

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In re: § Chapter 11
MIDWEST CHRISTIAN VILLAGES, § Case No. 24-42473-659
INC. et al,1 §
Debtors. § Jointly Administered
§ Related Docket Nos. 13, 159, 338, 376,
§ 380

NOTICE OF PROPOSED STALKING HORSE BIDDERS AND STALKING HORSE
ASSET PURCHASE AGREEMENTS

PLEASE TAKE NOTICE THAT that on July 16, 2024 the Debtors filed the Motion For
The Entry Of: (A) An Order: (1) Approving Auction Sale Format And Bidding Procedures;
(2) Approving Process For Discretionary Selection Of Stalking Horse Bidder And Bid Protections;
(3) Approving Form Of Notice To Be Provided To Interested Parties; (4) Scheduling A Court
Hearing To Consider Approval Of The Sale To The Highest And Best Bidder; And (5) Approving
Procedures Related To The Assumption Of Certain Executory Contracts And Unexpired Leases;
And (B) An Order Authorizing The Sale Of Property Free And Clear Of All Claims, Liens And
Encumbrances (the "Sale Motion")2 [Docket No. 13], which the Court granted on a final basis
[Docket No. 159] (the "Bid and Sale Procedures Order").

PLEASE TAKE FURTHER NOTICE that on September 23, 2024, the Debtors filed a
Notice of Extension of Deadline for Debtors to Designate a Stalking Horse Bidder [Docket No.
338], extending the date by which they, in consultation with the Consultation Parties, would

1 The address of the Debtors headquarters is 2 Cityplace Dr, Suite 200, Saint Louis, MO 63141-7390. The last four
digits of the Debtors' federal tax identification numbers are: (i) Midwest Christian Villages, Inc. [5009], (ii) Hickory
Point Christian Village, Inc. [7659], (iii) Lewis Memorial Christian Village [3104], (iv) Senior Care Pharmacy
Services, LLC [1176], (v) New Horizons PACE MO, LLC [4745], (vi) Risen Son Christian Village [9738], (vii)
Spring River Christian Village, Inc. [1462], (viii) Christian Homes, Inc. [1562], (ix) Crown Point Christian Village,
Inc. [4614], (x) Hoosier Christian Village, Inc. [3749], (xi) Johnson Christian Village Care Center, LLC [8262], (xii)
River Birch Christian Village, LLC [7232], (xiii) Washington Village Estates, LLC [9088], (xiv) Christian Horizons
Living, LLC [4871], (xv) Wabash Christian Therapy and Medical Clinic, LLC [2894], (xvi) Wabash Christian Village
Apartments, LLC [8352], (xvii) Wabash Estates, LLC [8743], (xviii) Safe Haven Hospice, LLC [6886], (xix) Heartland
Christian Village, LLC [0196], (xx) Midwest Senior Ministries, Inc. [3401], (xxi) Shawnee Christian Nursing Center,
LLC [0068], and (xxii) Safe Haven Hospice, LLC [6886].

2 Capitalized terms used but not otherwise defined herein have the meanings given to them in the Sale Motion and
the Bid and Sale Procedures Order.



designate a Stalking Horse Bidder, if any, to Monday, September 30, 2024 (the “Stalking Horse Bidder Designation Date”).

PLEASE TAKE FURTHER NOTICE that on October 1, 2024, the Debtors filed a *Notice of Further Extension of Deadline for Debtors to Designate a Stalking Horse Bidder* [Docket No. 376], further extending the Stalking Horse Bidder Designation Date to October 3, 2024.

PLEASE TAKE FURTHER NOTICE that on October 3, 2024, the Debtors filed a *Notice of Further Extension of Deadline for Debtors to Designate a Stalking Horse Bidder* [Docket No. 380], further extending the Stalking Horse Bidder Designation Date to October 8, 2024.

PLEASE TAKE FURTHER NOTICE the Debtors, in consultation with the Consultation Parties, designated the following Stalking Horse Bidders:

1. Ambassador Healthcare LLC (“Ambassador”) as the Stalking Horse Bidder for the Crown Point Christian Village, Inc. and Hoosier Christian Village Inc. Assets (the “Indiana Properties Stalking Horse APA”)
 - Purchase Price: \$35,000,000.00, plus assumption of Entrance Fees and other Assumed Liabilities and Cure Amounts
 - Break-Up Fee: \$825,000.00
2. CH Arcadia Holdco, LLC (“Arcadia”) as the Stalking Horse Bidder for the Christian Village, Hickory Point Christian Village, Lewis Memorial Christian Village, and River Birch Living and Senior Care Pharmacy Assets (the “Illinois Properties Stalking Horse APA”)
 - Purchase Price: \$16,000,000.00, plus Assumed Liabilities less outstanding Entrance Fees to be assumed and Cure Amounts
 - Break-Up Fee: \$400,000.00
3. RNG BEH CN CL MG LLC (“BEH”) as the Stalking Horse Bidder for the Washington Village Estates, Wabash Estates, and Wabash Christian Village Apartments Assets (the “Illinois SLF Properties Stalking Horse APA”)
 - Purchase Price: \$10,900,000.00, less assumed HUD Loans plus other Assumed Liabilities and Cure Amounts
 - Break-Up Fee: \$51,825.00
4. Ocean Healthcare Services LLC and Erez Senior Living, LLC (“Ocean”) as the Stalking Horse Bidder for the Risen Son Christian Village and Spring River Christian Village Assets (the “Iowa/Missouri Stalking Horse APA”)
 - Purchase Price: \$850,000.00, plus assumption of Entrance Fees and other Assumed Liabilities and Cure Amounts
 - Break-Up Fee: \$21,250.00

PLEASE TAKE FURTHER NOTICE that the following exhibits are attached hereto:

- **Exhibit A-1:** Indiana Properties Stalking Horse APA
- **Exhibit A-2:** Redline of Indiana Properties Stalking Horse APA marked against the Baseline APA
- **Exhibit B-1:** Illinois Properties Stalking Horse APA
- **Exhibit B-2:** Redline of Illinois Properties Stalking Horse APA marked against the Baseline APA
- **Exhibit C-1:** Illinois SLF Properties Stalking Horse APA
- **Exhibit C-2:** Redline of Illinois SLF Properties Stalking Horse APA marked against the Baseline APA
- **Exhibit D-1:** Iowa/Missouri Stalking Horse APA
- **Exhibit D-2:** Redline of Iowa/Missouri Stalking Horse APA marked against the Baseline APA

PLEASE TAKE FURTHER NOTICE that pursuant to the Bid and Sale Procedures Order, the deadline for any bidders (other than the Bond Trustee or the HUD Related Parties (together, and if submitting a credit bid, the “Credit Bid Parties” or each individually, a “Credit Bid Party”) (with respect to the properties on which they have a lien) with respect to any credit bids that may be submitted at any time prior to the commencement of the Auction) to submit bids, other than Potential Stalking Horse Bidder bids, shall be **November 7, 2024 at 4:00 p.m.** (prevailing Central Time) (the “Overbid Deadline”). **Such Bids must conform with the bid requirements set forth in the Bid and Sale Procedures Order; provided, however, that the Debtors have reserved the right to waive or adjust any such requirements and, provided further, that such bids may contemplate the acquisition of an asset package that differs from any of the designated Stalking Horse Bidder bids.** Bids must be received by the Debtors on or before the Overbid Deadline. Within one day of receipt, the Debtors will provide copies of any such bids received to counsel to each of the Consultation Parties.

PLEASE TAKE NOTICE that if the Debtors receive more than one Qualified Bid (including the Stalking Horse Bid, if any), the Debtors will conduct an auction (the “Auction”) at Dentons US LLP, 233 S. Wacker Drive, #6000, Chicago, IL 60606 on November 12, 2024 at 10:00 a.m. (prevailing Central Time). While it is preferred parties participate in the auction in person, there will be an opportunity to participate via Zoom.

Dated: October 11, 2024
St. Louis, Missouri

Respectfully submitted,

DENTONS US LLP
/s/ Stephen O'Brien

Stephen O'Brien #43977MO
DENTONS US LLP
211 N Broadway Ste 3000
St. Louis, MO 63102
Telephone: (314) 241-1800
stephen.obrien@dentons.com

Robert E. Richards (*pro hac vice*)
Samantha Ruben (*pro hac vice*)
DENTONS US LLP
233 S. Wacker Drive, Suite 5900
Chicago, Illinois 60606-6404
Telephone: (312) 876-8000
robert.richards@dentons.com
samantha.ruben@dentons.com

– and –

David A. Sosne #28365MO
SUMMERS COMPTON WELLS LLC
903 South Lindbergh Blvd., Suite 200
St. Louis, Missouri 63131
Telephone: (314) 991-4999
dsosne@scw.law

*Co-Counsel to the Debtors and
Debtors-in-Possession*

EXHIBIT A-1

Indiana Properties Stalking Horse APA

ASSET PURCHASE AGREEMENT

by and among

Crown Point Christian Village, Inc. and Hoosier Christian Village, Inc.,

each, as a Seller, and collectively, Sellers

and

Ambassador Healthcare LLC, as Buyer

dated as of October 8, 2024

EXHIBITS LIST

Exhibit 3.02(a) - Bill Of Sale Of Personal Property

Exhibit 3.02(b) - Assignment and Assumption Agreement

Exhibit 3.02(c) - Form of Quit Claim Deed

Exhibit 7.01(b) – Form of Sale Order

DISCLOSURE SCHEDULES

Schedule 1 to Asset Purchase Agreement – Facilities to be Purchased

Schedule 2.01(a) to Asset Purchase Agreement - Description Of Real Property

Schedule 2.01(g) to Asset Purchase Agreement – Intellectual Property

Schedule 2.02(b) to Asset Purchase Agreement – Assumed Liabilities

Schedule 2.02(d) to Asset Purchase Agreement – Deposit Accounts

Schedule 2.03(d) to Asset Purchase Agreement – Liabilities

Schedule 2.07 to Asset Purchase Agreement – Allocation

Schedule 4.07 to Asset Purchase Agreement – Permits

Schedule 4.08 to Asset Purchase Agreement – Litigation Proceedings

Schedule 4.11 to Asset Purchase Agreement – Employee Relations

Schedule 4.12 to Asset Purchase Agreement – Insurance Policies

Schedule 4.22 to Asset Purchase Agreement – Cost Reports

Schedule 4.23 to Asset Purchase Agreement – Licensed Beds

Schedule 4.24 to Asset Purchase Agreement – Medicare and Medicaid

Schedule 6.05 to Asset Purchase Agreement – Assumed Contracts and Rejected Contracts

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this “*Agreement*”) is made and entered into effective as of October 8, 2024 (the “*Execution Date*”) by and among the undersigned seller entities (individually a “*Seller*” and collectively, the “*Sellers*”) and **AMBASSADOR HEALTHCARE GROUP LLC**, an Indiana limited liability company (or its assigns) (“*Buyer*”). Buyer and Sellers are sometimes referred to herein individually as a “*Party*” and collectively as the “*Parties*.”

RECITALS:

A. Each Seller owns and operates a senior living community or other business as set forth on **Schedule 1** hereto (individually, a “*Facility*” and collectively, the “*Facilities*”).

B. Jackson County Schneck Memorial Hospital is the licensed operator of the Facilities.

C. On July 16, 2024 (the “*Petition Date*”), the Sellers and certain of their Affiliates each filed a voluntary petition for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.* (the “*Bankruptcy Code*”) in the United States Bankruptcy Court for the Eastern District of Missouri (the “*Bankruptcy Court*”), commencing jointly administered bankruptcy cases captioned *In re Midwest Christian Villages, Inc., et al.*, under lead case number 24-42473-659 (the “*Bankruptcy Case*”).

D. The Sellers and their co-debtor Affiliates in the Bankruptcy Case continue to own and operate the Facilities during the pendency of the Bankruptcy Case as debtors in possession under and pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

E. Upon the terms and subject to the conditions set forth in this Agreement, and as may be authorized under Sections 105, 363 and 365 of the Bankruptcy Code, each Seller wishes to sell to Buyer, and Buyer wishes to purchase from the Sellers all of the Purchased Assets (as hereinafter defined), and Buyer is willing to assume all of the Assumed Liabilities (as hereinafter defined), relating to or used in connection with the Facilities.

F. The transactions contemplated by this Agreement are subject to the approval of the Bankruptcy Court and will be consummated pursuant to and in accordance with the Bid and Sale Procedures Order and a Sale Order (each as defined below) entered by the Bankruptcy Court pursuant to Sections 105(a), 363, 365 and other applicable provisions of the Bankruptcy Code.

G. In connection with this Agreement, Seller and Buyer (or an affiliate of Buyer) (“*New Operator*”) have entered into an Operations Transfer Agreement dated of even date herewith (the “*OTA*”), which sets forth further terms for the transition of the operations of the Facilities to New Operator.

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

ARTICLE I DEFINITIONS

Unless the context otherwise clearly and unambiguously requires, capitalized terms shall have the meanings prescribed to them herein.

"Accrued PTO" shall have the meaning set forth in Section 8.01(c).

"Action" means any claim, action, cause of action, demand, lawsuit, arbitration, notice of violation, proceeding, litigation, citations, summons or subpoena, whether civil, criminal, administrative, regulatory, or otherwise, and whether at law or in equity.

"Affiliate" means, as to the entity in question, any entity that directly or indirectly controls, is controlled by or is under common control with, the entity in question and the term "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity whether through ownership of voting securities, by contract or otherwise.

"Alternative Transaction" shall have the meaning set forth in Section 9.01(a).

"Assignment and Assumption Agreements" shall have the meaning set forth in Section 3.02(b).

"Assumed Contracts" shall have the meaning set forth in Section 2.01(d).

"Assumed Liabilities" shall have the meaning set forth in Section 2.03.

"Bankruptcy Case" shall have the meaning set forth in the Recitals.

"Bankruptcy Code" shall have the meaning set forth in the Recitals.

"Bankruptcy Court" shall have the meaning set forth in the Recitals.

"Bankruptcy Rules" means the Bankruptcy Rules of Civil Procedure and any local or other rules that applicable to the Bankruptcy Court.

"Bid and Sale Procedures" has the meaning specified in the Bid and Sale Procedures Order.

"Bid and Sale Procedures Order" means the Order of the Bankruptcy Court (including all schedules thereto) approving the Bid and Sale Procedures entered on July 29, 2024 [Dkt. No. 102], including those procedures granting Buyer the protections and benefits set forth in such Order.

"Bills of Sale" shall have the meaning set forth in Section 3.02(a) hereof and substantially in the form set forth in Exhibit 3.02(a) hereto.

"Bond Trustee" means UMB Bank, N.A., not individually, but solely in its capacities as successor master trustee and successor bond trustee with respect to certain obligations and bonds issued by or for the benefit of certain of the Sellers and/or their Affiliates that are members of the Obligated Group formed

under and pursuant to that certain Master Indenture, dated as of June 1, 2007 (as amended or supplemented from time to time), among such Obligated Group and UMB Bank, N.A., as successor master trustee.

“**Break-Up Fee**” shall have the meaning set forth in Section 9.01(a)(iv).

“**Business**” means Seller’s use and operation of the Purchased Assets at the applicable Facility as a senior living community.

“**Business Day**” means any day except Saturday, Sunday or any other day on which commercial banks located in New York, New York or St. Louis, Missouri are authorized or required by Law to be closed for business.

“**Buyer**” shall have the meaning set forth in the Preamble.

“**Buyer Closing Certificate**” shall have the meaning set forth in Section 3.02(d).

“**Casualty Loss**” shall have the meaning set forth in Section 6.08.

“**Casualty Notice**” shall have the meaning set forth in Section 6.08.

“**Claims**” means, with respect to the period prior to the Closing Date, any right to payment from Sellers, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, legal, equitable, secured or unsecured, known or unknown; or any right to an equitable remedy for breach of performance if such breach gives rise to a right of payment from Sellers, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

“**Closing**” shall have the meaning set forth in Section 3.01.

“**Closing Date**” shall have the meaning set forth in Section 3.01.

“**Closing Statement**” shall have the meaning set forth in Section 3.02(g).

“**Conditions Satisfaction Deadline**” shall have the meaning set forth in Section 9.01(a).

“**Consents**” shall have the meaning set forth in Section 6.02.

“**Contracts**” means all contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments, and legally binding arrangements, whether written or oral.

“**Cure Amount**” means the amount determined in an order of the Bankruptcy Court required to be paid to have an Assumed Contract that the Buyer wants assumed and assigned to it which Cure Amount shall be paid by Buyer.

“**Deeds**” shall have the meaning set forth in Section 3.02(c).

“**Deposit Accounts**” shall have the meaning set forth in Section 2.02(d).

“**Dollars**” or “**\$**” means the lawful currency of the United States of America.

“**Due Diligence Materials**” shall have the meaning set forth in Section 5.07.

“**Effective Time**” shall have the meaning set forth in Section 3.01.

“**Encumbrances**” shall mean all security interests, liens, pledges, claims, charges, encumbrances, rights of first refusal, conditional sales agreements, options, mortgages, indentures or other covenants, agreements or obligations affecting title to any of the Purchased Assets (except, in the case of the Real Property, those matters (i) of public record that do not constitute mortgages, deeds of trust or other monetary liens for liquidated amounts, (ii) disclosed on any survey delivered by Seller to Buyer, or (iii) constituting rights of way, easements and other grants or restrictions that do not interfere with use of the Facility for its intended purpose).

“**Environmental Claim**” means any Action, governmental Order, lien, fine, penalty, or, as to each, any settlement or judgment arising therefrom, by or from any Person alleging liability of whatever kind or nature (including liability or responsibility for the costs of enforcement proceedings, investigations, cleanup, governmental response, removal or remediation, natural resources damages, property damages, personal injuries, medical monitoring, penalties, contribution, indemnification and injunctive relief) arising out of, based on or resulting from (a) the presence, release of or exposure to any Hazardous Materials or (b) any actual or alleged non-compliance with any Environmental Law.

“**Environmental Law**” means any applicable Law: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials. The term “Environmental Law” includes, without limitation, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 *et seq.*; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 *et seq.*; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 *et seq.*; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 *et seq.*; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 *et seq.*; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 *et seq.*; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 *et seq.*

“**Escrow Agent**” means Chicago Title and Trust.

“**Escrow Deposit**” shall have the meaning set forth in Section 2.06(a).

“**Escrow Deposit Agreement**” shall have the meaning set forth in Section 2.06(a).

“**Excluded Assets**” shall have the meaning set forth in Section 2.02.

“**Excluded Liabilities**” shall have the meaning set forth in Section 2.04.

“**Execution Date**” shall have the meaning set forth in the preamble.

“**Facility**” and “**Facilities**” shall have the meanings set forth in the Recitals.

“**Facility Employees**” shall have the meaning set forth in Section 4.11.

“**Final Order**” means an Order or judgment: (i) as to which the time to appeal, petition for certiorari or move for review or rehearing has expired and as to which no appeal, petition for certiorari or other proceeding for review or rehearing is pending, or such an appeal has been rendered statutorily moot pursuant to Section 363(m) of the Bankruptcy Code or (ii) if an appeal, writ of certiorari, reargument or rehearing has been filed or sought, and a stay pending appeal has been entered, the Order or judgment has been affirmed by the highest court to which such Order or judgment was appealed or certiorari has been denied, or reargument or rehearing shall have been denied or resulted in no modification of such Order or judgment, and the time to take any further appeal or to seek certiorari or further reargument or rehearing has expired; provided that the theoretical possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such Order or judgment shall not prevent such Order or judgment from being considered a Final Order.

“**Financial Statements**” shall have the meaning set forth in Section 4.13.

“**Government Entity**” means any government or branch or division thereof, including any agency, bureau, board, directorate, commission, court, department, official, political subdivision, tribunal or other instrumentality of any government, whether federal, state or local.

“**Hired Employees**” shall have the meaning set forth in Section 8.01(b).

“**Insurance Policies**” shall have the meaning set forth in Section 4.12.

“**Intangible Personal Property**” shall have the meaning set forth in Section 2.01(b).

“**Intellectual Property Assets**” means all intellectual property and intellectual property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, pursuant to the Laws of any jurisdiction throughout the world, whether registered or unregistered, including without limitation the items listed in Schedule 2.01(g).

“**Internal Revenue Code**” means the Internal Revenue Code of 1986, as amended.

“**Inventory**” shall have the meaning set forth in Section 2.01(c).

“**IRS**” means the Internal Revenue Service.

“**IT Assets**” means, to the extent reasonably transferable, (i) computer software code (in all media) and materials, including all software programs; (ii) computer software documentation, including user materials; and (iii) all other unused or reusable materials, stores, and supplies related to computer software.

“**Knowledge of Buyer**” or “**Buyer’s Knowledge**” or any other similar knowledge qualification, means the actual knowledge of Menachem Kofman.

“**Knowledge of Sellers**” or “**Sellers’ Knowledge**” or any other similar knowledge qualification, means the actual knowledge of Kate Bertram, Barb Shepard, Kenna Hudson and Shawn O’Conner.

“**Law**” means any statute, law, ordinance, regulation, rule, code, Order, constitution, treaty, common law, judgment, decree, other requirement, or rule of law of any governmental authority.

“**Liabilities**” means liabilities, obligations, or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute, or contingent, accrued or unaccrued, matured or unmatured or otherwise.

“**Licenses**” shall have the meaning set forth in Section 2.01(e).

“**Lien**” means any lien, charge, claim, pledge, security interest, conditional sale agreement or other title retention agreement, lease, mortgage, security interest, option, or other encumbrance.

“**Loss**” or “**Losses**” means losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees hereunder and the cost of pursuing any insurance providers; provided, however, that “**Losses**” shall not include punitive damages, except in the case of fraud or to the extent actually awarded to a governmental authority or other third party.

“**Material Adverse Effect**” means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to (a) the business, results of operations, condition (financial or otherwise) or assets of the Business taken as a whole, (b) the value of the Purchased Assets, or (c) the ability of Sellers to consummate the transactions contemplated hereby on a timely basis; provided, however, “**Material Adverse Effect**” shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries in which the Business operates; (iii) failure of Sellers to meet financial projections; (iv) any changes in financial or securities markets in general; (v) acts of war (whether or not declared), armed hostilities or terrorism, natural disasters, pandemics or the escalation or worsening thereof; (vi) any actions required pursuant to this Agreement; (vii) any changes in applicable Laws or accounting rules; (viii) the public announcement, pendency or completion of the transactions contemplated by this Agreement; or (viii) the filing of the Bankruptcy Case.

“**Material Consents**” shall have the meaning set forth in Section 7.01(c).

“**Material Contracts**” shall have the meaning set forth in Section 4.05.

“**Operator**” shall have the meaning set forth in Section 4.25.

“**Order**” means, with respect to any Person, any award, decision, injunction, judgment, stipulation, order, ruling, subpoena, writ, decree, consent decree or verdict entered, issued, made, or rendered by any government entity or the Bankruptcy Court affecting such Person or any of its properties.

“**Outside Closing Date**” means December 31, 2024, unless extended by mutual agreement of the Buyer and the Sellers.

“**PCNA**” shall mean, collectively, the Property Condition Assessment Hoosier Christian Village, Brownstone Indiana, dated September 31, 2024 and the Property Condition Assessment Crown Point Christian Village, Crown Point, Indiana, dated August 31, 2024.

“**Permitted Encumbrances**” means (i) Liens for Taxes not yet due and payable, (ii) easements, rights of way, zoning ordinances and other similar encumbrances affecting the Real Property which (x) are not, individually or in the aggregate, material to the Purchased Assets or the Business(es), (y) do not prohibit or interfere with the current operation of the Business(es), and (z) do not render title to any Real Property unmarketable, and (iii) any matters set out in a Title Insurance Commitment which Sellers are not obligated to remove in accordance with Section 2.10 hereof.

“**Permits and Regulatory Approvals**” means all permits, licenses, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from governmental authorities, all as identified in Schedule 4.07.

“**Person**” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

“**Petition Date**” shall have the meaning set forth in the Recitals.

“**Proration Time**” means 12:01 a.m. (Central Time) on the Closing Date.

“**Purchase Price**” shall have the meaning set forth in Section 2.05.

“**Purchase Price Allocation**” shall have the meaning set forth in Section 2.07.

“**Purchase Price Balance**” shall have the meaning set forth in Section 2.06(b).

“**Purchased Assets**” shall have the meaning set forth in Section 2.01. Purchased Assets shall not include Excluded Assets.

“**Real Property**” shall have the meaning set forth in Section 2.01(a).

“**Rejected Contracts**” shall have the meaning set forth in Section 6.09(d)

“**Sale**” means the sale of the Purchased Assets in accordance with the Bid and Sale Procedures Order and subject to entry of the Sale Order as a Final Order.

“**Sale Hearing**” shall have the meaning given to such term in the Bid and Sale Procedures Order.

“**Sale Motion**” means the Debtors’ Motion for the Entry of (A) an Order (1) Approving Auction Sale Format and Bidding Procedures, (2) Approving Process for Discretionary Selection of Stalking Horse Bidder and Bid Protections, (3) Approving Form of Notice to be Provided to Interested Parties, (4) Schedule a Court Hearing to Consider Approval of the Sale to the Highest and Best Bidder, and (5) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases, and (B) an Order Authorizing the Sale of Property Free and Clear of All Claims, Liens and Encumbrances [Dkt. No. 013].

“**Sale Order**” means the Order of the Bankruptcy Court issued pursuant to Sections 363 and 365 of the Bankruptcy Court, authorizing and approving, among other things: (i) the sale, transfer and assignment of the Purchased Assets and the Assumed Liabilities to Buyer in accordance with the terms and conditions of this Agreement, free and clear of all Liens, Claims and Encumbrances and (ii) the assumption and assignment of the Assumed Contracts in connection therewith and as a part thereof, in substantially the form attached hereto as Exhibit 7.01(b).

“**Seller**” and “**Sellers**” shall have the meanings set forth in the preamble.

“**Seller Closing Certificate**” shall have the meaning set forth in Section 3.02(d).

“**Survey**” shall have the meaning set forth in Section 2.10(a).

“**Tax**” or “**Taxes**” means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

“**Tangible Personal Property**” shall have the meaning set forth in Section 2.01(b).

“**Title Insurance Commitment**” shall have the meaning set forth in Section 2.10(a).

“**Title Defect**” shall have the meaning set forth in Section 2.10(b).

“**Title Objection**” shall have the meaning set forth in Section 2.10(b).

“**Title Objection Response Deadline**” shall have the meaning set forth in Section 2.10(b).

“**Transaction Documents**” means this Agreement, the Bills of Sale, the Assignment and Assumption Agreements, the Deeds, any operations transition agreements, and the other agreements, instruments and documents required to be delivered at the Closing.

“*WARN Act*” means the federal Worker Adjustment and Retraining Notification Act of 1988, and similar state, local and foreign laws related to plant closings, relocations, mass layoffs and employment losses.

ARTICLE II SALE OF ASSETS

Section 2.01 Sale of Assets. Subject to the terms and conditions set forth in this Agreement and in the Sale Order, and subject to Bankruptcy Court approval and higher and better bids in accordance with the Bid and Sale Procedure Order and excepting the Excluded Assets, the applicable undersigned Seller hereby agrees to sell, convey, assign, transfer and deliver to Buyer, and Buyer, as a good faith purchaser for value within the meaning of Section 363(m) of the Bankruptcy Code, shall purchase from each such Seller, all right, title and interest of each such Seller in, and to all of the following assets, free and clear of all Liens, Claims and Encumbrances (collectively, the “*Purchased Assets*”):

- (a) The land, building(s), improvements and other related real estate interests that comprise the Facility more specifically described on Schedule 2.01(a) (collectively, the “*Real Property*”);
- (b) Tangible personal property owned by such Seller and used in the operation of the Business, including all equipment, furniture, fixtures, and leasehold improvements, vehicles and computer hardware of such Seller (the “*Tangible Personal Property*”) and, to the extent assignable, intangible personal property related to the Businesses, including any warranties, zoning approvals and building permits (the “*Intangible Personal Property*”);
- (c) Inventory and supplies usable or saleable in the operation of the Business (the “*Inventory*”);
- (d) The Assumed Contracts listed on Schedule 6.05;
- (e) The Sellers’ National Provider Identified (NPI) numbers and other applicable provider numbers with any state or other governing body;
- (f) Licenses, permits, certifications, certificates of need, and accreditations held by Seller relating to the ownership, development and operation of the Business (including any applications and pending approvals), to the extent assignable (the “*Licenses*”);
- (g) Intellectual Property used in the operation of the Business, facilities and properties, including, but not limited to, the items listed on Schedule 2.01(g), to the extent assignable;
- (h) The IT Assets;
- (i) Paper and/or electronic resident records relating to Seller’s past and present residents of the Facility;

- (j) Manufacturers' and vendors' warranties relating to the Purchased Assets, to the extent transferable, and rights and claims that may be asserted by (but not against) Seller related to the Purchased Assets;
- (k) Equipment records, documents, catalogs, books, records, files, operating manuals, and other records relating to the Purchased Assets or the operation of the Facilities (but excepting any documents or records relating to Seller's tax returns and Seller's internal corporate affairs);
- (l) Any resident trust funds and security deposits in accordance with this Agreement;
- (m) All residency agreements for tenancy at the Facility, personal care agreements, and other agreements for the provision of services or goods to the residents at the Facilities and any guarantees thereof (collectively, the "**Residency Agreements**");
- (n) Except for the Excluded Assets or as otherwise set forth herein, any and all cash and cash equivalents, credits, prepaid expenses, deposits, deferred charges, advance payments, security deposits, prepaid items, funds, securities, investment accounts, accounts receivable, notes, notes receivable, mortgages, security interests, income, revenues derived from the Purchased Assets, insurance claims, insurance proceeds;
- (o) Goodwill associated with the Purchased Assets; and
- (p) The interest of Seller in all property of the foregoing types, arising or acquired by the applicable Seller in the ordinary course of the Business between the Execution Date and the Closing.

Section 2.02 Excluded Assets. Notwithstanding anything to the contrary set forth in Section 2.01 above, each Seller shall keep and retain title to and ownership of and shall not transfer, assign, convey or deliver to Buyer any asset not identified herein as a Purchased Asset, all of which shall remain the exclusive property of such Seller. Without limiting the generality of the foregoing, such non-Purchased Assets (collectively, the "**Excluded Assets**") shall include, without limitation:

- (a) Cash and cash equivalents, including, without limitation, stocks, bonds, commercial paper, and other securities and investments;
- (b) All prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of setoff, rights of recoupment, deposits, charges, sums and fees (including any such item relating to the payment of Taxes) arising from the period prior to the Effective Time, except for any such amounts in connection with Assumed Liabilities identified on Schedule 2.02(b).
- (c) Accounts receivable and notes receivable generated in connection with the operation of the Business prior to the Effective Time, including, without limitation, intercompany receivables;

- (d) Bank accounts of Seller set forth on Schedule 2.02(d) (collectively, the “*Deposit Accounts*”) and any records relating thereto;
- (e) (i) original Tax, accounting and financial records which pertain exclusively to the Excluded Assets or the Excluded Liabilities including, but not limited to, accounts receivable records, tax returns and related records, litigation files and records, and cost report records, (ii) all corporate or limited liability organizational records of Seller, including all charter documents, stock ledgers, minute books and other corporate records of Seller, and (iii) such other files, books and records which pertain exclusively to the Excluded Assets or the Excluded Liabilities or to the formation, existence or capitalized of Sellers;
- (f) Software that is not freely transferable by the terms of any license agreement respecting the same;
- (g) Refunds of any taxes to the extent the same relate to periods prior to the Closing Date;
- (h) All prepaid utility deposits and other deposits and refunds which are owed to, escrowed by, or the property of Seller;
- (i) Without limiting the generality of the foregoing clause (g), any and all payments or rights to payment arising out of, or in connection with, Employee Retention Credits, the Coronavirus Aid, Relief and Economic Security (CARES) Act, the Consolidated Appropriations Act of 2021 (CAA) or the American Rescue Plan Act (ARPA);
- (j) Any policies of insurance and/or interests in insurance pools and programs, and all claims made and rights to payment thereunder ;
- (k) All Contracts other than Assumed Contracts and obligations thereunder;
- (l) Any benefit plans offered by Seller to Facility Employees or any assets relating thereto;
- (m) All cause or causes of action or claim or claims arising in connection with or relating to events that occurred prior to the Closing Date, and rights to recovery pursuant to all causes of actions and claims of Seller existing as of the Closing Date, but excluding any claim, causes of action, defense, setoff, or recoupment related to Assumed Contracts;
- (n) All work product, attorney-client and accountant-client privileged materials held or controlled by Seller;
- (o) Actions unrelated to the Purchased Assets or the operations of the Facility and all avoidance actions under Chapter 5 of the Bankruptcy Code;
- (p) All intercompany receivables; and

- (q) All rights accruing or to accrue to Sellers under this Agreement.

Section 2.03 Assumed Liabilities. As partial consideration for the transfer, assignment and delivery of the Purchased Assets to Buyer, and upon the terms and subject to the conditions set forth in this Agreement, Buyer shall assume, pay and perform the following liabilities and obligations of Seller (collectively, the “*Assumed Liabilities*”):

- (a) (i) The Cure Amounts and (ii), all Liabilities and obligations arising under the Assumed Contracts and relating to the period from and after the Effective Time;
- (b) Liabilities arising from Accrued PTO and (ii) all Liabilities arising from and relating to the period after the Effective Time, in each case for any Hired Employees;
- (c) [Reserved].
- (d) Those Liabilities of the Sellers set forth in Schedule 2.03(d);
- (e) All liabilities and obligations expressly assumed by Buyer pursuant to this Agreement; and
- (f) All other obligations and liabilities arising out of Buyer’s possession, use, ownership, transfer or other disposition of the Purchased Assets after the Effective Time and which relate to the period after the Effective Time.

Section 2.04 Excluded Liabilities; Non-Assumption of Liabilities. Except for the Assumed Liabilities, Buyer shall not assume, pay or perform any indebtedness, liabilities or other obligations of Seller (collectively, the “*Excluded Liabilities*”). Without limiting the generality of the foregoing, and except as otherwise provided herein, (i) Buyer shall not be required to assume and shall not have any liability or obligation with respect to any contract, liability or obligation, direct or indirect, absolute or contingent of Seller or to any other person, entity, or Seller Affiliate regarding any claims or litigation pending or later arising against Seller or any Seller Affiliate that are based on their actions or omissions, and (ii) under no circumstances shall Buyer be deemed to have agreed to or accepted Seller’s or any Seller Affiliate’s liability for any act, omission, or any other obligation of any nature whatsoever to any resident or resident representative (excepting any post-closing liabilities assumed by Buyer) or to the State, federal or local government for any liabilities related to cost report settlements, fines, penalties, overpayments or recoupments.

Section 2.05 Purchase Price. The aggregate purchase price to be paid by Buyer to the Sellers for the Purchased Assets at the Closing shall be THIRTY FIVE MILLION AND 00/100 DOLLARS (\$35,000,000.00) (the “*Purchase Price*”), plus (i) the assumption of the Assumed Liabilities and (ii) the Cure Amounts, if any.

Section 2.06 Payment of Purchase Price; Escrow Deposit. Buyer shall make the following payments on account of the Purchase Price:

- (a) Buyer shall deliver to Escrow Agent, within two (2) Business Days of the Execution Date, an earnest money deposit in the amount of ONE MILLION SIX HUNDRED FIFTY THOUSAND DOLLARS (\$1,650,000) (the “*Escrow Deposit*”), to be held by Escrow Agent pursuant to the terms of an escrow agreement in substantially the form attached as Exhibit 2.06(a) hereto (the “*Escrow Deposit Agreement*”). Upon Closing or termination of this Agreement, the Escrow Deposit, together with accrued interest thereon, if any, shall be delivered to Sellers or Buyer in accordance with the applicable terms of this Agreement.
- (b) Buyer shall receive a credit at Closing for immediate repairs recommended for the Facilities as set forth in the PCNA in an amount of not less than \$2,500,000 (the “*Repair Credit*”).
- (c) Buyer shall assume all PTO due at Closing up to the amount of \$450,000 and receive a credit at Closing for assumed PTO that is over \$450,000.
- (d) Buyer shall assume all entrance fee refunds due at Crowne Pointe at Closing up to the amount of \$310,000 and receive a credit at Closing for entrance fee refunds that are over \$310,000.00.
- (e) Buyer shall make payment of the balance of the Purchase Price, plus or minus prorations or adjustments as set forth herein (the “*Purchase Price Balance*”), at the Closing by wire transfer to the Escrow Agent.

Section 2.07 Allocation of Purchase Price. The Parties have prepared the allocation schedule attached hereto as Schedule 2.07, and agree that the Parties shall allocate the Purchase Price (and all other capitalized costs) among the Purchased Assets for the applicable Seller, for Tax and accounting purposes only, in accordance with such Schedule 2.07 (the “*Purchase Price Allocation*”). Each Seller and Buyer each hereby covenant and agree that neither of them will take a position on any income tax return, before any Government Entity, or in any judicial proceeding that is in any way inconsistent with the allocation set forth on Schedule 2.07. Each party shall duly and timely file Form 8594 with its appropriate tax returns. For the avoidance of doubt, the Purchase Price Allocation is not binding on any party for any other purpose.

Section 2.08 Taxes, Fees and Expenses. Subject to Section 6.09, Buyer shall be responsible for and shall pay all applicable sales taxes, grantor’s taxes, recordation fees and all other similar taxes arising out of the consummation of the transactions contemplated hereby, and any other fees and expenses associated with the transfer of the Purchased Assets as contemplated herein. Each Seller shall be responsible for and shall pay any income tax of such Seller as a result of the transactions contemplated herein. Except as set forth in the immediately preceding sentence, each of Buyer and the applicable Seller shall pay its own costs incurred in connection with the transactions contemplated herein, including reasonable attorneys’ fees and due diligence expenses.

Section 2.09 Apportionment of Expenses; Prorations.

- (a) All expenses arising from the ownership of the Purchased Assets shall be apportioned between Buyer and the applicable Seller as of the Effective Time, in accordance with the

principle that the Buyer shall only be responsible for all expenses and obligations arising from the ownership of the Purchased Assets at or after such time. All real estate and personal property taxes respecting the Purchased Assets shall be prorated as of the Closing.

(b) The following items shall be prorated among Buyer and the applicable Seller as of the Proration Time and paid or credited at the Closing, as shall be set forth on the Closing Statement:

(i) All state, county, city, school, ad valorem and other local real and personal property taxes and assessments and business personal property taxes relating to or assessed against the Real Property or the Business(es);

(ii) Any utilities or other periodic charges that cannot be changed to Buyer or Buyer's designee's account by the Closing Date;

(iii) Prepayments made by the Sellers for services relating to the Business(es) and provided after the Proration Time, which shall be credited to the Sellers;

(iv) Prepaid and other rentals in Seller's possession or control, shall be credited to Buyer as of the Proration Time and Buyer shall assume all of Seller's financial and custodial obligations with respect to the prepaid rent so credited;

(v) Buyer shall be credited and Seller shall be debited with an amount equal to all rent abatements and concessions for periods on and after the Proration Time;

(vi) Refundable tenant deposits, if any, in Seller's possession or control shall be credited to Buyer as of the Closing Date;

(vii) Provider taxes, privilege Texas or so-called bed taxes or similar taxes and fees, howsoever designated.

Section 2.10 Title Insurance Commitment; Survey.

(a) The Parties acknowledge that, prior to the Execution Date, the applicable Seller has delivered to Buyer (i) a commitment for title insurance, along with copies of all easements and building and use restriction identified in the commitment (collectively, the "***Title Insurance Commitment***") and (ii) ALTA/NSPS as-built surveys (collectively, the "***Surveys***") for the Real Property. Buyer hereby waives any right to provide a Title Objection (as defined below) with respect to the Title Insurance Commitment and Surveys provided to Buyer prior to the Execution Date.

(b) If Buyer desires an updated Title Insurance Commitment or updated Surveys ("***Updated Title Work***"), then Buyer shall pursue and obtain such Updated Title Work at its sole cost and expense by no later than ten (10) days after the Execution Date. If the Updated Title Work discloses title exceptions or matters (i) not identified in the Title Insurance Commitment and Surveys delivered pursuant to paragraph (a) and (ii) in the reasonable judgment of Buyer, render title uninsurable or unmarketable, or otherwise adversely affect

the use of the Real Property to conduct the Business (a “*Title Defect*”), then Buyer shall deliver to the Seller a written statement of any such Title Defects (a “*Title Objection*”) no later than five (5) Business Days after its receipt of the Updated Title Work; provided that (i) any objections to Title Defects not timely delivered as aforesaid will be waived and (ii) any matter disclosed in the Updated Title Work and not identified in a timely Title Objection shall be deemed a Permitted Encumbrance. If the applicable Seller timely receives such a Title Objection, such Seller shall elect, in a written response to Buyer delivered within five (5) Business Days of such Seller’s receipt of the Title Objection (the “*Title Objection Response Deadline*”) to (i) cure any or all of the Title Defects identified in such Title Objection or (ii) not cure such Title Defects; provided that, if the applicable Seller does not deliver its response prior to the Title Objection Response Deadline, then such Seller shall be deemed to have elected to cure the Title Defects. If Seller elects not to cure any of the Title Defects identified in the Title Objection, then Buyer may elect to terminate this Agreement by giving Sellers within five (5) Business Days after receipt of the applicable Seller’s election not to cure such Title Defects; provided that, if Buyer does not timely make such an election, then such Title Defects shall be deemed Permitted Encumbrances hereunder.

- (c) Notwithstanding anything to the contrary set forth herein, prior to the Closing Date, Sellers shall be required to remove any of the following with respect to the Purchased Assets or cause the same to be removed as an exception to title by the Sale Order, whether or not objected to by Buyer: any liens secured by mortgages securing loans made to Sellers, mechanics’ liens relating to work contractor for by Sellers, judgment liens against Sellers, and liens for delinquent real property taxes and assessments.
- (d) Buyer acknowledges and agrees that (i) Sellers may elect to address any identified Title Defects through the Sale Motion, whereby holders of Liens, Claims and Encumbrances may be adequately protected by having such Liens, Claims or Encumbrances attach to the portion of the Purchase Price ultimately attributable to the Purchase Assets against or in which such holders claim an interest, with the same validity, force, effect and priority which they had against such Purchased Assets as of the Execution Date, subject to any claims and defenses that Sellers or their estates may assert with respect thereto and (ii) notwithstanding anything herein to the contrary, all Liens, Claim and Encumbrances that can be satisfied by the payment of money shall be addressed in the Sale Order; provided that in all events, such Title Defects (a) shall be omitted by the Title Company as an exception to the owner’s policy and any lender’s policy delivered to Buyer at Closing, and (b) the Sale Order shall state that all such Liens, Claims and Encumbrances will not attach to or affect the Purchased Assets after Closing.

Section 2.11 Third Party Consents. To the extent that Sellers’ rights under any contract or permit constituting a Purchased Asset, or relating to a Purchased Asset, may not, pursuant to Section 365 of the Bankruptcy Code, be assigned to Buyer without the consent of another Person, which consent has not been obtained, nothing set forth in this Agreement shall constitute an agreement by Sellers to assign or cause the assignment of same if an attempted assignment would constitute a breach of such contract or permit, or be

unlawful. Buyer, at its own expense, shall use its commercially reasonable efforts to obtain any such required consents.

Section 2.12 Indemnification Escrow. From and after the Effective Time of the Closing, conditioned on such Closing, the Sellers will indemnify, defend and hold harmless the Buyers and their affiliates and representatives (collectively, the “*Buyer Indemnified Parties*”) from and against any and all Losses suffered or incurred by any of the Buyer Indemnified Parties as a result of or arising out of (a) any claim of recapture by The Centers for Medicare and Medicaid Services (“*CMS*”) or any other governmental authority or other third party payor with respect to an alleged overpayment or alleged underpayment with respect to operation of the Facilities, for periods prior to the applicable Closing Date (“*Recapture Claim*”), or (b) any and all Taxes related to the operation of the Facilities that are assessed for periods prior to the Effective Time, including, but not limited to, provider tax, gross receipts tax, bed tax, and quality assessment tax. As security for Sellers’ indemnity obligations, Sellers shall place into escrow with the Escrow Agent” the sum of Five Hundred Thousand Dollars (\$500,000) (the “*Indemnification Escrow Amount*”) for the period of one (1) year from and after the Closing. The Escrow Amount shall be held and disbursed by the Escrow Agent in accordance with the terms of an escrow agreement in form and substance reasonably satisfactory to the Parties and the Escrow Agent (the “*Indemnification Escrow Agreement*”).

ARTICLE III CLOSING

Section 3.01 Closing. Subject to the terms and conditions of this Agreement and the Sale Order, including, without limitation, the satisfaction or waiver by the appropriate Party of all of the conditions precedent to Closing specified herein, the consummation of the transactions contemplated by and described in this Agreement (the “*Closing*”) shall be conducted remotely, via an exchange of emails authorizing and directing the Escrow Agent to release originals of executed documents from escrow for recording purposes and to wire funds to the appropriate parties, to occur on the date (such date of consummation being referred to herein as the “*Closing Date*”) that is the first Business Day of a calendar month that occurs five (5) Business Days following the date on which the conditions to Closing set forth in Article VII are either satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date), or at such other time, date or location as shall be agreed upon by the Parties; provided that in no event shall the Closing occur later than the Outside Closing Date unless mutually agreed by the parties hereto. Regardless of the time it actually occurs, the Closing will be deemed effective for all purposes as of 12:01 a.m. (Central Time) on the Closing Date (the “*Effective Time*”).

Section 3.02 Actions of Seller at Closing. At the Closing and unless otherwise waived in writing by Buyer, the applicable Seller shall execute and/or deliver to Buyer the following:

- (a) Bills of sale, in the form attached hereto as Exhibit 3.02(a) (the “*Bills of Sale*”), executed by the applicable Sellers, transferring the Tangible Personal Property, the Intangible Personal Property, the Intellectual Property Assets and the IT Assets to Buyer or its designee;

- (b) Assignment and assumption agreements, in the form attached hereto as Exhibit 3.02(b) (the “*Assignment and Assumption Agreements*”), executed by the applicable Sellers, effecting the assignment to and assumption by Buyer or its designee of the Assumed Contracts;
- (c) With respect to each parcel of Real Property, a quitclaim deed, in the form attached hereto as Exhibit 3.02(c) (the “*Deeds*”), executed by the applicable Seller;
- (d) Closing certificate of the applicable Seller, certifying that each covenant and agreement of Seller to be performed prior to or as of the Closing pursuant to this Agreement has been performed and each representation and warranty of the applicable Seller are true and correct in all material respects on the Closing Date, as if made on and as of the Closing (the “*Seller Closing Certificate*”);
- (e) Certificates of incumbency for the respective officers of the applicable Seller executing this Agreement or making certifications for the Closing, together with certified copies of resolutions authorizing the transactions contemplated herein, dated as of the Closing Date;
- (f) Certificates of existence and good standing of the applicable Seller from the Secretary of State of its formation, dated the most recent practical date prior to the Closing;
- (g) A closing statement setting forth all proration and adjustments (the “*Closing Statement*”), duly executed by the Sellers; and
- (h) Such other instruments and documents as Buyer reasonably deems necessary to effectuate the transactions contemplated hereby.

Section 3.03 Actions of Buyer at Closing. At the Closing and unless otherwise waived in writing by the applicable Seller, Buyer shall deliver to the applicable Seller(s) the following:

- (a) The Assignment and Assumption Agreements duly executed by Buyer and in the form attached hereto as Exhibit 3.02(b);
- (b) Closing certificate of Buyer, certifying that each covenant and agreement of Buyer to be performed prior to or as of the Closing pursuant to this Agreement has been performed and each representation and warranty of Buyer is true and correct in all material respects on the Closing Date, as if made on and as of the Closing (the “*Buyer Closing Certificate*”);
- (c) Certificates of incumbency for the respective officers of Buyer executing this Agreement dated as of the Closing Date, together with certified copies of resolutions authorizing the transactions contemplated herein;
- (d) Certificate of existence and good standing of Buyer from the Secretary of State of the applicable jurisdiction in which the Buyer is formed, dated the most recent practical date prior to Closing; and

- (e) Such other instruments and documents as Seller reasonably deems necessary to effect the transactions contemplated hereby.

On the Closing Date, Buyer shall cause the Escrow Agent to deliver the Purchase Price to the Sellers. For the avoidance of doubt, such Purchase Price shall include the Escrow Deposit and the Purchase Price Balance.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF EACH SELLER

Except as set otherwise expressly set forth in this Agreement or any exhibit or schedule attached hereto, each Seller represents and warrants as to itself to Buyer that the following statements are true and correct as of the Execution Date and will be true and correct as of the Closing Date:

Section 4.01 Existence and Capacity. Seller is a limited liability company validly existing in good standing under the laws of the State of its formation. Seller has the requisite power and authority, subject to requisite approvals of the Bankruptcy Court, to enter into this Agreement, to perform its obligations hereunder, and to conduct its business as such business is being conducted as of the Execution Date.

Section 4.02 Power and Authority. Subject to entry of the Sale Order by the Bankruptcy Court, the execution, delivery and performance of this Agreement, and consummation of the transaction contemplated herein, by Seller have been duly authorized by all appropriate corporate action on the part of the Sellers, do not require any approval or consent of, or filing with, any third party, will not violate any statute, law, rule or regulation, or any judgment, decree, writ or injunction of any court or Government Entity, to which Seller may be subject, and will not violate any provision of any agreement to which Buyer is a party or by which Seller is bound.

Section 4.03 Binding Agreement. This Agreement and all agreements to which Seller will become a party pursuant hereto are and will constitute the valid and legally binding obligations of Seller, and are and will be enforceable against Seller in accordance with the respective terms hereof or thereof.

Section 4.04 Title to Purchased Assets. As of the Closing, Seller shall hold good and valid title to all of the Purchased Assets which it owns, and at the Closing, will assign and convey to Buyer good and valid title free from all Liens, Claims and Encumbrances other than Permitted Encumbrances.

Section 4.05 Material Contracts. All material contracts agreements, leases and other commitments, in each case (i) in which the annual payments exceed \$100,000 that Seller is a party to respecting the Business conducted by Seller at the Facility or which otherwise affects the Purchased Assets (the “**Material Contracts**”) are listed and summarized on Schedule 6.05, and there are no undisclosed material amendments or modifications to any such contracts. The Material Contracts delivered to Buyer are true, correct and complete copies thereof. There are no defaults under the Material Contracts except as disclosed to Buyer prior to the Execution Date.

Section 4.06 Intellectual Property; Computer Software. Except as set forth in Section 2.02(g), the Intellectual Property Assets include all patents, copyrights, inventions, processes and applications therefore

(whether registered or common law) currently owned or used by Sellers in the Business and necessary for the operation thereof.

Section 4.07 Permits. All Permits and Regulatory Approvals held by the Sellers or Operator to conduct the Business(es) as currently conducted are set forth in Schedule 4.07.

Section 4.08 Litigation or Proceedings. Except as set forth in Schedule 4.08, there are no Actions pending or, to Sellers' Knowledge, threatened against or by the Sellers or the Facilities (i) relating to or affecting the Business(es), the Purchased Assets or the Assumed Liabilities or (ii) that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

Section 4.09 Real Property. Schedule 2.01(a) sets forth each parcel of Real Property owned by the Sellers and used in the conduct of the Business(es) as conducted as of the Execution Date, including with respect to each such parcel, the street address and use.. Sellers have delivered or made available to Buyer copies of the deeds and other instruments (as recorded) through which the applicable Seller acquired such parcels of Real Property, and copies of all title insurance policies, opinions, abstracts and surveys in the possession of such Seller with respect thereto.

Section 4.10 Environmental Laws. With respect to the ownership or operation of the Real Property, the Facility or the use of the Purchased Assets by Sellers:

- (a) To Sellers' Knowledge, the applicable Seller and the Facilities are not in violation, in any material respect, of any Environmental Law.
- (b) To Sellers' Knowledge, (i) the Sellers have not in the last five years received any written notice alleging or asserting a violation of any Environmental Law with respect to the Real Property, the Facility or the Purchased Assets, (ii) no investigation, administrative order, litigation or settlement with respect to any Environmental Laws is pending or threatened with respect to the Real Property, the Facility or the Purchased Assets, and (iii) no written notice has been received by Seller respecting the Facility or the Purchased Assets from any Government Entity or individual claiming any material violation of any Environmental Laws, or requiring compliance with any Environmental Laws, or demanding payment or contribution for environmental damage or injury to natural resources.

Section 4.11 Employee Relations. Schedule 4.11 lists all persons who are employees, independent contractors or consultants who, as of the Execution Date, provide services in the Facility, including any such person who is on a leave of absence of any nature, paid or unpaid, authorized or unauthorized, and sets forth for each such person: (i) name, (ii) title or position, (iii) hire date, (iv) full time equivalent status, (v) rate of base compensation, (vi) commission, bonus or other incentive-based compensation and (vi) a description of fringe benefits, if any, provided to each such person (the "**Facility Employees**"). With respect to the Facility Employees, except as set forth on Schedule 4.11 hereto:

- (a) All Facility Employees are "at will" employees or Seller has provided to Buyer copies of such employment, consulting, independent contractor, bonus, severance, or other similar written engagement to which Seller is a party.

- (b) There has not been within the last five (5) years and there is no pending strike, picketing, work stoppage, or any proceeding against or affecting Seller relating to an alleged violation of any legal requirements pertaining to labor relations.
- (c) There is no union representation or organizing activities and no collective bargaining agreement or activities.
- (d) To Sellers' Knowledge, there are no pending or threatened claims before the Equal Employment Opportunity Commission (or comparable state agency), complaints before the Occupational Safety and Health Administration (or comparable state agency), wage and hour claims, unemployment compensation claims, workers' compensation claims, or the like.
- (e) Sellers does not, and is not required to, contribute (and Sellers have not ever contributed or been required to contribute) to any multi- employer plan, as defined in Section 3(37) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") with respect to the employees of the Facility.

Section 4.12 Insurance. Schedule 4.12 sets forth (i) a true and complete list of all current policies or binders of fire, liability, product liability, umbrella liability, professional liability, real and personal property, workers' compensation, vehicular, fiduciary liability and other casualty and property insurance maintained by Sellers or their Affiliates and relating to the Business, the Purchased Assets and the Assumed Liabilities (collectively, the "**Insurance Policies**"); and (b) with respect to the Business, the Purchased Assets or the Assumed Liabilities, a list of all pending claims and the claims history for the three (3) years prior to the Execution Date.

Section 4.13 Financial Statements. Copies of the income statements for the Business(es) as in each of the years for the fiscal years ending June 30, 2023 and June 30, 2024 (collectively, the "**Financial Statements**") have been or will be provided to Buyer. The Financial Statements are based on the books and records of the Business(es), are true, complete and correct, and fairly and accurately present (in all material respects when taken as a whole) the financial condition of the Business(es) as of the respective dates they were prepared and the results of the operations of the Business(es) for the periods indicated.

Section 4.14 Brokers. Except for B.C. Ziegler & Co., for which Sellers shall be responsible, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Sellers.

Section 4.15 Taxes. Any unpaid taxes associated with the Purchased Assets or the Facilities which are due and owing (other than real property taxes, ad valorem taxes, personal property taxes, federally recorded tax liens and bed taxes that shall be paid at Closing), shall remain the sole liability of the Sellers. Sellers have not received written notice of, and to Seller's Knowledge there is no pending claim or proceeding threatened by any taxing authority that relates to or affects the Purchased Assets and/or the Facilities.

Section 4.16 Covenants, Zoning, Condemnation, Property Access. Seller has not received written notice, and Seller has no knowledge, of (i) any material violations of any covenants or restrictions recorded in the public land records against the Facilities, (ii) any material violations of any zoning codes or ordinances applicable to the Facilities, (iii) any condemnation or eminent domain proceedings pending or, to Seller's Knowledge, threatened or contemplated against the Facilities, or any part thereof, or (iv) any federal, state, county, municipal, or other governmental plans to change the highway or roads adjacent to the Facilities or to restrict or change access from any such highway or road to the Facilities.

Section 4.17 Violations. Sellers have not received written notice of, and to Seller's Knowledge, there is no condition existing with respect to the Purchased Assets or Facility that violates in any material respect any statute, ordinance, law or code regarding zoning, building, fire, air pollution, or health law, or requires immediate improvement, alteration, addition, correction or other work on or about the Purchased Assets or Facilities, whether related to the Purchased Assets or Facilities or to the activities of any owner or occupant thereof. Seller has not received written notice of, and to Seller's Knowledge there is not, any violation of any material statute, law regulation, rule, licensing requirement, ordinance, order or permit affecting the Purchased Assets or the Facilities.

Section 4.18 Improvements. To Seller's Knowledge, no labor has been performed or material furnished for the Facilities or the Real Property, in any material amounts, for which any mechanics' or materialman's liens, or any other lien, can be lawfully claimed by any Person that would survive entry of the Sale Order.

Section 4.19 Regulatory Reports. To Seller's Knowledge, Seller has filed, or caused to be filed, all reports, data and other information required to be filed with Governmental Authorities, including without limitation Indiana Department of Health.

Section 4.20 Resident Records and Trust Funds. Seller has dealt with the resident records and Resident Trust Funds (as defined in the OTA) in accordance with applicable Laws.

Section 4.21 Inventory. As of the Closing Date, inventories of food, supplies, medicines, towels and linens on-hand at the Facilities shall be at levels, in quantity or value, consistent with Sellers' past operating practices, but in all events at minimum levels to comply with applicable Law.

Section 4.22 Cost Reports. To Seller's Knowledge, all required reports under state licensing statutes for nursing facilities have been filed. To Seller's Knowledge, all other returns, reports and filings of any kind and nature whatsoever required to be filed by the Facilities and/or Sellers, as they relate to Seller's operation of the business of the Facilities until the Closing Date, including, without limitation, all federal, state and local tax returns and reports required to be filed under Medicaid, Medicare or any other third party payor programs with respect to the operation of the Facilities ("**Cost Reports**") have been properly completed and timely filed in compliance with all applicable requirements and all taxes or other obligations which are due and payable have been timely paid. To Seller's Knowledge, all Cost Reports and other required reports have been prepared in accordance and in compliance with all applicable government rules and regulations. Except as set forth on Schedule 4.22, there are no open or unaudited Cost Reports. There are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any Cost Reports or the payment of any recoupment or assessment relating to any Cost Reports.

Section 4.23 Regulatory Approvals. Seller has received and currently holds all necessary state, federal and local approvals, licenses and permits, for the operation of the Facilities as presently conducted for the number of licensed beds set forth on Schedule 4.23 so as to be in substantial compliance with applicable state, federal, state and local governmental requirements, including without limitation licenses for operation of a skilled nursing facility, assisted living facility, continuing care retirement community and independent living facility, a certificate of need, if required, and all other applicable requirements pertaining to enrollment in or entitling the operator of the Facilities to reimbursement under the Medicare and Medicaid programs, and all such approvals, licenses and permits shall through the Closing Date be unrestricted, unconditional, in good standing and in full force and effect and subject to no waivers or limitations. There are no pending actions or claims, or to Seller's Knowledge, any threatened actions or claims, which, if adversely determined, could materially and adversely affect such approvals, licenses or permits. Seller is in substantial compliance (without waivers) and as of the Closing Date will be in compliance (without waivers), in all material respects, with all applicable municipal, county, state and federal laws, regulations, ordinances, standards and orders.

Section 4.24 Medicare and Medicaid. In connection with the Facilities, Sellers participate in the Medicare and Medicaid Programs (the "**Reimbursement Programs**"). A list of Seller's existing Medicare provider number, Medicaid provider number and NPI is set forth on Schedule 4.24. Under the Reimbursement Programs, all of the licensed beds at the Facilities are certified for participation in Medicaid and Medicare. Seller is in compliance in all material respects with the terms, conditions and provisions of the Reimbursement Program provider agreements (the "**Program Agreements**") and the rules and policies respecting each Program Agreement. To the Seller's Knowledge, there is no threatened or pending revocation, suspension, termination, probation, restriction, limitation or non-renewal affecting any of Seller's Program Agreements or third-party payor contracts and Seller is not aware of any fact that could reasonably lead to any such action or result. No written notice of suspension, recoupment, sanction or any other material offset against future reimbursements under or pursuant to the Reimbursement Programs has been received by Seller, nor to the Seller's Knowledge, is there any basis therefore. With respect to the Reimbursement Programs, except as set forth in Schedule 4.24, there are no pending appeals, adjustments, challenges, audits, litigation, notices of intent to recoup past or present reimbursements for any material amounts. Seller has not been subject to or, to Seller's Knowledge, threatened with any loss as a result of any utilization review denials with respect to the Reimbursement Programs or any third-party payors during the past twelve (12) months except as identified on Schedule 4.24, nor has Seller received written notice of any pending, threatened or possible decertification or other loss of participation in, any of the Reimbursement Programs. All of the open claims, assessments and audits set forth in 4.24 shall not be a liability of Buyer or New Operator after the Closing Date and shall not have a material adverse effect with respect to the operations of the Facilities after the Closing Date. Seller has not received any written notice from any Governmental Authority of any life safety code or similar violations, nor does Seller have any reason to believe that any condition exists at the Facilities that would violate any life safety codes or any similar regulations. In addition to, and not in any manner limiting the generality of, the foregoing, during the two year period prior to the Closing Date, Seller has not received: (a) a notice of termination of either of the licenses to operate the Facilities as a skill nursing facility, assisted living facility, continuing care retirement community or independent living facility; or (b) a notice of termination of the certification of the Facility to participate in the Medicare and/or Medicaid reimbursement programs.

Section 4.25 Licensed Operator. Jackson County Schneck Memorial Hospital (the “*Operator*”) is the licensed operator of the Facilities and holds all Medicare and Medicaid provider agreements with respect to the Facilities.

Section 4.26 Expiration of Representations and Warranties. The representations and warranties of Sellers contained in this Agreement shall expire upon, and shall not survive for any purpose whatsoever, the Closing.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to each Seller that to the following statements are true and correct as of the Execution Date and will be true and correct as of the Closing Date:

Section 5.01 Existence and Capacity. Buyer is a limited liability company duly organized and validly existing in good standing under the laws of the State of Indiana. Buyer has the requisite power and authority to enter into this Agreement, to perform its obligations hereunder, and to conduct its business as now being conducted.

Section 5.02 Power and Authority. The execution, delivery and performance of this Agreement, and consummation of the transaction contemplated herein, by Buyer:

- (a) are within its powers, are not in contravention of law or of the terms of its Articles of Organization and Operating Agreement;
- (b) have been duly authorized by all appropriate company actions;
- (c) except for the Permits and Regulatory Approvals to be obtained by Buyer and entry of the Sale Order, do not require any approval or consent of, or filing with, any third party;
- (d) will not violate any statute, law, rule or regulation, or any judgment, decree, writ or injunction of any court or Government Entity, to which Buyer may be subject; and
- (e) will not violate any provision of any agreement to which Buyer is a party or by which Buyer is bound.

Section 5.03 Binding Agreement. This Agreement and all agreements to which Buyer will become a party pursuant hereto are and will constitute the valid and legally binding obligations of Buyer, and are and will be enforceable against Buyer in accordance with the respective terms hereof or thereof.

Section 5.04 Adequate Funds. As of the Execution Date, Buyer has funds, or the ability to obtain such funds, in cash in amounts equal to the Purchase Price and other funds needed to consummate the transaction and will at the Closing have immediately available funds in cash, which are sufficient to pay the Purchase Price and to pay any other amounts payable pursuant to this Agreement and to consummate the transaction

contemplated herein. Buyer does not have any financing or equity investment contingency of any nature whatsoever.

Section 5.05 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Buyer.

Section 5.06 Legal Proceedings. There are no Actions pending or, to Buyer's Knowledge, threatened against or by Buyer or any Affiliate of Buyer that challenge or seek to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. No event has occurred, nor circumstances exist, that may give rise or serve as a basis for any such Action.

Section 5.07 Due Diligence Materials. Sellers have provided certain documents which relate to the operations and financial conditions of the Business, which are herein referred to as "*Due Diligence Materials*." Prior to the Execution Date, Buyer has been provided access to the Due Diligence Materials. Until the Effective Time, Sellers will continue to cooperate in providing information to Buyer as requested, in a timely manner, but is under no obligation to create documents or provide any related documents which are outside those in the possession or control of Sellers. Buyer acknowledges that certain Due Diligence Materials may be limited to summaries, or otherwise contain redactions, if the Sellers reasonably believe the disclosure of such information would be a violation of Law protecting the personal, financial or protected health information of any resident or patient or affiliate of a resident or patient, including, but not limited to, all Laws adopted under the Health Insurance Portability and Accountability Act. Buyer expressly acknowledges that (i) it has completed its due diligence as of the Execution Date and (ii) no due diligence contingency exists with respect to Buyer's obligations under this Agreement.

Section 5.08 Fitness for and Timing for Application for Obtaining Permits and Regulatory Approvals. Buyer has no knowledge of any material fact or other information related to Buyer or any of its Affiliates which could be reasonably expected to have an adverse impact on Buyer's or its designees' ability to obtain the Permits and Regulatory Approvals. To Buyer's Knowledge, it has been in material compliance with healthcare regulatory laws and has not received any communication from a governmental authority or third-party payors that would prohibit or delay the Buyer from consummating the transaction contemplated herein or obtaining the Permits and Regulatory Approvals necessary to operate the Business. Buyer shall have applied for (or caused its designees to apply for) all Permits and Regulatory Approvals which may be applied for prior to Closing no later than five (5) Business Days after the entry of the Sale Order.

Section 5.09 License. Buyer acknowledges that the Business operations are regulated by local, state, or federal Laws and are conducted under a license or licenses issued or authorized by the applicable state of operation of the applicable Seller. Buyer acknowledges that Buyer shall be responsible, at Buyer's sole cost and expense, for obtaining any and all governmental or quasi- governmental approvals necessary for Buyer's intended use or development of the Real Property, including but not limited to, its licensing of the facilities or ancillary businesses by the applicable state and any platting or zoning, and other such matters; provided that Sellers shall cooperate with Buyer in connection with its application for such licenses.

Section 5.10 Disclaimers; Releases and Limitations. Buyer represents and warrants to Sellers that Buyer is a knowledgeable, experienced, and sophisticated buyer of real estate and/or senior living facilities. Buyer acknowledges that, except for the representations and warranties made by Sellers in this Agreement or the OTA, Buyer has not relied upon and will not rely upon, either directly or indirectly, any statement of Sellers or any of their officers, directors, trustees, agents, employees, or other person acting or purporting to act on behalf of Sellers.

Section 5.11 No Other Warranty. Without in any manner limiting the provisions of the preceding paragraph or elsewhere in this Agreement, as a material part of the consideration for this Agreement, Sellers and Buyer agree that Buyer is taking the property “as-is”, “where-is” and “with all faults” and with any and all latent and patent defects and that there is no warranty or representation, express or implied, of any kind or nature (including, without limitation, warranties with respect to habitability, marketability, use or fitness for a particular purpose) made by Sellers with respect to the property (except for the representations of Sellers expressly set forth in Article IV hereof), all other representations and warranties, both express and implied, are hereby expressly disclaimed and denied. Buyer acknowledges that it has been given adequate time to conduct whatever examination, evaluations, inspections, reviews, studies or tests of the property and its condition as Buyer may desire or determine warranted, and that Buyer is not relying on any representation, warranty, statement or other assertion with respect to the property or its condition or any other matter by Sellers or any of Sellers’ officer, director, trustee, agent, employee, attorney or other person acting or purporting to act on behalf of any Seller or any of its Affiliates, but Buyer is relying solely on its own examination, evaluations, inspections, reviews, studies or tests of the property. Without limiting the provisions of preceding paragraphs and this Agreement, Buyer expressly releases and discharges each Seller, its respective Affiliates, members, partners, officers, directors, shareholders, employees, attorneys, agents, brokers, and contractors from any and all obligations, claims, administrative proceedings, judgements, damages, fines, costs, and liabilities arising out of or relating to the physical condition of the property or any portion thereof, including, without limitation any latent or patent construction defects, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Purchased Assets.

ARTICLE VI COVENANTS

The Buyer and each Seller as to itself shall take the following actions and comply with the following obligations prior to the Closing:

Operation of the Businesses. From the Execution Date until the Closing, except as otherwise provided in this Agreement or consented to in writing by Buyer, Sellers shall conduct the Business(es) in the ordinary course of business consistent with past practice, subject to applicable limitations and requirements of the Bankruptcy Code and except as otherwise necessary or reasonable to consummate the transactions contemplated herein.

Section 6.02 Access to Information, Books and Records. Seller will permit representatives of Buyer to have reasonable access to the Facility premises and personnel during normal business hours, as well as the books and records of Seller to the extent relating to the Facility, as may be reasonably necessary to

comply with the obligations of the Buyer under this Agreement, to facilitate Borrower's review and inspection of the Purchased Assets. The timing and frequency of such access shall be coordinated with Seller in all cases, and Seller shall have a right to be present during all such access. Buyer shall not interfere with the normal business operations of Seller in any material respect.

Section 6.03 Notice of Developments. Seller shall give prompt written notice to Buyer of any material adverse development causing a material breach of any of the representations and warranties in Article IV above. Buyer shall give prompt written notice to Seller of any material adverse development causing a breach of any of the representations and warranties in Article V above. No disclosure by any of the Parties pursuant to this Section, however, shall be deemed to amend or supplement any Schedule to this Agreement or to prevent or cure any misrepresentation, breach of warranty, or breach of covenant.

Section 6.04 Casualty; Condemnation. As used herein, the term "*Casualty Loss*" means any destruction by fire, storm or other casualty, or any taking or pending or threatened taking, in condemnation or under the right of eminent domain, of any of the Purchased Assets, or a portion thereof, in each case, prior to the Effective Time. Sellers shall promptly give Buyer written notice (a "*Casualty Notice*") of any Casualty Loss of which Sellers becomes aware. To the extent such Casualty Loss exceeds \$1,500,000 in cost, Buyer shall have the option, which must be exercised within ten (10) days after its receipt of the Casualty Notice, to terminate this Agreement or to proceed with the Closing. If Buyer elects to terminate this Agreement, the Escrow Deposit shall be returned to Buyer and all rights, duties, obligations and liabilities created hereunder shall cease. If Buyer elects to proceed with Closing (or if the Casualty Loss is less than \$500,000), Buyer shall acquire the Purchased Assets in accordance with the terms hereof without a credit against the Purchase Price and Sellers shall transfer to Buyer all of their rights to unpaid insurance proceeds, claims, awards and other payments arising out of such Casualty Loss with a credit for any deductible and pay to Buyer all sums paid to Sellers as insurance proceeds, awards or other payments arising out of such Casualty Loss less any amounts Sellers have paid to repair or mitigate such Casualty Loss. Sellers shall not voluntarily compromise, settle or adjust any amounts payable by reason of any Casualty Loss without first obtaining the written consent of Buyer, such consent not to be unreasonably withheld, conditioned, or delayed.

Section 6.05 Bankruptcy Actions.

- (a) Prior to the Execution Date, the Sellers and their co-debtor Affiliates filed the Sale Motion seeking, among other things, entry of the Sale Order in substantially the form attached hereto as Exhibit 6.05(a). Buyer acknowledges that the entry of any Order is subject to approval of the Bankruptcy Court.
- (b) Sellers shall comply with all of their respective obligations under (i) the Bid and Sale Procedures Order and (ii) the Sale Order (after the entry of same by the Bankruptcy Court).
- (c) Sellers shall use commercially reasonable efforts to comply (or obtain an Order from the Bankruptcy Court waiving compliance) with all requirements under the Bankruptcy Code and applicable Bankruptcy Rules in connection with obtaining approval of the sale of the Purchased Assets under this Agreement, including serving on all required Persons in the

Bankruptcy Case (including (i) all Persons who are known to possess or assert a Lien against any of the Purchased Assets, (ii) the Internal Revenue Service, (iii) all state attorneys general, local realty enforcement agencies and local government entities with taxing authority or the power to approve or consent to the issuance or transfer of the Permits and Regulatory Approvals, and (iv) all other Persons required by any Order of the Bankruptcy Court (including any omnibus notice or case management Order entered in the Bankruptcy Case), notice of the Sale Motion, the Sale Hearing and the objection deadline in accordance with Rules 2002, 6004, 6006 and 9014 of the Bankruptcy Rules, the Bid and Sale Procedures Order or other Orders of the Bankruptcy Court, and any applicable local rules of the Bankruptcy Court.

(d) Within five (5) days after the Execution Date and preferably by the Execution Date, Buyer shall provide a copy of Schedule 6.05, which schedule can be modified by the Buyer by removing from such schedule any Assumed Contract (as defined below) up to ten (10) days before the Closing Date, identifying (i) all Contracts that Buyer wishes to be assumed by Sellers and assigned by Sellers to Buyer at Closing (the “*Assumed Contracts*”); and (ii) all Contracts that Buyer will not be seeking to have assigned by Sellers (the “*Rejected Contracts*”). Sellers shall move to assume and assign to Buyer, effective as of the Effective Time, any Assumed Contract that is designated on or before the fifth day after the Execution Date by Buyer to Seller. After the Closing Date, Sellers shall be released from any further liability under such Assumed Contracts as provided for under Section 365(k) of the Bankruptcy Code. Notwithstanding anything in this agreement to the contrary, Buyer shall not assume any of the Seller’s contracts, including any employment agreements or union contracts. Buyer will assume all payor programs and residency agreements (and entrance fee agreements).

(ii) Buyer shall assume all obligations from and after the Closing Date under Assumed Contracts, and at such time as is required by the Bankruptcy Court in the Sale Order, shall pay cash or other acceptable consideration to the third party (or parties) to the applicable Assumed Contract in order to cure the monetary defaults and satisfy any pecuniary obligations of Sellers (or obtain waivers with respect thereto) with respect to the Business, and to provide adequate assurance of future performance under the Assumed Contracts.

Section 6.06 Maintenance of Insurance. From the Execution Date until the Effective Time, Sellers shall keep in full force and effect all insurance coverages existing on the Execution Date.

Section 6.07 Commercially Reasonable Efforts. From the Execution Date until the Closing, each party hereto shall use commercially reasonable efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in Article VII hereof. Additionally, Buyer shall, within five (5) Business Days after entry of the Sale Order, submit the necessary applications (which may be submitted prior to Closing) to the applicable regulatory authorities to obtain such Permits and Regulatory Approvals as are needed to consummate the sale (with copies of such applications promptly provided to Sellers) and shall diligently and expeditiously follow up on and pursue such Permits and Regulatory Approvals. Further, Buyer agrees to provide copies of all material correspondence between Buyer and any regulatory agency,

or similar body, with respect to such applications to Seller and the Bond Trustee within two (2) Business Days of Buyer's receipt of same.

Section 6.08 Public Announcements. Unless otherwise required by applicable Law (based upon the reasonable advice of counsel), no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed), and the parties shall cooperate as to the timing and contents of any such announcement. Disclosures made to the Bankruptcy Court or in pleadings filed with the Bankruptcy Court or in other related notices shall not be considered a public announcement.

Section 6.09 Bulk Sales Laws. The parties hereby waive compliance with with the provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer.

Section 6.10 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value added, and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the other Transaction Documents (including any real property transfer Tax and any other similar Tax) shall be borne and paid by Buyer when due. Buyer shall, at its own expense, timely file any tax return or other document with respect to such Taxes or fees (and Seller shall cooperate with respect thereto as necessary).

Section 6.11 Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute, and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents.

Section 6.12 Good Faith. Each party agrees, in the exercise of good faith and fair dealing, to take actions necessary or appropriate to satisfy all conditions to closing and to consummate the Closing under this Agreement. Each party agrees to provide prompt notice to the other party of any circumstance or condition which such party has reason to believe may cause a condition of the Closing not to be fulfilled or otherwise create any impediment to the Closing.

Section 6.12 CCRC. Sellers represent, warrant and covenant that (i) the Facilities are each a continuing care retirement community ("**CCRC**") and that Sellers holds valid licenses therefor, (ii) Sellers have not submitted the annual filings for calendar year 2023 which are necessary to maintain the Facilities' CCRC status and license, and (iii) Sellers agree to make all necessary filings to maintain the Facilities' CCRC status and license such that the Facilities shall be CCRCs and have valid CCRC licenses in good standing as of the Closing Date.

ARTICLE VII
CONDITIONS PRECEDENT TO THE OBLIGATIONS OF BUYER AND SELLER

Section 7.01 Conditions to Obligations of All Parties. The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

- (a) No governmental authority shall have enacted, issued, promulgated, enforced or entered any governmental order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal or otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof;
- (b) The Bankruptcy Court shall have entered the Sale Order approving the sale to the Buyer which shall be a Final Order unless such finality is mutually waived by the Buyer and the Sellers; and
- (c) Buyer's designees shall received all Permits and Regulatory Approvals that are set forth on Schedule 4.07.

Section 7.02 Seller's Conditions. All obligations of the applicable Seller which are to be discharged under this Agreement effective as of the Closing Date are subject to the satisfaction, on or before the Closing Date, of each of the following conditions unless expressly waived in writing by the applicable Seller at or prior to the Closing:

- (a) All of the representations and warranties of Buyer contained in Article V of this Agreement shall be true and correct in all material respects as of the Execution Date, and shall be deemed to have been made again on and as of the Closing Date and shall be true and correct in all material respects on and as of the Closing Date.
- (b) Buyer shall have performed or complied in all respects with all covenants and conditions required by this Agreement to be performed or complied with by it on or before the Closing Date.
- (c) The Consents shall have been obtained (or, if not obtainable before Closing, request shall have been made and Seller shall have received reasonably satisfactory assurances that they will be granted after the Closing) and are in form and substance reasonably satisfactory to Seller (the "Material Consents");
- (d) All Regulatory Approvals shall have been obtained, except for any documents required to be filed, or consents, authorizations, orders or approvals required to be issued, after the Closing Date.
- (e) No Action or proceeding shall have been instituted against, and no order, decree or judgment of any Government Entity shall be pending against, Buyer or Seller which seeks

to, or would, render it unlawful as of the Closing Date to effect the transfer of the Purchased Assets, and no such action shall seek damages or injunctive relief by reason of the transactions contemplated hereby. Also, no substantive legal objection to the transactions contemplated by this Agreement shall have been received from or threatened by any Government Entity.

- (f) Buyer shall not (i) be in receivership or dissolution, (ii) have made any assignment for the benefit of creditors, (iii) admitted in writing its inability to pay its debts as they mature, (iv) have been adjudicated as bankrupt, or (v) have filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the federal bankruptcy law or any other similar law or statute of the United States or any state, nor shall any such petition have been filed against Buyer.
- (g) Buyer shall have made the deliveries required to be made by it under Section 3.03 hereof.
- (h) All certificates and documents delivered to Seller pursuant to this Agreement shall be satisfactory in form and substance to Seller acting reasonably and in good faith.
- (i) The Sale Order shall have been entered by the Bankruptcy Court.
- (j) New Operator has fully performed all covenants to be performed prior to Closing under the OTA and has not breached any of their representations or warranties thereunder, and all conditions precedent to the closing of the OTA have been satisfied.
- (k) The Buyer shall have delivered the Purchase Price.

Section 7.03 Buyer's Conditions. All obligations of Buyer which are to be discharged under this Agreement effective as of the Closing Date are subject to the satisfaction, on or before the Closing Date, of each of the following conditions unless expressly waived in writing by Buyer at or prior to the Closing:

- (a) All of the representations and warranties of the applicable Seller contained in Article IV of this Agreement shall be true and correct in all material respects as of the Execution Date, and shall be deemed to have been made again on and as of the Closing Date and shall be true and correct in all material respects on and as of the Closing Date.
- (b) The applicable Seller shall have performed or complied in all respects with all covenants and conditions required by this Agreement to be performed or complied with by it on or before the Closing Date.
- (c) All Regulatory Approvals shall have been obtained, except for any documents required to be filed, or consents, authorizations, orders or approvals required to be issued, after the Closing Date. Buyer shall have obtained documentation or other evidence satisfactory to Buyer in its reasonable discretion that Buyer has:

- (i) Buyer shall have received approval from all Government Entities and third-party payors necessary to allow Buyer to conduct the Business and operate the Facility subsequent to Closing;
- (ii) Buyer shall have received confirmation from all applicable Government Entities that, upon the Closing, all licenses required by law to operate the Facility as currently operated will be transferred to, or issued or reissued in the name of, Buyer (or its Affiliates, as directed by Buyer).
- (d) No Action or proceeding shall have been instituted against, and no order, decree or judgment of any Government Entity shall be pending against, Buyer or Seller which seeks to, or would, render it unlawful as of the Closing Date to effect the transfer of the Purchased Assets, and no such action shall seek damages or injunctive relief by reason of the transactions contemplated hereby. Also, no substantive legal objection to the transactions contemplated by this Agreement shall have been received from or threatened by any Government Entity.
- (e) The applicable Seller shall have made the deliveries required to be made by it under Section 3.02.
- (f) Sellers have fully performed all covenants to be performed prior to Closing under the OTA and has not breached any of their representations or warranties thereunder, and all conditions precedent to the closing of the OTA have been satisfied.
- (g) All certificates and documents delivered to Buyer pursuant to this Agreement shall be satisfactory in form and substance to Buyer acting reasonably and in good faith.
- (h) Neither this Agreement, the Bid and Sale Procedures Order nor the Sale Order shall have been materially modified from the form set forth in the Exhibits attached hereto.
- (i) Title Company shall be irrevocably committed to issue ALTA 2006 Owner's Policy of Title Insurance covering the Real Property to Buyer, subject only to the Permitted Exceptions.
- (j) Facilities shall be CCRCs and have valid CCRC licenses in good standing as of the Closing Date.
- (k) There shall have occurred no Material Adverse Effect with respect to the Facilities.
- (l) The Sale Order shall have been entered by the Bankruptcy Court.

**ARTICLE VIII
ADDITIONAL AGREEMENTS**

Section 8.01 Facility Employees.

- (a) Immediately prior the Effective Time, the applicable Seller shall terminate all its Facility Employees remaining in Seller's employ on the Closing Date and, as of the Effective Time, Buyer or its designee(s) shall offer employment to substantially all such Facility Employees on an at-will basis and subject to Buyer's pre-employment screenings and employment practices, policies and procedures (all such Seller Employees hired by Buyer shall be collectively referred to as the "**Hired Employees**"). Buyer or its designee shall have the right to meet with and interview the Facility Employees at least thirty (30) days prior to the Closing Date. Following the Effective Time, Buyer shall provide a standard package of benefits and other terms and conditions of employment to the Hired Employees at substantially the same levels as those offered by Sellers immediate prior to the Closing Date.
- (b) Buyer shall offer immediate employment to substantially all of the Facility Employees, such that no period of unemployment shall occur between employment with the Sellers and employment with Buyer, and such that there will be no violation of the WARN Act or any comparable state or local laws, with such employment with the Buyer to commence as of the Effective Time. If Buyer fails to offer immediate employment to substantially all of the Facility Employees, Buyer acknowledges and agrees that it shall be responsible for the payment of any amounts or liabilities arising or due under the WARN Act or any comparable state or local laws arising from such failure. In furtherance and not in limitation of the foregoing, Buyer shall treat prior service with Sellers reflected in the information provided above as service with Buyer for purposes of determining eligibility to participate and vesting in all benefits programs maintained by Buyer. Sellers shall cooperate with Buyer in providing information reasonably requested by Buyer to facilitate hiring and establishing benefits for Hired Employees who accept employment with Buyer. This Agreement shall not be deemed to create or grant to any Facility Employee any third-party beneficiary rights or claims or any cause of action of any kind or nature.
- (c) The applicable Seller shall provide Buyer, at least ten (10) days prior to the Closing Date, a schedule setting forth, for each of the Facility Employees, an estimated amount of accrued but unused paid time off, together with any associated taxes (including any accrued vacation, sick and holiday time) (collectively, the "**Accrued PTO**") and the estimate aggregate value of the Accrued PTO as of the Effective Time. Sellers shall provide Buyer, on the Closing Date, with an update schedule reflecting actual Accrued PTO amounts as of the Effective Time. Buyer shall assume the Accrued PTO liability, as updated on the Closing Date, with respect to the Hired Employees and Buyer will, thereafter, be responsible for paying the Hired Employees for their use of their Accrued PTO during their employment with Buyer and upon the termination of their employment with Buyer in accordance with the Buyer's or its designee's employment practices. Seller shall pay on the Closing Date all other accrued but unpaid payroll obligations, including without limitation, salaries, wages, benefits and insurance premium obligations as of the Closing Date.

- (d) Buyer shall provide COBRA continuation coverage (within the meaning of Section 4980B of the Internal Revenue Code and U.S. Treasury regulations thereunder) to all Facility Employees who are “M&A qualified beneficiaries” (within the meaning of Treasury Regulation Section 54.4980B-9, Q&A-4) for the duration of the period to which such Facility Employees are entitled to such coverage.

Section 8.02 Misdirected Payments. From and after the Closing, if any Seller or any of its respective Affiliates receives any right, property or asset that is a Purchased Asset, the applicable Seller shall promptly transfer or cause such of its Affiliates to transfer such right, property or asset (and shall promptly endorse and deliver any such asset that is received in the form of cash, checks or other documents) to Buyer, and such asset will be deemed the property of Buyer held in trust by such Seller for Buyer until so transferred. From and after the Closing, if Buyer or any of its Affiliates receives any right, property or asset that is an Excluded Asset, Buyer shall promptly transfer or cause such of its Affiliates to transfer such asset (and shall promptly endorse and deliver any such right, property or asset that is received in the form of cash, checks, or other documents) to the applicable Seller, and such asset will be deemed the property of such Seller held in trust by Buyer for such Seller until so transferred.

ARTICLE IX TERMINATION

Section 9.01 Termination Prior to Closing.

- (a) This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing:
- (i) By the mutual written consent of Buyer and the Sellers;
 - (ii) By Buyer, by written notice to Sellers, if: (x) Buyer is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Sellers pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article VII, and such breach, inaccuracy or failure has not been cured by Sellers within ten (10) days of Sellers’ receipt of written notice of such breach; or (y) any of the conditions set forth in Section 7.01 or Section 7.02 shall not have been, or it becomes apparent that any of such conditions will not be, satisfied by the date that is forty-five (45) days following the date on which the Sale Order is entered (the “*Conditions Satisfaction Deadline*”), unless such failure shall be due to the failure of Buyer to perform or comply with any of its representations, warranties or covenants contained in this Agreement and to be performed or complied with by Buyer prior to the Closing;
 - (iii) By the Sellers, by written notice to Buyer, if: (x) Sellers are not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Buyer pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article VII, and such breach, inaccuracy or failure has not been cured by Buyer within ten (10) days of Buyer’s receipt of written notice of such breach; (y) any of the conditions set forth in Section 7.01 or Section 7.03 shall not have been, or it becomes apparent that any of such conditions will not be, satisfied Conditions Satisfaction Deadline, unless such failure shall be due to the failure of Sellers to perform or comply with any of their representations, warranties or covenants contained in this Agreement and to be performed or complied with by Sellers prior to the Closing;

(iv) By either the Sellers or Buyer in the event the Closing shall not have occurred on or before the Outside Closing Date (which Outside Closing Date may be extended by mutual agreement of Buyer and Seller), unless such delay is the result of an action or omission by the Party wishing to terminate this Agreement pursuant to this subsection.

(v) By Buyer or Sellers if (x) the Sale Order is not entered by November 30, 2024 or (y) any Seller sells, transfers, leases or otherwise disposes of, directly or indirectly, including through an asset sale, stock sale, merger or other similar transaction, all or substantially all of its Business or the Purchase Assets in a transaction or series of transactions with one or more Person in accordance with the Bid and Sale Procedures Order (such event, an “*Alternative Transaction*”); provided that, upon termination under this provision in connection with the occurrence of an Alternative Transaction, Sellers, in accordance with the Bid and Sale Procedures Order, shall pay to Buyer, upon and as a condition to the consummation of the Alternative Transaction, from the proceeds of such Alternative Transaction, an amount in cash equal to (i) EIGHT HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$825,000.00) (the “*Break-Up Fee*”) and (ii) Buyer’s actual, documented, reasonable, out-of-pocket costs and expenses in an amount not to exceed THREE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$330,000.00).

Section 9.02 Effect of Termination.

- (a) In the event of the termination of this Agreement in accordance with this Article IX, this Agreement shall forthwith become void and there shall be no liability on the part of any Party hereto, except (i) as expressly set forth herein, (ii) in the event of termination pursuant to Section 9.01(a)(i), 9.01(a)(ii) (subject to such failure to meet a condition or delay thereunder not being a result of Buyer’s breach), 9.01(a)(iv) or 9.01(a)(v), Buyer shall, within five (5) Business Days, be refunded the Escrow Deposit, and such refund shall be Buyer’s sole and exclusive remedy with respect to this Agreement and the transactions contemplated herein; and (iii) in the event of termination by the Sellers pursuant to Section 9.01(a)(iii) (subject to such failure to meet a condition or delay thereunder not being a result of Sellers’ breach), Sellers shall retain the Escrow Deposit as liquidated damages and as Sellers’ sole and exclusive remedy with respect to this Agreement and transactions contemplated herein. With respect to the foregoing clause (iii) and retention by the Sellers of the Escrow Deposit as liquidated damages, Sellers and Buyer agree that Sellers’ actual damages would be extremely difficult or impracticable to determine, and that the amount of the Escrow Deposit is a reasonable estimate of the damages that Sellers would incur in such event.
- (b) Upon termination of this Agreement, the rights and obligations of the Parties under this Agreement shall likewise terminate, except that those obligations set forth in Section 10.01 and Section 10.02 shall survive termination of this Agreement.

ARTICLE X MISCELLANEOUS

Section 10.01 Confidentiality. It is understood by the Parties hereto that the information, documents, and instruments delivered to Buyer by the applicable Seller and its agents and the information, documents and instruments delivered to the applicable Seller by Buyer and its agents are of a confidential and proprietary

nature. Each of the Parties hereto agrees that both prior and subsequent to the Closing it will maintain the confidentiality of all such confidential information, documents or instruments in connection with the negotiation of this Agreement or in compliance with the terms, conditions and covenants hereof and will only disclose such information, documents and instruments to its duly authorized officers, members, directors, representatives, and agents (including consultants, attorneys and accountants of each party) and applicable governmental authorities in connection with any required notification or application for approval or exemption therefrom; provided, however, that the foregoing restriction shall not apply to any information that is, through no fault of the applicable party, publicly known or which is lawfully obtained from a third party, or to any disclosure required by any legal requirement or in connection with the enforcement of each Seller's or Buyer's rights under this Agreement. Nothing in this Section, however, shall prohibit the use of such confidential information, documents or information for such governmental filings as in the opinion of Seller's counsel or Buyer's counsel are required by law or governmental regulations or are otherwise required to be disclosed pursuant to applicable state law or the filing of this Agreement with the Bankruptcy Court or pursuant to any Order of the Bankruptcy Court, including, without limitation, the Bid and Sale Procedures Order.

Section 10.02 Cost of Transaction. Whether or not the transactions contemplated hereby shall be consummated, the Parties agree as follows, except as expressly provided herein: (a) the applicable Seller shall pay the fees, expenses and disbursements of such Seller and its Affiliates and their agents, representatives, accountants, and legal counsel incurred in connection with the subject matter hereof and any amendments hereto; (b) Buyer shall pay the fees, expenses and disbursements of Buyer and its Affiliates and their agents, representatives, accountants and legal counsel incurred in connection with the subject matter hereof and any amendments hereto; and (c) in the event the Closing occurs, Buyer shall pay any state or local recording fees, deed, stamp, or other transfer taxes, filing fees, associated with or assessed in connection with the conveyance of any of the Purchased Assets.

Section 10.03 Announcements. The content of any communications to the public relating to the transaction that is the subject of this Agreement including, but not limited to, any letters to patients regarding such transaction, shall be mutually agreed to by Buyer and the applicable Seller.

Section 10.04 Tax and Medicare Effect. Except as provided herein, none of the Parties (nor such Parties' counsel or accountants) has made or is making any representations to any other Party (nor such party's counsel or accountants) concerning any of the tax, Medicare or Medicaid effects of the transactions provided for in this Agreement as each Party hereto represents that each has obtained, or may obtain, independent tax, Medicare and Medicaid advice with respect thereto and upon which it, if so obtained, has solely relied.

Section 10.05 Survival. The obligations, representations or warranties which by their nature or content would continue beyond the Closing or the expiration or termination of this Agreement shall survive the Closing or any expiration or termination of this Agreement to the extent specifically provided for herein.

Section 10.06 Notices. All notices, demands and other communications required or permitted hereunder shall be deemed sufficiently given if delivered in person, mailed by certified mail, postage prepaid, or sent

via nationally recognized overnight carrier, as well as being sent simultaneously by e-mail, addressed as follows:

If to Buyer: Ambassador Care Propco LLC
32 Cross Street, Suite 202
Lakewood, New Jersey 08701
Email: pinny@rivertoncap.com
Attn: Menachem Kofman

Copy to: Koss & Schonfeld LLP
Attn: Allen V. Koss, Esq.
160 Broadway, 8th Floor
New York, New York
avk@kandsllp.com

If to Seller: c/o Christian Horizons
Attn: Kate Bertram, President and Shawn O’Conner, CRO
Two City Place Drive, 2nd Floor
St. Louis, Missouri 63141
Email: kbertram@chliving.org
sconner@hcmpllc.com

Copy to: Dentons US LLP
Attn: Thomas Vandiver
101 South Hanley, Suite 600
St. Louis, Missouri 63105
Email: thomas.vandiver@dentons.com

or to such other address as either Party may designate by notice to the other Parties.

Section 10.07 Assignment. Neither Party may assign its rights or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided that Buyer may assign this Agreement to one or more of its Affiliates without Seller’s consent but upon at least 5 days’. Any attempted assignment in violation of this section shall be deemed void and of no force or effect, and a non-curable breach of this Agreement. Buyer may take title to certain or all assets at Closing through a nominee.

Section 10.08 Successors and Assigns. This Agreement shall inure to the benefit of and bind the respective permitted successors and assigns of the Parties hereto. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the Parties to this Agreement or their respective successors or permitted assigns any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein, it being the intention of the Parties to this Agreement that the Agreement be for the sole and exclusive benefit of such Parties or such successors and assigns and not for the benefit of any other person. Notwithstanding the foregoing, the Parties expressly acknowledge the rights of and benefits accruing to the Bond Trustee hereunder.

Section 10.09 Governing Law; Venue. The validity and construction of this Agreement shall be governed by the laws of the State of Missouri without regard to the conflicts of law rules thereof. The Parties hereby consent to jurisdiction and venue in the Federal or State courts situated in St. Louis County, Missouri including while the Chapter 11 cases are pending, the exclusive jurisdiction of the Bankruptcy Court, and hereby waive any objection to the jurisdiction of, or the venue of any action instituted in, such courts.

Section 10.10 Attorneys' Fees. If legal action is commenced to enforce this Agreement, each Party shall pay its own costs and attorneys' fees in connection with any such action.

Section 10.11 Severability. If any provision of this Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision, and, to this end, the provisions hereof are severable.

Section 10.12 Section Headings. The Section headings are for reference only and shall not limit or control the meaning of any provision of this Agreement.

Section 10.13 Waiver. No delay or omission on the part of any Party in exercising any right hereunder shall operate as a waiver of such right or any other right under this Agreement.

Section 10.14 Amendments. This Agreement may be amended, but only in a writing signed by all Parties hereto and subject to any requisite approval by the Bankruptcy Court.

Section 10.15 Exhibits and Schedules. All Exhibits and Schedules referred to in this Agreement are integral parts of this Agreement and are hereby incorporated into this Agreement as if fully set forth herein, and all statements appearing therein shall be deemed to be representations.

Section 10.16 Entire Agreement. This Agreement, the Exhibits and the Schedules delivered pursuant hereto and the OTA constitute the entire contract between the Parties hereto pertaining to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether written or oral, of the Parties, and there are no representations, warranties or other agreements between the Parties in connection with the subject matter hereof or thereof, except as specifically set forth herein or therein. The Parties specifically acknowledge that in entering into and executing this Agreement, the Parties rely solely upon the representations and agreements contained in this Agreement and the OTA, and all prior representations or agreements, whether written or verbal, not expressly incorporated herein are superseded.

Section 10.17 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall comprise one and the same instrument. Signature pages exchanged by email shall be fully binding on the Parties.

Section 10.18 WAIVER OF JURY TRIAL. BUYER, AND SELLER HEREBY WAIVE ANY RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM IN CONNECTION WITH ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY CONTRACT OR INSTRUMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, EVENTS LEADING UP TO THE


EXECUTION OF THIS AGREEMENT, THE PARTIES' PERFORMANCE OF THIS AGREEMENT, OR ANY CLAIM OF INJURY OR DAMAGE RELATING TO THE FOREGOING OR THE ENFORCEMENT OF ANY REMEDY HEREUNDER.

[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Asset Purchase Agreement as of the Execution Date.

BUYER:

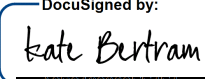
AMBASSADOR HEALTHCARE LLC,
An Indiana limited liability company

By: 

Menachem Kofman, Manager

SELLER:

CROWN POINT CHRISTIAN VILLAGE, INC.,
an Indiana not-for-profit corporation

By: 
A9B9169339EE4F4...
Kate Bertram
President and Chief Executive Officer

HOOSIER CHRISTIAN VILLAGE, INC.,
an Indiana not-for-profit corporation

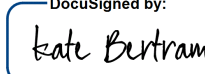
By: 
A9B9169339EE4F4...
Kate Bertram
President and Chief Executive Officer

Exhibit 3.02(a)

BILL OF SALE OF PERSONAL PROPERTY

This Bill of Sale is made and executed as of the ____ day of _____, 2024, by and between _____, a[n] [Illinois][Indiana][Iowa][Missouri] [not-for-profit][nonprofit] corporation] [limited liability company] (“**Seller**”) and _____, a[n] _____ (“**Buyer**”).

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of [____], 2024 by and between Seller and Buyer (the “**Purchase Agreement**”), Seller has agreed to sell to Buyer free and clear of all liens and encumbrances, except with respect to any lien or encumbrance arising out of or related to any liability of Seller expressly assumed by Buyer pursuant to the Purchase Agreement, and Buyer has agreed to purchase from Seller, all of Seller’s right, title and interest in and to the Purchased Assets, as that term is defined in the Purchase Agreement, for the consideration in the amount and on the terms provided therein.

NOW THEREFORE, in consideration of the premises and of the mutual representations, warranties, covenants and agreements set forth herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Capitalized Terms.** All capitalized terms used and not otherwise defined in this Bill of Sale shall have the meanings ascribed to them in the Purchase Agreement.
2. **Sale and Transfer of Acquired Assets.** Seller hereby sells, assigns, transfers, conveys, grants and delivers to Buyer, free and clear of all liens and encumbrances, except with respect to any lien or encumbrance arising out of or related to any liability of Seller expressly assumed by Buyer pursuant to the Purchase Agreement, all of Seller’s right, title and interest in and to the Purchased Assets.
3. **Warranty of Ownership.** Seller warrants that Seller is the legal owner of the Purchased Assets and that the Purchased Assets are transferred free and clear of all liens and encumbrances, except with respect to any lien or encumbrance arising out of or related to any liability of Seller expressly assumed by Buyer pursuant to the Purchase Agreement.
4. **Further Acts Required.** Seller covenants that at the request of Buyer it will promptly do or cause to be done all such further acts, and shall execute and deliver, or cause to be executed and delivered, all transfers, assignments and conveyances, evidences of title, notices, consents and assurances necessary or desirable to put Buyer in actual possession and control of the Purchased Assets, or as Buyer shall reasonably require to better assure and confirm title of Buyer to the Purchased Assets.
5. **Purchase Agreement.** Nothing in this Bill of Sale shall be deemed to supersede, enlarge or modify any of the provisions of the Purchase Agreement, all of which survive the execution and delivery of this Bill of Sale as provided and subject to the limitations set forth in the Purchase Agreement. If any conflict exists between the terms of this Bill of Sale and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

6. Notices. All notices or other communications or deliveries provided for under this bill of sale shall be given as provided in the Purchase Agreement.

7. Caption Headings and Construction of Agreement. The caption headings are used in this bill of sale only as a matter of convenience and for reference and do not define, limit or describe the scope of this bill of sale nor the intent of any provisions.

8. Applicable Law. This bill of sale is made and entered into in the State of [Illinois][Indiana][Iowa][Missouri] and shall be construed and enforced in accordance with the laws of such state.

9. Successors and Assigns. The provisions of this Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed under seal in its name as of the date first above written.

SELLER:

_____,
a[n] [Illinois][Indiana][Iowa][Missouri][not-for-profit][nonprofit]
corporation

By: _____
[Name]
[Title]

Exhibit 3.02(b)

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “**Agreement**”) is made and entered into as of the ____ day of _____, 2024 (the “**Effective Date**”), by and between by and between _____, a[n] [Illinois][Indiana][Iowa][Missouri] [not-for-profit][nonprofit] corporation] (hereinafter referred to as “**Assignor**”) and _____, a[n] _____ (hereinafter referred to as “**Assignee**”).

WHEREAS, pursuant to that certain Asset Purchase Agreement dated _____, 2024, (the “**Purchase Agreement**”) by and between Assignor and Assignee, Assignor is selling and conveying to Assignee certain of Assignor’s assets (the “**Assets**”) used in connection with Assignor’s operation of _____, a senior living community located in _____, [Illinois][Indiana][Iowa][Missouri] (the “**Facility**”);

WHEREAS, in connection with the sale, Assignor has agreed to assign to Assignee all of Assignor’s right, title and interest in and to executory contracts and certain intangible assets of Assignor used in connection with Assignor’s operation of the Facility (the “**Assignor’s Business**”), and Assignee has agreed to assume all of the duties and obligations of the Assignor with respect to such executory contracts and intangible assets arising from and after the date hereof; and

WHEREAS, also pursuant to the Purchase Agreement, Assignee has agreed to assume certain liabilities and obligations of Assignor to the extent expressly set forth therein (the “**Assumed Liabilities**”).

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) paid by Assignee to Assignor, the receipt of which is hereby acknowledged, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns to Assignee all of its right, title and interest in and to executory contracts identified in Exhibit “A” attached hereto and incorporated herein by this reference (the “**Executory Contracts**”), and further assigns and delegates to Assignee all of Assignor’s rights, duties, obligations and covenants contained in such Executory Contracts which arise and relate to the period after the date hereof. Assignee hereby assumes and agrees to perform and discharge all duties, obligations and covenants contained in the Executory Contracts which arise and relate to the period after the date hereof.

2. Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in, to and under the following intangible property owned by Assignor and used in connection with Assignor’s Business (collectively, the “**Intangibles**”):

a. All licenses, permits, certifications, certificates of need, and accreditations held by Assignor relating to the ownership, development and operation of Assignor’s Business (including any applications and pending approvals), to the extent assignable (the “**Licenses**”);

b. All intellectual property used in the operation of Assignor's Business, facilities and properties (the "*Intellectual Property*"), including, but not limited to, the items listed on Exhibit "B" attached hereto and incorporated herein by this reference;

c. All paper and/or electronic resident records relating to Assignor's past and present residents of the Facility;

d. All manufacturers' and vendors' warranties relating to the Purchased Assets, to the extent transferable, and rights and claims that may be asserted by (but not against) Assignor related to the Purchased Assets;

e. All personnel records relating to employees of Assignor's Business who are hired by Assignee (to the extent such records are transferable under applicable law), equipment records, documents, catalogs, books, records, files, operating manuals, and other records relating to the Purchased Assets or operation of the Facility (but excepting any documents or records relating to Assignor's tax returns and Assignor's internal corporate affairs); and

f. All goodwill associated with the Purchased Assets;

3. Assignee hereby assumes and agrees to perform all covenants, agreements and undertakings of Assignor, arising from and after the date hereof, under the Intangibles.

4. Assignee hereby agrees to indemnify, defend and hold harmless Assignor from any claim, cause of action, loss, damage or expense (including without limitation reasonable attorneys' fees and court costs) resulting from any breach by Assignee of its obligations under the Executory Contracts or the Intangibles or any claim of such breach arising out of or based on events from and after the Effective Date. Assignor hereby agrees to indemnify, defend and hold harmless Assignee from any claim, cause of action, loss, damage or expense (including without limitation reasonable attorneys' fees and court costs) resulting from any breach by Assignor of its obligations under the Executory Contracts or the Intangibles or any claim of such breach arising out of or based on events prior to the Effective Date.

5. Assignee hereby assumes and agrees to be personally liable for all liabilities and obligations arising under the Executory Contracts from and after the Effective Date.

Any creditor of Assignee with respect to the Assumed Liabilities may enforce its rights against Assignor directly, without any obligation to proceed against Assignee.

6. This Agreement may be executed in one or more counterparts, and by electronically transmitted signature, and each counterpart and signature shall be deemed to be an original and all of which together shall constitute one agreement that is binding on all parties.

[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption Agreement as of the day and year first above written.

ASSIGNOR:

_____,
a[n] [Illinois][Indiana][Iowa][Missouri][not-for-profit][nonprofit] corporation

By: _____
[Name], [Title]

ASSIGNEE:

_____,
a[n] _____

By: _____
[Name], [Title]

Exhibit 3.02(c)

FORM OF DEED

[Attached.]

[SPACE ABOVE THIS LINE IS FOR RECORDING INFORMATION]

_____,
a[n] [not-for-profit][nonprofit]

to

_____,
a[n] [Illinois][Indiana][Iowa][Missouri]

QUIT CLAIM DEED

Dated: As of [____], 2024

Location:

County:

UPON RECORDATION RETURN TO:

Dentons US LLP
101 S. Hanley, Suite 600
St. Louis, Missouri 63105
Attention: Thomas K. Vandiver

QUIT CLAIM DEED

This Quit Claim Deed, made this ____ day of _____, 2024, _____, a[n] [Illinois][Indiana][Iowa][Missouri] [not-for-profit][nonprofit] corporation], (“Grantor”), and _____, a[n] _____ (“Grantee”), WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, by Grantee, the receipt of which is hereby acknowledged, by these presents does REMISE, RELEASE, ALIENATE AND CONVEY unto the Grantee, FOREVER, all the following described real estate, situated in the County of _____ and State of [Illinois][Indiana][Iowa][Missouri], known and described as follows, to wit (the “Premises”):

See Schedule 1 attached hereto and made a part hereof, together with all improvements and fixtures located thereon and owned by Grantor as of the date hereof and any rights, privileges and appurtenances pertaining thereto.

TO HAVE AND TO HOLD the said Premises as described above, with the appurtenances unto the Grantee, forever.

This is a Quit Claim Deed. Grantor makes no representations whatsoever, express or implied, regarding the Premises, this Deed or any other matters.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, Grantor executed this Quit Claim Deed the day and year first above written.

GRANTOR:

_____,
a[n] [Illinois][Indiana][Iowa][Missouri] [not-for-profit][nonprofit]

By: _____
[Name], [Title]

STATE OF _____)

)

COUNTY OF _____)

On _____, 2024, before me, the undersigned, a notary public in and for said State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

_____, Notary Public

Printed Name: _____

My Commission Expires:

Send Subsequent Tax Bills to:

I affirm under penalties of perjury, that I have taken reasonable care to redact each social security number in this document unless required by law. This instrument is prepared by _____. [NTD: this

clause is only required for recordation in Indiana; confirm form of Quit Claim Deed with local title company]

SCHEDULE 1 TO QUIT CLAIM DEED
LEGAL DESCRIPTION

[To be inserted.]

Schedule 1

Facilities to be Purchased

Community Name	Address	State
Crown Point Christian Village, Inc.	6685 E. 117th Ave, Crown Point, IN 46307	IN
Hoosier Christian Village	621 S. Sugar St, Brownstown, IN 47220	IN

Schedule 2.01(a) to Asset Purchase Agreement

DESCRIPTION OF REAL PROPERTY

[To be inserted.]

EXHIBIT "A"
Legal Description

Crown Point - Lake County, Indiana

The West half of the Northwest Quarter of Section 17, Township 34 North, Range 7 West of the Second Principal Meridian, in Lake County, Indiana, EXCEPTING THEREFROM the South 495 feet and the North 40 feet.

For APN/Parcel ID(s): 45-17-17-100-001.000-047

EXHIBIT "A"
Legal Description

Hoosier – Jackson County, Indiana

TRACT A:

A part of Lots No. 34 and No. 35 in the Lucas Ackerman Addition to the Town of Brownstown, Indiana, Second Section, described as follows:

Beginning at a steel pin at the Northeast corner of Lot No. 34; thence South 22 degrees 15 minutes 05 seconds West 65.14 feet to a steel pin on the East line of Lot No. 35; thence North 73 degrees 23 minutes 10 seconds West 18.40 feet to a steel pin; thence North 16 degrees 06 minutes 36 seconds East 70.95 feet to a steel pin on the North line of Lot No. 34; thence South 59 degrees 50 minutes 44 seconds East on the North line of Lot No. 34, 26.15 feet to the Point of Beginning.

ALSO:

A part of Lots No. 35 and No. 36 in the Lucas Ackerman Addition to the Town of Brownstown, Indiana, Second Section, described as follows:

Beginning at a steel pin at the Southeast corner of Lot No. 36; thence North 84 degrees 10 minutes 00 seconds West on the South line of Lot No. 36, 8.15 feet to a steel pin; thence North 16 degrees 06 minutes 36 seconds East 98.06 feet to a steel pin; thence South 73 degrees 23 minutes 10 seconds East 18.40 feet to a steel pin on the East line of Lot No. 35; thence South 22 degrees 15 minutes 05 seconds West 97.00 feet to the Point of Beginning.

TRACT B:

Lot Numbered 11, 12, 22 and 23, on Sugar Street in Plat of Jackson Heights Subdivision, recorded July 1, 1971 in Plat Drawer No. 6, as Instrument No. 39938 in the Office of the Recorder of Jackson County, Indiana. EXCEPT: A part of Lot No. 11 of the Jackson Heights Subdivision to the Town of Brownstown, Indiana, described as follows: Beginning at the Northeast corner of said Lot No. 11; thence North 65 degrees 30 minutes 00 seconds West on the North line of said Lot No. 11, 148.45 feet to a steel pin at the Northwest corner of said Lot No. 11; thence South 24 degrees 12 minutes 06 seconds West on the West line of said Lot No. 11, 20.00 feet; thence South 65 degrees 30 minutes 00 seconds East parallel to the North line of said Lot No. 11, 0.55 feet to a steel pin; thence continuing South 65 degrees 30 minutes 00 seconds East 147.80 feet to a steel pin; thence North 24 degrees 29 minutes 18 seconds East on the East line of said Lot No. 11, 20.00 feet to the Point of Beginning.

TRACT C:

A part of the Northwest quarter of the Southeast quarter of Section 14, Township 5 North, Range 4 East, described as follows: Beginning at the Northeast corner of the Southeast quarter; thence North 86 degrees 47 minutes 10 seconds West on the North line of the quarter 1454.62 feet to a steel pin at the True Point of Beginning of the following described tract; thence South 00 degrees 46 minutes 47 seconds East 599.49 feet; thence South 89 degrees 13 minutes 13 seconds West 398.18 feet; thence North 5 degrees 50 minutes 00 seconds East 166.72 feet to a steel pin; thence North 22 degrees 15 minutes 05 seconds East 267.14 feet to a steel pin; thence North 59 degrees 50 minutes 44 seconds West 22.71 feet to a steel pin; thence North 29 degrees 48 minutes 59 seconds East 219.65 feet to a steel pin on the North line of the quarter; thence South 86 degrees 47 minutes 10 seconds East on the North line 182.59 feet to the True Point of Beginning, containing 4.404 acres, more or less.

ALSO:

A part of the Northwest quarter of the Southeast quarter of Section 14, Township 5 North, Range 4 East, described as follows: Beginning at the Northeast corner of the Southeast quarter; thence North 86 degrees 47 minutes 10 seconds West on the North line of the quarter 1454.62 feet to a steel pin; thence South 00 degrees 46 minutes 47 seconds East 60.15 feet to a steel pin at the True Point of Beginning of the following described tract; thence South 86 degrees 47 minutes 10 seconds East 136.19 feet to a steel pin located on the East line of the quarter quarter; thence South 00 degrees 46 minutes 47 seconds East on the East line 839.86 feet to a steel pin; thence South 89 degrees 13 minutes 13 seconds West 569.98 feet to a steel pin; thence North 5 degrees 50 minutes 00 seconds East 312.08 feet; thence North 89 degrees 13 minutes 13 seconds East 398.18 feet; thence North 00 degrees 46 minutes 47 seconds West 539.34 feet to the True Point of Beginning, containing 5.596 acres, more or less.

For APN/Parcel ID(s): 36-54-14-402-032.000-002, 36-54-14-103-062.000-002, 36-54-14-103-082.000-002 and 36-54-14-400-031.000-002

Schedule 2.01(g) to Asset Purchase Agreement

INTELLECTUAL PROPERTY

[To be inserted.]

Schedule 2.01(g)
Intellectual Property

Facility Name	Intellectual Property?
Crown Point Christian Village, Inc.	None
Hoosier Christian Village	None

Schedule 2.02(b) to Asset Purchase Agreement

ASSUMED LIABILITIES

Schedule 2.02(b)

Prepaid Expenses and Credits Related to Assumed Liabilities

Community Name	Description	8/31/24 Balance
		Preapid Expenses
Crown Point Christian Village, Inc.	Vendor Expenses	10,418.79
Hoosier Christian Village	Vendor Expenses	7,554.28
Crown Point Christian Village, Inc.	Marsh & Auto Insurance	1,470.26
Hoosier Christian Village	Insurance	792.68

Schedule 2.02(d) to Asset Purchase Agreement

DEPOSIT ACCOUNTS

Schedule 2.02(d)
Deposit Accounts

Community	Bank	Account Name	Account Number
Crown Point Christian Village, Inc.	Old National Bank	Crown Point Christian Village Deposit	8100444440
Hoosier Christian Village	Old National Bank	Hoosier Christian Village Deposit	8100444424
Crown Point Christian Village, Inc.	Centier Bank	Chicagoland Christian Village Auxiliary	34398
Crown Point Christian Village, Inc.	Centier Bank	Chicagoland Christian Village Resident Trust	34207
Crown Point Christian Village, Inc.	Centier Bank	Chicagoland Christian Village Inc ES	CB80469700
Hoosier Christian Village	The Peoples Bank	Hoosier Christian Village Auxiliary	9487048
Hoosier Christian Village	The Peoples Bank	Hoosier Christian Village Entrance Fee Escrow	4269533
Hoosier Christian Village	The Peoples Bank	Hoosier Christian Village Resident Trust	4269591

Schedule 2.03(d) to Asset Purchase Agreement

LIABILITIES

Schedule 2.03(d)
Assumed Liabilities

Community	Refundable Entrance Fees	Mortgage	PTO Credit (9/30)	Net Assumed Liabilities
Crown Point Christian Village, Inc.	306,967.00	-	239,590.93	546,557.93
Hoosier Christian Village	-	-	248,705.89	248,705.89
Total	306,967	-	488,297	795,264

Schedule 2.07 to Asset Purchase Agreement

ALLOCATION

[Under Review]

Schedule 4.05 to Asset Purchase Agreement

MATERIAL CONTRACT

[To be inserted.]

Schedule 4.05
 Material Contracts

Debtor	Contract Description (name at top of agreement)	Contract Type	Contract Date (Finite Date only)	Effective Date (Finite Date only)	Termination Date (Finite Date only)	Evergreen (automatically renews) (Y/N)	Evergreen Initial Term (i.e. 6 months, 2 years, etc.)	Evergreen Renewal Term (i.e. 6 months, 2 years, etc.)	Lease Location (Real Property)	Counterparty Name
OTHER - Multiple Entities	Email re Humana - Medicaid+BHN Amendment	Messages (Teams / Email / Text)								Humana
Crown Point Christian Village, Inc.	Ancillary Provider Participation Agreement	Agreement / Contract		6/1/2024		Yes	1 year	1 year		UnitedHealthcare Insurance Company Contracting on Behalf of Itself UnitedHealthcare of Illinois, Inc. and Other Entities that are United's Affiliates
Crown Point Christian Village, Inc.	Ancillary Provider Participation Agreement	Agreement / Contract		6/1/2024		Yes	1 year	1 year		UnitedHealthcare Insurance Company Contracting on Behalf of Itself UnitedHealthcare of Illinois, Inc. and Other Entities that are United's Affiliates
Hoosier Christian Village, Inc.	Nursing Facility Services Agreement	Agreement / Contract	8/10/2015	8/10/2015		Yes	1 year	1 year		Premier Hospice & Palliative Care
Hoosier Christian Village, Inc.	Pharmacy Consultant Agreement	Agreement / Contract	7/1/2022	9/1/2018		Yes	5 years	3 years		Senior Care Pharmacy, LLC
Crown Point Christian Village, Inc.	Change Order	Change Order	5/20/2022							RDG Planning & Design
Crown Point Christian Village, Inc.	Change Order	Change Order	7/31/2023							RDG Planning & Design
Crown Point Christian Village, Inc.	Amendment to the Professional Services Agreement	Agreement / Contract	12/8/2023							RDG Schutte Wilscam Birge Inc dba RDG Planning & Design
Crown Point Christian Village, Inc.	Amendment to the Professional Services Agreement	Agreement / Contract	10/15/2021							RDG Schutte Wilscam Birge Inc dba RDG Planning & Design
Crown Point Christian Village, Inc.	Standard Form of Agreement Between Owner and Architect	Agreement / Contract	2/26/2021							RDG Schutte Wilscam Birge Inc dba RDG Planning & Design
Crown Point Christian Village, Inc.	Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum	Agreement / Contract	3/16/2016	3/16/2016						RDG Schutte Wilscam Birge, General Corporation dba RDG Planning & Design
Crown Point Christian Village, Inc.	Provider Agreement	Agreement / Contract		12/15/2022		Yes	4 years	1 year		Aetna Network Services LLC
Crown Point Christian Village, Inc.	Equipment Rental Contract for Rentals Under \$50,000	Lease								Marlin Rental Company
Hoosier Christian Village, Inc.	Equipment Rental Contract for Rentals Under \$50,000	Lease								Marlin Rental Company
Crown Point Christian Village, Inc.	Equipment Rental Contract for Rentals Under \$50,000	Lease								Marlin Rental Company
Hoosier Christian Village, Inc.	Equipment Rental Contract for Rentals Under \$50,000	Lease								Marlin Rental Company
Crown Point Christian Village, Inc.	Equipment Rental Contract for Rentals Under \$50,000	Lease								Marlin Rental Company
Hoosier Christian Village, Inc.	Equipment Rental Contract for Rentals Under \$50,000	Lease								Marlin Rental Company
Crown Point Christian Village, Inc.	Utility Easement	Easement	10/2/2019							Indiana-American Water Company, Inc.
Crown Point Christian Village, Inc.	Non-Emergency Transportation Agreement	Agreement / Contract	3/20/2024			Yes	1 Year	1 Year		Nebula Transportation Services
Crown Point Christian Village, Inc.	Facility Agreement	Agreement / Contract		7/1/2024						Anthem Insurance Companies, Inc. Doing Business as Anthem Blue Cross and Blue Shield
Crown Point Christian Village, Inc.	Master Maintenance Agreement	Agreement / Contract	7/7/2003	8/1/2003		Yes	5 years	5 years		ACM Elevator Company
Hoosier Christian Village, Inc.	Service Agreement	Agreement / Contract				Yes	39 months	12 months		On Hold:32
Crown Point Christian Village, Inc.	Service Agreement	Agreement / Contract				Yes	39 months	12 months		On Hold:32

OTHER - Multiple Entities	Addendum to Service Agreement	Agreement / Contract								On Hold:32
OTHER - Multiple Entities	Addendum to Service Agreement	Agreement / Contract								On Hold:32
OTHER - Multiple Entities	Addendum to Service Agreement	Agreement / Contract	7/29/2016							On Hold:32
Crown Point Christian Village, Inc.	Standard Referral Agreement	Agreement / Contract				Yes				Caring, LLC
Hoosier Christian Village, Inc.	Nursing Facility Services Agreement	Agreement / Contract	12/2/2014	12/2/2014		Yes	1 year	1 year		Our Hospice of South Central Indiana, Inc., d/b/a Our Hospice of Decatur / Shelby County and Our Hospice of Jennings County
Crown Point Christian Village, Inc.	Alarm Monitoring Agreement	Agreement / Contract	8/21/2020	8/21/2020		Yes	5 years	5 years		ADT LLC
Crown Point Christian Village, Inc.	Customer Order Form	Agreement / Contract	12/15/2023	12/27/2023		Yes	1 year	1 year		Uniguest, Inc.
Hoosier Christian Village, Inc.	Customer Order Form	Order Form	12/15/2023	12/27/2023		Yes	36 months	1 year		Uniguest, Inc.
Crown Point Christian Village, Inc.	ACO REACH Preferred Provider Services Agreement	Agreement / Contract	5/10/2023	5/10/2023		Yes		1 year		Clover Health Partners, LLP
Crown Point Christian Village, Inc.	Laboratory Service Agreement	Agreement / Contract	7/10/2017	7/10/2017		Yes	1 Year	1 Year		NICL Laboratories
Crown Point Christian Village, Inc.	Interim Leadership Agreement	Agreement / Contract	7/26/2023	7/31/2023	9/31/23	No				R&M Partners, LLC
Crown Point Christian Village, Inc.	Annual Pest Control Service Agreement	Agreement / Contract	06/___/2021	06/___/2021	06/___/2022	No				Monroe Pest Control Inc.
Crown Point Christian Village, Inc.	Sworn Statement of Contractor and Subcontractor to Owner	Invoice								Holladay Construction Group LLC
Crown Point Christian Village, Inc.	Application and Certificate for Payment	Invoice	7/7/2022	3/18/2021	6/30/2022					Holladay Construction Group LLC
Crown Point Christian Village, Inc.	Ambulance and Wheelchair Service Agreement	Agreement / Contract	1/1/2015	1/1/2015		Yes	3 years	3 years		Superior Air-Ground Ambulance Service of Indiana, Inc.
Hoosier Christian Village, Inc.	Medical Director Agreement	Agreement / Contract	4/15/2011	4/15/2011		Yes	1 year	1 year		Dan Walters, MD

Hoosier Christian Village, Inc.	Laboratory Services Agreement	Agreement / Contract		6/1/2008		Yes	2 years	1 year	Jackson County Schneck Memorial Hospital d/b/a Schneck Medical Center Hospice
Hoosier Christian Village, Inc.	Long Term Care Facility Hospice Agreement	Agreement / Contract		3/___/20		Yes	1 year	1 year	Jackson County Schneck Memorial Hospital d/b/a Schneck Medical Center Hospice
Crown Point Christian Village, Inc.	Commercial Establishment and Hospitality and Institution Content Protection Addendum	Agreement / Contract							RetirementHomeTV Corporation
Crown Point Christian Village, Inc.	Terms of Services for Institution Establishments	Agreement / Contract							RetirementHomeTV Corporation
Crown Point Christian Village, Inc.	Services Agreement	Agreement / Contract				Yes	1 year	1 year	Accurate Healthcare, Inc.
Crown Point Christian Village, Inc.	Outsourcing Therapy Services Agreement	Agreement / Contract		1/1/2024		Yes	2 years	1 year	AEGIS Therapies, Inc.
Hoosier Christian Village, Inc.	Outsourcing Therapy Services Agreement	Agreement / Contract		1/1/2024		Yes	2 years	1 year	AEGIS Therapies, Inc.
Hoosier Christian Village, Inc.	Clinical Service and Therapeutic Rehabilitation Equipment Operating Lease Agreement	Agreement / Contract		12/1/2023		Yes	1 year	1 year	Accelerated Care Plus Leasing, Inc.
Crown Point Christian Village, Inc.	Business Class Service Order Agreement	Agreement / Contract		10/13/2010		Yes	1 Year	1 Year	Comcast
Hoosier Christian Village, Inc.	Lease and Programing Agreement	Agreement / Contract							D.B.'s Satellite & Electronics, Inc.
Crown Point Christian Village, Inc.	Client Service Agreement	Agreement / Contract		12/20/2023					ShiftKey, LLC
Crown Point Christian Village, Inc.	Work Authorization and Proposal Acceptance	Agreement / Contract	4/8/2020	4/15/2020	10/1/2020	No			Mobile Air, LLC
Crown Point Christian Village, Inc.	Master Agreement of Comprehensive Operations, Maintenance, Management and Rehabilitation of Onsite Water Treatment Facility	Agreement / Contract	2/17/2020	3/1/2020					Astbury Water Technology, Inc.
Crown Point Christian Village, Inc.	Agreement for Professional Services	Agreement / Contract	12/16/2019		2/15/2020	No			Astbury Water Technology, Inc.
Crown Point Christian Village, Inc.	Contractor's Agreement	Agreement / Contract	8/25/2021	8/25/2021					Cal Homes, Inc.
Crown Point Christian Village, Inc.	Agreement Between Company and Contractor	Agreement / Contract	12/29/2021						Cal Homes, Inc.
Crown Point Christian Village, Inc.	Service Agreement	Agreement / Contract							Accessible Staffing
Crown Point Christian Village, Inc.	Service Agreement	Agreement / Contract							Accessible Staffing
Crown Point Christian Village, Inc.	Change Order	Change Order	5/20/2022	3/16/2021					Holladay Construction Group
Crown Point Christian Village, Inc.	Change Order	Change Order	7/31/2023	3/16/2021					Holladay Construction Group
Crown Point Christian Village, Inc.	Standard Form of Agreement Between Owner and contractor Where the Basis of Payment is a Stipulated Sum	Agreement / Contract	3/16/2016	3/16/2016					Holladay Construction Group
Hoosier Christian Village, Inc.	Mobile X-Ray and EKG Services Agreement	Agreement / Contract	12/1/2007	12/1/2007					Symphony Diagnostic Services No. 1, Inc., dba MobilexUSA
Crown Point Christian Village, Inc.	Referral Agreement	Agreement / Contract		12/12/2019		Yes	1 Month	1 Month	A Place for Mom, Inc.
Crown Point Christian Village, Inc.	Northern Indiana Nursing Home Rate Schedule	Agreement / Contract							Favorite Healthcare Staffing
Crown Point Christian Village, Inc.	Service Agreement	Agreement / Contract				Yes	39 months	36 months	On Hold:32
Hoosier Christian Village, Inc.	Service Agreement	Agreement / Contract				Yes	39 months	36 months	On Hold:32
Crown Point Christian Village, Inc.	Service Agreement	Agreement / Contract				Yes	39 months	36 months	On Hold:32
Hoosier Christian Village, Inc.	Consulting Services Agreement	Agreement / Contract							Health Technologies, Inc.
Hoosier Christian Village, Inc.	Letter re: Cost Report Filing Requirements	Letter	4/1/2013	10/1/2012					Myers and Stauffer LC
Crown Point Christian Village, Inc.	Otis Service and Repair Order	Agreement / Contract	7/26/2021						Otis Elevator Company
Hoosier Christian Village, Inc.	Nursing Facility Hospice Services Agreement	Agreement / Contract	12/31/2019	12/31/2019		Yes	1 year	1 year	Southern Care Hospice Inc. - Bloomington
Hoosier Christian Village, Inc.	Nursing Facility Hospice Services Agreement	Agreement / Contract	12/31/2019	12/31/2019		Yes	1 year	1 year	Southern Care Hospice Inc. - Bloomington

Schedule 4.07 to Asset Purchase Agreement

PERMITS AND REGULATORY APPROVALS

[To be inserted.]

Schedule 4.07
 Permits and Regulatory Approvals

State	Licensee	License	Licensing Department	License No.	Effective Date	Expiration Date
Indiana	Jackson County Schneck Memorial Hospital d/b/a Crown Point Chris	Comprehensive & Residential Care License	Indiana Department of Health	24-001198-1	3/1/2024	2/28/2025
Indiana	Jackson County Schneck Memorial Hospital d/b/a Hoosier Christian	Comprehensive Care License	Indiana Department of Health	23-000277-1	10/1/2023	9/30/2024
Federal	Chicagoland Christian Village (Crown Point)	Medicare	Department of Health & Human Services	15-5637	3/1/2013	N/A
	Hoosier Christian Village	Medicare		15-5611	10/1/2012	N/A
Indiana		Indiana Medicaid				

Schedule 4.08 to Asset Purchase Agreement

LITIGATION PROCEEDINGS

[To be inserted.]

Schedule 4.08
Litigation Proceedings

Company	Community	Case Title	Type of Claim
Crown Point Christian Village, Inc.	Crown Point	ESTATE OF BETTY L. SWARTHOUT by Terrance Swarthout as Personal Representative; and TERRANCE SWARTHOUT, Individually v. ANONYMOUS BUSINESS ENTITY 1; CROWN POINT CHRISTIAN VILLAGE, INC.; MIDWEST CHRISTIAN VILLAGES, INC.; and ANONYMOUS BUSINESS ENTITY 2; ANONYMOUS BUSINESS ENTITY 2 in its own capacity and d/b/a ANONYMOUS BUSINESS ENTITY 1;	PLGL
Hoosier Christian Village, Inc.	Hoosier	CHARLES MILLER, Special Administrator of the ESTATE OF EILEEN MILLER, Deceased vs JACKSON COUNTY SCHNECK MEMORIAL HOSPITAL, d/b/a HOOSIER CHRISTIAN VILLAGE.	PLGL

Schedule 4.11 to Asset Purchase Agreement

EMPLOYEE RELATIONS

[Redacted Confidential Information]

Schedule 4.12 to Asset Purchase Agreement

INSURANCE POLICIES

Schedule 4.12
Insurance Policies

Policy Type	Carrier	Policy No.	Inception	Expiration
Auto	Philadelphia Indemnity Ins Company	PHPK2683413	5/1/2024	5/1/2025
Property	Travelers Indemnity Company	KTKCMB8K5402962	5/1/2024	5/1/2025
Workers' Compensation	Accident Fund Insurance Co. of America	UHWCP100090478	3/1/2024	3/1/2025
GLPL	Caring Communities	CCRRRG-0067-24	1/1/2024	1/1/2025
Cyber Liability	Travelers Excess and Surplus Lines Co.	CYB10801084700	5/1/2024	5/1/2025
Pollution	Ascot Specialty Insurance Company	ENPM24100012820	5/1/2024	5/1/2025
D&O/Fiduciary/EPL	Ironshore Specialty Insurance Company	DO6CAC2MCO001	7/1/2024	6/30/2025
Crime	Ironshore Specialty Insurance Company	FI4NAC2MQS001	6/30/2024	6/30/2025
Excess D&O/Fiduciary/EPL	Hudson Excess Insurance Company	HE-0303-11718	6/30/2024	6/30/2025
Excess D&O/Fiduciary/EPL	Ascot Insurance Company	MLXS2410001605-1	6/30/2024	6/30/2025

Schedule 4.22 to Asset Purchase Agreement

COST REPORTS

None.

Schedule 4.23 to Asset Purchase Agreement

LICENSED BEDS

**Schedule 4.23
 Licensed Beds**

<u>Community Name</u>	<u>Total Units</u>	<u>Skilled Nursing</u>	<u>Assisted Living</u>	<u>Independent Living</u>	<u>Medicare only</u>	<u>Medicare/Medicaid</u>
		<u>Total SNF LicBeds</u>	<u>Total AL Units</u>	<u>Total IL Units</u>		
Crown Point Christian Village, Inc.	220	145	51	24	31	NA
Hoosier Christian Village	110	97	-	13	10	NA

Schedule 4.24 to Asset Purchase Agreement

MEDICARE AND MEDICAID

Schedule 4.24

Medicare & Medicaid

Reimbursement \$ in Review

Code	Name To Be Used On Contracts	NPI	MCD #	Medicare # (MRA)
CPCV	Crown Point Christian Village, Inc.	1558604074	100471000	155637
HOCV	Hoosier Christian Village	1043561970	100290530	155611

Medicare Credits	State Audit
19,690.00	-
23,653.00	-

Schedule 6.05 to Asset Purchase Agreement

ASSUMED CONTRACTS AND REJECTED CONTRACTS

[Under Review]

EXHIBIT A-2

Redline of the Indiana Properties Stalking Horse APA against the Baseline APA

ASSET PURCHASE AGREEMENT

by and among

~~*{identify seller entities}*~~

Crown Point Christian Village, Inc. and Hoosier Christian Village, Inc.,

each, as a Seller, and collectively, Sellers

and

_____ Ambassador Healthcare LLC, as Buyer

dated as of ~~September~~ October 8, 2024

EXHIBITS LIST

Exhibit 3.02(a) - Bill Of Sale Of Personal Property

Exhibit 3.02(b) - Assignment and Assumption Agreement

Exhibit 3.02(c) - Form of Quit Claim Deed

Exhibit 7.01(b) – Form of Sale Order

DISCLOSURE SCHEDULES

Schedule 1 to Asset Purchase Agreement – Facilities to be Purchased

Schedule 2.01(a) to Asset Purchase Agreement - Description Of Real Property

Schedule 2.01(~~dg~~) to Asset Purchase Agreement – ~~Contracts~~[Intellectual Property](#)

[Schedule 2.02\(b\) to Asset Purchase Agreement – Assumed Liabilities](#)

[Schedule 2.02\(d\) to Asset Purchase Agreement – Deposit Accounts](#)

Schedule ~~2.01~~[2.03](#)(~~fd~~) to Asset Purchase Agreement – ~~Intellectual Property~~[Liabilities](#)

Schedule 2.07 to Asset Purchase Agreement – Allocation

Schedule ~~4.02~~[4.07](#) to Asset Purchase Agreement – ~~Contract Violations~~[Permits](#)

Schedule 4.08 to Asset Purchase Agreement – Litigation Proceedings

Schedule ~~4.10(b)~~[4.11](#) to Asset Purchase Agreement – ~~Governmental Notices~~[Employee Relations](#)

Schedule 4.12 to Asset Purchase Agreement – ~~Employees~~[Insurance Policies](#)

Schedule ~~6.01~~[4.22](#) to Asset Purchase Agreement – ~~Regulatory Approvals~~[Cost Reports](#)

Schedule ~~6.02~~[4.23](#) to Asset Purchase Agreement – ~~Third-Party Consents~~[Licensed Beds](#)

Schedule ~~7.01(e)~~[4.24](#) to Asset Purchase Agreement – ~~Material Consents~~[Medicare and Medicaid](#)

[Schedule 6.05 to Asset Purchase Agreement – Assumed Contracts and Rejected Contracts](#)

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this “*Agreement*”) is made and entered into effective as of ~~September~~ October 8, 2024 (the “*Execution Date*”) by and among the undersigned seller entities (individually a “*Seller*” and collectively, the “*Sellers*”) and ~~_____~~, _____, a ~~[a]~~ _____ AMBASSADOR HEALTHCARE GROUP LLC, an Indiana limited liability company (or its assigns) (“*Buyer*”). Buyer and ~~Seller~~ Sellers are sometimes referred to herein individually as a “*Party*” and collectively as the “*Parties*.”

RECITALS:

A. Each Seller owns and operates a senior living community or other business as set forth on **Schedule 1** hereto (individually, a “*Facility*” and collectively, the “*Facilities*”).

B. Jackson County Schneck Memorial Hospital is the licensed operator of the Facilities.

~~BC.~~ On July 9~~16~~, 2024 (the “*Petition Date*”), the Sellers and certain of their Affiliates each filed a voluntary petition for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.* (the “*Bankruptcy Code*”) in the United States Bankruptcy Court for the Eastern District of Missouri (the “*Bankruptcy Court*”), commencing jointly administered bankruptcy cases captioned *In re Midwest Christian Villages, Inc., et al.*, under lead case number 24-42473-659 (the “*Bankruptcy Case*”).

~~CD.~~ The Sellers and their co-debtor Affiliates in the Bankruptcy Case continue to own and operate the Facilities during the pendency of the Bankruptcy Case as debtors in possession under and pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

~~DE.~~ Upon the terms and subject to the conditions set forth in this Agreement, and as may be authorized under Sections 105, 363 and 365 of the Bankruptcy Code, each Seller wishes to sell to Buyer, and Buyer wishes to purchase from the Sellers all of the Purchased Assets (as hereinafter defined), and Buyer is willing to assume all of the Assumed Liabilities (as hereinafter defined), relating to or used in connection with the Facilities.

~~EF.~~ The transactions contemplated by this Agreement are subject to the approval of the Bankruptcy Court and will be consummated pursuant to and in accordance with the Bid and Sale Procedures Order and a Sale Order (each as defined below) entered by the Bankruptcy Court pursuant to Sections 105(a), 363, 365 and other applicable provisions of the Bankruptcy Code.

G. In connection with this Agreement, Seller and Buyer (or an affiliate of Buyer) (“New Operator”) have entered into an Operations Transfer Agreement dated of even date herewith (the “OTA”), which sets forth further terms for the transition of the operations of the Facilities to New Operator.

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

ARTICLE I DEFINITIONS

Unless the context otherwise clearly and unambiguously requires, capitalized terms shall have the meanings prescribed to them herein.

"Accrued PTO" shall have the meaning set forth in Section 8.01(c).

"Action" means any claim, action, cause of action, demand, lawsuit, arbitration, notice of violation, proceeding, litigation, citations, summons or subpoena, whether civil, criminal, administrative, regulatory, or otherwise, and whether at law or in equity.

"Affiliate" means, as to the entity in question, any entity that directly or indirectly controls, is controlled by or is under common control with, the entity in question and the term "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity whether through ownership of voting securities, by contract or otherwise.

"Alternative Transaction" shall have the meaning set forth in Section 9.01(a).

"Assignment and Assumption Agreements" shall have the meaning set forth in Section 3.02(b).

"Assumed Contracts" shall have the meaning set forth in Section 2.01(d).

"Assumed Liabilities" shall have the meaning set forth in Section 2.03.

"Bankruptcy Case" shall have the meaning set forth in the Recitals.

"Bankruptcy Code" shall have the meaning set forth in the Recitals.

"Bankruptcy Court" shall have the meaning set forth in the Recitals.

"Bankruptcy Rules" means the Bankruptcy Rules of Civil Procedure and any local or other rules that applicable to the Bankruptcy Court.

"Bid and Sale Procedures" has the meaning specified in the Bid and Sale Procedures Order.

"Bid and Sale Procedures Order" means the Order of the Bankruptcy Court (including all schedules thereto) approving the Bid and Sale Procedures entered on July 29, 2024 [Dkt. No. 102], including those procedures granting Buyer the protections and benefits set forth in such Order.

"Bills of Sale" shall have the meaning set forth in Section 3.02(a) hereof and substantially in the form set forth in Exhibit 3.02(a) hereto.

"Bond Trustee" means UMB Bank, N.A., not individually, but solely in its capacities as successor master trustee and successor bond trustee with respect to certain obligations and bonds issued by or for the

benefit of certain of the Sellers and/or their Affiliates that are members of the Obligated Group formed under and pursuant to that certain Master Indenture, dated as of June 1, 2007 (as amended or supplemented from time to time), among such Obligated Group and UMB Bank, N.A., as successor master trustee.

“**Break-Up Fee**” shall have the meaning set forth in Section 9.01(a)(iv).

“**Business**” means Seller’s use and operation of the Purchased Assets at the applicable Facility as a senior living community ~~for as applicable, a pharmacy~~.

“**Business Day**” means any day except Saturday, Sunday or any other day on which commercial banks located in New York, New York or St. Louis, Missouri are authorized or required by Law to be closed for business.

“**Buyer**” shall have the meaning set forth in the Preamble.

“**Buyer Closing Certificate**” shall have the meaning set forth in Section 3.02(d).

“**Casualty Loss**” shall have the meaning set forth in Section 6.08.

“**Casualty Notice**” shall have the meaning set forth in Section 6.08.

“**Claims**” means, with respect to the period prior to the Closing Date, any right to payment from Sellers, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, legal, equitable, secured or unsecured, known or unknown; or any right to an equitable remedy for breach of performance if such breach gives rise to a right of payment from Sellers, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

“**Closing**” shall have the meaning set forth in Section 3.01.

“**Closing Date**” shall have the meaning set forth in Section 3.01.

“**Closing Statement**” shall have the meaning set forth in Section 3.02(g).

“**Conditions Satisfaction Deadline**” shall have the meaning set forth in Section 9.01(a).

“**Consents**” shall have the meaning set forth in Section 6.02.

“**Contracts**” means all contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments, and legally binding arrangements, whether written or oral.

“**Cure Amount**” means the amount determined in an order of the Bankruptcy Court required to be paid to have an Assumed Contract that the Buyer wants assumed and assigned to it which Cure Amount shall be paid by Buyer.

“**Deeds**” shall have the meaning set forth in Section 3.02(c).

“**Deposit Accounts**” shall have the meaning set forth in Section 2.02(d).

“**Dollars**” or “**\$**” means the lawful currency of the United States of America.

“**Due Diligence Materials**” shall have the meaning set forth in Section 5.07.

“**Effective Time**” shall have the meaning set forth in Section 3.01.

“**Encumbrances**” shall mean all security interests, liens, pledges, claims, charges, encumbrances, rights of first refusal, conditional sales agreements, options, mortgages, indentures or other covenants, agreements or obligations affecting title to any of the Purchased Assets (except, in the case of the Real Property, those matters (i) of public record that do not constitute mortgages, deeds of trust or other monetary liens for liquidated amounts, (ii) disclosed on any survey delivered by Seller to Buyer, or (iii) constituting rights of way, easements and other grants or restrictions that do not interfere with use of the Facility for its intended purpose).

“**Environmental Claim**” means any Action, governmental Order, lien, fine, penalty, or, as to each, any settlement or judgment arising therefrom, by or from any Person alleging liability of whatever kind or nature (including liability or responsibility for the costs of enforcement proceedings, investigations, cleanup, governmental response, removal or remediation, natural resources damages, property damages, personal injuries, medical monitoring, penalties, contribution, indemnification and injunctive relief) arising out of, based on or resulting from (a) the presence, release of or exposure to any Hazardous Materials or (b) any actual or alleged non-compliance with any Environmental Law.

“**Environmental Law**” means any applicable Law: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials. The term “Environmental Law” includes, without limitation, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 *et seq.*; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 *et seq.*; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 *et seq.*; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 *et seq.*; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 *et seq.*; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 *et seq.*; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 *et seq.*

“**Escrow Agent**” means Chicago Title and Trust.

“*Escrow Deposit*” shall have the meaning set forth in Section 2.06(a).

“*Escrow Deposit Agreement*” shall have the meaning set forth in Section 2.06(a).

“*Excluded Assets*” shall have the meaning set forth in Section 2.02.

“*Excluded Liabilities*” shall have the meaning set forth in Section 2.04.

“*Execution Date*” shall have the meaning set forth in the preamble.

“*Facility*” and “*Facilities*” shall have the meanings set forth in the Recitals.

“*Facility Employees*” shall have the meaning set forth in Section 4.11.

“*Final Order*” means an Order or judgment: (i) as to which the time to appeal, petition for certiorari or move for review or rehearing has expired and as to which no appeal, petition for certiorari or other proceeding for review or rehearing is pending, or such an appeal has been rendered statutorily moot pursuant to Section 363(m) of the Bankruptcy Code or (ii) if an appeal, writ of certiorari, reargument or rehearing has been filed or sought, and a stay pending appeal has been entered, the Order or judgment has been affirmed by the highest court to which such Order or judgment was appealed or certiorari has been denied, or reargument or rehearing shall have been denied or resulted in no modification of such Order or judgment, and the time to take any further appeal or to seek certiorari or further reargument or rehearing has expired; provided that the theoretical possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such Order or judgment shall not prevent such Order or judgment from being considered a Final Order.

“*Financial Statements*” shall have the meaning set forth in Section 4.13.

“*Government Entity*” means any government or branch or division thereof, including any agency, bureau, board, directorate, commission, court, department, official, political subdivision, tribunal or other instrumentality of any government, whether federal, state or local.

“*Hired Employees*” shall have the meaning set forth in Section 8.01(b).

“*Insurance Policies*” shall have the meaning set forth in Section 4.12.

“*Intangible Personal Property*” shall have the meaning set forth in Section 2.01(b).

“*Intellectual Property Assets*” means all intellectual property and intellectual property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, pursuant to the Laws of any jurisdiction throughout the world, whether registered or unregistered, including without limitation the items listed in Schedule 2.01(g).

“*Internal Revenue Code*” means the Internal Revenue Code of 1986, as amended.

“**Inventory**” shall have the meaning set forth in Section 2.01(c).

“**IRS**” means the Internal Revenue Service.

“**IT Assets**” means, to the extent reasonably transferable, (i) computer software code (in all media) and materials, including all software programs; (ii) computer software documentation, including user materials; and (iii) all other unused or reusable materials, stores, and supplies related to computer software.

“**Knowledge of Buyer**” or “**Buyer’s Knowledge**” or any other similar knowledge qualification, means the actual knowledge of Menachem Kofman.

“**Knowledge of Sellers**” or “**Sellers’ Knowledge**” or any other similar knowledge qualification, means the actual knowledge of Kate Bertram, Barb Shepard, Kenna Hudson and Shawn O’Conner.

“**Law**” means any statute, law, ordinance, regulation, rule, code, Order, constitution, treaty, common law, judgment, decree, other requirement, or rule of law of any governmental authority.

“**Liabilities**” means liabilities, obligations, or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute, or contingent, accrued or unaccrued, matured or unmatured or otherwise.

“**Licenses**” shall have the meaning set forth in Section 2.01(e).

“**Lien**” means any lien, charge, claim, pledge, security interest, conditional sale agreement or other title retention agreement, lease, mortgage, security interest, option, or other encumbrance.

“**Loss**” or “**Losses**” means losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees hereunder and the cost of pursuing any insurance providers; provided, however, that “**Losses**” shall not include punitive damages, except in the case of fraud or to the extent actually awarded to a governmental authority or other third party.

“**Material Adverse Effect**” means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to (a) the business, results of operations, condition (financial or otherwise) or assets of the Business taken as a whole, (b) the value of the Purchased Assets, or (c) the ability of Sellers to consummate the transactions contemplated hereby on a timely basis; provided, however, “**Material Adverse Effect**” shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries in which the Business operates; (iii) failure of Sellers to meet financial projections; (iv) any changes in financial or securities markets in general; (iv) acts of war (whether or not declared), armed hostilities or terrorism, natural disasters, pandemics or the escalation or worsening thereof; (vi) any actions required pursuant to this Agreement; (vii) any changes in applicable Laws or accounting rules; (vii) the public announcement,

pendency or completion of the transactions contemplated by this Agreement; or (viii) the filing of the Bankruptcy Case.

“**Material Consents**” shall have the meaning set forth in Section 7.01(c).

“**Material Contracts**” shall have the meaning set forth in Section 4.05.

“**Operator**” shall have the meaning set forth in Section 4.25.

“**Order**” means, with respect to any Person, any award, decision, injunction, judgment, stipulation, order, ruling, subpoena, writ, decree, consent decree or verdict entered, issued, made, or rendered by any government entity or the Bankruptcy Court affecting such Person or any of its properties.

“**Outside Closing Date**” means ~~December 31, 2024~~, unless extended by mutual agreement of the Buyer and the Sellers.

“**PCNA**” shall mean, collectively, the Property Condition Assessment Hoosier Christian Village, Brownstone Indiana, dated September 31, 2024 and the Property Condition Assessment Crown Point Christian Village, Crown Point, Indiana, dated August 31, 2024.

“**Permitted Encumbrances**” means (i) Liens for Taxes not yet due and payable, (ii) easements, rights of way, zoning ordinances and other similar encumbrances affecting the Real Property which (x) are not, individually or in the aggregate, material to the Purchased Assets or the Business(es), (y) do not prohibit or interfere with the current operation of the Business(es), and (z) do not render title to any Real Property unmarketable, and (iii) any matters set out in a Title Insurance Commitment which Sellers are not obligated to remove in accordance with Section 2.10 hereof.

“**Permits and Regulatory Approvals**” means all permits, licenses, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from governmental authorities, all as identified in Schedule 4.07(a).

“**Person**” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

“**Petition Date**” shall have the meaning set forth in the Recitals.

“**Proration Time**” means 12:01 a.m. (Central Time) on the Closing Date.

“**Purchase Price**” shall have the meaning set forth in Section 2.05.

“**Purchase Price Allocation**” shall have the meaning set forth in Section 2.07.

“**Purchase Price Balance**” shall have the meaning set forth in Section 2.06(b).

“**Purchased Assets**” shall have the meaning set forth in Section 2.01. Purchased Assets shall not include Excluded Assets.

“**Real Property**” shall have the meaning set forth in Section 2.01(a).

“**Rejected Contracts**” shall have the meaning set forth in Section 6.09(d)

“**Sale**” means the sale of the Purchased Assets in accordance with the Bid and Sale Procedures Order and subject to entry of the Sale Order as a Final Order.

“**Sale Hearing**” shall have the meaning given to such term in the Bid and Sale Procedures Order.

“**Sale Motion**” means the Debtors’ Motion for the Entry of (A) an Order (1) Approving Auction Sale Format and Bidding Procedures, (2) Approving Process for Discretionary Selection of Stalking Horse Bidder and Bid Protections, (3) Approving Form of Notice to be Provided to Interested Parties, (4) Schedule a Court Hearing to Consider Approval of the Sale to the Highest and Best Bidder, and (5) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases, and (B) an Order Authorizing the Sale of Property Free and Clear of All Claims, Liens and Encumbrances [Dkt. No. 013].

“**Sale Order**” means the Order of the Bankruptcy Court issued pursuant to Sections 363 and 365 of the Bankruptcy Court, authorizing and approving, among other things: (i) the sale, transfer and assignment of the Purchased Assets and the Assumed Liabilities to Buyer in accordance with the terms and conditions of this Agreement, free and clear of all Liens, Claims and Encumbrances and (ii) the assumption and assignment of the Assumed Contracts in connection therewith and as a part thereof, in substantially the form attached hereto as Exhibit 7.01(b).

“**Seller**” and “**Sellers**” shall have the meanings set forth in the preamble.

“**Seller Closing Certificate**” shall have the meaning set forth in Section 3.02(d).

“**Survey**” shall have the meaning set forth in Section 2.10(a).

“**Tax**” or “**Taxes**” means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

“**Tangible Personal Property**” shall have the meaning set forth in Section 2.01(b).

“**Title Insurance Commitment**” shall have the meaning set forth in Section 2.10(a).

“**Title Defect**” shall have the meaning set forth in Section 2.10(b).

“**Title Objection**” shall have the meaning set forth in Section 2.10(b).

“**Title Objection Response Deadline**” shall have the meaning set forth in Section 2.10(b).

“**Transaction Documents**” means this Agreement, the Bills of Sale, the Assignment and Assumption Agreements, the Deeds, any operations transition agreements, and the other agreements, instruments and documents required to be delivered at the Closing.

“**WARN Act**” means the federal Worker Adjustment and Retraining Notification Act of 1988, and similar state, local and foreign laws related to plant closings, relocations, mass layoffs and employment losses.

ARTICLE II SALE OF ASSETS

Section 2.01 Sale of Assets. Subject to the terms and conditions set forth in this Agreement and in the Sale Order, and subject to Bankruptcy Court approval and higher and better bids in accordance with the Bid and Sale Procedure Order and excepting the Excluded Assets, the applicable undersigned Seller hereby agrees to sell, convey, assign, transfer and deliver to Buyer, and Buyer, as a good faith purchaser for value within the meaning of Section 363(m) of the Bankruptcy Code, shall purchase from each such Seller, all right, title and interest of each such Seller in, and to all of the following assets, free and clear of all Liens, Claims and Encumbrances (collectively, the “**Purchased Assets**”):

- (a) The land, building(s), improvements and other related real estate interests that comprise the Facility more specifically described on Schedule 2.01(a) (collectively, the “**Real Property**”);
- (b) Tangible personal property owned by such Seller and used in the operation of the Business, including all equipment, furniture, fixtures, and leasehold improvements, vehicles and computer hardware of such Seller (the “**Tangible Personal Property**”) and, to the extent assignable, intangible personal property related to the Businesses, including any warranties, zoning approvals and building permits (the “**Intangible Personal Property**”);
- (c) Inventory and supplies usable or saleable in the operation of the Business (the “**Inventory**”);
- (d) The Assumed Contracts listed on Schedule ~~2.01(d)~~ 6.05;
- (e) The Sellers’ National Provider Identified (NPI) numbers and other applicable provider numbers with any state or other governing body;

- (f) Licenses, permits, certifications, certificates of need, and accreditations held by Seller relating to the ownership, development and operation of the Business (including any applications and pending approvals), to the extent assignable (the “*Licenses*”);
- (g) Intellectual Property used in the operation of the Business, facilities and properties, including, but not limited to, the items listed on Schedule 2.01(g), to the extent assignable;
- (h) The IT Assets;
- (i) Paper and/or electronic resident records relating to Seller’s past and present residents of the Facility;
- (j) Manufacturers’ and vendors’ warranties relating to the Purchased Assets, to the extent transferable, and rights and claims that may be asserted by (but not against) Seller related to the Purchased Assets;
- (k) Equipment records, documents, catalogs, books, records, files, operating manuals, and other records relating to the Purchased Assets or the operation of the Facilities (but excepting any documents or records relating to Seller’s tax returns and Seller’s internal corporate affairs);
- (l) Any resident trust funds and security deposits in accordance with this Agreement;
- (m) All residency agreements for tenancy at the Facility, personal care agreements, and other agreements for the provision of services or goods to the residents at the Facilities and any guarantees thereof (collectively, the “Residency Agreements”);
- (n) Except for the Excluded Assets or as otherwise set forth herein, any and all cash and cash equivalents, credits, prepaid expenses, deposits, deferred charges, advance payments, security deposits, prepaid items, funds, securities, investment accounts, accounts receivable, notes, notes receivable, mortgages, security interests, income, revenues derived from the Purchased Assets, insurance claims, insurance proceeds;
- (o) Goodwill associated with the Purchased Assets; and
- (mp) The interest of Seller in all property of the foregoing types, arising or acquired by the applicable Seller in the ordinary course of the Business between the Execution Date and the Closing.

Section 2.02 Excluded Assets. Notwithstanding anything to the contrary set forth in Section 2.01 above, each Seller shall keep and retain title to and ownership of and shall not transfer, assign, convey or deliver to Buyer any asset not identified herein as a Purchased Asset, all of which shall remain the exclusive property of such Seller. Without limiting the generality of the foregoing, such non-Purchased Assets (collectively, the “*Excluded Assets*”) shall include, without limitation:

- (a) Cash and cash equivalents, including, without limitation, stocks, bonds, commercial paper, and other securities and investments;
- (b) All prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of setoff, rights of recoupment, deposits, charges, sums and fees (including any such item relating to the payment of Taxes) arising from the period prior to the Effective Time, except for any such amounts in connection with Assumed Liabilities identified on Schedule 2.02(b).
- (c) Accounts receivable and notes receivable generated in connection with the operation of the Business prior to the Effective Time, including, without limitation, intercompany receivables;
- (d) Bank accounts of Seller set forth on Schedule 2.02(d) (collectively, the “*Deposit Accounts*”) and any records relating thereto;
- (e) (i) original Tax, accounting and financial records which pertain exclusively to the Excluded Assets or the Excluded Liabilities including, but not limited to, accounts receivable records, tax returns and related records, litigation files and records, and cost report records, (ii) all corporate or limited liability organizational records of Seller, including all charter documents, stock ledgers, minute books and other corporate records of Seller, and (iii) such other files, books and records which pertain exclusively to the Excluded Assets or the Excluded Liabilities or to the formation, existence or capitalized of Sellers;
- (f) Software that is not freely transferable by the terms of any license agreement respecting the same;
- (g) Refunds of any taxes to the extent the same relate to periods prior to the Closing Date;
- (h) All prepaid utility deposits and other deposits and refunds which are owed to, escrowed by, or the property of Seller;
- (i) Without limiting the generality of the foregoing clause (g), any and all payments or rights to payment arising out of, or in connection with, Employee Retention Credits, the Coronavirus Aid, Relief and Economic Security (CARES) Act, the Consolidated Appropriations Act of 2021 (CAA) or the American Rescue Plan Act (ARPA);
- (j) Any policies of insurance and/or interests in insurance pools and programs, and all claims made and rights to payment thereunder ;
- (k) All Contracts other than Assumed Contracts and obligations thereunder;
- (l) Any benefit plans offered by Seller to Facility Employees or any assets relating thereto;

- (m) All cause or causes of action or claim or claims arising in connection with or relating to events that occurred prior to the Closing Date, and rights to recovery pursuant to all causes of actions and claims of Seller existing as of the Closing Date, but excluding any claim, causes of action, defense, setoff, or recoupment related to Assumed Contracts;
- (n) All work product, attorney-client and accountant-client privileged materials held or controlled by Seller;
- (o) Actions unrelated to the ~~day-to-day~~ Purchased Assets or the operations of the Facility and all avoidance actions under Chapter 5 of the Bankruptcy Code;
- (p) All intercompany receivables; and
- (q) All rights accruing or to accrue to Sellers under this Agreement.

Section 2.03 Assumed Liabilities. As partial consideration for the transfer, assignment and delivery of the Purchased Assets to Buyer, and upon the terms and subject to the conditions set forth in this Agreement, Buyer shall assume, pay and perform the following liabilities and obligations of Seller (collectively, the “*Assumed Liabilities*”):

- (a) (i) The Cure Amounts and (ii), all Liabilities and obligations arising under the Assumed Contracts and relating to the period from and after the Effective Time;
- (b) ~~All~~ Liabilities arising from Accrued PTO and (ii) all Liabilities arising from and relating to the period after the Effective Time, in each case for any Hired Employees;
- (c) ~~[BUYER TO ADDRESS ITS INTENTION AS TO RESIDENT DEPOSITS AND ENTRANCE FEES~~ Reserved].
- (d) ~~{~~ Those Liabilities of the Sellers set forth in Schedule 2.03(d); ~~}~~
- (e) All liabilities and obligations ~~created by~~ expressly assumed by Buyer pursuant to this Agreement ~~respecting Buyer~~; and
- (f) All other obligations and liabilities arising out of Buyer’s possession, use, ownership, transfer or other disposition of the Purchased Assets after the Effective Time and which relate to the period after the Effective Time.

Section 2.04 Excluded Liabilities; Non-Assumption of Liabilities. Except for the Assumed Liabilities, Buyer shall not assume, pay or perform any indebtedness, liabilities or other obligations of Seller (collectively, the “*Excluded Liabilities*”). Without limiting the generality of the foregoing, and except as otherwise provided herein, (i) Buyer shall not be required to assume and shall not have any liability or obligation with respect to any contract, liability or obligation, direct or indirect, absolute or contingent of Seller or to any other person, entity, or Seller Affiliate regarding any claims or litigation pending or later arising against Seller or any Seller Affiliate that are based on their actions or omissions, and (ii) under no

circumstances shall Buyer be deemed to have agreed to or accepted Seller's or any Seller Affiliate's liability for any act, omission, or any other obligation of any nature whatsoever to any resident or resident representative (excepting any post-closing liabilities assumed by Buyer) or to the State, federal or local government for any liabilities related to cost report settlements, fines, penalties, overpayments or recoupments.

Section 2.05 Purchase Price. The aggregate purchase price to be paid by Buyer to the Sellers for the Purchased Assets at the Closing shall be ~~_____~~ THIRTY FIVE MILLION AND ~~___00/100~~ DOLLARS (\$~~_____~~ 35,000,000.00) (the "**Purchase Price**"), plus (i) the assumption of the Assumed Liabilities and (ii) the Cure Amounts, if any.

Section 2.06 Payment of Purchase Price; Escrow Deposit. Buyer shall make the following payments on account of the Purchase Price:

- (a) Buyer shall deliver to Escrow Agent, ~~on or before~~ within two (2) Business Days of the Execution Date, an earnest money deposit in the amount of ~~_____ AND ___/100~~ ONE MILLION SIX HUNDRED FIFTY THOUSAND DOLLARS (\$~~_____~~ 1,650,000) (the "**Escrow Deposit**"), ~~which amount is equal to the greater of (x) \$250,000 or (y) five percent (5%) of the aggregate Purchase Price,~~ to be held by Escrow Agent pursuant to the terms of an escrow agreement in substantially the form attached as Exhibit 2.06(a) hereto (the "**Escrow Deposit Agreement**"). Upon Closing or termination of this Agreement, the Escrow Deposit, together with accrued interest thereon, if any, shall be delivered to Sellers or Buyer in accordance with the applicable terms of this Agreement.
- (b) Buyer shall receive a credit at Closing for immediate repairs recommended for the Facilities as set forth in the PCNA in an amount of not less than \$2,500,000 (the "**Repair Credit**").
- (c) Buyer shall assume all PTO due at Closing up to the amount of \$450,000 and receive a credit at Closing for assumed PTO that is over \$450,000.
- (d) Buyer shall assume all entrance fee refunds due at Crowne Pointe at Closing up to the amount of \$310,000 and receive a credit at Closing for entrance fee refunds that are over \$310,000.00.
- (~~e~~) Buyer shall make payment of the balance of the Purchase Price, plus or minus proration or adjustments as set forth herein (the "**Purchase Price Balance**"), at the Closing by wire transfer to the Escrow Agent.

Section 2.07 Allocation of Purchase Price. The Parties have prepared the allocation schedule attached hereto as Schedule 2.07, and agree that the Parties shall allocate the Purchase Price (and all other capitalized costs) among the Purchased Assets for the applicable Seller, for Tax and accounting purposes only, in accordance with such Schedule 2.07 (the "**Purchase Price Allocation**"). Each Seller and Buyer each hereby covenant and agree that neither of them will take a position on any income tax return, before any

Government Entity, or in any judicial proceeding that is in any way inconsistent with the allocation set forth on Schedule 2.07. Each party shall duly and timely file Form 8594 with its appropriate tax returns. For the avoidance of doubt, the Purchase Price Allocation is not binding on any party for any other purpose.

Section 2.08 Taxes, Fees and Expenses. Subject to Section 6.09, Buyer shall be responsible for and shall pay all applicable sales taxes, grantor's taxes, recordation fees and all other similar taxes arising out of the consummation of the transactions contemplated hereby, and any other fees and expenses associated with the transfer of the Purchased Assets as contemplated herein. Each Seller shall be responsible for and shall pay any income tax of such Seller as a result of the transactions contemplated herein. Except as set forth in the immediately preceding sentence, each of Buyer and the applicable Seller shall pay its own costs incurred in connection with the transactions contemplated herein, including reasonable attorneys' fees and due diligence expenses.

Section 2.09 Apportionment of Expenses; Prorations.

- (a) All expenses arising from the ownership of the Purchased Assets shall be apportioned between Buyer and the applicable Seller as of the Effective Time, in accordance with the principle that the Buyer shall only be responsible for all expenses and obligations arising from the ownership of the Purchased Assets at or after such time. All real estate and personal property taxes respecting the Purchased Assets shall be prorated as of the Closing.
- (b) The following items shall be prorated among Buyer and the applicable Seller as of the Proration Time and paid or credited at the Closing, as shall be set forth on the Closing Statement:
 - (i) All state, county, city, school, ad valorem and other local real and personal property taxes and assessments and business personal property taxes relating to or assessed against the Real Property or the Business(es);
 - (ii) Any utilities or other periodic charges that cannot be changed to Buyer or Buyer's designee's account by the Closing Date;
 - (iii) Prepayments made by the Sellers for services relating to the Business(es) and provided after the Proration Time, which shall be credited to the Sellers; ~~and~~
 - (iv) Prepaid and other rentals in Seller's possession or control, shall be credited to Buyer as of the Proration Time and Buyer shall assume all of Seller's financial and custodial obligations with respect to the prepaid rent so credited;
 - (v) Buyer shall be credited and Seller shall be debited with an amount equal to all rent abatements and concessions for periods on and after the Proration Time;
 - (vi) Refundable tenant deposits, if any, in Seller's possession or control shall be credited to Buyer as of the Closing Date;

(~~iv~~vii) Provider taxes, privilege Texas or so-called bed taxes or similar taxes and fees, howsoever designated.

Section 2.10 Title Insurance Commitment; Survey.

- (a) The Parties acknowledge that, prior to the Execution Date, the applicable Seller has delivered to Buyer (i) a commitment for title insurance, along with copies of all easements and building and use restriction identified in the commitment (collectively, the “***Title Insurance Commitment***”) and (ii) ALTA/NSPS as-built surveys (collectively, the “***Surveys***”) for the Real Property. Buyer hereby waives any right to provide a Title Objection (as defined below) with respect to the Title Insurance Commitment and Surveys provided to Buyer prior to the Execution Date.
- (b) If Buyer desires an updated Title Insurance Commitment or updated Surveys (“***Updated Title Work***”), then Buyer shall pursue and obtain such Updated Title Work at its sole cost and expense by no later than ten (10) days after the Execution Date. If the Updated Title Work discloses title exceptions or matters (i) not identified in the Title Insurance Commitment and Surveys delivered pursuant to paragraph (a) and (ii) in the reasonable judgment of Buyer, render title uninsurable or unmarketable, or otherwise adversely affect the use of the Real Property to conduct the Business (a “***Title Defect***”), then Buyer shall deliver to the Seller a written statement of any such Title Defects (a “***Title Objection***”) no later than five (5) Business Days after its receipt of the Updated Title Work; provided that (i) any objections to Title Defects not timely delivered as aforesaid will be waived and (ii) any matter disclosed in the Updated Title Work and not identified in a timely Title Objection shall be deemed a Permitted Encumbrance. If the applicable Seller timely receives such a Title Objection, such Seller shall elect, in a written response to Buyer delivered within five (5) Business Days of such Seller’s receipt of the Title Objection (the “***Title Objection Response Deadline***”) to (i) cure any or all of the Title Defects identified in such Title Objection or (ii) not cure such Title Defects; provided that, if the applicable Seller does not deliver its response prior to the Title Objection Response Deadline, then such Seller shall be deemed to have elected to cure the Title Defects. If Seller elects not to cure any of the Title Defects identified in the Title Objection, then Buyer may elect to terminate this Agreement by giving Sellers within five (5) Business Days after receipt of the applicable Seller’s election not to cure such Title Defects; provided that, if Buyer does not timely make such an election, then such Title Defects shall be deemed Permitted Encumbrances hereunder.
- (c) Notwithstanding anything to the contrary set forth herein, prior to the Closing Date, Sellers shall be required to remove any of the following with respect to the Purchased Assets or cause the same to be removed as an exception to title by the Sale Order, whether or not objected to by Buyer: any liens secured by mortgages securing loans made to Sellers, mechanics’ liens relating to work contractor for by Sellers, judgment liens against Sellers, and liens for delinquent real property taxes and assessments.

(ed) Buyer acknowledges and agrees that (i) Sellers may elect to address any identified Title Defects through the Sale Motion, whereby holders of Liens, Claims and Encumbrances may be adequately protected by having such Liens, Claims or Encumbrances attach to the portion of the Purchase Price ultimately attributable to the Purchase Assets against or in which such holders claim an interest, with the same validity, force, effect and priority which they had against such Purchased Assets as of the Execution Date, subject to any claims and defenses that Sellers or their estates may assert with respect thereto and (ii) notwithstanding anything herein to the contrary, all Liens, Claim and Encumbrances that can be satisfied by the payment of money shall be addressed in the Sale Order; provided that in all events, such Title Defects (a) shall be omitted by the Title Company as an exception to the owner's policy and any lender's policy delivered to Buyer at Closing, and (b) the Sale Order shall state that all such Liens, Claims and Encumbrances will not attach to or affect the Purchased Assets after Closing.

Section 2.11 Third Party Consents(a) . To the extent that Sellers' rights under any contract or permit constituting a Purchased Asset, or relating to a Purchased Asset, may not, pursuant to Section 365 of the Bankruptcy Code, be assigned to Buyer without the consent of another Person, which consent has not been obtained, nothing set forth in this Agreement shall constitute an agreement by Sellers to assign or cause the assignment of same if an attempted assignment would constitute a breach of such contract or permit, or be unlawful. Buyer, at its own expense, shall use its commercially reasonable ~~best~~ efforts to obtain any such required consents.

Section 2.12 Indemnification Escrow. From and after the Effective Time of the Closing, conditioned on such Closing, the Sellers will indemnify, defend and hold harmless the Buyers and their affiliates and representatives (collectively, the "Buyer Indemnified Parties") from and against any and all Losses suffered or incurred by any of the Buyer Indemnified Parties as a result of or arising out of (a) any claim of recapture by The Centers for Medicare and Medicaid Services ("CMS") or any other governmental authority or other third party payor with respect to an alleged overpayment or alleged underpayment with respect to operation of the Facilities, for periods prior to the applicable Closing Date ("Recapture Claim"), or (b) any and all Taxes related to the operation of the Facilities that are assessed for periods prior to the Effective Time, including, but not limited to, provider tax, gross receipts tax, bed tax, and quality assessment tax. As security for Sellers' indemnity obligations, Sellers shall place into escrow with the Escrow Agent" the sum of Five Hundred Thousand Dollars (\$500,000) (the "Indemnification Escrow Amount") for the period of one (1) year from and after the Closing. The Escrow Amount shall be held and disbursed by the Escrow Agent in accordance with the terms of an escrow agreement in form and substance reasonably satisfactory to the Parties and the Escrow Agent (the "Indemnification Escrow Agreement").

ARTICLE III CLOSING

Section 3.01 Closing. Subject to the terms and conditions of this Agreement and the Sale Order, including, without limitation, the satisfaction or waiver by the appropriate Party of all of the conditions precedent to Closing specified herein, the consummation of the transactions contemplated by and described

in this Agreement (the “*Closing*”) shall be conducted remotely, via an exchange of emails authorizing and directing the Escrow Agent to release originals of executed documents from escrow for recording purposes and to wire funds to the appropriate parties, to occur on the date (such date of consummation being referred to herein as the “*Closing Date*”) that is the ~~earlier of (i) the~~ first Business Day of a calendar month that occurs five (5) Business Days following the date on which the conditions to Closing set forth in Article VII are either satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date) ~~and (ii) the Outside Closing Date~~, or at such other time, date or location as shall be agreed upon by the Parties; provided that in no event shall the Closing occur later than the Outside Closing Date unless mutually agreed by the parties hereto. Regardless of the time it actually occurs, the Closing will be deemed effective for all purposes as of 12:01 a.m. (Central Time) on the Closing Date (the “*Effective Time*”).

Section 3.02 Actions of Seller at Closing. At the Closing and unless otherwise waived in writing by Buyer, the applicable Seller shall execute and/or deliver to Buyer the following:

- (a) Bills of sale, in the form attached hereto as Exhibit 3.02(a) (the “*Bills of Sale*”), executed by the applicable Sellers, transferring the Tangible Personal Property, the Intangible Personal Property, the Intellectual Property Assets and the IT Assets to Buyer or its designee;
- (b) Assignment and assumption agreements, in the form attached hereto as Exhibit 3.02(b) (the “*Assignment and Assumption Agreements*”), executed by the applicable Sellers, effecting the assignment to and assumption by Buyer or its designee of the Assumed Contracts;
- (c) With respect to each parcel of Real Property, a quitclaim deed, in the form attached hereto as Exhibit 3.02(c) (the “*Deeds*”), executed by the applicable Seller;
- (d) Closing certificate of the applicable Seller, certifying that each covenant and agreement of Seller to be performed prior to or as of the Closing pursuant to this Agreement has been performed and each representation and warranty of the applicable Seller are true and correct in all material respects on the Closing Date, as if made on and as of the Closing (the “*Seller Closing Certificate*”);
- (e) Certificates of incumbency for the respective officers of the applicable Seller executing this Agreement or making certifications for the Closing, together with certified copies of resolutions authorizing the transactions contemplated herein, dated as of the Closing Date;
- (f) Certificates of existence and good standing of the applicable Seller from the Secretary of State of its formation, dated the most recent practical date prior to the Closing;
- (g) A closing statement setting forth all proration and adjustments (the “*Closing Statement*”), duly executed by the Sellers; and
- (h) Such other instruments and documents as Buyer reasonably deems necessary to effectuate the transactions contemplated hereby.

Section 3.03 Actions of Buyer at Closing. At the Closing and unless otherwise waived in writing by the applicable Seller, Buyer shall deliver to the applicable Seller(s) the following:

- (a) The Assignment and Assumption Agreements duly executed by Buyer and in the form attached hereto as Exhibit 3.02(b);
- (b) Closing certificate of Buyer, certifying that each covenant and agreement of Buyer to be performed prior to or as of the Closing pursuant to this Agreement has been performed and each representation and warranty of Buyer is true and correct in all material respects on the Closing Date, as if made on and as of the Closing (the “**Buyer Closing Certificate**”);
- (c) Certificates of incumbency for the respective officers of Buyer executing this Agreement dated as of the Closing Date, together with certified copies of resolutions authorizing the transactions contemplated herein;
- (d) Certificate of existence and good standing of Buyer from the Secretary of State of the applicable jurisdiction in which the Buyer is formed, dated the most recent practical date prior to Closing; and
- (e) Such other instruments and documents as Seller reasonably deems necessary to effect the transactions contemplated hereby.

On the Closing Date, Buyer shall cause the Escrow Agent to deliver the Purchase Price to the Sellers. For the avoidance of doubt, such Purchase Price shall include the Escrow Deposit and the Purchase Price Balance.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF EACH SELLER

Except as set otherwise expressly set forth in this Agreement or any exhibit or schedule attached hereto, each Seller represents and warrants as to itself to Buyer that the following statements are true and correct as of the Execution Date and will be true and correct as of the Closing ~~Date~~Dat:

Section 4.01 Existence and Capacity. Seller is ~~not-for-profit or nonprofit corporation~~ a limited liability company validly existing in good standing under the laws of the State of its formation. Seller has the requisite power and authority, subject to requisite approvals of the Bankruptcy Court, to enter into this Agreement, to perform its obligations hereunder, and to conduct its business as such business is being conducted as of the ~~Effective~~Execution Date.

Section 4.02 Power and Authority. Subject to entry of the Sale Order by the Bankruptcy Court, the execution, delivery and performance of this Agreement, and consummation of the transaction contemplated herein, by Seller have been duly authorized by all appropriate corporate action on the part of the Sellers, do not require any approval or consent of, or filing with, any third party, will not violate any statute, law, rule or regulation, or any judgment, decree, writ or injunction of any court or Government Entity, to which

Seller may be subject, and will not violate any provision of any agreement to which Buyer is a party or by which Seller is bound.

Section 4.03 Binding Agreement. This Agreement and all agreements to which Seller will become a party pursuant hereto are and will constitute the valid and legally binding obligations of Seller, and are and will be enforceable against Seller in accordance with the respective terms hereof or thereof.

Section 4.04 Title to Purchased Assets. As of the Closing, Seller shall hold good and valid title to all of the Purchased Assets which it owns, and at the Closing, will assign and convey to Buyer good and valid title free from all Liens, Claims and Encumbrances other than Permitted Encumbrances.

Section 4.05 Material Contracts. All material contracts agreements, leases and other commitments, in each case (i) in which the annual payments exceed \$100,000, that Seller is a party to respecting the Business conducted by Seller at the Facility or which otherwise affects the Purchased Assets (the “**Material Contracts**”) are listed and summarized on Schedule 2.01(d)6.05, and there are no undisclosed material amendments or modifications to any such contracts. The Material Contracts delivered to Buyer are true, correct and complete copies thereof. There are no defaults under the Material Contracts except as disclosed to Buyer prior to the Execution Date.

Section 4.06 Intellectual Property; Computer Software. Except as set forth in Section 2.02(g), the Intellectual Property Assets include all patents, copyrights, inventions, processes and applications therefore (whether registered or common law) currently owned or used by Sellers in the Business and necessary for the operation thereof.

Section 4.07 Permits. All Permits and Regulatory Approvals held by the Sellers or Operator to conduct the Business(es) as currently conducted are set forth in Schedule 4.07(a).

Section 4.08 Litigation or Proceedings. Except as set forth in Schedule 4.08, there are no Actions pending or, to Sellers’ Knowledge, threatened against or by the Sellers or the Facilities (i) relating to or affecting the Business(es), the Purchased Assets or the Assumed Liabilities or (ii) that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

Section 4.09 Real Property. Schedule 2.01(a) sets forth each parcel of Real Property owned by the Sellers and used in the conduct of the Business(es) as conducted as of the Effective Execution Date, including with respect to each such parcel, the street address and use.. Sellers have delivered or made available to Buyer copies of the deeds and other instruments (as recorded) through which the applicable Seller acquired such parcels of Real Property, and copies of all title insurance policies, opinions, abstracts and surveys in the possession of such Seller with respect thereto.

Section 4.10 Environmental Laws. With respect to the ownership or operation of the Real Property, the Facility or the use of the Purchased Assets by Sellers:

- (a) To Sellers’ Knowledge, the applicable Seller is and the Facilities are not in violation, in any material respect, of any Environmental Law.

- (b) To Sellers' Knowledge, (i) the Sellers have not in the last five years received any written notice alleging or asserting a violation of any Environmental Law with respect to the Real Property, the Facility or the Purchased Assets, (ii) no investigation, administrative order, litigation or settlement with respect to any Environmental Laws is pending or threatened with respect to the Real Property, the Facility or the Purchased Assets, and (iii) no written notice has been received by Seller respecting the Facility or the Purchased Assets from any Government Entity or individual claiming any material violation of any Environmental Laws, or requiring compliance with any Environmental Laws, or demanding payment or contribution for environmental damage or injury to natural resources.

Section 4.11 Employee Relations. Schedule 4.11 lists all persons who are employees, independent contractors or consultants who, as of the Execution Date, provide services in the Facility, including any such person who is on a leave of absence of any nature, paid or unpaid, authorized or unauthorized, and sets forth for each such person: (i) name, (ii) title or position, (iii) hire date, (iv) full time equivalent status, (v) rate of base compensation, (vi) commission, bonus or other incentive-based compensation and (vi) a description of fringe benefits, if any, provided to each such person (the "**Facility Employees**"). With respect to the Facility Employees, except as set forth on Schedule 4.11 hereto:

- (a) All Facility Employees are "at will" employees or Seller has provided to Buyer copies of such employment, consulting, independent contractor, bonus, severance, or other similar written engagement to which Seller is a party.
- (b) There has not been within the last five (5) years and there is no pending strike, picketing, work stoppage, or any proceeding against or affecting Seller relating to an alleged violation of any legal requirements pertaining to labor relations.
- (c) There is no union representation or organizing activities and no collective bargaining agreement or activities.
- (d) To Sellers' Knowledge, there are no pending or threatened claims before the Equal Employment Opportunity Commission (or comparable state agency), complaints before the Occupational Safety and Health Administration (or comparable state agency), wage and hour claims, unemployment compensation claims, workers' compensation claims, or the like.
- (e) Sellers does not, and is not required to, contribute (and Sellers have not ever contributed or been required to contribute) to any multi- employer plan, as defined in Section 3(37) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") with respect to the employees of the Facility.

Section 4.12 Insurance. Schedule 4.12 sets forth (i) a true and complete list of all current policies or binders of fire, liability, product liability, umbrella liability, professional liability, real and personal property, workers' compensation, vehicular, fiduciary liability and other casualty and property insurance maintained by Sellers or their Affiliates and relating to the Business, the Purchased Assets and the Assumed

Liabilities (collectively, the “*Insurance Policies*”); and (b) with respect to the Business, the Purchased Assets or the Assumed Liabilities, a list of all pending claims and the claims history for the three (3) years prior to the Execution Date.

Section 4.13 Financial Statements. Copies of the income statements for the Business(es) as in each of the years for the fiscal years ending June 30, 2023 and June 30, 2024 (collectively, the “*Financial Statements*”) have been or will be provided to Buyer. The Financial Statements are based on the books and records of the Business(es), are true, complete and correct, and fairly and accurately present (in all material respects when taken as a whole) the financial condition of the Business(es) as of the respective dates they were prepared and the results of the operations of the Business(es) for the periods indicated.

Section 4.14 Brokers. Except for B.C. Ziegler & Co., for which Sellers shall be responsible, no broker, finder or investment banker is entitled to any brokerage, finder’s or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Sellers.

Section 4.15 Taxes. Any unpaid taxes associated with the Purchased Assets or the Facilities which are due and owing (other than real property taxes, ad valorem taxes, personal property taxes, federally recorded tax liens and bed taxes that shall be paid at Closing), shall remain the sole liability of the Sellers. Sellers have not received written notice of, and to Seller’s Knowledge there is no pending claim or proceeding threatened by any taxing authority that relates to or affects the Purchased Assets and/or the Facilities.

Section 4.16 Covenants, Zoning, Condemnation, Property Access. Seller has not received written notice, and Seller has no knowledge, of (i) any material violations of any covenants or restrictions recorded in the public land records against the Facilities, (ii) any material violations of any zoning codes or ordinances applicable to the Facilities, (iii) any condemnation or eminent domain proceedings pending or, to Seller’s Knowledge, threatened or contemplated against the Facilities, or any part thereof, or (iv) any federal, state, county, municipal, or other governmental plans to change the highway or roads adjacent to the Facilities or to restrict or change access from any such highway or road to the Facilities.

Section 4.17 Violations. Sellers have not received written notice of, and to Seller’s Knowledge, there is no condition existing with respect to the Purchased Assets or Facility that violates in any material respect any statute, ordinance, law or code regarding zoning, building, fire, air pollution, or health law, or requires immediate improvement, alteration, addition, correction or other work on or about the Purchased Assets or Facilities, whether related to the Purchased Assets or Facilities or to the activities of any owner or occupant thereof. Seller has not received written notice of, and to Seller’s Knowledge there is not, any violation of any material statute, law regulation, rule, licensing requirement, ordinance, order or permit affecting the Purchased Assets or the Facilities.

Section 4.18 Improvements. To Seller’s Knowledge, no labor has been performed or material furnished for the Facilities or the Real Property, in any material amounts, for which any mechanics’ or materialman’s liens, or any other lien, can be lawfully claimed by any Person that would survive entry of the Sale Order.

Section 4.19 Regulatory Reports. To Seller's Knowledge, Seller has filed, or caused to be filed, all reports, data and other information required to be filed with Governmental Authorities, including without limitation Indiana Department of Health.

Section 4.20 Resident Records and Trust Funds. Seller has dealt with the resident records and Resident Trust Funds (as defined in the OTA) in accordance with applicable Laws.

Section 4.21 Inventory. As of the Closing Date, inventories of food, supplies, medicines, towels and linens on-hand at the Facilities shall be at levels, in quantity or value, consistent with Sellers' past operating practices, but in all events at minimum levels to comply with applicable Law.

Section 4.22 Cost Reports. To Seller's Knowledge, all required reports under state licensing statutes for nursing facilities have been filed. To Seller's Knowledge, all other returns, reports and filings of any kind and nature whatsoever required to be filed by the Facilities and/or Sellers, as they relate to Seller's operation of the business of the Facilities until the Closing Date, including, without limitation, all federal, state and local tax returns and reports required to be filed under Medicaid, Medicare or any other third party payor programs with respect to the operation of the Facilities ("*Cost Reports*") have been properly completed and timely filed in compliance with all applicable requirements and all taxes or other obligations which are due and payable have been timely paid. To Seller's Knowledge, all Cost Reports and other required reports have been prepared in accordance and in compliance with all applicable government rules and regulations. Except as set forth on Schedule 4.22, there are no open or unaudited Cost Reports. There are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any Cost Reports or the payment of any recoupment or assessment relating to any Cost Reports.

Section 4.23 Regulatory Approvals. Seller has received and currently holds all necessary state, federal and local approvals, licenses and permits, for the operation of the Facilities as presently conducted for the number of licensed beds set forth on Schedule 4.23 so as to be in substantial compliance with applicable state, federal, state and local governmental requirements, including without limitation licenses for operation of a skilled nursing facility, assisted living facility, continuing care retirement community and independent living facility, a certificate of need, if required, and all other applicable requirements pertaining to enrollment in or entitling the operator of the Facilities to reimbursement under the Medicare and Medicaid programs, and all such approvals, licenses and permits shall through the Closing Date be unrestricted, unconditional, in good standing and in full force and effect and subject to no waivers or limitations. There are no pending actions or claims, or to Seller's Knowledge, any threatened actions or claims, which, if adversely determined, could materially and adversely affect such approvals, licenses or permits. Seller is in substantial compliance (without waivers) and as of the Closing Date will be in compliance (without waivers), in all material respects, with all applicable municipal, county, state and federal laws, regulations, ordinances, standards and orders.

Section 4.24 Medicare and Medicaid. In connection with the Facilities, Sellers participate in the Medicare and Medicaid Programs (the "*Reimbursement Programs*"). A list of Seller's existing Medicare provider number, Medicaid provider number and NPI is set forth on Schedule 4.24. Under the Reimbursement Programs, all of the licensed beds at the Facilities are certified for participation in Medicaid

and Medicare. Seller is in compliance in all material respects with the terms, conditions and provisions of the Reimbursement Program provider agreements (the “Program Agreements”) and the rules and policies respecting each Program Agreement. To the Seller’s Knowledge, there is no threatened or pending revocation, suspension, termination, probation, restriction, limitation or non-renewal affecting any of Seller’s Program Agreements or third-party payor contracts and Seller is not aware of any fact that could reasonably lead to any such action or result. No written notice of suspension, recoupment, sanction or any other material offset against future reimbursements under or pursuant to the Reimbursement Programs has been received by Seller, nor to the Seller’s Knowledge, is there any basis therefore. With respect to the Reimbursement Programs, except as set forth in Schedule 4.24, there are no pending appeals, adjustments, challenges, audits, litigation, notices of intent to recoup past or present reimbursements for any material amounts. Seller has not been subject to or, to Seller’s Knowledge, threatened with any loss as a result of any utilization review denials with respect to the Reimbursement Programs or any third-party payors during the past twelve (12) months except as identified on Schedule 4.24, nor has Seller received written notice of any pending, threatened or possible decertification or other loss of participation in, any of the Reimbursement Programs. All of the open claims, assessments and audits set forth in 4.24 shall not be a liability of Buyer or New Operator after the Closing Date and shall not have a material adverse effect with respect to the operations of the Facilities after the Closing Date. Seller has not received any written notice from any Governmental Authority of any life safety code or similar violations, nor does Seller have any reason to believe that any condition exists at the Facilities that would violate any life safety codes or any similar regulations. In addition to, and not in any manner limiting the generality of, the foregoing, during the two year period prior to the Closing Date, Seller has not received: (a) a notice of termination of either of the licenses to operate the Facilities as a skill nursing facility, assisted living facility, continuing care retirement community or independent living facility; or (b) a notice of termination of the certification of the Facility to participate in the Medicare and/or Medicaid reimbursement programs.

Section 4.25 Licensed Operator. Jackson County Schneck Memorial Hospital (the “Operator”) is the licensed operator of the Facilities and holds all Medicare and Medicaid provider agreements with respect to the Facilities.

Section 4.154.26 Expiration of Representations and Warranties. The representations and warranties of Sellers contained in this Agreement shall expire upon, and shall not survive for any purpose whatsoever, the Closing.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to each Seller that to the following statements are true and correct as of the Execution Date and will be true and correct as of the Closing Date:

Section 5.01 Existence and Capacity. Buyer is a ~~an~~ limited liability company duly organized and validly existing in good standing under the laws of the State of ~~Indiana~~ Indiana. Buyer

has the requisite power and authority to enter into this Agreement, to perform its obligations hereunder, and to conduct its business as now being conducted.

Section 5.02 Power and Authority. The execution, delivery and performance of this Agreement, and consummation of the transaction contemplated herein, by Buyer:

- (a) are within its powers, are not in contravention of law or of the terms of its ~~{Articles}{Certificate} of {Incorporation}~~ of Organization} and ~~{Bylaws}{Operating}{Limited Liability Company}~~ Agreement};
- (b) have been duly authorized by all appropriate company actions;
- (c) except for the Permits and Regulatory Approvals to be obtained by Buyer and entry of the Sale Order, do not require any approval or consent of, or filing with, any third party;
- (d) will not violate any statute, law, rule or regulation, or any judgment, decree, writ or injunction of any court or Government Entity, to which Buyer may be subject; and
- (e) will not violate any provision of any agreement to which Buyer is a party or by which Buyer is bound.

Section 5.03 Binding Agreement. This Agreement and all agreements to which Buyer will become a party pursuant hereto are and will constitute the valid and legally binding obligations of Buyer, and are and will be enforceable against Buyer in accordance with the respective terms hereof or thereof.

Section 5.04 Adequate Funds. As of the Execution Date, Buyer has funds, or the ability to obtain such funds, in cash in amounts equal to the Purchase Price and other funds needed to consummate the transaction and will at the Closing have immediately available funds in cash, which are sufficient to pay the Purchase Price and to pay any other amounts payable pursuant to this Agreement and to consummate the transaction contemplated herein. Buyer does not have any financing or equity investment contingency of any nature whatsoever.

Section 5.05 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Buyer.

Section 5.06 Legal Proceedings. There are no Actions pending or, to Buyer's Knowledge, threatened against or by Buyer or any Affiliate of Buyer that challenge or seek to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. No event has occurred, nor circumstances exist, that may give rise or serve as a basis for any such Action.

Section 5.07 Due Diligence Materials. Sellers have provided certain documents which relate to the operations and financial conditions of the Business, which are herein referred to as "*Due Diligence Materials.*" Prior to the Execution Date, Buyer has been provided access to the Due Diligence Materials.

Until the Effective Time, Sellers will continue to cooperate in providing information to Buyer as requested, in a timely manner, but is under no obligation to create documents or provide any related documents which are outside those in the possession or control of Sellers. Buyer acknowledges that certain Due Diligence Materials may be limited to summaries, or otherwise contain redactions, if the Sellers reasonably believe the disclosure of such information would be a violation of Law protecting the personal, financial or protected health information of any resident or patient or affiliate of a resident or patient, including, but not limited to, all Laws adopted under the Health Insurance Portability and Accountability Act. Buyer expressly acknowledges that (i) it has completed its due diligence as of the Execution Date and (ii) no due diligence contingency exists with respect to Buyer's obligations under this Agreement.

Section 5.08 Fitness for and Timing for Application for Obtaining Permits and Regulatory Approvals. Buyer has no knowledge of any material fact or other information related to Buyer or any of its Affiliates which could be reasonably expected to have an adverse impact on Buyer's or its designees' ability to obtain the Permits and Regulatory Approvals. To Buyer's Knowledge, it has been in material compliance with healthcare regulatory laws and has not received any communication from a governmental authority or third-party payors that would prohibit or delay the Buyer from consummating the transaction contemplated herein or obtaining the Permits and Regulatory Approvals necessary to operate the Business. Buyer shall have applied for (or caused its designees to apply for) all Permits and Regulatory Approvals which may be applied for prior to Closing no later than ~~three~~five (35) Business Days after the entry of the Sale Order.

Section 5.09 No Guarantee of License. Buyer acknowledges that the Business operations are regulated by local, state, or federal Laws and are conducted under a license or licenses issued or authorized by the applicable state of operation of the applicable Seller. Buyer acknowledges that Buyer shall be responsible, at Buyer's sole cost and expense, for obtaining any and all governmental or quasi- governmental approvals necessary for Buyer's intended use or development of the Real Property, including but not limited to, its licensing of the facilities or ancillary businesses by the applicable state and any platting or zoning, and other such matters; provided that Sellers shall cooperate with Buyer in connection with its application for such licenses.

Section 5.10 Disclaimers; Releases and Limitations. Buyer represents and warrants to Sellers that Buyer is a knowledgeable, experienced, and sophisticated buyer of real estate and/or senior living facilities. Buyer acknowledges that, except for the representations and warranties made by Sellers in ~~Article IV hereof~~this Agreement or the OTA, Buyer has not relied upon and will not rely upon, either directly or indirectly, any statement of Sellers or any of their officers, directors, trustees, agents, employees, or other person acting or purporting to act on behalf of Sellers.

Section 5.11 No Other Warranty. Without in any manner limiting the provisions of the preceding paragraph or elsewhere in this Agreement, as a material part of the consideration for this Agreement, Sellers and Buyer agree that Buyer is taking the property "as-is", "where-is" and "with all faults" and with any and all latent and patent defects and that there is no warranty or representation, express or implied, of any kind or nature (including, without limitation, warranties with respect to habitability, marketability, use or fitness for a particular purpose) made by Sellers with respect to the property (except for the representations of

Sellers expressly set forth in Article IV hereof), all other representations and warranties, both express and implied, are hereby expressly disclaimed and denied. Buyer acknowledges that it has been given adequate time to conduct whatever examination, evaluations, inspections, reviews, studies or tests of the property and its condition as Buyer may desire or determine warranted, and that Buyer is not relying on any representation, warranty, statement or other assertion with respect to the property or its condition or any other matter by Sellers or any of Sellers' officer, director, trustee, agent, employee, attorney or other person acting or purporting to act on behalf of any Seller or any of its Affiliates, but Buyer is relying solely on its own examination, evaluations, inspections, reviews, studies or tests of the property. Without limiting the provisions of preceding paragraphs and this Agreement, Buyer expressly releases and discharges each Seller, its respective Affiliates, members, partners, officers, directors, shareholders, employees, attorneys, agents, brokers, and contractors from any and all obligations, claims, administrative proceedings, judgements, damages, fines, costs, and liabilities arising out of or relating to the physical condition of the property or any portion thereof, including, without limitation any latent or patent construction defects, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Purchased Assets.

ARTICLE VI COVENANTS

The Buyer and each Seller as to itself shall take the following actions and comply with the following obligations prior to the Closing:

Operation of the Businesses. From the Execution Date until the Closing, except as otherwise provided in this Agreement or consented to in writing by Buyer, Sellers shall conduct the Business(es) in the ordinary course of business consistent with past practice, subject to applicable limitations and requirements of the Bankruptcy Code and except as otherwise necessary or reasonable to consummate the transactions contemplated herein.

Section 6.02 Access to Information, Books and Records. Seller will permit representatives of Buyer to have reasonable access to the Facility premises and personnel during normal business hours, as well as the books and records of Seller to the extent relating to the Facility, as may be reasonably necessary to comply with the obligations of the Buyer under this Agreement, to facilitate Borrower's review and inspection of the Purchased Assets. The timing and frequency of such access shall be coordinated with Seller in all cases, and Seller shall have a right to be present during all such access. Buyer shall not interfere with the normal business operations of Seller in any material respect.

Section 6.03 Notice of Developments. Seller shall give prompt written notice to Buyer of any material adverse development causing a material breach of any of the representations and warranties in Article IV above. Buyer shall give prompt written notice to Seller of any material adverse development causing a breach of any of the representations and warranties in Article V above. No disclosure by any of the Parties pursuant to this Section, however, shall be deemed to amend or supplement any Schedule to this Agreement or to prevent or cure any misrepresentation, breach of warranty, or breach of covenant.

Section 6.04 Casualty; Condemnation. As used herein, the term “*Casualty Loss*” means any destruction by fire, storm or other casualty, or any taking or pending or threatened taking, in condemnation or under the right of eminent domain, of any of the Purchased Assets, or a portion thereof, in each case, prior to the Effective Time. Sellers shall promptly give Buyer written notice (a “*Casualty Notice*”) of any Casualty Loss of which Sellers becomes aware. To the extent such Casualty Loss exceeds \$1,500,000 in cost, Buyer shall have the option, which must be exercised within ten (10) days after its receipt of the Casualty Notice, to terminate this Agreement or to proceed with the Closing. If Buyer elects to terminate this Agreement, the Escrow Deposit shall be returned to Buyer and all rights, duties, obligations and liabilities created hereunder shall cease. If Buyer elects to proceed with Closing (or if the Casualty Loss is less than ~~\$1,500,000~~500,000), Buyer shall acquire the Purchased Assets in accordance with the terms hereof without a credit against the Purchase Price and Sellers shall transfer to Buyer all of their rights to unpaid insurance proceeds, claims, awards and other payments arising out of such Casualty Loss with a credit for any deductible and pay to Buyer all sums paid to Sellers as insurance proceeds, awards or other payments arising out of such Casualty Loss less any amounts Sellers have paid to repair or mitigate such Casualty Loss. Sellers shall not voluntarily compromise, settle or adjust any amounts payable by reason of any Casualty Loss without first obtaining the written consent of Buyer, such consent not to be unreasonably withheld, conditioned, or delayed.

Section 6.05 Bankruptcy Actions.

- (a) Prior to the Execution Date, the Sellers and their co-debtor Affiliates filed the Sale Motion seeking, among other things, entry of the Sale Order in substantially the form attached hereto as Exhibit 6.05(a). Buyer acknowledges that the entry of any Order is subject to approval of the Bankruptcy Court.
- (b) Sellers shall comply with all of their respective obligations under (i) the Bid and Sale Procedures Order and (ii) the Sale Order (after the entry of same by the Bankruptcy Court).
- (c) Sellers shall use commercially reasonable efforts to comply (or obtain an Order from the Bankruptcy Court waiving compliance) with all requirements under the Bankruptcy Code and applicable Bankruptcy Rules in connection with obtaining approval of the sale of the Purchased Assets under this Agreement, including serving on all required Persons in the Bankruptcy Case (including (i) all Persons who are known to possess or assert a Lien against any of the Purchased Assets, (ii) the Internal Revenue Service, (iii) all state attorneys general, local realty enforcement agencies and local government entities with taxing authority or the power to approve or consent to the issuance or transfer of the Permits and Regulatory Approvals, and (iv) all other Persons required by any Order of the Bankruptcy Court (including any omnibus notice or case management Order entered in the Bankruptcy Case), notice of the Sale Motion, the Sale Hearing and the objection deadline in accordance with Rules 2002, 6004, 6006 and 9014 of the Bankruptcy Rules, the Bid and Sale Procedures Order or other Orders of the Bankruptcy Court, and any applicable local rules of the Bankruptcy Court.

- (d) (i) Within five (5) days after the Execution Date ~~and preferably by the Execution Date~~, Buyer shall provide a copy of ~~Schedule 6.04~~~~(d)~~6.05, which schedule can be modified by the Buyer by removing from such schedule any Assumed Contract (as defined below) up to ten (10) days before the Closing Date, identifying (i) all Contracts that Buyer wishes to be assumed by Sellers and assigned by Sellers to Buyer at Closing (the “*Assumed Contracts*”); and (ii) all Contracts that Buyer will not be seeking to have assigned by Sellers (the “*Rejected Contracts*”). Sellers shall move to assume and assign to Buyer, effective as of the Effective Time, any Assumed Contract that is designated on or before the fifth day after the Execution Date by Buyer to Seller. After the Closing Date, Sellers shall be released from any further liability under such Assumed Contracts as provided for under Section 365(k) of the Bankruptcy Code. Notwithstanding anything in this agreement to the contrary, Buyer shall not assume any of the Seller’s contracts, including any employments agreements or union contracts. Buyer will assume all payor programs and residency agreement s (and entrance fee agreements).
- (ii) Buyer shall assume all obligations from and after the Closing Date under Assumed Contracts, and at such time as is required by the Bankruptcy Court in the Sale Order, shall pay cash or other acceptable consideration to the third party (or parties) to the applicable Assumed Contract in order to cure the monetary defaults and satisfy any pecuniary obligations of Sellers (or obtain waivers with respect thereto) with respect to the Business, and to provide adequate assurance of future performance under the Assumed Contracts.

Section 6.06 Maintenance of Insurance. From the Execution Date until the Effective Time, Sellers shall keep in full force and effect all insurance coverages existing on the Execution Date.

Section 6.07 Commercially Reasonable Efforts. From the Execution Date until the Closing, each party hereto shall use commercially reasonable efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in Article VII hereof. Additionally, Buyer shall, within ~~three~~five (~~3~~5) Business Days after entry of the Sale Order, submit the necessary applications (which may be submitted prior to Closing) to the applicable regulatory authorities to obtain such Permits and Regulatory Approvals as are needed to consummate the sale (with copies of such applications promptly provided to Sellers) and shall diligently and expeditiously follow up on and pursue such Permits and Regulatory Approvals. Further, Buyer agrees to provide copies of all material correspondence between ~~Seller (or its Affiliates)~~Buyer and any regulatory agency, or similar body, with respect to such applications to Seller and the Bond Trustee within two (2) Business Days of Buyer’s receipt of same.

Section 6.08 Public Announcements. Unless otherwise required by applicable Law (based upon the reasonable advice of counsel), no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed), and the parties shall cooperate as to the timing and contents of any such announcement. Disclosures made to the Bankruptcy Court or in pleadings filed with the Bankruptcy Court or in other related notices shall not be considered a public announcement.

Section 6.09 Bulk Sales Laws. The parties hereby waive compliance with with the provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer; ~~it being understood that any Liabilities arising out of the failure of Sellers to comply with the requirements and provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction which would not otherwise constitute Assumed Liabilities shall be treated as Excluded Liabilities.~~

Section 6.10 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value added, and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the other Transaction Documents (including any real property transfer Tax and any other similar Tax) shall be borne and paid by Buyer when due. Buyer shall, at its own expense, timely file any tax return or other document with respect to such Taxes or fees (and Seller shall cooperate with respect thereto as necessary).

Section 6.11 Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute, and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents.

Section 6.12 Good Faith. Each party agrees, in the exercise of good faith and fair dealing, to take actions necessary or appropriate to satisfy all conditions to closing and to consummate the Closing under this Agreement. Each party agrees to provide prompt notice to the other party of any circumstance or condition which such party has reason to believe may cause a condition of the Closing not to be fulfilled or otherwise create any impediment to the Closing.

Section 6.12 CCRC. Sellers represent, warrant and covenant that (i) the Facilities are each a continuing care retirement community (“CCRC”) and that Sellers holds valid licenses therefor, (ii) Sellers have not submitted the annual filings for calendar year 2023 which are necessary to maintain the Facilities’ CCRC status and license, and (iii) Sellers agree to make all necessary filings to maintain the Facilities’ CCRC status and license such that the Facilities shall be CCRCs and have valid CCRC licenses in good standing as of the Closing Date.

ARTICLE VII CONDITIONS PRECEDENT TO THE OBLIGATIONS OF BUYER AND SELLER

Section 7.01 Conditions to Obligations of All Parties. The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

- (a) No governmental authority shall have enacted, issued, promulgated, enforced or entered any governmental order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal or otherwise restraining or prohibiting

consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof;

- (b) The Bankruptcy Court shall have entered the Sale Order approving the sale to the Buyer which shall be a Final Order unless such finality is mutually waived by the Buyer and the Sellers; and
- (c) Buyer's designees shall received all Permits and Regulatory Approvals that are set forth on ~~Schedule 2.01~~Schedule 4.07.

Section 7.02 Seller's Conditions. All obligations of the applicable Seller which are to be discharged under this Agreement effective as of the Closing Date are subject to the satisfaction, on or before the Closing Date, of each of the following conditions unless expressly waived in writing by the applicable Seller at or prior to the Closing:

- (a) All of the representations and warranties of Buyer contained in Article V of this Agreement shall be true and correct in all material respects as of the Execution Date, and shall be deemed to have been made again on and as of the Closing Date and shall be true and correct in all material respects on and as of the Closing Date.
- (b) Buyer shall have performed or complied in all respects with all covenants and conditions required by this Agreement to be performed or complied with by it on or before the Closing Date.
- (c) The Consents shall have been obtained (or, if not obtainable before Closing, request shall have been made and Seller shall have received reasonably satisfactory assurances that they will be granted after the Closing) and are in form and substance reasonably satisfactory to Seller (the "Material Consents");
- (d) All Regulatory Approvals shall have been obtained, except for any documents required to be filed, or consents, authorizations, orders or approvals required to be issued, after the Closing Date.
- (e) No Action or proceeding shall have been instituted against, and no order, decree or judgment of any Government Entity shall be pending against, Buyer or Seller which seeks to, or would, render it unlawful as of the Closing Date to effect the transfer of the Purchased Assets, and no such action shall seek damages or injunctive relief by reason of the transactions contemplated hereby. Also, no substantive legal objection to the transactions contemplated by this Agreement shall have been received from or threatened by any Government Entity.
- (f) Buyer shall not (i) be in receivership or dissolution, (ii) have made any assignment for the benefit of creditors, (iii) admitted in writing its inability to pay its debts as they mature, (iv) have been adjudicated as bankrupt, or (v) have filed a petition in voluntary bankruptcy,

a petition or answer seeking reorganization, or an arrangement with creditors under the federal bankruptcy law or any other similar law or statute of the United States or any state, nor shall any such petition have been filed against Buyer.

- (g) Buyer shall have made the deliveries required to be made by it under Section 3.03 hereof.
- (h) All certificates and documents delivered to Seller pursuant to this Agreement shall be satisfactory in form and substance to Seller acting reasonably and in good faith.
- (i) The Sale Order shall have been entered by the Bankruptcy Court.
- (j) New Operator has fully performed all covenants to be performed prior to Closing under the OTA and has not breached any of their representations or warranties thereunder, and all conditions precedent to the closing of the OTA have been satisfied.
- (k) The Buyer shall have delivered the Purchase Price.

Section 7.03 Buyer's Conditions. All obligations of Buyer which are to be discharged under this Agreement effective as of the Closing Date are subject to the satisfaction, on or before the Closing Date, of each of the following conditions unless expressly waived in writing by Buyer at or prior to the Closing:

- (a) All of the representations and warranties of the applicable Seller contained in Article IV of this Agreement shall be true and correct in all material respects as of the Execution Date, and shall be deemed to have been made again on and as of the Closing Date and shall be true and correct in all material respects on and as of the Closing Date.
- (b) The applicable Seller shall have performed or complied in all respects with all covenants and conditions required by this Agreement to be performed or complied with by it on or before the Closing Date.
- (c) All Regulatory Approvals shall have been obtained, except for any documents required to be filed, or consents, authorizations, orders or approvals required to be issued, after the Closing Date. Buyer shall have obtained documentation or other evidence satisfactory to Buyer in its reasonable discretion that Buyer has:
 - (i) Buyer shall have received approval from all Government Entities and third-party payors necessary to allow Buyer to conduct the Business and operate the Facility subsequent to Closing;
 - (ii) Buyer shall have received confirmation from all applicable Government Entities that, upon the Closing, all licenses required by law to operate the Facility as currently operated will be transferred to, or issued or reissued in the name of, Buyer (or its Affiliates, as directed by Buyer).
- (d) No Action or proceeding shall have been instituted against, and no order, decree or judgment of any Government Entity shall be pending against, Buyer or Seller which seeks

to, or would, render it unlawful as of the Closing Date to effect the transfer of the Purchased Assets, and no such action shall seek damages or injunctive relief by reason of the transactions contemplated hereby. Also, no substantive legal objection to the transactions contemplated by this Agreement shall have been received from or threatened by any Government Entity.

- (e) The applicable Seller shall have made the deliveries required to be made by it under Section 3.02.
- (f) Sellers have fully performed all covenants to be performed prior to Closing under the OTA and has not breached any of their representations or warranties thereunder, and all conditions precedent to the closing of the OTA have been satisfied.
- (g) All certificates and documents delivered to Buyer pursuant to this Agreement shall be satisfactory in form and substance to Buyer acting reasonably and in good faith.
- (h) Neither this Agreement, the Bid and Sale Procedures Order nor the Sale Order shall have been materially modified from the form set forth in the Exhibits attached hereto.
- (i) Title Company shall be irrevocably committed to issue ALTA 2006 Owner's Policy of Title Insurance covering the Real Property to Buyer, subject only to the Permitted Exceptions.
- (j) Facilities shall be CCRCs and have valid CCRC licenses in good standing as of the Closing Date.
- (k) There shall have occurred no Material Adverse Effect with respect to the Facilities.
- (~~l~~) The Sale Order shall have been entered by the Bankruptcy Court.

ARTICLE VIII ADDITIONAL AGREEMENTS

Section 8.01 Facility Employees.

- (a) Immediately prior the Effective Time, the applicable Seller shall terminate all its Facility Employees remaining in Seller's employ on the Closing Date and, as of the Effective Time, Buyer or its designee(s) shall offer employment to substantially all such Facility Employees on an at-will basis and subject to Buyer's pre-employment screenings and employment practices, policies and procedures (all such Seller Employees hired by Buyer shall be collectively referred to as the "**Hired Employees**"). Buyer or its designee shall have the right to meet with and interview the Facility Employees at least thirty (30) days prior to the Closing Date. Following the Effective Time, Buyer shall provide a standard package of benefits and other terms and conditions of employment to the Hired Employees

at substantially the same levels as those offered by Sellers immediate prior to the Closing Date.

- (b) Buyer shall offer immediate employment to substantially all of the Facility Employees, such that no period of unemployment shall occur between employment with the Sellers and employment with Buyer, and such that there will be no violation of the WARN Act or any comparable state or local laws, with such employment with the Buyer to commence as of the Effective Time. If Buyer fails to offer immediate employment to substantially all of the Facility Employees, Buyer acknowledges and agrees that it shall be responsible for the payment of any amounts or liabilities arising or due under the WARN Act or any comparable state or local laws arising from such failure. In furtherance and not in limitation of the foregoing, Buyer shall treat prior service with Sellers reflected in the information provided above as service with Buyer for purposes of determining eligibility to participate and vesting in all benefits programs maintained by Buyer. Sellers shall cooperate with Buyer in providing information reasonably requested by Buyer to facilitate hiring and establishing benefits for Hired Employees who accept employment with Buyer. This Agreement shall not be deemed to create or grant to any ~~Hired~~Facility Employee any third-party beneficiary rights or claims or any cause of action of any kind or nature.
- (c) The applicable Seller shall provide Buyer, at least ten (10) days prior to the Closing Date, a schedule setting forth, for each of the Facility Employees, an estimated amount of accrued but unused paid time off, together with any associated taxes (including any accrued vacation, sick and holiday time) (collectively, the “*Accrued PTO*”) and the estimate aggregate value of the Accrued PTO as of the Effective Time. Sellers shall provide Buyer, on the Closing Date, with an update schedule reflecting actual Accrued PTO amounts as of the Effective Time. Buyer shall assume the Accrued PTO liability, as updated on the Closing Date, with respect to the Hired Employees and Buyer will, thereafter, be responsible for paying the Hired Employees for their use of their Accrued PTO during their employment with Buyer and upon the termination of their employment with Buyer in accordance with the Buyer’s or its designee’s employment practices. Seller shall pay on the Closing Date all other accrued but unpaid payroll obligations, including without limitation, salaries, wages, benefits and insurance premium obligations as of the Closing Date.
- (d) Buyer shall provide COBRA continuation coverage (within the meaning of Section 4980B of the Internal Revenue Code and U.S. Treasury regulations thereunder) to all Facility Employees who are “M&A qualified beneficiaries” (within the meaning of Treasury Regulation Section 54.4980B-9, Q&A-4) for the duration of the period to which such Facility Employees are entitled to such coverage.

Section 8.02 Misdirected Payments. From and after the Closing, if any Seller or any of its respective Affiliates receives any right, property or asset that is a Purchased Asset, the applicable Seller shall promptly transfer or cause such of its Affiliates to transfer such right, property or asset (and shall promptly endorse

and deliver any such asset that is received in the form of cash, checks or other documents) to Buyer, and such asset will be deemed the property of Buyer held in trust by such Seller for Buyer until so transferred. From and after the Closing, if Buyer or any of its Affiliates receives any right, property or asset that is an Excluded Asset, Buyer shall promptly transfer or cause such of its Affiliates to transfer such asset (and shall promptly endorse and deliver any such right, property or asset that is received in the form of cash, checks, or other documents) to the applicable Seller, and such asset will be deemed the property of such Seller held in trust by Buyer for such Seller until so transferred.

ARTICLE IX TERMINATION

Section 9.01 Termination Prior to Closing.

- (a) This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing:
- (i) By the mutual written consent of Buyer and the Sellers;
 - (ii) By Buyer, by written notice to Sellers, if: (x) Buyer is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Sellers pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article VII, and such breach, inaccuracy or failure has not been cured by Sellers within ten (10) days of Sellers' receipt of written notice of such breach; or (y) any of the conditions set forth in Section 7.01 or Section 7.02 shall not have been, or it becomes apparent that any of such conditions will not be, satisfied by the date that is forty-five (45) days following the date on which the Sale Order is entered (the "*Conditions Satisfaction Deadline*"), unless such failure shall be due to the failure of Buyer to perform or comply with any of its representations, warranties or covenants contained in this Agreement and to be performed or complied with by Buyer prior to the Closing;
 - (iii) By the Sellers, by written notice to Buyer, if: (x) Sellers are not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Buyer pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article VII, and such breach, inaccuracy or failure has not been cured by Buyer within ten (10) days of Buyer's receipt of written notice of such breach; (y) any of the conditions set forth in Section 7.01 or Section 7.03 shall not have been, or it becomes apparent that any of such conditions will not be, satisfied Conditions Satisfaction Deadline, unless such failure shall be due to the failure of Sellers to perform or comply with any of their representations, warranties or covenants contained in this Agreement and to be performed or complied with by Sellers prior to the Closing;
 - (iv) By either the Sellers or Buyer in the event the Closing shall not have occurred on or before the Outside Closing Date (which Outside Closing Date may be extended by mutual agreement of Buyer and Seller), unless such delay is the result of an action or omission by the Party wishing to terminate this Agreement pursuant to this subsection.
 - (v) By Buyer or Sellers if (x) the Sale Order is not entered by November ~~22~~30, 2024 or (y) any Seller sells, transfers, leases or otherwise disposes of, directly or indirectly, including through an asset sale, stock sale, merger or other similar transaction, all or substantially all of its Business or the

Purchase Assets in a transaction or series of transactions with one or more Person in accordance with the Bid and Sale Procedures Order (such event, an “*Alternative Transaction*”); provided that, upon termination under this provision in connection with the occurrence of an Alternative Transaction, Sellers, in accordance with the Bid and Sale Procedures Order, shall pay to Buyer, ~~within [five (5)] Business Days after~~upon and as a condition to the consummation of the Alternative Transaction, from the proceeds of such Alternative Transaction, an amount in cash equal to (i) ~~_____ [NOT TO EXCEED 2.5% OF THE CASH PORTION OF THE PURCHASE PRICE PER THE BID AND SALE PROCEDURES ORDER]~~EIGHT HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$825,000.00) (the “*Break-Up Fee*”) and (ii) Buyer’s actual, documented, reasonable, out-of-pocket costs and expenses in an amount not to exceed ~~_____ dollars (\$ _____) [NOT TO EXCEED 1% OF THE CASH PORTION OF THE PURCHASE PRICE PER THE BID AND SALE PROCEDURES ORDER]~~THREE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$330,000.00).

Section 9.02 Effect of Termination.

- (a) In the event of the termination of this Agreement in accordance with this Article IX, this Agreement shall forthwith become void and there shall be no liability on the part of any Party hereto, except (i) as expressly set forth herein, (ii) in the event of termination pursuant to Section 9.01(a)(i), 9.01(a)(ii) (subject to such failure to meet a condition or delay thereunder not being a result of Buyer’s breach), 9.01(a)(iv) or 9.01(a)(v), Buyer shall, within five (5) Business Days, be refunded the Escrow Deposit, and such refund shall be Buyer’s sole and exclusive remedy with respect to this Agreement and the transactions contemplated herein; and (iii) in the event of termination by the Sellers pursuant to Section 9.01(a)(iii) (subject to such failure to meet a condition or delay thereunder not being a result of Sellers’ breach), Sellers shall retain the Escrow Deposit as liquidated damages and as Sellers’ sole and exclusive remedy with respect to this Agreement and transactions contemplated herein. With respect to the foregoing clause (iii) and retention by the Sellers of the Escrow Deposit as liquidated damages, Sellers and Buyer agree that Sellers’ actual damages would be extremely difficult or impracticable to determine, and that the amount of the Escrow Deposit is a reasonable estimate of the damages that Sellers would incur in such event.
- (b) Upon termination of this Agreement, the rights and obligations of the Parties under this Agreement shall likewise terminate, except that those obligations set forth in Section 10.01 and Section 10.02 shall survive termination of this Agreement.

ARTICLE X MISCELLANEOUS

Section 10.01 Confidentiality. It is understood by the Parties hereto that the information, documents, and instruments delivered to Buyer by the applicable Seller and its agents and the information, documents and instruments delivered to the applicable Seller by Buyer and its agents are of a confidential and proprietary nature. Each of the Parties hereto agrees that both prior and subsequent to the Closing it will maintain the confidentiality of all such confidential information, documents or instruments in connection with the negotiation of this Agreement or in compliance with the terms, conditions and covenants hereof

and will only disclose such information, documents and instruments to its duly authorized officers, members, directors, representatives, and agents (including consultants, attorneys and accountants of each party) and applicable governmental authorities in connection with any required notification or application for approval or exemption therefrom; provided, however, that the foregoing restriction shall not apply to any information that is, through no fault of the applicable party, publicly known or which is lawfully obtained from a third party, or to any disclosure required by any legal requirement or in connection with the enforcement of each Seller's or Buyer's rights under this Agreement. Nothing in this Section, however, shall prohibit the use of such confidential information, documents or information for such governmental filings as in the opinion of Seller's counsel or Buyer's counsel are required by law or governmental regulations or are otherwise required to be disclosed pursuant to applicable state law or the filing of this Agreement with the Bankruptcy Court or pursuant to any Order of the Bankruptcy Court, including, without limitation, the Bid and Sale Procedures Order.

Section 10.02 Cost of Transaction. Whether or not the transactions contemplated hereby shall be consummated, the Parties agree as follows, except as expressly provided herein: (a) the applicable Seller shall pay the fees, expenses and disbursements of such Seller and its Affiliates and their agents, representatives, accountants, and legal counsel incurred in connection with the subject matter hereof and any amendments hereto; (b) Buyer shall pay the fees, expenses and disbursements of Buyer and its Affiliates and their agents, representatives, accountants and legal counsel incurred in connection with the subject matter hereof and any amendments hereto; and (c) in the event the Closing occurs, Buyer shall pay any state or local recording fees, deed, stamp, or other transfer taxes, filing fees, ~~license fees, and any third-party consent or license fees~~ associated with or assessed in connection with the conveyance of any of the Purchased Assets.

Section 10.03 Announcements. The content of any communications to the public relating to the transaction that is the subject of this Agreement including, but not limited to, any letters to patients regarding such transaction, shall be mutually agreed to by Buyer and the applicable Seller.

Section 10.04 Tax and Medicare Effect. ~~None~~ Except as provided herein, none of the Parties (nor such Parties' counsel or accountants) has made or is making any representations to any other Party (nor such party's counsel or accountants) concerning any of the tax, Medicare or Medicaid effects of the transactions provided for in this Agreement as each Party hereto represents that each has obtained, or may obtain, independent tax, Medicare and Medicaid advice with respect thereto and upon which it, if so obtained, has solely relied.

Section 10.05 Survival. The obligations, representations or warranties which by their nature or content would continue beyond the Closing or the expiration or termination of this Agreement shall survive the Closing or any expiration or termination of this Agreement to the extent specifically provided for herein.

Section 10.06 Notices. All notices, demands and other communications required or permitted hereunder shall be deemed sufficiently given if delivered in person, mailed by certified mail, postage prepaid, or sent via nationally recognized overnight carrier, as well as being sent simultaneously by e-mail, addressed as follows:

If to Buyer:

[Ambassador Care Propco LLC](#)
[32 Cross Street, Suite 202](#)
[Lakewood, New Jersey 08701](#)
[Email: pinny@rivertoncap.com](mailto:pinny@rivertoncap.com)
[Attn: Menachem Kofman](#)

Copy to:

[Koss & Schonfeld LLP](#)
[Attn: Allen V. Koss, Esq.](#)
[160 Broadway, 8th Floor](#)
[New York, New York](#)
avk@kandsllp.com

If to Seller:

c/o Christian Horizons
Attn: Kate Bertram, President and Shawn O’Conner, CRO
Two City Place Drive, 2nd Floor
St. Louis, Missouri 63141
Email: kbertram@chliving.org
sconner@hcmpllc.com

Copy to:

Dentons US LLP
Attn: Thomas Vandiver
101 South Hanley, Suite 600
St. Louis, Missouri 63105
Email: thomas.vandiver@dentons.com

or to such other address as either Party may designate by notice to the other Parties.

Section 10.07 Assignment. Neither Party may assign its rights or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of the other party, which consent shall not be unreasonably withheld; [provided that Buyer may assign this Agreement to one or more of its Affiliates without Seller’s consent but upon at least 5 days’](#). Any attempted assignment in violation of this section shall be deemed void and of no force or effect, and a non-curable breach of this Agreement. Buyer may take title to certain or all assets at Closing through a nominee.

Section 10.08 Successors and Assigns. This Agreement shall inure to the benefit of and bind the respective permitted successors and assigns of the Parties hereto. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the Parties to this Agreement or

their respective successors or permitted assigns any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein, it being the intention of the Parties to this Agreement that the Agreement be for the sole and exclusive benefit of such Parties or such successors and assigns and not for the benefit of any other person. Notwithstanding the foregoing, the Parties expressly acknowledge the rights of and benefits accruing to the Bond Trustee hereunder.

Section 10.09 Governing Law; Venue. The validity and construction of this Agreement shall be governed by the laws of the State of Missouri without regard to the conflicts of law rules thereof. The Parties hereby consent to jurisdiction and venue in the Federal or State courts situated in St. Louis County, Missouri including while the Chapter 11 cases are pending, the exclusive jurisdiction of the Bankruptcy Court, and hereby waive any objection to the jurisdiction of, or the venue of any action instituted in, such courts.

Section 10.10 Attorneys' Fees. If legal action is commenced to enforce this Agreement, each Party shall pay its own costs and attorneys' fees in connection with any such action.

Section 10.11 Severability. If any provision of this Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision, and, to this end, the provisions hereof are severable.

Section 10.12 Section Headings. The Section headings are for reference only and shall not limit or control the meaning of any provision of this Agreement.

Section 10.13 Waiver. No delay or omission on the part of any Party in exercising any right hereunder shall operate as a waiver of such right or any other right under this Agreement.

Section 10.14 Amendments. This Agreement may be amended, but only in a writing signed by all Parties hereto and subject to any requisite approval by the Bankruptcy Court.

Section 10.15 Exhibits and Schedules. All Exhibits and Schedules referred to in this Agreement are integral parts of this Agreement and are hereby incorporated into this Agreement as if fully set forth herein, and all statements appearing therein shall be deemed to be representations.

Section 10.16 Entire Agreement. This Agreement, the Exhibits and the Schedules delivered pursuant hereto [and the OTA](#) constitute the entire contract between the Parties hereto pertaining to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether written or oral, of the Parties, and there are no representations, warranties or other agreements between the Parties in connection with the subject matter hereof or thereof, except as specifically set forth herein or therein. The Parties specifically acknowledge that in entering into and executing this Agreement, the Parties rely solely upon the representations and agreements contained in this Agreement [and the OTA](#), and all prior representations or agreements, whether written or verbal, not expressly incorporated herein are superseded.

Section 10.17 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall comprise one and the same instrument. Signature pages exchanged by email shall be fully binding on the Parties.

Section 10.18 WAIVER OF JURY TRIAL. BUYER, AND SELLER HEREBY WAIVE ANY RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM IN CONNECTION WITH ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY CONTRACT OR INSTRUMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, EVENTS LEADING UP TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES' PERFORMANCE OF THIS AGREEMENT, OR ANY CLAIM OF INJURY OR DAMAGE RELATING TO THE FOREGOING OR THE ENFORCEMENT OF ANY REMEDY HEREUNDER.

[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Asset Purchase Agreement as of the Execution Date.

BUYER:

_____,
A[n] _____

By: _____
[Name][Title]

SELLER: LIST OUT EACH SELLER

CROWN POINT CHRISTIAN
VILLAGE, INC.,

~~a[n] [Illinois][Indiana][Iowa][Missouri] [not for-
profit][nonprofit] corporation~~
an Indiana not-for-profit corporation

By: _____
Kate Bertram
President and Chief Executive Officer

HOOSIER CHRISTIAN VILLAGE, INC.,
an Indiana not-for-profit corporation

By: _____
Kate Bertram
President and Chief Executive Officer

Exhibit 3.02(a)

BILL OF SALE OF PERSONAL PROPERTY

This Bill of Sale is made and executed as of the ____ day of _____, 2024, by and between _____, a[n] [Illinois][Indiana][Iowa][Missouri] [not-for-profit][nonprofit] corporation] [limited liability company] (“*Seller*”) and _____, a[n] _____ (“*Buyer*”).

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of [_____], 2024 by and between Seller and Buyer (the “*Purchase Agreement*”), Seller has agreed to sell to Buyer free and clear of all liens and encumbrances, except with respect to any lien or encumbrance arising out of or related to any liability of Seller expressly assumed by Buyer pursuant to the Purchase Agreement, and Buyer has agreed to purchase from Seller, all of Seller’s right, title and interest in and to the Purchased Assets, as that term is defined in the Purchase Agreement, for the consideration in the amount and on the terms provided therein.

NOW THEREFORE, in consideration of the premises and of the mutual representations, warranties, covenants and agreements set forth herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Capitalized Terms**. All capitalized terms used and not otherwise defined in this Bill of Sale shall have the meanings ascribed to them in the Purchase Agreement.
2. **Sale and Transfer of Acquired Assets**. Seller hereby sells, assigns, transfers, conveys, grants and delivers to Buyer, free and clear of all liens and encumbrances, except with respect to any lien or encumbrance arising out of or related to any liability of Seller expressly assumed by Buyer pursuant to the Purchase Agreement, all of Seller’s right, title and interest in and to the ~~Assets, but only to the extent such Assets are to be transferred under the Purchase Agreement at Closing~~ Purchased Assets.
3. **Warranty of Ownership**. Seller warrants that Seller is the legal owner of the Purchased Assets and that the Purchased Assets are transferred free and clear of all liens and encumbrances, except with respect to any lien or encumbrance arising out of or related to any liability of Seller expressly assumed by Buyer pursuant to the Purchase Agreement.
4. **Further Acts Required**. Seller covenants that at the request of Buyer it will promptly do or cause to be done all such further acts, and shall execute and deliver, or cause to be executed and delivered, all transfers, assignments and conveyances, evidences of title, notices, consents and assurances necessary or desirable to put Buyer in actual possession and control of the Purchased Assets, or as Buyer shall reasonably require to better assure and confirm title of Buyer to the Purchased Assets.
5. **Purchase Agreement**. Nothing in this Bill of Sale shall be deemed to supersede, enlarge or modify any of the provisions of the Purchase Agreement, all of which survive the execution and delivery of this Bill of Sale as provided and subject to the limitations set forth in the Purchase Agreement. If any conflict exists between the terms of this Bill of Sale and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

6. Notices. All notices or other communications or deliveries provided for under this bill of sale shall be given as provided in the Purchase Agreement.

7. Caption Headings and Construction of Agreement. The caption headings are used in this bill of sale only as a matter of convenience and for reference and do not define, limit or describe the scope of this bill of sale nor the intent of any provisions.

8. Applicable Law. This bill of sale is made and entered into in the State of [Illinois][Indiana][Iowa][Missouri] and shall be construed and enforced in accordance with the laws of such state.

9. Successors and Assigns. The provisions of this Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed under seal in its name as of the date first above written.

SELLER:

_____,
a[n] [Illinois][Indiana][Iowa][Missouri][not-for-profit][nonprofit]
corporation

By: _____
[Name]
[Title]

Exhibit 3.02(b)

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “**Agreement**”) is made and entered into as of the ____ day of _____, 2024 (the “**Effective Date**”), by and between by and between _____, a[n] [Illinois][Indiana][Iowa][Missouri] [not-for-profit][nonprofit] corporation] (hereinafter referred to as “**Assignor**”) and _____, a[n] _____ (hereinafter referred to as “**Assignee**”).

WHEREAS, pursuant to that certain Asset Purchase Agreement dated _____, 2024, (the “**Purchase Agreement**”) by and between Assignor and Assignee, Assignor is selling and conveying to Assignee certain of Assignor’s assets (the “**Assets**”) used in connection with Assignor’s operation of _____, a senior living community located in _____, [Illinois][Indiana][Iowa][Missouri] (the “**Facility**”);

WHEREAS, in connection with the sale, Assignor has agreed to assign to Assignee all of Assignor’s right, title and interest in and to executory contracts and certain intangible assets of Assignor used in connection with Assignor’s operation of the Facility (the “**Assignor’s Business**”), and Assignee has agreed to assume all of the duties and obligations of the Assignor with respect to such executory contracts and intangible assets arising from and after the date hereof; and

WHEREAS, also pursuant to the Purchase Agreement, Assignee has agreed to assume certain liabilities and obligations of Assignor to the extent expressly set forth therein (the “**Assumed Liabilities**”).

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) paid by Assignee to Assignor, the receipt of which is hereby acknowledged, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns to Assignee all of its right, title and interest in and to executory contracts identified in Exhibit “A” attached hereto and incorporated herein by this reference (the “**Executory Contracts**”), and further assigns and delegates to Assignee all of Assignor’s rights, duties, obligations and covenants contained in such Executory Contracts which arise and relate to the period after the date hereof. Assignee hereby assumes and agrees to perform and discharge all duties, obligations and covenants contained in the Executory Contracts which arise and relate to the period after the date hereof.

2. Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in, to and under the following intangible property owned by Assignor and used in connection with Assignor’s Business (collectively, the “**Intangibles**”):

a. All licenses, permits, certifications, certificates of need, and accreditations held by Assignor relating to the ownership, development and operation of Assignor’s Business (including any applications and pending approvals), to the extent assignable (the “**Licenses**”);

b. All intellectual property used in the operation of Assignor's Business, facilities and properties (the "***Intellectual Property***"), including, but not limited to, the items listed on Exhibit "B" attached hereto and incorporated herein by this reference;

c. All paper and/or electronic resident records relating to Assignor's past and present residents of the Facility;

d. All manufacturers' and vendors' warranties relating to the Purchased Assets, to the extent transferable, and rights and claims that may be asserted by (but not against) Assignor related to the Purchased Assets;

e. All personnel records relating to employees of Assignor's Business who are hired by Assignee (to the extent such records are transferable under applicable law), equipment records, documents, catalogs, books, records, files, operating manuals, and other records relating to the Purchased Assets or operation of the Facility (but excepting any documents or records relating to Assignor's tax returns and Assignor's internal corporate affairs); and

f. All goodwill associated with the Purchased Assets;

3. Assignee hereby assumes and agrees to perform all covenants, agreements and undertakings of Assignor, arising from and after the date hereof, under the Intangibles.

4. Assignee hereby agrees to indemnify, defend and hold harmless Assignor from any claim, cause of action, loss, damage or expense (including without limitation reasonable attorneys' fees and court costs) resulting from any breach by Assignee of its obligations under the Executory Contracts or the Intangibles or any claim of such breach arising out of or based on events from and after the Effective Date. Assignor hereby agrees to indemnify, defend and hold harmless Assignee from any claim, cause of action, loss, damage or expense (including without limitation reasonable attorneys' fees and court costs) resulting from any breach by Assignor of its obligations under the Executory Contracts or the Intangibles or any claim of such breach arising out of or based on events prior to the Effective Date.

5. Assignee hereby assumes and agrees to be personally liable for all liabilities and obligations arising under the Executory Contracts from and after the Effective Date.

Any creditor of Assignee with respect to the Assumed Liabilities may enforce its rights against Assignor directly, without any obligation to proceed against Assignee.

6. This Agreement may be executed in one or more counterparts, and by electronically transmitted signature, and each counterpart and signature shall be deemed to be an original and all of which together shall constitute one agreement that is binding on all parties.

[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption Agreement as of the day and year first above written.

ASSIGNOR:

_____,
a[n] [Illinois][Indiana][Iowa][Missouri][not-for-profit][nonprofit] corporation

By: _____
[Name], [Title]

ASSIGNEE:

_____,
a[n] _____

By: _____
[Name], [Title]

Exhibit 3.02(c)

FORM OF DEED

[Attached.]

[SPACE ABOVE THIS LINE IS FOR RECORDING INFORMATION]

_____,
a[n] [not-for-profit][nonprofit]

to

_____,
a[n] [Illinois][Indiana][Iowa][Missouri]

QUIT CLAIM DEED

Dated: As of [____], 2024

Location:

County:

UPON RECORDATION RETURN TO:

Dentons US LLP
101 S. Hanley, Suite 600
St. Louis, Missouri 63105
Attention: Thomas K. Vandiver

QUIT CLAIM DEED

This Quit Claim Deed, made this ____ day of _____, 2024, _____, a[n] [Illinois][Indiana][Iowa][Missouri] [not-for-profit][nonprofit] corporation], (“Grantor”), and _____, a[n] _____ (“Grantee”), WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, by Grantee, the receipt of which is hereby acknowledged, by these presents does REMISE, RELEASE, ALIENATE AND CONVEY unto the Grantee, FOREVER, all the following described real estate, situated in the County of _____ and State of [Illinois][Indiana][Iowa][Missouri], known and described as follows, to wit (the “Premises”):

See Schedule 1 attached hereto and made a part hereof, together with all improvements and fixtures located thereon and owned by Grantor as of the date hereof and any rights, privileges and appurtenances pertaining thereto.

TO HAVE AND TO HOLD the said Premises as described above, with the appurtenances unto the Grantee, forever.

This is a Quit Claim Deed. Grantor makes no representations whatsoever, express or implied, regarding the Premises, this Deed or any other matters.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, Grantor executed this Quit Claim Deed the day and year first above written.

GRANTOR:

_____,
a[n] [Illinois][Indiana][Iowa][Missouri] [not-for-profit][nonprofit]

By: _____
[Name], [Title]

STATE OF _____)

)

COUNTY OF _____)

On _____, 2024, before me, the undersigned, a notary public in and for said State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

_____, Notary Public

Printed Name: _____

My Commission Expires:

Send Subsequent Tax Bills to:

I affirm under penalties of perjury, that I have taken reasonable care to redact each social security number in this document unless required by law. This instrument is prepared by _____. [NTD: this

clause is only required for recordation in Indiana; confirm form of Quit Claim Deed with local title company]

SCHEDULE 1 TO QUIT CLAIM DEED
LEGAL DESCRIPTION

[To be inserted.]

Schedule 2.01(a) to Asset Purchase Agreement

DESCRIPTION OF REAL PROPERTY

[To be inserted.]

Schedule 2.01(dg) to Asset Purchase Agreement

CONTRACTS

INTELLECTUAL PROPERTY

[To be inserted.]

Schedule ~~2.01~~2.02(fb) to Asset Purchase Agreement

~~INTELLECTUAL PROPERTY~~ASSUMED LIABILITIES

{To be inserted.}

Schedule 2.02(d) to Asset Purchase Agreement

DEPOSIT ACCOUNTS

Schedule 2.03(d) to Asset Purchase Agreement

LIABILITIES

Schedule 2.07 to Asset Purchase Agreement

ALLOCATION

Schedule ~~4.024.05~~ to Asset Purchase Agreement

MATERIAL CONTRACT ~~VIOLATIONS~~

[To be inserted.]

Schedule 4.084.07 to Asset Purchase Agreement

LITIGATION PROCEEDINGS

PERMITS AND REGULATORY APPROVALS

[To be inserted.]

Schedule ~~4.10(b)~~4.08 to Asset Purchase Agreement

GOVERNMENTAL NOTICES LITIGATION PROCEEDINGS

[To be inserted.]

Schedule 4.11 to Asset Purchase Agreement

EMPLOYEE RELATIONS

Schedule 4.12 to Asset Purchase Agreement

EMPLOYEES**INSURANCE POLICIES**

Schedule ~~6.014.22~~ to Asset Purchase Agreement

~~REGULATORY APPROVALS~~COST REPORTS

Schedule ~~6.024.23~~ to Asset Purchase Agreement

THIRD-PARTY CONSENTS

LICENSED BEDS

Schedule ~~7.01(e)~~4.24 to Asset Purchase Agreement

~~MATERIAL CONSENTS~~MEDICARE AND MEDICAID

Schedule 6.05 to Asset Purchase Agreement

ASSUMED CONTRACTS AND REJECTED CONTRACTS

Summary report:	
Litera Compare for Word 11.4.0.111 Document comparison done on 10/9/2024 4:58:39 PM	
Style name: Underline Strikethrough	
Intelligent Table Comparison: Active	
Original filename: C:\Users\soulson\OneDrive - Dentons\Desktop\KMJ Redlines\Christian Horizons - Form of Asset Purchase Agreement - Section 363 Bid(127219192.9).docx	
Modified filename: C:\Users\soulson\OneDrive - Dentons\Desktop\KMJ Redlines\Christian Horizons - Ambassador – Asset Purchase Agreement – Section 363 Bid(127920468.8).docx	
Changes:	
<u>Add</u>	249
Delete	181
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	430

EXHIBIT B-1

Illinois Properties Stalking Horse APA

ASSET PURCHASE AGREEMENT

by and among

Christian Homes, Inc.,
Hickory Point Christian Village, Inc. (f/k/a Fair Havens Christian Homes Inc.),
Lewis Memorial Christian Village, River Birch Christian Village, LLC, and
Senior Care Pharmacy Services LLC

each, as a Seller, and collectively, Sellers

and

CH Arcadia Holdco, LLC, an Illinois limited liability company, as Buyer

dated as of October 8, 2024

EXHIBITS LIST

Exhibit 3.02(a) - Bill Of Sale Of Personal Property

Exhibit 3.02(b) - Assignment and Assumption Agreement

Exhibit 3.02(c) - Form of Quit Claim Deed

Exhibit 7.01(b) – Form of Sale Order

DISCLOSURE SCHEDULES

Schedule 1 to Asset Purchase Agreement – Facilities to be Purchased

Schedule 2.01(a) to Asset Purchase Agreement - Description of Real Property

Schedule 2.01(g) to Asset Purchase Agreement – Intellectual Property

Schedule 2.02(b) to Asset Purchase Agreement – Prepaid Expenses and Credits

Schedule 2.02(d) to Asset Purchase Agreement – Deposit Accounts

Schedule 2.03(c) to Asset Purchase Agreement – Entrance Fee Liabilities

Schedule 2.07 to Asset Purchase Agreement – Allocation

Schedule 4.05 to Asset Purchase Agreement – Material Contracts

Schedule 4.07 to Asset Purchase Agreement – Permits and Regulatory Approvals

Schedule 4.08 to Asset Purchase Agreement – Litigation Proceedings

Schedule 4.11 to Asset Purchase Agreement – Employee Relations

Schedule 4.12 to Asset Purchase Agreement – Insurance Policies

Schedule 4.14 to Asset Purchase Agreement – COVID Funds

Schedule 6.05 to Asset Purchase Agreement – Assumed Contracts and Rejected Contracts

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this “*Agreement*”) is made and entered into effective as of October 8, 2024 (the “*Execution Date*”) by and among the undersigned seller entities (individually a “*Seller*” and collectively, the Sellers) and CH Arcadia Holdco, LLC, an Illinois limited liability company (“*Buyer*”). Buyer and Seller are sometimes referred to herein individually as a “*Party*” and collectively as the “*Parties*.”

RECITALS:

A. Each Seller owns and operates a senior living community or other business as set forth on **Schedule 1** hereto (individually, a “*Facility*” and collectively, the “*Facilities*”).

B. On July 16, 2024 (the “*Petition Date*”), the Sellers and certain of their Affiliates each filed a voluntary petition for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.* (the “*Bankruptcy Code*”) in the United States Bankruptcy Court for the Eastern District of Missouri (the “*Bankruptcy Court*”), commencing jointly administered bankruptcy cases captioned *In re Midwest Christian Villages, Inc., et al.*, under lead case number 24-42473-659 (the “*Bankruptcy Case*”).

C. The Sellers and their co-debtor Affiliates in the Bankruptcy Case continue to own and operate the Facilities during the pendency of the Bankruptcy Case as debtors in possession under and pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

D. Upon the terms and subject to the conditions set forth in this Agreement, and as may be authorized under Sections 105, 363 and 365 of the Bankruptcy Code, each Seller wishes to sell to Buyer, and Buyer wishes to purchase from the Sellers all of the Purchased Assets (as hereinafter defined), and Buyer is willing to assume all of the Assumed Liabilities (as hereinafter defined), relating to or used in connection with the Facilities.

E. The transactions contemplated by this Agreement are subject to the approval of the Bankruptcy Court and will be consummated pursuant to and in accordance with the Bid and Sale Procedures Order and a Sale Order (each as defined below) entered by the Bankruptcy Court pursuant to Sections 105(a), 363, 365 and other applicable provisions of the Bankruptcy Code.

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

ARTICLE I DEFINITIONS

Unless the context otherwise clearly and unambiguously requires, capitalized terms shall have the meanings prescribed to them herein.

“*Accrued PTO*” shall have the meaning set forth in Section 8.01(c).

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, notice of violation, proceeding, litigation, citations, summons or subpoena, whether civil, criminal, administrative, regulatory, or otherwise, and whether at law or in equity.

“**Affiliate**” means, as to the entity in question, any entity that directly or indirectly controls, is controlled by or is under common control with, the entity in question and the term “control” means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity whether through ownership of voting securities, by contract or otherwise.

“**Alternative Transaction**” shall have the meaning set forth in Section 9.01(a).

“**Assignment and Assumption Agreements**” shall have the meaning set forth in Section 3.02(b).

“**Assumed Contracts**” shall have the meaning set forth in Section 2.01(d).

“**Assumed Liabilities**” shall have the meaning set forth in Section 2.03.

“**Bankruptcy Case**” shall have the meaning set forth in the Recitals.

“**Bankruptcy Code**” shall have the meaning set forth in the Recitals.

“**Bankruptcy Court**” shall have the meaning set forth in the Recitals.

“**Bankruptcy Rules**” means the Bankruptcy Rules of Civil Procedure and any local or other rules that applicable to the Bankruptcy Court.

“**Bid and Sale Procedures**” has the meaning specified in the Bid and Sale Procedures Order.

“**Bid and Sale Procedures Order**” means the Order of the Bankruptcy Court (including all schedules thereto) approving the Bid and Sale Procedures entered on July 29, 2024, Dkt. No. 102, including those procedures granting Buyer the protections and benefits set forth in such Order.

“**Bills of Sale**” shall have the meaning set forth in Section 3.02(a) hereof and substantially in the form set forth in Exhibit 3.02(a) hereto.

“**Bond Trustee**” means UMB Bank, N.A., not individually, but solely in its capacities as successor master trustee and successor bond trustee with respect to certain obligations and bonds issued by or for the benefit of certain of the Sellers and/or their Affiliates that are members of the Obligated Group formed under and pursuant to that certain Master Indenture, dated as of June 1, 2007 (as amended or supplemented from time to time), among such Obligated Group and UMB Bank, N.A., as successor master trustee.

“**Break-Up Fee**” shall have the meaning set forth in Section 9.01(a)(iv).

“**Business**” means Seller’s use and operation of the Purchased Assets at the applicable Facility as a senior living community or as applicable, a pharmacy.

“**Business Day**” means any day except Saturday, Sunday or any other day on which commercial banks located in New York, New York or St. Louis, Missouri are authorized or required by Law to be closed for business.

“**Buyer**” shall have the meaning set forth in the Preamble.

“**Buyer Closing Certificate**” shall have the meaning set forth in Section 3.02(d).

“**Casualty Loss**” shall have the meaning set forth in Section 6.08.

“**Casualty Notice**” shall have the meaning set forth in Section 6.08.

“**Claims**” means, with respect to the period prior to the Closing Date, any right to payment from Sellers, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, legal, equitable, secured or unsecured, known or unknown; or any right to an equitable remedy for breach of performance if such breach gives rise to a right of payment from Sellers, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

“**Closing**” shall have the meaning set forth in Section 3.01.

“**Closing Date**” shall have the meaning set forth in Section 3.01.

“**Closing Statement**” shall have the meaning set forth in Section 3.02(g).

“**Conditions Satisfaction Deadline**” shall have the meaning set forth in Section 9.01(a).

“**Consents**” shall have the meaning set forth in Section 6.02.

“**Contracts**” means all contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments, and legally binding arrangements, whether written or oral.

“**Cure Amount**” means the amount determined in an order of the Bankruptcy Court required to be paid to have an Assumed Contract that the Buyer determines in its sole discretion that it wants assumed and assigned to it which Cure Amount shall be paid by Buyer.

“**Deeds**” shall have the meaning set forth in Section 3.02(c).

“**Deposit Accounts**” shall have the meaning set forth in Section 2.02(d).

“**Dollars**” or “**\$**” means the lawful currency of the United States of America.

“**Due Diligence Materials**” shall have the meaning set forth in Section 5.07.

“**Effective Time**” shall have the meaning set forth in Section 3.01.

“Encumbrances” shall mean all security interests, liens, pledges, claims, charges, encumbrances, rights of first refusal, conditional sales agreements, options, mortgages, indentures or other covenants, agreements or obligations affecting title to any of the Purchased Assets (except, in the case of the Real Property, those matters (i) of public record that do not constitute mortgages, deeds of trust or other monetary liens for liquidated amounts, (ii) disclosed on any survey delivered by Seller to Buyer, or (iii) constituting rights of way, easements and other grants or restrictions that do not interfere with use of the Facility for its intended purpose).

“Environmental Claim” means any Action, governmental Order, lien, fine, penalty, or, as to each, any settlement or judgment arising therefrom, by or from any Person alleging liability of whatever kind or nature (including liability or responsibility for the costs of enforcement proceedings, investigations, cleanup, governmental response, removal or remediation, natural resources damages, property damages, personal injuries, medical monitoring, penalties, contribution, indemnification and injunctive relief) arising out of, based on or resulting from (a) the presence, release of or exposure to any Hazardous Materials or (b) any actual or alleged non-compliance with any Environmental Law.

“Environmental Law” means any applicable Law: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials. The term “Environmental Law” includes, without limitation, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 *et seq.*; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 *et seq.*; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 *et seq.*; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 *et seq.*; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 *et seq.*; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 *et seq.*; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 *et seq.*

“Escrow Agent” means Chicago Title and Trust.

“Escrow Deposit” shall have the meaning set forth in Section 2.06(a).

“Escrow Deposit Agreement” shall have the meaning set forth in Section 2.06(a).

“Excluded Assets” shall have the meaning set forth in Section 2.02.

“Excluded Liabilities” shall have the meaning set forth in Section 2.04.

“Execution Date” shall have the meaning set forth in the preamble.

“**Facility**” and “**Facilities**” shall have the meanings set forth in the Recitals.

“**Facility Employees**” shall have the meaning set forth in Section 4.11.

“**Final Order**” means an Order or judgment: (i) as to which the time to appeal, petition for certiorari or move for review or rehearing has expired and as to which no appeal, petition for certiorari or other proceeding for review or rehearing is pending, or such an appeal has been rendered statutorily moot pursuant to Section 363(m) of the Bankruptcy Code or (ii) if an appeal, writ of certiorari, reargument or rehearing has been filed or sought, and a stay pending appeal has been entered, the Order or judgment has been affirmed by the highest court to which such Order or judgment was appealed or certiorari has been denied, or reargument or rehearing shall have been denied or resulted in no modification of such Order or judgment, and the time to take any further appeal or to seek certiorari or further reargument or rehearing has expired; provided that the theoretical possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such Order or judgment shall not prevent such Order or judgment from being considered a Final Order.

“**Financial Statements**” shall have the meaning set forth in Section 4.13.

“**Government Entity**” means any government or branch or division thereof, including any agency, bureau, board, directorate, commission, court, department, official, political subdivision, tribunal or other instrumentality of any government, whether federal, state or local.

“**Hired Employees**” shall have the meaning set forth in Section 8.01(b).

“**Insurance Policies**” shall have the meaning set forth in Section 4.12.

“**Intangible Personal Property**” shall have the meaning set forth in Section 2.01(b).

“**Intellectual Property Assets**” means all intellectual property and intellectual property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, pursuant to the Laws of any jurisdiction throughout the world, whether registered or unregistered, including without limitation the items listed in Schedule 2.01(g).

“**Internal Revenue Code**” means the Internal Revenue Code of 1986, as amended.

“**Inventory**” shall have the meaning set forth in Section 2.01(c).

“**IRS**” means the Internal Revenue Service.

“**IT Assets**” means, to the extent reasonably transferable, (i) computer software code (in all media) and materials, including all software programs; (ii) computer software documentation, including user materials; and (iii) all other unused or reusable materials, stores, and supplies related to computer software.

“**Knowledge of Buyer**” or “**Buyer’s Knowledge**” or any other similar knowledge qualification, means the actual knowledge of David Seidler.

“**Knowledge of Sellers**” or “**Sellers’ Knowledge**” or any other similar knowledge qualification, means the actual knowledge of Kate Bertram, Barb Shepard, Kenna Hudson and Shawn O’Conner.

“**Law**” means any statute, law, ordinance, regulation, rule, code, Order, constitution, treaty, common law, judgment, decree, other requirement, or rule of law of any governmental authority.

“**Liabilities**” means liabilities, obligations, or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute, or contingent, accrued or unaccrued, matured or unmatured or otherwise.

“**Licenses**” shall have the meaning set forth in Section 2.01(e).

“**Lien**” means any lien, charge, claim, pledge, security interest, conditional sale agreement or other title retention agreement, lease, mortgage, security interest, option, or other encumbrance.

“**Loss**” or “**Losses**” means losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees hereunder and the cost of pursuing any insurance providers; provided, however, that “Losses” shall not include punitive damages, except in the case of fraud or to the extent actually awarded to a governmental authority or other third party.

“**Material Adverse Change**” means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to (a) the business, results of operations, condition (financial or otherwise) or assets of the Business taken as a whole, (b) the value of the Purchased Assets, or (c) the ability of Sellers to consummate the transactions contemplated hereby on a timely basis; provided, however, “Material Adverse Change” shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries as a whole in which the Business operates; (iii) any changes in financial or securities markets in general; (iv) acts of war (whether or not declared), armed hostilities or terrorism, natural disasters, pandemics or the escalation or worsening thereof; (v) any actions required pursuant to this Agreement; (vi) any changes in applicable Laws or accounting rules; (vi) the public announcement, pendency or completion of the transactions contemplated by this Agreement; or (vii) the filing of the Bankruptcy Case.

“**Material Consents**” shall have the meaning set forth in Section 7.01(c).

“**Material Contracts**” shall have the meaning set forth in Section 4.05.

“**Order**” means, with respect to any Person, any award, decision, injunction, judgment, stipulation, order, ruling, subpoena, writ, decree, consent decree or verdict entered, issued, made, or rendered by any government entity or the Bankruptcy Court affecting such Person or any of its properties.

“**Outside Closing Date**” means January 31, 2025, unless extended by mutual agreement of the Buyer and the Sellers.

“Permitted Encumbrances” means (i) Liens for Taxes not yet due and payable, (ii) easements, rights of way, zoning ordinances and other similar encumbrances affecting the Real Property which (x) are not, individually or in the aggregate, material to the Purchased Assets or the Business(es), (y) do not prohibit or interfere with the current operation of the Business(es), and (z) do not render title to any Real Property unmarketable, and (iii) any matters set out in a Title Insurance Commitment which Sellers are not obligated to remove in accordance with Section 2.10 hereof.

“Permits and Regulatory Approvals” means all permits, licenses, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from governmental authorities, all as identified in Schedule 4.07.

“Person” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

“Petition Date” shall have the meaning set forth in the Recitals.

“Proration Time” means 12:01 a.m. (Central Time) on the Closing Date.

“Purchase Price” shall have the meaning set forth in Section 2.05.

“Purchase Price Allocation” shall have the meaning set forth in Section 2.07.

“Purchase Price Balance” shall have the meaning set forth in Section 2.06(b).

“Purchased Assets” shall have the meaning set forth in Section 2.01. Purchased Assets shall not include Excluded Assets.

“Real Property” shall have the meaning set forth in Section 2.01(a).

“Recapture Claim” shall mean an alleged Medicare, Medicaid, and/or Managed Care overpayment, or any other recoupment or adjustment to reimbursement, (ii) an alleged underpayment of any Tax or assessment or (iii) any other governmental or third-party payor claims

“Rejected Contracts” shall have the meaning set forth in Section 6.09(d)

“Sale” means the sale of the Purchased Assets in accordance with the Bid and Sale Procedures Order and subject to entry of the Sale Order as a Final Order.

“Sale Hearing” shall have the meaning given to such term in the Bid and Sale Procedures Order.

“Sale Motion” means the Debtors’ Motion for the Entry of (A) an Order (1) Approving Auction Sale Format and Bidding Procedures, (2) Approving Process for Discretionary Selection of Stalking Horse Bidder and Bid Protections, (3) Approving Form of Notice to be Provided to Interested Parties, (4) Schedule a Court Hearing to Consider Approval of the Sale to the Highest and Best Bidder, and (5) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases, and (B) an

Order Authorizing the Sale of Property Free and Clear of All Claims, Liens and Encumbrances Dkt. No. 013.

“Sale Order” means the Order of the Bankruptcy Court issued pursuant to Sections 363 and 365 of the Bankruptcy Court, authorizing and approving, among other things: (i) the sale, transfer and assignment of the Purchased Assets and the Assumed Liabilities to Buyer in accordance with the terms and conditions of this Agreement, free and clear of all Liens, Claims and Encumbrances and (ii) the assumption and assignment of the Assumed Contracts in connection therewith and as a part thereof, in substantially the form attached hereto as Exhibit 7.01(b).

“Seller” and **“Sellers”** shall have the meanings set forth in the preamble.

“Seller Closing Certificate” shall have the meaning set forth in Section 3.02(d).

“Survey” shall have the meaning set forth in Section 2.10(a).

“Tax” or **“Taxes”** means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

“Tangible Personal Property” shall have the meaning set forth in Section 2.01(b).

“Title Insurance Commitment” shall have the meaning set forth in Section 2.10(a).

“Title Defect” shall have the meaning set forth in Section 2.10(b).

“Title Objection” shall have the meaning set forth in Section 2.10(b).

“Title Objection Response Deadline” shall have the meaning set forth in Section 2.10(b).

“Transaction Documents” means this Agreement, the Bills of Sale, the Assignment and Assumption Agreements, the Deeds, the operations transition agreements, and the other agreements, instruments and documents required to be delivered at the Closing.

“WARN Act” means the federal Worker Adjustment and Retraining Notification Act of 1988, and similar state, local and foreign laws related to plant closings, relocations, mass layoffs and employment losses.

ARTICLE II SALE OF ASSETS

Section 2.01 Sale of Assets. Subject to the terms and conditions set forth in this Agreement and in the Sale Order, and subject to Bankruptcy Court approval and higher and better bids in accordance with the Bid and Sale Procedure Order and excepting the Excluded Assets, the applicable undersigned Seller hereby agrees to sell, convey, assign, transfer and deliver to Buyer, and Buyer, as a good faith purchaser for value within the meaning of Section 363(m) of the Bankruptcy Code, shall purchase from each such Seller, all right, title and interest of each such Seller in, and to all of the following assets, free and clear of all Liens, Claims and Encumbrances (collectively, the “*Purchased Assets*”):

- (a) The land, building(s), improvements and other related real estate interests that comprise the Facility more specifically described on Schedule 2.01(a) (collectively, the “*Real Property*”);
- (b) Tangible personal property owned by such Seller and used in the operation of the Business, including all equipment, furniture, fixtures, and leasehold improvements of such Seller (the “*Tangible Personal Property*”) and, to the extent assignable, intangible personal property related to the Businesses, including any warranties, zoning approvals and building permits (the “*Intangible Personal Property*”);
- (c) Inventory and supplies usable or saleable in the operation of the Business (the “*Inventory*”);
- (d) The Assumed Contracts listed on Schedule 6.05;
- (e) The Sellers’ National Provider Identified (NPI) numbers and other applicable provider numbers with any state or other governing body;
- (f) Licenses, permits, certifications, certificates of need, and accreditations held by Seller relating to the ownership, development and operation of the Business (including any applications and pending approvals), to the extent assignable (the “*Licenses*”);
- (g) Intellectual Property used in the operation of the Business, facilities and properties, including, but not limited to, the items listed on Schedule 2.01(g), to the extent assignable;
- (h) The IT Assets;
- (i) Paper and/or electronic resident records relating to Seller’s past and present residents of the Facility;
- (j) Manufacturers’ and vendors’ warranties relating to the Purchased Assets, to the extent transferable, and rights and claims that may be asserted by (but not against) Seller related to the Purchased Assets;

- (k) Equipment records, documents, catalogs, books, records, files, operating manuals, and other records relating to the Purchased Assets (but excepting any documents or records relating to Seller's tax returns and Seller's internal corporate affairs);
- (l) Goodwill associated with the Purchased Assets; and
- (m) The interest of Seller in all property of the foregoing types, arising or acquired by the applicable Seller in the ordinary course of the Business between the Execution Date and the Closing.

Section 2.02 Excluded Assets. Notwithstanding anything to the contrary set forth in Section 2.01 above, each Seller shall keep and retain title to and ownership of and shall not transfer, assign, convey or deliver to Buyer any asset not identified herein as a Purchased Asset, all of which shall remain the exclusive property of such Seller. Without limiting the generality of the foregoing, such non-Purchased Assets (collectively, the "**Excluded Assets**") shall include, without limitation:

- (a) Cash and cash equivalents, including, without limitation, stocks, bonds, commercial paper, and other securities and investments;
- (b) All prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of setoff, rights of recoupment, deposits, charges, sums and fees (including any such item relating to the payment of Taxes), except for any such amounts in connection with Assumed Liabilities identified on Schedule 2.02(b).
- (c) Accounts receivable and notes receivable generated in connection with the operation of the Business prior to the Effective Time, including, without limitation, intercompany receivables;
- (d) Bank accounts of Seller set forth on Schedule 2.02(d) (collectively, the "**Deposit Accounts**") and any records relating thereto;
- (e) (i) original Tax, accounting and financial records which pertain exclusively to the Excluded Assets or the Excluded Liabilities including, but not limited to, accounts receivable records, tax returns and related records, litigation files and records, and cost report records, (ii) all corporate or limited liability organizational records of Seller, including all charter documents, stock ledgers, minute books and other corporate records of Seller, and (iii) such other files, books and records which pertain exclusively to the Excluded Assets or the Excluded Liabilities or to the formation, existence or capitalized of Sellers;
- (f) Software that is not freely transferable by the terms of any license agreement respecting the same;
- (g) Refunds of any taxes to the extent the same relate to periods prior to the Closing Date;

- (h) All prepaid utility deposits and other deposits and refunds which are owed to, escrowed by, or the property of Seller;
- (i) Without limiting the generality of the foregoing clause (g), any and all payments or rights to payment arising out of, or in connection with, Employee Retention Credits, the Coronavirus Aid, Relief and Economic Security (CARES) Act, the Consolidated Appropriations Act of 2021 (CAA) or the American Rescue Plan Act (ARPA);
- (j) Any policies of insurance and/or interests in insurance pools and programs, and all claims made and rights to payment thereunder;
- (k) All Contracts other than Assumed Contracts and obligations thereunder;
- (l) Any benefit plans offered by Seller to Facility Employees or any assets relating thereto;
- (m) All cause or causes of action or claim or claims arising in connection with or relating to events that occurred prior to the Closing Date, and rights to recovery pursuant to all causes of actions and claims of Seller existing as of the Closing Date, but excluding any claim, causes of action, defense, setoff, or recoupment related to Assumed Contracts;
- (n) All work product, attorney-client and accountant-client privileged materials held or controlled by Seller;
- (o) Actions unrelated to the day-to-day operations of the Facility and all avoidance actions under Chapter 5 of the Bankruptcy Code;
- (p) All intercompany receivables; and
- (q) All rights accruing or to accrue to Sellers under this Agreement.

Section 2.03 Assumed Liabilities. As partial consideration for the transfer, assignment and delivery of the Purchased Assets to Buyer, and upon the terms and subject to the conditions set forth in this Agreement, Buyer shall assume, pay and perform the following liabilities and obligations of Seller (collectively, the “*Assumed Liabilities*”):

- (a) (i) The Cure Amounts, if any, and (ii), all Liabilities and obligations arising under the Assumed Contracts from and after the Effective Time;
- (b) All Liabilities arising from Accrued PTO and (ii) all Liabilities arising from and after the Effective Time, in each case for any Hired Employees;
- (c) Buyer will assume those entrance fee liabilities listed on Schedule 2.03(c) (the “*Entrance Fee Liabilities*”);
- (d) Intentionally Omitted;

- (e) All liabilities and obligations created by this Agreement respecting Buyer; and
- (f) All other obligations and liabilities arising out of Buyer's possession, use, ownership, transfer or other disposition of the Purchased Assets after the Effective Time.

Section 2.04 Excluded Liabilities; Non-Assumption of Liabilities. Except for the Assumed Liabilities, Buyer shall not assume, pay or perform any indebtedness, liabilities or other obligations of Seller (collectively, the "***Excluded Liabilities***"). Without limiting the generality of the foregoing, and except as otherwise provided herein, (i) Buyer shall not be required to assume and shall not have any liability or obligation with respect to any contract, liability or obligation, direct or indirect, absolute or contingent of Seller or to any other person, entity, or Seller Affiliate regarding any claims or litigation pending or later arising against Seller or any Seller Affiliate that are based on their actions or omissions, and (ii) under no circumstances shall Buyer be deemed to have agreed to or accepted Seller's or any Seller Affiliate's liability for any act, omission, or any other obligation of any nature whatsoever to any resident or resident representative (excepting any post-closing liabilities assumed by Buyer) or to the State, federal or local government for any liabilities related to cost report settlements, fines, penalties, overpayments or recoupments.

Section 2.05 Purchase Price. The aggregate purchase price to be paid by Buyer to the Sellers for the Purchased Assets at the Closing shall be Sixteen Million AND 00/100 DOLLARS (\$16,000,000) (the "***Purchase Price***"), plus the assumption of the Assumed Liabilities other than the Entrance Fee Liabilities.

Section 2.06 Payment of Purchase Price; Escrow Deposit. Buyer shall make the following payments on account of the Purchase Price:

- (a) Buyer shall deliver to Escrow Agent, on or before the Execution Date, an earnest money deposit in the amount of EIGHT HUNDRED THOUSAND AND 00/100 DOLLARS (\$800,000.00) (the "***Escrow Deposit***"), to be held by Escrow Agent pursuant to the terms of an escrow agreement in substantially the form attached as Exhibit 2.06(a) hereto (the "***Escrow Deposit Agreement***"). Upon Closing or termination of this Agreement, the Escrow Deposit, together with accrued interest thereon, if any, shall be delivered to Sellers or Buyer in accordance with the applicable terms of this Agreement.
- (b) Buyer shall make payment of the balance of the Purchase Price, (i) less Entrance Fee Liabilities, (ii) plus or minus prorations or adjustments as set forth herein (the "***Purchase Price Balance***"), at the Closing by wire transfer to the Escrow Agent.

Section 2.07 Allocation of Purchase Price. The Parties have prepared the allocation schedule attached hereto as Schedule 2.07, and agree that the Parties shall allocate the Purchase Price (and all other capitalized costs) among the Purchased Assets for the applicable Seller, for Tax and accounting purposes only, in accordance with such Schedule 2.07 (the "***Purchase Price Allocation***"). Each Seller and Buyer each hereby covenant and agree that neither of them will take a position on any income tax return, before any Government Entity, or in any judicial proceeding that is in any way inconsistent with the allocation set forth on Schedule 2.07. Each party shall duly and timely file Form 8594 with its appropriate tax returns. For the avoidance of doubt, the Purchase Price Allocation is not binding on any party for any other purpose.

Section 2.08 Taxes, Fees and Expenses. Buyer shall be responsible for and shall pay all applicable sales taxes, grantor's taxes, recordation fees and all other similar taxes arising out of the consummation of the transactions contemplated hereby, and any other fees and expenses associated with the transfer of the Purchased Assets as contemplated herein. Each Seller shall be responsible for and shall pay any income tax of such Seller as a result of the transactions contemplated herein. Except as set forth in the immediately preceding sentence, each of Buyer and the applicable Seller shall pay its own costs incurred in connection with the transactions contemplated herein, including reasonable attorneys' fees and due diligence expenses.

Section 2.09 Apportionment of Expenses; Prorations.

- (a) All expenses arising from the ownership of the Purchased Assets shall be apportioned between Buyer and the applicable Seller as of the Effective Time, in accordance with the principle that the Buyer shall only be responsible for all expenses and obligations arising from the ownership of the Purchased Assets at or after such time. All real estate and personal property taxes respecting the Purchased Assets shall be prorated as of the Closing.
- (b) The following items shall be prorated among Buyer and the applicable Seller as of the Proration Time and paid or credited at the Closing, as shall be set forth on the Closing Statement:
 - (i) All state, county, city, school, ad valorem and other local real and personal property taxes and assessments and business personal property taxes relating to or assessed against the Real Property or the Business(es);
 - (ii) Any utilities or other periodic charges that cannot be changed to Buyer or Buyer's designee's account by the Closing Date;
 - (iii) Prepayments made by the Sellers for services relating to the Business(es) and provided after the Proration Time, which shall be credited to the Sellers; and
 - (iv) Provider taxes, privilege Texas or so-called bed taxes or similar taxes and fees, howsoever designated.

Section 2.10 Title Insurance Commitment; Survey.

- (a) The Parties acknowledge that, prior to the Execution Date, the applicable Seller has delivered to Buyer (i) a commitment for title insurance, along with copies of all easements and building and use restriction identified in the commitment (collectively, the "***Title Insurance Commitment***") and (ii) ALTA/NSPS as-built surveys (collectively, the "***Surveys***") for the Real Property. Buyer hereby waives any right to provide a Title Objection (as defined below) with respect to the Title Insurance Commitment and Surveys provided to Buyer prior to the Execution Date.
- (b) If Buyer desires an updated Title Insurance Commitment or updated Surveys ("***Updated Title Work***"), then Buyer shall pursue and obtain such Updated Title Work at its sole cost and expense by no later than ten (10) days after the Execution Date. If the Updated Title

Work discloses title exceptions or matters (i) not identified in the Title Insurance Commitment and Surveys delivered pursuant to paragraph (a) and (ii) in the reasonable judgment of Buyer, render title uninsurable or unmarketable, or otherwise adversely affect the use of the Real Property to conduct the Business (a “**Title Defect**”), then Buyer shall deliver to the Seller a written statement of any such Title Defects (a “**Title Objection**”) no later than five (5) Business Days after its receipt of the Updated Title Work; provided that (i) any objections to Title Defects not timely delivered as aforesaid will be waived and (ii) any matter disclosed in the Updated Title Work and not identified in a timely Title Objection shall be deemed a Permitted Encumbrance. If the applicable Seller timely receives such a Title Objection, such Seller shall elect, in a written response to Buyer delivered within five (5) Business Days of such Seller’s receipt of the Title Objection (the “**Title Objection Response Deadline**”) to (i) cure any or all of the Title Defects identified in such Title Objection or (ii) not cure such Title Defects; provided that, if the applicable Seller does not deliver its response prior to the Title Objection Response Deadline, then such Seller shall be deemed to have elected to cure the Title Defects. If Seller elects not to cure any of the Title Defects identified in the Title Objection, then Buyer may elect to terminate this Agreement by giving Sellers within five (5) Business Days after receipt of the applicable Seller’s election not to cure such Title Defects; provided that, if Buyer does not timely make such an election, then such Title Defects shall be deemed Permitted Encumbrances hereunder.

- (c) Buyer acknowledges and agrees that (i) Sellers may elect to address any identified Title Defects through the Sale Motion, whereby holders of Liens, Claims and Encumbrances may be adequately protected by having such Liens, Claims or Encumbrances attach to the portion of the Purchase Price ultimately attributable to the Purchase Assets against or in which such holders claim an interest, with the same validity, force, effect and priority which they had against such Purchased Assets as of the Execution Date, subject to any claims and defenses that Sellers or their estates may assert with respect thereto and (ii) notwithstanding anything herein to the contrary, all Liens, Claim and Encumbrances that can be satisfied by the payment of money shall be addressed in the Sale Order.

Section 2.11 Third Party Consents. To the extent that Sellers’ rights under any contract or permit constituting a Purchased Asset, or relating to a Purchased Asset, may not, pursuant to Section 365 of the Bankruptcy Code, be assigned to Buyer without the consent of another Person, which consent has not been obtained, nothing set forth in this Agreement shall constitute an agreement by Sellers to assign or cause the assignment of same if an attempted assignment would constitute a breach of such contract or permit, or be unlawful. Buyer, at its own expense, shall use its reasonable best efforts to obtain any such required consents.

ARTICLE III CLOSING

Section 3.01 Closing. Subject to the terms and conditions of this Agreement and the Sale Order, including, without limitation, the satisfaction or waiver by the appropriate Party of all of the conditions precedent to

Closing specified herein, the consummation of the transactions contemplated by and described in this Agreement (the “**Closing**”) shall be conducted remotely, via an exchange of emails authorizing and directing the Escrow Agent to release originals of executed documents from escrow for recording purposes and to wire funds to the appropriate parties, to occur on the date (such date of consummation being referred to herein as the “**Closing Date**”) that is the earlier of (i) the first Business Day of a calendar month that occurs five (5) Business Days following the date on which the conditions to Closing set forth in Article VII are either satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date) and (ii) the Outside Closing Date, or at such other time, date or location as shall be agreed upon by the Parties. Regardless of the time it actually occurs, the Closing will be deemed effective for all purposes as of 12:01 a.m. (Central Time) on the Closing Date (the “**Effective Time**”).

Section 3.02 Actions of Seller at Closing. At the Closing and unless otherwise waived in writing by Buyer, the applicable Seller shall execute and/or deliver to Buyer the following:

- (a) Bills of sale, in the form attached hereto as Exhibit 3.02(a) (the “**Bills of Sale**”), executed by the applicable Sellers, transferring the Tangible Personal Property, the Intangible Personal Property, the Intellectual Property Assets and the IT Assets to Buyer or its designee;
- (b) Assignment and assumption agreements, in the form attached hereto as Exhibit 3.02(b) (the “**Assignment and Assumption Agreements**”), executed by the applicable Sellers, effecting the assignment to and assumption by Buyer or its designee of the Assumed Contracts;
- (c) With respect to each parcel of Real Property, a quitclaim deed, in the form attached hereto as Exhibit 3.02(c) (the “**Deeds**”), executed by the applicable Seller;
- (d) Closing certificate of the applicable Seller, certifying that each covenant and agreement of Seller to be performed prior to or as of the Closing pursuant to this Agreement has been performed and each representation and warranty of the applicable Seller are true and correct in all material respects on the Closing Date, as if made on and as of the Closing (the “**Seller Closing Certificate**”);
- (e) Certificates of incumbency for the respective officers of the applicable Seller executing this Agreement or making certifications for the Closing dated as of the Closing Date;
- (f) Certificates of existence and good standing of the applicable Seller from the Secretary of State of its formation, dated the most recent practical date prior to the Closing;
- (g) A closing statement setting forth all proration and adjustments (the “**Closing Statement**”), duly executed by the Sellers; and
- (h) Such other instruments and documents as Buyer reasonably deems necessary to effectuate the transactions contemplated hereby.

Section 3.03 Actions of Buyer at Closing. At the Closing and unless otherwise waived in writing by the applicable Seller, Buyer shall deliver to the applicable Seller(s) the following:

- (a) The Assignment and Assumption Agreements duly executed by Buyer and in the form attached hereto as Exhibit 3.02(b);
- (b) Closing certificate of Buyer, certifying that each covenant and agreement of Buyer to be performed prior to or as of the Closing pursuant to this Agreement has been performed and each representation and warranty of Buyer is true and correct on the Closing Date, as if made on and as of the Closing (the “*Buyer Closing Certificate*”);
- (c) Certificates of incumbency for the respective officers of Buyer executing this Agreement dated as of the Closing Date;
- (d) Certificate of existence and good standing of Buyer from the Secretary of State of the applicable jurisdiction in which the Buyer is formed, dated the most recent practical date prior to Closing; and
- (e) Such other instruments and documents as Seller reasonably deems necessary to effect the transactions contemplated hereby.

On the Closing Date, Buyer shall cause the Escrow Agent to deliver the Purchase Price to the Sellers. For the avoidance of doubt, such Purchase Price shall include the Escrow Deposit and the Purchase Price Balance.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF EACH SELLER

Except as set otherwise expressly set forth in this Agreement or any exhibit or schedule attached hereto, each Seller represents and warrants as to itself to Buyer that the following statements are true and correct as of the Execution Date and will be true and correct as of the Closing Date:

Section 4.01 Existence and Capacity. Seller is not-for-profit or nonprofit corporation or limited liability company validly existing in good standing under the laws of the State of its formation. Seller has the requisite power and authority, subject to requisite approvals of the Bankruptcy Court, to enter into this Agreement, to perform its obligations hereunder, and to conduct its business as such business is being conducted as of the Effective Date.

Section 4.02 Power and Authority. Subject to entry of the Sale Order by the Bankruptcy Court, the execution, delivery and performance of this Agreement, and consummation of the transaction contemplated herein, by Seller have been duly authorized by all appropriate corporate action on the part of the Sellers

Section 4.03 Binding Agreement. This Agreement and all agreements to which Seller will become a party pursuant hereto are and will constitute the valid and legally binding obligations of Seller, and are and will be enforceable against Seller in accordance with the respective terms hereof or thereof.

Section 4.04 Title to Purchased Assets. As of the Closing, Seller shall hold good and valid title to all of the Purchased Assets which it owns, and at the Closing, will assign and convey to Buyer good and valid title free from all Liens, Claims and Encumbrances other than Permitted Encumbrances.

Section 4.05 Material Contracts. All material contracts agreements, leases and other commitments, in each case in which the annual payments exceed \$100,000, that Seller is a party to respecting the Business conducted by Seller at the Facility (the “*Material Contracts*”) are listed and summarized on Schedule 4.05, and there are no undisclosed material amendments or modifications to any such contracts.

Section 4.06 Intellectual Property; Computer Software. Except as set forth in Section 2.02(g), the Intellectual Property Assets include all patents, copyrights, inventions, processes and applications therefore (whether registered or common law) currently owned or used by Sellers in the Business and necessary for the operation thereof.

Section 4.07 Permits. All Permits and Regulatory Approvals held by the Sellers to conduct the Business(es) as currently conducted are set forth in Schedule 4.07.

Section 4.08 Litigation or Proceedings. Except as set forth in Schedule 4.08, there are no Actions pending or, to Sellers’ Knowledge, threatened against or by the Sellers(i) relating to or affecting the Business(es), the Purchased Assets or the Assumed Liabilities or (ii) that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

Section 4.09 Real Property. Schedule 2.01(a) sets forth each parcel of Real Property owned by the Sellers and used in the conduct of the Business(es) as conducted as of the Effective Date, including with respect to each such parcel, the street address and use.. Sellers have delivered or made available to Buyer copies of the deeds and other instruments (as recorded) through which the applicable Seller acquired such parcels of Real Property, and copies of all title insurance policies, opinions, abstracts and surveys in the possession of such Seller with respect thereto.

Section 4.10 Environmental Laws. With respect to the ownership or operation of the Real Property, the Facility or the use of the Purchased Assets by Sellers:

- (a) To Sellers’ Knowledge, the applicable Seller is not in violation, in any material respect, of any Environmental Law.
- (b) To Sellers’ Knowledge, (i) the Sellers have not in the last five years received any written notice alleging or asserting a violation of any Environmental Law with respect to the Real Property, the Facility or the Purchased Assets, (ii) no investigation, administrative order, litigation or settlement with respect to any Environmental Laws is pending with respect to the Real Property, the Facility or the Purchased Assets, and (iii) no written notice has been received by Seller respecting the Facility or the Purchased Assets from any Government Entity or individual claiming any material violation of any Environmental Laws, or requiring compliance with any Environmental Laws, or demanding payment or contribution for environmental damage or injury to natural resources.

Section 4.11 Employee Relations. Schedule 4.11 lists all persons who are employees, independent contractors or consultants who, as of the Execution Date, provide services in the Facility, including any such person who is on a leave of absence of any nature, paid or unpaid, authorized or unauthorized, and sets forth for each such person: (i) name, (ii) title or position, (iii) hire date, (iv) full time equivalent status,

(v) rate of base compensation, (vi) commission, bonus or other incentive-based compensation and (vi) a description of fringe benefits, if any, provided to each such person (the “*Facility Employees*”). With respect to the Facility Employees, except as set forth on Schedule 4.11 hereto:

- (a) All Facility Employees are “at will” employees or Seller has provided to Buyer copies of such employment, consulting, independent contractor, bonus, severance, or other similar written engagement to which Seller is a party.
- (b) There has not been within the last five (5) years and there is no pending strike, picketing, work stoppage, or any proceeding against or affecting Seller relating to an alleged violation of any legal requirements pertaining to labor relations.
- (c) There is no union representation or organizing activities and no collective bargaining agreement or activities.
- (d) To Sellers’ Knowledge, there are no pending or threatened claims before the Equal Employment Opportunity Commission (or comparable state agency), complaints before the Occupational Safety and Health Administration (or comparable state agency), wage and hour claims, unemployment compensation claims, workers’ compensation claims, or the like.

Section 4.12 Insurance. Schedule 4.12 sets forth (i) a true and complete list of all current policies or binders of fire, liability, product liability, umbrella liability, professional liability, real and personal property, workers’ compensation, vehicular, fiduciary liability and other casualty and property insurance maintained by Sellers or their Affiliates and relating to the Business, the Purchased Assets and the Assumed Liabilities (collectively, the “*Insurance Policies*”); and (b) with respect to the Business, the Purchased Assets or the Assumed Liabilities, a list of all pending claims and the claims history for the three (3) years prior to the Execution Date.

Section 4.13 Financial Statements. Copies of the income statements for the Business(es) as in each of the years for the fiscal years ending June 30, 2023 and June 30, 2024 (collectively, the “*Financial Statements*”) have been or will be provided to Buyer. The Financial Statements are based on the books and records of the Business(es), are true, complete and correct, and fairly and accurately present (in all material respects when taken as a whole) the financial condition of the Business(es) as of the respective dates they were prepared and the results of the operations of the Business(es) for the periods indicated.

Section 4.14 COVID Funds A description of all COVID Funds received with respect to each Facility is set forth on Schedule 4.14 hereof. To Sellers’ knowledge, Sellers have applied for and utilized, as applicable, all COVID Funds in accordance with applicable law. For purposes of this Agreement, “COVID Funds” shall mean all grants, funds or payments from state or federal sources (including, without limitation, pursuant to the Coronavirus Aid, Relief and Economic Security (CARES) Act and the Economic Injury Disaster Loan program, Medicare advance payments, loans in connection with Paycheck Protection Program, deferral of payroll taxes or other governmental economic benefits) in each case received with respect to or pertaining to each Facility as a result of the COVID-19 pandemic. All COVID Funds received by Sellers are set forth on Schedule 4.14 attached hereto

Section 4.15 Brokers. Except for B.C. Ziegler & Co., for which Sellers shall be responsible, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Sellers.

Section 4.16 Expiration of Representations and Warranties. The representations and warranties of Sellers contained in this Agreement shall expire upon, and shall not survive for any purpose whatsoever, the Closing.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to each Seller that to the following statements are true and correct as of the Execution Date and will be true and correct as of the Closing Date:

Section 5.01 Existence and Capacity. Buyer is a limited liability company duly organized and validly existing in good standing under the laws of the State of Illinois. Buyer has the requisite power and authority to enter into this Agreement, to perform its obligations hereunder, and to conduct its business as now being conducted.

Section 5.02 Power and Authority. The execution, delivery and performance of this Agreement, and consummation of the transaction contemplated herein, by Buyer:

- (a) are within its powers, are not in contravention of law or of the terms of its Articles of Organization and Operating Agreement;
- (b) have been duly authorized by all appropriate company actions;
- (c) except for the Permits and Regulatory Approvals to be obtained by Buyer, do not require any approval or consent of, or filing with, any third party;
- (d) will not violate any statute, law, rule or regulation, or any judgment, decree, writ or injunction of any court or Government Entity, to which Buyer may be subject; and
- (e) will not violate any provision of any agreement to which Buyer is a party or by which Buyer is bound.

Section 5.03 Binding Agreement. This Agreement and all agreements to which Buyer will become a party pursuant hereto are and will constitute the valid and legally binding obligations of Buyer, and are and will be enforceable against Buyer in accordance with the respective terms hereof or thereof.

Section 5.04 Adequate Funds. As of the Execution Date, Buyer has funds, or the ability to obtain such funds, in cash in amounts equal to the Purchase Price and other funds needed to consummate the transaction and will at the Closing have immediately available funds in cash, which are sufficient to pay the Purchase Price and to pay any other amounts payable pursuant to this Agreement and to consummate the transaction

contemplated herein. Buyer does not have any financing or equity investment contingency of any nature whatsoever.

Section 5.05 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Buyer.

Section 5.06 Legal Proceedings. There are no Actions pending or, to Buyer's Knowledge, threatened against or by Buyer or any Affiliate of Buyer that challenge or seek to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. No event has occurred, nor circumstances exist, that may give rise or serve as a basis for any such Action.

Section 5.07 Due Diligence Materials. Sellers have provided certain documents which relate to the operations and financial conditions of the Business, which are herein referred to as "*Due Diligence Materials*." Prior to the Execution Date, Buyer has been provided access to the Due Diligence Materials. Until the Effective Time, Sellers will continue to cooperate in providing information to Buyer as requested, in a timely manner, but is under no obligation to create documents or provide any related documents which are outside those in the possession of Sellers. Buyer acknowledges that certain Due Diligence Materials may be limited to summaries, or otherwise contain redactions, if the Sellers reasonably believe the disclosure of such information would be a violation of Law protecting the personal, financial or protected health information of any resident or patient or affiliate of a resident or patient, including, but not limited to, all Laws adopted under the Health Insurance Portability and Accountability Act. Buyer expressly acknowledges that (i) it has completed its due diligence as of the Execution Date and (ii) no due diligence contingency exists with respect to Buyer's obligations under this Agreement.

Section 5.08 Fitness for and Timing for Application for Obtaining Permits and Regulatory Approvals. Buyer has no knowledge of any material fact or other information related to Buyer or any of its Affiliates which could be reasonably expected to have an adverse impact on Buyer's or its designees' ability to obtain the Permits and Regulatory Approvals. To Buyer's Knowledge, it has been in material compliance with healthcare regulatory laws and has not received any communication from a governmental authority or third-party payors that would prohibit or delay the Buyer from consummating the transaction contemplated herein or obtaining the Permits and Regulatory Approvals necessary to operate the Business. Buyer shall have applied for (or caused its designees to apply for) all Permits and Regulatory Approvals no later than three (3) Business Days after the entry of the Sale Order.

Section 5.09 No Guarantee of License. Buyer acknowledges that the Business operations are regulated by local, state, or federal Laws and are conducted under a license or licenses issued or authorized by the applicable state of operation of the applicable Seller. Buyer acknowledges that Buyer shall be responsible, at Buyer's sole cost and expense, for obtaining any and all governmental or quasi- governmental approvals necessary for Buyer's intended use or development of the Real Property, including but not limited to, its licensing of the facilities or ancillary businesses by the applicable state and any platting or zoning, and other such matters.

Section 5.10 Disclaimers; Releases and Limitations. Buyer represents and warrants to Sellers that Buyer is a knowledgeable, experienced, and sophisticated buyer of real estate and/or senior living facilities. Buyer

acknowledges that, except for the representations and warranties made by Sellers in Article IV hereof, Buyer has not relied upon and will not rely upon, either directly or indirectly, any statement of Sellers or any of their officers, directors, trustees, agents, employees, or other person acting or purporting to act on behalf of Sellers.

Section 5.11 No Other Warranty. Without in any manner limiting the provisions of the preceding paragraph or elsewhere in this Agreement, as a material part of the consideration for this Agreement, Sellers and Buyer agree that Buyer is taking the property “as-is”, “where-is” and “with all faults” and with any and all latent and patent defects and that there is no warranty or representation, express or implied, of any kind or nature (including, without limitation, warranties with respect to habitability, marketability, use or fitness for a particular purpose) made by Sellers with respect to the property (except for the representations of Sellers expressly set forth in Article IV hereof), all other representations and warranties, both express and implied, are hereby expressly disclaimed and denied. Buyer acknowledges that it has been given adequate time to conduct whatever examination, evaluations, inspections, reviews, studies or tests of the property and its condition as Buyer may desire or determine warranted, and that Buyer is not relying on any representation, warranty, statement or other assertion with respect to the property or its condition or any other matter by Sellers or any of Sellers’ officer, director, trustee, agent, employee, attorney or other person acting or purporting to act on behalf of any Seller or any of its Affiliates, but Buyer is relying solely on its own examination, evaluations, inspections, reviews, studies or tests of the property. Without limiting the provisions of preceding paragraphs and this Agreement, Buyer expressly releases and discharges each Seller, its respective Affiliates, members, partners, officers, directors, shareholders, employees, attorneys, agents, brokers, and contractors from any and all obligations, claims, administrative proceedings, judgements, damages, fines, costs, and liabilities arising out of or relating to the physical condition of the property or any portion thereof, including, without limitation any latent or patent construction defects, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Purchased Assets.

ARTICLE VI COVENANTS

The Buyer and each Seller as to itself shall take the following actions and comply with the following obligations prior to the Closing:

Section 6.01 Operation of the Businesses. From the Execution Date until the Closing, except as otherwise provided in this Agreement or consented to in writing by Buyer, Sellers shall conduct the Business(es) in the ordinary course of business consistent with past practice, subject to applicable limitations and requirements of the Bankruptcy Code and except as otherwise necessary or reasonable to consummate the transactions contemplated herein.

Section 6.02 Access to Information, Books and Records. Seller will permit representatives of Buyer to have reasonable access to the Facility premises and personnel during normal business hours, as well as the books and records of Seller to the extent relating to the Facility, as may be reasonably necessary to comply with the obligations of the Buyer under this Agreement, to facilitate Borrower’s review and inspection of the Purchased Assets. The timing and frequency of such access shall be coordinated with

Seller in all cases, and Seller shall have a right to be present during all such access. Buyer shall not interfere with the normal business operations of Seller in any material respect.

Section 6.03 Notice of Developments. Seller shall give prompt written notice to Buyer of any material adverse development causing a material breach of any of the representations and warranties in Article IV above. Buyer shall give prompt written notice to Seller of any material adverse development causing a breach of any of the representations and warranties in Article V above. No disclosure by any of the Parties pursuant to this Section, however, shall be deemed to amend or supplement any Schedule to this Agreement or to prevent or cure any misrepresentation, breach of warranty, or breach of covenant.

Section 6.04 Casualty; Condemnation. As used herein, the term “*Casualty Loss*” means any destruction by fire, storm or other casualty, or any taking or pending or threatened taking, in condemnation or under the right of eminent domain, of any of the Purchased Assets, or a portion thereof, in each case, prior to the Effective Time. Sellers shall promptly give Buyer written notice (a “*Casualty Notice*”) of any Casualty Loss of which Sellers becomes aware. To the extent such Casualty Loss exceeds \$1,500,000 in cost, Buyer shall have the option, which must be exercised within ten (10) days after its receipt of the Casualty Notice, to terminate this Agreement or to proceed with the Closing. If Buyer elects to terminate this Agreement, the Escrow Deposit shall be returned to Buyer and all rights, duties, obligations and liabilities created hereunder shall cease. If Buyer elects to proceed with Closing (or if the Casualty Loss is less than \$1,500,000), Buyer shall acquire the Purchased Assets in accordance with the terms hereof without a credit against the Purchase Price and Sellers shall transfer to Buyer all of their rights to unpaid insurance proceeds, claims, awards and other payments arising out of such Casualty Loss and pay to Buyer all sums paid to Sellers as insurance proceeds, awards or other payments arising out of such Casualty Loss less any amounts Sellers have paid to repair or mitigate such Casualty Loss. Sellers shall not voluntarily compromise, settle or adjust any amounts payable by reason of any Casualty Loss without first obtaining the written consent of Buyer, such consent not to be unreasonably withheld, conditioned, or delayed.

Section 6.05 Bankruptcy Actions.

- (a) Prior to the Execution Date, the Sellers and their co-debtor Affiliates filed the Sale Motion seeking, among other things, entry of the Sale Order in substantially the form attached hereto as Exhibit 6.05(a). Buyer acknowledges that the entry of any Order is subject to approval of the Bankruptcy Court.
- (b) Sellers shall comply with all of their respective obligations under (i) the Bid and Sale Procedures Order and (ii) the Sale Order (after the entry of same by the Bankruptcy Court).
- (c) Sellers shall use commercially reasonable efforts to comply (or obtain an Order from the Bankruptcy Court waiving compliance) with all requirements under the Bankruptcy Code and applicable Bankruptcy Rules in connection with obtaining approval of the sale of the Purchased Assets under this Agreement, including serving on all required Persons in the Bankruptcy Case (including (i) all Persons who are known to possess or assert a Lien against any of the Purchased Assets, (ii) the Internal Revenue Service, (iii) all state attorneys general, local realty enforcement agencies and local government entities with taxing authority or the power to approve or consent to the issuance or transfer of the Permits

and Regulatory Approvals, and (iv) all other Persons required by any Order of the Bankruptcy Court (including any omnibus notice or case management Order entered in the Bankruptcy Case), notice of the Sale Motion, the Sale Hearing and the objection deadline in accordance with Rules 2002, 6004, 6006 and 9014 of the Bankruptcy Rules, the Bid and Sale Procedures Order or other Orders of the Bankruptcy Court, and any applicable local rules of the Bankruptcy Court.

- (d) (i) Within five (5) days after the Execution Date and preferably by the Execution Date, Buyer shall provide a copy of Schedule 6.05, which schedule can be modified by the Buyer by removing from such schedule any Assumed Contract (as defined below) up to ten (10) days before the Closing Date, identifying (i) all Contracts that Buyer wishes to be assumed by Sellers and assigned by Sellers to Buyer at Closing (the “*Assumed Contracts*”); and (ii) all Contracts that Buyer will not be seeking to have assigned by Sellers (the “*Rejected Contracts*”). Sellers shall move to assume and assign to Buyer, effective as of the Effective Time, any Assumed Contract that is designated on or before the fifth day after the Execution Date by Buyer to Seller. After the Closing Date, Sellers shall be released from any further liability under such Assumed Contracts as provided for under Section 365(k) of the Bankruptcy Code.

(ii) Buyer shall assume all obligations from and after the Closing Date under Assumed Contracts, and at such time as is required by the Bankruptcy Court in the Sale Order, shall pay cash or other acceptable consideration to the third party (or parties) to the applicable Assumed Contract in order to cure the monetary defaults and satisfy any pecuniary obligations of Sellers (or obtain waivers with respect thereto) with respect to the Business, and to provide adequate assurance of future performance under the Assumed Contracts.

Section 6.06 Maintenance of Insurance. From the Execution Date until the Effective Time, Sellers shall keep in full force and effect all insurance coverages existing on the Execution Date.

Section 6.07 Commercially Reasonable Efforts. From the Execution Date until the Closing, each party hereto shall use commercially reasonable efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in Article VII hereof. Additionally, Buyer shall, within three (3) Business Days after entry of the Sale Order, submit the necessary applications to the applicable regulatory authorities to obtain such Permits and Regulatory Approvals as are needed to consummate the sale (with copies of such applications promptly provided to Sellers) and shall diligently and expeditiously follow up on and pursue such Permits and Regulatory Approvals. Further, Buyer agrees to provide copies of all correspondence between Seller (or its Affiliates) and any regulatory agency, or similar body, to Seller and the Bond Trustee within two (2) Business Days of Buyer’s receipt of same.

Section 6.08 Public Announcements. Unless otherwise required by applicable Law (based upon the reasonable advice of counsel), no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed), and the parties shall cooperate as to the timing and contents of any such announcement.

Disclosures made to the Bankruptcy Court or in pleadings filed with the Bankruptcy Court or in other related notices shall not be considered a public announcement.

Section 6.09 Bulk Sales Laws. The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer; it being understood that any Liabilities arising out of the failure of Sellers to comply with the requirements and provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction which would not otherwise constitute Assumed Liabilities shall be treated as Excluded Liabilities.

Section 6.10 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value added, and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the other Transaction Documents (including any real property transfer Tax and any other similar Tax) shall be borne and paid by Buyer when due. Buyer shall, at its own expense, timely file any tax return or other document with respect to such Taxes or fees (and Seller shall cooperate with respect thereto as necessary).

Section 6.11 Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute, and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents.

Section 6.12 Good Faith. Each party agrees, in the exercise of good faith and fair dealing, to take actions necessary or appropriate to satisfy all conditions to closing and to consummate the Closing under this Agreement. Each party agrees to provide prompt notice to the other party of any circumstance or condition which such party has reason to believe may cause a condition of the Closing not to be fulfilled or otherwise create any impediment to the Closing.

ARTICLE VII CONDITIONS PRECEDENT TO THE OBLIGATIONS OF BUYER AND SELLER

Section 7.01 Conditions to Obligations of All Parties. The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

- (a) No governmental authority shall have enacted, issued, promulgated, enforced or entered any governmental order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal or otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof;
- (b) The Bankruptcy Court shall have entered the Sale Order approving the sale to the Buyer which shall be a Final Order unless such finality is mutually waived by the Buyer and the Sellers; and

- (c) Buyer's designees shall received all Permits and Regulatory Approvals that are set forth on Schedule 4.07.

Section 7.02 Seller's Conditions. All obligations of the applicable Seller which are to be discharged under this Agreement effective as of the Closing Date are subject to the satisfaction, on or before the Closing Date, of each of the following conditions unless expressly waived in writing by the applicable Seller at or prior to the Closing:

- (a) All of the representations and warranties of Buyer contained in Article V of this Agreement shall be true and correct in all material respects as of the Execution Date, and shall be deemed to have been made again on and as of the Closing Date and shall be true and correct in all material respects on and as of the Closing Date.
- (b) Buyer shall have performed or complied in all respects with all covenants and conditions required by this Agreement to be performed or complied with by it on or before the Closing Date.
- (c) The Consents shall have been obtained (or, if not obtainable before Closing, request shall have been made and Seller shall have received reasonably satisfactory assurances that they will be granted after the Closing) and are in form and substance reasonably satisfactory to Seller (the "**Material Consents**");
- (d) All Regulatory Approvals shall have been obtained, except for any documents required to be filed, or consents, authorizations, orders or approvals required to be issued, after the Closing Date.
- (e) No Action or proceeding shall have been instituted against, and no order, decree or judgment of any Government Entity shall be pending against, Buyer or Seller which seeks to, or would, render it unlawful as of the Closing Date to effect the transfer of the Purchased Assets, and no such action shall seek damages or injunctive relief by reason of the transactions contemplated hereby. Also, no substantive legal objection to the transactions contemplated by this Agreement shall have been received from or threatened by any Government Entity.
- (f) Buyer shall not (i) be in receivership or dissolution, (ii) have made any assignment for the benefit of creditors, (iii) admitted in writing its inability to pay its debts as they mature, (iv) have been adjudicated as bankrupt, or (v) have filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the federal bankruptcy law or any other similar law or statute of the United States or any state, nor shall any such petition have been filed against Buyer.
- (g) Buyer shall have made the deliveries required to be made by it under Section 3.03 hereof.
- (h) All certificates and documents delivered to Seller pursuant to this Agreement shall be satisfactory in form and substance to Seller acting reasonably and in good faith.

- (i) The Sale Order shall have been entered by the Bankruptcy Court.
- (j) The Buyer shall have delivered the Purchase Price.

Section 7.03 Buyer's Conditions. All obligations of Buyer which are to be discharged under this Agreement effective as of the Closing Date are subject to the satisfaction, on or before the Closing Date, of each of the following conditions unless expressly waived in writing by Buyer at or prior to the Closing:

- (a) All of the representations and warranties of the applicable Seller contained in Article IV of this Agreement shall be true and correct in all material respects as of the Execution Date, and shall be deemed to have been made again on and as of the Closing Date and shall be true and correct in all material respects on and as of the Closing Date.
- (b) The applicable Seller shall have performed or complied in all respects with all covenants and conditions required by this Agreement to be performed or complied with by it on or before the Closing Date.
- (c) All Regulatory Approvals shall have been obtained, except for any documents required to be filed, or consents, authorizations, orders or approvals required to be issued, after the Closing Date. Buyer shall have obtained documentation or other evidence satisfactory to Buyer in its reasonable discretion that Buyer has:
 - (i) Buyer shall have received approval from all Government Entities and third-party payors necessary to allow Buyer to conduct the Business and operate the Facility subsequent to Closing;
 - (ii) Buyer shall have received confirmation from all applicable Government Entities that, upon the Closing, all licenses required by law to operate the Facility as currently operated will be transferred to, or issued or reissued in the name of, Buyer (or its Affiliates, as directed by Buyer).
- (d) No Action or proceeding shall have been instituted against, and no order, decree or judgment of any Government Entity shall be pending against, Buyer or Seller which seeks to, or would, render it unlawful as of the Closing Date to effect the transfer of the Purchased Assets, and no such action shall seek damages or injunctive relief by reason of the transactions contemplated hereby. Also, no substantive legal objection to the transactions contemplated by this Agreement shall have been received from or threatened by any Government Entity.
- (e) The applicable Seller shall have made the deliveries required to be made by it under Section 3.02.

All certificates and documents delivered to Buyer pursuant to this Agreement shall be satisfactory in form and substance to Buyer acting reasonably and in good faith.
- (f) The Sale Order shall have been entered by the Bankruptcy Court.

- (g) On the Closing Date, there shall not be any outstanding or delinquent (a) civil monetary penalty (“*CMP*”) or other federal, state or local fine and/or penalty (“*Penalty*”), (b) Recapture Claim, (c) bed taxes, (d) any funds to be paid related to any Covid-19 funds, including, without limitation, ERC, PPP or advance funds, or (e) survey deficiency of the severity level of “IJ” or worse, including but not limited to, “immediate jeopardy” violations at any Facility.
- (h) Between the Effective Date and the Closing Date, there shall not have been any Material Adverse Change with respect to any Facility.

ARTICLE VIII ADDITIONAL AGREEMENTS

Section 8.01 Facility Employees.

- (a) Immediately prior the Effective Time, the applicable Seller shall terminate all its Facility Employees remaining in Seller’s employ on the Closing Date and, as of the Effective Time, Buyer or its designee(s) shall offer employment to substantially all such Facility Employees on an at-will basis and subject to Buyer’s pre-employment screenings and employment practices, policies and procedures (all such Seller Employees hired by Buyer shall be collectively referred to as the “*Hired Employees*”). Following the Effective Time, Buyer shall provide a standard package of benefits and other terms and conditions of employment to the Hired Employees at substantially the same levels as those offered by Sellers immediate prior to the Closing Date.
- (b) Buyer shall offer immediate employment to substantially all of the Facility Employees, such that no period of unemployment shall occur between employment with the Sellers and employment with Buyer, and such that there will be no violation of the WARN Act or any comparable state or local laws, with such employment with the Buyer to commence as of the Effective Time. If Buyer fails to offer immediate employment to substantially all of the Facility Employees, Buyer acknowledges and agrees that it shall be responsible for the payment of any amounts or liabilities arising or due under the WARN Act or any comparable state or local laws. In furtherance and not in limitation of the foregoing, Buyer shall treat prior service with Sellers reflected in the information provided above as service with Buyer for purposes of determining eligibility to participate and vesting in all benefits programs maintained by Buyer. Sellers shall cooperate with Buyer in providing information reasonably requested by Buyer to facilitate hiring and establishing benefits for Hired Employees who accept employment with Buyer. This Agreement shall not be deemed to create or grant to any Hired Employee any third-party beneficiary rights or claims or any cause of action of any kind or nature.
- (c) The applicable Seller shall provide Buyer, at least ten (10) days prior to the Closing Date, a schedule setting forth, for each of the Facility Employees, an estimated amount of accrued but unused paid time off (including any accrued vacation, sick and holiday time) (collectively, the “*Accrued PTO*”) and the estimate aggregate value of the Accrued PTO

as of the Effective Time. Sellers shall provide Buyer, on the Closing Date, with an update schedule reflecting actual Accrued PTO amounts as of the Effective Time. Buyer shall assume the Accrued PTO liability, as updated on the Closing Date, with respect to the Hired Employees and Buyer will, thereafter, be responsible for paying the Hired Employees for their use of their Accrued PTO during their employment with Buyer and upon the termination of their employment with Buyer in accordance with the Buyer's or its designee's employment practices.

- (d) Sellers shall provide COBRA continuation coverage (within the meaning of Section 4980B of the Internal Revenue Code and U.S. Treasury regulations thereunder) to all Facility Employees who are "M&A qualified beneficiaries" (within the meaning of Treasury Regulation Section 54.4980B-9, Q&A-4) for the duration of the period to which such Facility Employees are entitled to such coverage. Buyer agrees to pay Seller for the reasonable costs incurred in connection with the administration necessary to provide COBRA continuation coverage to such Facility Employees.

Section 8.02 Misdirected Payments. From and after the Closing, if any Seller or any of its respective Affiliates receives any right, property or asset that is a Purchased Asset, the applicable Seller shall promptly transfer or cause such of its Affiliates to transfer such right, property or asset (and shall promptly endorse and deliver any such asset that is received in the form of cash, checks or other documents) to Buyer, and such asset will be deemed the property of Buyer held in trust by such Seller for Buyer until so transferred. From and after the Closing, if Buyer or any of its Affiliates receives any right, property or asset that is an Excluded Asset, Buyer shall promptly transfer or cause such of its Affiliates to transfer such asset (and shall promptly endorse and deliver any such right, property or asset that is received in the form of cash, checks, or other documents) to the applicable Seller, and such asset will be deemed the property of such Seller held in trust by Buyer for such Seller until so transferred.

ARTICLE IX INDEMNIFICATION

Section 9.01 By Seller. From and after the Effective Time of the Closing, conditioned on such Closing, the Sellers will indemnify, defend and hold harmless the Buyer and its affiliates and representatives (collectively, the "***Buyer Indemnified Parties***") from and against any and all Losses suffered or incurred by any of the Buyer Indemnified Parties as a result of or arising out of (a) any claim of recapture by The Centers for Medicare and Medicaid Services ("***CMS***") or any other governmental authority or other third party payor or fiscal intermediary with respect to an alleged overpayment or alleged underpayment or any claim that funds previously paid must be repaid or other claims with respect to operation of the Facilities, for periods prior to the applicable Closing Date ("***Recapture Claim***"), or (b) any and all Taxes related to the operation of the Facilities that are assessed for periods prior to the Effective Time, including, but not limited to, provider tax, gross receipts tax, bed tax, and quality assessment tax. As security for Sellers' indemnity obligations, Sellers shall place into escrow with the Escrow Agent at or prior to Closing the sum of One Million and No/100 Dollars (\$1,000,000) (the "***Indemnification Escrow Amount***") for the period of one (1) year from and after the Closing. The Escrow Amount shall be held and disbursed by the Escrow

Agent in accordance with the terms of an escrow agreement in form and substance reasonably satisfactory to the Parties and the Escrow Agent (the “*Indemnification Escrow Agreement*”).

ARTICLE X TERMINATION

Section 10.01 Termination Prior to Closing.

- (a) This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing:
- (i) By the mutual written consent of Buyer and the Sellers;
 - (ii) By Buyer, by written notice to Sellers, if: (x) Buyer is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Sellers pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article VII, and such breach, inaccuracy or failure has not been cured by Sellers within ten (10) days of Sellers’ receipt of written notice of such breach; or (y) any of the conditions set forth in Section 7.01 or Section 7.02 shall not have been, or it becomes apparent that any of such conditions will not be, satisfied by the date that is forty-five (45) days following the date on which the Sale Order is entered (the “*Conditions Satisfaction Deadline*”), unless such failure shall be due to the failure of Buyer to perform or comply with any of its representations, warranties or covenants contained in this Agreement and to be performed or complied with by Buyer prior to the Closing;
 - (iii) By the Sellers, by written notice to Buyer, if: (x) Sellers are not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Buyer pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article VII, and such breach, inaccuracy or failure has not been cured by Buyer within ten (10) days of Buyer’s receipt of written notice of such breach; (y) any of the conditions set forth in Section 7.01 or Section 7.03 shall not have been, or it becomes apparent that any of such conditions will not be, satisfied Conditions Satisfaction Deadline, unless such failure shall be due to the failure of Sellers to perform or comply with any of their representations, warranties or covenants contained in this Agreement and to be performed or complied with by Sellers prior to the Closing;
 - (iv) By either the Sellers or Buyer in the event the Closing shall not have occurred on or before the Outside Closing Date (which Outside Closing Date may be extended by mutual agreement of Buyer and Seller), unless such delay is the result of an action or omission by the Party wishing to terminate this Agreement pursuant to this subsection.
 - (v) By Buyer or Sellers if (x) the Sale Order is not entered by November 22, 2024 or (y) any Seller sells, transfers, leases or otherwise disposes of, directly or indirectly, including through an asset sale, stock sale, merger or other similar transaction, all or substantially all of its Business or the Purchase Assets in a transaction or series of transactions with one or more Person in accordance with the Bid and Sale Procedures Order (such event, an “*Alternative Transaction*”); provided that, upon termination under this provision in connection with the occurrence of an Alternative Transaction, Sellers, in accordance with the Bid and Sale Procedures Order, shall pay to Buyer, within five (5) Business Days after the consummation of the Alternative Transaction, from the proceeds of such Alternative Transaction, an amount in cash equal to (i) Four Hundred Thousand and No/100 Dollars (\$400,000.00) (the “*Break-Up*”).

Fee”) and (ii) Buyer’s actual, documented, reasonable, out-of-pocket costs and expenses in an amount not to exceed One Hundred Sixty Thousand and No/100 Dollars (\$160,000.00).

Section 10.02 Effect of Termination.

- (a) In the event of the termination of this Agreement in accordance with this Article IX, this Agreement shall forthwith become void and there shall be no liability on the part of any Party hereto, except (i) as expressly set forth herein, (ii) in the event of termination pursuant to Section 9.01(a)(i), 9.01(a)(ii) (subject to such failure to meet a condition or delay thereunder not being a result of Buyer’s breach), 9.01(a)(iv) or 9.01(a)(v), Buyer shall, within five (5) Business Days, be refunded the Escrow Deposit, and such refund shall be Buyer’s sole and exclusive remedy with respect to this Agreement and the transactions contemplated herein; and (iii) in the event of termination by the Sellers pursuant to Section 9.01(a)(iii) (subject to such failure to meet a condition or delay thereunder not being a result of Sellers’ breach), Sellers shall retain the Escrow Deposit as liquidated damages and as Sellers’ sole and exclusive remedy with respect to this Agreement and transactions contemplated herein. With respect to the foregoing clause (iii) and retention by the Sellers of the Escrow Deposit as liquidated damages, Sellers and Buyer agree that Sellers’ actual damages would be extremely difficult or impracticable to determine, and that the amount of the Escrow Deposit is a reasonable estimate of the damages that Sellers would incur in such event.
- (b) Upon termination of this Agreement, the rights and obligations of the Parties under this Agreement shall likewise terminate, except that those obligations set forth in Section 10.01 and Section 10.02 shall survive termination of this Agreement.

**ARTICLE XI
MISCELLANEOUS**

Section 11.01 Confidentiality. It is understood by the Parties hereto that the information, documents, and instruments delivered to Buyer by the applicable Seller and its agents and the information, documents and instruments delivered to the applicable Seller by Buyer and its agents are of a confidential and proprietary nature. Each of the Parties hereto agrees that both prior and subsequent to the Closing it will maintain the confidentiality of all such confidential information, documents or instruments in connection with the negotiation of this Agreement or in compliance with the terms, conditions and covenants hereof and will only disclose such information, documents and instruments to its duly authorized officers, members, directors, representatives, and agents (including consultants, attorneys and accountants of each party) and applicable governmental authorities in connection with any required notification or application for approval or exemption therefrom. Nothing in this Section, however, shall prohibit the use of such confidential information, documents or information for such governmental filings as in the opinion of Seller’s counsel or Buyer’s counsel are required by law or governmental regulations or are otherwise required to be disclosed pursuant to applicable state law or the filing of this Agreement with the Bankruptcy Court or pursuant to any Order of the Bankruptcy Court, including, without limitation, the Bid and Sale Procedures Order.

Section 11.02 Cost of Transaction. Whether or not the transactions contemplated hereby shall be consummated, the Parties agree as follows: (a) the applicable Seller shall pay the fees, expenses and disbursements of such Seller and its Affiliates and their agents, representatives, accountants, and legal counsel incurred in connection with the subject matter hereof and any amendments hereto; (b) Buyer shall pay the fees, expenses and disbursements of Buyer and its Affiliates and their agents, representatives, accountants and legal counsel incurred in connection with the subject matter hereof and any amendments hereto; and (c) Buyer shall pay any state or local recording fees, deed, stamp, or other transfer taxes, filing fees, license fees, and any third-party consent or license fees associated with or assessed in connection with the conveyance of any of the Purchased Assets.

Section 11.03 Announcements. The content of any communications to the public relating to the transaction that is the subject of this Agreement including, but not limited to, any letters to patients regarding such transaction, shall be mutually agreed to by Buyer and the applicable Seller.

Section 11.04 Tax and Medicare Effect. None of the Parties (nor such Parties' counsel or accountants) has made or is making any representations to any other Party (nor such party's counsel or accountants) concerning any of the tax, Medicare or Medicaid effects of the transactions provided for in this Agreement as each Party hereto represents that each has obtained, or may obtain, independent tax, Medicare and Medicaid advice with respect thereto and upon which it, if so obtained, has solely relied.

Section 11.05 Survival. The obligations, representations or warranties which by their nature or content would continue beyond the Closing or the expiration or termination of this Agreement shall survive the Closing or any expiration or termination of this Agreement to the extent specifically provided for herein.

Section 11.06 Notices. All notices, demands and other communications required or permitted hereunder shall be deemed sufficiently given if delivered in person, mailed by certified mail, postage prepaid, or sent via nationally recognized overnight carrier, as well as being sent simultaneously by e-mail, addressed as follows:

If to Buyer: c/o Arcadia Care
4655 W. Chase Avenue
Lincolnwood, IL 60712
Attn: Dovid Seitler
Email: dseitler@arcadialtc.com

Copy to: Gutnicki LLP
4711 Golf Road, Suite 200
Skokie, Illinois 60076
Attn: Stacy J. Flanigan
Email: sflanigan@gutnicki.com

If to Seller: c/o Christian Horizons
Attn: Kate Bertram, President and Shawn O'Conner, CRO
Two City Place Drive, 2nd Floor
St. Louis, Missouri 63141
Email: kbertram@chliving.org
sconner@hcmpllc.com

Copy to: Dentons US LLP
Attn: Thomas Vandiver
101 South Hanley, Suite 600
St. Louis, Missouri 63105
Email: thomas.vandiver@dentons.com

or to such other address as either Party may designate by notice to the other Parties.

Section 11.07 Assignment. Neither Party may assign its rights or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment in violation of this section shall be deemed void and of no force or effect, and a non-curable breach of this Agreement. Buyer may take title to certain or all assets at Closing through a nominee.

Section 11.08 Successors and Assigns. This Agreement shall inure to the benefit of and bind the respective permitted successors and assigns of the Parties hereto. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the Parties to this Agreement or their respective successors or permitted assigns any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein, it being the intention of the Parties to this Agreement that the Agreement be for the sole and exclusive benefit of such Parties or such successors and assigns and not for the benefit of any other person. Notwithstanding the foregoing, the Parties expressly acknowledge the rights of and benefits accruing to the Bond Trustee hereunder.

Section 11.09 Governing Law; Venue. The validity and construction of this Agreement shall be governed by the laws of the State of Missouri without regard to the conflicts of law rules thereof. The Parties hereby consent to jurisdiction and venue in the Federal or State courts situated in St. Louis County, Missouri

including while the Chapter 11 cases are pending, the exclusive jurisdiction of the Bankruptcy Court, and hereby waive any objection to the jurisdiction of, or the venue of any action instituted in, such courts.

Section 11.10 Attorneys' Fees. If legal action is commenced to enforce this Agreement, each Party shall pay its own costs and attorneys' fees in connection with any such action.

Section 11.11 Severability. If any provision of this Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision, and, to this end, the provisions hereof are severable.

Section 11.12 Section Headings. The Section headings are for reference only and shall not limit or control the meaning of any provision of this Agreement.

Section 11.13 Waiver. No delay or omission on the part of any Party in exercising any right hereunder shall operate as a waiver of such right or any other right under this Agreement.

Section 11.14 Amendments. This Agreement may be amended, but only in a writing signed by all Parties hereto and subject to any requisite approval by the Bankruptcy Court.

Section 11.15 Exhibits and Schedules. All Exhibits and Schedules referred to in this Agreement are integral parts of this Agreement and are hereby incorporated into this Agreement as if fully set forth herein, and all statements appearing therein shall be deemed to be representations.

Section 11.16 Entire Agreement. This Agreement, the Exhibits and the Schedules delivered pursuant hereto constitute the entire contract between the Parties hereto pertaining to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether written or oral, of the Parties, and there are no representations, warranties or other agreements between the Parties in connection with the subject matter hereof or thereof, except as specifically set forth herein or therein. The Parties specifically acknowledge that in entering into and executing this Agreement, the Parties rely solely upon the representations and agreements contained in this Agreement, and all prior representations or agreements, whether written or verbal, not expressly incorporated herein are superseded.

Section 11.17 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall comprise one and the same instrument. Signature pages exchanged by email shall be fully binding on the Parties.

Section 11.18 WAIVER OF JURY TRIAL. BUYER, AND SELLER HEREBY WAIVE ANY RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM IN CONNECTION WITH ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY CONTRACT OR INSTRUMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, EVENTS LEADING UP TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES' PERFORMANCE OF THIS AGREEMENT, OR ANY CLAIM OF INJURY OR DAMAGE RELATING TO THE FOREGOING OR THE ENFORCEMENT OF ANY REMEDY HEREUNDER.

[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Asset Purchase Agreement as of the Execution Date.

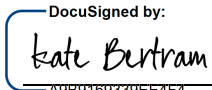
BUYER:

CH Arcadia Holdco, LLC,
an Illinois limited liability company

By: *dovid seitler*
Dovid Seitler, Manager


SELLER:

CHRISTIAN HOMES, INC.,
an Illinois not-for-profit corporation

By: 

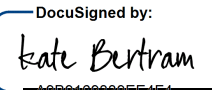
A9B9169339EE4F4...
Kate Bertram
President and Chief Executive Officer

HICKORY POINT CHRISTIAN VILLAGE, INC.
(f/k/a Fair Havens Christian Homes Inc.), an Illinois
not-for-profit corporation

By: 

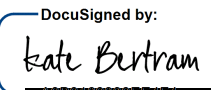
A9B9169339EE4F4...
Kate Bertram
President and Chief Executive Officer

LEWIS MEMORIAL CHRISTIAN VILLAGE
an Illinois not-for-profit corporation

By: 

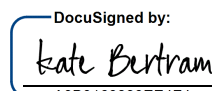
A9B9169339EE4F4...
Kate Bertram
President and Chief Executive Officer

RIVER BIRCH CHRISTIAN VILLAGE, LLC,
an Illinois limited liability company

By: 

A9B9169339EE4F4...
Kate Bertram
President and Chief Executive Officer

SENIOR CARE PHARMACY SERVICES LLC,
an Illinois limited liability company

By: 

A9B9169339EE4F4...
Kate Bertram
President and Chief Executive Officer

Exhibit 3.02(a)

BILL OF SALE OF PERSONAL PROPERTY

This Bill of Sale is made and executed as of the ____ day of _____, 2024, by and between _____, a[n] [Illinois][Indiana][Iowa][Missouri] [not-for-profit][nonprofit] corporation] [limited liability company] (“**Seller**”) and _____, a[n] _____ (“**Buyer**”).

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of [____], 2024 by and between Seller and Buyer (the “**Purchase Agreement**”), Seller has agreed to sell to Buyer free and clear of all liens and encumbrances, except with respect to any lien or encumbrance arising out of or related to any liability of Seller assumed by Buyer pursuant to the Purchase Agreement, and Buyer has agreed to purchase from Seller, all of Seller’s right, title and interest in and to the Assets, as that term is defined in the Purchase Agreement, for the consideration in the amount and on the terms provided therein.

NOW THEREFORE, in consideration of the premises and of the mutual representations, warranties, covenants and agreements set forth herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Capitalized Terms.** All capitalized terms used and not otherwise defined in this Bill of Sale shall have the meanings ascribed to them in the Purchase Agreement.

2. **Sale and Transfer of Acquired Assets.** Seller hereby sells, assigns, transfers, conveys, grants and delivers to Buyer, free and clear of all liens and encumbrances, except with respect to any lien or encumbrance arising out of or related to any liability of Seller assumed by Buyer pursuant to the Purchase Agreement, all of Seller’s right, title and interest in and to the Assets, but only to the extent such Assets are to be transferred under the Purchase Agreement at Closing.

3. **Warranty of Ownership.** Seller warrants that Seller is the legal owner of the Assets and that the Assets are transferred free and clear of all liens and encumbrances, except with respect to any lien or encumbrance arising out of or related to any liability of Seller assumed by Buyer pursuant to the Purchase Agreement.

4. **Further Acts Required.** Seller covenants that at the request of Buyer it will promptly do or cause to be done all such further acts, and shall execute and deliver, or cause to be executed and delivered, all transfers, assignments and conveyances, evidences of title, notices, consents and assurances necessary or desirable to put Buyer in actual possession and control of the Assets, or as Buyer shall reasonably require to better assure and confirm title of Buyer to the Assets.

5. **Purchase Agreement.** Nothing in this Bill of Sale shall be deemed to supersede, enlarge or modify any of the provisions of the Purchase Agreement, all of which survive the execution and delivery of this Bill of Sale as provided and subject to the limitations set forth in the Purchase Agreement. If any conflict exists between the terms of this Bill of Sale and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

6. Notices. All notices or other communications or deliveries provided for under this bill of sale shall be given as provided in the Purchase Agreement.

7. Caption Headings and Construction of Agreement. The caption headings are used in this bill of sale only as a matter of convenience and for reference and do not define, limit or describe the scope of this bill of sale nor the intent of any provisions.

8. Applicable Law. This bill of sale is made and entered into in the State of [Illinois][Indiana][Iowa][Missouri] and shall be construed and enforced in accordance with the laws of such state.

9. Successors and Assigns. The provisions of this Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed under seal in its name as of the date first above written.

SELLER:

_____,
a[n] [Illinois][Indiana][Iowa][Missouri][not-for-profit][nonprofit]
corporation

By: _____
[Name]
[Title]

Exhibit 3.02(b)

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “**Agreement**”) is made and entered into as of the ____ day of _____, 2024 (the “**Effective Date**”), by and between by and between _____, a[n] [Illinois][Indiana][Iowa][Missouri] [not-for-profit][nonprofit] corporation] (hereinafter referred to as “**Assignor**”) and _____, a[n] _____ (hereinafter referred to as “**Assignee**”).

WHEREAS, pursuant to that certain Asset Purchase Agreement dated _____, 2024, (the “**Purchase Agreement**”) by and between Assignor and Assignee, Assignor is selling and conveying to Assignee certain of Assignor’s assets (the “**Assets**”) used in connection with Assignor’s operation of _____, a senior living community located in _____, [Illinois][Indiana][Iowa][Missouri] (the “**Facility**”);

WHEREAS, in connection with the sale, Assignor has agreed to assign to Assignee all of Assignor’s right, title and interest in and to executory contracts and certain intangible assets of Assignor used in connection with Assignor’s operation of the Facility (the “**Assignor’s Business**”), and Assignee has agreed to assume all of the duties and obligations of the Assignor with respect to such executory contracts and intangible assets arising from and after the date hereof; and

WHEREAS, also pursuant to the Purchase Agreement, Assignee has agreed to assume certain liabilities and obligations of Assignor (the “**Assumed Liabilities**”).

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) paid by Assignee to Assignor, the receipt of which is hereby acknowledged, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns to Assignee all of its right, title and interest in and to executory contracts identified in Exhibit “A” attached hereto and incorporated herein by this reference (the “**Executory Contracts**”), and further assigns and delegates to Assignee all of Assignor’s rights, duties, obligations and covenants contained in such Executory Contracts. Assignee hereby assumes and agrees to perform and discharge all duties, obligations and covenants contained in the Executory Contracts.

2. Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in, to and under the following intangible property owned by Assignor and used in connection with Assignor’s Business (collectively, the “**Intangibles**”):

a. All licenses, permits, certifications, certificates of need, and accreditations held by Assignor relating to the ownership, development and operation of Assignor’s Business (including any applications and pending approvals), to the extent assignable (the “**Licenses**”);

b. All intellectual property used in the operation of Assignor’s Business, facilities and properties (the “**Intellectual Property**”), including, but not limited to, the items listed on Exhibit “B” attached hereto and incorporated herein by this reference;

c. All paper and/or electronic resident records relating to Assignor's past and present residents of the Facility;

d. All manufacturers' and vendors' warranties relating to the Assets, to the extent transferable, and rights and claims that may be asserted by (but not against) Assignor related to the Assets;

e. All personnel records relating to employees of Assignor's Business who are hired by Assignee (to the extent such records are transferable under applicable law), equipment records, documents, catalogs, books, records, files, operating manuals, and other records relating to the Assets (but excepting any documents or records relating to Assignor's tax returns and Assignor's internal corporate affairs); and

f. All goodwill associated with the Assets;

3. Assignee hereby assumes and agrees to perform all covenants, agreements and undertakings of Assignor, arising from and after the date hereof, under the Intangibles.

4. Assignee hereby agrees to indemnify, defend and hold harmless Assignor from any claim, cause of action, loss, damage or expense (including without limitation reasonable attorneys' fees and court costs) resulting from any breach by Assignee of its obligations under the Executory Contracts or the Intangibles or any claim of such breach arising out of or based on events from and after the Effective Date. Assignor hereby agrees to indemnify, defend and hold harmless Assignee from any claim, cause of action, loss, damage or expense (including without limitation reasonable attorneys' fees and court costs) resulting from any breach by Assignor of its obligations under the Executory Contracts or the Intangibles or any claim of such breach arising out of or based on events prior to the Effective Date.

5. Assignee hereby assumes and agrees to be personally liable for all liabilities and obligations arising under the Executory Contracts from and after the Effective Date.

Any creditor of Assignee with respect to the Assumed Liabilities may enforce its rights against Assignor directly, without any obligation to proceed against Assignee.

6. This Agreement may be executed in one or more counterparts, and by electronically transmitted signature, and each counterpart and signature shall be deemed to be an original and all of which together shall constitute one agreement that is binding on all parties.

[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption Agreement as of the day and year first above written.

ASSIGNOR:

_____,
a[n] [Illinois][Indiana][Iowa][Missouri][not-for-profit][nonprofit] corporation

By: _____
[Name], [Title]

ASSIGNEE:

_____,
a[n] _____

By: _____
[Name], [Title]

Exhibit 3.02(c)

FORM OF DEED

[Attached.]

[SPACE ABOVE THIS LINE IS FOR RECORDING INFORMATION]

a[n] [not-for-profit][nonprofit]

to

_____,
a[n] [Illinois][Indiana][Iowa][Missouri]

QUIT CLAIM DEED

Dated: As of [____], 2024

Location:

County:

UPON RECORDATION RETURN TO:

Dentons US LLP
101 S. Hanley, Suite 600
St. Louis, Missouri 63105
Attention: Thomas K. Vandiver

QUIT CLAIM DEED

This Quit Claim Deed, made this ____ day of _____, 2024, _____, a[n] [Illinois][Indiana][Iowa][Missouri] [not-for-profit][nonprofit] corporation], (“Grantor”), and _____, a[n] _____ (“Grantee”), WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, by Grantee, the receipt of which is hereby acknowledged, by these presents does REMISE, RELEASE, ALIENATE AND CONVEY unto the Grantee, FOREVER, all the following described real estate, situated in the County of _____ and State of [Illinois][Indiana][Iowa][Missouri], known and described as follows, to wit (the “Premises”):

See Schedule 1 attached hereto and made a part hereof, together with all improvements and fixtures located thereon and owned by Grantor as of the date hereof and any rights, privileges and appurtenances pertaining thereto.

TO HAVE AND TO HOLD the said Premises as described above, with the appurtenances unto the Grantee, forever.

This is a Quit Claim Deed. Grantor makes no representations whatsoever, express or implied, regarding the Premises, this Deed or any other matters.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, Grantor executed this Quit Claim Deed the day and year first above written.

GRANTOR:

_____,
a[n] [Illinois][Indiana][Iowa][Missouri] [not-for-profit][nonprofit]

By: _____
[Name], [Title]

STATE OF _____)

)

COUNTY OF _____)

On _____, 2024, before me, the undersigned, a notary public in and for said State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

_____, Notary Public

Printed Name: _____

My Commission Expires:

Send Subsequent Tax Bills to:

I affirm under penalties of perjury, that I have taken reasonable care to redact each social security number in this document unless required by law. This instrument is prepared by _____.

SCHEDULE 1 TO QUIT CLAIM DEED
LEGAL DESCRIPTION

[To be inserted.]

Schedule 1 to Asset Purchase Agreement

Facilities/Assets to be Purchased

Hickory Point Christian Village, 160 bed CCRC

Lewis Memorial Christian Village, 196 CCRC

River Birch Living, 42 unit AL/MC

The Christian Village, 63 units IL, 12 units AL/MC

Senior Care Pharmacy

Schedule 2.01(a) to Asset Purchase Agreement

DESCRIPTION OF REAL PROPERTY

See attached.

EXHIBIT "A"
Legal Description

The Christian Village – Logan County, Illinois

Tract 1:

A part of the Northwest Quarter of the Northwest Quarter of Section 36, Township 20 North, Range 3 West of the Third Principal Meridian, Logan County, Illinois, described as follows, to-wit:

Beginning at the point of intersection of the East line of the right of way of U.S. Route 66 and the North line of the Northwest Quarter of said Section 36, which point of beginning is 132.70 feet East of a plate in the pavement marking the Northwest corner of said Section 36, running thence East along the North line of the Northwest Quarter of said Section 36, 381.10 feet to the West line of Evans Street (30 feet wide) as platted in Tobin's Resurvey of that part of the City of Lincoln embracing the Town of Postville; Knapp, Bird and Tinsley's Addition to Postville; Rautenberg's Survey and Melrose Addition, thence South along the West line of said Evans Street and said West line produced and extended 470.04 feet, thence West 180.00 feet, thence South 135.0 feet to the North line of Seventh Street as platted in said Tobin's Resurvey; thence West along the North line of said Seventh Street 200.64 feet to the East line of the right of way of U.S. Route 66, thence North along said right of way line 611.92 feet to the point of beginning.

Situated in LOGAN COUNTY, ILLINOIS.

Tract 2:

Part of the Northwest Quarter of the Northwest Quarter of Section 36, Township 20 North, Range 3 West of the Third Principal Meridian, Logan County, Illinois, in the City of Lincoln, the boundary of said part being further described as follows:

Beginning at an iron pin 183.00 feet South and 160.75 feet West of a concrete marker at the center of Seventh and Main Streets; thence West 349.02 feet to an iron pin; thence Northerly making an interior angle of 89 degrees 59 minutes 30 seconds with the last described course 152.85 feet to an iron pin on the South line of Seventh Street; thence Easterly along said South line making an interior angle of 90 degrees 01 minutes with the last described course, 348.76 feet to an iron pin; thence Southerly making an interior angle of 90 degrees 06 minutes with the last described course 153.00 feet to the point of beginning.

Situated in LOGAN COUNTY, ILLINOIS.

Tract 3:

Part of the Northwest Quarter of the Northwest Quarter of Section 36, Township 20 North, Range 3 West of the Third Principal Meridian, Logan County, Illinois, in the City of Lincoln, the boundary of said part being further described as follows:

Beginning at the intersection of the South line of Seventh Street with the West line of Main Street in Postville, now a part of the City of Lincoln, Logan County, Illinois, thence West along said South line of Seventh Street 119-1/2 feet; thence South parallel with Main Street 103.31 feet; thence East parallel with Seventh Street 119-1/2 feet to the said West line of Main Street; thence North along the said West line of Main Street 103.31 feet to the place of beginning.

Situated in LOGAN COUNTY, ILLINOIS.

Tract 4:

A part of the Northwest Quarter of the Northwest Quarter of Section 36, Township 20 North, Range 3 West of the Third Principal Meridian, Logan County, Illinois, described as follows, to-wit:

Beginning at a point of intersection of the North line of Seventh Street as platted in Tobin's Resurvey of that part of the City of Lincoln embracing the Town of Postville; Knapp, Bird and Tinsley's Addition to Postville; Rautenberg's Survey and Melrose Addition, and the West line of Evans Street (30 feet wide) as platted in said Tobin's Resurvey, which point of beginning is 513.80 feet East and 605.04 feet South of a plate in the pavement marking the Northwest corner of said Section 36, running thence West along the North line of Seventh Street 180.0 feet, thence North 135.0 feet, thence East 180.0 feet, thence South 135.0 feet to the point of beginning.

Situated in LOGAN COUNTY, ILLINOIS.

Tract 5:

A part of the Southwest Quarter of Section 25, Township 20 North, Range 3 West of the Third Principal Meridian, in the City of Lincoln, Logan County, Illinois and being further described as follows:

Commencing at a plate in the Southbound lane of U.S. Route 66, said plate being the Southwest corner of Section 25, Township 20 North, Range 3 West of the Third Principal Meridian; thence Easterly along the South line of Section 25 a distance of 132.70 feet to an iron pin, said pin being the point of beginning; thence continuing Easterly along said South line of Section 25 a distance of 355.57 feet to an iron pin; thence Northerly along a line forming an interior angle of 88 degrees 56 minutes 30 seconds with the last described course a distance of 324.97 feet to an iron pin; thence Westerly along a line forming an interior angle of 90 degrees 32 minutes 35 seconds with the last described course a distance of 355.57 feet to an iron pin; thence Southerly a distance of 321.60 feet to the point of beginning.

Situated in LOGAN COUNTY, ILLINOIS.

Tract 6:

A part of the Southwest Quarter of Section 25, Township 20 North, Range 3 West of the Third Principal Meridian, in the City of Lincoln, Logan County, Illinois, and being further described as follows:

Commencing at a plate in the Southbound lane of U.S. Route 66, said plate being the Southwest corner of Section 25, Township 20 North, Range 3 West of the Third Principal Meridian; thence Easterly along the South line of Section 25 a distance of 488.27 feet to an iron pin, said pin being the point of beginning; thence Easterly along said South line of Section 25 a distance of 134.69 feet to an iron pin; thence Northerly along a line forming an interior angle of 88 degrees 56 minutes 30 seconds with the last described course a distance of 326.25 feet to a point; thence Westerly along a line forming an interior angle of 90 degrees 32 minutes 35 seconds with the last described course a distance of 134.69 feet to an iron pin; thence Southerly a distance of 324.97 feet to the point of beginning.

Situated in LOGAN COUNTY, ILLINOIS.

Tract 7:

A part of the Southwest Quarter of Section 25, Township 20 North, Range 3 West of the Third Principal Meridian, in the City of Lincoln, Logan County, Illinois, more particularly described as follows:

Commencing at a plate in the Southbound lane of U.S. Route 66, said plate being the Southwest corner of said Section 25; thence North 90 degrees 0 minutes 0 seconds East upon the South line of said Section 25 a distance of 132.70 feet to an iron pin located on the East right of way line of Postville Drive; thence North 1 degree 03 minutes 30 seconds West upon said East right of way line a distance of 321.60 feet to an iron pin, the true point of beginning; thence continuing North 1 degree 03 minutes 30 seconds West upon said East right of way line a distance of 321.60 feet to an iron pin located at the intersection of the East right of way line of Postville Drive and the South line of Eleventh Street; thence North 89 degrees 00 minutes 51 seconds East upon said South line a distance of 150.00 feet to an iron pin; thence South 1 degree 03

minutes 33 seconds East a distance of 195.74 feet to an iron pin; thence North 88 degrees 44 minutes 08 seconds East a distance of 151.63 feet to an iron pin; thence South 1 degree 07 minutes 45 seconds East a distance of 51.31 feet to an iron pin; thence North 89 degrees 01 minutes 03 seconds East a distance of 25.00 feet to an iron pin; thence South 1 degree 31 minutes 22 seconds East a distance of 78.37 feet to an iron pin; thence South 89 degrees 29 minutes 05 seconds West a distance of 328.22 feet to the point of beginning.

Situated in LOGAN COUNTY, ILLINOIS.

Tract 8:

Lots 1, 2, 3, 4, 5 and 6 in Kenning's Subdivision of Block 8 in Rautenberg's Survey of the City of Lincoln, Logan County, Illinois, as shown by Plat of said Subdivision recorded in Plat Book 12, page 101 of the Recorder's Office of Logan County, Illinois.

Situated in LOGAN COUNTY, ILLINOIS.

Tract 9:

That part of the West Half of the Northwest Quarter of Section 36, Township 20 North, Range 3 West of the Third Principal Meridian, Logan County, Illinois, more particularly described as follows:

Beginning at a point in the West line of Main Street 132.37 feet North of the intersection of the North line of Fifth Street with said West line of Main Street in Postville, now a part of the City of Lincoln, thence North 360 feet, more or less, to a point in said West line of Main Street which is 103.31 feet South of the intersection of the South line of Seventh Street in said City with said West line of Main Street, thence West parallel with said Seventh Street 119-1/2 feet, thence South parallel with Main Street 360 feet, more or less, opposite and Westerly of the point of beginning, on a line parallel with Fifth Street, thence East parallel with said Fifth Street, 119-1/2 feet to the place of beginning, said above described tract of real estate being part of the City of Lincoln

EXCEPT the following described tract:

Commencing at a railroad spike found in the center line intersection of Seventh Street and Main Street, as such are now located; thence South along the center line of said Main Street a distance of 133.31 feet; thence South 89 degrees 59 minutes 34 seconds West parallel with said Seventh Street a distance of 30.00 feet to a 1/2 inch pin set; thence South along the West right of way line of said Main Street a distance of 366.14 feet to a 1/2 inch pin set; thence South 89 degrees 59 minutes 31 seconds West parallel with Fifth Street a distance of 50.75 feet to a 1/2 inch pin set at the point of beginning; thence North a distance of 7.20 feet to a 1/2 inch pin set; thence South 89 degrees 59 minutes 31 seconds West a distance of 80.00 feet to a 1/2 inch pin set; thence South a distance of 7.20 feet; thence North 89 degrees 59 minutes 31 seconds East a distance of 80.00 feet to the point of beginning, containing 0.013 acres more or less in said excepted tract.

Situated in LOGAN COUNTY, ILLINOIS.

Tract 10:

Beginning at the intersection of the South line of Seventh Street and the East line of the dedicated S.B.I. Highway, thence South along said East line of said S.B.I. Highway 150 feet, thence East parallel with the South line of Seventh Street 200 feet, thence North parallel with the East line of said S.B.I. Highway 150 feet to the South line of said Seventh Street, thence West along said line of Seventh Street 200 feet to the place of beginning, and being part of the Northwest Quarter of the Northwest Quarter of Section 36, Township 20 North, Range 3 West of the Third Principal Meridian, Logan County, Illinois, and late a part of Lots 1, 2, 3, 6, 7 and 8 in Block 15 in the Original Town of Postville and also the included alley and that part of McGraw Street abutting said block and since vacated, EXCEPT beginning at the intersection of the South line of Seventh Street in the City of Lincoln, with the East line of the State Highway (West Belt around Lincoln),

thence East along said South line of Seventh Street 39 feet, thence South parallel with said East line of the State Highway 150 feet, thence West 39 feet to the East line of the State Highway, thence North along said East line 150 feet more or less to the point of beginning and being part of the Northwest Quarter of the Northwest Quarter of Section 36, Township 20 North, Range 3 West of the Third Principal Meridian.

Situated in LOGAN COUNTY, ILLINOIS.

Tract 11:

A strip of ground 50 feet wide fronting on Evans Street and 105 feet in depth abutting Ninth Street of the following described tract:

Lots 4 and 5 and the West Half of Lot 3 in Block 3 in Rautenberg's Survey in the City of Lincoln, Logan County, Illinois, (said Ninth Street being as shown on the original plat of Rautenberg's Survey but now known as Eighth Street).

Situated in LOGAN COUNTY, ILLINOIS

Tract 12:

A part of the existing right of way of Seventh Street located West of Main Street and East of Postville Drive and more particularly described as follows:

Part of the Northwest Quarter of the Northwest Quarter of Section 36, Township 20 North, Range 3 West of the Third Principal Meridian, Lincoln, Illinois, more particularly described as follows: Beginning at an iron pin found at the intersection of the South right of way line of Seventh Street and the West right of way line of Main Street; thence South 88 degrees 56 minutes 40 seconds West on said South right of way line a distance of 620.81 feet to an iron pin found; thence North 01 degrees 06 minutes 46 seconds West a distance of 60.04 feet to an iron pin found at the intersection of the East right of way line of Postville Drive and the North right of way line of Seventh Street; thence North 88 degrees 56 minutes 40 seconds East on said North right of way line a distance of 620.67 feet to an iron pin set at the intersection of said North right of way line and the West right of way line of Main Street; thence South 01 degrees 14 minutes 47 seconds East a distance of 60.04 feet to the point of beginning.

EXCEPT THE FOLLOWING TRACT: The East 88.63 feet of the North Half of Seventh Street lying West of the West right of way line of Main Street in Rautenburg's Survey of part of Lot 2 of the North Half of the Northwest Quarter of the Northwest Quarter of Section 36, Township 20 North, Range 3 West of the Third Principal Meridian, Lincoln, Illinois, recorded in the Logan County Recorder's Office in Plat Book 3, Page 68.

Situated in LOGAN COUNTY, ILLINOIS

THE BELOW IS AN ADDITIONAL PARCEL IN LOGAN COUNTY, IL:

Beginning at the original intersection of the West line of Main Street, with the North line of Fifth Street In The town of Postville, now a part of the city of Lincoln, Logan County, Illinois, thence North along the said West line of Main Street 132.37 feet, thence West parallel with said North line of Fifth Street 39 1/2 feet, thence South parallel with said West line of Main Street 132.37 feet, And To The said North line of Fifth Street and thence East along said North line of Fifth Street to the point of beginning, being all of Lot 8 in Block 18, since vacated, in said town of Postville, now a part of the city of Lincoln, EXCEPT that part of said Lot 8 heretofore conveyed to Walter Burnam and Ruth Burnam by deed recorded in Book 138, Page 464, Recorder's Office of Logan County, Illinois.

Situated in LOGAN COUNTY, ILLINOIS

THE BELOW IS AN ADDITIONAL PARCEL IN LOGAN COUNTY, IL:

Part of the Northwest 1/4 of section 36, Township 20 North, Range 3 West of the Third Principal Meridian, Lincoln, Logan County, Illinois, more particularly described as follows:

Commencing at an iron pin set at the intersection of the North right of way line of Fifth Street and the East right of way line of South Postville Road; thence North 12 degrees 28 minutes 03 seconds West on said East right of way line, a distance of 255.04 feet to an iron pin set at the point of beginning.

From said point of beginning, thence continuing North 12 degrees 28 minutes 03 seconds West on said East right of way line, a distance of 202.81 feet to an iron pin found; thence North 88 degrees 58 minutes 22 seconds East, a distance of 479.17 feet to an iron pin found; thence South 01 degree 01 minutes 20 seconds East, a distance of 198.73 feet; thence South 88 degrees 57 minutes 59 seconds West, a distance of 438.93 feet to the point of beginning.

Situated in LOGAN COUNTY, ILLINOIS.

For APN/Parcel ID(s): 12-036-025-00, 12-036-029-00, 12-036-024-00, 12-025-013-00, 12-025-012-50, 12-720-001-00, 12-720-006-00, 12-036-031-00, 12-036-028-00; 12-623-005-00; 12-036-032-00 and 12-036-037-00

EXHIBIT "A"
Legal Description

Hickory Point - Macon County, Illinois

THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION FIFTEEN (15),
TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWO (2) EAST OF THE THIRD P.M., EXCEPT THE
EAST 600 FEET TO THE NORTH 225 FEET THEREOF.

NOW KNOWN AS LOT ONE (1) OF HICKORY POINT CHRISTIAN VILLAGE SUBDIVISION, AS PER
PLAT RECORDED IN BOOK 1832 PAGE 569 OF THE RECORDS IN THE RECORDER'S OFFICE OF
MACON COUNTY, ILLINOIS.

SITUATED IN MACON COUNTY, ILLINOIS.

For APN/Parcel ID(s): 07-07-15-451-006

EXHIBIT "A"
Legal Description

Hickory Point Christian Village Subdivision - Macon County, Illinois

LOT 1 OF HICKORY POINT CHRISTIAN VILLAGE 2ND ADDITION, AS PER PLAT RECORDED IN BOOK 1832, PAGE 754 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, EXCEPT THAT PART DEEDED TO THE VILLAGE OF FORSYTH, AN ILLINOIS MUNICIPAL CORPORATION IN WARRANTY DEED RECORDED AUGUST 7, 1996 IN BOOK 2667, PAGE 497 AS DOCUMENT NO. 1439261.

SITUATED IN MACON COUNTY, ILLINOIS.

For APN/Parcel ID(s): 07-07-15-452-018 and 07-07-15-452-019

EXHIBIT "A"
Legal Description

Lewis Memorial – Sangamon County, Illinois

Part of the Northeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois, being more particularly described as follows: Commencing at the Northwest corner of said Northeast Quarter; thence South 00 degrees 56 minutes 34 seconds East along the West line of said Northeast Quarter, a distance of 60.01 feet to a point on the South right of way line of Washington Street, also being the point of beginning. From said point of beginning; thence North 90 degrees 00 minutes 00 seconds East along said South right of way line, a distance of 1,155.63 feet to a point on a curve having a radius of 5,654.65 feet; thence Southwesterly along the Westerly right of way line of the Chicago and Northwestern Railroad and said curve through a central angle of 01 degrees 45 minutes 02 seconds, a chord distance of 172.75 feet; thence South 38 degrees 37 minutes 22 seconds West along said right of way, a distance of 1,101.06 feet; thence South 51 degrees 22 minutes 38 seconds East along said right of way, a distance of 25.00 feet; thence South 38 degrees 37 minutes 22 seconds West along said right of way, a distance of 573.52 feet to a point on the West line of said Northeast Quarter; thence North 00 degrees 56 minutes 34 seconds West along said West line, a distance of 1,460.62 feet to the point of beginning.

Except any interest in the coal, oil, gas and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any.

Situated in SANGAMON COUNTY, ILLINOIS.

For APN/Parcel ID(s): 13-36.0-200-014

EXHIBIT "A"
Legal Description

River Birch Christian Village – Sangamon County, Illinois

LOTS 1 AND 2 OF RIVER BIRCH SUBDIVISION.

EXCEPT ANY INTEREST IN THE COAL, OIL, GAS AND OTHER MINERALS UNDERLYING THE LAND WHICH HAVE BEEN HERETOFORE CONVEYED OR RESERVED IN PRIOR CONVEYANCES, AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL, OIL, GAS AND OTHER MINERALS, IF ANY.

SITUATED IN SANGAMON COUNTY, ILLINOIS.

For APN/Parcel ID(s): 21-24.0-100-030 and 21-24.0-100-029

EXHIBIT "A"
Legal Description

River Birch Christian Village (Vacant Land) – Sangamon County, Illinois

PART OF THE LOTS 302 AND 303 IN PANTHER CREEK SEVENTH ADDITION, SPRINGFIELD, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 15 NORTH, RANGE 6 WEST OF THE THIRD PRINCIPAL MERIDIAN, SPRINGFIELD, ILLINOIS; THENCE SOUTH 00 DEGREES 46 MINUTES 59 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1,295.08 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 12 SECONDS WEST, A DISTANCE OF 240.04 FEET; THENCE NORTH 47 DEGREES 17 MINUTES 10 SECONDS WEST, A DISTANCE OF 275.33 FEET; THENCE NORTH 21 DEGREES 28 MINUTES 22 SECONDS WEST, A DISTANCE OF 255.51 FEET; THENCE NORTH 00 DEGREES 46 MINUTES 58 SECONDS WEST, A DISTANCE OF 350.07 FEET; THENCE NORTH 27 DEGREES 44 MINUTES 36 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID LOT 302, A DISTANCE OF 335.79 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 12 SECONDS WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 313.25 FEET; THENCE SOUTH 17 DEGREES 53 MINUTES 10 SECONDS WEST, A DISTANCE OF 427.78 FEET; THENCE SOUTH 89 DEGREES 13 MINUTES 38 SECONDS WEST, A DISTANCE OF 175.00 FEET TO THE WESTERLY LINE OF SAID LOT 302, SAID POINT BEING ON A NON-TANGENT CURVE HAVING A RADIUS OF 575.00 FEET WHOSE CENTER BEARS NORTH 66 DEGREES 39 MINUTES 49 SECONDS WEST FROM SAID POINT; THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 24 DEGREES 06 MINUTES 34 SECONDS, A CHORD DISTANCE OF 240.17 FEET; THENCE NORTH 00 DEGREES 46 MINUTES 22 SECONDS WEST ALONG SAID WESTERLY LINE AND THE WEST LINE OF SAID LOT 303, A DISTANCE OF 400.00 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 42 MINUTES 23 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 303, A DISTANCE OF 67.91 FEET TO THE NORTHWEST CORNER OF SAID LOT 303; THENCE SOUTH 89 DEGREES 42 MINUTES 47 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 303, A DISTANCE OF 1257.22 FEET; THENCE SOUTH 00 DEGREES 46 MINUTES 59 SECONDS EAST, A DISTANCE OF 66.66 FEET TO THE POINT OF BEGINNING, CONTAINING 22.816 ACRES, MORE OR LESS.

NOTE:

A PORTION OF THE ABOVE IS NOW KNOWN AS LOT 1 OF THE RESURVEY OF PART OF LOT 302 AND PART OF LOT 303 PANTHER CREEK SEVENTH ADDITION, SPRINGFIELD, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 1, 2002 AS DOCUMENT NUMBER 2002R53915 AND MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 15 NORTH, RANGE 6 WEST OF THE THIRD PRINCIPAL MERIDIAN, SPRINGFIELD, ILLINOIS; THENCE SOUTH 00 DEGREES 46 MINUTES 59 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1,295.08 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 12 SECONDS WEST, A DISTANCE OF 240.04 FEET; THENCE NORTH 47 DEGREES 17 MINUTES 10 SECONDS WEST, A DISTANCE OF 275.33 FEET; THENCE NORTH 21 DEGREES 28 MINUTES 22 SECONDS WEST, A DISTANCE OF 255.51 FEET; THENCE NORTH 00 DEGREES 46 MINUTES 59 SECONDS WEST, A DISTANCE OF 350.07 FEET; THENCE NORTH 27 DEGREES 44 MINUTES 36 SECONDS WEST, A DISTANCE OF 551.41 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 13 SECONDS EAST, A DISTANCE OF 101.96 FEET TO THE NORTH LINE OF SAID LOT 303; THENCE SOUTH 89 DEGREES 42 MINUTES 47 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 778.23 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 15 NORTH, RANGE 6 WEST OF THE THIRD PRINCIPAL MERIDIAN, THENCE SOUTH 00

DEGREES 46 MINUTES 59 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 66.66 FEET TO THE POINT OF BEGINNING, CONTAINING 17.266 ACRES, MORE OR LESS.

EXCEPTING THEREFROM THAT PORTION OF THE FIRST ABOVE DESCRIBED TRACT PLATTED AS RIVER BIRCH SUBDIVISION, SPRINGFIELD, ILLINOIS RECORDED JULY 29, 2014 AS DOCUMENT NUMBER 2014R19634.

ALSO EXCEPTING THEREFROM THAT PORTION OF LOT 302 OF THE RESURVEY OF PART OF LOT 302 AND PART OF LOT 303, PANTHER CREEK SEVENTH ADDITION, LYING WEST OF LOT 2 RIVER BIRCH SUBDIVISION, NORTH OF THE SOUTH LINE OF LOT 2 OF RIVER BIRCH SUBDIVISION EXTENDED WEST AND EAST OF THE EAST RIGHT OF WAY LINE OF COCKRELL LANE

SITUATED IN SANGAMON COUNTY, ILLINOIS.

For APN/Parcel ID(s): 21-24.0-100-027 and 21-24.0-100-034

Schedule 2.01(g) to Asset Purchase Agreement

INTELLECTUAL PROPERTY

[To be inserted.]

Schedule 2.01(g)
Intellectual Property

Domain Name

hickorypointchristianvillage.com
hickorypointchristianvillage.net
hickorypointchristianvillage.org
lewismemorialchristianvillage.com
lewismemorialchristianvillage.net
lewismemorialchristianvillage.org
riverbirchliving.org
seniorcarepharmacyservices.com
seniorcarepharmacyservices.net
seniorcarepharmacyservices.org
thechristianvillage.net
thechristianvillage.org

Community

Hickory Point Christian Village
Hickory Point Christian Village
Hickory Point Christian Village
Lewis Memorial Christian Village
Lewis Memorial Christian Village
Lewis Memorial Christian Village
River Birch Living
Senior Care Pharmacy Services, LLC
Senior Care Pharmacy Services, LLC
Senior Care Pharmacy Services, LLC
The Christian Village
The Christian Village

Schedule 2.02(b) to Asset Purchase Agreement

PREPAID EXPENSES AND CREDITS

Schedule 2.02(b)

Prepaid Expenses and Credits Related to Assumed Liabilities

Community Name	Description	8/31/24 Balance
		Preapid Expenses
The Christian Village	Vendor Expenses	-
Hickory Point Christian Village	Vendor Expenses	20,941.62
Lewis Memorial Christian Village	Vendor Expenses	17,288.69
Senior Care Pharmacy Services, LLC	Vendor Expenses	49,641.27
River Birch Living	Vendor Expenses	2,670.60
The Christian Village	Insurance	-
Hickory Point Christian Village	Insurance	605.18
Lewis Memorial Christian Village	Insurance	1,890.54
Senior Care Pharmacy Services, LLC	Insurance	682.81
River Birch Living	Insurance	2,363.32

Schedule 2.02(d) to Asset Purchase Agreement

DEPOSIT ACCOUNTS

Schedule 2.02(d)
Deposit Accounts

Community	Bank	Account Name	Account Number
The Christian Village	Old National Bank	The Christian Village Deposit	8100444358
Hickory Point Christian Village	Old National Bank	Hickory Point Christian Village, Inc.	8100444663
Hickory Point Christian Village	Old National Bank	Hickory Point Christian Village Deposit	8100444689
Lewis Memorial Christian Village	Old National Bank	Lewis Memorial Christian Village	8100444465
Senior Care Pharmacy Services, LLC	Old National Bank	Senior Care Pharmacy	8100444606
River Birch Living	Old National Bank	River Birch Christian Village LLC	8100616096
Senior Care Pharmacy Services, LLC	Old National Bank	Senior Care Pharmacy Services	127704450
The Christian Village	Heartland Bank & Trust C	The Christian Village Auxiliary	4863
The Christian Village	Heartland Bank & Trust C	The Christian Village Vending	11533
The Christian Village	Heartland Bank & Trust C	The Christian Village Resident Funds in Trust	79800125962
Lewis Memorial Christian Village	PNC Bank	Lewis Memorial Christian Village Auxiliary Fund	46-1506-3145
Lewis Memorial Christian Village	Morton Community Bank	LMCV - Resident Trust	825298
Hickory Point Christian Village	Hickory Point Bank	Hickory Point Christian Village Resident Trust	37605

Schedule 2.03(c) to Asset Purchase Agreement

ENTRANCE FEE LIABILITIES

Schedule 2.03(c)

Entrance Fees

Community	Refundable Entrance Fees
The Christian Village	779,108
Hickory Point Christian Village	2,544,018
Lewis Memorial Christian Village	1,273,193
Senior Care Pharmacy Services, LLC	-
River Birch Living	-
Total	4,596,319

Schedule 2.07 to Asset Purchase Agreement

ALLOCATION

[Under Review]

Schedule 4.05 to Asset Purchase Agreement

MATERIAL CONTRACTS

[To be inserted.]

Schedule 4.05
 Material Contracts

Debtor	Contract Description (name at top of agreement)	Contract Type	Contract Date (Finite Date only)	Effective Date (Finite Date only)	Termination Date (Finite Date only)	Evergreen (automatically renews) (Y/N)	Evergreen Initial Term (i.e. 6 months, 2 years, etc.)	Evergreen Renewal Term (i.e. 6 months, 2 years, etc.)	Lease Location (Real Property)	Counterparty Name
Senior Care Pharmacy Services, LLC	Value-added features Agreement	Agreement / Contract								AmerisourceBergen Drug Corporation
Senior Care Pharmacy Services, LLC	Value-Added Features Agreement	Agreement / Contract								AmerisourceBergen Drug Corporation
Lewis Memorial Christian Village	Facility Agreement	Agreement / Contract	10/12/2015	10/12/2015		No				Loving Peace Hospice Inc.
Hickory Point Christian Village, Inc.	Invoice	Invoice	1/6/2000							TruGreen
Lewis Memorial Christian Village	Medical Director and Medical Services Agreement	Agreement / Contract	7/1/2016	7/1/2016		Yes	1 year	1 year		Springfield Clinic, LLP
Senior Care Pharmacy Services, LLC	Commercial Sales Agreement	Agreement / Contract	12/14/2021	12/23/2021						Johnson Controls Security Solutions LLC
Lewis Memorial Christian Village	Staffing Service Agreement	Agreement / Contract		7/7/2023		Yes	1 year	1 year		Onestaff Medical, LLC
Hickory Point Christian Village, Inc.	Service Solution	Agreement / Contract		1/1/2011	12/31/2015					SimplexGrinnell
Hickory Point Christian Village, Inc.	Proposal and Service Agreement Renewal	Agreement / Contract	6/7/2013							SimplexGrinnell LP
Lewis Memorial Christian Village	Amendment to Ancillary Provider Participation Agreement	Agreement / Contract	7/1/2021	8/1/2023						UnitedHealthcare Insurance Company Contracting on Behalf of Itself UnitedHealthcare of Illinois, Inc. and Other Entities that are United's Affiliates
Hickory Point Christian Village, Inc.	Ancillary Provider Participation Agreement	Agreement / Contract		7/1/2023		Yes	1 year	1 year		UnitedHealthcare of Midwest, Inc.
Lewis Memorial Christian Village	Transfer Agreement	Agreement / Contract	1/23/2002	2/1/2002		Yes	1 year	1 year		St. John's Hospital
Senior Care Pharmacy Services, LLC	Lease Agreement	Lease (Real Property)	1/20/2023	2/1/2023	1/31/2025				1212 Bear Lane, Monticello, IL	R & S Unlimited, Inc.
Hickory Point Christian Village, Inc.	Registered Nurse "Leasing" Agreement	Agreement / Contract	9/6/2018			Yes	3 Year	12 Months		United Methodist Healthcare Recruitment
Lewis Memorial Christian Village	Provider Agreement	Agreement / Contract		1/15/2021		Yes	3 years	1 year		Aetna Network Services LLC
Lewis Memorial Christian Village	Hospice Inpatient Residential ("Routine") Agreement	Agreement / Contract	9/5/2017	9/5/2017		Yes	1 Year	1 Year		Celtic Hospice & Palliative Care Services of S. IL, LLC
Hickory Point Christian Village, Inc.	Equipment Rental Contract for Rentals Under \$50,000	Lease								Marlin Rental Company
Lewis Memorial Christian Village	Equipment Rental Contract for Rentals Under \$50,000	Lease								Marlin Rental Company
Hickory Point Christian Village, Inc.	Equipment Rental Contract for Rentals Under \$50,000	Lease								Marlin Rental Company
Hickory Point Christian Village, Inc.	Equipment Rental Contract for Rentals Under \$50,000	Lease								Marlin Rental Company
Lewis Memorial Christian Village	Equipment Rental Contract for Rentals Under \$50,000	Lease								Marlin Rental Company
Hickory Point Christian Village, Inc.	Equipment Rental Contract for Rentals Under \$50,000	Lease								Marlin Rental Company
Lewis Memorial Christian Village	Equipment Rental Contract for Rentals Under \$50,000	Lease								Marlin Rental Company
Hickory Point Christian Village, Inc.	Amendment to Bulk Services Agreement	Agreement / Contract	2/9/2011							Comcast of Illinois/Indiana/Ohio, LLC
Lewis Memorial Christian Village	Amendment to Bulk Services Agreement	Agreement / Contract	10/30/2009							Comcast of Illinois/Indiana/Ohio, LLC
Lewis Memorial Christian Village	Services Agreement	Lease (Real Property)	5/1/2016			Yes	5 years	2 years	3400 W. Washington Street, Springfield, IL 62711	Comcast of Illinois/Indiana/Ohio, LLC
Lewis Memorial Christian Village	Service Agreement	Agreement / Contract	10/1/2008			Yes	10 years	1 month		Comcast of Illinois/Indiana/Ohio, LLC
Lewis Memorial Christian Village	Amendment to Bulk Service Agreement	Agreement / Contract	10/30/2009							Comcast of Illinois/Indiana/Ohio, LLC
Hickory Point Christian Village, Inc.	Laboratory Services Agreement	Agreement / Contract	6/4/2024	6/4/2024		Yes	1 year	1 year		Health MW, LLC dba America Health Associates
Hickory Point Christian Village, Inc.	Memorandum of Agreement	Agreement / Contract								Telligen
Hickory Point Christian Village, Inc.	Letter re: Medical Services	Letter	2/19/2013							Telligen
Hickory Point Christian Village, Inc.	Long Term Care Facility Outpatient Dialysis Services Coordination Agreement	Agreement / Contract		11/1/2016		Yes	1 year	1 year		Dialysis Centers of America-Illinois, Inc. d/b/a Fresenius Kidney Care
Hickory Point Christian Village, Inc.	Letter re Title VI, Section 504, and Age Discrimination Act Compliance Information	Letter	1/19/2012							Department of Health & Human Services
Hickory Point Christian Village, Inc.	Residential Hospice Care Agreement for Services to Residents of Nursing Facilities	Agreement / Contract	7/6/2022	7/6/2022		Yes	1 Year	1 Year		Transitions Hospice Central Illinois LLC

Hickory Point Christian Village, Inc.	Long Term Care Provider Agreement Nursing Facilities (Provider Type 33)	Agreement / Contract	9/22/2011	9/22/2011		Yes				Illinois Department of Healthcare and Family Services
Lewis Memorial Christian Village	Illinois Department of Public Aid Long Term Care Provider Agreement	Agreement / Contract								Illinois Department of Public Aid, Bureau of Long Term Care
Hickory Point Christian Village, Inc.	Scope of Work re: Generator Service Agreement/ Proposal	Agreement / Contract	8/4/2011	10/21/2011	10/20/2014					Luby Equipment
Hickory Point Christian Village, Inc.	Mobile Radiology Services Agreement	Agreement / Contract	10/1/2012	10/1/2012		Yes	1 Year	1 Year		Decatur Memorial Hospital
Hickory Point Christian Village, Inc.	Mobile Services Agreement	Agreement / Contract				Yes	1 Year	1 Year		Decatur Memorial Hospital
Hickory Point Christian Village, Inc.	Hospice Service Agreement	Agreement / Contract	4/25/2019	4/25/2019	4/25/2020	No				Decatur Memorial Hospital
Lewis Memorial Christian Village	Service Agreement	Agreement / Contract				Yes	39 months	12 months		On Hold:32
Hickory Point Christian Village, Inc.	Service Agreement	Agreement / Contract				Yes	39 months	12 months		On Hold:32
Hickory Point Christian Village, Inc.	Service Agreement	Agreement / Contract				Yes	39 months	12 months		On Hold:32
OTHER - Multiple Entities	Addendum to Service Agreement	Agreement / Contract								On Hold:32
OTHER - Multiple Entities	Addendum to Service Agreement	Agreement / Contract								On Hold:32
OTHER - Multiple Entities	Addendum to Service Agreement	Agreement / Contract	7/29/2016							On Hold:32
Lewis Memorial Christian Village	Letter re: Medicare Program Approval	Agreement / Contract	6/11/2002							Department of Health & Human Services
Lewis Memorial Christian Village	Health Insurance Benefit Agreement	Agreement / Contract								Department of Health & Human Services
Hickory Point Christian Village, Inc.	Health Insurance Benefit Agreement	Agreement / Contract	8/2/2011	9/22/2011						Midwestern Consortium
Hickory Point Christian Village, Inc.	Third Amendment to the Medicaid Provider Agreement	Agreement / Contract		1/1/2018						Health Care Service Corporation a Mutual Legal Reserve Company
Lewis Memorial Christian Village	Standard Terms and Conditions	Agreement / Contract		3/4/2003						Midwest Records Storage, Inc.
Lewis Memorial Christian Village	Agreement Signature Page	Agreement / Contract								UnitedHealthcare Insurance Company Contracting on Behalf of Itself UnitedHealthcare of Illinois, Inc. and Other Entities that are United's Affiliates

Hickory Point Christian Village, Inc.	Customer Order Form	Agreement / Contract	12/15/2023	12/27/2023		Yes	1 year	1 year		US Hospitality Publishers, Inc. dba Uniguest
Lewis Memorial Christian Village	Customer Order Form	Order Form								US Hospitality Publishers, Inc. dba Uniguest
Hickory Point Christian Village, Inc.	Medical Director Agreement	Agreement / Contract	4/8/2011	4/8/2011		Yes	1 year	1 year		Dr. Khan
River Birch Christian Village, LLC	Financial Responsibility Letter	Letter	2/11/2020							Medline Industries, Inc.
Lewis Memorial Christian Village	ACO Reach Preferred Provider Services Agreement	Agreement / Contract	4/27/2023	4/27/2023		Yes	44 months	1 year		Clover Health Partners, LLC
Hickory Point Christian Village, Inc.	ACO REACH Preferred Provider Services Agreement	Agreement / Contract	4/27/2023	4/27/2023				1 year		Clover Health Partners, LLP
Hickory Point Christian Village, Inc.	Agreement for Facility Services	Agreement / Contract	7/1/2021	7/1/2021		Yes		12 months		Health Care Service Corporation a Mutual Legal Reserve Company
Lewis Memorial Christian Village	Skilled Nursing Facility Agreement	Agreement / Contract	7/1/2008	7/1/2008		Yes	1 year	1 year		Health Care Service Corporation
Lewis Memorial Christian Village	Dual Eligible Provider Agreement for Facility Services	Agreement / Contract	7/1/2021	7/1/2021		Yes	42 months	12 months		Health Care Service Corporation
Lewis Memorial Christian Village	Third Amendment to the Medicaid Provider Agreement	Agreement / Contract	1/1/2018	1/1/2018						Blue Cross and Blue Shield of Illinois
Lewis Memorial Christian Village	Residential Landlord Leave-on Agreement	Lease (Real Property)								Ameren
Lewis Memorial Christian Village	Letter re Fire Extinguisher and Fire Suppression Services	Letter	6/27/2011							A.E.C. Fire Safety & Security, Inc.
Lewis Memorial Christian Village	Letter re Fire Extinguisher and Fire Suppression Services	Letter	7/19/2004							A.E.C. Fire Safety & Security, Inc.
Lewis Memorial Christian Village	Letter re Fire Extinguisher and Fire Suppression Services	Letter	6/17/2002							A.E.C. Fire Safety & Security, Inc.
River Birch Christian Village, LLC	Standard Fire Alarm Agreement	Agreement / Contract								Coliant Solutions, Inc.
River Birch Christian Village, LLC	Standard Fire Alarm Agreement	Agreement / Contract								Coliant Solutions, Inc.
River Birch Christian Village, LLC	Standard Fire Alarm Agreement	Agreement / Contract								Coliant Solutions, Inc.
Lewis Memorial Christian Village	Letter re Disaster Preparedness Plan	Letter	9/3/2009							Gordon Food Service
Lewis Memorial Christian Village	Illinois Ancillary Provider Agreement	Agreement / Contract		12/13/2016		Yes	1 year	1 year		Meridian Health Plan of Illinois
Hickory Point Christian Village, Inc.	Ancillary Provider Agreement	Agreement / Contract				Yes	12 months	1 year		Meridian Health Plan of Illinois, Inc.
Hickory Point Christian Village, Inc.	Ancillary Provider Agreement	Agreement / Contract				Yes	12 months	1 year		Meridian Health Plan of Illinois, Inc.
Hickory Point Christian Village, Inc.	Ancillary Provider Agreement	Agreement / Contract				Yes	12 months	1 year		Meridian Health Plan of Illinois, Inc.
Lewis Memorial Christian Village	Ancillary Provider Agreement	Agreement / Contract		12/8/2017		Yes	12 months	1 year		Meridian Health Plan of Illinois, Inc.
Lewis Memorial Christian Village	Ancillary Provider Agreement	Agreement / Contract		12/8/2017		Yes	12 months	1 year		Meridian Health Plan of Illinois, Inc.
Lewis Memorial Christian Village	Illinois Ancillary Provider Agreement	Agreement / Contract				Yes	1 year	1 year		Meridian Health Plan of Illinois, Inc.
Lewis Memorial Christian Village	Medicaid Facility Services Agreement	Agreement / Contract				Yes	1 year	1 year		Aetna Better Health Inc. dba Aetna Better Health of Illinois
Hickory Point Christian Village, Inc.	Facility Agreement	Agreement / Contract	7/1/2021			Yes	1 year	1 year		Aetna Better Health Inc. dba Aetna Better Health of Illinois
Hickory Point Christian Village, Inc.	Medicaid Facility Services Agreement	Agreement / Contract				Yes	1 year	1 year		Aetna Better Health Inc. dba Aetna Better Health of Illinois
Lewis Memorial Christian Village	Facility Agreement	Agreement / Contract		7/1/2021		Yes	1 year	1 year		Aetna Better Health Inc. dba Aetna Better Health of Illinois
Lewis Memorial Christian Village	PICC and IV services Agreement	Agreement / Contract	2/19/2017	2/19/2017		Yes	12 Months	12 Months		Vascular PICC Insertions, LLC
Lewis Memorial Christian Village	Staffing Service Agreement	Agreement / Contract		7/7/2023						Havana HCO LLC
River Birch Christian Village, LLC	Commercial Services Agreement	Agreement / Contract				Yes	1 year	1 year		Orkin, LLC
River Birch Christian Village, LLC	Food Service Equipment Lease Agreement	Agreement / Contract				Yes	1 year	1 year		Gordon Food Service, Inc.
Hickory Point Christian Village, Inc.	Physician Services Agreement	Agreement / Contract		1/24/2017		Yes	1 Year	1 Year		Vohra Post Acute Physicians
Lewis Memorial Christian Village	Respite Care Addendum to Nursing Facility Services Agreement (Illinois) Routine Hospice Care	Agreement / Contract	5/8/2018	5/8/2018						Celtic Hospice & Palliative Services of S. Ill, LLC dba Residential Hospice of Southern Illinois
Lewis Memorial Christian Village	Letter re Priority Service Agreement	Letter								Nelson Oil Co., Inc.
Hickory Point Christian Village, Inc.	Nursing Facility Services Agreement	Agreement / Contract	12/6/2023	12/6/2023		Yes	1 Year	1 Year		Residential Hospice of Southern Illinois
Hickory Point Christian Village, Inc.	Facility Service Agreement	Agreement / Contract	6/13/2011			Yes	1 Year	1 Year		Preferred Podiatry Group. P.C.
OTHER - Multiple Entities	Service/Construction Order	Agreement / Contract		6/1/2024	8/31/2024	No				AmeriCall Communications Co., Inc.
Hickory Point Christian Village, Inc.	Master Subscription Agreement	Agreement / Contract	8/23/2001	8/23/2021		Yes	1 year	1 year		Collective Medical Technologies, Inc.

OTHER - Multiple Entities	Postage Meter Agreement	Agreement / Contract	2/25/2013							Neopost
Hickory Point Christian Village, Inc.	Outsourcing Therapy Services Agreement	Agreement / Contract		1/1/2024		Yes	2 years	1 year		AEGIS Therapies, Inc.
Hickory Point Christian Village, Inc.	Outsourcing Therapy Services Agreement	Agreement / Contract	1/1/2024	1/1/2024		Yes	2 years	1 year		AEGIS Therapies, Inc.
Lewis Memorial Christian Village	Outsourcing Therapy Services Agreement	Agreement / Contract		1/1/2024		Yes	2 years	1 year		AEGIS Therapies, Inc.
Hickory Point Christian Village, Inc.	Agreement to Provide Hospice Services	Agreement / Contract		1/25/2022		Yes	1 year	1 year		St Anthonys Memorial Hospital, of the Hospital Sisters of the Third Order of St. Francis (d.b.a. HSHS Hospice Illinois)
Hickory Point Christian Village, Inc.	Letter re: Structural Pest Control Technician Certification	Letter	11/21/2016							Illinois Department of Public Health
River Birch Christian Village, LLC	Farm Rental Contract	Lease	11/6/2021	1/2/2022	12/31/2022					Mau Farms
Lewis Memorial Christian Village	Service Agreement	Agreement / Contract	10/10/2023	10/10/2023		Yes	90 days	Month-to-Month		COC Consulting, LLC
Lewis Memorial Christian Village	Service Agreement	Agreement / Contract	10/10/2023	10/10/2023						COC Consulting, LLC
Hickory Point Christian Village, Inc.	Services Agreement	Agreement / Contract								Shiftster, LLC d/b/a Eshyft
Hickory Point Christian Village, Inc.	Hospice Services Agreement	Agreement / Contract	2/1/2017	2/1/2017		Yes	1 Year	1 Year		Safe Haven Hospice, LLC
Hickory Point Christian Village, Inc.	Hospice Services Agreement	Agreement / Contract	2/1/2017	2/1/2017		Yes	1 Year	1 Year		Safe Haven Hospice, LLC
Hickory Point Christian Village, Inc.	Agreement to Provide Hospice Services	Agreement / Contract								Safe Haven Hospice, LLC
Hickory Point Christian Village, Inc.	Contract for Services	Agreement / Contract								Outcome Services of Illinois
Lewis Memorial Christian Village	Nursing Facility Hospice Services Agreement	Agreement / Contract		3/29/2022		Yes	1 year	1 year		Loving Peace Hospice Inc. dba Kindred Hospice
Hickory Point Christian Village, Inc.	Letter re Addendum to Original Life Safety Service/Testing Agreement Date October 1, 2018	Letter Agreement	5/28/2019							Johnson Controls
Lewis Memorial Christian Village	Business Class Service Order Agreement	Agreement / Contract								Comcast Cable Communications Management, LLC
Lewis Memorial Christian Village	Service Agreement	Agreement / Contract		6/1/2017		No				Waste Management of Illinois, Inc.
Lewis Memorial Christian Village	Hospice Services Agreement	Agreement / Contract		1/1/2020		Yes	1 year	1 year		Memorial Home Services, NFP
Lewis Memorial Christian Village	Transfer Agreement	Agreement / Contract		9/23/2010		Yes	1 year	1 year		Memorial Medical Center, an Affiliate of Memorial Health System
Lewis Memorial Christian Village	Transfer Agreement	Agreement / Contract		9/23/2010		Yes	1 year	1 year		Memorial Medical Center, an Affiliate of Memorial Health System
Lewis Memorial Christian Village	Hospice Services Agreement	Agreement / Contract		10/1/2015		Yes	1 year	1 year		Memorial Home Services, NFP
Lewis Memorial Christian Village	Rate Agreement	Agreement / Contract		1/19/2022						Favorite Healthcare Staffing
Lewis Memorial Christian Village	Agency Services Agreement	Agreement / Contract		8/18/2023		Yes	1 year	1 year		Medical Referral Network International dba ESP Personnel
Lewis Memorial Christian Village	Agency Services Agreement	Agreement / Contract		8/18/2023		Yes	1 year	1 year		Medical Referral Network International dba ESP Personnel
Hickory Point Christian Village, Inc.	Agreement for Health Information Consultant Services	Agreement / Contract		4/22/2011		Yes				Melanie A. Reed, RHIA
Lewis Memorial Christian Village	Participating Provider Agreement	Agreement / Contract		4/1/2018		Yes	1 year	1 year		IlliniCare Health
Hickory Point Christian Village, Inc.	Residential Hospice Care Agreement for Services to Residents of Nursing Facilities	Agreement / Contract	6/8/2012	6/8/2012		Yes	1 year	1 year		Hospice of America LLC, dba Harbor Light Hospice
Hickory Point Christian Village, Inc.	Residential Hospice Care Agreement for Services to Residents of Nursing Facilities	Agreement / Contract	6/8/2012	6/8/2012		Yes	1 Year	1 Year		Hospice of America LLC, dba Harbor Light Hospice
Hickory Point Christian Village, Inc.	Medical Staffing Agreement	Agreement / Contract	7/19/2024			Yes	1 year	1 year		Millbrooke, Inc d/b/a BrightStar Care of Springfield, Decatur, Bloomington, and Peoria
Hickory Point Christian Village, Inc.	Service Agreement	Agreement / Contract				Yes	39 months	36 months		On Hold:32
Lewis Memorial Christian Village	Service Agreement	Agreement / Contract				Yes	39 months	36 months		On Hold:32
Hickory Point Christian Village, Inc.	Programing Service & License Agreement	Agreement / Contract	6/21/2011			Yes	5 years	5 years		Stellar Private Cable Systems, Inc.
Hickory Point Christian Village, Inc.	Purchase Agreement	Agreement / Contract	6/21/2011							Stellar Private Cable Systems, Inc.
Lewis Memorial Christian Village	Purchase Agreement	Agreement / Contract	3/28/2011			Yes	5 years	5 years		Stellar Private Cable Systems
Lewis Memorial Christian Village	Purchase Agreement	Agreement / Contract	3/28/2011			Yes	5 years	5 years		Stellar Private Cable Systems
Lewis Memorial Christian Village	Purchase Agreement	Agreement / Contract	9/26/2011							Stellar Private Cable Systems, Inc.

Lewis Memorial Christian Village	Purchase Agreement	Agreement / Contract	3/29/2012								Stellar Private Cable Systems, Inc.
Lewis Memorial Christian Village	Purchase Agreement	Agreement / Contract	3/28/2011								Stellar Private Cable Systems, Inc.
Lewis Memorial Christian Village	Programming Service & License Agreement	Agreement / Contract	3/28/2011				No				Stellar Private Cable Systems, Inc. DBA SeniorTV
Senior Care Pharmacy Services, LLC	Agreement	Lease					Yes				A&R Storage Company
OTHER - Multiple Entities	Schedule E – List of Participating Facilities	Agreement / Contract									Access Dx Laboratory
OTHER - Multiple Entities	Schedule E – List of Participating Facilities	Agreement / Contract									Access Dx Laboratory
Hickory Point Christian Village, Inc.	Certificate of Liability Insurance	Insurance Policy	8/1/2011								Central Illinois Optometric Association
Hickory Point Christian Village, Inc.	Contract for Ophthalmic Services	Agreement / Contract	7/12/___				Yes	1 year	1 year		Central Illinois Optometric Association, Ltd.
OTHER - Multiple Entities	Credit Application and Agreement	Agreement / Contract									AmerisourceBergen
Lewis Memorial Christian Village	Agreement for Fire Alarm System Inspection	Agreement / Contract	11/15/2013				Yes	1 year	1 year		Thompson Electronics Co.
Lewis Memorial Christian Village	Proposal	Proposal	11/15/2013								Thompson Electronics Co.
Lewis Memorial Christian Village	Commercial Preventive Maintenance Inspection	Agreement / Contract	6/1/2002				Yes	1 year	1 year		Thompson Electronics Company
Senior Care Pharmacy Services, LLC	Purchasing Agreement	Agreement / Contract					Yes	36 months	1 year		Smith Drug Company
Senior Care Pharmacy Services, LLC	Security Agreement	Agreement / Contract									Smith Drug Company, a Division of J M Smith Corporation
Lewis Memorial Christian Village	Hospice-Nursing Facility Services Agreement	Agreement / Contract		3/15/2018			Yes	1 Year	1 Year		Great Lakes Caring Hospice C IL, LLC dba Great Lakes Caring
Lewis Memorial Christian Village	Hospice Respite Care Addendum	Agreement / Contract		3/15/2018			Yes	1 Year	1 Year		Great Lakes Caring Hospice C IL, LLC dba Great Lakes Caring
Lewis Memorial Christian Village	Hospice-Nursing Facility Services Agreement	Agreement / Contract		9/18/2017			No				Great Lakes Caring Hospice C IL, LLC dba Great Lakes Caring
Hickory Point Christian Village, Inc.	Provider Agreement	Agreement / Contract					Yes	3 years	1 year		Aetna Network Services LLC
Lewis Memorial Christian Village	Nursing Facility Hospice Services Agreement	Agreement / Contract		7/14/2017			Yes	1 Year	1 Year		Loving Peace Hospice Inc. dba Avalon Hospice of Springfield
Hickory Point Christian Village, Inc.	Service Solution Agreement	Agreement / Contract	11/2/2011	10/1/2011			Yes	5 years	5 years		SimplexGrinnell LP
Hickory Point Christian Village, Inc.	PMA Order Entry Form	Agreement / Contract		11/30/2011							SimplexGrinnell LP
Lewis Memorial Christian Village	Nursing Facility Hospice Services Agreement	Agreement / Contract	1/25/2023				Yes	1 year	1 year		Loving Peace Hospice Inc. dba Gentiva
Hickory Point Christian Village, Inc.	EpicCare Link Site Level Agreement	Agreement / Contract					Yes	1 year	1 year		Hospital Sisters Health System
OTHER - Multiple Entities	Service Agreement	Agreement / Contract		4/1/2020			Yes	5 years	5 years		Advanced Disposal Services Solid Waste Midwest, LLC
Hickory Point Christian Village, Inc.	Service Agreement	Agreement / Contract	4/1/2020	3/16/2020			Yes	5 years	5 years		Advanced Disposal Services Solid Waste Midwest, LLC
Hickory Point Christian Village, Inc.	Letter re: CHP is Exiting ACO REACH Effective Upon the End of PY2023	Agreement / Contract	12/15/2023	12/31/2023							Clover Health Partners, LLP
Hickory Point Christian Village, Inc.	Business Service Order Agreement	Agreement / Contract									Comcast Business
Hickory Point Christian Village, Inc.	Food Service Equipment Lease Program	Lease					Yes	12 months	12 months		InnoServ Solutions LLC
Lewis Memorial Christian Village	Facility Service Agreement	Agreement / Contract					Yes	1 year	1 year		Preferred Podiatry Group. P.C.
Hickory Point Christian Village, Inc.	Proposal and Service Agreement	Agreement / Contract	6/1/2017								SimplexGrinnell
Lewis Memorial Christian Village	RMC Cooperation Agreement for Vehicle Repair and Maintenance Services	Agreement / Contract		8/10/2017							The Sangamon Mass Transit District
OTHER - Multiple Entities	Letter re: Deeming Agreement	Letter Agreement	2/6/2018	5/1/2018							Coventry Health Care, Inc.
Senior Care Pharmacy Services, LLC	FedEx Transpiration Services Agreement	Agreement / Contract		2/22/2024			Yes				FedEx
Lewis Memorial Christian Village	Pest Control Commercial Services Agreement	Agreement / Contract					Yes	1 year	1 month		Orkin
Hickory Point Christian Village, Inc.	Additional Services Addendum	Agreement / Contract									DIRECTV
Hickory Point Christian Village, Inc.	Ancillary Participation Agreement	Agreement / Contract					Yes	1 year	1 year		Humana Inc.

Schedule 4.07 to Asset Purchase Agreement

PERMITS AND REGULATORY APPROVALS

[To be inserted.]

Schedule 4.07
 Permits and Regulatory Approvals

State	Licensee	License	Licensing Department	License No.	Effective Date	Expiration Date
Illinois	Senior Care Pharmacy Services LLC	Licensed Controlled Substance	Illinois Department of Financial and Professional Regulation, Division of Professi	320.008231	N/A	3/31/2026
Illinois	Senior Care Pharmacy Services LLC	Licensed Pharmacy (Community, Offsite Institutional, Sterile Compounding)	Illinois Department of Financial and Professional Regulation, Division of Professi	54.016956	N/A	3/31/2026
Illinois	Hickory Point Christian Village	Assisted Living License	Illinois Department of Public Health	5102097	5/18/2024	5/18/2025
Illinois	Christian Garden Villa I	Assisted Living License	Illinois Department of Public Health	5200925	3/31/2024	3/21/2025
Illinois	Christian Garden Villa II	Assisted Living License	Illinois Department of Public Health	5201147	3/31/2024	3/31/2025
Illinois	River Birch Living (4008)	Assisted Living License	Illinois Department of Public Health	5202004	10/31/2023	10/31/2024
Illinois	River Birch Living (4012)	Assisted Living License	Illinois Department of Public Health	5202012	10/31/2023	10/31/2024
Illinois	River Birch Living (4016)	Assisted Living License	Illinois Department of Public Health	5202020	10/31/2023	10/31/2024
Illinois	The Woods Garden Villa	Assisted Living License	Illinois Department of Public Health	5201535	10/17/2023	10/17/2024
Illinois	Hickory Point Christian Village, Inc.	Conditional Long-Term Care License (Skilled)	Illinois Department of Public Health	50682	5/21/2024	11/20/2024
Illinois	Lewis Memorial Christian Village	Long-Term Care License (Skilled)	Illinois Department of Public Health	21436	9/26/2023	9/25/2024
Indiana	Senior Care Pharmacy	Non-Resident Pharmacy Permit	Alcohol and Tobacco Commission	64001120A	9/20/2010	12/31/2025
Iowa	Senior Care Pharmacy Services LLC	Nonresident Pharmacy License	Board of Pharmacy	5028	11/4/2023	12/31/2024
Missouri	Senior Care Pharmacy Services LLC	Pharmacy (Class C, D, H)	Missouri Board of Pharmacy	2019006781	N/A	10/31/2025
Federal	Hickory Point Christian Village	Medicare	Department of Health & Human Services	14-6148	9/22/2011	N/A
	Lewis Memorial Christian Village (38 beds)	Medicare		14-2026	5/4/2007	N/A
Federal	Senior Care Pharmacy Services	Controlled Substance Registration Certificate	U. S. Department of Justice, Drug Enforcement Administration	BS8854285	2/2/2022	2/28/2025
Illinois	Lewis Memorial Christian Village	Illinois Medicaid	Illinois Department of Public Aid		4/15/2002	
Illinois	Hickory Point Christian Village	Illinois Medicaid (distinct part provider with 4 beds certified in Medicaid; rooms 108 and 109)	Illinois Department of Healthcare and Family Services	3.70988E+11	2/9/2012	N/A

Schedule 4.08 to Asset Purchase Agreement

LITIGATION PROCEEDINGS

[To be inserted.]

**Schedule 4.08
 Litigation Proceedings**

Company	Community	Case Title	Type of Claim
Hickory Point Christian Village, Inc.	FairHaven	MELVIN G. BLACK, as Independent Administrator of the Estate of PHYLLIS A. BLACK, Deceased, v. MOWEAQUA REHABILITATION & HEALTH CARE CENTER, L.L.C., d/b/a THE GARDENS AT MOWEAQUA; MOWEAQUA REHABILITATION & HEALTH CARE CENTER, L.L.C., d/b/a MOWEAQUA REHABILITATION & HEALTH CARE CENTER; TUTERA HEALTH CARE SERVICES, L.L.C.; FAIR HAVENS CHRISTIAN HOMES, INC d/b/a FAIR HAVENS CHRISTIAN VILLAGE; MIDWEST CHRISTIAN VILLAGES, INC., d/b/a CHRISTIAN HORIZONS; CLARICE C. DURBIN, L.P.N.; ANGELA R. JACKSON, R.N.; and MARCHE N. COOPER, L.P.N.,	PLGL
Hickory Point Christian Village, Inc.	Fairhaven	Traci Cunningham, as Independent Administrator of the Estate of Robert Russell, deceased v. Fair Havens Christian Homes, Inc. and Illinois Not-for-Profit Corporation d/b/a Fairhaven Christian Village; Midwest Christian Villages, Inc. an Illinois Not-for-Profit Corporation d/b/a Christian Horizons and Michelle Ater	PLGL
Lewis Memorial Christian Village	Lewis	Sharon Briggs, As Independent Administrator of the Estate of Robert Bertrang, Deceased v Lewis memorial Christian Village, a Non-Prof-Corporation d/b/a Lewis Memorial Christian VLG	PLGL
Lewis Memorial Christian Village	Lewis	REBECCA STRUMPHER, as Independent Administrator of the Estate of PENNY A. FISCHER, Deceased, v Lewis Memorial Christian Village, an Illinois Not-for-Profit Corporation and Midwest Christian Villages, Inc. an Illinois Not-for Profit Corporation d/b/a Christian Horizons	PLGL
Lewis Memorial Christian Village	Lewis	VICTORIA L. HUFFSTUTLER as Executor of the Estate of Fred A. Huffstutler, deceased v LEWIS MEMORIAL CHRISTIAN VILLAGE, an Illinois Corporation, s/a/k/a CHRISTIAN HORIZONS	PLGL
Lewis Memorial Christian Village	LMCV	Sierra Marshall v Lewis Memorial Christian Village	Employment
River Birch Christian Village, LLC	River Birch	Ambrianna Lovelace v Christian Horizons River Birch Senior Living	Employment

Schedule 4.11 to Asset Purchase Agreement

EMPLOYEE RELATIONS

[Redacted Confidential Information]

Schedule 4.12 to Asset Purchase Agreement

INSURANCE POLICIES

Schedule 4.12

Insurance Policies

Policy Type	Carrier	Policy No.	Inception	Expiration
Auto	Philadelphia Indemnity Ins Company	PHPK2683413	5/1/2024	5/1/2025
Property	Travelers Indemnity Company	KTKCMB8K5402962	5/1/2024	5/1/2025
Workers' Compensation	Accident Fund Insurance Co. of America	UHWCP100090478	3/1/2024	3/1/2025
GLPL	Caring Communities	CCRRRG-0067-24	1/1/2024	1/1/2025
Cyber Liability	Travelers Excess and Surplus Lines Co.	CYB10801084700	5/1/2024	5/1/2025
Pollution	Ascot Specialty Insurance Company	ENPM24100012820	5/1/2024	5/1/2025
D&O/Fiduciary/EPL	Ironshore Specialty Insurance Company	DO6CAC2MCO001	7/1/2024	#####
Crime	Ironshore Specialty Insurance Company	F14NAC2MQS001	#####	#####
Excess D&O/Fiduciary/EPL	Hudson Excess Insurance Company	HE-0303-11718	#####	#####
Excess D&O/Fiduciary/EPL	Ascot Insurance Company	MLXS2410001605-1	#####	#####

Schedule 4.14 to Asset Purchase Agreement

COVID FUNDS

Schedule 4.14

COVID Funds

Category	THCV	LMCV	HPCV	RBCV	SCP
CMS CARES Act	1,503,468	1,257,476	768,338	42,555	-
IL HFS CARES Act	-	133,052	4,418	-	-
IL ARPA Funds	543,833	1,062,392	380,283	-	-
IA CARES ACT	-	-	-	-	-
MO COVID TESTING	-	-	-	-	-
CMS CMP GRANT	-	-	-	-	-
MCR ADVANCED PYMT	422,125	1,076,688	1,508,489	-	-
PPP FUNDS	2,232,185	1,533,578	914,300	177,175	314,020
ERC PAYMENTS	101,326	151,354	82,518	-	46,657
FFCRA PR TAX CREDIT	72,259	89,078	54,531	-	6,023
FFCRA PR TAX DEFERRED	215,628	318,606	193,494	-	77,291
Total	5,090,824	5,622,223	3,906,371	219,730	443,990

Schedule 6.05 to Asset Purchase Agreement

ASSUMED CONTRACTS AND REJECTED CONTRACTS

[Under Review]

EXHIBIT B-2

Redline of the Illinois Properties Stalking Horse APA against the Baseline APA

ASSET PURCHASE AGREEMENT

by and among

~~*{identify seller entities}*~~

Christian Homes, Inc.,
Hickory Point Christian Village, Inc. (f/k/a Fair Havens Christian Homes Inc.),
Lewis Memorial Christian Village, River Birch Christian Village, LLC, and
Senior Care Pharmacy Services LLC

each, as a Seller, and collectively, Sellers

and

CH Arcadia Holdco, LLC, an Illinois limited
liability company, as Buyer

dated as of ~~September~~ October 8, 2024

EXHIBITS LIST

Exhibit 3.02(a) - Bill Of Sale Of Personal Property

Exhibit 3.02(b) - Assignment and Assumption Agreement

Exhibit 3.02(c) - Form of Quit Claim Deed

Exhibit 7.01(b) – Form of Sale Order

DISCLOSURE SCHEDULES

Schedule 1 to Asset Purchase Agreement – Facilities to be Purchased

Schedule 2.01(a) to Asset Purchase Agreement - Description ~~Of~~of Real Property

Schedule 2.01(~~dg~~) to Asset Purchase Agreement – ~~Contracts~~Intellectual Property

Schedule 2.02(b) to Asset Purchase Agreement – Prepaid Expenses and Credits

Schedule 2.02(d) to Asset Purchase Agreement – Deposit Accounts

Schedule ~~2.01~~2.03(~~fc~~) to Asset Purchase Agreement – ~~Intellectual Property~~Entrance Fee Liabilities

Schedule 2.07 to Asset Purchase Agreement – Allocation

Schedule ~~4.02~~4.05 to Asset Purchase Agreement – ~~Contract Violations~~Material Contracts

Schedule ~~4.08~~4.07 to Asset Purchase Agreement – ~~Litigation Proceedings~~Permits and Regulatory Approvals

Schedule ~~4.10(b)~~4.08 to Asset Purchase Agreement – ~~Governmental Notices~~Litigation Proceedings

Schedule ~~4.12~~4.11 to Asset Purchase Agreement – ~~Employees~~Employee Relations

Schedule ~~6.01~~4.12 to Asset Purchase Agreement – ~~Regulatory Approvals~~Insurance Policies

Schedule ~~6.02~~4.14 to Asset Purchase Agreement – ~~Third-Party Consents~~COVID Funds

Schedule ~~7.01(e)~~6.05 to Asset Purchase Agreement – ~~Material Consents~~Assumed Contracts and Rejected Contracts

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this “*Agreement*”) is made and entered into effective as of ~~September~~ October 8, 2024 (the “*Execution Date*”) by and among the undersigned seller entities (individually a “*Seller*” and collectively, the Sellers) and ~~_____~~, a[n] ~~_____~~ CH Arcadia Holdco, LLC, an Illinois limited liability company (“*Buyer*”). Buyer and Seller are sometimes referred to herein individually as a “*Party*” and collectively as the “*Parties*.”

RECITALS:

A. Each Seller owns and operates a senior living community or other business as set forth on **Schedule 1** hereto (individually, a “*Facility*” and collectively, the “*Facilities*”).

B. On July 9~~16~~, 2024 (the “*Petition Date*”), the Sellers and certain of their Affiliates each filed a voluntary petition for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.* (the “*Bankruptcy Code*”) in the United States Bankruptcy Court for the Eastern District of Missouri (the “*Bankruptcy Court*”), commencing jointly administered bankruptcy cases captioned *In re Midwest Christian Villages, Inc., et al.*, under lead case number 24-42473-659 (the “*Bankruptcy Case*”).

C. The Sellers and their co-debtor Affiliates in the Bankruptcy Case continue to own and operate the Facilities during the pendency of the Bankruptcy Case as debtors in possession under and pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

D. Upon the terms and subject to the conditions set forth in this Agreement, and as may be authorized under Sections 105, 363 and 365 of the Bankruptcy Code, each Seller wishes to sell to Buyer, and Buyer wishes to purchase from the Sellers all of the Purchased Assets (as hereinafter defined), and Buyer is willing to assume all of the Assumed Liabilities (as hereinafter defined), relating to or used in connection with the Facilities.

E. The transactions contemplated by this Agreement are subject to the approval of the Bankruptcy Court and will be consummated pursuant to and in accordance with the Bid and Sale Procedures Order and a Sale Order (each as defined below) entered by the Bankruptcy Court pursuant to Sections 105(a), 363, 365 and other applicable provisions of the Bankruptcy Code.

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

ARTICLE I DEFINITIONS

Unless the context otherwise clearly and unambiguously requires, capitalized terms shall have the meanings prescribed to them herein.

“*Accrued PTO*” shall have the meaning set forth in Section 8.01(c).

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, notice of violation, proceeding, litigation, citations, summons or subpoena, whether civil, criminal, administrative, regulatory, or otherwise, and whether at law or in equity.

“**Affiliate**” means, as to the entity in question, any entity that directly or indirectly controls, is controlled by or is under common control with, the entity in question and the term “control” means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity whether through ownership of voting securities, by contract or otherwise.

“**Alternative Transaction**” shall have the meaning set forth in Section 9.01(a).

“**Assignment and Assumption Agreements**” shall have the meaning set forth in Section 3.02~~3.02~~(b).

“**Assumed Contracts**” shall have the meaning set forth in Section 2.01(d).

“**Assumed Liabilities**” shall have the meaning set forth in Section 2.03.

“**Bankruptcy Case**” shall have the meaning set forth in the Recitals.

“**Bankruptcy Code**” shall have the meaning set forth in the Recitals.

“**Bankruptcy Court**” shall have the meaning set forth in the Recitals.

“**Bankruptcy Rules**” means the Bankruptcy Rules of Civil Procedure and any local or other rules that applicable to the Bankruptcy Court.

“**Bid and Sale Procedures**” has the meaning specified in the Bid and Sale Procedures Order.

“**Bid and Sale Procedures Order**” means the Order of the Bankruptcy Court (including all schedules thereto) approving the Bid and Sale Procedures entered on July 29, 2024~~f~~_s Dkt. No. 102~~},~~ including those procedures granting Buyer the protections and benefits set forth in such Order.

“**Bills of Sale**” shall have the meaning set forth in Section 3.02(a) hereof and substantially in the form set forth in Exhibit 3.02(a) hereto.

“**Bond Trustee**” means UMB Bank, N.A., not individually, but solely in its capacities as successor master trustee and successor bond trustee with respect to certain obligations and bonds issued by or for the benefit of certain of the Sellers and/or their Affiliates that are members of the Obligated Group formed under and pursuant to that certain Master Indenture, dated as of June 1, 2007 (as amended or supplemented from time to time), among such Obligated Group and UMB Bank, N.A., as successor master trustee.

“**Break-Up Fee**” shall have the meaning set forth in Section 9.01(a)(iv).

“**Business**” means Seller’s use and operation of the Purchased Assets at the applicable Facility as a senior living community ~~f~~or as applicable, a pharmacy~~},~~

“**Business Day**” means any day except Saturday, Sunday or any other day on which commercial banks located in New York, New York or St. Louis, Missouri are authorized or required by Law to be closed for business.

“**Buyer**” shall have the meaning set forth in the Preamble.

“**Buyer Closing Certificate**” shall have the meaning set forth in Section 3.02(d).

“**Casualty Loss**” shall have the meaning set forth in Section 6.08.

“**Casualty Notice**” shall have the meaning set forth in Section 6.08.

“**Claims**” means, with respect to the period prior to the Closing Date, any right to payment from Sellers, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, legal, equitable, secured or unsecured, known or unknown; or any right to an equitable remedy for breach of performance if such breach gives rise to a right of payment from Sellers, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

“**Closing**” shall have the meaning set forth in Section 3.01.

“**Closing Date**” shall have the meaning set forth in Section 3.01.

“**Closing Statement**” shall have the meaning set forth in Section 3.02(g).

“**Conditions Satisfaction Deadline**” shall have the meaning set forth in Section 9.01(a).

“**Consents**” shall have the meaning set forth in Section 6.02.

“**Contracts**” means all contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments, and legally binding arrangements, whether written or oral.

“**Cure Amount**” means the amount determined in an order of the Bankruptcy Court required to be paid to have an Assumed Contract that the Buyer determines in its sole discretion that it wants assumed and assigned to it which Cure Amount shall be paid by Buyer.

“**Deeds**” shall have the meaning set forth in Section 3.02(c).

“**Deposit Accounts**” shall have the meaning set forth in Section 2.02(d).

“**Dollars**” or “**\$**” means the lawful currency of the United States of America.

“**Due Diligence Materials**” shall have the meaning set forth in Section 5.07.

“**Effective Time**” shall have the meaning set forth in Section 3.01.

“Encumbrances” shall mean all security interests, liens, pledges, claims, charges, encumbrances, rights of first refusal, conditional sales agreements, options, mortgages, indentures or other covenants, agreements or obligations affecting title to any of the Purchased Assets (except, in the case of the Real Property, those matters (i) of public record that do not constitute mortgages, deeds of trust or other monetary liens for liquidated amounts, (ii) disclosed on any survey delivered by Seller to Buyer, or (iii) constituting rights of way, easements and other grants or restrictions that do not interfere with use of the Facility for its intended purpose).

“Environmental Claim” means any Action, governmental Order, lien, fine, penalty, or, as to each, any settlement or judgment arising therefrom, by or from any Person alleging liability of whatever kind or nature (including liability or responsibility for the costs of enforcement proceedings, investigations, cleanup, governmental response, removal or remediation, natural resources damages, property damages, personal injuries, medical monitoring, penalties, contribution, indemnification and injunctive relief) arising out of, based on or resulting from (a) the presence, release of or exposure to any Hazardous Materials or (b) any actual or alleged non-compliance with any Environmental Law.

“Environmental Law” means any applicable Law: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials. The term “Environmental Law” includes, without limitation, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 *et seq.*; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 *et seq.*; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 *et seq.*; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 *et seq.*; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 *et seq.*; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 *et seq.*; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 *et seq.*

“Escrow Agent” means Chicago Title and Trust.

“Escrow Deposit” shall have the meaning set forth in Section 2.06(a).

“Escrow Deposit Agreement” shall have the meaning set forth in Section 2.06(a).

“Excluded Assets” shall have the meaning set forth in Section 2.02.

“Excluded Liabilities” shall have the meaning set forth in Section 2.04.

“Execution Date” shall have the meaning set forth in the preamble.

“**Facility**” and “**Facilities**” shall have the meanings set forth in the Recitals.

“**Facility Employees**” shall have the meaning set forth in Section 4.11.

“**Final Order**” means an Order or judgment: (i) as to which the time to appeal, petition for certiorari or move for review or rehearing has expired and as to which no appeal, petition for certiorari or other proceeding for review or rehearing is pending, or such an appeal has been rendered statutorily moot pursuant to Section 363(m) of the Bankruptcy Code or (ii) if an appeal, writ of certiorari, reargument or rehearing has been filed or sought, and a stay pending appeal has been entered, the Order or judgment has been affirmed by the highest court to which such Order or judgment was appealed or certiorari has been denied, or reargument or rehearing shall have been denied or resulted in no modification of such Order or judgment, and the time to take any further appeal or to seek certiorari or further reargument or rehearing has expired; provided that the theoretical possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such Order or judgment shall not prevent such Order or judgment from being considered a Final Order.

“**Financial Statements**” shall have the meaning set forth in Section 4.13.

“**Government Entity**” means any government or branch or division thereof, including any agency, bureau, board, directorate, commission, court, department, official, political subdivision, tribunal or other instrumentality of any government, whether federal, state or local.

“**Hired Employees**” shall have the meaning set forth in Section 8.01(b).

“**Insurance Policies**” shall have the meaning set forth in Section 4.12.

“**Intangible Personal Property**” shall have the meaning set forth in Section 2.01(b).

“**Intellectual Property Assets**” means all intellectual property and intellectual property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, pursuant to the Laws of any jurisdiction throughout the world, whether registered or unregistered, including without limitation the items listed in Schedule 2.01(g).

“**Internal Revenue Code**” means the Internal Revenue Code of 1986, as amended.

“**Inventory**” shall have the meaning set forth in Section 2.01(c).

“**IRS**” means the Internal Revenue Service.

“**IT Assets**” means, to the extent reasonably transferable, (i) computer software code (in all media) and materials, including all software programs; (ii) computer software documentation, including user materials; and (iii) all other unused or reusable materials, stores, and supplies related to computer software.

“**Knowledge of Buyer**” or “**Buyer’s Knowledge**” or any other similar knowledge qualification, means the actual knowledge of David Seitler.

“**Knowledge of Sellers**” or “**Sellers’ Knowledge**” or any other similar knowledge qualification, means the actual knowledge of Kate Bertram, Barb Shepard, Kenna Hudson and Shawn O’Conner.

“**Law**” means any statute, law, ordinance, regulation, rule, code, Order, constitution, treaty, common law, judgment, decree, other requirement, or rule of law of any governmental authority.

“**Liabilities**” means liabilities, obligations, or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute, or contingent, accrued or unaccrued, matured or unmatured or otherwise.

“**Licenses**” shall have the meaning set forth in Section 2.01(e).

“**Lien**” means any lien, charge, claim, pledge, security interest, conditional sale agreement or other title retention agreement, lease, mortgage, security interest, option, or other encumbrance.

“**Loss**” or “**Losses**” means losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees hereunder and the cost of pursuing any insurance providers; provided, however, that “Losses” shall not include punitive damages, except in the case of fraud or to the extent actually awarded to a governmental authority or other third party.

“**Material Adverse Change**” means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to (a) the business, results of operations, condition (financial or otherwise) or assets of the Business taken as a whole, (b) the value of the Purchased Assets, or (c) the ability of Sellers to consummate the transactions contemplated hereby on a timely basis; provided, however, “Material Adverse Change” shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries as a whole in which the Business operates; (iii) any changes in financial or securities markets in general; (iv) acts of war (whether or not declared), armed hostilities or terrorism, natural disasters, pandemics or the escalation or worsening thereof; (v) any actions required pursuant to this Agreement; (vi) any changes in applicable Laws or accounting rules; (vi) the public announcement, pendency or completion of the transactions contemplated by this Agreement; or (vii) the filing of the Bankruptcy Case.

“**Material Consents**” shall have the meaning set forth in Section 7.01(c).

“**Material Contracts**” shall have the meaning set forth in Section 4.05.

“**Order**” means, with respect to any Person, any award, decision, injunction, judgment, stipulation, order, ruling, subpoena, writ, decree, consent decree or verdict entered, issued, made, or rendered by any government entity or the Bankruptcy Court affecting such Person or any of its properties.

“**Outside Closing Date**” means ~~December~~January 31, ~~2024~~2025, unless extended by mutual agreement of the Buyer and the Sellers.

“Permitted Encumbrances” means (i) Liens for Taxes not yet due and payable, (ii) easements, rights of way, zoning ordinances and other similar encumbrances affecting the Real Property which (x) are not, individually or in the aggregate, material to the Purchased Assets or the Business(es), (y) do not prohibit or interfere with the current operation of the Business(es), and (z) do not render title to any Real Property unmarketable, and (iii) any matters set out in a Title Insurance Commitment which Sellers are not obligated to remove in accordance with Section 2.10 hereof.

“Permits and Regulatory Approvals” means all permits, licenses, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from governmental authorities, all as identified in Schedule 4.07(a).

“Person” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

“Petition Date” shall have the meaning set forth in the Recitals.

“Proration Time” means 12:01 a.m. (Central Time) on the Closing Date.

“Purchase Price” shall have the meaning set forth in Section 2.05.

“Purchase Price Allocation” shall have the meaning set forth in Section 2.07.

“Purchase Price Balance” shall have the meaning set forth in Section 2.06(b).

“Purchased Assets” shall have the meaning set forth in Section 2.01. Purchased Assets shall not include Excluded Assets.

“Real Property” shall have the meaning set forth in Section 2.01(a).

“Recapture Claim” shall mean an alleged Medicare, Medicaid, and/or Managed Care overpayment, or any other recoupment or adjustment to reimbursement, (ii) an alleged underpayment of any Tax or assessment or (iii) any other governmental or third-party payor claims

“Rejected Contracts” shall have the meaning set forth in Section 6.09(d)

“Sale” means the sale of the Purchased Assets in accordance with the Bid and Sale Procedures Order and subject to entry of the Sale Order as a Final Order.

“Sale Hearing” shall have the meaning given to such term in the Bid and Sale Procedures Order.

“Sale Motion” means the Debtors’ Motion for the Entry of (A) an Order (1) Approving Auction Sale Format and Bidding Procedures, (2) Approving Process for Discretionary Selection of Stalking Horse Bidder and Bid Protections, (3) Approving Form of Notice to be Provided to Interested Parties, (4) Schedule a Court Hearing to Consider Approval of the Sale to the Highest and Best Bidder, and (5) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases, and (B) an

Order Authorizing the Sale of Property Free and Clear of All Claims, Liens and Encumbrances [Dkt. No. 013].

“**Sale Order**” means the Order of the Bankruptcy Court issued pursuant to Sections 363 and 365 of the Bankruptcy Court, authorizing and approving, among other things: (i) the sale, transfer and assignment of the Purchased Assets and the Assumed Liabilities to Buyer in accordance with the terms and conditions of this Agreement, free and clear of all Liens, Claims and Encumbrances and (ii) the assumption and assignment of the Assumed Contracts in connection therewith and as a part thereof, in substantially the form attached hereto as Exhibit 7.01(b).

“**Seller**” and “**Sellers**” shall have the meanings set forth in the preamble.

“**Seller Closing Certificate**” shall have the meaning set forth in Section 3.02(d).

“**Survey**” shall have the meaning set forth in Section 2.10(a).

“**Tax**” or “**Taxes**” means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

“**Tangible Personal Property**” shall have the meaning set forth in Section 2.01(b).

“**Title Insurance Commitment**” shall have the meaning set forth in Section 2.10(a).

“**Title Defect**” shall have the meaning set forth in Section 2.10(b).

“**Title Objection**” shall have the meaning set forth in Section 2.10(b).

“**Title Objection Response Deadline**” shall have the meaning set forth in Section 2.10(b).

“**Transaction Documents**” means this Agreement, the Bills of Sale, the Assignment and Assumption Agreements, the Deeds, ~~any~~ the operations transition agreements, and the other agreements, instruments and documents required to be delivered at the Closing.

“**WARN Act**” means the federal Worker Adjustment and Retraining Notification Act of 1988, and similar state, local and foreign laws related to plant closings, relocations, mass layoffs and employment losses.

ARTICLE II SALE OF ASSETS

Section 2.01 Sale of Assets. Subject to the terms and conditions set forth in this Agreement and in the Sale Order, and subject to Bankruptcy Court approval and higher and better bids in accordance with the Bid and Sale Procedure Order and excepting the Excluded Assets, the applicable undersigned Seller hereby agrees to sell, convey, assign, transfer and deliver to Buyer, and Buyer, as a good faith purchaser for value within the meaning of Section 363(m) of the Bankruptcy Code, shall purchase from each such Seller, all right, title and interest of each such Seller in, and to all of the following assets, free and clear of all Liens, Claims and Encumbrances (collectively, the “*Purchased Assets*”):

- (a) The land, building(s), improvements and other related real estate interests that comprise the Facility more specifically described on Schedule 2.01(a) (collectively, the “*Real Property*”);
- (b) Tangible personal property owned by such Seller and used in the operation of the Business, including all equipment, furniture, fixtures, and leasehold improvements of such Seller (the “*Tangible Personal Property*”) and, to the extent assignable, intangible personal property related to the Businesses, including any warranties, zoning approvals and building permits (the “*Intangible Personal Property*”);
- (c) Inventory and supplies usable or saleable in the operation of the Business (the “*Inventory*”);
- (d) The Assumed Contracts listed on Schedule ~~2.01(d)~~ 6.05;
- (e) The Sellers’ National Provider Identified (NPI) numbers and other applicable provider numbers with any state or other governing body;
- (f) Licenses, permits, certifications, certificates of need, and accreditations held by Seller relating to the ownership, development and operation of the Business (including any applications and pending approvals), to the extent assignable (the “*Licenses*”);
- (g) Intellectual Property used in the operation of the Business, facilities and properties, including, but not limited to, the items listed on Schedule 2.01(g), to the extent assignable;
- (h) The IT Assets;
- (i) Paper and/or electronic resident records relating to Seller’s past and present residents of the Facility;
- (j) Manufacturers’ and vendors’ warranties relating to the Purchased Assets, to the extent transferable, and rights and claims that may be asserted by (but not against) Seller related to the Purchased Assets;

- (k) Equipment records, documents, catalogs, books, records, files, operating manuals, and other records relating to the Purchased Assets (but excepting any documents or records relating to Seller's tax returns and Seller's internal corporate affairs);
- (l) Goodwill associated with the Purchased Assets; and
- (m) The interest of Seller in all property of the foregoing types, arising or acquired by the applicable Seller in the ordinary course of the Business between the Execution Date and the Closing.

Section 2.02 Excluded Assets. Notwithstanding anything to the contrary set forth in Section 2.01 above, each Seller shall keep and retain title to and ownership of and shall not transfer, assign, convey or deliver to Buyer any asset not identified herein as a Purchased Asset, all of which shall remain the exclusive property of such Seller. Without limiting the generality of the foregoing, such non-Purchased Assets (collectively, the "***Excluded Assets***") shall include, without limitation:

- (a) Cash and cash equivalents, including, without limitation, stocks, bonds, commercial paper, and other securities and investments;
- (b) All prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of setoff, rights of recoupment, deposits, charges, sums and fees (including any such item relating to the payment of Taxes), except for any such amounts in connection with Assumed Liabilities identified on Schedule 2.02(b).
- (c) Accounts receivable and notes receivable generated in connection with the operation of the Business prior to the Effective Time, including, without limitation, intercompany receivables;
- (d) Bank accounts of Seller set forth on Schedule 2.02(d) (collectively, the "***Deposit Accounts***") and any records relating thereto;
- (e) (i) original Tax, accounting and financial records which pertain exclusively to the Excluded Assets or the Excluded Liabilities including, but not limited to, accounts receivable records, tax returns and related records, litigation files and records, and cost report records, (ii) all corporate or limited liability organizational records of Seller, including all charter documents, stock ledgers, minute books and other corporate records of Seller, and (iii) such other files, books and records which pertain exclusively to the Excluded Assets or the Excluded Liabilities or to the formation, existence or capitalized of Sellers;
- (f) Software that is not freely transferable by the terms of any license agreement respecting the same;
- (g) Refunds of any taxes to the extent the same relate to periods prior to the Closing Date;

- (h) All prepaid utility deposits and other deposits and refunds which are owed to, escrowed by, or the property of Seller;
- (i) Without limiting the generality of the foregoing clause (g), any and all payments or rights to payment arising out of, or in connection with, Employee Retention Credits, the Coronavirus Aid, Relief and Economic Security (CARES) Act, the Consolidated Appropriations Act of 2021 (CAA) or the American Rescue Plan Act (ARPA);
- (j) Any policies of insurance and/or interests in insurance pools and programs, and all claims made and rights to payment thereunder;
- (k) All Contracts other than Assumed Contracts and obligations thereunder;
- (l) Any benefit plans offered by Seller to Facility Employees or any assets relating thereto;
- (m) All cause or causes of action or claim or claims arising in connection with or relating to events that occurred prior to the Closing Date, and rights to recovery pursuant to all causes of actions and claims of Seller existing as of the Closing Date, but excluding any claim, causes of action, defense, setoff, or recoupment related to Assumed Contracts;
- (n) All work product, attorney-client and accountant-client privileged materials held or controlled by Seller;
- (o) Actions unrelated to the day-to-day operations of the Facility and all avoidance actions under Chapter 5 of the Bankruptcy Code;
- (p) All intercompany receivables; and
- (q) All rights accruing or to accrue to Sellers under this Agreement.

Section 2.03 Assumed Liabilities. As partial consideration for the transfer, assignment and delivery of the Purchased Assets to Buyer, and upon the terms and subject to the conditions set forth in this Agreement, Buyer shall assume, pay and perform the following liabilities and obligations of Seller (collectively, the “*Assumed Liabilities*”):

- (a) (i) The Cure Amounts, if any, and (ii), all Liabilities and obligations arising under the Assumed Contracts from and after the Effective Time;
- (b) All Liabilities arising from Accrued PTO and (ii) all Liabilities arising from and after the Effective Time, in each case for any Hired Employees;
- ~~(c) [BUYER TO ADDRESS ITS INTENTION AS TO RESIDENT DEPOSITS AND ENTRANCE FEES]~~
- ~~(d) [Those Liabilities of the Sellers set forth in Buyer will assume those entrance fee liabilities listed on Schedule 2.03(d) (the “Entrance Fee Liabilities”);]~~

- (d) Intentionally Omitted;
- (e) All liabilities and obligations created by this Agreement respecting Buyer; and
- (f) All other obligations and liabilities arising out of Buyer's possession, use, ownership, transfer or other disposition of the Purchased Assets after the Effective Time.

Section 2.04 Excluded Liabilities; Non-Assumption of Liabilities. Except for the Assumed Liabilities, Buyer shall not assume, pay or perform any indebtedness, liabilities or other obligations of Seller (collectively, the "***Excluded Liabilities***"). Without limiting the generality of the foregoing, and except as otherwise provided herein, (i) Buyer shall not be required to assume and shall not have any liability or obligation with respect to any contract, liability or obligation, direct or indirect, absolute or contingent of Seller or to any other person, entity, or Seller Affiliate regarding any claims or litigation pending or later arising against Seller or any Seller Affiliate that are based on their actions or omissions, and (ii) under no circumstances shall Buyer be deemed to have agreed to or accepted Seller's or any Seller Affiliate's liability for any act, omission, or any other obligation of any nature whatsoever to any resident or resident representative (excepting any post-closing liabilities assumed by Buyer) or to the State, federal or local government for any liabilities related to cost report settlements, fines, penalties, overpayments or recoupments.

Section 2.05 Purchase Price. The aggregate purchase price to be paid by Buyer to the Sellers for the Purchased Assets at the Closing shall be ~~_____~~ Sixteen Million AND ~~___00~~/100 DOLLARS (\$~~_____16,000,000~~) (the "***Purchase Price***"), plus ~~(+)~~ the assumption of the Assumed Liabilities ~~and (ii) the Cure Amounts~~ other than the Entrance Fee Liabilities.

Section 2.06 Payment of Purchase Price; Escrow Deposit. Buyer shall make the following payments on account of the Purchase Price:

- (a) Buyer shall deliver to Escrow Agent, on or before the Execution Date, an earnest money deposit in the amount of ~~_____~~ EIGHT HUNDRED THOUSAND AND ~~___00~~/100 DOLLARS (\$~~_____800,000.00~~) (the "***Escrow Deposit***"), ~~which amount is equal to the greater of (x) \$250,000 or (y) five percent (5%) of the aggregate Purchase Price,~~ to be held by Escrow Agent pursuant to the terms of an escrow agreement in substantially the form attached as Exhibit 2.06(a) hereto (the "***Escrow Deposit Agreement***"). Upon Closing or termination of this Agreement, I Escrow Deposit, together with accrued interest thereon, if any, shall be delivered to Sellers or Buyer in accordance with the applicable terms of this Agreement.
- (b) Buyer shall make payment of the balance of the Purchase Price, (i) less Entrance Fee Liabilities, (ii) plus or minus prorations or adjustments as set forth herein (the "***Purchase Price Balance***"), at the Closing by wire transfer to the Escrow Agent.

Section 2.07 Allocation of Purchase Price. The Parties have prepared the allocation schedule attached hereto as Schedule 2.07, and agree that the Parties shall allocate the Purchase Price (and all other capitalized costs) among the Purchased Assets for the applicable Seller, for Tax and accounting purposes only, in

accordance with such Schedule 2.07 (the “*Purchase Price Allocation*”). Each Seller and Buyer each hereby covenant and agree that neither of them will take a position on any income tax return, before any Government Entity, or in any judicial proceeding that is in any way inconsistent with the allocation set forth on Schedule 2.07. Each party shall duly and timely file Form 8594 with its appropriate tax returns. For the avoidance of doubt, the Purchase Price Allocation is not binding on any party for any other purpose.

Section 2.08 Taxes, Fees and Expenses. Buyer shall be responsible for and shall pay all applicable sales taxes, grantor’s taxes, recordation fees and all other similar taxes arising out of the consummation of the transactions contemplated hereby, and any other fees and expenses associated with the transfer of the Purchased Assets as contemplated herein. Each Seller shall be responsible for and shall pay any income tax of such Seller as a result of the transactions contemplated herein. Except as set forth in the immediately preceding sentence, each of Buyer and the applicable Seller shall pay its own costs incurred in connection with the transactions contemplated herein, including reasonable attorneys’ fees and due diligence expenses.

Section 2.09 Apportionment of Expenses; Prorations.

- (a) All expenses arising from the ownership of the Purchased Assets shall be apportioned between Buyer and the applicable Seller as of the Effective Time, in accordance with the principle that the Buyer shall only be responsible for all expenses and obligations arising from the ownership of the Purchased Assets at or after such time. All real estate and personal property taxes respecting the Purchased Assets shall be prorated as of the Closing.
- (b) The following items shall be prorated among Buyer and the applicable Seller as of the Proration Time and paid or credited at the Closing, as shall be set forth on the Closing Statement:
 - (i) All state, county, city, school, ad valorem and other local real and personal property taxes and assessments and business personal property taxes relating to or assessed against the Real Property or the Business(es);
 - (ii) Any utilities or other periodic charges that cannot be changed to Buyer or Buyer’s designee’s account by the Closing Date;
 - (iii) Prepayments made by the Sellers for services relating to the Business(es) and provided after the Proration Time, which shall be credited to the Sellers; and
 - (iv) Provider taxes, privilege Texas or so-called bed taxes or similar taxes and fees, howsoever designated.

Section 2.10 Title Insurance Commitment; Survey.

- (a) The Parties acknowledge that, prior to the Execution Date, the applicable Seller has delivered to Buyer (i) a commitment for title insurance, along with copies of all easements and building and use restriction identified in the commitment (collectively, the “*Title Insurance Commitment*”) and (ii) ALTA/NSPS as-built surveys (collectively, the “*Surveys*”) for the Real Property. Buyer hereby waives any right to provide a Title

Objection (as defined below) with respect to the Title Insurance Commitment and Surveys provided to Buyer prior to the Execution Date.

- (b) If Buyer desires an updated Title Insurance Commitment or updated Surveys (“**Updated Title Work**”), then Buyer shall pursue and obtain such Updated Title Work at its sole cost and expense by no later than ten (10) days after the Execution Date. If the Updated Title Work discloses title exceptions or matters (i) not identified in the Title Insurance Commitment and Surveys delivered pursuant to paragraph (a) and (ii) in the reasonable judgment of Buyer, render title uninsurable or unmarketable, or otherwise adversely affect the use of the Real Property to conduct the Business (a “**Title Defect**”), then Buyer shall deliver to the Seller a written statement of any such Title Defects (a “**Title Objection**”) no later than five (5) Business Days after its receipt of the Updated Title Work; provided that (i) any objections to Title Defects not timely delivered as aforesaid will be waived and (ii) any matter disclosed in the Updated Title Work and not identified in a timely Title Objection shall be deemed a Permitted Encumbrance. If the applicable Seller timely receives such a Title Objection, such Seller shall elect, in a written response to Buyer delivered within five (5) Business Days of such Seller’s receipt of the Title Objection (the “**Title Objection Response Deadline**”) to (i) cure any or all of the Title Defects identified in such Title Objection or (ii) not cure such Title Defects; provided that, if the applicable Seller does not deliver its response prior to the Title Objection Response Deadline, then such Seller shall be deemed to have elected to cure the Title Defects. If Seller elects not to cure any of the Title Defects identified in the Title Objection, then Buyer may elect to terminate this Agreement by giving Sellers within five (5) Business Days after receipt of the applicable Seller’s election not to cure such Title Defects; provided that, if Buyer does not timely make such an election, then such Title Defects shall be deemed Permitted Encumbrances hereunder.
- (c) Buyer acknowledges and agrees that (i) Sellers may elect to address any identified Title Defects through the Sale Motion, whereby holders of Liens, Claims and Encumbrances may be adequately protected by having such Liens, Claims or Encumbrances attach to the portion of the Purchase Price ultimately attributable to the Purchase Assets against or in which such holders claim an interest, with the same validity, force, effect and priority which they had against such Purchased Assets as of the Execution Date, subject to any claims and defenses that Sellers or their estates may assert with respect thereto and (ii) notwithstanding anything herein to the contrary, all Liens, Claim and Encumbrances that can be satisfied by the payment of money shall be addressed in the Sale Order.

Section 2.11 Third Party Consents. To the extent that Sellers’ rights under any contract or permit constituting a Purchased Asset, or relating to a Purchased Asset, may not, pursuant to Section 365 of the Bankruptcy Code, be assigned to Buyer without the consent of another Person, which consent has not been obtained, nothing set forth in this Agreement shall constitute an agreement by Sellers to assign or cause the assignment of same if an attempted assignment would constitute a breach of such contract or permit, or be unlawful. Buyer, at its own expense, shall use its reasonable best efforts to obtain any such required consents.

ARTICLE III CLOSING

Section 3.01 Closing. Subject to the terms and conditions of this Agreement and the Sale Order, including, without limitation, the satisfaction or waiver by the appropriate Party of all of the conditions precedent to Closing specified herein, the consummation of the transactions contemplated by and described in this Agreement (the “**Closing**”) shall be conducted remotely, via an exchange of emails authorizing and directing the Escrow Agent to release originals of executed documents from escrow for recording purposes and to wire funds to the appropriate parties, to occur on the date (such date of consummation being referred to herein as the “**Closing Date**”) that is the earlier of (i) the first Business Day of a calendar month that occurs five (5) Business Days following the date on which the conditions to Closing set forth in Article VII are either satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date) and (ii) the Outside Closing Date, or at such other time, date or location as shall be agreed upon by the Parties. Regardless of the time it actually occurs, the Closing will be deemed effective for all purposes as of 12:01 a.m. (Central Time) on the Closing Date (the “**Effective Time**”).

Section 3.02 Actions of Seller at Closing. At the Closing and unless otherwise waived in writing by Buyer, the applicable Seller shall execute and/or deliver to Buyer the following:

- (a) Bills of sale, in the form attached hereto as Exhibit 3.02(a) (the “**Bills of Sale**”), executed by the applicable Sellers, transferring the Tangible Personal Property, the Intangible Personal Property, the Intellectual Property Assets and the IT Assets to Buyer or its designee;
- (b) Assignment and assumption agreements, in the form attached hereto as Exhibit 3.02(b) (the “**Assignment and Assumption Agreements**”), executed by the applicable Sellers, effecting the assignment to and assumption by Buyer or its designee of the Assumed Contracts;
- (c) With respect to each parcel of Real Property, a quitclaim deed, in the form attached hereto as Exhibit 3.02(c) (the “**Deeds**”), executed by the applicable Seller;
- (d) Closing certificate of the applicable Seller, certifying that each covenant and agreement of Seller to be performed prior to or as of the Closing pursuant to this Agreement has been performed and each representation and warranty of the applicable Seller are true and correct in all material respects on the Closing Date, as if made on and as of the Closing (the “**Seller Closing Certificate**”);
- (e) Certificates of incumbency for the respective officers of the applicable Seller executing this Agreement or making certifications for the Closing dated as of the Closing Date;
- (f) Certificates of existence and good standing of the applicable Seller from the Secretary of State of its formation, dated the most recent practical date prior to the Closing;
- (g) A closing statement setting forth all proration and adjustments (the “**Closing Statement**”), duly executed by the Sellers; and

- (h) Such other instruments and documents as Buyer reasonably deems necessary to effectuate the transactions contemplated hereby.

Section 3.03 Actions of Buyer at Closing. At the Closing and unless otherwise waived in writing by the applicable Seller, Buyer shall deliver to the applicable Seller(s) the following:

- (a) The Assignment and Assumption Agreements duly executed by Buyer and in the form attached hereto as Exhibit 3.02(b);
- (b) Closing certificate of Buyer, certifying that each covenant and agreement of Buyer to be performed prior to or as of the Closing pursuant to this Agreement has been performed and each representation and warranty of Buyer is true and correct on the Closing Date, as if made on and as of the Closing (the “*Buyer Closing Certificate*”);
- (c) Certificates of incumbency for the respective officers of Buyer executing this Agreement dated as of the Closing Date;
- (d) Certificate of existence and good standing of Buyer from the Secretary of State of the applicable jurisdiction in which the Buyer is formed, dated the most recent practical date prior to Closing; and
- (e) Such other instruments and documents as Seller reasonably deems necessary to effect the transactions contemplated hereby.

On the Closing Date, Buyer shall cause the Escrow Agent to deliver the Purchase Price to the Sellers. For the avoidance of doubt, such Purchase Price shall include the Escrow Deposit and the Purchase Price Balance.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF EACH SELLER

Except as set otherwise expressly set forth in this Agreement or any exhibit or schedule attached hereto, each Seller represents and warrants as to itself to Buyer that the following statements are true and correct as of the Execution Date and will be true and correct as of the Closing Date:

Section 4.01 Existence and Capacity. Seller is not-for-profit or nonprofit corporation or limited liability company validly existing in good standing under the laws of the State of its formation. Seller has the requisite power and authority, subject to requisite approvals of the Bankruptcy Court, to enter into this Agreement, to perform its obligations hereunder, and to conduct its business as such business is being conducted as of the Effective Date.

Section 4.02 Power and Authority. Subject to entry of the Sale Order by the Bankruptcy Court, the execution, delivery and performance of this Agreement, and consummation of the transaction contemplated herein, by Seller have been duly authorized by all appropriate corporate action on the part of the Sellers

Section 4.03 Binding Agreement. This Agreement and all agreements to which Seller will become a party pursuant hereto are and will constitute the valid and legally binding obligations of Seller, and are and will be enforceable against Seller in accordance with the respective terms hereof or thereof.

Section 4.04 Title to Purchased Assets. As of the Closing, Seller shall hold good and valid title to all of the Purchased Assets which it owns, and at the Closing, will assign and convey to Buyer good and valid title free from all Liens, Claims and Encumbrances other than Permitted Encumbrances.

Section 4.05 Material Contracts. All material contracts agreements, leases and other commitments, in each case in which the annual payments exceed \$100,000, that Seller is a party to respecting the Business conducted by Seller at the Facility (the "**Material Contracts**") are listed and summarized on Schedule 2.01(d)4.05, and there are no undisclosed material amendments or modifications to any such contracts.

Section 4.06 Intellectual Property; Computer Software. Except as set forth in Section 2.02(g), the Intellectual Property Assets include all patents, copyrights, inventions, processes and applications therefore (whether registered or common law) currently owned or used by Sellers in the Business and necessary for the operation thereof.

Section 4.07 Permits. All Permits and Regulatory Approvals held by the Sellers to conduct the Business(es) as currently conducted are set forth in Schedule 4.07(a).

Section 4.08 Litigation or Proceedings. Except as set forth in Schedule 4.08, there are no Actions pending or, to Sellers' Knowledge, threatened against or by the Sellers(i) relating to or affecting the Business(es), the Purchased Assets or the Assumed Liabilities or (ii) that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

Section 4.09 Real Property. Schedule 2.01(a) sets forth each parcel of Real Property owned by the Sellers and used in the conduct of the Business(es) as conducted as of the Effective Date, including with respect to each such parcel, the street address and use.. Sellers have delivered or made available to Buyer copies of the deeds and other instruments (as recorded) through which the applicable Seller acquired such parcels of Real Property, and copies of all title insurance policies, opinions, abstracts and surveys in the possession of such Seller with respect thereto.

Section 4.10 Environmental Laws. With respect to the ownership or operation of the Real Property, the Facility or the use of the Purchased Assets by Sellers:

- (a) To Sellers' Knowledge, the applicable Seller is not in violation, in any material respect, of any Environmental Law.
- (b) To Sellers' Knowledge, (i) the Sellers have not in the last five years received any written notice alleging or asserting a violation of any Environmental Law with respect to the Real Property, the Facility or the Purchased Assets, (ii) no investigation, administrative order, litigation or settlement with respect to any Environmental Laws is pending with respect to the Real Property, the Facility or the Purchased Assets, and (iii) no written notice has been received by Seller respecting the Facility or the Purchased Assets from any Government

Entity or individual claiming any material violation of any Environmental Laws, or requiring compliance with any Environmental Laws, or demanding payment or contribution for environmental damage or injury to natural resources.

Section 4.11 Employee Relations. Schedule 4.11 lists all persons who are employees, independent contractors or consultants who, as of the Execution Date, provide services in the Facility, including any such person who is on a leave of absence of any nature, paid or unpaid, authorized or unauthorized, and sets forth for each such person: (i) name, (ii) title or position, (iii) hire date, (iv) full time equivalent status, (v) rate of base compensation, (vi) commission, bonus or other incentive-based compensation and (vi) a description of fringe benefits, if any, provided to each such person (the “*Facility Employees*”). With respect to the Facility Employees, except as set forth on Schedule 4.11 hereto:

- (a) All Facility Employees are “at will” employees or Seller has provided to Buyer copies of such employment, consulting, independent contractor, bonus, severance, or other similar written engagement to which Seller is a party.
- (b) There has not been within the last five (5) years and there is no pending strike, picketing, work stoppage, or any proceeding against or affecting Seller relating to an alleged violation of any legal requirements pertaining to labor relations.
- (c) There is no union representation or organizing activities and no collective bargaining agreement or activities.
- (d) To Sellers’ Knowledge, there are no pending or threatened claims before the Equal Employment Opportunity Commission (or comparable state agency), complaints before the Occupational Safety and Health Administration (or comparable state agency), wage and hour claims, unemployment compensation claims, workers’ compensation claims, or the like.

Section 4.12 Insurance. Schedule 4.12 sets forth (i) a true and complete list of all current policies or binders of fire, liability, product liability, umbrella liability, professional liability, real and personal property, workers’ compensation, vehicular, fiduciary liability and other casualty and property insurance maintained by Sellers or their Affiliates and relating to the Business, the Purchased Assets and the Assumed Liabilities (collectively, the “*Insurance Policies*”); and (b) with respect to the Business, the Purchased Assets or the Assumed Liabilities, a list of all pending claims and the claims history for the three (3) years prior to the Execution Date.

Section 4.13 Financial Statements. Copies of the income statements for the Business(es) as in each of the years for the fiscal years ending June 30, 2023 and June 30, 2024 (collectively, the “*Financial Statements*”) have been or will be provided to Buyer. The Financial Statements are based on the books and records of the Business(es), are true, complete and correct, and fairly and accurately present (in all material respects when taken as a whole) the financial condition of the Business(es) as of the respective dates they were prepared and the results of the operations of the Business(es) for the periods indicated.

Section 4.14 ~~Brokers~~ COVID Funds A description of all COVID Funds received with respect to each Facility is set forth on Schedule 4.14 hereof. To Sellers' knowledge, Sellers have applied for and utilized, as applicable, all COVID Funds in accordance with applicable law. For purposes of this Agreement, "COVID Funds" shall mean all grants, funds or payments from state or federal sources (including, without limitation, pursuant to the Coronavirus Aid, Relief and Economic Security (CARES) Act and the Economic Injury Disaster Loan program, Medicare advance payments, loans in connection with Paycheck Protection Program, deferral of payroll taxes or other governmental economic benefits) in each case received with respect to or pertaining to each Facility as a result of the COVID-19 pandemic. All COVID Funds received by Sellers are set forth on Schedule 4.14 attached hereto

Section 4.15 ~~Brokers~~. Except for B.C. Ziegler & Co., for which Sellers shall be responsible, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Sellers.

Section 4.15 ~~4.16~~ Expiration of Representations and Warranties. The representations and warranties of Sellers contained in this Agreement shall expire upon, and shall not survive for any purpose whatsoever, the Closing.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to each Seller that to the following statements are true and correct as of the Execution Date and will be true and correct as of the Closing Date:

Section 5.01 Existence and Capacity. Buyer is a ~~an~~ ~~_____~~ limited liability company duly organized and validly existing in good standing under the laws of the State of ~~_____~~ Illinois. Buyer has the requisite power and authority to enter into this Agreement, to perform its obligations hereunder, and to conduct its business as now being conducted.

Section 5.02 Power and Authority. The execution, delivery and performance of this Agreement, and consummation of the transaction contemplated herein, by Buyer:

- (a) are within its powers, are not in contravention of law or of the terms of its ~~{Articles}{Certificate}~~ ~~of~~ ~~{Incorporation}~~ of Organization ~~}~~ and ~~{Bylaws}{Operating}{Limited Liability Company}~~ Agreement;
- (b) have been duly authorized by all appropriate company actions;
- (c) except for the Permits and Regulatory Approvals to be obtained by Buyer, do not require any approval or consent of, or filing with, any third party;
- (d) will not violate any statute, law, rule or regulation, or any judgment, decree, writ or injunction of any court or Government Entity, to which Buyer may be subject; and

- (e) will not violate any provision of any agreement to which Buyer is a party or by which Buyer is bound.

Section 5.03 Binding Agreement. This Agreement and all agreements to which Buyer will become a party pursuant hereto are and will constitute the valid and legally binding obligations of Buyer, and are and will be enforceable against Buyer in accordance with the respective terms hereof or thereof.

Section 5.04 Adequate Funds. As of the Execution Date, Buyer has funds, or the ability to obtain such funds, in cash in amounts equal to the Purchase Price and other funds needed to consummate the transaction and will at the Closing have immediately available funds in cash, which are sufficient to pay the Purchase Price and to pay any other amounts payable pursuant to this Agreement and to consummate the transaction contemplated herein. Buyer does not have any financing or equity investment contingency of any nature whatsoever.

Section 5.05 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Buyer.

Section 5.06 Legal Proceedings. There are no Actions pending or, to Buyer's Knowledge, threatened against or by Buyer or any Affiliate of Buyer that challenge or seek to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. No event has occurred, nor circumstances exist, that may give rise or serve as a basis for any such Action.

Section 5.07 Due Diligence Materials. Sellers have provided certain documents which relate to the operations and financial conditions of the Business, which are herein referred to as "*Due Diligence Materials.*" Prior to the Execution Date, Buyer has been provided access to the Due Diligence Materials. Until the Effective Time, Sellers will continue to cooperate in providing information to Buyer as requested, in a timely manner, but is under no obligation to create documents or provide any related documents which are outside those in the possession of Sellers. Buyer acknowledges that certain Due Diligence Materials may be limited to summaries, or otherwise contain redactions, if the Sellers reasonably believe the disclosure of such information would be a violation of Law protecting the personal, financial or protected health information of any resident or patient or affiliate of a resident or patient, including, but not limited to, all Laws adopted under the Health Insurance Portability and Accountability Act. Buyer expressly acknowledges that (i) it has completed its due diligence as of the Execution Date and (ii) no due diligence contingency exists with respect to Buyer's obligations under this Agreement.

Section 5.08 Fitness for and Timing for Application for Obtaining Permits and Regulatory Approvals. Buyer has no knowledge of any material fact or other information related to Buyer or any of its Affiliates which could be reasonably expected to have an adverse impact on Buyer's or its designees' ability to obtain the Permits and Regulatory Approvals. To Buyer's Knowledge, it has been in material compliance with healthcare regulatory laws and has not received any communication from a governmental authority or third-party payors that would prohibit or delay the Buyer from consummating the transaction contemplated herein or obtaining the Permits and Regulatory Approvals necessary to operate the Business.

Buyer shall have applied for (or caused its designees to apply for) all Permits and Regulatory Approvals no later than three (3) Business Days after the entry of the Sale Order.

Section 5.09 No Guarantee of License. Buyer acknowledges that the Business operations are regulated by local, state, or federal Laws and are conducted under a license or licenses issued or authorized by the applicable state of operation of the applicable Seller. Buyer acknowledges that Buyer shall be responsible, at Buyer's sole cost and expense, for obtaining any and all governmental or quasi- governmental approvals necessary for Buyer's intended use or development of the Real Property, including but not limited to, its licensing of the facilities or ancillary businesses by the applicable state and any platting or zoning, and other such matters.

Section 5.10 Disclaimers; Releases and Limitations. Buyer represents and warrants to Sellers that Buyer is a knowledgeable, experienced, and sophisticated buyer of real estate and/or senior living facilities. Buyer acknowledges that, except for the representations and warranties made by Sellers in Article IV hereof, Buyer has not relied upon and will not rely upon, either directly or indirectly, any statement of Sellers or any of their officers, directors, trustees, agents, employees, or other person acting or purporting to act on behalf of Sellers.

Section 5.11 No Other Warranty. Without in any manner limiting the provisions of the preceding paragraph or elsewhere in this Agreement, as a material part of the consideration for this Agreement, Sellers and Buyer agree that Buyer is taking the property "as-is", "where-is" and "with all faults" and with any and all latent and patent defects and that there is no warranty or representation, express or implied, of any kind or nature (including, without limitation, warranties with respect to habitability, marketability, use or fitness for a particular purpose) made by Sellers with respect to the property (except for the representations of Sellers expressly set forth in Article IV hereof), all other representations and warranties, both express and implied, are hereby expressly disclaimed and denied. Buyer acknowledges that it has been given adequate time to conduct whatever examination, evaluations, inspections, reviews, studies or tests of the property and its condition as Buyer may desire or determine warranted, and that Buyer is not relying on any representation, warranty, statement or other assertion with respect to the property or its condition or any other matter by Sellers or any of Sellers' officer, director, trustee, agent, employee, attorney or other person acting or purporting to act on behalf of any Seller or any of its Affiliates, but Buyer is relying solely on its own examination, evaluations, inspections, reviews, studies or tests of the property. Without limiting the provisions of preceding paragraphs and this Agreement, Buyer expressly releases and discharges each Seller, its respective Affiliates, members, partners, officers, directors, shareholders, employees, attorneys, agents, brokers, and contractors from any and all obligations, claims, administrative proceedings, judgements, damages, fines, costs, and liabilities arising out of or relating to the physical condition of the property or any portion thereof, including, without limitation any latent or patent construction defects, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Purchased Assets.

ARTICLE VI COVENANTS

The Buyer and each Seller as to itself shall take the following actions and comply with the following obligations prior to the Closing:

Section 6.01 Operation of the Businesses. From the Execution Date until the Closing, except as otherwise provided in this Agreement or consented to in writing by Buyer, Sellers shall conduct the Business(es) in the ordinary course of business consistent with past practice, subject to applicable limitations and requirements of the Bankruptcy Code and except as otherwise necessary or reasonable to consummate the transactions contemplated herein.

Section 6.02 Access to Information, Books and Records. Seller will permit representatives of Buyer to have reasonable access to the Facility premises and personnel during normal business hours, as well as the books and records of Seller to the extent relating to the Facility, as may be reasonably necessary to comply with the obligations of the Buyer under this Agreement, to facilitate Borrower's review and inspection of the Purchased Assets. The timing and frequency of such access shall be coordinated with Seller in all cases, and Seller shall have a right to be present during all such access. Buyer shall not interfere with the normal business operations of Seller in any material respect.

Section 6.03 Notice of Developments. Seller shall give prompt written notice to Buyer of any material adverse development causing a material breach of any of the representations and warranties in Article IV above. Buyer shall give prompt written notice to Seller of any material adverse development causing a breach of any of the representations and warranties in Article V above. No disclosure by any of the Parties pursuant to this Section, however, shall be deemed to amend or supplement any Schedule to this Agreement or to prevent or cure any misrepresentation, breach of warranty, or breach of covenant.

Section 6.04 Casualty; Condemnation. As used herein, the term "*Casualty Loss*" means any destruction by fire, storm or other casualty, or any taking or pending or threatened taking, in condemnation or under the right of eminent domain, of any of the Purchased Assets, or a portion thereof, in each case, prior to the Effective Time. Sellers shall promptly give Buyer written notice (a "*Casualty Notice*") of any Casualty Loss of which Sellers becomes aware. To the extent such Casualty Loss exceeds \$1,500,000 in cost, Buyer shall have the option, which must be exercised within ten (10) days after its receipt of the Casualty Notice, to terminate this Agreement or to proceed with the Closing. If Buyer elects to terminate this Agreement, the Escrow Deposit shall be returned to Buyer and all rights, duties, obligations and liabilities created hereunder shall cease. If Buyer elects to proceed with Closing (or if the Casualty Loss is less than \$1,500,000), Buyer shall acquire the Purchased Assets in accordance with the terms hereof without a credit against the Purchase Price and Sellers shall transfer to Buyer all of their rights to unpaid insurance proceeds, claims, awards and other payments arising out of such Casualty Loss and pay to Buyer all sums paid to Sellers as insurance proceeds, awards or other payments arising out of such Casualty Loss less any amounts Sellers have paid to repair or mitigate such Casualty Loss. Sellers shall not voluntarily compromise, settle or adjust any amounts payable by reason of any Casualty Loss without first obtaining the written consent of Buyer, such consent not to be unreasonably withheld, conditioned, or delayed.

Section 6.05 Bankruptcy Actions.

- (a) Prior to the Execution Date, the Sellers and their co-debtor Affiliates filed the Sale Motion seeking, among other things, entry of the Sale Order in substantially the form attached hereto as Exhibit 6.05(a). Buyer acknowledges that the entry of any Order is subject to approval of the Bankruptcy Court.
- (b) Sellers shall comply with all of their respective obligations under (i) the Bid and Sale Procedures Order and (ii) the Sale Order (after the entry of same by the Bankruptcy Court).
- (c) Sellers shall use commercially reasonable efforts to comply (or obtain an Order from the Bankruptcy Court waiving compliance) with all requirements under the Bankruptcy Code and applicable Bankruptcy Rules in connection with obtaining approval of the sale of the Purchased Assets under this Agreement, including serving on all required Persons in the Bankruptcy Case (including (i) all Persons who are known to possess or assert a Lien against any of the Purchased Assets, (ii) the Internal Revenue Service, (iii) all state attorneys general, local realty enforcement agencies and local government entities with taxing authority or the power to approve or consent to the issuance or transfer of the Permits and Regulatory Approvals, and (iv) all other Persons required by any Order of the Bankruptcy Court (including any omnibus notice or case management Order entered in the Bankruptcy Case), notice of the Sale Motion, the Sale Hearing and the objection deadline in accordance with Rules 2002, 6004, 6006 and 9014 of the Bankruptcy Rules, the Bid and Sale Procedures Order or other Orders of the Bankruptcy Court, and any applicable local rules of the Bankruptcy Court.
- (d) (i) Within five (5) days after the Execution Date ~~f~~and preferably by the Execution Date~~},~~ Buyer shall provide a copy of Schedule ~~6.04(d)~~6.05, which schedule can be modified by the Buyer by removing from such schedule any Assumed Contract (as defined below) up to ten (10) days before the Closing Date, identifying (i) all Contracts that Buyer wishes to be assumed by Sellers and assigned by Sellers to Buyer at Closing (the “***Assumed Contracts***”); and (ii) all Contracts that Buyer will not be seeking to have assigned by Sellers (the “***Rejected Contracts***”). Sellers shall move to assume and assign to Buyer, effective as of the Effective Time, any Assumed Contract that is designated on or before the fifth day after the Execution Date by Buyer to Seller. After the Closing Date, Sellers shall be released from any further liability under such Assumed Contracts as provided for under Section 365(k) of the Bankruptcy Code.
- (ii) Buyer shall assume all obligations from and after the Closing Date under Assumed Contracts, and at such time as is required by the Bankruptcy Court in the Sale Order, shall pay cash or other acceptable consideration to the third party (or parties) to the applicable Assumed Contract in order to cure the monetary defaults and satisfy any pecuniary obligations of Sellers (or obtain waivers with respect thereto) with respect to the Business, and to provide adequate assurance of future performance under the Assumed Contracts.

Section 6.06 Maintenance of Insurance. From the Execution Date until the Effective Time, Sellers shall keep in full force and effect all insurance coverages existing on the Execution Date.

Section 6.07 Commercially Reasonable Efforts. From the Execution Date until the Closing, each party hereto shall use commercially reasonable efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in Article VII hereof. Additionally, Buyer shall, within three (3) Business Days after entry of the Sale Order, submit the necessary applications to the applicable regulatory authorities to obtain such Permits and Regulatory Approvals as are needed to consummate the sale (with copies of such applications promptly provided to Sellers) and shall diligently and expeditiously follow up on and pursue such Permits and Regulatory Approvals. Further, Buyer agrees to provide copies of all correspondence between Seller (or its Affiliates) and any regulatory agency, or similar body, to Seller and the Bond Trustee within two (2) Business Days of Buyer's receipt of same.

Section 6.08 Public Announcements. Unless otherwise required by applicable Law (based upon the reasonable advice of counsel), no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed), and the parties shall cooperate as to the timing and contents of any such announcement. Disclosures made to the Bankruptcy Court or in pleadings filed with the Bankruptcy Court or in other related notices shall not be considered a public announcement.

Section 6.09 Bulk Sales Laws. The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer; it being understood that any Liabilities arising out of the failure of Sellers to comply with the requirements and provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction which would not otherwise constitute Assumed Liabilities shall be treated as Excluded Liabilities.

Section 6.10 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value added, and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the other Transaction Documents (including any real property transfer Tax and any other similar Tax) shall be borne and paid by Buyer when due. Buyer shall, at its own expense, timely file any tax return or other document with respect to such Taxes or fees (and Seller shall cooperate with respect thereto as necessary).

Section 6.11 Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute, and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents.

Section 6.12 Good Faith. Each party agrees, in the exercise of good faith and fair dealing, to take actions necessary or appropriate to satisfy all conditions to closing and to consummate the Closing under this Agreement. Each party agrees to provide prompt notice to the other party of any circumstance or

condition which such party has reason to believe may cause a condition of the Closing not to be fulfilled or otherwise create any impediment to the Closing.

ARTICLE VII
CONDITIONS PRECEDENT TO THE OBLIGATIONS OF BUYER AND SELLER

Section 7.01 Conditions to Obligations of All Parties. The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

- (a) No governmental authority shall have enacted, issued, promulgated, enforced or entered any governmental order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal or otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof;
- (b) The Bankruptcy Court shall have entered the Sale Order approving the sale to the Buyer which shall be a Final Order unless such finality is mutually waived by the Buyer and the Sellers; and
- (c) Buyer's designees shall received all Permits and Regulatory Approvals that are set forth on Schedule ~~2.01(f)~~4.07.

Section 7.02 Seller's Conditions. All obligations of the applicable Seller which are to be discharged under this Agreement effective as of the Closing Date are subject to the satisfaction, on or before the Closing Date, of each of the following conditions unless expressly waived in writing by the applicable Seller at or prior to the Closing:

- (a) All of the representations and warranties of Buyer contained in Article V of this Agreement shall be true and correct in all material respects as of the Execution Date, and shall be deemed to have been made again on and as of the Closing Date and shall be true and correct in all material respects on and as of the Closing Date.
- (b) Buyer shall have performed or complied in all respects with all covenants and conditions required by this Agreement to be performed or complied with by it on or before the Closing Date.
- (c) The Consents shall have been obtained (or, if not obtainable before Closing, request shall have been made and Seller shall have received reasonably satisfactory assurances that they will be granted after the Closing) and are in form and substance reasonably satisfactory to Seller (the "**Material Consents**");
- (d) All Regulatory Approvals shall have been obtained, except for any documents required to be filed, or consents, authorizations, orders or approvals required to be issued, after the Closing Date.

- (e) No Action or proceeding shall have been instituted against, and no order, decree or judgment of any Government Entity shall be pending against, Buyer or Seller which seeks to, or would, render it unlawful as of the Closing Date to effect the transfer of the Purchased Assets, and no such action shall seek damages or injunctive relief by reason of the transactions contemplated hereby. Also, no substantive legal objection to the transactions contemplated by this Agreement shall have been received from or threatened by any Government Entity.
- (f) Buyer shall not (i) be in receivership or dissolution, (ii) have made any assignment for the benefit of creditors, (iii) admitted in writing its inability to pay its debts as they mature, (iv) have been adjudicated as bankrupt, or (v) have filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the federal bankruptcy law or any other similar law or statute of the United States or any state, nor shall any such petition have been filed against Buyer.
- (g) Buyer shall have made the deliveries required to be made by it under Section 3.03 hereof.
- (h) All certificates and documents delivered to Seller pursuant to this Agreement shall be satisfactory in form and substance to Seller acting reasonably and in good faith.
- (i) The Sale Order shall have been entered by the Bankruptcy Court.
- (j) The Buyer shall have delivered the Purchase Price.

Section 7.03 Buyer's Conditions. All obligations of Buyer which are to be discharged under this Agreement effective as of the Closing Date are subject to the satisfaction, on or before the Closing Date, of each of the following conditions unless expressly waived in writing by Buyer at or prior to the Closing:

- (a) All of the representations and warranties of the applicable Seller contained in Article IV of this Agreement shall be true and correct in all material respects as of the Execution Date, and shall be deemed to have been made again on and as of the Closing Date and shall be true and correct in all material respects on and as of the Closing Date.
- (b) The applicable Seller shall have performed or complied in all respects with all covenants and conditions required by this Agreement to be performed or complied with by it on or before the Closing Date.
- (c) All Regulatory Approvals shall have been obtained, except for any documents required to be filed, or consents, authorizations, orders or approvals required to be issued, after the Closing Date. Buyer shall have obtained documentation or other evidence satisfactory to Buyer in its reasonable discretion that Buyer has:
 - (i) Buyer shall have received approval from all Government Entities and third-party payors necessary to allow Buyer to conduct the Business and operate the Facility subsequent to Closing;

- (ii) Buyer shall have received confirmation from all applicable Government Entities that, upon the Closing, all licenses required by law to operate the Facility as currently operated will be transferred to, or issued or reissued in the name of, Buyer (or its Affiliates, as directed by Buyer).
- (d) No Action or proceeding shall have been instituted against, and no order, decree or judgment of any Government Entity shall be pending against, Buyer or Seller which seeks to, or would, render it unlawful as of the Closing Date to effect the transfer of the Purchased Assets, and no such action shall seek damages or injunctive relief by reason of the transactions contemplated hereby. Also, no substantive legal objection to the transactions contemplated by this Agreement shall have been received from or threatened by any Government Entity.
- (e) The applicable Seller shall have made the deliveries required to be made by it under Section 3.02.

All certificates and documents delivered to Buyer pursuant to this Agreement shall be satisfactory in form and substance to Buyer acting reasonably and in good faith.

- (f) The Sale Order shall have been entered by the Bankruptcy Court.
- (g) On the Closing Date, there shall not be any outstanding or delinquent (a) civil monetary penalty (“CMP”) or other federal, state or local fine and/or penalty (“Penalty”), (b) Recapture Claim, (c) bed taxes, (d) any funds to be paid related to any Covid-19 funds, including, without limitation, ERC, PPP or advance funds, or (e) survey deficiency of the severity level of “IJ” or worse, including but not limited to, “immediate jeopardy” violations at any Facility.
- (h) Between the Effective Date and the Closing Date, there shall not have been any Material Adverse Change with respect to any Facility.

ARTICLE VIII ADDITIONAL AGREEMENTS

Section 8.01 Facility Employees.

- (a) Immediately prior the Effective Time, the applicable Seller shall terminate all its Facility Employees remaining in Seller’s employ on the Closing Date and, as of the Effective Time, Buyer or its designee(s) shall offer employment to substantially all such Facility Employees on an at-will basis and subject to Buyer’s pre-employment screenings and employment practices, policies and procedures (all such Seller Employees hired by Buyer shall be collectively referred to as the “*Hired Employees*”). Following the Effective Time, Buyer shall provide a standard package of benefits and other terms and conditions of employment to the Hired Employees at substantially the same levels as those offered by Sellers immediate prior to the Closing Date.

- (b) Buyer shall offer immediate employment to substantially all of the Facility Employees, such that no period of unemployment shall occur between employment with the Sellers and employment with Buyer, and such that there will be no violation of the WARN Act or any comparable state or local laws, with such employment with the Buyer to commence as of the Effective Time. If Buyer fails to offer immediate employment to substantially all of the Facility Employees, Buyer acknowledges and agrees that it shall be responsible for the payment of any amounts or liabilities arising or due under the WARN Act or any comparable state or local laws. In furtherance and not in limitation of the foregoing, Buyer shall treat prior service with Sellers reflected in the information provided above as service with Buyer for purposes of determining eligibility to participate and vesting in all benefits programs maintained by Buyer. Sellers shall cooperate with Buyer in providing information reasonably requested by Buyer to facilitate hiring and establishing benefits for Hired Employees who accept employment with Buyer. This Agreement shall not be deemed to create or grant to any Hired Employee any third-party beneficiary rights or claims or any cause of action of any kind or nature.
- (c) The applicable Seller shall provide Buyer, at least ten (10) days prior to the Closing Date, a schedule setting forth, for each of the Facility Employees, an estimated amount of accrued but unused paid time off (including any accrued vacation, sick and holiday time) (collectively, the “*Accrued PTO*”) and the estimate aggregate value of the Accrued PTO as of the Effective Time. Sellers shall provide Buyer, on the Closing Date, with an update schedule reflecting actual Accrued PTO amounts as of the Effective Time. Buyer shall assume the Accrued PTO liability, as updated on the Closing Date, with respect to the Hired Employees and Buyer will, thereafter, be responsible for paying the Hired Employees for their use of their Accrued PTO during their employment with Buyer and upon the termination of their employment with Buyer in accordance with the Buyer’s or its designee’s employment practices.
- (d) ~~Buyer~~Sellers shall provide COBRA continuation coverage (within the meaning of Section 4980B of the Internal Revenue Code and U.S. Treasury regulations thereunder) to all Facility Employees who are “M&A qualified beneficiaries” (within the meaning of Treasury Regulation Section 54.4980B-9, Q&A-4) for the duration of the period to which such Facility Employees are entitled to such coverage. Buyer agrees to pay Seller for the reasonable costs incurred in connection with the administration necessary to provide COBRA continuation coverage to such Facility Employees.

Section 8.02 Misdirected Payments. From and after the Closing, if any Seller or any of its respective Affiliates receives any right, property or asset that is a Purchased Asset, the applicable Seller shall promptly transfer or cause such of its Affiliates to transfer such right, property or asset (and shall promptly endorse and deliver any such asset that is received in the form of cash, checks or other documents) to Buyer, and such asset will be deemed the property of Buyer held in trust by such Seller for Buyer until so transferred. From and after the Closing, if Buyer or any of its Affiliates receives any right, property or asset that is an Excluded Asset, Buyer shall promptly transfer or cause such of its Affiliates to transfer such asset (and shall promptly endorse and deliver any such right, property or asset that is received in the form of cash, checks,

or other documents) to the applicable Seller, and such asset will be deemed the property of such Seller held in trust by Buyer for such Seller until so transferred.

ARTICLE IX
TERMINATION
INDEMNIFICATION

Section 9.01 **By Seller.** From and after the Effective Time of the Closing, conditioned on such Closing, the Sellers will indemnify, defend and hold harmless the Buyer and its affiliates and representatives (collectively, the “*Buyer Indemnified Parties*”) from and against any and all Losses suffered or incurred by any of the Buyer Indemnified Parties as a result of or arising out of (a) any claim of recapture by The Centers for Medicare and Medicaid Services (“*CMS*”) or any other governmental authority or other third party payor or fiscal intermediary with respect to an alleged overpayment or alleged underpayment or any claim that funds previously paid must be repaid or other claims with respect to operation of the Facilities, for periods prior to the applicable Closing Date (“*Recapture Claim*”), or (b) any and all Taxes related to the operation of the Facilities that are assessed for periods prior to the Effective Time, including, but not limited to, provider tax, gross receipts tax, bed tax, and quality assessment tax. As security for Sellers’ indemnity obligations, Sellers shall place into escrow with the Escrow Agent at or prior to Closing the sum of One Million and No/100 Dollars (\$1,000,000) (the “*Indemnification Escrow Amount*”) for the period of one (1) year from and after the Closing. The Escrow Amount shall be held and disbursed by the Escrow Agent in accordance with the terms of an escrow agreement in form and substance reasonably satisfactory to the Parties and the Escrow Agent (the “*Indemnification Escrow Agreement*”).

ARTICLE X
TERMINATION

Section ~~9.01~~10.01 **Termination Prior to Closing.**

- (a) This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing:
- (i) By the mutual written consent of Buyer and the Sellers;
- (ii) By Buyer, by written notice to Sellers, if: (x) Buyer is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Sellers pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article VII, and such breach, inaccuracy or failure has not been cured by Sellers within ten (10) days of Sellers’ receipt of written notice of such breach; or (y) any of the conditions set forth in Section 7.01 or Section 7.02 shall not have been, or it becomes apparent that any of such conditions will not be, satisfied by the date that is forty-five (45) days following the date on which the Sale Order is entered (the “*Conditions Satisfaction Deadline*”), unless such failure shall be due to the failure of Buyer to perform or comply with any of its representations, warranties or covenants contained in this Agreement and to be performed or complied with by Buyer prior to the Closing;

(iii) By the Sellers, by written notice to Buyer, if: (x) Sellers are not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Buyer pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article VII, and such breach, inaccuracy or failure has not been cured by Buyer within ten (10) days of Buyer's receipt of written notice of such breach; (y) any of the conditions set forth in Section 7.01 or Section 7.03 shall not have been, or it becomes apparent that any of such conditions will not be, satisfied Conditions Satisfaction Deadline, unless such failure shall be due to the failure of Sellers to perform or comply with any of their representations, warranties or covenants contained in this Agreement and to be performed or complied with by Sellers prior to the Closing;

(iv) By either the Sellers or Buyer in the event the Closing shall not have occurred on or before the Outside Closing Date (which Outside Closing Date may be extended by mutual agreement of Buyer and Seller), unless such delay is the result of an action or omission by the Party wishing to terminate this Agreement pursuant to this subsection.

(v) By Buyer or Sellers if (x) the Sale Order is not entered by November 22, 2024 or (y) any Seller sells, transfers, leases or otherwise disposes of, directly or indirectly, including through an asset sale, stock sale, merger or other similar transaction, all or substantially all of its Business or the Purchase Assets in a transaction or series of transactions with one or more Person in accordance with the Bid and Sale Procedures Order (such event, an "**Alternative Transaction**"); provided that, upon termination under this provision in connection with the occurrence of an Alternative Transaction, Sellers, in accordance with the Bid and Sale Procedures Order, shall pay to Buyer, within ~~five (5)~~ Business Days after the consummation of the Alternative Transaction, from the proceeds of such Alternative Transaction, an amount in cash equal to (i) ~~_____ [NOT TO EXCEED 2.5% OF THE CASH PORTION OF THE PURCHASE PRICE PER THE BID AND SALE PROCEDURES ORDER]~~ Four Hundred Thousand and No/100 Dollars (\$400,000.00) (the "**Break-Up Fee**") and (ii) Buyer's actual, documented, reasonable, out-of-pocket costs and expenses in an amount not to exceed ~~_____ dollars (\$_____)~~ One Hundred Sixty Thousand and No/100 Dollars (\$160,000.00) ~~[NOT TO EXCEED 1% OF THE CASH PORTION OF THE PURCHASE PRICE PER THE BID AND SALE PROCEDURES ORDER]~~.

Section ~~9.02~~10.02 Effect of Termination.

- (a) In the event of the termination of this Agreement in accordance with this Article IX, this Agreement shall forthwith become void and there shall be no liability on the part of any Party hereto, except (i) as expressly set forth herein, (ii) in the event of termination pursuant to Section 9.01(a)(i), 9.01(a)(ii) (subject to such failure to meet a condition or delay thereunder not being a result of Buyer's breach), 9.01(a)(iv) or 9.01(a)(v), Buyer shall, within five (5) Business Days, be refunded the Escrow Deposit, and such refund shall be Buyer's sole and exclusive remedy with respect to this Agreement and the transactions contemplated herein; and (iii) in the event of termination by the Sellers pursuant to Section 9.01(a)(iii) (subject to such failure to meet a condition or delay thereunder not being a result of Sellers' breach), Sellers shall retain the Escrow Deposit as liquidated damages and as Sellers' sole and exclusive remedy with respect to this Agreement and transactions contemplated herein. With respect to the foregoing clause (iii) and retention by the Sellers of the Escrow Deposit as liquidated damages, Sellers and Buyer agree that Sellers' actual damages would be extremely difficult or impracticable to determine, and that the amount

of the Escrow Deposit is a reasonable estimate of the damages that Sellers would incur in such event.

- (b) Upon termination of this Agreement, the rights and obligations of the Parties under this Agreement shall likewise terminate, except that those obligations set forth in Section 10.01 and Section 10.02 shall survive termination of this Agreement.

ARTICLE ~~XXI~~
MISCELLANEOUS

Section ~~10.01~~11.01 Confidentiality. It is understood by the Parties hereto that the information, documents, and instruments delivered to Buyer by the applicable Seller and its agents and the information, documents and instruments delivered to the applicable Seller by Buyer and its agents are of a confidential and proprietary nature. Each of the Parties hereto agrees that both prior and subsequent to the Closing it will maintain the confidentiality of all such confidential information, documents or instruments in connection with the negotiation of this Agreement or in compliance with the terms, conditions and covenants hereof and will only disclose such information, documents and instruments to its duly authorized officers, members, directors, representatives, and agents (including consultants, attorneys and accountants of each party) and applicable governmental authorities in connection with any required notification or application for approval or exemption therefrom. Nothing in this Section, however, shall prohibit the use of such confidential information, documents or information for such governmental filings as in the opinion of Seller's counsel or Buyer's counsel are required by law or governmental regulations or are otherwise required to be disclosed pursuant to applicable state law or the filing of this Agreement with the Bankruptcy Court or pursuant to any Order of the Bankruptcy Court, including, without limitation, the Bid and Sale Procedures Order.

Section ~~10.02~~11.02 Cost of Transaction. Whether or not the transactions contemplated hereby shall be consummated, the Parties agree as follows: (a) the applicable Seller shall pay the fees, expenses and disbursements of such Seller and its Affiliates and their agents, representatives, accountants, and legal counsel incurred in connection with the subject matter hereof and any amendments hereto; (b) Buyer shall pay the fees, expenses and disbursements of Buyer and its Affiliates and their agents, representatives, accountants and legal counsel incurred in connection with the subject matter hereof and any amendments hereto; and (c) Buyer shall pay any state or local recording fees, deed, stamp, or other transfer taxes, filing fees, license fees, and any third-party consent or license fees associated with or assessed in connection with the conveyance of any of the Purchased Assets.

Section ~~10.03~~11.03 Announcements. The content of any communications to the public relating to the transaction that is the subject of this Agreement including, but not limited to, any letters to patients regarding such transaction, shall be mutually agreed to by Buyer and the applicable Seller.

Section ~~10.04~~11.04 Tax and Medicare Effect. None of the Parties (nor such Parties' counsel or accountants) has made or is making any representations to any other Party (nor such party's counsel or accountants) concerning any of the tax, Medicare or Medicaid effects of the transactions provided for in

this Agreement as each Party hereto represents that each has obtained, or may obtain, independent tax, Medicare and Medicaid advice with respect thereto and upon which it, if so obtained, has solely relied.

Section ~~10.05~~11.05 Survival. The obligations, representations or warranties which by their nature or content would continue beyond the Closing or the expiration or termination of this Agreement shall survive the Closing or any expiration or termination of this Agreement to the extent specifically provided for herein.

Section ~~10.06~~11.06 Notices. All notices, demands and other communications required or permitted hereunder shall be deemed sufficiently given if delivered in person, mailed by certified mail, postage prepaid, or sent via nationally recognized overnight carrier, as well as being sent simultaneously by e-mail, addressed as follows:

If to Buyer:

[c/o Arcadia Care](#)
[4655 W. Chase Avenue](#)
[Lincolnwood, IL 60712](#)
[Attn: Dovid Seitler](#)
[Email: dseitler@arcadialtc.com](#)

Copy to:

_____ [Gutnicki LLP](#)

[4711 Golf Road, Suite 200](#)
[Skokie, Illinois 60076](#)
[Attn: Stacy J. Flanigan](#)
[Email: sflanigan@gutnicki.com](#)

If to Seller:

c/o Christian Horizons
Attn: Kate Bertram, President and Shawn O'Conner, CRO
Two City Place Drive, 2nd Floor
St. Louis, Missouri 63141
Email: kbertram@chliving.org
sconner@hcmpllc.com

Copy to:

Dentons US LLP
Attn: Thomas Vandiver
101 South Hanley, Suite 600
St. Louis, Missouri 63105
Email: thomas.vandiver@dentons.com

or to such other address as either Party may designate by notice to the other Parties.

Section ~~10.07~~11.07 Assignment. Neither Party may assign its rights or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment in violation of this section shall be deemed void and of no force or effect, and a non-curable breach of this Agreement. Buyer may take title to certain or all assets at Closing through a nominee.

Section ~~10.08~~11.08 Successors and Assigns. This Agreement shall inure to the benefit of and bind the respective permitted successors and assigns of the Parties hereto. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the Parties to this Agreement or their respective successors or permitted assigns any legal or equitable right, remedy or claim under or in

respect of this Agreement or any provision contained herein, it being the intention of the Parties to this Agreement that the Agreement be for the sole and exclusive benefit of such Parties or such successors and assigns and not for the benefit of any other person. Notwithstanding the foregoing, the Parties expressly acknowledge the rights of and benefits accruing to the Bond Trustee hereunder.

Section ~~10.09~~11.09 Governing Law; Venue. The validity and construction of this Agreement shall be governed by the laws of the State of Missouri without regard to the conflicts of law rules thereof. The Parties hereby consent to jurisdiction and venue in the Federal or State courts situated in St. Louis County, Missouri including while the Chapter 11 cases are pending, the exclusive jurisdiction of the Bankruptcy Court, and hereby waive any objection to the jurisdiction of, or the venue of any action instituted in, such courts.

Section ~~10.10~~11.10 Attorneys' Fees. If legal action is commenced to enforce this Agreement, each Party shall pay its own costs and attorneys' fees in connection with any such action.

Section ~~10.11~~11.11 Severability. If any provision of this Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision, and, to this end, the provisions hereof are severable.

Section ~~10.12~~11.12 Section Headings. The Section headings are for reference only and shall not limit or control the meaning of any provision of this Agreement.

Section ~~10.13~~11.13 Waiver. No delay or omission on the part of any Party in exercising any right hereunder shall operate as a waiver of such right or any other right under this Agreement.

Section ~~10.14~~11.14 Amendments. This Agreement may be amended, but only in a writing signed by all Parties hereto and subject to any requisite approval by the Bankruptcy Court.

Section ~~10.15~~11.15 Exhibits and Schedules. All Exhibits and Schedules referred to in this Agreement are integral parts of this Agreement and are hereby incorporated into this Agreement as if fully set forth herein, and all statements appearing therein shall be deemed to be representations.

Section ~~10.16~~11.16 Entire Agreement. This Agreement, the Exhibits and the Schedules delivered pursuant hereto constitute the entire contract between the Parties hereto pertaining to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether written or oral, of the Parties, and there are no representations, warranties or other agreements between the Parties in connection with the subject matter hereof or thereof, except as specifically set forth herein or therein. The Parties specifically acknowledge that in entering into and executing this Agreement, the Parties rely solely upon the representations and agreements contained in this Agreement, and all prior representations or agreements, whether written or verbal, not expressly incorporated herein are superseded.

Section ~~10.17~~11.17 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall comprise one and the same instrument. Signature pages exchanged by email shall be fully binding on the Parties.

Section ~~10.18~~11.18 WAIVER OF JURY TRIAL. BUYER, AND SELLER HEREBY WAIVE ANY RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM IN CONNECTION WITH ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY CONTRACT OR INSTRUMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, EVENTS LEADING UP TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES' PERFORMANCE OF THIS AGREEMENT, OR ANY CLAIM OF INJURY OR DAMAGE RELATING TO THE FOREGOING OR THE ENFORCEMENT OF ANY REMEDY HEREUNDER.

[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Asset Purchase Agreement as of the Execution Date.

BUYER:

CH Arcadia Holdco, LLC,
~~A[n]~~ _____

an Illinois limited liability company

By: _____
~~{Name}{Title}~~ Dovid Seitler, Manager

SELLER:

SELLER: LIST OUT EACH SELLER

CHRISTIAN HOMES,
INC.,

~~a[n] [Illinois][Indiana][Iowa][Missouri] [not for-
profit][nonprofit] corporation~~
an Illinois not-for-profit corporation

By: _____
Kate Bertram
President and Chief Executive Officer

LEWIS MEMORIAL CHRISTIAN VILLAGE
an Illinois not-for-profit corporation

By: _____
Kate Bertram
President and Chief Executive Officer

SENIOR CARE PHARMACY SERVICES LLC,
an Illinois limited liability company

By: _____
Kate Bertram
President and Chief Executive Officer

HICKORY POINT CHRISTIAN VILLAGE, INC.
(f/k/a Fair Havens Christian Homes Inc.), an Illinois
not-for-profit corporation

By: _____
Kate Bertram
President and Chief Executive Officer

RIVER BIRCH CHRISTIAN VILLAGE, LLC,
an Illinois limited liability company

By: _____
Kate Bertram
President and Chief Executive Officer

Exhibit 3.02(a)

BILL OF SALE OF PERSONAL PROPERTY

This Bill of Sale is made and executed as of the ____ day of _____, 2024, by and between _____, a[n] [Illinois][Indiana][Iowa][Missouri] [not-for-profit][nonprofit] corporation] [limited liability company] (“*Seller*”) and _____, a[n] _____ (“*Buyer*”).

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of [____], 2024 by and between Seller and Buyer (the “*Purchase Agreement*”), Seller has agreed to sell to Buyer free and clear of all liens and encumbrances, except with respect to any lien or encumbrance arising out of or related to any liability of Seller assumed by Buyer pursuant to the Purchase Agreement, and Buyer has agreed to purchase from Seller, all of Seller’s right, title and interest in and to the Assets, as that term is defined in the Purchase Agreement, for the consideration in the amount and on the terms provided therein.

NOW THEREFORE, in consideration of the premises and of the mutual representations, warranties, covenants and agreements set forth herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Capitalized Terms**. All capitalized terms used and not otherwise defined in this Bill of Sale shall have the meanings ascribed to them in the Purchase Agreement.

2. **Sale and Transfer of Acquired Assets**. Seller hereby sells, assigns, transfers, conveys, grants and delivers to Buyer, free and clear of all liens and encumbrances, except with respect to any lien or encumbrance arising out of or related to any liability of Seller assumed by Buyer pursuant to the Purchase Agreement, all of Seller’s right, title and interest in and to the Assets, but only to the extent such Assets are to be transferred under the Purchase Agreement at Closing.

3. **Warranty of Ownership**. Seller warrants that Seller is the legal owner of the Assets and that the Assets are transferred free and clear of all liens and encumbrances, except with respect to any lien or encumbrance arising out of or related to any liability of Seller assumed by Buyer pursuant to the Purchase Agreement.

4. **Further Acts Required**. Seller covenants that at the request of Buyer it will promptly do or cause to be done all such further acts, and shall execute and deliver, or cause to be executed and delivered, all transfers, assignments and conveyances, evidences of title, notices, consents and assurances necessary or desirable to put Buyer in actual possession and control of the Assets, or as Buyer shall reasonably require to better assure and confirm title of Buyer to the Assets.

5. **Purchase Agreement**. Nothing in this Bill of Sale shall be deemed to supersede, enlarge or modify any of the provisions of the Purchase Agreement, all of which survive the execution and delivery of this Bill of Sale as provided and subject to the limitations set forth in the Purchase Agreement. If any conflict exists between the terms of this Bill of Sale and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

6. Notices. All notices or other communications or deliveries provided for under this bill of sale shall be given as provided in the Purchase Agreement.

7. Caption Headings and Construction of Agreement. The caption headings are used in this bill of sale only as a matter of convenience and for reference and do not define, limit or describe the scope of this bill of sale nor the intent of any provisions.

8. Applicable Law. This bill of sale is made and entered into in the State of [Illinois][Indiana][Iowa][Missouri] and shall be construed and enforced in accordance with the laws of such state.

9. Successors and Assigns. The provisions of this Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed under seal in its name as of the date first above written.

SELLER:

_____,
a[n] [Illinois][Indiana][Iowa][Missouri][not-for-profit][nonprofit]
corporation

By: _____
[Name]
[Title]

Exhibit 3.02(b)

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “**Agreement**”) is made and entered into as of the ____ day of _____, 2024 (the “**Effective Date**”), by and between by and between _____, a[n] [Illinois][Indiana][Iowa][Missouri] [not-for-profit][nonprofit] corporation] (hereinafter referred to as “**Assignor**”) and _____, a[n] _____ (hereinafter referred to as “**Assignee**”).

WHEREAS, pursuant to that certain Asset Purchase Agreement dated _____, 2024, (the “**Purchase Agreement**”) by and between Assignor and Assignee, Assignor is selling and conveying to Assignee certain of Assignor’s assets (the “**Assets**”) used in connection with Assignor’s operation of _____, a senior living community located in _____, [Illinois][Indiana][Iowa][Missouri] (the “**Facility**”);

WHEREAS, in connection with the sale, Assignor has agreed to assign to Assignee all of Assignor’s right, title and interest in and to executory contracts and certain intangible assets of Assignor used in connection with Assignor’s operation of the Facility (the “**Assignor’s Business**”), and Assignee has agreed to assume all of the duties and obligations of the Assignor with respect to such executory contracts and intangible assets arising from and after the date hereof; and

WHEREAS, also pursuant to the Purchase Agreement, Assignee has agreed to assume certain liabilities and obligations of Assignor (the “**Assumed Liabilities**”).

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) paid by Assignee to Assignor, the receipt of which is hereby acknowledged, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns to Assignee all of its right, title and interest in and to executory contracts identified in Exhibit “A” attached hereto and incorporated herein by this reference (the “**Executory Contracts**”), and further assigns and delegates to Assignee all of Assignor’s rights, duties, obligations and covenants contained in such Executory Contracts. Assignee hereby assumes and agrees to perform and discharge all duties, obligations and covenants contained in the Executory Contracts.

2. Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in, to and under the following intangible property owned by Assignor and used in connection with Assignor’s Business (collectively, the “**Intangibles**”):

a. All licenses, permits, certifications, certificates of need, and accreditations held by Assignor relating to the ownership, development and operation of Assignor’s Business (including any applications and pending approvals), to the extent assignable (the “**Licenses**”);

b. All intellectual property used in the operation of Assignor’s Business, facilities and properties (the “**Intellectual Property**”), including, but not limited to, the items listed on Exhibit “B” attached hereto and incorporated herein by this reference;

c. All paper and/or electronic resident records relating to Assignor's past and present residents of the Facility;

d. All manufacturers' and vendors' warranties relating to the Assets, to the extent transferable, and rights and claims that may be asserted by (but not against) Assignor related to the Assets;

e. All personnel records relating to employees of Assignor's Business who are hired by Assignee (to the extent such records are transferable under applicable law), equipment records, documents, catalogs, books, records, files, operating manuals, and other records relating to the Assets (but excepting any documents or records relating to Assignor's tax returns and Assignor's internal corporate affairs); and

f. All goodwill associated with the Assets;

3. Assignee hereby assumes and agrees to perform all covenants, agreements and undertakings of Assignor, arising from and after the date hereof, under the Intangibles.

4. Assignee hereby agrees to indemnify, defend and hold harmless Assignor from any claim, cause of action, loss, damage or expense (including without limitation reasonable attorneys' fees and court costs) resulting from any breach by Assignee of its obligations under the Executory Contracts or the Intangibles or any claim of such breach arising out of or based on events from and after the Effective Date. Assignor hereby agrees to indemnify, defend and hold harmless Assignee from any claim, cause of action, loss, damage or expense (including without limitation reasonable attorneys' fees and court costs) resulting from any breach by Assignor of its obligations under the Executory Contracts or the Intangibles or any claim of such breach arising out of or based on events prior to the Effective Date.

5. Assignee hereby assumes and agrees to be personally liable for all liabilities and obligations arising under the Executory Contracts from and after the Effective Date.

Any creditor of Assignee with respect to the Assumed Liabilities may enforce its rights against Assignor directly, without any obligation to proceed against Assignee.

6. This Agreement may be executed in one or more counterparts, and by electronically transmitted signature, and each counterpart and signature shall be deemed to be an original and all of which together shall constitute one agreement that is binding on all parties.

[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption Agreement as of the day and year first above written.

ASSIGNOR:

_____,
a[n] [Illinois][Indiana][Iowa][Missouri][not-for-profit][nonprofit] corporation

By: _____
[Name], [Title]

ASSIGNEE:

_____,
a[n] _____

By: _____
[Name], [Title]

Exhibit 3.02(c)

FORM OF DEED

[Attached.]

[SPACE ABOVE THIS LINE IS FOR RECORDING INFORMATION]

a[n] [not-for-profit][nonprofit]

to

a[n] [Illinois][Indiana][Iowa][Missouri]

QUIT CLAIM DEED

Dated: As of [____], 2024

Location:

County:

UPON RECORDATION RETURN TO:

Dentons US LLP
101 S. Hanley, Suite 600
St. Louis, Missouri 63105
Attention: Thomas K. Vandiver

QUIT CLAIM DEED

This Quit Claim Deed, made this ____ day of _____, 2024, _____, a[n] [Illinois][Indiana][Iowa][Missouri] [not-for-profit][nonprofit] corporation], (“Grantor”), and _____, a[n] _____ (“Grantee”), WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, by Grantee, the receipt of which is hereby acknowledged, by these presents does REMISE, RELEASE, ALIENATE AND CONVEY unto the Grantee, FOREVER, all the following described real estate, situated in the County of _____ and State of [Illinois][Indiana][Iowa][Missouri], known and described as follows, to wit (the “Premises”):

See Schedule 1 attached hereto and made a part hereof, together with all improvements and fixtures located thereon and owned by Grantor as of the date hereof and any rights, privileges and appurtenances pertaining thereto.

TO HAVE AND TO HOLD the said Premises as described above, with the appurtenances unto the Grantee, forever.

This is a Quit Claim Deed. Grantor makes no representations whatsoever, express or implied, regarding the Premises, this Deed or any other matters.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, Grantor executed this Quit Claim Deed the day and year first above written.

GRANTOR:

_____,
a[n] [Illinois][Indiana][Iowa][Missouri] [not-for-profit][nonprofit]

By: _____
[Name], [Title]

STATE OF _____)

)

COUNTY OF _____)

On _____, 2024, before me, the undersigned, a notary public in and for said State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

_____, Notary Public

Printed Name: _____

My Commission Expires:

Send Subsequent Tax Bills to:

*I affirm under penalties of perjury, that I have taken reasonable care to redact each social security number in this document unless required by law. This instrument is prepared by _____. **[NTD: this clause is only required for recordation in Indiana; confirm form of Quit Claim Deed with local title company]***

SCHEDULE 1 TO QUIT CLAIM DEED
LEGAL DESCRIPTION

[To be inserted.]

Schedule 1 to Asset Purchase Agreement

Facilities/Assets to be Purchased

Hickory Point Christian Village, 160 bed CCRC

Lewis Memorial Christian Village, 196 CCRC

River Birch Living, 42 unit AL/MC

The Christian Village, 63 units IL, 12 units AL/MC

Senior Care Pharmacy

Schedule 2.01(a) to Asset Purchase Agreement

DESCRIPTION OF REAL PROPERTY

[To be inserted.]

Schedule 2.01(dg) to Asset Purchase Agreement

CONTRACTS

INTELLECTUAL PROPERTY

[To be inserted.]

Schedule ~~2.01~~2.02(fb) to Asset Purchase Agreement

PREPAID EXPENSES AND CREDITS

INTELLECTUAL PROPERTY

[To be inserted.]

Schedule 2.02(d) to Asset Purchase Agreement

DEPOSIT ACCOUNTS

Schedule 2.03(c) to Asset Purchase Agreement

ENTRANCE FEE LIABILITIES

Schedule 2.07 to Asset Purchase Agreement

ALLOCATION

Schedule ~~4.024.05~~ to Asset Purchase Agreement

~~CONTRACT VIOLATIONS~~ MATERIAL CONTRACTS

[To be inserted.]

Schedule ~~4.084.07~~ to Asset Purchase Agreement

LITIGATION PROCEEDINGS

PERMITS AND REGULATORY APPROVALS

[To be inserted.]

Schedule ~~4.10(b)~~4.08 to Asset Purchase Agreement

GOVERNMENTAL NOTICES LITIGATION PROCEEDINGS

[To be inserted.]

Schedule ~~4.124.11~~ to Asset Purchase Agreement

EMPLOYEESEMPLOYEE RELATIONS

[To be inserted.]

Schedule ~~6.014.12~~ to Asset Purchase Agreement

REGULATORY APPROVALSINSURANCE POLICIES

Schedule ~~6.024.14~~ to Asset Purchase Agreement

~~THIRD-PARTY CONSENTS~~ COVID FUNDS

Schedule ~~7.01(e)~~6.05 to Asset Purchase Agreement

MATERIAL CONSENTS

ASSUMED CONTRACTS AND REJECTED CONTRACTS

Summary report:	
Litera Compare for Word 11.4.0.111 Document comparison done on 10/9/2024 5:02:21 PM	
Style name: Underline Strikethrough	
Intelligent Table Comparison: Active	
Original filename: C:\Users\soulson\OneDrive - Dentons\Desktop\KMJ Redlines\Christian Horizons - Form of Asset Purchase Agreement - Section 363 Bid(127219192.9).docx	
Modified filename: C:\Users\soulson\OneDrive - Dentons\Desktop\KMJ Redlines\Christian Horizons - Arcadia_Aperion – Asset Purchase Agreement – Section 363 Bid(127985912.5).docx	
Changes:	
<u>Add</u>	174
Delete	192
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	3
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	369

EXHIBIT C-1

Illinois SLF Properties Stalking Horse APA

ASSET PURCHASE AGREEMENT

by and among

Washington Village Estates, LLC,
Wabash Estates, LLC and
Wabash Christian Village Apartments, LLC

each, as a Seller, and collectively, Sellers

and

RNG BEH CN CL MG LLC as Buyer

dated as of October 8, 2024

EXHIBITS LIST

Exhibit 3.02(a) - Bill Of Sale Of Personal Property

Exhibit 3.02(b) - Assignment and Assumption Agreement

Exhibit 3.02(c) - Form of Quit Claim Deed

Exhibit 3.04(a) - HUD Change of Ownership Review Checklist

Exhibit 7.01(b) – Form of Sale Order

DISCLOSURE SCHEDULES

Schedule 1 to Asset Purchase Agreement – Facilities to be Purchased

Schedule 2.01(a) to Asset Purchase Agreement - Description of Real Property

Schedule 2.01(g) to Asset Purchase Agreement – Intellectual Property

Schedule 2.02(b) to Asset Purchase Agreement – Prepaid Expenses and Credits Related to Assumed Liabilities

Schedule 2.02(d) to Asset Purchase Agreement – Deposit Accounts

Schedule 2.03(d) to Asset Purchase Agreement – Liabilities

Schedule 2.07 to Asset Purchase Agreement – Allocation

Schedule 4.05 to Asset Purchase Agreement – Material Contracts

Schedule 4.07 to Asset Purchase Agreement – Permits and Regulatory Approvals

Schedule 4.08 to Asset Purchase Agreement – Litigation Proceedings

Schedule 4.11 to Asset Purchase Agreement – Employee Relations

Schedule 4.12 to Asset Purchase Agreement – Insurance Policies

Schedule 4.15 to Asset Purchase Agreement – Residency Agreements

Schedule 6.05 to Asset Purchase Agreement – Assumed Contracts and Rejected Contracts

Schedule 8.01(g) to Asset Purchase Agreement – Employee Benefit Plans

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this “*Agreement*”) is made and entered into effective as of October 8, 2024 (the “*Execution Date*”) by and among the undersigned seller entities (individually a “*Seller*” and collectively, the Sellers) and RN GBEH CN CL MG LLC, a New Jersey limited liability company (“*Buyer*”). Buyer and Seller are sometimes referred to herein individually as a “*Party*” and collectively as the “*Parties*.”

RECITALS:

A. Each Seller owns and operates a senior living community or other business as set forth on **Schedule 1** hereto (individually, a “*Facility*” and collectively, the “*Facilities*”, as further defined in Article I below).

B. On July 16, 2024 (the “*Petition Date*”), the Sellers and certain of their Affiliates each filed a voluntary petition for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.* (the “*Bankruptcy Code*”) in the United States Bankruptcy Court for the Eastern District of Missouri (the “*Bankruptcy Court*”), commencing jointly administered bankruptcy cases captioned *In re Midwest Christian Villages, Inc., et al.*, under lead case number 24-42473-659 (the “*Bankruptcy Case*”).

C. The Sellers and their co-debtor Affiliates in the Bankruptcy Case continue to own and operate the Facilities during the pendency of the Bankruptcy Case as debtors in possession under and pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

D. Upon the terms and subject to the conditions set forth in this Agreement, and as may be authorized under Sections 105, 363 and 365 of the Bankruptcy Code, each Seller wishes to sell to Buyer, and Buyer wishes to purchase from the Sellers all of the Purchased Assets (as hereinafter defined), and Buyer is willing to assume all of the Assumed Liabilities (as hereinafter defined), relating to or used in connection with the Facilities.

E. The transactions contemplated by this Agreement are subject to the approval of the Bankruptcy Court and will be consummated pursuant to and in accordance with the Bid and Sale Procedures Order and a Sale Order (each as defined below) entered by the Bankruptcy Court pursuant to Sections 105(a), 363, 365 and other applicable provisions of the Bankruptcy Code.

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

ARTICLE I DEFINITIONS

Unless the context otherwise clearly and unambiguously requires, capitalized terms shall have the meanings prescribed to them herein.

“*Accrued PTO*” shall have the meaning set forth in Section 8.01(c).

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, notice of violation, proceeding, litigation, citations, summons or subpoena, whether civil, criminal, administrative, regulatory, or otherwise, and whether at law or in equity.

“**Affiliate**” means, as to the entity in question, any entity that directly or indirectly controls, is controlled by or is under common control with, the entity in question and the term “control” means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity whether through ownership of voting securities, by contract or otherwise.

“**Affiliate of Seller**” or “**Seller and/or its Affiliates**” shall mean any Affiliate of Seller or the operator of any of the Facilities.

“**Alternative Transaction**” shall have the meaning set forth in Section 9.01(a).

“**Assignment and Assumption Agreements**” shall have the meaning set forth in Section 3.02(b).

“**Assumed Contracts**” shall have the meaning set forth in Section 2.01(d).

“**Assumed Liabilities**” shall have the meaning set forth in Section 2.03.

“**Bankruptcy Case**” shall have the meaning set forth in the Recitals.

“**Bankruptcy Code**” shall have the meaning set forth in the Recitals.

“**Bankruptcy Court**” shall have the meaning set forth in the Recitals.

“**Bankruptcy Rules**” means the Bankruptcy Rules of Civil Procedure and any local or other rules that applicable to the Bankruptcy Court.

“**Bid and Sale Procedures**” has the meaning specified in the Bid and Sale Procedures Order.

“**Bid and Sale Procedures Order**” means the Order of the Bankruptcy Court (including all schedules thereto) approving the Bid and Sale Procedures entered on July 29, 2024 [Dkt. No. 102], including those procedures granting Buyer the protections and benefits set forth in such Order.

“**Bills of Sale**” shall have the meaning set forth in Section 3.02(a) hereof and substantially in the form set forth in Exhibit 3.02(a) hereto.

“**Bond Trustee**” means UMB Bank, N.A., not individually, but solely in its capacities as successor master trustee and successor bond trustee with respect to certain obligations and bonds issued by or for the benefit of certain of the Sellers and/or their Affiliates that are members of the Obligated Group formed under and pursuant to that certain Master Indenture, dated as of June 1, 2007 (as amended or supplemented from time to time), among such Obligated Group and UMB Bank, N.A., as successor master trustee.

“**Break-Up Fee**” shall have the meaning set forth in Section 9.01(a)(iv).

“**Business**” means Seller’s use and operation of the Purchased Assets at the applicable Facility as a senior living community.

“**Business Day**” means any day except Saturday, Sunday or any other day on which commercial banks located in New York, New York or St. Louis, Missouri are authorized or required by Law to be closed for business.

“**Buyer**” shall have the meaning set forth in the Preamble.

“**Buyer Closing Certificate**” shall have the meaning set forth in Section 3.02(d).

“**Casualty Loss**” shall have the meaning set forth in Section 6.08.

“**Casualty Notice**” shall have the meaning set forth in Section 6.08.

“**Claims**” means, with respect to the period prior to the Closing Date, any right to payment from Sellers, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, legal, equitable, secured or unsecured, known or unknown; or any right to an equitable remedy for breach of performance if such breach gives rise to a right of payment from Sellers, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

“**Closing**” shall have the meaning set forth in Section 3.01.

“**Closing Date**” shall have the meaning set forth in Section 3.01.

“**Closing Statement**” shall have the meaning set forth in Section 3.02(g).

“**Conditions Satisfaction Deadline**” shall have the meaning set forth in Section 9.01(a).

“**Consents**” shall have the meaning set forth in Section 6.02.

“**Contracts**” means all contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments, and legally binding arrangements, whether written or oral.

“**Cure Amount**” means the amount determined in an order of the Bankruptcy Court required to be paid to have an Assumed Contract that the Buyer wants assumed and assigned to it which Cure Amount shall be paid by Buyer.

“**Deeds**” shall have the meaning set forth in Section 3.02(c).

“**Deposit Accounts**” shall have the meaning set forth in Section 2.02(d).

“**Dollars**” or “**\$**” means the lawful currency of the United States of America.

“**Due Diligence Materials**” shall have the meaning set forth in Section 5.07.

“**Effective Time**” shall have the meaning set forth in Section 3.01.

“**Encumbrances**” shall mean all security interests, liens, pledges, claims, charges, encumbrances, rights of first refusal, conditional sales agreements, options, mortgages, indentures or other covenants, agreements or obligations affecting title to any of the Purchased Assets (except, in the case of the Real Property, those matters (i) of public record that do not constitute mortgages, deeds of trust or other monetary liens for liquidated amounts, (ii) disclosed on any survey delivered by Seller to Buyer, or (iii) constituting rights of way, easements and other grants or restrictions that do not interfere with use of the Facility for its intended purpose).

“**Environmental Claim**” means any Action, governmental Order, lien, fine, penalty, or, as to each, any settlement or judgment arising therefrom, by or from any Person alleging liability of whatever kind or nature (including liability or responsibility for the costs of enforcement proceedings, investigations, cleanup, governmental response, removal or remediation, natural resources damages, property damages, personal injuries, medical monitoring, penalties, contribution, indemnification and injunctive relief) arising out of, based on or resulting from (a) the presence, release of or exposure to any Hazardous Materials or (b) any actual or alleged non-compliance with any Environmental Law.

“**Environmental Law**” means any applicable Law: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials. The term “Environmental Law” includes, without limitation, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 *et seq.*; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 *et seq.*; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 *et seq.*; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 *et seq.*; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 *et seq.*; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 *et seq.*; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 *et seq.*

“**Escrow Agent**” means Chicago Title and Trust.

“**Escrow Deposit**” shall have the meaning set forth in Section 2.06(a).

“**Escrow Deposit Agreement**” shall have the meaning set forth in Section 2.06(a).

“**Excluded Assets**” shall have the meaning set forth in Section 2.02.

“**Excluded Liabilities**” shall have the meaning set forth in Section 2.04.

“**Execution Date**” shall have the meaning set forth in the preamble.

“**Facility**” and “**Facilities**” shall mean the following properties in which the applicable Seller conducts business operations:

- (i) Washington Village Estates - 1150 Newcastle Rd. Washington, Illinois 61571 (“Washington Village”).
- (ii) Wabash Estates - 532 Abelson Drive, Carmi, Illinois 62821 (“Wabash Estates”).
- (iii) Wabash Christian Apartments (548 Abelson Drive, Carmi, Illinois 62821 (“Wabash Apartments”).

“**Facility Employees**” shall have the meaning set forth in Section 4.11.

“**Final Order**” means an Order or judgment: (i) as to which the time to appeal, petition for certiorari or move for review or rehearing has expired and as to which no appeal, petition for certiorari or other proceeding for review or rehearing is pending, or such an appeal has been rendered statutorily moot pursuant to Section 363(m) of the Bankruptcy Code or (ii) if an appeal, writ of certiorari, reargument or rehearing has been filed or sought, and a stay pending appeal has been entered, the Order or judgment has been affirmed by the highest court to which such Order or judgment was appealed or certiorari has been denied, or reargument or rehearing shall have been denied or resulted in no modification of such Order or judgment, and the time to take any further appeal or to seek certiorari or further reargument or rehearing has expired; provided that the theoretical possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such Order or judgment shall not prevent such Order or judgment from being considered a Final Order.

“**Financial Statements**” shall have the meaning set forth in Section 4.13.

“**Government Entity**” means any government or branch or division thereof, including any agency, bureau, board, directorate, commission, court, department, official, political subdivision, tribunal or other instrumentality of any government, whether federal, state or local.

“**Hired Employees**” shall have the meaning set forth in Section 8.01(b).

“**HUD**” means the U.S Department of Housing and Urban Development.”

“**HUD Debt**” means the total unpaid balance of the loans made by Lument and insured by HUD in favor of the Sellers and secured by mortgages and blanket security interests on all assets of the HUD Facilities, including any attorneys’ fees due and payable under the Lument Loan Documents, and any prepayment premium that may be due under the Lument Loan Documents.

“**HUD Facilities**” shall have the meaning set forth in Section 2.12.

“**Insurance Policies**” shall have the meaning set forth in Section 4.12.

“**Intangible Personal Property**” shall have the meaning set forth in Section 2.01(b).

“Intellectual Property Assets” means all intellectual property and intellectual property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, pursuant to the Laws of any jurisdiction throughout the world, whether registered or unregistered, including without limitation the items listed in Schedule 2.01(g).

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

“Inventory” shall have the meaning set forth in Section 2.01(c).

“IRS” means the Internal Revenue Service.

“IT Assets” means, to the extent reasonably transferable, (i) computer software code (in all media) and materials, including all software programs; (ii) computer software documentation, including user materials; and (iii) all other unused or reusable materials, stores, and supplies related to computer software.

“Knowledge of Buyer” or **“Buyer’s Knowledge”** or any other similar knowledge qualification, means the actual knowledge of Steven Feldman.

“Knowledge of Sellers” or **“Sellers’ Knowledge”** or any other similar knowledge qualification, means the actual knowledge of Kate Bertram, Barb Shepard, Kenna Hudson and Shawn O’Conner.

“Law” means any statute, law, ordinance, regulation, rule, code, Order, constitution, treaty, common law, judgment, decree, other requirement, or rule of law of any governmental authority.

“Liabilities” means liabilities, obligations, or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute, or contingent, accrued or unaccrued, matured or unmatured or otherwise.

“Licenses” shall have the meaning set forth in Section 2.01(e).

“Lien” means any lien, charge, claim, pledge, security interest, conditional sale agreement or other title retention agreement, lease, mortgage, security interest, option, or other encumbrance.

“Loss” or **“Losses”** means losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees hereunder and the cost of pursuing any insurance providers; provided, however, that “Losses” shall not include punitive damages, except in the case of fraud or to the extent actually awarded to a governmental authority or other third party.

“Lument” means Lument Real Estate Capital, LLC, formerly known as Lancaster Pollard Mortgage Company.

“Lument Loan Documents” means the Mortgage Note, Mortgage, Security Agreement, and all related documents and documents referred to as ‘Loan Documents’ in the foregoing for each of the HUD Facilities.

“Material Consents” shall have the meaning set forth in Section 7.01(c).

“**Material Contracts**” shall have the meaning set forth in Section 4.05.

“**Non-HUD Loan Facility**” shall mean the facility known as Wabash Apartments.

“**Order**” means, with respect to any Person, any award, decision, injunction, judgment, stipulation, order, ruling, subpoena, writ, decree, consent decree or verdict entered, issued, made, or rendered by any government entity or the Bankruptcy Court affecting such Person or any of its properties.

“**Outside Closing Date**” means December 31, 2024, unless extended by mutual agreement of the Buyer and the Sellers.

“**Permitted Encumbrances**” means (i) Liens for Taxes not yet due and payable, (ii) easements, rights of way, zoning ordinances and other similar encumbrances affecting the Real Property which (x) are not, individually or in the aggregate, material to the Purchased Assets or the Business(es), (y) do not prohibit or interfere with the current operation of the Business(es), and (z) do not render title to any Real Property unmarketable or uninsurable, and (iii) any matters set out in a Title Insurance Commitment which Sellers are not obligated to remove in accordance with Section 2.10 hereof.

“**Permits and Regulatory Approvals**” means all permits, licenses, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from governmental authorities, all as identified in Schedule 4.07.

“**Person**” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

“**Petition Date**” shall have the meaning set forth in the Recitals.

“**Proration Time**” means 12:01 a.m. (Central Time) on the Closing Date.

“**Purchase Price**” shall have the meaning set forth in Section 2.05.

“**Purchase Price Allocation**” shall have the meaning set forth in Section 2.07.

“**Purchase Price Balance**” shall have the meaning set forth in Section 2.06(b).

“**Purchased Assets**” shall have the meaning set forth in Section 2.01. Purchased Assets shall not include Excluded Assets.

“**Real Property**” shall have the meaning set forth in Section 2.01(a).

“**Regulatory Agreement**” shall mean the Regulatory Agreement for Multifamily Housing Projects applicable for each HUD Facility, by and between the applicable Seller and HUD.

“**Rejected Contracts**” shall have the meaning set forth in Section 6.09(d)

“**Sale**” means the sale of the Purchased Assets in accordance with the Bid and Sale Procedures Order and subject to entry of the Sale Order as a Final Order.

“**Sale Hearing**” shall have the meaning given to such term in the Bid and Sale Procedures Order.

“**Sale Motion**” means the Debtors’ Motion for the Entry of (A) an Order (1) Approving Auction Sale Format and Bidding Procedures, (2) Approving Process for Discretionary Selection of Stalking Horse Bidder and Bid Protections, (3) Approving Form of Notice to be Provided to Interested Parties, (4) Schedule a Court Hearing to Consider Approval of the Sale to the Highest and Best Bidder, and (5) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases, and (B) an Order Authorizing the Sale of Property Free and Clear of All Claims, Liens and Encumbrances [Dkt. No. 013].

“**Sale Order**” means the Order of the Bankruptcy Court issued pursuant to Sections 363 and 365 of the Bankruptcy Court, authorizing and approving, among other things: (i) the sale, transfer and assignment of the Purchased Assets and the Assumed Liabilities to Buyer in accordance with the terms and conditions of this Agreement, free and clear of all Liens, Claims and Encumbrances and (ii) the assumption and assignment of the Assumed Contracts in connection therewith and as a part thereof, in substantially the form attached hereto as Exhibit 7.01(b).

“**Seller**” and “**Sellers**” shall have the meanings set forth in the preamble.

“**Seller Closing Certificate**” shall have the meaning set forth in Section 3.02(d).

“**Survey**” shall have the meaning set forth in Section 2.10(a).

“**Tax**” or “**Taxes**” means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

“**Tangible Personal Property**” shall have the meaning set forth in Section 2.01(b).

“**Title Insurance Commitment**” shall have the meaning set forth in Section 2.10(a).

“**Title Defect**” shall have the meaning set forth in Section 2.10(b).

“**Title Objection**” shall have the meaning set forth in Section 2.10(b).

“**Title Objection Response Deadline**” shall have the meaning set forth in Section 2.10(b).

“**Transaction Documents**” means this Agreement, the Bills of Sale, the Assignment and Assumption Agreements, the Deeds, any operations transition agreements, and the other agreements, instruments and documents required to be delivered at the Closing.

“*WARN Act*” means the federal Worker Adjustment and Retraining Notification Act of 1988, and similar state, local and foreign laws related to plant closings, relocations, mass layoffs and employment losses.

ARTICLE II SALE OF ASSETS

Section 2.01 Sale of Assets. Subject to the terms and conditions set forth in this Agreement and in the Sale Order, and subject to Bankruptcy Court approval and higher and better bids in accordance with the Bid and Sale Procedure Order and excepting the Excluded Assets, the applicable undersigned Seller hereby agrees to sell, convey, assign, transfer and deliver to Buyer, and Buyer, as a good faith purchaser for value within the meaning of Section 363(m) of the Bankruptcy Code, shall purchase from each such Seller, all right, title and interest of each such Seller in, and to all of the following assets, free and clear of all Liens, Claims and Encumbrances (collectively, the “*Purchased Assets*”):

- (a) The land, building(s), improvements and other related real estate interests that comprise the Facility more specifically described on Schedule 2.01(a) (collectively, the “*Real Property*”), together with all rights, privileges, and appurtenances pertaining to such real estate, including, without limitation, any and all rights of Seller, if any, in and to adjacent roads, alleys, easements, streets and ways, and all water rights, utility rights, mineral rights, development and air rights;
- (b) Tangible personal property owned by such Seller and used in the operation of the Business, including all equipment, furniture, fixtures, and leasehold improvements of such Seller (the “*Tangible Personal Property*”) and, to the extent assignable, intangible personal property related to the Businesses, including any warranties, zoning approvals, building permits, certificates, entitlements and approvals, and the right to use the common use name of each Facility; (the “*Intangible Personal Property*”);
- (c) Inventory and supplies usable or saleable in the operation of the Business, including, but not limited to, the inventory of food and consumables (the “*Inventory*”);
- (d) The Assumed Contracts listed on Schedule.6.05;
- (e) The Sellers’ National Provider Identified (NPI) numbers and other applicable provider numbers with any state or other governing body;
- (f) Licenses, permits, certifications, certificates of need, and accreditations held by Seller relating to the ownership, development and operation of the Business (including any applications and pending approvals), to the extent assignable (the “*Licenses*”);
- (g) Intellectual Property used in the operation of the Business, facilities and properties, including, but not limited to logos, trademarks and the items listed on Schedule 2.01(g), to the extent assignable;
- (h) The IT Assets;

- (i) Paper and/or electronic resident records relating to Seller's past and present residents of the Facility;
- (j) Manufacturers' and vendors' warranties and guaranties relating to the Purchased Assets, to the extent transferable, and rights and claims that may be asserted by (but not against) Seller related to the Purchased Assets;
- (k) Equipment records, documents, catalogs, books, records, files, operating manuals, procedures forms and other records relating to the Purchased Assets and the business or operations of the Facilities (but excepting any documents or records relating to Seller's tax returns and Seller's internal corporate affairs);
- (l) Goodwill associated with the Purchased Assets;
- (m) To the extent owned by the Seller or an Affiliate of Seller, all vehicles, appliances, maintenance equipment, supplies and tools, physical therapy equipment, medical apparatuses, ventilator units, computer hardware, computer software, computer switches and servers, telephones and telephone systems, kitchen equipment, patient or resident room furnishings, all site plans, surveys, plans and specifications, and floor plans in the possession of the Seller and other tangible property and assets that are located in the Facility or utilized in connection with the owning, operating or managing the operations of the Facility.
- (n) Sellers' (and, if applicable, any Affiliate of Seller's) leases, contracts and agreements with residents (the "*Residents*") of the Facilities (the "*Residency Agreements*"); and
- (o) The interest of Seller in all property of the foregoing types, arising or acquired by the applicable Seller in the ordinary course of the Business between the Execution Date and the Closing.

Section 2.02 Excluded Assets. Notwithstanding anything to the contrary set forth in Section 2.01 above, each Seller shall keep and retain title to and ownership of and shall not transfer, assign, convey or deliver to Buyer any asset not identified herein as a Purchased Asset, all of which shall remain the exclusive property of such Seller. Without limiting the generality of the foregoing, such non-Purchased Assets (collectively, the "*Excluded Assets*") shall include, without limitation:

- (a) Cash and cash equivalents, including, without limitation, stocks, bonds, commercial paper, and other securities and investments;
- (b) All prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of setoff, rights of recoupment, deposits, charges, sums and fees (including any such item relating to the payment of Taxes), except for any such amounts in connection with Assumed Liabilities identified on Schedule 2.02(b) or those pertaining to the period after the Effective Time.

- (c) Accounts receivable and notes receivable generated in connection with the operation of the Business prior to the Effective Time, including, without limitation, intercompany receivables;
- (d) Bank accounts of Seller set forth on Schedule 2.02(d) (collectively, the “*Deposit Accounts*”) and any records relating thereto;
- (e) (i) original Tax, accounting and financial records which pertain exclusively to the Excluded Assets or the Excluded Liabilities including, but not limited to, accounts receivable records, tax returns and related records, litigation files and records, and cost report records, (ii) all corporate or limited liability organizational records of Seller, including all charter documents, stock ledgers, minute books and other corporate records of Seller, and (iii) such other files, books and records which pertain exclusively to the Excluded Assets or the Excluded Liabilities or to the formation, existence or capitalization of Sellers;
- (f) Software that is not freely transferable by the terms of any license agreement respecting the same;
- (g) Refunds of any taxes to the extent the same relate to periods prior to the Closing Date;
- (h) All prepaid utility deposits and other deposits and refunds which are owed to, escrowed by, or the property of Seller;
- (i) Without limiting the generality of the foregoing clause (g), any and all payments or rights to payment arising out of, or in connection with, Employee Retention Credits, the Coronavirus Aid, Relief and Economic Security (CARES) Act, the Consolidated Appropriations Act of 2021 (CAA) or the American Rescue Plan Act (ARPA);
- (j) Any policies of insurance and/or interests in insurance pools and programs, and all claims made and rights to payment thereunder;
- (k) All Contracts other than Assumed Contracts and obligations thereunder;
- (l) Any benefit plans offered by Seller to Facility Employees or any assets relating thereto;
- (m) All cause or causes of action or claim or claims arising in connection with or relating to events that occurred prior to the Closing Date, and rights to recovery pursuant to all causes of actions and claims of Seller existing as of the Closing Date, but excluding any claim, causes of action, defense, setoff, or recoupment related to Assumed Contracts;
- (n) All work product, attorney-client and accountant-client privileged materials held or controlled by Seller;
- (o) Actions unrelated to the day-to-day operations of the Facility and all avoidance actions under Chapter 5 of the Bankruptcy Code;

- (p) All intercompany receivables; and
- (q) All rights accruing or to accrue to Sellers under this Agreement.

Section 2.03 Assumed Liabilities. As partial consideration for the transfer, assignment and delivery of the Purchased Assets to Buyer, and upon the terms and subject to the conditions set forth in this Agreement, Buyer shall assume, pay and perform the following liabilities and obligations of Seller (collectively, the “*Assumed Liabilities*”):

- (a) (i) The Cure Amounts and (ii), all Liabilities and obligations arising under the Assumed Contracts from and after the Effective Time;
- (b) All Liabilities arising from Accrued PTO and (ii) all Liabilities arising from and after the Effective Time, in each case for any Hired Employees;
- (c) Buyer to assume liability for all resident deposits that have either been transferred to Buyer by Seller on the Closing Date or for which Buyer has received a credit towards the Purchase Price at Closing.
- (d) Those Liabilities of the Sellers set forth in Schedule 2.03(d);
- (e) All liabilities and obligations created by this Agreement respecting Buyer; and
- (f) All other obligations and liabilities arising out of Buyer’s possession, use, ownership, transfer or other disposition of the Purchased Assets after the Effective Time.

Section 2.04 Excluded Liabilities; Non-Assumption of Liabilities. Except for the Assumed Liabilities, Buyer shall not assume, pay or perform any indebtedness, liabilities or other obligations of Seller (collectively, the “*Excluded Liabilities*”). Without limiting the generality of the foregoing, and except as otherwise provided herein, (i) Buyer shall not be required to assume and shall not have any liability or obligation with respect to any contract, liability or obligation, direct or indirect, absolute or contingent of Seller or to any other person, entity, or Seller Affiliate regarding any claims or litigation pending or later arising against Seller or any Seller Affiliate that are based on their actions or omissions, and (ii) under no circumstances shall Buyer be deemed to have agreed to or accepted Seller’s or any Seller Affiliate’s liability for any act, omission, or any other obligation of any nature whatsoever to any resident or resident representative (excepting any post-closing liabilities assumed by Buyer) or to the State, federal or local government for any liabilities related to cost report settlements, fines, penalties, overpayments or recoupments. In addition, in no event shall Buyer assume or be responsible or incur any liability whatsoever for any of the following items as they pertain to the period prior to the Closing: (i) any obligations to government or third-party payors arising from the operation of the Community; (ii) any and all accounts payable or other obligations accruing to and existing as of the Effective Date (including any capitalized lease obligations, which shall be paid off at or prior to Closing); (iii) any foreign, federal, state and local taxes or similar liabilities of Seller or any Affiliate, including any interest or penalties thereon, except for real property taxes; (iv) any liabilities or other obligations arising out of any actual or alleged breach, default, event of default or violation by Seller or any Affiliate, at any time prior to the Closing Date, of any contract, lease, agreement, or commitment; (v) any liabilities or other obligations of Seller or any Affiliate

incurred or arising or accruing before the Closing Date; (vi) any expenses paid or incurred by Seller or any Affiliate, including legal fees, relating to the preparation of or entering into and carrying into effect of this Agreement and the transactions contemplated hereby; (vii) any liability, claim or obligation, based in whole or in part on events or conditions occurring or existing in connection with, or arising out of, the ownership or operation of any Facility prior to the Closing Date; (viii) any amounts, including accounts payable, due from any Facility under other agreements, contracts indemnifications or businesses of Seller or any Affiliate unrelated to the applicable Facility; and (ix) all liabilities and obligations in respect of any accrued, but unpaid, wages, bonuses, vacation pay, severance pay, payroll taxes, unemployment insurance, workers' compensation, employee benefits and any shut down or layoff costs associated with any Facility, the employees of any Facility and accrued or incurred on or prior to the Closing Date.

Section 2.05 Purchase Price. The aggregate purchase price to be paid by Buyer to the Sellers for the Purchased Assets at the Closing shall be TEN MILLION NINE HUNDRED THOUSAND AND 00/100 DOLLARS (\$10,900,000.00) (the "**Purchase Price**"), plus (i) the assumption of the Assumed Liabilities and (ii) the Cure Amounts; less the HUD Debt, to the extent assumed by Buyer at Closing.

Section 2.06 Payment of Purchase Price; Escrow Deposit. Buyer shall make the following payments on account of the Purchase Price:

- (a) Buyer shall deliver to Escrow Agent, on or before the Execution Date, an earnest money deposit in the amount of \$250,000.00 (the "**Escrow Deposit**"), to be held by Escrow Agent pursuant to the terms of an escrow agreement in substantially the form attached as Exhibit 2.06(a) hereto (the "**Escrow Deposit Agreement**"). Upon Closing on the Non-HUD Loan Facility or termination of this Agreement, as applicable, the Escrow Deposit, together with accrued interest thereon, if any, shall be delivered to Sellers or Buyer in accordance with the applicable terms of this Agreement.
- (b) By Buyer assuming all of the obligations of Seller as borrower/mortgagor under the HUD Debt as provided in Section 2.12 hereof (the "**Loan Assumption**"), including all the obligations of Seller under the Lument Loan Documents, the amount equal to the unpaid principal balance of the HUD Debt as of the Closing Date shall be credited against the Purchase Price at Closing.
- (c) Buyer shall make payment of the balance of the Purchase Price, plus or minus prorations or adjustments as set forth herein (the "**Purchase Price Balance**"), at the Closing of the HUD Facilities by wire transfer to the Escrow Agent.

Section 2.07 Allocation of Purchase Price. The Parties have prepared the allocation schedule attached hereto as Schedule 2.07, and agree that the Parties shall allocate the Purchase Price (and all other capitalized costs) among the Purchased Assets for the applicable Seller, for Tax and accounting purposes only, in accordance with such Schedule 2.07 (the "**Purchase Price Allocation**"). Each Seller and Buyer each hereby covenant and agree that neither of them will take a position on any income tax return, before any Government Entity, or in any judicial proceeding that is in any way inconsistent with the allocation set forth on Schedule 2.07. Each party shall duly and timely file Form 8594 with its appropriate tax returns. For the avoidance of doubt, the Purchase Price Allocation is not binding on any party for any other purpose.

Section 2.08 Taxes, Fees and Expenses. Buyer shall be responsible for and shall pay all applicable sales taxes, grantor's taxes, recordation fees and all other similar taxes arising out of the consummation of the transactions contemplated hereby, and any other fees and expenses associated with the transfer of the Purchased Assets as contemplated herein. Each Seller shall be responsible for and shall pay any income tax of such Seller as a result of the transactions contemplated herein. Except as set forth in the immediately preceding sentence, each of Buyer and the applicable Seller shall pay its own costs incurred in connection with the transactions contemplated herein, including reasonable attorneys' fees and due diligence expenses.

Section 2.09 Apportionment of Expenses; Prorations.

- (a) All expenses arising from the ownership of the Purchased Assets shall be apportioned between Buyer and the applicable Seller as of the Effective Time, in accordance with the principle that the Buyer shall only be responsible for all expenses and obligations arising from the ownership of the Purchased Assets at or after such time. All real estate and personal property taxes respecting the Purchased Assets shall be prorated as of the Closing.
- (b) The following items shall be prorated among Buyer and the applicable Seller as of the Proration Time and paid or credited at the Closing, as shall be set forth on the Closing Statement:
 - (i) All state, county, city, school, ad valorem and other local real and personal property taxes and assessments and business personal property taxes relating to or assessed against the Real Property or the Business(es) (the "*Real Estate Taxes*");
 - (ii) Any utilities or other periodic charges that cannot be changed to Buyer or Buyer's designee's account by the Closing Date;
 - (iii) Prepayments made by the Sellers for services relating to the Business(es) and provided after the Proration Time, which shall be credited to the Sellers;
 - (iv) Provider taxes, privilege Texas or so-called bed taxes or similar taxes and fees, howsoever designated; and
 - (v) Any rents ("*Rents*") due under the Residency Agreements. If any Resident under any of the Residency Agreements is in arrears in the payment of Rent on the Closing, Rents received from such resident after the Closing shall be applied in the following order of priority: (i) to Seller and Buyer in an amount equal to their proportionate share of such rents owing by such resident in respect of the month in which the Closing occurred, (ii) to Buyer, in an amount equal to all Rent owing by such Resident to Buyer in respect of all the periods after the month in which the Closing occurred, and (iii) to Seller, in an amount equal to all delinquent Rent owing by such Resident to Seller in respect of all the calendar months preceding the Closing. If Rents or any portion thereof received by Seller or Buyer after the Closing are payable to the other party by reason of this allocation, the appropriate sum, less a proportionate share of any reasonable attorneys' fees, costs and expenses of collection thereof, shall be promptly paid to the other party, which obligation shall survive the Closing. Seller may not commence a legal action to recover pre-closing Rent arrearages from the Residents after the Closing Date.

Section 2.10 Title Insurance Commitment; Survey.

- (a) The Parties acknowledge that, prior to the Execution Date, the applicable Seller has delivered to Buyer (i) a commitment for title insurance, along with copies of all easements and building and use restriction identified in the commitment (collectively, the “***Title Insurance Commitment***”) and (ii) ALTA/NSPS as-built surveys (collectively, the “***Surveys***”) for the Real Property. Buyer hereby waives any right to provide a Title Objection (as defined below) with respect to the Title Insurance Commitment and Surveys provided to Buyer prior to the Execution Date.
- (b) If Buyer desires an updated Title Insurance Commitment or updated Surveys (“***Updated Title Work***”), then Buyer shall pursue and order such Updated Title Work at its sole cost and expense by no later than five (5) days after the Execution Date. If the Updated Title Work discloses title exceptions or matters (i) not identified in the Title Insurance Commitment and Surveys delivered pursuant to paragraph (a) and (ii) in the reasonable judgment of Buyer, render title uninsurable or unmarketable, or otherwise adversely affect the use of the Real Property to conduct the Business (a “***Title Defect***”), then Buyer shall deliver to the Seller a written statement of any such Title Defects (a “***Title Objection***”) no later than seven (7) Business Days after its receipt of the Updated Title Work; provided that (i) any objections to Title Defects not timely delivered as aforesaid will be waived and (ii) any matter disclosed in the Updated Title Work and not identified in a timely Title Objection shall be deemed a Permitted Encumbrance. If the applicable Seller timely receives such a Title Objection, such Seller shall elect, in a written response to Buyer delivered within five (5) Business Days of such Seller’s receipt of the Title Objection (the “***Title Objection Response Deadline***”) to (i) cure any or all of the Title Defects identified in such Title Objection or (ii) not cure such Title Defects; provided that, if the applicable Seller does not deliver its response prior to the Title Objection Response Deadline, then such Seller shall be deemed to have elected to cure the Title Defects. If Seller elects not to cure any of the Title Defects identified in the Title Objection, then Buyer may elect to terminate this Agreement by giving Sellers within five (5) Business Days after receipt of the applicable Seller’s election not to cure such Title Defects; provided that, if Buyer does not timely make such an election, then such Title Defects shall be deemed Permitted Encumbrances hereunder.
- (c) Buyer acknowledges and agrees that (i) Sellers may elect to address any identified Title Defects through the Sale Motion, whereby holders of Liens, Claims and Encumbrances may be adequately protected by having such Liens, Claims or Encumbrances attach to the portion of the Purchase Price ultimately attributable to the Purchase Assets against or in which such holders claim an interest, with the same validity, force, effect and priority which they had against such Purchased Assets as of the Execution Date, subject to any claims and defenses that Sellers or their estates may assert with respect thereto and (ii) notwithstanding anything herein to the contrary, all Liens, Claim and Encumbrances that can be satisfied by the payment of money shall be addressed in the Sale Order. Notwithstanding the foregoing, Seller shall be obligated to remove all title exceptions

which may be removed by payment of a liquidated sum, including but not limited to violations, Liens or judgments.

Section 2.11 Third Party Consents. To the extent that Sellers' rights under any contract or permit constituting a Purchased Asset, or relating to a Purchased Asset, may not, pursuant to Section 365 of the Bankruptcy Code, be assigned to Buyer without the consent of another Person, which consent has not been obtained, nothing set forth in this Agreement shall constitute an agreement by Sellers to assign or cause the assignment of same if an attempted assignment would constitute a breach of such contract or permit, or be unlawful. Buyer, at its own expense, shall use its reasonable best efforts to obtain any such required consents.

Section 2.12 HUD. Each Facility identified on Schedule 2.01(a) as a "**HUD Facility**" (each, a "**HUD Facility**" and collectively, the "**HUD Facilities**") is subject to a mortgage and security interest in favor of Lument and a Regulatory Agreement between the relevant Seller and HUD. Buyer, at its option, may elect to assume the HUD Debt. No later than twenty (20) days after the entry of the Sale Order, Buyer shall file one or more applications for the assignment and assumption by the Buyer of the HUD Debt (the "**HUD Application**") and shall thereafter use their commercially reasonable best efforts and diligently proceed to pursue and secure approval from Lument and/or HUD, as applicable, for the HUD Application with respect to the HUD Facilities (the "**HUD Approval**"). Sellers shall provide the Buyer with all cooperation reasonably requested by the Buyer from time to time in connection with the Buyers' efforts to obtain the HUD Approval and shall be responsible to bring the HUD Debt current as of the Closing Date including any unpaid fees or costs for periods prior to the Closing Date (but excluding any unpaid fees or costs related to evaluation by Lument or HUD of the HUD Application) and to satisfy the unpaid balance of any lien senior to Lument on the Closing Date.

ARTICLE III CLOSING

Section 3.01 Closing.

- (a) Subject to the terms and conditions of this Agreement and the Sale Order, including, without limitation, the satisfaction or waiver by the appropriate Party of all of the conditions precedent to Closing specified herein, the consummation of the transactions contemplated by and described in this Agreement (the "**Closing**") shall be conducted remotely, via an exchange of emails authorizing and directing the Escrow Agent to release originals of executed documents from escrow for recording purposes and to wire funds to the appropriate parties, to occur on the date (such date of consummation being referred to herein as the "**Closing Date**") that is the first Business Day of a calendar month that is five (5) Business Days following the date on which the conditions to Closing set forth in Article VII are either satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date). Regardless of the time it actually occurs, the Closing will be deemed effective for all purposes as of 12:01 a.m. (Central Time) on the Closing Date (the "**Effective Time**").

(b) Notwithstanding the foregoing, the Closing of the acquisition by Buyer of the Facilities shall be as follows:

(i) With respect to the Non-HUD Loan Facility, the Closing shall occur on the a forementioned Closing Date, with the release by Escrow Agent of the entire Escrow Deposit to Seller, which amount of Escrow Deposit shall be the Purchase Price allocated to the Non-HUD Loan Facility.

(ii) With respect to the HUD Facilities, the Closing shall occur (x) if Buyer or its affiliate is then operating the HUD Facilities, on or about three (3) Business Days after the Buyer's obtaining of HUD Approval, (y) if Buyer or its affiliate is not then operating the HUD Facilities, on or about sixty (60) days after the Buyer's obtaining HUD Approval, and the balance of the Purchase Price shall be allocated to the HUD Facilities or (z) if the HUD Application is rejected or HUD Approval is denied or if the Loan Assumption does not take place within six (6) months of the entry of the Sale Order, then in accordance with Section 3.04(e) hereof.

Section 3.02 Actions of Seller at Closing. At the Closing and unless otherwise waived in writing by Buyer, the applicable Seller shall execute and/or deliver to Buyer the following:

- (a) Bills of sale, in the form attached hereto as Exhibit 3.02(a) (the "**Bills of Sale**"), executed by the applicable Sellers, transferring the Tangible Personal Property, the Intangible Personal Property, the Intellectual Property Assets and the IT Assets to Buyer or its designee;
- (b) Assignment and assumption agreements, in the form attached hereto as Exhibit 3.02(b) (the "**Assignment and Assumption Agreements**"), executed by the applicable Sellers, effecting the assignment to and assumption by Buyer or its designee of the Assumed Contracts;
- (c) With respect to each parcel of Real Property, a quitclaim deed, in the form attached hereto as Exhibit 3.02(c) (the "**Deeds**"), executed by the applicable Seller;
- (d) Closing certificate of the applicable Seller, certifying that each covenant and agreement of Seller to be performed prior to or as of the Closing pursuant to this Agreement has been performed and each representation and warranty of the applicable Seller are true and correct in all material respects on the Closing Date, as if made on and as of the Closing (the "**Seller Closing Certificate**");
- (e) Certificates of incumbency for the respective officers of the applicable Seller executing this Agreement or making certifications for the Closing dated as of the Closing Date;
- (f) Certificates of existence and good standing of the applicable Seller from the Secretary of State of its formation, dated the most recent practical date prior to the Closing;
- (g) A closing statement setting forth all proration and adjustments (the "**Closing Statement**"), duly executed by the Sellers;

- (h) Assignment and Assumption of Residency Agreement;
- (i) FIRPTA affidavit;
- (j) At Buyer's option, evidence that any existing operating lease, management agreement or leasing agreement entered into by Seller with respect to the Facility has been terminated; and
- (k) Such other instruments and documents as Buyer reasonably deems necessary to effectuate the transactions contemplated hereby.

Section 3.03 Actions of Buyer at Closing. At the Closing and unless otherwise waived in writing by the applicable Seller, Buyer shall deliver to the applicable Seller(s) the following:

- (a) The Assignment and Assumption Agreements duly executed by Buyer and in the form attached hereto as Exhibit 3.02(b);
- (b) Closing certificate of Buyer, certifying that each covenant and agreement of Buyer to be performed prior to or as of the Closing pursuant to this Agreement has been performed and each representation and warranty of Buyer is true and correct on the Closing Date, as if made on and as of the Closing (the "**Buyer Closing Certificate**");
- (c) Certificates of incumbency for the respective officers of Buyer executing this Agreement dated as of the Closing Date;
- (d) Certificate of existence and good standing of Buyer from the Secretary of State of the applicable jurisdiction in which the Buyer is formed, dated the most recent practical date prior to Closing; and
- (e) Such other instruments and documents as Seller reasonably deems necessary to effect the transactions contemplated hereby.

On the Closing Date, Buyer shall cause the Escrow Agent to deliver the Purchase Price to the Sellers. For the avoidance of doubt, such Purchase Price shall include the Escrow Deposit and the Purchase Price Balance, taking into account the Loan Assumption.

Section 3.04 Actions Relating to HUD Debt.

- (a) Within three (3) Business Days after the entry of the Sale Order, Seller shall notify HUD of the proposed conveyance of the HUD Facilities to Buyer. The HUD Change of Ownership Review Checklist (the "**Change of Ownership Checklist**") is attached to this Agreement as Exhibit 3.04(a) to file the HUD Application for the HUD Approval as described in Section 2.12 hereof. In connection with the HUD Application, Buyer shall compile, submit and complete all documentation required by the Change of Ownership Checklist no later than twenty (20) days after the entry of the Sale Order. Seller shall not be obligated to incur any costs or liabilities in connection with the HUD Application other than legal fees incurred by Seller's counsel and any costs that may be incurred by Seller

with respect to Seller's providing any items requested in connection with the request for HUD Approval.

- (b) Buyer shall use commercially reasonable efforts to secure HUD Approval including, without limitation, taking the following actions timely and diligently: (i) comply with all reasonable requests or requirements of HUD with respect to Buyer and shall provide truthful, accurate and complete information in response to all such requests and requirements; (b) execute such documents as shall reasonably be requested or required by HUD to facilitate the sale of the HUD Facilities subject to the HUD Debt and the assumption of Seller's obligations under the HUD Debt; (c) comply with any agreement entered into between Buyer and HUD regarding Buyer's purchase of the HUD Facilities; and (d) comply with all other reasonable requests or requirements of HUD of Buyers in accordance with customary prevailing practices of institutional lenders in connection with the assumption of mortgage loans secured by properties of a size, location and type similar to the Property, provided that Buyer shall not be required to agree to any modifications to any of the Lument Loan Documents (other than the change in the obligor and guarantor under the Lument Loan Documents).
- (c) Subject to the provisions of Section 2.12 hereof, Buyer shall pay the amounts requested by HUD (whether such request is made primarily to Seller or Buyer), and be solely liable for, all payments and other costs and fees due pursuant to the HUD Debt in connection with the request for HUD Approval, including but not limited to all assumption fees, title fees, transfer fees, application fees and payments due to HUD, all servicers and the respective counsel of all of the foregoing including, without limitation, any and all legal fees (collectively, the "**Assumption Fees**"), provided that Buyer shall not be obligated to (i) pay any interest, fees or other charges payable under the Loan Documents accruing prior to the Closing Date and not specifically attributable to the Loan Assumption, which interest, fees or other charges (the "**Pre-Closing Loan Charges**") shall be the sole responsibility of Seller and shall be paid by Seller at or prior to Closing or credited against the balance of the Purchase Price, or (ii) pay or reimburse Seller for any costs or expenses (including the any legal fees or expenses of Seller's counsel) incurred by Seller in connection with Seller complying or fulfilling the obligations and agreements of seller set forth in this Section 3.04, which shall be the sole responsibility and obligation of Seller.
- (d) Upon the Closing and Buyer's assumption of the HUD Debt:
- (i) Buyer shall reimburse Seller for all amounts then held as reserve or escrow deposits by Lument or HUD under the Lument Loan Documents, if any, as of the Closing Date, whereupon all such amounts shall become the property of Buyer; provided, that, (x) Seller shall utilize its best efforts prior to Closing to have Lument or HUD, as applicable, release to Seller any reserve amounts in excess of the actual HUD reserve limit requirements, and (y) Buyer shall not be responsible to reimburse Seller for any amounts withdrawn by Seller from any reserve amount due to any amount due and owing under the HUD Debt as of the Closing Date (including, but not limited to, any accrued principal and interest payments and any default interest and late fees then due under the HUD Debt and any legal fees that Seller shall be responsible for reimbursing HUD

under the Lument Loan Documents). Until Closing, Seller shall have the right to draw on such escrows, reserves and deposits for the purposes permitted by the Lument Loan Documents; and

(ii) At the Closing, Buyer and Seller shall execute and deliver such loan assumption agreements and other documentation as HUD shall reasonably require to effectuate the Loan Assumption in each case in form and content reasonably acceptable to HUD, Seller and Buyer and as customarily required by HUD for similar loan assumption transactions (collectively, the “*Loan Assumption Documents*”).

(e) In the event (i) the HUD Application is rejected or HUD Approval is denied, or (ii) the Loan Assumption does not take place within six (6) months of the entry of the Sale Order, then Buyer shall proceed to close this transaction without the Loan Assumption within thirty (30) days of the earlier to occur of either (i) or (ii) above.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF EACH SELLER

Except as set otherwise expressly set forth in this Agreement or any exhibit or schedule attached hereto, each Seller represents and warrants as to itself to Buyer that the following statements are true and correct as of the Execution Date and will be true and correct as of the Closing Date:

Section 4.01 Existence and Capacity. Seller is limited liability company validly existing in good standing under the laws of the State of its formation. Seller has the requisite power and authority, subject to requisite approvals of the Bankruptcy Court, to enter into this Agreement, to perform its obligations hereunder, and to conduct its business as such business is being conducted as of the Effective Date.

Section 4.02 Power and Authority. Subject to entry of the Sale Order by the Bankruptcy Court, the execution, delivery and performance of this Agreement, and consummation of the transaction contemplated herein, by Seller have been duly authorized by all appropriate corporate action on the part of the Sellers

Section 4.03 Binding Agreement. This Agreement and all agreements to which Seller will become a party pursuant hereto are and will constitute the valid and legally binding obligations of Seller, and are and will be enforceable against Seller in accordance with the respective terms hereof or thereof.

Section 4.04 Title to Purchased Assets. As of the Closing, Seller shall hold good and valid title to all of the Purchased Assets which it owns, and at the Closing, will assign and convey to Buyer good and valid title free from all Liens, Claims and Encumbrances other than Permitted Encumbrances.

Section 4.05 Material Contracts. All material contracts agreements, leases and other commitments, in each case in which the annual payments exceed \$100,000, that Seller is a party to respecting the Business conducted by Seller at the Facility (the “*Material Contracts*”) are listed and summarized on Schedule 4.05, and there are no undisclosed material amendments or modifications to any such contracts.

Section 4.06 Intellectual Property; Computer Software. Except as set forth in Section 2.02(g), the Intellectual Property Assets include all patents, copyrights, inventions, processes and applications therefore

(whether registered or common law) currently owned or used by Sellers in the Business and necessary for the operation thereof.

Section 4.07 Permits. All Permits and Regulatory Approvals held by the Sellers to conduct the Business(es) as currently conducted are set forth in Schedule 4.07.

Section 4.08 Litigation or Proceedings. Except as set forth in Schedule 4.08, there are no Actions pending or, to Sellers' Knowledge, threatened against or by the Sellers (i) relating to or affecting the Business(es), the Purchased Assets or the Assumed Liabilities or (ii) that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

Section 4.09 Real Property. Schedule 2.01(a) sets forth each parcel of Real Property owned by the Sellers and used in the conduct of the Business(es) as conducted as of the Effective Date, including with respect to each such parcel, the street address and use. Sellers have delivered or made available to Buyer copies of the deeds and other instruments (as recorded) through which the applicable Seller acquired such parcels of Real Property, and copies of all title insurance policies, opinions, abstracts and surveys in the possession of such Seller with respect thereto.

Section 4.10 Environmental Laws. With respect to the ownership or operation of the Real Property, the Facility or the use of the Purchased Assets by Sellers:

- (a) To Sellers' Knowledge, the applicable Seller is not in violation, in any material respect, of any Environmental Law.
- (b) To Sellers' Knowledge, (i) the Sellers have not in the last five years received any written notice alleging or asserting a violation of any Environmental Law with respect to the Real Property, the Facility or the Purchased Assets, (ii) no investigation, administrative order, litigation or settlement with respect to any Environmental Laws is pending with respect to the Real Property, the Facility or the Purchased Assets, and (iii) no written notice has been received by Seller respecting the Facility or the Purchased Assets from any Government Entity or individual claiming any material violation of any Environmental Laws, or requiring compliance with any Environmental Laws, or demanding payment or contribution for environmental damage or injury to natural resources.

Section 4.11 Employee Relations. Schedule 4.11 lists all persons who are employees, independent contractors or consultants who, as of the Execution Date, provide services in the Facility, including any such person who is on a leave of absence of any nature, paid or unpaid, authorized or unauthorized, and sets forth for each such person: (i) name, (ii) title or position, (iii) hire date, (iv) full time equivalent status, (v) rate of base compensation, (vi) commission, bonus or other incentive-based compensation and (vi) a description of all fringe benefits, if any, provided to each such person, including accrued vacation pay, sick pay or paid leave (the "**Facility Employees**"). With respect to the Facility Employees, except as set forth on Schedule 4.11 hereto:

- (a) All Facility Employees are "at will" employees or Seller has provided to Buyer copies of such employment, consulting, independent contractor, bonus, severance, or other similar written engagement to which Seller is a party.

- (b) There has not been within the last five (5) years and there is no pending strike, picketing, work stoppage, or any proceeding against or affecting Seller relating to an alleged violation of any legal requirements pertaining to labor relations.
- (c) There is no union representation or organizing activities and no collective bargaining agreement or activities.
- (d) To Sellers' Knowledge, there are no pending or threatened claims before the Equal Employment Opportunity Commission (or comparable state agency), complaints before the Occupational Safety and Health Administration (or comparable state agency), wage and hour claims, unemployment compensation claims, workers' compensation claims, or the like.
- (e) Seller and any Affiliate of Seller currently does not have, nor has ever had, any pension, profit sharing, bonus, incentive, sick leave or sick pay or other plan applicable to any of Seller's or any Affiliate of Seller's employees. No such employee has any vested or unvested retirement benefits or other termination benefits, except as described on Schedule 4.11.
- (f) To Seller's Knowledge, Seller and Seller's Affiliates have complied in all material respects with all laws and regulations relating to, the employment of labor, including, without limitation, provisions thereof relating to wages, hours, equal opportunity, health, safety, immigration, workers' compensation, unemployment compensation, collective bargaining and the payment of social security and other taxes. Buyer shall cooperate on all matters which reasonably require Seller to access employees, records and other documents at any Facility.
- (g) To Seller's Knowledge there are no employment-related complaints or charges pending or threatened against Seller or any Affiliate of Seller with the Equal Employment Opportunity Commission, Department of Labor, or any other comparable state or local agency, including but not limited, to any claim relating to employment discrimination, equal pay, sexual or other workplace harassment, employee safety and health, wages and hours, leaves of absence, or workers' compensation.
- (h) To Seller's Knowledge, there are no workers' compensation claims pending or threatened against Seller or any of its Affiliates. To the extent any workers' compensation claims are pending or threatened against Seller or any of its Affiliates, Schedule 4.11 also details whether such claim or claims are covered by workers' compensation insurance.

Section 4.12 Insurance. Schedule 4.12 sets forth (i) a true and complete list of all current policies or binders of fire, liability, product liability, umbrella liability, professional liability, real and personal property, workers' compensation, vehicular, fiduciary liability and other casualty and property insurance maintained by Sellers or their Affiliates and relating to the Business, the Purchased Assets and the Assumed Liabilities (collectively, the "**Insurance Policies**"); and (b) with respect to the Business, the Purchased

Assets or the Assumed Liabilities, a list of all pending claims and the claims history for the three (3) years prior to the Execution Date.

Section 4.13 Financial Statements. Copies of the income statements for the Business(es) as in each of the years for the fiscal years ending June 30, 2023 and June 30, 2024 (collectively, the “*Financial Statements*”) have been or will be provided to Buyer. The Financial Statements are based on the books and records of the Business(es), are true, complete and correct, and fairly and accurately present (in all material respects when taken as a whole) the financial condition of the Business(es) as of the respective dates they were prepared and the results of the operations of the Business(es) for the periods indicated.

Section 4.14 Brokers. Except for B.C. Ziegler & Co., for which Sellers shall be responsible, no broker, finder or investment banker is entitled to any brokerage, finder’s or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Sellers.

Section 4.15 Residency Agreements. The only Residency Agreements in force for the Property are listed on Schedule 4.15. Except as set forth on Schedule 4.15, Seller has not received any advance rent or advance compensation under any of the Residency Agreements in excess of three (3) months. No unpaid brokerage commissions or other payments owed to any Residents or compensation of any kind are due in connection with the Residency Agreements.

Section 4.16 Taxes. Except for Real Estate Taxes to be prorated under this Agreement, and except as otherwise provided under this Agreement, there are no unpaid taxes of Seller that will become the obligation of Buyer; and (ii) Seller and any Affiliate of Seller has timely filed all tax returns in respect of the Assets and the operations of the Facility.

Section 4.17 Condemnation. To the knowledge of Seller, there are no pending condemnation actions or special assessments of any nature with respect to any Facility or any part thereof, and Seller has no knowledge of any such threatened or contemplated condemnation action or special assessment.

Section 4.18 Expiration of Representations and Warranties. The representations and warranties of Sellers contained in this Agreement shall expire upon, and shall not survive for any purpose whatsoever, the Closing.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to each Seller that to the following statements are true and correct as of the Execution Date and will be true and correct as of the Closing Date:

Section 5.01 Existence and Capacity. Buyer is a limited liability company duly organized and validly existing in good standing under the laws of the State of New Jersey. Buyer has the requisite power and authority to enter into this Agreement, to perform its obligations hereunder, and to conduct its business as now being conducted.

Section 5.02 Power and Authority. The execution, delivery and performance of this Agreement, and consummation of the transaction contemplated herein, by Buyer:

- (a) are within its powers, are not in contravention of law or of the terms of its Certificate of Formation and Limited Liability Company Agreement;
- (b) have been duly authorized by all appropriate company actions;
- (c) except for the Permits and Regulatory Approvals to be obtained by Buyer, do not require any approval or consent of, or filing with, any third party;
- (d) will not violate any statute, law, rule or regulation, or any judgment, decree, writ or injunction of any court or Government Entity, to which Buyer may be subject; and
- (e) will not violate any provision of any agreement to which Buyer is a party or by which Buyer is bound.

Section 5.03 Binding Agreement. This Agreement and all agreements to which Buyer will become a party pursuant hereto are and will constitute the valid and legally binding obligations of Buyer, and are and will be enforceable against Buyer in accordance with the respective terms hereof or thereof.

Section 5.04 Adequate Funds. As of the Execution Date, Buyer has funds, or the ability to obtain such funds, in cash in amounts equal to the Purchase Price and other funds needed to consummate the transaction and will at the Closing have immediately available funds in cash, which are sufficient to pay the Purchase Price and to pay any other amounts payable pursuant to this Agreement and to consummate the transaction contemplated herein. Buyer does not have any financing or equity investment contingency of any nature whatsoever, other than the Loan Assumption.

Section 5.05 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Buyer.

Section 5.06 Legal Proceedings. There are no Actions pending or, to Buyer's Knowledge, threatened against or by Buyer or any Affiliate of Buyer that challenge or seek to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. No event has occurred, nor circumstances exist, that may give rise or serve as a basis for any such Action.

Section 5.07 Due Diligence Materials. Sellers have provided certain documents which relate to the operations and financial conditions of the Business, which are herein referred to as "***Due Diligence Materials.***" Prior to the Execution Date, Buyer has been provided access to the Due Diligence Materials. Until the Effective Time, Sellers will continue to cooperate in providing information to Buyer as requested, in a timely manner, but is under no obligation to create documents or provide any related documents which are outside those in the possession of Sellers. Buyer acknowledges that certain Due Diligence Materials may be limited to summaries, or otherwise contain redactions, if the Sellers reasonably believe the disclosure of such information would be a violation of Law protecting the personal, financial or protected health information of any resident or patient or affiliate of a resident or patient, including, but not limited to, all Laws adopted under the Health Insurance Portability and Accountability Act. Buyer expressly acknowledges that (i) it has completed its due diligence as of the Execution Date and (ii) no due diligence contingency exists with respect to Buyer's obligations under this Agreement.

Section 5.08 Fitness for and Timing for Application for Obtaining Permits and Regulatory Approvals. Buyer has no knowledge of any material fact or other information related to Buyer or any of its Affiliates which could be reasonably expected to have an adverse impact on Buyer's or its designees' ability to obtain the Permits and Regulatory Approvals. To Buyer's Knowledge, it has been in material compliance with healthcare regulatory laws and has not received any communication from a governmental authority or third-party payors that would prohibit or delay the Buyer from consummating the transaction contemplated herein or obtaining the Permits and Regulatory Approvals necessary to operate the Business. Buyer shall have applied for (or caused its designees to apply for) all Permits and Regulatory Approvals no later than three (3) Business Days after the entry of the Sale Order.

Section 5.09 No Guarantee of License. Buyer acknowledges that the Business operations are regulated by local, state, or federal Laws and are conducted under a license or licenses issued or authorized by the applicable state of operation of the applicable Seller. Buyer acknowledges that Buyer shall be responsible, at Buyer's sole cost and expense, for obtaining any and all governmental or quasi- governmental approvals necessary for Buyer's intended use or development of the Real Property, including but not limited to, its licensing of the facilities or ancillary businesses by the applicable state and any platting or zoning, and other such matters.

Section 5.10 Disclaimers; Releases and Limitations. Buyer represents and warrants to Sellers that Buyer is a knowledgeable, experienced, and sophisticated buyer of real estate and/or senior living facilities. Buyer acknowledges that, except for the representations and warranties made by Sellers in Article IV hereof, Buyer has not relied upon and will not rely upon, either directly or indirectly, any statement of Sellers or any of their officers, directors, trustees, agents, employees, or other person acting or purporting to act on behalf of Sellers.

Section 5.11 No Other Warranty. Without in any manner limiting the provisions of the preceding paragraph or elsewhere in this Agreement, as a material part of the consideration for this Agreement, Sellers and Buyer agree that Buyer is taking the property "as-is", "where-is" and "with all faults" and with any and all latent and patent defects and that there is no warranty or representation, express or implied, of any kind or nature (including, without limitation, warranties with respect to habitability, marketability, use or fitness for a particular purpose) made by Sellers with respect to the property (except for the representations of Sellers expressly set forth in Article IV hereof), all other representations and warranties, both express and implied, are hereby expressly disclaimed and denied. Buyer acknowledges that it has been given adequate time to conduct whatever examination, evaluations, inspections, reviews, studies or tests of the property and its condition as Buyer may desire or determine warranted, and that Buyer is not relying on any representation, warranty, statement or other assertion with respect to the property or its condition or any other matter by Sellers or any of Sellers' officer, director, trustee, agent, employee, attorney or other person acting or purporting to act on behalf of any Seller or any of its Affiliates, but Buyer is relying solely on its own examination, evaluations, inspections, reviews, studies or tests of the property. Without limiting the provisions of preceding paragraphs and this Agreement, Buyer expressly releases and discharges each Seller, its respective Affiliates, members, partners, officers, directors, shareholders, employees, attorneys, agents, brokers, and contractors from any and all obligations, claims, administrative proceedings, judgements, damages, fines, costs, and liabilities arising out of or relating to the physical condition of the property or any portion thereof, including, without limitation any latent or patent construction defects,

violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Purchased Assets.

ARTICLE VI COVENANTS

The Buyer and each Seller as to itself shall take the following actions and comply with the following obligations prior to the Closing:

Section 6.01 Operation of the Businesses. From the Execution Date until the Closing, except as otherwise provided in this Agreement or consented to in writing by Buyer, Sellers shall conduct the Business(es) in the ordinary course of business consistent with past practice, subject to applicable limitations and requirements of the Bankruptcy Code and except as otherwise necessary or reasonable to consummate the transactions contemplated herein.

Section 6.02 Access to Information, Books and Records. Seller will permit representatives of Buyer to have reasonable access to the Facility premises and personnel during normal business hours, as well as the books and records of Seller to the extent relating to the Facility, as may be reasonably necessary to comply with the obligations of the Buyer under this Agreement, to facilitate Borrower's review and inspection of the Purchased Assets. The timing and frequency of such access shall be coordinated with Seller in all cases, and Seller shall have a right to be present during all such access. Buyer shall not interfere with the normal business operations of Seller in any material respect.

Section 6.03 Notice of Developments. Seller shall give prompt written notice to Buyer of any material adverse development causing a material breach of any of the representations and warranties in Article IV above. Buyer shall give prompt written notice to Seller of any material adverse development causing a breach of any of the representations and warranties in Article V above. No disclosure by any of the Parties pursuant to this Section, however, shall be deemed to amend or supplement any Schedule to this Agreement or to prevent or cure any misrepresentation, breach of warranty, or breach of covenant.

Section 6.04 Casualty; Condemnation. As used herein, the term "**Casualty Loss**" means any destruction by fire, storm or other casualty, or any taking or pending or threatened taking, in condemnation or under the right of eminent domain, of any of the Purchased Assets, or a portion thereof, in each case, prior to the Effective Time. Sellers shall promptly give Buyer written notice (a "**Casualty Notice**") of any Casualty Loss of which Sellers becomes aware. To the extent such Casualty Loss exceeds \$1,000,000 in cost, Buyer shall have the option, which must be exercised within fifteen (15) Business Days after its receipt of the Casualty Notice, to terminate this Agreement or to proceed with the Closing. If Buyer elects to terminate this Agreement, the Escrow Deposit shall be returned to Buyer and all rights, duties, obligations and liabilities created hereunder shall cease. If Buyer elects to proceed with Closing (or if the Casualty Loss is less than \$1,000,000), Buyer shall acquire the Purchased Assets in accordance with the terms hereof without a credit against the Purchase Price and Sellers shall transfer to Buyer all of their rights to unpaid insurance proceeds, claims, awards and other payments arising out of such Casualty Loss and pay to Buyer all sums paid to Sellers as insurance proceeds, awards or other payments arising out of such Casualty Loss, less any amounts Sellers have paid to repair or mitigate such Casualty Loss, but plus a credit to Buyer in the amount of any insurance deductible. Sellers shall not voluntarily compromise, settle or adjust any amounts

payable by reason of any Casualty Loss without first obtaining the written consent of Buyer, such consent not to be unreasonably withheld, conditioned, or delayed.

Section 6.05 Bankruptcy Actions.

- (a) Prior to the Execution Date, the Sellers and their co-debtor Affiliates filed the Sale Motion seeking, among other things, entry of the Sale Order in substantially the form attached hereto as Exhibit 6.05(a). Buyer acknowledges that the entry of any Order is subject to approval of the Bankruptcy Court.
- (b) Sellers shall comply with all of their respective obligations under (i) the Bid and Sale Procedures Order and (ii) the Sale Order (after the entry of same by the Bankruptcy Court).
- (c) Sellers shall use commercially reasonable efforts to comply (or obtain an Order from the Bankruptcy Court waiving compliance) with all requirements under the Bankruptcy Code and applicable Bankruptcy Rules in connection with obtaining approval of the sale of the Purchased Assets under this Agreement, including serving on all required Persons in the Bankruptcy Case (including (i) all Persons who are known to possess or assert a Lien against any of the Purchased Assets, (ii) the Internal Revenue Service, (iii) all state attorneys general, local realty enforcement agencies and local government entities with taxing authority or the power to approve or consent to the issuance or transfer of the Permits and Regulatory Approvals, and (iv) all other Persons required by any Order of the Bankruptcy Court (including any omnibus notice or case management Order entered in the Bankruptcy Case), notice of the Sale Motion, the Sale Hearing and the objection deadline in accordance with Rules 2002, 6004, 6006 and 9014 of the Bankruptcy Rules, the Bid and Sale Procedures Order or other Orders of the Bankruptcy Court, and any applicable local rules of the Bankruptcy Court.
- (d)
 - (i) Within five (5) Business Days after the Execution Date, Buyer shall provide a copy of Schedule 6.05, which schedule can be modified by the Buyer by removing from such schedule any Assumed Contract (as defined below) up to ten (10) days before the Closing Date, identifying (i) all Contracts that Buyer wishes to be assumed by Sellers and assigned by Sellers to Buyer at Closing (the “**Assumed Contracts**”); and (ii) all Contracts that Buyer will not be seeking to have assigned by Sellers (the “**Rejected Contracts**”). Sellers shall move to assume and assign to Buyer, effective as of the Effective Time, any Assumed Contract that is designated on or before the fifth (5th) Business Day after the Execution Date by Buyer to Seller. After the Closing Date, Sellers shall be released from any further liability under such Assumed Contracts as provided for under Section 365(k) of the Bankruptcy Code.
 - (ii) Buyer shall assume all obligations from and after the Closing Date under Assumed Contracts, and at such time as is required by the Bankruptcy Court in the Sale Order, shall pay cash or other acceptable consideration to the third party (or parties) to the applicable Assumed Contract in order to cure the monetary defaults and satisfy any pecuniary

obligations of Sellers (or obtain waivers with respect thereto) with respect to the Business, and to provide adequate assurance of future performance under the Assumed Contracts.

Section 6.06 Maintenance of Insurance. From the Execution Date until the Effective Time, Sellers shall keep in full force and effect all insurance coverages existing on the Execution Date.

Section 6.07 Commercially Reasonable Efforts. From the Execution Date until the Closing, each party hereto shall use commercially reasonable efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in Article VII hereof. Additionally, Buyer shall, within five (5) Business Days after entry of the Sale Order, submit the necessary applications to the applicable regulatory authorities to obtain such Permits and Regulatory Approvals as are needed to consummate the sale (with copies of such applications promptly provided to Sellers) and shall diligently and expeditiously follow up on and pursue such Permits and Regulatory Approvals. Further, Buyer agrees to provide copies of all correspondence between Seller (or its Affiliates) and any regulatory agency, or similar body, to Seller and the Bond Trustee within two (2) Business Days of Buyer's receipt of same.

Section 6.08 Public Announcements. Unless otherwise required by applicable Law (based upon the reasonable advice of counsel), no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed), and the parties shall cooperate as to the timing and contents of any such announcement. Disclosures made to the Bankruptcy Court or in pleadings filed with the Bankruptcy Court or in other related notices shall not be considered a public announcement.

Section 6.09 Bulk Sales Laws. The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer; it being understood that any Liabilities arising out of the failure of Sellers to comply with the requirements and provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction which would not otherwise constitute Assumed Liabilities shall be treated as Excluded Liabilities.

Section 6.10 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value added, and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the other Transaction Documents (including any real property transfer Tax and any other similar Tax) shall be borne and paid by Buyer when due. Buyer shall, at its own expense, timely file any tax return or other document with respect to such Taxes or fees (and Seller shall cooperate with respect thereto as necessary).

Section 6.11 Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute, and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents.

Section 6.12 Good Faith. Each party agrees, in the exercise of good faith and fair dealing, to take actions necessary or appropriate to satisfy all conditions to closing and to consummate the Closing under

this Agreement. Each party agrees to provide prompt notice to the other party of any circumstance or condition which such party has reason to believe may cause a condition of the Closing not to be fulfilled or otherwise create any impediment to the Closing.

ARTICLE VII
CONDITIONS PRECEDENT TO THE OBLIGATIONS OF BUYER AND SELLER

Section 7.01 Conditions to Obligations of All Parties. The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

- (a) No governmental authority shall have enacted, issued, promulgated, enforced or entered any governmental order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal or otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof;
- (b) The Bankruptcy Court shall have entered the Sale Order approving the sale to the Buyer which shall be a Final Order unless such finality is mutually waived by the Buyer and the Sellers; and
- (c) Buyer's designees shall received all Permits and Regulatory Approvals that are set forth on Schedule 4.07.

Section 7.02 Seller's Conditions. All obligations of the applicable Seller which are to be discharged under this Agreement effective as of the Closing Date are subject to the satisfaction, on or before the Closing Date, of each of the following conditions unless expressly waived in writing by the applicable Seller at or prior to the Closing:

- (a) All of the representations and warranties of Buyer contained in Article V of this Agreement shall be true and correct in all material respects as of the Execution Date, and shall be deemed to have been made again on and as of the Closing Date and shall be true and correct in all material respects on and as of the Closing Date.
- (b) Buyer shall have performed or complied in all respects with all covenants and conditions required by this Agreement to be performed or complied with by it on or before the Closing Date.
- (c) The Consents shall have been obtained (or, if not obtainable before Closing, request shall have been made and Seller shall have received reasonably satisfactory assurances that they will be granted after the Closing) and are in form and substance reasonably satisfactory to Seller (the "**Material Consents**");
- (d) All Regulatory Approvals shall have been obtained, except for any documents required to be filed, or consents, authorizations, orders or approvals required to be issued, after the Closing Date.

- (e) No Action or proceeding shall have been instituted against, and no order, decree or judgment of any Government Entity shall be pending against, Buyer or Seller which seeks to, or would, render it unlawful as of the Closing Date to effect the transfer of the Purchased Assets, and no such action shall seek damages or injunctive relief by reason of the transactions contemplated hereby. Also, no substantive legal objection to the transactions contemplated by this Agreement shall have been received from or threatened by any Government Entity.
- (f) Buyer shall not (i) be in receivership or dissolution, (ii) have made any assignment for the benefit of creditors, (iii) admitted in writing its inability to pay its debts as they mature, (iv) have been adjudicated as bankrupt, or (v) have filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the federal bankruptcy law or any other similar law or statute of the United States or any state, nor shall any such petition have been filed against Buyer.
- (g) Buyer shall have made the deliveries required to be made by it under Section 3.03 hereof.
- (h) All certificates and documents delivered to Seller pursuant to this Agreement shall be satisfactory in form and substance to Seller acting reasonably and in good faith.
- (i) The Sale Order shall have been entered by the Bankruptcy Court.
- (j) The Buyer shall have delivered the Purchase Price.

Section 7.03 Buyer's Conditions. All obligations of Buyer which are to be discharged under this Agreement effective as of the Closing Date are subject to the satisfaction, on or before the Closing Date, of each of the following conditions unless expressly waived in writing by Buyer at or prior to the Closing:

- (a) All of the representations and warranties of the applicable Seller contained in Article IV of this Agreement shall be true and correct in all material respects as of the Execution Date, and shall be deemed to have been made again on and as of the Closing Date and shall be true and correct in all material respects on and as of the Closing Date.
- (b) The applicable Seller shall have performed or complied in all respects with all covenants and conditions required by this Agreement to be performed or complied with by it on or before the Closing Date.
- (c) All Regulatory Approvals shall have been obtained, except for any documents required to be filed, or consents, authorizations, orders or approvals required to be issued, after the Closing Date. Buyer shall have obtained documentation or other evidence satisfactory to Buyer in its reasonable discretion that Buyer has:
 - (i) Buyer shall have received approval from all Government Entities and third-party payors necessary to allow Buyer to conduct the Business and operate the Facility subsequent to Closing;

- (ii) Buyer shall have received confirmation from all applicable Government Entities that, upon the Closing, all licenses required by law to operate the Facility as currently operated will be transferred to, or issued or reissued in the name of, Buyer (or its Affiliates, as directed by Buyer).
- (d) No Action or proceeding shall have been instituted against, and no order, decree or judgment of any Government Entity shall be pending against, Buyer or Seller which seeks to, or would, render it unlawful as of the Closing Date to effect the transfer of the Purchased Assets, and no such action shall seek damages or injunctive relief by reason of the transactions contemplated hereby. Also, no substantive legal objection to the transactions contemplated by this Agreement shall have been received from or threatened by any Government Entity.
- (e) The applicable Seller shall have made the deliveries required to be made by it under Section 3.02.

All certificates and documents delivered to Buyer pursuant to this Agreement shall be satisfactory in form and substance to Buyer acting reasonably and in good faith.
- (f) The Sale Order shall have been entered by the Bankruptcy Court.

ARTICLE VIII ADDITIONAL AGREEMENTS

Section 8.01 Facility Employees.

- (a) Immediately prior the Effective Time, the applicable Seller shall terminate all its Facility Employees remaining in Seller's employ on the Closing Date and, as of the Effective Time, Buyer or its designee(s) shall offer employment to substantially all such Facility Employees that are "actively working" at a Facility on an at-will basis and subject to Buyer's pre-employment screenings and employment practices, policies and procedures (all such Seller Employees hired by Buyer shall be collectively referred to as the "***Hired Employees***"). For the purposes of this Section 8.01, "actively working" shall mean those employees who are in good standing with Seller and/or an Affiliate of Seller and who are not temporarily absent from active employment by reason of disability, illness, injury, workers' compensation, approved leave of absence or layoff. Buyer reserves the right, at its sole discretion, to establish new terms and conditions of employment with all Hired Employees. Hired Employees, at the option of Buyer, shall be required to submit to and pass background checks, pre-employment physicals and drug screening as a condition to their hiring and retention by Buyer.
- (b) Buyer shall offer immediate employment to a sufficient number of Facility Employees, such that no period of unemployment shall occur with respect to such Facility Employees between employment with the Sellers and employment with Buyer, and such that there will be no violation of the WARN Act or any comparable state or local laws, with such employment with the Buyer to commence as of the Effective Time. If Buyer fails to offer

immediate employment to substantially all of the Facility Employees, Buyer acknowledges and agrees that it shall be responsible for the payment of any amounts or liabilities arising or due under the WARN Act or any comparable state or local laws. In furtherance and not in limitation of the foregoing, Buyer shall treat prior service with Sellers reflected in the information provided above as service with Buyer for purposes of determining eligibility to participate and vesting in all benefits programs maintained by Buyer. Sellers shall cooperate with Buyer in providing information reasonably requested by Buyer to facilitate hiring and establishing benefits for Hired Employees who accept employment with Buyer. This Agreement shall not be deemed to create or grant to any Hired Employee any third-party beneficiary rights or claims or any cause of action of any kind or nature.

- (c) The applicable Seller shall provide Buyer, at least ten (10) days prior to the Closing Date, a schedule setting forth, for each of the Facility Employees, an estimated amount of accrued but unused paid time off (including any accrued vacation, sick and holiday time) (collectively, the “*Accrued PTO*”) and the estimate aggregate value of the Accrued PTO as of the Effective Time. Sellers shall provide Buyer, on the Closing Date, with an update schedule reflecting actual Accrued PTO amounts as of the Effective Time. Buyer shall assume the Accrued PTO liability, as updated on the Closing Date, with respect to the Hired Employees and Buyer will, thereafter, be responsible for paying the Hired Employees for their use of their Accrued PTO during their employment with Buyer and upon the termination of their employment with Buyer in accordance with the Buyer’s or its designee’s employment practices. The parties agree to take such reasonable actions as may be necessary, and otherwise to cooperate in good faith, to implement the purposes and intent of this Section 8.01(c).
- (d) Buyer shall provide COBRA continuation coverage (within the meaning of Section 4980B of the Internal Revenue Code and U.S. Treasury regulations thereunder) to all Facility Employees who are “M&A qualified beneficiaries” (within the meaning of Treasury Regulation Section 54.4980B-9, Q&A-4) for the duration of the period to which such Facility Employees are entitled to such coverage.
- (e) Seller or any Affiliate of Seller shall be responsible for the payment to the Facility Employees of all salaries and wages (excluding Accrued PTO) due for periods prior to 12:00 o’clock Midnight on the Closing Date. Anything to the contrary notwithstanding, this Agreement shall not be deemed to create or grant to any Hired Employee any third-party beneficiary rights or claims or any cause of action of any kind or nature. Seller or any Affiliate of Seller shall timely pay to all applicable governmental and regulatory authorities all employment-related taxes due with respect to the Facility Employees for periods prior to 12:00 o’clock Midnight on the Closing Date, including its share of all FICA, state and federal unemployment taxes and workers compensation insurance premiums.
- (f) Seller and/or its Affiliates shall be solely responsible for any and all service awards, health insurance premiums, dental insurance premiums, attendance bonuses, and Section 401(k)

retirement plan contributions earned or due and owing to the Hired Employees as of the Closing Date.

- (g) **Employee Benefit Plans.** (i) Schedule 8.01(g) sets forth a list of each agreement relating to terms and conditions of employment and each other employee benefit plan, program or arrangement (including each employee benefit plan within the meaning of Section 3(3) of the United States Employee Retirement Income Security Act of 1974, as amended (“*ERISA*”) sponsored, maintained or contributed to or required to be contributed to by Seller and its Affiliates or by any trade or business, whether or not incorporated (including any Person considered a member of a “control group (as defined in Section 210(c) of ERISA), an “*ERISA Affiliate*”) that together with Seller would be deemed a “single employer” within the meaning of Section 4001(b)(1) of ERISA, in each case for the benefit of any current or former employee of Seller or any of its Affiliates in connection with the Community, whether formal or informal and whether legally binding or not (the “*Employee Benefit Plans*”).

(ii) With respect to each of the Employee Benefit Plans, the Seller has heretofore made available to Buyer true, correct and complete copies of (w) the document governing each written Employee Benefit Plan or a written description of any Employee Benefit Plan that is not otherwise in writing, (x) if the Employee Benefit Plan is funded through a trust or any other funding vehicle, the trust or other funding agreement, (y) the most recent summary plan description and, with respect to any employee pension benefit plan within the meaning of Section 3(2) of ERISA, annual report on IRS Form 5500 Series, if required under ERISA or the Code, and (z) the most recent determination letter received from the IRS with respect to each Employee Benefit Plan that is intended to be qualified under Section 401(a) of the Code.

(iii) Except as set forth on Schedule 8.01(g), neither Seller nor any of its ERISA Affiliates have ever maintained, made contributions to, or been obligated to contribute to any plan, program or arrangement that is or was (x) subject to Title IV of ERISA, (y) a multiemployer plan within the meaning of Section 3(37) or Section 4001(a)(3) of ERISA, or (z) a welfare benefit fund within the meaning of Section 419 of the Code.

(iv) Each of the Employee Benefit Plans has been operated and administered in all material respects in accordance with its terms and applicable Law, including ERISA and the Code. Each of the Employee Benefit Plans that is intended to be “qualified” within the meaning of Section 401(a) of the Code is so qualified. Seller and/or its Affiliates has applied for and received a currently effective determination letter from the IRS stating that each such Employee Benefit Plan is so qualified, and no event has occurred which would affect such qualified status.

(v) None of the Seller, any of its ERISA Affiliates, any of the Employee Benefit Plans, any trust created thereunder, nor to the knowledge of the Seller, any trustee or administrator thereof has engaged in a transaction or has taken or failed to take any action in connection with which Buyer or any of its Affiliates could be subject to any material

liability for either a civil penalty assessed pursuant to Section 409 or 502(i) of ERISA or a tax imposed pursuant to Section 4975, 4976 or 4980B of the Code.

(vi) There are no unpaid contributions with respect to any Employee Benefit Plan that are required to have been made under the terms of the Employee Benefit Plan or any applicable Law.

(vii) No Employee Benefit Plan provides benefits, including death or medical benefits (whether or not insured), with respect to current or former employees after retirement or other termination of service (other than (w) coverage mandated by Section 601 et seq. of ERISA or Section 4980B of the Code (“COBRA”)), (x) death benefits or retirement benefits under any “employee pension benefit plan,” as that term is defined in Section 3(2) of ERISA, (y) benefits the full cost of which is borne by the current or former employee (or his or her beneficiary), or (z) deferred compensation benefits accrued as liabilities on the books of Seller and/or its Affiliates).

(viii) The consummation of the transactions contemplated by this Agreement will not, either alone or in combination with any other event, (x) entitle any current or former employee, officer, director or consultant of the Seller or any of its Affiliates to any payment, including severance pay, unemployment compensation (except employees not hired by Seller and/or its Affiliates after the closing) or any other similar termination payment, or (y) accelerate the time of payment or vesting, or increase the amount of, or otherwise enhance, any benefit due to any such employee, officer, director or consultant.

(ix) There are no pending or, to the Seller’s Knowledge, threatened or anticipated claims by or on behalf of any Employee Benefit Plan, by any employee or beneficiary under any such Employee Benefit Plan or otherwise involving any such Employee Benefit Plan (other than routine claims for benefits).

(x) Neither Seller nor any of its ERISA Affiliates is a party to any agreement or understanding, whether written or unwritten, with the Pension Benefit Guaranty Corporation, the IRS, or the Department of Labor.

Section 8.02 Misdirected Payments. From and after the Closing, if any Seller or any of its respective Affiliates receives any right, property or asset that is a Purchased Asset, the applicable Seller shall promptly transfer or cause such of its Affiliates to transfer such right, property or asset (and shall promptly endorse and deliver any such asset that is received in the form of cash, checks or other documents) to Buyer, and such asset will be deemed the property of Buyer held in trust by such Seller for Buyer until so transferred. From and after the Closing, if Buyer or any of its Affiliates receives any right, property or asset that is an Excluded Asset, Buyer shall promptly transfer or cause such of its Affiliates to transfer such asset (and shall promptly endorse and deliver any such right, property or asset that is received in the form of cash, checks, or other documents) to the applicable Seller, and such asset will be deemed the property of such Seller held in trust by Buyer for such Seller until so transferred.

**ARTICLE IX
TERMINATION**

Section 9.01 Termination Prior to Closing.

- (a) This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing:
- (i) By the mutual written consent of Buyer and the Sellers;
- (ii) By Buyer, by written notice to Sellers, if: (x) Buyer is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Sellers pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article VII, and such breach, inaccuracy or failure has not been cured by Sellers within ten (10) days of Sellers' receipt of written notice of such breach; or (y) any of the conditions set forth in Section 7.01 or Section 7.02 shall not have been, or it becomes apparent that any of such conditions will not be, satisfied by the date that is forty-five (45) days following the date on which the Sale Order is entered (the "**Conditions Satisfaction Deadline**"), unless such failure shall be due to the failure of Buyer to perform or comply with any of its representations, warranties or covenants contained in this Agreement and to be performed or complied with by Buyer prior to the Closing;
- (iii) By the Sellers, by written notice to Buyer, if: (x) Sellers are not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Buyer pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article VII, and such breach, inaccuracy or failure has not been cured by Buyer within ten (10) days of Buyer's receipt of written notice of such breach; (y) any of the conditions set forth in Section 7.01 or Section 7.03 shall not have been, or it becomes apparent that any of such conditions will not be, satisfied Conditions Satisfaction Deadline, unless such failure shall be due to the failure of Sellers to perform or comply with any of their representations, warranties or covenants contained in this Agreement and to be performed or complied with by Sellers prior to the Closing;
- (iv) By either the Sellers or Buyer in the event the Closing shall not have occurred on or before the Outside Closing Date (which Outside Closing Date may be extended by mutual agreement of Buyer and Seller), unless such delay is the result of an action or omission by the Party wishing to terminate this Agreement pursuant to this subsection.
- (v) By Buyer or Sellers if (x) the Sale Order is not entered by November 22, 2024 or (y) any Seller sells, transfers, leases or otherwise disposes of, directly or indirectly, including through an asset sale, stock sale, merger or other similar transaction, all or substantially all of its Business or the Purchase Assets in a transaction or series of transactions with one or more Person in accordance with the Bid and Sale Procedures Order (such event, an "**Alternative Transaction**"); provided that, upon termination under this provision in connection with the occurrence of an Alternative Transaction, Sellers, in accordance with the Bid and Sale Procedures Order, shall pay to Buyer, within five (5) Business Days after the consummation of the Alternative Transaction, from the proceeds of such Alternative Transaction, an

amount in cash equal to (i) \$51,825.00 (the “*Break-Up Fee*”) and (ii) Buyer’s actual, documented, reasonable, out-of-pocket costs and expenses in an amount not to exceed \$20,730.00.

Section 9.02 Effect of Termination.

- (a) In the event of the termination of this Agreement in accordance with this Article IX, this Agreement shall forthwith become void and there shall be no liability on the part of any Party hereto, except (i) as expressly set forth herein, (ii) in the event of termination pursuant to Section 9.01(a)(i), 9.01(a)(ii) (subject to such failure to meet a condition or delay thereunder not being a result of Buyer’s breach), 9.01(a)(iv) or 9.01(a)(v), Buyer shall, within five (5) Business Days, be refunded the Escrow Deposit, and such refund shall be Buyer’s sole and exclusive remedy with respect to this Agreement and the transactions contemplated herein; and (iii) in the event of termination by the Sellers pursuant to Section 9.01(a)(iii) (subject to such failure to meet a condition or delay thereunder not being a result of Sellers’ breach), Sellers shall retain the Escrow Deposit as liquidated damages and as Sellers’ sole and exclusive remedy with respect to this Agreement and transactions contemplated herein. With respect to the foregoing clause (iii) and retention by the Sellers of the Escrow Deposit as liquidated damages, Sellers and Buyer agree that Sellers’ actual damages would be extremely difficult or impracticable to determine, and that the amount of the Escrow Deposit is a reasonable estimate of the damages that Sellers would incur in such event.
- (b) Upon termination of this Agreement, the rights and obligations of the Parties under this Agreement shall likewise terminate, except that those obligations set forth in Section 10.01 and Section 10.02 shall survive termination of this Agreement.

**ARTICLE X
MISCELLANEOUS**

Section 10.01 Confidentiality. It is understood by the Parties hereto that the information, documents, and instruments delivered to Buyer by the applicable Seller and its agents and the information, documents and instruments delivered to the applicable Seller by Buyer and its agents are of a confidential and proprietary nature. Each of the Parties hereto agrees that both prior and subsequent to the Closing it will maintain the confidentiality of all such confidential information, documents or instruments in connection with the negotiation of this Agreement or in compliance with the terms, conditions and covenants hereof and will only disclose such information, documents and instruments to its duly authorized officers, members, directors, representatives, and agents (including consultants, attorneys, accountants, prospective lenders and investors of each party) and applicable governmental authorities in connection with any required notification or application for approval or exemption therefrom. Nothing in this Section, however, shall prohibit the use of such confidential information, documents or information for such governmental filings as in the opinion of Seller’s counsel or Buyer’s counsel are required by law or governmental regulations or are otherwise required to be disclosed pursuant to applicable state law or the filing of this Agreement with the Bankruptcy Court or pursuant to any Order of the Bankruptcy Court, including, without limitation, the Bid and Sale Procedures Order.

Copy to: Dentons US LLP
Attn: Thomas Vandiver
101 South Hanley, Suite 600
St. Louis, Missouri 63105
Email: thomas.vandiver@dentons.com

or to such other address as either Party may designate by notice to the other Parties.

Section 10.07 Assignment. Neither Party may assign its rights or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment in violation of this section shall be deemed void and of no force or effect, and a non-curable breach of this Agreement. Buyer may take title to certain or all assets at Closing through a nominee or an assignee of Buyer which will be a newly formed special purpose entity.

Section 10.08 Successors and Assigns. This Agreement shall inure to the benefit of and bind the respective permitted successors and assigns of the Parties hereto. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the Parties to this Agreement or their respective successors or permitted assigns any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein, it being the intention of the Parties to this Agreement that the Agreement be for the sole and exclusive benefit of such Parties or such successors and assigns and not for the benefit of any other person. Notwithstanding the foregoing, the Parties expressly acknowledge the rights of and benefits accruing to the Bond Trustee hereunder.

Section 10.09 Governing Law; Venue. The validity and construction of this Agreement shall be governed by the laws of the State of Missouri without regard to the conflicts of law rules thereof. The Parties hereby consent to jurisdiction and venue in the Federal or State courts situated in St. Louis County, Missouri including while the Chapter 11 cases are pending, the exclusive jurisdiction of the Bankruptcy Court, and hereby waive any objection to the jurisdiction of, or the venue of any action instituted in, such courts.

Section 10.10 Attorneys' Fees. If legal action is commenced to enforce this Agreement, each Party shall pay its own costs and attorneys' fees in connection with any such action.

Section 10.11 Severability. If any provision of this Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision, and, to this end, the provisions hereof are severable.

Section 10.12 Section Headings. The Section headings are for reference only and shall not limit or control the meaning of any provision of this Agreement.

Section 10.13 Waiver. No delay or omission on the part of any Party in exercising any right hereunder shall operate as a waiver of such right or any other right under this Agreement.

Section 10.14 Amendments. This Agreement may be amended, but only in a writing signed by all Parties hereto and subject to any requisite approval by the Bankruptcy Court.

Section 10.15 Exhibits and Schedules. All Exhibits and Schedules referred to in this Agreement are integral parts of this Agreement and are hereby incorporated into this Agreement as if fully set forth herein, and all statements appearing therein shall be deemed to be representations.

Section 10.16 Entire Agreement. This Agreement, the Exhibits and the Schedules delivered pursuant hereto constitute the entire contract between the Parties hereto pertaining to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether written or oral, of the Parties, and there are no representations, warranties or other agreements between the Parties in connection with the subject matter hereof or thereof, except as specifically set forth herein or therein. The Parties specifically acknowledge that in entering into and executing this Agreement, the Parties rely solely upon the representations and agreements contained in this Agreement, and all prior representations or agreements, whether written or verbal, not expressly incorporated herein are superseded.

Section 10.17 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall comprise one and the same instrument. Signature pages exchanged by email shall be fully binding on the Parties.


Section 10.18 WAIVER OF JURY TRIAL. BUYER, AND SELLER HEREBY WAIVE ANY RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM IN CONNECTION WITH ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY CONTRACT OR INSTRUMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, EVENTS LEADING UP TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES' PERFORMANCE OF THIS AGREEMENT, OR ANY CLAIM OF INJURY OR DAMAGE RELATING TO THE FOREGOING OR THE ENFORCEMENT OF ANY REMEDY HEREUNDER.

[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Asset Purchase Agreement as of the Execution Date.

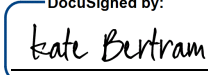
BUYER:

RNG BEH CN CL MG LLC
a New Jersey limited liability company

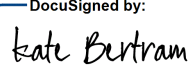
By: 
Name: Seth Geier
Title: Authorized Signatory

SELLER:

WASHINGTON VILLAGE ESTATES, LLC,
an Illinois limited liability company

By:  _____
A9B9169339EE4F4...
Kate Bertram
President and Chief Executive Officer

WABASH ESTATES, LLC,
an Illinois limited liability company

By:  _____
A9B9169339EE4F4...
Kate Bertram
President and Chief Executive Officer

WABASH CHRISTIAN VILLAGE APARTMENTS, LLC,
an Illinois limited liability company

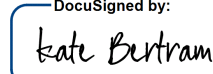
By:  _____
A9B9169339EE4F4...
Kate Bertram
President and Chief Executive Officer

Exhibit 3.02(a)

BILL OF SALE OF PERSONAL PROPERTY

This Bill of Sale is made and executed as of the ____ day of _____, 2024, by and between _____, a[n] [Illinois][Indiana][Iowa][Missouri] [not-for-profit][nonprofit] corporation] [limited liability company] (“**Seller**”) and _____, a[n] _____ (“**Buyer**”).

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of [____], 2024 by and between Seller and Buyer (the “**Purchase Agreement**”), Seller has agreed to sell to Buyer free and clear of all liens and encumbrances, except with respect to any lien or encumbrance arising out of or related to any liability of Seller assumed by Buyer pursuant to the Purchase Agreement, and Buyer has agreed to purchase from Seller, all of Seller’s right, title and interest in and to the Assets, as that term is defined in the Purchase Agreement, for the consideration in the amount and on the terms provided therein.

NOW THEREFORE, in consideration of the premises and of the mutual representations, warranties, covenants and agreements set forth herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Capitalized Terms. All capitalized terms used and not otherwise defined in this Bill of Sale shall have the meanings ascribed to them in the Purchase Agreement.

2. Sale and Transfer of Acquired Assets. Seller hereby sells, assigns, transfers, conveys, grants and delivers to Buyer, free and clear of all liens and encumbrances, except with respect to any lien or encumbrance arising out of or related to any liability of Seller assumed by Buyer pursuant to the Purchase Agreement, all of Seller’s right, title and interest in and to the Assets, but only to the extent such Assets are to be transferred under the Purchase Agreement at Closing.

3. Warranty of Ownership. Seller warrants that Seller is the legal owner of the Assets and that the Assets are transferred free and clear of all liens and encumbrances, except with respect to any lien or encumbrance arising out of or related to any liability of Seller assumed by Buyer pursuant to the Purchase Agreement.

4. Further Acts Required. Seller covenants that at the request of Buyer it will promptly do or cause to be done all such further acts, and shall execute and deliver, or cause to be executed and delivered, all transfers, assignments and conveyances, evidences of title, notices, consents and assurances necessary or desirable to put Buyer in actual possession and control of the Assets, or as Buyer shall reasonably require to better assure and confirm title of Buyer to the Assets.

5. Purchase Agreement. Nothing in this Bill of Sale shall be deemed to supersede, enlarge or modify any of the provisions of the Purchase Agreement, all of which survive the execution and delivery of this Bill of Sale as provided and subject to the limitations set forth in the Purchase Agreement. If any conflict exists between the terms of this Bill of Sale and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

6. Notices. All notices or other communications or deliveries provided for under this bill of sale shall be given as provided in the Purchase Agreement.

7. Caption Headings and Construction of Agreement. The caption headings are used in this bill of sale only as a matter of convenience and for reference and do not define, limit or describe the scope of this bill of sale nor the intent of any provisions.

8. Applicable Law. This bill of sale is made and entered into in the State of [Illinois][Indiana][Iowa][Missouri] and shall be construed and enforced in accordance with the laws of such state.

9. Successors and Assigns. The provisions of this Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed under seal in its name as of the date first above written.

SELLER:

_____,
a[n] [Illinois][Indiana][Iowa][Missouri][not-for-profit][nonprofit]
corporation

By: _____
[Name]
[Title]

Exhibit 3.02(b)

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “**Agreement**”) is made and entered into as of the ____ day of _____, 2024 (the “**Effective Date**”), by and between by and between _____, a[n] [Illinois][Indiana][Iowa][Missouri] [not-for-profit][nonprofit] corporation] (hereinafter referred to as “**Assignor**”) and _____, a[n] _____ (hereinafter referred to as “**Assignee**”).

WHEREAS, pursuant to that certain Asset Purchase Agreement dated _____, 2024, (the “**Purchase Agreement**”) by and between Assignor and Assignee, Assignor is selling and conveying to Assignee certain of Assignor’s assets (the “**Assets**”) used in connection with Assignor’s operation of _____, a senior living community located in _____, [Illinois][Indiana][Iowa][Missouri] (the “**Facility**”);

WHEREAS, in connection with the sale, Assignor has agreed to assign to Assignee all of Assignor’s right, title and interest in and to executory contracts and certain intangible assets of Assignor used in connection with Assignor’s operation of the Facility (the “**Assignor’s Business**”), and Assignee has agreed to assume all of the duties and obligations of the Assignor with respect to such executory contracts and intangible assets arising from and after the date hereof; and

WHEREAS, also pursuant to the Purchase Agreement, Assignee has agreed to assume certain liabilities and obligations of Assignor (the “**Assumed Liabilities**”).

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) paid by Assignee to Assignor, the receipt of which is hereby acknowledged, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns to Assignee all of its right, title and interest in and to executory contracts identified in Exhibit “A” attached hereto and incorporated herein by this reference (the “**Executory Contracts**”), and further assigns and delegates to Assignee all of Assignor’s rights, duties, obligations and covenants contained in such Executory Contracts. Assignee hereby assumes and agrees to perform and discharge all duties, obligations and covenants contained in the Executory Contracts.

2. Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in, to and under the following intangible property owned by Assignor and used in connection with Assignor’s Business (collectively, the “**Intangibles**”):

a. All licenses, permits, certifications, certificates of need, and accreditations held by Assignor relating to the ownership, development and operation of Assignor’s Business (including any applications and pending approvals), to the extent assignable (the “**Licenses**”);

b. All intellectual property used in the operation of Assignor’s Business, facilities and properties (the “**Intellectual Property**”), including, but not limited to, the items listed on Exhibit “B” attached hereto and incorporated herein by this reference;

c. All paper and/or electronic resident records relating to Assignor's past and present residents of the Facility;

d. All manufacturers' and vendors' warranties relating to the Assets, to the extent transferable, and rights and claims that may be asserted by (but not against) Assignor related to the Assets;

e. All personnel records relating to employees of Assignor's Business who are hired by Assignee (to the extent such records are transferable under applicable law), equipment records, documents, catalogs, books, records, files, operating manuals, and other records relating to the Assets (but excepting any documents or records relating to Assignor's tax returns and Assignor's internal corporate affairs);

f. All goodwill associated with the Assets;

g. To the extent owned by the Seller, all vehicles, appliances, maintenance equipment, supplies and tools, physical therapy equipment, medical apparatuses, ventilator units, computer hardware, computer software, computer switches and servers, telephones and telephone systems, kitchen equipment, patient or resident room furnishings, all site plans, surveys, plans and specifications, and floor plans in the possession of the Seller and other tangible property and assets that are located in the Facility or utilized in connection with the owning, operating or managing the operations of the Facility; and

h. Sellers' (and, if applicable, any Affiliate of Seller's) leases, contracts and agreements with residents (the "**Residents**") of the Facilities (the "**Residency Agreements**").

3. Assignee hereby assumes and agrees to perform all covenants, agreements and undertakings of Assignor, arising from and after the date hereof, under the Intangibles.

4. Assignee hereby agrees to indemnify, defend and hold harmless Assignor from any claim, cause of action, loss, damage or expense (including without limitation reasonable attorneys' fees and court costs) resulting from any breach by Assignee of its obligations under the Executory Contracts or the Intangibles or any claim of such breach arising out of or based on events from and after the Effective Date. Assignor hereby agrees to indemnify, defend and hold harmless Assignee from any claim, cause of action, loss, damage or expense (including without limitation reasonable attorneys' fees and court costs) resulting from any breach by Assignor of its obligations under the Executory Contracts or the Intangibles or any claim of such breach arising out of or based on events prior to the Effective Date.

5. Assignee hereby assumes and agrees to be personally liable for all liabilities and obligations arising under the Executory Contracts from and after the Effective Date.

Any creditor of Assignee with respect to the Assumed Liabilities may enforce its rights against Assignor directly, without any obligation to proceed against Assignee.

6. This Agreement may be executed in one or more counterparts, and by electronically transmitted signature, and each counterpart and signature shall be deemed to be an original and all of which together shall constitute one agreement that is binding on all parties.

[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption Agreement as of the day and year first above written.

ASSIGNOR:

_____,
a[n] [Illinois][Indiana][Iowa][Missouri][not-for-profit][nonprofit] corporation

By: _____
[Name], [Title]

ASSIGNEE:

_____,
a[n] _____

By: _____
[Name], [Title]

Exhibit 3.02(c)

FORM OF DEED

[Attached.]

[SPACE ABOVE THIS LINE IS FOR RECORDING INFORMATION]

_____,
a[n] [not-for-profit][nonprofit]

to

_____,
a[n] [Illinois][Indiana][Iowa][Missouri]

QUIT CLAIM DEED

Dated: As of [____], 2024

Location:

County:

UPON RECORDATION RETURN TO:

Dentons US LLP
101 S. Hanley, Suite 600
St. Louis, Missouri 63105
Attention: Thomas K. Vandiver

QUIT CLAIM DEED

This Quit Claim Deed, made this ____ day of _____, 2024, _____, a[n] [Illinois][Indiana][Iowa][Missouri] [not-for-profit][nonprofit] corporation], (“Grantor”), and _____, a[n] _____ (“Grantee”), WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, by Grantee, the receipt of which is hereby acknowledged, by these presents does REMISE, RELEASE, ALIENATE AND CONVEY unto the Grantee, FOREVER, all the following described real estate, situated in the County of _____ and State of [Illinois][Indiana][Iowa][Missouri], known and described as follows, to wit (the “Premises”):

See Schedule 1 attached hereto and made a part hereof, together with all improvements and fixtures located thereon and owned by Grantor as of the date hereof and any rights, privileges and appurtenances pertaining thereto.

TO HAVE AND TO HOLD the said Premises as described above, with the appurtenances unto the Grantee, forever.

This is a Quit Claim Deed. Grantor makes no representations whatsoever, express or implied, regarding the Premises, this Deed or any other matters.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, Grantor executed this Quit Claim Deed the day and year first above written.

GRANTOR:

_____,
a[n] [Illinois][Indiana][Iowa][Missouri] [not-for-profit][nonprofit]

By: _____
[Name], [Title]

STATE OF _____)

)

COUNTY OF _____)

On _____, 2024, before me, the undersigned, a notary public in and for said State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

_____, Notary Public

Printed Name: _____

My Commission Expires:

Send Subsequent Tax Bills to:

I affirm under penalties of perjury, that I have taken reasonable care to redact each social security number in this document unless required by law. This instrument is prepared by _____. [NTD: this

clause is only required for recordation in Indiana; confirm form of Quit Claim Deed with local title company]

SCHEDULE 1 TO QUIT CLAIM DEED
LEGAL DESCRIPTION

[To be inserted.]

Schedule 1

Facilities to be Purchased

Community Name	Address	State
Wabash Christian Village Apartments, LLC	548 Abelson Dr; Carmi, IL 62821	IL
Wabash Estates, LLC	532 Abelson Dr; Carmi, IL 62821-1588	IL
Washington Village Estates, LLC	1150 Newcastle Rd; Washington, IL 61571-1244	IL

Exhibit 3.04(a)

HUD CHANGE OF OWNERSHIP REVIEW CHECKLIST

[Attached.]

**Change of Ownership
Review Checklist**
Section 232

**U.S. Department of Housing and
Urban Development**
Office of Residential Care Facilities

Warning: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802).

<p>Project Name: Project Number: Applicant Name:</p>

SUBMISSION REQUIREMENTS:

- This checklist must be used for the following Change of Participant (CHOP) transaction types: Change of Borrower Entity, Change of Borrower's Controlling Participant(s), and Change of Borrower's IRS reporting structure. If the transaction also includes a Change of Operator or Change of Management Agent, you may use this checklist for the entire transaction.
- For more information on ORCF's CHOP criteria, please see the Healthcare Mortgage Insurance Program Handbook 4232.1, Section III, Chapter 7.
- If a CHOP is occurring in conjunction with the closing of a new Section 232 loan, **do not use this checklist.**
- For changes in Section 38 signatories that do not trigger a CHOP please contact your assigned Account Executive to discuss amending the Borrower's Regulatory Agreement.
- Note: If a Management Agent has been deemed an Operator, all Operator documents must be submitted for the management agent.
- Note: If a Hospital District is proposing to be the Operator under an Upper Payment Limit (UPL) program, all Operator documents (including the Operator Regulatory Agreement and Security Agreement) must be submitted for the Hospital entity as well as for the Sub-Operator entity responsible for the day-to-day operations. However, the Hospital entity is not required to execute the Cross-Default Guaranty as it is permitted to have other non-project related income. The Hospital District's Operator Security Agreement must include language that the revenues from IGT/UPL transactions are available for delinquencies and other project operating needs.

- Redlines of all HUD forms and of all revisions to the draft documents must be provided.
- **Portfolio Review Process:** To expedite portfolio CHOP reviews, the Lender may request a lead AE and lead attorney and designate a lead project. If the Lender elects this option, the Lender should submit the lead project’s CHOP submission ahead of the other projects. The lead attorney will provide comments on the lead project submission. Once the lead project submission is legally acceptable, the Lender’s counsel can draft and submit the CHOP submissions for the other projects in the portfolio. Note: For the other projects’ submissions, redlines of HUD forms should generally be provided against the standard HUD form, NOT against the lead project’s form (as each project may have deal-specific documents, special conditions, and/or riders).
- It is **critical** that you name each file according to the naming convention provided in the checklist **highlighted in green**. These highlighted numbers are important codes that “guide” the Portal system to recognize the type of transaction submitted, section number of the checklist, and the identity of the document. Therefore, using the naming conventions provided in the sample checklist that follows, appropriate file names for this submission package include **99901-a_Lender’s Narrative [OR] 99901-a_LendersNarrative [OR] 99901-a_LNarrative**. In all three examples, the critically important portion of the file name is the five-digit number, dash, letter, and underscore that have been highlighted in green on the checklist.
- The below Transaction Factors will guide which documents may apply to your transaction.

Transaction Determinant Factor Questions:

	Yes	No
1. Will there be a change in the control of the project ownership?	<input type="checkbox"/>	<input type="checkbox"/>
a. Will a significant sum of money (any amount that exceeds 10% of the original loan amount), change hands in conjunction with the transaction? <input type="checkbox"/> N/A	<input type="checkbox"/>	<input type="checkbox"/>
2. Does this transaction involve the transfer of title from the Borrower entity to a buyer, including conveyance by installment sales contract, land contract, or wrap-around mortgage?	<input type="checkbox"/>	<input type="checkbox"/>
3. Does this transaction involve the transfer of any interest in a partnership Borrower that causes a dissolution of the partnership under applicable state law?	<input type="checkbox"/>	<input type="checkbox"/>
4. Does this transaction involve the transfer of the beneficial interest in a	<input type="checkbox"/>	<input type="checkbox"/>

passive trust that results in a change in control and management of the asset,
although legal title remains in the trustee?

*If you answered “Yes” to any of the **Key Questions 1 through 4** above, you must provide the applicable documents requested in the checklist exhibits and complete those sections of the **Change of Ownership Lender Narrative (HUD-92266-ORCF)** marked with the corresponding code (1). Please check the box here and move on. (1)*

5. Does this transaction involve the transfer of interests in entities owning properties with the following characteristics? (If you answered “Yes” to this question, please check the box of the applicable characteristics from the list below.)

a. Any transfer of partnership interests in excess of 50% that do not cause a dissolution of the existing partnership under applicable law, as certified by an attorney who has no identity-of-interest with the partnership and is licensed to practice law in the state where the partnership is organized.

b. Addition or substitution of a managing or controlling member in a Limited Liability Company (LLC).

c. The substitution of one or more of the general partners of a limited partnership Borrower that does not cause a dissolution of the existing partnership under applicable law, as certified by an attorney who has no identity-of-interest with the partnership and is licensed to practice law in the state where the project is located.

d. A transfer of stock of a corporate general partner of a partnership where such transfer results in one person or entity controlling in excess of 50% of the stock of a publicly traded entity or closely held corporation, where such transfer results in a change of control of the corporate general partner.

e. A transfer of stock of a corporate Borrower where such transfer results in one person or entity, other than the original controlling entity, controlling stock in excess of 50%, or an amount less than 50% where such a transfer results in a change of control of the corporate Borrower.

f. Transfer of a beneficial interest in a passive trust that does not result in a change in control of the property.

g. Other entities not falling into categories above, where the managing control is changing (e.g., a change to a corporate officer or voting board

member of a non-profit corporation).

If you answered “Yes” to Key Question 5 above, you must provide the applicable documents requested in the checklist exhibits and complete those sections of the Change of Ownership Lender Narrative (HUD-92266-ORCF) marked with the corresponding code (2). Please check the box here and move on. (2)

6. Does the transaction involve a change of the Internal Revenue Service (IRS) Reporting Structure (i.e., when a Borrower changes from Limited Partner (LP) to LLC, but all principals remain the same and the tax identification number (TIN) is not changing?

If you answered “Yes” to Key Questions 6 above, you must provide the applicable documents requested in the checklist exhibits and complete those sections of the Change of Ownership Lender Narrative (HUD-92266-ORCF) marked with the corresponding code. Please check the box here and move on... (3)

7. Does this transaction also include a change of the Operator

8. Does this transaction also include a change of the Management Agent?

If you answered “Yes” to Key Questions 7 and/or 8 above, you must provide the applicable documents requested in the checklist exhibits and complete those sections of the Change of Ownership Lender Narrative (HUD-92266-ORCF) marked with the corresponding code (4) and/or (5), respectively. Please check the box here and move on. (4) [and/or] (5)

No.	Item	Incl.	N/A
	92201-a Completed Change of Ownership Checklist (1,2,3,4,5)	<input type="checkbox"/>	<input type="checkbox"/>
	92202-a Lender Narrative for Change of Ownership Application (Form HUD-92266-ORCF) (1,2)	<input type="checkbox"/>	<input type="checkbox"/>
	92203-a Contact Sheet (Form HUD-90024-ORCF) (1,2)	<input type="checkbox"/>	<input type="checkbox"/>
	92204-a Letter describing proposed change in organizational structure (3) <i>This letter, submitted on the Lender’s or Borrower’s letterhead, must provide a brief narrative that describes the proposed change of the IRS reporting structure and confirm that all principals of the borrower and the tax identification number (TIN) will remain the same.</i>	<input type="checkbox"/>	<input type="checkbox"/>
	92205-a Lender’s Consent to Transaction (3).....	<input type="checkbox"/>	<input type="checkbox"/>
	92206-a Application fee* (Pay.gov receipt) (1,2)	<input type="checkbox"/>	<input type="checkbox"/>
	<i>*An application fee \$0.50 per \$1,000 of the original face amount of the HUD-insured loan is required. The</i>		

No.	Item	Incl.	N/A
	<p><i>same application fee is required if the proposed transaction involves:</i></p> <ul style="list-style-type: none"> • <i>Transfer of more than fifty percent (50%) of “partnership” Mortgagor’s Interest</i> • <i>Transfer of more than fifty percent (50%) of the Corporate Stock of “Corporate Mortgagor”</i> • <i>Transfer of less than fifty percent (50%) of the corporate stock of “Corporate Mortgagor” if the result is a “Change in Control” of Corporate Mortgagor</i> 		
	<p>Organizational Documents – Borrower (1,2,3)</p> <p>a. 92207-a Organizational Charts (current and proposed)</p> <p>b. 92207-b Organizational certification (including incumbency)</p> <p>c. 92207-c Formation documents, as amended</p> <p>d. 92207-d Governing documents, as amended</p> <p>e. 92207-e Authorizing resolution</p> <p>f. 92207-f Status certificates</p> <p>Principal of Borrower’s Organizational Documents (2).....</p> <p><i>Provide for any entity in Borrower’s signature block. For trusts, submit the Trust Agreement and the Certification or Affidavit of Trust.</i></p> <p>aa. 92207-aa Organizational Charts (current and proposed)</p> <p>bb. 92207-bb Organizational certification (including incumbency)</p> <p>cc. 92207-cc Formation documents, as amended</p> <p>dd. 92207-dd Governing documents, as amended</p> <p>ee. 92207-ee Authorizing resolution</p> <p>ff. 92207-ff Status certificates</p>	<input type="checkbox"/>	<input type="checkbox"/>
	<p>92208-a Qualifications/Resumes (Purchaser/New Borrower, New Operator, and/or New Management Agent) (1,2,4,5)</p> <p><i>Provide evidence for the business entity and each of its principals.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
	<p>Attorney’s Opinion(s)</p> <p><i>OMB Opinions are only required for a full change of the Borrower entity, Operator entity, or Master Tenant entity. The Opinion format can be adapted for CHOP transactions as needed.</i></p> <p>92209-a THIS LINE INTENTIONALLY LEFT BLANK</p> <p>92209-b Opinion of Borrower’s Counsel (HUD-91725-ORCF) (1).....</p> <p>92209-c Opinion of Operator’s Counsel (HUD-92325-ORCF) (4)</p> <p>92209-d Opinion of Master Tenant’s Counsel (HUD-92335-ORCF) (4).....</p> <p>92209-e Attorney’s Certification on Execution and Recordation (see ORCF Loan servicing website) (1,2,3,4,5).....</p>	<input type="checkbox"/>	<input type="checkbox"/>
	<p>92210-a Evidence of Registration for Controlling Participants in Business Partner Registration System (BPRS) (1,2,3,4,5)</p>	<input type="checkbox"/>	
	<p>92211-a Application for Facility License [OR] copy of License with name of New Operator entity (1,3,4,5).....</p>	<input type="checkbox"/>	<input type="checkbox"/>
	<p>Evidence of Title Insurance (1,3).....</p> <p><i>Applicable when the mortgage is assumed or amended (to modify references to the Master Lease in pre-2019)</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

No.	Item	Incl.	N/A
	documents)		
	a. 92212-a Date down pro forma title endorsement [OR]	<input type="checkbox"/>	<input type="checkbox"/>
	b. 92212-b Pro forma ALTA Loan Title Insurance Policy [AND]	<input type="checkbox"/>	<input type="checkbox"/>
	c. 92212-c Title agent letter of authority	<input type="checkbox"/>	<input type="checkbox"/>
	92213-a Executed Purchase and Sale Agreement (1,2)	<input type="checkbox"/>	<input type="checkbox"/>
	92214-a Proposed Bill of Sale and Assignment (HUD-92228-ORCF) (1,2).....	<input type="checkbox"/>	<input type="checkbox"/>
	Assumption/Amendments		
	a. 92215-a THIS LINE INTENTIONALLY LEFT BLANK		
	b. 92215-b Assumption of Security Instrument (1) <i>If the current mortgage is a separate document from the security agreement, then both documents must be assumed. (If the project is being removed from or added to a Master Lease and the mortgage is prior to 06/2019, the Assumption must also revise the mortgage's references to the Master Tenant/Master Lease.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
	c. 92215-c Assumption of Borrower Regulatory Agreement [or] New Borrower Regulatory Agreement (1) <i>An Assumption of the Borrower Regulatory Agreement is required for purchasers of projects using pre-July 2013 documents; and the newest version of the Borrower Regulatory Agreement is required for purchasers of projects using documents dated July 2013 or later (either via an assumption or a new agreement). If executing an Assumption, please note that the Borrower Regulatory Agreement must also be amended to:</i> 1) revise all references to the Master Tenant/Master Lease (if the project is being removed from or added to a Master Lease and the Regulatory Agreement is prior to 06/2019), 2) add a Master Lease Termination provision (if project is being added to a master lease that does not extend to the end of the mortgage), and 3) amend the Section 38 signatories (if the signatories need changing). If executing a new Borrower Regulatory Agreement, please ensure that any Special Conditions in the current Borrower Regulatory Agreement are carried over and that the new Borrower Regulatory Agreement is incorporated into the mortgage.	<input type="checkbox"/>	<input type="checkbox"/>
	Releases of Regulatory Agreements <i>Optional. Only applicable if a new Regulatory Agreement is being executed (not applicable for assumptions).</i>		
	d. 92215-d Release of existing Borrower Regulatory Agreement (1)	<input type="checkbox"/>	<input type="checkbox"/>
	e. 92215-e Release of existing Master Tenant Regulatory Agreement (4)	<input type="checkbox"/>	<input type="checkbox"/>
	f. 92215-f Release of existing Operator Regulatory Agreement (4)	<input type="checkbox"/>	<input type="checkbox"/>
	92216-a Copy of Existing Borrower's Regulatory Agreement (1,2,3).....	<input type="checkbox"/>	<input type="checkbox"/>
	New Operator's Security Agreement and related documents (4)..... <i>If Project is also being removed from or added to a Master Lease, the existing Operator Security Agreement, if dated prior to 06/2019, must be amended to change all references to Master Tenant/Lease. For UPL/IGT transactions, language must be added to the Operator Security Agreement which provides that IGT/UPL proceeds that are not considered Excluded Proceeds (as defined by the transaction specific agreements) are included in the definition of Government Payments. Request sample language from ORCF.</i>	<input type="checkbox"/>	<input type="checkbox"/>
	a. 92217-a New Operator's Security Agreement (HUD-92323-ORCF)	<input type="checkbox"/>	<input type="checkbox"/>
	b. 92217-b UCC Financing Statement (County)	<input type="checkbox"/>	<input type="checkbox"/>

No.	Item	Incl.	N/A
	c. 92217-c UCC Financing Statement (State) d. 92217-d Operator Assignment of Rents and Leases (HUD-92324-ORCF).....	<input type="checkbox"/>	<input type="checkbox"/>
	Deposit Control Agreement(s) (4)..... <i>Applicable if deposit accounts are changing.</i> a. 92218-a Deposit Account Control Agreement (DACA) b. 92218-b Deposit Account Instructions and Services Agreement (DAISA) (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
	Evidence of Professional Liability Insurance (PLI) Coverage..... a. 92219-a ACORD Certificate of PLI (4)..... b. 92219-b Schedule of facilities covered by PLI policy (4) c. 92219-c Potential PLI claims certification (4) d. 92219-d Evidence of PLI insurer's rating (printout from AM Best Rating or Demotech) (4) e. 92219-e Insurance certification (HUD-92435-ORCF) (1, 2)	<input type="checkbox"/>	<input type="checkbox"/>
	92220-a Six-year loss history of all claims against New Operator/New Parent of the Operator (4) <i>If property subject to the CHOP is being added to an umbrella PLI policy, please provide six-year loss history for that policy. If property subject to the CHOP is being added to a stand-alone PLI policy (regardless of if there is a Parent of an Operator or not), please provide a six-year loss history for each facility that the controlling participants' operate. The six-year loss history should be provided in annual summary form (prepared by the insurance company or third-party administrator).</i>	<input type="checkbox"/>	<input type="checkbox"/>
	Draft Operating Lease (or Sublease) (1) <i>In some cases, such as if the project is being removed from or added to a Master Lease, the existing Operator Lease will need to be terminated.</i> a. 92221-a Draft Estoppel Certificate (HUD-91117-ORCF) b. 92221-b Draft Operating Lease with attached Addendum to Operating Lease (HUD-91116-ORCF) c. 92221-c Draft Memorandum of Operating Lease d. 92221-d Draft Subordination (Non-Disturbance and Attornment) Agreement (HUD-91110-ORCF)	<input type="checkbox"/>	<input type="checkbox"/>
	New Master Lease (1, 4) <i>As applicable, for transactions that require a new master lease to include the subject project.</i> a. THIS LINE INTENTIONALLY LEFT BLANK b. 92222-b Master Lease, with attached Master Lease Addendum (HUD-92211-ORCF)..... c. 92222-c Cross-Default Guaranty of Subtenants (HUD-92211-ORCF) d. 92222-d Master Lease Subordination [Non-Disturbance and Attornment] Agreement (HUD-92333-ORCF)..... e. THIS LINE INTENTIONALLY LEFT BLANK f. 92222-f Healthcare Regulatory Agreement – Master Tenant (HUD-92337-ORCF) g. 92222-g Master Tenant Estoppel Certificate (HUD-92339-ORCF)	<input type="checkbox"/>	<input type="checkbox"/>

No.	Item	Incl.	N/A
h.	92222-h Master Tenant Security Agreement (<u>HUD-92340-ORCF</u>).....	<input type="checkbox"/>	<input type="checkbox"/>
i.	92222-i Master Tenant Assignment of Leases and Rents (<u>HUD-92334-ORCF</u>)....	<input type="checkbox"/>	<input type="checkbox"/>
j.	92222-j Memorandum of Master Lease	<input type="checkbox"/>	<input type="checkbox"/>
k.	92222-k Master Tenant UCC Financing Statement (County)	<input type="checkbox"/>	<input type="checkbox"/>
l.	92222-l Master Tenant UCC Financing Statement (State)	<input type="checkbox"/>	<input type="checkbox"/>
Modification of Existing Master Lease (1, 4) <i>As applicable, for transactions that result in the subject project being added to a previously approved master lease OR for transactions with a change in the operator/subtenant for a project subject to an existing master lease.</i>		<input type="checkbox"/>	<input type="checkbox"/>
a.	THIS LINE INTENTIONALLY LEFT BLANK		
b.	92223-b Draft Master Tenant Estoppel Certificate with attached existing Master Lease (<u>HUD-92339-ORCF</u>)	<input type="checkbox"/>	<input type="checkbox"/>
c.	92223-c HUD Master Lease Addendum (<u>HUD-92211-ORCF</u>)	<input type="checkbox"/>	<input type="checkbox"/>
d.	92223-d Draft Amendment/Joinder to Existing Master Lease	<input type="checkbox"/>	<input type="checkbox"/>
e.	92223-e Existing Cross-Default Guaranty of Subtenants (<u>HUD-92331-ORCF</u>) ..	<input type="checkbox"/>	<input type="checkbox"/>
f.	92223-f Draft Amendment/Joinder to Cross-Default Guaranty of Subtenants	<input type="checkbox"/>	<input type="checkbox"/>
g.	92223-g Memorandum of Master Lease	<input type="checkbox"/>	<input type="checkbox"/>
h.	92223-h Healthcare Regulatory Agreement – Master Tenant and/or Amendment thereto (<u>HUD-92337-ORCF</u>)	<input type="checkbox"/>	<input type="checkbox"/>
i.	92223-i Master Tenant Security Agreement and/or Amendment thereto (<u>HUD-92340-ORCF</u>)	<input type="checkbox"/>	<input type="checkbox"/>
j.	92223-j Master Tenant Assignment of Leases and Rents and/or Amendment thereto (<u>HUD-92334-ORCF</u>)	<input type="checkbox"/>	<input type="checkbox"/>
k.	92223-k Master Tenant UCC-1 Financing Statements (County)	<input type="checkbox"/>	<input type="checkbox"/>
l.	92223-l Master Tenant UCC-1 Financing Statements (State)	<input type="checkbox"/>	<input type="checkbox"/>
m.	92223-m Master Lease Subordination [Non-Disturbance and Attornment] Agreement and/or Amendment thereto (<u>HUD-92333-ORCF</u>)	<input type="checkbox"/>	<input type="checkbox"/>
n.	THIS LINE INTENTIONALLY LEFT BLANK		
Master Lease Release Documents (1, 4) <i>As applicable, for transactions that result in the subject project being removed from an existing Master Lease, if that Master Lease will continue to exist after this project's departure.</i>		<input type="checkbox"/>	<input type="checkbox"/>
a.	92224-a Mortgage Letter of Recommendation	<input type="checkbox"/>	<input type="checkbox"/>
b.	92224-b Master Lease Analysis <i>(Optional worksheet available on ORCF website)</i>	<input type="checkbox"/>	<input type="checkbox"/>
c.	92224-c Copy of Master Lease and Master Lease Addendum, including all amendments and joinders (<u>HUD-92211-ORCF</u>)	<input type="checkbox"/>	<input type="checkbox"/>
d.	92224-d Draft Amendment to HUD Master Lease <i>(please see Amendment to HUD Master Lease (Partial Termination and Release) (HUD-92342-ORCF) for sample language)</i>	<input type="checkbox"/>	<input type="checkbox"/>
e.	92224-e Copy of existing Cross Default Guaranty of Subtenants (<u>HUD-92331-ORCF</u>).....	<input type="checkbox"/>	<input type="checkbox"/>
f.	92224-f Draft Amendment to Cross-Default Guaranty of Subtenants	<input type="checkbox"/>	<input type="checkbox"/>
g.	92224-g Copy of Recorded Memorandum of Master Lease	<input type="checkbox"/>	<input type="checkbox"/>
h.	92224-h Draft Termination of Memorandum of Master Lease	<input type="checkbox"/>	<input type="checkbox"/>

No.	Item	Incl.	N/A
	i. 92224-i Copy of Master Tenant Security Agreement (HUD-92340-ORCF).....	<input type="checkbox"/>	<input type="checkbox"/>
	j. 92224-j Draft Termination of Master Tenant Security Agreement	<input type="checkbox"/>	<input type="checkbox"/>
	k. 92224-k Copy of Recorded Master Tenant Assignment of Leases and Rents (HUD-92334-ORCF)	<input type="checkbox"/>	<input type="checkbox"/>
	l. 92224-l Draft Termination of Master Tenant Assignment of Leases and Rents	<input type="checkbox"/>	<input type="checkbox"/>
	m. 92224-m Copy of Recorded Master Lease Subordination [Non-Disturbance and Attornment] Agreement (HUD-92333-ORCF)	<input type="checkbox"/>	<input type="checkbox"/>
	n. 92224-n Draft Termination of Master Lease Subordination [Non-Disturbance and Attornment] Agreement	<input type="checkbox"/>	<input type="checkbox"/>
	o. 92224-o Copy of Recorded Healthcare Regulatory Agreement – Master Tenant (HUD-92337-ORCF)	<input type="checkbox"/>	<input type="checkbox"/>
	p. THIS LINE INTENTIONALLY LEFT BLANK		
	q. 92224-q Copy of Recorded Master Tenant UCC-1 Financing Statements (county and state).....	<input type="checkbox"/>	<input type="checkbox"/>
	r. 92224-r Draft Termination of Master Tenant UCC-1 Financing Statements (county and state).....	<input type="checkbox"/>	<input type="checkbox"/>
	s. 92224-s Master Tenant Estoppel Certificate (HUD-92339-ORCF)	<input type="checkbox"/>	<input type="checkbox"/>
	t. 92224-t AR Lender confirmation that Master Lease Release will not be considered a default under the AR loan documents	<input type="checkbox"/>	<input type="checkbox"/>
	Master Lease Termination (1, 4)	<input type="checkbox"/>	<input type="checkbox"/>
	<i>As applicable, for transactions where the existing Master Lease is being terminated simultaneously with the CHOP.</i>		
	a. 92225-a Copy of Master Lease and Master Lease Addendum, including all amendments and joinders (HUD-92211-ORCF).....	<input type="checkbox"/>	<input type="checkbox"/>
	b. 92225-b Draft Amendment to HUD Master Lease (Partial Termination and Release (HUD-92342-ORCF)	<input type="checkbox"/>	<input type="checkbox"/>
	c. 92225-c Copy of Recorded Memorandum of Master Lease	<input type="checkbox"/>	<input type="checkbox"/>
	d. 92225-d Draft Termination of Memorandum of Master Lease	<input type="checkbox"/>	<input type="checkbox"/>
	e. 92225-e Copy of Cross Default Guaranty of Subtenants (HUD-92331-ORCF)	<input type="checkbox"/>	<input type="checkbox"/>
	f. 92225-f Draft Termination and Release of Cross Default Guaranty of Subtenants, Section 232 (HUD-92341-ORCF)	<input type="checkbox"/>	<input type="checkbox"/>
	g. 92225-g Copy of Master Tenant Security Agreement (HUD-92340-ORCF)	<input type="checkbox"/>	<input type="checkbox"/>
	h. 92225-h Draft Termination of Master Tenant Security Agreement.....	<input type="checkbox"/>	<input type="checkbox"/>
	i. 92225-i Copy of Recorded Master Tenant Assignment of Leases and Rents (HUD-92334-ORCF)	<input type="checkbox"/>	<input type="checkbox"/>
	j. 92225-j Draft Termination of Master Tenant Assignment of Leases and Rents.....	<input type="checkbox"/>	<input type="checkbox"/>
	k. 92225-k Copy of Recorded Master Lease Subordination [Non-Disturbance and Attornment] Agreement (HUD-92333-ORCF)	<input type="checkbox"/>	<input type="checkbox"/>
	l. 92225-l Draft Termination of Master Lease Subordination [Non-Disturbance and Attornment] Agreement	<input type="checkbox"/>	<input type="checkbox"/>
	m. 92225-m Copy of Recorded Healthcare Regulatory Agreement – Master Tenant.	<input type="checkbox"/>	<input type="checkbox"/>
	n. THIS LINE INTENTIONALLY LEFT BLANK		
	o. 92225-o Copy of Recorded Master Tenant UCC-1 Financing Statements (county and state)	<input type="checkbox"/>	<input type="checkbox"/>

No.	Item	Incl.	N/A
	p. 92225-p Draft Termination of Master Tenant UCC-1 Financing Statements (county and state) q. 92225-q AR Lender confirmation that Master Lease Termination will not be considered a default under the AR loan documents	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
25a.	Organizational Documents – Master Tenant (4) aa. 92225-aa Organizational Charts (<i>current and proposed</i>) bb. 92225-bb Organizational certification (<i>including incumbency</i>) cc. 92225-cc Formation documents, as amended dd. 92225-dd Governing documents, as amended ee. 92225-ee Authorizing resolution ff. 92225-ff Status certificates	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
25b.	Organizational Documents –Master Tenant Principals (4) gg. 92225-gg Organizational Charts (<i>current and proposed</i>) hh. 92225-hh Organizational certification (<i>including incumbency</i>) ii. 92225-ii Formation documents, as amended jj. 92225-jj Governing documents, as amended kk. 92225-kk Authorizing resolution ll. 92225-ll Status certificates.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
	Accounts Receivable (AR) Financing Documents (4) <i>Applicable for new AR Financing and Modification of AR Financing. If the project is also being removed from or added to a Master Lease, the Intercreditor must be amended to revise references to the Master Tenant/Master Lease.</i> a. 92226-a Accounts Receivable Financing Certification (<u>HUD-90020-ORCF</u>) b. 92226-b Draft Intercreditor Agreement (Redlined Version) (<u>HUD-92322-ORCF</u>) c. 92226-c Cash flow chart, as attached to the Operator Security Agreement (<u>HUD-92323-ORCF</u>) d. 92226-d AR Loan Agreement, as amended, including all exhibits, schedules, addenda, riders and allonges e. 92226-e AR Loan Note(s) f. 92226-f All security agreements, UCC financing statements, deposit control agreements, lockbox agreements and/or blocked account agreements in favor of the AR Lender g. 92226-g All guaranties, pledges and/or other side agreements in favor of the AR Lender h. 92226-h Accounts Receivable Financing Terms Memo (<i>optional supplement</i>)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

No.	Item	Incl.	N/A
	92231-a THIS LINE INTENTIONALLY LEFT BLANK		
	92232-a THIS LINE INTENTIONALLY LEFT BLANK		
	92233-a THIS LINE INTENTIONALLY LEFT BLANK		
	Credit reports for New Borrower and Principals <i>(or new principals of an existing Borrower)</i> (1,2)	<input type="checkbox"/>	<input type="checkbox"/>
	a. 92234-a New Borrower	<input type="checkbox"/>	<input type="checkbox"/>
	b. 92234-b Principal of Borrower <i>If a principal is a business entity (i.e., corporation, partnership) with an operating history, a credit report is required only on the business firm, not the owners of the firm.</i>	<input type="checkbox"/>	<input type="checkbox"/>
	c. 92234-c Sampling of Principal’s Other Business Concerns <i>(Credit reports from 10% of the entities listed on the attached Consolidated Certification)</i>	<input type="checkbox"/>	<input type="checkbox"/>
	Organizational Documents – New Operator <i>(as applicable)</i> (4)	<input type="checkbox"/>	<input type="checkbox"/>
	<i>For trusts, submit the Trust Agreement and the Certification or Affidavit of Trust</i>		
	a. 92235-a Organizational Charts <i>(current and proposed)</i>	<input type="checkbox"/>	<input type="checkbox"/>
	b. 92235-b Organizational certification <i>(including incumbency)</i>	<input type="checkbox"/>	<input type="checkbox"/>
	c. 92235-c Formation documents, as amended	<input type="checkbox"/>	<input type="checkbox"/>
	d. 92235-d Governing documents, as amended	<input type="checkbox"/>	<input type="checkbox"/>
	e. 92235-e Authorizing resolution	<input type="checkbox"/>	<input type="checkbox"/>
	f. 92235-f Status certificates	<input type="checkbox"/>	<input type="checkbox"/>
	Organizational Documents – New Parent of the Operator <i>(as applicable)</i> (4)	<input type="checkbox"/>	<input type="checkbox"/>
	<i>For trusts, submit the Trust Agreement and the Certification or Affidavit of Trust</i>		
	a. 92236-a Organizational Charts <i>(current and proposed)</i>	<input type="checkbox"/>	<input type="checkbox"/>
	b. 92236-b Organizational certification <i>(including incumbency)</i>	<input type="checkbox"/>	<input type="checkbox"/>
	c. 92236-c Formation documents, as amended	<input type="checkbox"/>	<input type="checkbox"/>
	d. 92236-d Governing documents, as amended	<input type="checkbox"/>	<input type="checkbox"/>
	e. 92236-e Authorizing resolution	<input type="checkbox"/>	<input type="checkbox"/>
	f. 92236-f Status certificates	<input type="checkbox"/>	<input type="checkbox"/>
	92237-a Draft Operator’s Regulatory Agreement (HUD-92466A-ORCF) (4).....	<input type="checkbox"/>	<input type="checkbox"/>
	<i>If the project is also being removed from or added to a Master Lease, the existing Operator’s Regulatory Agreement, if dated prior to June 2019, must be amended to revise all references to the Master Tenant/Lease.</i>		
	THIS LINE INTENTIONALLY LEFT BLANK		
	Credit reports for New Operator Entity and New Parent of the Operator <i>(as applicable)</i> (4)	<input type="checkbox"/>	<input type="checkbox"/>
	a. 92239-a Credit reports for New Operator Entity and New Parent of the Operator.	<input type="checkbox"/>	<input type="checkbox"/>
	b. 92239-b Sampling of Other Business Concerns of New Operator <i>(Credit reports from 10% of the entities listed on the attached Consolidated Certification)</i>	<input type="checkbox"/>	<input type="checkbox"/>
	c. 92239-c Sampling of Other Business Concerns of New Parent of the Operator <i>(Credit reports from 10% of the entities listed on the attached Consolidated Certification)</i>	<input type="checkbox"/>	<input type="checkbox"/>
	92240-a Sources and uses of funds statement (1)	<input type="checkbox"/>	<input type="checkbox"/>

No.	Item	Incl.	N/A
	92241-a Pro forma balance sheet of New Borrower (1)	<input type="checkbox"/>	<input type="checkbox"/>
	92242-a Lender's statement of escrow and reserve accounts (1).....	<input type="checkbox"/>	<input type="checkbox"/>
	92243-a Project Capital Needs Assessment (PCNA) (1,2)	<input type="checkbox"/>	<input type="checkbox"/>
	<i>Provide if 10 years or more since last PCNA.</i>		
	92244-a Consolidated Certifications (<u>HUD-90013-ORCF through HUD-90017-ORCF</u>) (as applicable) (1,2,3*,4,5)	<input type="checkbox"/>	<input type="checkbox"/>
	<i>Please include overall star ratings for every facility listed and any star rating category two (2) or below. * Only if TIN is changing.</i>		
	92245-a THIS LINE INTENTIONALLY LEFT BLANK		
	92246-a THIS LINE INTENTIONALLY LEFT BLANK		
	92247-a THIS LINE INTENTIONALLY LEFT BLANK		
	Management Agent Documents (5)	<input type="checkbox"/>	<input type="checkbox"/>
	a. 92248-a Management Agent Certification (<u>HUD-9839-ORCF</u>)	<input type="checkbox"/>	<input type="checkbox"/>
	b. 92248-b INTENTIONALLY LEFT BLANK		
	c. 92248-c Management Agent Agreement	<input type="checkbox"/>	<input type="checkbox"/>
	d. 92248-d Management Agreement Addendum (<u>HUD-92071-ORCF</u>).....	<input type="checkbox"/>	<input type="checkbox"/>
	Financial Detail of Existing Operator (4)	<input type="checkbox"/>	<input type="checkbox"/>
	a. 92249-a Aging of Accounts Receivable	<input type="checkbox"/>	<input type="checkbox"/>
	b. 92249-b Aging of Accounts Payable	<input type="checkbox"/>	<input type="checkbox"/>
	92250-a Evidence that the Affirmative Fair Housing Marketing Plan (AFHMP) has been reviewed and is current (<u>HUD-935.2D-ORCF</u>) (1,2,3,4).....	<input type="checkbox"/>	<input type="checkbox"/>
	<i>Applicable if AFHMP was required during the firm application process of the existing loan</i>		
	<i>Please note HUD requires a Borrower to review a project's AFHMP every five (5) years for projects where AFHMP was required during the firm application process of the existing loan.</i>		
	92251-a State Regulatory Agency/Centers for Medicare & Medicaid Services (CMS) (4) <i>Please provide statement listing any unresolved issues with state regulatory agency/CMS for all HUD-insured and non- insured facilities operated by incoming Controlling Participants (entities or individuals).</i>	<input type="checkbox"/>	<input type="checkbox"/>
51a.	92251-aa Redlined Escrow Agreement for Debt Service Reserve (<u>HUD-92476C-ORCF</u>) (1,4)	<input type="checkbox"/>	<input type="checkbox"/>
	<i>ORCF may require if property is not performing financially or if there are issues with quality of care.</i>		

Final Approval Process

The applicant must provide the following items for final approval:

No.	Item	Incl.	N/A
	92252-a Recorded Assumption of Security Instrument (1)	<input type="checkbox"/>	<input type="checkbox"/>
	<i>As applicable, if New Borrower is assuming the Security Instrument.</i>		

No.	Item	Incl.	N/A
	92253-a THIS LINE INTENTIONALLY LEFT BLANK		
	Recorded Regulatory Agreements..... a. 92254-a Recorded Operator’s Regulatory Agreement <u>HUD-92466A-ORCF</u> (4) b. 92254-b Recorded Assumption of Existing Borrower Regulatory Agreement [or] New Borrower Regulatory Agreement (<u>HUD-92466-ORCF</u>) (1)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
	Executed Operating Lease (or Sublease) (1,4)..... a. 92255-a Estoppel Certificate (<u>HUD-91117-ORCF</u>) b. 92255-b Operating Lease with attached Addendum to Operating Lease (<u>HUD-91116-ORCF</u>) c. 92255-c Recorded Memorandum of Operating Lease d. 92255-d Recorded Subordination (Non-Disturbance and Attornment) Agreement (<u>HUD-91110-ORCF</u>)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
	92256-a Copy of License with Name of New Operator Entity (1,3,4,5)	<input type="checkbox"/>	<input type="checkbox"/>
	Executed New Master Lease (1,4)..... <i>As applicable, for transactions that require a new master lease to include the subject project.</i> a. THIS LINE INTENTIONALLY LEFT BLANK b. 92257-b Executed Master Lease, with attached Master Lease Addendum (<u>HUD-92211-ORCF</u>)..... c. 92257-c Executed Cross-Default Guaranty of Subtenants (<u>HUD-92331-ORCF</u>) d. 92257-d Recorded Master Lease Subordination [, Non-Disturbance and Attornment] Agreement (<u>HUD-92333-ORCF</u>) e. THIS LINE INTENTIONALLY LEFT BLANK f. 92257-f Recorded Healthcare Regulatory Agreement – Master Tenant (<u>HUD-92337-ORCF</u>) g. 92257-g Executed Master Tenant Estoppel Certificate (<u>HUD-92339-ORCF</u>)..... h. 92257-h Executed Master Tenant Security Agreement (<u>HUD-92340-ORCF</u>)..... i. 92257-i Recorded Master Tenant Assignment of Leases and Rents (<u>HUD-92334-ORCF</u>) j. 92257-j Recorded Memorandum of Master Lease k. 92257-k Recorded UCC Financing Statement (County) l. 92257-l Filed UCC Financing Statement (State)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
	Executed Master Lease Release Documents (1,4)..... <i>As applicable, for transactions that result in the subject project being removed from an existing Master Lease, if that Master Lease will continue to exist after this project’s departure.</i> a. 92258-a Executed Amendment to HUD Master Lease (<u>HUD-92342-ORCF</u>)..... b. 92258-b Executed Amendment to Cross-Default Guaranty of Subtenants (<u>HUD-92341-ORCF</u>) c. 92258-c Recorded Termination of Memorandum of Master Lease	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

No.	Item	Incl.	N/A
	d. 92258-d Executed Termination of Master Tenant Security Agreement e. 92258-e Recorded Termination of Master Tenant Assignment of Leases and Rents f. 92258-f Recorded Termination of Master Lease Subordination [, Non-Disturbance and Attornment] Agreement g. THIS LINE INTENTIONALLY LEFT BLANK h. 92258-h Recorded Termination of Master Tenant UCC-1 Financing Statements i. 92258-i Executed Master Tenant Estoppel Certificate (HUD-92339-ORCF)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
	Modification of Existing Master Lease (1,4) <i>As applicable, for transactions that result in the subject project being added to a previously approved master lease [OR] for transactions with a change in the operator/subtenant for a project subject to an existing master lease.</i> a. 92259-a Organizational Chart of Master Tenant b. 92259-b Executed Master Tenant Estoppel Certificate with attached existing Master Lease (HUD-92339-ORCF) c. 92259-c HUD Master Lease Addendum (HUD-92211-ORCF) d. 92259-d Executed Joinder to Existing Master Lease e. 92259-e Existing Cross-Default Guaranty of Subtenants (HUD-92331-ORCF) ... f. 92259-f Executed Amendment/Joinder to Cross-Default Guaranty of Subtenants g. 92259-g Recorded Memorandum of Master Lease h. 92259-h Recorded Healthcare Regulatory Agreement – Master Tenant and/or Amendment thereto (HUD-92337-ORCF)..... i. 92259-i Executed Master Tenant Security Agreement or Amendment thereto (HUD-92340-ORCF) j. 92259-j Recorded Master Tenant Assignment of Leases and Rents (HUD-92334-ORCF) k. 92259-k Recorded Master Tenant UCC-1 Financing Statements (County and State) l. 92259-l Recorded Master Lease Subordination [, Non-Disturbance and Attornment] Agreement or Amendment thereto (HUD-92333-ORCF)..... m. THIS LINE INTENTIONALLY LEFT BLANK	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
	Master Lease Termination (1,4) <i>As applicable, for transactions where the existing Master Lease is being terminated simultaneously with the CHOP.</i> a. 92260-a Executed Amendment to HUD Master Lease (Partial Termination and Release) (HUD-92342-ORCF) b. 92260-b Recorded Termination of Memorandum of Master Lease..... c. 92260-c Executed Termination and Release of Cross Default Guaranty of Subtenants, Section 232 (HUD-92341-ORCF) d. 92260-d Executed Termination of Master Tenant Security Agreement e. 92260-e Executed Termination of Master Tenant Assignment of Leases and	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

No.	Item	Incl.	N/A
	Rents.....	<input type="checkbox"/>	<input type="checkbox"/>
	f. 92260-f Recorded Termination of Master Lease Subordination [, Non-Disturbance and Attornment] Agreement	<input type="checkbox"/>	<input type="checkbox"/>
	g. THIS LINE INTENTIONALLY LEFT BLANK		
	h. 92260-h Recorded Termination of Master Tenant UCC-1 Financing Statements (County and State)	<input type="checkbox"/>	<input type="checkbox"/>
60a.	Executed Organizational Documents – Master Tenant (4)	<input type="checkbox"/>	<input type="checkbox"/>
	aa. 92260-aa Organizational Charts (<i>current and proposed</i>)	<input type="checkbox"/>	<input type="checkbox"/>
	bb. 92260-bb Organizational certification	<input type="checkbox"/>	<input type="checkbox"/>
	cc. 92260-cc Formation documents, as amended	<input type="checkbox"/>	<input type="checkbox"/>
	dd. 92260-dd Governing documents, as amended	<input type="checkbox"/>	<input type="checkbox"/>
	ee. 92260-ee Authorizing resolution	<input type="checkbox"/>	<input type="checkbox"/>
	ff. 92260-ff Status certificates	<input type="checkbox"/>	<input type="checkbox"/>
60b.	Executed Organizational Documents – Master Tenant Principals (4)	<input type="checkbox"/>	<input type="checkbox"/>
	gg. 92260-gg Organizational Charts (<i>current and proposed</i>)	<input type="checkbox"/>	<input type="checkbox"/>
	hh. 92260-hh Organizational certification	<input type="checkbox"/>	<input type="checkbox"/>
	ii. 92260-ii Formation documents, as amended	<input type="checkbox"/>	<input type="checkbox"/>
	jj. 92260-jj Governing documents, as amended	<input type="checkbox"/>	<input type="checkbox"/>
	kk. 92260-kk Authorizing resolution	<input type="checkbox"/>	<input type="checkbox"/>
	ll. 92260-ll Status certificates	<input type="checkbox"/>	<input type="checkbox"/>
	Executed Secondary Financing Documents (<i>as applicable</i>) (1).....	<input type="checkbox"/>	<input type="checkbox"/>
	a. 92261-a Recorded Secondary financing documents (<i>as amended by HUD’s Secondary Financing Rider if a private, non-governmental source is providing secured, secondary financing</i>)	<input type="checkbox"/>	<input type="checkbox"/>
	b. 92261-b Promissory Note(s)	<input type="checkbox"/>	<input type="checkbox"/>
	c. 92261-c Residual Receipts Note (<u>HUD 91710-ORCF</u>) (<i>to be submitted for each unsecured promissory note when Borrower is a non-profit entity</i>)	<input type="checkbox"/>	<input type="checkbox"/>
	d. 92261-d Surplus Cash Note (<u>HUD-92223-ORCF</u>) (<i>to be submitted for each unsecured promissory note when Borrower is a for-profit entity</i>)	<input type="checkbox"/>	<input type="checkbox"/>
	e. 92261-e Recorded Subordination Agreement (<u>HUD-92420-ORCF</u>) (<i>to be submitted if a governmental source is providing secured, secondary financing</i>)	<input type="checkbox"/>	<input type="checkbox"/>
	92262-a Recorded Deed (<i>if applicable</i>) (1).....	<input type="checkbox"/>	<input type="checkbox"/>
	New Operator’s Executed Security Agreement (1,4).....	<input type="checkbox"/>	<input type="checkbox"/>
	a. 92263-a New Operator’s Security Agreement	<input type="checkbox"/>	<input type="checkbox"/>
	b. 92263-b Recorded UCC Financing Statement (County)	<input type="checkbox"/>	<input type="checkbox"/>
	c. 92263-c Filed UCC Financing Statement (State)	<input type="checkbox"/>	<input type="checkbox"/>
	d. 92263-d Recorded Operator Assignment of Rents and Leases.....	<input type="checkbox"/>	<input type="checkbox"/>
	Evidence of Title Insurance (<i>as applicable</i>) (1,3)	<input type="checkbox"/>	<input type="checkbox"/>

No.	Item	Incl.	N/A
	a. 92264-a Date Down Title Endorsement [OR] b. 92264-b ALTA Loan Title Insurance Policy [AND] c. 92264-c Title Agent Letter of Authority	<input type="checkbox"/>	<input type="checkbox"/>
	Executed Deposit Control Agreement(s) (4).....	<input type="checkbox"/>	<input type="checkbox"/>
	a. 92265-a Deposit Account Control Agreement (DACA)..... b. 92265-b Deposit Account Instructions and Services Agreement (DAISA) (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
	Executed Accounts Receivable (AR) Financing Documents (as applicable) (4)	<input type="checkbox"/>	<input type="checkbox"/>
	a. 92266-a Accounts Receivable Financing Certification (HUD-90020-ORCF) b. 92266-b Executed Intercreditor Agreement (HUD-92322-ORCF)..... c. 92266-c Cash flow chart, as attached to the Operator Security Agreement (HUD-92323-ORCF) d. 92266-d AR Loan Agreement, as amended, including all exhibits, schedules, addenda, riders and allonges e. 92266-e AR Loan Note(s) f. 92266-f All security agreements, UCC financing statements, deposit control agreements, lockbox agreements and/or blocked account agreements in favor of the AR Lender g. 92266-g All guaranties, pledges and/or other side agreements in favor of the AR Lender	<input type="checkbox"/>	<input type="checkbox"/>
	Executed Attorney’s Opinion(s).....	<input type="checkbox"/>	<input type="checkbox"/>
	a. THIS LINE INTENTIONALLY LEFT BLANK b. 92267-b Opinion of Borrower’s Counsel (HUD-91725-ORCF) (1)..... c. 92267-c Opinion of Operator’s Counsel (HUD-92325-ORCF) (4) d. 92267-d Opinion of Master Tenant’s Counsel (HUD-92335-ORCF) (4)..... e. 92267-e Attorney Certification on Execution and Recordation (1,2,3,4,5).....	<input type="checkbox"/>	<input type="checkbox"/>
	92268-a Executed Bill of Sale and Assignment (HUD-92228-ORCF) (1,2).....	<input type="checkbox"/>	<input type="checkbox"/>
	Final Organizational Documents – Borrower (1,2,3)	<input type="checkbox"/>	<input type="checkbox"/>
	a. 92269-a Organizational Charts (current and proposed) b. 92269-b Organizational certification c. 92269-c Formation documents, as amended d. 92269-d Governing documents, as amended e. 92269-e Authorizing resolution f. 92269-f Status certificates	<input type="checkbox"/>	<input type="checkbox"/>

No.	Item	Incl.	N/A
	Principal of Borrower’s Organizational Documents (2)..... <i>Provide for any entity in Borrower’s signature block. For trusts, submit the Trust Agreement and the Certification or Affidavit of Trust</i>	<input type="checkbox"/>	<input type="checkbox"/>
aa.	92269-aa Organizational Charts (<i>current and proposed</i>)	<input type="checkbox"/>	<input type="checkbox"/>
bb.	92269-bb Organizational certification	<input type="checkbox"/>	<input type="checkbox"/>
cc.	92269-cc Formation documents, as amended	<input type="checkbox"/>	<input type="checkbox"/>
dd.	92269-dd Governing documents, as amended	<input type="checkbox"/>	<input type="checkbox"/>
ee.	92269-ee Authorizing resolution	<input type="checkbox"/>	<input type="checkbox"/>
ff.	92269-ff Status certificates	<input type="checkbox"/>	<input type="checkbox"/>
	Executed Organizational Documents – New Operator (<i>as applicable</i>) (4)	<input type="checkbox"/>	<input type="checkbox"/>
	<i>For trusts, submit the Trust Agreement and the Certification or Affidavit of Trust</i>		
a.	92270-a Organizational Charts (<i>current and proposed</i>)	<input type="checkbox"/>	<input type="checkbox"/>
b.	92270-b Organizational certification	<input type="checkbox"/>	<input type="checkbox"/>
c.	92270-c Formation documents, as amended	<input type="checkbox"/>	<input type="checkbox"/>
d.	92270-d Governing documents, as amended	<input type="checkbox"/>	<input type="checkbox"/>
e.	92270-e Authorizing resolution	<input type="checkbox"/>	<input type="checkbox"/>
f.	92270-f Status certificates	<input type="checkbox"/>	<input type="checkbox"/>
	Executed Organizational Documents – New Parent of the Operator (<i>as applicable</i>) (4)	<input type="checkbox"/>	<input type="checkbox"/>
	<i>For trusts, submit the Trust Agreement and the Certification or Affidavit of Trust</i>		
a.	92271-a Organizational Charts (<i>current and proposed</i>)	<input type="checkbox"/>	<input type="checkbox"/>
b.	92271-b Organizational certification	<input type="checkbox"/>	<input type="checkbox"/>
c.	92271-c Formation documents, as amended	<input type="checkbox"/>	<input type="checkbox"/>
d.	92271-d Governing documents, as amended	<input type="checkbox"/>	<input type="checkbox"/>
e.	92271-e Authorizing resolution	<input type="checkbox"/>	<input type="checkbox"/>
f.	92271-f Status certificates	<input type="checkbox"/>	<input type="checkbox"/>
	THIS LINE INTENTIONALLY LEFT BLANK		
	Executed Management Agent Documents (5).....	<input type="checkbox"/>	<input type="checkbox"/>
a.	THIS LINE INTENTIONALLY LEFT BLANK		
b.	92273-b Consolidated Certification – Management Agent (HUD-90017-ORCF) .	<input type="checkbox"/>	<input type="checkbox"/>
c.	92273-c Management Agent Agreement	<input type="checkbox"/>	<input type="checkbox"/>
d.	92273-d Management Agreement Addendum (HUD-92071-ORCF).....	<input type="checkbox"/>	<input type="checkbox"/>
	Executed Commercial Space Lease (1)	<input type="checkbox"/>	<input type="checkbox"/>
a.	92274-a Estoppel Certificate.....	<input type="checkbox"/>	<input type="checkbox"/>
b.	92274-b Commercial Lease [OR] Assignment and Assumption of Commercial Lease.....	<input type="checkbox"/>	<input type="checkbox"/>
c.	92274-c Subordination Agreement	<input type="checkbox"/>	<input type="checkbox"/>
	92275-a Executed Escrow Agreement for Debt Service Reserve, (HUD-92476C-ORCF) (if applicable) (1,4).....	<input type="checkbox"/>	<input type="checkbox"/>
	<i>ORCF may require if property is not performing financially or if there are issues with quality of care.</i>		

No.	Item	Incl.	N/A

Schedule 2.01(a) to Asset Purchase Agreement

DESCRIPTION OF REAL PROPERTY

[To be inserted.]

EXHIBIT "A"
Legal Description

Wabash Estates – White County, Illinois

LOTS 37, 38 AND 39, EXCEPT 38 FEET OF EVEN WIDTH OFF THE WEST SIDE OF SAID LOT 39, IN
WILMAR RESTORIUM SECOND SUBDIVISION TO THE CITY OF CARMi, WHITE COUNTY, ILLINOIS.

For APN/Parcel ID(s): 13-24-103-003, 13-24-103-004 and 13-24-103-013

EXHIBIT "A"
Legal Description

Wabash Christian Village Apartments – White County, Illinois

LOTS NUMBER 40, 41, 42 AND 38 FEET OF EVEN WIDTH OFF OF THE WEST SIDE OF LOT NUMBER 39, ALL IN WILMAR RESTORIUM SECOND SUBDIVISION TO THE CITY OF CARMi, WHITE COUNTY, ILLINOIS.

For APN/Parcel ID(s): 13-24-102-012, 13-24-102-013, 13-24-102-011 and 13-24-103-012

EXHIBIT "A"
Legal Description

Washington Village Estates – Tazewell County, Illinois

TRACT 2:

A PART OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 26 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 14; THENCE NORTH 00 DEGREES 06 MINUTES 00 SECONDS EAST (BEARING ASSUMED FOR THE PURPOSE OF DESCRIPTION ONLY), ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 14, 1576.14 FEET TO THE SOUTHWEST CORNER OF LOT 35 IN THE SOUTHWEST QUARTER OF SAID SECTION 14 (SAID LOT 35 SHOWN ON PLAT BOOK I, PAGE 169, IN THE OFFICE OF THE RECORDER OF DEEDS OF TAZEWELL COUNTY); THENCE SOUTH 87 DEGREES 09 MINUTES EAST, ALONG THE SOUTH LINE OF SAID LOT 35, 378.79 FEET; THENCE SOUTH 01 DEGREES 13 MINUTES 58 SECONDS WEST, 24.41 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; FROM THE POINT OF BEGINNING, THENCE SOUTH 88 DEGREES 13 MINUTES 21 SECONDS EAST, 290.40 FEET; THENCE SOUTH 01 DEGREES 13 MINUTES 58 SECONDS WEST, 300.00 FEET; THENCE NORTH 88 DEGREES 13 MINUTES 21 SECONDS WEST, 290.40 FEET; THENCE NORTH 01 DEGREES 13 MINUTES 58 SECONDS EAST, 300.00 FEET TO THE POINT OF BEGINNING, SITUATED AND BEING IN THE COUNTY OF TAZEWELL AND STATE OF ILLINOIS.

TRACT 3:

A PART OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 26 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 14; THENCE NORTH 00 DEGREES 06 MINUTES 00 SECONDS EAST (BEARING ASSUMED FOR PURPOSE OF DESCRIPTION ONLY), ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 14, 1576.14 FEET TO THE SOUTHWEST CORNER OF LOT 35 IN THE SOUTHWEST QUARTER OF SAID SECTION 14 (SAID LOT 35 SHOWN ON PLAT BOOK I, PAGE 169, IN THE OFFICE OF THE RECORDER OF DEEDS OF TAZEWELL COUNTY); THENCE SOUTH 87 DEGREES 09 MINUTES EAST, ALONG THE SOUTH LINE OF SAID LOT 35, 378.79 FEET; THENCE SOUTH 01 DEGREES 13 MINUTES 58 SECONDS WEST, 24.41 FEET; THENCE SOUTH 88 DEGREES 13 MINUTES 21 SECONDS EAST, 290.40 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED: FROM THE POINT OF BEGINNING, THENCE SOUTH 88 DEGREES 13 MINUTES 21 SECONDS EAST, 450.00 FEET; THENCE SOUTH 01 DEGREES 13 MINUTES 58 SECONDS WEST, 300 FEET; THENCE NORTH 88 DEGREES 13 MINUTES 21 SECONDS WEST, 450 FEET; THENCE NORTH 01 DEGREES 13 MINUTES 58 SECONDS EAST 300 FEET TO THE POINT OF BEGINNING, SITUATED IN TAZEWELL COUNTY, ILLINOIS.

For APN/Parcel ID(s): 02-02-14-300-023

Schedule 2.01(g) to Asset Purchase Agreement

INTELLECTUAL PROPERTY

[To be inserted.]

Schedule 2.01(g)
Intellectual Property

Facility Name	Intellectual Property?
Wabash Christian Village Apartments, LLC	None
Wabash Estates, LLC	None
Washington Village Estates, LLC	None

Schedule 2.02(b) to Asset Purchase Agreement

PREPAID EXPENSES AND CREDITS

Schedule 2.02(b)

Prepaid Expenses and Credits Related to Assumed Liabilities

Community Name	Description	8/31/24 Balance
		Preapid Expenses
Wabash Christian Village Apartments, LLC	Vendor Expenses	-
Wabash Estates, LLC	Vendor Expenses	10,589.59
Washington Village Estates, LLC	Vendor Expenses	18,510.99
Wabash Christian Village Apartments, LLC	Insurance	1,010.90
Wabash Estates, LLC	Insurance	33,123.19
Washington Village Estates, LLC	Insurance	43,847.01

Schedule 2.02(d) to Asset Purchase Agreement

DEPOSIT ACCOUNTS

Schedule 2.02(d)
Deposit Accounts

Community	Bank	Account Name	Account Number
Wabash Estates, LLC	Old National Bank	Wabash Estates LP Deposit Account	8100491185
Wabash Estates, LLC	Old National Bank	Wabash Estates LP Main Account	8100491193
Wabash Estates, LLC	Old National Bank	Wabash Estates - Non Government Deposit	8100491276
Washington Village Estates, LLC	Old National Bank	Washington Village Estates LP Deposit	8100491169
Washington Village Estates, LLC	Old National Bank	Washington Village Estates LP Main	8100491177
Washington Village Estates, LLC	Old National Bank	Washington Village Estate - Non Governme	8100491284
Wabash Estates, LLC	Old National Bank	Wabash Estates LP Reserve	9641452777
Washington Village Estates, LLC	Old National Bank	Washington Village Estates LP Reserve	9641402095
Wabash Christian Village Apartments, LLC	First Mid Bank & Trust	Wabash Christian Apartments Lmted PSHIP	357086262
Wabash Christian Village Apartments, LLC	First Mid Bank & Trust	Wabash Christian Apts Operating Reserve	11284
Wabash Christian Village Apartments, LLC	First Mid Bank & Trust	Wabash Christian Apartments Security Deposit A	163015
Wabash Christian Village Apartments, LLC	First Mid Bank & Trust	Wabash Christian Apts Replacement Reserve	2600074088
Washington Village Estates, LLC	Heartland Bank & Trust C	Washington Christian Village Security Deposit Ac	6596

Schedule 2.03(d) to Asset Purchase Agreement

LIABILITIES

Schedule 2.03(d)
Assumed Liabilities

Community	Refundable Entrance Fees	Mortgage	PTO Credit (9/30)	Net Assumed Liabilities
Wabash Christian Village Apartments, LLC	-	286,665.68	-	286,665.68
Wabash Estates, LLC	-	3,876,349.60	39,774.87	3,916,124.47
Washington Village Estates, LLC	-	4,716,225.14	46,153.93	4,762,379.07
Total	-	8,879,240	85,929	8,965,169

Schedule 2.07 to Asset Purchase Agreement

ALLOCATION

[Under Review]

Schedule 4.05 to Asset Purchase Agreement

MATERIAL CONTRACTS

[To be inserted.]

Schedule 4.05
 Material Contracts

Debtor	Contract Description (name at top of agreement)	Contract Type	Contract Date (Finite Date only)	Effective Date (Finite Date only)	Termination Date (Finite Date only)	Evergreen (automatically renews) (Y/N)	Evergreen Initial Term (i.e. 6 months, 2 years, etc.)	Evergreen Renewal Term (i.e. 6 months, 2 years, etc.)	Lease Location (Real Property)	Counterparty Name
Wabash Christian Village Apartments, LLC	Extension and Amendment of Management Agreement	Agreement / Contract	4/5/2021	11/1/2021	10/31/2031	No				Illinois Housing Development Authority
Wabash Christian Village Apartments, LLC	Registered Nurse Recruitment and Leasing Agreement	Lease	12/6/2021			Yes	36 months	1 year		United Methodist Healthcare Recruitment
Wabash Christian Village Apartments, LLC	Registered Nurse Leasing Agreement	Lease	12/2/2020	12/2/2020		Yes	3 years	12 month periods		United Methodist Healthcare Recruitment
Washington Village Estates, LLC	Client Services Agreement	Agreement / Contract	11/4/2013	11/4/2013		Yes	1 year	1 year		Molina Healthcare of Illinois, Inc.
OTHER - Multiple Entities	Addendum to Service Agreement	Agreement / Contract								On Hold:32
OTHER - Multiple Entities	Addendum to Service Agreement	Agreement / Contract								On Hold:32
OTHER - Multiple Entities	Addendum to Service Agreement	Agreement / Contract	7/29/2016							On Hold:32
Wabash Estates, LLC	Facility Agreement	Agreement / Contract	7/1/2021	7/1/2021		Yes	1 year	1 year		Aetna Better Health Inc. dba Aetna Better Health of Illinois
Washington Village Estates, LLC	Facility Agreement	Agreement / Contract		7/1/2021		Yes	1 year	1 year		Aetna Better Health Inc. dba Aetna Better Health of Illinois

OTHER - Multiple Entities	Attachment to Account Application	Agreement / Contract	1/24/2020							Gordon Food Service
Wabash Estates, LLC	Quote re: Fire Alarm Replacement	Quote	3/21/2023							Koorsen Fire & Security, Inc.
Wabash Estates, LLC	Health Plan Service Order Form to the Master Subscription Agreement Dated April 21, 2022	Agreement / Contract	4/21/2022	4/21/2022						Collective Medical Technologies, Inc.
Wabash Estates, LLC	Master Subscription Agreement	Agreement / Contract	8/23/2021	8/23/2021		Yes	1 year	1 year		Collective Medical Technologies, Inc.
Wabash Estates, LLC	Master Subscription Agreement	Agreement / Contract	4/21/2022	4/21/2022		Yes	1 year	1 year		Collective Medical Technologies, Inc.
Wabash Estates, LLC	MobilixUSA Portable Diagnostic Services Agreement	Agreement / Contract	3/1/2017			Yes	1 year	1 year		Symphony Diagnostic Services No. 1, Inc., dba MobilixUSA
Wabash Estates, LLC	Enrollment to the Illinois Medical Assistance Program	Agreement / Contract								Illinois Department of Healthcare and Family Services
Wabash Estates, LLC	Dual Eligible Provider Agreement for Facility Services	Agreement / Contract	7/1/2021	7/1/2021		Yes	42 months	12 months		Health Care Service Corporation a Mutual Legal Reserve Company
Washington Village Estates, LLC	Dual Eligible Provider Agreement	Agreement / Contract	7/1/2021	7/1/2021		Yes	3 years	12 months		Health Care Service Corporation a Mutual Legal Reserve Company
Wabash Estates, LLC	Ancillary Participation Agreement	Agreement / Contract	2/18/2021	7/1/2021		Yes	3 years	1 year		Humana Health Plan, Inc.
Wabash Estates, LLC	Ancillary Participation Agreement	Agreement / Contract	2/18/2021	7/1/2021		Yes	3 years	1 year		Humana Insurance Company
Wabash Estates, LLC	Product Delivery and Handling Services Agreement	Agreement / Contract	5/16/2018	5/16/2018		Yes	1 year	1 year		Procurement Partners, LLC
Wabash Christian Village Apartments, LLC	Signature Authorization Form	_Misc / Non-Contract								Rental Housing Support Program
Wabash Estates, LLC	Amendment to the Participating Provider Agreement	Agreement / Contract	6/8/2021	6/8/2021						Meridian Health Plan of Illinois, Inc.
Wabash Estates, LLC	Amendment to the Participating Provider Agreement	Agreement / Contract	6/8/2021	6/8/2021						WellCare Health Plans, Inc.
Wabash Estates, LLC	Amendment to the Ancillary Participation Agreement Effective July 1, 2021	Agreement / Contract		7/1/2021						Humana Health Plan, Inc.
Wabash Estates, LLC	Amendment to the Ancillary Participation Agreement Effective July 1, 2021	Agreement / Contract		7/1/2021						Humana Insurance Company
Washington Village Estates, LLC	Ancillary Provider Participation Agreement	Agreement / Contract	4/28/2021	7/1/2021		Yes	3 years	1 year		Humana Inc.
Wabash Estates, LLC	Product Delivery and Handling Services Agreement	Agreement / Contract	5/16/2018	5/16/2018		Yes	1 year	1 year		Medline Industries, Inc.

Schedule 4.07 to Asset Purchase Agreement

PERMITS AND REGULATORY APPROVALS

[To be inserted.]

Schedule 4.07
 Permits and Regulatory Approvals

State	Licensee	License	Licensing Department	License No.	Effective Date	Expiration Date
Illinois	Supportive Living of Wabash	Supportive Living Program Certification	Illinois Department of Healthcare and Family Services	N/A	2/25/2008	N/A
Illinois	Supportive Living of Washington	Supportive Living Program Certification	Illinois Department of Healthcare and Family Services	N/A	11/24/2008	N/A

Schedule 4.08 to Asset Purchase Agreement

LITIGATION PROCEEDINGS

[To be inserted.]

Schedule 4.08

Litigation Proceedings

Company	Community	Case Title	Type of Claim
River Birch Christian Village, LLC	River Birch	Ambrianna Lovelace v Christian Horizons River Birch Senior Living	Employment
Spring River Christian Village, Inc.	Spring River	DONNA HOIPT, as the surviving child of decedent, CAROLYN HOIPT, 18110 Sunny Top Ct, Wildwood, MO 63038 v SPRING RIVER CHRITIAN VILLAGE, INC.	PLGL

Schedule 4.11 to Asset Purchase Agreement

EMPLOYEE RELATIONS

[Redacted Confidential Information]

Schedule 4.12 to Asset Purchase Agreement

INSURANCE POLICIES

Schedule 4.12
Insurance Policies

Policy Type	Carrier	Policy No.	Inception	Expiration
Auto	Philadelphia Indemnity Ins Company	PHPK2683413	5/1/2024	5/1/2025
Property	Travelers Indemnity Company	KTKCMB8K5402962	5/1/2024	5/1/2025
Workers' Compensation	Accident Fund Insurance Co. of America	UHWCP100090478	3/1/2024	3/1/2025
GLPL	Caring Communities	CCRRRG-0067-24	1/1/2024	1/1/2025
Cyber Liability	Travelers Excess and Surplus Lines Co.	CYB10801084700	5/1/2024	5/1/2025
Pollution	Ascot Specialty Insurance Company	ENPM24100012820	5/1/2024	5/1/2025
D&O/Fiduciary/EPL	Ironshore Specialty Insurance Company	DO6CAC2MCO001	7/1/2024	6/30/2025
Crime	Ironshore Specialty Insurance Company	FI4NAC2MQS001	6/30/2024	6/30/2025
Excess D&O/Fiduciary/EPL	Hudson Excess Insurance Company	HE-0303-11718	6/30/2024	6/30/2025
Excess D&O/Fiduciary/EPL	Ascot Insurance Company	MLXS2410001605-1	6/30/2024	6/30/2025

Schedule 4.15 to Asset Purchase Agreement

RESIDENCY AGREEMENTS

[Redacted Confidential Information]

Schedule 6.05 to Asset Purchase Agreement

ASSUMED CONTRACTS AND REJECTED CONTRACTS

[Under Review]

Schedule 8.01(g) to Asset Purchase Agreement

EMPLOYEE BENEFIT PLANS



Summary of Benefits

Benefit	Provider	Summary	Covered
Medical Insurance	Anthem	Fully insured medical coverage for employee and family. Offer PPO, HRA and High Deductible. Employee makes contribution based on their base pay.	Full-time employees eligible to elect coverage. Exec & Sr. Leaders covered 1 st of month after date of hire, all others first of the month after 60 days of employment
Flexible Spending Account	Employee Benefits Corporation	Medical and dependent flexible spending account.	Full-time employees
Health Savings Account	Employee Benefits Corporation	Employees who elected a High Deductible Health plan may contribute to Health Spending account	Full-time employees that elected a High Deductible Health Plan.
Life & AD&D Insurance	New York Life	Term life & AD&D. Depending on position coverage is 1 time, 1.5 times or 2 times annual compensation. Cost paid by company.	Full time employees
Voluntary Life or AD&D	New York Life	Employees can purchase additional life insurance. If the employees elects coverage can then purchase coverage for spouse and/or children	Full time employees
Long Term Disability Insurance	New York Life	Fully insured covers 60% of monthly earnings up to max of \$6,000 per month. Exec & Sr Leaders premium paid by Company, all others premium paid by employee.	Full time employees
Short Term Disability Insurance	New York Life	Fully insured voluntary benefit covers up to 60% of weekly earnings to maximum of \$2,500 per week. Waiting period 7 days and maximum benefits is 12 weeks. Premium paid by employee.	Full time employees

Benefit	Provider	Summary	Covered
Dental	Anthem	Fully insured dental coverage. Premium paid by employee.	Full time employees
Vision	Anthem	Fully insured vision coverage. Premium paid by employee.	Full time employees
Identify Theft	LifeLock	Identity theft protection. Full cost paid by employee.	Full time employees
Critical Illness	Anthem	Fully insured lump some payments for scheduled conditions. Full cost paid by the employees.	Full time employees
Accident Insurance	Anthem	Fully insured benefit for accident. Full cost paid by the employees.	Full time employees
Hospital Indemnity	Anthem	Fully insured benefit for specified amount when individual is confined to hospital. Full cost paid by the employees.	Full time employees
Employee Assistance Program	ComPsych	Employee assistance for employees or any household member. Additional offering: Wellness support; financial, legal & estate support; health advocacy; secure travel	All employment statuses
403b	Ascensus	ERISA 403b Retirement Plan. Can begin contribution on date of hire. No required employer match.	Employees expected to work 1,000+ hours in 12 months
Paid Time Off		Earn an amount based on position and years of service	Full-time and part-time employees
Tuition Reimbursement		Self-funded. Cover up to IRS maximum provided maintain obtain C or better in the course.	Full time employees that have completed 6 months of service
Earned Wage Access	DailyPay	Can access a portion of pay prior to regular pay date. All costs are paid by employee	All employment statuses

EXHIBIT C-2

Redline of the Illinois SLF Properties Stalking Horse APA against the Baseline APA

EXHIBITS LIST

Exhibit 3.02(a) - Bill Of Sale Of Personal Property

Exhibit 3.02(b) - Assignment and Assumption Agreement

Exhibit 3.02(c) - Form of Quit Claim Deed

[Exhibit 3.04\(a\) - HUD Change of Ownership Review Checklist](#)

Exhibit 7.01(b) – Form of Sale Order

DISCLOSURE SCHEDULES

Schedule 1 to Asset Purchase Agreement – Facilities to be Purchased

Schedule 2.01(a) to Asset Purchase Agreement - Description ~~Of~~of Real Property

Schedule 2.01(~~d~~g) to Asset Purchase Agreement – ~~Contracts~~Intellectual Property

Schedule 2.02(b) to Asset Purchase Agreement – Prepaid Expenses and Credits Related to Assumed Liabilities

Schedule 2.02(d) to Asset Purchase Agreement – Deposit Accounts

Schedule ~~2.01~~2.03(~~f~~d) to Asset Purchase Agreement – ~~Intellectual Property~~Liabilities

Schedule 2.07 to Asset Purchase Agreement – Allocation

Schedule ~~4.02~~4.05 to Asset Purchase Agreement – ~~Contract Violations~~Material Contracts

Schedule 4.07 to Asset Purchase Agreement – Permits and Regulatory Approvals

Schedule 4.08 to Asset Purchase Agreement – Litigation Proceedings

Schedule ~~4.10(b)~~4.11 to Asset Purchase Agreement – ~~Governmental Notices~~Employee Relations

Schedule 4.12 to Asset Purchase Agreement – ~~Employees~~Insurance Policies

Schedule ~~6.01~~4.15 to Asset Purchase Agreement – ~~Regulatory Approvals~~Residency Agreements

Schedule ~~6.02~~6.05 to Asset Purchase Agreement – ~~Third Party Consents~~Assumed Contracts and Rejected Contracts

Schedule ~~7.01~~8.01(~~e~~g) to Asset Purchase Agreement – ~~Material Consents~~Employee Benefit Plans

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this “*Agreement*”) is made and entered into effective as of ~~September~~ October 8, 2024 (the “*Execution Date*”) by and among the undersigned seller entities (individually a “*Seller*” and collectively, the Sellers) and ~~_____~~, a[n] ~~_____~~ RN GBEH CN CL MG LLC, a New Jersey limited liability company (“*Buyer*”). Buyer and Seller are sometimes referred to herein individually as a “*Party*” and collectively as the “*Parties*.”

RECITALS:

A. Each Seller owns and operates a senior living community or other business as set forth on **Schedule 1** hereto (individually, a “*Facility*” and collectively, the “*Facilities*”, as further defined in Article I below).

B. On July 9~~16~~, 2024 (the “*Petition Date*”), the Sellers and certain of their Affiliates each filed a voluntary petition for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.* (the “*Bankruptcy Code*”) in the United States Bankruptcy Court for the Eastern District of Missouri (the “*Bankruptcy Court*”), commencing jointly administered bankruptcy cases captioned *In re Midwest Christian Villages, Inc., et al.*, under lead case number 24-42473-659 (the “*Bankruptcy Case*”).

C. The Sellers and their co-debtor Affiliates in the Bankruptcy Case continue to own and operate the Facilities during the pendency of the Bankruptcy Case as debtors in possession under and pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

D. Upon the terms and subject to the conditions set forth in this Agreement, and as may be authorized under Sections 105, 363 and 365 of the Bankruptcy Code, each Seller wishes to sell to Buyer, and Buyer wishes to purchase from the Sellers all of the Purchased Assets (as hereinafter defined), and Buyer is willing to assume all of the Assumed Liabilities (as hereinafter defined), relating to or used in connection with the Facilities.

E. The transactions contemplated by this Agreement are subject to the approval of the Bankruptcy Court and will be consummated pursuant to and in accordance with the Bid and Sale Procedures Order and a Sale Order (each as defined below) entered by the Bankruptcy Court pursuant to Sections 105(a), 363, 365 and other applicable provisions of the Bankruptcy Code.

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

ARTICLE I DEFINITIONS

Unless the context otherwise clearly and unambiguously requires, capitalized terms shall have the meanings prescribed to them herein.

“*Accrued PTO*” shall have the meaning set forth in Section 8.01(c).

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, notice of violation, proceeding, litigation, citations, summons or subpoena, whether civil, criminal, administrative, regulatory, or otherwise, and whether at law or in equity.

“**Affiliate**” means, as to the entity in question, any entity that directly or indirectly controls, is controlled by or is under common control with, the entity in question and the term “control” means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity whether through ownership of voting securities, by contract or otherwise.

“**Affiliate of Seller**” or “**Seller and/or its Affiliates**” shall mean any Affiliate of Seller or the operator of any of the Facilities.

“**Alternative Transaction**” shall have the meaning set forth in Section 9.01(a).

“**Assignment and Assumption Agreements**” shall have the meaning set forth in Section 3.023.02(b).

“**Assumed Contracts**” shall have the meaning set forth in Section 2.01(d).

“**Assumed Liabilities**” shall have the meaning set forth in Section 2.03.

“**Bankruptcy Case**” shall have the meaning set forth in the Recitals.

“**Bankruptcy Code**” shall have the meaning set forth in the Recitals.

“**Bankruptcy Court**” shall have the meaning set forth in the Recitals.

“**Bankruptcy Rules**” means the Bankruptcy Rules of Civil Procedure and any local or other rules that applicable to the Bankruptcy Court.

“**Bid and Sale Procedures**” has the meaning specified in the Bid and Sale Procedures Order.

“**Bid and Sale Procedures Order**” means the Order of the Bankruptcy Court (including all schedules thereto) approving the Bid and Sale Procedures entered on July 29, 2024 [Dkt. No. 102], including those procedures granting Buyer the protections and benefits set forth in such Order.

“**Bills of Sale**” shall have the meaning set forth in Section 3.02(a) hereof and substantially in the form set forth in Exhibit 3.02(a) hereto.

“**Bond Trustee**” means UMB Bank, N.A., not individually, but solely in its capacities as successor master trustee and successor bond trustee with respect to certain obligations and bonds issued by or for the benefit of certain of the Sellers and/or their Affiliates that are members of the Obligated Group formed under and pursuant to that certain Master Indenture, dated as of June 1, 2007 (as amended or supplemented from time to time), among such Obligated Group and UMB Bank, N.A., as successor master trustee.

“**Break-Up Fee**” shall have the meaning set forth in Section 9.01(a)(iv).

“**Business**” means Seller’s use and operation of the Purchased Assets at the applicable Facility as a senior living community ~~{or as applicable, a pharmacy}~~.

“**Business Day**” means any day except Saturday, Sunday or any other day on which commercial banks located in New York, New York or St. Louis, Missouri are authorized or required by Law to be closed for business.

“**Buyer**” shall have the meaning set forth in the Preamble.

“**Buyer Closing Certificate**” shall have the meaning set forth in Section 3.02(d).

“**Casualty Loss**” shall have the meaning set forth in Section 6.08.

“**Casualty Notice**” shall have the meaning set forth in Section 6.08.

“**Claims**” means, with respect to the period prior to the Closing Date, any right to payment from Sellers, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, legal, equitable, secured or unsecured, known or unknown; or any right to an equitable remedy for breach of performance if such breach gives rise to a right of payment from Sellers, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

“**Closing**” shall have the meaning set forth in Section 3.01.

“**Closing Date**” shall have the meaning set forth in Section 3.01.

“**Closing Statement**” shall have the meaning set forth in Section 3.02(g).

“**Conditions Satisfaction Deadline**” shall have the meaning set forth in Section 9.01(a).

“**Consents**” shall have the meaning set forth in Section 6.02.

“**Contracts**” means all contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments, and legally binding arrangements, whether written or oral.

“**Cure Amount**” means the amount determined in an order of the Bankruptcy Court required to be paid to have an Assumed Contract that the Buyer wants assumed and assigned to it which Cure Amount shall be paid by Buyer.

“**Deeds**” shall have the meaning set forth in Section 3.02(c).

“**Deposit Accounts**” shall have the meaning set forth in Section 2.02(d).

“**Dollars**” or “**\$**” means the lawful currency of the United States of America.

“Due Diligence Materials” shall have the meaning set forth in Section 5.07.

“Effective Time” shall have the meaning set forth in Section 3.01.

“Encumbrances” shall mean all security interests, liens, pledges, claims, charges, encumbrances, rights of first refusal, conditional sales agreements, options, mortgages, indentures or other covenants, agreements or obligations affecting title to any of the Purchased Assets (except, in the case of the Real Property, those matters (i) of public record that do not constitute mortgages, deeds of trust or other monetary liens for liquidated amounts, (ii) disclosed on any survey delivered by Seller to Buyer, or (iii) constituting rights of way, easements and other grants or restrictions that do not interfere with use of the Facility for its intended purpose).

“Environmental Claim” means any Action, governmental Order, lien, fine, penalty, or, as to each, any settlement or judgment arising therefrom, by or from any Person alleging liability of whatever kind or nature (including liability or responsibility for the costs of enforcement proceedings, investigations, cleanup, governmental response, removal or remediation, natural resources damages, property damages, personal injuries, medical monitoring, penalties, contribution, indemnification and injunctive relief) arising out of, based on or resulting from (a) the presence, release of or exposure to any Hazardous Materials or (b) any actual or alleged non-compliance with any Environmental Law.

“Environmental Law” means any applicable Law: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials. The term “Environmental Law” includes, without limitation, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 *et seq.*; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 *et seq.*; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 *et seq.*; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 *et seq.*; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 *et seq.*; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 *et seq.*; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 *et seq.*

“Escrow Agent” means Chicago Title and Trust.

“Escrow Deposit” shall have the meaning set forth in Section 2.06(a).

“Escrow Deposit Agreement” shall have the meaning set forth in Section 2.06(a).

“Excluded Assets” shall have the meaning set forth in Section 2.02.

“Excluded Liabilities” shall have the meaning set forth in Section 2.04.

“Execution Date” shall have the meaning set forth in the preamble.

“Facility” and **“Facilities”** shall ~~have the meanings set forth in the Recitals~~ mean the following properties in which the applicable Seller conducts business operations:

- (i) Washington Village Estates - 1150 Newcastle Rd. Washington, Illinois 61571 (“Washington Village”).
- (ii) Wabash Estates - 532 Abelson Drive, Carmi, Illinois 62821 (“Wabash Estates”).
- (iii) Wabash Christian Apartments (548 Abelson Drive, Carmi, Illinois 62821 (“Wabash Apartments”).

“Facility Employees” shall have the meaning set forth in Section 4.11.

“Final Order” means an Order or judgment: (i) as to which the time to appeal, petition for certiorari or move for review or rehearing has expired and as to which no appeal, petition for certiorari or other proceeding for review or rehearing is pending, or such an appeal has been rendered statutorily moot pursuant to Section 363(m) of the Bankruptcy Code or (ii) if an appeal, writ of certiorari, reargument or rehearing has been filed or sought, and a stay pending appeal has been entered, the Order or judgment has been affirmed by the highest court to which such Order or judgment was appealed or certiorari has been denied, or reargument or rehearing shall have been denied or resulted in no modification of such Order or judgment, and the time to take any further appeal or to seek certiorari or further reargument or rehearing has expired; provided that the theoretical possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such Order or judgment shall not prevent such Order or judgment from being considered a Final Order.

“Financial Statements” shall have the meaning set forth in Section 4.13.

“Government Entity” means any government or branch or division thereof, including any agency, bureau, board, directorate, commission, court, department, official, political subdivision, tribunal or other instrumentality of any government, whether federal, state or local.

“Hired Employees” shall have the meaning set forth in Section 8.01(b).

“HUD” means the U.S Department of Housing and Urban Development.

“HUD Debt” means the total unpaid balance of the loans made by Lument and insured by HUD in favor of the Sellers and secured by mortgages and blanket security interests on all assets of the HUD Facilities, including any attorneys’ fees due and payable under the Lument Loan Documents, and any prepayment premium that may be due under the Lument Loan Documents.

“HUD Facilities” shall have the meaning set forth in Section 2.12.

“**Insurance Policies**” shall have the meaning set forth in Section 4.12.

“**Intangible Personal Property**” shall have the meaning set forth in Section 2.01(b).

“**Intellectual Property Assets**” means all intellectual property and intellectual property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, pursuant to the Laws of any jurisdiction throughout the world, whether registered or unregistered, including without limitation the items listed in Schedule 2.01(g).

“**Internal Revenue Code**” means the Internal Revenue Code of 1986, as amended.

“**Inventory**” shall have the meaning set forth in Section 2.01(c).

“**IRS**” means the Internal Revenue Service.

“**IT Assets**” means, to the extent reasonably transferable, (i) computer software code (in all media) and materials, including all software programs; (ii) computer software documentation, including user materials; and (iii) all other unused or reusable materials, stores, and supplies related to computer software.

“**Knowledge of Buyer**” or “**Buyer’s Knowledge**” or any other similar knowledge qualification, means the actual knowledge of Steven Feldman.

“**Knowledge of Sellers**” or “**Sellers’ Knowledge**” or any other similar knowledge qualification, means the actual knowledge of Kate Bertram, Barb Shepard, Kenna Hudson and Shawn O’Conner.

“**Law**” means any statute, law, ordinance, regulation, rule, code, Order, constitution, treaty, common law, judgment, decree, other requirement, or rule of law of any governmental authority.

“**Liabilities**” means liabilities, obligations, or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute, or contingent, accrued or unaccrued, matured or unmatured or otherwise.

“**Licenses**” shall have the meaning set forth in Section 2.01(e).

“**Lien**” means any lien, charge, claim, pledge, security interest, conditional sale agreement or other title retention agreement, lease, mortgage, security interest, option, or other encumbrance.

“**Loss**” or “**Losses**” means losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees hereunder and the cost of pursuing any insurance providers; provided, however, that “**Losses**” shall not include punitive damages, except in the case of fraud or to the extent actually awarded to a governmental authority or other third party.

“**Lument**” means Lument Real Estate Capital, LLC, formerly known as Lancaster Pollard Mortgage Company.

“**Lument Loan Documents**” means the Mortgage Note, Mortgage, Security Agreement, and all related documents and documents referred to as ‘Loan Documents’ in the foregoing for each of the HUD Facilities.

“**Material Consents**” shall have the meaning set forth in Section 7.01(c).

“**Material Contracts**” shall have the meaning set forth in Section 4.05.

“**Non-HUD Loan Facility**” shall mean the facility known as Wabash Apartments.

“**Order**” means, with respect to any Person, any award, decision, injunction, judgment, stipulation, order, ruling, subpoena, writ, decree, consent decree or verdict entered, issued, made, or rendered by any government entity or the Bankruptcy Court affecting such Person or any of its properties.

“**Outside Closing Date**” means ~~†December 31, 2024†~~, unless extended by mutual agreement of the Buyer and the Sellers.

“**Permitted Encumbrances**” means (i) Liens for Taxes not yet due and payable, (ii) easements, rights of way, zoning ordinances and other similar encumbrances affecting the Real Property which (x) are not, individually or in the aggregate, material to the Purchased Assets or the Business(es), (y) do not prohibit or interfere with the current operation of the Business(es), and (z) do not render title to any Real Property unmarketable or uninsurable, and (iii) any matters set out in a Title Insurance Commitment which Sellers are not obligated to remove in accordance with Section 2.10 hereof.

“**Permits and Regulatory Approvals**” means all permits, licenses, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from governmental authorities, all as identified in Schedule 4.07(a).

“**Person**” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

“**Petition Date**” shall have the meaning set forth in the Recitals.

“**Proration Time**” means 12:01 a.m. (Central Time) on the Closing Date.

“**Purchase Price**” shall have the meaning set forth in Section 2.05.

“**Purchase Price Allocation**” shall have the meaning set forth in Section 2.07.

“**Purchase Price Balance**” shall have the meaning set forth in Section 2.06(b).

“**Purchased Assets**” shall have the meaning set forth in Section 2.01. Purchased Assets shall not include Excluded Assets.

“**Real Property**” shall have the meaning set forth in Section 2.01(a).

“Regulatory Agreement” shall mean the Regulatory Agreement for Multifamily Housing Projects applicable for each HUD Facility, by and between the applicable Seller and HUD.

“Rejected Contracts” shall have the meaning set forth in Section 6.09(d)

“Sale” means the sale of the Purchased Assets in accordance with the Bid and Sale Procedures Order and subject to entry of the Sale Order as a Final Order.

“Sale Hearing” shall have the meaning given to such term in the Bid and Sale Procedures Order.

“Sale Motion” means the Debtors’ Motion for the Entry of (A) an Order (1) Approving Auction Sale Format and Bidding Procedures, (2) Approving Process for Discretionary Selection of Stalking Horse Bidder and Bid Protections, (3) Approving Form of Notice to be Provided to Interested Parties, (4) Schedule a Court Hearing to Consider Approval of the Sale to the Highest and Best Bidder, and (5) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases, and (B) an Order Authorizing the Sale of Property Free and Clear of All Claims, Liens and Encumbrances [Dkt. No. 013].

“Sale Order” means the Order of the Bankruptcy Court issued pursuant to Sections 363 and 365 of the Bankruptcy Court, authorizing and approving, among other things: (i) the sale, transfer and assignment of the Purchased Assets and the Assumed Liabilities to Buyer in accordance with the terms and conditions of this Agreement, free and clear of all Liens, Claims and Encumbrances and (ii) the assumption and assignment of the Assumed Contracts in connection therewith and as a part thereof, in substantially the form attached hereto as Exhibit 7.01(b).

“Seller” and *“Sellers”* shall have the meanings set forth in the preamble.

“Seller Closing Certificate” shall have the meaning set forth in Section 3.02(d).

“Survey” shall have the meaning set forth in Section 2.10(a).

“Tax” or *“Taxes”* means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

“Tangible Personal Property” shall have the meaning set forth in Section 2.01(b).

“Title Insurance Commitment” shall have the meaning set forth in Section 2.10(a).

“Title Defect” shall have the meaning set forth in Section 2.10(b).

“*Title Objection*” shall have the meaning set forth in Section 2.10(b).

“*Title Objection Response Deadline*” shall have the meaning set forth in Section 2.10(b).

“*Transaction Documents*” means this Agreement, the Bills of Sale, the Assignment and Assumption Agreements, the Deeds, any operations transition agreements, and the other agreements, instruments and documents required to be delivered at the Closing.

“*WARN Act*” means the federal Worker Adjustment and Retraining Notification Act of 1988, and similar state, local and foreign laws related to plant closings, relocations, mass layoffs and employment losses.

ARTICLE II SALE OF ASSETS

Section 2.01 Sale of Assets. Subject to the terms and conditions set forth in this Agreement and in the Sale Order, and subject to Bankruptcy Court approval and higher and better bids in accordance with the Bid and Sale Procedure Order and excepting the Excluded Assets, the applicable undersigned Seller hereby agrees to sell, convey, assign, transfer and deliver to Buyer, and Buyer, as a good faith purchaser for value within the meaning of Section 363(m) of the Bankruptcy Code, shall purchase from each such Seller, all right, title and interest of each such Seller in, and to all of the following assets, free and clear of all Liens, Claims and Encumbrances (collectively, the “*Purchased Assets*”):

- (a) The land, building(s), improvements and other related real estate interests that comprise the Facility more specifically described on Schedule 2.01(a) (collectively, the “*Real Property*”); together with all rights, privileges, and appurtenances pertaining to such real estate, including, without limitation, any and all rights of Seller, if any, in and to adjacent roads, alleys, easements, streets and ways, and all water rights, utility rights, mineral rights, development and air rights;
- (b) Tangible personal property owned by such Seller and used in the operation of the Business, including all equipment, furniture, fixtures, and leasehold improvements of such Seller (the “*Tangible Personal Property*”) and, to the extent assignable, intangible personal property related to the Businesses, including any warranties, zoning approvals ~~and~~ building permits, certificates, entitlements and approvals, and the right to use the common use name of each Facility; (the “*Intangible Personal Property*”);
- (c) Inventory and supplies usable or saleable in the operation of the Business, including, but not limited to, the inventory of food and consumables (the “*Inventory*”);
- (d) The Assumed Contracts listed on Schedule ~~2.01(d)~~ 6.05;
- (e) The Sellers’ National Provider Identified (NPI) numbers and other applicable provider numbers with any state or other governing body;

- (f) Licenses, permits, certifications, certificates of need, and accreditations held by Seller relating to the ownership, development and operation of the Business (including any applications and pending approvals), to the extent assignable (the “*Licenses*”);
- (g) Intellectual Property used in the operation of the Business, facilities and properties, including, but not limited to logos, trademarks and the items listed on Schedule 2.01(g), to the extent assignable;
- (h) The IT Assets;
- (i) Paper and/or electronic resident records relating to Seller’s past and present residents of the Facility;
- (j) Manufacturers’ and vendors’ warranties and guaranties relating to the Purchased Assets, to the extent transferable, and rights and claims that may be asserted by (but not against) Seller related to the Purchased Assets;
- (k) Equipment records, documents, catalogs, books, records, files, operating manuals, procedures forms and other records relating to the Purchased Assets and the business or operations of the Facilities (but excepting any documents or records relating to Seller’s tax returns and Seller’s internal corporate affairs);
- (l) Goodwill associated with the Purchased Assets; ~~and~~
- (m) To the extent owned by the Seller or an Affiliate of Seller, all vehicles, appliances, maintenance equipment, supplies and tools, physical therapy equipment, medical apparatuses, ventilator units, computer hardware, computer software, computer switches and servers, telephones and telephone systems, kitchen equipment, patient or resident room furnishings, all site plans, surveys, plans and specifications, and floor plans in the possession of the Seller and other tangible property and assets that are located in the Facility or utilized in connection with the owning, operating or managing the operations of the Facility.
- (n) Sellers' (and, if applicable, any Affiliate of Seller's) leases, contracts and agreements with residents (the “Residents”) of the Facilities (the “Residency Agreements”); and
- (~~m~~) The interest of Seller in all property of the foregoing types, arising or acquired by the applicable Seller in the ordinary course of the Business between the Execution Date and the Closing.

Section 2.02 Excluded Assets. Notwithstanding anything to the contrary set forth in Section 2.01 above, each Seller shall keep and retain title to and ownership of and shall not transfer, assign, convey or deliver to Buyer any asset not identified herein as a Purchased Asset, all of which shall remain the exclusive property of such Seller. Without limiting the generality of the foregoing, such non-Purchased Assets (collectively, the “*Excluded Assets*”) shall include, without limitation:

- (a) Cash and cash equivalents, including, without limitation, stocks, bonds, commercial paper, and other securities and investments;
- (b) All prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of setoff, rights of recoupment, deposits, charges, sums and fees (including any such item relating to the payment of Taxes), except for any such amounts in connection with Assumed Liabilities identified on Schedule 2.02(b) or those pertaining to the period after the Effective Time.
- (c) Accounts receivable and notes receivable generated in connection with the operation of the Business prior to the Effective Time, including, without limitation, intercompany receivables;
- (d) Bank accounts of Seller set forth on Schedule 2.02(d) (collectively, the “*Deposit Accounts*”) and any records relating thereto;
- (e) (i) original Tax, accounting and financial records which pertain exclusively to the Excluded Assets or the Excluded Liabilities including, but not limited to, accounts receivable records, tax returns and related records, litigation files and records, and cost report records, (ii) all corporate or limited liability organizational records of Seller, including all charter documents, stock ledgers, minute books and other corporate records of Seller, and (iii) such other files, books and records which pertain exclusively to the Excluded Assets or the Excluded Liabilities or to the formation, existence or capitalized of Sellers;
- (f) Software that is not freely transferable by the terms of any license agreement respecting the same;
- (g) Refunds of any taxes to the extent the same relate to periods prior to the Closing Date;
- (h) All prepaid utility deposits and other deposits and refunds which are owed to, escrowed by, or the property of Seller;
- (i) Without limiting the generality of the foregoing clause (g), any and all payments or rights to payment arising out of, or in connection with, Employee Retention Credits, the Coronavirus Aid, Relief and Economic Security (CARES) Act, the Consolidated Appropriations Act of 2021 (CAA) or the American Rescue Plan Act (ARPA);
- (j) Any policies of insurance and/or interests in insurance pools and programs, and all claims made and rights to payment thereunder;
- (k) All Contracts other than Assumed Contracts and obligations thereunder;
- (l) Any benefit plans offered by Seller to Facility Employees or any assets relating thereto;

- (m) All cause or causes of action or claim or claims arising in connection with or relating to events that occurred prior to the Closing Date, and rights to recovery pursuant to all causes of actions and claims of Seller existing as of the Closing Date, but excluding any claim, causes of action, defense, setoff, or recoupment related to Assumed Contracts;
- (n) All work product, attorney-client and accountant-client privileged materials held or controlled by Seller;
- (o) Actions unrelated to the day-to-day operations of the Facility and all avoidance actions under Chapter 5 of the Bankruptcy Code;
- (p) All intercompany receivables; and
- (q) All rights accruing or to accrue to Sellers under this Agreement.

Section 2.03 Assumed Liabilities. As partial consideration for the transfer, assignment and delivery of the Purchased Assets to Buyer, and upon the terms and subject to the conditions set forth in this Agreement, Buyer shall assume, pay and perform the following liabilities and obligations of Seller (collectively, the “*Assumed Liabilities*”):

- (a) (i) The Cure Amounts and (ii), all Liabilities and obligations arising under the Assumed Contracts from and after the Effective Time;
- (b) All Liabilities arising from Accrued PTO and (ii) all Liabilities arising from and after the Effective Time, in each case for any Hired Employees;
- (c) ~~BUYER TO ADDRESS ITS INTENTION AS TO RESIDENT DEPOSITS AND ENTRANCE FEES~~ Buyer to assume liability for all resident deposits that have either been transferred to Buyer by Seller on the Closing Date or for which Buyer has received a credit towards the Purchase Price at Closing.
- (d) ~~{Those Liabilities of the Sellers set forth in Schedule 2.03(d);}~~
- (e) All liabilities and obligations created by this Agreement respecting Buyer; and
- (f) All other obligations and liabilities arising out of Buyer’s possession, use, ownership, transfer or other disposition of the Purchased Assets after the Effective Time.

Section 2.04 Excluded Liabilities; Non-Assumption of Liabilities. Except for the Assumed Liabilities, Buyer shall not assume, pay or perform any indebtedness, liabilities or other obligations of Seller (collectively, the “*Excluded Liabilities*”). Without limiting the generality of the foregoing, and except as otherwise provided herein, (i) Buyer shall not be required to assume and shall not have any liability or obligation with respect to any contract, liability or obligation, direct or indirect, absolute or contingent of Seller or to any other person, entity, or Seller Affiliate regarding any claims or litigation pending or later arising against Seller or any Seller Affiliate that are based on their actions or omissions, and (ii) under no

circumstances shall Buyer be deemed to have agreed to or accepted Seller's or any Seller Affiliate's liability for any act, omission, or any other obligation of any nature whatsoever to any resident or resident representative (excepting any post-closing liabilities assumed by Buyer) or to the State, federal or local government for any liabilities related to cost report settlements, fines, penalties, overpayments or recoupments. In addition, in no event shall Buyer assume or be responsible or incur any liability whatsoever for any of the following items as they pertain to the period prior to the Closing: (i) any obligations to government or third-party payors arising from the operation of the Community; (ii) any and all accounts payable or other obligations accruing to and existing as of the Effective Date (including any capitalized lease obligations, which shall be paid off at or prior to Closing); (iii) any foreign, federal, state and local taxes or similar liabilities of Seller or any Affiliate, including any interest or penalties thereon, except for real property taxes; (iv) any liabilities or other obligations arising out of any actual or alleged breach, default, event of default or violation by Seller or any Affiliate, at any time prior to the Closing Date, of any contract, lease, agreement, or commitment; (v) any liabilities or other obligations of Seller or any Affiliate incurred or arising or accruing before the Closing Date; (vi) any expenses paid or incurred by Seller or any Affiliate, including legal fees, relating to the preparation of or entering into and carrying into effect of this Agreement and the transactions contemplated hereby; (vii) any liability, claim or obligation, based in whole or in part on events or conditions occurring or existing in connection with, or arising out of, the ownership or operation of any Facility prior to the Closing Date; (viii) any amounts, including accounts payable, due from any Facility under other agreements, contracts indemnifications or businesses of Seller or any Affiliate unrelated to the applicable Facility; and (ix) all liabilities and obligations in respect of any accrued, but unpaid, wages, bonuses, vacation pay, severance pay, payroll taxes, unemployment insurance, workers' compensation, employee benefits and any shut down or layoff costs associated with any Facility, the employees of any Facility and accrued or incurred on or prior to the Closing Date.

Section 2.05 Purchase Price. The aggregate purchase price to be paid by Buyer to the Sellers for the Purchased Assets at the Closing shall be ~~_____~~ TEN MILLION NINE HUNDRED THOUSAND AND ~~00~~/100 DOLLARS (\$~~_____~~ 10,900,000.00) (the "*Purchase Price*"), plus (i) the assumption of the Assumed Liabilities and (ii) the Cure Amounts; less the HUD Debt, to the extent assumed by Buyer at Closing.

Section 2.06 Payment of Purchase Price; Escrow Deposit. Buyer shall make the following payments on account of the Purchase Price:

- (a) Buyer shall deliver to Escrow Agent, on or before the Execution Date, an earnest money deposit in the amount of ~~_____~~ AND ~~___~~/100 ~~DOLLARS~~ (\$~~_____~~ 250,000.00) (the "*Escrow Deposit*"), ~~which amount is equal to the greater of (x) \$250,000 or (y) five percent (5%) of the aggregate Purchase Price,~~ to be held by Escrow Agent pursuant to the terms of an escrow agreement in substantially the form attached as Exhibit 2.06(a) hereto (the "*Escrow Deposit Agreement*"). Upon Closing on the Non-HUD Loan Facility or termination of this Agreement, as applicable, the Escrow Deposit, together with accrued interest thereon, if any, shall be delivered to Sellers or Buyer in accordance with the applicable terms of this Agreement.

- (b) By Buyer assuming all of the obligations of Seller as borrower/mortgagor under the HUD Debt as provided in Section 2.12 hereof (the “*Loan Assumption*”), including all the obligations of Seller under the Lument Loan Documents, the amount equal to the unpaid principal balance of the HUD Debt as of the Closing Date shall be credited against the Purchase Price at Closing.
- (bc) Buyer shall make payment of the balance of the Purchase Price, plus or minus prorations or adjustments as set forth herein (the “*Purchase Price Balance*”), at the Closing of the HUD Facilities by wire transfer to the Escrow Agent.

Section 2.07 Allocation of Purchase Price. The Parties have prepared the allocation schedule attached hereto as Schedule 2.07, and agree that the Parties shall allocate the Purchase Price (and all other capitalized costs) among the Purchased Assets for the applicable Seller, for Tax and accounting purposes only, in accordance with such Schedule 2.07 (the “*Purchase Price Allocation*”). Each Seller and Buyer each hereby covenant and agree that neither of them will take a position on any income tax return, before any Government Entity, or in any judicial proceeding that is in any way inconsistent with the allocation set forth on Schedule 2.07. Each party shall duly and timely file Form 8594 with its appropriate tax returns. For the avoidance of doubt, the Purchase Price Allocation is not binding on any party for any other purpose.

Section 2.08 Taxes, Fees and Expenses. Buyer shall be responsible for and shall pay all applicable sales taxes, grantor’s taxes, recordation fees and all other similar taxes arising out of the consummation of the transactions contemplated hereby, and any other fees and expenses associated with the transfer of the Purchased Assets as contemplated herein. Each Seller shall be responsible for and shall pay any income tax of such Seller as a result of the transactions contemplated herein. Except as set forth in the immediately preceding sentence, each of Buyer and the applicable Seller shall pay its own costs incurred in connection with the transactions contemplated herein, including reasonable attorneys’ fees and due diligence expenses.

Section 2.09 Apportionment of Expenses; Prorations.

- (a) All expenses arising from the ownership of the Purchased Assets shall be apportioned between Buyer and the applicable Seller as of the Effective Time, in accordance with the principle that the Buyer shall only be responsible for all expenses and obligations arising from the ownership of the Purchased Assets at or after such time. All real estate and personal property taxes respecting the Purchased Assets shall be prorated as of the Closing.
- (b) The following items shall be prorated among Buyer and the applicable Seller as of the Proration Time and paid or credited at the Closing, as shall be set forth on the Closing Statement:
- (i) All state, county, city, school, ad valorem and other local real and personal property taxes and assessments and business personal property taxes relating to or assessed against the Real Property or the Business(es) (the “*Real Estate Taxes*”);

(ii) Any utilities or other periodic charges that cannot be changed to Buyer or Buyer's designee's account by the Closing Date;

(iii) Prepayments made by the Sellers for services relating to the Business(es) and provided after the Proration Time, which shall be credited to the Sellers; ~~and~~

(iv) Provider taxes, privilege Texas or so-called bed taxes or similar taxes and fees, howsoever designated; ~~and~~

(v) Any rents ("**Rents**") due under the Residency Agreements. If any Resident under any of the Residency Agreements is in arrears in the payment of Rent on the Closing, Rents received from such resident after the Closing shall be applied in the following order of priority: (i) to Seller and Buyer in an amount equal to their proportionate share of such rents owing by such resident in respect of the month in which the Closing occurred, (ii) to Buyer, in an amount equal to all Rent owing by such Resident to Buyer in respect of all the periods after the month in which the Closing occurred, and (iii) to Seller, in an amount equal to all delinquent Rent owing by such Resident to Seller in respect of all the calendar months preceding the Closing. If Rents or any portion thereof received by Seller or Buyer after the Closing are payable to the other party by reason of this allocation, the appropriate sum, less a proportionate share of any reasonable attorneys' fees, costs and expenses of collection thereof, shall be promptly paid to the other party, which obligation shall survive the Closing. Seller may not commence a legal action to recover pre-closing Rent arrearages from the Residents after the Closing Date.

Section 2.10 Title Insurance Commitment; Survey.

- (a) The Parties acknowledge that, prior to the Execution Date, the applicable Seller has delivered to Buyer (i) a commitment for title insurance, along with copies of all easements and building and use restriction identified in the commitment (collectively, the "**Title Insurance Commitment**") and (ii) ALTA/NSPS as-built surveys (collectively, the "**Surveys**") for the Real Property. Buyer hereby waives any right to provide a Title Objection (as defined below) with respect to the Title Insurance Commitment and Surveys provided to Buyer prior to the Execution Date.
- (b) If Buyer desires an updated Title Insurance Commitment or updated Surveys ("**Updated Title Work**"), then Buyer shall pursue and ~~obtain~~order such Updated Title Work at its sole cost and expense by no later than ~~ten~~five (~~10~~5) days after the Execution Date. If the Updated Title Work discloses title exceptions or matters (i) not identified in the Title Insurance Commitment and Surveys delivered pursuant to paragraph (a) and (ii) in the reasonable judgment of Buyer, render title uninsurable or unmarketable, or otherwise adversely affect the use of the Real Property to conduct the Business (a "**Title Defect**"), then Buyer shall deliver to the Seller a written statement of any such Title Defects (a "**Title Objection**") no later than ~~five~~seven (~~5~~7) Business Days after its receipt of the Updated Title Work; provided that (i) any objections to Title Defects not timely delivered as aforesaid will be waived and (ii) any matter disclosed in the Updated Title Work and not identified in a timely Title Objection shall be deemed a Permitted Encumbrance. If the applicable

Seller timely receives such a Title Objection, such Seller shall elect, in a written response to Buyer delivered within five (5) Business Days of such Seller's receipt of the Title Objection (the "***Title Objection Response Deadline***") to (i) cure any or all of the Title Defects identified in such Title Objection or (ii) not cure such Title Defects; provided that, if the applicable Seller does not deliver its response prior to the Title Objection Response Deadline, then such Seller shall be deemed to have elected to cure the Title Defects. If Seller elects not to cure any of the Title Defects identified in the Title Objection, then Buyer may elect to terminate this Agreement by giving Sellers within five (5) Business Days after receipt of the applicable Seller's election not to cure such Title Defects; provided that, if Buyer does not timely make such an election, then such Title Defects shall be deemed Permitted Encumbrances hereunder.

- (c) Buyer acknowledges and agrees that (i) Sellers may elect to address any identified Title Defects through the Sale Motion, whereby holders of Liens, Claims and Encumbrances may be adequately protected by having such Liens, Claims or Encumbrances attach to the portion of the Purchase Price ultimately attributable to the Purchase Assets against or in which such holders claim an interest, with the same validity, force, effect and priority which they had against such Purchased Assets as of the Execution Date, subject to any claims and defenses that Sellers or their estates may assert with respect thereto and (ii) notwithstanding anything herein to the contrary, all Liens, Claim and Encumbrances that can be satisfied by the payment of money shall be addressed in the Sale Order. Notwithstanding the foregoing, Seller shall be obligated to remove all title exceptions which may be removed by payment of a liquidated sum, including but not limited to violations, Liens or judgments.

Section 2.11 Third Party Consents. To the extent that Sellers' rights under any contract or permit constituting a Purchased Asset, or relating to a Purchased Asset, may not, pursuant to Section 365 of the Bankruptcy Code, be assigned to Buyer without the consent of another Person, which consent has not been obtained, nothing set forth in this Agreement shall constitute an agreement by Sellers to assign or cause the assignment of same if an attempted assignment would constitute a breach of such contract or permit, or be unlawful. Buyer, at its own expense, shall use its reasonable best efforts to obtain any such required consents.

Section 2.12 HUD. Each Facility identified on Schedule 2.01(a) as a "**HUD Facility**" (each, a "**HUD Facility**" and collectively, the "**HUD Facilities**") is subject to a mortgage and security interest in favor of Lument and a Regulatory Agreement between the relevant Seller and HUD. Buyer, at its option, may elect to assume the HUD Debt. No later than twenty (20) days after the entry of the Sale Order, Buyer shall file one or more applications for the assignment and assumption by the Buyer of the HUD Debt (the "**HUD Application**") and shall thereafter use their commercially reasonable best efforts and diligently proceed to pursue and secure approval from Lument and/or HUD, as applicable, for the HUD Application with respect to the HUD Facilities (the "**HUD Approval**"). Sellers shall provide the Buyer with all cooperation reasonably requested by the Buyer from time to time in connection with the Buyers' efforts to obtain the HUD Approval and shall be responsible to bring the HUD Debt current as of the Closing Date including

any unpaid fees or costs for periods prior to the Closing Date (but excluding any unpaid fees or costs related to evaluation by Lument or HUD of the HUD Application) and to satisfy the unpaid balance of any lien senior to Lument on the Closing Date.

ARTICLE III CLOSING

Section 3.01 Closing.

~~-(a)~~ Subject to the terms and conditions of this Agreement and the Sale Order, including, without limitation, the satisfaction or waiver by the appropriate Party of all of the conditions precedent to Closing specified herein, the consummation of the transactions contemplated by and described in this Agreement (the “*Closing*”) shall be conducted remotely, via an exchange of emails authorizing and directing the Escrow Agent to release originals of executed documents from escrow for recording purposes and to wire funds to the appropriate parties, to occur on the date (such date of consummation being referred to herein as the “*Closing Date*”) that is the ~~earlier of (i) the~~ first Business Day of a calendar month that ~~occurs~~is five (5) Business Days following the date on which the conditions to Closing set forth in Article VII are either satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date) ~~and (ii) the Outside Closing Date, or at such other time, date or location as shall be agreed upon by the Parties.~~ Regardless of the time it actually occurs, the Closing will be deemed effective for all purposes as of 12:01 a.m. (Central Time) on the Closing Date (the “*Effective Time*”).

(b) Notwithstanding the foregoing, the Closing of the acquisition by Buyer of the Facilities shall be as follows:

(i) With respect to the Non-HUD Loan Facility, the Closing shall occur on the a forementioned Closing Date, with the release by Escrow Agent of the entire Escrow Deposit to Seller, which amount of Escrow Deposit shall be the Purchase Price allocated to the Non-HUD Loan Facility.

(ii) With respect to the HUD Facilities, the Closing shall occur (x) if Buyer or its affiliate is then operating the HUD Facilities, on or about three (3) Business Days after the Buyer’s obtaining of HUD Approval, (y) if Buyer or its affiliate is not then operating the HUD Facilities, on or about sixty (60) days after the Buyer’s obtaining HUD Approval, and the balance of the Purchase Price shall be allocated to the HUD Facilities or (z) if the HUD Application is rejected or HUD Approval is denied or if the Loan Assumption does not take place within six (6) months of the entry of the Sale Order, then in accordance with Section 3.04(e) hereof.

Section 3.02 Actions of Seller at Closing. At the Closing and unless otherwise waived in writing by Buyer, the applicable Seller shall execute and/or deliver to Buyer the following:

- (a) Bills of sale, in the form attached hereto as Exhibit 3.02(a) (the “*Bills of Sale*”), executed by the applicable Sellers, transferring the Tangible Personal Property, the Intangible Personal Property, the Intellectual Property Assets and the IT Assets to Buyer or its designee;
- (b) Assignment and assumption agreements, in the form attached hereto as Exhibit 3.02(b) (the “*Assignment and Assumption Agreements*”), executed by the applicable Sellers, effecting the assignment to and assumption by Buyer or its designee of the Assumed Contracts;
- (c) With respect to each parcel of Real Property, a quitclaim deed, in the form attached hereto as Exhibit 3.02(c) (the “*Deeds*”), executed by the applicable Seller;
- (d) Closing certificate of the applicable Seller, certifying that each covenant and agreement of Seller to be performed prior to or as of the Closing pursuant to this Agreement has been performed and each representation and warranty of the applicable Seller are true and correct in all material respects on the Closing Date, as if made on and as of the Closing (the “*Seller Closing Certificate*”);
- (e) Certificates of incumbency for the respective officers of the applicable Seller executing this Agreement or making certifications for the Closing dated as of the Closing Date;
- (f) Certificates of existence and good standing of the applicable Seller from the Secretary of State of its formation, dated the most recent practical date prior to the Closing;
- (g) A closing statement setting forth all proration and adjustments (the “*Closing Statement*”), duly executed by the Sellers; ~~and~~
- (h) Assignment and Assumption of Residency Agreement;
- (i) FIRPTA affidavit;
- (j) At Buyer’s option, evidence that any existing operating lease, management agreement or leasing agreement entered into by Seller with respect to the Facility has been terminated; and
- ~~(k)~~ Such other instruments and documents as Buyer reasonably deems necessary to effectuate the transactions contemplated hereby.

Section 3.03 Actions of Buyer at Closing. At the Closing and unless otherwise waived in writing by the applicable Seller, Buyer shall deliver to the applicable Seller(s) the following:

- (a) The Assignment and Assumption Agreements duly executed by Buyer and in the form attached hereto as Exhibit 3.02(b);

- (b) Closing certificate of Buyer, certifying that each covenant and agreement of Buyer to be performed prior to or as of the Closing pursuant to this Agreement has been performed and each representation and warranty of Buyer is true and correct on the Closing Date, as if made on and as of the Closing (the “*Buyer Closing Certificate*”);
- (c) Certificates of incumbency for the respective officers of Buyer executing this Agreement dated as of the Closing Date;
- (d) Certificate of existence and good standing of Buyer from the Secretary of State of the applicable jurisdiction in which the Buyer is formed, dated the most recent practical date prior to Closing; and
- (e) Such other instruments and documents as Seller reasonably deems necessary to effect the transactions contemplated hereby.

On the Closing Date, Buyer shall cause the Escrow Agent to deliver the Purchase Price to the Sellers. For the avoidance of doubt, such Purchase Price shall include the Escrow Deposit and the Purchase Price Balance, taking into account the Loan Assumption.

Section 3.04 Actions Relating to HUD Debt.

- (a) Within three (3) Business Days after the entry of the Sale Order, Seller shall notify HUD of the proposed conveyance of the HUD Facilities to Buyer. The HUD Change of Ownership Review Checklist (the “*Change of Ownership Checklist*”) is attached to this Agreement as Exhibit 3.04(a) to file the HUD Application for the HUD Approval as described in Section 2.12 hereof. In connection with the HUD Application, Buyer shall compile, submit and complete all documentation required by the Change of Ownership Checklist no later than twenty (20) days after the entry of the Sale Order. Seller shall not be obligated to incur any costs or liabilities in connection with the HUD Application other than legal fees incurred by Seller’s counsel and any costs that may be incurred by Seller with respect to Seller’s providing any items requested in connection with the request for HUD Approval.
- (b) Buyer shall use commercially reasonable efforts to secure HUD Approval including, without limitation, taking the following actions timely and diligently: (i) comply with all reasonable requests or requirements of HUD with respect to Buyer and shall provide truthful, accurate and complete information in response to all such requests and requirements; (b) execute such documents as shall reasonably be requested or required by HUD to facilitate the sale of the HUD Facilities subject to the HUD Debt and the assumption of Seller's obligations under the HUD Debt; (c) comply with any agreement entered into between Buyer and HUD regarding Buyer's purchase of the HUD Facilities; and (d) comply with all other reasonable requests or requirements of HUD of Buyers in accordance with customary prevailing practices of institutional lenders in connection with the assumption of mortgage loans secured by properties of a size, location and type similar to the Property, provided that Buyer shall not be required to agree to any modifications to

any of the Lument Loan Documents (other than the change in the obligor and guarantor under the Lument Loan Documents).

(c) Subject to the provisions of Section 2.12 hereof, Buyer shall pay the amounts requested by HUD (whether such request is made primarily to Seller or Buyer), and be solely liable for, all payments and other costs and fees due pursuant to the HUD Debt in connection with the request for HUD Approval, including but not limited to all assumption fees, title fees, transfer fees, application fees and payments due to HUD, all servicers and the respective counsel of all of the foregoing including, without limitation, any and all legal fees (collectively, the “*Assumption Fees*”), provided that Buyer shall not be obligated to (i) pay any interest, fees or other charges payable under the Loan Documents accruing prior to the Closing Date and not specifically attributable to the Loan Assumption, which interest, fees or other charges (the “*Pre-Closing Loan Charges*”) shall be the sole responsibility of Seller and shall be paid by Seller at or prior to Closing or credited against the balance of the Purchase Price, or (ii) pay or reimburse Seller for any costs or expenses (including the any legal fees or expenses of Seller’s counsel) incurred by Seller in connection with Seller complying or fulfilling the obligations and agreements of seller set forth in this Section 3.04, which shall be the sole responsibility and obligation of Seller.

(d) Upon the Closing and Buyer’s assumption of the HUD Debt:

(i) Buyer shall reimburse Seller for all amounts then held as reserve or escrow deposits by Lument or HUD under the Lument Loan Documents, if any, as of the Closing Date, whereupon all such amounts shall become the property of Buyer; provided, that, (x) Seller shall utilize its best efforts prior to Closing to have Lument or HUD, as applicable, release to Seller any reserve amounts in excess of the actual HUD reserve limit requirements, and (y) Buyer shall not be responsible to reimburse Seller for any amounts withdrawn by Seller from any reserve amount due to any amount due and owing under the HUD Debt as of the Closing Date (including, but not limited to, any accrued principal and interest payments and any default interest and late fees then due under the HUD Debt and any legal fees that Seller shall be responsible for reimbursing HUD under the Lument Loan Documents). Until Closing, Seller shall have the right to draw on such escrows, reserves and deposits for the purposes permitted by the Lument Loan Documents; and

(ii) At the Closing, Buyer and Seller shall execute and deliver such loan assumption agreements and other documentation as HUD shall reasonably require to effectuate the Loan Assumption in each case in form and content reasonably acceptable to HUD, Seller and Buyer and as customarily required by HUD for similar loan assumption transactions (collectively, the “*Loan Assumption Documents*”).

(e) In the event (i) the HUD Application is rejected or HUD Approval is denied, or (ii) the Loan Assumption does not take place within six (6) months of the entry of the Sale Order, then Buyer shall proceed to close this transaction without the Loan Assumption within thirty (30) days of the earlier to occur of either (i) or (ii) above.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF EACH SELLER

Except as set otherwise expressly set forth in this Agreement or any exhibit or schedule attached hereto, each Seller represents and warrants as to itself to Buyer that the following statements are true and correct as of the Execution Date and will be true and correct as of the Closing Date:

Section 4.01 Existence and Capacity. Seller is ~~not for profit or nonprofit corporation~~limited liability company validly existing in good standing under the laws of the State of its formation. Seller has the requisite power and authority, subject to requisite approvals of the Bankruptcy Court, to enter into this Agreement, to perform its obligations hereunder, and to conduct its business as such business is being conducted as of the Effective Date.

Section 4.02 Power and Authority. Subject to entry of the Sale Order by the Bankruptcy Court, the execution, delivery and performance of this Agreement, and consummation of the transaction contemplated herein, by Seller have been duly authorized by all appropriate corporate action on the part of the Sellers

Section 4.03 Binding Agreement. This Agreement and all agreements to which Seller will become a party pursuant hereto are and will constitute the valid and legally binding obligations of Seller, and are and will be enforceable against Seller in accordance with the respective terms hereof or thereof.

Section 4.04 Title to Purchased Assets. As of the Closing, Seller shall hold good and valid title to all of the Purchased Assets which it owns, and at the Closing, will assign and convey to Buyer good and valid title free from all Liens, Claims and Encumbrances other than Permitted Encumbrances.

Section 4.05 Material Contracts. All material contracts agreements, leases and other commitments, in each case in which the annual payments exceed \$100,000, that Seller is a party to respecting the Business conducted by Seller at the Facility (the "*Material Contracts*") are listed and summarized on Schedule 2.01(d)~~4.05~~, and there are no undisclosed material amendments or modifications to any such contracts.

Section 4.06 Intellectual Property; Computer Software. Except as set forth in Section 2.02(g), the Intellectual Property Assets include all patents, copyrights, inventions, processes and applications therefore (whether registered or common law) currently owned or used by Sellers in the Business and necessary for the operation thereof.

Section 4.07 Permits. All Permits and Regulatory Approvals held by the Sellers to conduct the Business(es) as currently conducted are set forth in Schedule 4.07(a).

Section 4.08 Litigation or Proceedings. Except as set forth in Schedule 4.08, there are no Actions pending or, to Sellers' Knowledge, threatened against or by the Sellers (i) relating to or affecting the Business(es), the Purchased Assets or the Assumed Liabilities or (ii) that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

Section 4.09 Real Property. Schedule 2.01(a) sets forth each parcel of Real Property owned by the Sellers and used in the conduct of the Business(es) as conducted as of the Effective Date, including with

respect to each such parcel, the street address and use.— Sellers have delivered or made available to Buyer copies of the deeds and other instruments (as recorded) through which the applicable Seller acquired such parcels of Real Property, and copies of all title insurance policies, opinions, abstracts and surveys in the possession of such Seller with respect thereto.

Section 4.10 Environmental Laws. With respect to the ownership or operation of the Real Property, the Facility or the use of the Purchased Assets by Sellers:

- (a) To Sellers' Knowledge, the applicable Seller is not in violation, in any material respect, of any Environmental Law.
- (b) To Sellers' Knowledge, (i) the Sellers have not in the last five years received any written notice alleging or asserting a violation of any Environmental Law with respect to the Real Property, the Facility or the Purchased Assets, (ii) no investigation, administrative order, litigation or settlement with respect to any Environmental Laws is pending with respect to the Real Property, the Facility or the Purchased Assets, and (iii) no written notice has been received by Seller respecting the Facility or the Purchased Assets from any Government Entity or individual claiming any material violation of any Environmental Laws, or requiring compliance with any Environmental Laws, or demanding payment or contribution for environmental damage or injury to natural resources.

Section 4.11 Employee Relations. Schedule 4.11 lists all persons who are employees, independent contractors or consultants who, as of the Execution Date, provide services in the Facility, including any such person who is on a leave of absence of any nature, paid or unpaid, authorized or unauthorized, and sets forth for each such person: (i) name, (ii) title or position, (iii) hire date, (iv) full time equivalent status, (v) rate of base compensation, (vi) commission, bonus or other incentive-based compensation and (vi) a description of all fringe benefits, if any, provided to each such person, including accrued vacation pay, sick pay or paid leave (the "**Facility Employees**"). With respect to the Facility Employees, except as set forth on Schedule 4.11 hereto:

- (a) All Facility Employees are "at will" employees or Seller has provided to Buyer copies of such employment, consulting, independent contractor, bonus, severance, or other similar written engagement to which Seller is a party.
- (b) There has not been within the last five (5) years and there is no pending strike, picketing, work stoppage, or any proceeding against or affecting Seller relating to an alleged violation of any legal requirements pertaining to labor relations.
- (c) There is no union representation or organizing activities and no collective bargaining agreement or activities.
- (d) To Sellers' Knowledge, there are no pending or threatened claims before the Equal Employment Opportunity Commission (or comparable state agency), complaints before the Occupational Safety and Health Administration (or comparable state agency), wage

and hour claims, unemployment compensation claims, workers' compensation claims, or the like.

- (e) Seller and any Affiliate of Seller currently does not have, nor has ever had, any pension, profit sharing, bonus, incentive, sick leave or sick pay or other plan applicable to any of Seller's or any Affiliate of Seller's employees. No such employee has any vested or unvested retirement benefits or other termination benefits, except as described on Schedule 4.11.
- (f) To Seller's Knowledge, Seller and Seller's Affiliates have complied in all material respects with all laws and regulations relating to, the employment of labor, including, without limitation, provisions thereof relating to wages, hours, equal opportunity, health, safety, immigration, workers' compensation, unemployment compensation, collective bargaining and the payment of social security and other taxes. Buyer shall cooperate on all matters which reasonably require Seller to access employees, records and other documents at any Facility.
- (g) To Seller's Knowledge there are no employment-related complaints or charges pending or threatened against Seller or any Affiliate of Seller with the Equal Employment Opportunity Commission, Department of Labor, or any other comparable state or local agency, including but not limited, to any claim relating to employment discrimination, equal pay, sexual or other workplace harassment, employee safety and health, wages and hours, leaves of absence, or workers' compensation.
- (h) To Seller's Knowledge, there are no workers' compensation claims pending or threatened against Seller or any of its Affiliates. To the extent any workers' compensation claims are pending or threatened against Seller or any of its Affiliates, Schedule 4.11 also details whether such claim or claims are covered by workers' compensation insurance.

Section 4.12 Insurance. Schedule 4.12 sets forth (i) a true and complete list of all current policies or binders of fire, liability, product liability, umbrella liability, professional liability, real and personal property, workers' compensation, vehicular, fiduciary liability and other casualty and property insurance maintained by Sellers or their Affiliates and relating to the Business, the Purchased Assets and the Assumed Liabilities (collectively, the "**Insurance Policies**"); and (b) with respect to the Business, the Purchased Assets or the Assumed Liabilities, a list of all pending claims and the claims history for the three (3) years prior to the Execution Date.

Section 4.13 Financial Statements. Copies of the income statements for the Business(es) as in each of the years for the fiscal years ending June 30, 2023 and June 30, 2024 (collectively, the "**Financial Statements**") have been or will be provided to Buyer. The Financial Statements are based on the books and records of the Business(es), are true, complete and correct, and fairly and accurately present (in all material respects when taken as a whole) the financial condition of the Business(es) as of the respective dates they were prepared and the results of the operations of the Business(es) for the periods indicated.

Section 4.14 ~~Brokers~~Section 4.14 Brokers. Except for B.C. Ziegler & Co., for which Sellers shall be responsible, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Sellers.

Section 4.15 Residency Agreements. The only Residency Agreements in force for the Property are listed on Schedule 4.15. Except as set forth on Schedule 4.15, Seller has not received any advance rent or advance compensation under any of the Residency Agreements in excess of three (3) months. No unpaid brokerage commissions or other payments owed to any Residents or compensation of any kind are due in connection with the Residency Agreements.

Section 4.16 Taxes. Except for Real Estate Taxes to be prorated under this Agreement, and except as otherwise provided under this Agreement, there are no unpaid taxes of Seller that will become the obligation of Buyer; and (ii) Seller and any Affiliate of Seller has timely filed all tax returns in respect of the Assets and the operations of the Facility.

Section 4.17 Condemnation. To the knowledge of Seller, there are no pending condemnation actions or special assessments of any nature with respect to any Facility or any part thereof, and Seller has no knowledge of any such threatened or contemplated condemnation action or special assessment.

Section 4.15 ~~4.18~~ Expiration of Representations and Warranties. The representations and warranties of Sellers contained in this Agreement shall expire upon, and shall not survive for any purpose whatsoever, the Closing.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to each Seller that to the following statements are true and correct as of the Execution Date and will be true and correct as of the Closing Date:

Section 5.01 Existence and Capacity. Buyer is a~~n~~ ~~_____~~ limited liability company duly organized and validly existing in good standing under the laws of the State of ~~_____~~ New Jersey. Buyer has the requisite power and authority to enter into this Agreement, to perform its obligations hereunder, and to conduct its business as now being conducted.

Section 5.02 Power and Authority. The execution, delivery and performance of this Agreement, and consummation of the transaction contemplated herein, by Buyer:

- (a) are within its powers, are not in contravention of law or of the terms of its ~~{Articles}~~ ~~{Certificate}~~ _____ of ~~{Incorporation}~~ ~~{Organization}~~ _____ and ~~{Bylaws}~~ ~~{Operating}~~ ~~{Formation and~~ Limited Liability Company~~}~~ Agreement~~}~~;
- (b) have been duly authorized by all appropriate company actions;
- (c) except for the Permits and Regulatory Approvals to be obtained by Buyer, do not require any approval or consent of, or filing with, any third party;

- (d) will not violate any statute, law, rule or regulation, or any judgment, decree, writ or injunction of any court or Government Entity, to which Buyer may be subject; and
- (e) will not violate any provision of any agreement to which Buyer is a party or by which Buyer is bound.

Section 5.03 Binding Agreement. This Agreement and all agreements to which Buyer will become a party pursuant hereto are and will constitute the valid and legally binding obligations of Buyer, and are and will be enforceable against Buyer in accordance with the respective terms hereof or thereof.

Section 5.04 Adequate Funds. As of the Execution Date, Buyer has funds, or the ability to obtain such funds, in cash in amounts equal to the Purchase Price and other funds needed to consummate the transaction and will at the Closing have immediately available funds in cash, which are sufficient to pay the Purchase Price and to pay any other amounts payable pursuant to this Agreement and to consummate the transaction contemplated herein. Buyer does not have any financing or equity investment contingency of any nature whatsoever, other than the Loan Assumption.

Section 5.05 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Buyer.

Section 5.06 Legal Proceedings. There are no Actions pending or, to Buyer's Knowledge, threatened against or by Buyer or any Affiliate of Buyer that challenge or seek to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. No event has occurred, nor circumstances exist, that may give rise or serve as a basis for any such Action.

Section 5.07 Due Diligence Materials. Sellers have provided certain documents which relate to the operations and financial conditions of the Business, which are herein referred to as "*Due Diligence Materials.*" Prior to the Execution Date, Buyer has been provided access to the Due Diligence Materials. Until the Effective Time, Sellers will continue to cooperate in providing information to Buyer as requested, in a timely manner, but is under no obligation to create documents or provide any related documents which are outside those in the possession of Sellers. Buyer acknowledges that certain Due Diligence Materials may be limited to summaries, or otherwise contain redactions, if the Sellers reasonably believe the disclosure of such information would be a violation of Law protecting the personal, financial or protected health information of any resident or patient or affiliate of a resident or patient, including, but not limited to, all Laws adopted under the Health Insurance Portability and Accountability Act. Buyer expressly acknowledges that (i) it has completed its due diligence as of the Execution Date and (ii) no due diligence contingency exists with respect to Buyer's obligations under this Agreement.

Section 5.08 Fitness for and Timing for Application for Obtaining Permits and Regulatory Approvals. Buyer has no knowledge of any material fact or other information related to Buyer or any of its Affiliates which could be reasonably expected to have an adverse impact on Buyer's or its designees' ability to obtain the Permits and Regulatory Approvals. To Buyer's Knowledge, it has been in material compliance with healthcare regulatory laws and has not received any communication from a governmental

authority or third-party payors that would prohibit or delay the Buyer from consummating the transaction contemplated herein or obtaining the Permits and Regulatory Approvals necessary to operate the Business. Buyer shall have applied for (or caused its designees to apply for) all Permits and Regulatory Approvals no later than three (3) Business Days after the entry of the Sale Order.

Section 5.09 No Guarantee of License. Buyer acknowledges that the Business operations are regulated by local, state, or federal Laws and are conducted under a license or licenses issued or authorized by the applicable state of operation of the applicable Seller. Buyer acknowledges that Buyer shall be responsible, at Buyer's sole cost and expense, for obtaining any and all governmental or quasi- governmental approvals necessary for Buyer's intended use or development of the Real Property, including but not limited to, its licensing of the facilities or ancillary businesses by the applicable state and any platting or zoning, and other such matters.

Section 5.10 Disclaimers; Releases and Limitations. Buyer represents and warrants to Sellers that Buyer is a knowledgeable, experienced, and sophisticated buyer of real estate and/or senior living facilities. Buyer acknowledges that, except for the representations and warranties made by Sellers in Article IV hereof, Buyer has not relied upon and will not rely upon, either directly or indirectly, any statement of Sellers or any of their officers, directors, trustees, agents, employees, or other person acting or purporting to act on behalf of Sellers.

Section 5.11 No Other Warranty. Without in any manner limiting the provisions of the preceding paragraph or elsewhere in this Agreement, as a material part of the consideration for this Agreement, Sellers and Buyer agree that Buyer is taking the property "as-is", "where-is" and "with all faults" and with any and all latent and patent defects and that there is no warranty or representation, express or implied, of any kind or nature (including, without limitation, warranties with respect to habitability, marketability, use or fitness for a particular purpose) made by Sellers with respect to the property (except for the representations of Sellers expressly set forth in Article IV hereof), all other representations and warranties, both express and implied, are hereby expressly disclaimed and denied. Buyer acknowledges that it has been given adequate time to conduct whatever examination, evaluations, inspections, reviews, studies or tests of the property and its condition as Buyer may desire or determine warranted, and that Buyer is not relying on any representation, warranty, statement or other assertion with respect to the property or its condition or any other matter by Sellers or any of Sellers' officer, director, trustee, agent, employee, attorney or other person acting or purporting to act on behalf of any Seller or any of its Affiliates, but Buyer is relying solely on its own examination, evaluations, inspections, reviews, studies or tests of the property. Without limiting the provisions of preceding paragraphs and this Agreement, Buyer expressly releases and discharges each Seller, its respective Affiliates, members, partners, officers, directors, shareholders, employees, attorneys, agents, brokers, and contractors from any and all obligations, claims, administrative proceedings, judgements, damages, fines, costs, and liabilities arising out of or relating to the physical condition of the property or any portion thereof, including, without limitation any latent or patent construction defects, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Purchased Assets.

ARTICLE VI COVENANTS

The Buyer and each Seller as to itself shall take the following actions and comply with the following obligations prior to the Closing:

Section 6.01 Operation of the Businesses. From the Execution Date until the Closing, except as otherwise provided in this Agreement or consented to in writing by Buyer, Sellers shall conduct the Business(es) in the ordinary course of business consistent with past practice, subject to applicable limitations and requirements of the Bankruptcy Code and except as otherwise necessary or reasonable to consummate the transactions contemplated herein.

Section 6.02 Access to Information, Books and Records. Seller will permit representatives of Buyer to have reasonable access to the Facility premises and personnel during normal business hours, as well as the books and records of Seller to the extent relating to the Facility, as may be reasonably necessary to comply with the obligations of the Buyer under this Agreement, to facilitate Borrower's review and inspection of the Purchased Assets. The timing and frequency of such access shall be coordinated with Seller in all cases, and Seller shall have a right to be present during all such access. Buyer shall not interfere with the normal business operations of Seller in any material respect.

Section 6.03 Notice of Developments. Seller shall give prompt written notice to Buyer of any material adverse development causing a material breach of any of the representations and warranties in Article IV above. Buyer shall give prompt written notice to Seller of any material adverse development causing a breach of any of the representations and warranties in Article V above. No disclosure by any of the Parties pursuant to this Section, however, shall be deemed to amend or supplement any Schedule to this Agreement or to prevent or cure any misrepresentation, breach of warranty, or breach of covenant.

Section 6.04 Casualty; Condemnation. As used herein, the term "*Casualty Loss*" means any destruction by fire, storm or other casualty, or any taking or pending or threatened taking, in condemnation or under the right of eminent domain, of any of the Purchased Assets, or a portion thereof, in each case, prior to the Effective Time. Sellers shall promptly give Buyer written notice (a "*Casualty Notice*") of any Casualty Loss of which Sellers becomes aware. To the extent such Casualty Loss exceeds ~~\$1,500,000~~1,000,000 in cost, Buyer shall have the option, which must be exercised within ~~ten (10)~~fifteen (15) Business Days after its receipt of the Casualty Notice, to terminate this Agreement or to proceed with the Closing. If Buyer elects to terminate this Agreement, the Escrow Deposit shall be returned to Buyer and all rights, duties, obligations and liabilities created hereunder shall cease. If Buyer elects to proceed with Closing (or if the Casualty Loss is less than ~~\$1,500,000~~1,000,000), Buyer shall acquire the Purchased Assets in accordance with the terms hereof without a credit against the Purchase Price and Sellers shall transfer to Buyer all of their rights to unpaid insurance proceeds, claims, awards and other payments arising out of such Casualty Loss and pay to Buyer all sums paid to Sellers as insurance proceeds, awards or other payments arising out of such Casualty Loss, but plus a credit to Buyer in the amount of any insurance deductible. Sellers shall not voluntarily compromise, settle or adjust any amounts payable by reason of any Casualty Loss without first

obtaining the written consent of Buyer, such consent not to be unreasonably withheld, conditioned, or delayed.

Section 6.05 Bankruptcy Actions.

- (a) Prior to the Execution Date, the Sellers and their co-debtor Affiliates filed the Sale Motion seeking, among other things, entry of the Sale Order in substantially the form attached hereto as Exhibit 6.05(a). Buyer acknowledges that the entry of any Order is subject to approval of the Bankruptcy Court.
- (b) Sellers shall comply with all of their respective obligations under (i) the Bid and Sale Procedures Order and (ii) the Sale Order (after the entry of same by the Bankruptcy Court).
- (c) Sellers shall use commercially reasonable efforts to comply (or obtain an Order from the Bankruptcy Court waiving compliance) with all requirements under the Bankruptcy Code and applicable Bankruptcy Rules in connection with obtaining approval of the sale of the Purchased Assets under this Agreement, including serving on all required Persons in the Bankruptcy Case (including (i) all Persons who are known to possess or assert a Lien against any of the Purchased Assets, (ii) the Internal Revenue Service, (iii) all state attorneys general, local realty enforcement agencies and local government entities with taxing authority or the power to approve or consent to the issuance or transfer of the Permits and Regulatory Approvals, and (iv) all other Persons required by any Order of the Bankruptcy Court (including any omnibus notice or case management Order entered in the Bankruptcy Case), notice of the Sale Motion, the Sale Hearing and the objection deadline in accordance with Rules 2002, 6004, 6006 and 9014 of the Bankruptcy Rules, the Bid and Sale Procedures Order or other Orders of the Bankruptcy Court, and any applicable local rules of the Bankruptcy Court.
- (d)
 - (i) Within five (5) ~~days~~ Business Days after the Execution Date ~~[and preferably by the Execution Date]~~, Buyer shall provide a copy of Schedule 6.04(d)6.05, which schedule can be modified by the Buyer by removing from such schedule any Assumed Contract (as defined below) up to ten (10) days before the Closing Date, identifying (i) all Contracts that Buyer wishes to be assumed by Sellers and assigned by Sellers to Buyer at Closing (the “*Assumed Contracts*”); and (ii) all Contracts that Buyer will not be seeking to have assigned by Sellers (the “*Rejected Contracts*”). Sellers shall move to assume and assign to Buyer, effective as of the Effective Time, any Assumed Contract that is designated on or before the fifth ~~day~~ (5th) Business Day after the Execution Date by Buyer to Seller. After the Closing Date, Sellers shall be released from any further liability under such Assumed Contracts as provided for under Section 365(k) of the Bankruptcy Code.
 - (ii) Buyer shall assume all obligations from and after the Closing Date under Assumed Contracts, and at such time as is required by the Bankruptcy Court in the Sale Order, shall pay cash or other acceptable consideration to the third party (or parties) to the applicable Assumed Contract in order to cure the monetary defaults and satisfy any pecuniary

obligations of Sellers (or obtain waivers with respect thereto) with respect to the Business, and to provide adequate assurance of future performance under the Assumed Contracts.

Section 6.06 Maintenance of Insurance. From the Execution Date until the Effective Time, Sellers shall keep in full force and effect all insurance coverages existing on the Execution Date.

Section 6.07 Commercially Reasonable Efforts. From the Execution Date until the Closing, each party hereto shall use commercially reasonable efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in Article VII hereof. Additionally, Buyer shall, within ~~three~~five (~~3~~5) Business Days after entry of the Sale Order, submit the necessary applications to the applicable regulatory authorities to obtain such Permits and Regulatory Approvals as are needed to consummate the sale (with copies of such applications promptly provided to Sellers) and shall diligently and expeditiously follow up on and pursue such Permits and Regulatory Approvals. Further, Buyer agrees to provide copies of all correspondence between Seller (or its Affiliates) and any regulatory agency, or similar body, to Seller and the Bond Trustee within two (2) Business Days of Buyer's receipt of same.

Section 6.08 Public Announcements. Unless otherwise required by applicable Law (based upon the reasonable advice of counsel), no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed), and the parties shall cooperate as to the timing and contents of any such announcement. Disclosures made to the Bankruptcy Court or in pleadings filed with the Bankruptcy Court or in other related notices shall not be considered a public announcement.

Section 6.09 Bulk Sales Laws. The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer; it being understood that any Liabilities arising out of the failure of Sellers to comply with the requirements and provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction which would not otherwise constitute Assumed Liabilities shall be treated as Excluded Liabilities.

Section 6.10 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value added, and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the other Transaction Documents (including any real property transfer Tax and any other similar Tax) shall be borne and paid by Buyer when due. Buyer shall, at its own expense, timely file any tax return or other document with respect to such Taxes or fees (and Seller shall cooperate with respect thereto as necessary).

Section 6.11 Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute, and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents.

Section 6.12 Good Faith. Each party agrees, in the exercise of good faith and fair dealing, to take actions necessary or appropriate to satisfy all conditions to closing and to consummate the Closing under this Agreement. Each party agrees to provide prompt notice to the other party of any circumstance or condition which such party has reason to believe may cause a condition of the Closing not to be fulfilled or otherwise create any impediment to the Closing.

**ARTICLE VII
CONDITIONS PRECEDENT TO THE OBLIGATIONS OF BUYER AND SELLER**

Section 7.01 Conditions to Obligations of All Parties. The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

- (a) No governmental authority shall have enacted, issued, promulgated, enforced or entered any governmental order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal or otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof;
- (b) The Bankruptcy Court shall have entered the Sale Order approving the sale to the Buyer which shall be a Final Order unless such finality is mutually waived by the Buyer and the Sellers; and
- (c) Buyer's designees shall received all Permits and Regulatory Approvals that are set forth on Schedule ~~2.01~~4.07.

Section 7.02 Seller's Conditions. All obligations of the applicable Seller which are to be discharged under this Agreement effective as of the Closing Date are subject to the satisfaction, on or before the Closing Date, of each of the following conditions unless expressly waived in writing by the applicable Seller at or prior to the Closing:

- (a) All of the representations and warranties of Buyer contained in Article V of this Agreement shall be true and correct in all material respects as of the Execution Date, and shall be deemed to have been made again on and as of the Closing Date and shall be true and correct in all material respects on and as of the Closing Date.
- (b) Buyer shall have performed or complied in all respects with all covenants and conditions required by this Agreement to be performed or complied with by it on or before the Closing Date.
- (c) The Consents shall have been obtained (or, if not obtainable before Closing, request shall have been made and Seller shall have received reasonably satisfactory assurances that they will be granted after the Closing) and are in form and substance reasonably satisfactory to Seller (the "***Material Consents***");

- (d) All Regulatory Approvals shall have been obtained, except for any documents required to be filed, or consents, authorizations, orders or approvals required to be issued, after the Closing Date.
- (e) No Action or proceeding shall have been instituted against, and no order, decree or judgment of any Government Entity shall be pending against, Buyer or Seller which seeks to, or would, render it unlawful as of the Closing Date to effect the transfer of the Purchased Assets, and no such action shall seek damages or injunctive relief by reason of the transactions contemplated hereby. Also, no substantive legal objection to the transactions contemplated by this Agreement shall have been received from or threatened by any Government Entity.
- (f) Buyer shall not (i) be in receivership or dissolution, (ii) have made any assignment for the benefit of creditors, (iii) admitted in writing its inability to pay its debts as they mature, (iv) have been adjudicated as bankrupt, or (v) have filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the federal bankruptcy law or any other similar law or statute of the United States or any state, nor shall any such petition have been filed against Buyer.
- (g) Buyer shall have made the deliveries required to be made by it under Section 3.03 hereof.
- (h) All certificates and documents delivered to Seller pursuant to this Agreement shall be satisfactory in form and substance to Seller acting reasonably and in good faith.
- (i) The Sale Order shall have been entered by the Bankruptcy Court.
- (j) The Buyer shall have delivered the Purchase Price.

Section 7.03 Buyer's Conditions. All obligations of Buyer which are to be discharged under this Agreement effective as of the Closing Date are subject to the satisfaction, on or before the Closing Date, of each of the following conditions unless expressly waived in writing by Buyer at or prior to the Closing:

- (a) All of the representations and warranties of the applicable Seller contained in Article IV of this Agreement shall be true and correct in all material respects as of the Execution Date, and shall be deemed to have been made again on and as of the Closing Date and shall be true and correct in all material respects on and as of the Closing Date.
- (b) The applicable Seller shall have performed or complied in all respects with all covenants and conditions required by this Agreement to be performed or complied with by it on or before the Closing Date.
- (c) All Regulatory Approvals shall have been obtained, except for any documents required to be filed, or consents, authorizations, orders or approvals required to be issued, after the Closing Date. Buyer shall have obtained documentation or other evidence satisfactory to Buyer in its reasonable discretion that Buyer has:

- (i) Buyer shall have received approval from all Government Entities and third-party payors necessary to allow Buyer to conduct the Business and operate the Facility subsequent to Closing;
- (ii) Buyer shall have received confirmation from all applicable Government Entities that, upon the Closing, all licenses required by law to operate the Facility as currently operated will be transferred to, or issued or reissued in the name of, Buyer (or its Affiliates, as directed by Buyer).
- (d) No Action or proceeding shall have been instituted against, and no order, decree or judgment of any Government Entity shall be pending against, Buyer or Seller which seeks to, or would, render it unlawful as of the Closing Date to effect the transfer of the Purchased Assets, and no such action shall seek damages or injunctive relief by reason of the transactions contemplated hereby. Also, no substantive legal objection to the transactions contemplated by this Agreement shall have been received from or threatened by any Government Entity.
- (e) The applicable Seller shall have made the deliveries required to be made by it under Section 3.02.

All certificates and documents delivered to Buyer pursuant to this Agreement shall be satisfactory in form and substance to Buyer acting reasonably and in good faith.
- (f) The Sale Order shall have been entered by the Bankruptcy Court.

ARTICLE VIII ADDITIONAL AGREEMENTS

Section 8.01 Facility Employees.

- (a) Immediately prior the Effective Time, the applicable Seller shall terminate all its Facility Employees remaining in Seller's employ on the Closing Date and, as of the Effective Time, Buyer or its designee(s) shall offer employment to substantially all such Facility Employees that are "actively working" at a Facility on an at-will basis and subject to Buyer's pre-employment screenings and employment practices, policies and procedures (all such Seller Employees hired by Buyer shall be collectively referred to as the "**Hired Employees**"). ~~Following the Effective Time, Buyer shall provide a standard package of benefits and other~~ For the purposes of this Section 8.01, "actively working" shall mean those employees who are in good standing with Seller and/or an Affiliate of Seller and who are not temporarily absent from active employment by reason of disability, illness, injury, workers' compensation, approved leave of absence or layoff. Buyer reserves the right, at its sole discretion, to establish new terms and conditions of employment to the with all Hired Employees at substantially the same levels as those offered by Sellers immediate prior to the Closing Date. Hired Employees, at the option of Buyer, shall be required to

submit to and pass background checks, pre-employment physicals and drug screening as a condition to their hiring and retention by Buyer.

- (b) Buyer shall offer immediate employment to ~~substantially all of the~~ a sufficient number of Facility Employees, such that no period of unemployment shall occur with respect to such Facility Employees between employment with the Sellers and employment with Buyer, and such that there will be no violation of the WARN Act or any comparable state or local laws, with such employment with the Buyer to commence as of the Effective Time. If Buyer fails to offer immediate employment to substantially all of the Facility Employees, Buyer acknowledges and agrees that it shall be responsible for the payment of any amounts or liabilities arising or due under the WARN Act or any comparable state or local laws. In furtherance and not in limitation of the foregoing, Buyer shall treat prior service with Sellers reflected in the information provided above as service with Buyer for purposes of determining eligibility to participate and vesting in all benefits programs maintained by Buyer. Sellers shall cooperate with Buyer in providing information reasonably requested by Buyer to facilitate hiring and establishing benefits for Hired Employees who accept employment with Buyer. This Agreement shall not be deemed to create or grant to any Hired Employee any third-party beneficiary rights or claims or any cause of action of any kind or nature.
- (c) The applicable Seller shall provide Buyer, at least ten (10) days prior to the Closing Date, a schedule setting forth, for each of the Facility Employees, an estimated amount of accrued but unused paid time off (including any accrued vacation, sick and holiday time) (collectively, the “**Accrued PTO**”) and the estimate aggregate value of the Accrued PTO as of the Effective Time. Sellers shall provide Buyer, on the Closing Date, with an update schedule reflecting actual Accrued PTO amounts as of the Effective Time. Buyer shall assume the Accrued PTO liability, as updated on the Closing Date, with respect to the Hired Employees and Buyer will, thereafter, be responsible for paying the Hired Employees for their use of their Accrued PTO during their employment with Buyer and upon the termination of their employment with Buyer in accordance with the Buyer’s or its designee’s employment practices. The parties agree to take such reasonable actions as may be necessary, and otherwise to cooperate in good faith, to implement the purposes and intent of this Section 8.01(c).
- (d) Buyer shall provide COBRA continuation coverage (within the meaning of Section 4980B of the Internal Revenue Code and U.S. Treasury regulations thereunder) to all Facility Employees who are “M&A qualified beneficiaries” (within the meaning of Treasury Regulation Section 54.4980B-9, Q&A-4) for the duration of the period to which such Facility Employees are entitled to such coverage.
- (e) Seller or any Affiliate of Seller shall be responsible for the payment to the Facility Employees of all salaries and wages (excluding Accrued PTO) due for periods prior to 12:00 o’clock Midnight on the Closing Date. Anything to the contrary notwithstanding, this Agreement shall not be deemed to create or grant to any Hired Employee any third-

party beneficiary rights or claims or any cause of action of any kind or nature. Seller or any Affiliate of Seller shall timely pay to all applicable governmental and regulatory authorities all employment-related taxes due with respect to the Facility Employees for periods prior to 12:00 o'clock Midnight on the Closing Date, including its share of all FICA, state and federal unemployment taxes and workers compensation insurance premiums.

(f) Seller and/or its Affiliates shall be solely responsible for any and all service awards, health insurance premiums, dental insurance premiums, attendance bonuses, and Section 401(k) retirement plan contributions earned or due and owing to the Hired Employees as of the Closing Date.

(g) **Employee Benefit Plans.** (i) Schedule 8.01(g) sets forth a list of each agreement relating to terms and conditions of employment and each other employee benefit plan, program or arrangement (including each employee benefit plan within the meaning of Section 3(3) of the United States Employee Retirement Income Security Act of 1974, as amended ("**ERISA**") sponsored, maintained or contributed to or required to be contributed to by Seller and its Affiliates or by any trade or business, whether or not incorporated (including any Person considered a member of a "control group (as defined in Section 210(c) of ERISA), an "**ERISA Affiliate**") that together with Seller would be deemed a "single employer" within the meaning of Section 4001(b)(1) of ERISA, in each case for the benefit of any current or former employee of Seller or any of its Affiliates in connection with the Community, whether formal or informal and whether legally binding or not (the "**Employee Benefit Plans**").

(ii) With respect to each of the Employee Benefit Plans, the Seller has heretofore made available to Buyer true, correct and complete copies of (w) the document governing each written Employee Benefit Plan or a written description of any Employee Benefit Plan that is not otherwise in writing, (x) if the Employee Benefit Plan is funded through a trust or any other funding vehicle, the trust or other funding agreement, (y) the most recent summary plan description and, with respect to any employee pension benefit plan within the meaning of Section 3(2) of ERISA, annual report on IRS Form 5500 Series, if required under ERISA or the Code, and (z) the most recent determination letter received from the IRS with respect to each Employee Benefit Plan that is intended to be qualified under Section 401(a) of the Code.

(iii) Except as set forth on Schedule 8.01(g), neither Seller nor any of its ERISA Affiliates have ever maintained, made contributions to, or been obligated to contribute to any plan, program or arrangement that is or was (x) subject to Title IV of ERISA, (y) a multiemployer plan within the meaning of Section 3(37) or Section 4001(a)(3) of ERISA, or (z) a welfare benefit fund within the meaning of Section 419 of the Code.

(iv) Each of the Employee Benefit Plans has been operated and administered in all material respects in accordance with its terms and applicable Law, including ERISA

and the Code. Each of the Employee Benefit Plans that is intended to be “qualified” within the meaning of Section 401(a) of the Code is so qualified. Seller and/or its Affiliates has applied for and received a currently effective determination letter from the IRS stating that each such Employee Benefit Plan is so qualified, and no event has occurred which would affect such qualified status.

(v) None of the Seller, any of its ERISA Affiliates, any of the Employee Benefit Plans, any trust created thereunder, nor to the knowledge of the Seller, any trustee or administrator thereof has engaged in a transaction or has taken or failed to take any action in connection with which Buyer or any of its Affiliates could be subject to any material liability for either a civil penalty assessed pursuant to Section 409 or 502(i) of ERISA or a tax imposed pursuant to Section 4975, 4976 or 4980B of the Code.

(vi) There are no unpaid contributions with respect to any Employee Benefit Plan that are required to have been made under the terms of the Employee Benefit Plan or any applicable Law.

(vii) No Employee Benefit Plan provides benefits, including death or medical benefits (whether or not insured), with respect to current or former employees after retirement or other termination of service (other than (w) coverage mandated by Section 601 et seq. of ERISA or Section 4980B of the Code (“COBRA”)), (x) death benefits or retirement benefits under any “employee pension benefit plan,” as that term is defined in Section 3(2) of ERISA, (y) benefits the full cost of which is borne by the current or former employee (or his or her beneficiary), or (z) deferred compensation benefits accrued as liabilities on the books of Seller and/or its Affiliates).

(viii) The consummation of the transactions contemplated by this Agreement will not, either alone or in combination with any other event, (x) entitle any current or former employee, officer, director or consultant of the Seller or any of its Affiliates to any payment, including severance pay, unemployment compensation (except employees not hired by Seller and/or its Affiliates after the closing) or any other similar termination payment, or (y) accelerate the time of payment or vesting, or increase the amount of, or otherwise enhance, any benefit due to any such employee, officer, director or consultant.

(ix) There are no pending or, to the Seller’s Knowledge, threatened or anticipated claims by or on behalf of any Employee Benefit Plan, by any employee or beneficiary under any such Employee Benefit Plan or otherwise involving any such Employee Benefit Plan (other than routine claims for benefits).

(x) Neither Seller nor any of its ERISA Affiliates is a party to any agreement or understanding, whether written or unwritten, with the Pension Benefit Guaranty Corporation, the IRS, or the Department of Labor.

Section 8.02 Misdirected Payments. From and after the Closing, if any Seller or any of its respective Affiliates receives any right, property or asset that is a Purchased Asset, the applicable Seller shall promptly transfer or cause such of its Affiliates to transfer such right, property or asset (and shall promptly endorse and deliver any such asset that is received in the form of cash, checks or other documents) to Buyer, and such asset will be deemed the property of Buyer held in trust by such Seller for Buyer until so transferred. From and after the Closing, if Buyer or any of its Affiliates receives any right, property or asset that is an Excluded Asset, Buyer shall promptly transfer or cause such of its Affiliates to transfer such asset (and shall promptly endorse and deliver any such right, property or asset that is received in the form of cash, checks, or other documents) to the applicable Seller, and such asset will be deemed the property of such Seller held in trust by Buyer for such Seller until so transferred.

ARTICLE IX TERMINATION

Section 9.01 Termination Prior to Closing.

- (a) This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing:
- (i) By the mutual written consent of Buyer and the Sellers;
 - (ii) By Buyer, by written notice to Sellers, if: (x) Buyer is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Sellers pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article VII, and such breach, inaccuracy or failure has not been cured by Sellers within ten (10) days of Sellers' receipt of written notice of such breach; or (y) any of the conditions set forth in Section 7.01 or Section 7.02 shall not have been, or it becomes apparent that any of such conditions will not be, satisfied by the date that is forty-five (45) days following the date on which the Sale Order is entered (the "*Conditions Satisfaction Deadline*"), unless such failure shall be due to the failure of Buyer to perform or comply with any of its representations, warranties or covenants contained in this Agreement and to be performed or complied with by Buyer prior to the Closing;
 - (iii) By the Sellers, by written notice to Buyer, if: (x) Sellers are not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Buyer pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article VII, and such breach, inaccuracy or failure has not been cured by Buyer within ten (10) days of Buyer's receipt of written notice of such breach; (y) any of the conditions set forth in Section 7.01 or Section 7.03 shall not have been, or it becomes apparent that any of such conditions will not be, satisfied Conditions Satisfaction Deadline, unless such failure shall be due to the failure of Sellers to perform or comply with any of their representations, warranties or covenants contained in this Agreement and to be performed or complied with by Sellers prior to the Closing;
 - (iv) By either the Sellers or Buyer in the event the Closing shall not have occurred on or before the Outside Closing Date (which Outside Closing Date may be extended by mutual agreement of

Buyer and Seller), unless such delay is the result of an action or omission by the Party wishing to terminate this Agreement pursuant to this subsection.

(v) By Buyer or Sellers if (x) the Sale Order is not entered by November 22, 2024 or (y) any Seller sells, transfers, leases or otherwise disposes of, directly or indirectly, including through an asset sale, stock sale, merger or other similar transaction, all or substantially all of its Business or the Purchase Assets in a transaction or series of transactions with one or more Person in accordance with the Bid and Sale Procedures Order (such event, an “*Alternative Transaction*”); provided that, upon termination under this provision in connection with the occurrence of an Alternative Transaction, Sellers, in accordance with the Bid and Sale Procedures Order, shall pay to Buyer, within ~~five (5)~~ Business Days after the consummation of the Alternative Transaction, from the proceeds of such Alternative Transaction, an amount in cash equal to (i) ~~_____ [NOT TO EXCEED 2.5% OF THE CASH PORTION OF THE PURCHASE PRICE PER THE BID AND SALE PROCEDURES ORDER]~~ \$51,825.00 (the “*Break-Up Fee*”) and (ii) Buyer’s actual, documented, reasonable, out-of-pocket costs and expenses in an amount not to exceed ~~_____ dollars (\$ _____) [NOT TO EXCEED 1% OF THE CASH PORTION OF THE PURCHASE PRICE PER THE BID AND SALE PROCEDURES ORDER]~~ \$20,730.00.

Section 9.02 Effect of Termination.

- (a) In the event of the termination of this Agreement in accordance with this Article IX, this Agreement shall forthwith become void and there shall be no liability on the part of any Party hereto, except (i) as expressly set forth herein, (ii) in the event of termination pursuant to Section 9.01(a)(i), 9.01(a)(ii) (subject to such failure to meet a condition or delay thereunder not being a result of Buyer’s breach), 9.01(a)(iv) or 9.01(a)(v), Buyer shall, within five (5) Business Days, be refunded the Escrow Deposit, and such refund shall be Buyer’s sole and exclusive remedy with respect to this Agreement and the transactions contemplated herein; and (iii) in the event of termination by the Sellers pursuant to Section 9.01(a)(iii) (subject to such failure to meet a condition or delay thereunder not being a result of Sellers’ breach), Sellers shall retain the Escrow Deposit as liquidated damages and as Sellers’ sole and exclusive remedy with respect to this Agreement and transactions contemplated herein. With respect to the foregoing clause (iii) and retention by the Sellers of the Escrow Deposit as liquidated damages, Sellers and Buyer agree that Sellers’ actual damages would be extremely difficult or impracticable to determine, and that the amount of the Escrow Deposit is a reasonable estimate of the damages that Sellers would incur in such event.
- (b) Upon termination of this Agreement, the rights and obligations of the Parties under this Agreement shall likewise terminate, except that those obligations set forth in Section 10.01 and Section 10.02 shall survive termination of this Agreement.

ARTICLE X
MISCELLANEOUS

Section 10.01 Confidentiality. It is understood by the Parties hereto that the information, documents, and instruments delivered to Buyer by the applicable Seller and its agents and the information, documents and instruments delivered to the applicable Seller by Buyer and its agents are of a confidential and proprietary nature. Each of the Parties hereto agrees that both prior and subsequent to the Closing it will maintain the confidentiality of all such confidential information, documents or instruments in connection with the negotiation of this Agreement or in compliance with the terms, conditions and covenants hereof and will only disclose such information, documents and instruments to its duly authorized officers, members, directors, representatives, and agents (including consultants, attorneys ~~and~~, accountants, prospective lenders and investors of each party) and applicable governmental authorities in connection with any required notification or application for approval or exemption therefrom. Nothing in this Section, however, shall prohibit the use of such confidential information, documents or information for such governmental filings as in the opinion of Seller's counsel or Buyer's counsel are required by law or governmental regulations or are otherwise required to be disclosed pursuant to applicable state law or the filing of this Agreement with the Bankruptcy Court or pursuant to any Order of the Bankruptcy Court, including, without limitation, the Bid and Sale Procedures Order.

Section 10.02 Cost of Transaction. Whether or not the transactions contemplated hereby shall be consummated, the Parties agree as follows: (a) the applicable Seller shall pay the fees, expenses and disbursements of such Seller and its Affiliates and their agents, representatives, accountants, and legal counsel incurred in connection with the subject matter hereof and any amendments hereto; (b) Buyer shall pay the fees, expenses and disbursements of Buyer and its Affiliates and their agents, representatives, accountants and legal counsel incurred in connection with the subject matter hereof and any amendments hereto; and (c) Buyer shall pay any state or local recording fees, deed, stamp, or other transfer taxes, filing fees, license fees, and any third-party consent or license fees associated with or assessed in connection with the conveyance of any of the Purchased Assets.

Section 10.03 Announcements. The content of any communications to the public relating to the transaction that is the subject of this Agreement including, but not limited to, any letters to patients regarding such transaction, shall be mutually agreed to by Buyer and the applicable Seller.

Section 10.04 Tax and Medicare Effect. None of the Parties (nor such Parties' counsel or accountants) has made or is making any representations to any other Party (nor such party's counsel or accountants) concerning any of the tax, Medicare or Medicaid effects of the transactions provided for in this Agreement as each Party hereto represents that each has obtained, or may obtain, independent tax, Medicare and Medicaid advice with respect thereto and upon which it, if so obtained, has solely relied.

Section 10.05 Survival. The obligations, representations or warranties which by their nature or content would continue beyond the Closing or the expiration or termination of this Agreement shall survive the Closing or any expiration or termination of this Agreement to the extent specifically provided for herein.

Section 10.06 Notices. All notices, demands and other communications required or permitted hereunder shall be deemed sufficiently given if delivered in person, mailed by certified mail, postage prepaid, or sent via nationally recognized overnight carrier, as well as being sent simultaneously by e-mail, addressed as follows:

If to Buyer: [RNG BEH CN CL MG LLC](#)
~~_____~~ [606 Brower Avenue](#)
[Toms River, New Jersey 08755](#)
[Attn: Seth Geller](#)
~~_____~~
~~_____~~
~~_____~~

Copy to: ~~_____~~ [Reiss Sheppe LLP](#)
[425 Madison Avenue, 19th Floor](#)
[New York, New York 10017](#)
[Attn: Amir Kornblum, Esq.](#)
~~_____~~
~~_____~~
~~_____~~

If to Seller: ~~_____~~
c/o Christian Horizons
Attn: Kate Bertram, President and Shawn O’Conner, CRO
Two City Place Drive, 2nd Floor
St. Louis, Missouri 63141
Email: kbertram@chliving.org
sconner@hcmpllc.com

Copy to: Dentons US LLP
Attn: Thomas Vandiver
101 South Hanley, Suite 600
St. Louis, Missouri 63105
Email: thomas.vandiver@dentons.com

or to such other address as either Party may designate by notice to the other Parties.

Section 10.07 Assignment. Neither Party may assign its rights or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment in violation of this section shall be deemed void and of no force or effect, and a non-curable breach of this Agreement. Buyer may take title to certain or all assets at Closing through a nominee or an assignee of Buyer which will be a newly formed special purpose entity.

Section 10.08 Successors and Assigns. This Agreement shall inure to the benefit of and bind the respective permitted successors and assigns of the Parties hereto. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the Parties to this Agreement or their respective successors or permitted assigns any legal or equitable right, remedy or claim under or in

respect of this Agreement or any provision contained herein, it being the intention of the Parties to this Agreement that the Agreement be for the sole and exclusive benefit of such Parties or such successors and assigns and not for the benefit of any other person. Notwithstanding the foregoing, the Parties expressly acknowledge the rights of and benefits accruing to the Bond Trustee hereunder.

Section 10.09 Governing Law; Venue. The validity and construction of this Agreement shall be governed by the laws of the State of Missouri without regard to the conflicts of law rules thereof. The Parties hereby consent to jurisdiction and venue in the Federal or State courts situated in St. Louis County, Missouri including while the Chapter 11 cases are pending, the exclusive jurisdiction of the Bankruptcy Court, and hereby waive any objection to the jurisdiction of, or the venue of any action instituted in, such courts.

Section 10.10 Attorneys' Fees. If legal action is commenced to enforce this Agreement, each Party shall pay its own costs and attorneys' fees in connection with any such action.

Section 10.11 Severability. If any provision of this Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision, and, to this end, the provisions hereof are severable.

Section 10.12 Section Headings. The Section headings are for reference only and shall not limit or control the meaning of any provision of this Agreement.

Section 10.13 Waiver. No delay or omission on the part of any Party in exercising any right hereunder shall operate as a waiver of such right or any other right under this Agreement.

Section 10.14 Amendments. This Agreement may be amended, but only in a writing signed by all Parties hereto and subject to any requisite approval by the Bankruptcy Court.

Section 10.15 Exhibits and Schedules. All Exhibits and Schedules referred to in this Agreement are integral parts of this Agreement and are hereby incorporated into this Agreement as if fully set forth herein, and all statements appearing therein shall be deemed to be representations.

Section 10.16 Entire Agreement. This Agreement, the Exhibits and the Schedules delivered pursuant hereto constitute the entire contract between the Parties hereto pertaining to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether written or oral, of the Parties, and there are no representations, warranties or other agreements between the Parties in connection with the subject matter hereof or thereof, except as specifically set forth herein or therein. The Parties specifically acknowledge that in entering into and executing this Agreement, the Parties rely solely upon the representations and agreements contained in this Agreement, and all prior representations or agreements, whether written or verbal, not expressly incorporated herein are superseded.

Section 10.17 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall comprise one and the same instrument. Signature pages exchanged by email shall be fully binding on the Parties.

Section 10.18 WAIVER OF JURY TRIAL. BUYER, AND SELLER HEREBY WAIVE ANY RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM IN CONNECTION WITH ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY CONTRACT OR INSTRUMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, EVENTS LEADING UP TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES' PERFORMANCE OF THIS AGREEMENT, OR ANY CLAIM OF INJURY OR DAMAGE RELATING TO THE FOREGOING OR THE ENFORCEMENT OF ANY REMEDY HEREUNDER.

[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Asset Purchase Agreement as of the Execution Date.

BUYER:

_____,
A[n] _____

By: _____
[Name][Title]

SELLER: LIST OUT EACH SELLER

WASHINGTON VILLAGE

ESTATES, LLC,

~~a[n] [Illinois][Indiana][Iowa][Missouri] [not for-
profit][nonprofit] corporation~~

an Illinois limited liability company

By:

Kate Bertram
President and Chief Executive Officer

WABASH ESTATES, LLC,

an Illinois limited liability company

By:

Kate Bertram
President and Chief Executive Officer

WABASH CHRISTIAN VILLAGE APARTMENTS, LLC,

an Illinois limited liability company

By:

Kate Bertram
President and Chief Executive Officer

Exhibit 3.02(a)

BILL OF SALE OF PERSONAL PROPERTY

This Bill of Sale is made and executed as of the ____ day of _____, 2024, by and between _____, a[n] [Illinois][Indiana][Iowa][Missouri] [not-for-profit][nonprofit] corporation] [limited liability company] (“**Seller**”) and _____, a[n] _____ (“**Buyer**”).

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of [____], 2024 by and between Seller and Buyer (the “**Purchase Agreement**”), Seller has agreed to sell to Buyer free and clear of all liens and encumbrances, except with respect to any lien or encumbrance arising out of or related to any liability of Seller assumed by Buyer pursuant to the Purchase Agreement, and Buyer has agreed to purchase from Seller, all of Seller’s right, title and interest in and to the Assets, as that term is defined in the Purchase Agreement, for the consideration in the amount and on the terms provided therein.

NOW THEREFORE, in consideration of the premises and of the mutual representations, warranties, covenants and agreements set forth herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Capitalized Terms**. All capitalized terms used and not otherwise defined in this Bill of Sale shall have the meanings ascribed to them in the Purchase Agreement.

2. **Sale and Transfer of Acquired Assets**. Seller hereby sells, assigns, transfers, conveys, grants and delivers to Buyer, free and clear of all liens and encumbrances, except with respect to any lien or encumbrance arising out of or related to any liability of Seller assumed by Buyer pursuant to the Purchase Agreement, all of Seller’s right, title and interest in and to the Assets, but only to the extent such Assets are to be transferred under the Purchase Agreement at Closing.

3. **Warranty of Ownership**. Seller warrants that Seller is the legal owner of the Assets and that the Assets are transferred free and clear of all liens and encumbrances, except with respect to any lien or encumbrance arising out of or related to any liability of Seller assumed by Buyer pursuant to the Purchase Agreement.

4. **Further Acts Required**. Seller covenants that at the request of Buyer it will promptly do or cause to be done all such further acts, and shall execute and deliver, or cause to be executed and delivered, all transfers, assignments and conveyances, evidences of title, notices, consents and assurances necessary or desirable to put Buyer in actual possession and control of the Assets, or as Buyer shall reasonably require to better assure and confirm title of Buyer to the Assets.

5. **Purchase Agreement**. Nothing in this Bill of Sale shall be deemed to supersede, enlarge or modify any of the provisions of the Purchase Agreement, all of which survive the execution and delivery of this Bill of Sale as provided and subject to the limitations set forth in the Purchase Agreement. If any conflict exists between the terms of this Bill of Sale and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

6. Notices. All notices or other communications or deliveries provided for under this bill of sale shall be given as provided in the Purchase Agreement.

7. Caption Headings and Construction of Agreement. The caption headings are used in this bill of sale only as a matter of convenience and for reference and do not define, limit or describe the scope of this bill of sale nor the intent of any provisions.

8. Applicable Law. This bill of sale is made and entered into in the State of [Illinois][Indiana][Iowa][Missouri] and shall be construed and enforced in accordance with the laws of such state.

9. Successors and Assigns. The provisions of this Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed under seal in its name as of the date first above written.

SELLER:

_____,
a[n] [Illinois][Indiana][Iowa][Missouri][not-for-profit][nonprofit]
corporation

By: _____
[Name]
[Title]

Exhibit 3.02(b)

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “**Agreement**”) is made and entered into as of the ____ day of _____, 2024 (the “**Effective Date**”), by and between by and between _____, a[n] [Illinois][Indiana][Iowa][Missouri] [not-for-profit][nonprofit] corporation] (hereinafter referred to as “**Assignor**”) and _____, a[n] _____ (hereinafter referred to as “**Assignee**”).

WHEREAS, pursuant to that certain Asset Purchase Agreement dated _____, 2024, (the “**Purchase Agreement**”) by and between Assignor and Assignee, Assignor is selling and conveying to Assignee certain of Assignor’s assets (the “**Assets**”) used in connection with Assignor’s operation of _____, a senior living community located in _____, [Illinois][Indiana][Iowa][Missouri] (the “**Facility**”);

WHEREAS, in connection with the sale, Assignor has agreed to assign to Assignee all of Assignor’s right, title and interest in and to executory contracts and certain intangible assets of Assignor used in connection with Assignor’s operation of the Facility (the “**Assignor’s Business**”), and Assignee has agreed to assume all of the duties and obligations of the Assignor with respect to such executory contracts and intangible assets arising from and after the date hereof; and

WHEREAS, also pursuant to the Purchase Agreement, Assignee has agreed to assume certain liabilities and obligations of Assignor (the “**Assumed Liabilities**”).

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) paid by Assignee to Assignor, the receipt of which is hereby acknowledged, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns to Assignee all of its right, title and interest in and to executory contracts identified in Exhibit “A” attached hereto and incorporated herein by this reference (the “**Executory Contracts**”), and further assigns and delegates to Assignee all of Assignor’s rights, duties, obligations and covenants contained in such Executory Contracts. Assignee hereby assumes and agrees to perform and discharge all duties, obligations and covenants contained in the Executory Contracts.

2. Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in, to and under the following intangible property owned by Assignor and used in connection with Assignor’s Business (collectively, the “**Intangibles**”):

a. All licenses, permits, certifications, certificates of need, and accreditations held by Assignor relating to the ownership, development and operation of Assignor’s Business (including any applications and pending approvals), to the extent assignable (the “**Licenses**”);

b. All intellectual property used in the operation of Assignor’s Business, facilities and properties (the “**Intellectual Property**”), including, but not limited to, the items listed on Exhibit “B” attached hereto and incorporated herein by this reference;

c. All paper and/or electronic resident records relating to Assignor's past and present residents of the Facility;

d. All manufacturers' and vendors' warranties relating to the Assets, to the extent transferable, and rights and claims that may be asserted by (but not against) Assignor related to the Assets;

e. All personnel records relating to employees of Assignor's Business who are hired by Assignee (to the extent such records are transferable under applicable law), equipment records, documents, catalogs, books, records, files, operating manuals, and other records relating to the Assets (but excepting any documents or records relating to Assignor's tax returns and Assignor's internal corporate affairs); ~~and~~

f. All goodwill associated with the Assets;

g. To the extent owned by the Seller, all vehicles, appliances, maintenance equipment, supplies and tools, physical therapy equipment, medical apparatuses, ventilator units, computer hardware, computer software, computer switches and servers, telephones and telephone systems, kitchen equipment, patient or resident room furnishings, all site plans, surveys, plans and specifications, and floor plans in the possession of the Seller and other tangible property and assets that are located in the Facility or utilized in connection with the owning, operating or managing the operations of the Facility; and

h. Sellers' (and, if applicable, any Affiliate of Seller's) leases, contracts and agreements with residents (the "**Residents**") of the Facilities (the "**Residency Agreements**").

3. Assignee hereby assumes and agrees to perform all covenants, agreements and undertakings of Assignor, arising from and after the date hereof, under the Intangibles.

4. Assignee hereby agrees to indemnify, defend and hold harmless Assignor from any claim, cause of action, loss, damage or expense (including without limitation reasonable attorneys' fees and court costs) resulting from any breach by Assignee of its obligations under the Executory Contracts or the Intangibles or any claim of such breach arising out of or based on events from and after the Effective Date. Assignor hereby agrees to indemnify, defend and hold harmless Assignee from any claim, cause of action, loss, damage or expense (including without limitation reasonable attorneys' fees and court costs) resulting from any breach by Assignor of its obligations under the Executory Contracts or the Intangibles or any claim of such breach arising out of or based on events prior to the Effective Date.

5. Assignee hereby assumes and agrees to be personally liable for all liabilities and obligations arising under the Executory Contracts from and after the Effective Date.

Any creditor of Assignee with respect to the Assumed Liabilities may enforce its rights against Assignor directly, without any obligation to proceed against Assignee.

6. This Agreement may be executed in one or more counterparts, and by electronically transmitted signature, and each counterpart and signature shall be deemed to be an original and all of which together shall constitute one agreement that is binding on all parties.

[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption Agreement as of the day and year first above written.

ASSIGNOR:

_____,
a[n] [Illinois][Indiana][Iowa][Missouri][not-for-profit][nonprofit] corporation

By: _____
[Name], [Title]

ASSIGNEE:

_____,
a[n] _____

By: _____
[Name], [Title]

Exhibit 3.02(c)

FORM OF DEED

[Attached.]

[SPACE ABOVE THIS LINE IS FOR RECORDING INFORMATION]

_____,
a[n] [not-for-profit][nonprofit]

to

_____,
a[n] [Illinois][Indiana][Iowa][Missouri]

QUIT CLAIM DEED

Dated: As of [____], 2024

Location:

County:

UPON RECORDATION RETURN TO:

Dentons US LLP
101 S. Hanley, Suite 600
St. Louis, Missouri 63105
Attention: Thomas K. Vandiver

QUIT CLAIM DEED

This Quit Claim Deed, made this ____ day of _____, 2024, _____, a[n] [Illinois][Indiana][Iowa][Missouri] [not-for-profit][nonprofit] corporation], (“Grantor”), and _____, a[n] _____ (“Grantee”), WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, by Grantee, the receipt of which is hereby acknowledged, by these presents does REMISE, RELEASE, ALIENATE AND CONVEY unto the Grantee, FOREVER, all the following described real estate, situated in the County of _____ and State of [Illinois][Indiana][Iowa][Missouri], known and described as follows, to wit (the “Premises”):

See Schedule 1 attached hereto and made a part hereof, together with all improvements and fixtures located thereon and owned by Grantor as of the date hereof and any rights, privileges and appurtenances pertaining thereto.

TO HAVE AND TO HOLD the said Premises as described above, with the appurtenances unto the Grantee, forever.

This is a Quit Claim Deed. Grantor makes no representations whatsoever, express or implied, regarding the Premises, this Deed or any other matters.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, Grantor executed this Quit Claim Deed the day and year first above written.

GRANTOR:

_____,
a[n] [Illinois][Indiana][Iowa][Missouri] [not-for-profit][nonprofit]

By: _____
[Name], [Title]

STATE OF _____)

)

COUNTY OF _____)

On _____, 2024, before me, the undersigned, a notary public in and for said State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

_____, Notary Public

Printed Name: _____

My Commission Expires:

Send Subsequent Tax Bills to:

I affirm under penalties of perjury, that I have taken reasonable care to redact each social security number in this document unless required by law. This instrument is prepared by _____. [NTD: this

clause is only required for recordation in Indiana; confirm form of Quit Claim Deed with local title company]

SCHEDULE 1 TO QUIT CLAIM DEED
LEGAL DESCRIPTION

[To be inserted.]

Exhibit 3.04(a)

HUD CHANGE OF OWNERSHIP REVIEW CHECKLIST

[Attached.]

Change of Ownership
Review Checklist
Section 232

U.S. Department of Housing and
Urban Development
Office of Residential Care Facilities

Warning: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802).

<p><u>Project Name:</u> <u>Project Number:</u> <u>Applicant Name:</u></p>
--

SUBMISSION REQUIREMENTS:

- This checklist must be used for the following Change of Participant (CHOP) transaction types: Change of Borrower Entity, Change of Borrower’s Controlling Participants(s), and Change of Borrower’s IRS reporting structure. If the transaction also includes a Change of Operator or Change of Management Agent, you may use this checklist for the entire transaction.
- For more information on ORCF’s CHOP criteria, please see the Healthcare Mortgage Insurance Program Handbook 4232.1, Section III, Chapter 7.
- If a CHOP is occurring in conjunction with the closing of a new Section 232 loan, **do not use this checklist.**
- For changes in Section 38 signatories that do not trigger a CHOP please contact your assigned Account Executive to discuss amending the Borrower’s Regulatory Agreement.
- Note: If a Management Agent has been deemed an Operator, all Operator documents must be submitted for the management agent.
- Note: If a Hospital District is proposing to be the Operator under an Upper Payment Limit (UPL) program, all Operator documents (including the Operator Regulatory Agreement and Security Agreement) must be submitted for the Hospital entity as well as for the Sub-Operator entity responsible for the day-to-day operations. However, the Hospital entity is not required to execute the Cross-Default Guaranty as it is permitted to have other non-project related income. The Hospital District’s Operator Security Agreement must include language that the revenues from IGT/UPL transactions are available for delinquencies and other project operating needs.

- Redlines of all HUD forms and of all revisions to the draft documents must be provided.
- **Portfolio Review Process:** To expedite portfolio CHOP reviews, the Lender may request a lead AE and lead attorney and designate a lead project. If the Lender elects this option, the Lender should submit the lead project’s CHOP submission ahead of the other projects. The lead attorney will provide comments on the lead project submission. Once the lead project submission is legally acceptable, the Lender’s counsel can draft and submit the CHOP submissions for the other projects in the portfolio. Note: For the other projects’ submissions, redlines of HUD forms should generally be provided against the standard HUD form, NOT against the lead project’s form (as each project may have deal-specific documents, special conditions, and/or riders).
- It is **critical** that you name each file according to the naming convention provided in the checklist **highlighted in green**. These highlighted numbers are important codes that “guide” the Portal system to recognize the type of transaction submitted, section number of the checklist, and the identity of the document. Therefore, using the naming conventions provided in the sample checklist that follows, appropriate file names for this submission package include **99901-a Lender’s Narrative [OR] 99901-a LendersNarrative [OR] 99901-a LNarrative**. In all three examples, the critically important portion of the file name is the five-digit number, dash, letter, and underscore that have been highlighted in green on the checklist.
- The below Transaction Factors will guide which documents may apply to your transaction.

Transaction Determinant Factor Questions:

- | | <u>Yes</u> | <u>No</u> |
|--|------------|------------|
| 1. <u>Will there be a change in the control of the project ownership?</u> | | |
| a. <u>Will a significant sum of money (any amount that exceeds 10% of the original loan amount), change hands in conjunction with the transaction?</u> | | <u>N/A</u> |
| 2. <u>Does this transaction involve the transfer of title from the Borrower entity to a buyer, including conveyance by installment sales contract, land contract, or wrap-around mortgage?</u> | | |
| 3. <u>Does this transaction involve the transfer of any interest in a partnership Borrower that causes a dissolution of the partnership under applicable state law?</u> | | |
| 4. <u>Does this transaction involve the transfer of the beneficial interest in a</u> | | |

passive trust that results in a change in control and management of the asset,
although legal title remains in the trustee?.....

*If you answered “Yes” to any of the **Key Questions 1 through 4** above, you must
provide the applicable documents requested in the checklist exhibits and complete
those sections of the **Change of Ownership Lender Narrative (HUD-92266-ORCF)**
marked with the corresponding code (1). Please check the box here and move on.*..... (1)

5. Does this transaction involve the transfer of interests in entities owning
properties with the following characteristics? (If you answered “Yes” to this
question, please check the box of the applicable characteristics from the list
below.).....

- a. Any transfer of partnership interests in excess of 50% that do not cause
a dissolution of the existing partnership under applicable law, as
certified by an attorney who has no identity-of-interest with the
partnership and is licensed to practice law in the state where the
partnership is organized......
- b. Addition or substitution of a managing or controlling member in a
Limited Liability Company (LLC)......
- c. The substitution of one or more of the general partners of a limited
partnership Borrower that does not cause a dissolution of the existing
partnership under applicable law, as certified by an attorney who has
no identity-of-interest with the partnership and is licensed to practice
law in the state where the project is located......
- d. A transfer of stock of a corporate general partner of a partnership
where such transfer results in one person or entity controlling in
excess of 50% of the stock of a publicly traded entity or closely held
corporation, where such transfer results in a change of control of the
corporate general partner......
- e. A transfer of stock of a corporate Borrower where such transfer
results in one person or entity, other than the original controlling
entity, controlling stock in excess of 50%, or an amount less than 50%
where such a transfer results in a change of control of the corporate
Borrower......
- f. Transfer of a beneficial interest in a passive trust that does not
result in a change in control of the property......
- g. Other entities not falling into categories above, where the managing
control is changing (e.g., a change to a corporate officer or voting board

member of a non-profit corporation).

If you answered “Yes” to Key Question 5 above, you must provide the applicable documents requested in the checklist exhibits and complete those sections of the Change of Ownership Lender Narrative (HUD-92266-ORCF) marked with the corresponding code (2). Please check the box here and move on. (2)

6. Does the transaction involve a change of the Internal Revenue Service (IRS) Reporting Structure (i.e., when a Borrower changes from Limited Partner (LP) to LLC, but all principals remain the same and the tax identification number (TIN) is not changing?

If you answered “Yes” to Key Questions 6 above, you must provide the applicable documents requested in the checklist exhibits and complete those sections of the Change of Ownership Lender Narrative (HUD-92266-ORCF) marked with the corresponding code. Please check the box here and move on... (3)

7. Does this transaction also include a change of the Operator

8. Does this transaction also include a change of the Management Agent?

If you answered “Yes” to Key Questions 7 and/or 8 above, you must provide the applicable documents requested in the checklist exhibits and complete those sections of the Change of Ownership Lender Narrative (HUD-92266-ORCF) marked with the corresponding code (4) and/or (5), respectively. Please check the box here and move on. (4) [and/or] (5)

No.	Item	Incl.	N/A
	92201-a <u>Completed Change of Ownership Checklist (1,2,3,4,5)</u>		
	92202-a <u>Lender Narrative for Change of Ownership Application (Form HUD-92266-ORCF) (1,2)</u>		
	92203-a <u>Contact Sheet (Form HUD-90024-ORCF) (1,2)</u>		
	92204-a <u>Letter describing proposed change in organizational structure (3)</u>		
	<i><u>This letter, submitted on the Lender’s or Borrower’s letterhead, must provide a brief narrative that describes the proposed change of the IRS reporting structure and confirm that all principals of the borrower and the tax identification number (TIN)</u></i>		

No.	Item	Incl.	N/A
	<u>will remain the same.</u>		
	92205-a <u>Lender’s Consent to Transaction (3)</u>		
	92206-a <u>Application fee* (Pay.gov receipt) (1,2)</u> <i>*An application fee \$0.50 per \$1,000 of the original face amount of the HUD-insured loan is required. The same application fee is required if the proposed transaction involves:</i> <ul style="list-style-type: none"> • <u>Transfer of more than fifty percent (50%) of “partnership” Mortgagor’s Interest</u> • <u>Transfer of more than fifty percent (50%) of the Corporate Stock of “Corporate Mortgagor”</u> • <u>Transfer of less than fifty percent (50%) of the corporate stock of “Corporate Mortgagor” if the result is a “Change in Control” of Corporate Mortgagor</u> 		
	<u>Organizational Documents – Borrower (1,2,3)</u> a. 92207-a <u>Organizational Charts (current and proposed)</u> b. 92207-b <u>Organizational certification (including incumbency)</u> c. 92207-c <u>Formation documents, as amended</u> d. 92207-d <u>Governing documents, as amended</u> e. 92207-e <u>Authorizing resolution</u> f. 92207-f <u>Status certificates</u> <u>Principal of Borrower’s Organizational Documents (2)</u> <i>Provide for any entity in Borrower’s signature block. For trusts, submit the Trust Agreement and the Certification or Affidavit of Trust.</i> aa. 92207-aa <u>Organizational Charts (current and proposed)</u> bb. 92207-bb <u>Organizational certification (including incumbency)</u> cc. 92207-cc <u>Formation documents, as amended</u> dd. 92207-dd <u>Governing documents, as amended</u> ee. 92207-ee <u>Authorizing resolution</u> ff. 92207-ff <u>Status certificates</u>		
	92208-a <u>Qualifications/Resumes (Purchaser/New Borrower, New Operator, and/or New Management Agent) (1,2,4,5)</u> <i>Provide evidence for the business entity and each of its principals.</i>		
	<u>Attorney’s Opinion(s)</u> <i>OMB Opinions are only required for a full change of the Borrower entity, Operator entity, or Master Tenant entity. The Opinion format can be adapted for CHOP transactions as needed.</i> 92209-a <u>THIS LINE INTENTIONALLY LEFT BLANK</u> 92209-b <u>Opinion of Borrower’s Counsel (HUD-91725-ORCF) (1)</u> 92209-c <u>Opinion of Operator’s Counsel (HUD-92325-ORCF) (4)</u> 92209-d <u>Opinion of Master Tenant’s Counsel (HUD-92335-ORCF) (4)</u> 92209-e <u>Attorney’s Certification on Execution and Recordation (see ORCF Loan servicing website)</u>		

No.	Item	Incl.	N/A
	<u>(1,2,3,4,5)</u>		
	92210-a <u>Evidence of Registration for Controlling Participants in Business Partner Registration System (BPRS) (1,2,3,4,5)</u>		
	92211-a <u>Application for Facility License [OR] copy of License with name of New Operator entity (1,3,4,5)</u>		
	<u>Evidence of Title Insurance (1,3)</u>		
	<i>Applicable when the mortgage is assumed or amended (to modify references to the Master Lease in pre-2019 documents)</i> a. 92212-a <u>Date down pro forma title endorsement</u>		
	[OR] b. 92212-b <u>Pro forma ALTA Loan Title Insurance Policy</u>		
	[AND] c. 92212-c <u>Title agent letter of authority</u>		
	92213-a <u>Executed Purchase and Sale Agreement (1,2)</u>		
	92214-a <u>Proposed Bill of Sale and Assignment (HUD-92228-ORCF) (1,2)</u>		
	<u>Assumption/Amendments</u> a. 92215-a <u>THIS LINE INTENTIONALLY LEFT BLANK</u> b. 92215-b <u>Assumption of Security Instrument (1)</u>		
	<i>If the current mortgage is a separate document from the security agreement, then both documents must be assumed. (If the project is being removed from or added to a Master Lease and the mortgage is prior to 06/2019, the Assumption must also revise the mortgage's references to the Master Tenant/Master Lease.)</i> c. 92215-c <u>Assumption of Borrower Regulatory Agreement [or] New Borrower Regulatory Agreement (1)</u>		
	<i>An Assumption of the Borrower Regulatory Agreement is required for purchasers of projects using pre-July 2013 documents; and the newest version of the Borrower Regulatory Agreement is required for purchasers of projects using documents dated July 2013 or later (either via an assumption or a new agreement). If executing an Assumption, please note that the Borrower Regulatory Agreement must also be amended to:</i> 1) <i>revise all references to the Master Tenant/Master Lease (if the project is being removed from or added to a Master Lease and the Regulatory Agreement is prior to 06/2019).</i> 2) <i>add a Master Lease Termination provision (if project is being added to a master lease that does not extend to the end of the mortgage).</i> and		

No.	Item	Incl.	N/A
	<p><u>3) amend the Section 38 signatories (if the signatories need changing). If executing a new Borrower Regulatory Agreement, please ensure that any Special Conditions in the current Borrower Regulatory Agreement are carried over and that the new Borrower Regulatory Agreement is incorporated into the mortgage.</u></p> <p><u>Releases of Regulatory Agreements</u> <u>Optional. Only applicable if a new Regulatory Agreement is being executed (not applicable for assumptions).</u></p> <p>d. <u>92215-d Release of existing Borrower Regulatory Agreement (1).....</u> e. <u>92215-e Release of existing Master Tenant Regulatory Agreement (4).....</u> f. <u>92215-f Release of existing Operator Regulatory Agreement (4).....</u></p>		
	<p><u>92216-a Copy of Existing Borrower’s Regulatory Agreement (1,2,3).....</u></p>		
	<p><u>New Operator’s Security Agreement and related documents (4).....</u> <u>If Project is also being removed from or added to a Master Lease, the existing Operator Security Agreement, if dated prior to 06/2019, must be amended to change all references to Master Tenant/Lease. For UPL/IGT transactions, language must be added to the Operator Security Agreement which provides that IGT/UPL proceeds that are not considered Excluded Proceeds (as defined by the transaction specific agreements) are included in the definition of Government Payments. Request sample language from ORCF.</u></p> <p>a. <u>92217-a New Operator’s Security Agreement (HUD-92323-ORCF).....</u> b. <u>92217-b UCC Financing Statement (County).....</u> c. <u>92217-c UCC Financing Statement (State).....</u> d. <u>92217-d Operator Assignment of Rents and Leases (HUD-92324-ORCF).....</u></p>		
	<p><u>Deposit Control Agreement(s) (4).....</u> <u>Applicable if deposit accounts are changing.</u></p> <p>a. <u>92218-a Deposit Account Control Agreement (DACA).....</u> b. <u>92218-b Deposit Account Instructions and Services Agreement (DAISA) (if applicable).....</u></p>		
	<p><u>Evidence of Professional Liability Insurance (PLI) Coverage.....</u></p> <p>a. <u>92219-a ACORD Certificate of PLI (4).....</u> b. <u>92219-b Schedule of facilities covered by PLI policy (4).....</u> c. <u>92219-c Potential PLI claims certification (4).....</u> d. <u>92219-d Evidence of PLI insurer’s rating (printout from AM Best Rating or Demotech) (4).....</u> e. <u>92219-e Insurance certification (HUD-92435-ORCF) (1, 2).....</u></p>		
	<p><u>92220-a Six-year loss history of all claims against New Operator/New Parent of the Operator (4).....</u> <u>If property subject to the CHOP is being added to an umbrella PLI policy, please provide six-year loss history for that policy. If property subject to the CHOP is being added to a stand-alone PLI policy (regardless of if there is a Parent of an Operator or not), please provide a six-year loss history for each facility that the controlling participants’ operate. The six-year loss history should be provided in annual summary form (prepared by the insurance company or third-party administrator).</u></p>		

No.	Item	Incl.	N/A
	<p><u>Draft Operating Lease (or Sublease) (1)</u></p> <p><i>In some cases, such as if the project is being removed from or added to a Master Lease, the existing Operator Lease will need to be terminated.</i></p> <p>a. 92221-a <u>Draft Estoppel Certificate (HUD-91117-ORCF)</u></p> <p>b. 92221-b <u>Draft Operating Lease with attached Addendum to Operating Lease (HUD-91116-ORCF)</u></p> <p>c. 92221-c <u>Draft Memorandum of Operating Lease</u></p> <p>d. 92221-d <u>Draft Subordination (Non-Disturbance and Attornment) Agreement (HUD-91110-ORCF)</u></p>		
	<p><u>New Master Lease (1, 4)</u></p> <p><i>As applicable, for transactions that require a new master lease to include the subject project.</i></p> <p>a. <u>THIS LINE INTENTIONALLY LEFT BLANK</u></p> <p>b. 92222-b <u>Master Lease, with attached Master Lease Addendum (HUD-92211-ORCF)</u></p> <p>c. 92222-c <u>Cross-Default Guaranty of Subtenants (HUD-92211-ORCF)</u></p> <p>d. 92222-d <u>Master Lease Subordination [Non-Disturbance and Attornment] Agreement (HUD-92333-ORCF)</u></p> <p>e. <u>THIS LINE INTENTIONALLY LEFT BLANK</u></p> <p>f. 92222-f <u>Healthcare Regulatory Agreement – Master Tenant (HUD-92337-ORCF)</u></p> <p>g. 92222-g <u>Master Tenant Estoppel Certificate (HUD-92339-ORCF)</u></p> <p>h. 92222-h <u>Master Tenant Security Agreement (HUD-92340-ORCF)</u></p> <p>i. 92222-i <u>Master Tenant Assignment of Leases and Rents (HUD-92334-ORCF)</u></p> <p>j. 92222-j <u>Memorandum of Master Lease</u></p> <p>k. 92222-k <u>Master Tenant UCC Financing Statement (County)</u></p> <p>l. 92222-l <u>Master Tenant UCC Financing Statement (State)</u></p>		
	<p><u>Modification of Existing Master Lease (1, 4)</u></p> <p><i>As applicable, for transactions that result in the subject project being added to a previously approved master lease OR for transactions with a change in the operator/subtenant for a project subject to an existing master lease.</i></p> <p>a. <u>THIS LINE INTENTIONALLY LEFT BLANK</u></p> <p>b. 92223-b <u>Draft Master Tenant Estoppel Certificate with attached existing Master Lease (HUD-92339-ORCF)</u></p> <p>c. 92223-c <u>HUD Master Lease Addendum (HUD-92211-ORCF)</u></p> <p>d. 92223-d <u>Draft Amendment/Joinder to Existing Master Lease</u></p> <p>e. 92223-e <u>Existing Cross-Default Guaranty of Subtenants (HUD-92331-ORCF)</u> ..</p> <p>f. 92223-f <u>Draft Amendment/Joinder to Cross-Default Guaranty of Subtenants</u></p> <p>g. 92223-g <u>Memorandum of Master Lease</u></p> <p>h. 92223-h <u>Healthcare Regulatory Agreement – Master Tenant and/or Amendment thereto (HUD-92337-ORCF)</u></p> <p>i. 92223-i <u>Master Tenant Security Agreement and/or Amendment thereto (HUD-</u></p>		

No.	Item	Incl.	N/A
	<p>92340-ORCF)</p> <p><u>j.</u> 92223-j <u>Master Tenant Assignment of Leases and Rents and/or Amendment thereto (HUD-92334-ORCF)</u></p> <p><u>k.</u> 92223-k <u>Master Tenant UCC-1 Financing Statements (County)</u></p> <p><u>l.</u> 92223-l <u>Master Tenant UCC-1 Financing Statements (State)</u></p> <p><u>m.</u> 92223-m <u>Master Lease Subordination [Non-Disturbance and Attornment] Agreement and/or Amendment thereto (HUD-92333-ORCF)</u></p> <p><u>n.</u> <u>THIS LINE INTENTIONALLY LEFT BLANK</u></p>		
	<p><u>Master Lease Release Documents (1, 4)</u></p> <p><i>As applicable, for transactions that result in the subject project being removed from an existing Master Lease, if that Master Lease will continue to exist after this project's departure.</i></p> <p><u>a.</u> 92224-a <u>Mortgagee Letter of Recommendation</u></p> <p><u>b.</u> 92224-b <u>Master Lease Analysis (Optional worksheet available on ORCF website)</u></p> <p><u>c.</u> 92224-c <u>Copy of Master Lease and Master Lease Addendum, including all amendments and joinders (HUD-92211-ORCF)</u></p> <p><u>d.</u> 92224-d <u>Draft Amendment to HUD Master Lease (please see Amendment to HUD Master Lease (Partial Termination and Release) (HUD-92342-ORCF) for sample language)</u></p> <p><u>e.</u> 92224-e <u>Copy of existing Cross Default Guaranty of Subtenants (HUD-92331-ORCF)</u></p> <p><u>f.</u> 92224-f <u>Draft Amendment to Cross-Default Guaranty of Subtenants</u></p> <p><u>g.</u> 92224-g <u>Copy of Recorded Memorandum of Master Lease</u></p> <p><u>h.</u> 92224-h <u>Draft Termination of Memorandum of Master Lease</u></p> <p><u>i.</u> 92224-i <u>Copy of Master Tenant Security Agreement (HUD-92340-ORCF)</u></p> <p><u>j.</u> 92224-j <u>Draft Termination of Master Tenant Security Agreement</u></p> <p><u>k.</u> 92224-k <u>Copy of Recorded Master Tenant Assignment of Leases and Rents (HUD-92334-ORCF)</u></p> <p><u>l.</u> 92224-l <u>Draft Termination of Master Tenant Assignment of Leases and Rents</u></p> <p><u>m.</u> 92224-m <u>Copy of Recorded Master Lease Subordination [Non-Disturbance and Attornment] Agreement (HUD-92333-ORCF)</u></p> <p><u>n.</u> 92224-n <u>Draft Termination of Master Lease Subordination [Non-Disturbance and Attornment] Agreement</u></p> <p><u>o.</u> 92224-o <u>Copy of Recorded Healthcare Regulatory Agreement – Master Tenant (HUD-92337-ORCF)</u></p> <p><u>p.</u> <u>THIS LINE INTENTIONALLY LEFT BLANK</u></p> <p><u>q.</u> 92224-q <u>Copy of Recorded Master Tenant UCC-1 Financing Statements (county and state)</u></p> <p><u>r.</u> 92224-r <u>Draft Termination of Master Tenant UCC-1 Financing Statements (county and state)</u></p> <p><u>s.</u> 92224-s <u>Master Tenant Estoppel Certificate (HUD-92339-ORCF)</u></p> <p><u>t.</u> 92224-t <u>AR Lender confirmation that Master Lease Release will not be considered a default under the AR loan documents</u></p>		

No.	Item	Incl.	N/A
	<p><u>Master Lease Termination (1, 4)</u></p> <p><i>As applicable, for transactions where the existing Master Lease is being terminated simultaneously with the CHOP.</i></p> <p>a. <u>92225-a</u> <u>Copy of Master Lease and Master Lease Addendum, including all amendments and joinders (HUD-92211-ORCF)</u></p> <p>b. <u>92225-b</u> <u>Draft Amendment to HUD Master Lease (Partial Termination and Release (HUD-92342-ORCF)</u></p> <p>c. <u>92225-c</u> <u>Copy of Recorded Memorandum of Master Lease</u></p> <p>d. <u>92225-d</u> <u>Draft Termination of Memorandum of Master Lease</u></p> <p>e. <u>92225-e</u> <u>Copy of Cross Default Guaranty of Subtenants (HUD-92331-ORCF)</u></p> <p>f. <u>92225-f</u> <u>Draft Termination and Release of Cross Default Guaranty of Subtenants, Section 232 (HUD-92341-ORCF)</u></p> <p>g. <u>92225-g</u> <u>Copy of Master Tenant Security Agreement (HUD-92340-ORCF)</u></p> <p>h. <u>92225-h</u> <u>Draft Termination of Master Tenant Security Agreement</u></p> <p>i. <u>92225-i</u> <u>Copy of Recorded Master Tenant Assignment of Leases and Rents (HUD-92334-ORCF)</u></p> <p>j. <u>92225-j</u> <u>Draft Termination of Master Tenant Assignment of Leases and Rents</u></p> <p>k. <u>92225-k</u> <u>Copy of Recorded Master Lease Subordination [Non-Disturbance and Attornment] Agreement (HUD-92333-ORCF)</u></p> <p>l. <u>92225-l</u> <u>Draft Termination of Master Lease Subordination [Non-Disturbance and Attornment] Agreement</u></p> <p>m. <u>92225-m</u> <u>Copy of Recorded Healthcare Regulatory Agreement – Master Tenant</u></p> <p>n. <u>THIS LINE INTENTIONALLY LEFT BLANK</u></p> <p>o. <u>92225-o</u> <u>Copy of Recorded Master Tenant UCC-1 Financing Statements (county and state)</u></p> <p>p. <u>92225-p</u> <u>Draft Termination of Master Tenant UCC-1 Financing Statements (county and state)</u></p> <p>q. <u>92225-q</u> <u>AR Lender confirmation that Master Lease Termination will not be considered a default under the AR loan documents</u></p>		
25a.	<p><u>Organizational Documents – Master Tenant (4)</u></p> <p>aa. <u>92225-aa</u> <u>Organizational Charts (current and proposed)</u></p> <p>bb. <u>92225-bb</u> <u>Organizational certification (including incumbency)</u></p> <p>cc. <u>92225-cc</u> <u>Formation documents, as amended</u></p> <p>dd. <u>92225-dd</u> <u>Governing documents, as amended</u></p> <p>ee. <u>92225-ee</u> <u>Authorizing resolution</u></p> <p>ff. <u>92225-ff</u> <u>Status certificates</u></p>		
25b.	<p><u>Organizational Documents –Master Tenant Principals (4)</u></p> <p>gg. <u>92225-gg</u> <u>Organizational Charts (current and proposed)</u></p> <p>hh. <u>92225-hh</u> <u>Organizational certification (including incumbency)</u></p> <p>ii. <u>92225-ii</u> <u>Formation documents, as amended</u></p> <p>jj. <u>92225-ji</u> <u>Governing documents, as amended</u></p> <p>kk. <u>92225-kk</u> <u>Authorizing resolution</u></p> <p>ll. <u>92225-ll</u> <u>Status certificates</u></p>		

No.	Item	Incl.	N/A
	<p><u>Accounts Receivable (AR) Financing Documents (4)</u></p> <p><i>Applicable for new AR Financing and Modification of AR Financing. If the project is also being removed from or added to a Master Lease, the Intercreditor must be amended to revise references to the Master Tenant/Master Lease.</i></p> <p>a. <u>92226-a</u> <u>Accounts Receivable Financing Certification (HUD-90020-ORCF)</u></p> <p>b. <u>92226-b</u> <u>Draft Intercreditor Agreement (Redlined Version) (HUD-92322-ORCF)</u></p> <p>c. <u>92226-c</u> <u>Cash flow chart, as attached to the Operator Security Agreement (HUD-92323-ORCF)</u></p> <p>d. <u>92226-d</u> <u>AR Loan Agreement, as amended, including all exhibits, schedules, addenda, riders and allonges</u></p> <p>e. <u>92226-e</u> <u>AR Loan Note(s)</u></p> <p>f. <u>92226-f</u> <u>All security agreements, UCC financing statements, deposit control agreements, lockbox agreements and/or blocked account agreements in favor of the AR Lender</u></p> <p>g. <u>92226-g</u> <u>All guaranties, pledges and/or other side agreements in favor of the AR Lender</u></p> <p>h. <u>92226-h</u> <u>Accounts Receivable Financing Terms Memo (optional supplement)</u></p>		
26a.	<p><u>Accounts Receivable (AR) Modification Documents (4)</u></p> <p><i>Applicable to Modification of AR Financing.</i></p> <p>aa. <u>92226-aa</u> <u>Lender Narrative for AR Modification</u></p> <p>bb. <u>92226-bb</u> <u>Cover Letter</u></p> <p>cc. <u>92226-cc</u> <u>Facilities on AR Line</u></p> <p>dd. <u>92226-dd</u> <u>UCC Searches for Operator</u></p> <p>ee. <u>92226-ee</u> <u>Covenant Compliance Statement from AR Lender</u></p>		
27.	<p><u>Secondary Financing Documents (as applicable) (1)</u></p> <p>a. <u>92227-a</u> <u>Secondary financing documents (as amended by HUD's Secondary Financing Rider if a private, non-governmental source is providing secured, secondary financing)</u></p> <p>b. <u>92227-b</u> <u>Promissory Note (s)</u></p> <p>c. <u>92227-c</u> <u>Residual Receipts Note (HUD 91710-ORCF) (to be submitted for each unsecured promissory note when Borrower is a non-profit entity)</u></p> <p>d. <u>92227-d</u> <u>Surplus Cash Note (HUD-92223-ORCF) (to be submitted for each unsecured promissory note when Borrower is a for-profit entity)</u></p> <p>e. <u>92227-e</u> <u>Subordination Agreement (HUD-92420-ORCF) (to be submitted if a governmental source is providing secured, secondary financing)</u></p>		
28.	<p><u>Commercial Space Leases (as applicable) (1)</u></p> <p>a. <u>92228-a</u> <u>Estoppel Certificate</u></p> <p>b. <u>92228-b</u> <u>Commercial Lease [OR] Assignment/Assumption of Commercial Lease</u></p> <p>c. <u>92228-c</u> <u>Subordination Agreement</u></p>		

No.	Item	Incl.	N/A
	<p><u>Previous Participation Certification for Borrower, Master Tenant, Operator, Management Agent, and all Controlling Participants (as applicable) (1,2,3*,4,5)</u>..... <i>See Housing Notice 2016-15 for additional guidance on the Previous Participation Certification. * Only if TIN is changing.</i></p> <p>a. 92229-a <u>THIS LINE INTENTIONALLY LEFT BLANK</u></p> <p>b. 92229-b <u>Active Partners Performance System (APPS) Submittal: Previous Participation Certification via the Active Partners Performance System (APPS). Include a copy of the signature pages in the application</u>..... {OR}</p> <p>c. 92229-c <u>Previous Participation Certification (HUD-90021-ORCF)</u>..... {OR}</p> <p>d. 92229-d <u>Completed Consolidated Certifications are being submitted under tab 44</u>.....</p>		
11	92230-a <u>THIS LINE INTENTIONALLY LEFT BLANK</u>		
	92231-a <u>THIS LINE INTENTIONALLY LEFT BLANK</u>		
	92232-a <u>THIS LINE INTENTIONALLY LEFT BLANK</u>		
	92233-a <u>THIS LINE INTENTIONALLY LEFT BLANK</u>		
	<p><u>Credit reports for New Borrower and Principals (or new principals of an existing Borrower) (1,2)</u></p> <p>a. 92234-a <u>New Borrower</u>.....</p> <p>b. 92234-b <u>Principal of Borrower If a principal is a business entity (i.e., corporation, partnership) with an operating history, a credit report is required only on the business firm, not the owners of the firm.</u>.....</p> <p>c. 92234-c <u>Sampling of Principal’s Other Business Concerns (Credit reports from 10% of the entities listed on the attached Consolidated Certification)</u>.....</p>		
	<p><u>Organizational Documents – New Operator (as applicable) (4)</u>..... <i>For trusts, submit the Trust Agreement and the Certification or Affidavit of Trust</i></p> <p>a. 92235-a <u>Organizational Charts (current and proposed)</u>.....</p> <p>b. 92235-b <u>Organizational certification (including incumbency)</u>.....</p> <p>c. 92235-c <u>Formation documents, as amended</u>.....</p> <p>d. 92235-d <u>Governing documents, as amended</u>.....</p> <p>e. 92235-e <u>Authorizing resolution</u>.....</p> <p>f. 92235-f <u>Status certificates</u>.....</p>		
	<p><u>Organizational Documents – New Parent of the Operator (as applicable) (4)</u>..... <i>For trusts, submit the Trust Agreement and the Certification or Affidavit of Trust</i></p> <p>a. 92236-a <u>Organizational Charts (current and proposed)</u>.....</p> <p>b. 92236-b <u>Organizational certification (including incumbency)</u>.....</p>		

No.	Item	Incl.	N/A
	<p>c. 92236-c Formation documents, as amended</p> <p>d. 92236-d Governing documents, as amended</p> <p>e. 92236-e Authorizing resolution</p> <p>f. 92236-f Status certificates</p>		
	<p>92237-a Draft Operator's Regulatory Agreement (HUD-92466A-ORCF) (4)</p> <p><i>If the project is also being removed from or added to a Master Lease, the existing Operator's Regulatory Agreement, if dated prior to June 2019, must be amended to revise all references to the Master Tenant/Lease.</i></p>		
	<p>THIS LINE INTENTIONALLY LEFT BLANK</p>		
	<p>Credit reports for New Operator Entity and New Parent of the Operator (as applicable) (4)</p> <p>a. 92239-a Credit reports for New Operator Entity and New Parent of the Operator.</p> <p>b. 92239-b Sampling of Other Business Concerns of New Operator (Credit reports from 10% of the entities listed on the attached Consolidated Certification)</p> <p>c. 92239-c Sampling of Other Business Concerns of New Parent of the Operator (Credit reports from 10% of the entities listed on the attached Consolidated Certification)</p>		
	<p>92240-a Sources and uses of funds statement (1)</p>		
	<p>92241-a Pro forma balance sheet of New Borrower (1)</p>		
	<p>92242-a Lender's statement of escrow and reserve accounts (1)</p>		
	<p>92243-a Project Capital Needs Assessment (PCNA) (1,2)</p> <p><i>Provide if 10 years or more since last PCNA.</i></p>		
	<p>92244-a Consolidated Certifications (HUD-90013-ORCF through HUD-90017-ORCF) (as applicable) (1,2,3*,4,5)</p> <p><i>Please include overall star ratings for every facility listed and any star rating category two (2) or below. * Only if TIN is changing.</i></p>		
	<p>92245-a THIS LINE INTENTIONALLY LEFT BLANK</p>		
	<p>92246-a THIS LINE INTENTIONALLY LEFT BLANK</p>		
	<p>92247-a THIS LINE INTENTIONALLY LEFT BLANK</p>		
	<p>Management Agent Documents (5)</p> <p>a. 92248-a Management Agent Certification (HUD-9839-ORCF)</p> <p>b. 92248-b INTENTIONALLY LEFT BLANK</p> <p>c. 92248-c Management Agent Agreement</p> <p>d. 92248-d Management Agreement Addendum (HUD-92071-ORCF)</p>		
	<p>Financial Detail of Existing Operator (4)</p> <p>a. 92249-a Aging of Accounts Receivable</p> <p>b. 92249-b Aging of Accounts Payable</p>		
	<p>92250-a Evidence that the Affirmative Fair Housing Marketing Plan (AFHMP) has been reviewed and is current (HUD-935.2D-ORCF) (1,2,3,4)</p> <p><i>Applicable if AFHMP was required during the firm application process of the existing loan</i></p>		

<u>No.</u>	<u>Item</u>	<u>Incl.</u>	<u>N/A</u>
	<i>Please note HUD requires a Borrower to review a project's AFHMP every five (5) years for projects where AFHMP was required during the firm application process of the existing loan.</i>		
	92251-a <u>State Regulatory Agency/Centers for Medicare & Medicaid Services (CMS) (4)</u> <i>Please provide statement listing any unresolved issues with state regulatory agency/CMS for all HUD-insured and non-insured facilities operated by incoming Controlling Participants (entities or individuals).</i>		
51a.	92251-aa <u>Redlined Escrow Agreement for Debt Service Reserve (HUD-92476C-ORCF) (1,4)</u> <i>ORCF may require if property is not performing financially or if there are issues with quality of care.</i>		

Final Approval Process

The applicant must provide the following items for final approval:

<u>No.</u>	<u>Item</u>	<u>Incl.</u>	<u>N/A</u>
	92252-a <u>Recorded Assumption of Security Instrument (1)</u> <i>As applicable, if New Borrower is assuming the Security Instrument.</i>		
	92253-a <u>THIS LINE INTENTIONALLY LEFT BLANK</u>		
	<u>Recorded Regulatory Agreements</u> a. 92254-a <u>Recorded Operator's Regulatory Agreement HUD-92466A-ORCF (4)</u> b. 92254-b <u>Recorded Assumption of Existing Borrower Regulatory Agreement [or] New Borrower Regulatory Agreement (HUD-92466-ORCF) (1)</u>		
	<u>Executed Operating Lease (or Sublease) (1,4)</u> a. 92255-a <u>Estoppel Certificate (HUD-91117-ORCF)</u> b. 92255-b <u>Operating Lease with attached Addendum to Operating Lease (HUD-91116-ORCF)</u> c. 92255-c <u>Recorded Memorandum of Operating Lease</u> d. 92255-d <u>Recorded Subordination (Non-Disturbance and Attornment) Agreement (HUD-91110-ORCF)</u>		
	92256-a <u>Copy of License with Name of New Operator Entity (1,3,4,5)</u>		
	<u>Executed New Master Lease (1,4)</u> <i>As applicable, for transactions that require a new master lease to include the subject project.</i> a. <u>THIS LINE INTENTIONALLY LEFT BLANK</u> b. 92257-b <u>Executed Master Lease, with attached Master Lease Addendum (HUD-92211-ORCF)</u> c. 92257-c <u>Executed Cross-Default Guaranty of Subtenants (HUD-92331-ORCF)</u> d. 92257-d <u>Recorded Master Lease Subordination [, Non-Disturbance and Attornment] Agreement (HUD-92333-ORCF)</u> e. <u>THIS LINE INTENTIONALLY LEFT BLANK</u>		

No.	Item	Incl.	N/A
	<p>f. 92257-f Recorded Healthcare Regulatory Agreement – Master Tenant (HUD-92337-ORCF)</p> <p>g. 92257-g Executed Master Tenant Estoppel Certificate (HUD-92339-ORCF)</p> <p>h. 92257-h Executed Master Tenant Security Agreement (HUD-92340-ORCF)</p> <p>i. 92257-i Recorded Master Tenant Assignment of Leases and Rents (HUD-92334-ORCF)</p> <p>j. 92257-j Recorded Memorandum of Master Lease</p> <p>k. 92257-k Recorded UCC Financing Statement (County)</p> <p>l. 92257-l Filed UCC Financing Statement (State)</p>		
	<p>Executed Master Lease Release Documents (1,4)</p> <p><i>As applicable, for transactions that result in the subject project being removed from an existing Master Lease, if that Master Lease will continue to exist after this project's departure.</i></p> <p>a. 92258-a Executed Amendment to HUD Master Lease (HUD-92342-ORCF)</p> <p>b. 92258-b Executed Amendment to Cross-Default Guaranty of Subtenants (HUD-92341-ORCF)</p> <p>c. 92258-c Recorded Termination of Memorandum of Master Lease</p> <p>d. 92258-d Executed Termination of Master Tenant Security Agreement</p> <p>e. 92258-e Recorded Termination of Master Tenant Assignment of Leases and Rents</p> <p>f. 92258-f Recorded Termination of Master Lease Subordination [, Non-Disturbance and Attornment] Agreement</p> <p>g. THIS LINE INTENTIONALLY LEFT BLANK</p> <p>h. 92258-h Recorded Termination of Master Tenant UCC-1 Financing Statements</p> <p>i. 92258-i Executed Master Tenant Estoppel Certificate (HUD-92339-ORCF)</p>		
	<p>Modification of Existing Master Lease (1,4)</p> <p><i>As applicable, for transactions that result in the subject project being added to a previously approved master lease [OR] for transactions with a change in the operator/subtenant for a project subject to an existing master lease.</i></p> <p>a. 92259-a Organizational Chart of Master Tenant</p> <p>b. 92259-b Executed Master Tenant Estoppel Certificate with attached existing Master Lease (HUD-92339-ORCF)</p> <p>c. 92259-c HUD Master Lease Addendum (HUD-92211-ORCF)</p> <p>d. 92259-d Executed Joinder to Existing Master Lease</p> <p>e. 92259-e Existing Cross-Default Guaranty of Subtenants (HUD-92331-ORCF)</p> <p>f. 92259-f Executed Amendment/Joinder to Cross-Default Guaranty of Subtenants</p> <p>g. 92259-g Recorded Memorandum of Master Lease</p> <p>h. 92259-h Recorded Healthcare Regulatory Agreement – Master Tenant and/or Amendment thereto (HUD-92337-ORCF)</p> <p>i. 92259-i Executed Master Tenant Security Agreement or Amendment thereto (HUD-92340-ORCF)</p>		

No.	Item	Incl.	N/A
	<p>j. 92259-j Recorded Master Tenant Assignment of Leases and Rents (HUD-92334-ORCF)</p> <p>k. 92259-k Recorded Master Tenant UCC-1 Financing Statements (County and State)</p> <p>l. 92259-l Recorded Master Lease Subordination [, Non-Disturbance and Attornment] Agreement or Amendment thereto (HUD-92333-ORCF)</p> <p>m. THIS LINE INTENTIONALLY LEFT BLANK</p>		
	<p>Master Lease Termination (1,4)</p> <p><i>As applicable, for transactions where the existing Master Lease is being terminated simultaneously with the CHOP.</i></p> <p>a. 92260-a Executed Amendment to HUD Master Lease (Partial Termination and Release) (HUD-92342-ORCF)</p> <p>b. 92260-b Recorded Termination of Memorandum of Master Lease</p> <p>c. 92260-c Executed Termination and Release of Cross Default Guaranty of Subtenants, Section 232 (HUD-92341-ORCF)</p> <p>d. 92260-d Executed Termination of Master Tenant Security Agreement</p> <p>e. 92260-e Executed Termination of Master Tenant Assignment of Leases and Rents</p> <p>f. 92260-f Recorded Termination of Master Lease Subordination [, Non-Disturbance and Attornment] Agreement</p> <p>g. THIS LINE INTENTIONALLY LEFT BLANK</p> <p>h. 92260-h Recorded Termination of Master Tenant UCC-1 Financing Statements (County and State)</p>		
60a.	<p>Executed Organizational Documents – Master Tenant (4)</p> <p>aa. 92260-aa Organizational Charts (<i>current and proposed</i>)</p> <p>bb. 92260-bb Organizational certification</p> <p>cc. 92260-cc Formation documents, as amended</p> <p>dd. 92260-dd Governing documents, as amended</p> <p>ee. 92260-ee Authorizing resolution</p> <p>ff. 92260-ff Status certificates</p>		
60b.	<p>Executed Organizational Documents – Master Tenant Principals (4)</p> <p>gg. 92260-gg Organizational Charts (<i>current and proposed</i>)</p> <p>hh. 92260-hh Organizational certification</p> <p>ii. 92260-ii Formation documents, as amended</p> <p>jj. 92260-ii Governing documents, as amended</p> <p>kk. 92260-kk Authorizing resolution</p> <p>ll. 92260-ll Status certificates</p>		
	<p>Executed Secondary Financing Documents (<i>as applicable</i>) (1)</p>		

No.	Item	Incl.	N/A
	<p>a. 92261-a Recorded Secondary financing documents <i>(as amended by HUD's Secondary Financing Rider if a private, non-governmental source is providing secured, secondary financing)</i></p> <p>b. 92261-b Promissory Note(s)</p> <p>c. 92261-c Residual Receipts Note (HUD 91710-ORCF) <i>(to be submitted for each unsecured promissory note when Borrower is a non-profit entity)</i></p> <p>d. 92261-d Surplus Cash Note (HUD-92223-ORCF) <i>(to be submitted for each unsecured promissory note when Borrower is a for-profit entity)</i></p> <p>e. 92261-e Recorded Subordination Agreement (HUD-92420-ORCF) <i>(to be submitted if a governmental source is providing secured, secondary financing)</i></p>		
	<p>92262-a Recorded Deed <i>(if applicable)</i> (1)</p>		
	<p>New Operator's Executed Security Agreement (1,4)</p> <p>a. 92263-a New Operator's Security Agreement</p> <p>b. 92263-b Recorded UCC Financing Statement (County)</p> <p>c. 92263-c Filed UCC Financing Statement (State)</p> <p>d. 92263-d Recorded Operator Assignment of Rents and Leases</p>		
	<p>Evidence of Title Insurance <i>(as applicable)</i> (1,3)</p> <p>a. 92264-a Date Down Title Endorsement [OR]</p> <p>b. 92264-b ALTA Loan Title Insurance Policy [AND]</p> <p>c. 92264-c Title Agent Letter of Authority</p>		
	<p>Executed Deposit Control Agreement(s) (4)</p> <p>a. 92265-a Deposit Account Control Agreement (DACA)</p> <p>b. 92265-b Deposit Account Instructions and Services Agreement (DAISA) <i>(if applicable)</i></p>		
	<p>Executed Accounts Receivable (AR) Financing Documents <i>(as applicable)</i> (4)</p> <p>a. 92266-a Accounts Receivable Financing Certification (HUD-90020-ORCF)</p> <p>b. 92266-b Executed Intercreditor Agreement (HUD-92322-ORCF)</p> <p>c. 92266-c Cash flow chart, as attached to the Operator Security Agreement (HUD-92323-ORCF)</p> <p>d. 92266-d AR Loan Agreement, as amended, including all exhibits, schedules, addenda, riders and allonges</p> <p>e. 92266-e AR Loan Note(s)</p> <p>f. 92266-f All security agreements, UCC financing statements, deposit control agreements, lockbox agreements and/or blocked account agreements in favor of the AR Lender</p> <p>g. 92266-g All guaranties, pledges and/or other side agreements in favor of the AR Lender</p>		

<u>No.</u>	<u>Item</u>	<u>Incl.</u>	<u>N/A</u>
	<p><u>Executed Attorney’s Opinion(s)</u>.....</p> <p>a. <u>THIS LINE INTENTIONALLY LEFT BLANK</u></p> <p>b. <u>92267-b</u> <u>Opinion of Borrower’s Counsel (HUD-91725-ORCF) (1)</u>.....</p> <p>c. <u>92267-c</u> <u>Opinion of Operator’s Counsel (HUD-92325-ORCF) (4)</u>.....</p> <p>d. <u>92267-d</u> <u>Opinion of Master Tenant’s Counsel (HUD-92335-ORCF) (4)</u>.....</p> <p>e. <u>92267-e</u> <u>Attorney Certification on Execution and Recordation (1,2,3,4,5)</u>.....</p>		
	<p><u>92268-a</u> <u>Executed Bill of Sale and Assignment (HUD-92228-ORCF) (1,2)</u>.....</p>		
	<p><u>Final Organizational Documents – Borrower (1,2,3)</u></p> <p>a. <u>92269-a</u> <u>Organizational Charts (current and proposed)</u></p> <p>b. <u>92269-b</u> <u>Organizational certification</u></p> <p>c. <u>92269-c</u> <u>Formation documents, as amended</u></p> <p>d. <u>92269-d</u> <u>Governing documents, as amended</u></p> <p>e. <u>92269-e</u> <u>Authorizing resolution</u></p> <p>f. <u>92269-f</u> <u>Status certificates</u></p> <p><u>Principal of Borrower’s Organizational Documents (2)</u>.....</p> <p><i><u>Provide for any entity in Borrower’s signature block. For trusts, submit the Trust Agreement and the Certification or Affidavit of Trust</u></i></p> <p>aa. <u>92269-aa</u> <u>Organizational Charts (current and proposed)</u></p> <p>bb. <u>92269-bb</u> <u>Organizational certification</u></p> <p>cc. <u>92269-cc</u> <u>Formation documents, as amended</u></p> <p>dd. <u>92269-dd</u> <u>Governing documents, as amended</u></p> <p>ee. <u>92269-ee</u> <u>Authorizing resolution</u></p> <p>ff. <u>92269-ff</u> <u>Status certificates</u></p>		
	<p><u>Executed Organizational Documents – New Operator (as applicable) (4)</u></p> <p><i><u>For trusts, submit the Trust Agreement and the Certification or Affidavit of Trust</u></i></p> <p>a. <u>92270-a</u> <u>Organizational Charts (current and proposed)</u></p> <p>b. <u>92270-b</u> <u>Organizational certification</u></p> <p>c. <u>92270-c</u> <u>Formation documents, as amended</u></p> <p>d. <u>92270-d</u> <u>Governing documents, as amended</u></p> <p>e. <u>92270-e</u> <u>Authorizing resolution</u></p> <p>f. <u>92270-f</u> <u>Status certificates</u></p>		
	<p><u>Executed Organizational Documents – New Parent of the Operator (as applicable) (4)</u></p> <p><i><u>For trusts, submit the Trust Agreement and the Certification or Affidavit of Trust</u></i></p> <p>a. <u>92271-a</u> <u>Organizational Charts (current and proposed)</u></p> <p>b. <u>92271-b</u> <u>Organizational certification</u></p> <p>c. <u>92271-c</u> <u>Formation documents, as amended</u></p> <p>d. <u>92271-d</u> <u>Governing documents, as amended</u></p> <p>e. <u>92271-e</u> <u>Authorizing resolution</u></p>		

<u>No.</u>	<u>Item</u>	<u>Incl.</u>	<u>N/A</u>
	f. 92271-f <u>Status certificates</u>		
	<u>THIS LINE INTENTIONALLY LEFT BLANK</u>		
	<u>Executed Management Agent Documents (5)</u> a. <u>THIS LINE INTENTIONALLY LEFT BLANK</u> b. 92273-b <u>Consolidated Certification – Management Agent (HUD-90017-ORCF)</u> . c. 92273-c <u>Management Agent Agreement</u>		
	<u>Executed Commercial Space Lease (1)</u>		
	a. 92274-a <u>Estoppel Certificate</u> b. 92274-b <u>Commercial Lease [OR] Assignment and Assumption of Commercial Lease</u> c. 92274-c <u>Subordination Agreement</u>		
	92275-a <u>Executed Escrow Agreement for Debt Service Reserve, (HUD-92476C-ORCF)</u> <u>(if applicable) (1,4)</u> <i>ORCF may require if property is not performing financially or if there are issues with quality of care.</i>		

Schedule 2.01(a) to Asset Purchase Agreement

DESCRIPTION OF REAL PROPERTY

[To be inserted.]

Schedule 2.01(dg) to Asset Purchase Agreement

CONTRACTS

INTELLECTUAL PROPERTY

[To be inserted.]

Schedule ~~2.01~~2.02(fb) to Asset Purchase Agreement

PREPAID EXPENSES AND CREDITS

INTELLECTUAL PROPERTY

[To be inserted.]

Schedule 2.02(d) to Asset Purchase Agreement

DEPOSIT ACCOUNTS

Schedule 2.03(d) to Asset Purchase Agreement

LIABILITIES

Schedule 2.07 to Asset Purchase Agreement

ALLOCATION

Schedule ~~4.024.05~~ to Asset Purchase Agreement

~~CONTRACT VIOLATIONS~~MATERIAL CONTRACTS

[To be inserted.]

Schedule 4.07 to Asset Purchase Agreement

PERMITS AND REGULATORY APPROVALS

[To be inserted.]

Schedule 4.08 to Asset Purchase Agreement

LITIGATION PROCEEDINGS

[To be inserted.]

Schedule ~~4.10(b)~~4.11 to Asset Purchase Agreement

GOVERNMENTAL NOTICES EMPLOYEE RELATIONS

[To be inserted.]

Schedule 4.12 to Asset Purchase Agreement

EMPLOYEES**INSURANCE POLICIES**

Schedule ~~6.014.15~~ to Asset Purchase Agreement

REGULATORY APPROVALSRESIDENCY AGREEMENTS

Schedule ~~6.026.05~~ to Asset Purchase Agreement

~~THIRD-PARTY CONSENTS~~

ASSUMED CONTRACTS AND REJECTED CONTRACTS

Schedule ~~7.01~~8.01(eg) to Asset Purchase Agreement

MATERIAL CONSENTS EMPLOYEE BENEFIT PLANS

Summary report:	
Litera Compare for Word 11.4.0.111 Document comparison done on 10/9/2024 5:04:47 PM	
Style name: Underline Strikethrough	
Intelligent Table Comparison: Active	
Original filename: C:\Users\soulson\OneDrive - Dentons\Desktop\KMJ Redlines\Christian Horizons - Form of Asset Purchase Agreement - Section 363 Bid(127219192.9).docx	
Modified filename: C:\Users\soulson\OneDrive - Dentons\Desktop\KMJ Redlines\Christian Horizons - BEH Group Asset Purchase Agreement - Section 363 Bid(127883878.7).docx	
Changes:	
<u>Add</u>	235
Delete	170
Move From	1
<u>Move To</u>	1
<u>Table Insert</u>	7
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	414

EXHIBIT D-1

Iowa/Missouri Stalking Horse APA

ASSET PURCHASE AGREEMENT

by and among

Risen Son Christian Village and Spring River Christian Village, Inc.,
each, as a Seller, and collectively, Sellers

And

Ocean Healthcare Services, LLC, as Real Estate Buyer, and
Erez Senior Living, LLC as Operations Buyer , and collectively, Buyer

dated as of October 8, 2024

EXHIBITS LIST

Exhibit 3.02(a) - Bill Of Sale Of Personal Property

Exhibit 3.02(b) - Assignment and Assumption Agreement

Exhibit 3.02(c) - Form of Quit Claim Deed

Exhibit 7.01(b) – Form of Sale Order

DISCLOSURE SCHEDULES

Schedule 1 to Asset Purchase Agreement – Facilities to be Purchased

Schedule 2.01(a) to Asset Purchase Agreement - Description Of Real Property

Schedule 2.01(g) to Asset Purchase Agreement – Intellectual Property

Schedule 2.02(b) to Asset Purchase Agreement – Prepaid Expenses and Credits Related to Assumed Liabilities

Schedule 2.02(d) to Asset Purchase Agreement – Deposit Accounts

Schedule 2.03(d) to Asset Purchase Agreement – Liabilities

Schedule 2.07 to Asset Purchase Agreement – Allocation

Schedule 4.05 to Asset Purchase Agreement – Material Contracts

Schedule 4.07 to Asset Purchase Agreement – Permits and Regulatory Approvals

Schedule 4.08 to Asset Purchase Agreement – Litigation Proceedings

Schedule 4.11 to Asset Purchase Agreement – Employee Relations

Schedule 4.12 to Asset Purchase Agreement – Insurance Policies

Schedule 4.22 to Asset Purchase Agreement – Cost Reports

Schedule 4.23 to Asset Purchase Agreement – Licensed Beds

Schedule 4.24 to Asset Purchase Agreement – Medicare and Medicaid

Schedule 6.05(d) to Asset Purchase Agreement – Assumed Contracts and Rejected Contracts

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this “*Agreement*”) is made and entered into effective as of October 8, 2024 (the “*Execution Date*”) by and among the undersigned seller entities (individually a “*Seller*” and collectively, the Sellers) and Ocean Healthcare Services, a[n] NJ LLC (“*Real Estate Buyer*”) on behalf of entity to be formed, and Erez Senior Living, LLC, a Iowa LLC (“*Operations Buyer*”) on behalf of entity to be formed (collectively herein referred to as Buyer). Buyer and Seller are sometimes referred to herein individually as a “*Party*” and collectively as the “*Parties*.”

RECITALS:

A. Each Seller owns and operates a senior living community or other business as set forth on **Schedule 1** hereto (individually, a “*Facility*” and collectively, the “*Facilities*”).

B. On July 16, 2024 (the “*Petition Date*”), the Sellers and certain of their Affiliates each filed a voluntary petition for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.* (the “*Bankruptcy Code*”) in the United States Bankruptcy Court for the Eastern District of Missouri (the “*Bankruptcy Court*”), commencing jointly administered bankruptcy cases captioned *In re Midwest Christian Villages, Inc., et al.*, under lead case number 24-42473-659 (the “*Bankruptcy Case*”).

C. The Sellers and their co-debtor Affiliates in the Bankruptcy Case continue to own and operate the Facilities during the pendency of the Bankruptcy Case as debtors in possession under and pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

D. Upon the terms and subject to the conditions set forth in this Agreement, and as may be authorized under Sections 105, 363 and 365 of the Bankruptcy Code, each Seller wishes to sell to Buyer, and Buyer wishes to purchase from the Sellers all of the Purchased Assets (as hereinafter defined), and Buyer is willing to assume all of the Assumed Liabilities (as hereinafter defined), relating to or used in connection with the Facilities. Notwithstanding anything contained herein, Buyer shall assign Purchased Assets and Assumed Liabilities to one of the purchasing entities before closing. Determination of which Purchased Assets and which Assumed Liabilities are to be assigned to Real Estate Buyer and which to Operations Buyer are to be delineated in a schedule by Buyer before closing.

E. The transactions contemplated by this Agreement are subject to the approval of the Bankruptcy Court and will be consummated pursuant to and in accordance with the Bid and Sale Procedures Order and a Sale Order (each as defined below) entered by the Bankruptcy Court pursuant to Sections 105(a), 363, 365 and other applicable provisions of the Bankruptcy Code.

F. In connection with this Agreement, Seller and Operations Buyer shall enter into an Operations Transfer Agreement (the “*OTA*”), which shall set forth further terms for the transition of the operations of the Facilities to Operations Buyer.

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

ARTICLE I DEFINITIONS

Unless the context otherwise clearly and unambiguously requires, capitalized terms shall have the meanings prescribed to them herein.

"Accrued PTO" shall have the meaning set forth in Section 8.01(c).

"Action" means any claim, action, cause of action, demand, lawsuit, arbitration, notice of violation, proceeding, litigation, citations, summons or subpoena, whether civil, criminal, administrative, regulatory, or otherwise, and whether at law or in equity.

"Affiliate" means, as to the entity in question, any entity that directly or indirectly controls, is controlled by or is under common control with, the entity in question and the term "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity whether through ownership of voting securities, by contract or otherwise.

"Alternative Transaction" shall have the meaning set forth in Section 9.01(a).

"Assignment and Assumption Agreements" shall have the meaning set forth in Section 3.02(b).

"Assumed Contracts" shall have the meaning set forth in Section 6.05(d)(i).

"Assumed Liabilities" shall have the meaning set forth in Section 2.03.

"Bankruptcy Case" shall have the meaning set forth in the Recitals.

"Bankruptcy Code" shall have the meaning set forth in the Recitals.

"Bankruptcy Court" shall have the meaning set forth in the Recitals.

"Bankruptcy Rules" means the Bankruptcy Rules of Civil Procedure and any local or other rules that applicable to the Bankruptcy Court.

"Bid and Sale Procedures" has the meaning specified in the Bid and Sale Procedures Order.

"Bid and Sale Procedures Order" means the Order of the Bankruptcy Court (including all schedules thereto) approving the Bid and Sale Procedures entered on July 29, 2024 [Dkt. No. 102], including those procedures granting Buyer the protections and benefits set forth in such Order.

"Bills of Sale" shall have the meaning set forth in Section 3.02(a) hereof and substantially in the form set forth in Exhibit 3.02(a) hereto.

“**Bond Trustee**” means UMB Bank, N.A., not individually, but solely in its capacities as successor master trustee and successor bond trustee with respect to certain obligations and bonds issued by or for the benefit of certain of the Sellers and/or their Affiliates that are members of the Obligated Group formed under and pursuant to that certain Master Indenture, dated as of June 1, 2007 (as amended or supplemented from time to time), among such Obligated Group and UMB Bank, N.A., as successor master trustee.

“**Break-Up Fee**” shall have the meaning set forth in Section 9.01(a)(iv).

“**Business**” means Seller’s use and operation of the Purchased Assets at the applicable Facility as a senior living community [or as applicable, a pharmacy].

“**Business Day**” means any day except Saturday, Sunday or any other day on which commercial banks located in New York, New York or St. Louis, Missouri are authorized or required by Law to be closed for business.

“**Buyer**” shall have the meaning set forth in the Preamble.

“**Buyer Closing Certificate**” shall have the meaning set forth in Section 3.02(d).

“**Casualty Loss**” shall have the meaning set forth in Section 6.08.

“**Casualty Notice**” shall have the meaning set forth in Section 6.08.

“**Claims**” means, with respect to the period prior to the Closing Date, any right to payment from Sellers, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, legal, equitable, secured or unsecured, known or unknown; or any right to an equitable remedy for breach of performance if such breach gives rise to a right of payment from Sellers, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

“**Closing**” shall have the meaning set forth in Section 3.01.

“**Closing Date**” shall have the meaning set forth in Section 3.01.

“**Closing Statement**” shall have the meaning set forth in Section 3.02(g).

“**Conditions Satisfaction Deadline**” shall have the meaning set forth in Section 9.01(a).

“**Consents**” shall have the meaning set forth in Section 6.02.

“**Contracts**” means all contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments, and legally binding arrangements, whether written or oral.

“**Cure Amount**” means the amount determined in an order of the Bankruptcy Court required to be paid to have an Assumed Contract that the Buyer wants assumed and assigned to it which Cure Amount shall be paid by Buyer.

“**Deeds**” shall have the meaning set forth in Section 3.02(c).

“**Deposit Accounts**” shall have the meaning set forth in Section 2.02(d).

“**Dollars**” or “**\$**” means the lawful currency of the United States of America.

“**Due Diligence Materials**” shall have the meaning set forth in Section 5.07.

“**Effective Time**” shall have the meaning set forth in Section 3.01.

“**Encumbrances**” shall mean all security interests, liens, pledges, claims, charges, encumbrances, rights of first refusal, conditional sales agreements, options, mortgages, indentures or other covenants, agreements or obligations affecting title to any of the Purchased Assets (except, in the case of the Real Property, those matters (i) of public record that do not constitute mortgages, deeds of trust or other monetary liens for liquidated amounts, (ii) disclosed on any survey delivered by Seller to Buyer, or (iii) constituting rights of way, easements and other grants or restrictions that do not interfere with use of the Facility for its intended purpose).

“**Environmental Claim**” means any Action, governmental Order, lien, fine, penalty, or, as to each, any settlement or judgment arising therefrom, by or from any Person alleging liability of whatever kind or nature (including liability or responsibility for the costs of enforcement proceedings, investigations, cleanup, governmental response, removal or remediation, natural resources damages, property damages, personal injuries, medical monitoring, penalties, contribution, indemnification and injunctive relief) arising out of, based on or resulting from (a) the presence, release of or exposure to any Hazardous Materials or (b) any actual or alleged non-compliance with any Environmental Law.

“**Environmental Law**” means any applicable Law: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials. The term “Environmental Law” includes, without limitation, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 *et seq.*; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 *et seq.*; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 *et seq.*; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 *et seq.*; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 *et seq.*; the Clean Air Act of 1966, as amended

by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 *et seq.*; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 *et seq.*

“**Escrow Agent**” means Chicago Title and Trust.

“**Escrow Deposit**” shall have the meaning set forth in Section 2.06(a).

“**Escrow Deposit Agreement**” shall have the meaning set forth in Section 2.06(a).

“**Excluded Assets**” shall have the meaning set forth in Section 2.02.

“**Excluded Liabilities**” shall have the meaning set forth in Section 2.04.

“**Execution Date**” shall have the meaning set forth in the preamble.

“**Facility**” and “**Facilities**” shall have the meanings set forth in the Recitals.

“**Facility Employees**” shall have the meaning set forth in Section 4.11.

“**Final Order**” means an Order or judgment: (i) as to which the time to appeal, petition for certiorari or move for review or rehearing has expired and as to which no appeal, petition for certiorari or other proceeding for review or rehearing is pending, or such an appeal has been rendered statutorily moot pursuant to Section 363(m) of the Bankruptcy Code or (ii) if an appeal, writ of certiorari, reargument or rehearing has been filed or sought, and a stay pending appeal has been entered, the Order or judgment has been affirmed by the highest court to which such Order or judgment was appealed or certiorari has been denied, or reargument or rehearing shall have been denied or resulted in no modification of such Order or judgment, and the time to take any further appeal or to seek certiorari or further reargument or rehearing has expired; provided that the theoretical possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such Order or judgment shall not prevent such Order or judgment from being considered a Final Order.

“**Financial Statements**” shall have the meaning set forth in Section 4.13.

“**Government Entity**” means any government or branch or division thereof, including any agency, bureau, board, directorate, commission, court, department, official, political subdivision, tribunal or other instrumentality of any government, whether federal, state or local.

“**Hired Employees**” shall have the meaning set forth in Section 8.01(b).

“**Insurance Policies**” shall have the meaning set forth in Section 4.12.

“**Intangible Personal Property**” shall have the meaning set forth in Section 2.01(b).

“**Intellectual Property Assets**” means all intellectual property and intellectual property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise

of, any of the foregoing, however arising, pursuant to the Laws of any jurisdiction throughout the world, whether registered or unregistered, including without limitation the items listed in Schedule 2.01(g).

“**Internal Revenue Code**” means the Internal Revenue Code of 1986, as amended.

“**Inventory**” shall have the meaning set forth in Section 2.01(c).

“**IRS**” means the Internal Revenue Service.

“**IT Assets**” means, to the extent reasonably transferable, (i) computer software code (in all media) and materials, including all software programs; (ii) computer software documentation, including user materials; and (iii) all other unused or reusable materials, stores, and supplies related to computer software.

“**Knowledge of Buyer**” or “**Buyer’s Knowledge**” or any other similar knowledge qualification, means the actual knowledge of Eli Blech and Dovid Glenn.

“**Knowledge of Sellers**” or “**Sellers’ Knowledge**” or any other similar knowledge qualification, means the actual knowledge of Kate Bertram, Barb Shepard, Kenna Hudson and Shawn O’Conner.

“**Law**” means any statute, law, ordinance, regulation, rule, code, Order, constitution, treaty, common law, judgment, decree, other requirement, or rule of law of any governmental authority.

“**Liabilities**” means liabilities, obligations, or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute, or contingent, accrued or unaccrued, matured or unmatured or otherwise.

“**Licenses**” shall have the meaning set forth in Section 2.01(e).

“**Lien**” means any lien, charge, claim, pledge, security interest, conditional sale agreement or other title retention agreement, lease, mortgage, security interest, option, or other encumbrance.

“**Loss**” or “**Losses**” means losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees hereunder and the cost of pursuing any insurance providers; provided, however, that “**Losses**” shall not include punitive damages, except in the case of fraud or to the extent actually awarded to a governmental authority or other third party.

“**Material Consents**” shall have the meaning set forth in Section 7.01(c).

“**Material Contracts**” shall have the meaning set forth in Section 4.05.

“**Order**” means, with respect to any Person, any award, decision, injunction, judgment, stipulation, order, ruling, subpoena, writ, decree, consent decree or verdict entered, issued, made, or rendered by any government entity or the Bankruptcy Court affecting such Person or any of its properties.

“**Outside Closing Date**” means December 31, 2024, unless extended by mutual agreement of the Buyer and the Sellers.

“**Permitted Encumbrances**” means (i) Liens for Taxes not yet due and payable, (ii) easements, rights of way, zoning ordinances and other similar encumbrances affecting the Real Property which (x) are not, individually or in the aggregate, material to the Purchased Assets or the Business(es), (y) do not prohibit or interfere with the current operation of the Business(es), and (z) do not render title to any Real Property unmarketable, and (iii) any matters set out in a Title Insurance Commitment which Sellers are not obligated to remove in accordance with Section 2.10 hereof.

“**Permits and Regulatory Approvals**” means all permits, licenses, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from governmental authorities, all as identified in Schedule 4.07(a).

“**Person**” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

“**Petition Date**” shall have the meaning set forth in the Recitals.

“**Proration Time**” means 12:01 a.m. (Central Time) on the Closing Date.

“**Purchase Price**” shall have the meaning set forth in Section 2.05.

“**Purchase Price Allocation**” shall have the meaning set forth in Section 2.07.

“**Purchase Price Balance**” shall have the meaning set forth in Section 2.06(b).

“**Purchased Assets**” shall have the meaning set forth in Section 2.01. Purchased Assets shall not include Excluded Assets.

“**Real Property**” shall have the meaning set forth in Section 2.01(a).

“**Rejected Contracts**” shall have the meaning set forth in Section 6.09(d)

“**Sale**” means the sale of the Purchased Assets in accordance with the Bid and Sale Procedures Order and subject to entry of the Sale Order as a Final Order.

“**Sale Hearing**” shall have the meaning given to such term in the Bid and Sale Procedures Order.

“**Sale Motion**” means the Debtors’ Motion for the Entry of (A) an Order (1) Approving Auction Sale Format and Bidding Procedures, (2) Approving Process for Discretionary Selection of Stalking Horse Bidder and Bid Protections, (3) Approving Form of Notice to be Provided to Interested Parties, (4) Schedule a Court Hearing to Consider Approval of the Sale to the Highest and Best Bidder, and (5) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases, and (B) an Order Authorizing the Sale of Property Free and Clear of All Claims, Liens and Encumbrances [Dkt. No. 013].

“**Sale Order**” means the Order of the Bankruptcy Court issued pursuant to Sections 363 and 365 of the Bankruptcy Court, authorizing and approving, among other things: (i) the sale, transfer and assignment of the Purchased Assets and the Assumed Liabilities to Buyer in accordance with the terms and conditions of this Agreement, free and clear of all Liens, Claims and Encumbrances and (ii) the assumption and assignment of the Assumed Contracts in connection therewith and as a part thereof, in substantially the form attached hereto as Exhibit 7.01(b).

“**Seller**” and “**Sellers**” shall have the meanings set forth in the preamble.

“**Seller Closing Certificate**” shall have the meaning set forth in Section 3.02(d).

“**Survey**” shall have the meaning set forth in Section 2.10(a).

“**Tax**” or “**Taxes**” means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

“**Tangible Personal Property**” shall have the meaning set forth in Section 2.01(b).

“**Title Insurance Commitment**” shall have the meaning set forth in Section 2.10(a).

“**Title Defect**” shall have the meaning set forth in Section 2.10(b).

“**Title Objection**” shall have the meaning set forth in Section 2.10(b).

“**Title Objection Response Deadline**” shall have the meaning set forth in Section 2.10(b).

“**Transaction Documents**” means this Agreement, the Bills of Sale, the Assignment and Assumption Agreements, the Deeds[, any operations transition agreements], and the other agreements, instruments and documents required to be delivered at the Closing.

“**WARN Act**” means the federal Worker Adjustment and Retraining Notification Act of 1988, and similar state, local and foreign laws related to plant closings, relocations, mass layoffs and employment losses.

ARTICLE II SALE OF ASSETS

Section 2.01 Sale of Assets. Subject to the terms and conditions set forth in this Agreement and in the Sale Order, and subject to Bankruptcy Court approval and higher and better bids in accordance with the Bid and Sale Procedure Order and excepting the Excluded Assets, the applicable undersigned Seller hereby agrees

to sell, convey, assign, transfer and deliver to Buyer, and Buyer, as a good faith purchaser for value within the meaning of Section 363(m) of the Bankruptcy Code, shall purchase from each such Seller, all right, title and interest of each such Seller in, and to all of the following assets, free and clear of all Liens, Claims and Encumbrances (collectively, the “**Purchased Assets**”):

- (a) The land, building(s), improvements and other related real estate interests that comprise the Facility more specifically described on Schedule 2.01(a) (collectively, the “**Real Property**”);
- (b) Tangible personal property owned by such Seller and used in the operation of the Business, including all equipment, furniture, fixtures, and leasehold improvements, vehicles and computer hardware of such Seller (the “**Tangible Personal Property**”) and, to the extent assignable, intangible personal property related to the Businesses, including any warranties, zoning approvals and building permits (the “**Intangible Personal Property**”);
- (c) Inventory and supplies usable or saleable in the operation of the Business (the “**Inventory**”);
- (d) The Assumed Contracts listed on Schedule.6.05;
- (e) The Sellers’ National Provider Identified (NPI) numbers and other applicable provider numbers with any state or other governing body;
- (f) Licenses, permits, certifications, certificates of need, and accreditations held by Seller relating to the ownership, development and operation of the Business (including any applications and pending approvals), to the extent assignable (the “**Licenses**”);
- (g) Intellectual Property used in the operation of the Business, facilities and properties, including, but not limited to, the items listed on Schedule 2.01(g), to the extent assignable;
- (h) The IT Assets;
- (i) Paper and/or electronic resident records relating to Seller’s past and present residents of the Facility;
- (j) Manufacturers’ and vendors’ warranties relating to the Purchased Assets, to the extent transferable, and rights and claims that may be asserted by (but not against) Seller related to the Purchased Assets;
- (k) Equipment records, documents, catalogs, books, records, files, operating manuals, and other records relating to the Purchased Assets or the operation of the Facilities (but excepting any documents or records relating to Seller’s tax returns and Seller’s internal corporate affairs);
- (l) Goodwill associated with the Purchased Assets; and

- (m) The interest of Seller in all property of the foregoing types, arising or acquired by the applicable Seller in the ordinary course of the Business between the Execution Date and the Closing.

Section 2.02 Excluded Assets. Notwithstanding anything to the contrary set forth in Section 2.01 above, each Seller shall keep and retain title to and ownership of and shall not transfer, assign, convey or deliver to Buyer any asset not identified herein as a Purchased Asset, all of which shall remain the exclusive property of such Seller. Without limiting the generality of the foregoing, such non-Purchased Assets (collectively, the “*Excluded Assets*”) shall include, without limitation:

- (a) Cash and cash equivalents, including, without limitation, stocks, bonds, commercial paper, and other securities and investments;
- (b) All prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of setoff, rights of recoupment, deposits, charges, sums and fees (including any such item relating to the payment of Taxes) arising from the period prior to the Effective Time, except for any such amounts in connection with Assumed Liabilities identified on Schedule 2.02(b).
- (c) Accounts receivable and notes receivable generated in connection with the operation of the Business prior to the Effective Time, including, without limitation, intercompany receivables;
- (d) Bank accounts of Seller set forth on Schedule 2.02(d) (collectively, the “*Deposit Accounts*”) and any records relating thereto;
- (e) (i) original Tax, accounting and financial records which pertain exclusively to the Excluded Assets or the Excluded Liabilities including, but not limited to, accounts receivable records, tax returns and related records, litigation files and records, and cost report records, (ii) all corporate or limited liability organizational records of Seller, including all charter documents, stock ledgers, minute books and other corporate records of Seller, and (iii) such other files, books and records which pertain exclusively to the Excluded Assets or the Excluded Liabilities or to the formation, existence or capitalized of Sellers;
- (f) Software that is not freely transferable by the terms of any license agreement respecting the same;
- (g) Refunds of any taxes to the extent the same relate to periods prior to the Closing Date;
- (h) All prepaid utility deposits and other deposits and refunds which are owed to, escrowed by, or the property of Seller;
- (i) Without limiting the generality of the foregoing clause (g), any and all payments or rights to payment arising out of, or in connection with, Employee Retention Credits, the

Coronavirus Aid, Relief and Economic Security (CARES) Act, the Consolidated Appropriations Act of 2021 (CAA) or the American Rescue Plan Act (ARPA);

- (j) Any policies of insurance and/or interests in insurance pools and programs, and all claims made and rights to payment thereunder;
- (k) All Contracts other than Assumed Contracts and obligations thereunder;
- (l) Any benefit plans offered by Seller to Facility Employees or any assets relating thereto;
- (m) All cause or causes of action or claim or claims arising in connection with or relating to events that occurred prior to the Closing Date, and rights to recovery pursuant to all causes of actions and claims of Seller existing as of the Closing Date, but excluding any claim, causes of action, defense, setoff, or recoupment related to Assumed Contracts;
- (n) All work product, attorney-client and accountant-client privileged materials held or controlled by Seller;
- (o) Actions unrelated to the day-to-day operations of the Facility and all avoidance actions under Chapter 5 of the Bankruptcy Code;
- (p) All intercompany receivables; and
- (q) All rights accruing or to accrue to Sellers under this Agreement.

Section 2.03 Assumed Liabilities. As partial consideration for the transfer, assignment and delivery of the Purchased Assets to Buyer, and upon the terms and subject to the conditions set forth in this Agreement, Buyer shall assume, pay and perform the following liabilities and obligations of Seller (collectively, the “*Assumed Liabilities*”):

- (a) (i) The Cure Amounts and (ii), all Liabilities and obligations arising under the Assumed Contracts from and after the Effective Time;
- (b) All Liabilities arising from Accrued PTO and (ii) all Liabilities arising from and after the Effective Time, in each case for any Hired Employees;
- (c) Operations Buyer will assume liability for and honor all Entrance Fees of residents that are residing at the facility at the time of Closing.
- (d) Those Liabilities of the Sellers set forth in Schedule 2.03(d);
- (e) All liabilities and obligations created by this Agreement respecting Buyer; and
- (f) All other obligations and liabilities arising out of Buyer’s possession, use, ownership, transfer or other disposition of the Purchased Assets after the Effective Time and which relate to the period after the Effective Time.

Section 2.04 Excluded Liabilities; Non-Assumption of Liabilities. Except for the Assumed Liabilities, Buyer shall not assume, pay or perform any indebtedness, liabilities or other obligations of Seller (collectively, the “*Excluded Liabilities*”). Without limiting the generality of the foregoing, and except as otherwise provided herein, (i) Buyer shall not be required to assume and shall not have any liability or obligation with respect to any contract, liability or obligation, direct or indirect, absolute or contingent of Seller or to any other person, entity, or Seller Affiliate regarding any claims or litigation pending or later arising against Seller or any Seller Affiliate that are based on their actions or omissions, and (ii) under no circumstances shall Buyer be deemed to have agreed to or accepted Seller’s or any Seller Affiliate’s liability for any act, omission, or any other obligation of any nature whatsoever to any resident or resident representative (excepting any post-closing liabilities assumed by Buyer) or to the State, federal or local government for any liabilities related to cost report settlements, fines, penalties, overpayments or recoupments.

Section 2.05 Purchase Price. The aggregate purchase price to be paid by Buyer to the Sellers for the Purchased Assets at the Closing shall be EIGHT HUNDRED AND FIFTY THOUSAND DOLLARS (\$850,000.00) (the “*Purchase Price*”), plus (i) the assumption of the Assumed Liabilities and (ii) the Cure Amounts.

Section 2.06 Payment of Purchase Price; Escrow Deposit. Buyer shall make the following payments on account of the Purchase Price:

- (a) Buyer shall deliver to Escrow Agent, on or before the Execution Date, an earnest money deposit in the amount of FORTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$42,500) (the “*Escrow Deposit*”), which amount is equal to five percent (5%) of the aggregate Purchase Price, to be held by Escrow Agent pursuant to the terms of an escrow agreement in substantially the form attached as Exhibit 2.06(a) hereto (the “*Escrow Deposit Agreement*”). Upon Closing or termination of this Agreement, I Escrow Deposit, together with accrued interest thereon, if any, shall be delivered to Sellers or Buyer in accordance with the applicable terms of this Agreement.
- (b) Buyer shall make payment of the balance of the Purchase Price, plus or minus prorations or adjustments as set forth herein (the “*Purchase Price Balance*”), at the Closing by wire transfer to the Escrow Agent.
- (c) Buyer shall assume all PTO due at Closing up to the amount of [one year of PTO liability] and receive a credit at Closing for assumed PTO that is over [one year of PTO liability].

Section 2.07 Allocation of Purchase Price. The Parties have prepared the allocation schedule attached hereto as Schedule 2.07, and agree that the Parties shall allocate the Purchase Price (and all other capitalized costs) among the Purchased Assets for the applicable Seller, for Tax and accounting purposes only, in accordance with such Schedule 2.07 (the “*Purchase Price Allocation*”). Each Seller and Buyer each hereby covenant and agree that neither of them will take a position on any income tax return, before any Government Entity, or in any judicial proceeding that is in any way inconsistent with the allocation set forth

on Schedule 2.07. Each party shall duly and timely file Form 8594 with its appropriate tax returns. For the avoidance of doubt, the Purchase Price Allocation is not binding on any party for any other purpose.

Section 2.08 Taxes, Fees and Expenses. Buyer shall be responsible for and shall pay all applicable sales taxes, grantor's taxes, recordation fees and all other similar taxes arising out of the consummation of the transactions contemplated hereby, and any other fees and expenses associated with the transfer of the Purchased Assets as contemplated herein. Each Seller shall be responsible for and shall pay any income tax of such Seller as a result of the transactions contemplated herein. Except as set forth in the immediately preceding sentence, each of Buyer and the applicable Seller shall pay its own costs incurred in connection with the transactions contemplated herein, including reasonable attorneys' fees and due diligence expenses.

Section 2.09 Apportionment of Expenses; Prorations.

- (a) All expenses arising from the ownership of the Purchased Assets shall be apportioned between Buyer and the applicable Seller as of the Effective Time, in accordance with the principle that the Buyer shall only be responsible for all expenses and obligations arising from the ownership of the Purchased Assets at or after such time. All real estate and personal property taxes respecting the Purchased Assets shall be prorated as of the Closing.
- (b) The following items shall be prorated among Buyer and the applicable Seller as of the Proration Time and paid or credited at the Closing, as shall be set forth on the Closing Statement:
 - (i) All state, county, city, school, ad valorem and other local real and personal property taxes and assessments and business personal property taxes relating to or assessed against the Real Property or the Business(es);
 - (ii) Any utilities or other periodic charges that cannot be changed to Buyer or Buyer's designee's account by the Closing Date;
 - (iii) Prepayments made by the Sellers for services relating to the Business(es) and provided after the Proration Time, which shall be credited to the Sellers;
 - (iv) Prepaid and other rentals in Seller's possession or control, shall be credited to Buyer as of the Proration Time and Buyer shall assume all of Seller's financial and custodial obligations with respect to the prepaid rent so credited;
 - (v) Buyer shall be credited and Seller shall be debited with an amount equal to all rent abatements and concessions for periods on and after the Proration Time;
 - (vi) Refundable tenant deposits, if any, in Seller's possession or control shall be credited to Buyer as of the Closing Date; and
 - (vii) Provider taxes, privilege Texas or so-called bed taxes or similar taxes and fees, howsoever designated.

Section 2.10 Title Insurance Commitment; Survey.

- (a) The Parties acknowledge that, prior to the Execution Date, the applicable Seller has delivered to Buyer (i) a commitment for title insurance, along with copies of all easements and building and use restriction identified in the commitment (collectively, the “**Title Insurance Commitment**”) and (ii) ALTA/NSPS as-built surveys (collectively, the “**Surveys**”) for the Real Property. Buyer hereby waives any right to provide a Title Objection (as defined below) with respect to the Title Insurance Commitment and Surveys provided to Buyer prior to the Execution Date.
- (b) If Buyer desires an updated Title Insurance Commitment or updated Surveys (“**Updated Title Work**”), then Buyer shall pursue and obtain such Updated Title Work at its sole cost and expense by no later than ten (10) days after the Execution Date. If the Updated Title Work discloses title exceptions or matters (i) not identified in the Title Insurance Commitment and Surveys delivered pursuant to paragraph (a) and (ii) in the reasonable judgment of Buyer, render title uninsurable or unmarketable, or otherwise adversely affect the use of the Real Property to conduct the Business (a “**Title Defect**”), then Buyer shall deliver to the Seller a written statement of any such Title Defects (a “**Title Objection**”) no later than five (5) Business Days after its receipt of the Updated Title Work; provided that (i) any objections to Title Defects not timely delivered as aforesaid will be waived and (ii) any matter disclosed in the Updated Title Work and not identified in a timely Title Objection shall be deemed a Permitted Encumbrance. If the applicable Seller timely receives such a Title Objection, such Seller shall elect, in a written response to Buyer delivered within five (5) Business Days of such Seller’s receipt of the Title Objection (the “**Title Objection Response Deadline**”) to (i) cure any or all of the Title Defects identified in such Title Objection or (ii) not cure such Title Defects; provided that, if the applicable Seller does not deliver its response prior to the Title Objection Response Deadline, then such Seller shall be deemed to have elected to cure the Title Defects. If Seller elects not to cure any of the Title Defects identified in the Title Objection, then Buyer may elect to terminate this Agreement by giving Sellers within five (5) Business Days after receipt of the applicable Seller’s election not to cure such Title Defects; provided that, if Buyer does not timely make such an election, then such Title Defects shall be deemed Permitted Encumbrances hereunder.
- (c) Notwithstanding anything to the contrary set forth herein, prior to the Closing Date, Sellers shall be required to remove any of the following with respect to the Purchased Assets or cause the same to be removed as an exception to title by the Sale Order, whether or not objected to by Buyer: any liens secured by mortgages securing loans made to Sellers, mechanics’ liens relating to work contractor for by Sellers, judgment liens against Sellers, and liens for delinquent real property taxes and assessments.
- (d) Buyer acknowledges and agrees that (i) Sellers may elect to address any identified Title Defects through the Sale Motion, whereby holders of Liens, Claims and Encumbrances may be adequately protected by having such Liens, Claims or Encumbrances attach to the portion of the Purchase Price ultimately attributable to the Purchase Assets against or in which such holders claim an interest, with the same validity, force, effect and priority

which they had against such Purchased Assets as of the Execution Date, subject to any claims and defenses that Sellers or their estates may assert with respect thereto and (ii) notwithstanding anything herein to the contrary, all Liens, Claim and Encumbrances that can be satisfied by the payment of money shall be addressed in the Sale Order; provided that in all events, such Title Defects (a) shall be omitted by the Title Company as an exception to the owner's policy and any lender's policy delivered to Buyer at Closing, and (b) the Sale Order shall state that all such Liens, Claims and Encumbrances will not attach to or affect the Purchased Assets after Closing.

Section 2.11 Third Party Consents. To the extent that Sellers' rights under any contract or permit constituting a Purchased Asset, or relating to a Purchased Asset, may not, pursuant to Section 365 of the Bankruptcy Code, be assigned to Buyer without the consent of another Person, which consent has not been obtained, nothing set forth in this Agreement shall constitute an agreement by Sellers to assign or cause the assignment of same if an attempted assignment would constitute a breach of such contract or permit, or be unlawful. Buyer, at its own expense, shall use its reasonable best efforts to obtain any such required consents.

Section 2.12 Indemnification Escrow. From and after the Effective Time of the Closing, conditioned on such Closing, the Sellers will indemnify, defend and hold harmless the Buyers and their affiliates and representatives (collectively, the "**Buyer Indemnified Parties**") from and against any and all Losses suffered or incurred by any of the Buyer Indemnified Parties as a result of or arising out of (a) any claim of recapture by The Centers for Medicare and Medicaid Services ("**CMS**") or any other governmental authority or other third party payor with respect to an alleged overpayment or alleged underpayment with respect to operation of the Facilities, for periods prior to the applicable Closing Date ("**Recapture Claim**"), or (b) any and all Taxes related to the operation of the Facilities that are assessed for periods prior to the Effective Time, including, but not limited to, provider tax, gross receipts tax, bed tax, and quality assessment tax. As security for Sellers' indemnity obligations, Sellers shall place into escrow with the Escrow Agent" the sum of Fifty Thousand Dollars (\$50,000) (the "**Indemnification Escrow Amount**") for the period of one (1) year from and after the Closing. The Escrow Amount shall be held and disbursed by the Escrow Agent in accordance with the terms of an escrow agreement in form and substance reasonably satisfactory to the Parties and the Escrow Agent (the "**Indemnification Escrow Agreement**").

ARTICLE III CLOSING

Section 3.01 Closing. Subject to the terms and conditions of this Agreement and the Sale Order, including, without limitation, the satisfaction or waiver by the appropriate Party of all of the conditions precedent to Closing specified herein, the consummation of the transactions contemplated by and described in this Agreement (the "**Closing**") shall be conducted remotely, via an exchange of emails authorizing and directing the Escrow Agent to release originals of executed documents from escrow for recording purposes and to wire funds to the appropriate parties, to occur on the date (such date of consummation being referred to herein as the "**Closing Date**") that is the first Business Day of a calendar month that occurs five (5) Business Days following the date on which the conditions to Closing set forth in Article VII are either satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date),

or at such other time, date or location as shall be agreed upon by the Parties; provided that in no event shall the Closing occur later than the Outside Closing Date unless mutually agreed by the parties hereto. Regardless of the time it actually occurs, the Closing will be deemed effective for all purposes as of 12:01 a.m. (Central Time) on the Closing Date (the “*Effective Time*”).

Section 3.02 Actions of Seller at Closing. At the Closing and unless otherwise waived in writing by Buyer, the applicable Seller shall execute and/or deliver to Buyer the following:

- (a) Bills of sale, in the form attached hereto as Exhibit 3.02(a) (the “*Bills of Sale*”), executed by the applicable Sellers, transferring the Tangible Personal Property, the Intangible Personal Property, the Intellectual Property Assets and the IT Assets to Buyer or its designee;
- (b) Assignment and assumption agreements, in the form attached hereto as Exhibit 3.02(b) (the “*Assignment and Assumption Agreements*”), executed by the applicable Sellers, effecting the assignment to and assumption by Buyer or its designee of the Assumed Contracts;
- (c) With respect to each parcel of Real Property, a quitclaim deed, in the form attached hereto as Exhibit 3.02(c) (the “*Deeds*”), executed by the applicable Seller;
- (d) Closing certificate of the applicable Seller, certifying that each covenant and agreement of Seller to be performed prior to or as of the Closing pursuant to this Agreement has been performed and each representation and warranty of the applicable Seller are true and correct in all material respects on the Closing Date, as if made on and as of the Closing (the “*Seller Closing Certificate*”);
- (e) Certificates of incumbency for the respective officers of the applicable Seller executing this Agreement or making certifications for the Closing, together with certified copies of resolutions authorizing the transactions contemplated herein, dated as of the Closing Date;
- (f) Certificates of existence and good standing of the applicable Seller from the Secretary of State of its formation, dated the most recent practical date prior to the Closing;
- (g) A closing statement setting forth all proration and adjustments (the “*Closing Statement*”), duly executed by the Sellers; and
- (h) Such other instruments and documents as Buyer reasonably deems necessary to effectuate the transactions contemplated hereby.

Section 3.03 Actions of Buyer at Closing. At the Closing and unless otherwise waived in writing by the applicable Seller, Buyer shall deliver to the applicable Seller(s) the following:

- (a) The Assignment and Assumption Agreements duly executed by Buyer and in the form attached hereto as Exhibit 3.02(b);

- (b) Closing certificate of Buyer, certifying that each covenant and agreement of Buyer to be performed prior to or as of the Closing pursuant to this Agreement has been performed and each representation and warranty of Buyer is true and correct in all material respects on the Closing Date, as if made on and as of the Closing (the “*Buyer Closing Certificate*”);
- (c) Certificates of incumbency for the respective officers of Buyer executing this Agreement dated as of the Closing Date, together with certified copies of resolutions authorizing the transactions contemplated herein;
- (d) Certificate of existence and good standing of Buyer from the Secretary of State of the applicable jurisdiction in which the Buyer is formed, dated the most recent practical date prior to Closing; and
- (e) Such other instruments and documents as Seller reasonably deems necessary to effect the transactions contemplated hereby.

On the Closing Date, Buyer shall cause the Escrow Agent to deliver the Purchase Price to the Sellers. For the avoidance of doubt, such Purchase Price shall include the Escrow Deposit and the Purchase Price Balance.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF EACH SELLER

Except as set otherwise expressly set forth in this Agreement or any exhibit or schedule attached hereto, each Seller represents and warrants as to itself to Buyer that the following statements are true and correct as of the Execution Date and will be true and correct as of the Closing Date:

Section 4.01 Existence and Capacity. Seller is not-for-profit or nonprofit corporation validly existing in good standing under the laws of the State of its formation. Seller has the requisite power and authority, subject to requisite approvals of the Bankruptcy Court, to enter into this Agreement, to perform its obligations hereunder, and to conduct its business as such business is being conducted as of the Execution Date.

Section 4.02 Power and Authority. Subject to entry of the Sale Order by the Bankruptcy Court, the execution, delivery and performance of this Agreement, and consummation of the transaction contemplated herein, by Seller have been duly authorized by all appropriate corporate action on the part of the Sellers, will not violate any statute, law, rule or regulation, or any judgment, decree, writ or injunction of any court or Government Entity, to which Seller may be subject, and will not violate any provision of any agreement to which Buyer is a party or by which Seller is bound.

Section 4.03 Binding Agreement. This Agreement and all agreements to which Seller will become a party pursuant hereto are and will constitute the valid and legally binding obligations of Seller, and are and will be enforceable against Seller in accordance with the respective terms hereof or thereof.

Section 4.04 Title to Purchased Assets. As of the Closing, Seller shall hold good and valid title to all of the Purchased Assets which it owns, and at the Closing, will assign and convey to Buyer good and valid title free from all Liens, Claims and Encumbrances other than Permitted Encumbrances.

Section 4.05 Material Contracts. All material contracts agreements, leases and other commitments, in each case in which the annual payments exceed \$100,000, that Seller is a party to respecting the Business conducted by Seller at the Facility and all leases and other agreements with the residents of the Facilities governing or relating to the Entrance Fees (the “*Material Contracts*”) are listed and summarized on Schedule 4.05, and there are no undisclosed material amendments or modifications to any such contracts. The Material Contracts delivered to Buyer are true, correct and complete copies thereof. There are no defaults under the Material Contracts except as disclosed to Buyer prior to the Execution Date.

Section 4.06 Intellectual Property; Computer Software. Except as set forth in Section 2.02(g), the Intellectual Property Assets include all patents, copyrights, inventions, processes and applications therefore (whether registered or common law) currently owned or used by Sellers in the Business and necessary for the operation thereof.

Section 4.07 Permits. All Permits and Regulatory Approvals held by the Sellers to conduct the Business(es) as currently conducted are set forth in Schedule 4.07(a).

Section 4.08 Litigation or Proceedings. Except as set forth in Schedule 4.08, there are no Actions pending or, to Sellers’ Knowledge, threatened against or by the Sellers or the Facilities (i) relating to or affecting the Business(es), the Purchased Assets or the Assumed Liabilities or (ii) that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

Section 4.09 Real Property. Schedule 2.01(a) sets forth each parcel of Real Property owned by the Sellers and used in the conduct of the Business(es) as conducted as of the Execution Date, including with respect to each such parcel, the street address and use.. Sellers have delivered or made available to Buyer copies of the deeds and other instruments (as recorded) through which the applicable Seller acquired such parcels of Real Property, and copies of all title insurance policies, opinions, abstracts and surveys in the possession of such Seller with respect thereto.

Section 4.10 Environmental Laws. With respect to the ownership or operation of the Real Property, the Facility or the use of the Purchased Assets by Sellers:

- (a) To Sellers’ Knowledge, the applicable Seller is not in violation, in any material respect, of any Environmental Law.
- (b) To Sellers’ Knowledge, (i) the Sellers have not in the last five years received any written notice alleging or asserting a violation of any Environmental Law with respect to the Real Property, the Facility or the Purchased Assets, (ii) no investigation, administrative order, litigation or settlement with respect to any Environmental Laws is pending with respect to the Real Property, the Facility or the Purchased Assets, and (iii) no written notice has been received by Seller respecting the Facility or the Purchased Assets from any Government Entity or individual claiming any material violation of any Environmental Laws, or

requiring compliance with any Environmental Laws, or demanding payment or contribution for environmental damage or injury to natural resources.

Section 4.11 Employee Relations. Schedule 4.11 lists all persons who are employees, independent contractors or consultants who, as of the Execution Date, provide services in the Facility, including any such person who is on a leave of absence of any nature, paid or unpaid, authorized or unauthorized, and sets forth for each such person: (i) name, (ii) title or position, (iii) hire date, (iv) full time equivalent status, (v) rate of base compensation, (vi) commission, bonus or other incentive-based compensation and (vi) a description of fringe benefits, if any, provided to each such person (the “**Facility Employees**”). With respect to the Facility Employees, except as set forth on Schedule 4.11 hereto:

- (a) All Facility Employees are “at will” employees or Seller has provided to Buyer copies of such employment, consulting, independent contractor, bonus, severance, or other similar written engagement to which Seller is a party.
- (b) There has not been within the last five (5) years and there is no pending strike, picketing, work stoppage, or any proceeding against or affecting Seller relating to an alleged violation of any legal requirements pertaining to labor relations.
- (c) There is no union representation or organizing activities and no collective bargaining agreement or activities.
- (d) To Sellers’ Knowledge, there are no pending or threatened claims before the Equal Employment Opportunity Commission (or comparable state agency), complaints before the Occupational Safety and Health Administration (or comparable state agency), wage and hour claims, unemployment compensation claims, workers’ compensation claims, or the like.
- (e) Sellers does not, and is not required to, contribute (and Sellers have not ever contributed or been required to contribute) to any multi- employer plan, as defined in Section 3(37) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) with respect to the employees of the Facility.

Section 4.12 Insurance. Schedule 4.12 sets forth (i) a true and complete list of all current policies or binders of fire, liability, product liability, umbrella liability, professional liability, real and personal property, workers’ compensation, vehicular, fiduciary liability and other casualty and property insurance maintained by Sellers or their Affiliates and relating to the Business, the Purchased Assets and the Assumed Liabilities (collectively, the “**Insurance Policies**”); and (b) with respect to the Business, the Purchased Assets or the Assumed Liabilities, a list of all pending claims and the claims history for the three (3) years prior to the Execution Date.

Section 4.13 Financial Statements. Copies of the income statements for the Business(es) as in each of the years for the fiscal years ending June 30, 2023 and June 30, 2024 (collectively, the “**Financial Statements**”) have been or will be provided to Buyer. The Financial Statements are based on the books and records of the Business(es), are true, complete and correct, and fairly and accurately present (in all material respects

when taken as a whole) the financial condition of the Business(es) as of the respective dates they were prepared and the results of the operations of the Business(es) for the periods indicated.

Section 4.14 Brokers. Except for B.C. Ziegler & Co., for which Sellers shall be responsible, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Sellers.

Section 4.15 Taxes. Any unpaid taxes associated with the Purchased Assets or the Facilities which are due and owing (other than real property taxes, ad valorem taxes, personal property taxes, federally recorded tax liens and bed taxes that shall be paid at Closing), shall remain the sole liability of the Sellers. Sellers have not received written notice of, and to Seller's Knowledge there is no pending claim or proceeding threatened by any taxing authority that relates to or affects the Purchased Assets and/or the Facilities.

Section 4.16 Covenants, Zoning, Condemnation, Property Access. Seller has not received written notice, and Seller has no knowledge, of (i) any material violations of any covenants or restrictions recorded in the public land records against the Facilities, (ii) any material violations of any zoning codes or ordinances applicable to the Facilities, (iii) any condemnation or eminent domain proceedings pending or, to Seller's Knowledge, threatened or contemplated against the Facilities, or any part thereof, or (iv) any federal, state, county, municipal, or other governmental plans to change the highway or roads adjacent to the Facilities or to restrict or change access from any such highway or road to the Facilities. **Violations**. Sellers have not received written notice of, and to Seller's Knowledge, there is no condition existing with respect to the Purchased Assets or Facility that violates in any material respect any statute, ordinance, law or code regarding zoning, building, fire, air pollution, or health law, or requires immediate improvement, alteration, addition, correction or other work on or about the Purchased Assets or Facilities, whether related to the Purchased Assets or Facilities or to the activities of any owner or occupant thereof. Seller has not received written notice of, and to Seller's Knowledge there is not, any violation of any material statute, law regulation, rule, licensing requirement, ordinance, order or permit affecting the Purchased Assets or the Facilities.

Section 4.18 Improvements. To Seller's Knowledge, no labor has been performed or material furnished for the Facilities or the Real Property, in any material amounts, for which any mechanics' or materialman's liens, or any other lien, can be lawfully claimed by any Person that would survive entry of the Sale Order.

Section 4.19 Regulatory Reports. To Seller's Knowledge, Seller has filed, or caused to be filed, all reports, data and other information required to be filed with Governmental Authorities, including without limitation Indiana Department of Health.

Section 4.20 Resident Records and Trust Funds. Seller has dealt with the resident records and Resident Trust Funds (as defined in the OTA) in accordance with applicable Laws.

Section 4.21 Inventory. As of the Closing Date, inventories of food, supplies, medicines, towels and linens on-hand at the Facilities shall be at levels, in quantity or value, consistent with Sellers' past operating practices, but in all events at minimum levels to comply with applicable Law.

Section 4.22 Cost Reports. To Seller's Knowledge, all required reports under state licensing statutes for nursing facilities have been filed. To Seller's Knowledge, all other returns, reports and filings of any kind and nature whatsoever required to be filed by the Facilities and/or Sellers, as they relate to Seller's operation of the business of the Facilities until the Closing Date, including, without limitation, all federal, state and local tax returns and reports required to be filed under Medicaid, Medicare or any other third party payor programs with respect to the operation of the Facilities ("**Cost Reports**") have been properly completed and timely filed in compliance with all applicable requirements and all taxes or other obligations which are due and payable have been timely paid. To Seller's Knowledge, all Cost Reports and other required reports have been prepared in accordance and in compliance with all applicable government rules and regulations. Except as set forth on Schedule 4.22, there are no open or unaudited Cost Reports. There are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any Cost Reports or the payment of any recoupment or assessment relating to any Cost Reports.

Section 4.23 Regulatory Approvals. Seller has received and currently holds all necessary state, federal and local approvals, licenses and permits, for the operation of the Facilities as presently conducted for the number of licensed beds set forth on Schedule 4.23 so as to be in substantial compliance with applicable state, federal, state and local governmental requirements, including without limitation licenses for operation of a skilled nursing facility, assisted living facility, continuing care retirement community and independent living facility, a certificate of need, if required, and all other applicable requirements pertaining to enrollment in or entitling the operator of the Facilities to reimbursement under the Medicare and Medicaid programs, and all such approvals, licenses and permits shall through the Closing Date be unrestricted, unconditional, in good standing and in full force and effect and subject to no waivers or limitations. There are no pending actions or claims, or to Seller's Knowledge, any threatened actions or claims, which, if adversely determined, could materially and adversely affect such approvals, licenses or permits. Seller is in substantial compliance (without waivers) and as of the Closing Date will be in compliance (without waivers), in all material respects, with all applicable municipal, county, state and federal laws, regulations, ordinances, standards and orders.

Section 4.24 Medicare and Medicaid. In connection with the Facilities, Sellers participate in the Medicare and Medicaid Programs (the "**Reimbursement Programs**"). A list of Seller's existing Medicare provider number, Medicaid provider number and NPI is set forth on Schedule 4.24. Under the Reimbursement Programs, all of the licensed beds at the Facilities are certified for participation in Medicaid and Medicare. Seller is in compliance in all material respects with the terms, conditions and provisions of the Reimbursement Program provider agreements (the "**Program Agreements**") and the rules and policies respecting each Program Agreement. To the Seller's Knowledge, there is no threatened or pending revocation, suspension, termination, probation, restriction, limitation or non-renewal affecting any of Seller's Program Agreements or third-party payor contracts and Seller is not aware of any fact that could reasonably lead to any such action or result. No written notice of suspension, recoupment, sanction or any other material offset against future reimbursements under or pursuant to the Reimbursement Programs has been received by Seller, nor to the Seller's Knowledge, is there any basis therefore. With respect to the Reimbursement Programs, except as set forth in Schedule 4.24, there are no pending appeals, adjustments, challenges, audits, litigation, notices of intent to recoup past or present reimbursements for any material amounts. Seller has not been subject to or, to Seller's Knowledge, threatened with any loss as a result of any utilization review denials with respect to the Reimbursement Programs or any third-party payors during

the past twelve (12) months except as identified on Schedule 4.24, nor has Seller received written notice of any pending, threatened or possible decertification or other loss of participation in, any of the Reimbursement Programs. All of the open claims, assessments and audits set forth in 4.24 shall not be a liability of Buyer or New Operator after the Closing Date and shall not have a material adverse effect with respect to the operations of the Facilities after the Closing Date. Seller has not received any written notice from any Governmental Authority of any life safety code or similar violations, nor does Seller have any reason to believe that any condition exists at the Facilities that would violate any life safety codes or any similar regulations. In addition to, and not in any manner limiting the generality of, the foregoing, during the two year period prior to the Closing Date, Seller has not received: (a) a notice of termination of either of the licenses to operate the Facilities as a skill nursing facility, assisted living facility, continuing care retirement community or independent living facility; or (b) a notice of termination of the certification of the Facility to participate in the Medicare and/or Medicaid reimbursement programs.

Section 4.25 Expiration of Representations and Warranties. The representations and warranties of Sellers contained in this Agreement shall expire upon, and shall not survive for any purpose whatsoever, the Closing.

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to each Seller that the following statements are true and correct as of the Execution Date and will be true and correct as of the Closing Date:

Section 5.01 Existence and Capacity. Real Estate Buyer is a limited liability company duly organized and validly existing in good standing under the laws of the State of New Jersey. Operations Buyer is a limited liability company duly organized and validly existing in good standing under the laws of the State of Iowa. Buyer has the requisite power and authority to enter into this Agreement, to perform its obligations hereunder, and to conduct its business as now being conducted.

Section 5.02 Power and Authority. The execution, delivery and performance of this Agreement, and consummation of the transaction contemplated herein, by Buyer:

- (a) are within its powers, are not in contravention of law or of the terms of its Limited Liability Company Agreement;
- (b) have been duly authorized by all appropriate company actions;
- (c) except for the Permits and Regulatory Approvals to be obtained by Buyer and entry of the Sale Order, do not require any approval or consent of, or filing with, any third party;
- (d) will not violate any statute, law, rule or regulation, or any judgment, decree, writ or injunction of any court or Government Entity, to which Buyer may be subject; and
- (e) will not violate any provision of any agreement to which Buyer is a party or by which Buyer is bound.

Section 5.03 Binding Agreement. This Agreement and all agreements to which Buyer will become a party pursuant hereto are and will constitute the valid and legally binding obligations of Buyer, and are and will be enforceable against Buyer in accordance with the respective terms hereof or thereof.

Section 5.04 Adequate Funds. As of the Execution Date, Buyer has funds, or the ability to obtain such funds, in cash in amounts equal to the Purchase Price and other funds needed to consummate the transaction and will at the Closing have immediately available funds in cash, which are sufficient to pay the Purchase Price and to pay any other amounts payable pursuant to this Agreement and to consummate the transaction contemplated herein. Buyer does not have any financing or equity investment contingency of any nature whatsoever.

Section 5.05 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Buyer.

Section 5.06 Legal Proceedings. There are no Actions pending or, to Buyer's Knowledge, threatened against or by Buyer or any Affiliate of Buyer that challenge or seek to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. No event has occurred, nor circumstances exist, that may give rise or serve as a basis for any such Action.

Section 5.07 Due Diligence Materials. Sellers have provided certain documents which relate to the operations and financial conditions of the Business, which are herein referred to as "*Due Diligence Materials.*" Prior to the Execution Date, Buyer has been provided access to the Due Diligence Materials. Until the Effective Time, Sellers will continue to cooperate in providing information to Buyer as requested, in a timely manner, but is under no obligation to create documents or provide any related documents which are outside those in the possession or control of Sellers. Buyer acknowledges that certain Due Diligence Materials may be limited to summaries, or otherwise contain redactions, if the Sellers reasonably believe the disclosure of such information would be a violation of Law protecting the personal, financial or protected health information of any resident or patient or affiliate of a resident or patient, including, but not limited to, all Laws adopted under the Health Insurance Portability and Accountability Act. Buyer expressly acknowledges that (i) it has completed its due diligence as of the Execution Date and (ii) no due diligence contingency exists with respect to Buyer's obligations under this Agreement.

Section 5.08 Fitness for and Timing for Application for Obtaining Permits and Regulatory Approvals. Buyer has no knowledge of any material fact or other information related to Buyer or any of its Affiliates which could be reasonably expected to have an adverse impact on Buyer's or its designees' ability to obtain the Permits and Regulatory Approvals. To Buyer's Knowledge, it has been in material compliance with healthcare regulatory laws and has not received any communication from a governmental authority or third-party payors that would prohibit or delay the Buyer from consummating the transaction contemplated herein or obtaining the Permits and Regulatory Approvals necessary to operate the Business. Buyer shall have applied for (or caused its designees to apply for) all Permits and Regulatory Approvals which may be applied for prior to Closing no later than five (5) Business Days after the entry of the Sale Order.

Section 5.09 No Guarantee of License. Buyer acknowledges that the Business operations are regulated by local, state, or federal Laws and are conducted under a license or licenses issued or authorized by the applicable state of operation of the applicable Seller. Buyer acknowledges that Buyer shall be responsible, at Buyer's sole cost and expense, for obtaining any and all governmental or quasi- governmental approvals necessary for Buyer's intended use or development of the Real Property, including but not limited to, its licensing of the facilities or ancillary businesses by the applicable state and any platting or zoning, and other such matters; provided that Sellers shall reasonably cooperate with Buyer in connection with its application for such licenses.

Section 5.10 Disclaimers; Releases and Limitations. Buyer represents and warrants to Sellers that Buyer is a knowledgeable, experienced, and sophisticated buyer of real estate and/or senior living facilities. Buyer acknowledges that, except for the representations and warranties made by Sellers in Article IV hereof, Buyer has not relied upon and will not rely upon, either directly or indirectly, any statement of Sellers or any of their officers, directors, trustees, agents, employees, or other person acting or purporting to act on behalf of Sellers.

Section 5.11 No Other Warranty. Without in any manner limiting the provisions of the preceding paragraph or elsewhere in this Agreement, as a material part of the consideration for this Agreement, Sellers and Buyer agree that Buyer is taking the property "as-is", "where-is" and "with all faults" and with any and all latent and patent defects and that there is no warranty or representation, express or implied, of any kind or nature (including, without limitation, warranties with respect to habitability, marketability, use or fitness for a particular purpose) made by Sellers with respect to the property (except for the representations of Sellers expressly set forth in Article IV hereof), all other representations and warranties, both express and implied, are hereby expressly disclaimed and denied. Buyer acknowledges that it has been given adequate time to conduct whatever examination, evaluations, inspections, reviews, studies or tests of the property and its condition as Buyer may desire or determine warranted, and that Buyer is not relying on any representation, warranty, statement or other assertion with respect to the property or its condition or any other matter by Sellers or any of Sellers' officer, director, trustee, agent, employee, attorney or other person acting or purporting to act on behalf of any Seller or any of its Affiliates, but Buyer is relying solely on its own examination, evaluations, inspections, reviews, studies or tests of the property. Without limiting the provisions of preceding paragraphs and this Agreement, Buyer expressly releases and discharges each Seller, its respective Affiliates, members, partners, officers, directors, shareholders, employees, attorneys, agents, brokers, and contractors from any and all obligations, claims, administrative proceedings, judgements, damages, fines, costs, and liabilities arising out of or relating to the physical condition of the property or any portion thereof, including, without limitation any latent or patent construction defects, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Purchased Assets.

ARTICLE VI COVENANTS

The Buyer and each Seller as to itself shall take the following actions and comply with the following obligations prior to the Closing:

Operation of the Businesses. From the Execution Date until the Closing, except as otherwise provided in this Agreement or consented to in writing by Buyer, Sellers shall conduct the Business(es) in the ordinary course of business consistent with past practice, subject to applicable limitations and requirements of the Bankruptcy Code and except as otherwise necessary or reasonable to consummate the transactions contemplated herein.

Section 6.02 Access to Information, Books and Records. Seller will permit representatives of Buyer to have reasonable access to the Facility premises and personnel during normal business hours, as well as the books and records of Seller to the extent relating to the Facility, as may be reasonably necessary to comply with the obligations of the Buyer under this Agreement, to facilitate Borrower's review and inspection of the Purchased Assets. The timing and frequency of such access shall be coordinated with Seller in all cases, and Seller shall have a right to be present during all such access. Buyer shall not interfere with the normal business operations of Seller in any material respect.

Section 6.03 Notice of Developments. Seller shall give prompt written notice to Buyer of any material adverse development causing a material breach of any of the representations and warranties in Article IV above. Buyer shall give prompt written notice to Seller of any material adverse development causing a breach of any of the representations and warranties in Article V above. No disclosure by any of the Parties pursuant to this Section, however, shall be deemed to amend or supplement any Schedule to this Agreement or to prevent or cure any misrepresentation, breach of warranty, or breach of covenant.

Section 6.04 Casualty; Condemnation. As used herein, the term "*Casualty Loss*" means any destruction by fire, storm or other casualty, or any taking or pending or threatened taking, in condemnation or under the right of eminent domain, of any of the Purchased Assets, or a portion thereof, in each case, prior to the Effective Time. Sellers shall promptly give Buyer written notice (a "*Casualty Notice*") of any Casualty Loss of which Sellers becomes aware. To the extent such Casualty Loss exceeds \$1,500,000 in cost, Buyer shall have the option, which must be exercised within ten (10) days after its receipt of the Casualty Notice, to terminate this Agreement or to proceed with the Closing. If Buyer elects to terminate this Agreement, the Escrow Deposit shall be returned to Buyer and all rights, duties, obligations and liabilities created hereunder shall cease. If Buyer elects to proceed with Closing (or if the Casualty Loss is less than \$1,500,000), Buyer shall acquire the Purchased Assets in accordance with the terms hereof without a credit against the Purchase Price and Sellers shall transfer to Buyer all of their rights to unpaid insurance proceeds, claims, awards and other payments arising out of such Casualty Loss with a credit for any deductible and pay to Buyer all sums paid to Sellers as insurance proceeds, awards or other payments arising out of such Casualty Loss less any amounts Sellers have paid to repair or mitigate such Casualty Loss. Sellers shall not voluntarily compromise, settle or adjust any amounts payable by reason of any Casualty Loss without first obtaining the written consent of Buyer, such consent not to be unreasonably withheld, conditioned, or delayed.

Section 6.05 Bankruptcy Actions.

- (a) Prior to the Execution Date, the Sellers and their co-debtor Affiliates filed the Sale Motion seeking, among other things, entry of the Sale Order in substantially the form attached

hereto as Exhibit 6.05(a). Buyer acknowledges that the entry of any Order is subject to approval of the Bankruptcy Court.

- (b) Sellers shall comply with all of their respective obligations under (i) the Bid and Sale Procedures Order and (ii) the Sale Order (after the entry of same by the Bankruptcy Court).
- (c) Sellers shall use commercially reasonable efforts to comply (or obtain an Order from the Bankruptcy Court waiving compliance) with all requirements under the Bankruptcy Code and applicable Bankruptcy Rules in connection with obtaining approval of the sale of the Purchased Assets under this Agreement, including serving on all required Persons in the Bankruptcy Case (including (i) all Persons who are known to possess or assert a Lien against any of the Purchased Assets, (ii) the Internal Revenue Service, (iii) all state attorneys general, local realty enforcement agencies and local government entities with taxing authority or the power to approve or consent to the issuance or transfer of the Permits and Regulatory Approvals, and (iv) all other Persons required by any Order of the Bankruptcy Court (including any omnibus notice or case management Order entered in the Bankruptcy Case), notice of the Sale Motion, the Sale Hearing and the objection deadline in accordance with Rules 2002, 6004, 6006 and 9014 of the Bankruptcy Rules, the Bid and Sale Procedures Order or other Orders of the Bankruptcy Court, and any applicable local rules of the Bankruptcy Court.
- (d)
 - (i) Within five (5) days after the Execution Date and preferably by the Execution Date, Buyer shall provide a copy of Schedule 6.05, which schedule can be modified by the Buyer by removing from such schedule any Assumed Contract (as defined below) up to ten (10) days before the Closing Date, identifying (i) all Contracts that Buyer wishes to be assumed by Sellers and assigned by Sellers to Buyer at Closing (the “*Assumed Contracts*”); and (ii) all Contracts that Buyer will not be seeking to have assigned by Sellers (the “*Rejected Contracts*”); provided that any Contracts, other than third party payor agreements, which are not set forth on Schedule 6.05 shall be deemed Rejected Contracts. Sellers shall move to assume and assign to Buyer, effective as of the Effective Time, any Assumed Contract that is designated on or before the fifth day after the Execution Date by Buyer to Seller. After the Closing Date, Sellers shall be released from any further liability under such Assumed Contracts as provided for under Section 365(k) of the Bankruptcy Code.
 - (ii) Buyer shall assume all obligations from and after the Closing Date under Assumed Contracts, and at such time as is required by the Bankruptcy Court in the Sale Order, shall pay cash or other acceptable consideration to the third party (or parties) to the applicable Assumed Contract in order to cure the monetary defaults and satisfy any pecuniary obligations of Sellers (or obtain waivers with respect thereto) with respect to the Business, and to provide adequate assurance of future performance under the Assumed Contracts.

Section 6.06 Maintenance of Insurance. From the Execution Date until the Effective Time, Sellers shall keep in full force and effect all insurance coverages existing on the Execution Date.

Section 6.07 Commercially Reasonable Efforts. From the Execution Date until the Closing, each party hereto shall use commercially reasonable efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in Article VII hereof. Additionally, Buyer shall, within five (5) Business Days after entry of the Sale Order, submit the necessary applications (which may be submitted prior to Closing) to the applicable regulatory authorities to obtain such Permits and Regulatory Approvals as are needed to consummate the sale (with copies of such applications promptly provided to Sellers) and shall diligently and expeditiously follow up on and pursue such Permits and Regulatory Approvals. Further, Buyer agrees to provide copies of all material correspondence between Buyer and any regulatory agency, or similar body, to Seller and the Bond Trustee within two (2) Business Days of Buyer's receipt of same.

Section 6.08 Public Announcements. Unless otherwise required by applicable Law (based upon the reasonable advice of counsel), no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed), and the parties shall cooperate as to the timing and contents of any such announcement. Disclosures made to the Bankruptcy Court or in pleadings filed with the Bankruptcy Court or in other related notices shall not be considered a public announcement.

Section 6.09 Bulk Sales Laws. The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer; it being understood that any Liabilities arising out of the failure of Sellers to comply with the requirements and provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction which would not otherwise constitute Assumed Liabilities shall be treated as Excluded Liabilities.

Section 6.10 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value added, and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the other Transaction Documents (including any real property transfer Tax and any other similar Tax) shall be borne and paid by Buyer when due. Buyer shall, at its own expense, timely file any tax return or other document with respect to such Taxes or fees (and Seller shall cooperate with respect thereto as necessary).

Section 6.11 Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute, and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents.

Section 6.12 Good Faith. Each party agrees, in the exercise of good faith and fair dealing, to take actions necessary or appropriate to satisfy all conditions to closing and to consummate the Closing under this Agreement. Each party agrees to provide prompt notice to the other party of any circumstance or condition which such party has reason to believe may cause a condition of the Closing not to be fulfilled or otherwise create any impediment to the Closing.

ARTICLE VII
CONDITIONS PRECEDENT TO THE OBLIGATIONS OF BUYER AND SELLER

Section 7.01 Conditions to Obligations of All Parties. The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

- (a) No governmental authority shall have enacted, issued, promulgated, enforced or entered any governmental order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal or otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof;
- (b) The Bankruptcy Court shall have entered the Sale Order approving the sale to the Buyer which shall be a Final Order unless such finality is mutually waived by the Buyer and the Sellers; and
- (c) Buyer's designees shall received all Permits and Regulatory Approvals that are set forth on Schedule 2.01(f).

Section 7.02 Seller's Conditions. All obligations of the applicable Seller which are to be discharged under this Agreement effective as of the Closing Date are subject to the satisfaction, on or before the Closing Date, of each of the following conditions unless expressly waived in writing by the applicable Seller at or prior to the Closing:

- (a) All of the representations and warranties of Buyer contained in Article V of this Agreement shall be true and correct in all material respects as of the Execution Date, and shall be deemed to have been made again on and as of the Closing Date and shall be true and correct in all material respects on and as of the Closing Date.
- (b) Buyer shall have performed or complied in all respects with all covenants and conditions required by this Agreement to be performed or complied with by it on or before the Closing Date.
- (c) The Consents shall have been obtained (or, if not obtainable before Closing, request shall have been made and Seller shall have received reasonably satisfactory assurances that they will be granted after the Closing) and are in form and substance reasonably satisfactory to Seller (the "**Material Consents**");
- (d) All Regulatory Approvals shall have been obtained, except for any documents required to be filed, or consents, authorizations, orders or approvals required to be issued, after the Closing Date.
- (e) No Action or proceeding shall have been instituted against, and no order, decree or judgment of any Government Entity shall be pending against, Buyer or Seller which seeks

to, or would, render it unlawful as of the Closing Date to effect the transfer of the Purchased Assets, and no such action shall seek damages or injunctive relief by reason of the transactions contemplated hereby. Also, no substantive legal objection to the transactions contemplated by this Agreement shall have been received from or threatened by any Government Entity.

- (f) Buyer shall not (i) be in receivership or dissolution, (ii) have made any assignment for the benefit of creditors, (iii) admitted in writing its inability to pay its debts as they mature, (iv) have been adjudicated as bankrupt, or (v) have filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the federal bankruptcy law or any other similar law or statute of the United States or any state, nor shall any such petition have been filed against Buyer.
- (g) Buyer shall have made the deliveries required to be made by it under Section 3.03 hereof.
- (h) All certificates and documents delivered to Seller pursuant to this Agreement shall be satisfactory in form and substance to Seller acting reasonably and in good faith.
- (i) The Sale Order shall have been entered by the Bankruptcy Court.
- (j) The Buyer shall have delivered the Purchase Price.

Section 7.03 Buyer's Conditions. All obligations of Buyer which are to be discharged under this Agreement effective as of the Closing Date are subject to the satisfaction, on or before the Closing Date, of each of the following conditions unless expressly waived in writing by Buyer at or prior to the Closing:

- (a) All of the representations and warranties of the applicable Seller contained in Article IV of this Agreement shall be true and correct in all material respects as of the Execution Date, and shall be deemed to have been made again on and as of the Closing Date and shall be true and correct in all material respects on and as of the Closing Date.
- (b) The applicable Seller shall have performed or complied in all respects with all covenants and conditions required by this Agreement to be performed or complied with by it on or before the Closing Date.
- (c) All Regulatory Approvals shall have been obtained, except for any documents required to be filed, or consents, authorizations, orders or approvals required to be issued, after the Closing Date. Buyer shall have obtained documentation or other evidence satisfactory to Buyer in its reasonable discretion that Buyer has:
 - (i) Buyer shall have received approval from all Government Entities and third-party payors necessary to allow Buyer to conduct the Business and operate the Facility subsequent to Closing;
 - (ii) Buyer shall have received confirmation from all applicable Government Entities that, upon the Closing, all licenses required by law to operate the Facility as currently

operated will be transferred to, or issued or reissued in the name of, Buyer (or its Affiliates, as directed by Buyer).

- (d) No Action or proceeding shall have been instituted against, and no order, decree or judgment of any Government Entity shall be pending against, Buyer or Seller which seeks to, or would, render it unlawful as of the Closing Date to effect the transfer of the Purchased Assets, and no such action shall seek damages or injunctive relief by reason of the transactions contemplated hereby. Also, no substantive legal objection to the transactions contemplated by this Agreement shall have been received from or threatened by any Government Entity.
- (e) The applicable Seller shall have made the deliveries required to be made by it under Section 3.02.

All certificates and documents delivered to Buyer pursuant to this Agreement shall be satisfactory in form and substance to Buyer acting reasonably and in good faith.
- (f) Neither this Agreement, the Bid and Sale Procedures Order nor the Sale Order shall have been materially modified from the form set forth in the Exhibits attached hereto.
- (g) The Purchased Assets shall have been maintained in the condition existing as of the Execution Date, normal wear and tear excepted, and no personal property (other than resident's personal property) shall have been removed except in the ordinary course of business.
- (h) Facilities shall be a continuing care retirement communities and have valid licenses in good standing to operate as a continuing care retirement communities as of the Closing Date.
- (i) Title Company shall be irrevocably committed to issue ALTA 2006 Owner's Policy of Title Insurance covering the Real Property to Buyer, subject only to the Permitted Exceptions.
- (j) The Sale Order shall have been entered by the Bankruptcy Court.

ARTICLE VIII ADDITIONAL AGREEMENTS

Section 8.01 Facility Employees.

- (a) Immediately prior the Effective Time, the applicable Seller shall terminate all its Facility Employees remaining in Seller's employ on the Closing Date and, as of the Effective Time, Buyer or its designee(s) shall offer employment to substantially all such Facility Employees on an at-will basis and subject to Buyer's pre-employment screenings and employment practices, policies and procedures (all such Seller Employees hired by Buyer

shall be collectively referred to as the “*Hired Employees*”). Following the Effective Time, Buyer shall provide a standard package of benefits and other terms and conditions of employment to the Hired Employees at substantially the same levels as those offered by Sellers immediate prior to the Closing Date.

- (b) Buyer shall offer immediate employment to substantially all of the Facility Employees, such that no period of unemployment shall occur between employment with the Sellers and employment with Buyer, and such that there will be no violation of the WARN Act or any comparable state or local laws, with such employment with the Buyer to commence as of the Effective Time. If Buyer fails to offer immediate employment to substantially all of the Facility Employees, Buyer acknowledges and agrees that it shall be responsible for the payment of any amounts or liabilities arising or due under the WARN Act or any comparable state or local laws arising from such failure. In furtherance and not in limitation of the foregoing, Buyer shall treat prior service with Sellers reflected in the information provided above as service with Buyer for purposes of determining eligibility to participate and vesting in all benefits programs maintained by Buyer. Sellers shall cooperate with Buyer in providing information reasonably requested by Buyer to facilitate hiring and establishing benefits for Hired Employees who accept employment with Buyer. This Agreement shall not be deemed to create or grant to any Facility Employee any third-party beneficiary rights or claims or any cause of action of any kind or nature.
- (c) The applicable Seller shall provide Buyer, at least ten (10) days prior to the Closing Date, a schedule setting forth, for each of the Facility Employees, an estimated amount of accrued but unused paid time off (including any accrued vacation, sick and holiday time) (collectively, the “*Accrued PTO*”) and the estimate aggregate value of the Accrued PTO as of the Effective Time. Sellers shall provide Buyer, on the Closing Date, with an update schedule reflecting actual Accrued PTO amounts as of the Effective Time. Buyer shall assume the Accrued PTO liability, as updated on the Closing Date, with respect to the Hired Employees and Buyer will, thereafter, be responsible for paying the Hired Employees for their use of their Accrued PTO during their employment with Buyer and upon the termination of their employment with Buyer in accordance with the Buyer’s or its designee’s employment practices. Seller shall pay on the Closing Date all other accrued but unpaid payroll obligations, including without limitation, salaries, wages, benefits and insurance premium obligations as of the Closing Date.
- (d) Buyer shall provide COBRA continuation coverage (within the meaning of Section 4980B of the Internal Revenue Code and U.S. Treasury regulations thereunder) to all Facility Employees who are “M&A qualified beneficiaries” (within the meaning of Treasury Regulation Section 54.4980B-9, Q&A-4) for the duration of the period to which such Facility Employees are entitled to such coverage.

Section 8.02 Misdirected Payments. From and after the Closing, if any Seller or any of its respective Affiliates receives any right, property or asset that is a Purchased Asset, the applicable Seller shall promptly transfer or cause such of its Affiliates to transfer such right, property or asset (and shall promptly endorse

and deliver any such asset that is received in the form of cash, checks or other documents) to Buyer, and such asset will be deemed the property of Buyer held in trust by such Seller for Buyer until so transferred. From and after the Closing, if Buyer or any of its Affiliates receives any right, property or asset that is an Excluded Asset, Buyer shall promptly transfer or cause such of its Affiliates to transfer such asset (and shall promptly endorse and deliver any such right, property or asset that is received in the form of cash, checks, or other documents) to the applicable Seller, and such asset will be deemed the property of such Seller held in trust by Buyer for such Seller until so transferred.

ARTICLE IX TERMINATION

Section 9.01 Termination Prior to Closing.

- (a) This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing:
 - (i) By the mutual written consent of Buyer and the Sellers;
 - (ii) By Buyer, by written notice to Sellers, if: (x) Buyer is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Sellers pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article VII, and such breach, inaccuracy or failure has not been cured by Sellers within ten (10) days of Sellers' receipt of written notice of such breach; or (y) any of the conditions set forth in Section 7.01 or Section 7.02 shall not have been, or it becomes apparent that any of such conditions will not be, satisfied by the date that is forty-five (45) days following the date on which the Sale Order is entered (the "**Conditions Satisfaction Deadline**"), unless such failure shall be due to the failure of Buyer to perform or comply with any of its representations, warranties or covenants contained in this Agreement and to be performed or complied with by Buyer prior to the Closing;
 - (iii) By the Sellers, by written notice to Buyer, if: (x) Sellers are not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Buyer pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article VII, and such breach, inaccuracy or failure has not been cured by Buyer within ten (10) days of Buyer's receipt of written notice of such breach; (y) any of the conditions set forth in Section 7.01 or Section 7.03 shall not have been, or it becomes apparent that any of such conditions will not be, satisfied Conditions Satisfaction Deadline, unless such failure shall be due to the failure of Sellers to perform or comply with any of their representations, warranties or covenants contained in this Agreement and to be performed or complied with by Sellers prior to the Closing;
 - (iv) By either the Sellers or Buyer in the event the Closing shall not have occurred on or before the Outside Closing Date (which Outside Closing Date may be extended by mutual agreement of Buyer and Seller), unless such delay is the result of an action or omission by the Party wishing to terminate this Agreement pursuant to this subsection.
 - (v) By Buyer or Sellers if (x) the Sale Order is not entered by November 22, 2024 or (y) any Seller sells, transfers, leases or otherwise disposes of, directly or indirectly, including through an asset sale, stock sale, merger or other similar transaction, all or substantially all of its Business or the Purchase Assets in a transaction or series of transactions with one or more Person in accordance with the

Bid and Sale Procedures Order (such event, an “*Alternative Transaction*”); provided that, upon termination under this provision in connection with the occurrence of an Alternative Transaction, Sellers, in accordance with the Bid and Sale Procedures Order, shall pay to Buyer, within [five (5)] Business Days after the consummation of the Alternative Transaction, from the proceeds of such Alternative Transaction, an amount in cash equal to (i) Twenty-One Thousand, Two Hundred Fifty Thousand Dollars (\$21,250.00) (the “*Break-Up Fee*”) and (ii) Buyer’s actual, documented, reasonable, out-of-pocket costs and expenses in an amount not to exceed Eight Thousand Dollars (\$8,000.00).

Section 9.02 Effect of Termination.

- (a) In the event of the termination of this Agreement in accordance with this Article IX, this Agreement shall forthwith become void and there shall be no liability on the part of any Party hereto, except (i) as expressly set forth herein, (ii) in the event of termination pursuant to Section 9.01(a)(i), 9.01(a)(ii) (subject to such failure to meet a condition or delay thereunder not being a result of Buyer’s breach), 9.01(a)(iv) or 9.01(a)(v), Buyer shall, within five (5) Business Days, be refunded the Escrow Deposit, and such refund shall be Buyer’s sole and exclusive remedy with respect to this Agreement and the transactions contemplated herein; and (iii) in the event of termination by the Sellers pursuant to Section 9.01(a)(iii) (subject to such failure to meet a condition or delay thereunder not being a result of Sellers’ breach), Sellers shall retain the Escrow Deposit as liquidated damages and as Sellers’ sole and exclusive remedy with respect to this Agreement and transactions contemplated herein. With respect to the foregoing clause (iii) and retention by the Sellers of the Escrow Deposit as liquidated damages, Sellers and Buyer agree that Sellers’ actual damages would be extremely difficult or impracticable to determine, and that the amount of the Escrow Deposit is a reasonable estimate of the damages that Sellers would incur in such event.
- (b) Upon termination of this Agreement, the rights and obligations of the Parties under this Agreement shall likewise terminate, except that those obligations set forth in Section 10.01 and Section 10.02 shall survive termination of this Agreement.

**ARTICLE X
MISCELLANEOUS**

Section 10.01 Confidentiality. It is understood by the Parties hereto that the information, documents, and instruments delivered to Buyer by the applicable Seller and its agents and the information, documents and instruments delivered to the applicable Seller by Buyer and its agents are of a confidential and proprietary nature. Each of the Parties hereto agrees that both prior and subsequent to the Closing it will maintain the confidentiality of all such confidential information, documents or instruments in connection with the negotiation of this Agreement or in compliance with the terms, conditions and covenants hereof and will only disclose such information, documents and instruments to its duly authorized officers, members, directors, representatives, and agents (including consultants, attorneys and accountants of each party) and applicable governmental authorities in connection with any required notification or application for approval or exemption therefrom; provided, however, that the foregoing restriction shall not apply to any information that is, through no fault of the applicable party, publicly known or which is lawfully obtained from a third

party, or to any disclosure required by any legal requirement or in connection with the enforcement of each Seller's or Buyer's rights under this Agreement. Nothing in this Section, however, shall prohibit the use of such confidential information, documents or information for such governmental filings as in the opinion of Seller's counsel or Buyer's counsel are required by law or governmental regulations or are otherwise required to be disclosed pursuant to applicable state law or the filing of this Agreement with the Bankruptcy Court or pursuant to any Order of the Bankruptcy Court, including, without limitation, the Bid and Sale Procedures Order.

Section 10.02 Cost of Transaction. Whether or not the transactions contemplated hereby shall be consummated, the Parties agree as follows: (a) the applicable Seller shall pay the fees, expenses and disbursements of such Seller and its Affiliates and their agents, representatives, accountants, and legal counsel incurred in connection with the subject matter hereof and any amendments hereto; (b) Buyer shall pay the fees, expenses and disbursements of Buyer and its Affiliates and their agents, representatives, accountants and legal counsel incurred in connection with the subject matter hereof and any amendments hereto; and (c) in the event the Closing occurs, Buyer shall pay any state or local recording fees, deed, stamp, or other transfer taxes, filing fees, license fees, and any third-party consent or license fees associated with or assessed in connection with the conveyance of any of the Purchased Assets.

Section 10.03 Announcements. The content of any communications to the public relating to the transaction that is the subject of this Agreement including, but not limited to, any letters to patients regarding such transaction, shall be mutually agreed to by Buyer and the applicable Seller.

Section 10.04 Tax and Medicare Effect. Except as provided herein, none of the Parties (nor such Parties' counsel or accountants) has made or is making any representations to any other Party (nor such party's counsel or accountants) concerning any of the tax, Medicare or Medicaid effects of the transactions provided for in this Agreement as each Party hereto represents that each has obtained, or may obtain, independent tax, Medicare and Medicaid advice with respect thereto and upon which it, if so obtained, has solely relied.

Section 10.05 Survival. The obligations, representations or warranties which by their nature or content would continue beyond the Closing or the expiration or termination of this Agreement shall survive the Closing or any expiration or termination of this Agreement to the extent specifically provided for herein.

Section 10.06 Notices. All notices, demands and other communications required or permitted hereunder shall be deemed sufficiently given if delivered in person, mailed by certified mail, postage prepaid, or sent via nationally recognized overnight carrier, as well as being sent simultaneously by e-mail, addressed as follows:

If to Buyer: _____

Copy to: _____

If to Seller: c/o Christian Horizons
Attn: Kate Bertram, President and Shawn O’Conner, CRO
Two City Place Drive, 2nd Floor
St. Louis, Missouri 63141
Email: kbertram@chliving.org
sconner@hcmpllc.com

Copy to: Dentons US LLP
Attn: Thomas Vandiver
101 South Hanley, Suite 600
St. Louis, Missouri 63105
Email: thomas.vandiver@dentons.com

or to such other address as either Party may designate by notice to the other Parties.

Section 10.07 Assignment. Neither Party may assign its rights or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided that Buyer may assign this Agreement to one or more of its Affiliates without Seller’s consent but upon at least 5 days’ written notice. Any attempted assignment in violation of this section shall be deemed void and of no force or effect, and a non-curable breach of this Agreement. Buyer may take title to certain or all assets at Closing through a nominee.

Section 10.08 Successors and Assigns. This Agreement shall inure to the benefit of and bind the respective permitted successors and assigns of the Parties hereto. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the Parties to this Agreement or their respective successors or permitted assigns any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein, it being the intention of the Parties to this Agreement that the Agreement be for the sole and exclusive benefit of such Parties or such successors and assigns and not for the benefit of any other person. Notwithstanding the foregoing, the Parties expressly acknowledge the rights of and benefits accruing to the Bond Trustee hereunder.

Section 10.09 Governing Law; Venue. The validity and construction of this Agreement shall be governed by the laws of the State of Missouri without regard to the conflicts of law rules thereof. The Parties hereby consent to jurisdiction and venue in the Federal or State courts situated in St. Louis County, Missouri

including while the Chapter 11 cases are pending, the exclusive jurisdiction of the Bankruptcy Court, and hereby waive any objection to the jurisdiction of, or the venue of any action instituted in, such courts.

Section 10.10 Attorneys' Fees. If legal action is commenced to enforce this Agreement, each Party shall pay its own costs and attorneys' fees in connection with any such action.

Section 10.11 Severability. If any provision of this Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision, and, to this end, the provisions hereof are severable.

Section 10.12 Section Headings. The Section headings are for reference only and shall not limit or control the meaning of any provision of this Agreement.

Section 10.13 Waiver. No delay or omission on the part of any Party in exercising any right hereunder shall operate as a waiver of such right or any other right under this Agreement.

Section 10.14 Amendments. This Agreement may be amended, but only in a writing signed by all Parties hereto and subject to any requisite approval by the Bankruptcy Court.

Section 10.15 Exhibits and Schedules. All Exhibits and Schedules referred to in this Agreement are integral parts of this Agreement and are hereby incorporated into this Agreement as if fully set forth herein, and all statements appearing therein shall be deemed to be representations.

Section 10.16 Entire Agreement. This Agreement, the Exhibits and the Schedules delivered pursuant hereto constitute the entire contract between the Parties hereto pertaining to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether written or oral, of the Parties, and there are no representations, warranties or other agreements between the Parties in connection with the subject matter hereof or thereof, except as specifically set forth herein or therein. The Parties specifically acknowledge that in entering into and executing this Agreement, the Parties rely solely upon the representations and agreements contained in this Agreement, and all prior representations or agreements, whether written or verbal, not expressly incorporated herein are superseded.

Section 10.17 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall comprise one and the same instrument. Signature pages exchanged by email shall be fully binding on the Parties.

Section 10.18 WAIVER OF JURY TRIAL. BUYER, AND SELLER HEREBY WAIVE ANY RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM IN CONNECTION WITH ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY CONTRACT OR INSTRUMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, EVENTS LEADING UP TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES' PERFORMANCE OF THIS AGREEMENT, OR ANY CLAIM OF INJURY OR DAMAGE RELATING TO THE FOREGOING OR THE ENFORCEMENT OF ANY REMEDY HEREUNDER.

[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Asset Purchase Agreement as of the Execution Date.


REAL ESTATE BUYER:

Ocean Healthcare Services, LLC,
a New Jersey limited liability company

By: 
Eli Blech, Member

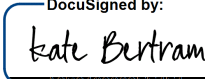
Operations Buyer:

Erez Senior Living, LLC,
an Iowa limited liability company

By: 
David Glenn, Member

SELLER:

RISEN SON CHRISTIAN VILLAGE,
an Iowa nonprofit corporation

By: 
A9B9169339EE4F4...
Kate Bertram
President and Chief Executive Officer

SPRING RIVER CHRISTIAN VILLAGE, INC.,
a Missouri nonprofit corporation


By: 
A9B9169339EE4F4...
Kate Bertram
President and Chief Executive Officer

Exhibit 3.02(a)

BILL OF SALE OF PERSONAL PROPERTY

This Bill of Sale is made and executed as of the ____ day of _____, 2024, by and between _____, a[n] [Illinois][Indiana][Iowa][Missouri] [not-for-profit][nonprofit] corporation] [limited liability company] (“**Seller**”) and _____, a[n] _____ (“**Buyer**”).

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of [____], 2024 by and between Seller and Buyer (the “**Purchase Agreement**”), Seller has agreed to sell to Buyer free and clear of all liens and encumbrances, except with respect to any lien or encumbrance arising out of or related to any liability of Seller assumed by Buyer pursuant to the Purchase Agreement, and Buyer has agreed to purchase from Seller, all of Seller’s right, title and interest in and to the Purchased Assets, as that term is defined in the Purchase Agreement, for the consideration in the amount and on the terms provided therein.

NOW THEREFORE, in consideration of the premises and of the mutual representations, warranties, covenants and agreements set forth herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Capitalized Terms.** All capitalized terms used and not otherwise defined in this Bill of Sale shall have the meanings ascribed to them in the Purchase Agreement.

2. **Sale and Transfer of Acquired Assets.** Seller hereby sells, assigns, transfers, conveys, grants and delivers to Buyer, free and clear of all liens and encumbrances, except with respect to any lien or encumbrance arising out of or related to any liability of Seller assumed by Buyer pursuant to the Purchase Agreement, all of Seller’s right, title and interest in and to the Purchased Assets, but only to the extent such Purchased Assets are to be transferred under the Purchase Agreement at Closing.

3. **Warranty of Ownership.** Seller warrants that Seller is the legal owner of the Purchased Assets and that the Purchased Assets are transferred free and clear of all liens and encumbrances, except with respect to any lien or encumbrance arising out of or related to any liability of Seller assumed by Buyer pursuant to the Purchase Agreement.

4. **Further Acts Required.** Seller covenants that at the request of Buyer it will promptly do or cause to be done all such further acts, and shall execute and deliver, or cause to be executed and delivered, all transfers, assignments and conveyances, evidences of title, notices, consents and assurances necessary or desirable to put Buyer in actual possession and control of the Purchased Assets, or as Buyer shall reasonably require to better assure and confirm title of Buyer to the Purchased Assets.

5. **Purchase Agreement.** Nothing in this Bill of Sale shall be deemed to supersede, enlarge or modify any of the provisions of the Purchase Agreement, all of which survive the execution and delivery of this Bill of Sale as provided and subject to the limitations set forth in the Purchase Agreement. If any conflict exists between the terms of this Bill of Sale and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

6. Notices. All notices or other communications or deliveries provided for under this bill of sale shall be given as provided in the Purchase Agreement.

7. Caption Headings and Construction of Agreement. The caption headings are used in this bill of sale only as a matter of convenience and for reference and do not define, limit or describe the scope of this bill of sale nor the intent of any provisions.

8. Applicable Law. This bill of sale is made and entered into in the State of [Illinois][Indiana][Iowa][Missouri] and shall be construed and enforced in accordance with the laws of such state.

9. Successors and Assigns. The provisions of this Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed under seal in its name as of the date first above written.

SELLER:

_____,
a[n] [Illinois][Indiana][Iowa][Missouri][not-for-profit][nonprofit]
corporation

By: _____
[Name]
[Title]

Exhibit 3.02(b)

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “**Agreement**”) is made and entered into as of the ____ day of _____, 2024 (the “**Effective Date**”), by and between by and between _____, a[n] [Illinois][Indiana][Iowa][Missouri] [not-for-profit][nonprofit] corporation] (hereinafter referred to as “**Assignor**”) and _____, a[n] _____ (hereinafter referred to as “**Assignee**”).

WHEREAS, pursuant to that certain Asset Purchase Agreement dated _____, 2024, (the “**Purchase Agreement**”) by and between Assignor and Assignee, Assignor is selling and conveying to Assignee certain of Assignor’s assets (the “**Assets**”) used in connection with Assignor’s operation of _____, a senior living community located in _____, [Illinois][Indiana][Iowa][Missouri] (the “**Facility**”);

WHEREAS, in connection with the sale, Assignor has agreed to assign to Assignee all of Assignor’s right, title and interest in and to executory contracts and certain intangible assets of Assignor used in connection with Assignor’s operation of the Facility (the “**Assignor’s Business**”), and Assignee has agreed to assume all of the duties and obligations of the Assignor with respect to such executory contracts and intangible assets arising from and after the date hereof; and

WHEREAS, also pursuant to the Purchase Agreement, Assignee has agreed to assume certain liabilities and obligations of Assignor to the extent expressly set forth therein (the “**Assumed Liabilities**”).

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) paid by Assignee to Assignor, the receipt of which is hereby acknowledged, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns to Assignee all of its right, title and interest in and to executory contracts identified in Exhibit “A” attached hereto and incorporated herein by this reference (the “**Executory Contracts**”), and further assigns and delegates to Assignee all of Assignor’s rights, duties, obligations and covenants contained in such Executory Contracts which arise and relate to the period after the date hereof.. Assignee hereby assumes and agrees to perform and discharge all duties, obligations and covenants contained in the Executory Contracts which arise and relate to the period after the date hereof.

2. Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in, to and under the following intangible property owned by Assignor and used in connection with Assignor’s Business (collectively, the “**Intangibles**”):

a. All licenses, permits, certifications, certificates of need, and accreditations held by Assignor relating to the ownership, development and operation of Assignor’s Business (including any applications and pending approvals), to the extent assignable (the “**Licenses**”);

b. All intellectual property used in the operation of Assignor's Business, facilities and properties (the "*Intellectual Property*"), including, but not limited to, the items listed on Exhibit "B" attached hereto and incorporated herein by this reference;

c. All paper and/or electronic resident records relating to Assignor's past and present residents of the Facility;

d. All manufacturers' and vendors' warranties relating to the Assets, to the extent transferable, and rights and claims that may be asserted by (but not against) Assignor related to the Assets;

e. All personnel records relating to employees of Assignor's Business who are hired by Assignee (to the extent such records are transferable under applicable law), equipment records, documents, catalogs, books, records, files, operating manuals, and other records relating to the Assets or the operation of the Facility (but excepting any documents or records relating to Assignor's tax returns and Assignor's internal corporate affairs); and

f. All goodwill associated with the Assets;

3. Assignee hereby assumes and agrees to perform all covenants, agreements and undertakings of Assignor, arising from and after the date hereof, under the Intangibles.

4. Assignee hereby agrees to indemnify, defend and hold harmless Assignor from any claim, cause of action, loss, damage or expense (including without limitation reasonable attorneys' fees and court costs) resulting from any breach by Assignee of its obligations under the Executory Contracts or the Intangibles or any claim of such breach arising out of or based on events from and after the Effective Date. Assignor hereby agrees to indemnify, defend and hold harmless Assignee from any claim, cause of action, loss, damage or expense (including without limitation reasonable attorneys' fees and court costs) resulting from any breach by Assignor of its obligations under the Executory Contracts or the Intangibles or any claim of such breach arising out of or based on events prior to the Effective Date.

5. Assignee hereby assumes and agrees to be personally liable for all liabilities and obligations arising under the Executory Contracts from and after the Effective Date.

Any creditor of Assignee with respect to the Assumed Liabilities may enforce its rights against Assignor directly, without any obligation to proceed against Assignee.

6. This Agreement may be executed in one or more counterparts, and by electronically transmitted signature, and each counterpart and signature shall be deemed to be an original and all of which together shall constitute one agreement that is binding on all parties.

[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption Agreement as of the day and year first above written.

ASSIGNOR:

_____,
a[n] [Illinois][Indiana][Iowa][Missouri][not-for-profit][nonprofit] corporation

By: _____
[Name], [Title]

ASSIGNEE:

_____,
a[n] _____

By: _____
[Name], [Title]

Exhibit 3.02(c)

FORM OF DEED

[Attached.]

[SPACE ABOVE THIS LINE IS FOR RECORDING INFORMATION]

_____,
a[n] [not-for-profit][nonprofit]

to

_____,
a[n] [Illinois][Indiana][Iowa][Missouri]

QUIT CLAIM DEED

Dated: As of [____], 2024

Location:

County:

UPON RECORDATION RETURN TO:

Dentons US LLP
101 S. Hanley, Suite 600
St. Louis, Missouri 63105
Attention: Thomas K. Vandiver

QUIT CLAIM DEED

This Quit Claim Deed, made this ____ day of _____, 2024, _____, a[n] [Illinois][Indiana][Iowa][Missouri] [not-for-profit][nonprofit] corporation], (“Grantor”), and _____, a[n] _____ (“Grantee”), WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, by Grantee, the receipt of which is hereby acknowledged, by these presents does REMISE, RELEASE, ALIENATE AND CONVEY unto the Grantee, FOREVER, all the following described real estate, situated in the County of _____ and State of [Illinois][Indiana][Iowa][Missouri], known and described as follows, to wit (the “Premises”):

See Schedule 1 attached hereto and made a part hereof, together with all improvements and fixtures located thereon and owned by Grantor as of the date hereof and any rights, privileges and appurtenances pertaining thereto.

TO HAVE AND TO HOLD the said Premises as described above, with the appurtenances unto the Grantee, forever.

This is a Quit Claim Deed. Grantor makes no representations whatsoever, express or implied, regarding the Premises, this Deed or any other matters.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, Grantor executed this Quit Claim Deed the day and year first above written.

GRANTOR:

_____,
a[n] [Illinois][Indiana][Iowa][Missouri] [not-for-profit][nonprofit]

By: _____
[Name], [Title]

STATE OF _____)

)

COUNTY OF _____)

On _____, 2024, before me, the undersigned, a notary public in and for said State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

_____, Notary Public

Printed Name: _____

My Commission Expires:

Send Subsequent Tax Bills to:

I affirm under penalties of perjury, that I have taken reasonable care to redact each social security number in this document unless required by law. This instrument is prepared by _____. [NTD: this

clause is only required for recordation in Indiana; confirm form of Quit Claim Deed with local title company]

SCHEDULE 1 TO QUIT CLAIM DEED
LEGAL DESCRIPTION

[To be inserted.]

Schedule 1

Facilities to be Purchased

Community Name	Address	State
Risen Son Christian Village	3000 Risen Son Blvd, Council Bluffs, IA 51503	IA
Spring River Christian Village, Inc.	201 S. Northpark Ln, Joplin, MO 64801	MO

Schedule 2.01(a) to Asset Purchase Agreement

DESCRIPTION OF REAL PROPERTY

[To be inserted.]

EXHIBIT "A"
Legal Description

Spring River – Jasper County, Missouri

The Land is described as follows:

Tract 1:

All of East Half (E1/2) of the Northeast Quarter (NE1/4) of the Southwest Fractional Quarter (SWFrct1/4) of Section 6, Township 27, Range 32, in the City of Joplin, Jasper County, Missouri.

Tract 2:

All of that land lying Southwest of the center line of Turkey Creek in the Southwest Quarter (SW1/4) of the Northeast Fractional Quarter (NEFrct1/4) of Section 6, Township 27, Range 32, in the City of Joplin, Jasper County, Missouri.

Tract 3:

All that part of Lot Numbered One (1) in the Northwest Fractional Quarter (NWFrct1/4) in Section 6, Township 27, Range 32, in the City of Joplin, Jasper County, Missouri, described as follows: Commencing at the Southeast corner of the Northwest Quarter of said Section 6, thence South 89°57'34" West along the South line of the Northwest Quarter 85.0 feet to the point of beginning, thence South 89°57'34" West 541.47 feet, thence North 0°03'44" West 226.58 feet, thence North 89°57'35" East 626.42 feet, more or less, to the East line of the Northwest Quarter, thence South 0°04'26" East 141.58 feet, thence South 44°56'34" West 120.17 feet to the point of beginning.

Tract 4:

Beginning at the Southeast corner of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section 6, Township 27, Range 32, thence North 85 feet, thence South 45° West to a point of intersection of the South line of said Quarter, thence East along said Quarter Section line 85 feet to the point of beginning, being in the City of Joplin, Jasper County, Missouri.

EXHIBIT "A"
Legal Description

Risen Son – Pottawattamie County, Iowa

PARCEL 1:

Tract I

A tract of land located in part of Lot 4, Auditor's Subdivision of part of the South Half of the Southwest Quarter of Section 4, and part of the North Half of the Northwest Quarter of Section 9, all located in Township 74 North, Range 43 West, 5th Principal Meridian, Pottawattamie County, Iowa, more fully described as follows:

Commencing at the Southwest corner of said North Half of the Northwest Quarter of Section 9; thence along the West line of said Lot 4, North 00 degrees 44 minutes 59 seconds East 450 feet to the point of beginning; thence South 89 degrees 15 minutes 01 seconds East, 170.00 feet; thence North 59 degrees 16 minutes 56 seconds East, 297.43 feet; thence South 44 degrees 25 minutes 31 seconds East, 360.00 feet; thence South 89 degrees 43 minutes 48 seconds East, 400.10 feet; thence North 25 degrees 05 minutes 23 seconds East, 292.80 feet; thence North 36 degrees 29 minutes 09 seconds West a distance of 144.80 feet; thence North 88 degrees 07 minutes 17 seconds West, a distance of 115.72 feet; thence North 01 degree 54 minutes 25 seconds East, a distance of 184.53 feet; thence North 46 degrees 16 minutes 23 seconds East, a distance of 274.61 feet to a point on the East line of said Lot 4; thence North 00 degrees 19 minutes 37 seconds East along said East line a distance of 22.22 feet to a point on the Southerly right of way line of a frontage road lying South of the centerline of Iowa Highway No. 92; thence along said Southerly right of way line the following bearings and distances: North 87 degrees 57 minutes 26 seconds West, 62.48 feet; North 68 degrees 42 minutes 09 seconds West, 147.43 feet; North 44 degrees 20 minutes 29 seconds West, 113.63 feet; South 88 degrees 12 minutes 21 seconds West, 259.33 feet; South 41 degrees 55 minutes 53 seconds West, 138.00 feet, North 86 degrees 32 minutes 03 seconds West, 179.58 feet, South 38 degrees 03 minutes 22 seconds West, a distance of 570.40 feet; thence North 58 degrees 56 minutes 29 seconds West, a distance of 46.20 feet to a point on the West line of said Lot 4; thence South 00 degrees 44 minutes 59 seconds West along said West line of Lot 4 a distance of 284.40 feet to the point of beginning.

NOTE: The South line of the North Half of the Northwest Quarter of said Section 9 is assumed to bear South 89 degrees 43 minutes 48 seconds East for this description.

EXCEPTING THEREFROM THE FOLLOWING:

Legal description for Risen Son Christian Village exception parcel for proposed site of medical clinic:

A parcel of land located within Risen Son complex located in part of Lot 4, Auditor's Subdivision of part of the South Half of the Southwest Quarter of Section 4 and part of the North Half of the Northwest Quarter of Section 9, all in Township 74 North, Range 43 West, 5th Principal Meridian, Pottawattamie County, Iowa, described as follows:

Commencing at the Southwest corner of said North Half of the Northwest Quarter of Section 9, Township 74 North, Range 43 West; thence along the South line of said Lot 4, South 89 degrees 43 minutes 48 seconds East, 922.02 feet; thence North 25 degrees 05 minutes 23 seconds East, 673.78 feet; thence North 36 degrees 29 minutes 09 seconds West, 144.80 feet; thence North 88 degrees 07 minutes 17 seconds West, 115.72 feet; thence North 1 degree 54 minutes 25 seconds East, 184.53 feet; thence North 46 degrees 16 minutes 23 seconds East, 52.00 feet to the point of beginning; thence North 90 degrees 00 minutes West, 113.55 feet; thence North 19 degrees 09 minutes 33 seconds West, 46.39 feet; thence North 23 degrees 23 minutes 06 seconds West, 30.81 feet; thence North 35 degrees 26 minutes 24 seconds West, 63.25 feet; thence North 31 degrees 02 minutes 43 seconds East, 180.85 feet to the Southerly right

of way of a frontage road along Iowa Highway No. 92; thence along said right of way South 44 degrees 20 minutes 29 seconds East, 65.29 feet; thence continue along said right of way South 68 degrees 42 minutes 09 seconds East, 147.43 feet; thence continue along said right of way South 87 degrees 57 minutes 26 seconds East, 62.48 feet; thence departing said right of way South 0 degrees 19 minutes 37 seconds West, 22.22 feet; thence South 46 degrees 16 minutes 23 seconds West, 222.61 feet to the point of beginning. Said parcel exclusive of any public right of way.

NOTE: Bearings are based upon recorded boundary plat recorded in Book 85, Page 15851.

AND

Tract II

A tract of land located in part of Lot 4, Auditor's Subdivision of part of the South Half of the Southwest Quarter of Section 4, and part of the North Half of the Northwest Quarter of Section 9, all located in Township 74 North, Range 43 West, 5th Principal Meridian, Pottawattamie County, Iowa, more fully described as follows:

Commencing at the Southwest corner of said North Half of the Northwest Quarter of Section 9 and point of beginning; thence South 89 degrees 43 minutes 48 seconds East along the South line of said Lot 4 a distance of 922.02 feet; thence North 25 degrees 05 minutes 23 seconds East a distance of 380.98 feet; thence North 89 degrees 43 minutes 48 seconds West, 400.10 feet; thence North 44 degrees 25 minutes 31 seconds West, 360.00 feet; thence South 59 degrees 16 minutes 56 seconds West, 297.43 feet; thence North 89 degrees 15 minutes 01 second West, 170.00 feet to a point on the West line of said Lot 4; thence South 00 degrees 44 minutes 59 seconds West along said West line of Lot 4 a distance of 450.00 feet to the point of beginning.

NOTE: The South line of the North Half of the Northwest Quarter of said Section 9 is assumed to bear South 89 degrees 43 minutes 48 seconds East for this description.

AND

Tract III

A parcel of land located within Risen Son complex located in part of Lot 4, Auditor's Subdivision of part of the South Half of the Southwest Quarter of Section 4, and part of the North Half of the Northwest Quarter of Section 9, all in Township 74 North, Range 43 West, 5th Principal Meridian, Pottawattamie County, Iowa, described as follows:

Commencing at the Southwest corner of said North Half of the Northwest Quarter of Section 9, Township 74 North, Range 43 West; thence along the South line of said Lot 4, South 89 degrees 43 minutes 48 seconds East, 922.02 feet; thence North 25 degrees 05 minutes 23 seconds East, 673.78 feet; thence North 36 degrees 29 minutes 09 seconds West, 144.80 feet; thence North 88 degrees 07 minutes 17 seconds West, 115.72 feet; thence North 1 degree 54 minutes 25 seconds East, 184.53 feet; thence North 46 degrees 16 minutes 23 seconds East, 52.00 feet to the point of beginning; thence North 90 degrees 00 minutes 00 seconds West, 113.55 feet; thence North 19 degrees 09 minutes 33 seconds West, 46.39 feet; thence North 23 degrees 23 minutes 06 seconds West, 30.81 feet; thence North 35 degrees 26 minutes 24 seconds West, 63.25 feet; thence North 31 degrees 02 minutes 43 seconds East, 180.85 feet to the Southerly right of way of a frontage road along Iowa Highway No. 92; thence along said right of way South 44 degrees 20 minutes 29 seconds East, 65.29 feet; thence continue along said right of way South 68 degrees 42 minutes 09 seconds East, 147.43 feet; thence continue along said right of way South 87 degrees 57 minutes 26 seconds East, 62.48 feet; thence departing said right of way South 0 degrees 19 minutes 37 seconds West, 22.22 feet; thence South 46 degrees 16 minutes 23 seconds West, 222.61 feet to the point of beginning. Said parcel exclusive of any public right of way.

NOTE: Bearings are based upon recorded boundary plat recorded in Book 85, Page 15851.

Pottawattamie County, Iowa

PARCEL 2:

Part of the Southeast Quarter of the Northeast Quarter and part of the Northeast Quarter of the Northeast Quarter of Section 8, Township 74 North, Range 43 West, 5th Principal Meridian, Pottawattamie County, Iowa, described as follows:

Beginning at the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 8, Township 74 North, Range 43 West; thence along the East line of the Southeast Quarter of the Northeast Quarter South 00 degrees 08 minutes 39 seconds East, 839.09 feet to the intersection of an East-West fence; thence along said fence South 88 degrees 11 minutes 21 seconds West, 497.48 feet to an angle point in said fence; thence continuing along said fence and the prolongation thereof, South 89 degrees 10 minutes 10 seconds West, 840.73 feet to the West line of the Southeast Quarter of the Northeast Quarter; thence along said line North 00 degrees 11 minutes 38 seconds West, 845.04 feet to the Northwest corner of the Southeast Quarter of the Northeast Quarter; thence North 00 degrees 10 minutes 02 seconds East, 194.66 feet; thence along Iowa D.O.T. R.O.W North 63 degrees 11 minutes 27 seconds East, 102.98 feet; thence continue along said R.O.W. North 3 degrees 19 minutes 23 seconds East, 263.25 feet; thence departing said R.O.W. North 84 degrees 12 minutes 08 seconds East, 284.71 feet; thence along Maguire Subdivision North 88 degrees 42 minutes 37 seconds East, 658.51 feet; thence continue along Maguire Subdivision the following courses: North 16 degrees 34 minutes 09 seconds East, 137.19 feet; North 55 degrees 23 minutes 58 seconds East 212.02 feet; thence South 59 degrees 47 minutes 18 seconds East, 84.63 feet to the East line of the Northeast Quarter of the Northeast Quarter; thence along said line South 00 degrees 11 minutes 43 seconds East, 734.85 feet to the point of beginning.

NOTE: Bearings are assumed: The South line of the Northeast Quarter is assumed to bear North 89 degrees 01 minutes 54 seconds East.

Pottawattamie County, Iowa

Schedule 2.01(g) to Asset Purchase Agreement

INTELLECTUAL PROPERTY

Schedule 2.01(g)
Intellectual Property

Facility Name	Intellectual Property?
Risen Son Christian Village	None
Spring River Christian Village, Inc.	None

Schedule 2.02(b) to Asset Purchase Agreement

PREPAID EXPENSES AND CREDITS RELATED TO ASSUMED LIABILITIES

[To be inserted.]

Schedule 2.02(b)

Prepaid Expenses and Credits Related to Assumed Liabilities

Community Name	Description	8/31/24 Balance Preapid Expenses
Risen Son Christian Village	Vendor Expenses	17,498.37
Spring River Christian Village, Inc.	Vendor Expenses	16,825.78
Risen Son Christian Village	Insurance	949.43
Spring River Christian Village, Inc.	Insurance	38,485.56

Schedule 2.02(d) to Asset Purchase Agreement

DEPOSIT ACCOUNTS

Schedule 2.02(d)

Deposit Accounts

Community	Bank	Account Name	Account Number
Risen Son Christian Village	Old National Bank	Risen Son Christian Village Deposit	8100444507
Spring River Christian Village, Inc.	Old National Bank	Spring River Christian Village Deposit	8100444481
Spring River Christian Village, Inc.	Mid-Missouri Bank	Spring River Auxiliary	741114208
Spring River Christian Village, Inc.	Southwest Missouri Bank	Spring River Christian Village Resident Fund	2009995767
Risen Son Christian Village	American National Bank	Risen Son Christian Village Auxiliary	580627
Risen Son Christian Village	American National Bank	Risen Son Christian Village Resident Trust	580613

Schedule 2.03(d) to Asset Purchase Agreement

LIABILITIES

Schedule 2.03(d)
Assumed Liabilities

Community	Refundable Entrance Fees	Mortgage	PTO Credit (9/30)	1 Year PTO	Net Assumed Liabilities
Risen Son Christian Village	2,786,259.03	-	25,326.97	122,091	2,908,349.61
Spring River Christian Village, Inc.	647,984.54	-	3,738.14	54,882	702,866.63
Total	3,434,244	-	29,065	176,973	3,611,216

Schedule 2.07 to Asset Purchase Agreement

ALLOCATION

Risen Son \$350,000.00

Spring River \$500,000.00

Schedule 4.05 to Asset Purchase Agreement

MATERIAL CONTRACTS

[To be inserted.]

OTHER - Multiple Entities	Addendum to Service Agreement	Agreement / Contract	7/29/2016							On Hold:32
Spring River Christian Village, Inc.	Customer Order Form	Order Form	12/27/2023	12/27/2023		Yes	36 months	1 year		Uniguest, Inc.
Risen Son Christian Village	Advertising Agreement	Agreement / Contract		7/25/2021	10/10/2021					The Council Bluffs Daily Nonpareil
Risen Son Christian Village	The Commercial Lease Agreement	Lease (Real Property)	4/15/2012	4/15/2012	6/30/2013				3000 Risen Son Blvd Counsel Bluffs, IA 51503	Cana Jawlah
Risen Son Christian Village	Natural Gas Sales Agreement	Agreement / Contract	9/2/2011	10/1/2011		Yes	1 year	1 year		Seminole Energy Services, L.L.C.
Risen Son Christian Village	Natural Gas Sales Agreement	Agreement / Contract	9/2/2011	10/1/2011		Yes	1 year	1 year		Seminole Energy Services, L.L.C.
Spring River Christian Village, Inc.	Transportation Contract	Agreement / Contract		9/14/2015						Caring Mobility Transport LLC
OTHER - Multiple Entities	Attachment to Account Application	Agreement / Contract	1/24/2020							Gordon Food Service
Spring River Christian Village, Inc.	Food Service Equipment Lease Agreement	Lease				Yes	12 months	12 months		Gordon Food Service, Inc.
Spring River Christian Village, Inc.	Food Service Equipment Lease Agreement	Lease				Yes	12 months	12 months		Gordon Food Service, Inc.
Spring River Christian Village, Inc.	Lawn Renewal Care Proposal	Proposal				No				TruGreen
Spring River Christian Village, Inc.	Service Agreement	Agreement / Contract		4/2/2018	4/1/2021	No				Waste Corporation of Missouri, LLC
Spring River Christian Village, Inc.	Sales and Use Tax Agreement - Certificate of Exemption	Agreement / Contract								Ronnoco Coffee, LLC
Risen Son Christian Village	Facility Services Agreement - Product Participation and Signature sheet	Agreement / Contract		1/1/2018		Yes	1 year	1 year		Aetna Health of Iowa Inc.
Spring River Christian Village, Inc.	Subscription Agreement	Agreement / Contract		3/8/2024						Mitsubishi HC Capital America
Spring River Christian Village, Inc.	Subscription Agreement	Agreement / Contract		3/8/2024						RetirementHomeTV Corporation
Spring River Christian Village, Inc.	MailFinance Lease Agreement	Lease								Neopost
Spring River Christian Village, Inc.	MailFinance Lease Agreement	Lease								Neopost
Risen Son Christian Village	Proposal and Service Agreement	Agreement / Contract	12/19/2019							Johnson Controls Fire Protection LP
Risen Son Christian Village	Outsourcing Therapy Services Agreement	Agreement / Contract		1/1/2024		Yes	2 Years	1 Year		AEGIS Therapies, Inc.
Spring River Christian Village, Inc.	Wellness Services Agreement	Agreement / Contract		1/1/2024		Yes	1 year	1 year		AEGIS Therapies, Inc.
Risen Son Christian Village	Nursing Facility Lab Services Agreement	Agreement / Contract	7/19/2019			Yes	1 Year	1 Year		Bergan Mercy Health System d/b/a CHI Health Laboratory
Risen Son Christian Village	Hospital Services Agreement	Agreement / Contract		7/1/2023		Yes	1 year	1 year		Molina Healthcare of Iowa
Spring River Christian Village, Inc.	Bronze Service Agreement	Agreement / Contract	2/1/2024			Yes	60 months	60 months		TK Elevator Corporation
Spring River Christian Village, Inc.	Bronze Service Agreement	Agreement / Contract	2/1/2024	3/1/2024		Yes	60 months	60 months		TK Elevator Corporation
Spring River Christian Village, Inc.	Quote	Quote	3/19/2024							3D Lawn & Landscape
Risen Son Christian Village	Agreement for Network Affiliation and Network Services	Agreement / Contract	11/30/2015	11/30/2015	11/29/2016					Management and Network Services, LLC
Spring River Christian Village, Inc.	MailFinance Lease Agreement	Lease								MailFinance Inc.
Spring River Christian Village, Inc.	MailFinance Lease Agreement	Lease								MailFinance Inc.
Spring River Christian Village, Inc.	Service Agreement	Agreement / Contract	10/10/2023	10/10/2023		Yes	90 days	1 month		COC Consulting, LLC
Spring River Christian Village, Inc.	Business Associate Agreement	Agreement / Contract	9/5/2013	9/5/2013						Three Rivers Hospice

Schedule 4.07 to Asset Purchase Agreement

PERMITS AND REGULATORY APPROVALS

Schedule 4.07
 Permits and Regulatory Approvals

State	Licensee	License	Licensing Department	License No.	Effective Date	Expiration Date
Iowa	Risen Son Christian Village Inc. d/b/a Risen Son Christian Village AL	Assisted Living Program	Iowa Department of Inspections and Appeals	S0475	9/18/2024	9/18/2025
Iowa	Christian Homes, Inc. d/b/a Risen Son Christian Village	Assisted Living Program Certificate, Dedicated Dementia Specific Assisted Living Program	Iowa Department of Inspections and Appeals	S0200	11/12/2022	11/12/2024
Iowa	Risen Son Christian Village	License to operate a Nursing Facility	Iowa Department of Inspections and Appeals	780641	10/15/2022	N/A
Iowa	Risen Son Christine Village	License to operate a Nursing Facility	Iowa Department of Inspections and Appeals	780641	10/15/2023	N/A
Missouri	Spring River Christian Village	License to Operate an Assisted Living Facility	Missouri Department of Health and Senior Services, Division of Regulation and L	51802	5/6/2024	5/5/2026
	Risen Son Christian Village	Medicare	Department of Health & Human Services	16-5466	5/23/2008	N/A
Iowa	Risen Son Christian Village	Iowa Medicaid	Iowa Department of Human Services		8/30/1999	
Missouri	Spring River Christian Village	Missouri Medicaid	Missouri HealthNet			

Schedule 4.08 to Asset Purchase Agreement

LITIGATION PROCEEDINGS

[To be inserted.]

Schedule 4.08
Litigation Proceedings

Company	Community	Case Title	Type of Claim
Risen Son Christian Village	Risen Son	Denise Merkley, Individually and as Administrator of Estate of Bonnie Hiatt vs. Risen Son Christian Village; Christian Horizons Living LLC d/b/a Christian Horizons; Midwest Christian Villages, Inc; and Christian Homes, Inc.	PLGL
Risen Son Christian Village	Risen Son	Cynthia Compton, Individually and as Administrator of the Estate of Mary Kathryn Rieber and Gordon Rieber, Individually vs. Risen Son Christian Village and Christian Horizons Living LLC d/b/a Christian Horizons	PLGL
Spring River Christian Village, Inc.	Spring River	DONNA HOUP, as the surviving child of decedent, CAROLYN HOUP, 18110 Sunny Top Ct, Wildwood, MO 63038 v SPRING RIVER CHRITIAN VILLAGE, INC.	PLGL

Schedule 4.11 to Asset Purchase Agreement

EMPLOYEE RELATIONS

[Redacted Confidential Information]

Schedule 4.12 to Asset Purchase Agreement

INSURANCE POLICIES

Schedule 4.12
Insurance Policies

Policy Type	Carrier	Policy No.	Inception	Expiration
Auto	Philadelphia Indemnity Ins Company	PHPK2683413	5/1/2024	5/1/2025
Property	Travelers Indemnity Company	KTKCMB8K5402962	5/1/2024	5/1/2025
Workers' Compensation	Accident Fund Insurance Co. of America	UHWCP100090478	3/1/2024	3/1/2025
GLPL	Caring Communities	CCRRRG-0067-24	1/1/2024	1/1/2025
Cyber Liability	Travelers Excess and Surplus Lines Co.	CYB10801084700	5/1/2024	5/1/2025
Pollution	Ascot Specialty Insurance Company	ENPM24100012820	5/1/2024	5/1/2025
D&O/Fiduciary/EPL	Ironshore Specialty Insurance Company	DO6CAC2MCO001	7/1/2024	6/30/2025
Crime	Ironshore Specialty Insurance Company	FI4NAC2MQS001	6/30/2024	6/30/2025
Excess D&O/Fiduciary/EPL	Hudson Excess Insurance Company	HE-0303-11718	6/30/2024	6/30/2025
Excess D&O/Fiduciary/EPL	Ascot Insurance Company	MLXS2410001605-1	6/30/2024	6/30/2025

Schedule 4.22 to Asset Purchase Agreement

COST REPORTS

None.

Schedule 4.23 to Asset Purchase Agreement

LICENSED BEDS

**Schedule 4.23
 Licensed Beds**

<u>Community Name</u>	<u>Total Units</u>	<u>Skilled Nursing Total SNF LicBeds</u>	<u>Assisted Living Total AL Units</u>	<u>Independent Living Total IL Units</u>	<u>Medicare only</u>	<u>Medicare/Medicaid</u>
Risen Son Christian Village	247	102	49	96	102	4
Spring River Christian Village, Inc.	142	-	90	52	NA	NA

Schedule 4.24 to Asset Purchase Agreement

MEDICARE AND MEDICAID

Schedule 4.12
Insurance Policies

Policy Type	Carrier	Policy No.	Inception	Expiration
Auto	Philadelphia Indemnity Ins Company	PHPK2683413	5/1/2024	5/1/2025
Property	Travelers Indemnity Company	KTKCMB8K5402962	5/1/2024	5/1/2025
Workers' Compensation	Accident Fund Insurance Co. of America	UHWCP100090478	3/1/2024	3/1/2025
GLPL	Caring Communities	CCRRRG-0067-24	1/1/2024	1/1/2025
Cyber Liability	Travelers Excess and Surplus Lines Co.	CYB10801084700	5/1/2024	5/1/2025
Pollution	Ascot Specialty Insurance Company	ENPM24100012820	5/1/2024	5/1/2025
D&O/Fiduciary/EPL	Ironshore Specialty Insurance Company	DO6CAC2MCO001	7/1/2024	6/30/2025
Crime	Ironshore Specialty Insurance Company	FI4NAC2MQS001	6/30/2024	6/30/2025
Excess D&O/Fiduciary/EPL	Hudson Excess Insurance Company	HE-0303-11718	6/30/2024	6/30/2025
Excess D&O/Fiduciary/EPL	Ascot Insurance Company	MLXS2410001605-1	6/30/2024	6/30/2025

Schedule 4.24

Medicare & Medicaid

Reimbursement \$ in Review

Code	Name To Be Used On Contracts	NPI	MCD #	Medicare # (MRA)
RSCV	Risen Son Christian Village	1134149529	0808592	165466
SRCV	Spring River Christian Village, Inc.	1891872974 AL	262515802 AL	265617
		1568480275 SNF	102515806 SNF	

Medicare Credits	State Audit
-	32,279.00
-	-

Schedule 6.05(d) to Asset Purchase Agreement

ASSUMED CONTRACTS AND REJECTED CONTRACTS

[Under Review]

EXHIBIT D-2

Redline of the Iowa/Missouri Stalking Horse APA against the Baseline APA

ASSET PURCHASE AGREEMENT

by and among

~~{identify seller entities}~~

Risen Son Christian Village and Spring River Christian Village, Inc.,
each, as a Seller, and collectively, Sellers

~~and~~ And

_____, as ~~Buyer~~

Ocean Healthcare Services, LLC, as Real Estate Buyer, and
Erez Senior Living, LLC as Operations Buyer , and collectively, Buyer

dated as of ~~September~~ October 8, 2024

EXHIBITS LIST

Exhibit 3.02(a) - Bill Of Sale Of Personal Property

Exhibit 3.02(b) - Assignment and Assumption Agreement

Exhibit 3.02(c) - Form of Quit Claim Deed

Exhibit 7.01(b) – Form of Sale Order

DISCLOSURE SCHEDULES

Schedule 1 to Asset Purchase Agreement – Facilities to be Purchased

Schedule 2.01(a) to Asset Purchase Agreement - Description Of Real Property

Schedule 2.01(~~d~~g) to Asset Purchase Agreement – ~~Contracts~~Intellectual Property

Schedule ~~2.01~~2.02(~~f~~b) to Asset Purchase Agreement – ~~Intellectual Property~~Prepaid Expenses and Credits
Related to Assumed Liabilities

Schedule ~~2.07~~2.02(d) to Asset Purchase Agreement – ~~Allocation~~Deposit Accounts

Schedule ~~4.02~~2.03(d) to Asset Purchase Agreement – ~~Contract Violations~~Liabilities

Schedule ~~4.08~~2.07 to Asset Purchase Agreement – ~~Litigation Proceedings~~Allocation

Schedule ~~4.10~~(~~b~~)4.05 to Asset Purchase Agreement – ~~Governmental Notices~~Material Contracts

Schedule ~~4.12~~4.07 to Asset Purchase Agreement – ~~Employees~~Permits and Regulatory Approvals

Schedule ~~6.01~~4.08 to Asset Purchase Agreement – ~~Regulatory Approvals~~Litigation Proceedings

Schedule ~~6.02~~4.11 to Asset Purchase Agreement – ~~Third Party Consents~~Employee Relations

Schedule 4.12 to Asset Purchase Agreement – Insurance Policies

Schedule ~~7.01~~6.05(ed) to Asset Purchase Agreement – ~~Material Consents~~Assumed Contracts and Rejected
Contracts

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this “*Agreement*”) is made and entered into effective as of ~~September~~ October 8, 2024 (the “*Execution Date*”) by and among the undersigned seller entities (individually a “*Seller*” and collectively, the Sellers) and _____, a[n] _____ (~~“*Buyer*”~~ Ocean Healthcare Services, a[n] NJ LLC (“*Real Estate Buyer*”) on behalf of entity to be formed, and Erez Senior Living, LLC, a Iowa LLC (“*Operations Buyer*”) on behalf of entity to be formed (collectively herein referred to as *Buyer*). Buyer and Seller are sometimes referred to herein individually as a “*Party*” and collectively as the “*Parties*.”

RECITALS:

A. Each Seller owns and operates a senior living community or other business as set forth on **Schedule 1** hereto (individually, a “*Facility*” and collectively, the “*Facilities*”).

B. On July 9~~16~~, 2024 (the “*Petition Date*”), the Sellers and certain of their Affiliates each filed a voluntary petition for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.* (the “*Bankruptcy Code*”) in the United States Bankruptcy Court for the Eastern District of Missouri (the “*Bankruptcy Court*”), commencing jointly administered bankruptcy cases captioned *In re Midwest Christian Villages, Inc., et al.*, under lead case number 24-42473-659 (the “*Bankruptcy Case*”).

C. The Sellers and their co-debtor Affiliates in the Bankruptcy Case continue to own and operate the Facilities during the pendency of the Bankruptcy Case as debtors in possession under and pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

D. Upon the terms and subject to the conditions set forth in this Agreement, and as may be authorized under Sections 105, 363 and 365 of the Bankruptcy Code, each Seller wishes to sell to Buyer, and Buyer wishes to purchase from the Sellers all of the Purchased Assets (as hereinafter defined), and Buyer is willing to assume all of the Assumed Liabilities (as hereinafter defined), relating to or used in connection with the Facilities. Notwithstanding anything contained herein, Buyer shall assign Purchased Assets and Assumed Liabilities to one of the purchasing entities before closing. Determination of which Purchased Assets and which Assumed Liabilities are to be assigned to Real Estate Buyer and which to Operations Buyer are to be delineated in a schedule by Buyer before closing.

E. The transactions contemplated by this Agreement are subject to the approval of the Bankruptcy Court and will be consummated pursuant to and in accordance with the Bid and Sale Procedures Order and a Sale Order (each as defined below) entered by the Bankruptcy Court pursuant to Sections 105(a), 363, 365 and other applicable provisions of the Bankruptcy Code.

F. In connection with this Agreement, Seller and Operations Buyer shall enter into an Operations Transfer Agreement (the “*OTA*”), which shall set forth further terms for the transition of the operations of the Facilities to Operations Buyer.

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

ARTICLE I DEFINITIONS

Unless the context otherwise clearly and unambiguously requires, capitalized terms shall have the meanings prescribed to them herein.

"Accrued PTO" shall have the meaning set forth in Section 8.01(c).

"Action" means any claim, action, cause of action, demand, lawsuit, arbitration, notice of violation, proceeding, litigation, citations, summons or subpoena, whether civil, criminal, administrative, regulatory, or otherwise, and whether at law or in equity.

"Affiliate" means, as to the entity in question, any entity that directly or indirectly controls, is controlled by or is under common control with, the entity in question and the term "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity whether through ownership of voting securities, by contract or otherwise.

"Alternative Transaction" shall have the meaning set forth in Section 9.01(a).

"Assignment and Assumption Agreements" shall have the meaning set forth in Section ~~3.02~~3.02(b).

"Assumed Contracts" shall have the meaning set forth in Section ~~2.01~~6.05(d)(i).

"Assumed Liabilities" shall have the meaning set forth in Section 2.03.

"Bankruptcy Case" shall have the meaning set forth in the Recitals.

"Bankruptcy Code" shall have the meaning set forth in the Recitals.

"Bankruptcy Court" shall have the meaning set forth in the Recitals.

"Bankruptcy Rules" means the Bankruptcy Rules of Civil Procedure and any local or other rules that applicable to the Bankruptcy Court.

"Bid and Sale Procedures" has the meaning specified in the Bid and Sale Procedures Order.

"Bid and Sale Procedures Order" means the Order of the Bankruptcy Court (including all schedules thereto) approving the Bid and Sale Procedures entered on July 29, 2024 [Dkt. No. 102], including those procedures granting Buyer the protections and benefits set forth in such Order.

“**Bills of Sale**” shall have the meaning set forth in Section 3.02(a) hereof and substantially in the form set forth in Exhibit 3.02(a) hereto.

“**Bond Trustee**” means UMB Bank, N.A., not individually, but solely in its capacities as successor master trustee and successor bond trustee with respect to certain obligations and bonds issued by or for the benefit of certain of the Sellers and/or their Affiliates that are members of the Obligated Group formed under and pursuant to that certain Master Indenture, dated as of June 1, 2007 (as amended or supplemented from time to time), among such Obligated Group and UMB Bank, N.A., as successor master trustee.

“**Break-Up Fee**” shall have the meaning set forth in Section 9.01(a)(iv).

“**Business**” means Seller’s use and operation of the Purchased Assets at the applicable Facility as a senior living community [or as applicable, a pharmacy].

“**Business Day**” means any day except Saturday, Sunday or any other day on which commercial banks located in New York, New York or St. Louis, Missouri are authorized or required by Law to be closed for business.

“**Buyer**” shall have the meaning set forth in the Preamble.

“**Buyer Closing Certificate**” shall have the meaning set forth in Section 3.02(d).

“**Casualty Loss**” shall have the meaning set forth in Section 6.08.

“**Casualty Notice**” shall have the meaning set forth in Section 6.08.

“**Claims**” means, with respect to the period prior to the Closing Date, any right to payment from Sellers, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, legal, equitable, secured or unsecured, known or unknown; or any right to an equitable remedy for breach of performance if such breach gives rise to a right of payment from Sellers, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

“**Closing**” shall have the meaning set forth in Section 3.01.

“**Closing Date**” shall have the meaning set forth in Section 3.01.

“**Closing Statement**” shall have the meaning set forth in Section 3.02(g).

“**Conditions Satisfaction Deadline**” shall have the meaning set forth in Section 9.01(a).

“**Consents**” shall have the meaning set forth in Section 6.02.

“**Contracts**” means all contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments, and legally binding arrangements, whether written or oral.

“**Cure Amount**” means the amount determined in an order of the Bankruptcy Court required to be paid to have an Assumed Contract that the Buyer wants assumed and assigned to it which Cure Amount shall be paid by Buyer.

“**Deeds**” shall have the meaning set forth in Section 3.02(c).

“**Deposit Accounts**” shall have the meaning set forth in Section 2.02(d).

“**Dollars**” or “**\$**” means the lawful currency of the United States of America.

“**Due Diligence Materials**” shall have the meaning set forth in Section 5.07.

“**Effective Time**” shall have the meaning set forth in Section 3.01.

“**Encumbrances**” shall mean all security interests, liens, pledges, claims, charges, encumbrances, rights of first refusal, conditional sales agreements, options, mortgages, indentures or other covenants, agreements or obligations affecting title to any of the Purchased Assets (except, in the case of the Real Property, those matters (i) of public record that do not constitute mortgages, deeds of trust or other monetary liens for liquidated amounts, (ii) disclosed on any survey delivered by Seller to Buyer, or (iii) constituting rights of way, easements and other grants or restrictions that do not interfere with use of the Facility for its intended purpose).

“**Environmental Claim**” means any Action, governmental Order, lien, fine, penalty, or, as to each, any settlement or judgment arising therefrom, by or from any Person alleging liability of whatever kind or nature (including liability or responsibility for the costs of enforcement proceedings, investigations, cleanup, governmental response, removal or remediation, natural resources damages, property damages, personal injuries, medical monitoring, penalties, contribution, indemnification and injunctive relief) arising out of, based on or resulting from (a) the presence, release of or exposure to any Hazardous Materials or (b) any actual or alleged non-compliance with any Environmental Law.

“**Environmental Law**” means any applicable Law: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials. The term “Environmental Law” includes, without limitation, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 *et seq.*; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the

Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 *et seq.*; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 *et seq.*; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 *et seq.*; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 *et seq.*; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 *et seq.*; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 *et seq.*

“**Escrow Agent**” means Chicago Title and Trust.

“**Escrow Deposit**” shall have the meaning set forth in Section 2.06(a).

“**Escrow Deposit Agreement**” shall have the meaning set forth in Section 2.06(a).

“**Excluded Assets**” shall have the meaning set forth in Section 2.02.

“**Excluded Liabilities**” shall have the meaning set forth in Section 2.04.

“**Execution Date**” shall have the meaning set forth in the preamble.

“**Facility**” and “**Facilities**” shall have the meanings set forth in the Recitals.

“**Facility Employees**” shall have the meaning set forth in Section 4.11.

“**Final Order**” means an Order or judgment: (i) as to which the time to appeal, petition for certiorari or move for review or rehearing has expired and as to which no appeal, petition for certiorari or other proceeding for review or rehearing is pending, or such an appeal has been rendered statutorily moot pursuant to Section 363(m) of the Bankruptcy Code or (ii) if an appeal, writ of certiorari, reargument or rehearing has been filed or sought, and a stay pending appeal has been entered, the Order or judgment has been affirmed by the highest court to which such Order or judgment was appealed or certiorari has been denied, or reargument or rehearing shall have been denied or resulted in no modification of such Order or judgment, and the time to take any further appeal or to seek certiorari or further reargument or rehearing has expired; provided that the theoretical possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such Order or judgment shall not prevent such Order or judgment from being considered a Final Order.

“**Financial Statements**” shall have the meaning set forth in Section 4.13.

“**Government Entity**” means any government or branch or division thereof, including any agency, bureau, board, directorate, commission, court, department, official, political subdivision, tribunal or other instrumentality of any government, whether federal, state or local.

“**Hired Employees**” shall have the meaning set forth in Section 8.01(b).

“**Insurance Policies**” shall have the meaning set forth in Section 4.12.

“Intangible Personal Property” shall have the meaning set forth in Section 2.01(b).

“Intellectual Property Assets” means all intellectual property and intellectual property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, pursuant to the Laws of any jurisdiction throughout the world, whether registered or unregistered, including without limitation the items listed in Schedule 2.01(g).

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

“Inventory” shall have the meaning set forth in Section 2.01(c).

“IRS” means the Internal Revenue Service.

“IT Assets” means, to the extent reasonably transferable, (i) computer software code (in all media) and materials, including all software programs; (ii) computer software documentation, including user materials; and (iii) all other unused or reusable materials, stores, and supplies related to computer software.

“Knowledge of Buyer” or **“Buyer’s Knowledge”** or any other similar knowledge qualification, means the actual knowledge of Eli Blech and Dovid Glenn.

“Knowledge of Sellers” or **“Sellers’ Knowledge”** or any other similar knowledge qualification, means the actual knowledge of Kate Bertram, Barb Shepard, Kenna Hudson and Shawn O’Conner.

“Law” means any statute, law, ordinance, regulation, rule, code, Order, constitution, treaty, common law, judgment, decree, other requirement, or rule of law of any governmental authority.

“Liabilities” means liabilities, obligations, or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute, or contingent, accrued or unaccrued, matured or unmatured or otherwise.

“Licenses” shall have the meaning set forth in Section 2.01(e).

“Lien” means any lien, charge, claim, pledge, security interest, conditional sale agreement or other title retention agreement, lease, mortgage, security interest, option, or other encumbrance.

“Loss” or **“Losses”** means losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees hereunder and the cost of pursuing any insurance providers; provided, however, that “Losses” shall not include punitive damages, except in the case of fraud or to the extent actually awarded to a governmental authority or other third party.

“Material Consents” shall have the meaning set forth in Section 7.01(c).

“Material Contracts” shall have the meaning set forth in Section 4.05.

“**Order**” means, with respect to any Person, any award, decision, injunction, judgment, stipulation, order, ruling, subpoena, writ, decree, consent decree or verdict entered, issued, made, or rendered by any government entity or the Bankruptcy Court affecting such Person or any of its properties.

“**Outside Closing Date**” means ~~December 31, 2024~~, unless extended by mutual agreement of the Buyer and the Sellers.

“**Permitted Encumbrances**” means (i) Liens for Taxes not yet due and payable, (ii) easements, rights of way, zoning ordinances and other similar encumbrances affecting the Real Property which (x) are not, individually or in the aggregate, material to the Purchased Assets or the Business(es), (y) do not prohibit or interfere with the current operation of the Business(es), and (z) do not render title to any Real Property unmarketable, and (iii) any matters set out in a Title Insurance Commitment which Sellers are not obligated to remove in accordance with Section 2.10 hereof.

“**Permits and Regulatory Approvals**” means all permits, licenses, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from governmental authorities, all as identified in Schedule 4.07(a).

“**Person**” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

“**Petition Date**” shall have the meaning set forth in the Recitals.

“**Proration Time**” means 12:01 a.m. (Central Time) on the Closing Date.

“**Purchase Price**” shall have the meaning set forth in Section 2.05.

“**Purchase Price Allocation**” shall have the meaning set forth in Section 2.07.

“**Purchase Price Balance**” shall have the meaning set forth in Section 2.06(b).

“**Purchased Assets**” shall have the meaning set forth in Section 2.01. Purchased Assets shall not include Excluded Assets.

“**Real Property**” shall have the meaning set forth in Section 2.01(a).

“**Rejected Contracts**” shall have the meaning set forth in Section 6.09(d)

“**Sale**” means the sale of the Purchased Assets in accordance with the Bid and Sale Procedures Order and subject to entry of the Sale Order as a Final Order.

“**Sale Hearing**” shall have the meaning given to such term in the Bid and Sale Procedures Order.

“**Sale Motion**” means the Debtors’ Motion for the Entry of (A) an Order (1) Approving Auction Sale Format and Bidding Procedures, (2) Approving Process for Discretionary Selection of Stalking Horse

Bidder and Bid Protections, (3) Approving Form of Notice to be Provided to Interested Parties, (4) Schedule a Court Hearing to Consider Approval of the Sale to the Highest and Best Bidder, and (5) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases, and (B) an Order Authorizing the Sale of Property Free and Clear of All Claims, Liens and Encumbrances [Dkt. No. 013].

“**Sale Order**” means the Order of the Bankruptcy Court issued pursuant to Sections 363 and 365 of the Bankruptcy Code, authorizing and approving, among other things: (i) the sale, transfer and assignment of the Purchased Assets and the Assumed Liabilities to Buyer in accordance with the terms and conditions of this Agreement, free and clear of all Liens, Claims and Encumbrances and (ii) the assumption and assignment of the Assumed Contracts in connection therewith and as a part thereof, in substantially the form attached hereto as Exhibit 7.01(b).

“**Seller**” and “**Sellers**” shall have the meanings set forth in the preamble.

“**Seller Closing Certificate**” shall have the meaning set forth in Section 3.02(d).

“**Survey**” shall have the meaning set forth in Section 2.10(a).

“**Tax**” or “**Taxes**” means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

“**Tangible Personal Property**” shall have the meaning set forth in Section 2.01(b).

“**Title Insurance Commitment**” shall have the meaning set forth in Section 2.10(a).

“**Title Defect**” shall have the meaning set forth in Section 2.10(b).

“**Title Objection**” shall have the meaning set forth in Section 2.10(b).

“**Title Objection Response Deadline**” shall have the meaning set forth in Section 2.10(b).

“**Transaction Documents**” means this Agreement, the Bills of Sale, the Assignment and Assumption Agreements, the Deeds[, any operations transition agreements], and the other agreements, instruments and documents required to be delivered at the Closing.

“**WARN Act**” means the federal Worker Adjustment and Retraining Notification Act of 1988, and similar state, local and foreign laws related to plant closings, relocations, mass layoffs and employment losses.

ARTICLE II SALE OF ASSETS

Section 2.01 Sale of Assets. Subject to the terms and conditions set forth in this Agreement and in the Sale Order, and subject to Bankruptcy Court approval and higher and better bids in accordance with the Bid and Sale Procedure Order and excepting the Excluded Assets, the applicable undersigned Seller hereby agrees to sell, convey, assign, transfer and deliver to Buyer, and Buyer, as a good faith purchaser for value within the meaning of Section 363(m) of the Bankruptcy Code, shall purchase from each such Seller, all right, title and interest of each such Seller in, and to all of the following assets, free and clear of all Liens, Claims and Encumbrances (collectively, the “*Purchased Assets*”):

- (a) The land, building(s), improvements and other related real estate interests that comprise the Facility more specifically described on Schedule 2.01(a) (collectively, the “*Real Property*”);
- (b) Tangible personal property owned by such Seller and used in the operation of the Business, including all equipment, furniture, fixtures, and leasehold improvements, vehicles and computer hardware of such Seller (the “*Tangible Personal Property*”) and, to the extent assignable, intangible personal property related to the Businesses, including any warranties, zoning approvals and building permits (the “*Intangible Personal Property*”);
- (c) Inventory and supplies usable or saleable in the operation of the Business (the “*Inventory*”);
- (d) The Assumed Contracts listed on Schedule ~~2.01(d)~~ 6.05;
- (e) The Sellers’ National Provider Identified (NPI) numbers and other applicable provider numbers with any state or other governing body;
- (f) Licenses, permits, certifications, certificates of need, and accreditations held by Seller relating to the ownership, development and operation of the Business (including any applications and pending approvals), to the extent assignable (the “*Licenses*”);
- (g) Intellectual Property used in the operation of the Business, facilities and properties, including, but not limited to, the items listed on Schedule 2.01(g), to the extent assignable;
- (h) The IT Assets;
- (i) Paper and/or electronic resident records relating to Seller’s past and present residents of the Facility;
- (j) Manufacturers’ and vendors’ warranties relating to the Purchased Assets, to the extent transferable, and rights and claims that may be asserted by (but not against) Seller related to the Purchased Assets;

- (k) Equipment records, documents, catalogs, books, records, files, operating manuals, and other records relating to the Purchased Assets or the operation of the Facilities (but excepting any documents or records relating to Seller's tax returns and Seller's internal corporate affairs);
- (l) Goodwill associated with the Purchased Assets; and
- (m) The interest of Seller in all property of the foregoing types, arising or acquired by the applicable Seller in the ordinary course of the Business between the Execution Date and the Closing.

Section 2.02 Excluded Assets. Notwithstanding anything to the contrary set forth in Section 2.01 above, each Seller shall keep and retain title to and ownership of and shall not transfer, assign, convey or deliver to Buyer any asset not identified herein as a Purchased Asset, all of which shall remain the exclusive property of such Seller. Without limiting the generality of the foregoing, such non-Purchased Assets (collectively, the "**Excluded Assets**") shall include, without limitation:

- (a) Cash and cash equivalents, including, without limitation, stocks, bonds, commercial paper, and other securities and investments;
- (b) All prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of setoff, rights of recoupment, deposits, charges, sums and fees (including any such item relating to the payment of Taxes) arising from the period prior to the Effective Time, except for any such amounts in connection with Assumed Liabilities identified on Schedule 2.02(b).
- (c) Accounts receivable and notes receivable generated in connection with the operation of the Business prior to the Effective Time, including, without limitation, intercompany receivables;
- (d) Bank accounts of Seller set forth on Schedule 2.02(d) (collectively, the "**Deposit Accounts**") and any records relating thereto;
- (e) (i) original Tax, accounting and financial records which pertain exclusively to the Excluded Assets or the Excluded Liabilities including, but not limited to, accounts receivable records, tax returns and related records, litigation files and records, and cost report records, (ii) all corporate or limited liability organizational records of Seller, including all charter documents, stock ledgers, minute books and other corporate records of Seller, and (iii) such other files, books and records which pertain exclusively to the Excluded Assets or the Excluded Liabilities or to the formation, existence or capitalized of Sellers;
- (f) Software that is not freely transferable by the terms of any license agreement respecting the same;

- (g) Refunds of any taxes to the extent the same relate to periods prior to the Closing Date;
- (h) All prepaid utility deposits and other deposits and refunds which are owed to, escrowed by, or the property of Seller;
- (i) Without limiting the generality of the foregoing clause (g), any and all payments or rights to payment arising out of, or in connection with, Employee Retention Credits, the Coronavirus Aid, Relief and Economic Security (CARES) Act, the Consolidated Appropriations Act of 2021 (CAA) or the American Rescue Plan Act (ARPA);
- (j) Any policies of insurance and/or interests in insurance pools and programs, and all claims made and rights to payment thereunder;
- (k) All Contracts other than Assumed Contracts and obligations thereunder;
- (l) Any benefit plans offered by Seller to Facility Employees or any assets relating thereto;
- (m) All cause or causes of action or claim or claims arising in connection with or relating to events that occurred prior to the Closing Date, and rights to recovery pursuant to all causes of actions and claims of Seller existing as of the Closing Date, but excluding any claim, causes of action, defense, setoff, or recoupment related to Assumed Contracts;
- (n) All work product, attorney-client and accountant-client privileged materials held or controlled by Seller;
- (o) Actions unrelated to the day-to-day operations of the Facility and all avoidance actions under Chapter 5 of the Bankruptcy Code;
- (p) All intercompany receivables; and
- (q) All rights accruing or to accrue to Sellers under this Agreement.

Section 2.03 Assumed Liabilities. As partial consideration for the transfer, assignment and delivery of the Purchased Assets to Buyer, and upon the terms and subject to the conditions set forth in this Agreement, Buyer shall assume, pay and perform the following liabilities and obligations of Seller (collectively, the “*Assumed Liabilities*”):

- (a) (i) The Cure Amounts and (ii), all Liabilities and obligations arising under the Assumed Contracts from and after the Effective Time;
- (b) All Liabilities arising from Accrued PTO and (ii) all Liabilities arising from and after the Effective Time, in each case for any Hired Employees;

- (c) ~~[BUYER TO ADDRESS ITS INTENTION AS TO RESIDENT DEPOSITS AND ENTRANCE FEES]~~ Operations Buyer will assume liability for and honor all Entrance Fees of residents that are residing at the facility at the time of Closing.
- (d) ~~{Those Liabilities of the Sellers set forth in Schedule 2.03(d);}~~
- (e) All liabilities and obligations created by this Agreement respecting Buyer; and
- (f) All other obligations and liabilities arising out of Buyer's possession, use, ownership, transfer or other disposition of the Purchased Assets after the Effective Time and which relate to the period after the Effective Time.

Section 2.04 Excluded Liabilities; Non-Assumption of Liabilities. Except for the Assumed Liabilities, Buyer shall not assume, pay or perform any indebtedness, liabilities or other obligations of Seller (collectively, the "*Excluded Liabilities*"). Without limiting the generality of the foregoing, and except as otherwise provided herein, (i) Buyer shall not be required to assume and shall not have any liability or obligation with respect to any contract, liability or obligation, direct or indirect, absolute or contingent of Seller or to any other person, entity, or Seller Affiliate regarding any claims or litigation pending or later arising against Seller or any Seller Affiliate that are based on their actions or omissions, and (ii) under no circumstances shall Buyer be deemed to have agreed to or accepted Seller's or any Seller Affiliate's liability for any act, omission, or any other obligation of any nature whatsoever to any resident or resident representative (excepting any post-closing liabilities assumed by Buyer) or to the State, federal or local government for any liabilities related to cost report settlements, fines, penalties, overpayments or recoupments.

Section 2.05 Purchase Price. The aggregate purchase price to be paid by Buyer to the Sellers for the Purchased Assets at the Closing shall be ~~_____~~ EIGHT HUNDRED AND ~~___/100~~ FIFTY THOUSAND DOLLARS (\$~~_____~~ 850,000.00) (the "*Purchase Price*"), plus (i) the assumption of the Assumed Liabilities and (ii) the Cure Amounts.

Section 2.06 Payment of Purchase Price; Escrow Deposit. Buyer shall make the following payments on account of the Purchase Price:

- (a) Buyer shall deliver to Escrow Agent, on or before the Execution Date, an earnest money deposit in the amount of ~~_____~~ AND ~~___/100~~ FORTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$~~_____~~ 42,500) (the "*Escrow Deposit*"), which amount is equal to ~~the greater of (x) \$250,000 or (y)~~ five percent (5%) of the aggregate Purchase Price, to be held by Escrow Agent pursuant to the terms of an escrow agreement in substantially the form attached as Exhibit 2.06(a) hereto (the "*Escrow Deposit Agreement*"). Upon Closing or termination of this Agreement, I Escrow Deposit, together with accrued interest thereon, if any, shall be delivered to Sellers or Buyer in accordance with the applicable terms of this Agreement.

- (b) Buyer shall make payment of the balance of the Purchase Price, plus or minus prorations or adjustments as set forth herein (the “**Purchase Price Balance**”), at the Closing by wire transfer to the Escrow Agent.
- (c) Buyer shall assume all PTO due at Closing up to the amount of [one year of PTO liability] and receive a credit at Closing for assumed PTO that is over [one year of PTO liability].

Section 2.07 Allocation of Purchase Price. The Parties have prepared the allocation schedule attached hereto as Schedule 2.07, and agree that the Parties shall allocate the Purchase Price (and all other capitalized costs) among the Purchased Assets for the applicable Seller, for Tax and accounting purposes only, in accordance with such Schedule 2.07 (the “**Purchase Price Allocation**”). Each Seller and Buyer each hereby covenant and agree that neither of them will take a position on any income tax return, before any Government Entity, or in any judicial proceeding that is in any way inconsistent with the allocation set forth on Schedule 2.07. Each party shall duly and timely file Form 8594 with its appropriate tax returns. For the avoidance of doubt, the Purchase Price Allocation is not binding on any party for any other purpose.

Section 2.08 Taxes, Fees and Expenses. Buyer shall be responsible for and shall pay all applicable sales taxes, grantor’s taxes, recordation fees and all other similar taxes arising out of the consummation of the transactions contemplated hereby, and any other fees and expenses associated with the transfer of the Purchased Assets as contemplated herein. Each Seller shall be responsible for and shall pay any income tax of such Seller as a result of the transactions contemplated herein. Except as set forth in the immediately preceding sentence, each of Buyer and the applicable Seller shall pay its own costs incurred in connection with the transactions contemplated herein, including reasonable attorneys’ fees and due diligence expenses.

Section 2.09 Apportionment of Expenses; Prorations.

- (a) All expenses arising from the ownership of the Purchased Assets shall be apportioned between Buyer and the applicable Seller as of the Effective Time, in accordance with the principle that the Buyer shall only be responsible for all expenses and obligations arising from the ownership of the Purchased Assets at or after such time. All real estate and personal property taxes respecting the Purchased Assets shall be prorated as of the Closing.
- (b) The following items shall be prorated among Buyer and the applicable Seller as of the Proration Time and paid or credited at the Closing, as shall be set forth on the Closing Statement:
 - (i) All state, county, city, school, ad valorem and other local real and personal property taxes and assessments and business personal property taxes relating to or assessed against the Real Property or the Business(es);
 - (ii) Any utilities or other periodic charges that cannot be changed to Buyer or Buyer’s designee’s account by the Closing Date;
 - (iii) Prepayments made by the Sellers for services relating to the Business(es) and provided after the Proration Time, which shall be credited to the Sellers; ~~and~~

(iv) Prepaid and other rentals in Seller's possession or control, shall be credited to Buyer as of the Proration Time and Buyer shall assume all of Seller's financial and custodial obligations with respect to the prepaid rent so credited;

(v) Buyer shall be credited and Seller shall be debited with an amount equal to all rent abatements and concessions for periods on and after the Proration Time;

(vi) Refundable tenant deposits, if any, in Seller's possession or control shall be credited to Buyer as of the Closing Date; and

~~(vii)~~ Provider taxes, privilege Texas or so-called bed taxes or similar taxes and fees, howsoever designated.

Section 2.10 Title Insurance Commitment; Survey.

- (a) The Parties acknowledge that, prior to the Execution Date, the applicable Seller has delivered to Buyer (i) a commitment for title insurance, along with copies of all easements and building and use restriction identified in the commitment (collectively, the "***Title Insurance Commitment***") and (ii) ALTA/NSPS as-built surveys (collectively, the "***Surveys***") for the Real Property. Buyer hereby waives any right to provide a Title Objection (as defined below) with respect to the Title Insurance Commitment and Surveys provided to Buyer prior to the Execution Date.
- (b) If Buyer desires an updated Title Insurance Commitment or updated Surveys ("***Updated Title Work***"), then Buyer shall pursue and obtain such Updated Title Work at its sole cost and expense by no later than ten (10) days after the Execution Date. If the Updated Title Work discloses title exceptions or matters (i) not identified in the Title Insurance Commitment and Surveys delivered pursuant to paragraph (a) and (ii) in the reasonable judgment of Buyer, render title uninsurable or unmarketable, or otherwise adversely affect the use of the Real Property to conduct the Business (a "***Title Defect***"), then Buyer shall deliver to the Seller a written statement of any such Title Defects (a "***Title Objection***") no later than five (5) Business Days after its receipt of the Updated Title Work; provided that (i) any objections to Title Defects not timely delivered as aforesaid will be waived and (ii) any matter disclosed in the Updated Title Work and not identified in a timely Title Objection shall be deemed a Permitted Encumbrance. If the applicable Seller timely receives such a Title Objection, such Seller shall elect, in a written response to Buyer delivered within five (5) Business Days of such Seller's receipt of the Title Objection (the "***Title Objection Response Deadline***") to (i) cure any or all of the Title Defects identified in such Title Objection or (ii) not cure such Title Defects; provided that, if the applicable Seller does not deliver its response prior to the Title Objection Response Deadline, then such Seller shall be deemed to have elected to cure the Title Defects. If Seller elects not to cure any of the Title Defects identified in the Title Objection, then Buyer may elect to terminate this Agreement by giving Sellers within five (5) Business Days after receipt of the applicable Seller's election not to cure such Title Defects; provided that, if Buyer does

not timely make such an election, then such Title Defects shall be deemed Permitted Encumbrances hereunder.

- (c) Notwithstanding anything to the contrary set forth herein, prior to the Closing Date, Sellers shall be required to remove any of the following with respect to the Purchased Assets or cause the same to be removed as an exception to title by the Sale Order, whether or not objected to by Buyer: any liens secured by mortgages securing loans made to Sellers, mechanics' liens relating to work contractor for by Sellers, judgment liens against Sellers, and liens for delinquent real property taxes and assessments.
- (ed) Buyer acknowledges and agrees that (i) Sellers may elect to address any identified Title Defects through the Sale Motion, whereby holders of Liens, Claims and Encumbrances may be adequately protected by having such Liens, Claims or Encumbrances attach to the portion of the Purchase Price ultimately attributable to the Purchase Assets against or in which such holders claim an interest, with the same validity, force, effect and priority which they had against such Purchased Assets as of the Execution Date, subject to any claims and defenses that Sellers or their estates may assert with respect thereto and (ii) notwithstanding anything herein to the contrary, all Liens, Claim and Encumbrances that can be satisfied by the payment of money shall be addressed in the Sale Order: provided that in all events, such Title Defects (a) shall be omitted by the Title Company as an exception to the owner's policy and any lender's policy delivered to Buyer at Closing, and (b) the Sale Order shall state that all such Liens, Claims and Encumbrances will not attach to or affect the Purchased Assets after Closing.

Section 2.11 Third Party Consents. To the extent that Sellers' rights under any contract or permit constituting a Purchased Asset, or relating to a Purchased Asset, may not, pursuant to Section 365 of the Bankruptcy Code, be assigned to Buyer without the consent of another Person, which consent has not been obtained, nothing set forth in this Agreement shall constitute an agreement by Sellers to assign or cause the assignment of same if an attempted assignment would constitute a breach of such contract or permit, or be unlawful. Buyer, at its own expense, shall use its reasonable best efforts to obtain any such required consents.

Section 2.12 Indemnification Escrow. From and after the Effective Time of the Closing, conditioned on such Closing, the Sellers will indemnify, defend and hold harmless the Buyers and their affiliates and representatives (collectively, the "*Buyer Indemnified Parties*") from and against any and all Losses suffered or incurred by any of the Buyer Indemnified Parties as a result of or arising out of (a) any claim of recapture by The Centers for Medicare and Medicaid Services ("*CMS*") or any other governmental authority or other third party payor with respect to an alleged overpayment or alleged underpayment with respect to operation of the Facilities, for periods prior to the applicable Closing Date ("*Recapture Claim*"), or (b) any and all Taxes related to the operation of the Facilities that are assessed for periods prior to the Effective Time, including, but not limited to, provider tax, gross receipts tax, bed tax, and quality assessment tax. As security for Sellers' indemnity obligations, Sellers shall place into escrow with the Escrow Agent" the sum of Fifty Thousand Dollars (\$50,000) (the "*Indemnification Escrow Amount*") for

the period of one (1) year from and after the Closing. The Escrow Amount shall be held and disbursed by the Escrow Agent in accordance with the terms of an escrow agreement in form and substance reasonably satisfactory to the Parties and the Escrow Agent (the “*Indemnification Escrow Agreement*”).

ARTICLE III CLOSING

Section 3.01 Closing. Subject to the terms and conditions of this Agreement and the Sale Order, including, without limitation, the satisfaction or waiver by the appropriate Party of all of the conditions precedent to Closing specified herein, the consummation of the transactions contemplated by and described in this Agreement (the “*Closing*”) shall be conducted remotely, via an exchange of emails authorizing and directing the Escrow Agent to release originals of executed documents from escrow for recording purposes and to wire funds to the appropriate parties, to occur on the date (such date of consummation being referred to herein as the “*Closing Date*”) that is the ~~earlier of (i) the~~ first Business Day of a calendar month that occurs five (5) Business Days following the date on which the conditions to Closing set forth in Article VII are either satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date) ~~and (ii) the Outside Closing Date~~, or at such other time, date or location as shall be agreed upon by the Parties; provided that in no event shall the Closing occur later than the Outside Closing Date unless mutually agreed by the parties hereto. Regardless of the time it actually occurs, the Closing will be deemed effective for all purposes as of 12:01 a.m. (Central Time) on the Closing Date (the “*Effective Time*”).

Section 3.02 Actions of Seller at Closing. At the Closing and unless otherwise waived in writing by Buyer, the applicable Seller shall execute and/or deliver to Buyer the following:

- (a) Bills of sale, in the form attached hereto as Exhibit 3.02(a) (the “*Bills of Sale*”), executed by the applicable Sellers, transferring the Tangible Personal Property, the Intangible Personal Property, the Intellectual Property Assets and the IT Assets to Buyer or its designee;
- (b) Assignment and assumption agreements, in the form attached hereto as Exhibit 3.02(b) (the “*Assignment and Assumption Agreements*”), executed by the applicable Sellers, effecting the assignment to and assumption by Buyer or its designee of the Assumed Contracts;
- (c) With respect to each parcel of Real Property, a quitclaim deed, in the form attached hereto as Exhibit 3.02(c) (the “*Deeds*”), executed by the applicable Seller;
- (d) Closing certificate of the applicable Seller, certifying that each covenant and agreement of Seller to be performed prior to or as of the Closing pursuant to this Agreement has been performed and each representation and warranty of the applicable Seller are true and correct in all material respects on the Closing Date, as if made on and as of the Closing (the “*Seller Closing Certificate*”);

- (e) Certificates of incumbency for the respective officers of the applicable Seller executing this Agreement or making certifications for the Closing, [together with certified copies of resolutions authorizing the transactions contemplated herein](#), dated as of the Closing Date;
- (f) Certificates of existence and good standing of the applicable Seller from the Secretary of State of its formation, dated the most recent practical date prior to the Closing;
- (g) A closing statement setting forth all proration and adjustments (the “*Closing Statement*”), duly executed by the Sellers; and
- (h) Such other instruments and documents as Buyer reasonably deems necessary to effectuate the transactions contemplated hereby.

Section 3.03 Actions of Buyer at Closing. At the Closing and unless otherwise waived in writing by the applicable Seller, Buyer shall deliver to the applicable Seller(s) the following:

- (a) The Assignment and Assumption Agreements duly executed by Buyer and in the form attached hereto as [Exhibit 3.02\(b\)](#);
- (b) Closing certificate of Buyer, certifying that each covenant and agreement of Buyer to be performed prior to or as of the Closing pursuant to this Agreement has been performed and each representation and warranty of Buyer is true and correct [in all material respects](#) on the Closing Date, as if made on and as of the Closing (the “*Buyer Closing Certificate*”);
- (c) Certificates of incumbency for the respective officers of Buyer executing this Agreement dated as of the Closing Date, [together with certified copies of resolutions authorizing the transactions contemplated herein](#);
- (d) Certificate of existence and good standing of Buyer from the Secretary of State of the applicable jurisdiction in which the Buyer is formed, dated the most recent practical date prior to Closing; and
- (e) Such other instruments and documents as Seller reasonably deems necessary to effect the transactions contemplated hereby.

On the Closing Date, Buyer shall cause the Escrow Agent to deliver the Purchase Price to the Sellers. For the avoidance of doubt, such Purchase Price shall include the Escrow Deposit and the Purchase Price Balance.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF EACH SELLER

Except as set otherwise expressly set forth in this Agreement or any exhibit or schedule attached hereto, each Seller represents and warrants as to itself to Buyer that the following statements are true and correct as of the Execution Date and will be true and correct as of the Closing Date:

Section 4.01 Existence and Capacity. Seller is not-for-profit or nonprofit corporation validly existing in good standing under the laws of the State of its formation. Seller has the requisite power and authority, subject to requisite approvals of the Bankruptcy Court, to enter into this Agreement, to perform its obligations hereunder, and to conduct its business as such business is being conducted as of the ~~Effective~~Execution Date.

Section 4.02 Power and Authority. Subject to entry of the Sale Order by the Bankruptcy Court, the execution, delivery and performance of this Agreement, and consummation of the transaction contemplated herein, by Seller have been duly authorized by all appropriate corporate action on the part of the Sellers, will not violate any statute, law, rule or regulation, or any judgment, decree, writ or injunction of any court or Government Entity, to which Seller may be subject, and will not violate any provision of any agreement to which Buyer is a party or by which Seller is bound.

Section 4.03 Binding Agreement. This Agreement and all agreements to which Seller will become a party pursuant hereto are and will constitute the valid and legally binding obligations of Seller, and are and will be enforceable against Seller in accordance with the respective terms hereof or thereof.

Section 4.04 Title to Purchased Assets. As of the Closing, Seller shall hold good and valid title to all of the Purchased Assets which it owns, and at the Closing, will assign and convey to Buyer good and valid title free from all Liens, Claims and Encumbrances other than Permitted Encumbrances.

Section 4.05 Material Contracts. All material contracts agreements, leases and other commitments, in each case in which the annual payments exceed \$100,000, that Seller is a party to respecting the Business conducted by Seller at the Facility and all leases and other agreements with the residents of the Facilities governing or relating to the Entrance Fees (the "**Material Contracts**") are listed and summarized on ~~Schedule 2.01(d)~~4.05, and there are no undisclosed material amendments or modifications to any such contracts. The Material Contracts delivered to Buyer are true, correct and complete copies thereof. There are no defaults under the Material Contracts except as disclosed to Buyer prior to the Execution Date.

Section 4.06 Intellectual Property; Computer Software. Except as set forth in Section 2.02(g), the Intellectual Property Assets include all patents, copyrights, inventions, processes and applications therefore (whether registered or common law) currently owned or used by Sellers in the Business and necessary for the operation thereof.

Section 4.07 Permits. All Permits and Regulatory Approvals held by the Sellers to conduct the Business(es) as currently conducted are set forth in Schedule 4.07(a).

Section 4.08 Litigation or Proceedings. Except as set forth in Schedule 4.08, there are no Actions pending or, to Sellers' Knowledge, threatened against or by the Sellers or the Facilities (i) relating to or affecting the Business(es), the Purchased Assets or the Assumed Liabilities or (ii) that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

Section 4.09 Real Property. Schedule 2.01(a) sets forth each parcel of Real Property owned by the Sellers and used in the conduct of the Business(es) as conducted as of the ~~Effective~~Execution Date,

including with respect to each such parcel, the street address and use.. Sellers have delivered or made available to Buyer copies of the deeds and other instruments (as recorded) through which the applicable Seller acquired such parcels of Real Property, and copies of all title insurance policies, opinions, abstracts and surveys in the possession of such Seller with respect thereto.

Section 4.10 Environmental Laws. With respect to the ownership or operation of the Real Property, the Facility or the use of the Purchased Assets by Sellers:

- (a) To Sellers' Knowledge, the applicable Seller is not in violation, in any material respect, of any Environmental Law.
- (b) To Sellers' Knowledge, (i) the Sellers have not in the last five years received any written notice alleging or asserting a violation of any Environmental Law with respect to the Real Property, the Facility or the Purchased Assets, (ii) no investigation, administrative order, litigation or settlement with respect to any Environmental Laws is pending with respect to the Real Property, the Facility or the Purchased Assets, and (iii) no written notice has been received by Seller respecting the Facility or the Purchased Assets from any Government Entity or individual claiming any material violation of any Environmental Laws, or requiring compliance with any Environmental Laws, or demanding payment or contribution for environmental damage or injury to natural resources.

Section 4.11 Employee Relations. Schedule 4.11 lists all persons who are employees, independent contractors or consultants who, as of the Execution Date, provide services in the Facility, including any such person who is on a leave of absence of any nature, paid or unpaid, authorized or unauthorized, and sets forth for each such person: (i) name, (ii) title or position, (iii) hire date, (iv) full time equivalent status, (v) rate of base compensation, (vi) commission, bonus or other incentive-based compensation and (vi) a description of fringe benefits, if any, provided to each such person (the "**Facility Employees**"). With respect to the Facility Employees, except as set forth on Schedule 4.11 hereto:

- (a) All Facility Employees are "at will" employees or Seller has provided to Buyer copies of such employment, consulting, independent contractor, bonus, severance, or other similar written engagement to which Seller is a party.
- (b) There has not been within the last five (5) years and there is no pending strike, picketing, work stoppage, or any proceeding against or affecting Seller relating to an alleged violation of any legal requirements pertaining to labor relations.
- (c) There is no union representation or organizing activities and no collective bargaining agreement or activities.
- (d) To Sellers' Knowledge, there are no pending or threatened claims before the Equal Employment Opportunity Commission (or comparable state agency), complaints before the Occupational Safety and Health Administration (or comparable state agency), wage

and hour claims, unemployment compensation claims, workers' compensation claims, or the like.

- (e) Sellers does not, and is not required to, contribute (and Sellers have not ever contributed or been required to contribute) to any multi- employer plan, as defined in Section 3(37) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") with respect to the employees of the Facility.

Section 4.12 Insurance. Schedule 4.12 sets forth (i) a true and complete list of all current policies or binders of fire, liability, product liability, umbrella liability, professional liability, real and personal property, workers' compensation, vehicular, fiduciary liability and other casualty and property insurance maintained by Sellers or their Affiliates and relating to the Business, the Purchased Assets and the Assumed Liabilities (collectively, the "*Insurance Policies*"); and (b) with respect to the Business, the Purchased Assets or the Assumed Liabilities, a list of all pending claims and the claims history for the three (3) years prior to the Execution Date.

Section 4.13 Financial Statements. Copies of the income statements for the Business(es) as in each of the years for the fiscal years ending June 30, 2023 and June 30, 2024 (collectively, the "*Financial Statements*") have been or will be provided to Buyer. The Financial Statements are based on the books and records of the Business(es), are true, complete and correct, and fairly and accurately present (in all material respects when taken as a whole) the financial condition of the Business(es) as of the respective dates they were prepared and the results of the operations of the Business(es) for the periods indicated.

Section 4.14 Brokers. Except for B.C. Ziegler & Co., for which Sellers shall be responsible, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Sellers.

Section 4.15 Taxes. Any unpaid taxes associated with the Purchased Assets or the Facilities which are due and owing (other than real property taxes, ad valorem taxes, personal property taxes, federally recorded tax liens and bed taxes that shall be paid at Closing), shall remain the sole liability of the Sellers. Sellers have not received written notice of, and to Seller's Knowledge there is no pending claim or proceeding threatened by any taxing authority that relates to or affects the Purchased Assets and/or the Facilities.

Section 4.16 Covenants, Zoning, Condemnation, Property Access. Seller has not received written notice, and Seller has no knowledge, of (i) any material violations of any covenants or restrictions recorded in the public land records against the Facilities, (ii) any material violations of any zoning codes or ordinances applicable to the Facilities, (iii) any condemnation or eminent domain proceedings pending or, to Seller's Knowledge, threatened or contemplated against the Facilities, or any part thereof, or (iv) any federal, state, county, municipal, or other governmental plans to change the highway or roads adjacent to the Facilities or to restrict or change access from any such highway or road to the Facilities.**Section 4.17 Violations.** Sellers have not received written notice of, and to Seller's Knowledge, there is no condition existing with respect to the Purchased Assets or Facility that violates in any material respect any statute, ordinance, law or code regarding zoning, building, fire, air pollution, or health law, or requires

immediate improvement, alteration, addition, correction or other work on or about the Purchased Assets or Facilities, whether related to the Purchased Assets or Facilities or to the activities of any owner or occupant thereof. Seller has not received written notice of, and to Seller's Knowledge there is not, any violation of any material statute, law regulation, rule, licensing requirement, ordinance, order or permit affecting the Purchased Assets or the Facilities.

Section 4.18 Improvements. To Seller's Knowledge, no labor has been performed or material furnished for the Facilities or the Real Property, in any material amounts, for which any mechanics' or materialman's liens, or any other lien, can be lawfully claimed by any Person that would survive entry of the Sale Order.

Section 4.19 Regulatory Reports. To Seller's Knowledge, Seller has filed, or caused to be filed, all reports, data and other information required to be filed with Governmental Authorities, including without limitation Indiana Department of Health.

Section 4.20 Resident Records and Trust Funds. Seller has dealt with the resident records and Resident Trust Funds (as defined in the OTA) in accordance with applicable Laws.

Section 4.21 Inventory. As of the Closing Date, inventories of food, supplies, medicines, towels and linens on-hand at the Facilities shall be at levels, in quantity or value, consistent with Sellers' past operating practices, but in all events at minimum levels to comply with applicable Law.

Section 4.22 Cost Reports. To Seller's Knowledge, all required reports under state licensing statutes for nursing facilities have been filed. To Seller's Knowledge, all other returns, reports and filings of any kind and nature whatsoever required to be filed by the Facilities and/or Sellers, as they relate to Seller's operation of the business of the Facilities until the Closing Date, including, without limitation, all federal, state and local tax returns and reports required to be filed under Medicaid, Medicare or any other third party payor programs with respect to the operation of the Facilities ("***Cost Reports***") have been properly completed and timely filed in compliance with all applicable requirements and all taxes or other obligations which are due and payable have been timely paid. To Seller's Knowledge, all Cost Reports and other required reports have been prepared in accordance and in compliance with all applicable government rules and regulations. Except as set forth on Schedule 4.22, there are no open or unaudited Cost Reports. There are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any Cost Reports or the payment of any recoupment or assessment relating to any Cost Reports.

Section 4.23 Regulatory Approvals. Seller has received and currently holds all necessary state, federal and local approvals, licenses and permits, for the operation of the Facilities as presently conducted for the number of licensed beds set forth on Schedule 4.23 so as to be in substantial compliance with applicable state, federal, state and local governmental requirements, including without limitation licenses for operation of a skilled nursing facility, assisted living facility, continuing care retirement community and independent living facility, a certificate of need, if required, and all other applicable requirements pertaining to enrollment in or entitling the operator of the Facilities to reimbursement under the Medicare and Medicaid programs, and all such approvals, licenses and permits shall through the Closing Date be unrestricted, unconditional, in good standing and in full force and effect and subject to no waivers or limitations. There are no pending actions or claims, or to Seller's Knowledge, any threatened actions or claims, which, if

adversely determined, could materially and adversely affect such approvals, licenses or permits. Seller is in substantial compliance (without waivers) and as of the Closing Date will be in compliance (without waivers), in all material respects, with all applicable municipal, county, state and federal laws, regulations, ordinances, standards and orders.

Section 4.24 Medicare and Medicaid. In connection with the Facilities, Sellers participate in the Medicare and Medicaid Programs (the "***Reimbursement Programs***"). A list of Seller's existing Medicare provider number, Medicaid provider number and NPI is set forth on Schedule 4.24. Under the Reimbursement Programs, all of the licensed beds at the Facilities are certified for participation in Medicaid and Medicare. Seller is in compliance in all material respects with the terms, conditions and provisions of the Reimbursement Program provider agreements (the "***Program Agreements***") and the rules and policies respecting each Program Agreement. To the Seller's Knowledge, there is no threatened or pending revocation, suspension, termination, probation, restriction, limitation or non-renewal affecting any of Seller's Program Agreements or third-party payor contracts and Seller is not aware of any fact that could reasonably lead to any such action or result. No written notice of suspension, recoupment, sanction or any other material offset against future reimbursements under or pursuant to the Reimbursement Programs has been received by Seller, nor to the Seller's Knowledge, is there any basis therefore. With respect to the Reimbursement Programs, except as set forth in Schedule 4.24, there are no pending appeals, adjustments, challenges, audits, litigation, notices of intent to recoup past or present reimbursements for any material amounts. Seller has not been subject to or, to Seller's Knowledge, threatened with any loss as a result of any utilization review denials with respect to the Reimbursement Programs or any third-party payors during the past twelve (12) months except as identified on Schedule 4.24, nor has Seller received written notice of any pending, threatened or possible decertification or other loss of participation in, any of the Reimbursement Programs. All of the open claims, assessments and audits set forth in 4.24 shall not be a liability of Buyer or New Operator after the Closing Date and shall not have a material adverse effect with respect to the operations of the Facilities after the Closing Date. Seller has not received any written notice from any Governmental Authority of any life safety code or similar violations, nor does Seller have any reason to believe that any condition exists at the Facilities that would violate any life safety codes or any similar regulations. In addition to, and not in any manner limiting the generality of, the foregoing, during the two year period prior to the Closing Date, Seller has not received: (a) a notice of termination of either of the licenses to operate the Facilities as a skill nursing facility, assisted living facility, continuing care retirement community or independent living facility; or (b) a notice of termination of the certification of the Facility to participate in the Medicare and/or Medicaid reimbursement programs.

Section 4.154.25 Expiration of Representations and Warranties. The representations and warranties of Sellers contained in this Agreement shall expire upon, and shall not survive for any purpose whatsoever, the Closing.**ARTICLE V**

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to each Seller that to the following statements are true and correct as of the Execution Date and will be true and correct as of the Closing Date:

Section 5.01 Existence and Capacity. Real Estate Buyer is a ~~an~~ ~~limited liability company~~ duly organized and validly existing in good standing under the laws of the State of ~~New Jersey~~. Operations Buyer is a limited liability company duly organized and validly existing in good standing under the laws of the State of Iowa. Buyer has the requisite power and authority to enter into this Agreement, to perform its obligations hereunder, and to conduct its business as now being conducted.

Section 5.02 Power and Authority. The execution, delivery and performance of this Agreement, and consummation of the transaction contemplated herein, by Buyer:

- (a) are within its powers, are not in contravention of law or of the terms of its ~~[Articles][Certificate] of [Incorporation][Organization] and [Bylaws][[Operating]]~~ Limited Liability Company ~~+~~ Agreement ~~;~~;
- (b) have been duly authorized by all appropriate company actions;
- (c) except for the Permits and Regulatory Approvals to be obtained by Buyer and entry of the Sale Order, do not require any approval or consent of, or filing with, any third party;
- (d) will not violate any statute, law, rule or regulation, or any judgment, decree, writ or injunction of any court or Government Entity, to which Buyer may be subject; and
- (e) will not violate any provision of any agreement to which Buyer is a party or by which Buyer is bound.

Section 5.03 Binding Agreement. This Agreement and all agreements to which Buyer will become a party pursuant hereto are and will constitute the valid and legally binding obligations of Buyer, and are and will be enforceable against Buyer in accordance with the respective terms hereof or thereof.

Section 5.04 Adequate Funds. As of the Execution Date, Buyer has funds, or the ability to obtain such funds, in cash in amounts equal to the Purchase Price and other funds needed to consummate the transaction and will at the Closing have immediately available funds in cash, which are sufficient to pay the Purchase Price and to pay any other amounts payable pursuant to this Agreement and to consummate the transaction contemplated herein. Buyer does not have any financing or equity investment contingency of any nature whatsoever.

Section 5.05 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Buyer.

Section 5.06 Legal Proceedings. There are no Actions pending or, to Buyer's Knowledge, threatened against or by Buyer or any Affiliate of Buyer that challenge or seek to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. No event has occurred, nor circumstances exist, that may give rise or serve as a basis for any such Action.

Section 5.07 Due Diligence Materials. Sellers have provided certain documents which relate to the operations and financial conditions of the Business, which are herein referred to as “*Due Diligence Materials.*” Prior to the Execution Date, Buyer has been provided access to the Due Diligence Materials. Until the Effective Time, Sellers will continue to cooperate in providing information to Buyer as requested, in a timely manner, but is under no obligation to create documents or provide any related documents which are outside those in the possession or control of Sellers. Buyer acknowledges that certain Due Diligence Materials may be limited to summaries, or otherwise contain redactions, if the Sellers reasonably believe the disclosure of such information would be a violation of Law protecting the personal, financial or protected health information of any resident or patient or affiliate of a resident or patient, including, but not limited to, all Laws adopted under the Health Insurance Portability and Accountability Act. Buyer expressly acknowledges that (i) it has completed its due diligence as of the Execution Date and (ii) no due diligence contingency exists with respect to Buyer’s obligations under this Agreement.

Section 5.08 Fitness for and Timing for Application for Obtaining Permits and Regulatory Approvals. Buyer has no knowledge of any material fact or other information related to Buyer or any of its Affiliates which could be reasonably expected to have an adverse impact on Buyer’s or its designees’ ability to obtain the Permits and Regulatory Approvals. To Buyer’s Knowledge, it has been in material compliance with healthcare regulatory laws and has not received any communication from a governmental authority or third-party payors that would prohibit or delay the Buyer from consummating the transaction contemplated herein or obtaining the Permits and Regulatory Approvals necessary to operate the Business. Buyer shall have applied for (or caused its designees to apply for) all Permits and Regulatory Approvals which may be applied for prior to Closing no later than ~~three~~five (35) Business Days after the entry of the Sale Order.

Section 5.09 No Guarantee of License. Buyer acknowledges that the Business operations are regulated by local, state, or federal Laws and are conducted under a license or licenses issued or authorized by the applicable state of operation of the applicable Seller. Buyer acknowledges that Buyer shall be responsible, at Buyer’s sole cost and expense, for obtaining any and all governmental or quasi- governmental approvals necessary for Buyer’s intended use or development of the Real Property, including but not limited to, its licensing of the facilities or ancillary businesses by the applicable state and any platting or zoning, and other such matters; provided that Sellers shall reasonably cooperate with Buyer in connection with its application for such licenses.

Section 5.10 Disclaimers; Releases and Limitations. Buyer represents and warrants to Sellers that Buyer is a knowledgeable, experienced, and sophisticated buyer of real estate and/or senior living facilities. Buyer acknowledges that, except for the representations and warranties made by Sellers in Article IV hereof, Buyer has not relied upon and will not rely upon, either directly or indirectly, any statement of Sellers or any of their officers, directors, trustees, agents, employees, or other person acting or purporting to act on behalf of Sellers.

Section 5.11 No Other Warranty. Without in any manner limiting the provisions of the preceding paragraph or elsewhere in this Agreement, as a material part of the consideration for this Agreement, Sellers and Buyer agree that Buyer is taking the property “as-is”, “where-is” and “with all faults” and with any and

all latent and patent defects and that there is no warranty or representation, express or implied, of any kind or nature (including, without limitation, warranties with respect to habitability, marketability, use or fitness for a particular purpose) made by Sellers with respect to the property (except for the representations of Sellers expressly set forth in Article IV hereof), all other representations and warranties, both express and implied, are hereby expressly disclaimed and denied. Buyer acknowledges that it has been given adequate time to conduct whatever examination, evaluations, inspections, reviews, studies or tests of the property and its condition as Buyer may desire or determine warranted, and that Buyer is not relying on any representation, warranty, statement or other assertion with respect to the property or its condition or any other matter by Sellers or any of Sellers' officer, director, trustee, agent, employee, attorney or other person acting or purporting to act on behalf of any Seller or any of its Affiliates, but Buyer is relying solely on its own examination, evaluations, inspections, reviews, studies or tests of the property. Without limiting the provisions of preceding paragraphs and this Agreement, Buyer expressly releases and discharges each Seller, its respective Affiliates, members, partners, officers, directors, shareholders, employees, attorneys, agents, brokers, and contractors from any and all obligations, claims, administrative proceedings, judgements, damages, fines, costs, and liabilities arising out of or relating to the physical condition of the property or any portion thereof, including, without limitation any latent or patent construction defects, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Purchased Assets.

ARTICLE VI COVENANTS

The Buyer and each Seller as to itself shall take the following actions and comply with the following obligations prior to the Closing:

Operation of the Businesses. From the Execution Date until the Closing, except as otherwise provided in this Agreement or consented to in writing by Buyer, Sellers shall conduct the Business(es) in the ordinary course of business consistent with past practice, subject to applicable limitations and requirements of the Bankruptcy Code and except as otherwise necessary or reasonable to consummate the transactions contemplated herein.

Section 6.02 Access to Information, Books and Records. Seller will permit representatives of Buyer to have reasonable access to the Facility premises and personnel during normal business hours, as well as the books and records of Seller to the extent relating to the Facility, as may be reasonably necessary to comply with the obligations of the Buyer under this Agreement, to facilitate Borrower's review and inspection of the Purchased Assets. The timing and frequency of such access shall be coordinated with Seller in all cases, and Seller shall have a right to be present during all such access. Buyer shall not interfere with the normal business operations of Seller in any material respect.

Section 6.03 Notice of Developments. Seller shall give prompt written notice to Buyer of any material adverse development causing a material breach of any of the representations and warranties in Article IV above. Buyer shall give prompt written notice to Seller of any material adverse development causing a breach of any of the representations and warranties in Article V above. No disclosure by any of the Parties

pursuant to this Section, however, shall be deemed to amend or supplement any Schedule to this Agreement or to prevent or cure any misrepresentation, breach of warranty, or breach of covenant.

Section 6.04 Casualty; Condemnation. As used herein, the term “*Casualty Loss*” means any destruction by fire, storm or other casualty, or any taking or pending or threatened taking, in condemnation or under the right of eminent domain, of any of the Purchased Assets, or a portion thereof, in each case, prior to the Effective Time. Sellers shall promptly give Buyer written notice (a “*Casualty Notice*”) of any Casualty Loss of which Sellers becomes aware. To the extent such Casualty Loss exceeds \$1,500,000 in cost, Buyer shall have the option, which must be exercised within ten (10) days after its receipt of the Casualty Notice, to terminate this Agreement or to proceed with the Closing. If Buyer elects to terminate this Agreement, the Escrow Deposit shall be returned to Buyer and all rights, duties, obligations and liabilities created hereunder shall cease. If Buyer elects to proceed with Closing (or if the Casualty Loss is less than \$1,500,000), Buyer shall acquire the Purchased Assets in accordance with the terms hereof without a credit against the Purchase Price and Sellers shall transfer to Buyer all of their rights to unpaid insurance proceeds, claims, awards and other payments arising out of such Casualty Loss with a credit for any deductible and pay to Buyer all sums paid to Sellers as insurance proceeds, awards or other payments arising out of such Casualty Loss less any amounts Sellers have paid to repair or mitigate such Casualty Loss. Sellers shall not voluntarily comprise, settle or adjust any amounts payable by reason of any Casualty Loss without first obtaining the written consent of Buyer, such consent not to be unreasonably withheld, conditioned, or delayed.

Section 6.05 Bankruptcy Actions.

- (a) Prior to the Execution Date, the Sellers and their co-debtor Affiliates filed the Sale Motion seeking, among other things, entry of the Sale Order in substantially the form attached hereto as Exhibit 6.05(a). Buyer acknowledges that the entry of any Order is subject to approval of the Bankruptcy Court.
- (b) Sellers shall comply with all of their respective obligations under (i) the Bid and Sale Procedures Order and (ii) the Sale Order (after the entry of same by the Bankruptcy Court).
- (c) Sellers shall use commercially reasonable efforts to comply (or obtain an Order from the Bankruptcy Court waiving compliance) with all requirements under the Bankruptcy Code and applicable Bankruptcy Rules in connection with obtaining approval of the sale of the Purchased Assets under this Agreement, including serving on all required Persons in the Bankruptcy Case (including (i) all Persons who are known to possess or assert a Lien against any of the Purchased Assets, (ii) the Internal Revenue Service, (iii) all state attorneys general, local realty enforcement agencies and local government entities with taxing authority or the power to approve or consent to the issuance or transfer of the Permits and Regulatory Approvals, and (iv) all other Persons required by any Order of the Bankruptcy Court (including any omnibus notice or case management Order entered in the Bankruptcy Case), notice of the Sale Motion, the Sale Hearing and the objection deadline in accordance with Rules 2002, 6004, 6006 and 9014 of the Bankruptcy Rules, the Bid and

Sale Procedures Order or other Orders of the Bankruptcy Court, and any applicable local rules of the Bankruptcy Court.

- (d) (i) Within five (5) days after the Execution Date ~~and~~ preferably by the Execution Date~~},~~ Buyer shall provide a copy of Schedule ~~6.04(d)~~6.05, which schedule can be modified by the Buyer by removing from such schedule any Assumed Contract (as defined below) up to ten (10) days before the Closing Date, identifying (i) all Contracts that Buyer wishes to be assumed by Sellers and assigned by Sellers to Buyer at Closing (the “*Assumed Contracts*”); and (ii) all Contracts that Buyer will not be seeking to have assigned by Sellers (the “*Rejected Contracts*”); provided that any Contracts, other than third party payor agreements, which are not set forth on Schedule 6.05 shall be deemed Rejected Contracts. Sellers shall move to assume and assign to Buyer, effective as of the Effective Time, any Assumed Contract that is designated on or before the fifth day after the Execution Date by Buyer to Seller. After the Closing Date, Sellers shall be released from any further liability under such Assumed Contracts as provided for under Section 365(k) of the Bankruptcy Code.
- (ii) Buyer shall assume all obligations from and after the Closing Date under Assumed Contracts, and at such time as is required by the Bankruptcy Court in the Sale Order, shall pay cash or other acceptable consideration to the third party (or parties) to the applicable Assumed Contract in order to cure the monetary defaults and satisfy any pecuniary obligations of Sellers (or obtain waivers with respect thereto) with respect to the Business, and to provide adequate assurance of future performance under the Assumed Contracts.

Section 6.06 Maintenance of Insurance. From the Execution Date until the Effective Time, Sellers shall keep in full force and effect all insurance coverages existing on the Execution Date.

Section 6.07 Commercially Reasonable Efforts. From the Execution Date until the Closing, each party hereto shall use commercially reasonable efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in Article VII hereof. Additionally, Buyer shall, within ~~three~~five (~~3~~5) Business Days after entry of the Sale Order, submit the necessary applications (which may be submitted prior to Closing) to the applicable regulatory authorities to obtain such Permits and Regulatory Approvals as are needed to consummate the sale (with copies of such applications promptly provided to Sellers) and shall diligently and expeditiously follow up on and pursue such Permits and Regulatory Approvals. Further, Buyer agrees to provide copies of all material correspondence between ~~Seller (or its Affiliates)~~Buyer and any regulatory agency, or similar body, to Seller and the Bond Trustee within two (2) Business Days of Buyer’s receipt of same.

Section 6.08 Public Announcements. Unless otherwise required by applicable Law (based upon the reasonable advice of counsel), no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed), and the parties shall cooperate as to the timing and contents of any such announcement.

Disclosures made to the Bankruptcy Court or in pleadings filed with the Bankruptcy Court or in other related notices shall not be considered a public announcement.

Section 6.09 Bulk Sales Laws. The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer; it being understood that any Liabilities arising out of the failure of Sellers to comply with the requirements and provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction which would not otherwise constitute Assumed Liabilities shall be treated as Excluded Liabilities.

Section 6.10 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value added, and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the other Transaction Documents (including any real property transfer Tax and any other similar Tax) shall be borne and paid by Buyer when due. Buyer shall, at its own expense, timely file any tax return or other document with respect to such Taxes or fees (and Seller shall cooperate with respect thereto as necessary).

Section 6.11 Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute, and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents.

Section 6.12 Good Faith. Each party agrees, in the exercise of good faith and fair dealing, to take actions necessary or appropriate to satisfy all conditions to closing and to consummate the Closing under this Agreement. Each party agrees to provide prompt notice to the other party of any circumstance or condition which such party has reason to believe may cause a condition of the Closing not to be fulfilled or otherwise create any impediment to the Closing.

ARTICLE VII CONDITIONS PRECEDENT TO THE OBLIGATIONS OF BUYER AND SELLER

Section 7.01 Conditions to Obligations of All Parties. The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

- (a) No governmental authority shall have enacted, issued, promulgated, enforced or entered any governmental order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal or otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof;

- (b) The Bankruptcy Court shall have entered the Sale Order approving the sale to the Buyer which shall be a Final Order unless such finality is mutually waived by the Buyer and the Sellers; and
- (c) Buyer's designees shall received all Permits and Regulatory Approvals that are set forth on Schedule 2.01(f).

Section 7.02 Seller's Conditions. All obligations of the applicable Seller which are to be discharged under this Agreement effective as of the Closing Date are subject to the satisfaction, on or before the Closing Date, of each of the following conditions unless expressly waived in writing by the applicable Seller at or prior to the Closing:

- (a) All of the representations and warranties of Buyer contained in Article V of this Agreement shall be true and correct in all material respects as of the Execution Date, and shall be deemed to have been made again on and as of the Closing Date and shall be true and correct in all material respects on and as of the Closing Date.
- (b) Buyer shall have performed or complied in all respects with all covenants and conditions required by this Agreement to be performed or complied with by it on or before the Closing Date.
- (c) The Consents shall have been obtained (or, if not obtainable before Closing, request shall have been made and Seller shall have received reasonably satisfactory assurances that they will be granted after the Closing) and are in form and substance reasonably satisfactory to Seller (the "**Material Consents**");
- (d) All Regulatory Approvals shall have been obtained, except for any documents required to be filed, or consents, authorizations, orders or approvals required to be issued, after the Closing Date.
- (e) No Action or proceeding shall have been instituted against, and no order, decree or judgment of any Government Entity shall be pending against, Buyer or Seller which seeks to, or would, render it unlawful as of the Closing Date to effect the transfer of the Purchased Assets, and no such action shall seek damages or injunctive relief by reason of the transactions contemplated hereby. Also, no substantive legal objection to the transactions contemplated by this Agreement shall have been received from or threatened by any Government Entity.
- (f) Buyer shall not (i) be in receivership or dissolution, (ii) have made any assignment for the benefit of creditors, (iii) admitted in writing its inability to pay its debts as they mature, (iv) have been adjudicated as bankrupt, or (v) have filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the federal bankruptcy law or any other similar law or statute of the United States or any state, nor shall any such petition have been filed against Buyer.

- (g) Buyer shall have made the deliveries required to be made by it under Section 3.03 hereof.
- (h) All certificates and documents delivered to Seller pursuant to this Agreement shall be satisfactory in form and substance to Seller acting reasonably and in good faith.
- (i) The Sale Order shall have been entered by the Bankruptcy Court.
- (j) The Buyer shall have delivered the Purchase Price.

Section 7.03 Buyer's Conditions. All obligations of Buyer which are to be discharged under this Agreement effective as of the Closing Date are subject to the satisfaction, on or before the Closing Date, of each of the following conditions unless expressly waived in writing by Buyer at or prior to the Closing:

- (a) All of the representations and warranties of the applicable Seller contained in Article IV of this Agreement shall be true and correct in all material respects as of the Execution Date, and shall be deemed to have been made again on and as of the Closing Date and shall be true and correct in all material respects on and as of the Closing Date.
- (b) The applicable Seller shall have performed or complied in all respects with all covenants and conditions required by this Agreement to be performed or complied with by it on or before the Closing Date.
- (c) All Regulatory Approvals shall have been obtained, except for any documents required to be filed, or consents, authorizations, orders or approvals required to be issued, after the Closing Date. Buyer shall have obtained documentation or other evidence satisfactory to Buyer in its reasonable discretion that Buyer has:
 - (i) Buyer shall have received approval from all Government Entities and third-party payors necessary to allow Buyer to conduct the Business and operate the Facility subsequent to Closing;
 - (ii) Buyer shall have received confirmation from all applicable Government Entities that, upon the Closing, all licenses required by law to operate the Facility as currently operated will be transferred to, or issued or reissued in the name of, Buyer (or its Affiliates, as directed by Buyer).
- (d) No Action or proceeding shall have been instituted against, and no order, decree or judgment of any Government Entity shall be pending against, Buyer or Seller which seeks to, or would, render it unlawful as of the Closing Date to effect the transfer of the Purchased Assets, and no such action shall seek damages or injunctive relief by reason of the transactions contemplated hereby. Also, no substantive legal objection to the transactions contemplated by this Agreement shall have been received from or threatened by any Government Entity.

- (e) The applicable Seller shall have made the deliveries required to be made by it under Section 3.02.

All certificates and documents delivered to Buyer pursuant to this Agreement shall be satisfactory in form and substance to Buyer acting reasonably and in good faith.

- (f) Neither this Agreement, the Bid and Sale Procedures Order nor the Sale Order shall have been materially modified from the form set forth in the Exhibits attached hereto.

(g) The Purchased Assets shall have been maintained in the condition existing as of the Execution Date, normal wear and tear excepted, and no personal property (other than resident's personal property) shall have been removed except in the ordinary course of business.

(h) Facilities shall be a continuing care retirement communities and have valid licenses in good standing to operate as a continuing care retirement communities as of the Closing Date.

(i) Title Company shall be irrevocably committed to issue ALTA 2006 Owner's Policy of Title Insurance covering the Real Property to Buyer, subject only to the Permitted Exceptions.

(fj) The Sale Order shall have been entered by the Bankruptcy Court.

ARTICLE VIII ADDITIONAL AGREEMENTS

Section 8.01 Facility Employees.

- (a) Immediately prior the Effective Time, the applicable Seller shall terminate all its Facility Employees remaining in Seller's employ on the Closing Date and, as of the Effective Time, Buyer or its designee(s) shall offer employment to substantially all such Facility Employees on an at-will basis and subject to Buyer's pre-employment screenings and employment practices, policies and procedures (all such Seller Employees hired by Buyer shall be collectively referred to as the "***Hired Employees***"). Following the Effective Time, Buyer shall provide a standard package of benefits and other terms and conditions of employment to the Hired Employees at substantially the same levels as those offered by Sellers immediate prior to the Closing Date.
- (b) Buyer shall offer immediate employment to substantially all of the Facility Employees, such that no period of unemployment shall occur between employment with the Sellers and employment with Buyer, and such that there will be no violation of the WARN Act or any comparable state or local laws, with such employment with the Buyer to commence as of the Effective Time. If Buyer fails to offer immediate employment to substantially all of

the Facility Employees, Buyer acknowledges and agrees that it shall be responsible for the payment of any amounts or liabilities arising or due under the WARN Act or any comparable state or local laws arising from such failure. In furtherance and not in limitation of the foregoing, Buyer shall treat prior service with Sellers reflected in the information provided above as service with Buyer for purposes of determining eligibility to participate and vesting in all benefits programs maintained by Buyer. Sellers shall cooperate with Buyer in providing information reasonably requested by Buyer to facilitate hiring and establishing benefits for Hired Employees who accept employment with Buyer. This Agreement shall not be deemed to create or grant to any ~~Hired~~Facility Employee any third-party beneficiary rights or claims or any cause of action of any kind or nature.

- (c) The applicable Seller shall provide Buyer, at least ten (10) days prior to the Closing Date, a schedule setting forth, for each of the Facility Employees, an estimated amount of accrued but unused paid time off (including any accrued vacation, sick and holiday time) (collectively, the “*Accrued PTO*”) and the estimate aggregate value of the Accrued PTO as of the Effective Time. Sellers shall provide Buyer, on the Closing Date, with an update schedule reflecting actual Accrued PTO amounts as of the Effective Time. Buyer shall assume the Accrued PTO liability, as updated on the Closing Date, with respect to the Hired Employees and Buyer will, thereafter, be responsible for paying the Hired Employees for their use of their Accrued PTO during their employment with Buyer and upon the termination of their employment with Buyer in accordance with the Buyer’s or its designee’s employment practices. Seller shall pay on the Closing Date all other accrued but unpaid payroll obligations, including without limitation, salaries, wages, benefits and insurance premium obligations as of the Closing Date.
- (d) Buyer shall provide COBRA continuation coverage (within the meaning of Section 4980B of the Internal Revenue Code and U.S. Treasury regulations thereunder) to all Facility Employees who are “M&A qualified beneficiaries” (within the meaning of Treasury Regulation Section 54.4980B-9, Q&A-4) for the duration of the period to which such Facility Employees are entitled to such coverage.

Section 8.02 Misdirected Payments. From and after the Closing, if any Seller or any of its respective Affiliates receives any right, property or asset that is a Purchased Asset, the applicable Seller shall promptly transfer or cause such of its Affiliates to transfer such right, property or asset (and shall promptly endorse and deliver any such asset that is received in the form of cash, checks or other documents) to Buyer, and such asset will be deemed the property of Buyer held in trust by such Seller for Buyer until so transferred. From and after the Closing, if Buyer or any of its Affiliates receives any right, property or asset that is an Excluded Asset, Buyer shall promptly transfer or cause such of its Affiliates to transfer such asset (and shall promptly endorse and deliver any such right, property or asset that is received in the form of cash, checks, or other documents) to the applicable Seller, and such asset will be deemed the property of such Seller held in trust by Buyer for such Seller until so transferred.

**ARTICLE IX
TERMINATION**

Section 9.01 Termination Prior to Closing.

- (a) This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing:
- (i) By the mutual written consent of Buyer and the Sellers;
- (ii) By Buyer, by written notice to Sellers, if: (x) Buyer is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Sellers pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article VII, and such breach, inaccuracy or failure has not been cured by Sellers within ten (10) days of Sellers' receipt of written notice of such breach; or (y) any of the conditions set forth in Section 7.01 or Section 7.02 shall not have been, or it becomes apparent that any of such conditions will not be, satisfied by the date that is forty-five (45) days following the date on which the Sale Order is entered (the "*Conditions Satisfaction Deadline*"), unless such failure shall be due to the failure of Buyer to perform or comply with any of its representations, warranties or covenants contained in this Agreement and to be performed or complied with by Buyer prior to the Closing;
- (iii) By the Sellers, by written notice to Buyer, if: (x) Sellers are not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Buyer pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article VII, and such breach, inaccuracy or failure has not been cured by Buyer within ten (10) days of Buyer's receipt of written notice of such breach; (y) any of the conditions set forth in Section 7.01 or Section 7.03 shall not have been, or it becomes apparent that any of such conditions will not be, satisfied Conditions Satisfaction Deadline, unless such failure shall be due to the failure of Sellers to perform or comply with any of their representations, warranties or covenants contained in this Agreement and to be performed or complied with by Sellers prior to the Closing;
- (iv) By either the Sellers or Buyer in the event the Closing shall not have occurred on or before the Outside Closing Date (which Outside Closing Date may be extended by mutual agreement of Buyer and Seller), unless such delay is the result of an action or omission by the Party wishing to terminate this Agreement pursuant to this subsection.
- (v) By Buyer or Sellers if (x) the Sale Order is not entered by November 22, 2024 or (y) any Seller sells, transfers, leases or otherwise disposes of, directly or indirectly, including through an asset sale, stock sale, merger or other similar transaction, all or substantially all of its Business or the Purchase Assets in a transaction or series of transactions with one or more Person in accordance with the Bid and Sale Procedures Order (such event, an "*Alternative Transaction*"); provided that, upon termination under this provision in connection with the occurrence of an Alternative Transaction, Sellers, in accordance with the Bid and Sale Procedures Order, shall pay to Buyer, within [five (5)] Business Days after the consummation of the Alternative Transaction, from the proceeds of such Alternative Transaction, an amount in cash equal to (i) ~~_____ [NOT TO EXCEED 2.5% OF THE CASH PORTION OF THE PURCHASE PRICE PER THE BID AND SALE PROCEDURES ORDER]~~ Twenty-One Thousand, Two Hundred Fifty Thousand Dollars (\$21,250.00) (the "*Break-Up Fee*") and (ii) Buyer's actual, documented, reasonable, out-of-pocket costs and expenses in an amount not to exceed _____ ~~dollars~~

~~(\$ _____)~~ ~~[NOT TO EXCEED 1% OF THE CASH PORTION OF THE PURCHASE PRICE PER THE BID AND SALE PROCEDURES ORDER]~~ Eight Thousand Dollars (\$8,000.00).

Section 9.02 Effect of Termination.

- (a) In the event of the termination of this Agreement in accordance with this Article IX, this Agreement shall forthwith become void and there shall be no liability on the part of any Party hereto, except (i) as expressly set forth herein, (ii) in the event of termination pursuant to Section 9.01(a)(i), 9.01(a)(ii) (subject to such failure to meet a condition or delay thereunder not being a result of Buyer's breach), 9.01(a)(iv) or 9.01(a)(v), Buyer shall, within five (5) Business Days, be refunded the Escrow Deposit, and such refund shall be Buyer's sole and exclusive remedy with respect to this Agreement and the transactions contemplated herein; and (iii) in the event of termination by the Sellers pursuant to Section 9.01(a)(iii) (subject to such failure to meet a condition or delay thereunder not being a result of Sellers' breach), Sellers shall retain the Escrow Deposit as liquidated damages and as Sellers' sole and exclusive remedy with respect to this Agreement and transactions contemplated herein. With respect to the foregoing clause (iii) and retention by the Sellers of the Escrow Deposit as liquidated damages, Sellers and Buyer agree that Sellers' actual damages would be extremely difficult or impracticable to determine, and that the amount of the Escrow Deposit is a reasonable estimate of the damages that Sellers would incur in such event.
- (b) Upon termination of this Agreement, the rights and obligations of the Parties under this Agreement shall likewise terminate, except that those obligations set forth in Section 10.01 and Section 10.02 shall survive termination of this Agreement.

**ARTICLE X
MISCELLANEOUS**

Section 10.01 Confidentiality. It is understood by the Parties hereto that the information, documents, and instruments delivered to Buyer by the applicable Seller and its agents and the information, documents and instruments delivered to the applicable Seller by Buyer and its agents are of a confidential and proprietary nature. Each of the Parties hereto agrees that both prior and subsequent to the Closing it will maintain the confidentiality of all such confidential information, documents or instruments in connection with the negotiation of this Agreement or in compliance with the terms, conditions and covenants hereof and will only disclose such information, documents and instruments to its duly authorized officers, members, directors, representatives, and agents (including consultants, attorneys and accountants of each party) and applicable governmental authorities in connection with any required notification or application for approval or exemption therefrom; provided, however, that the foregoing restriction shall not apply to any information that is, through no fault of the applicable party, publicly known or which is lawfully obtained from a third party, or to any disclosure required by any legal requirement or in connection with the enforcement of each Seller's or Buyer's rights under this Agreement. Nothing in this Section, however, shall prohibit the use of such confidential information, documents or information for such governmental filings as in the opinion of Seller's counsel or Buyer's counsel are required by law or governmental

regulations or are otherwise required to be disclosed pursuant to applicable state law or the filing of this Agreement with the Bankruptcy Court or pursuant to any Order of the Bankruptcy Court, including, without limitation, the Bid and Sale Procedures Order.

Section 10.02 Cost of Transaction. Whether or not the transactions contemplated hereby shall be consummated, the Parties agree as follows: (a) the applicable Seller shall pay the fees, expenses and disbursements of such Seller and its Affiliates and their agents, representatives, accountants, and legal counsel incurred in connection with the subject matter hereof and any amendments hereto; (b) Buyer shall pay the fees, expenses and disbursements of Buyer and its Affiliates and their agents, representatives, accountants and legal counsel incurred in connection with the subject matter hereof and any amendments hereto; and (c) in the event the Closing occurs, Buyer shall pay any state or local recording fees, deed, stamp, or other transfer taxes, filing fees, license fees, and any third-party consent or license fees associated with or assessed in connection with the conveyance of any of the Purchased Assets.

Section 10.03 Announcements. The content of any communications to the public relating to the transaction that is the subject of this Agreement including, but not limited to, any letters to patients regarding such transaction, shall be mutually agreed to by Buyer and the applicable Seller.

Section 10.04 Tax and Medicare Effect. ~~None~~Except as provided herein, none of the Parties (nor such Parties' counsel or accountants) has made or is making any representations to any other Party (nor such party's counsel or accountants) concerning any of the tax, Medicare or Medicaid effects of the transactions provided for in this Agreement as each Party hereto represents that each has obtained, or may obtain, independent tax, Medicare and Medicaid advice with respect thereto and upon which it, if so obtained, has solely relied.

Section 10.05 Survival. The obligations, representations or warranties which by their nature or content would continue beyond the Closing or the expiration or termination of this Agreement shall survive the Closing or any expiration or termination of this Agreement to the extent specifically provided for herein.

Section 10.06 Notices. All notices, demands and other communications required or permitted hereunder shall be deemed sufficiently given if delivered in person, mailed by certified mail, postage prepaid, or sent via nationally recognized overnight carrier, as well as being sent simultaneously by e-mail, addressed as follows:

If to Buyer: _____

Copy to: _____

If to Seller: _____
c/o Christian Horizons
Attn: Kate Bertram, President and Shawn O’Conner, CRO
Two City Place Drive, 2nd Floor
St. Louis, Missouri 63141
Email: kbertram@chliving.org
sconner@hcmpllc.com

Copy to: Dentons US LLP
Attn: Thomas Vandiver
101 South Hanley, Suite 600
St. Louis, Missouri 63105
Email: thomas.vandiver@dentons.com

or to such other address as either Party may designate by notice to the other Parties.

Section 10.07 Assignment. Neither Party may assign its rights or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided that Buyer may assign this Agreement to one or more of its Affiliates without Seller’s consent but upon at least 5 days’ written notice. Any attempted assignment in violation of this section shall be deemed void and of no force or effect, and a non-curable breach of this Agreement. Buyer may take title to certain or all assets at Closing through a nominee.

Section 10.08 Successors and Assigns. This Agreement shall inure to the benefit of and bind the respective permitted successors and assigns of the Parties hereto. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the Parties to this Agreement or their respective successors or permitted assigns any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein, it being the intention of the Parties to this Agreement that the Agreement be for the sole and exclusive benefit of such Parties or such successors and assigns and not for the benefit of any other person. Notwithstanding the foregoing, the Parties expressly acknowledge the rights of and benefits accruing to the Bond Trustee hereunder.

Section 10.09 Governing Law; Venue. The validity and construction of this Agreement shall be governed by the laws of the State of Missouri without regard to the conflicts of law rules thereof. The Parties hereby consent to jurisdiction and venue in the Federal or State courts situated in St. Louis County, Missouri including while the Chapter 11 cases are pending, the exclusive jurisdiction of the Bankruptcy Court, and hereby waive any objection to the jurisdiction of, or the venue of any action instituted in, such courts.

Section 10.10 Attorneys' Fees. If legal action is commenced to enforce this Agreement, each Party shall pay its own costs and attorneys' fees in connection with any such action.

Section 10.11 Severability. If any provision of this Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision, and, to this end, the provisions hereof are severable.

Section 10.12 Section Headings. The Section headings are for reference only and shall not limit or control the meaning of any provision of this Agreement.

Section 10.13 Waiver. No delay or omission on the part of any Party in exercising any right hereunder shall operate as a waiver of such right or any other right under this Agreement.

Section 10.14 Amendments. This Agreement may be amended, but only in a writing signed by all Parties hereto and subject to any requisite approval by the Bankruptcy Court.

Section 10.15 Exhibits and Schedules. All Exhibits and Schedules referred to in this Agreement are integral parts of this Agreement and are hereby incorporated into this Agreement as if fully set forth herein, and all statements appearing therein shall be deemed to be representations.

Section 10.16 Entire Agreement. This Agreement, the Exhibits and the Schedules delivered pursuant hereto constitute the entire contract between the Parties hereto pertaining to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether written or oral, of the Parties, and there are no representations, warranties or other agreements between the Parties in connection with the subject matter hereof or thereof, except as specifically set forth herein or therein. The Parties specifically acknowledge that in entering into and executing this Agreement, the Parties rely solely upon the representations and agreements contained in this Agreement, and all prior representations or agreements, whether written or verbal, not expressly incorporated herein are superseded.

Section 10.17 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall comprise one and the same instrument. Signature pages exchanged by email shall be fully binding on the Parties.

Section 10.18 WAIVER OF JURY TRIAL. BUYER, AND SELLER HEREBY WAIVE ANY RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM IN CONNECTION WITH ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY

CONNECTED WITH THIS AGREEMENT OR ANY CONTRACT OR INSTRUMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, EVENTS LEADING UP TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES' PERFORMANCE OF THIS AGREEMENT, OR ANY CLAIM OF INJURY OR DAMAGE RELATING TO THE FOREGOING OR THE ENFORCEMENT OF ANY REMEDY HEREUNDER.

[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Asset Purchase Agreement as of the Execution Date.

REAL ESTATE BUYER:

Ocean Healthcare Services, LLC,
A[n] NJ LLC

By: _____
[Eli Blech][Member]

Operations Buyer:

Erez Senior Living, LLC _____,

A[n] _____ Iowa
LLC _____

By: _____
[Name Dovid Glenn][Title Member]

SELLER: LIST OUT EACH SELLER

RISEN SON CHRISTIAN VILLAGE,
~~a[n] [Illinois][Indiana][Iowa][Missouri] [not for profit][nonprofit]~~
~~corporation~~
an Iowa nonprofit corporation

By: _____
Kate Bertram
President and Chief Executive Officer

SPRING RIVER CHRISTIAN VILLAGE, INC.,
a Missouri nonprofit corporation

By: _____
Kate Bertram
President and Chief Executive Officer

Exhibit 3.02(a)

BILL OF SALE OF PERSONAL PROPERTY

This Bill of Sale is made and executed as of the ____ day of _____, 2024, by and between _____, a[n] [Illinois][Indiana][Iowa][Missouri] [not-for-profit][nonprofit] corporation] [limited liability company] (“*Seller*”) and _____, a[n] _____ (“*Buyer*”).

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of [____], 2024 by and between Seller and Buyer (the “*Purchase Agreement*”), Seller has agreed to sell to Buyer free and clear of all liens and encumbrances, except with respect to any lien or encumbrance arising out of or related to any liability of Seller assumed by Buyer pursuant to the Purchase Agreement, and Buyer has agreed to purchase from Seller, all of Seller’s right, title and interest in and to the Purchased Assets, as that term is defined in the Purchase Agreement, for the consideration in the amount and on the terms provided therein.

NOW THEREFORE, in consideration of the premises and of the mutual representations, warranties, covenants and agreements set forth herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Capitalized Terms. All capitalized terms used and not otherwise defined in this Bill of Sale shall have the meanings ascribed to them in the Purchase Agreement.
2. Sale and Transfer of Acquired Assets. Seller hereby sells, assigns, transfers, conveys, grants and delivers to Buyer, free and clear of all liens and encumbrances, except with respect to any lien or encumbrance arising out of or related to any liability of Seller assumed by Buyer pursuant to the Purchase Agreement, all of Seller’s right, title and interest in and to the Purchased Assets, but only to the extent such Purchased Assets are to be transferred under the Purchase Agreement at Closing.
3. Warranty of Ownership. Seller warrants that Seller is the legal owner of the Purchased Assets and that the Purchased Assets are transferred free and clear of all liens and encumbrances, except with respect to any lien or encumbrance arising out of or related to any liability of Seller assumed by Buyer pursuant to the Purchase Agreement.
4. Further Acts Required. Seller covenants that at the request of Buyer it will promptly do or cause to be done all such further acts, and shall execute and deliver, or cause to be executed and delivered, all transfers, assignments and conveyances, evidences of title, notices, consents and assurances necessary or desirable to put Buyer in actual possession and control of the Purchased Assets, or as Buyer shall reasonably require to better assure and confirm title of Buyer to the Purchased Assets.
5. Purchase Agreement. Nothing in this Bill of Sale shall be deemed to supersede, enlarge or modify any of the provisions of the Purchase Agreement, all of which survive the execution and delivery of this Bill of Sale as provided and subject to the limitations set forth in the Purchase Agreement. If any conflict exists between the terms of this Bill of Sale and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

6. Notices. All notices or other communications or deliveries provided for under this bill of sale shall be given as provided in the Purchase Agreement.

7. Caption Headings and Construction of Agreement. The caption headings are used in this bill of sale only as a matter of convenience and for reference and do not define, limit or describe the scope of this bill of sale nor the intent of any provisions.

8. Applicable Law. This bill of sale is made and entered into in the State of [Illinois][Indiana][Iowa][Missouri] and shall be construed and enforced in accordance with the laws of such state.

9. Successors and Assigns. The provisions of this Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed under seal in its name as of the date first above written.

SELLER:

_____,
a[n] [Illinois][Indiana][Iowa][Missouri][not-for-profit][nonprofit]
corporation

By: _____
[Name]
[Title]

Exhibit 3.02(b)

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “**Agreement**”) is made and entered into as of the ____ day of _____, 2024 (the “**Effective Date**”), by and between by and between _____, a[n] [Illinois][Indiana][Iowa][Missouri] [not-for-profit][nonprofit] corporation] (hereinafter referred to as “**Assignor**”) and _____, a[n] _____ (hereinafter referred to as “**Assignee**”).

WHEREAS, pursuant to that certain Asset Purchase Agreement dated _____, 2024, (the “**Purchase Agreement**”) by and between Assignor and Assignee, Assignor is selling and conveying to Assignee certain of Assignor’s assets (the “**Assets**”) used in connection with Assignor’s operation of _____, a senior living community located in _____, [Illinois][Indiana][Iowa][Missouri] (the “**Facility**”);

WHEREAS, in connection with the sale, Assignor has agreed to assign to Assignee all of Assignor’s right, title and interest in and to executory contracts and certain intangible assets of Assignor used in connection with Assignor’s operation of the Facility (the “**Assignor’s Business**”), and Assignee has agreed to assume all of the duties and obligations of the Assignor with respect to such executory contracts and intangible assets arising from and after the date hereof; and

WHEREAS, also pursuant to the Purchase Agreement, Assignee has agreed to assume certain liabilities and obligations of Assignor to the extent expressly set forth therein (the “**Assumed Liabilities**”).

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) paid by Assignee to Assignor, the receipt of which is hereby acknowledged, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns to Assignee all of its right, title and interest in and to executory contracts identified in Exhibit “A” attached hereto and incorporated herein by this reference (the “**Executory Contracts**”), and further assigns and delegates to Assignee all of Assignor’s rights, duties, obligations and covenants contained in such Executory Contracts which arise and relate to the period after the date hereof. Assignee hereby assumes and agrees to perform and discharge all duties, obligations and covenants contained in the Executory Contracts which arise and relate to the period after the date hereof.

2. Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in, to and under the following intangible property owned by Assignor and used in connection with Assignor’s Business (collectively, the “**Intangibles**”):

a. All licenses, permits, certifications, certificates of need, and accreditations held by Assignor relating to the ownership, development and operation of Assignor’s Business (including any applications and pending approvals), to the extent assignable (the “**Licenses**”);

b. All intellectual property used in the operation of Assignor's Business, facilities and properties (the "*Intellectual Property*"), including, but not limited to, the items listed on Exhibit "B" attached hereto and incorporated herein by this reference;

c. All paper and/or electronic resident records relating to Assignor's past and present residents of the Facility;

d. All manufacturers' and vendors' warranties relating to the Assets, to the extent transferable, and rights and claims that may be asserted by (but not against) Assignor related to the Assets;

e. All personnel records relating to employees of Assignor's Business who are hired by Assignee (to the extent such records are transferable under applicable law), equipment records, documents, catalogs, books, records, files, operating manuals, and other records relating to the Assets or the operation of the Facility (but excepting any documents or records relating to Assignor's tax returns and Assignor's internal corporate affairs); and

f. All goodwill associated with the Assets;

3. Assignee hereby assumes and agrees to perform all covenants, agreements and undertakings of Assignor, arising from and after the date hereof, under the Intangibles.

4. Assignee hereby agrees to indemnify, defend and hold harmless Assignor from any claim, cause of action, loss, damage or expense (including without limitation reasonable attorneys' fees and court costs) resulting from any breach by Assignee of its obligations under the Executory Contracts or the Intangibles or any claim of such breach arising out of or based on events from and after the Effective Date. Assignor hereby agrees to indemnify, defend and hold harmless Assignee from any claim, cause of action, loss, damage or expense (including without limitation reasonable attorneys' fees and court costs) resulting from any breach by Assignor of its obligations under the Executory Contracts or the Intangibles or any claim of such breach arising out of or based on events prior to the Effective Date.

5. Assignee hereby assumes and agrees to be personally liable for all liabilities and obligations arising under the Executory Contracts from and after the Effective Date.

Any creditor of Assignee with respect to the Assumed Liabilities may enforce its rights against Assignor directly, without any obligation to proceed against Assignee.

6. This Agreement may be executed in one or more counterparts, and by electronically transmitted signature, and each counterpart and signature shall be deemed to be an original and all of which together shall constitute one agreement that is binding on all parties.

[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption Agreement as of the day and year first above written.

ASSIGNOR:

_____,
a[n] [Illinois][Indiana][Iowa][Missouri][not-for-profit][nonprofit] corporation

By: _____
[Name], [Title]

ASSIGNEE:

_____,
a[n] _____

By: _____
[Name], [Title]

Exhibit 3.02(c)

FORM OF DEED

[Attached.]

[SPACE ABOVE THIS LINE IS FOR RECORDING INFORMATION]

_____,
a[n] [not-for-profit][nonprofit]

to

_____,
a[n] [Illinois][Indiana][Iowa][Missouri]

QUIT CLAIM DEED

Dated: As of [____], 2024

Location:

County:

UPON RECORDATION RETURN TO:

Dentons US LLP
101 S. Hanley, Suite 600
St. Louis, Missouri 63105
Attention: Thomas K. Vandiver

QUIT CLAIM DEED

This Quit Claim Deed, made this ____ day of _____, 2024, _____, a[n] [Illinois][Indiana][Iowa][Missouri] [not-for-profit][nonprofit] corporation], (“Grantor”), and _____, a[n] _____ (“Grantee”), WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, by Grantee, the receipt of which is hereby acknowledged, by these presents does REMISE, RELEASE, ALIENATE AND CONVEY unto the Grantee, FOREVER, all the following described real estate, situated in the County of _____ and State of [Illinois][Indiana][Iowa][Missouri], known and described as follows, to wit (the “Premises”):

See Schedule 1 attached hereto and made a part hereof, together with all improvements and fixtures located thereon and owned by Grantor as of the date hereof and any rights, privileges and appurtenances pertaining thereto.

TO HAVE AND TO HOLD the said Premises as described above, with the appurtenances unto the Grantee, forever.

This is a Quit Claim Deed. Grantor makes no representations whatsoever, express or implied, regarding the Premises, this Deed or any other matters.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, Grantor executed this Quit Claim Deed the day and year first above written.

GRANTOR:

_____,
a[n] [Illinois][Indiana][Iowa][Missouri] [not-for-profit][nonprofit]

By: _____
[Name], [Title]

STATE OF _____)

)

COUNTY OF _____)

On _____, 2024, before me, the undersigned, a notary public in and for said State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

_____, Notary Public

Printed Name: _____

My Commission Expires:

Send Subsequent Tax Bills to:

I affirm under penalties of perjury, that I have taken reasonable care to redact each social security number in this document unless required by law. This instrument is prepared by _____. [NTD: this

clause is only required for recordation in Indiana; confirm form of Quit Claim Deed with local title company]

SCHEDULE 1 TO QUIT CLAIM DEED
LEGAL DESCRIPTION

[To be inserted.]

Schedule 2.01(a) to Asset Purchase Agreement

DESCRIPTION OF REAL PROPERTY

[To be inserted.]

Schedule 2.01(dg) to Asset Purchase Agreement

CONTRACTS**INTELLECTUAL PROPERTY**

Schedule ~~2.01~~2.02(fb) to Asset Purchase Agreement

INTELLECTUAL PROPERTY

PREPAID EXPENSES AND CREDITS RELATED TO ASSUMED LIABILITIES

[To be inserted.]

Schedule ~~2.072.02(d)~~ to Asset Purchase Agreement

ALLOCATION

DEPOSIT ACCOUNTS

Schedule ~~4.022.03(d)~~ to Asset Purchase Agreement

CONTRACT VIOLATIONS

{To be inserted.}

LIABILITIES

Schedule 2.07 to Asset Purchase Agreement

ALLOCATION

Risen Son \$350,000.00

Spring River \$500,000.00

Schedule ~~4.08~~4.05 to Asset Purchase Agreement

~~LITIGATION PROCEEDINGS~~ MATERIAL CONTRACTS

[To be inserted.]

Schedule ~~4.10(b)~~4.07 to Asset Purchase Agreement

GOVERNMENTAL NOTICES

{To be inserted.}

PERMITS AND REGULATORY APPROVALS

Schedule ~~4.124.08~~ to Asset Purchase Agreement

EMPLOYEES LITIGATION PROCEEDINGS

[To be inserted.]

Schedule ~~6.014.11~~ to Asset Purchase Agreement

REGULATORY APPROVALSEMPLOYEE RELATIONS

Schedule ~~6.024.12~~ to Asset Purchase Agreement

~~THIRD-PARTY CONSENTS~~INSURANCE POLICIES

Schedule ~~7.01~~6.05(ed) to Asset Purchase Agreement

MATERIAL CONSENTS

ASSUMED CONTRACTS AND REJECTED CONTRACTS

Summary report:	
Litera Compare for Word 11.4.0.111 Document comparison done on 10/9/2024 5:07:08 PM	
Style name: Underline Strikethrough	
Intelligent Table Comparison: Active	
Original filename: C:\Users\soulson\OneDrive - Dentons\Desktop\KMJ Redlines\Christian Horizons - Form of Asset Purchase Agreement - Section 363 Bid(127219192.9).docx	
Modified filename: C:\Users\soulson\OneDrive - Dentons\Desktop\KMJ Redlines\Christian Horizons - Ocean Asset Purchase Agreement (Iowa + Missouri) Section 363 Bid (2) (002)(128059397.2).docx	
Changes:	
<u>Add</u>	193
Delete	142
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	2
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	337