

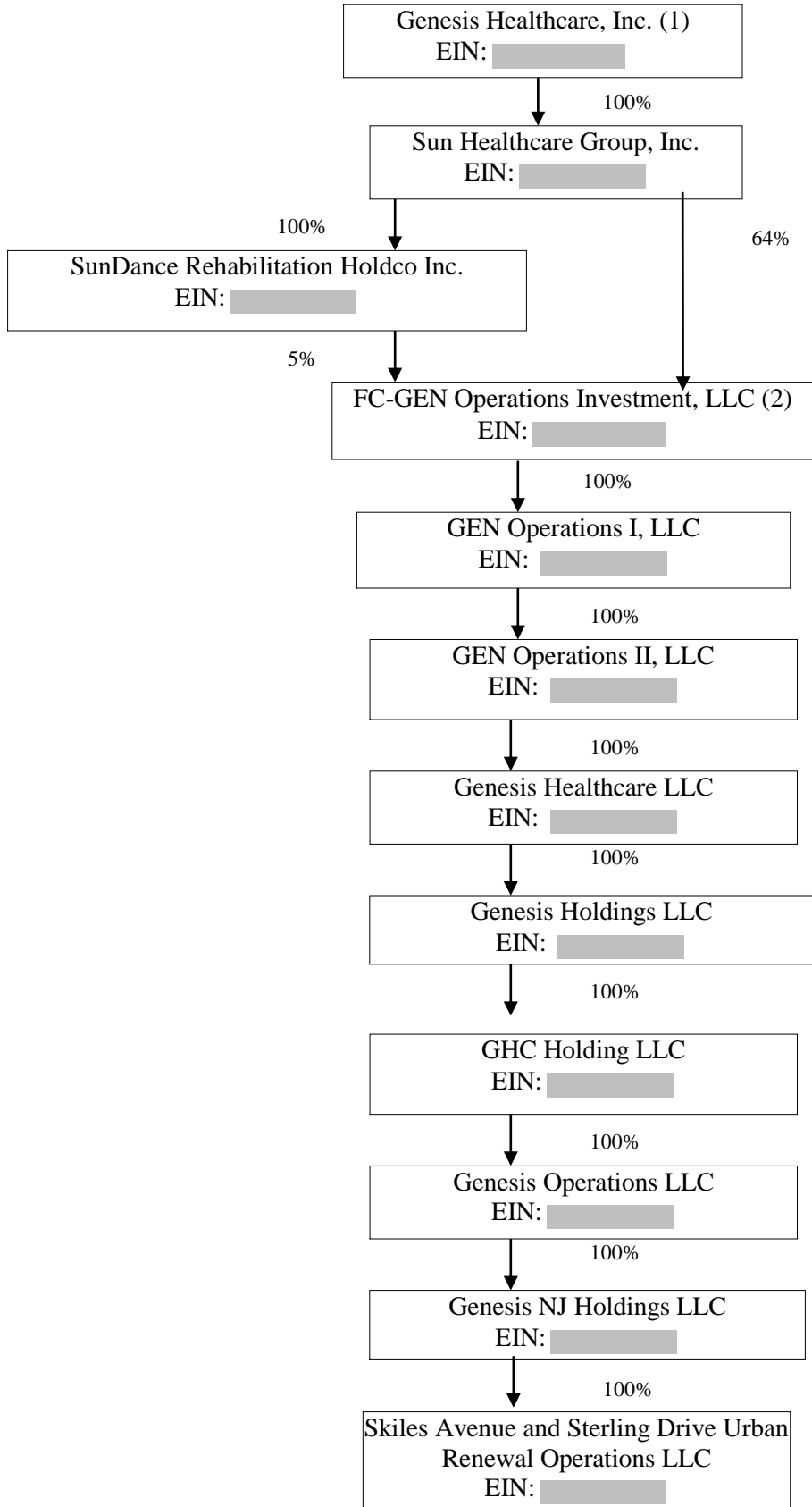
## CHOW APPLICATION SUMMARY

Date application filed:	4/11/2025
Name of facility:	Accelerate Skilled Nursing and Rehabilitation Piscataway
License number:	12056
Address:	10 Sterling Drive, Piscataway, NJ 08854
County:	Middlesex
Project Description:	This project involves the transfer of ownership of the facility from Skiles Avenue and Sterling Drive Renewal Operations LLC to 10 Sterling Drive Opco LLC. Post-closing, the name of the facility will be Aviate at Piscataway.
Licensed capacity:	124 LTC beds
Current Licensed Owner:	Skiles Avenue and Sterling Drive Renewal Operations LLC
Proposed Operator:	10 Sterling Drive Opco LLC
Current Property Owner:	WIP Tenant LLC
Post-Closing Manager:	N/A

230842400 v2

# Exhibit A

**ORGANIZATION CHART – ACCELERATE SKILLED NURSING  
AND REHABILITATION PISCATAWAY**



(1) Genesis Healthcare, Inc. is a widely held company whose stock is traded on the OTC Expert Market. There are over 5,000 stockholders of Genesis Healthcare, Inc., and to our information the following are the only holders who hold more than 5% on the date hereof:

a. HCCF Management Group XI, LLC -10.8%

EIN: [REDACTED]  
3820 Mansell Road  
Suite 280  
Alpharetta, GA 30022

Ownership

Arnold M. Whitman  
3820 Mansell Road  
Suite 280  
Alpharetta, GA 30022

b. ZAC Properties XI, LLC – 7.6%

EIN: [REDACTED]  
1617 JFK Boulevard  
Suite 545  
Philadelphia, PA 19103

Ownership

Steven E. Fishman  
1617 JFK Boulevard  
Suite 545  
Philadelphia, PA 19103

c. Welltower OP LLC – 5.5%

EIN: [REDACTED]  
4500 Dorr Street  
Toledo, OH 43615

Ownership

(publicly traded company on the New York Stock Exchange)

(2) Certain individuals and entities who are shareholders of Genesis Healthcare, Inc. also have ownership rights to collectively recognize 31% of the income or loss of FC-GEN Operations Investment, LLC and the related tax consequences of such income or loss, although the affairs of FC-GEN are managed exclusively by Sun Healthcare Group, Inc. as the Managing Member of FC-GEN.

(3) Genesis Healthcare, Inc. is a widely held company whose stock is traded on the OTC Expert Market. There are over 5,000 stockholders of Genesis Healthcare, Inc., and to our information the following are the only holders who hold more than 5% on the date hereof:

a. HCCF Management Group XI, LLC -10.8%

EIN: [REDACTED]  
3820 Mansell Road  
Suite 280  
Alpharetta, GA 30022

Ownership

Arnold M. Whitman  
3820 Mansell Road  
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c. Welltower OP LLC – 5.5%

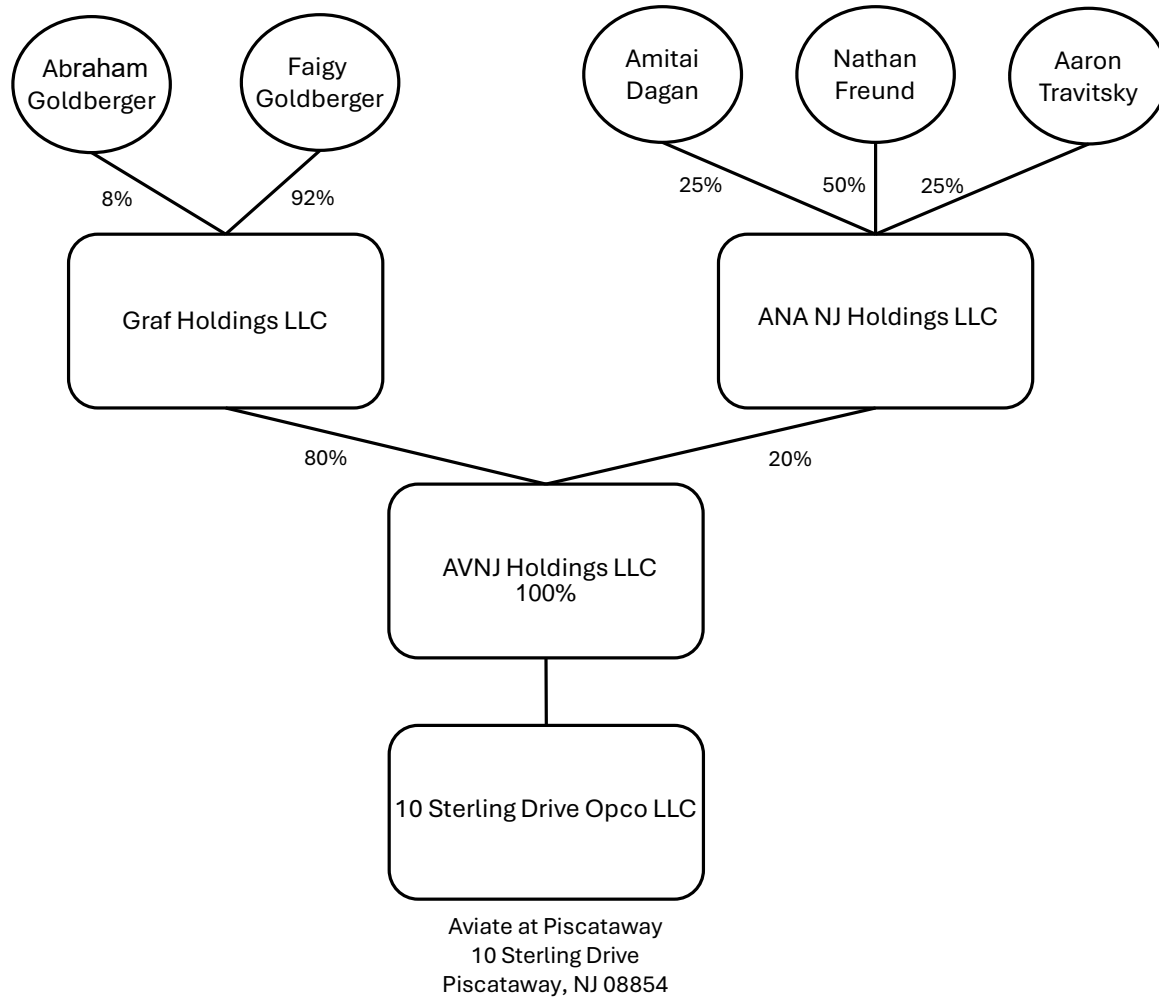
EIN: [REDACTED]  
4500 Dorr Street  
Toledo, OH 43615

Ownership

(publicly traded company on the New York Stock Exchange)

(4) Certain individuals and entities who are shareholders of Genesis Healthcare, Inc. also have ownership rights to collectively recognize 31% of the income or loss of FC-GEN Operations Investment, LLC and the related tax consequences of such income or loss, although the affairs of FC-GEN are managed exclusively by Sun Healthcare Group, Inc. as the Managing Member of FC-GEN.

# Post-Transaction Org Chart – Aviate at Piscataway



# Exhibit B

**SUBLEASE AGREEMENT**

by and between

INTEGRA WIP TENANT LLC  
a Delaware limited liability company

**as Sublessor**

**and**

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10 STERLING DRIVE OPCO LLC  
a Delaware limited liability company

**as Sublessee**

Effective Date: February 1, 2025

## SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (this “Sublease”) is entered into as of February 1, 2025, effective as of February 1, 2025 (the “Effective Date”) by and between INTEGRA WIP TENANT LLC, a Delaware limited liability company (“Sublessor”), and 10 STERLING DRIVE OPCO LLC, a New Jersey limited liability company (“Sublessee”).

### RECITALS

A. Those certain parties listed on Exhibit 2 (“Owners”), attached hereto are the owners of the real property situated in the State of New Jersey which is more particularly described on Exhibit 5 attached hereto and made a part hereof (the “Real Property”), upon which is built and there is currently operating the Facilities;

B. Sublessor leases the Subleased Property relating to the Facilities from Owners pursuant to that certain Master Lease Agreement, dated as of December 22, 2022 (as the same may be amended from time to time, the “Master Lease”) by and among Sublessor, as tenant, and Owner and certain other landlords, as landlords; and

C. Sublessee, desires to sublease the Subleased Property from Sublessor, all on the terms and conditions set forth herein.

### ARTICLE I - DEFINITIONS

1.1 The terms defined in this Article shall, for all purposes of this Sublease and all agreements supplemental hereto, have the meaning herein specified.

(a) “Adverse Event” means any one of the following: (a) there is an Event of Default under Section 19.1(a) in the payment of Base Rent, (b) Sublessee is otherwise in monetary default under this Sublease in the amount of \$20,000.00 or more after the expiration of any applicable notice and cure periods, or (c) there is an Event of Default under this Sublease not covered by clauses (a) or (b) of this definition, and the act or omission which is the subject of such Event of Default is also a default under the Loan Documents.

(b) “Affiliate” means any person, corporation, partnership, limited liability company, trust or other legal entity that, directly or indirectly, Controls, or is Controlled by, or is under common Control with Sublessee, Parent or Guarantor. Without limiting the generality of this definition, Sublessee, Parent and Guarantor are Affiliates of each other.

(c) “Anti-Corruption Laws” means any applicable Legal Requirements relating to bribery, extortion, kickbacks or other similar activities, including, without limitation, the U.S. Foreign Corrupt Practices Act, the United Kingdom Bribery Act, the Canada Corruption of Foreign Public Officials Act and any other applicable anti-bribery or anti-corruption laws.

(d) “Anti-Corruption and Anti-Terrorism Certificate” means Sublessee’s certification as to its compliance with Sections 16.7 and 16.8 of this Sublease in the form attached as Exhibit 1.

(e) “Anti-Terrorism Laws” means any Legal Requirements relating to terrorism, money laundering or similar activities, including, without limitation, Executive Order 13224, the USA Patriot Act, the laws comprising the Bank Secrecy Act, the Currency and Foreign Transactions Reporting Act of 1970, as amended, the laws administered by OFAC and any other applicable anti-terrorism or money laundering laws.

(f) “Annual Facility Budget” with respect to any Facility, means Sublessee’s projection of the Facility Financial Statement for the next fiscal year (or the 12 month rolling forward period, if applicable).

(g) “Annual Financial Statements” means (i) for each Sublessee, a balance sheet, statement of income, statement of cash flows and statement of shareholders’ equity for the most recent fiscal year on an individual facility and consolidated basis; and (ii) for each Facility, a Facility Financial Statement for the most recent fiscal year; it being agreed that all Annual Financial Statements shall be certified by the Sublessee’s or its Parent’s chief financial officer and, if so required by a Lender, the Annual Financial Statements shall be audited.

(h) “Average Daily Census” means, with respect to any Facility, the number determined by dividing the total resident days for such Facility during a specific month by the actual number of days contained in that month.

(i) “Bankruptcy Code” means the United States Bankruptcy Code set forth in 11 U.S.C. §101, et seq., as amended from time to time.

(j) “Blocked Person” means a person or entity with whom Sublessor is restricted from transacting business of the type contemplated by this Sublease by reason of the Anti-Terrorism Laws or because such person or entity is subject to Sanctions or is included on the OFAC Lists.

(k) “Business Day” means any day other than a Saturday, Sunday or national holiday.

(l) “Code” means the Internal Revenue Code of 1986, as amended.

(m) “Control” (and the correlative meanings of the terms “Controlled by” and “under common Control with”) means, with respect to any entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity.

(n) “Environmental Laws” means all federal, state and local laws, ordinances and policies the purpose of which is to protect human health and the

environment, as amended from time to time, including, but not limited to, (i) CERCLA; (ii) the Resource Conservation and Recovery Act; (iii) the Hazardous Materials Transportation Act; (iv) the Clean Air Act; (v) the Clean Water Act; (vi) the Toxic Substances Control Act; (vii) the Occupational Safety and Health Act; (viii) the Safe Drinking Water Act; and (ix) analogous state laws and regulations.

(o) “Excess Personal Property” has the meaning set forth in Section 38.5(a).

(p) “Facility” or “Facilities” means any facility located on a portion of the Real Property. Each Facility is named and described on Exhibit 2. “Facility” includes the Facility Property associated with such Facility.

(q) “Facility Allocation” means, at any time of reference, Sublessor’s reasonable estimation of the percent of Base Rent then payable hereunder that is properly allocable to the Facility in question, based on the then current Individual Facility EBITDAR for the Facility in question relative to the Portfolio EBITDAR for the same period.

(r) “Facility Financial Statement” means a financial statement for each Facility, which shall include the balance sheet, statement of income, statement of cash flows, a detailed listing of Qualified Capital Expenditures, the Annual Facility Configuration Statement attached as Exhibit 3 and Average Daily Census data in sufficient detail to show patient or resident mix in the form of total patient days, including, but not limited to, a breakdown of private pay, Medicare and Medicaid patients (if applicable). The statement of shareholders’ equity, occupancy Average Daily Census data (including payor mix) and statement of income shall include (i) a comparison of actual and budgeted revenues and expenses for the current period, year-to-date and year-over-year; (ii) a breakdown of patient and other revenues itemized by payor type; and (iii) a breakdown of operating and non-operating expenses, to the extent reasonably available, including an itemization of Facility rental expenses, management fees, bad debt expenses, interest expenses, depreciation expenses, amortization expenses and material non-recurring expenses.

(s) “Facility Property” means, with respect to a Facility, the portion of the Real Property on which such Facility is located, the Improvements on such portion of the Real Property, the Related Rights with respect to such portion of the Real Property, and Sublessor’s and Owner’s Personal Property with respect to such Facility.

(t) “Facility State” means the State in which a respective Facility is located.

(u) “Facility Uses” means the permitted uses relating to the operation of a Facility as a facility of the type and operating the number of units set forth on Exhibit 2 with respect to such Facility, together with, in all cases, respectively, usual and customary ancillary uses (it being agreed that such ancillary

uses include, without limitation, rehabilitation services, dialysis units and diagnosis and ultra-sound services).

(v) “Fixtures” means all permanently affixed equipment, machinery, fixtures and other items of real and/or personal property (excluding Sublessor’s and Owner’s Personal Property and Sublessee’s Property), including all components thereof, now and hereafter located in, on or used in connection with, and permanently affixed to or incorporated into the Improvements, including, without limitation, all furnaces, boilers, heaters, electrical equipment, heating, plumbing, lighting, ventilating, refrigerating, incineration, air and water pollution control, waste disposal, air cooling and air conditioning systems and apparatus, sprinkler systems and fire and theft protection equipment, built in oxygen and vacuum systems, towers and other devices for the transmission of radio, television and other signals, all of which, to the greatest extent permitted by law, are hereby deemed by the parties hereto to constitute real estate, together with all replacements, modifications, alterations and additions thereto.

(w) “Force Majeure” means strikes, lockouts, acts of God, acts of public enemy, war, enemy action, civil disturbance, accidents, fires, explosions, earthquakes, floods, national, state, or local emergencies, failure of transportation, strikes or other work interruptions by employees, governmental restrictions, inability to secure materials or labor by reason of priority or similar regulation or order of any governmental or regulatory body, or any other cause beyond the reasonable control of any party hereto, but, with respect to Sublessee’s obligations hereunder, the same shall not include the inability to possess funds to discharge such obligations hereunder.

(x) “Genesis Sub-Sublease” means the sub-sublease to be entered into between Sublessee and SKILES AVENUE AND STERLING DRIVE URBAN RENEWAL OPERATIONS LLC for the Facility.

(y) “Genesis Sub-Sublessee” means, SKILES AVENUE AND STERLING DRIVE URBAN RENEWAL OPERATIONS LLC, which entity, as of the Effective Date, is the licensed operator of the Facility.

(z) “Government Authorizations” means all permits, licenses (including the License), approvals, consents and authorizations required to comply with all Legal Requirements, including, but not limited to, (i) zoning permits, variances, exceptions, special use permits, conditional use permits and consents; (ii) the permits, licenses and approvals required for licensure and operation of each Facility in accordance with its respective Facility Uses; (iii) provider agreements and certifications as a provider under the federal Medicare and applicable state Medicaid programs; (iv) environmental, ecological, coastal, wetlands, air and water permits, licenses and consents; (v) curb cut, subdivision, land use and planning permits, licenses, approvals and consents; (vi) building, sign, fire, food, health and safety permits, licenses, approvals and consents; and (vii) architectural reviews, approvals and consents required under restrictive covenants.

(aa) “Government Related Person” means (i) any elected or appointed government official, member of the armed forces or member of a royal family; (ii) any officer or employee of a government or any department, agency or instrumentality of a government; (iii) any person acting in an official capacity for or on behalf of a government or any department, agency or instrumentality of a government; (iv) any officer or employee of a company or business owned or controlled in whole or part, directly or indirectly, by a government; (v) any officer or employee of a public international organization, such as the World Bank or the United Nations; (vi) any officer or employee of a political party or any person acting in an official capacity on behalf of a political party; (vii) any candidate for political office; and/or (viii) the spouse or immediate family member of any of the above.

(bb) “Governmental Authority” means any (i) government, governmental agency, department, bureau, office, commission, board, authority, or instrumentality, or division thereof, or court of competent jurisdiction, in each case whether foreign, federal, state, or local (county or city) or (ii) quasi-governmental authority exercising any authority under or for the account of any of the above and having jurisdiction over Sublessor, Sublessee, and/or any of the Facilities.

(cc) “Guarantor” means each of Abraham Goldberger and Nathan Freund, each an individual, and any permitted additional guarantor pursuant to the terms of the Guaranty.

(dd) “Guaranty” means the guaranty of this Sublease by Guarantor in favor of Sublessor in the form attached as Exhibit 16.

(ee) “Guaranty Event of Default” means any “event of default” under the Guaranty, subject to applicable cure and notice periods provided thereunder.

(ff) “Improvements” means all buildings, structures, Fixtures and other improvements of every kind on any portion of the Real Property, including, but not limited to, alleys, sidewalks, utility pipes, conduits and lines (on site and off site), parking areas and roadways appurtenant to the Real Property, passageways, curb cuts, and curbs adjoining the Real Property, now or hereafter situated upon any portion of the Real Property.

(gg) “Institutional Lender” means (i) any savings bank, a savings and loan association, a commercial bank or trust company (whether acting individually or in a fiduciary capacity), (ii) an insurance company organized and existing under the laws of the United States or any state thereof, (iii) a loan conduit or other similar investment entity which (a) is regularly engaged in the business of providing debt financing and (b) acts through an institutional trustee, (iv) an educational or eleemosynary institution, a federal, state, or municipal employee’s welfare, benefit, pension or retirement fund, any governmental agency or entity insured by a governmental agency, a credit union, trust or endowment fund, (v) any brokerage or investment banking organization regularly engaged in the business of

providing debt financing, or (vi) any combination of the foregoing entities and any other Person approved by Sublessor, such approval not to be unreasonably withheld, delayed or conditioned. “Institutional Lender” shall also mean any institutional trustee, servicer or fiduciary for the holders of bonds, notes, commercial paper or other evidence of indebtedness as part of a securitization of rated single or multi-class securities secured by, or evidencing ownership interests in, such debt.

(hh) “Legal Requirements” means all laws, regulations, rules, orders, writs, injunctions, decrees, certificates, requirements, agreements, conditions of participation and standards of any federal, state, county, municipal or other governmental entity, administrative agency, insurance underwriting board, architectural control board, private third party payor or accreditation organization, and any restrictive covenants applicable to the development, construction, condition or operation of any Facility by Sublessee, including, but not limited to, (i) zoning, building, fire, health, safety, sign and subdivision regulations and codes; (ii) certificate of need laws (if applicable); (iii) licensure to operate each Facility in accordance with its respective Facility Uses; (iv) Medicare and Medicaid certification requirements; (v) the ADA or employment-related laws or regulations; (vi) any Environmental Laws; and (vii) requirements, conditions and standards for participation in third party payor insurance programs, if applicable.

(ii) “Lender” means one or more lenders who from time to time provide the loan(s) evidenced and/or secured by the Loan Documents.

(jj) “Loan Documents” means the documents evidencing and/or securing one or more mortgage and/or mezzanine loans made by Lender to Owner, Sublessor and/or its Affiliates for which one or more of the Facilities or ownership interests therein are granted as security to the Lender, as the same may be amended, restated, supplemented, replaced, modified, or extended from time to time.

(kk) “Manager” means any manager under a management agreement entered into from time with respect to the Subleased Property in accordance with the terms of this Sublease.

(ll) “MOTA” means those certain Management and Operations Transfer Agreement(s), to be entered into effective as of February 1, 2025, by and between Sublessee and SKILES AVENUE AND STERLING DRIVE URBAN RENEWAL OPERATIONS LLC.

(mm) “Obligor Group Obligations” means all payment obligations of Sublessee, and/or Guarantor to Sublessor under this Sublease or the Guaranty.

(nn) “OFAC” means the Office of Foreign Assets Control, Department of the Treasury.

(oo) “OFAC Lists” means lists of known or suspected terrorists or terrorist organizations published by OFAC.

(pp) “Operations Transfer Date” means the “Operations Closing Date”, as such term is defined in the MOTA.

(qq) “Operating Standard” means the standard of care for residents of the Facilities at all times necessary to ensure a level of quality of care, safety and health consistent with Sublessee’s and its Affiliates’ past practices and in compliance with all applicable Legal Requirements and to maintain proper housekeeping.

(rr) “Organization State” means the State in which an entity is organized.

(ss) “Parent” means AVNJ Holdings LLC, a Delaware limited liability company.

(tt) “Periodic Financial Statements” means (i) for Sublessee, an unaudited balance sheet, statement of income and statement of cash flows for the most recent quarter; and (ii) for the Facility, an unaudited Facility Financial Statement for the most recent month. The statement of income shall include (a) a comparison of actual and budgeted revenues and expenses for the current period, year-to-date and year-over-year; (b) a breakdown of patient and other revenues itemized by payor type and (c) a breakdown of operating and non-operating expenses to the extent reasonably available, including, but not limited to, an itemization of facility rental expenses, management fees, bad debt expenses, interest expenses, depreciation expenses, amortization expense and material non-recurring expenses.

(uu) “Permitted Exceptions” means all easements, liens, encumbrances, restrictions, agreements and other title matters existing as of the Effective Date, any exceptions relating to any mortgages or other Loan Documents recorded against the Subleased Property, any Sub-Subleases permitted hereunder and any memorandum of lease made in complete accordance with Section 38.9, and any other matters coming into existence after the Effective Date if and to the extent approved in writing by Sublessor.

(vv) “Permitted Liens” means (i) liens granted to Sublessor or any Sublessor Affiliate; (ii) liens customarily incurred by Sublessee in the ordinary course of business for items not delinquent, including mechanic’s liens and deposits and charges under workers’ compensation laws; (iii) liens for taxes and assessments not yet due and payable; (iv) any lien, charge or encumbrance that is being contested in good faith pursuant to this Sublease; (v) the Permitted Exceptions; and (vi) purchase money financing and capitalized equipment leases for the acquisition of personal property provided, however, that Sublessee provides Sublessor and Owner with a nondisturbance agreement from the purchase money lender or equipment lessor in form and substance as may be satisfactory to Sublessor if the original cost of the equipment (on a per Facility basis) exceeds \$250,000.00; (vii) any easement granted by Sublessor, at Sublessor’s reasonable discretion, at the request of Sublessee which is necessary to (A) obtain utilities or other services for the Facilities in the

ordinary course of Sublessee's business or (B) satisfy requests from local authorities in respect of, without limitation, township projects; (viii) liens granted on the Collateral in respect of any working capital facilities of Sublessee in accordance with Article XXIV; and (ix) pledges of equity interests in Parent, Guarantor, or Sublessee to Institutional Lenders made in accordance with Article XXIV, the terms of which provide that any change of Control resulting from a foreclosure on any such pledges shall be subject to the reasonable consent of Sublessor.

(ww) "Personal Property Limitation" has the meaning set forth in Section 38.5(a).

(xx) "Purchase Option" has the meaning set forth in Section 26.2.

(yy) "Qualified Capital Expenditures" means the expenditures capitalized on the books of Sublessee for alterations, renovations, repairs and replacements to the Subleased Property including without limitation any of the following: replacement of furniture, fixtures and equipment, including refrigerators, ranges, major appliances, bathroom fixtures, doors (exterior and interior), central air conditioning and heating systems (including cooling towers, water chilling units, furnaces, boilers and fuel storage tanks) and major replacement of siding; major roof replacements, including major replacements of gutters, downspouts, eaves and soffits; major repairs and replacements of plumbing and sanitary systems; overhaul of elevator systems; major repaving, resurfacing and sealcoating of sidewalks, parking lots and driveways; and repainting of entire building exterior; but excluding major alterations, renovations, additions (consisting of expansions of any Facility, including construction of a new wing or a new story on any Facility) and normal maintenance and repairs.

(zz) "Receivables" means (i) all of Sublessee's rights to receive payment for providing resident care and services as set forth in any accounts, contract rights and instruments, and (ii) those documents, chattel paper, inventory proceeds, provider agreements, participation agreements, ledger sheets, files, records, computer programs, tapes and agreements relating to Sublessee's rights to receive payment for providing resident care services.

(aaa) "Real Property" means the real property described in Exhibit 5 attached hereto which is owned in fee by, or ground leased to, Owner.

(bbb) "REIT" means a real estate investment trust as defined in Section 856 of the Code.

(ccc) "REIT Income Conditions" means that any income payable to Sublessor under this Sublease shall not fail to constitute, or be deemed to constitute, "qualifying income" (as defined in Section 856 of the Code) with respect to any REIT or cause an "independent contractor" (as such term is defined in Section 856(d)(3) of the Code) of any REIT to fail to be treated as an independent contractor.

(ddd) “REIT Requirements” has the meaning set forth in Section 38.5(c).

(eee) “Related Rights” means all easements, rights (including unit or bed operating rights) and appurtenances relating to the Real Property and the Improvements.

(fff) “Sanctions” means any economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (i) the United States government (including, without limitation, OFAC) or (ii) the United Nations Security Council, the European Union or any member state thereof, Her Majesty’s Treasury of the United Kingdom or other relevant sanctioning authority.

(ggg) “Special Focus Facility” means a skilled nursing facility that is identified as a special focus facility or a special focus facility candidate and is included on the current Special Focus Facility List that is maintained by CMS and posted on the CMS website (<https://www.cms.gov/Medicare/Provider-Enrollment-and-Certification/CertificationandCompliance/Downloads/SFFList.pdf>).

(hhh) “Sublease Year” means each twelve-month period commencing on the Commencement Date.

(iii) “Subleased Property” means all of the Real Property, Improvements, Related Rights, and Sublessor’s and Owner’s Personal Property.

(jjj) “Sublessee’s Property” means all consumable inventory and supplies and other personal property installed, placed or used on the Subleased Property which is owned by Sublessee or leased by Sublessee from third parties.

(kkk) Sublessor Competitor shall mean any of (a) the entities listed on Exhibit 4 attached hereto and any Affiliate of any of them and (b) any other person or entity reasonably designated a “Sublessor Competitor” by Sublessor from time to time in a notice to Sublessee or any Affiliate of Sublessee.

(lll) “Sublessor’s and Owner’s Personal Property” means all personal property owned by Sublessor and Owner on the Effective Date and located at the Facility, including, without limitation, all personal property listed on any bills of sale delivered to Owner in connection with the Facility, together with any and all replacements thereof, and all personal property that pursuant to the terms of this Sublease becomes the property of Owner during the Term.

(mmm) “Sub-Sublease” means the sub-sublease of the Facility made from time-to-time to the Sub-Sublessee, and, until the Operations Transfer Date, “Sub-Sublease” shall also be deemed to mean the Genesis Sub-Sublease.

(nnn) “Sub-Sublessee” means, collectively, one or more sub-sublessees who from time-to-time Sub-Sublease the Facility from Sublessee and which entity is or will be the applicant of the change of ownership applications related

to the health care License for the Facility, and, until the Operations Transfer Date, “Sub-Sublessee” shall also be deemed to mean the Genesis Sub-Sublessee.

(ooo) “Taxes and Assessments” means (i) taxes (including, without limitation, all capital stock and franchise taxes of Sublessor imposed by the Facility State or any governmental entity in the Facility State due to this lease transaction or Sublessor’s ownership of the Subleased Property and the income arising therefrom, or due to Sublessor being considered as doing business in the Facility State because of Sublessor’s ownership of the Subleased Property or lease thereof to Sublessee, but excluding any income, capital gain or similar income or earnings based tax imposed on Sublessor), all real estate and personal property, ad valorem, sales and use, business or occupation, single business, gross receipts, commercial activity, transaction privilege, rent or similar taxes; (ii) assessments (including, without limitation, all assessments for public improvements or benefits, whether or not commenced or completed prior to the Effective Date and whether or not to be completed within the Term); (iii) ground rents, water, sewer or other rents and charges, excises, tax levies and fees (including, without limitation, Government Authorization, inspection, and similar fees); (iv) all taxes imposed on Sublessee’s operations of the Subleased Property, including, without limitation, employee withholding taxes, income taxes and intangible taxes; (v) [Reserved]; and (vi) all Government Authorization fees and other governmental charges, in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen, of every character in respect of the Subleased Property or any part thereof and/or the Rent (including all interest and penalties thereon due to any failure in payment by Sublessee), which at any time prior to, during or in respect of the Term may be assessed or imposed on or in respect of or be a lien upon (a) Sublessor or Sublessor’s interest in the Subleased Property or any part thereof; (b) the Subleased Property or any part thereof or any rent therefrom or any estate, right, title or interest therein; or (c) any occupancy, operation, use or possession of, or sales from, or activity conducted on, or in connection with the Subleased Property or the leasing or use of the Subleased Property or any part thereof.

(ppp) “Uniform Commercial Code” means, the Uniform Commercial Code as in effect on the date hereof in the State of Delaware; provided that, if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection or priority of the security interest in any item or portion of the collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Delaware (“Other UCC State”), “Uniform Commercial Code” means the Uniform Commercial Code as in effect in such Other UCC State for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or priority.

(qqq) “Urgent Matter” means a matter as to which any one or more of the following are true: (i) it involves imminent peril to safety or health, (ii) it subjects Sublessor or Owner (or any Sublessor Party) to any criminal liability, (iii) it subjects the Facility or any part thereof to being imminently condemned, forfeited or vacated, or subjects any portion of the Facility not to be permitted to be used or

occupied for the purposes that would otherwise be permitted, and/or (iv) it subjects Sublessor to being in breach under its Loan Documents.

(rrr) All other capitalized terms shall have the respective means ascribed thereto elsewhere this Sublease.

## ARTICLE II - SUBLEASED PROPERTY

2.1 Subleased Property. Sublessor, for and in consideration of the rents, covenants and agreements hereinafter reserved, mentioned and contained on the part of the Sublessee, its successors and assigns, to be paid, kept and performed, hereby leases unto Sublessee the Subleased Property for the term hereinafter specified, for use and operation therein and thereon of the Facilities for the Facility Uses, in substantial compliance with all Legal Requirements.

2.2 This Sublease is, and shall be at all times, subject and subordinate to the Master Lease and to all matters to which the Master Lease is subject and subordinate.

2.3 Reserved.

## ARTICLE III - TERM OF SUBLEASE

3.1 The term of this Sublease (the "Term") shall begin and be effective as of the Effective Date (sometimes also referred to as the "Commencement Date"), and shall expire on December 31, 2042 (the "Expiration Date"), unless sooner terminated or extended as hereinafter provided.

## ARTICLE IV - RENT

4.1 Sublessee shall pay to Sublessor, or as Sublessor shall direct, without demand, deduction or offset for any reason whatsoever except as herein specifically provided, as fixed annual base rent ("Base Rent") for the Subleased Property, and all other and additional payments to be made by Sublessee as provided in this Sublease, the amounts provided in Exhibit 6 attached hereto and made a part hereof, to be paid in equal monthly installments except as otherwise set forth in Exhibit 6. All payments of Rent (as hereinafter defined), together with any and all tax and insurance deposits provided for in this Sublease, shall be paid in advance on the first day of each month; provided, however, that to the extent that the Commencement Date occurs on any day other than the first day of the month, Rent for such partial month ("Stub Period") shall be prorated based on the number of days in such month and shall be paid on the Commencement Date. Unless otherwise notified in writing, Sublessee shall deliver all rental payments payable to Sublessor as directed by Sublessor.

4.2 This Sublease is and shall be deemed and construed to be a triple net lease and the Base Rent specified herein shall be net to Sublessor in each year during the Term of this Sublease, without abatement, deduction, recoupment or setoff except as explicitly set forth herein. In addition to Base Rent, the Sublessee shall pay all costs, expenses and

obligations (ordinary and extraordinary) of every kind whatsoever relating to the Subleased Property which may arise or become due during the Term of this Sublease and all other sums of money due or payable to Sublessor under the provisions of this Sublease (collectively "Additional Rent," and together with Base Rent, collectively, "Rent"), including, but not limited to, the payment of property taxes, the maintenance of insurance policies, maintenance and repairs to the Subleased Property, funding any reserves and all other payments, in all cases as required under this Sublease. Sublessee hereby agrees to indemnify, defend and hold harmless Sublessor against any such costs, expenses and obligations, but expressly excluding any cost or expense pursuant to the Master Lease not required to be paid by Sublessee hereunder, including base rent pursuant to the Master Lease.

4.3 All Rent, together with all deposits required in this Sublease (unless otherwise provided in this Sublease) and together with all sales tax due in connection with such payments, shall be paid on or prior to the first (1st) day of each month. Unless otherwise notified in writing, all checks shall be made payable as directed by Sublessor and shall be sent to Sublessor at the place designated by Sublessor or shall be paid via wire transfer, or via "ACH" transfers, in all cases pursuant to instructions therefor provided by Sublessor from time to time.

4.4 Except as otherwise specifically provided herein, no reduction in the number of licensed beds shall entitle Sublessee to any reduction or adjustment of the Base Rent or Additional Rent payable hereunder shall be and continue to be payable by Sublessee in the full amount set forth herein notwithstanding any such reduction in the number of licensed beds.

#### ARTICLE V - LATE CHARGES

5.1 If: (a) payment of any sums required to be paid or deposited by Sublessee to Sublessor under this Sublease, or (b) payments made by Sublessor under any provision hereof for which Sublessor is entitled to reimbursement by Sublessee, shall become overdue beyond three (3) calendar days after such are due and payable as set forth in this Sublease, a late charge equal to the greater of four percent (4%) per month or the default rate charged by Lender on the sums so overdue shall be immediately due and payable to Sublessor and said late charges shall be payable on the first (1st) day of the month next succeeding the month during which Sublessor give notice of the incurrence of a late charge to Sublessee. Notwithstanding the foregoing, no late charge shall be assessed while any sums required to be paid or deposited by Sublessee under this Sublease, other than Base Rent or Taxes and Assessments, are being reasonably disputed by the Sublessee. In addition, Sublessee shall be liable to Sublessor for any late charges due under the Loan Documents, which accrue as a result of (i) payment of any sums required to be paid or deposited by Sublessee to Sublessor under this Sublease; or (ii) payments made by Sublessor under any provision hereof for which Sublessor is entitled to reimbursement by Sublessee. Sublessee agrees that any such late charges shall not be deemed to be a penalty, but shall be deemed to be liquidated damages because of the impossibility of computing the actual amount of damages in advance. If nonpayment of any late charges shall occur, Sublessor shall have, in addition to all other rights and

remedies, all the rights and remedies provided for herein and by law in the case of nonpayment of Rent. No failure by Sublessor to insist upon the strict performance by Sublessee of Sublessee's obligations to pay late charges shall constitute a waiver by Sublessor of its rights to enforce the provisions of this Article in any instance thereafter occurring, and nothing contained herein shall be deemed to be a waiver of or limitation on the right of Sublessor from declaring an Event of Default, as defined herein because of Sublessee's failure to make any payment due hereunder when such payment was due.

#### ARTICLE VI - PAYMENT OF TAXES AND ASSESSMENTS

6.1 Sublessee will pay, as Additional Rent, before any fine, penalty, interest or cost may be added thereto for the nonpayment thereof, all Taxes and Assessments. Sublessor shall provide to Sublessee copies of any bills received by it for Taxes and Assessments. Except for taxes for which Sublessee shall make deposits with Sublessor or Lender in accordance with the provisions of Article VII, not later than five (5) days prior to the due date for such Taxes and Assessments or five (5) days following its receipt of the bill therefor (whichever is later), Sublessee shall pay to Sublessor or, at the direction of Sublessor, directly to the relevant authority the amount of Taxes and Assessments due. At the request of Sublessee, within five (5) days of any payment by Sublessor of the Taxes and Assessments, a copy of the paid stamped bill or other evidence of payment shall be delivered to Sublessee.

6.2 Any Taxes and Assessments relating to a fiscal period of any authority, a part of which is included within the Term of this Sublease and a part of which is included in a period of time before or after the Term of this Sublease, shall be adjusted pro rata between the party contractually responsible for the payment thereof for such prior period and Sublessee pursuant to the operations transfer agreement applicable at the commencement of the Term (and similarly with respect to a subsequent responsible party at the end of the Term), and each party shall be responsible for its pro rata share of any such Taxes and Assessments.

6.3 Nothing herein contained shall require Sublessee to pay income taxes assessed against Sublessor or its beneficiary, or capital levy, franchise, estate, succession or inheritance taxes of Sublessor or its beneficiary or any intangibles, stamp or transfer tax payable with respect to any mortgage or deed of trust required pursuant to any Loan Documents or any deed pursuant to a sale or other transfer of the Subleased Property by and for the benefit of Sublessor.

6.4 Sublessee shall have the first option to contest the amount or validity, in whole or in part, of any Taxes and Assessments by appropriate proceedings diligently conducted in good faith, but only after payment of such Taxes and Assessments, unless such payment would operate as a bar to such contest or interfere materially with the prosecution thereof, in which event, Sublessee may postpone or defer such payment only if all of the following conditions are met:

(a) Neither the Subleased Property nor any material Government Authorization nor any part thereof would by reason of such postponement or deferment be in danger of being forfeited or lost, and

(b) Sublessee shall have deposited with Sublessor, to be held in trust, cash or securities in an amount (against which Sublessee shall receive a credit equal to the amount pertaining to the period such Taxes and Assessments are being contested held by Sublessor pursuant to the terms of Section 7.1 hereof) equal to one hundred five percent (105%) of the amount of such Taxes and Assessments, including the amount of any interest thereon and penalties in connection with the nonpayment thereof, which at such time shall be actually due and payable but only after the such Taxes and Assessments are actually due and payable, and such additional amounts from time to time as may be necessary to keep on deposit at all times an amount equal to one hundred five percent (105%) of such Taxes and Assessments at any time actually due and payable, together with all interest, costs and penalties in connection therewith and all charges that are assessed against or become a charge on the Subleased Property or any part thereof in such proceedings; and

(c) Sublessee shall comply with Lender's requirements for a tax contest as if Sublessee were the mortgagee or borrower under the Loan Documents.

Notwithstanding anything contained in this Article VI to the contrary, if Sublessee has declined to contest, Sublessor shall have the right to contest the amount or validity of any Taxes and Assessments.

If held by Sublessor, the cash so deposited shall be deposited by Sublessor in an interest bearing account and the cash or securities so deposited shall be held by Sublessor until the final resolution of such contest and any lien filed against the Subleased Property shall have been released and discharged, and shall thereupon be returned to the Sublessee, plus any accrued interest, less the amount of any loss, cost, damage and reasonable expense (including, without limitation, attorneys' fees and investment expenses) that Lender or Sublessor may sustain in connection with the Taxes and Assessments so contested. In the event Lender holds the sum required to be deposited by this Section 6.4, Sublessor shall only pay Sublessee interest if Lender pays Sublessor interest and such interest shall be paid to Sublessee at the same interest rate and with the same deductions as paid to Sublessor by Lender.

6.5 Upon the termination of any such proceedings, Sublessee shall pay the amount of such Taxes and Assessments or part thereof as finally determined in such proceedings, the payment of which may have been deferred during the prosecution of such proceedings, together with any costs, fees, interest, penalties, or other liabilities in connection therewith, and such payment, at Sublessee's request, shall be made by Sublessor out of the amount deposited with respect to such Taxes and Assessments and accrued interest as aforesaid. In the event such amount is insufficient, then the balance due shall be promptly paid by Sublessee. In the event the amount of funds deposited by Sublessee with respect to any such contested Taxes and Assessments plus any accrued interest thereon is in excess of such Taxes and Assessments due as finally determined in such proceeding (including any costs, fees, interest, penalties or other liabilities in

connection therewith), then such excess funds shall be promptly returned to Sublessee by Sublessor.

6.6 Sublessor shall not be required to join in any proceedings referred to in this Article, unless the provisions of any law, rule or regulation at the time in effect shall require that such proceedings be brought by or in the name of Sublessor in which event Sublessor shall join in such proceedings or permit the same to be brought in its name and Sublessee shall pay for all costs in connection therewith. Sublessor shall not ultimately be subjected to any liability for the payment of any costs or expenses in connection with any such proceedings, and Sublessee will indemnify, defend and save harmless Sublessor from any such costs and expenses, including, without limitation, reasonable attorneys' fees, as a result of such proceedings. Sublessee shall be entitled to any refund of any real estate taxes and penalties or interest thereon received by Sublessor to the extent such amounts were previously paid or deposited in full by Sublessee. Sublessor agrees that it will reasonably assist Sublessee to provide any necessary information and execute any necessary documents in connection with proceedings referred to in this Article. The foregoing indemnity shall survive the expiration or earlier termination of this Sublease.

6.7 During the continuance of an Adverse Event, in the event that Sublessor determines in its reasonable judgment that it is not being adequately represented by Sublessee's counsel in any proceedings referred to in this Article, Sublessor may upon ten (10) days' prior written notice to Sublessee, obtain separate counsel to represent it in such action. In such event, the cost of such counsel shall be paid by Sublessor. In the event that Sublessor determines, in its reasonable judgment, that Sublessee has abandoned any contest referred to in this Article or that Sublessee is not pursuing any such contest with due diligence, Sublessor may, upon ten (10) days' prior written notice to Sublessee, if the Taxes and Assessments so contested by Sublessee has not theretofore been paid, pay such Taxes and Assessments from the amounts deposited by Sublessee pursuant to the terms of Section 6.4 above.

6.8 If any income profits or revenue tax shall be levied, assessed or imposed upon the income, profits or revenue arising from the Rent payable hereunder, partially or totally in lieu of or as a substitute for real estate taxes imposed upon the Subleased Property, then Sublessee shall be responsible for the payment of such tax.

## ARTICLE VII - TAX DEPOSITS

7.1 At Sublessor's election, Sublessee shall make monthly real estate tax deposits with Sublessor, in an amount equal to 1/12th of the Taxes and Assessments assessed against the Subleased Property for the preceding tax year for real estate taxes (or, if higher, 1/12th of Sublessor's good faith estimate of the coming tax year's real estate taxes). Said deposits shall be due and payable to Sublessor on the first (1st) day of each month. The deposits shall be held by Sublessor to pay the real estate taxes as they become due and payable. If the amount of Sublessee's payments as made under this Article shall be less than the total amount due of the real estate taxes, then Sublessee shall pay to Sublessor the amount necessary to make up the deficiency in the initial Sublease Year and thereafter shall pay the full deficiency no later than ten (10) days prior to the

due date of such tax bill. In the event that Sublessee has timely paid all sums due under this Section 7.1 in accordance with the terms and conditions hereof, and Sublessor or Lender fail to pay the real estate taxes when due, Sublessor or Lender shall be solely responsible for any late charges or loss which is a result of its failure to make timely payment hereunder. Not later than five (5) days following its receipt thereof, Sublessee shall provide to Sublessor copies of any bills received by it for Taxes and Assessments. Within five (5) days of any direct payment by Sublessee of the Taxes and Assessments, a copy of the paid tax bill shall be delivered to Sublessor.

7.2 At Sublessor's election, Sublessee shall make monthly deposits for insurance premiums with Sublessor, in an amount equal one twelfth (1/12<sup>th</sup>) of the property insurance premiums for the applicable Sublease Year. Provided that Sublessee at all times complies with the immediately preceding sentence, Sublessee shall suffer no liability hereunder in the event that the property insurance premiums are not timely paid to the insurance company, and Sublessor shall be liable to Sublessee to the extent such nonpayment causes liability to Sublessee, provided that Sublessee timely provided copies all such insurance bills. The deposits, if applicable, for insurance deposits, shall be due and payable on the first (1<sup>st</sup>) day of each month as Additional Rent. Not later than five (5) days following its receipt thereof, Sublessor shall provide to Sublessee copies of any insurance bills received by it, if not paid by directly by Sublessee. At the request of Sublessee, within five (5) days of any payment by Sublessor of property insurance premiums, a copy of the paid insurance bill or evidence of payment of the property insurance premiums shall be delivered to Sublessee.

7.3 All amounts required to be deposited pursuant to this Article VII shall be held for the benefit of Sublessee for the purposes set forth herein; provided that upon the occurrence of an Event of Default hereunder Sublessor may elect in its discretion to apply such amounts to obligations of Sublessee under this Sublease, in Sublessor's discretion.

7.4 Notwithstanding anything to the contrary herein, if Lender requires monthly payments, at any time, under the terms of the Loan Documents, Sublessee will make an initial (on the Commencement Date or such later date) and monthly real estate tax deposits with Lender, in an amount as required by Lender.

## ARTICLE VIII - OCCUPANCY

8.1 During the Term of this Sublease, the Subleased Property shall be used and occupied by Sublessee for the Facility Use, and for no other purpose. Sublessee shall at all times during the Term maintain in good standing and in full force and effect, without any restrictions other than those, if any, existing as of the Effective Date solely due to acts of the prior operator, including without limitation, Facility being identified as a Special Focus Facility, any initial and renewal license (the "License") issued by the applicable state licensing authority ("SLA") and any other governmental agencies governing the operation of the Subleased Property for the Facility Uses.

8.2 Sublessee will not suffer any act to be done or any condition to exist on the Subleased Property which may be dangerous or which may, in law, constitute a public or

private nuisance or which may void or make voidable any insurance then in force on the Subleased Property.

8.3 Upon termination of this Sublease for any reason, Sublessee will return to Sublessor the Subleased Property, in each case in the same condition as existed on the Commencement Date, reasonable wear and tear excepted, and licensed by the State in which the Facility is located by the applicable SLA as a facility operated for the Facility Use with unrestricted licenses in full force and good standing for no less than the number of skilled operating beds as identified on Exhibit 2 (as the same may be adjusted during the Term as expressly provided herein) provided Sublessee shall not be liable for a reduction of beds due to a mandate by a governmental authority with jurisdiction over the Facilities which was not due to any breach, Event of Default, or other wrongful acts or omissions of Sublessee or any Affiliate of Sublessee. Except as otherwise specifically provided herein, no reduction in the number of licensed beds shall entitle Sublessee to any reduction or adjustment of the Rent payable hereunder, which shall be and continue to be payable by Sublessee in the full amount set forth herein notwithstanding any such reduction in the number of licensed beds. Sublessee shall, within five (5) Business Days following its receipt thereof, provide Sublessor with a copy of any notice from the applicable SLA or any federal, state or municipal governmental agency or authority regarding any reduction in the number of licensed beds and Sublessor shall have the right to contest, by appropriate legal or administrative proceedings, any such reduction.

8.4 During the Term of this Sublease, Sublessee shall use the Subleased Property in accordance with Environmental Laws and shall not use nor permit the Subleased Property to be used for the treatment, storage or disposal of any Hazardous Substances (as hereinafter defined) nor for any purpose involving the use of the Hazardous Substances; provided, however, that Sublessee may use in and store at the Facilities such materials and substances as are customarily used in skilled nursing facilities but only in such quantities as are reasonably necessary for the routine business operation of each Facility. For purposes hereof "Hazardous Substances" shall mean any toxic or hazardous waste or pollutants, or substances, including, without limitation, asbestos, PCB's, petroleum products and by products, substances defined or listed as: "Hazardous Substances" or "Toxic Substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., "Hazardous Materials" in the Hazardous Materials Transportation Act, 49 U.S.C. § 1802, et seq., "Hazardous Waste" in The Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., any chemical substance or mixture regulated under the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. § 2061, et. seq., any "Toxic Pollutant" under the Clean Water Act, 33 U.S.C. § 1251, et seq., as amended, any "Hazardous Air Pollutant" under the Clean Air Act, 42 U.S.C. § 7401, et seq., and any hazardous or toxic substance or pollutant regulated under any other applicable federal, state or local Environmental Laws. Sublessee hereby agree to indemnify, defend and hold Sublessor harmless from and against, and shall reimburse Sublessor for, any loss, claim, liability, damages, injunctive relief, injuries to persons, property or natural resources, costs, expense, action and causes of action in connection with the use, generation, treatment, storage, release or disposal of Hazardous Substances at or from the Subleased Property in respect of the Term hereof, including, without limitation, the cost of any

required or necessary repair, cleanup or detoxification and the preparation of any closure or other required work to be performed, to the full extent that such action is attributable, directly or indirectly, to the use, generation, treatment, storage, release or disposal of Hazardous Substances on the Subleased Property during the Term hereof. The foregoing indemnity shall survive the expiration or earlier termination of this Sublease.

8.5 In no event shall Sublessee relocate any of the licensed beds or certificate of need rights at the Facilities to another location, or otherwise reduce the number of licensed beds, without Sublessor's express written consent, which may be withheld in Sublessor's sole discretion. Any action taken by Sublessee in connection with any of the foregoing matters without Sublessor's express written consent shall be void and of no force and effect. Without limiting the foregoing, Sublessee may change room layouts and bed mix (provided no wall or other structural changes are required), but with the written consent of Sublessor, such consent not to be unreasonably withheld, provided consent shall be deemed given if no response is provided within ten (10) Business Days after receipt of written notice provided both by email and by mail. Any and all Government Authorizations including, without limitation, any bed rights with respect to any of the Facilities, to the extent permitted under applicable Legal Requirements, shall be deemed "Related Rights" and thus the property of Sublessor and included in the Subleased Property hereunder. In the event any Facility adds any licensed beds during the Term, then to the extent permitted by applicable Legal Requirements, such additional beds shall become part of the Subleased Property and all rights with respect thereto shall be the property of Owner and may not be subsequently removed or transferred by Sublessee.

## ARTICLE IX - INSURANCE

9.1 At Sublessee's expense, Sublessee shall maintain, or shall cause to be maintained, in full force and effect during the Term the following property insurance policies insuring the Subleased Property:

(a) A "Causes of Loss-Special Form" policy or policies insuring against physical loss or damage to insurable Improvements and Sublessor's Personal Property and business interruption resulting from damage caused by the perils insured under a Causes of Loss-Special Form policy and the additional perils of named storms, flood, earthquake (if the Subleased Property is located, in whole or in part, within a Seismic Design Category B, C, D or E as defined by the Federal Emergency Management Agency ("FEMA") and illustrated in FEMA Earthquake Hazard Maps), sinkholes (if the Subleased Property is located, in whole or in part, within an area prone to sinkholes), and terrorism (the "Property Policy"). The Property Policy shall include business interruption coverage on an actual loss sustained basis during the period of restoration and an extended period of indemnity of at least six months, including extra expense coverage, and coverage for loss caused by enforcement of ordinances or laws including demolition costs and increased cost of construction. The Property Policy shall be written in the amount of the full replacement value (as defined in Section 9.6) of the insurable Improvements and Sublessor's Personal Property, plus the business interruption value. Coverage for named storms, flood,

earthquake, sinkholes, and terrorism shall be provided in limits or sub-limits reasonably acceptable to Sublessor. All limits are to be written on an agreed amount basis and shall not be subject to coinsurance or penalties. Sublessor and Owner shall be named as an additional insured and loss payee (or mortgagee, if applicable) on each policy as its interest may appear. Each policy shall provide a waiver of subrogation in favor of Sublessor and Owner.

(b) If improvements comprising the Subleased Property is located, in whole or in part, within a Special Flood Hazard Area(s) (“SFHA”) as determined by the Federal Emergency Management Agency, supplemental insurance through the National Flood Insurance Program (“NFIP”) with a building limit equal to the lesser of the full replacement cost of the building; the maximum limit available through the NFIP; or the amount of the deductible for SFHA locations within the “Causes of Loss-Special Form” property insurance required above. Sublessor shall be named as an additional insured and loss payee (or mortgagee, if applicable) on each policy.

(c) Equipment breakdown insurance, covering physical loss or damage resulting from an accident to or breakdown of covered equipment including equipment that generates, transmits or utilizes energy, including electronic communications and data processing equipment or equipment which, during normal usage, operates under vacuum or pressure other than the weight of its contents. Accident or breakdown shall include mechanical breakdown; artificially generated electrical current that damages electrical devices, appliances or wires; explosion; an event inside hot water boilers or heaters, steam boilers, pipes, engines or turbines that damages such equipment; and bursting, cracking or splitting. Coverage shall be on a full replacement cost basis of the covered equipment and include business interruption on an actual loss sustained basis. Such coverage can be provided within the Property Policy or under a separate Equipment Breakdown Policy. If separate, the Property Policy and Equipment Breakdown Policy shall each include a joint loss agreement. Sublessor shall be named as an additional insured and loss payee (or mortgagee, if applicable) on each policy. Each policy shall provide a waiver of subrogation in favor of Sublessor Parties.

(d) In connection with any construction at the Subleased Property, a builder’s risk completed value policy of insurance, on a non-reporting form, naming Sublessee as the first named insured, Sublessor as an additional named insured and loss payee (or mortgagee, if applicable), and contractors working on the project as additional insureds (the “Builder’s Risk Policy”). The Builders Risk Policy shall insure against loss or damage caused by the perils insured under a Causes of Loss-Special Form policy and the additional perils of named storms, flood, earthquake (if required pursuant to Section 9.1(a)), sinkholes (if usually recommended in the area of the Subleased Property) and terrorism. The Builder’s Risk Policy shall include coverage for delay in completion, soft costs, structures under construction including retaining walls, paved surfaces, glass, foundations footings, pilings, underground pipes and wiring, false work and temporary structures and shall extend to all building materials, supplies at any temporary premises used

for offsite storage, and materials and supplies used in the project. The Builders Risk Policy shall provide a waiver of subrogation in favor of Sublessor Parties and be endorsed to permit partial occupancy. The Builder's Risk Policy shall be written in an amount equal to the completed value of the project, plus soft costs and delay in start-up with commercially reasonable deductibles and sub-limits reasonably acceptable to Sublessor. During the period of construction, the commercial general liability insurance required in Section 9.2(a) may be provided by a general contractor, provided that the insurance satisfies all requirements of this Article IX.

9.2 Liability Insurance. At Sublessee's expense, Sublessee shall maintain, or shall cause to be maintained, in full force and effect during the Term the following liability insurance policies:

(a) Commercial general liability insurance, including products liability, completed operations, and terrorism coverage, with coverage limits not less than One Million and No/100 Dollars (\$1,000,000) per claim and Three Million and No/100 Dollars (\$3,000,000) combined single limit per location and Three Million and No/100 Dollars (\$3,000,000) in the annual aggregate and commercially reasonable deductibles or retention in amounts generally considered market based upon the circumstances. All policies shall be written as primary to and non-contributory with any insurance policy carried by Sublessor Parties. Sublessor and Owner shall be named as additional insureds on each policy and each policy shall provide a waiver of subrogation in favor of Sublessor Parties. Additional insured provisions or endorsements may not restrict the limits of coverage under the policies to the minimum coverage limits or terms required by written contract.

(b) Business automobile liability insurance, covering all owned, hired and non-owned automobiles and including garage keeper's liability (if applicable), terrorism and uninsured/underinsured motorist coverage, with coverage limits (including limits for bodily injury, property damage and medical payments and any deductibles or retention) in amounts generally considered market based upon the circumstances. Each policy shall be written as primary to and non-contributory with any insurance policy carried by Sublessor Parties. Sublessor and Owner shall be additional insureds on each policy.

(c) Professional liability insurance covering claims for injury or damages arising from the rendering or failure to render professional services by Sublessee, with coverage limits not less than One Million and No/100 Dollars (\$1,000,000) per claim and Three Million and No/100 Dollars (\$3,000,000) combined single limit per location and Three Million and No/100 Dollars (\$3,000,000) in the annual aggregate and commercially reasonable deductibles or retention in amounts generally considered market based upon the circumstances. Sublessor and Owner shall be additional insureds on each policy.

(d) Workers' compensation and employer's liability insurance insuring liability for bodily injury or disease arising from the employment of professionals, workers and others for whom Sublessee may be liable for workers'

compensation or employer's liability claims. Each policy shall have workers' compensation coverage limits as required by statute, and employer's liability insurance limits of not less than \$500,000 per employee/accident/disease. Each policy shall provide a waiver of subrogation in favor of Sublessor and Owner.

(e) Liquor liability insurance (if business operations include the manufacturing, selling, distributing or serving alcoholic beverage for charge or no charge, or if a liquor license is required for such activities) with coverage limits (including any commercially reasonable deductibles or retention) in amounts generally considered market based upon the circumstances for bodily injury and property damage. Such insurance must include coverage for assault and battery, defense costs outside the limit of liability, employees named as additional insureds and injury to include mental anguish. All policies shall be written as primary to and non-contributory with any insurance policy carried by Sublessor Parties. Sublessor Parties shall be additional insureds on each policy. If such services are contracted to a third-party vendor, the coverages described above may be provided through the vendor; provided coverage satisfies all requirements of this Article IX.

(f) Cyber liability insurance for first and third party claims, written with coverage limits and deductibles or retention in amounts generally considered market based upon the circumstances. Coverage shall include, but not be limited to, claims for breach of privacy that occurs unintentionally by an employee or an outsourced business provider or through illegally obtained confidential information. The policy shall include customer notification expense coverage. All policies shall be written as primary to and non-contributory with any insurance policy carried by Sublessor Parties. Sublessor and Owner shall be additional insureds on each policy.

(g) Crime insurance providing coverage for, inter alia, claims of employee dishonesty, loss of money orders or paper currency, depositor's forgery, computer crime, fund transfer fraud and employee theft of property of residents accepted by Sublessee for safekeeping, with coverage limits and deductibles or retention in amounts generally considered market based upon the circumstances.

(h) Employment practices liability insurance with coverage for first and third party claims written with coverage limits and commercially reasonable deductibles or retention in amounts generally considered market based upon the circumstances. Sublessee, and Manager shall be named insureds on each policy.

(i) Reserved.

9.3 Required Policies and Policy Limits. The following provisions apply to all insurance coverages required hereunder:

(a) Prior to occupancy of any Facility and again prior to the expiration or renewal of each insurance policy, Sublessee shall deliver to Sublessor certificates of insurance evidencing the required coverages and applicable

endorsements. Each certificate of insurance required hereunder shall be on an ACORD form or similar form. The form and substance of the certificates shall be subject to the reasonable approval of Sublessor.

(b) With the certificates described above, Sublessee shall also provide Sublessor with copies of the policy endorsements naming Sublessor or Sublessor Parties (as the case may be) as additional insureds under the pertinent policies. These endorsements may not limit or restrict the amount or type of insurance available to Sublessor or Sublessor Parties to the minimum requirements set forth in this Article IX.

(c) Upon request of Sublessor, Sublessee shall provide copies of all required insurance policies (including endorsements) to Sublessor. The form and substance of all policies and endorsements shall be subject to the reasonable approval of Sublessor.

(d) All policy limits and sub-limits of coverage under policies required by this Article are subject to reasonable approval by Sublessor. Liability limits may be satisfied through primary insurance or any combination of primary and excess (or umbrella) insurance, provided that the excess or umbrella policy or policies contain coverage as broad as that afforded by a primary policy meeting the requirements set forth in this Article.

(e) The insurance carriers issuing all policies shall have a Best's Rating of "A-" or better and a Best's Financial Category of "VII" or higher and shall be authorized to conduct insurance business in the Facility State.

(f) Notwithstanding anything to the contrary contained in this Article, Sublessee may carry the insurance required by this Article under a blanket policy of insurance, provided that the coverage afforded thereunder meets all of the requirements of this Article.

#### 9.4 Self-Insurance, Deductibles and Retentions.

(a) The amount of any commercially reasonable deductible or self-insured retention included in any insurance policy required by this Article shall be in amounts generally considered market based upon the circumstances. All deductibles and self-insured retentions are the responsibility of, and will be paid by or assumed by, Sublessee. Sublessor will not be responsible for payment of any deductible, retention or uninsured amount.

(b) If Sublessor approves a deductible or retention, Sublessor and Sublessee shall maintain all rights and obligations between themselves as if Sublessee were fully insured under the policies required by this Article and the insurance will be subject to all the terms otherwise required by this Article including the terms related to additional insured status, primary and non-contributory, waivers of rights of recovery, other insurance clauses and all extensions of coverage required herein.

9.5 General Insurance Requirements. The following provisions shall apply to all insurance coverages required hereunder:

(a) Sublessor has the right to modify these insurance requirements whenever, in Sublessor's reasonable judgment, good business practice or changing conditions, and in accordance with prevailing market standards, indicate a need for additional amounts of insurance, updated or different types of insurance coverage, or different policy terms, forms or endorsements, provided such modifications shall not be made prior to the 5th anniversary of this Sublease and thereafter, not more than one time in any five year period. Sublessee. Sublessee will, within 90 days after Sublessor's request, obtain such additional, updated or different insurance coverage, policy terms, forms or endorsements at Sublessee's expense and maintain it thereafter during the Term, provided that any such modifications or increases are commercially reasonable. In addition, Sublessee shall at all times comply with Lender's insurance requirements under the Loan Documents (i.e., even if such requirements are more stringent than the insurance requirements set forth in this Sublease), provided such have been provided to Sublessee.

(b) Each policy of insurance shall provide by endorsement that the policy may not be terminated, canceled, non-renewed or materially changed without at least 30 days' prior written notice to Sublessor and Owner (10 days for cancellation for non-payment of premium).

(c) Each policy must contain a severability of interest clause providing that the acts or omissions of one insured will not invalidate the coverage of any other person and a cross liability clause providing coverage for claims by one insured against another insured.

(d) All loss adjustment under property, builder's risk and equipment breakdown policies shall require the written consent of Sublessor and Sublessee, as their interests may appear.

(e) All policies of liability insurance required hereunder must be written on an occurrence basis or on a claims-made form with an extended reporting period term acceptable to Sublessor. Upon expiration of the Term, or earlier termination of this Sublease, or cancellation or non-renewal of a claims-made insurance policy, Sublessee shall purchase a two (2) year extended reporting period under each claims made policy.

(f) The insurance coverages required herein represent Sublessee's minimum insurance procurement requirements and do not limit or replace Sublessee's indemnity obligations contained in this Sublease. The lack of insurance available to cover a loss, liability, cost or expense, whether through the insolvency, bankruptcy or failure of any insurance company providing insurance to Sublessee or the failure of any such insurance company to pay claims, will not reduce, eliminate or waive any of Sublessee's obligations under this Sublease.

(g) The policy limits and coverage set forth herein and approved by Sublessor are the minimum dollar amounts and terms of insurance coverage for the risks or perils specified. If Sublessee maintains higher limits than the minimum limits or coverage broader than the coverages required herein or approved by Sublessor, Sublessor Parties shall be entitled to the higher limits and broader coverage maintained by Sublessee. Neither the insurance policies nor any of their endorsements may limit or restrict the type or amount of insurance available to Sublessor Parties to the minimum requirements set forth in this Article IX.

(h) Sublessee's failure to obtain and maintain the required insurance will constitute a material breach of, and default under, this Sublease. If Sublessee fails to remedy such breach within ten (10) Business Days after notice by Sublessor, Sublessee will be liable for all loss, liabilities, damages, costs and penalties incurred by Sublessor from such breach, unless a written waiver of the specific insurance requirement is provided to Sublessee by Sublessor. If Sublessee fails to comply with the provisions of this Article, Sublessor may, without compromising or waiving any right or remedy at law or in equity, on notice to Sublessee, purchase such insurance, at Sublessee's expense, provided that Sublessor has no obligation to do so and, if Sublessor does do so, Sublessee shall not be relieved of or excused from the obligation to obtain and maintain such insurance coverages.

(i) This Article respecting insurance is an independent contract provision and shall survive the termination or expiration of this Sublease.

(j) Sublessor agrees to be reasonable when considering any Sublessee proposed modifications to the requirements set forth in Section 9.1, 9.2 and 9.3.

9.6 Replacement Value. The term "full replacement value" with respect to any property means the cost to repair or replace such property with property of like kind and quality, with no reductions or deductions for depreciation. If any Permitted Alterations are made to the Subleased Property, Sublessee will update the full replacement value.

9.7 No Separate Insurance. Sublessee shall disclose and make available to Sublessor Parties as additional insureds, where applicable, all insurance limits carried and the parties shall not purchase separate insurance, whether concurrent in form, contributing or excess, to that required in this Article, or secure an additional policy, unless all parties having an insurable interest in the subject matter of the insurance, including Sublessor Parties and any mortgagees, are included therein as named insureds, additional insureds, mortgagees or loss payees, as their interest may appear, the loss is payable under said insurance in the same manner as losses are required to be payable under this Article IX and such additional insurance is not prohibited by the existing policies of insurance. Sublessee shall immediately notify Sublessor of the purchase of such separate insurance.

9.8 Waiver of Subrogation. Sublessee hereby waives each and every claim which arises or may arise in its favor and against Sublessor and Owner during the Term

for any and all loss or damage covered by valid and collectible insurance policies carried by Sublessee, to the extent that such loss or damage is recovered under such policies. Said waiver shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Sublease with respect to any loss or damage to the parties hereto. Inasmuch as such waivers preclude the bringing of suit and transfer of rights of recovery for any aforesaid claim by way of subrogation (or otherwise) to an insurance company, Sublessee agrees each policy of insurance as required in this Article shall contain a provision commonly referred to as a “waiver of subrogation” clause and, if necessary, Sublessee will immediately give each insurance company which has issued to it policies of insurance pursuant hereto, written notice of the terms of said waiver, and will have such insurance policies properly endorsed, if necessary, to provide said waiver of subrogation and to prevent the invalidation of the insurance coverage by reason of said waiver.

9.9 Lender. Sublessee will (i) obtain a standard form of lender’s loss payable clause insuring the interest of the Lender; (ii) name Lender as an additional insured; (iii) deliver evidence of insurance to the Lender; (iv) require that loss adjustment be subject to the consent of the Lender; and (v) provide such other information and documents as may be required by the Lender.

9.10 Escrows. After an Event of Default occurs hereunder, Sublessee will make such periodic payments of insurance premiums in accordance with Sublessor’s requirements after receipt of notice thereof from Sublessor.

9.11 In the event the amount of insurance proceeds under Section 9.1 exceeds the lesser of (x) One Hundred Fifty Thousand Dollars (\$150,000) per incident, and (y) the applicable amount set forth in the Loan Documents (the “Restoration Threshold”), such insurance proceeds as may be paid to Sublessee and Sublessor, shall be governed by the Loan Documents or, if no Loan Documents, then deposited with Sublessor to be held and disbursed for the repairing, rebuilding, restoring or replacing of the Subleased Property in accordance with Sections 9.12 and 9.13 hereof, or with the pertinent provisions of the Loan Documents.

9.12 Except as provided below, no sums shall be paid from such proceeds toward such repairing, rebuilding, restoring or replacing unless there shall not be in existence any uncured Event of Default and it shall be first demonstrated to the reasonable satisfaction of Sublessor that the amount of money necessary to provide for any such repairing, rebuilding, restoring or replacing (according to any plans or specifications which may be adopted therefor) in excess of the amount received from any such insurance policies, has been expended or provided by Sublessee for such repairing, rebuilding, restoring or replacing, or that Sublessee has provided cash for such amount and that the amount received from such insurance policies is sufficient to complete such work. In the event there is any amount required from Sublessee in excess of the amount received from such insurance policies, Sublessee shall furnish such excess funds so that the funds will be sufficient to complete such repairing, rebuilding, restoring or replacing in accordance with the provisions of this Sublease, the Loan Documents and any plans and specifications submitted in connection therewith, free from any liens or

encumbrances of any kind whatsoever. Funds held by Sublessor shall be disbursed only upon the presentment of architect's or general contractor's certificates, waivers of lien, contractor's sworn statements, owner's sworn statements and other evidence of cost and payments as may be reasonably required.

9.13 Prior to making any such repairs costing in excess of the Restoration Threshold, if so reasonably requested by Sublessor (or if so required by Lender under the Loan Documents, regardless of the dollar amount of the repairs), Sublessee shall do the following or provide to Sublessor (and Lender, if so required) the following documentation: (a) submit complete plans and specifications for such repairs prepared by an architect or general contractor whose qualifications shall be reasonably satisfactory to Sublessor; (b) submit a stipulated sum construction contract made with a reputable and responsible builder or contractor, providing for the completion and payment for all work, labor and materials necessary to complete such repairs; and (c) disburse such funds as may be required to complete said repairs by a national title insurance company or other responsible escrowee at Sublessee's sole cost and expense (or deposit with Lender if so required under the Loan Documents for disbursement by Lender or its designee) to the contractor or contractors making such repairs in installments as such work progresses and upon presentment of such certificates, waivers of lien, sworn statements and other documents as may be required by such escrowee; and (d) take such other actions or provide such other documentation to Sublessor as Sublessor may reasonably require to protect its interest in the Subleased Property.

#### ARTICLE X - SUBLESSOR'S RIGHT TO PERFORM

10.1 Should Sublessee fail to perform any of their covenants herein agreed to be performed (i) after the expiration of any applicable notice or cure period, or (ii) if the same occurs during the continuance of an Adverse Event of it is otherwise an Urgent Matter, then Sublessor may, upon prior written notice specifying the work to be done or covenants to be performed and the approximate amount to be expended, but shall not be required to, make such payment or perform such covenants (any of the foregoing, "Protective Advances"), and all sums so expended by Sublessor, including Sublessor's reasonable expenses in enforcing or performing such covenants, including reasonable attorneys' fees shall be payable by Sublessee to Sublessor upon demand with interest thereon at the Default Rate (as defined in Section 25.3 herein) thereafter. Prior to termination of this Sublease, Sublessor agrees it shall not make Protective Advances to cover amounts owed to vendors providing goods and/or services for the Facility unless such non-payment is or is likely to become a lien on the Facility. Any of the foregoing costs or expenses incurred or payments made by Sublessor shall be deemed to be Additional Rent payable by Sublessee and collectible as such by Sublessor.

10.2 Performance of or payment to discharge said Sublessee's obligations shall be optional by Sublessor and such performance and payment shall in no way constitute a waiver of, or a limitation upon, Sublessor's other rights and remedies hereunder, including, without limitation, Sublessor's right to declare an Event of Default for such failure.

ARTICLE XI - REPAIRS AND MAINTENANCE; MINIMUM  
CAPEX OBLIGATION; CASUALTY AND CONDEMNATION

11.1 Throughout the Term of this Sublease, Sublessee, at its sole cost and expense, shall install, use, keep, and maintain (or cause the same with respect to) the Subleased Property (including, without limitation, the grounds, sidewalks, roof, parking lots and curbs abutting the same) in good order and condition without waste and in a suitable state of repair at least comparable to that which existed immediately prior to the Commencement Date (ordinary wear and tear excepted), and shall make or cause to be made, as and when the same shall become necessary for the good and proper operation of the Facilities for the Facility Uses or as required under the Loan Documents, all structural and nonstructural, ordinary and extraordinary, exterior and interior, replacements, repairs, and restorations. All installations, replacements, repairs, and restorations required of Sublessee under this Section 11.1 are referred to collectively as “Repairs”. All Repairs shall be (in the reasonable opinion of Sublessor) of comparable quality equal to the original work and shall be in accordance with the Operating Standard and in compliance with all Legal Requirements applicable to the manner of such Repairs and the operation of the Facilities for the Facility Uses. In the event that Sublessor designates and specified repairs it offers to pay for, Sublessee shall be responsible for performing such repair in the manner set forth herein.

11.2 [Reserved.]

11.3 During each Sublease Year, Sublessee shall deposit with Sublessor, for Qualified Capital Expenditures to improve the Facilities, not less than an amount equal to (i) \$371.32 (which \$371.32 amount shall be increased for each Sublease Year after the first Sublease Year to equal 103% of the amount for the prior Sublease Year), multiplied by (ii) the number of beds at the Facilities (the “Minimum CapEx Obligation”). The Minimum CapEx Obligation may be satisfied as applied to the Facilities on an aggregate basis. Within sixty (60) days after the end of each Sublease Year, Sublessee shall deliver to Sublessor a certificate in the form of Exhibit 7 (which form may be changed by Sublessor on at least thirty (30) days prior notice to Sublessee) evidencing the Qualified Capital Expenditures made in the prior fiscal year, including the amounts hereof made in each month of the prior Sublease Year. To the extent the Minimum CapEx Obligation was not satisfied for any Sublease Year, the certificate will include certification that an amount equal to the shortfall in satisfying the Minimum CapEx Obligation for such Sublease Year has been deposited in a reserve account in compliance with Section 11.4 to be used solely for Qualified Capital Expenditures for the Facilities. At least annually, at the reasonable request of Sublessor, Sublessor and Sublessee shall review capital expenditures budgets and agree on modifications, if any, required by changed circumstances and the changed conditions of the Subleased Property.

11.4 Amounts required to be escrowed in accordance with Section 11.3 shall be deposited with Sublessor as the “CapEx Reserve.” Sublessor shall not be deemed to hold any amounts in the CapEx Reserve in trust or as an agent for Sublessee. From time to time, but not more often than once in any calendar month and provided that no Event of

Default is then continuing (beyond applicable notice and cure periods), within thirty (30) days after satisfaction of all reimbursement conditions set forth herein, Sublessor will pay to Sublessee amounts from the CapEx Reserve to pay for Qualified Capital Expenditures or reimburse Sublessee for Qualified Capital Expenditures made by Sublessee to the Facilities during the prior rolling twelve-month period during the Term, as reasonably determined by Sublessor based on evidence of such expenditures, reasonably satisfactory to Sublessor, submitted by Sublessee. Any amount remaining in the CapEx Reserve at the expiration of the Term or earlier termination of this Sublease with respect to any of the Facilities shall retained by Sublessor as additional or supplemental Additional Rent, except to the extent owed to Sublessee pursuant to the immediately preceding sentence. In no event shall Sublessor be liable to Sublessee for the amount, if any, by which the amount expended on such Qualified Capital Expenditures for any Sublease Year exceeds the amount of deposits into the CapEx Reserve for such Sublease Year. Sublessor shall have no obligation to offset any amounts due to Sublessor under this Sublease with any amounts held in the CapEx Reserve. If Sublessors are required under any Loan Documents to make, with a Lender thereunder, monthly deposits for replacement reserves (“Replacement Reserves”) and, except for this Sublease, Sublessors would actually be making such payments, then Sublessee will make monthly deposits for Replacement Reserves with Sublessors, in an amount equal to the amount Sublessors is required to make under any Loan Documents. The deposits, if applicable, for Replacement Reserves, shall be due and payable on the first (1st) day of each month as Additional Rent. Sublessee shall also make any Replacement Reserve deposits required to be made by a Lender at the closing of any Loan to Sublessors.

11.5 Sublessee shall comply with all of the following requirements in connection with Sublessee’s Property.

- (a) Sublessee shall, at Sublessee’s sole cost and expense, maintain, repair and replace Sublessee’s Property as Sublessee deems necessary.
- (b) Sublessee shall pay all taxes applicable to Sublessee’s Property.
- (c) If Sublessee’s Property is damaged or destroyed by fire or any other cause, Sublessee shall promptly repair or replace Sublessee’s Property as is reasonably necessary to maintain the operations of the Facility at the Operating Standard.

11.6 Sublessee shall not, without the prior written consent of Sublessor or as otherwise provided in this Sublease, remove any Subleased Property. Sublessee shall, at Sublessor’s option, remove Sublessee’s Property upon the termination or expiration of this Sublease and shall repair any damage to the Subleased Property resulting from the removal of Sublessee’s Property. If Sublessee fails to remove Sublessee’s Property within thirty (30) days after request by Sublessor following the expiration or earlier termination of the Sublease, then Sublessee shall be deemed to have abandoned Sublessee’s Property, Sublessee’s Property shall become the property of Sublessor and Sublessor may remove, store and dispose of Sublessee’s Property. In such event,

Sublessee shall have no claim or right against Sublessor for such property or the value thereof regardless of the disposition thereof by Sublessor. Sublessee shall pay Sublessor, upon demand, all expenses incurred by Sublessor in removing, storing and disposing of Sublessee's Property and repairing any damage caused by such removal. Sublessee's obligations hereunder shall survive the termination or expiration of this Sublease. Notwithstanding the foregoing, so long as Sublessee is in compliance in all material respects with the Operating Standard and there is no uncured Event of Default, Sublessee may remove Sublessee's Property from the Subleased Property from time to time provided that (i) the items removed are not required to operate the Subleased Property for the Facility Uses (unless such items are being replaced by Sublessee); and (ii) Sublessee repairs any damage to the Subleased Property resulting from the removal of Sublessee's Property. So long as no Event of Default is then-continuing, under no circumstances shall Sublessee be prohibited from removing Sublessee's computer hardware, software, peripherals, data circuits and time clocks, solely to the extent each of the foregoing is proprietary to Sublessee, in each case, located at the Facilities or used in the operation of the Facilities so long as the operation of the Facilities is not impaired, and Sublessee shall, at the time of removal have all necessary systems and personal property in place to operate the Facility, and notwithstanding the foregoing, this sentence shall not apply, and Sublessee shall be prohibited from removing any property that it acquired under the MOTA.

11.7 In the event that any part of the Subleased Property shall be damaged or destroyed by fire or other casualty (any such event, being called a "Casualty"), Sublessee shall promptly replace, repair and restore 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 Sublease and the Loan Documents applicable in the event of such Casualty. The Subleased Property shall be so replaced, repaired and restored as to be of at least equal value and substantially the same character as on the Commencement Date. If the estimated cost of any such restoring, replacing or repairing with respect to an individual Facility is One Hundred Fifty Thousand Dollars (\$150,000) or more per incident, the plans and specifications for same shall be first submitted to and approved by Sublessor in writing, which approval shall not be unreasonably withheld or delayed, and Sublessee shall select an independent architect or engineer approved by Sublessor (which approval shall not be unreasonably withheld or delayed) who shall be in charge of such repairing, restoring or replacing. Upon the demand of Sublessor or Lender, Sublessee shall deposit with a nationally recognized title insurance company, prior to the commencement of any such repairing, restoring or replacing, the total estimated cost thereof less the insurance proceeds and amounts required to be contributed by Sublessor, if any, and disbursements shall be made pursuant to the terms of Section 9.13 hereof. Sublessee covenants that it will give to Sublessor prompt written notice of any Casualty affecting the Subleased Property in excess of One Hundred Fifty Thousand Dollars (\$150,000). Any insurance proceeds with respect to a Casualty in excess of amounts required to repair the Facilities, as well as any award with respect to a condemnation of any of portion of the Subleased Property, shall be the property of Sublessor (subject to Lender's rights thereto under the Loan Documents). Notwithstanding the foregoing, if either (i) a Facility's Improvements are substantially destroyed and due to then existing zoning laws cannot be replaced, repaired and restored

as to be of at least equal value and substantially the same character as on the Commencement Date or (ii) (x) a Casualty occurs during the last twelve (12) months of the Term, and (y) the reasonably estimated time to repair the casualty under this clause (ii) is six (6) months or longer, then, in any such case of either subclause (i) or (ii), either party may terminate this Sublease with respect to the damaged Facility by giving notice to the other party within forty-five (45) days of the date of casualty (and the effective date of such termination for such Facility shall be thirty (30) days after the date of such notice). Further, if any Lender applies any Casualty insurance proceeds to repayment of any Loan indebtedness secured by the Subleased Property, Sublessee's restoration obligations pursuant to this Section 11.7 shall be subject to the receipt from Sublessor of such funds so applied. Upon any such termination of this Sublease with respect to a damaged Facility the Base Rent shall be apportioned based on the Facility Allocations. Notwithstanding anything herein to the contrary all insurance proceeds payable by reason of any loss of or damage to any of Sublessee's Property and the business interruption insurance maintained for the benefit of Sublessee shall be paid to Sublessee with an amount equal to twelve (12) months rent deposited in an escrow account to secure Sublessee's obligations herein.

11.8 If, by exercise of the right of eminent domain or by conveyance made in response to the threat of the exercise of such right ("Taking"), any entire Facility is taken, or so much of any Facility Property is taken that the Facility Property cannot be used by Sublessee for the purposes for which it was used immediately before the Taking, then this Sublease will end with respect to such Facility Property only on the earlier of the vesting of title to the Facility Property in the condemning authority or the taking of possession of the Facility Property by the condemning authority. Upon such termination, the Base Rent shall be apportioned based on the Facility Allocations. All damages awarded for such Taking under the power of eminent domain shall be the property of Sublessor, whether such damages shall be awarded as compensation for diminution in value of the leasehold or the fee of the Facility Property.

11.9 If, after a Taking, so much of the Facility Property remains that the Facility Property can be used for substantially the same purposes for which it was used immediately before the Taking, then (i) this Sublease will end as to the part taken on the earlier of the vesting of title to such Subleased Property in the condemning authority or the taking of possession of such Subleased Property by the condemning authority and the Rent will be adjusted equitably consistent with the provisions set forth in Section 11.8; (ii) at its cost using the award, Sublessee shall restore so much of the Facility Property as remains to a sound architectural unit substantially suitable for the purposes for which it was used immediately before the Taking, using good workmanship and new, first class materials; (iii) upon completion of the restoration, Sublessor will pay Sublessee the lesser of the net award made to Sublessor on the account of the Taking (after deducting from the total award, attorneys', appraisers' and other fees and costs incurred in connection with the obtaining of the award and amounts paid to the holders of mortgages secured by the Facility Property), or Sublessee's actual out of pocket costs of restoring the Facility Property; and (iv) Sublessor shall be entitled to the balance of the net award, provided, however, that any portion of the award expressly allocable to the taking of Sublessee's Property shall be the sole property of and payable to Sublessees, together with moving

expenses, if applicable. Notwithstanding the foregoing, if (x) a Taking covered by this Section 11.9 occurs during the last twelve (12) months of the Term, and (y) the reasonably estimated time to restore to suitable purposes is six (6) months or longer, then, in any such case of both (x) and (y), either party may terminate this Sublease with respect to the Facility affected by such Taking by giving notice to the other party within forty-five (45) days of the date of Taking (and the effective date of such termination for such Facility shall be thirty (30) days after the date of such notice). Upon any such termination of this Sublease with respect to a Facility affected by such Taking the Base Rent shall be apportioned based on the Facility Allocations.

11.10 Notwithstanding anything herein or at law or equity to the contrary, none of the condemnation award paid to Sublessor as herein provided shall be deemed trust funds, and Sublessor shall be entitled to dispose of such award as provided in this Article XI. Sublessee expressly assumes all risk of loss, including a decrease in the use, enjoyment or value, of the Subleased Property from any Taking.

11.11 Provided that there is no uncured Event of Default by Sublessee under this Sublease, Sublessee shall have the right, at any time and from time to time, to remove and dispose of any Sublessee's Property which may have become obsolete or unfit for use, or which is no longer useful in the operation of the Subleased Property, provided Sublessee promptly replace any such Sublessee's Property so removed or disposed of with other personal property free of any security interest, liens or encumbrances, and the replacement personal property shall be of the same character, and at least equal usefulness and quality to any such Sublessee's Property so removed or disposed of and such replacement property shall automatically become the property of and shall belong to Sublessor and Sublessee shall execute and deliver such bills of sale or other documents reasonably requested by Sublessor to vest ownership of such replacement personal property in Sublessor.

11.12 In the event of a termination of this Sublease as to any Facility due to a Casualty or Taking in accordance with this Article XI that is the result of circumstances beyond the control of Sublessor and Sublessee, the parties nonetheless affirm their intent that this Sublease is a single indivisible lease, notwithstanding any such Casualty or Taking that results in a termination of this Sublease with respect to the Facility in question (and a corresponding reduction in Base Rent).

## ARTICLE XII - ALTERATIONS AND DEMOLITION

12.1 Except as expressly permitted in Section 11.11 hereof, Sublessee will not remove or demolish the Subleased Property or any portion thereof or allow it to be removed or demolished, without the prior written consent of Sublessor and Lender. Subject to the Loan Documents, Sublessee further agrees that it will not make, authorize or permit to be made any changes or alterations in or to the Subleased Property, the cost of which in any twelve (12) month period exceeds One Hundred Fifty Thousand Dollars (\$150,000) collectively for any individual Facility, without first obtaining Sublessor's written consent thereto, which will not be unreasonably withheld or delayed and, if required by the Loan Documents, without receiving Lender's written consent thereto.

All alterations, improvements and additions to the Subleased Property shall be in quality and class at least equal to the original work and shall become the property of Sublessor and shall comply with all building and fire codes, and all other applicable codes, rules, regulations, laws and ordinances. Not less than thirty (30) days prior to the commencement of any such changes or alterations, the cost of which in any twelve (12) month period may exceed One Hundred Fifty Thousand Dollars (\$150,000) collectively for any individual Facility, Sublessee shall furnish to Sublessor, at Sublessee's sole cost and expense, plans and specifications, prepared by a licensed architect, for such changes or alterations and any additional insurance reasonably required by Sublessor or Lender. Such plans and drawings shall include detailed architectural, mechanical, electrical and plumbing working drawings. During the continuance of an Adverse Event, for any changes or alterations having a total cost of One Hundred Fifty Thousand Dollars (\$150,000.00) or more for any individual Facility, Sublessee shall deliver to Sublessor a payment and performance bond, with a surety acceptable to Sublessor, in an amount equal to the estimated cost of the changes or alterations, guaranteeing the completion of the work free and clear of liens and in accordance with the approved plans and specifications, and naming Sublessor and any mortgagee of Sublessor as joint obligees on such bond. The plans and drawings will be subject to Sublessor's approval with respect to design, aesthetics, building code compliance and such other matters as Sublessor deems relevant, which approval shall not unreasonably be withheld or delayed. Notwithstanding the provisions of the preceding sentence to the contrary, the review and approval by Sublessor shall not be relied upon by Sublessee that any such plans or drawings are in compliance with applicable Legal Requirements or represent a sound design. Within 30 days after receipt of an invoice, Sublessee shall reimburse Sublessor for all costs and expenses incurred by Sublessor in reviewing and, if required, approving or disapproving the plans and drawings, inspecting the Subleased Property and otherwise monitoring compliance with the terms of this Article XII. Notwithstanding anything to the contrary including, but not limited to anything contained hereinabove, Sublessee shall not be required to engage any architect for any purpose unless required by applicable Legal Requirements or as may be required by Lender and/or the Loan Documents.

### ARTICLE XIII - COMPLIANCE WITH LAWS AND ORDINANCES

13.1 Throughout the Term of this Sublease, Sublessee, at its sole cost and expense, will obey, observe and promptly comply with all present and future Legal Requirements applicable to the Facilities and/or the operation thereof, whether or not such Legal Requirements shall necessitate structural changes or improvements.

13.2 Sublessee shall likewise observe and comply with the requirements of all policies of public liability and fire insurance and all other policies of insurance at any time in force with respect to the Subleased Property.

13.3 On or before the Operations Transfer Date, Sublessee shall obtain, at its sole cost and expense, all Government Authorizations necessary to permit Sublessee to operate the Facilities for the applicable Facility Uses, including, without limitation, the

receipt of the License to operate each Facility; provided however that with respect to the Licenses, Sublessee need only receive indications satisfactory to Lender and Sublessor that they will be issued after the Operations Transfer Date, effective as of the Operations Transfer Date. Sublessee shall keep in good standing and in full force and effect all Government Authorizations required for maintaining and operating the Facilities for the Facility Uses in accordance with this Sublease, each including not less than the number of skilled operating beds as identified for that Facility on Exhibit 2, and each Facility shall at all times shall continue to be qualified to and shall participate in the Medicare and Medicaid reimbursement programs, provided Sublessee shall not be liable for a reduction of beds due to a mandate by a governmental authority with jurisdiction over the Facilities which was not due to any breach, Event of Default, or other wrongful acts or omissions of Sublessee or any Affiliate of Sublessee.

13.4 Sublessee will deliver to Sublessor within three (3) calendar days following receipt: (i) any written notice of a deficiency of the level of “G” or worse, any Civil Monetary Penalty (“CMP”), any ban on admissions that is not resolved within thirty (30) days, any failed re-visit with respect to any survey deficiency, and/or any reduction occurs in the number of licensed beds or units, at any Facility; (ii) copies of all other adverse written notices from any licensing, certifying, regulatory, reimbursing or other agency which has jurisdiction over any Facility or over any Government Authorization under which such Facility operates; (iii) all other written notices, exit interviews, inspection reports and surveys (including re-visit) and notices of administrative hearing or court pleadings from all state, federal and local governmental bodies regarding the Subleased Property or the Facilities operated thereon; and (iv) copies of all notices from the applicable SLA, or any governmental, quasi-governmental or other agency terminating, disqualifying or suspending, or threatening termination, disqualification or suspension, of the Medicaid or Medicare provider agreements (the “Provider Agreements”), the License or any other Government Authorization relating to the operations of any Facility, or participation in any governmental or non-governmental reimbursement or third party payor program, including the Medicare or Medicaid reimbursement programs, and if Sublessee becomes aware that any such notice likely to cause a material adverse effect is to be forthcoming before receipt thereof, Sublessee shall promptly inform Sublessor thereof. Sublessee shall also deliver to Sublessor, within one (1) Business Day after receipt any notice from any governmental agency terminating or suspending, or threatening termination or suspension, of any Government Authorization relating to any Facility and any notice from the United States Department of Health and Human Services, Centers for Medicare and Medicaid Services (“CMS”), including that a Facility is identified as a Special Focus Facility.

13.5 In the event that Sublessee shall fail one (1) revisit for any survey deficiency, Sublessor shall be permitted to engage a consultant in Sublessor’s sole discretion, at Sublessee’s expense, to remedy the deficiencies and bring the Facility back into compliance on all matters as the consultant shall determine. Sublessee shall promptly implement all initiatives, changes, and plans as directed by the consultant until such time as the Facility is in good standing with all Governmental Authorities as determined by Sublessor, in Sublessor’s sole discretion.

## ARTICLE XIV - DISCHARGE OF LIENS

14.1 Subject to the right to contest provided in Section 14.2 hereof and the terms of the Loan Documents, Sublessee will not create or permit to be created or to remain, and Sublessee will discharge, any lien, encumbrance or charge levied on account of any mechanic's, laborer's or materialman's lien (other than inchoate liens for amounts not yet due and payable arising under operation of law) or any conditional sale, security agreement or chattel mortgage, or otherwise, which might be or become a lien, encumbrance or charge upon the Subleased Property or any part thereof or the income therefrom or the Sublessor's Personal Property, for work or materials or personal property furnished or supplied to, or claimed to have been supplied to or at the request of Sublessee. Sublessee shall have the right to purchase equipment, furniture, or furnishings (other than as a replacement for any personal property owned by Sublessor and leased to Sublessee hereunder) which may be subject to a security agreement, lease financing arrangement, or chattel mortgage provided that all payments for any such equipment, furniture or furnishings shall be paid on or prior to the due dates thereof and Sublessee shall indemnify Sublessor against all charges, costs and expenses that may be incurred by Sublessor with respect to such security agreement or chattel mortgage.

14.2 If any mechanic's, laborer's or materialman's lien caused or charged to Sublessee shall at any time be filed against any portion of the Subleased Property, if allowed by the terms of the Loan Documents and the Lender, Sublessee shall have the right to contest such lien or charge, provided Sublessee, within sixty (60) days after notice of the filing thereof, will cause the same to be discharged of record or in lieu thereof to secure Sublessor against said lien by deposit with Sublessor or Lender of such security (not to exceed one hundred twenty five percent (125%) of the amount thereof plus any interest, cost and penalty thereon) as may be reasonably demanded by Sublessor or Lender to protect against such lien. If Sublessee shall fail to cause such lien to be discharged within the period aforesaid, or to otherwise secure Sublessor as aforesaid, then in addition to any other right or remedy, Sublessor may, upon ten (10) days prior notice, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by processing the discharge of such lien by deposit, title endorsement or by bonding proceedings. Any amount so paid by Sublessor and all costs and expenses incurred by Sublessor in connection therewith, shall constitute Additional Rent payable by Sublessee under this Sublease and shall be paid by Sublessee to Sublessor within five (5) days after written demand from Sublessor. Except as herein provided, nothing contained herein shall in any way empower Sublessee to do or suffer any act which can, may or shall cloud or encumber Sublessor's or Lender's interest in the Subleased Property.

14.3 In the event that Sublessor determines in its reasonable judgment, that it is not being adequately represented by counsel for Sublessee in any contest referred to in Section 14.2 hereof, Sublessor may, upon ten (10) days prior written notice to Sublessee, obtain separate counsel to represent it in such contest. In such event, the cost of such counsel shall be paid by Sublessee. In the event that Sublessor determines, in its reasonable judgment, that Sublessee has abandoned any contest referred to in Section 14.2 above, or that Sublessee is not pursuing any such contest with due diligence,

Sublessor may, upon ten (10) days prior written notice to Sublessee, discharge such lien by paying the amount claimed to be due from the security deposited by Sublessee pursuant to the terms of said Section 14.2.

## ARTICLE XV - INSPECTION OF PREMISES AND RECORDS

### BY SUBLESSOR

15.1 Subject to any restrictions pursuant to Legal Requirements, at any time, during reasonable business hours and upon at least 48 hours' prior notice (except in the event of an emergency) to Sublessee, Sublessor or its authorized representatives shall have the right to enter and inspect the Subleased Property.

15.2 At any time, during reasonable business hours and upon prior notice to Sublessee, Sublessor or its authorized representatives shall have the right to inspect and/or audit, and, at Sublessor's expense, make copies of, the books and records relating to the Subleased Property, any Facility, Sublessee, any managing entity or any consulting entity, including, without limitation, to the extent permitted by applicable Legal Requirements, all patient records, employment records, financial records, surveys and inspections reasonably required by Sublessor.

15.3 Sublessor agrees that upon entering and inspecting the Subleased Property and books and records, Sublessor shall take all reasonable measures to avoid disruption to Sublessee's routine business operation during any such entries and the person or persons will cause as little inconvenience to the Sublessee and its employees and residents of such Facility as may reasonably be possible under the circumstances.

15.4 No earlier than January 1st and no later than February 28th of the third, eighth, thirteenth, and eighteenth calendar years during the Term, at Sublessor's written request, Sublessee shall obtain at Owner's expense a property condition report for the then-current condition of the Facilities prepared by a licensed third-party provider.

## ARTICLE XVI - NEGATIVE COVENANTS OF SUBLESSEE

16.1 Distributions. Following the occurrence of an Event of Default and while the same remains uncured after applicable notice and cure periods, Sublessee shall not (i) declare, pay or make any Distribution, (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 related or affiliated party (other than monthly management, consulting, or similar fees) which are payable under then-existing management agreements approved by Sublessor); and any obligation of Sublessee 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 Rent, and other payment obligations of Sublessee hereunder. "Distribution" shall mean any direct or indirect dividend, distribution or other payment of any kind or character (whether in cash, securities or other

property) in respect of any equity interests or any repayment of indebtedness to any member of Sublessee or any affiliate or relative thereof. Notwithstanding the foregoing, Sublessee shall not make any Distributions that would limit Sublessor's or Owner's ability to distribute available cash under the provisions of the Loan Documents, and, prior to any Distributions, Sublessee shall obtain written consent from Sublessor, not to be unreasonably withheld, that no such limitation will result.

16.2 Other Obligations. Sublessee shall not have any other liabilities, other than those which are necessary and related to its function as the master tenant of the applicable Facility(ies), including, without limitation, Sublessee's working capital line of credit, which may not be utilized for any facilities or other purposes other than for operation of the Facilities (which working capital line will be subject to the provisions of Article XXIV). In addition to and without limiting the foregoing, Sublessee shall not assume the status of a guarantor, surety or other financial partner of any other business or activity, including without limitation any other business involving any of Sublessee's officers, directors, members, managers, owners, representatives, agents, successors and assigns.

16.3 No Debt. Sublessee shall not create, incur, assume or permit to exist any indebtedness other than (i) trade debt incurred in the ordinary course of business; (ii) indebtedness for Facility working capital purposes, to the extent secured by Sublessee's accounts receivable on account of Medicare, Medicaid and other similar reimbursements by third party payors and other assets, in each case subject to, and as permitted pursuant to, Section 24.1; (iii) indebtedness secured by any Permitted Lien; (iv) indebtedness from capital lease obligations; and (v) indebtedness relating to the Letter of Credit.

16.4 No Dissolution. Sublessee shall not dissolve, liquidate, merge, consolidate or terminate its existence or sell, assign, lease or otherwise transfer (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired).

16.5 No Change in Management or Operation. No material change shall occur in the management or licensed operation of the Facility, except in accordance with Article XVIII.

16.6 No Investments. Sublessee shall not purchase or otherwise acquire, hold or invest in securities (whether capital stock or instruments evidencing indebtedness) of or make loans or advances to any person, including, without limitation, any Affiliate, or any shareholder, member or partner of Sublessee, except for cash balances temporarily invested in short term or money market securities.

16.7 Anti-Terrorism Laws. None of Sublessee, Manager, Parent, Guarantor nor any Affiliate of any of the foregoing is now, or shall be at any time hereafter, a Blocked Person, whether such restriction arises under United States law, regulation, executive orders and OFAC Lists, and neither Sublessee, Manager, Parent nor any Affiliate of any of the foregoing is engaging, or shall engage, in any dealings or transactions with, or shall otherwise be associated with, any Blocked Person. Sublessee and Parent shall not at any

time be in violation of any laws or regulations relating to terrorism, money laundering or similar activities, including, without limitation, Anti-Terrorism Laws.

16.8 Anti-Corruption Laws. Each Sublessee covenants and agrees that neither it nor any of its Affiliates has, and covenants and agrees that it will not, and will not allow its Affiliates to, in connection with the transactions contemplated by this Sublease or in connection with any other business transactions involving Sublessor or Welltower, authorize, make, offer, promise to make, request, agree to accept or accept, any payment or transfer anything of value, directly or indirectly, (i) to secure an improper advantage or illegitimate or unjust benefit, or to influence a person to misuse his or her position, or (ii) that is otherwise illegal under any applicable Anti-Corruption Laws. It is the intent of the parties hereto that no payment or transfer of value shall be made which has the purpose or effect of public or commercial bribery; acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining or retaining business; securing an improper advantage or illegitimate or unjust benefit; or influencing a person to misuse his or her position.

16.9 Change of Location or Name. Sublessee shall not change any of the following without providing Sublessor with 60 days prior notice of such change: (i) the location of the principal place of business or chief executive office of Sublessee, or any office where any of Sublessee's books and records are maintained (and such principal place and office must in all events be located in the continental United States); (ii) the name under which Sublessee conducts any of its business or operations; or (iii) its respective Organization State (which in all events must be a state of the United States).

16.10 No Liens. Sublessee shall not create, incur, or permit to exist any lien, charge, encumbrance, easement or restriction upon (i) the Subleased Property, Sublessee's Property, the Collateral, or any of Parent's, Sublessee's deposit accounts (as "deposit account" is defined for purposes of Article 9 of the Uniform Commercial Code), or (ii) any lien upon or pledge of any interest in Parent, Guarantor, or Sublessee which, if enforced, would result in a restricted transfer or change of Control, except, in either case, for Permitted Liens.

## ARTICLE XVII - RENT ABSOLUTE

17.1 Except as herein provided, damage to or destruction of any portion of the Subleased Property, by fire, the elements or any other cause whatsoever, whether with or without fault on the part of Sublessee, shall not terminate this Sublease or entitle Sublessee to surrender the Subleased Property or entitle Sublessee to any abatement of or reduction in the Rent payable, or otherwise affect the respective obligations of the parties hereto, any present or future law to the contrary notwithstanding. Except as expressly provided in this Sublease, the obligations of Sublessor and Sublessee shall not be affected by reason of (i) any damage to, or destruction of, the Subleased Property or any part thereof from whatever cause or any Taking of the Subleased Property or any part thereof; (ii) the lawful or unlawful prohibition of, or restriction upon, Sublessee's use of the Subleased Property, or any part thereof, the interference with such use by any person, corporation, partnership or other entity, or by reason of eviction by paramount

title; (iii) any claim which Sublessee has or might have against Sublessor or by reason of any default or breach of any warranty by Sublessor under this Sublease or any other agreement between Sublessor and Sublessee, or to which Sublessor and Sublessee are parties; (iv) any bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding up or other proceeding affecting Sublessor or any assignee or transferee of Sublessor; or (v) any other cause, whether similar or dissimilar to any of the foregoing, other than a discharge of Sublessee from any such obligations as a matter of law. Except as otherwise specifically provided in this Sublease, Sublessee hereby specifically waives all rights, arising from any occurrence whatsoever, which may now or hereafter be conferred upon it by law (a) to modify, surrender or terminate this Sublease or quit or surrender the Subleased Property or any portion thereof; or (b) entitling Sublessee to any abatement, reduction, suspension or deferment of the Rent or other sums payable by Sublessee hereunder. The obligations of Sublessor and Sublessee hereunder shall be separate and independent covenants and agreements and the Rent and all other sums payable by Sublessee hereunder shall continue to be payable in all events unless the obligations to pay the same shall be terminated pursuant to the express provisions of this Sublease or by termination of this Sublease other than by reason of an Event of Default.

#### ARTICLE XVIII - ASSIGNMENT AND SUBLETTING

18.1 During the Term of this Sublease, other than with respect to assignment and sublease permitted hereunder Sublessee shall not assign this Sublease or in any manner whatsoever assign, encumber, hypothecate, pledge, grant a right of first refusal with respect to, enter into a management agreement with respect to, or transfer all or any part of the Subleased Property or in any manner whatsoever transfer, assign or encumber any interest in the Subleased Property (whether by management agreement, or otherwise) or any interest in this Sublease or allow Sub-Sublessee to in any manner whatsoever assign, encumber or transfer all or any part of the Subleased Property or in any manner whatsoever transfer, assign, encumber, hypothecate, pledge, grant a right of first refusal with respect to, enter into a management agreement with respect to, any interest in the Subleased Property (an "Assignment") without the prior written consent of Sublessor and Lender (unless such consent is not required under express provisions of this Sublease, or unless such consent is herein provided by Sublessor under express provisions of this Sublease), which consent shall be given or denied in Sublessor's sole discretion. Without limiting the foregoing, the following transactions will be deemed Assignments: (i) an assignment by operation of law; (ii) an imposition (whether or not consensual) of a lien, mortgage or encumbrance upon Sublessee's interest in this Sublease; (iii) an arrangement (including, but not limited to, management agreements, concessions, licenses and easements, but excluding subleases) which allows the use or occupancy of all or part of the Subleased Property by anyone other than Sublessee or a Sub-Sublessee permitted hereunder; and (iv) a change in the direct or indirect beneficial ownership of Sublessee, Parent, Guarantor or Manager. Sublessor's consent to any Assignment will not release Sublessee (or any guarantor) from its payment and performance obligations under this Sublease, but rather Sublessee, any guarantor, and Sublessee's assignee or sublessee will be jointly and severally liable for such payment and performance. An Assignment that requires consent of Sublessor hereunder made without the prior written consent of

Sublessor will be void at Sublessor's option. Sublessor's consent to one Assignment will not waive the requirement of its consent to any subsequent Assignment.

18.2 Each management agreement entered into with respect to the Subleased Property shall comply with Section 18.3 and Section 38.5 and each manager shall execute and deliver to Sublessor a Subordination of Management Agreement in the form attached hereto as Exhibit 14. There shall be no management agreement made to a Sublessor Competitor, a Blocked Person, or a Government Related Person, following the execution of such management agreement, the REIT Income Conditions continue to be satisfied, and any approvals given shall apply only for so long as the provisions of Section 38.5 continue to be satisfied.

18.3 Sublessee acknowledges and agrees that Sublessor has specifically chosen Sublessee based upon the skill and expertise of Sublessee and its principals in operating nursing homes and upon the character and reputation of such principals. If Sublessee is required to obtain Sublessor's consent to an Assignment comprising an assignment, sublease or management agreement, Sublessee shall give Sublessor (i) the name and address of the proposed assignee, Sub-Sublessee or manager; (ii) a copy of the proposed assignment, sublease or management agreement; (iii) reasonably satisfactory information about the nature, business and business history of the proposed assignee, Sub-Sublessee or manager and its proposed use of the Subleased Property; (iv) banking, financial and other credit information and references about the proposed assignee, Sub-Sublessee or manager sufficient to enable Sublessor to determine the financial responsibility and character of the proposed assignee, Sub-Sublessee or manager; and (v) such other information as Sublessor may reasonably request. Any assignment, sublease or management agreement shall contain provisions to the effect that (a) such assignment, sublease or management agreement is subject and subordinate to all of the terms and provisions of this Sublease and to the rights of Sublessor and that the assignee, Sub-Sublessee or manager shall comply with all applicable provisions of this Sublease; (b) such assignment, sublease or management agreement may not be modified without the prior written consent of Sublessor, not to be unreasonably withheld or delayed; (c) if this Sublease shall terminate before the expiration of such assignment, sublease or management agreement, the assignee, Sub-Sublessee or manager thereunder will, solely at Sublessor's option and only upon the express written notice of attornment from Sublessor, attorn to Sublessor and waive any right the assignee, Sub-Sublessee or manager may have to terminate the assignment, sublease or management agreement or surrender possession thereunder as a result of the termination of this Sublease, except as otherwise agreed between Sublessor and Sublessee pursuant to written agreement; and (d) if the assignee, Sub-Sublessee or manager receives a written notice from Sublessor stating that Sublessee is in default under this Sublease, the assignee, Sub-Sublessee or manager shall thereafter pay all rentals or payments under the assignment, sublease or management agreement directly to Sublessor until such default has been cured. Any attempt or offer by an assignee, Sub-Sublessee or manager to attorn to Sublessor shall not be binding or effective without the express written consent of Sublessor. Sublessee hereby collaterally assign to Sublessor and Owner, as security for the performance of their obligations hereunder, all of Sublessee's right, title and interest in and to any assignment, sublease or management agreement now or hereafter existing for all or part

of the Subleased Property. Sublessee shall, at the request of Sublessor, execute such other instruments or documents as Sublessor may reasonably request to evidence this collateral assignment. Any such assignment, sublease or management agreement shall not be effective until (A) a fully executed copy of the instrument of assignment, sublease or management agreement has been delivered to Sublessor; (B) in the case of an assignment, Sublessor has received a written instrument in which the assignee has assumed and agreed to perform all of Sublessee's obligations under this Sublease; (C) Sublessor has received certificates of insurance from the assignee or Sub-Sublessee evidencing that the insurance required under Article IX of this Sublease is in place; and (D) Sublessor has received reimbursement from Sublessee or the assignee, Sub-Sublessee or manager for all attorneys' fees and expenses and all other reasonable out-of-pocket expenses incurred in connection with determining whether to give its consent, giving its consent and all matters relating to the proposed transaction.

18.4 For purposes of this Article:

(a) Any transfer or transfers of the direct or indirect beneficial ownership interests or other changes in direct or indirect management of Sublessee shall be deemed an Assignment of this Sublease, however accomplished, whether in one or more related or unrelated transactions, but Sublessor consent thereto shall not be required unless same results in the following with respect to the initial ownership in Sublessee, Parent or Guarantor: i) any change of control and/or decision-making authority, or ii) change in ownership, directly or indirectly, in more than fifty percent (50%) in the aggregate of the beneficial ownership in Sublessee, Parent or Guarantor.

(b) Any person, corporation, limited liability company or other entity to whom Sublessee's interest under this Sublease passes by operation of law, or otherwise, shall be bound by the provisions of this entire Sublease and this Article, and except for subsequent subleases, assignments or transfers permitted by this Article, shall obtain the consent of Sublessor to any subsequent sublease, assignment, encumbrance or transfer or such event shall be deemed an Event of Default hereunder.

(c) An agreement by any person, corporation or other entity, directly or indirectly, to assume Sublessee's obligations under this Sublease shall be deemed an assignment.

(d) If Sublessee is a corporation, partnership, limited liability company, or other entity, the term "Assignment" also includes any change in the manager, general partner or director of the entity.

18.5 Sublessor hereby acknowledges and consents to Sublessee further subletting this Sublease to Genesis Sub-Sublessee. Any Sub-Subleases shall be fully subordinated to the terms of this Sublease, and Sublessee shall be fully responsible for ensuring compliance with any sublessee thereunder with the terms and conditions of this Sublease that relate to Sublessee, and any action or occurrence with respect to a sublessee

thereunder which if occurring to Sublessee would constitute an Event of Default hereunder, shall be deemed an Event of Default hereunder.

18.6 Sublessor agrees not to disturb a Sub-Sublessee's possession, use and occupancy of the Subleased Property or Sub-Sublessee's enjoyment of its rights under the applicable Sub-Sublease unless and until an Event of Default occurs hereunder, and in the event of a termination of this Sublease by reason of Sublessee default, such Sub-Sublessee shall have the right to require Sublessor to execute a new lease with respect to the Facility sub-leased by Sub-Sublessee, effective as of the date of termination, in the same form and substance as this Sublease; provided that, (i) an event of default, beyond all applicable cure periods, by Sub-Sublessee under the applicable Sub-Sublease shall not have occurred and be continuing at the time of termination of this Sublease, (ii) Sub-Sublessee shall cause to be delivered to Sublessor a guaranty of such new lease that is in form and substance reasonably satisfactory to Sublessor pursuant to which the guarantor thereunder shall guaranty Sub-Sublessee's obligations under such new lease on the same terms and to the same extent as Sublessee's obligations under this Sublease are guaranteed by Guarantor pursuant to the then existing Guaranty; and (iii) Sublessee shall continue to remain primarily liable for all payment and performance obligations of Sublessee under this Sublease; provided further, however, that, with respect to clause (iii), any new such lease between Sublessor and Sub-Sublessee shall not increase the obligations of Sublessee under this Sublease and any rent paid by Sub-Sublessee to Sublessor with respect to the applicable Facility under such new lease shall be credited against Sublessee's continuing obligations under this Sublease.

18.7 Reserved.

18.8 Sublessor and Sublessee will reasonably cooperate with each other to enable Sublessee to enter into agreements for the installation of usual and customary solar power devices and cell phone towers upon the Subleased Property and to grant usual and customary easements, rights of access or similar rights or privileges in connection therewith, provided that same does not interfere with use and operation of such Facility and is otherwise permitted by law and does not bind Sublessor after the expiration or earlier termination of this Sublease. All such cooperation and installation and subsequent operation and maintenance shall be at Sublessee's sole cost and expense, and Sublessee shall be entitled to retain any revenue generated thereby.

## ARTICLE XIX - EVENTS OF DEFAULT

19.1 The occurrence of any of the following acts or events shall be deemed to be a default (each, an "Event of Default") on the part of the Sublessee:

- (a) The failure of Sublessee to pay when due (x) any Base Rent, or any part thereof and such failure continues beyond two (2) Business Days, or (y) any Additional Rent or any part thereof; provided that with respect to Additional Rent such failure shall not have been cured within five (5) Business Days following written notice from Sublessor to Sublessee;

(b) The failure of any of Sublessee to perform, or the violation by any of Sublessee of, any of the covenants, terms, conditions or provisions of this Sublease (that are not otherwise specifically listed in this Section 19.1), and (i) such failure or violation shall not be cured within thirty (30) days following written notice of default by Sublessor or (ii) if, by reason of the nature of such default it cannot be remedied within thirty (30) days, such default shall not constitute an Event of Default if Sublessee uses its diligent efforts to cure such default within such thirty (30) day period and diligently and expeditiously pursues such cure to the completion thereof within the thirty (30) day period immediately following the initial thirty (30) day period; provided, that the additional thirty (30) day period under this clause (ii) shall be extended one day for each day that the cure cannot be accomplished as a result of Force Majeure (but extensions available under this proviso as a result of Force Majeure shall be capped at a total of thirty (30) days);

(c) The failure of any of Sublessee to timely deliver materials required under Section 13.4 and/or Article XXXIII hereof, in the timeframes set forth therein as applicable, which failure continues beyond the date which is three (3) Business Days after Sublessor gives Sublessee written notice of such failure (a “Reporting Default”);

(d) The failure of Sublessee to comply with, or the violation by Sublessee of, any of the terms, conditions or provisions of the Loan Documents (excluding those terms, conditions or provisions requiring the making of principal or interest payments which relate specifically to Sublessor) applicable to the Facilities as to which Lender shall have provided written notice to Sublessor of such failure or violation having occurred (and such failure or violation has not been subsequently waived by Lender), if such failure or violation shall not be cured within the cure periods set forth in the Loan Documents;

(e) For any reason other than during capital improvements permitted under this Sublease (or otherwise consented to by Sublessor), casualty, condemnation, or act of God, fires, explosions, earthquake, floods, and only for such time as the same necessitates such removal, in the event Sublessee removes any physical beds or a substantial portion of Sublessee’s Property, or Sublessee removes Sublessee’s Property necessary to the operation of the Facility, and Sublessee fails to replace such Sublessee’s Property within fifteen (15) days;

(f) The making by Sublessee of an assignment for the benefit of creditors or any other unauthorized assignment in violation of this Sublease;

(g) (i) The filing by Sublessee, Parent or Guarantor of a petition under the Bankruptcy Code or the commencement of a bankruptcy or similar proceeding by any of them; (ii) the failure by Sublessee, Parent or Guarantor to obtain the dismissal, or lift to stay, within 60 days after the date of filing of an involuntary bankruptcy petition or other commencement of a bankruptcy, reorganization or similar proceeding against such party; (iii) any execution, garnishment, writ or attachment of such consequence will impair Sublessee’s ability to carry on its

operations at the Subleased Property is instituted; (iv) the entry of an order for relief under the Bankruptcy Code in respect of Sublessee, Parent or Guarantor; (v) any assignment by Sublessee, Parent or Guarantor for the benefit of his, her or its creditors; (vi) the entry by Sublessee, Parent or Guarantor into an agreement of composition or other debt restructuring, workout or similar agreement with some or all of its creditors; (vii) the approval by a court of competent jurisdiction of a petition applicable to Sublessee, Parent or Guarantor in any proceeding for its reorganization or liquidation instituted under the provisions of any state or federal insolvency, creditors' rights or similar laws; or (viii) the appointment by final order, judgement or decree of a court of competent jurisdiction of a receiver, administrator, custodian or other person taking possession or control of the whole or any substantial part of the properties or assets of Sublessee, Parent or Guarantor (provided such receiver, administrator, custodian or other person shall not have been removed or discharged within 60 days of the date of qualification).

(h) The sale of the interest of Sublessee in the Subleased Property under execution or other legal process;

(i) Any Assignment or other conveyance or transfer in violation of this Sublease, including a Prohibited Assignment;

(j) The abandonment of the Subleased Property by Sublessee other than temporary abandonment in connection with a Casualty and other than abandonment required by applicable Legal Requirements that is not due to any wrongful act or omission of any Sublessee or any Affiliate;

(k) Sublessee voluntarily ceases operations upon the transfer/discharge of all residents at any Facility for a period in excess of twenty-four (24) hours, except in the event of act of God, fires, explosions, earthquake, floods, etc., casualty damage, capital improvements (to the extent approved by Sublessor as provided herein), or as otherwise required by applicable Legal Requirements;

(l) Without the prior written consent of Sublessor, the voluntary transfer by Sublessee of residents from any Facility to any other nursing home facility owned or leased or under common control with Sublessee or its affiliates where such transfer is not for reasons relating to the health and well-being of the patients transferred or is otherwise required by law;

(m) (i) The License for any Facility or any other Government Authorization is canceled, suspended, reduced to provisional or temporary or otherwise limited or invalidated and not reinstated within forty five (45) days thereafter, (ii) license revocation or decertification proceedings are commenced against Sublessee and not dismissed within forty five (45) days, (iii) any reduction occurs in the number of licensed beds or units at any Facility and such original number of beds (other than reductions merely due to a change of governmental policy regarding density of beds or units and not attributable to the acts or omissions of Sublessee or its Affiliates) and such original number of beds is not reinstated within

forty five (45) days, (iv) a denial of payment for new admissions is issued for any Facility, or an admissions ban is issued for any Facility that remains effective for one hundred and twenty (120) days, (provided, however, that such cure period and each other cure period under Section 19.1(m)(i) through (iv) shall be automatically extended for each day that the condition to be cured persists solely because of a failure of the SLA to revisit the applicable Facility and issue its findings with respect to such revisit), (v) Intentionally Omitted, or (vi) any Facility's participation in any federal or state health care program, including Medicare or Medicaid, is suspended, canceled or revoked, any Medicare or Medicaid provider agreement of a Sublessee is terminated, or a Sublessee or any of its owners, officers or directors is debarred, excluded, suspended or disqualified from participating with any federal or state health care program, including Medicare or Medicaid. For avoidance of doubt, notwithstanding anything contained herein, any Facility being identified by CMS as a "Special Focus Facility" shall not constitute an Event of Default hereunder;

(n) (i) The removal by any local, state or federal agency having jurisdiction over the operation of the Facility of 10% or more of any residents located at the Facility other than as a result of Force Majeure or during any period of repair or restoration following damage, destruction or a partial Taking or (ii) the appointment of temporary management or a receiver for any Facility by a Governmental Authority having authority over such Facility or Sublessee;

(o) The occurrence of a default which remains uncured for the applicable cure period provided under a line of credit or similar loan maintained by Sublessee, if such default would be reasonably likely to (i) impair Sublessee's ability to pay its financial obligations under this Sublease or (ii) materially and adversely affect the operations of the Facilities;

(p) The failure of any of the Sublessee to pay any and all fees or bed taxes assessed against any Facility prior to delinquency or in accordance with any payment plan with the applicable Governmental Authority (subject to Sublessor's agreement with such payment plan, in accordance with the terms of this Sublease), and such failure continues for ten (10) Business Days;

(q) If a Guaranty Event of Default shall occur on the part of Guarantor; or

(r) Any representation or warranty made by Sublessee, Parent or Guarantor in this Sublease or any other document executed or delivered by Sublessee, Parent or Guarantor in connection with or to secure or guaranty this Sublease, or any report, certificate, application, financial statement or other instrument furnished by Sublessee, Parent or Guarantor pursuant hereto or thereto shall prove to be false, misleading or incorrect in any material respect as of the date made and if susceptible to cure is not cured within the time periods set forth in clause (b) of this Section 19.1 after written notice from Sublessor.

Notwithstanding any of the foregoing, in the event that any happening occurs in the first twelve (12) months which arises from the acts or omissions of Owner or Sublessor or a condition that was in existence or event that occurred prior to or as of the Effective Date, the same shall not constitute an Event of Default under Section 19 (m) and (n); provided, however that Sublessee shall diligently pursue the cure as soon as reasonably practicable, and in any event within twelve (12) months, provided if such cannot be cured within such twelve (12) month period, and Sublessee is diligently pursuing such cure, such cure period shall be extended while Sublessee is diligently pursuing such cure.

## ARTICLE XX - RESERVED

### ARTICLE XXI - SUBLESSOR'S REMEDIES UPON DEFAULT

21.1 Upon the occurrence of an Event of Default, and at any time thereafter until Sublessor waives the default in writing or acknowledges cure of the default in writing, at Sublessor's option, without declaration, notice of nonperformance, protest, notice of protest, notice of default, notice to quit or any other notice or demand of any kind except to the extent required by law, Sublessor may exercise any and all rights and remedies provided in this Sublease, any Sublease Document, the Guaranty and/or any other any related agreement or otherwise provided under law or in equity, including, without limitation, any one or more of the following remedies:

(a) Sublessor may, if it so elects, and with notice of such election to Sublessee, and upon demand upon Sublessee, forthwith terminate this Sublease, and Sublessee's right to possession of the Subleased Property, or, at the option of Sublessor, terminate Sublessee's right to possession of the Subleased Property without terminating this Sublease. Upon any such termination of this Sublease, or upon any such termination of Sublessee's right to possession without termination of this Sublease Sublessee shall vacate the Subleased Property immediately, and shall quietly and peaceably deliver possession thereof to Sublessor, and Sublessee hereby grant to Sublessor full and free license to enter into and upon the Subleased Property in such event with process of law and to repossess the Subleased Property as Sublessor's former estate. In the event of any such termination of this Sublease, Sublessor shall again have possession and enjoyment of the Subleased Property to the extent as if this Sublease had not been made and may record any termination of memorandum of Sublease delivered by Sublessee to Sublessor pursuant to Section 38.9 hereof, and thereupon this Sublease and everything herein contained on the part of Sublessee to be done and performed shall cease and terminate, all, however, without prejudice to and without relinquishing the rights of Sublessor to Rent (which, upon such termination of this Sublease and entry of Sublessor upon the Subleased Property, shall, in any event, be the right to receive Rent due up to the time of such entry) or any other right given to Sublessor hereunder or by operation of law.

(b) Sublessor may re-enter and take possession of the Subleased Property and Sublessee's Property without terminating this Sublease, and lease the Subleased Property and Sublessee's Property for the account of Sublessee, holding

Sublessee liable for all costs of Sublessor in reletting the Subleased Property and Sublessee's Property and for the difference in the amount received by such reletting and the amounts payable by Sublessee under this Sublease.

(c) Sublessor may re-enter the Subleased Property and have, repossess and enjoy the Subleased Property and, in such event, Sublessee and its successors and assigns shall remain liable for any contingent or unliquidated obligations or sums owing at the time of such repossession.

(d) Sublessor may have access to and inspect, examine and make copies of the books and records and any and all accounts, data and income tax and other returns of Sublessee insofar as they pertain to the Subleased Property.

(e) Sublessor may accelerate all of the unpaid Rent hereunder and Sublessee shall be liable for the present value of the aggregate Rent for the unexpired Term, discounted at an annual rate equal to the then current U.S. Treasury Note rate for the closest comparable term; provided, however that Sublessor shall not have the right to deliver a Sublessor Notice and exercise the remedy set forth in this paragraph unless Sublessee fails to provide an Early Notice.

(f) Sublessor may take whatever action at law or in equity as may appear necessary or desirable to collect the Rent and other amounts payable under this Sublease then due and thereafter to become due, or to enforce performance and observance of any obligations, agreements or covenants of Sublessee under this Sublease.

(g) With respect to the Collateral or any portion thereof and Sublessor's security interest therein, Sublessor may exercise all of its rights as secured party under Article 9 of the Uniform Commercial Code. Sublessor may sell the Collateral by public or private sale upon five days' notice to Sublessee. Sublessee agrees that a commercially reasonable manner of disposition of the Collateral shall include, without limitation and at the option of Sublessor, a sale of the Collateral, in whole or in part, concurrently with the sale of the Subleased Property.

(h) Sublessor may obtain control over and collect the Receivables and apply the proceeds of the collections to satisfaction of the Obligor Group Obligations unless prohibited by law. Sublessee appoint Sublessor or its designee as attorney for Sublessee, respectively, with powers (i) to receive, to endorse, to sign and/or to deliver, in Sublessee's name or Sublessor's name, any and all checks, drafts and other instruments for the payment of money relating to the Receivables, and to waive demand, presentment, notice of dishonor, protest and any other notice with respect to any such instrument; (ii) to sign Sublessee's name on any invoice or bill of lading relating to any Receivable, drafts against account debtors, assignments and verifications of Receivables and notices to account debtors; (iii) to send verifications of Receivables to any account debtor; and (iv) to do all other acts and things necessary to carry out this Sublease. Sublessor shall not be liable for any omissions, commissions, errors of judgment or mistakes in fact or law made in the

exercise of any such powers. At Sublessor's option, Sublessee shall (i) provide Sublessor a full accounting of all amounts received on account of Receivables with such frequency and in such form as Sublessor may require, either with or without applying all collections on Receivables in payment of the Obligor Group Obligations; or (ii) deliver to Sublessor on the day of receipt all such collections in the form received and duly endorsed by Sublessee, as applicable. At Sublessor's request, Sublessee shall institute any action or enter into any settlement determined by Sublessor to be necessary to obtain recovery or redress from any account debtor in default of Receivables. Sublessor may give notice of its security interest in the Receivables to any or all account debtors with instructions to make all payments on Receivables directly to Sublessor, thereby terminating Sublessee's authority to collect Receivables. After terminating Sublessee's authority to enforce or collect Receivables, Sublessor shall have the right to take possession of any or all Receivables and records thereof and is hereby authorized to do so, and only Sublessor shall have the right to collect and enforce the Receivables. Prior to the occurrence of an Event of Default, at Sublessee's cost and expense, but on behalf of Sublessor and for Sublessor's account, Sublessee shall collect or otherwise enforce all amounts unpaid on Receivables and hold all such collections in trust for Sublessor, but Sublessee may commingle such collections with Sublessee's own funds, until Sublessee's authority to do so has been terminated, which may be done only after an Event of Default. Notwithstanding any other provision hereof, Sublessor does not assume any of Sublessee's obligations under any Receivable, and Sublessor shall not be responsible in any way for the performance of any of the terms and conditions thereof by Sublessee.

(i) Without waiving any prior or subsequent Event of Default, Sublessor may waive any Event of Default or, with or without waiving any Event of Default, remedy any Event of Default.

(j) Sublessor may enter and take possession of the Subleased Property or any portion thereof and any one or more Facilities without terminating this Sublease and complete construction and renovation of the Improvements (or any part thereof) and perform the obligations of Sublessee under the Sublease Documents. Without limiting the generality of the foregoing and for the purposes aforesaid, Sublessee hereby appoints Sublessor or its designee as its attorney in fact with full power to do any of the following: (i) complete construction, renovation and equipping of the Improvements in the name of Sublessee; (ii) use funds that may be reserved, escrowed, or set aside for any purposes hereunder at any time, to complete the Improvements; (iii) make changes in the plans and specifications that shall be necessary or desirable to complete the Improvements in substantially the manner contemplated by the plans and specifications; (iv) retain or employ new general contractors, subcontractors, architects, engineers and inspectors as shall be required for said purposes; (v) pay, settle or compromise all existing bills and claims, which may be liens or security interests, or to avoid such bills and claims becoming liens against the Facility or security interest against fixtures or equipment, or as may be necessary or desirable for the completion of the construction and equipping of the Improvements or for the clearance of title; (vi) execute all applications and

certificates, in the name of Sublessee that may be required in connection with any construction; (vii) do any and every act that Sublessee might do on its own behalf to prosecute and defend all actions or proceedings in connection with the Improvements; and (viii) execute, deliver and file all applications and other documents and take any and all actions necessary to transfer the operations of the Facility to Sublessor or Sublessor's designee. This power of attorney is a power coupled with an interest and cannot be revoked.

(k) Sublessor may apply, with or without notice to Sublessee, for the appointment of a receiver ("Receiver") for Sublessee or Sublessee's business or for the Subleased Property or any portion thereof. Unless prohibited by law, such appointment may be made either before or after termination of Sublessee's possession of the Subleased Property, without notice, without regard to the solvency or insolvency of Sublessee at the time of application for such Receiver and without regard to the then value of the Subleased Property, and Sublessor or Sublessor's designee may be appointed as Receiver. After the occurrence of an Event of Default, Sublessor shall be entitled to appointment of a receiver as a matter of right and without the need to make any showing other than the existence of an Event of Default. The Receiver shall have the power to collect the rents, income, profits and Receivables of the Real Property during the pendency of the receivership and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Real Property during the whole of said proceeding. All sums of money received by the Receiver from such rents and income, after deducting therefrom the reasonable charges and expenses paid or incurred in connection with the collection and disbursement thereof, shall be applied to the payment of the Rent or any other monetary obligation of Sublessee under this Sublease, including, without limitation, any losses or damages incurred by Sublessor under this Sublease. Sublessee, if requested to do so, will consent to the appointment of any such Receiver as aforesaid.

(l) Sublessor may terminate any management agreement with respect to any of the Facilities and shall have the right to retain one or more managers for the Facilities at the expense of Sublessee, such manager(s) to serve for such term and at such compensation as Sublessor reasonably determines is necessary under the circumstances.

(m) Sublessor may demand payment from Sublessee of an amount equal to the Outstanding Straight Line Rent Receivable accrued by Sublessor under this Sublease as of the date that Sublessee surrenders possession of the Real Property ("Surrender Date"). As used herein, the "Outstanding Straight Line Rent Receivable" means (i) the amount of Base Rent that would have accrued under this Sublease, up to the Surrender Date if the Base Rent were calculated based upon the mathematical average of Sublessor's rate of return over the entire Term after taking into account the Base Rent annual increases for each Sublease Year of the entire Term, minus (ii) the amount of Base Rent payable under this Sublease, up to the Surrender Date.

(n) Upon a Reporting Default with respect to reports set forth on Exhibit 12-b (excluding reports 19 and 25-31), the sole remedy of Sublessor shall be a daily fine of \$100 per day following the date due until cured. Sublessor shall provide written notice of such missing report; provided, however, that the penalty shall commence the day following the due date of such report. If the Reporting Default as set forth on Exhibit 12-b (excluding reports 19 and 25-31) are not cured within thirty (30) days of the date due, Owner shall have the right to require Sublessee to hire a designated employee or contractor reasonably approved by Owner who shall have full access to the data required to produce the reports set forth on Exhibit 12-b and whose sole job shall be to produce such reports. For clarity, there shall be no other remedy for Reporting Default and no right to terminate the Sublease or Purchase Option.

21.2 In the event of an Event of Default and Sublessor elects either to terminate this Sublease or to terminate Sublessee's right to possession of the Real Property, then all Government Authorizations (including the License and Provider Agreements) issued in connection with or relating to the Subleased Property and any Facility thereon shall be deemed as being assigned to Sublessor to the extent the same are legally assignable. Sublessor shall also have the right to continue to utilize the telephone numbers, internet domain and name used by Sublessee in connection with the operation of any Facility. In connection with the foregoing clauses of this Section 21.2, this Sublease shall be deemed and construed as an assignment for purposes of vesting in Sublessor all right, title and interest in and to (a) all Government Authorizations (including the License and Provider Agreements) obtained in connection with the operation of such Facility and (b) the names and telephone numbers used in connection with the operation of such Facility. Sublessee hereby agree to take such other action and execute such other documents as may be reasonably necessary in order to vest in Sublessor all right, title and interest to the items specified herein.

21.3 If Sublessee abandons the Real Property or otherwise entitles Sublessor so to elect, and Sublessor elects to terminate Sublessee's right to possession only, without terminating this Sublease Sublessor may, at its option, enter into the Real Property, remove Sublessee's signs and other evidences of tenancy and take and hold possession thereof as in the foregoing Section 21.1 of this Article provided, without such entry and possession terminating this Sublease or releasing Sublessee, in whole or in part, from Sublessee's obligation to pay the Rent hereunder for the full remaining term of this Sublease, and in any such case, Sublessee shall pay to Sublessor a sum equal to the entire amount of the Rent reserved hereunder and required to be paid by Sublessee up to the time of such termination of the right of possession plus any other sums then due hereunder. Upon and after entry into possession without termination of this Sublease, Sublessor may attempt to relet the Subleased Property for the account of Sublessee for such rent, or may operate any Facility for such time and upon such terms as Sublessor in its sole discretion shall determine. In the event Sublessor elects to take possession and operate the Real Property any profits due to such operation shall reduce the rents payable hereunder. In any such case, Sublessor may make repairs, alterations and additions in or to the Real Property, to the extent reasonably deemed by Sublessor desirable, and Sublessee shall, upon demand, pay the cost thereof, together with Sublessor's expenses of reletting. If the consideration collected by Sublessor upon any such reletting is not

sufficient to pay monthly the full amount of Rent reserved in this Sublease, together with the costs of repairs, alterations, additions and Sublessor's expenses, Sublessee shall pay to Sublessor the amount of each monthly deficiency upon demand.

21.4 No receipt of funds by Sublessor from Sublessee after termination of this Sublease or of possession of the Real Property or after commencement of any law suit or proceeding against Sublessee shall in any way reinstate, continue or extend this Sublease or in any way be deemed a waiver by Sublessor of any of its rights unless consented to in writing by Sublessor.

21.5 Concurrently herewith, Parent and all of the members of Sublessee shall execute and deliver an executed resolution providing any authorized signatory of Sublessor Agent with authority with respect to certain matters set forth therein, in the form of Exhibit 9 attached hereto (the "Surrender Resolution"), to be held in escrow by Sublessor, which may be exercised upon any Event of Default hereunder.

#### ARTICLE XXII - LIABILITY OF SUBLESSOR

It is expressly agreed by the parties that in no case shall Sublessor or its Affiliates, or any partners, officers, directors, manager, members, agents or employees of Sublessor or any of their respective Affiliates (collectively, "Sublessor Parties") be liable under any express or implied covenant, agreement or provisions of this Sublease for any damages whatsoever to Sublessee beyond the loss of rent reserved in this Sublease, accruing after or upon any act or breach hereunder on the part of Sublessor and for which damages may be sought to be recovered against Sublessor. Anything to the contrary notwithstanding, under no circumstances shall any personal liability attach to or be imposed upon any partners, officers, directors, managers, members, agents or employees or employees of Sublessor. Sublessor Parties will not be liable for any loss, injury, death or damage (including consequential damages) to persons, property or Sublessee's business occasioned by theft, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, order of governmental body or authority, fire, explosion, falling objects, steam, water, rain or snow, leak or flow of water (including water from the elevator system), rain or snow from the Real Property or into the Real Property or from the roof, street, subsurface or from any other place, or by dampness or from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures of the Real Property, or from construction, repair or alteration of the Real Property, or from any acts or omissions of any other occupant or visitor of the Real Property, or from any other cause beyond Sublessor's control.

#### ARTICLE XXIII - CUMULATIVE REMEDIES OF SUBLESSOR

The specific remedies to which Sublessor may resort under the terms of this Sublease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Sublessor may be lawfully entitled in case of any breach or threatened breach by Sublessee of any provision or provisions of this Sublease. The failure of Sublessor to insist, in any one or more cases, upon the strict performance of any of the terms, covenants, conditions, provisions or agreements of this Sublease, or to exercise any option herein contained, shall not be construed as

a waiver or relinquishment for the future of any such term, covenant, condition, provisions, agreement or option.

#### ARTICLE XXIV - SUBLESSOR'S LIEN

24.1 Collateral. To secure the prompt payment and performance in full when due in accordance with the terms of this Sublease of the Secured Obligations, whether now existing or arising hereafter, pursuant to this Sublease, Sublessee hereby unconditionally and irrevocably grants, assigns, transfers, mortgages, charges and pledges to Owner and Sublessor a valid and continuing first lien security interest in, lien on and right of set off and recoupment against ("Owner's Lien") (i) each right and interest of Sublessee in and to this Sublease, (ii) any of Sublessee's accounts receivable, furnishings, equipment, fixtures, general intangibles, inventory, goods or property of any kind belonging to Sublessee and located at or used in connection with the Facilities, whether now owned or hereafter acquired or arising and wherever located and (iii) all proceeds of any and all of the foregoing (the "Collateral"). Notwithstanding the foregoing, Sublessor's and Owner's Lien (other than on the License, Provider Agreements and furniture, fixtures and equipment) shall be subject and subordinate to any lien thereon granted by Sublessee from time to time to any Institutional Lender but only to the extent granted as security for working capital financing, secured by Sublessee's accounts receivable on account of Medicare, Medicaid and other similar reimbursements by third party payors and other assets, to be utilized solely for operation of any Facility as permitted in this Sublease and to all renewals, modifications, extensions and replacements thereof, if such lender enters into an intercreditor agreement in form and substance reasonably satisfactory to Sublessor and Owner (all such intercreditor agreements, collectively, the "Intercreditor Agreement"; such working capital financing facilities, collectively, the "Financing Facilities"); Sublessee agrees to assist Sublessor in good faith to facilitate the execution of the foregoing intercreditor agreement. Sublessor agrees to prepare and file, or consent to the filing of, within five (5) Business Days following Sublessee's request therefor, such financing statements or other instruments as may be reasonably requested by Sublessee to evidence or effect subordination of Sublessor's Lien to the lien of the Institutional Lender described above. Any financing statement evidencing or perfecting Sublessor's Lien shall expressly provide for such subordination with respect to Sublessee's accounts receivable or personal property of any kind. The subordination to Sublessee's Institutional Lender shall be on such lender's form of subordination agreement as reasonably agreed to by Sublessor. Such Sublessor's Lien is granted for the purpose of securing the payments of Rent, charges, penalties, and damages herein covenanted to be paid by Sublessee, and for the purpose of securing the payment and performance of all of Sublessee's obligations under this Sublease's obligations under the Subleases, including without limitation any fees, costs and expenses of Sublessor required to be paid, indemnified or reimbursed by Sublessee pursuant to the terms of this Sublease (collectively the "Secured Obligations"). Such Sublessor's Lien shall be in addition to all rights to Sublessor given and provided by law. This Sublease shall constitute a security agreement under the Uniform Commercial Code granting Sublessor a security interest in the Collateral. Sublessee hereby irrevocably authorize Sublessor at any time and from time to time to file in any jurisdiction any initial Uniform Commercial Code financing statements and/or amendments or continuations

thereto naming Sublessor as secured party and Sublessee as debtor, that (a) describe the Collateral and (b) contain any other information required by part 5 of Article 9 of the Uniform Commercial Code for sufficiency or filing office acceptance of any financing statement, amendment or continuation, and which shall evidence Sublessor's perfection of Sublessor's Lien on the Collateral, as security for the Secured Obligations. Upon the request by Sublessor, Sublessee shall furnish to Sublessor such further information, execute and deliver such other documents and do all such other acts and things as Sublessor may at any time, or from time to time, reasonably request as being necessary or appropriate to establish and maintain a perfected first security interest in the Collateral or to otherwise evidence, document or conclude the transactions contemplated hereby; provided that all such documents shall be prepared and filed or recorded at the expense of Sublessee. Sublessor agrees to release such liens upon the expiration of this Sublease, to the extent all obligations of Sublessee to Sublessor have been satisfied, or upon the closing pursuant to the Purchase Option.

24.2 Sub-Sublease. Any Sub-Sublease shall include the provisions set forth in Exhibit 17 (the "Sub-Sublease Requirements").

24.3 At the request of Sublessor, Sublessee shall execute additional security agreements, control agreements, financing statements, and such other documents as may be requested by Sublessor to maintain and perfect such security interest. Sublessee authorizes Sublessor to file financing statements describing the Collateral to perfect and maintain the security interest granted hereunder without the signature or any further authorization of Sublessee. Sublessor intends to file financing statements electronically to the extent permitted by the applicable filing offices. As a courtesy, Sublessor may provide sample hard copies to Sublessee and its legal counsel of the initial financing statements but the appearance and content of the actual filings displayed or printed by each filing office may vary from the sample copies.

24.4 With respect to any sale or other disposition of any of the Collateral after the occurrence of an Event of Default, Sublessor and Sublessee agrees that the giving of five days' notice by Sublessor, sent by overnight delivery, postage prepaid, to Sublessee's notice address designating the time and place of any public sale or the time after which any private sale or other intended disposition of such Collateral is to be made, shall be deemed to be reasonable notice thereof and Sublessee waive any other notice with respect thereto.

24.5 Recharacterization. Except as otherwise required by applicable Legal Requirements or any accounting rules or regulations, Sublessor and Sublessee hereby acknowledge and agree that this Sublease shall be treated as an operating lease for all purposes and not as a synthetic lease, financing lease or loan, and that Sublessor shall be entitled to all the benefits of ownership of the Real Property, including depreciation for all federal, state and local tax purposes. However, if despite the parties' intent, it is determined or adjudged by a court for any reason that this Sublease is not a true operating lease or if this Sublease is recharacterized as a financing arrangement, then this Sublease shall be considered a secured financing agreement and Sublessor's title to the Real Property shall constitute a perfected first priority lien in Sublessor's favor on the Real

Property to secure the payment and performance of all obligations under this Sublease. To that end, Sublessee hereby grants, assigns and transfers to Sublessor a mortgage and security interest in all right, title or interest in the Real Property, in addition to the Collateral, as security for the prompt and complete payment and performance when due of Sublessee's obligations hereunder.

#### ARTICLE XXV - INDEMNIFICATION

25.1 Sublessee agrees to protect, indemnify and save harmless Sublessor and Owner and any future tenants of Sublessor with respect to any of the Facilities from and against any claims, demands, losses and causes of action of any nature whatsoever asserted against or incurred by Sublessor on account of: (a) any failure on the part of Sublessee during the Term of this Sublease to perform or comply with any of the terms of this Sublease that are to be performed by Sublessee; (b) any activity, work, operation, or thing done, permitted or suffered by Sublessee in or about the Subleased Property; (c) injury to or death of persons or loss of or damage to property, occurring on the Real Property or any adjoining sidewalks, streets or ways or in any manner growing out of or connected with the use or occupation of the Real Property or the condition thereof, or the use of any existing or future sewer system, or the use of any adjoining sidewalks, streets or ways occurring or accruing during the Term; (d) [reserved]; (e) any claims, penalties, recoveries, interest, monetary sanctions, fees, or other liabilities imposed by a governmental agency, or other third party payor related to the operations of or payments made to any Facility in respect of the Term, (f) any fees and/or bed taxes relating to any of the Facilities in respect of the Term; (g) any and all claims arising from or relating to the Facilities in respect of the Term; (h) any environmental matters covered in Section 8.4; (i) additional costs incurred by Sublessor to monitor any Facility after the occurrence of an Event of Default and prior to termination of this Sublease; and/or (j) any losses, claims, or other expenses incurred by Sublessor, or its affiliate Integra WIP Member LLC, in connection with Sublessee's obligations under the MOTA or any transition services agreements related to the Subleased Property ("Guaranty Payments"). Sublessee further agrees to pay any reasonable attorneys' fees and expenses incident to the defense by Sublessor of any such claims, demands or causes of action.

25.2 Sublessor agrees to indemnify, defend and save harmless Sublessee and Genesis Sub-sublessee from and against any liabilities, losses, claims, demands and causes of action whatsoever asserted against or incurred by Sublessee on account of any failure on the part of Sublessor during the Term of this Sublease to perform or comply with any of the terms of this Sublease. Sublessor further agrees to pay any reasonable out-of-pocket attorneys' fees and expenses incident to the defense by Sublessee of any such claims, demands or causes of action. There is expressly excluded from Sublessor's indemnity hereunder any claim or proceeding by Sublessee (for a form of relief not satisfied by the payment of money).

25.3 In the event that any liability, claim, demand or cause of action which is indemnified against by or under any term, provision, section or paragraph of this Sublease ("Indemnitee's Claim") is made against or received by any indemnified party (hereinafter "Indemnitee") hereunder, said Indemnitee shall notify the indemnifying

party (hereinafter “Indemnitor”) in writing within thirty (30) calendar days of Indemnitee’s receipt of written notice of said Indemnitee’s Claim, provided, however, that Indemnitee’s failure to timely notify Indemnitor of Indemnitee’s receipt of an Indemnitee’s Claim shall not impair, void, vitiate or invalidate Indemnitor’s indemnity hereunder nor release Indemnitor from the same, which duty, obligation and indemnity shall remain valid, binding, enforceable and in full force and effect so long as Indemnitee’s delay in notifying Indemnitor does not, solely by itself, directly and materially prejudice Indemnitor’s right or ability to defend the Indemnitee’s Claim. Upon its receipt of any or all Indemnitee’s Claim(s), Indemnitor shall, in its sole, absolute and unreviewable discretion, diligently and vigorously defend, compromise or settle said Indemnitee’s Claim at Indemnitor’s sole and exclusive cost and expense to the extent funds are available (“Available Funds”) to fully indemnify such claims, and shall promptly provide Indemnitee evidence thereof within fourteen (14) calendar days of the final, unappealable resolution of said Indemnitee’s Claim. Upon the receipt of the written request of Indemnitee, Indemnitor shall within ten (10) Business Days provide Indemnitee a true, correct, accurate and complete written status report regarding the then current status of said Indemnitee’s Claim. Prior to an Indemnification Default (as defined herein), Indemnitee may not settle or compromise an Indemnitee’s Claim without Indemnitor’s prior written consent. Failure to obtain such consent shall be deemed a forfeiture by Indemnitee of its indemnification rights hereunder. In the event that Indemnitor fails or refuses to indemnify, save, defend, protect or hold Indemnitee harmless from and against an Indemnitee’s Claim and/or to diligently pursue the same to its conclusion, or in the event that Indemnitor fails to timely report to Indemnitee the status of its efforts to reach a final resolution of an Indemnitee’s Claim, which failure to report causes Indemnitee material harm, or in the event that Indemnitor does not have the Available Funds, on seven (7) calendar days prior written notice to Indemnitor during which time Indemnitor may cure any alleged default hereunder, the foregoing shall immediately, automatically and without further notice be an event of default hereunder (an “Indemnification Default”) and thereafter Indemnitee may, but shall not be obligated to, immediately and without notice to Indemnitor, except such notice as may be required by law and/or rule of Court, intervene in and defend, settle and/or compromise said Indemnitee’s Claim at Indemnitor’s sole and exclusive cost and expense, including but not limited to attorneys’ fees, and, thereafter, within seven (7) calendar days of written demand for the same Indemnitor shall promptly reimburse Indemnitee all said Indemnitee’s Claims and the reasonable costs, expenses and attorneys’ fees incurred (out-of-pocket) by Indemnitee to defend, settle or compromise said Indemnitee’s Claims plus interest thereon from the date incurred until paid in full at a rate equal to the prime rate of interest as most recently published by the Wall Street Journal plus five percent (5%) (the “Default Rate”).

25.4 Indemnitor shall have the right, upon written notice to Indemnitee within thirty (30) calendar days of receipt of notice from Indemnitee of the commencement of such Indemnitee’s Claim, to assume the defense thereof at the expense of Indemnitor with counsel selected by Indemnitor and reasonably satisfactory to Indemnitee. If Indemnitor assumes the defense of such Indemnitee’s Claim, Indemnitee shall have the right to employ separate counsel and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of Indemnitee. If Indemnitor

assumes the defense of any Indemnitee's Claim, Indemnitee shall cooperate with Indemnitor in such defense and make available to Indemnitor all witnesses, pertinent records, materials and information in Indemnitee's possession or under Indemnitee's control relating thereto as is reasonably required by Indemnitor. If Indemnitor assumes the defense of any Indemnitee's Claim, Indemnitee shall agree to any settlement, compromise or discharge of such Indemnitee's Claim that Indemnitor may recommend and that by its terms obligates Indemnitor to pay the full amount of the liability in connection with such Indemnitee's Claim, and which releases Indemnitee completely in connection with such Indemnitee's Claim. Whether or not Indemnitor assumes the defense of any such Indemnitee's Claim, Indemnitee shall not admit any liability with respect to, or settle, compromise or discharge, or offer to settle, compromise or discharge, such Indemnitee's Claim without Indemnitor's prior written consent (which consent shall not be unreasonably withheld).

25.5 This Article XXV shall survive the expiration or earlier termination of this Sublease.

#### ARTICLE XXVI - PURCHASE OPTION

26.1 [Reserved].

26.2 Purchase Option.

(a) Sublessee (and/or its Affiliate) has been granted a purchase option to acquire the Facility pursuant to that Purchase Option Agreement between Owners and Sublessee (or its Affiliate, as applicable) (the "Purchase Option"). Sublessee (or its Affiliate) shall be permitted to exercise the Purchase Option during the Option Period (as defined in the Purchase Option), provided that there (i) is not a current Event of Default under this Sublease, and (ii) there has not been any monetary Event of Default that has not been paid in full/cured within three (3) Business Days of receipt of written notice from Sublessor to Sublessee (each an "Option Default"). In addition, Sublessor will execute a termination of this Sublease and any other documents necessary to be executed by Sublessor in order for Sellers to transfer title in the condition required by the Purchase Option at the closing of the Purchase Option.

(b) Notwithstanding the foregoing, upon Sublessee's receipt of written notice prior to the commencement of or during the Option Period (as defined in the Purchase Option) containing, in conspicuous language, in not less than 16 point bold Times New Roman font, that the Sublessor intends to terminate this Sublease as a result of the occurrence of an Event of Default as stated herein if the same is not cured within sixty (60) days of receipt of such written notice (a "Sublessor Notice") from Sublessor prior to the commencement of or during the Option Period (as defined in the Purchase Option) that Sublessor intends to terminate the Sublease as a result of the occurrence of Event(s) of Default as stated thereunder, then, Sublessee may provide an Initial Notice (as defined in the Purchase Option) (an "Early Notice") in writing to Sublessor and Owner within five (5) Business Days of receipt of the

Sublessor Notice, plus deliver any monetary amounts then constituting an Event of Default. All terms with respect to an Initial Notice shall apply to the Early Notice, provided that the Closing Date specified by the Early Notice must be within one hundred twenty (120) days thereof. In the event an Early Notice is not timely provided hereunder following the giving of a Sublessor Notice, the terms of this Section 26.2(b) shall become null and void and of no force and effect. For avoidance of doubt, failure to close following an Early Notice shall be treated in the same manner as failure to close following an Initial Notice, provided the Cure Payment (as defined in the Purchase Option) is made, the Purchase Option shall not be terminated, however no additional Early Notice may be provided and Sublessee may not exercise the Purchase Option except as set forth therein, and Sublessor may exercise any and all remedies under this Sublease as a result of such Event(s) of Default in the Sublessor Notice or otherwise.

#### ARTICLE XXVII - GENESIS SUB-SUBLESSEE

27.1 Notwithstanding anything to the contrary contained herein, Sublessor acknowledges that Genesis Sub-Sublessee is the licensed operator and the direct sublessee of the Facility as of the Effective Date and shall remain the direct sublessee of the Facility until the effective date of the MOTA, upon which date Genesis Sub-Sublessee shall become a Sub-Sublessee and Sublessee shall become the direct sublessee of the Facility hereunder and Sublessee shall manage the Facility pursuant to the MOTA. Sublessor hereby consents to the management arrangement under the MOTA and the Sub-Sublease to be entered into between Sublessee and Genesis Sub-Sublessee in the form attached to the MOTA.

#### ARTICLE XXVIII - INTENTIONALLY OMITTED

#### ARTICLE XXIX - SUPERIOR RIGHTS

29.1 Subject to the terms and conditions of this section, this Sublease and Sublessee's rights under this Sublease are subordinate to any mortgage, deed of trust or other lien against the Subleased Property, together with any renewal, consolidation, extension, modification or replacement thereof, which now or at any subsequent time affects the Subleased Property or any interest of Sublessor in the Subleased Property, except to the extent that any such instrument expressly provides that this Sublease is superior. So long as Sublessee complies with its obligations below to execute and deliver subordination, attornment and non-disturbance documentation, the foregoing subordination provision is expressly conditioned upon any mortgagee or holder being obligated and bound to recognize Sublessee as the lessee under this Sublease, and not to disturb Sublessee's possession, use and occupancy of the Subleased Property or Sublessee's enjoyment of its rights under this Sublease unless and until an Event of Default occurs hereunder. Sublessee shall promptly execute, acknowledge and deliver to Sublessor, at any time and from time to time upon demand by Sublessor, such documents as may be requested by Sublessor or any mortgagee or holder to confirm or effect any such subordination, attornment and non-disturbance so long as any such document is on such mortgagee or holder's then-current form of such document and is a

form which is then customary among institutional lenders, provided that such document (or the underlying mortgage, deed of trust, or other lien being obtained by Sublessor) shall not increase Sublessee's obligations more than to a de minimis extent nor decrease any of Sublessee's rights pursuant to this Sublease and provides for the non-disturbance of Sublessee so long as Sublessee is not in default hereunder beyond any applicable notice and cure periods. If Sublessor proposes to grant a mortgage on, or refinance any mortgage encumbering the Subleased Property or any portion thereof, including without limitation any FHA mortgage loan, Sublessee shall cooperate and comply in the process and provide any such prospective mortgagee information to which Sublessor is entitled hereunder or is otherwise part of the prospective Lender's standard requirements relating to obtaining a mortgage loan; provided, that if any such information is not publicly available, such nonpublic information shall be made available on a confidential basis. All such cooperation (including reasonable attorneys' fees and expenses of Sublessee and its working capital lender relating thereto) shall be at Sublessor's sole cost and expense, other than costs and expenses incurred by Sublessee with respect to nondisturbance agreements. Without limitation, Sublessee shall not be responsible for payment of principal and interest, any prepayment fee, or exit fee payable to Lender under the terms of the Loan Documents. Sublessee agrees to execute, acknowledge and deliver documents reasonably requested by the prospective mortgagee in such mortgagee's then-current form and is then customary among institutional lenders including without limitation modifications requested with respect to this Sublease (provided the same do not decrease Sublessee's rights under this Sublease and do not increase its obligations under this Sublease other than to a de minimis extent). Without limiting the generality of the foregoing, Sublessee agrees (but only if Sublessee's out-of-pocket expenses are covered by Sublessor) to execute and deliver documentation granting to Lender a subordinate security interest in Sublessee's accounts and other assets, and loan and bank documents in connection with the same, including an Intercreditor Agreement and Rider to Intercreditor Agreement, and to setup and maintain lockboxes to effectuate the same (all in form and substance reasonably acceptable to Sublessee). Notwithstanding anything herein to the contrary and for purposes of clarity, neither Sublessor nor Owner shall enter into any Loan Documents which materially increases Sublessee's obligations, other than to a de minimis extent, under this Sublease without Sublessee's prior written consent.

29.2 If any holder of any mortgage, indenture, deed of trust or other similar instrument described in Section 29.1 succeeds to Sublessor's interest in the Subleased Property, Sublessee will pay to such holder all Rent subsequently payable under this Sublease. Sublessee shall, upon request of anyone succeeding to the interest of Sublessor, automatically become the tenant of, and attorn to, such successor in interest without changing this Sublease. The successor in interest will not be bound by (i) any payment of Rent for more than one month in advance; (ii) any amendment or modification of this Sublease thereafter made without its consent as provided in this Sublease; (iii) any claim against Sublessor arising prior to the date on which the successor succeeded to Sublessor's interest; or (iv) any claim or offset of Rent against Sublessor. Upon request by Sublessor or such successor in interest and without cost to Sublessor or such successor in interest, Sublessee will execute, acknowledge and deliver an instrument or instruments confirming the attornment. If Sublessee fails or refuses to execute,

acknowledge and deliver any such instrument within 20 days after written demand, then Sublessor or such successor in interest will be entitled to execute, acknowledge and deliver any document on behalf of Sublessee as Sublessee's attorney-in-fact. Sublessee hereby constitutes and irrevocably appoints Sublessor, its successors and assigns, as Sublessee's attorney-in-fact to execute, acknowledge and deliver on behalf of Sublessee any such document. This power of attorney is coupled with an interest and is irrevocable.

#### ARTICLE XXX - REPRESENTATIONS

30.1 Sublessor represents, warrants and covenants to Sublessee as follows:

(a) Sublessor has the legal right, power and authority to enter into this Sublease and to perform its obligations hereunder and consummate the transactions contemplated hereby, and the execution, delivery and performance of this Sublease have been duly authorized and no other action by Sublessor is requisite to the valid and binding execution, delivery and performance of this Sublease. This Sublease and all of the documents to be delivered by Sublessor in connection herewith constitute legal, valid and binding obligations of Sublessor, enforceable in accordance with their terms.

(b) This Sublease and all agreements, instruments and documents herein provided to be executed or to be caused to be executed by Sublessor are, or when executed by Sublessor will be, duly authorized, executed and delivered by Sublessor and are binding in accordance with their terms upon Sublessor, subject to the effect of bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application and of legal or equitable principles generally and covenants of good faith and fair dealing.

(c) Sublessor is a limited liability company, duly organized and validly existing under the laws of the State of Delaware, and has the full right and power to enter into, and perform its obligations under this Sublease 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 Sublease and all agreements and documents entered into or executed in connection therewith.

(d) Neither the execution and delivery of this Sublease by Sublessor, nor any agreement referred to or contemplated hereby, nor anything provided in or contemplated by this Agreement or any such other agreement, document or instrument, does now or will hereafter breach, invalidate, cancel, make inoperative or interfere with, or result in the acceleration or maturity of, any agreement, document, instrument, right or interest, affecting or relating to Sublessor including, without limitation, the Master Lease.

(e) [Reserved.]

(f) No representation or warranty by or on behalf of Sublessor contained in this Sublease and no statement by or on behalf of Sublessor in any certificate, list, exhibit or other instrument furnished or to be furnished to Sublessee by or on behalf of Sublessor 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.

(g) Unless otherwise indicated in a specific representation or warranty contained herein, each representation and warranty of Sublessor hereunder shall be true, complete and correct in all material respects as of the date hereof and as of the Commencement Date with the same force and effect as though such representation or warranty made on such date, and all representations and warranties shall survive the Commencement Date.

(h) The exhibits and schedules furnished by Sublessor in connection with this Sublease 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.

(i) Sublessor hereby warrants and represents that (i) it is now leasing the Real Property pursuant to the terms and provisions set forth in the Master Lease, (ii) the Master Lease is in full force and effect, (iii) Sublessor has a valid leasehold interest in the Real Property under the Master Lease, (iv) Owner is not in default of the Master Lease and no event has occurred that with the giving of notice, the passage of time, or both would cause Owner to be in default pursuant to the Master Lease, (v) Sublessor is not in default of the Master Lease and no event has occurred that with the giving of notice, the passage of time, or both would cause Sublessor to be in default pursuant to the Master Lease; (vi) this Sublease is permitted under the terms of the Master Lease and Sublessor has the authority to enter into this Sublease under the terms of the Master Lease; and (v) Sublessor is not insolvent and is able to pay its debts as they become due.

(j) Sublessor covenants and agrees it will make payment of the rentals reserved under the Master Lease as and when due, conditioned on Sublessee's timely performance of its rental obligations hereunder. Sublessor shall be in default hereunder for failure to comply in material respects with any term or condition of the Master Lease that is not the express obligation of Sublessee hereunder, and any acts or omissions of Sublessor as tenant arising prior to the Term. Sublessor agrees to obtain a recognition agreement from Owner of this Sublease in the form as attached hereto as Exhibit 18.

(k) If Owner becomes the subject of a case under the Bankruptcy Code and Owner or any trustee of Owner rejects or seeks authority to reject or terminate the Master Lease or Purchase Option, (i) Sublessor shall promptly notify Sublessee of same, (ii) Sublessor shall elect, and does hereby elect, without further act, unless Sublessee consents to any other election (in its sole discretion), to remain

in possession of all the Subleased Property for the remainder of the Master Lease term, (iii) any purported election by Sublessor to treat the Master Lease, Purchase Option or Sublessor's right of possession to be terminated shall be void, unless Sublessee shall expressly consent to such election in Sublessee's sole discretion, and (iv) the assignments, liens and security interests from Sublessor to Owner under the Master Lease shall not be impaired by such rejection or purported termination.

30.2 Sublessee represents, warrants and covenants to Sublessor as follows:

(a) Sublessee has the legal right, power and authority to enter into this Sublease and to perform its obligations hereunder and consummate the transactions contemplated hereby, and the execution, delivery and performance of this Sublease has been duly authorized and no other action by Sublessee is requisite to the valid and binding execution, delivery and performance of this Sublease. This Sublease and all of the documents to be delivered by Sublessee in connection herewith constitute legal, valid and binding obligations of Sublessor, enforceable in accordance with their terms.

(b) This Sublease and all agreements, instruments and documents herein provided to be executed or to be caused to be executed by Sublessee are, or when executed by Sublessee will be, duly authorized, executed and delivered by Sublessee and are binding in accordance with their terms upon Sublessor, subject to the effect of bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application and of legal or equitable principles generally and covenants of good faith and fair dealing.

(c) Sublessee is a limited liability company, duly organized and validly existing in good standing under the laws of the State of Delaware, and has full right and power to enter into, or perform its obligations under this Sublease and has taken all requisite actions to authorize the execution, delivery and performance of this Sublease.

(d) Neither the execution and delivery of this Sublease by Sublessee, nor any agreement referred to or contemplated hereby, nor anything provided in or contemplated by this Agreement or any such other agreement, document or instrument, does now or will hereafter breach, invalidate, cancel, make inoperative or interfere with, or result in the acceleration or maturity of, any agreement, document, instrument, right or interest, affecting or relating to Sublessee.

(e) Sublessee acknowledge that it has inspected the Subleased Property and, subject to the representations and warranties of Sublessor provided above and further subject to the other terms and conditions of this Sublease, agrees to lease the same in its present "AS IS-WHERE IS" condition. Sublessee further acknowledges, except as set forth explicitly in this Sublease, that Sublessor makes no representations, express or implied, as to the physical condition of the Subleased Property or any other matter or thing affecting or related to the Subleased Property.

(f) In addition to all other covenants contained herein, Sublessee expressly covenants that it shall keep and maintain at each Facility at all times in good order and repair in the condition as of the date hereof all items of Sublessor's Personal Property and Sublessee's Property necessary for operating such Facility in material compliance with (x) all material laws, rules and regulations of CMS, the applicable SLA and any other applicable Governmental Authorities and (y) the Loan Documents. Sublessee shall maintain all such items in good order and repair in accordance with the terms of this Sublease and the Loan Documents, subject to reasonable wear and tear, and shall promptly replace any such items which become obsolete, damaged or destroyed with substitute items equivalent to that which has been replaced and such replacement items shall become and be deemed the personal property of Sublessor.

(g) No representation or warranty by or on behalf of Sublessee contained in this Sublease and no statement by or on behalf of Sublessee in any certificate, list, exhibit, schedule or other instrument furnished or to be furnished to Sublessor by or on behalf of Sublessee pursuant hereto contains any untrue statement of a substantial fact, or omits or will omit to state any substantial 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 substantial respect.

(h) Unless otherwise indicated in a specific representation or warranty contained herein, each representation and warranty of Sublessee hereunder shall be true, complete and correct in all material respects as of the Commencement Date with the same force and effect as though such representation or warranty was made on such date, and all representations and warranties shall survive the Commencement Date.

#### ARTICLE XXXI - NON-SOLICITATION

31.1 Neither Sublessee, nor any affiliate of Sublessee (the "Restricted Parties") (including any other facility and/or entity in which the Restricted Parties have equal to or greater than a 50% stake in the profits) shall solicit or hire any employee of any Facility, that is of the management and/or department head level, without Sublessor's written consent, with such consent not to be unreasonably withheld, (i) following the occurrence of an Event of Default and while the same remains uncured and (ii) the during twelve (12) month period following the expiration or termination of this Sublease (other than in connection with the Purchase Option); provided that promotion of any such employee to a higher level position that includes other facilities in addition to the facility at which such employee was employed prior thereto, or the transfer of a senior employee whose role was limited to improving operations at a Facility and the need for such role is no longer present at such Facility, shall not constitute a breach of this Section 31.1; and provided, further, that the foregoing restrictions applicable during the Term shall apply only during the continuance of an Adverse Event. Sublessee acknowledges that if there is a breach or threatened breach of this Section 31.1, then, in addition to any and all other rights and remedies that may be available to Sublessor in respect of such breach and at Sublessor's sole discretion, Sublessor shall be entitled to the following remedies:

(a) as liquidated damages for each such employee, Sublessee shall pay to Sublessor an amount equal to Fifty Thousand Dollars (\$50,000.00); and (b) equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond), it being acknowledged that a breach or threatened breach of this Section 31.1 would give rise to irreparable harm to Sublessor, for which monetary damages would not be an adequate remedy. Sublessee further acknowledges that the scope and duration of the provisions of this Article XXXI are reasonable. Notwithstanding the foregoing, there shall be no violation of this provision to the extent such employee was terminated by the successor operator of the Facility, or such employee was hired in response to such employee seeking employment in connection with a general solicitation or marketing materials which are not direct specifically to any such employee(s).

#### ARTICLE XXXII - AFFIRMATIVE COVENANTS OF SUBLESSEE

32.1 Perform Obligations. Sublessee shall perform all of its obligations under this Sublease, the Government Authorizations, the Permitted Liens and all Legal Requirements. Sublessee shall take all necessary action to obtain and maintain all Government Authorizations required for the operation of the Facilities.

32.2 Further Assurances and Information. Sublessee shall, on request of Sublessor from time to time, execute, deliver and furnish documents as may be necessary to fully consummate the transactions contemplated under this Sublease. Within ten (10) days after a request from Sublessor, Sublessee shall provide to Sublessor such additional information regarding Sublessee, Sublessee's financial condition, or the Facility as Sublessor, or any existing or proposed creditor of Sublessor, or any auditor or underwriter of Sublessor, may require from time to time, including, without limitation, a current Sublessee's Financial Certification in the form of Exhibit 12-a. Upon Sublessor's request, but not more than once every five years, and not during the first five years of the Term, Sublessee shall provide to Sublessor, at Owner's expense, an appraisal prepared by an MAI appraiser setting forth the current fair market value of the Subleased Property.

32.3 Material Communications. Sublessee shall transmit to Sublessor, within two (2) Business Days after receipt thereof, any material communication affecting a Facility, this Sublease, the Legal Requirements or the Government Authorizations, and Sublessee will promptly respond to Sublessor's inquiry with respect to such information. Sublessee shall notify Sublessor in writing within two (2) Business Days after Sublessee has knowledge of any potential, threatened or existing litigation or proceeding against, or investigation of, Sublessee or Guarantor, or the Facility that is reasonably likely to affect the right to operate the Facility or Sublessor's title to the Facility or Sublessee's interest therein.

32.4 [Reserved.]

32.5 Compliance with Laws. Sublessee shall comply with all Legal Requirements and keep all Government Authorizations in full force and effect. Sublessee

shall pay when due all Taxes and Assessments and governmental charges of every kind and nature that are assessed or imposed upon Sublessee, respectively, at any time during the Term, including, without limitation, all income, franchise, capital stock, property, sales and use, business, intangible, employee withholding, and all taxes and charges relating to Sublessee's respective business and operations. Sublessee shall be solely responsible for compliance with all Legal Requirements, including the ADA; provided that if any Subleased Property are not in compliance with any applicable Legal Requirements as of the Commencement Date and same constitute Deferred Repairs, the respective obligations to undertake and pay for any necessary alterations to bring the Subleased Property in compliance with such applicable Legal Requirements shall be the same as for Deferred Repairs under Section 11.1.

32.6 Facility Licensure/Certification. Sublessee shall deliver to Sublessor copies of surveys, examinations, certification and licensure inspections, compliance certificates and other similar reports issued to Sublessee by any Governmental Authority, and copies of each of the reports, notices, correspondence related to such inspection and all other documents requested by Sublessor in connection with such inspection within one (1) Business Day after receipt thereof in Sublessor's then-current electronic format. If Sublessee receives a Facility survey or inspection report with material deficiencies, notice of failure to comply with a plan of correction, Sublessee shall cure all deficiencies and implement all corrective actions by the date required by the Governmental Authority.

32.7 Unit Operating Rights. Sublessee acknowledge and agree that the rights to operate the units located at the Facility for the Facility Uses under the law of the applicable Facility State (i) affect the value of the Real Property, and (ii) the grant of this Sublease is conditioned upon the existence of such rights. Sublessee shall not relocate any licensed unit to any other location and shall not transfer any unit operating rights to any other party without the prior written consent of Sublessor.

32.8 [Reserved.]

32.9 Information and Images. Sublessee grants to Sublessor and Sublessor's Affiliates the perpetual, irrevocable, worldwide right and license to reproduce, use, prepare derivative works based upon, publish, distribute and display, by any means and in any media, information describing, and photographic or other images depicting, the Subleased Property and Facilities (but not the names of the Facilities or Sublessee), units, rooms, amenities and special features and the Land, Improvements, Sublessee's Property and Sublessor's Personal Property, in each case, to the extent Sublessee is not contractually or legally restricted to license the same (the "Information and Images"). Without limiting the foregoing, such Information and Images may be reproduced, used, published, distributed and displayed by Sublessor and Sublessor's Affiliates in any promotional or marketing materials, advertisements, reports or web sites, provided however, that Sublessee shall receive a written copy of any such publication prior to publication and be provided the right to reasonably contest any such posting that is made publicly (excluding any confidential materials shared for information purposes in the ordinary course of business that are not made available to the public). Sublessee expressly waives and releases (i) any right to receive compensation for such

reproduction, use, publication, distribution or display; (ii) any right to inspect or approve such Information and Images prior to such reproduction, use, publication, distribution or display; or (iii) any rights under any copyright, patent, trademark or similar statute or regulation with respect to such use, publication, distribution or display solely related to the Sublessee and not any parent or affiliated entity.

32.10 Confidentiality. Sublessee acknowledges that the form of this Sublease and the business terms set forth herein constitute valuable and proprietary commercial information of Sublessor. Sublessee shall not, and shall cause its Affiliates to not, disclose or disseminate this Sublease or the terms hereof to any person except to the extent necessary for Sublessee to carry on its business or perform its obligations hereunder, including, without limitation, legal counsel, accountants, property managers, and lenders.

32.11 Estoppel Certificates. At the request of Sublessor or any mortgagee or purchaser of the Real Property, Sublessee shall execute, acknowledge and deliver an estoppel certificate, in recordable form, in favor of Sublessor or any mortgagee or purchaser of the Real Property certifying the following: (i) that the Sublease is unmodified and in full force and effect, or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications; (ii) the date to which Rent and other charges have been paid; (iii) whether Sublessee or Sublessor is in default or whether there is any fact or condition which, with notice or lapse of time, or both, would constitute a default, and specifying any existing default; (iv) that Sublessee has accepted and occupies the Real Property; (v) that Sublessee has no defenses, setoffs, deductions, credits or counterclaims against Sublessor, if that be the case, or specifying such that exist; and (vi) such other information as may reasonably be requested by Sublessor or any mortgagee or purchaser. Any purchaser or mortgagee may rely on this estoppel certificate. If Sublessee fails to deliver the estoppel certificates to Sublessor within ten (10) days after the request of Sublessor, then Sublessee shall be deemed to have certified that (a) the Sublease is in full force and effect and has not been modified, or that the Sublease has been modified as set forth in the certificate delivered to Sublessee; (b) Sublessee has not prepaid any Rent or other charges except for the current month; (c) Sublessee has accepted and occupies the Real Property; (d) neither Sublessee nor Sublessor is in default nor is there any fact or condition which, with notice or lapse of time, or both, would constitute a default; and (e) Sublessee has no defenses, setoffs, deductions, credits or counterclaims against Sublessor. Sublessee hereby irrevocably appoints Sublessor as Sublessee's attorney in fact to execute, acknowledge and deliver on Sublessee's behalf any estoppel certificate to which Sublessee does not object within ten (10) days after Sublessor sends the certificate to Sublessee. This power of attorney is coupled with an interest and is irrevocable.

#### ARTICLE XXXIII - FINANCIAL STATEMENTS AND REPORTING

33.1 Sublessee and Guarantor shall periodically during the Term, and use commercially reasonable efforts to cause Genesis Sub-Sublessee prior to receipt of the CHOW (and at any time reasonably requested by Sublessor) deliver to Sublessor the

Annual Financial Statements, Periodic Financial Statements, Annual Facility Budget, Anti-Corruption and Anti-Terrorism Certificate and all other documents, reports, schedules and copies described on Exhibit 12 within the specified time periods and in electronic format via [portal.welltower.com](http://portal.welltower.com). Sublessor may change the document submission method or address at any time by giving the other party notice of such change, provided that such change shall not be more burdensome to Sublessee or Guarantor. The required format and delivery method for all such material is subject to change at Sublessor's option upon 30 days prior notice from Sublessor to Sublessee. Sublessor and Owner may exhibit or furnish any document delivered to Sublessor and Owner, including Facility Financial Statements, licensure reports, financial and property due diligence materials and other documents, materials and information relating to the Facility, the Annual Financial Statements, Periodic Financial Statements, Annual Facility Budget, and all other documents, reports, schedules and copies described on Exhibit 12 or copies thereof or any other document relating to any of them, (i) to any potential transferee of this Sublease or any of the Subleased Property, (ii) to any governmental or regulatory authority in connection with any legal, administrative or regulatory proceedings requiring disclosure, (iii) to any proposed creditor in connection with the financing of the Subleased Property, (iv) to Sublessor's attorneys, auditors and underwriters, and (v) to any other person or entity for which there is a legitimate business purpose for such disclosure.

33.2 Sublessee shall (i) promptly supply Sublessor with such information concerning its financial condition, affairs and property, as Sublessor may reasonably request from time to time; (ii) promptly notify Sublessor in writing of any condition or event that constitutes a breach or event of default of any term, condition, warranty, representation or provisions of this Sublease or any other Obligor Group Obligation; (iii) promptly notify Sublessor in writing of any material adverse change in Sublessee's financial condition; (iv) maintain a standard and modern system of accounting; (v) permit Sublessor, Owner, or any of its agents or representatives to have access to and examine all of its books and records regarding the financial condition of the Facility at any time or times during business hours and after reasonable notice; (vi) permit Sublessor and Owner to copy and make abstracts from any and all of said books and records; and (vii) make provisions to set-up and implement periodic variance meetings attended in person or via telephonic conference with Sublessor upon Sublessor's or Owner's request.

33.3 Sublessee's Requirements for Financial Statements. Sublessee shall meet the following requirements in connection with the preparation of its financial statements: (i) all certified financial statements or audited financial statements, as the case may be, shall be prepared in accordance with generally accepted accounting principles consistently applied; (ii) all unaudited financial statements shall be prepared in a manner substantially consistent with prior audited and unaudited financial statements submitted to Sublessor; (iii) all financial statements shall fairly present the financial condition and performance for the relevant period in all material respects; (iv) the financial statements shall include all notes to the financial statements and a complete schedule of contingent liabilities and transactions with Affiliates; (v) any audited financial statements shall contain an unqualified opinion; and (vi) the certified financial statements or audited financial statements, as the case may be, shall be prepared in accordance with GAAP

requirements by a nationally or regionally recognized independent certified public accountant subject to approval by Sublessor.

33.4 Reserved.

33.5 In addition to the above financial statements, Sublessee shall also provide to Sublessor and Lender such other financial statement(s) or information relating to its operation as may be reasonably required by Lender. Any such financial statement(s) or other information required by the Loan Documents shall be furnished to Sublessor not later than five (5) days prior to the due date for Sublessor to furnish the same to Lender.

33.6 Upon request by Sublessor or Lender, Sublessee shall prepare or cause to be prepared all financial covenant compliance certificates and worksheets as may be required by such Lender and shall furnish the same to Sublessor not later than two (2) days prior to the due date for Sublessor to furnish the same to Lender. Sublessee shall also submit to Sublessor any borrowing base certificates prepared by Sublessee with respect to a line of credit or similar loan maintained by any of Sublessee.

33.7 At all times, Sublessee shall keep and maintain full and correct records and books of account of the operations of Sublessee in the Subleased Property and records and books of account of the entire business operations of Sublessee in accordance with generally accepted accounting principles. Upon request by Sublessor, from time to time, Sublessee shall make available, for inspection by Sublessor or any such designee, during reasonable business hours, at the Facilities or Sublessee's offices, the records and books of account covering the entire business operations of Sublessee on the Subleased Property.

33.8 If requested by Sublessor, all materials required to be provided pursuant to this Article XXXIII shall be provided in EXCEL format.

#### ARTICLE XXXIV - LICENSURE/TERMINATION

34.1 Within such time period set forth in the MOTA, Sublessee hereby agrees to submit a complete application to such applicable SLA in order to obtain the License permitting Sublessee to operate the Facility for the applicable Facility Uses, and to promptly submit any further documents as required in order to complete such application. It is a condition to Sublessee's right to continued possession of each Facility that it obtains a License to operate such Facility in its own name. Sublessee shall promptly give written notice to Sublessor after submission of the License application to such applicable SLA has occurred.

34.2 Upon termination of this Sublease (whether by reason of default, the natural expiration of the Term or otherwise), the following provisions shall be applicable:

(a) Upon the expiration or other termination of this Sublease, except in connection with the a closing under the Purchase Option, Sublessee shall return to Sublessor the Subleased Property, in each case in a condition similar to that which existed on the Commencement Date, licensed by the applicable SLA and by

any governmental agencies having jurisdiction over the Subleased Property, reasonable wear and tear excepted, and free of liens or encumbrances arising through Sublessee except for tax liens for current general real estate taxes or special assessments, personalty leases and other expenses incurred in the ordinary course of business which shall be prorated, and permitted encumbrances or liens disclosed on Exhibit 13 hereto.

(b) In case of termination, Sublessee shall be liable to return to Sublessor, the Subleased Property in a condition similar to that which existed on the Commencement Date, reasonable wear and tear excepted, and free of liens or encumbrances arising through Sublessee, except for tax liens for current general real estate taxes or special assessments, which shall be prorated to the termination date, and except as to consumable items to the extent of consumption thereof, which, as consumed, will be replenished by Sublessee in the ordinary course of business.

(c) All Rent with respect to the month in which the termination or expiration occurs shall be prorated to the termination date. Sublessor shall pay to Sublessee the amount of any unused tax, insurance or other reserve deposited by Sublessee during the Term, other than those relating to expenses accrued during the Term; provided that in the event any such amounts are held by a Lender, Sublessor shall remit such amounts to Sublessee upon Sublessor's receipt from the Lender. Sublessee shall not be obligated to account or pay to Sublessor any earnings or income earned from the Commencement Date to the termination date. Sublessee shall pay all bills incurred in the ownership of the Subleased Property and operation of any Facility from the Commencement Date through the termination date, and shall receive and keep all income and suffer all losses incurred in the ownership of the Subleased Property and operation of the Facilities from the Commencement Date through the termination date.

(d) Upon expiration or termination of this Sublease or upon the sale of any Facility except in connection with the closing of the Real Estate Purchase Option, the parties will request appropriate inspections by governmental agencies and obtain a property condition report for such Facility(ies) upon the return of the Subleased Property to Sublessor or transfer to Sublessor's buyer, respectively. Sublessee agrees that it will make any immediate and/or critical repairs identified by such property condition report and may use the CapEx Reserve for such repairs, provided that the cost of such repairs shall not exceed one percent (1%) of the fair market value of such Facilities (in the event of expiration or termination of this Sublease) or one percent (1%) of the purchase price for such Facility(ies) (in the event of a sale). Sublessee agrees to execute such documents and take such actions as may be required in order to restore Sublessor to ownership and possession of the Subleased Property, including, without limitation, execution of any assignment or change of ownership documents and/or Government Authorizations required to license Sublessor or any such assignee to operate the Facilities for the applicable Facility Uses.

(e) Sublessee shall keep and maintain medical records in accordance with applicable Legal Requirements and permit reasonable access and copy thereof by Sublessor in accordance with such law, and to the extent permitted by law.

(f) Sublessee shall keep and maintain such financial and operational records (including, without limitation, cost reports/contracts) as are required for the operation of the business under applicable Legal Requirements.

(g) Upon termination or expiration of this Sublease, Sublessee's Property, including any furniture, fixtures, equipment, linens, food, supplies and personal property acquired by Sublessee with respect to the Facility, shall become the property of Sublessor, and this Sublease shall serve as an assignment for purposes of giving effect to such transfer. Sublessee shall, at Sublessor's option, sell, remove or otherwise dispose of Sublessee's Property upon the termination or expiration of this Sublease (at Sublessee's sole cost), subject to Sublessee's rights under Section 11.6.

(h) Upon Sublessor's request, Sublessee shall assign to any designee of Sublessor any rights of Sublessee under any documents with the prior operators of the Facilities. This Sublease shall serve as an assignment to give effect to the foregoing.

#### ARTICLE XXXV - INTENTIONALLY OMITTED

#### ARTICLE XXXVI - TRANSFER OF OPERATIONS UPON

#### TERMINATION OF SUBLEASE

36.1 The date on which (i) this Sublease either terminates or expires pursuant to its terms or is terminated by either party whether pursuant to a right granted to it hereunder or otherwise, (ii) Sublessee's right to possession of the Subleased Property is terminated by Sublessor pursuant to a right granted to it hereunder or otherwise, or (iii) Sublessee vacates the Subleased Property or any part thereof without termination of this Sublease, shall be referred to as the "Closing Date" in this Sublease. Except in connection with the closing under the Real Estate Purchase Option, upon occurrence of the Closing Date, this Sublease shall be deemed and construed as an absolute assignment for purposes of vesting in a replacement operator designated by Sublessor ("Replacement Operator") all of Sublessee's right, title and interest in and to the Intangibles and an assumption by Replacement Operator of Sublessee's obligations under the Intangibles from and after the Closing Date; provided that, from and after the Closing Date, (i) Sublessee shall indemnify, defend and hold harmless Sublessor and any Replacement Operator against any claims, losses, costs or damages, including reasonable attorneys' fees incurred or arising by reason of Sublessee's obligations under the Intangibles during the Term of this Sublease and (ii) Replacement Operator shall indemnify, defend and hold harmless Sublessee against any claims, losses, costs or damages, including reasonable attorneys' fees, to the extent resulting directly from Replacement Operator's

use of the Intangibles following the Closing Date. "Intangibles" means the following intangible property which is now or hereafter used in connection with the operation of the Subleased Property:

(a) service contracts and equipment leases for the benefit of the Subleased Property to which Sublessee is a party, and which can be terminated without penalty by Sublessee within sixty (60) or fewer days' notice or which Sublessor request be assigned to Replacement Operator pursuant to this Article XXXVI, subject to any required consents of Sublessor or providers under such service contracts and equipment leases;

(b) 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 prior to the Closing Date, as defined above) entered in connection with the Subleased Property to the extent assignable by Sublessee; provided, that, in addition thereto, Replacement Operator shall be permitted to bill under Sublessee's Medicare and Medicaid provider agreements, as applicable, until any assignment thereof has become effective, and Sublessee shall promptly remit to Replacement Operator any funds received with respect to such billing;

(c) all existing agreements with residents and any guarantors thereof of the Subleased Property, to the extent assignable by Sublessee (excluding the right to any payments for periods prior to the Closing Date) and any and all patient trust fund accounts; and

(d) at Sublessor's option, the business of Sublessee as conducted at the Subleased Property as a going concern, including, but not limited to, the name of the business conducted thereon and all telephone numbers presently in use therein.

36.2 Replacement Operator shall be responsible for and shall pay all accrued expenses with respect to the Subleased 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 Subleased Property accruing on or after 12:01 a.m. on the Closing Date. Within fifteen (15) Business Days after the Closing Date, the following adjustments and prorations shall be determined as of the Closing Date:

(a) Real estate taxes, ad valorem taxes, school taxes, assessments and personal property, intangible and use taxes, if any. If the information as to the actual amount of any of the foregoing taxes and assessments are not available for the tax year in which the Closing Date occurs, the proration of such taxes shall be estimated based upon reasonable information available to the parties, including information disclosed by the local tax office or other public information, and an adjustment shall be made when actual figures are published or otherwise become available.

(b) Sublessee will terminate the employment of all employees on the Closing Date and shall be and remain liable for any and all wages, accrued

vacation and sick leave pay for employees of the Subleased Property with respect to the period prior to 12:01 a.m. on the Closing Date in accordance with Sublessee's employment policies and applicable law. Replacement Operator shall hire a sufficient number of such employees to avoid triggering any required ramifications or obligations under the Worker Adjustment and Retraining Notification (WARN) Act.

(c) Replacement Operator shall receive a credit equal to any advance payments by patients at the Subleased Property to the extent attributable to periods after 12:01 a.m. on the Closing Date.

(d) The present insurance coverage on the Subleased Property shall be terminated as of the Closing Date and there shall be no proration of insurance premiums, provided that Sublessee shall obtain tail coverage.

(e) All other income from, and expenses of, the Subleased Property (other than mortgage interest and principal), including, but not limited to, public utility charges and deposits, maintenance charges and service charges shall be prorated between Sublessee and Replacement Operator as of 12:01 a.m. on the Closing Date. Sublessee 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, Sublessee and Replacement Operator shall effect such proration within sixty (60) days after the Closing Date.

(f) Sublessee shall be and remain responsible for any employee severance pay, accrued benefits (whether vested or unvested), and related taxes which may be payable as the result of any termination of an employee's employment on or prior to 12:01 a.m. on the Closing Date.

36.3 All necessary arrangements shall be made to provide possession of the Subleased Property to Replacement Operator on the Closing Date, at which time of possession Sublessee shall deliver to Replacement Operator all medical records, patient records and other personal information concerning all patients residing at the Subleased Property as of the Closing Date and other relevant records used or developed in connection with the business conducted at the Subleased Property. Such transfer and delivery shall be in accordance with all applicable laws, rules and regulations concerning the transfer of medical records and other types of patient records.

36.4 For the period commencing on the Closing Date and ending on the date Replacement Operator obtains any and all appropriate Licenses issued by the SLA required to operate each Facility, Sublessee hereby agrees that, to the extent permitted by law, Replacement Operator shall have the right, but not the obligation, to manage and operate the Subleased Property, on a triple net basis, and shall be entitled to all revenues and shall be responsible for all expenses of the Subleased Property during such period, and to use any and all licenses, certifications and provider agreements issued to Sublessee by any Governmental Authority for such operation of the Subleased Property, if permitted by any such Governmental Authorities. If Replacement Operator exercises the right described above in this Section 36.4, the provisions of this Section 36.4 shall be

self-operative and shall constitute a management agreement between Sublessee, on the one hand, and Replacement Operator, on the other hand, on the terms set forth above in this Section 36.4; provided, however, that upon the request of Sublessor or Replacement Operator, Sublessee shall enter into a separate management agreement on the terms set forth in this Section 36.4 and on such other terms and provisions as may be mutually agreed. .

36.5 Sublessee shall provide Sublessor with an accounting within fifteen (15) days after the Closing Date of all funds belonging to patients at the Subleased Property which are held by Sublessee in a custodial capacity. Such accounting shall set forth the names of the patients for whom such funds are held, the amounts held on behalf of each such patient and Sublessee's warranty that the accounting is true, correct and complete. Additionally, Sublessee, in accordance with all applicable rules and regulations, shall make all necessary arrangements to transfer such funds to a bank account designated by Sublessor, and Replacement Operator shall in writing acknowledge receipt of and expressly assume all Sublessee's financial and custodial obligations with respect thereto. Notwithstanding the foregoing, Sublessee will indemnify, defend and hold Sublessor harmless, from all liabilities, claims and demands, including reasonable attorney's fees, in the event the amount of funds, if any, transferred to Sublessor's bank account as provided above, did not represent the full amount of the funds then or thereafter shown to have been delivered to Sublessee as custodian that remain undisbursed for the benefit of the patient for whom such funds were deposited, or with respect to any matters relating to patient funds which accrued during the Term and Sublessor will indemnify, defend and hold Sublessee harmless from all liabilities, claims and demands, including reasonable attorney's fees with respect to any matters relating to patient funds which accrue after the Term.

36.6 All cash, checks and cash equivalent at the Subleased Property and deposits in bank accounts (other than patient trust accounts) relating to the Subleased Property on the Closing Date shall remain Sublessee's property after the Closing Date. Subject to the provisions of Article XXIV hereof, all accounts receivable, loans receivable and other receivables of Sublessee whether derived from operation of the Subleased Property or otherwise, shall remain the property of Sublessee after the Closing Date. Sublessee shall retain full responsibility for the collection thereof. Replacement Operator shall assume responsibility for the billing and collection of payments on account of services rendered by it on and after the Closing Date. In order to facilitate Sublessee's collection efforts, Sublessee agrees to deliver to Replacement Operator, within a reasonable time after the Closing Date, a schedule identifying all of those private pay balances owing for the month prior to the Closing Date and Replacement Operator 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 Date balances of said patients by promptly remitting said payments to Sublessee. Payments received by Sublessor, Replacement Operator or Sublessee from patients owing money for services rendered by Replacement Operator and Sublessee and which are not allocated to a particular time period shall (a) for the first sixty (60) days after the Closing Date be applied to any pre-Closing Date monthly balances due to Sublessee for services provided prior to the Closing Date, with the excess if any, applied to any post-Closing Date monthly balances due for services

rendered on or after the Closing Date, and (b) at all points after the first sixty (60) days after the Closing Date be applied to any post-Closing Date monthly balances due to Replacement Operator for services provided after the Closing Date, with the excess if any, applied to any pre-Closing Date monthly balances due for services rendered by Sublessee on or before the Closing Date. Replacement Operator shall cooperate with Sublessee's collection of its pre-Closing Date accounts receivable. Sublessor and Replacement Operator 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 Sublessee. Subject to the provisions of Article XXIV hereof, Replacement Operator shall remit to Sublessee or any assignee those portions of any payments received by Sublessor or Replacement Operator that are specifically designated as repayment or reimbursement arising out of cost reports filed for the cost reporting periods ending on or prior to the Closing Date.

36.7 With respect to residents at the Subleased Property on the Closing Date, Sublessor and Sublessee agree as follows:

(a) With respect to Medicare and Medicaid residents, Sublessor and Sublessee agree that subject to the provisions of Article XXIV hereof, payment for in house residents covered by Medicare or Medicaid on the Closing Date will be made (on a per diem basis) by Medicare or Medicaid under current regulations directly to Sublessee for services rendered at the Subleased Property prior to the Closing Date. Said payments shall be the sole responsibility of Sublessee and Sublessor shall in no way be liable therefor. After the Closing Date, Sublessor and Sublessee shall each have the right to review supporting books, records and documentation that are in the possession of the other relating to Medicaid or Medicare payments.

(b) If, following the Closing Date, Sublessor receives payment from any state or federal agency or third party provider which represents reimbursement with respect to services provided at the Subleased Property prior to the Closing Date, Sublessor agrees that, subject to the provisions of Article XXIV hereof, it shall remit such payments to Sublessee. Payments by Sublessor to Sublessee shall be accompanied by a copy of the appropriate remittance.

36.8 In addition to the obligations required to be performed hereunder by Sublessee and Sublessor on and after the Closing Date, Sublessee and Sublessor agree to perform such other acts, and to execute, acknowledge, and/or deliver subsequent to the Closing Date such other instruments, documents and materials and Sublessee shall perform such other acts and to execute, acknowledge, and/or deliver subsequent to the Closing Date such other instruments, as the other may reasonably request in order to effectuate the consummation of the transaction contemplated herein.

36.9 Sublessee for itself, its successors and assigns hereby indemnify and agree to defend and hold Sublessor and its successors and assigns, as well as any future tenant of Sublessor with respect to any of the Facilities and any Replacement Operator 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) which any of them may suffer as a result of the breach by Sublessee in the performance of any of its material commitments, covenants or obligations under this Article XXXVI, or with respect to any suits, arbitration proceedings, administrative actions or investigations which relate to the use by Sublessee of the Subleased Property during the Term or for any liability which may arise from operation of the Subleased Property during the Term, including without limitation, any amounts due or to be reimbursed to any governmental authority based upon any audit or review of Sublessee, or of any Facility or the operation thereof and pertaining to the period prior to the Closing Date or any amounts recaptured under Titles XVIII or XIX based upon applicable Medicaid/Medicare recapture regulations. The rights of Sublessor under this paragraph are without prejudice to any other remedies not inconsistent herewith which Sublessor may have against Sublessee pursuant to the terms of this Sublease. The foregoing indemnity shall survive the expiration or termination of this Sublease for a period of thirty-six (36) months, whether due to lapse of time or otherwise.

36.10 Sublessor for itself, its successors and assigns hereby indemnifies and agrees to defend and hold Sublessee and its successors and assigns 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) which any of them may suffer as a result of the breach by Sublessor in the performance of any of its commitments, covenants or obligations under this Article XXXVI, or with respect to any suits, arbitration proceedings, administrative actions or investigations which relate to the use of the Subleased Property after the Term or for any liability which may arise from operation of the Subleased Property after the Term. The rights of Sublessee under this paragraph are without prejudice to any other remedies not inconsistent herewith which Sublessee may have against Sublessor pursuant to the terms of this Sublease or otherwise. The forgoing indemnity shall survive the expiration or termination of this Sublease.

36.11 [Reserved.]

36.12 Following written notice to Sublessee and opportunity to cure, Sublessor shall have the right to offset against any monies due Sublessee pursuant to the terms of this Article XXXVI, any amounts due by Sublessee to Sublessor pursuant to this Sublease, including without limitation any amounts due for taxes, utilities, unemployment insurance premiums, payroll obligations or any other obligation arising from the operation of the Subleased Property.

36.13 Anything to the contrary contained in this Article XXXVI notwithstanding, in the event the termination of this Sublease is due to a default by Sublessee hereunder, none of the provisions of this Article XXXVI shall in any way limit, reduce, restrict or modify the rights otherwise granted to Sublessor pursuant to this Sublease, and to the extent any monies are due to Sublessee pursuant to this Article XXXVI, such sums shall be applied by Sublessor to any damages suffered by Sublessor as a result of Sublessee's default hereunder.

36.14 Sublessor and Sublessee agree to cooperate with each other in order to effectuate the terms and provisions of this Article XXXVI, including without limitation, entering into an operations transfer agreement in a commercially reasonable form, full cooperation with respect to transfer of licensure and provider agreements (including providing any signed forms or other materials required), vacating the Facilities, and in transition of matters relating to operation of the Facilities, including without limitation records, IT matters, and reconciliation of pre-Closing and post-Closing accounts receivable and accounts payable.

36.15 This Article XXXVI shall survive the expiration or earlier termination of this Sublease.

#### ARTICLE XXXVII - HOLDOVER AND SURRENDER

37.1 Holding Over. If Sublessee, with or without the express or implied consent of Sublessor, continues to hold and occupy the Subleased Property (or any part thereof) after the expiration of the Term or earlier termination of this Sublease, such holding over beyond the Term and the acceptance or collection of Rent in the amount specified below by Sublessor shall operate and be construed as creating a tenancy from month to month and not for any other term whatsoever. Said month to month tenancy may be terminated by Sublessor by giving Sublessee five days' written notice and, at any time thereafter Sublessor may re-enter and take possession of the Subleased Property. If Sublessee continues after the expiration of the Term or earlier termination of this Sublease to hold and occupy the Subleased Property whether as a month to month tenant or a tenant at sufferance or otherwise, Sublessee shall pay Rent for each month in an amount equal to the sum of (i) one and one half (1½) times the Base Rent payable during the month in which such expiration or termination occurs, plus (ii) all Additional Rent accruing during the month, plus (iii) any and all other sums payable by Sublessee pursuant to this Sublease. During any continued tenancy after the expiration of the Term or earlier termination of this Sublease, Sublessee shall be obligated to perform and observe all of the terms, covenants and conditions of this Sublease, but shall have no rights hereunder other than the right, to the extent given by applicable Legal Requirements, to continue its occupancy and use of the Subleased Property until the tenancy is terminated. Nothing contained herein shall constitute the consent, express or implied, of Sublessor to the holding over of Sublessee after the expiration or earlier termination of this Sublease.

37.2 Surrender. Except for (i) permitted alterations; (ii) normal and reasonable wear and tear (subject to the obligation of Sublessee to maintain the Subleased Property in good order and repair during the Term); and (iii) damage and destruction not required to be repaired by Sublessee, Sublessee shall surrender and deliver up the Subleased Property at the expiration of the Term or earlier termination of this Sublease in as good order and condition as of the Effective Date.

37.3 Indemnity. If Sublessee fails to surrender the entire Subleased Property or any part thereof upon the expiration or termination of this Sublease in a timely manner and in accordance with the provisions of this Sublease, in addition to any other liabilities to Sublessor accruing therefrom, Sublessee shall defend, indemnify and hold Sublessor,

its principals, officers, directors, agents and employees harmless from loss or liability resulting from such failure, including, without limiting the generality of the foregoing, loss of rental with respect to any new lease in which the rental payable thereunder exceeds the Rent collected by Sublessor pursuant to this Sublease during Sublessee's holdover and any claims by any proposed new tenant founded on Sublessee's failure to surrender the Subleased Property. The provisions of this Article XXXVII shall survive the expiration or termination of this Sublease.

#### ARTICLE XXXVIII - MISCELLANEOUS

38.1 This Sublease shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflict of laws principles, except as to matters under which the laws of a State in which a respective Facility is located, or under applicable procedural conflicts of laws rules, require the application of laws of such other State, in which case the laws or conflicts of laws rules, as the case may be, of such State shall govern to the extent required.

38.2 SUBLESSOR AND SUBLESSEE WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER ON ALL MATTERS ARISING OUT OF THIS SUBLEASE OR THE USE AND OCCUPANCY OF THE SUBLEASED PROPERTY (EXCEPT CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE).

38.3 SUBLESSEE HEREBY IRREVOCABLY SUBMITS AND CONSENTS TO THE NONEXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT HAVING JURISDICTION OVER NEW CASTLE COUNTY, DELAWARE OR ANY COUNTY IN WHICH A FACILITY IS LOCATED FOR ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY MATTER ARISING FROM OR RELATED TO (I) THIS SUBLEASE OR (II) ANY DOCUMENT EXECUTED BY SUBLESSEE IN CONNECTION WITH THIS SUBLEASE. SUBLESSEE HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT SUBLESSEE MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF ANY SUCH ACTION OR PROCEEDING. SUBLESSEE AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

38.4 SUBLESSEE AGREES NOT TO INSTITUTE ANY LEGAL ACTION OR PROCEEDING AGAINST SUBLESSOR OR ANY DIRECTOR, OFFICER, EMPLOYEE, AGENT OR PROPERTY OF SUBLESSOR, CONCERNING ANY MATTER ARISING OUT OF OR RELATING TO THIS SUBLEASE OR ANY RELATED DOCUMENT IN ANY COURT OTHER THAN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER NEW CASTLE COUNTY, DELAWARE.

SUBLESSEE HEREBY CONSENTS TO SERVICE OF PROCESS BY SUBLESSOR IN ANY MANNER AND IN ANY JURISDICTION PERMITTED BY LAW. NOTHING

HEREIN SHALL AFFECT OR IMPAIR SUBLESSOR'S RIGHT TO SERVE LEGAL PROCESS IN ANY MANNER PERMITTED BY LAW, OR SUBLESSOR'S RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST SUBLESSEE, OR THE PROPERTY OF SUBLESSEE IN THE COURTS OF ANY OTHER JURISDICTION.

38.5 Sublessee acknowledges that Owner (or an Owner Affiliate) has elected and may hereafter elect to be treated as a REIT (defined below) under the Code. In furtherance of the foregoing:

(a) Anything contained in this Sublease to the contrary notwithstanding, the average of the fair market values of the items Personal Property that are leased to Sublessee under this Sublease at the beginning and at the end of any year shall not exceed fifteen percent (15%) of the average of the aggregate fair market values of the Subleased Property at the beginning and at the end of such year (the "Personal Property Limitation"). If Sublessor reasonably anticipates that the Personal Property Limitation will be exceeded with respect to the Subleased Property for any year, Sublessor shall notify Sublessee, and Sublessee shall lease any personal property anticipated to be in excess of the Personal Property Limitation ("Excess Personal Property") from a third party. In either case, Sublessee's Rent obligation shall be equitably adjusted. Notwithstanding anything to the contrary set forth above, Sublessee shall not be responsible in any way for determining whether Sublessee has exceeded or will exceed the Personal Property Limitation and shall not be liable to Sublessor or any of its shareholders in the event that the Personal Property Limitation is exceeded, as long as Sublessee meets its obligation to acquire or lease any Excess Personal Property as provided above. This Section 38.5(a) is intended to ensure that the Rent qualifies as "rents from real property," within the meaning of Section 856(d) of the Code, or any similar or successor provisions thereto, and shall be interpreted in a manner consistent with such intent.

(b) Anything contained in this Sublease to the contrary notwithstanding, Sublessee shall not sublet the Subleased Property on any basis such that the rental or other amounts to be paid by the sublessee thereunder would be based, in whole or in part, on either (a) the net income or profits derived by the business activities of the sublessee, or (b) any other formula such that any portion of the Rent would fail to qualify as "rents from real property" within the meaning of Section 856(d) of the Code, or any similar or successor provision thereto.

(c) Sublessee agrees to use its best efforts to cause its Affiliates, to cooperate in good faith with Owner to ensure that all requirements related to Owner's (or an Owner Affiliate's) status as a REIT (the "REIT Requirements") are satisfied. Sublessee agrees, and agrees to use reasonable efforts to cause its Affiliates, upon request by Owner or Sublessor, to take reasonable action necessary to ensure compliance with the REIT Requirements, including, (i) to cooperate with Sublessor by entering into such amendment or amendments as Owner deems necessary to qualify all Rents as "rents from real property," and (ii) to permit an assignment of this Sublease; provided, however, that any adjustments required pursuant to this

Section 38.5(c) shall be made so as to produce the equivalent Rent (in economic terms) payable prior to such adjustment.

(d) Sublessee shall use commercially reasonable efforts to provide all information reasonably requested by Owner (or an Owner Affiliate) to determine its qualification as a REIT, including periodically completing a REIT compliance questionnaire, and in order to comply with its tax reporting obligations.

38.6 Sublessee, upon paying the Rent and all other charges herein provided, and for observing and keeping the covenants, agreements, terms and conditions of this Sublease on its part to be performed, shall lawfully and quietly hold, occupy and enjoy the Subleased Property during the Term of this Sublease, and subject to their terms, without hindrance by Sublessor or by any other person or persons claiming under Sublessor.

38.7 All payments to be made by the Sublessee hereunder (other than Base Rent), whether or not designated as "Additional Rent", shall be deemed Additional Rent, so that in the event of a default of payment when due, Sublessor shall be entitled to all of the remedies available at law or equity, or under this Sublease, for the nonpayment of Rent.

38.8 It is understood and agreed that the granting of any consent by Sublessor to Sublessee to perform any act of Sublessee requiring Sublessor's consent under the terms of this Sublease, or the failure on the part of Sublessor to object to any such action taken by Sublessee without Sublessor's consent, shall not be deemed a waiver by Sublessor of its rights to require such consent for any further similar act by Sublessee, and Sublessee hereby expressly covenant and warrant that as to all matters requiring Sublessor's consent under the terms of this Sublease, Sublessee shall secure such consent for each and every happening of the event requiring such consent, and shall not claim any waiver on the part of Sublessor of the requirement to secure such consent.

38.9 Sublessor and Sublessee agree that, at the request of either party, a short form memorandum of this Sublease and Purchase Option may be recorded, to be filed in the real property records of the counties in which the Subleased Property is located. All recording and other fees and taxes (including any transfer taxes in any jurisdiction imposing transfer taxes on lease recordations) imposed or required to be paid in order to effectuate any such recordings shall be paid by requesting party. In addition, Sublessor agrees, at the request of Sublessee, to cause a short form memorandum of Master Lease to be recorded and filed in the real property records of the counties in which the Subleased Property is located, promptly following such request by Sublessee.

38.10 Sublessee represents that it did not deal with any broker in connection with this Sublease, and hereby indemnifies Sublessor against the claims or demands of any broker claimed through a relationship with Sublessee. Sublessor represents that it did not deal with any broker in connection with this Sublease, and hereby indemnifies Sublessee against the claims or demands of any broker claimed through a relationship with Sublessor.

38.11 If an action shall be brought to recover any Rent under this Sublease, or for or on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Sublease, or for the recovery of possession of the Subleased Property, the prevailing party shall be entitled to recover from the other party, as part of the prevailing party's costs, reasonable attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

38.12 [Reserved].

38.13 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 (3<sup>rd</sup>) 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 transmission, addressed as follows:

If to Sublessor: c/o Integra Health Properties LLC  
885 3<sup>rd</sup> Avenue, 28<sup>th</sup> Floor  
New York, New York 10022  
Attn: Legal  
Email: legal@apexhp.com

With copy to: Benesch Friedlander Coplan and Aronoff  
127 Public Square, Suite 4900  
Cleveland, OH 44114  
Attn: Daniel J. O'Brien  
Email: DOBrien@beneschlaw.com

If to Sublessee: c/o Aviate Healthcare Group  
338 Whitesville Rd., Building 1  
Jackson, NJ 08527  
Attn: Nathan Freund  
Email: nfreund@aspirehealthgrp.com

With copies to: Gitelis LLP  
534 Willow Avenue, Suite 213  
Cedarhurst, NY 11516  
Attn: Dov Grinblatt  
Email: dov@gitelisllp.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 counsel to Sublessor shall for all purposes hereunder constitute notice from Sublessor. Notices from counsel to Sublessee shall for all purposes hereunder constitute notice from Sublessee.

38.14 Each party agrees at any time, and from time to time, upon not less than ten (10) days prior written request from the other party, to execute, acknowledge and deliver to the other party a statement in writing, certifying that this Sublease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), the dates to which the Rent has been paid, the amount of the Additional Rent held by Sublessor, and whether to the best Knowledge of such party an Event of Default has occurred or whether any events have occurred which, with the giving of notice or the passage of time, or both, could constitute an Event of Default hereunder, it being intended that any such statement delivered pursuant to this section may be relied upon by any prospective assignee, mortgagee or purchaser of the fee interest in the Subleased Property or of this Sublease.

38.15 All of the provisions of this Sublease shall be deemed and construed to be “conditions” and “covenants” as though the words specifically expressing or importing covenants and conditions were used in each separate provision hereof.

38.16 Any reference herein to the expiration of this Sublease shall be deemed to include any termination thereof by expiration, or pursuant to Articles referring to earlier termination.

38.17 The headings and titles in this Sublease are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Sublease, or in any way affect this Sublease.

38.18 This Sublease contains the entire agreement between the parties, and supersedes all prior oral and written agreements, representations and inducements with respect to the subject matter of this Sublease and any executory agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought. This Sublease cannot be changed orally or terminated orally.

38.19 Except as otherwise herein expressly provided, the covenants, conditions and agreements in this Sublease shall bind and inure to the benefit of Sublessor and Sublessee and their respective successors and assigns. For the avoidance of doubt, Sublessor shall have the ability to assign this Sublease to an Affiliate.

38.20 All nouns and pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons, firm or firms, corporation or corporations, entity or entities or any other thing or things may require. “Any” or “any” shall mean “any and all”; “or” shall mean “and/or”; “including” shall mean “including, without limitation”.

38.21 This Sublease 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.

38.22 If any term or provision of this Sublease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Sublease shall not be affected thereby, but each term and provision shall be valid and be enforced to the fullest extent permitted by law.

38.23 [Reserved.]

38.24 As a material inducement to Sublessor to execute and deliver this Sublease, Guarantor is executing and delivering to Sublessor the Guaranty.

38.25 It is expressly understood and agreed that except as otherwise expressly provided herein, this Sublease shall not be construed as creating any personal liability whatsoever against any member, officer, director, shareholder or agent of Sublessor and/or of Sublessee and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any obligations set forth herein or to perform any covenant, either expressed or implied, herein contained, and that, except as otherwise provided herein, all personal liability of any member, officer, director, shareholder or agent of Sublessor and/or of Sublessee of every sort, if any, is hereby expressly waived by the other party hereto (other than with respect to fraud, intentional misrepresentation and similar acts).

38.26 The term "Knowledge" as used herein shall be deemed to mean the best of a Person's knowledge, and of the principals, officers and agents of such Person. Any fact or circumstance that a Person and their principals, officers or agents reasonably should know assuming commercially reasonable best efforts were utilized, shall be deemed the Knowledge of such Person. The term "commercially reasonable best efforts" shall mean the efforts that a commercially reasonable Person desirous of achieving a result would use in similar circumstances to achieve that result as expeditiously as reasonably practicable, provided, however, that a Person required to use commercially reasonable best efforts under this Sublease will not thereby be required to take any action that would result in a material adverse change in the benefits to such Person of this Sublease or the transactions contemplated hereby or to make any change in its business, incur any extraordinary fees or expenses or incur any other material burden. "Person" shall mean any individual, partnership (general and/or limited), association, corporation, limited liability company, trust, joint venture or other legal entity of any and every nature whatsoever.

38.27 Indivisible Sublease. This Sublease constitutes a single, indivisible, and nonseverable lease of the entire Subleased Property in all respects. The Subleased Property constitutes one economic unit and the Base Rent and all other provisions have been negotiated and agreed to, based on a lease of all of the Subleased Property as a single, composite, economically integrated and inseparable transaction. Sublessor would not have entered into this Sublease on the terms set forth herein but for the express

agreement of the parties hereto that this Sublease will be treated as a single indivisible lease. Except as expressly provided herein for specific, isolated purposes (including but not limited to termination for casualty or eminent domain, but even then only to the extent expressly otherwise stated), all provisions of this Sublease shall apply equally and uniformly to all the Subleased Property as one unit and any Event of Default under this Sublease is an Event of Default as to the entire Subleased Property. Without limiting the generality of the foregoing, the parties hereto acknowledge that, notwithstanding any references herein to any individual Facility and notwithstanding the possibility that certain individual Facilities may be separated from this Sublease and made part of a New Sublease under certain limited circumstances, the parties intend that the provisions of this Sublease shall at all times be construed, interpreted and applied so as to carry out their mutual objective to create a single, indivisible, and nonseverable lease of all the Subleased Property and, in particular but without limitation, that for purposes of any assumption, rejection or assignment of this Sublease under the Bankruptcy Code, this is a single, indivisible, and nonseverable lease dealing with one legal and economic unit that must be assumed, rejected or assigned as a whole with respect to all (and only all) of the Subleased Property. This Sublease does not constitute and may not be enforced (except at Sublessor's sole discretion in connection with a limited repossession pursuant to and subject to Sections 21.1(b) or (j)) or treated as a separate lease for any individual Facility (for the avoidance of doubt, nothing herein shall be deemed to constitute consent by Sublessor to any proposed assumption, rejection or assignment of this Sublease in any bankruptcy proceeding). The existence of more than one Sublessor or Sublessee under this Sublease does not affect the single, indivisible, and nonseverable nature of this Sublease. Sublessee acknowledges that the provisions of this Section 38.27 are of primary importance to Sublessor, and Sublessor would not have entered into this Sublease without such provisions and treatment of this Sublease being agreed to by Sublessee. The parties may amend this Sublease from time to time to include one or more additional Facilities as part of the Subleased Property and such future addition to the Subleased Property shall not in any way change the single, indivisible, and nonseverable nature of this Sublease and all of the foregoing provisions shall continue to apply in full force. Notwithstanding the foregoing, the right of possession and leasehold right granted to each Sublessee hereunder is limited as provided in Section 38.27.

38.28 Joint and Several; Limitation on Rights. Notwithstanding anything herein, if there is at any time more than one person or entity constituting the "Sublessee" hereunder, each such person or entity shall be jointly and severally liable for the payment and performance of all obligations and liabilities of Sublessee hereunder, including, without limitation, the obligations and liabilities of each other Sublessee hereunder, including, without limitation, each such other Sublessee's obligation to pay Rent hereunder; provided, that, without limitation of the joint and several nature of the obligations of each Sublessee hereunder, the possessory and leasehold rights that are created by this Sublease shall be limited and confined in the case of each Sublessee to the applicable Facility(ies) identified as being leased to and to be operated by such Sublessee on Exhibit 2 attached hereto, the leased Land on which such Facility is located and the Related Rights and Sublessor's Personal Property that specifically relate to such Land.

38.29 The following provisions and any other provision expressly stated as surviving herein shall survive termination of this Sublease: Section 6.6 (Tax Proceeding Indemnity); Section 8.4 (Environmental Indemnity); Article IX (Insurance); Section 11.6 (Removal of Property); Section 11.7 (Casualty); Sections 11.8 and 11.10 (Taking); Article XXI (Sublessor's Remedies); Article XXV (Indemnification); Article XXIV (Sublessor's Lien); Section 32.10 (Confidentiality); Article XXXVI (Transfer of Operations Upon Termination of Sublease); Article XXXVII (Holdover and Surrender); and this Section 38.29 (Survival).

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Sublease to be signed by persons authorized so to do on behalf of each of them respectively the day and year first above written.

**SUBLESSOR:**

**INTEGRA WIP TENANT LLC**

By: \_\_\_\_\_  
Name: David Gefner  
Title: Authorized Signatory

**SUBLESSEE:**

**10 STERLING DRIVE OPCO LLC**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Sublease to be signed by persons authorized so to do on behalf of each of them respectively the day and year first above written.

**SUBLESSOR:**

**INTEGRA WIP TENANT LLC**

By: \_\_\_\_\_  
Name: David Gefner  
Title: Authorized Signatory

**SUBLESSEE:**

**10 STERLING DRIVE OPCO LLC**

By: N. Freund  
Name: Nathan Freund  
Title: Authorized Signatory

# Exhibit C

**Florida Facilities Owned, Operated, or Managed by the Ownership of 10 Sterling Drive Opco LLC**

<b>Facility (Aspire DBA)</b>	<b>Legal Name</b>	<b>Address</b>
Aspire at Bryan Dairy	Bryan Dairy Opco LLC	9035 Bryan Dairy Rd Largo FL 33777
Aspire at Colonial Lakes	West Colonial Drive Opco LLC	15204 W Colonial Dr Winter Gardens FL 34787
Aspire at Countryside	Countryside Blvd Opco LLC	3825 Countryside Boulevard N Palm Harbor FL 34684
Aspire at Fletcher	West Fletcher Ave Opco LLC	518 West Fletcher Ave. Tampa FL 33612
Aspire at Saint Lucie	13th Street Opco LLC	611 S 13th St Fort Pierce FL 34950
Aspire at Green Cove Springs	Oak Street Opco LLC	803 Oak Street Green Cove Springs FL 32043
Aspire at the Sea - Harbor Beach	Miami Road Opco LLC	1615 Miami Rd Fort Lauderdale FL 33316
Aspire at the Sea - Pasadena	Shore Drive Opco LLC	1820 Shore Drive South South Pasadena FL 33707
Aspire at The Harbor	Dr MLK Street Opco LLC	1410 Dr. M.L. King Jr. St North Safety Harbor FL 34695
Aspire at Seminole	Park Boulevard Opco LLC	9393 Park Boulevard Seminole FL 33777
Aspire at Kissimmee Gardens Villas	West Donegan Ave ALF Opco LLC	1092 West Donegan Avenue Kissimmee FL 34741
Aspire at Kissimmee Gardens	West Donegan Ave SNF Opco LLC	1120 West Donegan Avenue Kissimmee FL 34741
Aspire at Sarasota	South Tuttle Ave Opco LLC	1507 South Tuttle Avenue Sarasota FL 34239
Aspire at North Florida	NW 10th Place Opco LLC	6700 Northwest 10th Place Gainesville FL 32605
Aspire at South Daytona	Reed Canal Road Opco LLC	650 Reed Canal Road South Daytona FL 32119
Aspire at Big Bend	Marshall Drive Opco LLC	207 Marshall Drive Perry FL 32347
Aspire at Jacksonville	Southpoint Drive East Opco LLC	4101 South point Drive East Jacksonville FL 32216
Aspire at North Fort Myers	Pondella Road Opco LLC	991 Pondella Rd North Fort Meyers FL 33903
Aspire at San Jose	San Jose Blvd Opco LLC	9355 San Jose Boulevard Jacksonville FL 32257
Aspire at Greenacres	13th Road Opco LLC	6414 13th Road South West Palm Beach 33415
Aspire at Venice	Albee Farm Road Opco LLC	1026 Albee Farm Road, Venice, FL 34285-6213
Aspire at Brentwood	North Brentwood Circle Opco LLC	2333 N Brentwood Circle, Lecanto, FL 34461-8536
Aspire on Santa Barbara	Santa Barbara Blvd Opco LLC	216 Santa Barbara Boulevard, Cape Coral, FL 33991-2031
Aspire at Englewood	Drury Lane Opco LLC	1111 Drury Lane, Englewood, FL 34224-4545
Aspire at Evans	Evans Avenue Opco LLC	3735 Evans Avenue, Fort Myers, FL 33901-9302
Aspire at Grand Oaks	Palm Coast Pkwy Opco LLC	3001 Palm Coast Parkway SE, Palm Coast, FL 32137-8209

Aspire at the Bay	Habana Way Opco LLC	2916 Habana Way, Tampa, FL 33614-7108
Aspire at Tallahassee	Ginger Drive Opco LLC	3101 Ginger Drive, Tallahassee, FL 32308-4437
Aspire at West Palm Beach	Wallis Road Opco LLC	5065 Wallis Road, West Palm Beach, FL 33415-1947
Aspire at the Sea - Pompano Beach	NE 2nd Street Opco LLC	2401 NE 2nd Street, Pompano Beach, FL 33062-4806
Aspire at the Gardens - Tallahassee	Phillips Street Opco LLC	1650 Phillips Road, Tallahassee, FL 32308-5304
Aspire at University Hills	Hillview Drive Opco LLC	10040 Hillview Road, Pensacola, FL 32514-5499
Aspire at Palma Sola Bay	6305 Cortez Rd W Opco LLC	6305 Cortez Road W Bradenton, FL, 34210-2604
Aspire at Oakfield	1465 Oakfield Dr Opco LLC	1465 Oakfield Drive, Brandon, FL, 33511-4854
Aspire at Central Park	702 S Kings Ave Opco LLC	702 S Kings Avenue, Brandon, FL, 33511-5925
Aspire at Brooksville	1445 Howell Ave Opco LLC	1445 Howell Avenue, Brooksville, FL, 34601-1502
Aspire at Spring Hill	12170 Cortez Blvd Opco LLC	12170 Cortez Boulevard, Brooksville, FL, 34613-5578
Aspire at Emerald Shores	626 N Tyndall Pkwy Opco LLC	626 N Tyndall Parkway, Callaway, FL, 32404-6132
Aspire at Shoal Creek	500 Hospital Dr Opco LLC	500 Hospital Drive, Crestview, FL, 32539-7355
Aspire at Lakeside Oaks	1061 Virginia St Opco LLC	1061 Virginia Street, Dunedin, FL, 34698-7326
Aspire at Lakeside Oaks Villas	1059 Virginia St Opco LLC	1059 Virginia Street, Dunedin, FL, 34698-7326
Aspire at Lake Mary	710 N Sun Dr Opco LLC	710 N Sun Drive, Lake Mary, FL, 32746-2507
Aspire at Orange Park	1215 Kingsley Ave Opco LLC	1215 Kingsley Avenue, Orange Park, FL, 32073-4631
Aspire at Rosewood	3920 Rosewood Way Opco LLC	3920 Rosewood Way, Orlando, FL, 32808-1033
Aspire at Palm Bay	5405 Babcock St NE Opco LLC	5405 Babcock Street NE, Palm Bay, FL, 32905-5020
Aspire at St. Cloud	541 Old Canoe Creek Rd Opco LLC	4641 Old Canoe Creek Road, Saint Cloud, FL, 34769-1550
Aspire at Beneva Villas	743 S Beneva Rd Opco LLC	743 S Beneva Road, Sarasota, FL, 34232-2411
Aspire at Beneva	741 S Beneva Rd Opco LLC	741 S Beneva Road, Sarasota, FL, 34232-2411
Aspire at Coral Bay	2939 S Haverhill Rd Opco LLC	2939 S Haverhill Road, West Palm Beach, FL, 33415-8118
Aspire at Brandenton	15th Street SNF Opco LLC	105 15th St. East, Bradenton, FL, 34208
Aspire at Brandenton Villas	15th Street ALF Opco LLC	105 15th St. East, Bradenton, FL, 34208
Aspire at Arbor Springs	24th Rd Opco LLC	1501 SE 24th Rd Ocala, FL 34471
Aspire at Ridge Haven	Voorhees Rd Opco LLC	4927 Voorhees Rd New Port Richey, FL 34653
Aspire at the Palms	Highlands Blvd Opco LLC	2600 Highlands Blvd N, Palm Harbor, FL 34684

Aspire at Oldsmar	Tampa Rd Opco LLC	3865 Tampa Rd, Oldsmar, FL 34677
Aspire at Sand Key	Sunset Point Rd Opco LLC	1980 Sunset Point Rd Clearwater, FL 33765

<b>Texas Facilities Owned, Operated, or Managed by the Ownership of 10 Sterling Drive Opco LLC</b>					
<b>DBAs</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Entity Name</b>
Avir at Bay City	700 12TH ST	BAY CITY	TX	77414	700 12th Street Opco LLC
Avir at Bay City Villas	700 12TH ST	BAY CITY	TX	77414	720 12th Street ALF Opco LLC
Avir at Bellville	106 N BARON	BELLVILLE	TX	77418	106 N Baron Opco LLC
Avir at Boerne	1102 RIVER RD	BOERNE	TX	78006	1102 River Road Opco LLC
Avir at Corsicana	3210 W HWY 22	CORSICANA	TX	75110	3210 W Hwy 22 Opco LLC
Avir at Fort Worth	7100 TRAIL LAKE DR	FORT WORTH	TX	76133	7100 Trail Lake Drive Opco LLC
Avir at Fredericksburg	1117 S ADAMS ST	FREDERICKSBURG	TX	78624	1117 S Adams Street Opco LLC
Avir at Gainesville	1900 O'NEAL ST	GAINESVILLE	TX	76240	1900 O Neal Street Opco LLC
Avir at Jacksboro	211 E JASPER ST	JACKSBORO	TX	76458	211 E Jasper Street Opco LLC
Avir at Killeen	5000 THAYER DR	KILLEEN	TX	76549	5000 Thayer Drive Opco LLC
Avir at Luling	501 W AUSTIN ST	LULING	TX	78648	501 W Austin Street Opco LLC
Avir at Monahans	1200 W 15TH ST	MONAHANS	TX	79756	1200 W 15th Street Opco LLC
Avir at Pecos	1819 MEMORIAL DR	PECOS	TX	79772	1819 Memorial Drive Opco LLC
Avir at Sealy	1401 EAGLE LAKE ROAD	SEALY	TX	77474	1401 Eagle Lake Road Opco LLC
Avir at Cowhorn Creek	5524 COWHORN CREEK	TEXARKANA	TX	75503	5524 Cowhorn Creek Opco LLC
Avir at Texarkana	4925 ELIZABETH ST	TEXARKANA	TX	75503	4925 Elizabeth Street Opco LLC
Avir at Longview	301 HOLLYBROOK DR	LONGVIEW	TX	75605	301 Hollybrook Drive Opco LLC
Avir at Irving	619 N BRITAIN RD	IRVING	TX	75061	619 N Britain Road Opco LLC
Avir at Grand Saline	1638 VZ CR 1803	GRAND SALINE	TX	75140	1638 VZ CR 1803 Opco LLC
Avir at Bradburn	520 BRADBURN RD	GRAND SALINE	TX	75140	520 Bradburn Road Opco LLC
Avir at Pittsburg	123 PECAN GROVE	PITTSBURG	TX	75686	123 Pecan Grove Opco LLC
Avir at Baird	224 E 6TH ST	BAIRD	TX	79504	224 E 6th Street Opco LLC
Avir at Cisco	1404 FRONT ST	CISCO	TX	76437	1404 Front Street Opco LLC
Avir at Woodlands	125 INSPIRATION BLVD	EASTLAND	TX	76448	125 Inspiration Boulevard Opco LLC
Avir at Woodlands Villas	125 INSPIRATION BLVD	EASTLAND	TX	76448	125 Inspiration Boulevard ALF Opco LLC
Avir at Gonzales	3428 MOULTON RD	GONZALES	TX	78629	3428 Moulton Road Opco LLC
Avir at Hillsboro	1725 OLD BRANDON RD	HILLSBORO	TX	76645	1725 Old Brandon Road Opco LLC
Avir at Itasca	409 S FILES ST	ITASCA	TX	76055	409 S Files Street Opco LLC
Avir at Magnolia	1105 N MAGNOLIA	LULING	TX	78648	1105 N Magnolia Opco LLC
Avir at Schertz	3301 FM 3009	SCHERTZ	TX	78154	3301 FM 3009 Opco LLC
Avir at Seguin	1215 ASHBY	SEGUIN	TX	78155	1215 Ashby Opco LLC
Avir at Stephenville	1670 LINGLEVILLE RD	STEPHENVILLE	TX	76401	1670 Lingleville Road Opco LLC
Avir at Richland Hills	7146 BAKER BLVD	RICHLAND HILLS	TX	76118	7146 Baker Boulevard Opco LLC
Avir at Beaumont	4195 MILAM ST	BEAUMONT	TX	77707	4195 Milam Street Opco LLC
Avir at Beeville	600 S HILLSIDE DR	BEEVILLE	TX	78102	600 S Hillside Drive Opco LLC
Avir at Golfcrest	7633 BELLFORT	HOUSTON	TX	77061	7633 Bellfort Opco LLC
Avir at Grapevine	1500 AUTUMN DRIVE	GRAPEVINE	TX	76051	1500 Autumn Drive Opco LLC
Avir at Arden Wood	8810 LONG POINT DR	HOUSTON	TX	77055	8810 Long Point Road Opco LLC
Avir at San Angelo	5455 KNICKERBOCKER RD	SAN ANGELO	TX	76904	5455 Knickerbocker Road Opco LLC
Avir at Camp Wood	710 HWY 55	CAMP WOOD	TX	78833	710 Hwy 55 Opco LLC

<b>Avir at Dripping Springs</b>	1505 W HWY 290	DRIPPING SPRINGS	TX	78620	1505 W Hwy 290 Opco LLC
<b>Avir at El Paso</b>	7441 PASEO DEL NORTE	EL PASO	TX	79911	7441 Paseo Del Norte Opco LLC
<b>Avir at Abilene</b>	1201 CLARKS DR	ABILENE	TX	79602	1201 Clarks Drive Opco LLC
<b>Avir at Petal Hill</b>	900 S BAXTER AVE	TYLER	TX	75701	900 S Baxter Avenue Opco LLC
<b>Avir at Rose Trail</b>	930 S BAXTER	TYLER	TX	75701	930 S Baxter Opco LLC
<b>Avir at Patriot</b>	11490 GATEWAY NORTH BLVD.	EL PASO	TX	79934	11490 Gateway North Boulevard Opco LLC
<b>Avir at Pilot Point</b>	208 N PRAIRIE ST	PILOT POINT	TX	76258	208 N Prairie Street Opco LLC
<b>Avir at Lindale</b>	13905 FM 2710	LINDALE	TX	75771	13905 FM 2710 Opco LLC
<b>Avir at Kerrville</b>	1555 BANDERA HWY	KERRVILLE	TX	78028	1555 Bandera Highway Opco LLC
<b>Avir at Tierra Este</b>	14300 PEBBLE HILLS BLVD	EL PASO	TX	79938	14300 Pebble Hills Boulevard Opco LLC
<b>Avir at Enchanted Rock</b>	210 WEST WINDCREST ST	FREDERICKSBURG	TX	78624	210 West Windcrest Street Opco LLC