division of Realty Transfer Fee and Mansion Tax is market practice in Green Brook Township, New Jersey.

9. **No Representation.** Optionee acknowledges that it has reviewed all relevant data regarding the Property, that it has relied on no representations of Optionor or any other party with regard to this Agreement (except as specifically provided herein) or the execution hereof and that the prior negotiations between the parties or any representations with respect thereto shall in no way affect this Agreement or any of the provisions of this Agreement. Optionee acknowledges that the purchase of the Property shall be “AS-IS” and “WHERE-IS”.

10. **Optionee’s Failure to Close.** In the event that Optionee gives notice of its intent to exercise the Purchase Option, but thereafter fails to close on its purchase of the Property, which failure is not due to Optionor’s failure to comply with the terms of this Agreement or Optionor’s inability to deliver title to the Property as required hereunder, Optionee shall pay to Optionor any and all non-recurring costs and expenses incurred by Optionor in connection with Optionee’s exercise of the Purchase Option, including, but not limited to, attorneys’ fees. Such amount shall be paid to Optionor by Optionee within ten (10) days following receipt by Optionee of Optionor’s demand for and reasonable documentation of such costs. Such costs, however, shall not include any title, survey and other costs incurred by Optionor for items or services which Optionor can utilize in connection with any subsequent exercise of the Purchase Option to the extent of such subsequent credit. Optionee shall pay the cost for any updates of such items required in connection with any subsequent exercise. Optionee shall have subsequent right to re-exercise the Purchase Option in accordance with the terms and provisions of this Agreement.

11. **Optionor’s Failure to Close.** In the event that Optionee gives notice of its intent to exercise the Purchase Option but does not close its purchase of the Property due solely to Optionor’s failure to comply with the terms of this Agreement, Optionee may at its election either: (i) seek specific performance, in addition to any other rights or remedies available to it under this Agreement or under law or equity, or (ii) terminate this Agreement.

12. **Restrictions on Assignment.** Optionee may freely assign or transfer this Purchase Option. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and/or assigns.

13. **Prevailing Party Attorneys’ Fees.** In the event any dispute between the parties hereto results in litigation, the prevailing party shall be reimbursed for all reasonable costs, including, but not limited to, reasonable attorneys’ fees.

14. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey.

15. **Dispute Resolution.** The parties hereto agree that with respect to all disputes, problems or claims arising out of or in connection with this Agreement and all other agreements or other instruments executed in connection herewith (any of the foregoing a “**Dispute**”), the parties hereto shall, in good faith, use their reasonable best efforts to resolve the Dispute. If after such efforts the parties hereto are unable to resolve the Dispute within ten (10) days then, with the exception of any claim for specific performance hereunder, either party hereto may submit to final and binding arbitration before the American Arbitration Association (“**AAA**”), or its successor, pursuant to the Federal Arbitration Act, 9 U.S.C. Sec. 1 *et seq.* The parties hereto agree that the rules of the American Arbitration Association applicable to commercial

arbitrations shall apply to any such arbitration and that the Expedited Procedures under the Commercial Arbitration Rules shall apply. Either party may commence the arbitration process called for in this Agreement by filing a written demand for arbitration with AAA, with a copy to the other party. The arbitration will be conducted in accordance with the provisions of AAA Streamlined Arbitration Rules and Procedures in effect at the time of filing of the demand for arbitration. The parties will cooperate with AAA and with one another in selecting an arbitrator from AAA's panel of neutrals, and in scheduling the arbitration proceedings. The provisions of this Section 15 with respect to the arbitration before AAA may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the parties against whom enforcement is ordered. The fees and expenses of such arbitration shall be borne by the non-prevailing party, as determined by such arbitration. Upon the mutual agreement of the parties involved in the Dispute, the parties may submit to final and binding arbitration before any other recognized alternative dispute resolution company or organization. The parties hereto agree that this Section 15 has been included to rapidly and inexpensively resolve any disputes between them with respect to the matters described above, and that this paragraph shall be grounds for dismissal of any court action commenced by any party with respect to a dispute arising out of such matters.

16. **Counterparts.** This Agreement may be executed in counterparts, each of which shall for all purposes be deemed an original, and all of such counterparts shall together constitute one and the same agreement. This Agreement may be executed and delivered in .pdf format and such .pdf execution and delivery shall have the same force and effect as delivery of an original document with original signatures.

17. **Notices.** All notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered (i) upon the delivery (or refusal to accept delivery) by personal delivery, messenger or overnight express delivery service (or, if such date is not on a business day, on the business day next following such date), (ii) on the third (3rd) business day next following the date of its mailing by certified mail, postage prepaid, at a post office maintained by the United States Postal Service, or (iii) by electronic mail, addressed as follows:

If to Optionor:

Windsor Healthcare
100 McClellan Street
Norwood, NJ 07648
Attention: Joshua Jacobs
Email: JJacobs@windsorhc.com

If to Optionee:

c/o AristaCare Health Services
245 Birchwood Avenue
Cranford, New Jersey 07016
Attention: Heshy Klein
Email: Heshy@aristacare.com

with a copy to:

NBC Law
675 Third Avenue, Floor 8
New York, New York 10017
Attention: Brett Burnbaum,
Email: bburnbaum@nbclaw.com

with a copy to:

Gutnicki, LLP
4711 Golf Road, Suite 200
Skokie, Illinois 60076
Attention: Jeremy Meisel, Esq.
Email: JMeisel@gutnicki.com

or such other address that any party designates to the other by written notice given in the manner stated above. Any notice sent by electronic mail shall be deemed delivered upon transmission, so long as said transmission is evidenced by proof of said transmittal, and sent before 5:00 p.m. local time at the place of the recipient and if sent after 5:00 p.m. shall be deemed delivered on the next business day. Notices from Optionor or from counsel to Optionor shall for all purposes hereunder constitute notice from Optionor. Notices from Optionee or from counsel to Optionee shall for purposes hereunder constitute notice from Optionee.

18. **Holidays.** Whenever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday or legal holiday, such time for performance shall be extended to the next business day.

19. **Severability.** Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and each such provision shall be valid and remain in full force and effect.

20. **Amendments.** This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by the parties hereto.

21. **Recitals.** The recitals hereto are hereby incorporated by reference as though set forth fully herein.

22. **Sole Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement, and the parties acknowledge and understand that, upon completion, all such Exhibits shall be deemed to be made a part collectively hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereby have set their names and affixed their seals or caused their names to be set and affixed hereto on the date first above mentioned.

OPTIONOR:

**GREENBROOK MANOR REALTY,
LLC,**
a New Jersey limited liability company

By: _____
Name: Hyman Jacobs
Its: Manager

[Additional Signature Page to follow]

IN WITNESS WHEREOF, the parties hereby have set their names and affixed their seals or caused their names to be set and affixed hereto on the date first above mentioned.

OPTIONEE:

GK GREENBROOK REALTY LLC,
a New Jersey limited liability company

By: _____
Name: Sidney Greenberger
Its: Manager

EXHIBIT A
Legal Description