

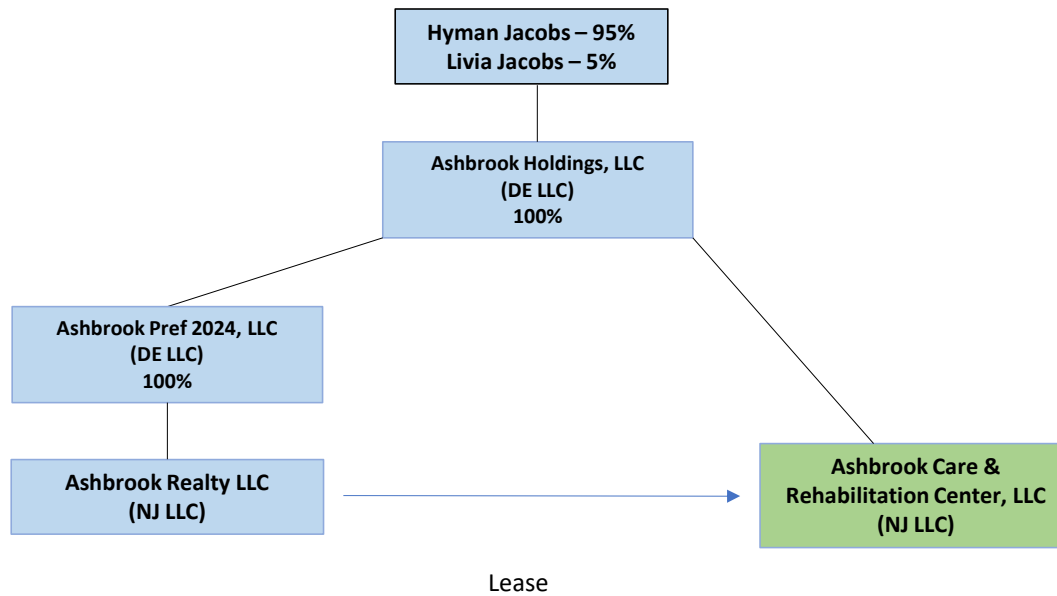
**APPLICATION SUMMARY
TRANSFER/SALE OF REAL PROPERTY**

Date application filed:	3/25/2025
Name of facility:	Ashbrook Care & Rehabilitation Center
License number:	062002
Address:	1610 Raritan Road, Scotch Plains, NJ 07076
County:	Union
Project Description:	This project involves the transfer of the real estate of Ashbrook Care & Rehabilitation Center, located in Union County, from Ashbrook Realty LLC, to Ashbrook Propco LLC effective April 1, 2025.
Licensed capacity:	114 LTC beds
Current Licensed Owner:	Ashbrook Care & Rehabilitation Center, LLC
Current Property Owner:	Ashbrook Realty LLC
Proposed Property Owner:	Ashbrook Propco LLC

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Exhibit A

Ashbrook PROPCO
Pre-Transaction Chart



Ashbrook
Proposed Post-Transaction Property Ownership
PROPCO

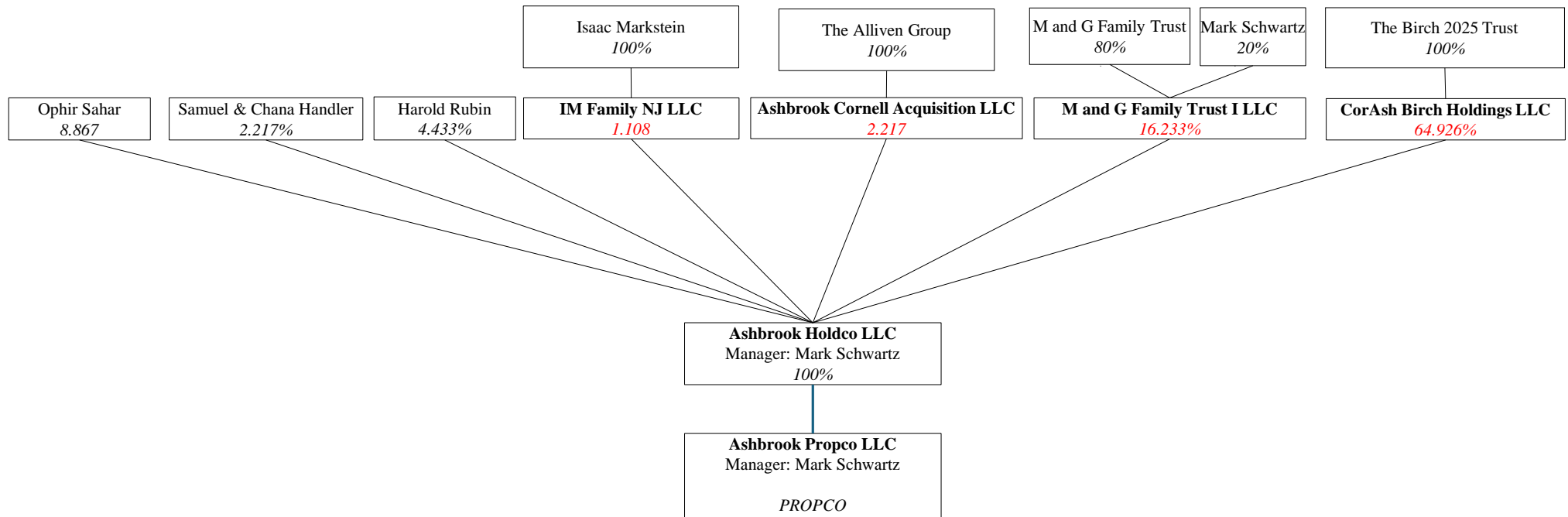


Exhibit B

LEASE AGREEMENT

by and between

[●] LLC,

a New Jersey limited liability company

as Lessor

and

[●] LLC,

a New Jersey limited liability company

as Lessee

[____], 20__

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “**Lease**”) is made and entered into as of this [____] day of [____], 20____ (the “**Effective Date**”) by and between [●] LLC (the “**Lessor**”), and [●] LLC (the “**Lessee**”).

RECITALS:

A. The Lessor owns fee simple title in and to that certain parcel of real estate, which is more particularly described on **Exhibit A** attached hereto and made a part hereof (the “**Demised Premises**”), and the furnishings, furniture, equipment and fixtures used in or about the Demised Premises (“**Personal Property**”).

B. Lessor desires to lease the Demised Premises and Personal Property to Lessee and Lessee desires to lease the Demised Premises and Personal Property from Lessor.

C. Lessor may obtain financing pursuant from one or more parties (such parties, collectively, the “**Lender**” or “**Mortgagee**”) with respect to Lessor’s acquisition of the Facility. All documents evidencing or securing a Lender’s loan (“Loan”) to Lessor, as well as any documents with respect to a loan obtained to refinance any Loan are referred to herein, collectively, as the “**Loan Documents**”).

D. Lessee and [●] LLC, a New Jersey limited liability company (the “**Service Provider**”), have entered into an Operations Transfer Agreement, dated as of _____, 2024, to facilitate an orderly transition of the Facility’s operations from Lessee (the “**Transfer**”) to Service Provider.

E. The parties hereto have agreed to the terms and conditions of this Lease.

NOW THEREFORE, in consideration of the above Recitals which are incorporated herein by this reference and of the mutual covenants, agreements and undertakings hereinafter set forth, it is agreed that the use and occupancy of the Demised Premises, and the use of the Personal Property shall be subject to and in accordance with the terms, conditions and provisions of this Lease.

ARTICLE I - DEFINITIONS

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

(a) “**Facility**” shall mean the [●] licensed bed skilled nursing facility located at [●], commonly known “[●].”

(b) All other terms shall be as defined in other sections of this Lease.

ARTICLE II - DEMISED PREMISES AND PERSONAL PROPERTY

2.1 Lessor, for and in consideration of the rents, covenants and agreements hereinafter reserved, mentioned and contained on the part of the Lessee, its successors and assigns, to be paid, kept and performed, do hereby lease unto Lessee the Demised Premises together with the Personal Property to be used in and upon the Demised Premises for the term hereinafter specified, for use and operation therein and thereon of skilled nursing facility, in substantial compliance with all the rules and regulations and minimum standards applicable thereto, as prescribed by the State of New Jersey and such other governmental authorities having jurisdiction thereof.

ARTICLE III - TERM OF LEASE

3.1 The term of this Lease (the “**Term**”) shall begin and be effective as of the date hereof (“**Commencement Date**”), and, unless sooner terminated or extended as hereinafter provided, shall expire at the earlier of (i) the consummation of the Transfer, and (ii) the day prior to the twenty-five (25) year anniversary of the Commencement Date.

ARTICLE IV - RENT

4.1 Lessee shall pay to Lessor, or as Lessor 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 Demised Premises and the Personal Property over and above all other and additional payments to be made by Lessee as provided in this Lease, an amount equal to the product obtained by multiplying 1.25 times the sum of (i) Lessor’s annual principal and interest payments with respect to the Loan, (ii) Lessor’s annual mortgage insurance premiums with respect to the Loan, (iii) Landlord’s annual deposits for reserves for replacements, (iv) the amount of the annual property insurance with respect to the Premises, and (v) the amount of the annual property taxes with respect to the Premises. All payments of Rent (as hereinafter defined), together with any and all tax and insurance deposits provided for in this Lease, shall be paid in advance on the first day of each month. Unless otherwise notified in writing Lessor directs Lessee to deliver all rental payments payable to Lessor, as directed by Lessor.

4.2 This Lease is and shall be deemed and construed to be a triple net lease and the Base Rent specified herein shall be net to Lessor in each year during the Term of this Lease. The Lessee shall pay all costs, expenses and obligations (ordinary and extraordinary) of every kind whatsoever relating to the Demised Premises and the Personal Property which may arise or become due during the Term of this Lease (the “**Additional Rent**”), including, but not limited to, the payment of property taxes as provided in Articles VI and VII of this Lease, the maintenance of insurance policies as provided in Article IX of this Lease, maintenance and repairs to the Demised Premises and the Facility required by Lender or to maintain the same in the same condition as of the commencement of the Lease excepting reasonable wear and tear as provided in Article XI of this Lease, funding any monthly repair reserves required by Lender, and payment to any parties providing goods and/or services with respect to operation of the Facility, except for any principal and interest payments due with respect to any Loan Document. Lessee does hereby agree to indemnify, defend and hold harmless Lessor against any such costs, expenses and obligations. Notwithstanding the foregoing, Lessor and Lessee acknowledge and agree that Lessee 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.

4.3 All rental payments, together with all tax and insurance deposits provided for in this Lease 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 Lessor and shall be sent to Lessor at c/o Peace Capital LLC, 229 NJ-70, Toms River, NJ 08755.

4.4 Except as otherwise specifically provided herein, no reduction in the number of licensed beds shall entitle Lessee to any reduction or adjustment of the Base Rent or Additional Rent (collectively, the “**Rent**”) payable hereunder, which shall be and continue to be payable by Lessee in the full amount set forth herein notwithstanding any such reduction in the number of licensed beds. However, the Lessors shall increase the Rent in the event the Facility is licensed for additional beds, as further provided in Section 8.5 hereof.

ARTICLE V - LATE CHARGES

5.1 If: (a) payment of any sums required to be paid or deposited by Lessee to Lessor under this Lease, or (b) payments made by Lessor under any provision hereof for which Lessor is entitled to reimbursement by Lessee, shall become overdue beyond five (5) calendar days after the date on which they are due and payable as set forth in this Lease, a late charge equal to the greater of three percent (3%) per month or the default rate charged by Lender on the sums so overdue shall be immediately due and payable to Lessor and said late charges shall be payable on the first (1st) day of the month next succeeding the month during which Lessor gives notice of the incurrence of a late charge to Lessee. In addition, Lessee shall be liable to Lessor for any late charges due under the Loan Documents, which accrue as a result of (a) payment of any sums required to be paid or deposited by Lessee to Lessor under this Lease; or (b) payments made by Lessor under any provision hereof for which Lessor is entitled to reimbursement by Lessee. Lessee 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, Lessor 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. Except as otherwise provided in this Article V, no failure by Lessor to insist upon the strict performance by Lessee of Lessee’s obligations to pay late charges shall constitute a waiver by Lessor 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 Lessor from declaring an Event of Default, as defined herein because of Lessee’s failure to make any payment due hereunder when such payment was due.

ARTICLE VI - PAYMENT OF TAXES AND ASSESSMENTS; QUALITY ASSURANCE FEE

6.1 Lessee will pay as Additional Rent before any fine, penalty, interest or cost may be added thereto for the nonpayment thereof, all taxes (except taxes for which Lessee shall make deposits with Lessor in accordance with the provisions of Article VII of this Lease), assessments, license and permit fees and other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever which during the Term

of this Lease may have been, or may be assessed, levied, confirmed, imposed upon or become due and payable out of or in respect of, or become a lien on the Demised Premises and/or Personal Property or any part thereof (collectively, "**Taxes and Assessments**"). Lessor shall provide to Lessee copies of any bills received by it for Taxes and Assessments. Except for taxes for which Lessee shall make deposits with Lessor or Lender in accordance with the provisions of Article VII, not later than ten (10) days prior to the due date for such Taxes and Assessments or five (5) days following its receipt of the bill therefore (whichever is later), Lessee shall pay to Lessor the amount of Taxes and Assessments due. At the request of Lessee, within five (5) days of any payment by Lessor of the Taxes and Assessments, a copy of the paid stamped bill or other evidence of payment shall be delivered to Lessee.

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 Lease and a part of which is included in a period of time before or after the Term of this Lease, shall be adjusted pro rata between Lessor and Lessee as of the commencement and termination 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 Lessee to pay income taxes assessed against Lessor or its beneficiary, or capital levy, franchise, estate, succession or inheritance taxes of Lessor or its beneficiary.

6.4 Lessor shall have the first option to contest the amount or validity of any Taxes and Assessments. If permitted by the terms of the Loan Documents, and if Lessor has declined to contest, Lessee shall have the right 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, Lessee may postpone or defer such payment only if all of the following conditions are met:

(a) Neither the Demised Premises, the Personal Property, any material license or certification nor any part thereof would by reason of such postponement or deferment be in danger of being forfeited or lost, and

(b) Lessee shall have deposited with Lessor, to be held in trust, cash or securities in an amount (against which Lessee shall receive a credit equal to the amount pertaining to the period such Taxes and Assessments are being contested held by Lessor pursuant to the terms of Section 7.1 hereof) reasonably satisfactory to Lessor but in no event less than the amount required by Lender, or if there is then no Lender encumbering the Demised Premises, then one hundred twenty-five percent (125%) 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, and such additional amounts from time to time as may be necessary to keep on deposit at all times an amount equal to the amount required by Lender, or if there are no Loan Documents, then an amount equal to one hundred twenty-five percent (125%) 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 may or might be assessed

against or become a charge on the Demised Premises or any part thereof in such proceedings.

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

If held by Lessor, the cash so deposited shall be deposited by Lessor in an interest bearing account and the cash or securities so deposited shall be held by Lessor until the final resolution of such contest and any lien filed against the Demised Premises shall have been released and discharged, and shall thereupon be returned to the Lessee, 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 Lessor 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, Lessor shall only pay Lessee interest if Lender pays Lessor interest and such interest shall be paid to Lessee at the same interest rate and with the same deductions as paid to Lessor by Lender.

6.5 Upon the termination of any such proceedings, Lessee 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 Lessee's request, shall be made by Lessor 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 Lessee. In the event the amount of funds deposited by Lessee 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 Lessee by Lessor.

6.6 Lessor 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 Lessor in which event Lessor shall join in such proceedings or permit the same to be brought in its name and Lessee shall pay for all costs in connection therewith. Lessor shall not ultimately be subjected to any liability for the payment of any costs or expenses in connection with any such proceedings, and Lessee will indemnify, defend and save harmless Lessor from any such costs and expenses, including, without limitation, reasonable attorneys' fees, as a result of such proceedings. Lessee shall be entitled to any refund of any real estate taxes and penalties or interest thereon received by Lessor but previously reimbursed in full by Lessee. Lessor agrees that it will reasonably assist Lessee to provide any necessary information and execute any necessary documents in connection with proceedings referred to in this Article.

6.7 In the event that Lessor determines in its reasonable judgment, that it is not being adequately represented by Lessee's counsel in any proceedings referred to in this Article, Lessor may upon ten (10) days prior written notice to Lessee, obtain separate counsel to represent it in such action. In such event, the cost of such counsel shall be paid by Lessor. In the event that Lessor determines, in its reasonable judgment, that Lessee has abandoned any contest referred to

in this Article or that Lessee is not pursuing any such contest with due diligence, Lessor may, upon ten (10) days' prior written notice to Lessee, if the Taxes and Assessments so contested by Lessee have not theretofore been paid, pay such Taxes and Assessments from the amounts deposited by Lessee 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 Demised Premises or Personal Property, then Lessee shall be responsible for the payment of such tax.

ARTICLE VII - TAX, INSURANCE AND REPLACEMENT RESERVE DEPOSITS

7.1 Lessee will make an initial (on the Commencement Date) and monthly real estate tax deposits with Lessor, in an amount equal to one twelfth (1/12th) of one hundred and five percent (105%) of the annual real estate taxes levied against the Demised Premises, or such applicable amount required by a Lender. Said deposits shall be due and payable on the first (1st) day of each month as Additional Rent. If held by Lessor, such amounts shall be deposited by Lessor in an interest bearing account with interest to be retained in such account for the benefit of Lessee. If such deposits are held by Lender, said deposits shall not bear interest, unless interest on the deposits is paid to Lessor by Lender. The deposits shall be held by Lessor or Lender to pay the real estate taxes as they become due and payable. Said deposits shall not be kept separate and apart from any other funds of Lessor. If the amount of Lessee's payments as made under this Article shall be less than the total amount due of the real estate taxes, then Lessee shall pay to Lessor the amount necessary to make up the deficiency in its pro rata share in the initial year of the Term of this Lease 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 Lessee has paid all sums due under this Section 7.1 and Lessor or Lender fail to pay the real estate taxes when due, Lessor 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, Lessee shall provide to Lessor copies of any bills received by it for Taxes and Assessments. Within five (5) days of any direct payment by Lessee of the Taxes and Assessments, a copy of the paid tax bill shall be delivered to Lessor.

7.2 Notwithstanding anything to the contrary contained herein, if Lessor is required under a Loan Document to make, with Lender thereunder, monthly deposits for insurance premiums and, except for this Lease, Lessor would actually be making such payments, then Lessee will make monthly deposits for insurance premiums with Lessor, in an amount equal one twelfth (1/12th) of the insurance premiums, or such applicable amount required by a Lender. Provided that Lessee at all times complies with the immediately preceding sentence, Lessee shall suffer no liability hereunder in the event that the insurance premiums are not timely paid to the insurance company. The deposits, if applicable, for insurance deposits, shall be due and payable on the first (1st) day of each month as Additional Rent. Not later than five (5) days following its receipt thereof, Lessor shall provide to Lessee copies of any insurance bills received by it, if not paid by directly by Lessee. At the request of Lessee, within five (5) days of any payment by Lessor of insurance premiums, a copy of the paid insurance bill or evidence of payment of the insurance premiums shall be delivered to Lessee.

7.3 If Lessor is required under the Loan Documents to make, with the Lender thereunder, monthly deposits for replacement reserves and, except for this Lease, Lessor would actually be making such payments, then Lessee will make monthly deposits for replacement reserves with Lessor, in an amount equal to the amount Lessor is required to make under the 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. Lessee shall also make any replacement reserve deposits required to be made by a Lender at the closing of its loan to Lessor.

7.4 All amounts required to be deposited pursuant to this Article 7 shall be held for the benefit of Lessee for the purposes set forth herein; provided that upon the occurrence of an Event of Default hereunder Lessor may elect in its discretion to apply such amounts to obligations of Lessee under this Lease, in Lessor's discretion.

ARTICLE VIII - OCCUPANCY

8.1 During the Term of this Lease, the Demised Premises shall be used and occupied by Lessee for and as skilled nursing facility, and for no other purpose. Lessee shall at all times during the Term maintain in good standing and full force a probationary or non-probationary license (the "License") issued by the New Jersey Department of Health ("DOH") and any other governmental agencies permitting the operation on the Demised Premises as a skilled nursing facility and a Certificate of Need issued by DOH for the operation of a long term care facility.

8.2 Lessee will not suffer any act to be done or any condition to exist on the Demised Premises 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 Demised Premises.

8.3 Upon termination of this Lease for any reason, Lessee will return to Lessor the Demised Premises in the same condition as existed on the Commencement Date, reasonable wear and tear excepted, and licensed by the State of New Jersey and by any governmental agencies having jurisdiction over the Demised Premises as skilled nursing Facility with unrestricted licenses in full force and good standing for no less than the number of skilled and/or intermediate beds as identified on Schedule 8.3. Except as otherwise specifically provided herein, no reduction in the number of licensed beds shall entitle Lessee to any reduction or adjustment of the Rent payable hereunder, which shall be and continue to be payable by Lessee in the full amount set forth herein notwithstanding any such reduction in the number of licensed beds. Lessee shall, within five (5) days following its receipt thereof, provide Lessor with a copy of any notice from DOH or any federal, state or municipal governmental agency or authority regarding any reduction in the number of licensed beds and Lessor shall have the right to contest, by appropriate legal or administrative proceedings, any such reduction.

8.4 During the Term of this Lease, Lessee shall only use the Demised Premises in accordance with Environmental Laws (as hereinafter defined) and shall not use nor permit the Demised Premises 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 Lessee may use in and store at the Facility such materials and substances as are customarily used in nursing homes but only in such quantities as are reasonably necessary for the routine business operation of the 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. "**Environmental Laws**" as used in this Lease means all federal, state and local environmental, health, or safety laws or regulations applicable to the Demised Premises or the Facility, now or hereafter enacted. Lessee hereby agrees to indemnify, defend and hold Lessor harmless from and against, and shall reimburse Lessor 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 Demised Premises during 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 Demised Premises during the Term hereof.

8.5 In no event shall Lessee relocate any of the licensed bed, or certificate of need, rights at the Facility to another location, or otherwise reduce the number of licensed beds without Lessor's express written consent which may be withheld in Lessor's sole discretion. Any action taken by Lessee in connection with any of the foregoing matters without Lessor's express written consent shall be void and of no force and effect. Any and all license and beds rights with respect to any of the Facility, to the extent permitted under applicable law, shall be the property of Lessor and included in the Demised Premises hereunder. In the event the Facility adds any licensed beds during the Term, then to the extent permitted by applicable law such additional beds shall become part of the Demised Premises and all rights with respect thereto shall be the property of Lessor and may not be subsequently removed or transferred by Lessee. In such event, Lessor shall proportionately increase the Rent as a result of such additional licensed beds simultaneously with the licensing thereof.

ARTICLE IX - INSURANCE

9.1 Subject to any additional requirements of any Loan Documents, Lessee shall, at its sole cost and expense, as of the Commencement Date and during the Term, maintain fire, and casualty insurance with extended coverage endorsement, which includes coverage for malicious mischief and vandalism both on the Demised Premises and the Personal Property on the New Jersey standard form with a responsible company or companies approved by Lessor, which approval will not be unreasonably withheld. Such insurance shall, at all times, be maintained (without any co-insurance clause, if possible) in an amount equal to the full replacement value of the Demised Premises and Personal Property, but not less than that required by Lender, but in any event in an amount sufficient to prevent Lessor and Lessee from becoming co-insurers under

applicable provisions of the insurance policies. Such insurance shall at all times be payable to Lender, Lessor and Lessee, as its interests may appear and shall contain a loss-payable clause to the Lender, as its interest may appear. Upon the reasonable request of Lessor, provided however no less frequently than such time as required by Lessee's insurance carrier, Lessee shall furnish at its sole cost and expense, to Lessor and such insurance carrier, insurance appraisals in form and substance as are regularly and ordinarily made by insurance companies, in order to determine the then replacement value of the Demised Premises and Personal Property, and if such appraisal shows that the amount of casualty insurance maintained by Lessee hereunder is insufficient, the amount of insurance required by this Section 9.1 shall be adjusted accordingly.

9.2 Lessee shall also, at Lessee's sole cost and expense, cause to be issued and shall maintain during the Term of this Lease, insurance from an insurance company with a "B++" rating or higher from A.M. Best Company in accordance with the requirements set forth in the Loan Documents, but in no event with coverage less than:

(a) A public liability policy naming Lessor, Lender, and Lessee, as insured, and insuring them against claims for bodily injury, or property damage occurring upon, in or about the Demised Premises, or in or upon the adjoining streets, sidewalks, passageways and areas, and including professional malpractice insurance covering employees of the Facility, such insurance to afford protection to the limits reasonably established by Lessee in the operation of its business, but not less than \$1,000,000 per each occurrence and \$3,000,000 in the aggregate or any greater amount required by the Loan Documents.

(b) If there is a boiler, air conditioner or water heater located on the Demised Premises, boiler explosion insurance, in the amount of not less than \$500,000, under the terms of which Lessor and Lessee will be indemnified, as their interests may appear, against any loss or damage which may result from any accident or casualty in connection with any boiler used in the Demised Premises, whereby any person or persons may be injured or killed or property damaged in or about the Demised Premises.

9.3 All policies of insurance shall provide, to the extent available at a commercially reasonable price so long as not otherwise required by the Lender:

(a) They are carried in favor of Lessor, Lessee, and Lender, as their respective interests may appear, and any loss shall be payable as therein provided, notwithstanding any act or negligence of Lessor or Lessee, which might otherwise result in forfeiture of insurance; and

(b) They shall not be canceled, terminated, reduced or materially modified without at least thirty (30) days' prior written notice to Lessor; and

(c) A standard mortgagee clause in favor of Lender, and shall contain, if obtainable, a waiver of the insurer's right of subrogation against funds paid under the standard mortgagee endorsement which are to be used to pay the cost of any repairing, rebuilding, restoring or replacing.

9.4 Certificates of insurance policies required by this Article shall be delivered to Lessor and Lender prior to or on the Commencement Date. Upon receipt thereof, Lessee shall

deliver copies of the actual policies to Lessor, which certificates and policies shall be updated annually not less than twenty (20) days prior to the expiration date thereof.

9.5 Lessee shall at all times keep in effect business interruption insurance with loss of rents endorsement naming Lessor as an insured in an amount at least sufficient to cover:

(a) The aggregate of the cost of all Taxes and Assessments due during the period of the next succeeding twelve (12) months following the occurrence of the business interruption;

(b) The cost of all insurance premiums for insurance required to be carried by Lessee for such twelve (12) month period; and

(c) The aggregate of the amount of the monthly Base Rent for the next succeeding twelve (12) month period.

All proceeds of any business interruption insurance or loss of rents coverage shall be applied, first, to the payment of any Base Rent payments for the next succeeding twelve (12) months to the extent that such payments are due and payable; second, to the payment of any Taxes and Assessments and insurance deposits required for the next succeeding twelve (12) months to the extent that such payments are due and payable; and, thereafter, after all necessary repairing, rebuilding, restoring or replacing has been completed as required by the pertinent Articles of this Lease and the pertinent sections of the Loan Documents, any remaining balance of such proceeds shall be paid over to the Lessee.

9.6 In the event the amount of insurance proceeds under Section 9.1 exceeds Fifty Thousand Dollars (\$50,000), such insurance proceeds as may be paid to Lessee and Lessor, shall be governed by the Loan Documents or if no Loan Documents, then deposited with Lessor to be held and disbursed for the repairing, rebuilding, restoring or replacing of the Demised Premises or any portion thereof, or any improvements from time to time situated thereon or therein in accordance with Sections 9.7 and 9.8 hereof, or with the pertinent provisions of the Loan Documents.

9.7 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 Lessor 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 Lessee for such repairing, rebuilding, restoring or replacing, or that Lessee have 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 Lessee in excess of the amount received from such insurance policies, Lessee 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 Lease, 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 Lessor 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.

9.8 Prior to making any such repairs costing in excess of Fifty Thousand Dollars (\$50,000), if so requested by Lessor, Lessee shall do the following or provide to Lessor the following documentation, as Lessor may reasonably require to protect its interest in the Demised Premises and Personal Property: (a) submit complete plans and specifications for such repairs prepared by an architect or general contractor whose qualifications shall be reasonably satisfactory to Lessor; (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 Lessee's sole cost and expense 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 Lessor as Lessor may reasonably require to protect its interest in the Demised Premises and Personal Property.

ARTICLE X - LESSOR'S RIGHT TO PERFORM

10.1 Should Lessee fail to perform any of its covenants herein agreed to be performed, Lessor may, upon prior 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 Lessor, including Lessor's reasonable expenses in enforcing or performing such covenants, including reasonable attorneys' fees shall be payable by Lessee to Lessor upon demand with interest thereon at the Default Rate (as defined in Section 25.3 herein) thereafter. In particular and without limiting the generality of the foregoing, following the occurrence of an Event of Default hereunder, Lessor shall be entitled to make Protective Advances pursuant to the terms hereof with respect to payments due to any parties providing goods and/or services for any of the Facility. Any of the foregoing costs or expenses incurred or payments made by Lessor shall be deemed to be Additional Rent payable by Lessee and collectible as such by Lessor.

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

ARTICLE XI - REPAIRS AND MAINTENANCE

11.1 Throughout the Term of this Lease, Lessee, at its sole cost and expense, will keep and maintain, or cause to be kept and maintained, the Demised Premises (including the grounds, sidewalks, roof, parking lots and curbs abutting the same) and the Personal Property 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 will make or cause to be made, as and when the same shall become necessary, all structural and nonstructural, ordinary and extraordinary, exterior and interior, replacing, repairing and restoring

necessary to that end. All replacing, repairing and restoring required of Lessee shall be (in the reasonable opinion of Lessor) of comparable quality equal to the original work and shall be in compliance with all standards and requirements of law, licenses and municipal ordinances necessary to operate the Demised Premises as a skilled nursing facility.

11.2 In the event that any part of the improvements located on the Demised Premises or the Personal Property shall be damaged or destroyed by fire or other casualty (any such event, being called a “**Casualty**”), Lessee 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 Lease and the Loan Documents applicable in the event of such Casualty. The Demised Premises and the Personal 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 is Fifty Thousand Dollars (\$50,000) or more, the plans and specifications for same shall be first submitted to and approved by Lessor in writing, which approval shall not be unreasonably withheld or delayed, and Lessee shall select an independent architect or engineer approved by Lessor (which approval shall not be unreasonably withheld or delayed) who shall be in charge of such repairing, restoring or replacing. Upon the demand of Lessor, Lessee 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 Lessor, if any, and disbursements shall be made pursuant to the terms of Section 9.8 hereof. Lessee covenants that it will give to Lessor prompt written notice of any Casualty affecting the Demised Premises in excess of Fifty Thousand Dollars (\$50,000). Any insurance proceeds with respect to a Casualty in excess of amounts required to repair the Facility, as well as any award with respect to a condemnation of any of portion of the Demised Premises, shall be the property of Lessor.

11.3 Provided that there is no uncured Event of Default by Lessee under this Lease, Lessee shall have the right, at any time and from time to time, to remove and dispose of any Personal Property which may have become obsolete or unfit for use, or which is no longer useful in the operation of the Demised Premises, provided Lessee promptly replace any such Personal 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 Personal Property so removed or disposed of and such replacement property shall automatically become the property of and shall belong to Lessor and Lessee shall execute and deliver such bills of sale or other documents reasonably requested by Lessor to vest ownership of such replacement personal property in Lessor.

ARTICLE XII - ALTERATIONS AND DEMOLITION

12.1 Lessee will not remove or demolish the Demised Premises or any portion thereof or allow it to be removed or demolished, without the prior written consent of Lessor and, if required by the Loan Documents, Lender. Subject to the Loan Documents, Lessee further agrees that they will not make, authorize or permit to be made any changes or alterations in or to the Demised Premises, the cost of which in any twelve (12) month period exceeds Fifty Thousand Dollars (\$50,000) collectively, without first obtaining Lessor’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 Demised Premises shall be in quality and class at least equal to the original work and shall become the property of Lessor 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 Fifty Thousand Dollars (\$50,000) collectively, Lessee shall furnish to Lessor, at Lessee'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 Lessor or Lender. Such plans and drawings shall include detailed architectural, mechanical, electrical and plumbing working drawings. The plans and drawings will be subject to Lessor's approval with respect to design, aesthetics, building code compliance and such other matters as Lessor 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 Lessor shall not be relied upon by Lessee that any such plans or drawings are in compliance with applicable laws or represent a sound design.

ARTICLE XIII - COMPLIANCE WITH LAWS AND ORDINANCES

13.1 Throughout the Term of this Lease, Lessee, at its sole cost and expense, will obey, observe and promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements of any federal, state and municipal governmental agency or authority having jurisdiction over the Demised Premises and the operation thereof as skilled nursing facility, which may be applicable to the Demised Premises, the Personal Property and the improvements located therein and including, but not limited to, the sidewalks, alleyways, passageways, vacant land, parking spaces, curb cuts, curbs adjoining the Demised Premises, whether or not such law, ordinance, order, rules, regulation or requirement shall necessitate structural changes or improvements.

13.2 Lessee 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 Demised Premises.

13.3 Prior to the Commencement Date, Lessee shall obtain, at its sole cost and expense, all necessary approvals, certifications and licenses from all appropriate governmental agencies necessary to permit Lessee to operate the Facility as a skilled nursing facility home, including, without limitation, the receipt of the License. Lessee shall keep in good standing and in full force and effect all necessary licenses, permits and certifications required by any governmental authority for the purpose of maintaining and operating on the Demised Premises a skilled nursing facility, including not less than the number of skilled beds as identified in Section 1.1(a) herein, and the Facility shall at all times continue to be qualified to and shall participate in the Medicare and Medicaid reimbursement programs.

13.4 Lessee will deliver to Lessor within two (2) calendar days following receipt thereof, any notice of a deficiency of the level of "G" or worse, any Civil Monetary Penalty ("CMP"), and/or any failed re-revisit with respect to a survey deficiency, at any of the Facility. Lessee shall also deliver to Lessor, within two (2) calendar days after receipt any notice from any governmental agency terminating or suspending, or threatening termination or suspension, of any license or

certification relating to any of the Facility. Lessee will deliver to Lessor within five (5) calendar days copies of all other adverse notices from any licensing, certifying, regulatory, reimbursing or other agency which has jurisdiction over the Facility or over any license, permit or approval under which the Facility operates, any notice from the United States Department of Health and Human Services, Centers for Medicare and Medicaid Services (“**CMS**”) 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 license or certification relating to the operations of the Facility or participation in any governmental or non-governmental reimbursement or third party payor program, including the Medicare or Medicaid reimbursement programs, and if Lessee becomes aware that any such notice likely to cause a material adverse effect is to be forthcoming before receipt thereof, it shall promptly inform Lessor thereof. Lessee will deliver to Lessor within five (5) calendar days after receipt all other 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 Demised Premises or the nursing home operated thereon. For any materials required to be delivered pursuant to this Section 13.4 that are not timely delivered Lessee shall pay to Lessor a penalty of Five Hundred Dollars (\$500) for every day during which such failure continues (calculated separately for every item required to be delivered that is not so delivered).

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, Lessee will not create or permit to be created or to remain, and Lessee will discharge, any lien, encumbrance or charge levied on account of any mechanic’s, laborer’s or materialman’s lien or any conditional sale, security agreement or chattel mortgage, or otherwise, which might be or become a lien, encumbrance or charge upon the Demised Premises or any part thereof or the income therefrom or the 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 Lessee. Lessee shall have the right to purchase equipment, furniture, or furnishings (other than as a replacement for any personal property owned by Lessor and leased to Lessee hereunder) which may be subject to a security agreement 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 Lessee shall indemnify Lessor against all charges, costs and expenses that may be incurred by Lessor 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 Lessee shall at any time be filed against any portion of the Demised Premises or Personal Property, if allowed by the terms of the Loan Documents and the Lender, Lessee shall have the right to contest such lien or charge, provided Lessee, 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 Lessor against said lien by deposit with Lessor 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 Lessor or Lender to protect against such lien. If Lessee shall fail to cause such lien to be discharged within the period aforesaid, or to otherwise secure Lessor as aforesaid, then in addition to any other right or remedy, Lessor 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 Lessor and all costs and expenses incurred by Lessor in connection therewith, shall constitute Additional Rent payable by Lessee under this Lease and shall be paid by Lessee to Lessor within five (5) days after written demand from Lessor. Except as herein provided, nothing contained herein shall in any way empower Lessee to do or suffer any act which can, may or shall cloud or encumber Lessor's or Lender's interest in the Demised Premises.

14.3 In the event that Lessor determines in its reasonable judgment, that it is not being adequately represented by counsel for Lessee in any contest referred to in Section 14.2 hereof, Lessor may, upon ten (10) days prior written notice to Lessee, obtain separate counsel to represent it in such contest. In such event, the cost of such counsel shall be paid by Lessee. In the event that Lessor determines, in its reasonable judgment, that Lessee has abandoned any contest referred to in Section 14.2 above, or that Lessee is not pursuing any such contest with due diligence, Lessor may, upon ten (10) days prior written notice to Lessee, discharge such lien by paying the amount claimed to be due from the security deposited by Lessee pursuant to the terms of said Section 14.2.

ARTICLE XV - INSPECTION OF PREMISES AND RECORDS BY LESSOR

15.1 At any time, during reasonable business hours and upon prior notice to Lessee, Lessor or its authorized representatives shall have the right to enter and inspect the Demised Premises and Personal Property.

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

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

ARTICLE XVI - COVENANTS OF LESSEE

16.1 Distributions. Following the occurrence of any Event of Default, Lessee shall not (i) declare, pay or make any Distribution (other than dividends or distributions payable in its equity interests, or split-ups or reclassifications of its equity interests), (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 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; and any obligation of Lessee 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 Lessee 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 Lessee or any affiliate or relative thereof.

16.2 Other Obligations. Lessee shall not have any other liabilities, other than those which are necessary and related to its function as the operator of the applicable Facility, including without limitation, Lessee's working capital line of credit, which may not be utilized for any facility or other purposes other than for operation of the Facility. In addition to and without limiting the foregoing, Lessee 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 Lessee's officers, directors, members, managers, owners, representatives, agents, successors and assigns, and their respective successors, assigns, agents and representatives.

16.3 Administrative Services Agreement. Lessee has entered into that certain Administrative Services Agreement (the "ASA"), dated as of even date herewith, with Service Provider, pursuant to which Service Provider will provide certain personnel and administrative services on behalf of Lessee. Lessor acknowledges and agrees that, as long as the ASA is in full force and effect, Lessor shall suffer no liability under this Lease as a result of any act or omission of Service Provider under the ASA. Notwithstanding anything to the contrary contained herein, Lessee shall remain liable for all loss or liability arising (i) from a violation by Lessee of any provision of the ASA, and (ii) after the termination of the ASA and this Lease, for the failure of Lessee to vacate and surrender the Demised Premises after the expiration or sooner termination of this Lease.

ARTICLE XVII - RENT ABSOLUTE

17.1 Except as herein provided, damage to or destruction of any portion of the buildings, structures and fixtures upon the Demised Premises, by fire, the elements or any other cause whatsoever, whether with or without fault on the part of Lessee, shall not terminate this Lease or entitle Lessee to surrender the Demised Premises or entitle Lessee 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.

ARTICLE XVIII - ASSIGNMENT AND SUBLETTING; SOLAR PANELS; CELL TOWERS

18.1 During the Term of this Lease, Lessee shall not assign this Lease or in any manner whatsoever sublet, assign, encumber or transfer all or any part of the Demised Premises or in any manner whatsoever transfer, assign or encumber any interest in the Demised Premises (whether by management agreement, or otherwise) or any interest in this Lease or allow subtenants to in any manner whatsoever sublet, assign, encumber or transfer all or any part of the Demised Premises or in any manner whatsoever transfer, assign or encumber any interest in the Demised Premises (an "Assignment") without the prior written consent of Lessor and Lender, which consent shall be given or denied in Lessor's sole discretion. As a condition of granting its consent, Lessor may request, and Lessee shall provide to Lessor, resumés and financial statements for any proposed transferee. Lessee acknowledges and agrees that Lessor has specifically chosen Lessee to operate the Facility based upon the skill and expertise of Lessee and its principals in operating nursing homes and upon the character and reputation of such principals. Prior to any transfer of possession of the Demised Premises to such transferee, any proposed transferee shall assume all

the obligations of Lessee transferred hereunder. Any violation or breach or attempted violation or breach of the provisions of this Article by Lessee, or any acts inconsistent herewith shall vest no right, title or interest herein or hereunder or in the Demised Premises in any such transferee or assignee; and Lessor may, at its exclusive option, invoke the provisions of this Lease relating to default. As a condition of granting its consent to any sublease or assignment: (x) Lessee shall pay, and Lessee hereby agrees to pay or cause subtenant to pay, any reasonable out of pocket third party costs and expenses of Lessor incurred in connection with such sublease or assignment, including, without limitation, all due diligence costs and reasonable attorneys' fees; and (y) Lessee shall deliver to Lessor a certified listing of the names and addresses of all members, shareholders, partners or co-venturers of the new assignee.

18.2 For purposes of this Article:

(a) Any transfer or transfers of the membership interests in Lessee (or stock in a corporate Lessee, partnership interests in a partnership Lessee or stock in a corporate general partner of a partnership Lessee, as the case may be) however accomplished, whether in a single transaction or in a series of related or unrelated transactions, which result in the following with respect to the initial ownership in Lessee set forth on Schedule 18.2 hereto: 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 such membership interests in Lessee (or stock in a corporate Lessee, partnership interests in a partnership Lessee or stock in a corporate general partner of a partnership Lessee, as the case may be) shall be deemed an assignment of this Lease.

(b) Any person, corporation, limited liability company or other entity to whom Lessee's interest under this Lease passes by operation of law, or otherwise, shall be bound by the provisions of this entire Lease and this Article, and except for subsequent subleases, assignments or transfers permitted by this Article, shall obtain the consent of Lessor 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 Lessee's obligations under this Lease shall be deemed an assignment.

(d) If Lessee 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.

18.3 Notwithstanding anything contained herein to the contrary, Lessor's written consent, which consent shall be in Lessor's sole discretion, shall be required for Lessee to enter into any subleases with respect to the Facility. Without limiting the foregoing, any permitted subleases shall be fully subordinated to the terms of this Lease, and Lessee shall be fully responsible for ensuring compliance with any sublessee thereunder with the terms and conditions of this Lease that relate to Lessee, and any action or occurrence with respect to a sublessee thereunder which if occurring to Lessee would constitute an Event of Default hereunder, shall be deemed an Event of Default hereunder

18.4 Notwithstanding anything contained herein, Lessor shall have the unrestricted right to install, or to lease or provide license or right to others to install, and operate one or more cell phone towers or similar equipment upon the Real Property (including the roof or exterior walls or structures), and to grant any easement, right of access or similar right or privilege in connection therewith, and any and all income, revenue and profit derived or arising therefrom (including, for avoidance of doubt, with respect to any such arrangements already in place as of the Commencement Date) shall be received by Lessor, provided that same does not interfere with use and operation of the Facility and is otherwise permitted by law.

18.5 Notwithstanding anything contained herein to the contrary, Lessor retains the right, at any time during the Term, to install solar power devices ("**Solar Panels**") upon the Demised Premises (including the roof or exterior walls or structures), and to grant any easement, right of access or similar right or privilege in connection therewith, to provide solar energy for the Facility, and Lessor and/or any provider of services in connection with the Solar Panels shall be allowed access to the Facility for the purposes of installing, operating and maintaining the Solar Panels, provided that same does not interfere with use and operation of the Facility and is otherwise permitted by law. In the event Solar Panels are installed by Lessor, Lessee shall pay an additional amount to Lessor reflecting savings resulting from use of the Solar Panels (the "**Savings Amounts**"). The Savings amount shall be calculated as follows:

For each month of the Term, following installation of the Solar Panels, the following amounts shall be measured: (i) the electricity wattage used by the Facility during such month (the "**Wattage**"), (ii) the cost of conventional electrical power (for avoidance of doubt, calculated with respect to the lowest rate that would be available to Lessee), per watt, otherwise available for use at the Facility without the Solar Panels ("**Prior Cost**") and (iii) the cost of electrical power, per watt, applicable following installation of the Solar Panels (the "**Reduced Cost**"). For each month, Lessee shall owe to Lessor as Additional Rent, an amount equal to: (x) the Wattage, multiplied by (y) the difference between the Prior Cost and Reduced Cost.

ARTICLE XIX - EVENTS OF DEFAULT

19.1 The occurrence of any of the following acts or events shall be deemed to be a default ("**Events of Default**") on the part of the Lessee:

- (a) The failure of Lessee to pay when due any Rent payment, or any part thereof, or any other sum or sums of money due or payable to Lessor under the provisions of this Lease;
- (b) The failure of Lessee to perform, or the violation by Lessee of, any of the covenants, terms, conditions or provisions of this Lease (that are not otherwise specifically listed in this Section 19.1), if such failure or violation shall not be cured within ten (10) days;
- (c) The failure of Lessee to timely deliver materials required under Section 13.4 and/or Article 33 hereof, in the timeframes set forth therein as applicable;

(d) The failure of Lessee to comply with, or the violation by Lessee 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 Lessor), if such failure or violation shall not be cured within five (5) days (or such lesser period as may be provided in the Loan Documents);

(e) The removal by any local, state or federal agency having jurisdiction over the operation of the Facility of ten percent (10%) or more of the residents located at the Facility for a period of ten (10) days or more;

(f) In the event Lessee removes any physical beds or a substantial portion of the Personal Property, or Lessee removes Personal Property necessary to the operation of the Facility, the failure of Lessee to replace within thirty (30) days, the Personal Property so removed by Lessee subject to the provisions of Section 20.2 hereof;

(g) The making by Lessee of an assignment for the benefit of creditors or any other unauthorized assignment;

(h) The levying of a writ of execution or attachment on or against the property of Lessee which is not discharged or stayed by action of Lessee contesting same, within thirty (30) days after such levy or attachment (provided if the stay is vacated or ended, this section shall again apply);

(i) If proceedings are instituted in a court of competent jurisdiction for the reorganization, liquidation or involuntary dissolution of the Lessee for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of Lessee, and said proceedings are not dismissed and any receiver, trustee or liquidator appointed therein discharged within sixty (60) days after the institution of said proceedings;

(j) The sale of the interest of Lessee in the Demised Premises under execution or other legal process;

(k) Any conveyance or transfer in violation of Article XVIII hereof;

(l) The abandonment of the Demised Premises by Lessee voluntarily ceases operations at the Facility for a period in excess of twenty-four (24) hours, except in the event of casualty damage;

(m) The voluntary transfer by Lessee of residents numbering more than five percent (5%) of the number of licensed beds, whether in a single transfer or a series of transfers, in any calendar year from the Facility to any other nursing home facility owned or leased or under common control with Lessee 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;

(n) The designation of the Facility as a "Special Focus Facility" by CMS;

(o) Any suspension, termination or restriction placed upon Lessee or the Facility, or the ability to admit residents or patients (e.g., an admissions ban or non-payment for new admissions by Medicare or Medicaid), and such suspension, termination or restriction continues for more than thirty (30) calendar days after imposition thereof;

(p) Receipt of a CMP or other fine or penalty at the Facility, in the amount of Fifty Thousand Dollars (\$50,000) or more;

(q) A survey deficiency of the level of "G" or worse at the Facility, that is not abated within five (5) days;

(r) Failure with respect to two (2) revisits for any survey deficiency, at the Facility;

(s) The failure on the part of Lessee during the Term of this Lease to cure or abate any written violation claimed by any governmental authority, of any law, order, ordinance, rule or regulation pertaining to the operation of the Facility within the time permitted for such cure or abatement; and

(t) The institution of any proceedings against Lessee by any governmental authority either to: (i) revoke any license granted to Lessee for the operation of the Facility as a skilled nursing facility; or (ii) decertify the Facility from participation in the Medicare or Medicaid reimbursement program;

(u) The occurrence of a default under a line of credit or similar loan maintained by Lessee;

(v) The failure of Lessee to pay any and all QA assessed against the Facility prior to delinquency or in accordance with any payment plan with DOH or other applicable authority (subject to Lessor's agreement with such payment plan, in accordance with the terms of this Lease).

ARTICLE XX - INTENTIONALLY OMITTED

ARTICLE XXI - LESSOR'S REMEDIES UPON DEFAULT

21.1 In the event of any Event of Default by Lessee, Lessor may, if it so elects, and with notice of such election to Lessee, and upon demand upon Lessee, forthwith terminate this Lease, and Lessee' right to possession of the Demised Premises, or, at the option of Lessor, terminate Lessee' right to possession of the Demised Premises without terminating this Lease. Upon any such termination of this Lease, or upon any such termination of Lessee' right to possession without termination of this Lease Lessee shall vacate the Demised Premises immediately, and shall quietly and peaceably deliver possession thereof to Lessor, and Lessee hereby grant to Lessor full and free license to enter into and upon the Demised Premises in such event with process of law and to repossess the Demised Premises and Personal Property as Lessor' former estate. In the event of any such termination of this Lease, Lessor shall again have possession and enjoyment of the Demised Premises and Personal Property to the extent as if this Lease had not been made, and thereupon this Lease and everything herein contained on the part of Lessee to be done and

performed shall cease and terminate, all, however, without prejudice to and without relinquishing the rights of Lessor to Rent (which, upon such termination of this Lease and entry of Lessor upon the Demised Premises, shall, in any event, be the right to receive Rent due up to the time of such entry) or any other right given to Lessor hereunder or by operation of law.

21.2 In the event of an Event of Default and Lessor elects either to terminate this Lease to terminate Lessee's right to possession of the Demised Premises, then all licenses, certifications, permits and authorizations (including the License and Provider Agreements) issued by any governmental agency, body or authority in connection with or relating to the Demised Premises and the Facility thereon shall be deemed as being assigned to Lessor to the extent the same are legally assignable. Lessor shall also have the right to continue to utilize the telephone numbers, internet domain and name used by Lessee in connection with the operation of the Facility. In connection with the foregoing clauses of this Section 21.2, this Lease shall be deemed and construed as an assignment for purposes of vesting in Lessor all right, title and interest in and to (a) all licenses, certifications, permits and authorizations (including the License and Provider Agreements) obtained in connection with the operation of the Facility and (b) the names and telephone numbers used in connection with the operation of the Facility. Lessee hereby agrees to take such other action and execute such other documents as may be reasonably necessary in order to vest in Lessor all right, title and interest to the items specified herein.

21.3 If Lessee abandons the Demised Premises or otherwise entitles Lessor so to elect, and Lessor elects to terminate Lessee's right to possession only, without terminating this Lease Lessor may, at its option, enter into the Demised Premises, remove Lessee'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 Lease or releasing Lessee, in whole or in part, from Lessee's obligation to pay the Rent hereunder for the full remaining term of this Lease, and in any such case, Lessee shall pay to Lessor a sum equal to the entire amount of the Rent reserved hereunder and required to be paid by Lessee 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 Lease, Lessor may attempt to relet the Demised Premises or any part thereof for the account of Lessee for such rent, or may operate the Facility for such time and upon such terms as Lessor in its sole discretion shall determine. In the event Lessor elects to take possession and operate the Demised Premises any profits due to such operation shall reduce the rents payable hereunder. In any such case, Lessor may make repairs, alterations and additions in or to the Demised Premises, to the extent reasonably deemed by Lessor desirable, and Lessee shall, upon demand, pay the cost thereof, together with Lessor's expenses of reletting. If the consideration collected by Lessor upon any such reletting is not sufficient to pay monthly the full amount of Rent reserved in this Lease, together with the costs of repairs, alterations, additions and Lessor's expenses, Lessee shall pay to Lessor the amount of each monthly deficiency upon demand.

21.4 Intentionally Omitted.

21.5 No receipt of funds by Lessor from Lessee after service of any notice of an Event of Default, termination of this Lease or of possession of the Demised Premises or after commencement of any suit or proceeding of Lessee shall in any way reinstate, continue or extend

this Lease or in any way affect the notice of the Event of Default or demand or in any way be deemed a waiver by Lessor of any of its rights unless consented to in writing by Lessor.

21.6 Concurrently herewith, the members of Lessee shall execute and deliver an executed resolution providing Shalom Stein with authority with respect to certain matters set forth therein, in the form of **Exhibit B** attached hereto (the “**Resolution**”), to be held in escrow by Lessor, which may be exercised upon any Event of Default hereunder.

21.7 Concurrently herewith, the members of Lessee shall execute and deliver an executed Pledge and Security Agreement (Membership Interests), in the form of **Exhibit C** attached hereto (the “**Pledge Agreement**”), which may be exercised upon any Event of Default hereunder.

ARTICLE XXII - LIABILITY OF LESSOR

It is expressly agreed by the parties that in no case shall Lessor, or any partners, officers, directors, manager, members, agents or employees of Lessor, be liable under any express or implied covenant, agreement or provisions of this Lease for any damages whatsoever to Lessee beyond the loss of rent reserved in this Lease, accruing after or upon any act or breach hereunder on the part of Lessor and for which damages may be sought to be recovered against Lessor. 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 Lessor.

ARTICLE XXIII - CUMULATIVE REMEDIES OF LESSOR

The specific remedies to which Lessor may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Lessor may be lawfully entitled in case of any breach or threatened breach by Lessee of any provision or provisions of this Lease. The failure of Lessor to insist, in any one or more cases, upon the strict performance of any of the terms, covenants, conditions, provisions or agreements of this Lease, 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 - SECURITY FOR RENT

24.1 Lessor shall have a first lien paramount to all others on every right and interest of Lessee in and to this Lease, and on any of Lessee’s accounts receivable, furnishings, equipment, or fixtures, general intangibles, inventory, goods or property of any kind belonging to Lessee and located at or used in connection with the Facility (“**Lessor’ Lien**”). Notwithstanding the foregoing, Lessor’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 Lessee from time to time to any institutional lender for working capital to be utilized solely for operation of the Facility and to all renewals, modifications, extensions and replacements thereof if such lender enters into an intercreditor agreement satisfactory to Lessor. Lessor agrees to prepare and file, or

consent to the filing of, within five (5) days following Lessee's request therefor, such financing statements or other instruments as may be reasonably requested by Lessee to evidence or effect subordination of Lessor's Lien to the lien of the institutional lender described above. Any financing statement evidencing or perfecting Lessor's Lien shall expressly provide for such subordination with respect to Lessee's accounts receivable, or personal property of any kind. The subordination to Lessee's institutional lender shall be on such lender's form of subordination agreement as reasonably agreed to by Lessor. Such lien is granted for the purpose of securing the payments of Rent, charges, penalties, and damages herein covenanted to be paid by Lessee, and for the purpose of securing the performance of all of Lessee's obligations under this Lease. Such lien shall be in addition to all rights to Lessor given and provided by law. This Lease shall constitute a security agreement under the Uniform Commercial Code granting Lessor a security interest in such furnishings, equipment, fixtures, general intangibles, inventory, goods or property of any kind and accounts receivable, and upon the request by Lessor, Lessee shall prepare and file, or consent to the filing of, such financing statements and other documents reasonably required to perfect such security interest, which documents shall be filed or recorded at the expense of Lessee.

24.2 Security Deposit.

(a) Prior to the Commencement Date, Lessee shall have delivered to Lessor a deposit in an amount equal to Zero and 00/100 Dollars (\$0.00) (the "**Security Deposit**"), as security for the full and faithful performance by Lessee of each and every term, provision, covenant and condition of this Lease. The Security Deposit shall be paid in addition to, and shall not be considered an advance payment of, Rent (or of any other sum payable to Lessor under this Lease) or a measure of Lessor's damages in a case of a default by Lessee.

(b) Use and Release of the Security Deposit. Lessor shall have no obligation to maintain the Security Deposit separate and apart from Lessor's general and/or other funds and may freely utilize the Security Deposit subject to obligations hereunder to return the Security Deposit to Lessee. In addition, in the event required by a Lender, Lessor may deposit the Security Deposit with Lender, and/or pledge its rights in the Security Deposit to such Lender. Upon any Event of Default hereunder, Lessor may elect to apply all or any part of the Security Deposit to the payment of any sum in default, any other sum that Lessor may expend or be required to expend by reason of Lessee's default or any other amounts due by Lessee hereunder.

ARTICLE XXV - INDEMNIFICATION

25.1 Lessee agrees to protect, indemnify and save harmless Lessor and any future tenants of Lessor with respect to the Facility from and against any claims, demands, losses, and causes of action of any nature whatsoever asserted against or incurred by Lessor on account of: (a) any failure on the part of Lessee during the Term of this Lease to perform or comply with any of the terms of this Lease; (b) injury to or death of persons or loss of or damage to property, occurring on the Demised Premises or any adjoining sidewalks, streets or ways or in any manner growing out of or connected with the use or occupation of the Demised Premises 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 after the Commencement Date; (c) 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 the Facility while Lessee was providing skilled nursing services; (d) any QA relating to the Facility; or (e) additional costs incurred by Lessor to monitor the Facility after the occurrence of any of the events set forth in Section 19.1. Lessee further agrees to pay any reasonable attorneys' fees and expenses incident to the defense by Lessor of any such claims, demands or causes of action.

25.2 Lessor agrees to indemnify, defend and save harmless Lessee from and against any liabilities, losses, claims, demands and causes of action whatsoever asserted against or incurred by Lessee on account of: (a) any failure on the part of Lessor during the Term of this Lease to perform or comply with any of the terms of this Lease; or (b) any failure on the part of Lessor to perform or comply with the terms of the Loan Documents (unless such failure is caused in whole or in part by acts or omissions of Lessee). Lessor further agrees to pay any reasonable attorneys' fees and expenses incident to the defense by Lessee of any such claims, demands or causes of action. There is expressly excluded from Lessor's indemnity hereunder any claim or proceeding by Lessee (i) which is based upon the physical condition of the Demised Premises or Personal Property prior to or on the Commencement Date, or (ii) for any 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 Lease ("**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 Indemnified 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 Indemnatee 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 Indemnatee’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 Indemnatee all said Indemnatee’s Claims and the reasonable costs, expenses and attorneys’ fees incurred by Indemnatee to defend, settle or compromise said Indemnatee’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 three percent (3%) (the “**Default Rate**”).

ARTICLE XXVI - SUBORDINATION PROVISIONS

26.1 Notwithstanding any provision of this Lease to the contrary, this Lease (and Lessee’s interest in the Demised Premises and Personal Property) shall be subject and subordinate to the Loan Documents, including, without limitation, the lien of the Mortgage and Security Agreement, as the same may be amended, modified, renewed, replaced, supplemented or extended (the “**Mortgage**”), executed and delivered by Lessor, as mortgagor (the “**Mortgagor**”), to Mortgagee. Lessee shall execute and deliver such documents as may be reasonably required in order to evidence such subordination.

26.2 Notwithstanding anything to the contrary contained herein, it is understood, agreed and acknowledged that Lessor shall have the right to finance, refinance and guaranty such financing or refinancing, from time to time, the Demised Premises and Personal Property, and grant a mortgage, deed of trust or security interest thereon, to assign or pledge any or all of its interest in this Lease and to assign or pledge the revenues and receipts to be received by Lessor hereunder to a third party.

26.3 Upon Lessee’s request, Lessor will use its commercially reasonable best efforts to secure from Lender a standard form non-disturbance agreement whereby, provided Lessee is not in default under this Lease, Lessee shall have the right to remain in possession of the Facility without disturbance after any default by Lessor of the Loan Documents.

ARTICLE XXVII - LESSEE’S FAITHFUL COMPLIANCE WITH LOAN DOCUMENTS AND HUD REQUIREMENTS

27.1 Anything in this Lease contained to the contrary notwithstanding, and provided that Lessor has complied with Section 26.2, Lessee shall at all times and in all respects fully, timely and faithfully comply with and observe each and all of the conditions, covenants, and provisions required on the part of Lessor under the Loan Documents, including, without limitation, such conditions, covenants and provisions thereof as related to the financial covenants and financial reporting, related to operations, related to the care, maintenance, repair, insurance, restoration, preservation and condemnation of the Demised Premises, notwithstanding that such conditions, covenants and provisions may require compliance and observance to a standard or degree in excess of that required by the provisions of this Lease, or may require performance not required by the provisions of this Lease. If any Loan Document entered into following the Commencement Date requires compliance, observance or performance to a standard or degree in excess of that required by the terms of any existing Loan Document and this Lease, Lessee shall comply with such

standard, degree or additional performance. Lessee further agrees that it shall not do or permit to be done anything which would constitute a breach of or default under any obligation of Lessor under the Loan Documents, it being the intention hereof that Lessee shall so comply with and observe each and all of such covenants, conditions and provisions of any Loan Document affecting the Demised Premises so that they will at all times be in good standing and there will not be any default on the part of Lessor thereunder. Other than as specifically provided herein, Lessee specifically acknowledges and agrees that it may not sublet or assign all or any portion of the Demised Premises or its interests under this Lease without Lessor first obtaining the written consent of Lender.

27.2 Notwithstanding anything to the contrary contained herein, at no cost to Lessor, Lessee further agrees to cooperate and allow the granting to a lender providing a loan insured by the United States Department of Housing and Urban Development (an “**FHA Mortgagee**”) of a subordinate security interest in Lessee’s accounts and other assets, to execute loan and bank documents (in form and substance acceptable to Lessee) (collectively, the “**HUD AR Loan 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, provided that such security interest shall be subordinate to the lien of any working capital line secured by Lessee. Lessee shall also, at its expense, comply with all other requirements relating to Lessor obtaining a loan by an FHA Mortgagee with respect to any of the Facility. Lessee further agreed to cooperate with any refinancing of the Facility by Lessor, and shall execute any documents necessary for the completion of such refinancing.

27.3 Lessee shall at all times and in all respects fully, timely and faithfully comply with and observe each and all of the following covenants required on the part of Lessee under the Loan Documents.

ARTICLE XXVIII - LOAN DOCUMENT RESERVES

28.1 Any tax, insurance, replacement or other reserve required under the Loan Documents by the Lender against the Demised Premises during the Term of this Lease shall be paid by the Lessee to Lessor and shall be repaid to Lessee when Lender repays such sums to Lessor.

28.2 If Lessee or any of its affiliates purchases the Facility, then all unused amounts deposited by Lessee into reserves for taxes, insurance, replacement reserves or any other purpose as required by Lender, other than amounts deposited by Lessor or Lender, shall be delivered to Lessee at the closing of the purchase of the Facility upon receipt, and to the extent received, from Lender.

ARTICLE XXIX - LESSEE’S ATTORNTMENT

29.1 Lessee covenants and agrees that, if by reason of a default upon the part of Lessor herein in the performance of any of the terms and conditions of the Loan Documents and the Lender forecloses on the estate of Lessor in the Demised Premises, Lessee will attorn to the then holder of such mortgage or the purchaser in such foreclosure proceedings, as the case may be, and will recognize such holder of the mortgage or such purchaser as Lessor under this Lease. Lessee covenants and agrees to execute and deliver, at any time and from time to time, upon the request

of Lessor, or of the holder of such mortgage or the purchaser in foreclosure proceedings, any instrument which may be necessary or appropriate to evidence such attornment. In the event any such proceedings are brought against Lessor under such mortgage or the holder of any such mortgage, then Lessee further waives the provisions of any statute or rule or law now or hereafter in effect which may terminate this Lease or give or purport to give Lessee any right of election to terminate this Lease or to surrender possession of the Demised Premises and agrees that, pending any final order, this Lease shall not be affected in any way whatsoever by any such proceedings. Notwithstanding anything to the contrary contained herein, in the event of the enforcement by Mortgagee of the remedies provided for by law or by the Mortgage, the lessee thereunder will, upon request of any Person succeeding to the interest of Mortgagor as a result of such enforcement, automatically become the lessee of said successor in interest, without change in the terms or other provisions of this Lease; provided, however, that said successor in interest shall not be bound by (i) any payment of rent or additional rent for more than one (1) month in advance, except prepayments in the nature of security for the performance by said lessee of its obligations under this Lease, or (ii) any amendment or modification of this Lease made without the consent of Mortgagee or such successor in interest. Upon request by such successor in interest, such lessee shall execute and deliver an instrument or instruments confirming such attornment.

ARTICLE XXX - REPRESENTATIONS

30.1 Lessor represents, warrants and covenants to Lessee as follows:

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

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

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

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

30.2 Lessee represent and covenant to Lessor as follows:

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

(b) Lessee acknowledges that it has inspected the Demised Premises and the Personal Property and, agrees to lease the same in their present "AS IS-WHERE IS" condition. Lessee further acknowledges, except as set forth explicitly in this Lease, Lessor make no representations, express or implied, as to the physical condition of the Demised Premises and the Personal Property or any other matter or thing affecting or related to the Demised Premises or the Personal Property.

(c) In addition to all other covenants contained herein, Lessee expressly covenants that it shall keep and maintain at the Facility at all times in good order and repair all items of Personal Property necessary for operating the Facility in full compliance with all material laws, rules and regulations of DOH and any other applicable governmental authorities. Lessee shall maintain all such items in good order and repair, 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 Lessor.

(d) No representation or warranty by or on behalf of Lessee contained in this Lease and no statement by or on behalf of Lessee in any certificate, list, exhibit, schedule or other instrument furnished or to be furnished to Lessor by or on behalf of Lessee 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.

ARTICLE XXXI - NON-SOLICITATION AND NON-COMPETE

31.1 Neither Lessee, nor any affiliate or principal of Lessee shall knowingly and intentionally solicit any residents of the Facility (for transfer of residents) or any residents thereof during the Term of the Lease or for a period of twelve (12) months following the Closing Date. Lessee acknowledges that if there is a violation of any provision of this Section 31.1, then Lessee shall pay to Lessor an amount equal to Fifty Thousand Dollars (\$50,000.00), as liquidated damages, for each such resident. The parties agree and acknowledge that actual damages with respect to the foregoing would be difficult to ascertain and that Fifty Thousand Dollars (\$50,000.00) is a fair and reasonable approximation of such actual damages. This provision shall not in any way limit such other remedies as may be available to Lessor at law or in equity. Lessee further acknowledges that the scope and duration of the provisions of this Section 31.1 are reasonable.

31.2 Lessee further acknowledges that the scope and duration of the provisions of this Article 31 are reasonable.

ARTICLE XXXII - INTENTIONALLY OMITTED.

ARTICLE XXXIII - FINANCIAL STATEMENTS AND REPORTING

33.1 Lessee shall furnish to Lessor full and complete financial statements (or as otherwise required by Lender) of the operations of the Demised Premises and the Facility for each such fiscal period identified herein, in a form satisfactory to Lessor, which shall be certified by the manager of Lessee that such Financial Statements present fairly the financial condition of Lessee and which shall contain a statement of capital changes, balance sheet, detailed income and expense statement, statement of cash flows and statement of payor mix, receivables and payables aging (with detail regarding payor and vendor type, respectively), monthly census for the Facility specifying payor type, payroll expenses for the Facility, full trial balance including chart of accounts, and identify any payments made by Lessee to any managing entity or consulting entity in accordance with GAAP (collectively, the “**Financial Statements**”). Financial Statements shall be provided as follows: (a) within thirty (30) days after the end of each month, showing the results of operations of the Facility for such month; (b) within forty-five (45) days after the end of each of its fiscal quarters, showing the results of operations of the Facility for the fiscal quarter dated as of the end of each fiscal quarter; and (c) within one hundred twenty (120) days after the end of each of its fiscal years, annual audited consolidated and consolidating financial statements showing the results of operations of the Facility for the annual fiscal period dated as of the end of the fiscal year. Lessee shall also furnish to Lessor a copy of its cost reports within ten (10) days after filing thereof. Each such statement shall be certified as being true and correct by an officer of Lessee as applicable, and shall contain a compliance certificate with respect to any such applicable periods, for financial covenants pursuant to Section 27.3 hereof. If required by terms of the Loan Documents, the Financial Statements shall be prepared by a certified public accountant.

33.2 Within fifteen (15) days after the end of each month, Lessee shall furnish to Lessor a daily breakdown of its census and copies of all Financial Statements for the operation of the Facility on the Demised Premises for the preceding month.

33.3 Within thirty (30) days after the date for filing Lessee’ tax return (as the same may be extended), Lessee shall furnish Lessor with a copy of the tax return for the Facility for said year, certified by an officer of Lessee to be true, correct and complete.

33.4 Not less than thirty (30) days prior to any fiscal year, a full year budget for the upcoming fiscal year shall be provided by Lessee to Lessor. Lessee shall also provide to Lessor within forty five (45) days admission following each fiscal quarter a list of any capital expenditures incurred during such quarter, and not less than thirty (30) days prior to any fiscal quarter a capital expense plan with respect to such quarter.

33.5 In addition to the above financial statements, Lessee shall also provide to Lessor and Lender such other financial statement(s) or information relating to its operation as may be required by Lender. Any such financial statement(s) or other information required by the Loan Documents shall be furnished to Lessor not later than three (3) days prior to the due date for Lessor to furnish the same to Lender.

33.6 Upon request by Lessor or Lender, Lessee 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 Lessor not later than three (3) days prior to the due date for Lessor to furnish the same to Lender. Lessee shall also submit to Lessor any borrowing base certificates prepared by Lessee with respect to a line of credit of similar loan maintained by Lessee.

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

33.8 All materials required to be provided pursuant to this Article 33 shall be provided in EXCEL format.

33.9 For any materials required to be delivered pursuant to this Article 33 that are not timely delivered Lessee shall pay to Lessor a penalty of Five Hundred Dollars (\$500) for every day during which such failure continues (calculated separately for every item required to be delivered that is not so delivered).

ARTICLE XXXIV - LICENSURE/TERMINATION

34.1 Upon termination of this Lease (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 Lease, Lessee shall return to Lessor the Demised Premises and the Personal Property in a condition similar to that which existed on the Commencement Date, licensed by DOH and by any governmental agencies having jurisdiction over the Demised Premises, reasonable wear and tear excepted, and free of liens or encumbrances arising through Lessee 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,.

(b) Lessor shall keep and shall not be obligated to return to Lessee any Base Rent paid by Lessee. Lessor shall pay to Lessee the amount of any unused tax, insurance or other reserve deposited by Lessee 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, Lessor shall remit such amounts to Lessee upon Lessor's receipt from the Lender. Lessee shall not be obligated to account or pay to Lessor any earnings or income earned from the Commencement Date to the termination date. Lessee shall pay all bills incurred in the ownership of the Demised Premises and operation of the 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 Demised Premises and operation of the Facility from the Commencement Date through the termination date.

(c) During the period from the Commencement Date to the termination date:

- (i) Lessee shall be responsible for the payment of all real estate taxes in accordance with the provisions of Article VI hereof;
- (ii) Lessee shall maintain all required insurance and Lessee shall be liable for payment of and shall pay the premiums thereon; and
- (iii) In case of termination, Lessee shall be liable to return to Lessor, the Demised Premises and all Personal 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 Lessee 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 Lessee in the ordinary course of business.

(d) Upon termination of this Lease, the parties will request appropriate inspections by governmental agencies upon the return of the Demised Premises to Lessor. Lessee agrees that it will cure any violations found involving the Demised Premises or Personal Property, provided such violations were not in existence on the Commencement Date (with Lessee bearing the burden of proof thereof). Lessee agrees to execute such documents and take such actions as may be required in order to restore Lessor to ownership and possession of the Demised Premises and the Personal Property, including, without limitation, execution of any assignment or change of ownership documents required to license Lessor or any such assignee to operate the Facility.

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

(f) Lessee 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 laws.

(g) Upon termination or expiration of this Lease, any furniture, fixtures, equipment, linens, food, supplies and personal property acquired by Lessee with respect to the Facility shall become the property of Lessor, and this Lease shall serve as an assignment for purposes of giving effect to such transfer.

ARTICLE XXXV - INTENTIONALLY OMITTED.

ARTICLE XXXVI - TRANSFER OF OPERATIONS UPON TERMINATION OF LEASE

36.1 The date on which (i) this Lease 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) the date on which Lessee's right to possession of the Demised Premises is terminated pursuant to a right granted to it hereunder or otherwise, or (iii) the date on which Lessee otherwise abandons the Demised Premises shall be referred to as the "**Closing Date**" in this Article. On the Closing

Date, this Lease shall be deemed and construed as an absolute assignment for purposes of vesting in Lessor (or Lessor's designee) all of Lessee's right, title and interest in and to the following intangible property which is now or hereafter used in connection with the operation of the Demised Premises (the "**Intangibles**") and an assumption by Lessor (or Lessor's designee) of Lessee's obligations under the Intangibles from and after the Closing Date; provided that, from and after the Closing Date, Lessee shall indemnify, defend and hold harmless Lessor against any claims, losses, costs or damages, including reasonable attorneys' fees incurred or arising by reason of Lessee's obligations under the Intangibles during the Term of this Lease:

(1) service contracts and equipment leases for the benefit of the Demised Premises to which Lessee is a party, and which can be terminated without penalty by Lessee within sixty (60) or fewer days' notice or which Lessor requests be assigned to Lessor (or Lessor's designee) pursuant to this Article 36, subject to any required consents of the Lessor or providers under such service contracts and equipment leases;

(2) 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 Demised Premises to the extent assignable by Lessee; provided that in addition thereto Lessor (or Lessor's designee) shall be permitted to bill under Lessee's Medicare and Medicaid provider agreements, as applicable, until any assignment thereof has become effective, and Lessee shall promptly remit to Lessor (or Lessor's designee) any funds received with respect to such billing);

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

(4) at Lessor's option, the business of Lessee as conducted at the Demised Premises 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 Lessor shall be responsible for and shall pay all accrued expenses with respect to the Demised Premises accruing on or after 12:01 a.m. on the Closing Date and shall be entitled to receive and retain all revenues from the Demised Premises 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:

(1) 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.

(2) Lessee 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 Demised Premises with respect to the period prior to 12:01 a.m. on the Closing Date.

(3) Lessor shall receive a credit equal to any advance payments by patients at the Demised Premises to the extent attributable to periods after 12:01 a.m. on the Closing Date.

(4) The present insurance coverage on the Demised Premises shall be terminated as of the Closing Date and there shall be no proration of insurance premiums.

(5) All other income from, and expenses of, the Demised Premises (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 Lessee and Lessor as of 12:01 a.m. on the Closing Date. Lessee 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, Lessee and Lessor shall effect such proration within sixty (60) days after the Closing Date.

(6) Lessee 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 Demised Premises to Lessor or any such designee on the Closing Date, at which time of possession Lessee shall deliver to Lessor, or such designee, all medical records, patient records and other personal information concerning all patients residing at the Demised Premises as of the Closing Date and other relevant records used or developed in connection with the business conducted at the Demised Premises. 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 Lessor, or any such designee, obtains any and all appropriate state or other governmental licenses and certifications required to operate the Facility, Lessee hereby agree that, to the extent permitted by law, Lessor, or Lessor's designee, shall have the right, but not the obligation, to manage and operate the Demised Premises, on a triple net basis, and shall be entitled to all revenues of the Demised Premises during such period, and to use any and all licenses, certifications and provider agreements issued to Lessee by any federal, state or other governmental authority for such operation of the Demised Premises, if permitted by any such governmental authorities. If Lessor or such designee 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 Lessee, on the one hand, and Lessor or any such designee, on the other hand, on the terms set forth above in this Section 36.4; provided, however, that upon the request of Lessor or any such designee, Lessee 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 specified by Lessor or any designee.

36.5 Lessee shall provide Lessor with an accounting within fifteen (15) days after the Closing Date of all funds belonging to patients at the Demised Premises which are held by Lessee

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 Lessee's warranty that the accounting is true, correct and complete. Additionally, Lessee, in accordance with all applicable rules and regulations, shall make all necessary arrangements to transfer such funds to a bank account designated by Lessor, and Lessor shall in writing acknowledge receipt of and expressly assume all Lessee's financial and custodial obligations with respect thereto. Notwithstanding the foregoing, Lessee will indemnify, defend and hold Lessor harmless, from all liabilities, claims and demands, including reasonable attorney's fees, in the event the amount of funds, if any, transferred to Lessor's bank account as provided above, did not represent the full amount of the funds then or thereafter shown to have been delivered to Lessee 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 Lessor will indemnify, defend and hold Lessee 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 Demised Premises and deposits in bank accounts (other than patient trust accounts) relating to the Demised Premises on the Closing Date shall remain Lessee's property after the Closing Date. Subject to the provisions of Article 24 hereof, all accounts receivable, loans receivable and other receivables of Lessee whether derived from operation of the Demised Premises or otherwise, shall remain the property of Lessee after the Closing Date. Lessee shall retain full responsibility for the collection thereof. Lessor 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 Lessee's collection efforts, Lessee agree to deliver to Lessor, 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 Lessor 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 Lessee. Payments received by Lessor or Lessee from patients owing money for services rendered by Lessor and Lessee and which are not allocated to a particular time period shall be applied one-half (1/2) to the payment of Lessor's accounts receivable for that particular patient and one-half (1/2) to the payment of Lessee's account receivable for that particular patient. Lessor shall cooperate with Lessee's collection of its preclosing accounts receivable. Lessor 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 Lessee. Subject to the provisions of Article 24 hereof, Lessor shall remit to Lessee or any assignee those portions of any payments received by Lessor which 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 Demised Premises on the Closing Date, Lessor and Lessee agree as follows:

(1) With respect to Medicare and Medicaid residents, Lessor and Lessee agree that subject to the provisions of Article 24 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 Lessee for services rendered at the Demised Premises prior to the Closing Date. Said payments shall be the sole responsibility of Lessee and, and Lessor shall in no way be liable therefor. After the Closing Date, Lessor and Lessee 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.

(2) If, following the Closing Date, Lessor receives payment from any state or federal agency or third-party provider which represents reimbursement with respect to services provided at the Demised Premises prior to the Closing Date, Lessor agrees that, subject to the provisions of Article 24 hereof, it shall remit such payments to Lessee. Payments by Lessor to Lessee shall be accompanied by a copy of the appropriate remittance.

36.8 In addition to the obligations required to be performed hereunder by Lessee and Lessor on and after the Closing Date, Lessee and Lessor 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 Lessee 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 Lessee for itself, its successors and assigns hereby indemnifies and agrees to defend and hold Lessor and its successors and assigns, as well as any future tenant of Lessor with respect to the Facility 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 Lessee in the performance of any of its commitments, covenants or obligations under this Article 36, or with respect to any suits, arbitration proceedings, administrative actions or investigations which relate to the use by Lessee of the Demised Premises during the Term or for any liability which may arise from operation of the Demised Premises as a nursing home during the Term, including without limitation, any amounts due or to be reimbursed to any governmental authority based upon any audit or review of Lessee, or of the 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 Lessor under this paragraph are without prejudice to any other remedies not inconsistent herewith which Lessor may have against Lessee pursuant to the terms of this Lease. The foregoing indemnity shall survive the expiration or termination of this Lease, whether due to lapse of time or otherwise.

36.10 Lessor for itself, its successors and assigns hereby indemnifies and agrees to defend and hold Lessee 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 Lessor in the performance of any of its commitments, covenants or obligations under this Article 36, or with respect to any suits, arbitration proceedings, administrative actions or investigations which relate to the use of the Demised Premises after the Term or for any liability which may arise from operation of the Demised Premises as a nursing home after the Term. The rights of Lessee under this paragraph are without prejudice to any other remedies not inconsistent herewith which Lessee may have against Lessor pursuant to the terms of this Lease or otherwise.

36.11 Lessor shall have the right to offset against any monies due Lessee pursuant to the terms of this Article 36, any amounts due by Lessee to Lessor pursuant to this Lease, including

without limitation any amounts due for taxes, utilities, unemployment insurance premiums, payroll obligations or any other obligation arising from the operation of the Demised Premises.

36.12 Anything to the contrary contained in this Article 36 notwithstanding, in the event the termination of this Lease is due to a default by Lessee hereunder, none of the provisions of this Article 36 shall in any way limit, reduce, restrict or modify the rights otherwise granted to Lessor pursuant to this Lease, and to the extent any monies are due to Lessee pursuant to this Article 36, such sums shall be applied by Lessor to any damages suffered by Lessor as a result of Lessee's default hereunder.

36.13 Lessor and Lessee agree to cooperate with each other in order to effectuate the terms and provisions of this Article 36.

ARTICLE XXXVII - INTENTIONALLY OMITTED

ARTICLE XXXVIII - MISCELLANEOUS

38.1 Lessee, upon paying the Rent and all other charges herein provided, and for observing and keeping the covenants, agreements, terms and conditions of this Lease on its part to be performed, shall lawfully and quietly hold, occupy and enjoy the Demised Premises and Personal Property during the Term of this Lease, and subject to its terms, without hindrance by Lessor or by any other person or persons claiming under Lessor.

38.2 All payments to be made by the Lessee 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, Lessor shall be entitled to all of the remedies available at law or equity, or under this Lease, for the nonpayment of Rent.

38.3 It is understood and agreed that the granting of any consent by Lessor to Lessee to perform any act of Lessee requiring Lessor's consent under the terms of this Lease, or the failure on the part of Lessor to object to any such action taken by Lessee without Lessor's consent, shall not be deemed a waiver by Lessor of its rights to require such consent for any further similar act by Lessee, and Lessee hereby expressly covenants and warrants that as to all matters requiring Lessor's consent under the terms of this Lease, Lessee 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 Lessor of the requirement to secure such consent.

38.4 Lessee represents that it did not deal with any broker in connection with this Lease, and hereby indemnifies Lessor against the claims or demands of any broker claimed through a relationship with Lessee. Lessor represents that it did not deal with any broker in connection with this Lease, and hereby indemnifies Lessee against the claims or demands of any broker claimed through a relationship with Lessor.

38.5 If an action shall be brought to recover any Rent under this Lease, or for or on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Lease, or for the recovery of possession of the Demised Premises, 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.

38.6 Should Lessee hold possession hereunder after the expiration of the Term of this Lease with or without the consent of Lessor, Lessee shall become a tenant on a month to month basis upon all the terms, covenants and conditions herein specified, excepting however that Lessee shall pay Lessor a monthly rental, for the period of such month-to-month tenancy, in an amount equal to twice the last Rent specified.

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

If to Lessor: [●] LLC
229 NJ-70
Toms River, New Jersey 08755
Attn: Sam Stein and Raffi Klugman
Email: sam@peacecap.com
rklugman@peacecap.com

With copy to: Jacobowitz Newman Tversky LLP
2361 Nostrand Avenue, Suite 902
Brooklyn, New York 11210
Attn: Mordechai Biegeleisen, Esq.
Email: mbiegeleisen@jntllp.com

If to Lessee: [●] LLC
100 McClellan Street
Norwood, New Jersey 07648
Attn: Michael Jacobs and Joshua Jacobs
Email: mjacobs@windsorhc.com
jjacobs@windsorhc.com

With copy to: Baker, Donelson, Bearman, Caldwell & Berkowitz PC
1900 Republic Centre
633 Chestnut Street
Chattanooga, TN 37450
Attn: Craig A. Penny, Esq.
Email: cpenny@bakerdonelson.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 Lessor shall for all purposes hereunder constitute notice from Lessor. Notices from counsel to Lessee shall for all purposes hereunder constitute notice from Lessee.

38.8 Upon demand by either party, Lessor and Lessee agree to record this Lease in the real property records of the county in which the Demised Premises is located.

38.9 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 Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), the dates to which the Rent has been paid, the amount of the Additional Rent held by Lessor, 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 Demised Premises or of this Lease.

38.10 All of the provisions of this Lease 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.

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

38.12 The headings and titles in this Lease 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 Lease, or in any way affect this Lease.

38.13 This Lease contains the entire agreement between the parties 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 Lease cannot be changed orally or terminated orally. This Lease supersedes and replaces any prior lease agreement between the parties hereto relating to the Demised Premises.

38.14 Except as otherwise herein expressly provided, the covenants, conditions and agreements in this Lease shall bind and inure to the benefit of Lessor and Lessee and their respective successors and assigns.

38.15 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, but not limited to”.

38.16 This Lease 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.

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

38.18 This Lease shall be construed in accordance with the laws of the State of New Jersey without regard to conflict of laws principles.

38.19 It is expressly understood and agreed that except as otherwise expressly provided herein, this Lease shall not be construed as creating any personal liability whatsoever against any member, officer, director, shareholder or agent of Lessor and/or of Lessee 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 Lessor and/or of Lessee of every sort, if any, is hereby expressly waived by the other party hereto.

38.20 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 Lease 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 Lease 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.

[Signature Page Follows]

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

LESSOR:

[●] LLC,
a New Jersey limited liability company

By: _____
Name: Shalom Stein
Title: Authorized Signatory

LESSEE:

[●] LLC,
a New Jersey limited liability company

By: _____
Name: Hyman Jacobs
Title: Manager

EXHIBIT A

LEGAL DESCRIPTION