CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed August 28, 2025

United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re:	)	Chapter 11
GENESIS HEALTHCARE, INC., *et al.*,[1]	)	Case No. 25-80185 (SGJ)
Debtors.	)	(Jointly Administered)
	)	**Related to Docket Nos. 17, 57**

FINAL ORDER (I) AUTHORIZING THE DEBTORS TO (A) OBTAIN POSTPETITION FINANCING AND (B) UTILIZE CASH COLLATERAL, (II) GRANTING ADEQUATE PROTECTION TO PREPETITION SECURED PARTIES, (III) MODIFYING THE AUTOMATIC STAY, AND (IV) GRANTING RELATED RELIEF

[1] The last four digits of Genesis Healthcare, Inc's federal tax identification number are 4755. There are 299 Debtors in these chapter 11 cases, which are being jointly administered for procedural purposes only. A complete list of the Debtors and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at https://dm.epiq11.com/Genesis. The location of Genesis Healthcare, Inc.'s corporate headquarters and the Debtors' service address is 101 East State Street, Kennett Square, PA 19348.

Upon the motion (the "DIP Motion")[2] of Genesis Healthcare, Inc. ("Genesis") and its affiliated debtors and debtors in possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases") for entry of a final order (this "Final Order"), under sections 105, 361, 362, 363, 364, 503, 506, and 507 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 2002-1, 4001-1, 5005-1, and 9013-1 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Northern District of Texas (the "Local Rules"), and Section D of the Procedures for Complex Cases in the Northern District of Texas (the "Complex Case Procedures") seeking, *inter alia*:

(i) authorizing the Debtors to obtain postpetition financing on a secured junior basis, consisting of a new money term loan facility (the "DIP Facility," and the loans issued thereunder, the "DIP Loans") in an aggregate principal amount of up to $30,000,000 pursuant to the terms and conditions set forth in this Final Order and that certain Junior Secured Debtor-In-Possession Term Loan Agreement attached hereto as **Exhibit 1** (as may be amended, restated, supplemented, waived, or otherwise modified from time to time in accordance with the terms hereof and thereof, the "DIP Credit Agreement"), executed by Genesis and FC-GEN Operations Investment, LLC, as borrowers (the "DIP Borrowers"), and those certain Debtors identified as guarantors in the DIP Credit Agreement (the "DIP Guarantors" and, together with the DIP Borrowers, the "DIP Loan Parties"), Markglen, LLC, as lender under the DIP Facility (in such capacity, the "Welltower DIP Lender"), OHI Mezz Lender LLC, as lender under the DIP Facility (in such capacity, the "Omega DIP Lender"), and CPE 88988 LLC, as lender under the DIP Facility (in such capacity, the "WAX DIP Lender" and, together with Welltower DIP Lender and Omega

[2] Capitalized terms used herein and not herein defined have the meaning ascribed to such terms in the DIP Motion, the DIP Term Sheet, or the DIP Credit Agreement (each as defined herein), as applicable.

DIP Lender, the "DIP Lenders"), and Welltower OP LLC, as administrative and collateral agent (in such capacity, the "DIP Agent" and, together with the DIP Lenders, the "DIP Secured Parties");

(ii) authorizing the Debtors to enter into the DIP Credit Agreement and any other agreements, instruments, pledge agreements, guarantees, indemnities, security agreements, intellectual property security agreements, control agreements, escrow agreements, instruments, notes, and documents executed in accordance and connection therewith (each as amended, restated, supplemented, waived, or otherwise modified from time to time in accordance with the terms hereof and thereof, and collectively with the DIP Term Sheet and the DIP Credit Agreement, the "DIP Loan Documents");

(iii) authorizing the DIP Borrowers to incur, and for the DIP Guarantors to guarantee on an unconditional joint and several basis, obligations for principal, interest, fees, costs, expenses, obligations (whether contingent or otherwise), and all other amounts, as and when due and payable under and in accordance with this Final Order, the DIP Credit Agreement, and the other DIP Loan Documents (collectively, the "DIP Facility Obligations");

(iv) authorizing the DIP Loan Parties to perform such other and further acts as may be necessary or desirable in connection with this Final Order, the DIP Credit Agreement, the other DIP Loan Documents, and the transactions contemplated hereby and thereby;

(v) granting each of the DIP Lenders, jointly and severally, and authorizing the DIP Loan Parties to incur, the DIP Liens (as defined below), as applicable, in all DIP Collateral (as defined below) having the priority described in this Final Order;

(vi) granting each of the DIP Lenders, jointly and severally, and authorizing the DIP Loan Parties to incur, allowed superpriority administrative expense claims against each of the

DIP Loan Parties in respect of all DIP Facility Obligations, in each case, in accordance with the terms of this Final Order;

(vii) authorizing the DIP Loan Parties' use of Prepetition Collateral (as defined below), including Cash Collateral (as defined below), as well as the proceeds of the DIP Facility, subject to the terms and conditions set forth in this Final Order and the DIP Loan Documents;

(viii) providing adequate protection to the Prepetition Secured Parties (as defined below) on account of any Diminution in Value (as defined below) of the Prepetition Secured Parties' interest in the Prepetition Collateral;

(ix) modifying the automatic stay imposed by section 362 of the Bankruptcy Code solely to the extent necessary to implement and effectuate, including the right to exercise remedies following an Event of Default (as defined below) and expiration of any applicable notice period, the terms and provisions of this Final Order and the DIP Loan Documents, waiving any applicable stay (including under Bankruptcy Rule 6004) with respect to the effectiveness and enforceability of this Final Order, and providing for the immediate effectiveness of this Final Order;

(x) as set forth in paragraphs 25 and 27 herein, authorizing the Debtors to waive as to the DIP Lenders and Prepetition Secured Parties (a) any rights to surcharge the DIP Collateral or any Prepetition Collateral (as defined herein) pursuant to section 506(c) of the Bankruptcy Code, and (b) any "equities of the case" exception under section 552(b) of the Bankruptcy Code; and

(xi) waiving the equitable doctrine of "marshaling" and other similar doctrines with respect to (a) the DIP Collateral, for the benefit of any party other than the DIP Secured Parties, and (b) the Prepetition Collateral, for the benefit of any party other than the Prepetition Secured Parties (as defined herein), subject to the Carve Out (as defined below).

This Court having considered the DIP Motion, the DIP Credit Agreement, the proposed Final Order, the *Declaration of Jaspinder Kanwal in Support of Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 19] (the "DIP Declaration") *and the Declaration of Louis E. Robichaux IV in Support of Chapter 11 Petitions and First Day Pleadings* [Docket No. 18] (the "First Day Declaration"), the pleadings filed with this Court, the evidence submitted and arguments proffered or adduced at the hearing held before this Court on July 11, 2025 (the "Interim Hearing"), after which it entered the *Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 57] (the "Interim Order"), which, among other things, approved that certain term sheet attached as Exhibit 1 to the Interim Order (the "DIP Term Sheet"), and having held a hearing on August 21, 22, and 27, 2025 to consider the relief requested in the DIP Motion on a final basis (the "Final Hearing"), and upon the DIP Declaration, the First Day Declaration, and the record of the Interim Hearing and the Final Hearing, and upon the record of these Chapter 11 Cases; and adequate notice of the Final Hearing having been given in accordance with Bankruptcy Rules 2002, 4001 and 9014, and all applicable Local Rules; and it appearing that no other or further notice need be provided; and any objections, responses and reservations of rights with respect to the entry of this Final Order or the relief requested in the DIP Motion having been withdrawn, resolved, or overruled by this Court; and it appearing to this Court that granting the final relief requested in the DIP Motion is necessary to avoid immediate and

irreparable harm to the Debtors and their estates, and otherwise is fair and reasonable and in the best interests of the Debtors, their estates, and their creditors, represents a sound exercise of the Debtors' business judgment, and is necessary for the continued operation of the Debtors' businesses; and after due deliberation and consideration, and for good and sufficient cause appearing therefor:

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:[3]

A. **Petition Date**. On July 9, 2025 or July 10, 2025 (as applicable, the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Texas (this "Court") commencing these Chapter 11 Cases. On July 11, 2025, this Court entered an order approving the joint administration of the Chapter 11 Cases for procedural purposes only.

B. **Debtors-in-Possession**. The Debtors continue in possession of and to manage and operate their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in any of these Chapter 11 Cases.

C. **Committee Formation**. On July 30, 2025, the Office of the United States Trustee for Region 6 (the "U.S. Trustee") appointed the official committee of unsecured creditors (the "Official Committee"). *See* Docket Nos. 250, 262.

D. **Jurisdiction and Venue**. This Court has jurisdiction over the Debtors, property of the Debtors' estates, the Chapter 11 Cases, the DIP Motion, and the parties and property affected

[3] The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

hereby pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue for these Chapter 11 Cases and the proceedings on the DIP Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. The predicates for the relief set forth herein are sections 105, 361, 362, 363, 364, and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6004, and 9014, Local Rules 2002-1, 4001-1, 5005-1, and 9013-1, and the Complex Cases Procedures.

E. **Debtors' Stipulations**. Subject to the limitations thereon contained in paragraph 24 hereof, the Debtors, on behalf of their estates, admit, stipulate, acknowledge, and agree, having considered and reviewed the facts and circumstances and record, that the following statements are true and correct:

(i) Prepetition ABL Credit Agreements.

(a) Genesis Healthcare, Inc., and certain of its affiliates designated therein as borrowers (such borrowers, collectively, the "Prepetition Non-HUD ABL Borrowers" or the "Prepetition Non-HUD ABL Obligors"), White Oak Healthcare Finance, LLC and the other financial institutions party thereto from time to time as lenders (the "Prepetition Non-HUD ABL Lenders"), White Oak Healthcare Finance, LLC, as agent for the Prepetition Non-HUD ABL Lenders (in such capacity, the "Prepetition Non-HUD ABL Agent," and together with the Prepetition Non-HUD ABL Lenders, the "Prepetition Non-HUD ABL Secured Parties"), entered into that certain Fifth Amended and Restated Credit Agreement, dated as of March 9, 2022 (as otherwise amended, supplemented, or otherwise modified from time to time, the "Prepetition Non-HUD ABL Credit Agreement," and together with any other documents executed and delivered in connection therewith, the "Prepetition Non-HUD ABL Documents").

(b) As of the Petition Date, the Prepetition Non-HUD ABL Obligors were justly and lawfully indebted and liable to the Prepetition Non-HUD ABL Secured Parties,

without defense, counterclaim or offset of any kind, in the aggregate principal amount of not less than $223.6 million, *plus* accrued and unpaid interest (including default interest) thereon and reimbursement obligations, fees, costs, and expenses (including, without limitation, any attorneys', accountants', appraisers' financial advisors' fees, and related costs and expenses, in each case, solely to the extent that they are chargeable or reimbursable under the Prepetition Non-HUD ABL Documents), charges, disbursements, indemnification obligations, and any other amounts, contingent or otherwise, whenever arising or accruing, that may be due, owing, or chargeable in respect thereof, and all other Obligations (as defined in the Prepetition Non-HUD ABL Agreement) incurred or accrued in connection therewith (whether arising before, on, or after the Petition Date), owing, in each case under or in connection with the Prepetition Non-HUD ABL Documents without defense, counterclaim, or offset of any kind (collectively, the "Prepetition Non-HUD ABL Obligations").

(c) The Prepetition Non-HUD ABL Obligations are secured by valid, binding, perfected, and enforceable first priority security interests in and liens on all "Collateral" (as defined in the Prepetition Non-HUD ABL Documents) (such collateral, the "Non-HUD ABL Senior Collateral" and such security interests in and liens on the Non-HUD ABL Senior Collateral, the "Prepetition Non-HUD ABL Liens").

(d) Genesis Healthcare, Inc., and certain of its affiliates designated therein as borrowers (such borrowers, collectively, the "Prepetition HUD ABL Borrowers" or the "Prepetition HUD ABL Obligors" and, together with the Prepetition Non-HUD ABL Borrowers or the Prepetition Non-HUD ABL Obligors, the "Prepetition ABL Borrowers" or the "Prepetition ABL Obligors"), White Oak Healthcare Finance, LLC and the other financial institutions party thereto from time to time as lenders (the "Prepetition HUD ABL Lenders" and, together with the

Prepetition Non-HUD ABL Lenders, the "Prepetition ABL Lenders"), White Oak Healthcare Finance, LLC, as agent for the Prepetition HUD ABL Lenders (in such capacity, the "Prepetition HUD ABL Agent," and together with the Prepetition HUD ABL Lenders, the "Prepetition HUD ABL Secured Parties"; the Prepetition HUD ABL Agent and the Prepetition Non-HUD ABL Agent shall be referred to collectively as the "Prepetition ABL Agents" and the Prepetition HUD ABL Secured Parties and the Prepetition Non-HUD ABL Secured Parties shall be collectively referred to as the "Prepetition ABL Secured Parties"), entered into that certain Third Amended and Restated Credit Agreement, dated as of March 6, 2020 (as otherwise amended, supplemented, or otherwise modified from time to time, the "Prepetition HUD ABL Credit Agreement," and together with any other documents executed and delivered in connection therewith, the "Prepetition HUD ABL Documents"; the Prepetition HUD ABL Credit Agreement and the Prepetition Non-HUD ABL Credit Agreement shall be referred to collectively as the "Prepetition ABL Credit Agreements" and the Prepetition HUD ABL Documents and the Prepetition Non-HUD ABL Documents shall be collectively referred to as the "Prepetition ABL Documents").

(e) As of the Petition Date, the Prepetition HUD ABL Obligors were justly and lawfully indebted and liable to the Prepetition HUD ABL Secured Parties, without defense, counterclaim or offset of any kind, in the aggregate principal amount of not less than $55.7 million, *plus* accrued and unpaid interest (including default interest) thereon and reimbursement obligations, fees, costs, and expenses (including, without limitation, any attorneys', accountants', appraisers' financial advisors' fees, and related costs and expenses, in each case, solely to the extent that they are chargeable or reimbursable under the Prepetition HUD ABL Documents), charges, disbursements, indemnification obligations, and any other amounts, contingent or otherwise, whenever arising or accruing, that may be due, owing, or chargeable in

respect thereof, and all other Obligations (as defined in the Prepetition HUD ABL Agreement) incurred or accrued in connection therewith (whether arising before, on, or after the Petition Date), owing, in each case under or in connection with the Prepetition HUD ABL Documents without defense, counterclaim, or offset of any kind (collectively, the "Prepetition HUD ABL Obligations" and, together with the Prepetition Non-HUD ABL Obligations, the "Prepetition ABL Obligations").

(f) The Prepetition HUD ABL Obligations are secured by valid, binding, perfected, and enforceable first priority security interests in and liens on all "Collateral" (as defined in the Prepetition HUD ABL Documents) (such collateral, the "HUD ABL Senior Collateral" and such security interests in and liens on the HUD ABL Senior Collateral, the "Prepetition HUD ABL Liens"; the HUD ABL Senior Collateral and the Non-HUD ABL Senior Collateral shall be referred to collectively as the "ABL Senior Collateral" and the Prepetition HUD ABL Liens and the Prepetition Non-HUD ABL Liens shall be collectively referred to as the "Prepetition ABL Liens").

(ii) Prepetition Term Loan Credit Agreement.

(a) Genesis Healthcare, Inc., and certain of its affiliates designated therein, as borrowers (such borrowers, collectively, the "Prepetition Term Loan Borrowers"), certain other parties designated as guarantors thereto (such guarantors collectively, the "Prepetition Term Loan Guarantors" and, together with the Prepetition Term Loan Borrowers, the "Prepetition Term Loan Obligors"), Markglen, LLC (in such capacity, the "Prepetition Welltower Term Loan Lender"), OHI Mezz Lender, LLC (in such capacity, the "Prepetition Omega Term Loan Lender" and, together with the Prepetition Welltower Term Loan Lender, the "Prepetition WELL/OHI Term Loan Lenders"), WAX Dynasty Partners LLC (in such capacity, the "Prepetition WAX Term

Loan Lender"), MAO 22322 LLC (in such capacity, the "Prepetition MAO Term Loan Lender" and, together with the Prepetition WAX Term Loan Lender, the "Prepetition WAX/MAO Term Loan Lenders") and the other financial institutions party thereto from time to time as lenders and the other financial institutions party thereto from time to time as lenders (collectively, the "Prepetition Term Loan Lenders"), and Welltower OP LLC (formerly known as Welltower Inc.), as administrative and collateral agent for the Prepetition Term Loan Lenders (in such capacity, the "Prepetition Term Loan Agent," and together with the Prepetition Term Loan Lenders, the "Prepetition Term Loan Secured Parties") entered into that certain Term Loan Agreement, dated as of July 29, 2016 (as otherwise amended, supplemented, or otherwise modified from time to time, the "Prepetition Term Loan Credit Agreement," and together with any other documents executed and delivered in connection therewith, the "Prepetition Term Loan Documents").

(b) As of the Petition Date, the Prepetition Term Loan Obligors were justly and lawfully indebted and liable to the Prepetition Term Loan Secured Parties, without defense, counterclaim or offset of any kind in the aggregate principal amount of at least $317.8 million, *plus* accrued and unpaid interest thereon and fees, expenses (including any attorneys', accountants', appraisers' and financial advisors' fees, in each case, solely to the extent that they are chargeable or reimbursable under the Prepetition Term Loan Documents), charges, indemnities and all other Obligations (as defined in the Prepetition Term Loan Credit Agreement) incurred or accrued in connection therewith (whether arising before, on, or after the Petition Date), owing in each case under or in connection with the Prepetition Term Loan Documents without defense, counterclaim, or offset of any kind (collectively, the "Prepetition Term Loan Obligations"), which Prepetition Term Loan Obligations have been guaranteed on a joint and several basis by the Prepetition Term Loan Guarantors.

(c) The Prepetition Term Loan Obligations are secured by second priority security interests in and liens on property of the Prepetition Term Loan Obligors constituting ABL Senior Collateral and first priority security interests in and liens on any other property of the Prepetition Term Loan Obligors as set forth in the Prepetition Term Loan Documents (such collateral, the "Prepetition Term Loan Collateral" and such security interests in and liens on the Prepetition Term Loan Collateral, the "Prepetition Term Loan Liens").

(iii) Prepetition Welltower Non-HUD Master Lease Agreement.

(a) Genesis Dynasty Operations, LLC (the "Welltower Non-HUD Master Tenant") entered into that certain Master Lease Agreement, dated as of December 23, 2016 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Welltower Non-HUD Master Lease Agreement" and, together with all other agreements, documents, and instruments executed and/or delivered with, to or in favor of the "Landlord" (the "Welltower Non-HUD Master Lease Landlord") including, without limitation, all security agreements, notes, guarantees, including the Welltower Non-HUD Master Lease Guaranty (as defined below), mortgages, Uniform Commercial Code financing statements, documents, and instruments, including any fee letters, executed and/or delivered in connection therewith or related thereto, the "Welltower Non-HUD Master Lease Documents") by and among the Welltower Non-HUD Master Tenant and the Welltower Non-HUD Master Lease Landlord. The Welltower Non-HUD Master Tenant has subleased the facilities leased to the Welltower Non-HUD Master Tenant under the Welltower Non-HUD Master Lease Agreement to certain operators set forth therein (the "Existing Welltower Non-HUD Operators").

(b) Certain of the Debtors, including the Existing Welltower Non-HUD Operators, and other parties (each a "Welltower Non-HUD Master Lease Guarantor" and,

collectively with the Welltower Non-HUD Master Tenant, the "Welltower Non-HUD Master Lease Obligors") have entered into that certain Unconditional and Continuing Guaranty and Indemnification Agreement, dated as of December 23, 2016 with the Welltower Non-HUD Master Lease Landlord (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, in respect of the Welltower Non-HUD Master Lease Agreement, the "Welltower Non-HUD Master Lease Guaranty").

(c) As of the Petition Date, the Welltower Non-HUD Master Lease Obligors were justly and lawfully indebted and liable to the Welltower Non-HUD Master Lease Landlord, without defense, counterclaim or offset of any kind for certain amounts, plus accrued and unpaid interest thereon and fees, expenses (including any attorneys', accountants', appraisers' and financial advisors' fees, in each case, solely to the extent that they are chargeable or reimbursable under the Welltower Non-HUD Master Lease Documents), charges, indemnities and all other Lease Obligations (as defined in the Welltower Non-HUD Master Lease) incurred or accrued in connection therewith (whether arising before, on, or after the Petition Date) owing, in each case under or in connection with the Welltower Non-HUD Master Lease Documents without defense, counterclaim, or offset of any kind (collectively, the "Welltower Non-HUD Master Lease Obligations"), which Welltower Non-HUD Master Lease Obligations have been guaranteed on a joint and several basis by the Welltower Non-HUD Master Lease Guarantors.

(d) The Welltower Non-HUD Master Lease Obligations are secured by second priority security interests in and liens on property of the Welltower Non-HUD Master Lease Obligors constituting ABL Senior Collateral and first priority security interests in and liens on any other property of the Welltower Non-HUD Master Lease Obligors as set forth in the Welltower Non-HUD Master Lease Documents (the "Welltower Non-HUD Landlord Collateral").

(iv) Prepetition Welltower HUD Master Lease Agreement.

(a) Genesis Tang Operations LLC (the "Welltower HUD Master Tenant") entered into that certain Master Lease Agreement, dated as of October 1, 2017 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Welltower HUD Master Lease Agreement" and, together with all other agreements, documents, and instruments executed and/or delivered with, to or in favor of "Landlord" (the "Welltower HUD Master Lease Landlord" and together with the Welltower Non-HUD Master Lease Landlord, the "Welltower Landlords") including, without limitation, all security agreements, notes, guarantees, including the Welltower HUD Master Lease Guaranty (as defined below), mortgages, Uniform Commercial Code financing statements, documents, and instruments, including any fee letters, executed and/or delivered in connection therewith or related thereto, the "Welltower HUD Master Lease Documents" and together with the Welltower Non-HUD Master Lease Documents, the "Welltower Master Lease Documents") by and among the Welltower HUD Master Tenant and the Welltower HUD Master Lease Landlord (together with the Welltower Non-HUD Master Lease Landlord, the "Welltower Master Lease Secured Parties"). The Welltower HUD Master Tenant has subleased the facilities leased to the Welltower HUD Master Tenant under the Welltower HUD Master Lease Agreement to certain operators set forth therein (the "Existing Welltower HUD Operators").

(b) Certain of the Debtors, including the Existing Welltower HUD Operators, and other parties (each a "Welltower HUD Master Lease Guarantor" and, collectively with the Welltower HUD Master Tenant, the "Welltower HUD Master Lease Obligors," and, together with the Welltower Non-HUD Master Lease Obligors, the "Welltower Master Lease Obligors") have entered into that certain Unconditional and Continuing Guaranty and

Indemnification Agreement, dated as of October 26, 2017 with the Welltower HUD Master Lease Landlord (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, in respect of the Welltower HUD Master Lease Agreement, the "Welltower HUD Master Lease Guaranty").

(c) As of the Petition Date, the Welltower HUD Master Lease Obligors were justly and lawfully indebted and liable to the Welltower HUD Master Lease Landlord, without defense, counterclaim or offset of any kind for certain amounts, plus accrued and unpaid interest thereon and fees, expenses (including any attorneys', accountants', appraisers' and financial advisors' fees, in each case, solely to the extent that they are chargeable or reimbursable under the Welltower HUD Master Lease Documents), charges, indemnities and all other Lease Obligations (as defined in the Welltower HUD Master Lease) incurred or accrued in connection therewith (whether arising before, on, or after the Petition Date) owing, in each case under or in connection with the Welltower HUD Master Lease Documents without defense, counterclaim, or offset of any kind (collectively, the "Welltower HUD Master Lease Obligations" and, together with the Welltower Non-HUD Master Lease Obligations, the "Welltower Master Lease Obligations"), which Welltower HUD Master Lease Obligations have been guaranteed on a joint and several basis by the Welltower HUD Master Lease Guarantors.

(d) The Welltower HUD Master Lease Obligations are secured by second priority security interests in and liens on property of the Welltower HUD Master Lease Obligors constituting ABL Senior Collateral and first priority security interests in and liens on any other property of the Welltower HUD Master Lease Obligors as set forth in the Welltower HUD Master Lease Documents (the "Welltower HUD Landlord Collateral," and together with the Welltower Non-HUD Landlord Collateral, the "Welltower Landlord Collateral").

(v) Prepetition Omega Master Lease Agreement.

(a) Sunbridge Care Enterprises, LLC, a Delaware limited liability company, Sunbridge Beckley Health Care, LLC, a West Virginia limited liability company, Sunbridge Putnam Health Care, LLC, a West Virginia limited liability company, Sunbridge Dunbar Health Care, LLC, a West Virginia limited liability company, Sunbridge Salem Health Care, LLC, a West Virginia limited liability company, Sunbridge Regency-North Carolina, LLC, a North Carolina limited liability company, Sunbridge Healthcare, LLC, a New Mexico limited liability company, Sunbridge Regency-Tennessee, LLC, a Tennessee limited liability company, Falmouth Healthcare, LLC, a Delaware limited liability company, Mashpee Healthcare, LLC, a Delaware limited liability company, Peak Medical Of Idaho, LLC, a Delaware limited liability company, Peak Medical Of Boise, LLC, a Delaware limited liability company, Genesis OMG Operations LLC, a Delaware limited liability company, 803 Hacienda Lane Operations LLC, a New Mexico limited liability company, 419 Harding Street Operations LLC, a New Mexico limited liability company, 1650 Galisteo Street Operations LLC, a New Mexico limited liability company, 3720 Church Rock Street Operations LLC, a New Mexico limited liability company, 3514 Fowler Avenue Operations LLC, a New Mexico limited liability company, 400 Mckinley Avenue Operations LLC, a West Virginia limited liability company, Sunbridge Retirement Care Associates, LLC, a Colorado limited liability company, and Albuquerque Heights Healthcare And Rehabilitation Center, LLC, a Delaware limited liability company (collectively, the "Omega Master Tenant") entered into that certain Second Consolidated Amended and Restated Master Lease Agreement, dated as of January 30, 2015 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Omega Master Lease Agreement" and, together with all other agreements, documents, and instruments executed and/or delivered

with, to or in favor of the Omega Landlords (as defined therein) including, without limitation, all security agreements, notes, guarantees, including the Omega Master Lease Guaranty (as defined below), mortgages, Uniform Commercial Code financing statements, documents, and instruments, including any fee letters, executed and/or delivered in connection therewith or related thereto, the "Omega Master Lease Documents" and together with the Welltower Master Lease Documents, the Prepetition Term Loan Documents, and the Prepetition ABL Documents, the "Prepetition Secured Documents") by and among the Omega Master Tenant and the Omega Landlords (the "Omega Master Lease Secured Parties" and, together with the Welltower Master Lease Secured Parties, the WELL/OHI Master Lease Secured Parties and, the WELL/OHI Master Lease Secured Parties together with the Prepetition Term Loan Secured Parties, the "Prepetition TL/ML Secured Parties" and, the Prepetition TL/ML Secured Parties together with the Prepetition ABL Secured Parties, the "Prepetition Secured Parties"). The Omega Master Tenant has subleased the facilities leased to the Omega Master Tenant under the Omega Master Lease Agreement to certain operators set forth therein (the "Existing Omega Operators").

(b) Certain of the Debtors, including the Existing Omega Operators, and other parties (each an "Omega Master Lease Guarantor" and, collectively with the Omega Master Tenant, the "Omega Master Lease Obligors," and, together with the Welltower Master Lease Obligors and the Prepetition Term Loan Obligors, the "Prepetition TL/ML Obligors" and, the Prepetition TL/ML Obligors together with the Prepetition ABL Obligors, the "Prepetition Obligors") have entered into that certain Lease Guaranty, dated as of January 30, 2015 with the "Omega Landlords" (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, in respect of the Omega Master Lease Agreement, the "Omega Master Lease Guaranty").

(c) As of the Petition Date, the Omega Master Lease Obligors were justly and lawfully indebted and liable to the Omega Landlords, without defense, counterclaim or offset of any kind for certain amounts, plus accrued and unpaid interest thereon and fees, expenses (including any attorneys', accountants', appraisers' and financial advisors' fees, in each case, solely to the extent that they are chargeable or reimbursable under the Omega Master Lease Documents), charges, indemnities and all other Obligations (as defined in the Omega Master Lease) incurred or accrued in connection therewith (whether arising before, on, or after the Petition Date) owing, in each case under or in connection with the Omega Master Lease Documents without defense, counterclaim, or offset of any kind (collectively, the "Omega Master Lease Obligations" and, together with the Welltower Master Lease Obligations, the "WELL/OHI Master Lease Obligations" and the WELL/OHI Master Lease Obligations together with the Prepetition Term Loan Obligations, the "Prepetition TL/ML Secured Obligations" and, the Prepetition TL/ML Secured Obligations together with the Prepetition ABL Obligations, the "Prepetition Secured Obligations"), which Omega Master Lease Obligations have been guaranteed on a joint and several basis by the Omega Master Lease Guarantors.

(d) The Omega Master Lease Obligations are secured by second priority security interests in and liens on property of the Omega Master Lease Obligors constituting ABL Senior Collateral and first priority security interests in and liens on any other property of the Omega Master Lease Obligors as set forth in the Omega Master Lease Documents (the "Omega Landlord Collateral" and, together with the Welltower Landlord Collateral, the "WELL/OHI Landlord Collateral" and, the WELL/OHI Landlord Collateral, together with the Prepetition Term Loan Collateral, the "Prepetition TL/ML Collateral" and, the Prepetition TL/ML Collateral together with the ABL Senior Collateral, the "Prepetition Collateral"; and such liens on and

security interests in the Welltower Landlord Collateral and the Omega Landlord Collateral, the "WELL/OHI Master Lease Liens," and together with the Prepetition Term Loan Liens, the "Prepetition TL/ML Liens" and, the Prepetition TL/ML Liens together with the Prepetition ABL Liens, the "Prepetition Liens").

(vi) ***Intercreditor Agreements***. As of the Petition Date the Prepetition Non-HUD ABL Agent was party to (A) that certain Intercreditor Agreement dated as of March 9, 2022, by and among the Prepetition Non-HUD ABL Agent, in its capacity as revolving agent for itself and the Prepetition Non-HUD ABL Lenders, and the Prepetition Term Loan Agent, in its capacity as administrative agent for itself and the Prepetition Term Loan Lenders (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Prepetition ABL/TL Intercreditor Agreement"), which governs, among other things, the rights, interests obligations, priority, and positions of the Prepetition Non-HUD ABL Secured Parties and the Prepetition Term Loan Secured Parties with respect to collateral on which both the Prepetition ABL Non-HUD Secured Parties and the Prepetition Term Loan Secured Parties hold liens; (B)(i) that certain Intercreditor Agreement dated as of December 23, 2016, by and among the Prepetition Non-HUD ABL Agent (as successor to MidCap Funding IV Trust) in its capacity as revolving agent for itself and the Prepetition Non-HUD ABL Lenders, the Prepetition Term Loan Agent, and certain Welltower Landlords (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time); and (ii) that certain Intercreditor Agreement dated as of October 31, 2019, by and among the Prepetition Non-HUD ABL Agent (as successor to MidCap Funding IV Trust) in its capacity as revolving agent for itself and the Prepetition Non-HUD ABL Lenders, the Prepetition Term Loan Agent, and certain Welltower Landlords (as amended, restated, amended and restated, supplemented, or otherwise modified from

time to time, together, the "Prepetition ABL/WELL ML Intercreditor Agreements"), which govern, among other things, the rights, interests obligations, priority, and positions of the Prepetition Non-HUD ABL Secured Parties and the Welltower Landlords with respect to collateral on which both the Prepetition Non-HUD ABL Secured Parties and the Welltower Landlords hold liens; and (C) that certain Intercreditor Agreement dated as of July 29, 2016, by and among the Prepetition Non-HUD ABL Agent (as successor to MidCap Funding IV Trust) in its capacity as revolving agent for itself and the Prepetition Non-HUD ABL Lenders, the Prepetition Term Loan Agent, and certain Omega Landlords (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Prepetition ABL/OHI ML Intercreditor Agreement"), which governs, among other things, the rights, interests obligations, priority, and positions of the Prepetition Non-HUD ABL Secured Parties and the Omega Landlords with respect to collateral on which both the Prepetition Non-HUD ABL Secured Parties and the Omega Landlords hold liens.

(vii) ***Prepetition Secured Obligations***. As of the Petition Date, the Prepetition Secured Obligations owing to the Prepetition Secured Parties constitute legal, valid, and binding obligations of the Debtors and their applicable affiliates, enforceable against them in accordance with their respective terms (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code); and no portion of the Prepetition Secured Obligations owing to, or any transfers made to any or all of the Prepetition Secured Parties is subject to avoidance, recharacterization, reduction, set-off, offset, counterclaim, cross-claim, recoupment, defenses, disallowance, impairment, recovery, subordination (whether equitable or otherwise), or any other legal or equitable challenges pursuant to the Bankruptcy Code or applicable non-bankruptcy law or regulation by any person or entity.

(viii) ***Prepetition Liens***. The Prepetition Liens granted to the Prepetition Secured Parties respectively constitute legal, valid, binding, enforceable (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code), non-avoidable, and properly perfected liens on and security interests in the Prepetition Collateral and were granted to, or for the benefit of, the applicable Prepetition Secured Parties for fair consideration and reasonably equivalent value, and are not subject to defense, counterclaim, recharacterization, subordination (equitable or otherwise), avoidance, or recovery pursuant to the Bankruptcy Code or applicable non-bankruptcy law or equity or regulation by any person or entity.

(ix) ***No Challenges/Claims***. No offsets, challenges, objections, defenses, claims or counterclaims of any kind or nature to any of the Prepetition Liens or Prepetition Secured Obligations exist, no facts or occurrence supporting or giving rise to any offset, challenge, objection, defense, claim or counterclaim of any kind or nature to any of the Prepetition Liens or Prepetition Secured Obligations exist, and no portion of the Prepetition Liens or Prepetition Secured Obligations are subject to any challenge or defense including, without limitation, avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law or equity. The Debtors and their estates have no valid Claims (as such term is defined in section 101(5) of the Bankruptcy Code), objections, challenges, causes of action, and/or choses in action, including "lender liability" causes of action, derivative claims, or basis for any equitable relief against any of the Prepetition Secured Parties or DIP Lenders or any of their respective predecessors, affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees with respect to the Prepetition ABL Documents, the Prepetition Term Loan Documents, the Welltower Master Lease Documents, the Omega Master Lease Documents, the Prepetition Secured Obligations, the

Prepetition Liens, the DIP Loan Documents, the DIP Liens, or otherwise, whether arising at law or at equity, including, without limitation, any challenge, recharacterization, subordination, avoidance, recovery, disallowance, reduction, or other Claims arising under or pursuant to sections 105, 502, 510, 541, 542 through 553, inclusive, or 558 of the Bankruptcy Code or applicable non-bankruptcy law equivalents. The Prepetition Secured Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code. The Debtors waive, discharge, and release any right to challenge any of the Prepetition Secured Obligations, including the amount, allowance, character and priority of the Debtors' Obligations thereunder and the validity, binding, legal, enforceability, allowance, amount, characterization, extent and priority as to the Prepetition Secured Liens.

(x) ***Indemnity***. The DIP Agent, the DIP Lenders, and the Prepetition Secured Parties have acted in good faith, and without negligence or violation of public policy or law, in respect of all actions taken by them in connection with or related in any way to negotiating, implementing, documenting, or obtaining the requisite approvals of the DIP Facility and the use of Cash Collateral, including in respect of the granting of the DIP Liens and the Adequate Protection Liens (as defined below), the DIP Superpriority Claims (as defined below), and the Adequate Protection Superpriority Claims (as defined below), and all documents related to any and all transactions contemplated by the foregoing. Accordingly, the Prepetition Secured Parties, the DIP Agent, and the DIP Lenders shall be and hereby are indemnified and held harmless by the Debtors, joint and severally, in respect of any Claim or liability incurred in respect thereof or in any way related thereto, provided that no such party will be indemnified for any loss, cost, expense, or liability to the extent determined in a final, non-appealable judgment of a court of competent jurisdiction to have resulted primarily from any such party's gross negligence or willful

misconduct. No exception or defense exists in contract, law, or equity as to any obligation set forth in this paragraph, in the Prepetition ABL Documents, the Prepetition Term Loan Documents, the Welltower Master Lease Documents, the Omega Master Lease Documents, or in the DIP Loan Documents, to the Debtors' obligation to indemnify and/or hold harmless the Prepetition Secured Parties, the DIP Agent, or the DIP Lenders, as the case may be.

(xi) ***Releases***. Effective as of the date of entry of the Interim Order, and reaffirmed by this Final Order, as to the Debtors only, subject solely to the rights and limitations set forth in paragraph 24 herein, each of the Debtors and the Debtors' estates, on its and their own behalf, on behalf of its and their respective past, present and future predecessors, heirs, successors, subsidiaries, and assigns, hereby absolutely, unconditionally and irrevocably releases and forever discharges and acquits (i) the DIP Agent, the Welltower DIP Lender, the Omega DIP Lender, the Welltower Master Lease Secured Parties, the Omega Master Lease Secured Parties, the Prepetition Term Loan Agent, the Prepetition WELL/OHI Term Loan Lenders, the Prepetition ABL Secured Parties, and each of their respective officers, directors, controlling persons, employees, agents, attorneys, affiliates, or successors of each of the foregoing (all in their capacities as such) and (ii) the WAX DIP Lender and the WAX/MAO Investigation Parties (as defined in the DIP Term Sheet), solely as it relates to the DIP Facility, the DIP Obligations, and the DIP Loan Documents ((i) and (ii) collectively, the "Released Parties"), from any and all (a) obligations and liabilities to the Debtors (and their successors and assigns), and (b) claims, counterclaims, demands, defenses, offsets, debts, accounts, contracts, liabilities, actions and causes of action arising prior to the date of this Final Order of any kind, nature or description, whether matured or unmatured, known or unknown, asserted or unasserted, foreseen or unforeseen, accrued or unaccrued, suspected or unsuspected, liquidated or unliquidated, pending or threatened, arising in law or equity, upon

contract or tort or under any state or federal law or otherwise, in each case arising out of or related to (as applicable) the Prepetition Term Loan Documents, the Prepetition ABL Documents, the Welltower Master Lease Documents, the Omega Master Lease Documents, the DIP Loan Documents, and the obligations owing and financial obligations made thereunder, the negotiation thereof and of the transactions and agreements reflected thereby, and the obligations and financial obligations made thereunder, in each case that the Debtors at any time had, now have or may have, or that their predecessors, successors or assigns at any time had or hereafter can or may have against any of the Released Parties for or by reason of any act, omission, matter, cause or thing whatsoever arising at any time on or prior to the date of this Final Order. For the avoidance of doubt, nothing in this release shall relieve the DIP Loan Parties or the Debtors of the Prepetition Secured Obligations or their obligations under the DIP Loan Documents from and after the date of this Final Order.

(xii) ***Sale and Credit Bidding***. The Debtors and the Prepetition Obligors admit, stipulate, acknowledge, and agree that any one or more of the DIP Lenders, the DIP Agent, or the Prepetition Secured Parties, shall have the right to credit bid the entirety of (or any portion of) the Prepetition Secured Obligations and/or the DIP Facility Obligations, as applicable, secured by their respective Prepetition Liens.

(xiii) ***Cash Collateral***. Any and all of the DIP Loan Parties' cash and other amounts on deposit or maintained in any account or accounts by the Debtors, whether existing as of the Petition Date or thereafter, wherever located, including any amounts generated by the collection of accounts receivable or other disposition of the Prepetition Collateral existing as of the Petition Date, constitutes or will constitute "cash collateral" within the meaning of section 363(a) of the Bankruptcy Code (the "Cash Collateral").

(xiv) ***Bank Accounts***. The Debtors acknowledge and agree that as of the Petition Date, none of the Debtors has either opened or maintains any bank accounts other than the accounts listed in the exhibit attached to any order authorizing the Debtors to continue to use the Debtors' existing cash management system.

F. **Findings Regarding Corporate Authority**. Each DIP Loan Party has all requisite power and authority to execute and deliver the DIP Loan Documents to which it is a party and to perform its obligations thereunder.

G. **Findings Regarding Postpetition Financing and Use of Cash Collateral**.

(i) ***Good Cause***. Good and sufficient cause has been shown for the entry of this Final Order and for authorization of the Debtors to obtain financing pursuant to the DIP Facility and the DIP Loan Documents, and to use Cash Collateral as set forth herein and consistent with the Approved DIP Budget (as defined below), subject to Permitted Variances (as defined below).

(ii) ***Immediate Need for Postpetition Financing and Use of Cash Collateral***. The Debtors' need to use the Prepetition Collateral (including Cash Collateral) and to obtain credit pursuant to the DIP Facility as provided for herein is immediate and critical to avoid serious and irreparable harm to the Debtors, their estates, their creditors, and other parties in interest. The Debtors have an immediate need to obtain the DIP Loans and other financial accommodations and to continue to use the Prepetition Collateral (including Cash Collateral) in order to, among other things: (a) permit the orderly continuation of the operation of their businesses; (b) maintain the health, safety, and well-being of their residents; (c) maintain, amend, renew, or modify insurance policies in the ordinary course of business; (d) maintain business relationships with customers, vendors, and suppliers, including purchasing necessary materials and services to maintain

compliance with all applicable regulatory and safety requirements; (e) make payroll; (f) satisfy other working capital, capital improvement, and operational needs; (g) make postpetition payments to the Debtors' landlords when due, including under the terms of the Welltower Master Lease Documents, the Omega Master Lease Documents, the VSR Master Leases, the PA 22 Sub-Subleases, and the JV Leases; (h) pay professional fees, expenses, and obligations; (i) pay costs, fees, and expenses associated with or payable under the DIP Facility, subject to the terms of this Final Order and the DIP Loan Documents; and (j) make adequate protection payments as set forth herein. The Debtors' use of Cash Collateral alone would be insufficient to meet the Debtors' cash disbursement needs. The access by the Debtors to sufficient working capital and liquidity through the use of Cash Collateral and other Prepetition Collateral, incurrence of new indebtedness under the DIP Loan Documents, and other financial accommodations provided under the DIP Loan Documents are necessary and vital to preserve and maintain the value of the Debtors' assets. The terms of the proposed DIP Facility pursuant to the DIP Loan Documents, and this Final Order are fair and reasonable, reflect each Debtor's exercise of its prudent business judgment, and are supported by reasonably equivalent value and fair consideration.

(iii) ***No Credit Available on More Favorable Terms***. The Debtors have been unable to obtain financing and other financial accommodations from sources other than the DIP Lenders on terms more favorable than those provided under the DIP Facility and the DIP Loan Documents. The Debtors have been unable to obtain adequate unsecured credit allowable as an administrative expense under section 503(b)(1) of the Bankruptcy Code. The Debtors also have been unable to obtain adequate credit for money borrowed (a) having priority over administrative expenses of the kind specified in sections 503(b), 507(a), and 507(b) of the Bankruptcy Code, or (b) secured only by a lien on property of the Debtors and their estates that is not otherwise subject

to a lien. Postpetition financing is not otherwise available without (i) as with respect to the DIP Lenders: (1) granting to each of the DIP Lenders, jointly and severally, the DIP Liens on all DIP Collateral, as set forth herein, (2) the DIP Superpriority Claims, and (3) the other protections set forth in this Final Order; (ii) as with respect the Prepetition ABL Agents for the benefit of the Prepetition ABL Lenders: (1) the ABL Adequate Protection Liens on all ABL Adequate Protection Collateral (each as defined below), as set forth herein, (2) the ABL Adequate Protection Superpriority Claims (as defined below), and (3) the other protections set forth in this Final Order; and (iii) as with respect to the Prepetition TL/ML Secured Parties: (1) the Prepetition Term Loan Adequate Protection Liens and the WELL/OHI Master Lease Adequate Protection Liens (each as defined below), as set forth herein, (2) the Prepetition Term Loan Adequate Protection Superpriority Claims and the WELL/OHI Master Lease Adequate Protection Superpriority Claims (each as defined below), and (3) the other protections set forth in this Final Order. After considering all alternatives, the Debtors have properly concluded, in the exercise of their sound business judgment, that the DIP Facility represents the best financing available to them at this time, and are in the best interests of all of their stakeholders.

(iv) ***Use of Proceeds of the DIP Facility and Cash Collateral***. As a condition to entry into the DIP Facility, the extension of credit and other financial accommodations made under the DIP Facility and the consent to use Cash Collateral (including, without limitation, the proceeds of the DIP Facility), each of the Prepetition ABL Secured Parties, the Prepetition TL/ML Secured Parties and the DIP Secured Parties requires, and the Debtors have agreed, that Cash Collateral, the proceeds of the DIP Facility, and all other cash or funds of the Debtors, shall be used solely in accordance with the terms and conditions of this Final Order and the DIP Loan

Documents, and only for the expenditures set forth in and consistent with the Approved DIP Budget (as defined below) (subject to Permitted Variances), and for no other purpose.

(v) ***Adequate Protection***. The Debtors have agreed, pursuant to sections 361, 362, 363, and 364 of the Bankruptcy Code, to provide the Prepetition Secured Parties adequate protection, as and to the extent set forth in this Final Order, against the risk of any postpetition aggregate diminution in the value of their respective interests in the Prepetition Collateral which is as a result of, or arises from, or is attributable to, the imposition of the automatic stay, or the use, sale or lease of such Prepetition Collateral, or the grant of a lien under section 364 of the Bankruptcy Code and applicable case law interpreting the same (any such diminution, "Diminution in Value"). Based on the DIP Motion, the DIP Declaration, the First Day Declaration, or other evidence filed in support of the DIP Motion, and the record presented to this Court in connection with the Interim Hearing and Final Hearing, the terms of the adequate protection arrangements and of the use of Prepetition Collateral (including Cash Collateral) are fair and reasonable, reflect the Debtors' prudent exercise of business judgment and constitute reasonably equivalent value and fair consideration for the use of Prepetition Collateral (including Cash Collateral).

(vi) [Reserved].

(vii) ***Limitation on Charging Expenses Against Collateral***. As set forth in paragraph 25 herein, no costs or expenses of administration of the Chapter 11 Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the DIP Collateral or any Prepetition Collateral (in each case, including Cash Collateral) as to the Prepetition Secured Parties pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the DIP Secured Parties with respect to DIP Collateral or the Prepetition

Secured Parties with respect to the Prepetition Collateral, and no consent shall be implied from any other action, inaction or acquiescence by the DIP Secured Parties or the Prepetition Secured Parties, respectively, and nothing contained in this Final Order or the DIP Loan Documents shall be deemed to be a consent by the DIP Secured Parties or the Prepetition Secured Parties to any charge, lien, assessment, or claims against the DIP Collateral or the Prepetition Collateral, respectively, under section 506(c) of the Bankruptcy Code or otherwise.

(viii) ***No Marshaling***. In no event shall the DIP Secured Parties or the Prepetition Secured Parties be subject to the equitable doctrine of "marshaling" or any similar doctrine with respect to the DIP Collateral, the DIP Facility Obligations, the Prepetition Collateral, or the Prepetition Secured Obligations. Further, in no event shall the "equities of the case" exception in section 552(b) of the Bankruptcy Code apply to the Prepetition Secured Parties or the Prepetition Collateral.

(ix) ***Business Judgment and Good Faith Pursuant to Section 364(e)***. Based on the DIP Motion, the DIP Declaration, the First Day Declaration, and the record presented to this Court at the Interim Hearing and Final Hearing, (a) the extension of credit and other financial accommodations made under the DIP Facility; (b) the terms of the DIP Loan Documents; (c) the fees and other amounts paid and to be paid thereunder; (d) the terms of adequate protection granted to the Prepetition Secured Parties; (e) the terms on which the Debtors may continue to use Prepetition Collateral (including Cash Collateral); and (f) the Cash Collateral arrangements described therein and herein, in each case, pursuant to this Final Order and the DIP Loan Documents, (1) are fair, reasonable, and the best available to the Debtors under the circumstances; (2) reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties; (3) are supported by reasonably equivalent value and fair consideration; and (4) represent

the best financing available. The DIP Facility and the use of Prepetition Collateral (including Cash Collateral) were negotiated in good faith and at arm's length among the Debtors, the DIP Secured Parties, and the Prepetition Secured Parties. The use of Prepetition Collateral (including Cash Collateral) and the credit to be extended under the DIP Facility shall be deemed to have been so allowed, advanced, made, used, and/or extended in good faith, and for valid business purposes and uses, within the meaning of section 364(e) of the Bankruptcy Code, and the DIP Secured Parties are therefore entitled to the protection and benefits of section 364(e) of the Bankruptcy Code and this Final Order.

(x) ***Good Faith of DIP Secured Parties***. The DIP Facility, the adequate protection granted to the Prepetition Secured Parties, and the use of Prepetition Collateral (including Cash Collateral) hereunder have been negotiated in good faith and at arm's length among the Debtors, the DIP Secured Parties, and their respective advisors, and all of the Debtors' obligations and indebtedness arising under, in respect of, or in connection with, the DIP Facility and the DIP Loan Documents, including, without limitation, all loans and other financial accommodations made to and guarantees issued by the Debtors pursuant to the DIP Loan Documents and any DIP Facility Obligations shall be deemed to have been extended by the DIP Secured Parties and their respective affiliates in good faith, as that term is used in section 364(e) of the Bankruptcy Code, and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code, and the claims, security interests and liens, and other rights, benefits, and protections granted to the DIP Secured Parties (and the successors and assigns thereof) pursuant to this Final Order and the DIP Loan Documents shall each be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Final Order or any provision hereof is reversed or modified on appeal.

(xi) ***Good Faith of Prepetition Secured Parties***. The Prepetition Secured Parties have acted in good faith regarding the DIP Facility and the Debtors' continued use of Prepetition Collateral (including Cash Collateral) to fund the administration of the Debtors' estates and continued operation of their businesses (including the incurrence and payment of any adequate protection obligations and the granting of adequate protection liens), in accordance with the terms hereof.

(xii) ***Initial DIP Budget***. The Debtors have prepared and delivered to the DIP Secured Parties the initial itemized cash flow forecast set forth on **Exhibit 2** to the Interim Order (the "Initial DIP Budget"), which is acceptable to each of the DIP Lenders, setting forth all line-item and cumulative cash receipts and operating disbursements on a weekly basis for the period beginning as of the week including the Closing Date (as defined in the DIP Credit Agreement) through and including the end of the thirteenth calendar week following such week. The DIP Secured Parties are relying upon the Debtors' agreement to comply with the Initial DIP Budget (as may be updated by the Debtors and approved by each of the DIP Lenders from time to time pursuant to and in accordance with the terms hereof and of the DIP Credit Agreement, the "Approved DIP Budget"), in determining to enter into the postpetition financing arrangements provided for in this Final Order and to allow the Debtors to use DIP Collateral (including Cash Collateral) subject to the terms of this Final Order, respectively.

(xiii) ***Notice***. Notice of the Final Hearing and the emergency relief requested in the DIP Motion has been provided by the Debtors, whether by facsimile, email, overnight courier, or hand delivery, to certain parties in interest, including: (a) the U.S. Trustee for Region 6; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) counsel to the Prepetition ABL Agents; (d) counsel to the Prepetition Term Loan Agent,

(e) counsel to the Omega Landlords; (f) counsel to the Welltower Landlords; (g) the United States Department of Housing and Urban Development, (h) the United States Attorney's Office for the Northern District of Texas; (i) the Internal Revenue Service; (j) the state attorneys general for states in which the Debtors conduct business; (k) the Attorney General for the State of Texas; (l) the Texas Comptroller of Public Accounts, (m) the Official Committee, and (n) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties"). Under the circumstances, such notice of the Final Hearing and the relief requested in the DIP Motion constitutes due, sufficient, and appropriate notice and complies with section 102(1) of the Bankruptcy Code, Bankruptcy Rules 2002 and 4001(b) and (c), and the Complex Case Procedures.

(xiv) ***Relief Essential; Necessity of Immediate Entry***. The Debtors have requested immediate entry of this Final Order pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2). Absent entry of this Final Order, the Debtors' businesses, properties, and estates will be immediately and irreparably harmed. This Court concludes that entry of this Final Order is in the best interests of the Debtors' estates, and is necessary, essential, and appropriate for the continued operation of the Debtors' businesses and the management and preservation of their assets and properties.

NOW THEREFORE, based upon the foregoing findings and conclusions, the DIP Motion, the DIP Declaration, the First Day Declaration, and the record before this Court, and after due consideration, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. **DIP Motion Approved**. The DIP Motion is granted on a final basis, and the DIP Facility is authorized and approved, in each case, in accordance with and subject to the terms and conditions of this Final Order and the DIP Credit Agreement. Any objections or other statements

to any of the relief set forth in this Final Order that have not been withdrawn, waived, or settled, and all reservation of rights inconsistent with this Final Order, are hereby overruled.

2. Authorization of DIP Facility.

(a) Subject to the terms and conditions of this Final Order, each of the DIP Loan Parties is hereby authorized to execute, enter into, guarantee (as applicable), and perform all obligations under the DIP Loan Documents, and such additional documents, instruments, certificates and agreements as may be reasonably required or requested by the DIP Secured Parties to implement the terms or effectuate the purposes of this Final Order and the DIP Loan Documents. To the extent not entered into as of the date hereof, the Debtors and the DIP Secured Parties shall negotiate the DIP Loan Documents in good faith, and in all respects such DIP Loan Documents shall be, subject to the terms of this Final Order, consistent with the terms of the DIP Loan Documents and otherwise acceptable to the DIP Secured Parties. Upon entry of this Final Order, this Final Order, the DIP Credit Agreement, and the other DIP Loan Documents shall govern and control the DIP Facility.

(b) Upon entry of this Final Order, the DIP Borrowers are authorized to incur, and the DIP Guarantors are hereby authorized to unconditionally guarantee, on a joint and several basis, all of the DIP Loan Parties' DIP Facility Obligations on account of such incurrence under the DIP Facility, up to aggregate principal amount of $30 million in new money DIP Loans on a final basis, together with applicable interest, protective advances, fees, and other charges payable in connection with the DIP Facility, subject to the terms and conditions set forth in this Final Order and the DIP Credit Agreement.

(c) In accordance with the terms of this Final Order and the DIP Loan Documents, proceeds of the DIP Loans shall be used solely for the purposes permitted under the

DIP Loan Documents and this Final Order, and in accordance with the Approved DIP Budget, subject to any Permitted Variance as set forth in this Final Order and the DIP Loan Documents.

(d) Without limiting the foregoing, and without the need for further approval of this Court, each DIP Loan Party is authorized to perform all acts to make, execute, and deliver all instruments and documents and to pay all fees or expenses that are authorized by the DIP Loan Documents and this Final Order.

(e) No DIP Secured Party shall have any obligation or responsibility to monitor any Debtor's use of the DIP Facility, and each DIP Secured Party may rely upon each DIP Loan Party's representations that the amount of the DIP Facility requested at any time and the use thereof are in accordance with the requirements of this Final Order, the DIP Credit Agreement, and Bankruptcy Rule 4001(c)(2).

3. **DIP Facility Obligations**. Upon entry of this Final Order and execution and delivery of the DIP Credit Agreement and the other DIP Loan Documents, the DIP Credit Agreement and the other DIP Loan Documents shall constitute valid, binding, enforceable, and non-avoidable obligations of each of the DIP Loan Parties, and shall be fully enforceable against each of the DIP Loan Parties, their estates, and any successors thereto, including, without limitation, any estate representative or trustee appointed in any of the Chapter 11 Cases, or any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Chapter 11 Cases, or in any other proceedings superseding or relating to any of the foregoing and/or upon the dismissal of any of the Chapter 11 Cases, and their creditors and other parties in interest, in each case, in accordance with the terms thereof and this Final Order. Upon execution and delivery of the DIP Loan Documents, the Debtors shall file the same with the Court within three (3) business days of their execution, and the DIP Facility Obligations will include all postpetition loans and

any other indebtedness or obligations, contingent or absolute, now existing or hereafter arising, which may from time to time be or become owing by any of the DIP Loan Parties to the DIP Agent or DIP Lenders, in each case, under, or secured by, and in accordance with, the DIP Loan Documents or this Final Order, including all principal, interest, costs, fees, expenses, and other amounts under the DIP Loan Documents (including this Final Order). The DIP Loan Parties shall be jointly and severally liable for the DIP Facility Obligations. Subject to paragraph 18 of this Final Order and after the expiration of the DIP Remedies Notice Period (as defined below), the DIP Facility Obligations shall be due and payable, without notice or demand, and the use of Cash Collateral shall automatically cease during the continuation of a DIP Termination Event (as defined below) or the occurrence and continuance of any event or condition set forth in paragraph 18 of this Final Order. No obligation, payment, transfer, or grant of security under the DIP Credit Agreement, the other DIP Loan Documents, or this Final Order to the DIP Secured Parties shall be stayed, restrained, voidable, or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under sections 362, 502(d), 544, 548, or 549 of the Bankruptcy Code, any applicable Uniform Voidable Transactions Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or other similar state statute or common law), or subject to any defense, reduction, recoupment, recharacterization, subordination, disallowance, impairment, cross-claim, claim, counterclaim, offset, or any other challenge under the Bankruptcy Code or any applicable law unless in accordance with paragraph 18 or 19 of this Final Order. Notwithstanding anything contained in the DIP Credit Agreement to the contrary, Section 2.11(a) is hereby amended by deleting such section in its entirety and replacing it as follows: "Each Loan shall bear interest at a rate per annum equal to 14.0%."

4. **No Obligation to Extend Credit**. The DIP Secured Parties shall have no obligation to make any loan or advance under the DIP Credit Agreement unless all of the conditions precedent to the making of such extension of credit by the DIP Secured Parties under the DIP Credit Agreement, the other DIP Loan Documents, and this Final Order have been satisfied in full or waived in accordance with the terms of the DIP Credit Agreement and the other DIP Loan Documents.

5. ***Procedure for Payment of DIP Fees and Expenses***. All fees and expenses permitted to be paid pursuant to Paragraph 2 above (such fees, the "DIP Fees and Expenses") shall be paid in accordance with the following procedures, and the invoices for such fees and expenses shall not be required to comply with any particular format, may be in summary form only and may include redactions necessary to protect attorney-client privilege.

(a) The applicable professional shall serve copies of the invoices supporting the DIP Fees and Expenses on counsel to the Debtors, counsel to the Prepetition ABL Agents, counsel to the Prepetition Term Loan Agent, counsel to the Official Committee and the U.S. Trustee (collectively, the "Fee Notice Parties").

(b) Any DIP Fees and Expenses shall be subject to prior ten-day review by the Fee Notice Parties.

(c) If no objection is filed within such ten-day review period and the review period is not otherwise extended in writing by the DIP Lenders, such invoice shall be paid without further order of the Court within five days after the expiration of the foregoing review period and shall not be subject to any further review, challenge, or disgorgement.

(d) If any Fee Notice Party shall file with this Court an objection to any such legal invoice, the undisputed amounts shall be paid immediately and the portion subject to such objection shall not be paid until resolution of such objection by this Court.

(e) For the avoidance doubt, the provision of such invoices shall not constitute a waiver of attorney-client privilege or any benefits of the attorney work product doctrine.

6. **DIP Liens**.

(a) As security for the DIP Facility Obligations, effective and perfected upon the date of this Final Order, and without the necessity of the execution, recordation of filings by the Debtors or any other party of mortgages, security agreements, control agreements, pledge agreements, financing statements, or other similar documents, or the possession or control by the DIP Agent or DIP Lenders of or over any DIP Collateral, the following security interests and liens are hereby jointly and severally granted by the Debtors to the DIP Lenders, subject to (i) the Prepetition ABL Obligations, Prepetition ABL Liens, and ABL Adequate Protection, (ii) the Prepetition Term Loan Obligations, Prepetition Term Loan Liens, and Prepetition Term Loan Adequate Protection, (iii) the WELL/OHI Master Lease Obligations, WELL/OHI Master Lease Liens, and WELL/OHI Master Lease Adequate Protection, (iv) the Prepetition HUD Adequate Protection; (v) the Permitted Liens (as defined below), and (vi) the Carve Out (all such liens and security interests granted to each of the DIP Lenders, jointly and severally, pursuant to this Final Order and the DIP Loan Documents, the "DIP Liens"):

(1) ***First Priority Lien on Unencumbered Property***. Pursuant to section 364(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected first priority senior security interest in and lien upon the all property of the DIP Loan Parties, whether existing on the Petition Date or thereafter acquired, that, on or as of

the Petition Date that is not subject to (i) valid, perfected and non-avoidable liens, or (ii) valid and non-avoidable liens perfected after the Petition Date to the extent permitted by section 546(b) of the Bankruptcy Code, including, but not limited to, all of the DIP Loan Parties' respective rights, title, or interest in and to the following assets to the extent unencumbered: cash and any investment of such cash, accounts, inventory, goods, contract rights, mineral rights, instruments, documents, chattel paper, patents, trademarks, copyrights and licenses therefor, accounts receivable, receivables and receivables records, general intangibles, payment intangibles, tax or other refunds, insurance proceeds, letters of credit, intercompany claims, contracts, owned real estate, real property leaseholds and proceeds therefrom, fixtures, deposit accounts, commercial tort claims, securities accounts, instruments, investment property, letter-of-credit rights, supporting obligations, vehicles, machinery and equipment, real property, all of the issued and outstanding capital stock of each DIP Loan Party, other equity or ownership interests, including equity interests in subsidiaries and non-wholly-owned subsidiaries, beneficial interests in any trust, money, investment property, causes of action (other than (a) the DIP Loan Parties' respective claims and causes of action under sections 502(d), 544, 545, 547, 548, 549, 550, and 553 of the Bankruptcy Code and any other avoidance or similar action under the Bankruptcy Code or similar state law (the "Avoidance Actions") and the proceeds of Avoidance Actions and (b) all causes of action that are not accounts receivable or accounts), and all cash and non-cash proceeds, rents, products, substitutions, accessions, profits, and supporting obligations of any of the collateral described above, whether existing on the Petition Date or thereafter acquired, and wherever located, and the proceeds, products, rents, and profits of the foregoing whether arising under section 552(b) of the Bankruptcy

Code or otherwise (all of the foregoing collectively, the "DIP Priority Collateral"); for the avoidance of doubt, the DIP Priority Collateral excludes assets that qualify as ABL Senior Collateral (as defined herein).

(2) ***Priming Liens and Liens Junior to Certain Other Liens***. Pursuant to sections 364(c)(3) and 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected security interest in and lien on all property of the DIP Loan Parties (other than the property described in clause (1) above, as to which the liens and security interests in favor of the DIP Lenders will be as described in such clause), whether existing on the Petition Date or thereafter acquired, including, but not limited to, all of the DIP Loan Parties' respective rights, title, or interest in and to the following assets: cash and any investment of such cash, accounts, inventory, goods, contract rights, mineral rights, instruments, documents, chattel paper, patents, trademarks, copyrights and licenses therefor, accounts receivable, receivables and receivables records, general intangibles, payment intangibles, tax or other refunds, insurance proceeds, letters of credit, intercompany claims, contracts, owned real estate, real property leaseholds and proceeds therefrom, fixtures, deposit accounts, commercial tort claims, securities accounts, instruments, investment property, letter-of-credit rights, supporting obligations, vehicles, machinery and equipment, real property, all of the issued and outstanding capital stock of each DIP Loan Party, other equity or ownership interests, including equity interests in subsidiaries and non-wholly- owned subsidiaries, beneficial interests in any trust, money, investment property, causes of action (other than (a) Avoidance Actions and proceeds of Avoidance Actions and (b) all causes of action that are not accounts receivable or accounts), and all cash and non-cash proceeds, rents, products, substitutions, accessions,

profits, and supporting obligations of any of the collateral described above, whether in existence on the Petition Date or thereafter created, acquired, or arising and wherever located, which DIP Liens shall be (A) subject only to the Carve Out, the ABL Obligations, Prepetition ABL Liens, ABL Adequate Protection, Prepetition Term Loan Obligations, Prepetition Term Loan Liens, Prepetition Term Loan Adequate Protection, Prepetition HUD Adequate Protection, WELL/OHI Master Lease Obligations, WELL/OHI Master Lease Liens, WELL/OHI Master Lease Adequate Protection Liens, Prepetition Rochester Manor HUD Liens, Prepetition HUD Lender Liens, and liens of other landlords of the Debtors (the "Other Landlord Liens") (in each case in this subclause (A), to the extent such liens and security interests are valid, perfected and nonavoidable as of the Petition Date, the "Permitted Liens"), and (B) subject to the Permitted Liens, senior to any and all other liens and security interests in the DIP Collateral (collectively, the "DIP Priming Collateral" and, the DIP Priming Collateral, together with the DIP Priority Collateral and the Prepetition Collateral, the "DIP Collateral")).

(b) For the avoidance of doubt, the term "DIP Collateral" shall include all assets and properties of each of the Debtors of any kind or nature whatsoever, whether tangible or intangible, real, personal or mixed, whether now owned by or owing to, or hereafter acquired by, or arising in favor of, any of the Debtors, whether prior to or after the Petition Date, whether owned or consigned by or to, or leased from or to, the Debtors, and wherever located, including, without limitation, each of the Debtors' rights, title and interests in (i) all Prepetition Collateral, and (ii) all proceeds, products, offspring, and profits of each of the foregoing and all accessions to, substitutions, and replacements for, each of the foregoing, including any and all proceeds of any

insurance, indemnity, warranty, or guaranty payable to any Debtor from time to time with respect to any of the foregoing.

(c) Except as expressly provided in this Final Order, the DIP Liens (i) shall not be made subject or subordinate to or *pari passu* with (A) any lien, security interest, or claim heretofore or hereinafter granted in any of the Chapter 11 Cases, including any subsequently converted Chapter 11 Case of the Debtor to a case under chapter 7 of the Bankruptcy Code and any lien or security interest granted in favor of any federal, state, municipal, or other governmental unit (including any regulatory body), commission, board, or court for any liability of the Debtors, (B) any lien or security interest that is avoided or preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code or otherwise, (C) any intercompany or affiliate claim, lien, or security interest of the Debtors or their affiliates, or (D) any other lien, security interest, or claim arising under section 363 or 364 of the Bankruptcy Code granted on or after the date hereof, and (ii) shall not be subject to sections 506(c), 510, 549, 550, or 551 of the Bankruptcy Code.

(d) Any provision of any lease, loan document, easement, use agreement, proffer, covenant, license, contract, organizational document, or other instrument or agreement that requires the consent, or the payment of any fees or obligations to, any governmental entity or non-governmental entity in order for the DIP Loan Parties to pledge, grant, mortgage, sell, assign, or otherwise transfer any fee or leasehold interest in any property or the proceeds thereof, is and shall hereby be deemed to be inconsistent with the provisions of the Bankruptcy Code, and shall have no force or effect with respect to the DIP Liens or Adequate Protection Liens on such leasehold interests or other applicable DIP Collateral or the proceeds of any assignment and/or

sale thereof by any DIP Loan Parties, in favor of the DIP Secured Parties or the Prepetition Secured Parties in accordance with the terms of the DIP Loan Documents and this Final Order.

7. **DIP Superpriority Claims**. Effective immediately upon entry of this Final Order, the DIP Secured Parties are hereby jointly and severally granted, pursuant to section 364(c)(1) and 503(b) of the Bankruptcy Code, an allowed superpriority administrative expense claim in each of the DIP Loan Parties' Chapter 11 Cases on account of the DIP Facility Obligations, with priority over any and all administrative expenses of the kind that are specified in or ordered pursuant to sections 105, 328, 330, 331, 364(c)(1), 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 1113, 1114, or any other provisions of the Bankruptcy Code and any other claims against the DIP Loan Parties, subject only to (a) the Carve Out, (b) the Prepetition ABL Obligations, (c) the ABL Adequate Protection, (d) the Prepetition Term Loan Obligations, (e) the Prepetition Term Loan Adequate Protection, (f) the Prepetition HUD Adequate Protection, (g) the WELL/OHI Master Lease Obligations, and (h) the WELL/OHI Master Lease Adequate Protection (the "DIP Superpriority Claims"). The DIP Superpriority Claims shall, for purposes of section 1129(a)(9)(A) of the Bankruptcy Code, be considered administrative expenses allowed under section 503(b) of the Bankruptcy Code. The DIP Superpriority Claims shall have recourse against each of the DIP Loan Parties, on a joint and several basis. Notwithstanding anything contained herein or in any of the DIP Loan Documents to the contrary, the DIP Superpriority Claims shall, at all times be (x) in respect of any DIP Priming Collateral or proceeds or products thereof, (i) junior in right of payment only to Permitted Liens, and (ii) subject only to the Carve Out, senior to any and all other administrative expense claims or other claims against the DIP Loan Parties or their estates, in the Chapter 11 Cases; and (y) in respect of any DIP Priority Collateral or proceeds or products thereof,

subject only to the Carve Out, senior to any and all other administrative expense claims or other claims against the DIP Loan Parties or their estates, in the Chapter 11 Cases.

8. **Use of Proceeds of the DIP Facility and Cash Collateral**. The use of Prepetition Collateral (in each case, including Cash Collateral) is authorized and approved, in each case, in accordance with and subject to the terms and conditions of this Final Order and the DIP Credit Agreement. From and after the date of entry of this Final Order, so long as no DIP Termination Event has occurred and is continuing the DIP Loan Parties shall be (a) authorized to use Prepetition Collateral (including Cash Collateral), and (b) permitted to draw upon the DIP Facility and the proceeds thereof, subject, in each case, to the terms and conditions of this Final Order and the DIP Credit Agreement, and in accordance with the Approved DIP Budget (subject to Permitted Variances), including, without limitation: (i) payment of any amounts due to DIP Secured Parties under the DIP Credit Agreement; (ii) payment of any adequate protection payments expressly approved by the Court; (iii) to fund the Carve Out; (iv) to provide working capital and for other general corporate purposes of the DIP Loan Parties; and (v) to pay administration costs of the Chapter 11 Cases and claims or amounts approved by this Court, including in the "first day" or "second day" orders or as required under the Bankruptcy Code. For the avoidance of doubt, none of the DIP Loan Parties will use any DIP Loans, the proceeds of the DIP Facility or DIP Collateral (including Cash Collateral) in a manner or for a purpose other than those consistent with the Approved DIP Budget, the DIP Loan Documents, and this Final Order unless otherwise ordered by this Court. Except as expressly permitted in this Final Order, the DIP Credit Agreement, or the Approved DIP Budget, nothing in this Final Order shall otherwise authorize the disposition of any assets of the Debtors or their estates outside the ordinary course of business, or any of the Debtors' use of any DIP Collateral (including Cash Collateral) or other proceeds resulting therefrom. All

collections and proceeds, whether from ordinary course collections, asset sales, debt or equity issuances, insurance recoveries, condemnations, or otherwise, will be deposited and applied as required by this Final Order and the DIP Loan Documents.

9. **Disposition of DIP Collateral**. The Debtors shall not sell, transfer, lease, encumber, or otherwise dispose of any portion of the DIP Collateral or Prepetition Collateral (in each case, including Cash Collateral) (and, in each case, the Debtors shall not enter into any binding agreement to do so) other than in accordance with the DIP Loan Documents or as otherwise ordered by this Court without the prior written consent of each DIP Lender and no such consent shall be implied from any other action, inaction, or acquiescence by the DIP Lenders; *provided*, *however*, that entry of an order of the Court authorizing any sale, transfer, lease, encumbrance, or other disposition of all or any portion of the DIP Collateral or Prepetition Collateral shall not modify the Debtors' obligations to comply with restrictions on sales, transfers, leases, encumbrances, or other dispositions in the DIP Loan Documents; *provided*, *further*, that in the event of a transfer outside the ordinary course of business of any Prepetition Term Loan Collateral that is not ABL Senior Collateral or a distribution received on account of any equity interest owned by any Debtor or any subsidiary of any Debtor, the cash proceeds of any such transfer or distribution shall be turned over to the Prepetition Term Loan Lenders to be applied against the Prepetition Term Loan Obligations in accordance with the agreements among the Prepetition Term Loan Lenders as part of the adequate protection of the Prepetition Term Loan Lenders' interests in the Prepetition Term Loan Collateral.

10. **Adequate Protection**. The Prepetition Secured Parties are entitled, pursuant to sections 361, 362, 363(e), and 507 of the Bankruptcy Code, to adequate protection of their interests in all Prepetition Collateral (in each case, including Cash Collateral), to the extent of any

Diminution in Value of such Prepetition Secured Parties' interests in the Prepetition Collateral (including Cash Collateral) from and after the Petition Date, (such claims the "Adequate Protection Claims"). In consideration of the foregoing, the Prepetition Secured Parties, as applicable, are hereby granted the following adequate protection:

(a) ***Adequate Protection to the Prepetition HUD ABL Secured Parties***. The Prepetition HUD ABL Secured Parties will be granted the following (collectively, the "HUD ABL Adequate Protection").

(1) ***HUD ABL Adequate Protection Liens***. Solely to the extent of any Diminution in Value of any Prepetition HUD ABL Secured Party's interests in HUD ABL Senior Collateral, in each case subject and subordinate to the Carve Out, the Prepetition HUD ABL Secured Parties are granted the following security interests and liens (collectively, the "HUD ABL Adequate Protection Liens") under sections 361, 362, 363 of the Bankruptcy Code: valid, binding, enforceable, and perfected replacement liens on and security interests in assets of the type and nature that would be deemed HUD ABL Senior Collateral but for the filing of these cases, and the proceeds thereof (collectively, the "HUD ABL Adequate Protection Collateral"). The HUD ABL Adequate Protection Liens shall be subordinate only to the Carve Out and any other prepetition Permitted Lien expressly permitted to be senior in priority to the Prepetition HUD ABL Liens on the Petition Date pursuant to the Prepetition HUD ABL Documents. For the avoidance of doubt, the DIP Liens, the Prepetition Term Loan Adequate Protection Liens (as defined below), and the WELL/OHI Master Lease Adequate Protection Liens (as defined below) shall be subject, subordinate, and junior to the Prepetition HUD ABL Liens and all HUD ABL Adequate

Protection Liens on assets of the type and nature that would be deemed HUD ABL Senior Collateral but for the filing of these Chapter 11 Cases.

(2) ***HUD ABL Adequate Protection Superpriority Claims***. Solely to the extent of any Diminution in Value of any Prepetition HUD ABL Secured Party's interest in Prepetition Collateral, and in each case, subject and subordinate to the Carve Out, the Prepetition HUD ABL Secured Parties will be granted an allowed superpriority administrative expense claim under sections 503(b) and 507(b) of the Bankruptcy Code against the applicable Debtors (collectively, the "HUD ABL Adequate Protection Superpriority Claims"). With respect to HUD ABL Senior Collateral, all HUD ABL Adequate Protection Superpriority Claims shall have priority over any and all administrative expenses and other claims against the applicable DIP Loan Parties now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all administrative expenses or other claims arising under the Bankruptcy Code.

(3) ***HUD ABL Adequate Protection Payments***: No later than the fifth Business Day following entry of the Final Order and on the fifth (5th) Business Day of each month thereafter (without duplication of payments made pursuant to the Interim Order), Debtors shall pay the Prepetition HUD ABL Agent adequate protection (the "HUD ABL Adequate Protection Payment") in the form of interest, that has accrued at the non-default rate on the Prepetition HUD ABL Obligations as of the Petition Date to be applied by the Prepetition HUD ABL Agent in accordance with the Prepetition HUD ABL Documents.

(4) As further adequate protection, the Debtors will reimburse each Prepetition HUD ABL Secured Party for all reasonable and documented out-of-pocket fees, costs and expenses of such Prepetition HUD ABL Secured Party, including, without limitation for counsel and consultants (limited, in the case of counsel, to all reasonable and documented out-of-pocket fees, costs, disbursements and expenses, including one (1) local counsel, and in the in the case of consultants, to one (1) consultant). All such fees, including reasonable and documented out-of-pocket legal, consultant and other professional fees shall be paid by the Debtors promptly upon written demand and without the requirement of Court approval.

(5) As further adequate protection, no later than the fifth Business Day following entry of this Final Order and no later than the tenth (10th) Business Day of each month hereafter, Debtors shall pay the HUD Prepetition ABL Agent additional adequate protection in the form of cash payments equal to the amount of cash actually collected post-petition by any Debtor party during the prior month on account of accounts receivable relating to the operation by the Debtors prior to the transfer of skilled nursing facilities to new operators, that the Debtors would otherwise be entitled to, to be applied by the HUD Prepetition ABL Agent in accordance with the Prepetition ABL Documents. For purposes of this paragraph and paragraph (b)(5) below, the "Transfer Date" shall be the earlier of (i) the effective date of an operations transfer agreement under which the Debtors transferred operations of the facility; or (ii) the effective date of a management operations transfer agreement under which the Debtors transferred financial responsibility of such facility. Receivables arising in respect of services provided by the Debtors prior to any Transfer Date are referred to as "Pre-Transfer Date Receivables" and receivables arising in respect

of services provided by the new operators on or after a Transfer Date are referred to as "Post-Transfer Date Receivables". No Prepetition ABL Secured Party shall have any responsibility to determine the accuracy of any ABL Additional Adequate Protection Payment or any allocation by Debtors of payments received as Pre-Transfer Date Receivables or Post-Transfer Date Receivables, nor shall any Prepetition ABL Secured Party be liable to any third party, including a new operator, if proceeds of Post-Transfer Date Receivables are paid over to Prepetition ABL Agent under this Order, other than to remit such Post-Transfer Date Receivables back to the Debtors.

(b) ***Adequate Protection to the Prepetition Non-HUD ABL Secured Parties***. The Prepetition Non-HUD ABL Secured Parties will be granted the following (collectively, the "Non-HUD ABL Adequate Protection" and, together with the HUD ABL Adequate Protection, the "ABL Adequate Protection").

(1) ***Non-HUD ABL Adequate Protection Liens***. Solely to the extent of any Diminution in Value of any Prepetition Non-HUD ABL Secured Party's interests in Non-HUD ABL Senior Collateral, in each case subject and subordinate to the Carve Out, the Prepetition Non-HUD ABL Secured Parties are granted the following security interests and liens (collectively, the "Non-HUD ABL Adequate Protection Liens" and, together with the HUD ABL Adequate Protection Liens, the "ABL Adequate Protection Liens") under sections 361, 362, 363 of the Bankruptcy Code: valid, binding, enforceable, and perfected replacement liens on and security interests in assets of the type and nature that would be deemed Non-HUD ABL Senior Collateral but for the filing of these cases, and the proceeds thereof (collectively, the "Non-HUD ABL Adequate Protection Collateral" and, together with the HUD ABL Adequate Protection Collateral, the "ABL Adequate Protection

Collateral"). The Non-HUD ABL Adequate Protection Liens shall be subordinate only to the Carve Out and any other prepetition Permitted Lien expressly permitted to be senior in priority to the Prepetition Non-HUD ABL Liens on the Petition Date pursuant to the Prepetition Non-HUD ABL Documents. For the avoidance of doubt, the DIP Liens, the Prepetition Term Loan Adequate Protection Liens (as defined below), and the WELL/OHI Master Lease Adequate Protection Liens (as defined below) shall be subject, subordinate, and junior to the Prepetition Non-HUD ABL Liens and all Non-HUD ABL Adequate Protection Liens on assets of the type and nature that would be deemed Non-HUD ABL Senior Collateral but for the filing of these Chapter 11 Cases.

(2) ***Non-HUD ABL Adequate Protection Superpriority Claims***. Solely to the extent of any Diminution in Value of any Prepetition Non-HUD ABL Secured Party's interest in Prepetition Collateral, and in each case, subject and subordinate to the Carve Out, the Prepetition Non-HUD ABL Secured Parties will be granted an allowed superpriority administrative expense claim under sections 503(b) and 507(b) of the Bankruptcy Code against the applicable Debtors (collectively, the "Non-HUD ABL Adequate Protection Superpriority Claims" and, together with the HUD ABL Adequate Protection Superpriority Claims, the "ABL Adequate Protection Superpriority Claims"). With respect to Non-HUD ABL Senior Collateral, all Non-HUD ABL Adequate Protection Superpriority Claims shall have priority over any and all administrative expenses and other claims against the applicable DIP Loan Parties now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all administrative expenses or other claims arising under the Bankruptcy Code.

(3) ***Non-HUD ABL Adequate Protection Payments***: No later than the fifth Business Day following entry of the Final Order and on the fifth (5th) Business Day of each month thereafter (without duplication of payments made pursuant to the Interim Order), Debtors shall pay the Prepetition Non-HUD ABL Agent adequate protection (the "Non-HUD ABL Adequate Protection Payment" and, together with the HUD ABL Adequate Protection Payment, the "ABL Adequate Protection Payment") in the form of interest, that has accrued at the non-default rate on the Prepetition Non-HUD ABL Obligations as of the Petition Date to be applied by the Prepetition Non-HUD ABL Agent in accordance with the Prepetition Non-HUD ABL Documents.

(4) As further adequate protection, the Debtors will reimburse each Prepetition Non-HUD ABL Secured Party for all reasonable and documented out-of-pocket fees, costs and expenses of such Prepetition Non-HUD ABL Secured Party, including, without limitation for counsel and consultants (limited, in the case of counsel, to all reasonable and documented out-of-pocket fees, costs, disbursements and expenses, including one (1) local counsel, and in the in the case of consultants, to one (1) consultant). All such fees, including reasonable and documented out-of-pocket legal, consultant and other professional fees shall be paid by the Debtors promptly upon written demand and without the requirement of Court approval.

(5) As further adequate protection, no later than the fifth Business Day following entry of this Final Order and no later than the tenth (10th) Business Day of each month hereafter, Debtors shall pay the Non-HUD Prepetition ABL Agent additional adequate protection in the form of cash payments equal to the amount of cash actually collected post-petition by any Debtor party during the prior month on account of accounts

receivable relating to the operation by the Debtors prior to the transfer of skilled nursing facilities to new operators, that the Debtors would otherwise be entitled to, to be applied by the Non-HUD Prepetition ABL Agent in accordance with the Prepetition ABL Documents.

(c) ***Adequate Protection to the Prepetition Term Loan Secured Parties***. The Prepetition Term Loan Secured Parties will be granted the following (collectively, the "Prepetition Term Loan Adequate Protection").

(1) ***Prepetition Term Loan Adequate Protection Liens***. Solely to the extent of, and in an aggregate amount equal to, any Diminution in Value of any Prepetition Term Loan Secured Party's interests in such Prepetition Term Loan Collateral, from and after the Petition Date, the Prepetition Term Loan Secured Parties are granted the following security interests and liens (collectively, the "Prepetition Term Loan Adequate Protection Liens") under sections 361, 362, and 363 of the Bankruptcy Code: valid, binding, enforceable, and perfected replacement liens on and security interests in the Prepetition Collateral, including now-owned and hereafter-acquired real and personal property, assets, and rights of any kind or nature, wherever located, which liens and security interests shall be junior to (a) the Carve Out, (b) the Prepetition ABL Liens and the ABL Adequate Protection Liens (subject to such liens solely with respect to assets of the type and nature that would be deemed ABL Senior Collateral but for the filing of these Chapter 11 Cases).

(2) ***Prepetition Term Loan Adequate Protection Superpriority Claims***. Solely to the extent of, and in an aggregate amount equal to, any Diminution in Value of its respective Prepetition Collateral, and in each case, subject and subordinate to the Carve Out and the ABL Adequate Protection Superpriority Claims (solely with respect to ABL

Senior Collateral), each Prepetition Term Loan Secured Party is hereby granted an allowed superpriority administrative expense claim under sections 503(b) and 507(b) of the Bankruptcy Code against the applicable Debtors (collectively, the "Prepetition Term Loan Adequate Protection Superpriority Claims"). All Prepetition Term Loan Adequate Protection Superpriority Claims shall be junior to (a) the Carve Out and (b) the ABL Adequate Protection Superpriority Claims (solely with respect to ABL Senior Collateral), and otherwise have priority over any and all other administrative expenses and other claims against the applicable Loan Parties now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all administrative expenses or other claims arising under the Bankruptcy Code.

(3) ***Prepetition Term Loan Adequate Protection Payments***: No later than the fifth (5th) Business Day of each month following entry of this Final Order (without duplication of payments made pursuant to the Interim Order), Debtors shall pay the Prepetition Term Loan Agent adequate protection (the "Prepetition Term Loan Adequate Protection Payment") on partial account of interest that has accrued on the Prepetition Term Loan Obligations in an amount equal to 14% of the amount of funded DIP Loans (excluding any fees), calculated on the basis of the actual number of days elapsed in a 365/366-day year, to be applied by the Prepetition Term Loan Agent in accordance with the Prepetition Term Loan Documents.

(4) As further adequate protection, the Debtors will reimburse each Prepetition Term Loan Secured Party for all reasonable and documented out-of-pocket fees, costs and expenses of such Prepetition Term Loan Secured Party (limited, in the case of counsel, to

all reasonable and documented out-of-pocket fees, costs, disbursements and expenses, including one (1) local counsel). All such fees, including reasonable and documented out-of-pocket legal and other professional fees shall be paid by the Debtors promptly upon written demand and without the requirement of Court approval; *provided*, *however*, that in the event such fees and expenses exceed the amounts set forth in the Approved DIP Budget, any excess amounts shall be added to the principal balance of the DIP Loans.

(d) ***Adequate Protection to the WELL/OHI Master Lease Secured Parties***. The WELL/OHI Master Lease Secured Parties will be granted the following (collectively, the "WELL/OHI Master Lease Adequate Protection").

(1) ***WELL/OHI Master Lease Adequate Protection Liens***. Solely to the extent of, and in an aggregate amount equal to, any Diminution in Value of any WELL/OHI Master Lease Secured Party's interests in such WELL/OHI Landlord Collateral, from and after the Petition Date, the WELL/OHI Master Lease Secured Parties are granted the following security interests and liens (collectively, the "WELL/OHI Master Lease Adequate Protection Liens" and, together with the ABL Adequate Protection Liens, the Prepetition Term Loan Adequate Protection Liens and the Prepetition HUD Adequate Protection Liens (as defined below), the "Adequate Protection Liens") under sections 361, 362, and 363 of the Bankruptcy Code: valid, binding, enforceable, and perfected replacement liens on and security interests in the Prepetition HUD Lender Collateral, including now-owned and hereafter-acquired real and personal property, assets, and rights of any kind or nature, wherever located, which liens and security interests shall be junior to (a) the Carve Out, (b) the Prepetition ABL Liens and the ABL Adequate Protection

Liens, (c) the Prepetition Term Loan Liens, and (d) the Prepetition Term Loan Adequate Protection Liens.

(2) ***WELL/OHI Master Lease Adequate Protection Superpriority Claims***. Solely to the extent of, and in an aggregate amount equal to, any Diminution in Value of its respective Prepetition Collateral, and in each case, subject and subordinate to the Carve Out, the ABL Adequate Protection Superpriority Claims (solely with respect to ABL Senior Collateral), and the Prepetition Term Loan Adequate Protection Superpriority Claims, each WELL/OHI Master Lease Secured Party is hereby granted an allowed superpriority administrative expense claim under sections 503(b) and 507(b) of the Bankruptcy Code against the Debtors that are obligors on the Prepetition HUD Lender Obligations (collectively, the "WELL/OHI Master Lease Adequate Protection Superpriority Claims," and together with the Prepetition Term Loan Adequate Protection Superpriority Claims and the ABL Adequate Protection Superpriority Claims, the "Adequate Protection Superpriority Claims"). All WELL/OHI Master Lease Adequate Protection Superpriority Claims shall be junior to (a) the Carve Out, (b) the ABL Adequate Protection Superpriority Claims (solely with respect to ABL Senior Collateral), and (c) the Prepetition Term Loan Adequate Protection Superpriority Claims, and otherwise have priority over any and all other administrative expenses and other claims against the applicable Loan Parties now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all administrative expenses or other claims arising under the Bankruptcy Code.

(3) As further adequate protection, the Debtors will reimburse each Welltower Landlord and Omega Landlord for all reasonable and documented out-of-pocket fees, costs and expenses of such Welltower Landlord or Omega Landlord (limited, in the case of counsel, to all reasonable and documented out-of-pocket fees, costs, disbursements and expenses, including one (1) local counsel). All such fees, including reasonable and documented out-of-pocket legal and other professional fees shall be paid by the Debtors promptly upon written demand and without the requirement of Court approval; *provided*, *however*, that in the event such fees and expenses exceed the amounts set forth in the Approved DIP Budget, any excess amounts shall be added to the principal balance of the DIP Loans.

(e) ***Adequate Protection to the Prepetition HUD Secured Parties***. The Prepetition HUD Lenders, the Rochester Manor HUD Lender, and HUD (collectively, the "Prepetition HUD Secured Parties") will be granted the following (collectively, the "Prepetition HUD Adequate Protection").

(1) ***Prepetition HUD Adequate Protection Liens***. Solely to the extent of, and in an aggregate amount equal to, any Diminution in Value of any Prepetition HUD Secured Party's interests in such Prepetition HUD Lender Collateral or Prepetition Rochester Manor HUD Collateral, from and after the Petition Date, the Prepetition HUD Secured Parties are granted the following security interests and liens (collectively, the "Prepetition HUD Adequate Protection Liens") under sections 361, 362, and 363 of the Bankruptcy Code: valid, binding, enforceable, and perfected replacement liens on and security interests in the Prepetition Collateral, including now-owned and hereafter-acquired real and personal property, assets, and rights of any kind or nature, wherever located, which liens

and security interests shall be junior to (a) the Carve Out, (b) the Prepetition ABL Liens and the ABL Adequate Protection Liens (subject to such liens solely with respect to assets of the type and nature that would be deemed ABL Senior Collateral but for the filing of these Chapter 11 Cases).

(2) ***Prepetition HUD Adequate Protection Superpriority Claims***. Solely to the extent of, and in an aggregate amount equal to, any Diminution in Value of its respective Prepetition Collateral, and in each case, subject and subordinate to the Carve Out and the ABL Adequate Protection Superpriority Claims (solely with respect to ABL Senior Collateral), each Prepetition HUD Secured Party is hereby granted an allowed superpriority administrative expense claim under sections 503(b) and 507(b) of the Bankruptcy Code against the applicable Debtors (collectively, the "Prepetition HUD Adequate Protection Superpriority Claims"). All Prepetition HUD Adequate Protection Superpriority Claims shall be junior to (a) the Carve Out and (b) the ABL Adequate Protection Superpriority Claims (solely with respect to ABL Senior Collateral), and otherwise have priority over any and all other administrative expenses and other claims against the applicable Loan Parties now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all administrative expenses or other claims arising under the Bankruptcy Code.

(3) ***Rochester Manor HUD Lender Adequate Protection Payments***: No later than the fifteenth (15th) calendar day of each month following entry of this Final Order, Debtors shall pay the Rochester Manor HUD Lender adequate protection (the "Rochester Manor HUD Lender Adequate Protection Payment") in an amount equal to the

contractually obligated monthly payment otherwise due and owing for such month pursuant to the Rochester Manor HUD Note (for the avoidance of doubt, with interest calculated at the non-default rate) to be applied by the Rochester Manor HUD Lender in accordance with the Rochester Manor HUD Documents.

(4) The Debtors agree that the liens and security interests granted by Debtor Leasehold Resource Group ("Rochester Manor Master Tenant") to the Prepetition HUD Secured Parties through the Master Tenant Regulatory Agreement dated December 1, 2016 or the Master Tenant Security Agreement dated December 1, 2016, ("Rochester Manor Master Tenant Liens") and by Debtor 40 Whitehall Road Operator ("Rochester Manor Operator") to the Prepetition HUD Secured Parties through the Operator Regulatory Agreement dated December 1, 2016, or the Operator Security Agreement dated December 1, 2016, ("Rochester Manor Operator Liens") constitute Rochester Manor HUD Liens and Permitted Liens and the property encumbered by the Rochester Manor Master Tenant Liens or the Rochester Manor Operator Liens constitutes Prepetition HUD Lender Collateral under this Order. The HUD Secured Creditors shall be entitled to the Prepetition HUD Adequate Protection on account of the Rochester Manor HUD Liens (including, but not limited to, the HUD Manor Master Tenant Liens) to the extent and manner prescribed and under the conditions set forth in this Paragraph 10(e). Nothing contained in this Final Order or the DIP Loan Documents shall be construed as a stipulation as to the validity of any Liens in favor of Prepetition HUD Secured Parties or otherwise affect, modify or impair the rights of the Debtors or any other parties in interest with respect to the foregoing.

(f) ***Procedure for Payment of Adequate Protection Fees and Expenses***. All fees permitted to be paid pursuant to paragraphs (a) through (e) above (such fees, the "Adequate

Protection Fees and Expenses") shall be paid in accordance with the following procedures, and the invoices for such fees and expenses shall not be required to comply with any particular format, may be in summary form only, and may include redactions.

(1) The applicable professional shall serve copies of the invoices supporting the Adequate Protection Fees and Expenses on the Fee Notice Parties.

(2) Any Adequate Protection Fees and Expenses shall be subject to prior ten-day review by the Fee Notice Parties.

(3) If no objection is filed within such ten-day review period, such invoice shall be paid without further order of the Court within five days after the expiration of the foregoing review period and shall not be subject to any further review, challenge, or disgorgement.

(4) If any Fee Notice Party shall file with this Court an objection to any such legal invoice, the undisputed amounts shall be paid immediately and the portion subject to such objection shall not be paid until resolution of such objection by this Court.

(5) For the avoidance doubt, the provision of such invoices shall not constitute a waiver of attorney-client privilege or any benefits of the attorney work product doctrine.

(g) ***Reservation of Rights***. Under the circumstances and given that the above-described adequate protection is consistent with the Bankruptcy Code, including section 506(b) thereof, this Court finds that the adequate protection provided herein is reasonable and sufficient to protect the interests of the Prepetition Secured Parties.

11. **Budget and Access to Records**.

(a) All borrowings under the DIP Facility, and the use of Cash Collateral shall at all times comply with the Approved DIP Budget (subject to Permitted Variances) and the DIP

Loan Documents. On the first Thursday of each weekly period after the Reporting Date (as defined below), the Debtors shall deliver to the DIP Lenders and Official Committee updates to the Initial DIP Budget (or the previously supplemented Approved DIP Budget, as the case may be), covering the 13-week period that commences with the beginning of the week immediately following the week in which the supplemental budget is required to be delivered, consistent with the form and level of detail set forth in the Initial DIP Budget (each such supplemental budget, an "Updated DIP Budget") and the Updated DIP Budget will be filed with this Court and will replace the Initial DIP Budget (or the previously supplemented Approved DIP Budget, as the case may be), unless the DIP Lenders otherwise object within two (2) Business Days of the receipt thereof to the substance of such Updated DIP Budget on the basis of such Updated DIP Budget not being based on reasonable assumptions, as being inconsistent with the terms, conditions and covenants under the DIP Loan Documents, being based on information that is incorrect in any material respect, in which case the Updated DIP Budget will be as agreed reasonably and in good faith by the DIP Lenders, the Prepetition ABL Agents, and the Debtors; *provided* that, in the event of an objection to the Updated DIP Budget in accordance with this paragraph, the then-current Approved DIP Budget shall remain in effect, effective as of the beginning of the week immediately following the week in which it was delivered. Each Approved DIP Budget shall be filed with this Court.

(b) By no later than 5:00 pm ET on the fourth business day of each week, commencing with the fourth full week after the Petition Date (each, a "Reporting Date"), Borrower shall deliver to the DIP Lenders, Prepetition ABL Agents, the Prepetition HUD Lenders, and the Official Committee a variance report (each, a "Variance Report") showing comparisons of actual results for each line item against such line item in the Budget. Each Variance Report shall indicate whether there are any adverse variances that exceed the allowed variances, which means, in each

case measured on a cumulative basis for the prior four-week period and for the period from the Petition Date, (x) up to 15% in the aggregate for all "Total Operating Disbursements" (as defined in the Approved DIP Budget), excluding, for the avoidance of doubt, "Non-Operating Disbursements" and "Restructuring Disbursements" (each as defined in the Approved DIP Budget) and (y) up to 15% in the aggregate for all "Total Receipts" (as defined in the Approved DIP Budget) (each, a "Permitted Variance").

(c) By no later than 5:00 p.m. ET on the fourth business day of each week, commencing with the first full week after the Petition Date, Borrower shall deliver to Prepetition ABL Agents and Official Committee a Borrowing Base Certificate, as defined in the Prepetition ABL Credit Agreements and in the form agreed upon by Prepetition ABL Agents and Debtors as of July 11, 2025.

(d) ***Access to Records***. The Debtors shall provide the advisors to the DIP Secured Parties and Official Committee with all reporting and other information required to be provided to the DIP Agent or DIP Lenders under the DIP Loan Documents. In addition to, and without limiting, whatever rights to access the DIP Secured Parties have under the DIP Loan Documents or the Prepetition ABL Secured Parties have under the Prepetition ABL Documents, upon reasonable notice to Debtors' counsel (email being sufficient), the Debtors shall permit representatives, agents, and employees of the DIP Secured Parties and Prepetition ABL Secured Parties to have reasonable access to (i) inspect the Debtors' assets, and (ii) all information (including historical information and the Debtors' books and records) and personnel, including regularly scheduled meetings as mutually agreed with senior management of the Debtors and other company advisors (during normal business hours), and the DIP Secured Parties and the ABL Secured Parties shall be provided with access to all information they shall reasonably request,

excluding any information for which confidentiality is owed to third parties, information subject to attorney client or similar privilege, or where such disclosure would not be permitted by any applicable requirements of law.

12. **Modification of Automatic Stay**. Subject to paragraph 19 hereof, the automatic stay imposed by section 362(a) of the Bankruptcy Code is hereby modified as necessary to permit: (a) the DIP Loan Parties to grant the DIP Liens and the DIP Superpriority Claims, and to perform such acts as the DIP Secured Parties may reasonably request, to assure the perfection and priority of the DIP Liens and the DIP Superpriority Claims; (b) the DIP Loan Parties to incur all liabilities and obligations, including all the DIP Facility Obligations, to the DIP Secured Parties as contemplated under this Final Order and the DIP Loan Documents, and to perform under the DIP Loan Documents any and all other instruments, certificates, agreements, and documents that may be reasonably required, necessary, or prudent for the performance by the applicable DIP Loan Parties under the DIP Loan Documents and any transactions contemplated therein or in this Final Order in each case in accordance therewith or herewith; (c) the DIP Loan Parties to take all appropriate actions to grant the DIP Liens, and to take all appropriate actions (including such actions as the Prepetition Secured Parties may reasonably request) to ensure that the ABL Adequate Protection Liens, Prepetition Term Loan Adequate Protection Liens, the Prepetition HUD Adequate Protection Liens and WELL/OHI Master Lease Adequate Protection Liens granted hereunder are perfected and maintain the priority set forth herein; (d) the DIP Loan Parties to pay all amounts referred to, required under, in accordance with, and subject to the DIP Loan Documents and this Final Order; (e) the DIP Secured Parties and the applicable Prepetition Secured Parties to retain and apply payments made in accordance with the DIP Loan Documents and this Final Order; (f) subject to paragraph 19 hereof, the DIP Secured Parties to exercise, upon

the occurrence and during the continuance of any DIP Termination Event (as defined below), all rights and remedies provided for in the DIP Loan Documents and take any or all actions provided therein in accordance therewith; and (g) subject to paragraph 18 hereof, the implementation and exercise of all of the terms, rights, benefits, privileges, remedies, and provisions of this Final Order and the DIP Loan Documents, in each case, in accordance herewith and therewith, without further notice, motion or application to, or order of this Court.

13. **Perfection of DIP Liens and Adequate Protection Liens**. This Final Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of all liens granted herein, including, without limitation, the DIP Liens and the Adequate Protection Liens, without the necessity of execution, filing, or recording any financing statement, mortgage, notice, or other instrument or document that may otherwise be required under the law or regulation of any jurisdiction or the taking of any other action (including, for the avoidance of doubt, entering into any deposit account control agreement) to validate or perfect (in accordance with applicable law) such liens, or to entitle the DIP Secured Parties and the Prepetition Secured Parties to the priorities granted herein. Notwithstanding the foregoing, the DIP Agent, the DIP Lenders, the Prepetition ABL Agents, the Prepetition Term Loan Agent, the Welltower Landlords, and the Omega Landlords, without any further consent of any party, are authorized to execute, file, or record, as the case may be (and the DIP Agent, the DIP Lenders, the Prepetition ABL Agents, the Prepetition Term Loan Agent, the Welltower Landlords, and the Omega Landlords may reasonably request the execution, filing, or recording), as each, in its reasonable discretion deems necessary, such financing statements, notices of lien, and other similar documents to enable the DIP Agent, the DIP Lenders, the Prepetition ABL Agents, the Prepetition Term Loan Agent, the Welltower Landlords, and the Omega Landlords to further validate, perfect, preserve, and enforce the

applicable DIP Liens or other liens and security interests granted hereunder, perfect in accordance with applicable law or to otherwise evidence the applicable DIP Liens and/or the applicable Adequate Protection Liens, as applicable, and all such financing statements, notices, and other documents shall be deemed to have been filed or recorded as of the date of entry of the Interim Order; *provided* that, no such filing or recordation shall be necessary or required in order to create, perfect, preserve, or enforce the DIP Liens and/or the Adequate Protection Liens. The Debtors are authorized to execute and deliver promptly upon reasonable request and in accordance with the DIP Loan Documents to the DIP Agent, the DIP Lenders, the Prepetition ABL Agents, the Prepetition Term Loan Agent, the Welltower Landlords, and the Omega Landlords all such financing statements, notices, and other security documents as the DIP Agent, the DIP Lenders, the Prepetition ABL Agents, the Prepetition Term Loan Agent, the Welltower Landlords, and the Omega Landlords may reasonably request. The DIP Agent, the DIP Lenders, the Prepetition ABL Agents, the Prepetition Term Loan Agent, the Welltower Landlords, and the Omega Landlords, each in its discretion, may file a photocopy of this Final Order as a financing statement with any filing or recording office or with any registry of deeds or similar office, in addition to or in lieu of such financing statements, notices of lien, or similar instruments. To the extent that the Prepetition ABL Agents, the Prepetition Term Loan Agent, the Welltower Landlords, and/or the Omega Landlords is a secured party under any account control agreement, listed as an additional insured, loss payee under any of the Debtors' insurance policies, or is the secured party under any loan document, financing statement, deed of trust, mortgage, or other instrument or document which may otherwise be required under the law of any jurisdiction to validate, attach, perfect, or prioritize liens (any such instrument or document, a "Security Document"), each of the DIP Secured Parties shall also be deemed to be the secured party under each such Security Document, subject to the

subordinations set forth herein, and shall have all the rights and powers attendant to that position (including, without limitation, rights of enforcement), and shall act in that capacity and distribute any proceeds recovered or received in accordance with the terms of this Final Order, as applicable, and the other DIP Loan Documents.

14. **Proceeds of Subsequent Financing**. Without limiting the provisions of the immediately preceding paragraph, if at any time prior to the indefeasible payment in full in cash of all of the DIP Facility Obligations, Prepetition ABL Obligations, the Prepetition Term Loan Obligations, and the WELL/OHI Master Lease Obligations, in each case, other than contingent indemnification obligations as to which no claim has been asserted, the termination of the DIP Secured Parties' obligations to extend credit under the DIP Facility and this Final Order (including subsequent to the confirmation of any plan with respect to any or all of the Debtors and the Debtors' estates), and the satisfaction of the DIP Superpriority Claims and the Adequate Protection Claims, either the DIP Loan Parties, the DIP Loan Parties' estates, any trustee, any examiner with enlarged powers, or any responsible officer subsequently appointed in any of the DIP Loan Parties' Chapter 11 Cases, shall obtain credit or incur debt pursuant to sections 364(b), (c), or (d) of the Bankruptcy Code then, unless otherwise agreed in advance in writing by the DIP Lenders in their sole discretion, all of the cash proceeds derived from such credit or debt and all DIP Collateral shall immediately be turned over to the DIP Agent for further distribution to the applicable DIP Secured Parties on account of their applicable DIP Facility Obligations pursuant to the applicable DIP Loan Documents.

15. **Covenants**. The DIP Loan Parties shall comply with the covenants set forth in the DIP Loan Documents in accordance with the terms thereof.

16. **Milestones**. It is a condition to the DIP Facility and the use of Cash Collateral that the Debtors shall comply with those certain case milestones set forth in the DIP Credit Agreement (the "Milestones"). The failure to comply with any Milestone shall constitute an "Event of Default" in accordance with the terms of the DIP Credit Agreement. Notwithstanding anything contained in the DIP Credit Agreement to the contrary, Sections 6.17(c), (d), (f), and (g) are hereby amended by deleting such sections in their entirety and replacing them as follows:

(c) No later than **August 27, 2025**, the Bankruptcy Court shall have entered an order granting the Debtors' motion for approval of procedures for the marketing and sale of substantially all the Debtors' assets under section 363 of the Bankruptcy Code (the "Bidding Procedures Order"), which order shall be in form and substance acceptable to the Required Lenders.

(d) No later than **August 27, 2025**, the Bankruptcy Court shall have entered the Final DIP Order.

(f) Any auction to select a winning bidder under the Bidding Procedures Order shall be conducted no later than **November 13, 2025**.

(g) No later than **November 18, 2025**, the Bankruptcy Court shall have entered an order approving the Transaction by approving the sale of substantially all the Debtors' assets under section 363 of the Bankruptcy Code, which order shall be in form and substance acceptable to the Required Lenders.

17. **Maintenance of DIP Collateral**. Until all DIP Facility Obligations are indefeasibly paid in full (other than contingent indemnification obligations as to which no claim has been asserted) and the DIP Secured Parties' obligation to extend credit under the DIP Facility has terminated, the Debtors shall continue to maintain all property, operational, and other insurance as required in the DIP Loan Documents. Upon entry of this Final Order and to the fullest extent provided by applicable law, the DIP Agent shall be, and shall be deemed to be, without any further action or notice, named as additional insureds and loss payees on each insurance policy maintained by the DIP Loan Parties that in any way relates to the DIP Collateral, with proper notations for prior applicable Permitted Liens, and the DIP Agent shall distribute any proceeds

recovered or received in respect of any such insurance policies, to the payment in full of the DIP Facility Obligations (other than contingent indemnification obligations as to which no claim has been asserted).

18. **Termination Events**. The (i) occurrence and continuance of any "Event of Default" under and as defined in the DIP Credit Agreement; (ii) occurrence of any event within the definition of "Maturity Date" in the DIP Credit Agreement; (iii) consent of the Debtors to the standing of any party, including the Official Committee to pursue any claim or cause of action belonging to the Debtors or their estates, including, without limitation, any Challenge (as defined below); or (iv) commencement of a Challenge Proceeding (as defined below) by any party, including the Debtors or the Official Committee, shall each constitute a "DIP Termination Event" under this Final Order (each a "DIP Termination Event," and the date upon which such DIP Termination Event occurs, the "DIP Termination Date"), unless waived in writing by the DIP Lenders in their sole discretion. A notice of the occurrence of the DIP Termination Date shall be filed with this Court within 3 days after the DIP Termination Date.

19. **Exercise of Remedies**.

(a) Remedies of the DIP Agent. Immediately upon the occurrence and during the continuation of a DIP Termination Event, any stay, whether arising under section 362 of the Bankruptcy Code or otherwise, but subject to the terms of this Final Order, including clause (d) of this paragraph, is hereby modified, without further notice to, hearing of, or order from this Court, to the extent necessary to permit the DIP Agent to, upon the delivery of written notice (which may include electronic mail) to the DIP Remedies Notice Parties (as defined below): (i) declare all DIP Facility Obligations owing under the DIP Facility to be immediately due and payable; (ii) terminate, reduce, or restrict any commitment to extend credit to the DIP Loan Parties under

the DIP Facility (to the extent any such commitment remains); (iii) terminate the DIP Facility and the DIP Loan Documents as to any future liability or obligation thereunder, but without affecting the DIP Liens or the DIP Facility Obligations; (iv) charge interest at the default rate under the DIP Facility; (v) terminate and/or revoke the Debtors' right, if any, under this Final Order and the DIP Loan Documents to use any Cash Collateral of the DIP Secured Parties; (vi) otherwise enforce any and all rights against the DIP Collateral in the possession of the DIP Lenders; and (vii) take any other actions or exercise any other rights or remedies permitted under this Final Order, the DIP Loan Documents, or applicable law; *provided* that prior to the exercise of any right in clauses (v) through (vii) of this paragraph, the DIP Lenders shall be required to provide five (5) Business Days' written notice (by electronic mail or other electronic means) to counsel to the Debtors, counsel to the Prepetition ABL Agents, counsel to the Prepetition Term Loan Agent, counsel to the Official Committee and the U.S. Trustee (the "DIP Remedies Notice Parties") of the DIP Lenders' intent to exercise their rights and remedies (the "DIP Remedies Notice Period"); *provided*, *further*, that the DIP Lenders shall not be obligated to make any loans or advances under the DIP Facility during any DIP Remedies Notice Period; *provided further* that, for the avoidance of doubt, the Debtors may continue to use any Cash Collateral prior to the expiration of the DIP Remedies Notice Period so long as such Cash Collateral is used in accordance with the Approved DIP Budget (subject to Permitted Variances).

(b) Remedies of the Prepetition ABL Agents. Immediately upon the occurrence and during the continuation of a DIP Termination Event (or any event that would have been a DIP Termination Event but for any extension, waiver, modification, or similar change to the DIP Credit Documents by the DIP Agent or DIP Lenders) or any breach of this Final Order, any stay, whether arising under section 362 of the Bankruptcy Code or otherwise, but subject to

the terms of this Final Order, including clause (d) of this paragraph 19, is hereby modified, without further notice to, hearing of, or order from this Court, to the extent necessary to permit the Prepetition ABL Agents to, upon the delivery of written notice (which may include electronic mail) to the ABL Remedies Notice Parties (as defined below): (i) terminate and/or revoke the Debtors' right, if any, under this Final Order to use any Prepetition ABL Collateral, Cash Collateral or ABL Adequate Protection Collateral; (ii) otherwise enforce any and all rights against the Prepetition ABL Collateral, Cash Collateral or ABL Adequate Protection Collateral; and (iii) take any other actions or exercise any other rights or remedies permitted under this Final Order or applicable law; *provided* that prior to the exercise of any right in clauses (i) through (iii) of this paragraph, the Prepetition ABL Agents shall be required to provide five (5) Business Days' written notice (by electronic mail or other electronic means) to counsel to the Debtors, counsel to the DIP Lenders, counsel to the Prepetition Term Loan Agent, counsel to the Official Committee, and the U.S. Trustee (the "ABL Remedies Notice Parties") of the Prepetition ABL Agents' intent to exercise its rights and remedies (the "ABL Remedies Notice Period," together with DIP Remedies Notice Period, as applicable, a "Remedies Notice Period"); *provided*, *further*, that, for the avoidance of doubt, the Debtors may continue to use any Cash Collateral prior to the expiration of the ABL Remedies Notice Period so long as such Cash Collateral is used in accordance with the Approved DIP Budget (subject to Permitted Variances); *provided*, *further*, that nothing in this paragraph 19(b) shall prevent the Debtors from seeking the Court's authorization to use Cash Collateral over the objection of either of the Prepetition ABL Agents in accordance with a new Approved DIP Budget but otherwise on the same terms and conditions contained in this Final Order and all rights of the Prepetition ABL Secured Parties to object thereto are expressly reserved and preserved for consideration by the Court.

(c) Remedies of the Prepetition Term Loan Agent. Immediately upon the occurrence and during the continuation of a DIP Termination Event (or any event that would have been a DIP Termination Event but for any extension, waiver, modification, or similar change to the DIP Credit Documents by the DIP Agent or DIP Lenders), any stay, whether arising under section 362 of the Bankruptcy Code or otherwise, but subject to the terms of this Final Order, including clause (d) of this paragraph 19, is hereby modified, without further notice to, hearing of, or order from this Court, to the extent necessary to permit the Prepetition Term Loan Agent to, upon the delivery of written notice (which may include electronic mail) to the Prepetition Term Loan Remedies Notice Parties (as defined below): (i) terminate and/or revoke the Debtors' right, if any, under this Final Order to use any Cash Collateral of the DIP Secured Parties; (ii) otherwise enforce any and all rights against the DIP Collateral; and (iii) take any other actions or exercise any other rights or remedies permitted under this Final Order or applicable law; *provided* that prior to the exercise of any right in clauses (i) through (iii) of this paragraph, the Prepetition Term Loan Agent shall be required to provide five (5) Business Days' written notice (by electronic mail or other electronic means) to counsel to the Debtors, counsel to the DIP Lenders, counsel to the Prepetition ABL Agents, counsel to the Official Committee, and the U.S. Trustee (the "Prepetition Term Loan Remedies Notice Parties") of the Prepetition Term Loan Agent's intent to exercise its rights and remedies (the "Prepetition Term Loan Remedies Notice Period," together with DIP Remedies Notice Period and the ABL Remedies Notice Period, as applicable, a "Remedies Notice Period"); *provided*, *further*, that, for the avoidance of doubt, the Debtors may continue to use any Cash Collateral prior to the expiration of the Prepetition Term Loan Remedies Notice Period so long as such Cash Collateral is used in accordance with the Approved DIP Budget (subject to Permitted Variances); *provided*, *further*, that nothing in this paragraph 19(c) shall prevent the

Debtors from seeking the Court's authorization to use Cash Collateral over the objection of the Prepetition Term Loan Agent in accordance with a new Approved DIP Budget but otherwise on the same terms and conditions contained in this Final Order and all rights of the Prepetition Term Loan Secured Parties to object thereto are expressly reserved and preserved for consideration by the Court.

(d) During the applicable Remedies Notice Period, the Debtors, the Official Committee or any other party in interest may seek an emergency hearing before this Court. Unless during such Remedies Notice Period this Court enters an order to the contrary, the DIP Agent, Prepetition ABL Agents, or Prepetition Term Loan Agent, as applicable, shall be deemed to have received relief from the automatic stay to exercise all rights and remedies available against the DIP Collateral (subject to the rights of the applicable Prepetition Secured Parties), the Prepetition Collateral, the Cash Collateral or the Adequate Protection Collateral, as applicable, permitted by applicable law or equity, without further notice to, hearing of, or order from this Court, and without restriction or restraint by any stay under sections 105 or 362 of the Bankruptcy Code or otherwise. To the extent a final order is entered providing for such relief and in furtherance of the foregoing, upon the occurrence and during the continuation of a DIP Termination Event or breach of this Final Order by the Debtors, and the expiration of the applicable Remedies Notice Period without entry of a Court order to the contrary, the DIP Agent and any liquidator or other professional acting at the DIP Agent's direction (or Prepetition ABL Agents or Prepetition Term Loan Agent and any liquidator or other professional acting at their respective direction) shall (A) have the right to use, license or sub-license (without payment of royalty or other compensation) any or all intellectual property of the Debtors, computer hardware and software, trade secrets, brochures, customer lists, promotional and advertising materials, labels, packaging materials and other property, in

advertising for sale, marketing, selling, collecting, completing manufacture of, or otherwise exercising any rights or remedies with respect to, any DIP Collateral or Prepetition Collateral, as applicable, and (B) have the right to access, and a rent free right to use, any and all owned or leased locations (including, without limitation, manufacturing facilities, warehouse locations, distribution centers and offices) for the purpose of arranging for and effecting the sale or disposition of DIP Collateral or Prepetition Collateral, as applicable, including the production, completion, packaging and other preparation of such DIP Collateral or Prepetition Collateral, as applicable, for sale or disposition (it being understood and agreed that the DIP Agent and its representatives (and persons employed on its behalf) or Prepetition ABL Agents and their representatives (and persons employed on their behalf) or Prepetition Term Loan Agent and its representatives (and persons employed on its behalf), as applicable, may continue to operate, service, maintain, process and sell the DIP Collateral (subject to the rights of the Prepetition Secured Parties in the Prepetition Collateral, Cash Collateral and Adequate Protection Collateral), the Cash Collateral, the Adequate Protection Collateral or Prepetition Collateral, as applicable, as well as to engage in bulk sales of such DIP Collateral, the Cash Collateral, Adequate Protection Collateral or Prepetition Collateral, as applicable).

(e) The Debtors (i) shall reasonably cooperate with the DIP Agent, Prepetition ABL Agents, or Prepetition Term Loan Agent, as applicable, in its exercise of rights and remedies, whether against DIP Collateral (subject to the rights of the Prepetition Secured Parties in the Prepetition Collateral, Adequate Protection Collateral and Cash Collateral), Adequate Protection Collateral, Cash Collateral or Prepetition Collateral, as applicable, or otherwise; (ii) waive any right to seek relief under section 105 of the Bankruptcy Code; and (iii) unless this Court orders otherwise, may not contest or challenge the exercise of any such rights or remedies other than to

dispute whether a DIP Termination Event or breach of this Order by the Debtors has in fact occurred.

20. **Indemnification**. The DIP Loan Parties shall jointly and severally indemnify and hold harmless each DIP Secured Party and each of their respective directors, officers, employees, agents, attorneys, accountants, advisors, controlling persons, equity holders, partners, members, and other representatives and each of their respective successors and permitted assigns (each, an "Indemnified Party") against, and to hold each Indemnified Party harmless from, any and all losses, claims, damages, liabilities, and reasonable, documented and invoiced out-of- pocket fees and expenses (including, without limitation, fees and disbursements of counsel but limited, in the case of counsel, to the extent set forth in the DIP Credit Agreement) that may be incurred by or asserted or awarded against any Indemnified Party, in each case, arising out of, or in any way in connection with, or as a result of: (i) the execution or delivery of the DIP Term Sheet, the DIP Credit Agreement, any other DIP Loan Document, the performance by the parties thereto of their respective obligations thereunder and the other transactions contemplated thereby; (ii) the use of the proceeds of the DIP Loans; (iii) the enforcement or protection of its rights in connection with the DIP Term Sheet, the DIP Credit Agreement, and any other DIP Loan Document; (iv) the negotiation of and consent to the Interim Order and this Final Order; or (v) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not any Indemnified Party is a party thereto and regardless of whether such matter is initiated by a third party or the Debtors or any of their subsidiaries or affiliates or creditors; *provided* that, the foregoing indemnity shall not apply to any claims arising (i) prior to the Petition Date or (ii) out of, or in any way in connection with, or as a result of provisions of the Prepetition Secured Documents (for the avoidance of doubt, nothing in this Final Order alters, amends, expands or minimizes any

indemnification under the Prepetition Secured Documents, subject to applicable law); *provided further* that, no Indemnified Party will be indemnified for any loss, claim, damage, liability, cost, or other expense to the extent such loss, claim, damage, liability, cost, or expense that (i) is determined by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from (A) the gross negligence, bad faith, or willful misconduct of such Indemnified Party or (B) a material breach of the obligations of such Indemnified Party under the DIP Loan Documents; or (ii) relates to any proceeding between or among Indemnified Parties other than claims arising out of any act or omission on the part of the DIP Loan Parties in accordance with this paragraph 20.

21. **Proofs of Claim**. The DIP Agent, the DIP Secured Parties, and the Prepetition Secured Parties shall not be required to file proofs of claim in any of the Chapter 11 Cases for any claim allowed herein or therein in respect of the Prepetition Secured Obligations. Any order entered by this Court establishing a bar date in any of the Chapter 11 Cases shall not apply to the DIP Secured Parties or the Prepetition Secured Parties; *provided* that, notwithstanding any order entered by this Court establishing a bar date in any of the Chapter 11 Cases to the contrary, the DIP Agent, on behalf of the DIP Secured Parties, and the Prepetition ABL Agents, the Prepetition Term Loan Agent, the Welltower Landlords, and/or the Omega Landlords, on behalf of the Prepetition Secured ABL Parties, the Prepetition Term Loan Secured Parties, the Welltower Landlords, and/or the Omega Landlords, as applicable, may (but are not required) in their discretion file (and amend and/or supplement) in the Debtors' lead chapter 11 case *In re Genesis Healthcare, Inc., et al.*, Case No. 25-80185 (SGJ), a single, master proof of claim, on behalf of the Prepetition Secured ABL Parties, the Prepetition Term Loan Secured Parties, the Welltower Landlords, and/or the Omega Landlords, as applicable, for any claim allowed herein or their

allowed claims arising under the applicable Prepetition Secured Documents, and any such proof of claim may (but is not required to) be filed as one consolidated proof of claim against all of the Debtors (each, a "Master Proof of Claim"), rather than as separate proofs of claim against each Debtor. Any proof of claim filed by the DIP Secured Parties or any of the Prepetition Secured Parties shall be deemed to be in addition to (and not in lieu of) any other proof of claim that may be filed by any such persons. The provisions set forth in this paragraph are intended solely for the purpose of administrative convenience and shall not affect the substantive rights of any party-in-interest or their respective successors-in-interest. The Master Proofs of Claim shall not be required to attach any instruments, agreements or other documents evidencing the obligations owing by each of the Debtors to the Prepetition Secured Parties, which instruments, agreements or other documents will be provided upon written request to counsel to each Prepetition Secured Party.

22. **Carve Out**.

(a) Subject to the terms, conditions and limitations contained in this paragraph 22, but only to the extent and subject to the express exclusions set forth herein, the DIP Liens, the DIP Superpriority Claims, the Prepetition Liens, the Adequate Protection Liens and the Adequate Protection Superpriority Claims, and any other liens or claims granted under this Final Order, are all subordinate (except as otherwise provided herein) to the following (collectively, the "Carve Out"):

(1) allowed administrative expenses pursuant to 28 U.S.C. § 1930(a)(6) for statutory fees payable to the U.S. Trustee, together with the statutory rate of interest, and 28 U S.C. § 156(c) for fees required to be paid to the Clerk of this Court (collectively, the "Statutory Fees"), which shall not be subject to any budget;

(2) all reasonable fees and expenses up to $50,000 incurred by a trustee under section 726(b) of the Bankruptcy Code;

(3) to the extent consistent with the Approved DIP Budget (subject to an allowed variance of 15% of the amount budgeted for each respective

Professional Person) and allowed at any time, whether by interim order, procedural order, or otherwise, all accrued and unpaid fees, disbursements, costs, and expenses ("Allowed Professional Fees") incurred by persons or firms retained by the Debtors pursuant to section 327, 328, or 363 of the Bankruptcy Code (the "Debtor Professionals"), the Official Committee pursuant to section 328 or 1103 of the Bankruptcy Code (the "Committee Professionals"), or, if a patient care ombudsman (the "PCO") is appointed by order of this Court, by the PCO pursuant to section 327, 328, or 333 of the Bankruptcy Code (together with the PCO, the "PCO Professionals" and, together with the Debtor Professionals and the Committee Professionals, the "Professional Persons"), at any time on or before the first (1st) Business Day following delivery of the Carve Out Trigger Notice by the DIP Lenders (as defined below) whether allowed by the Court prior to or after delivery of a Carve Out Trigger Notice; and

(4) Allowed Professional Fees of Professional Persons in an aggregate amount not to exceed $750,000 incurred after the first (1st) Business Day following delivery DIP Lenders of a Carve Out Trigger Notice, to the extent consistent with the Approved DIP Budget and allowed at any time, whether by interim order, procedural order, final order, or otherwise (the amounts set forth in this clause (4), the "Post-Carve Out Trigger Notice Cap").

(b) For purposes of the foregoing, "Carve Out Trigger Notice" shall mean a written notice delivered by email (or other electronic means) by the DIP Lenders to the Debtors and their counsel, with a copy to the DIP Agent and its counsel, the U.S. Trustee, counsel to the Prepetition ABL Agents, and counsel to the Official Committee, which notice may be delivered following the occurrence and during the continuation of a DIP Termination Event stating that the Carve Out Trigger Notice Cap has been invoked. The term "Carve-Out Trigger Notice Date" shall mean the day on which a Carve-Out Trigger Notice is received by the Debtors. On the Carve-Out Trigger Notice Date, the Carve-Out Trigger Notice shall constitute a demand to the Debtors to transfer cash in an amount equal to the difference between (I) the Post-Carve-Out Trigger Notice Cap plus an amount equal to the total budgeted and unpaid Professional Person fees (subject to an allowed variance of 15% of the amount budgeted for each respective Professional Person) for any time prior to the first (1st) Business Day after delivery of the Carve-Out Trigger Notice and (II) the balance held in the Carve-Out Account as of the Carve-Out Trigger Notice Date.

(c) Within three (3) business days of the initial funding of the DIP Loans, the Debtors shall fund into a segregated account (the "Carve-Out Account") not subject to the control of the DIP Agent, or any of the DIP Lenders or Prepetition Secured Parties an amount equal to the total budgeted Professional Person fees for the first two (2) postpetition weeks set forth in the Approved DIP Budget and, thereafter the Debtors may transfer into the Carve-Out Account cash on a weekly basis in an amount equal to the estimated Professional Person fees for the next unfunded week set forth in the Approved DIP Budget. Thereafter, the Debtors shall use such funds held in the Carve-Out Account to pay Allowed Professional Fees as they become allowed and payable pursuant to interim or final orders from the Court, consistent with the Approved DIP Budget (subject to an allowed variance of 15% of the amount budgeted for each respective Professional Person); *provided*, that the Debtors' obligations to pay the allowed fees and expenses of the Debtor Professional Persons shall not be limited or deemed limited to funds held in the Carve-Out Account. For the avoidance of doubt, the amount budgeted for each Professional Person and deposited in the Carve-Out Account in accordance with this paragraph shall be available to pay in full any fees and expenses incurred by such Professional Person until all such fees and expenses are paid in full before any fees and expenses of another Professional Person is paid out of such earmarked funds.

(d) The Carve-Out Trigger Notice shall constitute a demand to the Debtors, and the Debtors shall be immediately required prior to the payment of any DIP Facility Obligations, to utilize all cash on hand as of such date, and any available cash thereafter held by any Debtor, to fund the Carve-Out Account in an amount equal to the difference between (I) the Post-Carve-Out Trigger Notice Cap plus an amount equal to the total budgeted and unpaid Professional Person fees (subject to an allowed variance of 15% of the amount budgeted for each respective

Professional Person) for any time prior to the first (1st) Business Day after delivery of the Carve-Out Trigger Notice and (II) the balance held in the Carve-Out Account as of the Carve-Out Trigger Notice Date. Notwithstanding anything to the contrary herein, in the DIP Loan Documents, or the Prepetition Secured Documents, following delivery of a Carve-Out Trigger Notice, the DIP Agent shall not sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtors until the Carve-Out Account has been fully funded as permitted above (it being understood that this does not prohibit any sweep or foreclosure on cash in excess of the amounts necessary to fully fund the Carve-Out Account).

(e) The amounts in the Carve-Out Account shall be available only to satisfy Allowed Professional Fees and other amounts included in the Carve-Out until such amounts are paid in full. Notwithstanding anything to the contrary herein, (i) the failure of the Carve-Out Account to satisfy in full the amount set forth in the Carve-Out shall not affect the priority of the Carve-Out and (ii) in no way shall the Carve-Out, the Carve-Out Account, or any Approved DIP Budget be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors or that may be allowed by the Court at any time (whether by interim order, final order, or otherwise). All funds in the Carve-Out Account shall be used first to pay all obligations benefitting from the Pre Carve-Out Trigger Notice Cap, until paid in full, and then the obligations benefitting from the Post Carve-Out Trigger Notice Cap.

(f) Notwithstanding anything to the contrary herein or elsewhere, the Carve Out shall be senior to all claims and liens, including liens securing the DIP Facility, as well as any adequate protection liens and claims described herein, and the DIP Collateral shall exclude the Carve Out Account; *provided* that, if after paying all amounts set forth in the definition of Carve Out, the Carve Out Account has not been reduced to zero, all remaining funds that were funded by

the DIP Facility shall be distributed to the DIP Agent for application towards the DIP Facility Obligations, unless the DIP Facility Obligations have been indefeasibly paid in full in cash and the DIP Facility Obligations have been terminated and all remaining funds that were funded by Cash Collateral shall be distributed to the Prepetition ABL Agents for application to the Prepetition Secured Obligations, unless the Prepetition Secured Obligations have been indefeasibly paid in full in cash and the Prepetition Secured Obligations have been terminated.

(g) Nothing herein, including the inclusion of line items in the Approved DIP Budget for Professional Persons, shall be construed as consent to the allowance of any particular professional fees or expense of the Debtors, of the Official Committee, or of any other person or shall affect the right of the DIP Agent, the Prepetition ABL Agents, the Prepetition Term Loan Agent, the Welltower Landlords, the Omega Landlords, the U.S. Trustee, or any other party in interest to object to the allowance and payment of such fees and expenses. The Prepetition Secured Parties shall not be responsible for the direct payment or reimbursement of any fees or disbursements of any Professional Persons incurred in connection with the Chapter 11 Cases. Nothing in this Final Order or otherwise shall be construed to obligate the Prepetition Secured Parties in any way to pay compensation to or to reimburse expenses of any Professional Persons, or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

23. **Limitations on the DIP Facility, the DIP Collateral, the Prepetition Collateral, the Cash Collateral, the Carve Out, and Other Funds**. Notwithstanding anything contained in the DIP Loan Documents, this Final Order, or any other order of this Court to the contrary, no DIP Collateral, Prepetition Collateral, DIP Loans, Adequate Protection Collateral, Cash Collateral, proceeds of any of the foregoing, any portion of the Carve Out, or any other cash or funds may be used, directly or indirectly, by any of the Debtors, the Official Committee, or any trustee or other

estate representative appointed in the Chapter 11 Cases or any other person or entity (or to pay any professional fees, disbursements, costs or expenses incurred in connection therewith): (a) to object to, contest, prevent, hinder, delay, or interfere with, in any way, the DIP Secured Parties' or the Prepetition Secured Parties' enforcement or realization upon any of the DIP Collateral, Prepetition Collateral, Adequate Protection Collateral or Cash Collateral, following the occurrence and continuation of a DIP Termination Event or breach of this Final Order by the Debtors; or (b) to investigate (including by way of examinations or discovery proceedings, whether formal or informal), prepare, assert, join, commence, support, or prosecute any action for any claim, counter-claim, action, proceeding, application, motion, objection, defense, or other contested matter seeking any order, judgment, determination, or similar relief against, or adverse to the interests of, in any capacity, against any of the Prepetition Secured Parties, DIP Agent, and DIP Lenders, and each of their respective successors, assigns, affiliates, parents, subsidiaries, partners, controlling persons, representatives, agents, attorneys, advisors, financial advisors, consultants, professionals, officers, directors, members, managers, shareholders, and employees, past, present and future, and their respective heirs, predecessors, successors and assigns (in each case, in their respective capacities as such) (collectively, the "Subject Parties") with respect to any transaction, occurrence, omission, action, or other matter arising under, in connection with, or related to the Interim Order, this Final Order, the DIP Facility, the DIP Loan Documents, the DIP Facility Obligations, the Prepetition Liens, the Prepetition Secured Obligations, or the Prepetition Secured Documents or the transactions contemplated therein or thereby, or any other matter relating to the Debtors, including, without limitation, (A) any Avoidance Actions, (B) any so-called "lender liability" claims and causes of action, (C) any claim or cause of action with respect to the validity, enforceability, priority and extent of, or asserting any defense, counterclaim, or offset to, the DIP

Facility Obligations, the DIP Superpriority Claims, the DIP Liens, the DIP Loan Documents, the Adequate Protection Liens, the Adequate Protection Claims, the Prepetition ABL Obligations, the Prepetition ABL Documents, the Prepetition ABL Liens, the Prepetition Term Loan Documents, Prepetition Term Loan Liens, the Welltower Master Lease Agreement, the Welltower Master Lease Documents, the Welltower Master Lease Liens, the Omega Master Lease Agreement, the Omega Master Lease Documents, or the Omega Master Lease Liens, (D) any claim or cause of action seeking to challenge, invalidate, modify, set aside, avoid, marshal, subordinate, or recharacterize in whole or in part, the DIP Facility Obligations, the DIP Liens, the DIP Superpriority Claims, the DIP Collateral, the Prepetition ABL Obligations, the Prepetition Collateral, the Adequate Protection Liens, and the Adequate Protection Claims, or (E) any action seeking to modify any of the rights, remedies, priorities, privileges, protections, and benefits granted to any of the DIP Secured Parties hereunder or under any of the DIP Loan Documents or the Prepetition Secured Parties hereunder or under any of the Prepetition Secured Documents, as applicable (in each case, including, without limitation, claims, proceedings, or actions that might prevent, hinder, or delay any of the DIP Secured Parties, or the Prepetition Secured Parties' assertions, enforcements, realizations, or remedies on or against the DIP Collateral or Prepetition Collateral in accordance with the applicable DIP Loan Documents or Prepetition Secured Documents and the Interim Order and/or this Final Order (as applicable)); *provided*, that (i) no more than $250,000 in the aggregate of the DIP Collateral, the Carve Out or Cash Collateral, proceeds from the borrowings under the DIP Facility or any other amounts, may be used for allowed fees and expenses incurred solely by the Official Committee in investigating, but not objecting to, challenging, litigating, opposing, prosecuting, or seeking to subordinate or recharacterize the validity, enforceability, perfection, and priority of (a) the Prepetition Liens, the

Prepetition Secured Documents, the Adequate Protection Liens, the Adequate Protection Claims, or (b) the claims and/or liens of the Prepetition WAX/MAO Term Loan Lenders and each of their respective officers, directors, controlling persons, employees, agents, attorneys, affiliates, assigns, or successors of each of the foregoing, prior to the Challenge Deadline (as defined below), and (ii) no DIP Collateral (including Cash Collateral) or any proceeds thereof shall be used to investigate, object to, challenge, litigate, oppose, or prosecute any cause of action against the DIP Secured Parties (in their capacity as such), including seeking to subordinate or recharacterize the validity, enforceability, perfection, and priority of the DIP Liens, the DIP Superpriority Claims, the DIP Loans, or the DIP Loan Documents. Notwithstanding anything else contained in this Final Order or the DIP Loan Documents, the Challenge Deadline will not limit the ability of any party to challenge the liens or secured claims held by, or to assert claims against, the Prepetition WAX/MAO Term Loan Lenders. Except to the extent expressly permitted by the terms of the DIP Loan Documents and this Final Order or any further order of this Court, none of the Debtors, the Official Committee, or any trustee or other estate representative appointed in the Chapter 11 Cases or any other person or entity may use or seek to use Cash Collateral or, to sell, or otherwise dispose of DIP Collateral or Prepetition Collateral, in each case, without the consent of each of the DIP Lenders and the Prepetition ABL Secured Parties.

24. **Reservation of Certain Third-Party Rights and Bar of Challenges and Claims**.

(a) Subject to the challenge rights described in this paragraph 24, each of the stipulations, admissions, releases, and agreements contained in the Interim Order and this Final Order, including, without limitation, in clauses (i) through (xiv) of paragraph E of the Interim Order and this Final Order (collectively, the "Stipulations and Releases"), shall be binding upon the DIP Loan Parties and any successor thereto (including, without limitation, any chapter 7 or

chapter 11 trustee appointed or elected for any of the DIP Loan Parties in the Chapter 11 Cases) in all circumstances and for all purposes. The Stipulations and Releases shall be binding upon all parties in interest (including without limitation, (x) the DIP Loan Parties and any successor thereto (including, without limitation, any chapter 7 or chapter 11 trustee appointed or elected for any of the DIP Loan Parties in the Chapter 11 Cases), and (y) the Official Committee and any other person or entity acting or seeking to act on behalf of the DIP Loan Parties' estates, in all circumstances and for all purposes, unless the Official Committee or a party in interest (in each case, to the extent requisite standing is obtained pursuant to an order of this Court entered prior to the Challenge Deadline (as defined below)) with respect to the Stipulations and Releases, and a challenge has been filed with this Court (each, a "Challenge Proceeding") by the Challenge Deadline, asserting claims or causes of action released by the Stipulations and Releases or objecting to or challenging the amount, validity, perfection, enforceability, priority, or extent of any of the Prepetition Secured Obligations, the Prepetition Liens, or the Prepetition Secured Documents, or otherwise asserting or prosecuting any Avoidance Action or any other claim, counterclaim, cause of action, objection, contest, defense or other challenge or claim (a "Challenge") against any of the Subject Parties arising under, in connection with or related to the Debtors, the Prepetition Secured Obligations, the Prepetition Liens, the Prepetition Secured Documents, or the DIP Loan Documents, and there is entered a final non-appealable order in favor of the objector, movant or plaintiff in any such timely filed Challenge Proceeding; *provided* that (i) as to the Debtors (but not their estates), any and all such challenges are hereby irrevocably waived and relinquished as of the Petition Date, (ii) any pleadings filed in any Challenge Proceeding shall set forth with the requisite specificity the basis for such Challenge (and any Challenges not so specified prior to the Challenge Deadline shall be deemed forever, waived, released and barred), and (iii) such Challenge Proceeding may

be pursued by the Official Committee or any other party in interest that timely commenced a Challenge Proceeding pursuant to the terms of this Final Order.

(b) If no such Challenge Proceeding is timely filed with this Court prior to the Challenge Deadline, then, without further notice to any person or entity or order of this Court, the Stipulations and Releases shall be binding on all parties in interest, including, without limitation, the Official Committee, the DIP Loan Parties and any successor thereto (including, without limitation, any chapter 7 or chapter 11 trustee appointed or elected for any of the DIP Loan Parties in the Chapter 11 Cases) and the Debtors.

(c) If any such Challenge Proceeding is timely filed prior to the Challenge Deadline, the Stipulations and Releases shall nonetheless remain binding and preclusive (as provided in paragraph 24(b) hereof) on the Official Committee, and on any other person or entity, the DIP Loan Parties and any successor thereto (including, without limitation, any chapter 7 or chapter 11 trustee appointed or elected for any of the DIP Loan Parties in the Chapter 11 Cases), and the Debtors, except to the extent that such Stipulations and Releases were expressly and successfully challenged in such Challenge Proceeding as set forth in a final, non-appealable order of a court of competent jurisdiction.

(d) The "Challenge Deadline" shall mean (A) as to parties other than the Committee, September 24, 2025, (B) as to the Official Committee, October 13, 2025 (C) with respect to any Subject Party, such later date that such Subject Party has agreed to in writing, prior to the expiration of the deadline to commence a Challenge, or (D) any such later date as has been ordered by this Court for cause upon a motion filed and served prior to the expiration of the deadline to commence a Challenge; *provided*, that the party filing such motion shall either submit a proposed complaint with that motion or shall provide to the Subject Party a written statement

describing the causes of action and operative facts upon which any such Challenge might be based; *provided further*, the filing of a motion pursuant to subsection (D), *supra*, shall toll the Challenge Period only as to the party that timely filed such standing motion and only with respect to the claims included in the proposed complaint or the written statement of claims until such motion is resolved or adjudicated by this Court; *provided further*, if a chapter 7 trustee or a chapter 11 trustee is appointed or elected during the Challenge Period, then the Challenge Period Termination Date with respect to such trustee only, shall be the later of (i) the last day of the Challenge Period and (ii) the date that is twenty (20) calendar days after the date on which such trustee is appointed or elected. Nothing in this Final Order vests or confers on any Person (as defined in the Bankruptcy Code), including the Official Committee or any other committees appointed or formed in these Chapter 11 Cases, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates, including, without limitation, Challenges with respect to the Prepetition Secured Documents, the Prepetition Secured Obligations or the Prepetition Liens, and all rights to object to such standing are expressly reserved.

25. **Limitations on Charging Expenses**. Except to the extent of the Carve Out and paragraph 23, and except as otherwise provided under an Approved DIP Budget, no costs or expenses of administration of the Chapter 11 Cases at any time, including, without limitation, any costs and expenses incurred in connection with the preservation, protection, or enhancement of realization by the DIP Secured Parties or the Prepetition Secured Parties (as the case may be) upon the DIP Collateral, Adequate Protection Collateral, Cash Collateral or Prepetition Collateral (as the case may be), shall be charged against or recovered from (a) the DIP Secured Parties or the DIP Collateral (including in respect of the Adequate Protection Liens), or any of the DIP Facility Obligations, or (b) the Prepetition Secured Parties, the Adequate Protection Collateral, the Cash

Collateral or the Prepetition Collateral, in each case, pursuant to sections 105 or 506(c) of the Bankruptcy Code or any other legal or equitable doctrine (including unjust enrichment) or any similar principle of law, without the prior express written consent of each of the DIP Lenders, the Prepetition ABL Agents, the Prepetition Term Loan Agent, the Welltower Landlords, and the Omega Landlords, as applicable, each in their sole discretion, and no such consent shall be implied, directly or indirectly, from any other action, inaction, or acquiescence by any such agents or creditors (including, without limitation, consent to the Carve Out or the approval of any budget hereunder).

26. **No Marshaling**. In no event shall the DIP Secured Parties or the Prepetition Secured Parties be subject to the equitable doctrine of "marshaling" or any similar doctrine with respect to the DIP Collateral, the DIP Facility Obligations, the Prepetition Collateral, the Adequate Protection Collateral, the Cash Collateral or the Prepetition Secured Obligations as applicable, and all proceeds shall be received and applied in accordance with this Final Order, the DIP Loan Documents and the Prepetition Secured Documents, as applicable.

27. **Equities of the Case**. Further, in no event shall the "equities of the case" exception in section 552(b) of the Bankruptcy Code apply to any of the Prepetition Secured Parties or Prepetition Collateral.

28. **Joint and Several Liability**. Nothing in this Final Order shall be construed to constitute or authorize a substantive consolidation of any of the Debtors' estates, it being understood, however, that the DIP Loan Parties shall be jointly and severally liable for the obligations hereunder and in accordance with the terms of this Final Order.

29. **Right to Credit Bid**.

(a) The DIP Agent or its designee (at the written direction of the DIP Lenders), on behalf of the DIP Secured Parties, unless this Court for cause orders otherwise, shall have the right to credit bid on the DIP Collateral, in accordance with the DIP Loan Documents, up to the full amount of the DIP Facility Obligations, subject to the Prepetition Secured Parties' respective interests in the DIP Collateral, in connection with any sale or other disposition of all or any portion of the DIP Collateral, as provided for in section 363(k) of the Bankruptcy Code, without the need for further Court order authorizing the same, including, without limitation, any sales occurring pursuant to section 363 of the Bankruptcy Code or included as part of any plan subject to confirmation under section 1129(b)(2)(A) of the Bankruptcy Code, and shall automatically be deemed a "qualified bidder" with respect to any disposition of DIP Collateral under or pursuant to (a) section 363 of the Bankruptcy Code, (b) a plan of reorganization or plan of liquidation under section 1129 of the Bankruptcy Code, or (c) a sale or disposition by a chapter 7 trustee for any of the Debtors under section 725 of the Bankruptcy Code.

(b) The Prepetition ABL Agents or their designee (at the written direction of the Prepetition ABL Lenders), on behalf of the Prepetition ABL Secured Parties, unless this Court for cause orders otherwise, shall have the right to credit bid on the ABL Senior Collateral, in accordance with the Prepetition ABL Documents, up to the full amount of the Prepetition ABL Obligations, in connection with any sale or other disposition of all or any portion of the DIP Collateral, as provided for in section 363(k) of the Bankruptcy Code, without the need for further Court order authorizing the same, including, without limitation, any sales occurring pursuant to section 363 of the Bankruptcy Code or included as part of any plan subject to confirmation under section 1129(b)(2)(A) of the Bankruptcy Code, and shall each automatically be deemed a

"qualified bidder" with respect to any disposition of ABL Senior Collateral under or pursuant to (a) section 363 of the Bankruptcy Code, (b) a plan of reorganization or plan of liquidation under section 1129 of the Bankruptcy Code, or (c) a sale or disposition by a chapter 7 trustee for any of the Debtors under section 725 of the Bankruptcy Code.

(c) The Prepetition Term Loan Agent or its designee (at the written direction of the Prepetition Term Loan Lenders), on behalf of the Prepetition Term Loan Secured Parties, unless this Court for cause orders otherwise, shall have the right to credit bid on the Prepetition Term Loan Collateral, in accordance with the Prepetition Term Loan Documents, up to the full amount of the Prepetition Term Loan Obligations, in connection with any sale or other disposition of all or any portion of the DIP Collateral, as provided for in section 363(k) of the Bankruptcy Code, without the need for further Court order authorizing the same, including, without limitation, any sales occurring pursuant to section 363 of the Bankruptcy Code or included as part of any plan subject to confirmation under section 1129(b)(2)(A) of the Bankruptcy Code, and shall automatically be deemed a "qualified bidder" with respect to any disposition of Prepetition Term Loan Collateral under or pursuant to (a) section 363 of the Bankruptcy Code, (b) a plan of reorganization or plan of liquidation under section 1129 of the Bankruptcy Code, or (c) a sale or disposition by a chapter 7 trustee for any of the Debtors under section 725 of the Bankruptcy Code.

(d) Notwithstanding the foregoing, the DIP Lenders, the DIP Agent, or the Prepetition Secured Parties, may credit bid on account of the DIP Facility and DIP Loans to acquire any property encumbered by the Rochester Manor HUD Liens only if such bid (i) includes a cash component that earmarks cash sufficient to satisfy the portion of the Rochester Manor Secured Parties' claim for the Rochester Manor HUD Note secured by any valid and enforceable Rochester Manor HUD Liens, or (ii) assumes the Rochester Manor HUD Note and the obligations under the

Rochester Manor HUD Documents in accordance with (i) the Rochester Manor HUD Documents, (ii) applicable law and regulation, including but not limited to the procedures set out in the Healthcare Mortgage Insurance Program Handbook (4232.1), and (iii) with the consent of the Rochester Manor HUD Lender and HUD.

30. **Rights Preserved**. Notwithstanding anything herein to the contrary, the entry of this Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly: (a) the rights of the DIP Secured Parties or the Prepetition Secured Parties to seek any other or supplemental relief in respect of the Debtors; (b) the rights of the DIP Secured Parties or the Prepetition Secured Parties under the DIP Loan Documents or the Prepetition Secured Documents, the Bankruptcy Code or applicable non-bankruptcy law, including, without limitation, the right to (i) request modification of the automatic stay of section 362 of the Bankruptcy Code, (ii) request dismissal of any of the Chapter 11 Cases, conversion of any or all of the Chapter 11 Cases to a case under chapter 7, or appointment of a chapter 11 trustee or examiner with expanded powers, or (iii) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a Chapter 11 plan or plans; or (c) any other rights, claims, or privileges (whether legal, equitable or otherwise) of the DIP Secured Parties or the Prepetition Secured Parties. Notwithstanding anything herein to the contrary, the entry of this Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the Debtors', the DIP Loan Parties', or any party in interest's right to oppose any of the relief requested in accordance with the immediately preceding sentence, except as expressly set forth in this Final Order.

31. **No Waiver by Failure to Seek Relief**. The failure or delay on the part of any of the DIP Secured Parties or the Prepetition Secured Parties to seek relief or otherwise exercise their rights and remedies under this Final Order, the DIP Loan Documents or the Prepetition Secured

Documents, or applicable law, as the case may be, shall not constitute a waiver of any of their respective rights hereunder, thereunder or otherwise. No delay on the part of any party in the exercise of any right or remedy under this Final Order shall preclude any other or further exercise of any such right or remedy or the exercise of any other right or remedy. None of the rights or remedies of any party under this Final Order shall be deemed to have been amended, modified, suspended, or waived unless such amendment, modification, suspension, or waiver is express, in writing and signed by the party against whom such amendment, modification, suspension, or waiver is sought. No consents required hereunder by any of the DIP Secured Parties or the Prepetition Secured Parties shall be implied by any inaction or acquiescence by any of the DIP Secured Parties or the Prepetition Secured Parties.

32. **No Deemed Control**. In determining to make, and in providing, any DIP Loans under the DIP Credit Agreement, or in exercising any rights or remedies as and when permitted pursuant to the Interim Order, this Final Order or the DIP Loan Documents, no DIP Secured Party and no Prepetition Secured Party shall be deemed to be in control of any Debtor or its operations or to be acting as a "responsible person," "managing agent" or "owner or operator" (as such terms are defined in the United States Comprehensive Environmental Response, Compensation and Liability Act, 29 U.S.C. §§ 9601, et seq., as amended, or any similar state or federal statute) with respect to the operation or management of such Debtor.

33. **Binding Effect of this Final Order**. Immediately upon entry of this Final Order by this Court, this Final Order shall inure to the benefit of the Debtors, the DIP Secured Parties, and the Prepetition Secured Parties, and the provisions of this Final Order (including all findings and conclusions of law herein) shall be valid and binding upon the Debtors, the DIP Secured Parties, and the Prepetition Secured Parties, any and all other creditors of the Debtors, the Official

Committee or other committee appointed in the Chapter 11 Cases, any and all other parties in interest, and the respective successors and assigns of each of the foregoing, including any trustee or other fiduciary hereafter appointed as legal representative of any of the Debtors in any of the Chapter 11 Cases, or upon dismissal or conversion of any of the Chapter 11 Cases; *provided* that the DIP Secured Parties and the Prepetition Secured Parties shall have no obligation to permit the use of DIP Collateral or Prepetition Collateral (including Cash Collateral) by, or to extend any financing to, any chapter 7 trustee, chapter 11 trustee, or similar responsible person appointed for the estates of the Debtors.

34. **Survival**. The terms and provisions of this Final Order, including, without limitation, (a) the Carve Out and (b) all of the rights, privileges, benefits, and protections afforded herein and in the DIP Loan Documents (including the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, and the Adequate Protection Claims, and any other claims, liens, security interests, and other protections (as applicable)) granted to the DIP Secured Parties and the Prepetition Secured Parties pursuant to this Final Order and the DIP Loan Documents (collectively, the "DIP Protections"), and any actions taken pursuant hereto or thereto, shall survive, shall continue in full force and effect, shall remain binding on all parties in interest, and shall maintain their priorities, and shall not be modified, impaired, or discharged by (except to the extent consented to in writing by the applicable secured parties), entry of any order that may be entered (i) confirming any plan of reorganization in any of the Chapter 11 Cases; (ii) converting any or all of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code; (iii) dismissing any or all of the Chapter 11 Cases; or (iv) pursuant to which this Court abstains from hearing any of the Chapter 11 Cases, in each case, until, in respect of the DIP Facility, all of the DIP Facility Obligations, pursuant to the DIP Credit Agreement, the other DIP Loan Documents and this Final

Order, have been indefeasibly paid in full in cash (other than contingent indemnification obligations as to which no claim has been asserted) and all commitments to extend credit under the DIP Facility are terminated. This Court shall retain jurisdiction, notwithstanding any such confirmation, conversion, or dismissal, for the purposes of enforcing such DIP Protections and the Prepetition Secured Parties' adequate protection.

35. **Good Faith under Section 364(e) of the Bankruptcy Code; No Modification or Stay of this Final Order**. The DIP Secured Parties have acted in good faith in connection with the DIP Facility, the DIP Loan Documents, the DIP Facility, and with this Final Order, and their reliance on this Final Order is in good faith. Based on the findings set forth in this Final Order and the record made during the Interim Hearing and Final Hearing, and in accordance with section 364(e) of the Bankruptcy Code, the DIP Secured Parties are entitled to the protections provided in section 364(e) of the Bankruptcy Code, this Final Order and the DIP Loan Documents to the extent provided therein. If any or all of the provisions of this Final Order are hereafter reversed or modified on appeal, such reversal or modification shall not affect the validity, priority, or enforceability of the DIP Facility Obligations or the DIP Liens; *provided*, *however*, that the DIP Secured Parties shall not be entitled to protection under section 364(e) of the Bankruptcy Code with respect to any funds advanced by the DIP Secured Parties or made available by the Prepetition Secured Parties, as applicable, under the DIP Loan Documents after entry of an order staying this Final Order or any provision of this Final Order authorizing the Debtors to borrow funds under the DIP Loan Documents. Notwithstanding any such reversal or modification of this Final Order or certain provisions thereof on appeal, any DIP Facility Obligations, DIP Liens, or Adequate Protection Liens incurred by the DIP Loan Parties to the DIP Secured Parties or the Prepetition Secured Parties, as the case may be, prior to the actual receipt of written notice by the DIP Agent

and the Prepetition Agent of the effective date of such reversal, modification, or stay shall be governed in all respects by the original provisions of this Final Order.

36. **Amendment of the DIP Loan Documents**. The DIP Loan Documents may, from time to time, be amended, amended and restated, modified, or supplemented by the parties thereto without notice or a hearing if the amendment, amendment and restatement, modification, or supplement is not material, and is: (i) in accordance with the DIP Loan Documents; and (ii) not adverse or prejudicial in any material respect to the rights of the Debtors, the estates, or third parties; *provided, however*, all amendments, modifications and waivers of the DIP Loan Documents shall require the consent of each of the DIP Lenders and notice to the Prepetition ABL Agents. Any material amendment, restatement, modification or supplement to the DIP Loan Documents may only be made pursuant to an order of this Court, upon notice and a hearing; *provided further however*, that any (i) extension of maturity, (ii) waiver or modification or compromise with respect to any Event of Default, or (iii) amendment to the Approved DIP Budget, including with respect to Permitted Variances, shall require the written consent of the DIP Lenders and shall not require entry of an order of this Court; for the avoidance of doubt, the Prepetition ABL Agents and Prepetition Term Loan Agent each retain theirs rights to seek termination of the Debtors' ability to continue to use Cash Collateral upon any such consent granted by the DIP Lenders and pursuant to the terms set forth in paragraph 19 of this Final Order. The Debtors shall file all amendments, restatements, modification and supplements of the DIP Loan Documents with this Court and serve the same on the U.S. Trustee and the Official Committee.

37. **Adequate Assurance Deposits**. Notwithstanding anything to the contrary in this Final Order, the interests of the DIP Secured Parties and the Prepetition Secured Parties in any adequate assurance deposit ordered by this Court for the benefit of the Debtors' utilities shall be

subordinate to the interests of the Debtors' utilities in such adequate assurance deposit until such time as the adequate assurance deposit is returned to the Debtors.

38. **Limitation of Liability**. Nothing in this Final Order, the DIP Loan Documents, or any other documents related to these transactions shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Secured Parties (in each case, in their capacities as such) of (a) any liability for any claims arising from the prepetition or postpetition activities of the Debtors in the operation of their business, or in connection with their restructuring efforts, or (b) any fiduciary duties to the Debtors, their respective creditors, shareholders, or estates. So long as the DIP Secured Parties comply with their obligations under the DIP Loan Documents and their obligations, if any, under applicable law (including the Bankruptcy Code), (x) the DIP Secured Parties shall not, in any way or manner, be liable or responsible for (i) the safekeeping of the DIP Collateral, (ii) any loss or damage thereto occurring or arising in any manner or fashion from any cause, (iii) any diminution in the value thereof, or (iv) any act or default of any carrier, servicer, bailee, custodian, forwarding agency, or other person; and (y) all risk of loss, damage, or destruction of the DIP Collateral shall be borne by the DIP Loan Parties.

39. **Final Order Controls**. In the event of any conflict or inconsistency between or among the terms or provisions of this Final Order, any of the DIP Loan Documents, unless such term or provision in this Final Order is phrased in terms of "defined in" or "as set forth in" the DIP Loan Documents, the terms and provisions of this Final Order shall govern and control.

40. **Payments Held in Trust**. Except as expressly permitted in this Final Order or the DIP Loan Documents, in the event that any person or entity receives any payment on account of a security interest in the DIP Collateral or receives any DIP Collateral or any proceeds of DIP Collateral prior to indefeasible payment in full in cash of all DIP Facility Obligations under the

DIP Loan Documents, and termination of the DIP Commitments in accordance with the DIP Loan Documents, such person or entity shall be deemed to have received, and shall hold, any such payment or proceeds of DIP Collateral in trust for the benefit of the DIP Agent and the DIP Lenders and shall immediately turn over such proceeds to the DIP Agent or applicable DIP Lender, for application in accordance with the DIP Loan Documents and this Final Order.

41. **Final Order Effective as of the Petition Date**. This Final Order shall take effect and shall be enforceable as of the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), and 7062 or any other Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Final Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Final Order.

42. **Bankruptcy Rules**. The requirements of Bankruptcy Rules 4001, 6003, and 6004, in each case to the extent applicable, are satisfied by the contents of the DIP Motion.

43. **Necessary Action**. The Debtors are authorized and directed to take any and all such necessary actions as are reasonable and appropriate to implement the terms of this Final Order.

44. **Headings**. Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Final Order.

45. **Retention of Jurisdiction**. This Court shall retain jurisdiction to hear, determine and, if applicable, enforce the terms of, any and all matters arising from or related to the DIP Facility and/or this Final Order.

46. **Capital One Matters**. Notwithstanding anything to the contrary contained herein or in any other interim or final orders entered in these Chapter 11 Cases, including, without

limitation, any DIP Order, (i) any authorization of the use of cash collateral shall not apply to any cash now or in the future (a) collateralizing any Letters of Credit issued by Capital One, National Association ("Capital One"), on the application of the Debtors and/or collateralizing the repayment of the reimbursement obligations of the Debtors to Capital One under, as to or in connection with such Letters of Credit (the "Capital One LC Cash Collateral") or (b) on deposit in the Capital One Purchasing Card Account[4] collateralizing the Debtors' obligations with respect to the Capital One Purchasing Cards and/or the Capital One Purchasing Card Program pursuant to the Pledge Agreement (the "Capital One P-Card Cash Collateral"), (ii) the Debtors shall be authorized to use (a) the Capital One LC Cash Collateral solely for the purposes of collateralizing the Letters of Credit issued by Capital One on the application of the Debtors and/or collateralizing the repayment of (and/or repaying) the reimbursement obligations of the Debtors to Capital One under, as to or in connection with such Letters of Credit and (b) the Capital One P-Card Cash Collateral solely for the purposes of collateralizing and/or collateralizing the repayment of (and/or repaying) the obligations of the Debtors to Capital One with respect to the Capital One Purchasing Cards and/or the Capital One Purchasing Card Program, and (iii) any security interest in or lien on any interest the Debtors may have in the Capital One LC Cash Collateral or the Capital One P-Card Cash Collateral that may be granted pursuant to any order entered in these Chapter 11 Cases, including, without limitation, any DIP Order, shall be subject, subordinate, and junior to Capital One's security interests in and liens on the Capital One LC Cash Collateral and the Capital One P-Card

4 Each of the capitalized terms "Capital One Purchasing Card Account", "Capital One Purchasing Card Program", "Capital One Purchasing Cards" and "Pledge Agreement" shall have the meaning ascribed thereto in the *Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue to Operate Their Existing Cash Management System, (B) Maintain Existing Bank Accounts and Business Forms and Honor Certain Prepetition Obligations Related to the Use Thereof, (C) Maintain Purchasing Card Programs and Honor Prepetition Obligations Related Thereto, and (D) Continue to Perform Intercompany Transactions; (II) Extending the Time for the Debtors to Comply with 11 U.S.C. § 345(b) Deposit and Investment Requirements; and (III) Granting Related Relief* [Docket No. 11].

Cash Collateral, as applicable. Notwithstanding, Capital One is directed to stop sweeping funds from the Restricted Accounts ending in x2669 and x2666 held at Capital One. Capital One is further directed to allow the Debtors to transfer funds held in the Restricted Accounts to their other operating accounts, including, without limitation, the Main Operating Account ending in x0803 held at Capital One.

47. **Crum & Forster Matters**. With respect to Crum & Forster Specialty Insurance Company ("CFSIC"), nothing contained in this Final Order or the DIP Loan Documents shall (a) affect, modify or impair CFSIC's recoupment or setoff rights, claims, or defenses, in each case, to the extent such rights, claims, or defenses are available under applicable law or (b) affect, modify or impair the rights of the Debtors or any other parties in interest with respect to the foregoing.

48. **Chubb Matters**. For the avoidance of doubt, (i) the Debtors shall not grant to any other party any liens and/or security interests in any insurance policy issued by ACE American Insurance Company and/or any of its U.S.-based affiliates (collectively, together with each of their successors, and solely in their roles as insurers, "Chubb") and any rights, interests or claims thereunder; (ii) the Debtors shall not grant to any other party any liens and/or security interests in any property held by Chubb as collateral to secure obligations under any insurance policies and/or related agreements issued and/or entered into by Chubb (the "Chubb Collateral"); (iii) this Final Order does not grant the Debtors any right to use any of the Chubb Collateral; (iv) the proceeds of any insurance policy issued by Chubb shall only be considered to be DIP Collateral to the extent such proceeds are paid to the Debtors (as opposed to a third party claimant) pursuant to the terms of any such applicable insurance policy; and (v) nothing, including the DIP Loan Documents,

alters or modifies the terms and conditions of any insurance policies issued by Chubb and/or any agreements related thereto.

49. **White Oak Matters**. Notwithstanding anything to the contrary contained herein, the Debtors may (a) use the Prepetition ABL Lenders' cash collateral (as defined section 363(a) of the Bankruptcy Code) pursuant to the terms of this Final Order and (b) conduct the sale process set forth in the bidding procedures order (which shall include the same treatment of Prepetition ABL Secured Parties and timeline as set forth in the currently proposed bidding procedures order), through and including the proposed closing date of a sale, in the case of each of clauses (a) and (b), on the condition that (i) all ABL Obligations (as defined below) as of the closing date (x) shall be indefeasibly satisfied in full, without discount, at closing ("Payment in Full of ABL Obligations") or (y) shall be assumed in full, without discount, by such Successful Bidder (as defined in the Bidding Procedures Order), on the same terms and conditions in the current Prepetition ABL Documents or as otherwise agreed between the Successful Bidder and the Prepetition ABL Lenders ("Assumption of ABL Obligations"), or (ii) all ABL Senior Collateral, HUD ABL Adequate Protection Collateral and all Non-HUD ABL Adequate Protection Collateral (in each case, to the extent such collateral is subject to an intercreditor agreement between ABL Secured Parties and a third party, such collateral shall only include the collateral subject to ABL Secured Parties' priority liens) are (x) excluded from the sale, (y) thereafter collected (such collections, the "ABL Secured Party Collections") by the Successful Bidder or an entity identified by the Prepetition ABL Agents and mutually agreed between the Prepetition ABL Agents and the Debtors, at a market rate or rate otherwise agreed to by the Debtors and the Prepetition ABL Agents, and (z) used to repay the ABL Obligations, in full prior to distribution of the ABL Secured

Party Collections otherwise (subsections (ii)(x), (y) and (z) collectively, the "Return of Collateral").

50. For purposes of this Final Order, (A) "ABL Obligations" shall mean, whether arising before, on, or after the Petition Date, (i) all principal, plus all accrued and unpaid interest at the Applicable Rate thereon and reimbursement obligations, fees, costs and expenses (including, without limitation, any reasonable and documented attorneys', accountants', appraisers', financial advisors' fees, and related costs and expenses), charges, disbursements, indemnification obligations, (ii) any other amounts, contingent or otherwise, whenever arising or accruing, that may be due, owing or chargeable in respect thereof, and (iii) all other Obligations (as defined in the Prepetition HUD ABL Agreement and the Prepetition Non-HUD ABL Agreement) incurred or accrued in connection therewith, in each case of clauses (i) through (iii) above to the extent due and owing under or in connection with the Prepetition HUD ABL Documents or the Prepetition Non-HUD ABL Documents; *provided, however*, in the event of (y) Assumption of ABL Obligations, the Termination Fee (as defined in the Prepetition HUD ABL Documents and the Prepetition Non-HUD ABL Documents), shall be waived by the Prepetition ABL Secured Parties and (z) Payment in Full of ABL Obligations or Return of Collateral, Prepetition ABL Secured Parties reserve their rights to seek court approval for payment of the Termination Fee and the rights of all other parties with standing with respect to such request for payment are likewise reserved; and (B) the "Applicable Rate" means (i) in the event of Assumption of ABL Obligations or Payment in Full of ABL Obligations, interest at the non-default rate of interest, (ii) in the event of Return of Collateral, interest at the default rate, unless otherwise agreed by ABL Secured Parties or ordered by the Court.

51. **Westchester Fire Insurance Company Matters**. Nothing in this Final Order, the Interim Order or the DIP Loan Documents shall (a) in any way prime or affect the rights of Westchester Fire Insurance Company (including its past, present or future parents, subsidiaries or affiliates, individually and collectively, the "Surety") as to (i) any funds held by the Surety, whether in trust, as security, or otherwise or (ii) any letters of credit to which the Surety is a beneficiary (clauses (i) and (ii), together with any proceeds, substitutions or replacements thereof, collectively, the "Surety Assets"), (b) affect the rights of the Surety under any current or future indemnity, collateral, trust or related agreements between or involving the Surety and any of the Debtors or any of the Debtors' non-debtor affiliates as to the Surety Assets or otherwise, or (c) affect, modify or impair the Surety's recoupment or setoff rights, claims, or defenses, in each case, to the extent such rights, claims, or defenses are available under applicable law or affect, modify or impair the rights of the Debtors or any other parties in interest with respect to the foregoing. Nothing herein is an admission by the Surety or the Debtors, or a determination by the Bankruptcy Court, regarding any claims under any bond(s), and the Surety and the Debtors reserve any and all rights, remedies and defenses in connection therewith. In addition, nothing in the Final Order, the Interim Order or the DIP Loan Documents shall prime or otherwise impact (x) current or future setoff and/or recoupment rights and/or the lien rights of the Surety or any party to whose rights the Surety has or may be subrogated; and/or (y) any existing or future subrogation or other common law rights of the Surety.

52. **NewGen, LLC Matters**. Nothing contained in this Order shall alter, modify, otherwise impact or be a finding with respect to the rights or defenses of NewGen, LLC, its affiliates, or any non-debtor joint venture entity that NewGen, LLC or its affiliates hold membership interests in (collectively, the "NewGen Parties") with respect to any cash or other

property (including the proceeds thereof) received by or held by the Debtors that is property of the NewGen Parties and not property of a Debtor's estate. Any and all rights and claims of the NewGen Parties and the Debtors with respect to such property are preserved and nothing in this Order shall prevent (a) the NewGen Parties from maintaining, asserting, or pursuing such rights or claims and (b) the Debtors from objecting to the NewGen Parties' maintaining, asserting, or pursuing such rights or claims.

53. **CNA Matters**. With respect to the following collateral, (i) a certain Letter of Credit held at Wells Fargo Bank, National Association, with identification number IS000405165U and in the amount of $7,500,000.00, (ii) a certain Letter of Credit held at Texas Capital Bank, with identification number LC 2804 and in the amount of $10,000,000.00, (iii) a restricted trust account held at Truist Bank with identification number 7992244 and in the amount of $30,055,465.47, and (iv) such other collateral which may have been pledged by Debtors in favor of Continental Casualty Company and/or The Continental Insurance Company and/or Transportation Insurance Company (together with all of their applicable affiliates, collectively, "CNA") from time to time and in which CNA possesses a first priority security interest or lien, as applicable (collectively, the "CNA Collateral"), nothing contained in this Final Order or the DIP Loan Documents shall (a) prime or otherwise affect the liens and security interests of CNA in the CNA Collateral that were validly existing and properly perfected as of the Petition Date, (b) modify or impair CNA's rights under its program agreements and applicable law, including without limitation the right to draw the CNA Collateral as and when permitted under the program agreements, as well as all applicable recoupment or setoff rights, claims, or defenses, in each case, to the extent such rights, claims, or defenses are available under applicable law or (c) affect, modify or impair the rights of the Debtors or any other parties in interest with respect to the foregoing. Without limiting the

generality of the foregoing, CNA's liens in the CNA Collateral are Permitted Liens, and the DIP Liens shall be subject to CNA's liens in the CNA Collateral.

54. **Third-Party Operator Matters**. With respect to facilities (the "Divested Facilities") that, in the months leading up to the Petition Date, the Debtors transferred to new operators (collectively, the "Third-Party Operators"), the Debtors are authorized and directed to remit (i) to the applicable Third-Party Operators any and all payments received on any accounts receivable received by the Debtors on and after July 9, 2025 and relating to accounts receivable due to the respective Third-Party Operator pursuant to the terms of the applicable operations transfer agreements ("Third-Party Operator Post-July 9 Receivables") and (ii) to the Prepetition ABL Agents any and all payments received on any accounts receivable received by the Debtors on and after July 9, 2025 and relating to accounts receivable due to the Debtors pursuant to the terms of the applicable operations transfer agreements ("Debtor Post-July 9 Receivables"). The Debtors are authorized and directed to cause all payments received on account of (x) Third-Party Operator Post-July 9 Receivables for services performed by a Third-Party Operator to be remitted to the Third-Party Operators pursuant to the terms of the applicable operations transfer agreements on a no less than twice monthly basis and (y) only after the payments on account of (x) are made and confirmed by the Third-Party Operator to be correct within two (2) business days of their receipt, the Debtor Post-July 9 Receivables to be remitted to the Prepetition ABL Agents pursuant to the terms of the this Final Order. For the avoidance of doubt, the Third-Party Operator Post-July 9 Receivables and the funds arising therefrom and received thereon are not property of the Debtors' estates, constitute the sole property of the applicable Third-Party Operators, and shall not be available for distributions to any creditor of the Debtors or any other person or party.

55. Within two (2) business days of the entry of this Final Order, the Debtors shall grant full and complete access to the Third-Party Operators to any portals (including insurance portals) or systems that were available to the Third-Party Operators prior to the Petition Date and which are reasonably necessary for the Third-Party Operators to review and determine all payments received on any accounts receivable after the applicable operations transfer dates of the applicable Divested Facility. Within ten (10) business days of the entry of this Final Order, the Debtors shall provide, to the Third-Party Operators and the Prepetition ABL Agents, a detailed accounting and calculation as to all payments received by the Debtors as to the Divested Facilities on any accounts receivable on and before July 8, 2025 ("Pre-July 8 Receivables"). The rights and claims of all parties, to the extent any such rights or claims exist under applicable law, are reserved with respect to the Pre-July 8 Receivables, the Third-Party Operator Post-July 9 Receivables, and the Debtor Post-July 9 Receivables, including, without limitation, claims against guarantors, indemnitors, directors, officers and the Prepetition ABL Secured Parties, and all rights and defenses thereto are equally reserved. On a monthly basis, on the fifth (5th) Business Day of each month, the Debtors shall provide to counsel to the Official Committee a list of all transfers of Third-Party Operator Post-July 9 Receivables to Third-Party Operators, including the identity of the recipient Third-Party Operator and its affiliation (if any) with the Debtors, DIP Lenders, or Prepetition Secured Parties, and the Prepetition ABL Agents and DIP Agents shall be provided a copy of any such list provided. Further, in the event of any conflict or inconsistency between or among the terms or provisions of this paragraph 55 and paragraph 54 of this Final Order and the final order on the *Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue to Operate Their Existing Cash Management System, (B) Maintain Existing Bank Accounts and Business Forms and Honor Certain Prepetition Obligations Related to the Use*

Thereof, (C) Maintain Purchasing Card Programs and Honor Prepetition Obligations Related Thereto, and (D) Continue to Perform Intercompany Transactions; (II) Extending the Time for the Debtors to Comply with 11 U.S.C. § 345(b) Deposit and Investment Requirements; and (III) Granting Related Relief [Docket No. 11] (the "Cash Management Order"), the terms and provisions of the Cash Management Order shall govern and control.

56. **CareSave Matters**. With respect to CareSave Technologies, Inc., a Delaware corporation ("CareSave"), nothing contained in this Final Order or the DIP Loan Documents shall (a) prime, affect, modify or impair any lien or security interest in favor of CareSave against the Debtors or any of their property, in each case, to the extent such liens and security interests, if any, were validly perfected under applicable law, (b) amend, affect, modify or impair the terms of, or rights and obligations under, the CareSave Intercreditor Agreement, or (c) affect, modify or impair the rights of the Debtors or any other parties in interest with respect to the foregoing.

57. **Target Building Construction Matter**. With respect to Target Building Construction, Inc., nothing contained in this Final Order or the DIP Loan Documents shall (a) prime, affect, modify or impair the Mechanics' Lien Claim filed on May 30, 2025 by Target Building Construction, Inc. in the Court of Common Pleas of Montgomery County, Pennsylvania, asserting a mechanic's lien claim against the property located at 3430 Huntington Pike, Huntington Valley, Pennsylvania, to the extent such mechanic's lien was validly perfected under applicable law or (b) affect, modify or impair the rights of the Debtors or any other parties in interest with respect to the foregoing.

.

END OF ORDER # #

Prepared and presented by:

/s/ *Marcus A. Helt*

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Proposed Counsel for the Debtors and Debtors-in-Possession

EXHIBIT 1

DIP Credit Agreement

Execution Copy

JUNIOR SECURED DEBTOR-IN-POSSESSION TERM LOAN AGREEMENT

among

GENESIS HEALTHCARE, INC.,
as Ultimate Parent, a Debtor and a Debtor-in-Possession under Chapter 11 of the Bankruptcy Code

FC-GEN OPERATIONS INVESTMENT, LLC,
as Borrower and LLC Parent, a Debtor and a Debtor-in-Possession under Chapter 11 of the Bankruptcy Code

GEN OPERATIONS I, LLC,
as Parent, a Debtor and a Debtor-in-Possession under Chapter 11 of the Bankruptcy Code

GEN OPERATIONS II, LLC,
as Holdings, a Debtor and a Debtor-in-Possession under Chapter 11 of the Bankruptcy Code

The Several Lenders from Time to Time Parties Hereto,

and

WELLTOWER OP LLC as Administrative Agent and Collateral Agent,

dated as of August 20, 2025

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JUNIOR SECURED DEBTOR-IN-POSSESSION TERM LOAN AGREEMENT (as modified from time to time in accordance with the terms hereof, the "**Agreement**"), dated as of August 20, 2025, among GENESIS HEALTHCARE, INC., a Delaware corporation, a debtor and a debtor-in-possession ("**Ultimate Parent**"), FC-GEN OPERATIONS INVESTMENT, LLC, a Delaware limited liability company, a debtor and a debtor-in-possession ("**LLC Parent**" or "**Borrower**"), GEN OPERATIONS I, LLC, a Delaware limited liability company, a debtor and a debtor-in-possession ("**Parent**"), GEN OPERATIONS II, LLC, a Delaware limited liability company, a debtor and a debtor-in-possession ("**Holdings**" and together with Ultimate Parent, Borrower, and Parent, the "**Parent Companies**" and each, a "**Parent Company**"), MARKGLEN, LLC, a West Virginia limited liability company (together with its successors and permitted assigns, "**Welltower Lender**"), OHI MEZZ LENDER, LLC, a Delaware limited liability company (together with its successors and permitted assigns, "**Omega Lender**"), CPE 88988 LLC, a Delaware limited liability company ("**WAX Lender**"), any other Lender from time to time party to this Agreement, and Welltower OP LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the "**Administrative Agent**") and collateral agent (in such capacity, together with its successors and permitted assigns, the "**Collateral Agent**").

W I T N E S S E T H:

WHEREAS, on July 9, 2025 (the "**Petition Date**"), the Parent Companies and certain Guarantors (together with certain of their Subsidiaries and Affiliates that are or become debtors under the Chapter 11 Cases, collectively, the "**Debtors**," and each individually, a "**Debtor**") commenced the chapter 11 cases, which have been administratively consolidated for procedural purposes only under Chapter 11 Case No. 25-80185 (collectively, the "**Chapter 11 Cases**" and each individually, a "**Chapter 11 Case**") in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "**Bankruptcy Court**"). The Debtors continue to operate their businesses and manage their properties as debtors and debtors-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, prior to the Petition Date, the Lenders (among other Lenders) provided financing to the Parent Companies pursuant to that certain Third Amended and Restated Term Loan Agreement, dated as of July 29, 2016 among the Parent Companies, the lenders party thereto from time to time (the "**Prepetition Lenders**") and Welltower OP LLC (formerly known as Welltower Inc.) ("**Welltower**") as the administrative agent and collateral agent (the "**Prepetition Agent**") (as amended by that certain Amendment No. 1 to Loan Agreement, dated as of December 22, 2016, as amended by that certain Amendment No. 2 and Waiver to Loan Agreement, dated as of May 5, 2017, as amended by that certain Amendment No. 3 to Loan Agreement, dated as of August 8, 2017, as amended by that certain Amendment No. 4 to Loan Agreement dated as of March 6, 2018, as amended by that certain Amendment No. 5 to Loan Agreement dated as of March 13, 2019, as amended by that certain Amendment No. 6 to Loan Agreement dated as of May 9, 2019, as amended by that certain Amendment No. 7 to Loan Agreement dated as of September 12, 2019, as amended by that certain Amendment No. 8 to Loan Agreement dated as of July 2, 2020, and as amended by that certain Amendment No. 9 to Loan Agreement dated as of November 8, 2020, as supplemented by that certain Waiver to Loan Agreement, dated as of March 2, 2021, as amended by that certain Amendment No. 10 to Loan Agreement and Amendment No. 1 to Security Agreement, dated as of April 21, 2021, as amended by that certain Amendment No.

11 to Loan Agreement, dated as of November 10, 2023, as amended by that certain Amendment No. 12 to Loan Agreement, dated as of February 27, 2024, as amended and restated by that certain Amendment No. 13 to Term Loan Agreement dated as of April 10, 2024, as amended by that certain Amendment No. 14 to Term Loan Agreement dated as of June 2, 2024, as amended by that certain Amendment No. 15 to Term Loan Agreement dated as of September 30, 2024 and as it may have been further supplemented or otherwise modified prior to the Petition Date, the "**Prepetition Term Loan Agreement**"; the Loan Documents, as defined therein, the "**Prepetition Loan Documents**");

WHEREAS, on the Petition Date, the Prepetition Lenders under the Prepetition Term Loan Agreement were owed an outstanding principal balance of Loans (as defined in the Prepetition Term Loan Agreement) plus interest, fees, costs and expenses and all other Obligations (as defined in the Prepetition Term Loan Agreement) under the Prepetition Term Loan Agreement;

WHEREAS, the Borrower has requested, and, upon the terms and subject to the conditions set forth in this Agreement, the Lenders have agreed to make available to the Borrower, a junior secured debtor-in-possession term loan credit facility in an aggregate principal amount of up to $30.0 million, consisting of a debtor-in-possession term loan facility, subject to certain conditions, pursuant to the DIP Orders, to, among other things, fund the general corporate purposes and working capital requirements of the Debtors during the pendency of the Chapter 11 Cases, as provided further herein;

WHEREAS, subject to the terms of this Agreement, the other Loan Documents and the DIP Orders, the Parent Companies and the other Loan Parties have agreed to secure all of their Obligations under the Loan Documents by granting to the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Parties, a security interest in and lien upon substantially all of their property, whether now existing or acquired after the date hereof, subject to exceptions specified herein, that certain Co-Lender Payment Subordination Agreement, dated as of September 30, 2024, among the Welltower Lender, the Omega Lender and each of the New Lenders (as defined therein) (the "**Subordination Agreement**") or in the other Loan Documents with such priority as provided for in the DIP Orders;

WHEREAS, the business of the Parent Companies and the other Loan Parties is a mutual and collective enterprise and the Parent Companies and the other Loan Parties believe that the loans and other financial accommodations to the Borrower under this Agreement will enhance the aggregate borrowing powers of the Borrower and facilitate the administration of the Chapter 11 Cases and their loan relationship with the Administrative Agent and the Lenders, all to the mutual advance of the Parent Companies and the other Loan Parties;

WHEREAS, each Parent Company and each other Loan Party acknowledges that it will receive substantial direct and indirect benefits by reason of the making of Loans and other financial accommodations to the Borrower as provided in this Agreement; and

WHEREAS, the Lenders' willingness to extend financial accommodations to the Borrower, and to administer the Parent Companies' and the other Loan Parties' collateral security therefor, on a combined basis as more fully set forth in this Agreement and the other Loan Documents, is done solely as an accommodation to the Parent Companies' and the other Loan

Parties' request and in furtherance of the Parent Companies' and the other Loan Parties' mutual and collective enterprise.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, the parties hereto hereby agree as follows:

SECTION 1 DEFINITIONS

1.1 Defined Terms. As used in this Agreement, the terms listed in this Section shall have the respective meanings set forth in this Section.

"**ABL Credit Agreement**": the Fifth Amended and Restated Credit Agreement, dated as of March 9, 2022, by and among, *inter alios*, Borrowers (as defined therein), the Guarantors (as defined therein), the lenders party thereto and White Oak Healthcare Finance LLC (as successor to MidCap Funding IV Trust), as administrative agent, as amended by that certain First Amendment to the Fifth Amended and Restated Credit Agreement dated as of April 18, 2022, the Second Amendment to the Fifth Amended and Restated Credit Agreement, dated as of September 1, 2022, the Third Amendment to the Fifth Amended and Restated Credit Agreement, dated as October 31, 2022 the Fourth Amendment to the Fifth Amended and Restated Credit Agreement, dated as of November 30, 2022, the Fifth Amendment to the Fifth Amended and Restated Credit Agreement, dated as of January 3, 2023, the Sixth Amendment to the Fifth Amended and Restated Credit Agreement, dated as of April 4, 2023, the Seventh Amendment to the Fifth Amended and Restated Credit Agreement, dated as of July 21, 2023, the Eighth Amendment to the Fifth Amended and Restated Credit Agreement, dated as of September 21, 2023, the Ninth Amendment to the Fifth Amended and Restated Credit Agreement, dated as of November 16, 2023, the Tenth Amendment to the Fifth Amended and Restated Credit Agreement, dated as of March 5, 2024, the Eleventh Amendment to the Fifth Amended and Restated Credit Agreement, dated as of April 10, 2024, the Twelfth Amendment to the Fifth Amended and Restated Credit Agreement, dated as of October 14, 2024, the Thirteenth Amendment to the Fifth Amended and Restated Credit Agreement, dated as of November 19, 2024, and the Fourteenth Amendment to the Fifth Amended and Restated Credit Agreement, dated as of February 26, 2025, and as may be further amended, restated, amended and restated, supplemented, or otherwise modified.

"**ABL Facility**": each of the asset-based revolving credit facilities incurred pursuant to the ABL Loan Documents.

"**ABL Loan Documents**": has the meaning assigned to the term "Loan Documents" in the ABL Credit Agreement.

"**ABL Priority Collateral**": as defined in the Intercreditor Agreement.

"**Accounting Changes**": as defined in Section 10.16.

"**Acquired Entity or Business**": as defined in the definition of "Consolidated EBITDA".

"**Actual Cash Receipts**" means the Loan Parties' actual weekly cash receipts on a line-by-line and aggregate basis during the applicable Variance Testing Period.

"**Actual Disbursement Amounts**" means the actual weekly disbursements, (including ordinary course operating expenses, capital expenditures and bankruptcy related expected but excluding professional fees and expenses and any costs or cash collateralization associated surety bonds), made by the Loan Parties on a line-by-line and aggregate basis during the applicable Variance Testing Period.

"**Administrative Agent**": as defined in the preamble hereto.

"**Affected Financial Institution**": (a) any EEA Financial Institution or (b) any UK Financial Institution.

"**Affiliate**": as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person; provided that no Secured Party shall be an Affiliate of any Loan Party, nor shall any Loan Party be an Affiliate of any Secured Party. For purposes of this definition, "control" of a Person means (i) the power, directly or indirectly to direct or cause the direction of the management and policies of such Person, in either case whether by contract or otherwise or (ii) beneficial ownership of 10% or more of the Voting Stock of such Person.

"**Agent-Related Persons**": each Agent, together with its Related Parties.

"**Agents**": the collective reference to the Collateral Agent and the Administrative Agent and their respective successors and assigns pursuant to Section 9.1.

"**Agreement**": this Junior Secured Debtor-in-Possession Term Loan Agreement.

"**Ancillary Company**": each Subsidiary that is listed on Schedule 1.1D, any Ancillary Company Successor and any other Subsidiary that Borrower designates, with the consent of the Administrative Agent, as an Ancillary Company after the Closing Date.

"**Ancillary Company Equity Holder**": each Subsidiary that is listed on Schedule 1.1E and at any time following the Closing Date, any Person (whether existing as of the Closing Date or created or acquired thereafter) that directly holds any equity interest in an Ancillary Company (excluding Welltower Lender and any of its Affiliates).

"**Ancillary Company Provisions**": the covenants and other provisions of the Loan Documents applicable to the Ancillary Companies, the Ancillary Company Equity Holders, the Ancillary Company Successors and the Ancillary Parent Companies, including without limitation Sections 6.16 and 7.17 hereof.

"**Ancillary Company Successor**": (i) any surviving Person from a merger, amalgamation, liquidation or consolidation of an Ancillary Company pursuant to Section 7.5(a)(i) and (ii) any Subsidiary of the Borrower to whom an Ancillary Company has transferred material assets.

"**Ancillary Parent Company**": the direct and indirect owners of the Capital Stock of any Ancillary Companies as of the date hereof, and at any time hereafter, any Person (whether now existing or hereafter created or acquired) that is an Affiliate of Borrower that directly or indirectly owns any Capital Stock of any Ancillary Company; provided that in no event shall (i) the Borrower

or any of the owners of its Capital Stock, or (ii) Welltower or any of its Affiliates, be deemed an Ancillary Parent Company.

"**Approved DIP Budget**": the then most current budget prepared by the Borrower and currently in effect in accordance with Section 5.6. As of the Closing Date, the Approved DIP Budget is attached hereto as Exhibit G.

"**Approved DIP Budget Variance Report**": a report provided by the Borrower to the Administrative Agent and each of the Lenders showing, in each case, on a line item by line item and cumulative basis, the Actual Cash Receipts and the Actual Disbursement Amounts for the Variance Testing Period then most recently ended, noting therein (i) all variances, on a line item by line item basis and a cumulative basis, from the Budgeted Cash Receipts and the Budgeted Disbursement Amounts for such period as set forth in the Approved DIP Budget as in effect for such period, (ii) containing an indication as to whether each variance is temporary or permanent and an analysis of and explanations for all material variances, (iii) certifying compliance or non-compliance with the Permitted Variances, and (iv) including explanations for all violations, if any, of such covenant and if any such violation exists, setting forth the actions which the Loan Parties have taken or intend to take with respect thereto.

"**Approved Fund**": as defined in Section 10.6(b).

"**Asset Sale**": the sale, transfer or other Disposition (by way of merger, casualty, condemnation or otherwise) by Ultimate Parent or any of the Restricted Subsidiaries to any Person other than Ultimate Parent, the Borrower or any Subsidiary Guarantor of (a) any Capital Stock of any of the Subsidiaries (other than (i) directors' qualifying shares and (ii) Capital Stock of Ultimate Parent, the Borrower and any direct or indirect parent of the Borrower), (b) any of the CareerStaff Pledged Shares, or (c) any other assets of Ultimate Parent or any of the Restricted Subsidiaries, other than (i) inventory, damaged, no longer useful or needed, obsolete or worn out assets, scrap, cash and Cash Equivalents, in each case Disposed of in the ordinary course of business, (ii) Dispositions between or among Foreign Subsidiaries, (iii) Dispositions of property to the extent that (A) such property is exchanged for credit against the purchase price of similar replacement property or (B) the proceeds of such Disposition are applied to the purchase price of such replacement property (which replacement property is actually promptly purchased), (iv) leases, subleases, licenses or sublicenses (including the provision of software under an open source license), in each case in the ordinary course of business and which do not materially interfere with the business of Ultimate Parent and the Restricted Subsidiaries, taken as a whole, (v) Dispositions of accounts receivable in connection with the collection or compromise thereof in the ordinary course of business, (vi) Dispositions of Investments in joint ventures to the extent required by, or made pursuant to customary buy/sell arrangements between, the joint venture parties set forth in joint venture arrangements and similar binding arrangements (other than any such Dispositions involving any joint venture to which an Ancillary Company, Ancillary Company Equity Holder or Ancillary Company Parent Company is a party, in which case such Dispositions shall constitute Asset Sales hereunder), (vii) Dispositions permitted by Section 7.4 and Section 7.6 and Liens permitted by Section 7.2, (viii) the unwinding of any Hedge Agreement, (viii) any sale, transfer or other Disposition or series of related sales, transfers or other Dispositions having a value not in excess of $100,000 in the aggregate for all such Dispositions, (ix) the assignment, cancellation, abandonment or other disposition of Intellectual Property that is, in the reasonable

judgment of Ultimate Parent, no longer economically practicable to maintain or useful in the conduct of the business of Ultimate Parent and the Restricted Subsidiaries taken as a whole, and (x) Dispositions of licenses in connection with the implementation of a UPL Program; provided that the issuance of any Capital Stock by any Parent Company (but not the sale or other Disposition of Capital Stock by a holder thereof) shall not be deemed an Asset Sale hereunder.

"**Asset Sale Paydown**": as defined in Section 2.8(c).

"**Assignee**": as defined in Section 10.6(b).

"**Assignment and Assumption**": an Assignment and Assumption, in form and substance reasonably acceptable to the Required Lenders.

"**Audited Financial Statements**": Ultimate Parent's audited Consolidated balance sheet as of December 31, 2024 and the related Consolidated statements of income or operations, shareholders' equity and cash flows, including the notes thereto, each for the three fiscal years ended December 31, 2022, December 31, 2023 and December 31, 2024.

"**Availability Period**": the period from the Closing Date to the Maturity Date.

"**Bail-In Action**": the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"**Bail-In Legislation**": with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

"**Bankruptcy Code**": the Federal Bankruptcy Reform Act of 1978 (11 U.S.C. § 101, *et seq.*), as amended and in effect from time to time and the regulations issued from time to time thereunder.

"**Bankruptcy Court**": as defined in the recitals to this Agreement.

"**Bankruptcy Transactions**": collectively, (a) the Chapter 11 Cases; (b) the execution and delivery of the Loan Documents and the incurrence of the obligations thereunder, including the creation of the Liens pursuant to the DIP Orders, and (c) the payment of all fees and expenses to be paid in connection with the foregoing.

"**Benefit Plan**": any employee benefit plan as defined in Section 3(3) of ERISA (whether governed by the laws of the United States or otherwise), other than a Foreign Pension Plan or Multiemployer Plan, to which any Loan Party incurs or otherwise has any obligation or liability, contingent or otherwise.

"**Benefited Lender**": as defined in Section 10.7(a).

"**Board**": the Board of Governors of the Federal Reserve System of the United States (or any successor).

"**Borrower**": as defined in the preamble hereto.

"**Borrowing Date**": any Business Day specified by Borrower as a date on which Borrower requests the relevant Lenders to make Loans hereunder.

"**Budgeted Cash Receipts**": the Loan Parties' weekly projected cash receipts on a line-by-line and aggregate basis during the applicable Variance Testing Period as set forth in the Approved DIP Budget.

"**Budgeted Disbursement Amounts**": the weekly projected disbursements (including ordinary course operating expenses, capital expenditures and bankruptcy related expenses), to be made by the Loan Parties on a line-by-line and aggregate basis during the applicable Variance Testing Period as set forth in the Approved DIP Budget.

"**Budgeted Liquidity**" means the weekly projected Liquidity of the Loan Parties on a line-by-line and aggregate basis during the applicable Variance Testing Period as set forth in the Approved DIP Budget.

"**Business**": the business and any services, activities or businesses incidental or directly related or similar or complementary to any business or line of business engaged in by Ultimate Parent or the Restricted Subsidiaries as of the Closing Date or any business or business activity that is a reasonable extension, development or expansion thereof or ancillary thereto.

"**Business Day**": a day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to close.

"**Capital Expenditures**": for any period, the additions to property, plant and equipment and other capital expenditures of Ultimate Parent and the Restricted Subsidiaries that are (or should be) set forth in a Consolidated statement of cash flows of Ultimate Parent for such period prepared in accordance with GAAP, but excluding (i) any such expenditure made to restore, replace or rebuild property to the condition of such property immediately prior to any damage, loss, destruction or condemnation of such property, to the extent such expenditure is made with insurance proceeds, condemnation awards or damage recovery proceeds relating to any such damage, loss, destruction or condemnation, (ii) any such expenditure to the extent that proceeds of Asset Sales, debt financings or lease financings are used to make such expenditure, (iii) the purchase price of assets purchased during such period to the extent the consideration therefor consists of any combination of (A) assets traded in at the time of such purchase and (B) the proceeds of a concurrent sale of assets, in each case in the ordinary course of business, (iv) expenditures which constitute consideration paid in respect of Investments permitted under Section 7.4 (other than Investments permitted under Section 7.4(j)), (v) any such expenditures made with the proceeds of any Indebtedness permitted under this Agreement, (vi) expenditures constituting interest capitalized during such period, and (vii) expenditures that are accounted for as capital expenditures of such Person and that actually are paid for by a third party and for which no Loan Party has provided or is required to provide or incur, directly or indirectly, any consideration or obligation to such third party or any other person.

"**Capital Lease Obligations**": as to any Person, the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or

tangible personal property, or a combination thereof, to the extent such obligations are required to be classified and accounted for as capital leases or similar lease financing obligations on a balance sheet of such Person under GAAP and, for the purposes of this Agreement, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with GAAP; provided that, notwithstanding the foregoing, all obligations of any Person that are or would have been treated as operating leases for purposes of GAAP prior to the issuance by the Financial Accounting Standards Board on February 25, 2016 of an Accounting Standards Update (the "**ASU**") shall continue to be accounted for as operating leases for purposes of all financial definitions and calculations for purpose of this Agreement (whether or not such operating lease obligations were in effect on such date) notwithstanding the fact that such obligations are required in accordance with the ASU (on a prospective or retroactive basis or otherwise) to be treated as Capital Lease Obligations in the financial statements to be delivered pursuant to Section 5.1.

"**Capital Stock**": any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, and any and all equivalent ownership interests in a Person (other than a corporation) and any and all warrants, rights or options to purchase any of the foregoing, but excluding Indebtedness convertible or exchangeable into Capital Stock.

"**CapOne Letter of Credit Facility**": that certain letter of credit facility entered into on or about March 6, 2018 by Capital One, National Association ("**CapOne**"), as the issuing bank, and Ultimate Parent and one or more additional Loan Parties, as the applicants, whereby CapOne will issue letters of credit for the account of one or more Loan Parties from time to time, as such letter of credit facility may be amended, restated, replaced, refinanced, extended, renewed or otherwise modified from time to time with one or more issuers in whole or in part.

"**CareerStaff**": CareerStaff Unlimited, LLC, a Delaware limited liability company.

"**CareerStaff CareSave/Welltower Pledged Shares**" means those certain Seventy-One Thousand and Seven (71,007) Company Class B Units in CareerStaff held by Genesis Holdings, as of April 10, 2024, together with any equity interests in CareSave issued in substitution for, in exchange for, or in respect of such Class B Units, in which Genesis Holdings has granted to each of Administrative Agent and CareSave a perfected lien subject to the priorities set forth in the CareSave Intercreditor Agreement.

"**CareerStaff Pledged Shares**" means, collectively, the CareerStaff CareSave/Welltower Pledged Shares and the CareerStaff Welltower Pledged Shares.

"**CareerStaff Securities Purchase Agreement**": that certain Securities Purchase Agreement dated as of April 10, 2024 by and among CareSave, CareerStaff, Ultimate Parent, Genesis Holdings, and Genesis Partnership, as in effect on April 10, 2024.

"**CareerStaff Securities Purchase Agreement Related Document**": the CareerStaff Securities Purchase Agreement and any agreement or instrument delivered pursuant to, or relating, thereto, including without limitation the Ancillary Agreements (as defined in the CareerStaff Securities Purchase Agreement).

"**CareerStaff Welltower Pledged Shares**" means those certain Twenty One Thousand Six Hundred and Seventy (21,670) Company Class B Units in CareerStaff held by Genesis Holdings as of April 10, 2024, together with any equity interests in CareSave issued in substitution for, in exchange for, or in respect of such Class B Units in which Genesis Holdings has granted a perfected lien to Administrative Agent for the benefit of the Lenders pursuant to the Security Documents.

"**CareSave**": CareSave Technologies, Inc., a Delaware corporation.

"**CareSave Intercreditor Agreement**": that certain Intercreditor Agreement dated as of April 10, 2024 between the Administrative Agent and CareSave with respect to lien priority relating to the CareerStaff CareSave/Welltower Pledged Shares.

"**CareSave Pledge Agreement**": that certain Pledge Agreement (as defined in the CareerStaff Securities Purchase Agreement) as in effect on April 10, 2024.

"**Carve-Out**": as defined in the DIP Orders.

"**Cash Collateral**": as defined in the DIP Orders.

"**Cash Equivalents**": (a) any readily-marketable securities (i) issued by, or directly, unconditionally and fully guaranteed or insured by the United States federal government or (ii) issued by any agency or instrumentality of the United States federal government the obligations of which are fully backed by the full faith and credit of the United States federal government, (b) any readily-marketable direct obligations issued by any other agency of the United States federal government, any state of the United States or any political subdivision of any such state or any public instrumentality thereof, in each case having a rating of at least "A-2" from S&P or at least "P-2" from Moody's, (c) any commercial paper rated at least "A-2" by S&P or "P-2" by Moody's and issued by any Person organized under the laws of any state of the United States, (d) any Dollar-denominated time deposit, insured certificate of deposit, overnight bank deposit or bankers' acceptance issued or accepted by (i) any Lender or (ii) any commercial bank that is (A) organized under the laws of the United States, any state thereof or the District of Columbia, (B) "adequately capitalized" (as defined in the regulations of its primary federal banking regulators) and (C) has Tier 1 capital (as defined in such regulations) in excess of $250,000,000 and (e) shares of any United States money market fund that (i) has substantially all of its assets invested continuously in the types of investments referred to in clause (a), (b), (c) or (d) above with maturities as set forth in the proviso below, (ii) has net assets in excess of $500,000,000 and (iii) has obtained from either S&P or Moody's the highest rating obtainable for money market funds in the United States; provided, however, that the maturities of all obligations specified in any of clauses (a), (b), (c) and (d) above shall not exceed 365 days.

"**Change of Control**": (i) Ultimate Parent shall cease to own directly or indirectly (x) together with Pinta, no less than 50% of the Capital Stock of LLC Parent; (y) 100% of the Capital Stock of any other of the managing members of LLC Parent or (z) 100% of the Capital Stock of SGH Partnership, LLC or Genesis Partnership (except, in each case, to the extent expressly permitted by Section 7.5(a)(i)(A)), (ii) except to the extent expressly permitted by Section 7.5(a)(i)(D), Ultimate Parent and LLC Parent shall cease to own, directly or indirectly,

100% of the Capital Stock of GHLLC, Parent, Holdings, Skilled Holdings or Genesis Holdings; (iii) Holdings (or, if Holdings is no longer in existence in accordance with Section 7.5(a)(i)(D), Parent or LLC Parent) shall cease to own, directly or indirectly, 100% of the Capital Stock of GHLLC and Skilled Holdings; (iv) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act, but excluding any employee benefit plan of such person and its subsidiaries and any person acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan), other than the Permitted Investors is or becomes the beneficial owner, directly or indirectly, of more than 35% of the Voting Stock of Ultimate Parent and such person or group is or becomes, directly or indirectly, the beneficial owner of a greater percentage of the Voting Stock of Ultimate Parent than the percentage of outstanding Voting Stock of Ultimate Parent owned by the Permitted Investors or (v) a "change of control" or similar concept under the Prepetition Term Loan Agreement, ABL Loan Documents or any Material Master Leases shall have occurred.

"**Chapter 11 Cases**": as defined in the recitals to this Agreement.

"**Closing Date**": July 11, 2025.

"**Code**": the Internal Revenue Code of 1986, as amended from time to time.

"**Collateral**": has the meaning assigned to the term "DIP Collateral" in the DIP Orders.

"**Collateral Agent**": as defined in the preamble hereto.

"**Commitment**": as to any Lender, the obligation of such Lender, if any, to make a Loan to Borrower under this Agreement in a principal amount not to exceed the amount set forth opposite such Lender's name on Appendix A. The aggregate amount of Commitments as of the Closing Date is $30,000,000.

"**Compliance Certificate**": a certificate duly executed by a Responsible Officer substantially in form and substance reasonably acceptable to the Required Lenders.

"**Confidential Information**": as defined in Section 10.14.

"**Consolidated**": with respect to Ultimate Parent and its Subsidiaries, consolidated in accordance with GAAP, excluding the revenues, expenses, assets and liabilities of variable interest entities having Indebtedness that is non-recourse to Ultimate Parent and its Subsidiaries.

"**Consolidated EBITDA**": for any period, Consolidated Net Income for such period plus without duplication and to the extent deducted in determining such Consolidated Net Income, the sum of (i) Consolidated Interest Expense for such period, plus (ii) Consolidated income tax expense for such period, plus (iii) all amounts attributable to the amount of the provision for depreciation and amortization; plus (iv) the amount of any non-cash charges (other than those related to bad debts), plus (v) the amount of any loss from unusual or extraordinary items in excess of $100,000, including any related management incentive or stay-pay plans in place as of the Closing Date, any restructuring charges and any other non-recurring loss not to exceed $20,000,000 in the aggregate for this clause (v) for any period, plus (vi) costs, fees and expenses for such period paid in connection with the Bankruptcy Transactions, plus (vii) any non-recurring

fees, costs or expenses for such period incurred in connection with any Investment, Disposition, incurrence of (or amendments or modifications to) Indebtedness, issuance of Capital Stock or entry into new (or amendments or modifications to) Material Master Leases, in each case, permitted under this Agreement (in each case, including any such transaction undertaken but not completed); provided that the costs, fees and expenses added pursuant to clause (vi) and this clause (vii), in the aggregate, shall not exceed 20% of Consolidated EBITDA in any period, plus (viii) the amount of cost savings and acquisition synergies projected by Ultimate Parent in good faith to be realized within (x) 15 months of the date such actions are first taken in connection with the Bankruptcy Transactions or (y) 12 months of the date such actions are first taken in connection with any other acquisition or Disposition or restructuring of the business by the Parent Companies, Borrower or any Restricted Subsidiary, in each case, calculated on a Pro Forma Basis as though such cost savings or acquisition synergies had been realized on the first day of such period, net of the amount of actual benefits realized during such period that are otherwise included in the calculation of Consolidated EBITDA from such actions; provided that (A) such cost savings and acquisition synergies are reasonably identifiable and factually supportable, and (B) the aggregate amount of cost savings and acquisition synergies added pursuant to this clause (viii) shall not exceed (x) $50,000,000 in the aggregate (and in no event shall the total amount of all cost savings and acquisition synergies with respect to the Bankruptcy Transactions exceed $50,000,000), in the case of net cost savings and acquisition synergies with respect to the Bankruptcy Transactions; and (y) 15% of Consolidated EBITDA in any period, otherwise, plus (ix) [reserved], plus (x) [reserved], plus (xi) [reserved], minus (xii) the amount of any cash or non-cash unusual or extraordinary gains that are in excess of $100,000 and any other non-recurring gains. Any non-cash expenses related to the management incentive or stay-pay plans in place as of the Closing Date will be included in clause (v) above. In addition, (A) there shall be included on a Pro Forma Basis in determining Consolidated EBITDA for any period, without duplication, acquired EBITDA of any Person, business or other property acquired by Ultimate Parent or any of the Restricted Subsidiaries during such period (but not the acquired EBITDA of any related Person or business to the extent not so acquired) in accordance with the terms of this Agreement, to the extent not subsequently sold, transferred or otherwise Disposed of by Ultimate Parent or such Restricted Subsidiary during such period (each such Person or business acquired and not subsequently so Disposed of, an "**Acquired Entity or Business**"), based on the actual acquired EBITDA of such Acquired Entity or Business for such period (including the portion thereof occurring prior to such acquisition); (B) there shall be excluded on a Pro Forma Basis in determining Consolidated EBITDA for any period the Disposed EBITDA of any Person, property, business transferred or otherwise Disposed of, closed or classified as discontinued operations as classified under GAAP by Ultimate Parent or any of the Restricted Subsidiaries during such period (each such Person, property, business so sold or Disposed of, a "**Sold Entity or Business**"), based on the actual Disposed EBITDA of such Sold Entity or Business for such period (including the portion thereof occurring prior to such sale, transfer or Disposition); and (C) there shall be excluded on a Pro Forma Basis in determining Consolidated EBITDA for any period the Consolidated EBITDA of any newly constructed healthcare facilities for the twelve month period following receipt of a certificate of occupancy for such properties, in an aggregate amount not exceeding $5,000,000 in any four fiscal quarter period.

"**Consolidated EBITDAR**": for any period, Consolidated EBITDA for such period plus, to the extent deducted in determining Consolidated EBITDA for such period, Consolidated Rental Expense.

"**Consolidated Interest Expense**": for any period, the sum of (a) the interest expense (including imputed interest expense in respect of Capital Lease Obligations (other than Real Property Financing Obligations)) of the Parent Companies, Borrower and the Restricted Subsidiaries for such period, determined on a Consolidated basis in accordance with GAAP, plus (b) any interest accrued during such period in respect of Indebtedness of the Parent Companies, Borrower or any Restricted Subsidiary that is required to be capitalized rather than included in Consolidated Interest Expense for such period in accordance with GAAP; provided that Consolidated Interest Expense for any period ending on any day prior to the first anniversary of the Closing Date shall be deemed equal to the product of (i) Consolidated Interest Expense computed in accordance with the requirements of this definition for the period from and including the Closing Date to and including such day by (ii) a fraction, the numerator of which is the number of days from and including the Closing Date to and including such day and the denominator of which is 365.

"**Consolidated Net Income**": for any period, the net income or loss of the Parent Companies, Borrower and the Restricted Subsidiaries for such period determined on a Consolidated basis in accordance with GAAP; provided that there shall be excluded, without duplication, (a) the income of any Restricted Subsidiary to the extent that the declaration or payment of dividends or similar distributions by such Restricted Subsidiary of that income is not at the time permitted by operation of the terms of its charter or any agreement, instrument, judgment, decree, statute, rule or governmental regulation applicable to such Restricted Subsidiary, (b) the income or loss of any Person accrued prior to the date it becomes a Restricted Subsidiary or is merged into or consolidated with Ultimate Parent or any Restricted Subsidiary or the date that such Person's assets are acquired by Ultimate Parent or any Restricted Subsidiary, (c) any gains or losses attributable to sales of assets outside of the ordinary course of business, (d) earnings (or losses) resulting from any reappraisal, revaluation or write-up (or write-down) of assets (other than current assets); (e) unrealized gains and losses with respect to Hedge Agreements or other derivative instruments for such period and (f) any gains or losses relating to discontinued operations; provided further that the net income of any person in which any other person (other than Ultimate Parent or a Wholly-Owned Restricted Subsidiary or any director or foreign national holding qualifying shares in accordance with applicable law) has a joint interest shall be included in Consolidated Net Income only to the extent of the percentage interest of such person owned by the Parent Companies, Borrower and the Restricted Subsidiaries. In addition, to the extent not already included in Consolidated Net Income, notwithstanding anything to the contrary in the foregoing, Consolidated Net Income shall include (i) any expenses and charges that are reimbursed by indemnification or other reimbursement provisions in connection with any Investment or any Asset Sale permitted hereunder and (ii) to the extent covered by insurance and actually reimbursed, expenses with respect to liability or casualty events or business interruption.

"**Consolidated Rental Expense**": for any period, the total cash rental expense for operating leases and Real Property Financing Obligations (including the imputed interest expense with respect thereto) of the Parent Companies, Borrower and the Restricted Subsidiaries (regardless of the accounting treatment thereof), determined on a Consolidated basis for such period and adjusted, for avoidance of doubt, to exclude the non-cash impact resulting from the straight-lining of rents; provided that Consolidated Rental Expense shall be reduced by any rental income.

"**Contractual Obligation**": as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its Property is bound.

"**Debtor**": as defined in the recitals to this Agreement.

"**Debtor Relief Laws**": the Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"**Default**": any of the events specified in Section 8, whether or not any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

"**Defaulting Lender**": any Lender whose acts or failure to act, whether directly or indirectly, constitutes a Lender Default.

"**Designated Jurisdiction**": any country or territory to the extent that such country or territory itself is the subject of any Sanction.

"**DIP Orders**": collectively, the Interim DIP Order and the Final DIP Order and any other Bankruptcy Court order approving entry into the Loan Documents and authorizing the Debtors' use of cash collateral.

"**Disposed EBITDA**": with respect to any Sold Entity or Business or property for any period, the amount for such period of Consolidated EBITDA of such Sold Entity or Business or property (determined as if references to the Parent Companies, Borrower and the Restricted Subsidiaries in the definition of Consolidated EBITDA were references to such Sold Entity or Business and their Subsidiaries or such property), all as determined on a consolidated basis for such Sold Entity or Business or property.

"**Disposition**": with respect to any Property, any sale, sale and leaseback, assignment, conveyance, transfer or other effectively complete disposition thereof (including to dispose of any property, business or asset to a Divided LLC pursuant to an LLC Division). The terms "**Dispose**" and "**Disposed of**" shall have correlative meanings.

"**Disqualified Capital Stock**": any Capital Stock that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, (a) matures (excluding any maturity as the result of an optional redemption by the issuer thereof) or is mandatorily redeemable (other than solely for Qualified Capital Stock), pursuant to a sinking fund obligation or otherwise (except as the result of a Change of Control or asset sale so long as any rights of the holders thereof upon the occurrence of a Change of Control or asset sale event shall be subject to the prior repayment in full of the Loans and all Obligations that are accrued and payable), or is redeemable at the option of the holder thereof, in whole or in part (other than solely for Qualified Capital Stock), or requires the payment of any cash dividend or any other scheduled payment constituting a return of capital, in each case at any time on or prior to the date that is 91 days after the Maturity Date, or (b) is convertible into or exchangeable (unless at the sole option of the issuer thereof) for (i) debt securities or (ii) any Capital Stock referred to in clause

(a) above, in each case at any time prior to the date that is 91 days after the Maturity Date; provided that if such Capital Stock is issued to any plan for the benefit of employees of the Parent Companies, Borrower, or the Restricted Subsidiaries or by any such plan to such employees, such Capital Stock shall not constitute Disqualified Capital Stock solely because it may be required to be repurchased by the Parent Companies, Borrower, or the Restricted Subsidiaries in order to satisfy applicable statutory or regulatory obligations; provided further that any Capital Stock held by any present or former officers, consultants, directors or employees (and their spouses, former spouses, heirs, estates and assigns) of the Parent Companies, Borrower or any Restricted Subsidiary upon the death, disability, engaging in competitive activity or termination of employment of such officer, director, consultant or employee or pursuant to any equity subscription, shareholder, employment or other agreement shall not constitute Disqualified Capital Stock solely because it may be required to be repurchased by the Parent Companies, Borrower or the Restricted Subsidiaries.

"**Divided LLC**" shall mean any limited liability company which has been formed upon the consummation of an LLC Division.

"**Dollars**" and "**$**": dollars in lawful currency of the United States.

"**Domestic Subsidiary**": any direct or indirect Subsidiary incorporated in or organized under the laws of any jurisdiction within the United States.

"**Dynasty Intercreditor Agreement**": that certain Intercreditor Agreement, dated as of December 23, 2016 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time), by and among White Oak Healthcare Finance LLC (as successor to MidCap Funding IV Trust), the Prepetition Agent, the Landlords under the Dynasty Lease, and certain of the Loan Parties party to the Dynasty Lease (or, in each case, their predecessors in interest).

"**Dynasty Lease**": that certain Master Lease Agreement, dated as of December 23, 2016 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, together with all other agreements, documents, and instruments executed and/or delivered with, to or in favor of the "Landlords" thereunder or their Affiliates, including, without limitation, all security agreements, notes, guarantees (including that certain Unconditional and Continuing Guaranty and Indemnification Agreement, dated as of December 23, 2016, by and among certain of the Loan Parties and the parties identified as "Beneficiaries" thereunder (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time)), mortgages, Uniform Commercial Code financing statements, documents, and instruments, including any fee letters, executed and/or delivered in connection therewith or related thereto) by and among Genesis Dynasty Operations, LLC, as Master Tenant, and the "Landlords" thereunder.

"**EEA Financial Institution**": (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"**EEA Member Country**": any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"**EEA Resolution Authority**": any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"**Eligible Assignee**": (a) any Lender, any Affiliate of a Lender and any Approved Fund, and (b) any commercial bank, insurance company, investment or mutual fund or other entity (other than a natural person or a Defaulting Lender) that is an "accredited investor" (as defined in Regulation D under the Securities Act) and that extends credit or buys loans in the ordinary course; provided that none of the Parent Companies, Borrower, their Subsidiaries, Permitted Investors or any other equity holder of a Parent Company or an Affiliate of a Permitted Investor or such equity holder shall be an Eligible Assignee (other than, in each case, Welltower).

"**Environmental Claims**": any and all actions, suits, orders, decrees, demands, demand letters, claims, liens, notices of noncompliance, violation or potential responsibility or investigation (other than internal reports prepared by the Parent Companies, Borrower or any of their Subsidiaries (a) in the ordinary course of such Person's business or (b) as required in connection with a financing transaction or an acquisition or Disposition of real estate) or proceedings pursuant to or in connection with any Environmental Law or any permit issued, or any approval given, under any such Environmental Law (hereinafter, "**Claims**"), including, without limitation, (i) any and all Claims by governmental or regulatory authorities for enforcement, cleanup, removal, response, remedial or other actions or damages pursuant to any applicable Environmental Law, (ii) any and all Claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief relating to the presence, release or threatened release of Hazardous Materials or arising from alleged injury or threat of injury to health or safety (to the extent relating to human exposure to Hazardous Materials) or the environment including, without limitation, ambient air, surface water, groundwater, land surface and subsurface strata and natural resources such as wetlands, and (iii) any and all Claims by any third party regarding environmental liabilities or obligations assumed or assigned by contract or operation of law.

"**Environmental Laws**": any applicable Federal, state, foreign or local statute, law, rule, regulation, ordinance, code and rule of common law now or hereafter in effect and in each case as amended, and any binding judicial or administrative interpretation thereof, including any binding judicial or administrative order, consent decree or judgment, relating to pollution, the protection of the environment, including, without limitation, ambient air, surface water, groundwater, land surface and subsurface strata and natural resources such as wetlands, or human health or safety (to the extent relating to human exposure to Hazardous Materials).

"**Environmental Liabilities**": all Liabilities (including costs of Remedial Actions, natural resource damages and costs and expenses of investigation and feasibility studies) that may be imposed on, incurred by or asserted against any Loan Party as a result of, or related to, any Environmental Claim and resulting from the ownership, lease, sublease or other operation or occupation of property by any Loan Party, whether on, prior or after the Closing Date.

"**Equity Issuance**": the issuance of any Capital Stock by Ultimate Parent, other than any Excluded Prepayment Equity Issuance. The term "Equity Issuance" shall not be deemed to include any Asset Sale.

"**ERISA**": the Employee Retirement Income Security Act of 1974, as amended from time to time.

"**ERISA Affiliate**": collectively, any Loan Party, and any Person under common control, or treated as a single employer, with any Loan Party, within the meaning of Section 414(b), (c), (m) or (o) of the Code.

"**ERISA Event**": any of the following: (a) a reportable event described in Section 4043(b) of ERISA or Section 4043(c) with respect to a Title IV Plan, other than an event for which the notice requirement has been duly waived under the applicable regulations, (b) the withdrawal of any ERISA Affiliate from a Title IV Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer, as defined in Section 4001(a)(2) of ERISA, (c) the complete or partial withdrawal of any ERISA Affiliate from any Multiemployer Plan, (d) with respect to any Multiemployer Plan, the filing of a notice of insolvency or termination (or treatment of a plan amendment as termination) under Section 4041A of ERISA, (e) the filing of a notice of intent to terminate a Title IV Plan (or treatment of a plan amendment as termination) under Section 4041 of ERISA, (f) the institution of proceedings to terminate a Title IV Plan or Multiemployer Plan by the PBGC, (g) the failure to make any required contribution to any Title IV Plan or Multiemployer Plan when due, (h) the imposition of a lien under Section 412 of the Code or Section 302 or 4068 of ERISA on any property (or rights to property, whether real or personal) of any ERISA Affiliate, (i) the failure of a Multiemployer Plan, Benefit Plan or any trust thereunder intended to qualify for tax exempt status under Section 401 or 501 of the Code or other Requirements of Law to qualify thereunder, (j) any other event or condition that might reasonably be expected to constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Title IV Plan or Multiemployer Plan or for the imposition of any liability upon any ERISA Affiliate under Title IV of ERISA other than for PBGC premiums due but not delinquent and (k) the occurrence of a Foreign Benefit Event.

"**Erroneous Payment**": as defined in Section 9.11(a).

"**Erroneous Payment Return Deficiency**": as defined in Section 9.11(d).

"**E-System**": any electronic system, including Intralinks®, ClearPar® and SyndTrak® and any other Internet or extranet-based site, whether such electronic system is owned, operated or hosted by the Administrative Agent, any of its Affiliates or agents or any other Person, providing for access to data protected by passcodes or other security system.

"**EU Bail-In Legislation Schedule**": the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"**Event of Default**": any of the events specified in Section 8; provided that any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

"**Excluded Prepayment Equity Issuance**": the issuance by Ultimate Parent of its Capital Stock in connection with employee stock option plans, employee stock ownership or purchase plans or other equity or incentive plans .

"**Excluded Taxes**": as defined in Section 2.16(a).

"**Facility**": the Commitments and the Loans made hereunder.

"**FATCA**": Sections 1471 through 1474 of the Code (effective as of the Closing Date) (or any amended or successor version that is substantially comparable and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b) of the Code.

"**Federal Funds Effective Rate**": for any day, the weighted average (rounded upwards, if necessary, to the next 1/100 of 1%) of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (a) if such day is not a Business Day, the Federal Funds Effective Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Effective Rate for such day shall be the average rate (rounded upwards, if necessary, to the next 1/100 of 1%) charged to the Person acting as the Administrative Agent on such day on such transactions as determined by the Administrative Agent.

"**Final Borrowing**": as defined in Section 2.1.

"**Final DIP Order**": an order entered by the Bankruptcy Court approving the Facility and authorizing the Debtors' use of cash collateral on a final basis under the Bankruptcy Code, which order shall be in form and substance satisfactory to the Required Lenders (as such order may be amended, modified, or extended in a manner satisfactory to the Required Lenders).

"**Foreign Benefit Event**": with respect to any Foreign Pension Plan, (a) the failure of any such Foreign Pension Plan or any trust thereunder intended to qualify for tax exempt status under any Requirements of Law, (b) the existence of unfunded liabilities in excess of the amount permitted under any applicable law, (c) the failure to make the required contributions or payments under any applicable law on or before the due date for such contributions or payments, (d) the receipt of a notice by a Governmental Authority relating to its intention to terminate any such Foreign Pension Plan or to appoint a trustee or similar official to administer any such Foreign Pension Plan, or alleging the insolvency of any such Foreign Pension Plan, (e) the incurrence of any liability in excess of $1,000,000 by the Parent Companies, Borrower or any Restricted Subsidiary under applicable law on account of the complete or partial termination of such Foreign Pension Plan or the complete or partial withdrawal of any participating employer therein, or (f) the occurrence of any transaction that is prohibited under any applicable law and that could reasonably be expected to result in the incurrence of any liability by the Parent Companies, Borrower or any of the Restricted Subsidiaries, or the imposition on the Parent Companies, Borrower or any of the Restricted Subsidiaries of any fine, excise tax or penalty resulting from any noncompliance with any applicable law, in each case in excess of $1,000,000.

"**Foreign Pension Plan**": any pension plan maintained outside the jurisdiction of the United States that under applicable law is required to be funded through a trust or other funding vehicle other than a trust or funding vehicle maintained exclusively by a Governmental Authority to which the Parent Companies, Borrower or any of the Restricted Subsidiaries incurs or otherwise has any obligation or liability, contingent or otherwise.

"**Foreign Subsidiary**": any direct or indirect Restricted Subsidiary that is not a Domestic Subsidiary or a Domestic Subsidiary where substantially all of its assets consist of stock of controlled foreign corporations, as defined in Section 957 of the Code.

"**GAAP**": generally accepted accounting principles in the United States as in effect from time to time.

"**Genesis**": as defined in the recitals hereto.

"**Genesis Holdings**": Genesis Holdings, LLC, a Delaware limited liability company.

"**Genesis Partnership**": Genesis Partnership, LLC, a Delaware limited liability company

"**GHLLC**": Genesis HealthCare LLC, a Delaware limited liability company.

"**Governmental Authority**": any nation or government, any state, province or other political subdivision thereof and any governmental entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and, as to any Lender, any securities exchange and any self-regulatory organization (including the National Association of Insurance Commissioners).

"**Guarantee Agreement**": the Guarantee Agreement, dated as of the Closing Date, to be executed and delivered by the Parent Companies, Borrower and each Subsidiary Guarantor, in form and substance reasonably acceptable to the Required Lenders, as the same may be amended, supplemented or otherwise modified from time to time.

"**Guarantee Obligation**": as to any Person (the "**guaranteeing person**"), any obligation of the guaranteeing person guaranteeing or by which such Person becomes contingently liable for any Indebtedness, net worth, working capital earnings, leases, dividends or other distributions upon the stock or equity interests (other than Real Property Financing Obligations) (the "**primary obligations**") of any other third Person (the "**primary obligor**") in any manner, whether directly or indirectly, including, without limitation, any obligation of the guaranteeing person, whether or not contingent, (i) to purchase any such primary obligation or any Property constituting direct or indirect security therefor, (ii) to advance or supply funds (1) for the purchase or payment of any such primary obligation or (2) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase Property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; provided, however, that the term Guarantee Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business and reasonable indemnity obligations in effect on the Closing Date or entered into in connection with

any acquisition or Disposition of assets or any Investment permitted under this Agreement. The amount of any Guarantee Obligation of any guaranteeing person shall be deemed to be such guaranteeing Person's maximum reasonably anticipated liability in respect thereof as determined by Borrower in good faith.

"**Guarantors**": the collective reference to the Parent Companies and the Subsidiary Guarantors including, for the avoidance of doubt, each Ancillary Company and each Ancillary Company Equity Holder; it being understood and agreed that each Ancillary Company and each Ancillary Company Equity Holder shall be and remain a Guarantor so long as Ultimate Parent directly or indirectly owns any Capital Stock of such Ancillary Company or such Ancillary Company Equity Holder, even if such Ancillary Company and/or such Ancillary Company Equity Holder ceases to be a Wholly-Owned Subsidiary of a Parent Company.

"**Hazardous Materials**": (a) any petroleum or petroleum products, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, radon gas, mold, toxic mold, lead and medical waste; (b) any chemicals, wastes, materials or substances defined as or included in the definition of "hazardous substances", "hazardous waste", "hazardous materials", "extremely hazardous waste", "restricted hazardous waste", "toxic substances", "toxic pollutants", "contaminants", or "pollutants", or words of similar import, under any applicable Environmental Law; and (c) any other chemical, waste, material or substance which is prohibited, limited or regulated by or with respect to which liability is imposed under any Environmental Law.

"**Healthcare Facilities**": collectively, each hospital, clinic, skilled nursing facility, assisted living facility, independent living facility or mental health facility (or state equivalent of such licensure categories) or other healthcare facility owned, leased or managed by Ultimate Parent or any of its Subsidiaries, as listed on Schedule 3.15 hereto.

"**Healthcare Laws**": all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions or agreements, in each case, pertaining to or concerned with the establishment, construction, ownership, operation, use or occupancy of a Healthcare Facility or any part thereof and all material Permits and Primary Licenses, including those relating to the quality and adequacy of care, equipment, personnel, operating policies, additions to facilities and services, medical care, distribution of pharmaceuticals, rate setting, kickbacks, fee splitting, patient healthcare and/or patient healthcare information, including the Health Insurance Portability and Accountability Act of 1996, as amended, and the rules and regulations promulgated thereunder, and as amended by the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, and the rules and regulations promulgated thereunder (collectively "**HIPAA**").

"**Hedge Agreements**": all agreements with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, equity or debt instruments or securities (other than equity or security of Ultimate Parent), or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions, in each case, entered into by Ultimate Parent or any of its Subsidiaries.

"**HIPAA**": as defined in the definition of "**Healthcare Laws**".

"**Holdings**": as defined in the preamble hereto.

"**HUD**": the U.S. Department of Housing and Urban Development.

"**HUD RE Entities**": each of the subsidiaries of Ultimate Parent from time to time party to the HUD RE Loan Agreements; provided that in no event shall an Ancillary Company or an Ancillary Company Equity Holder be a HUD RE Entity.

"**HUD RE Loan Agreements**": one or more regulatory agreements and each note, mortgage and security agreement related thereto, by and among, in each case, the HUD RE Entities party thereto, and the HUD-approved lenders party thereto, as applicable.

"**HUD Sub-Facility Credit Agreements**": that certain Third Amended and Restated Revolving Credit Agreement, dated as of March 6, 2020, by and among the HUD Sub-Facility Entities, as borrowers, GHLLC and GHC Holdings LLC, each as a guarantor, certain other Persons party thereto as guarantors, White Oak Healthcare Finance, LLC (as successor to MidCap Funding IV Trust), as administrative agent, and the lenders party thereto, as amended by that certain Amendment No. 1 to Third Amended and Restated Revolving Credit Agreement dated as of March 9, 2022 and the Second Amendment to Third Amended and Restated Revolving Credit Agreement dated as of April 17, 2023, and as it may be further amended, restated, replaced or otherwise modified from time to time.

"**HUD Sub-Facility Entities**": each of the entities listed on Annex I-A and Annex I-B attached to the HUD Sub-Facility Credit Agreement and each other Person, if any, from time to time becoming a party to the HUD Sub-Facility Credit Agreement as a borrower; provided that in no event shall an Ancillary Company or an Ancillary Company Equity Holder be a HUD Sub-Facility Entity.

"**Indebtedness**": of any Person at any date, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person for the deferred purchase price of Property or services (other than (i) trade payables, accrued expenses, current accounts and similar obligations incurred in the ordinary course of such Person's business, (ii) deferred compensation accrued in the ordinary course of business and (iii) earn-outs and other contingent payments in respect of acquisitions except as and to the extent that the liability on account of any such earn-out or contingent payment appears in the liabilities section of the balance sheet of such Person in accordance with GAAP), (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to Property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such Property, in which case only the lesser of the amount of such obligation and the fair market value of such Property shall constitute Indebtedness), (e) all Capital Lease Obligations of such Person, (f) all obligations of such Person, contingent or otherwise, as an account party or applicant under acceptance, letter of credit or similar facilities, (g) all obligations of such Person in respect of Disqualified Capital Stock valued at, in the case of redeemable preferred Capital Stock, the greater of the voluntary liquidation

preference and the involuntary liquidation preference of such Capital Stock plus accrued and unpaid dividends, (h) all payments that would be required to be made in respect of any Hedge Agreement with a counterparty other than any Agent in the event of a termination (including an early termination) on the date of determination, and (i) all Guarantee Obligations of such Person in respect of obligations of the kind referred to in clauses (a) through (h) above.

"**Indemnified Liabilities**": as defined in Section 10.5(a).

"**Indemnitee**": as defined in Section 10.5(a).

"**Initial Borrowing**": as defined in Section 2.1.

"**Insurance Captive**": Liberty Health Corporation, Ltd., a Bermuda company, Fountain View Reinsurance, Ltd., a Cayman Islands company, or any other insurance captive or other self insurance program established by Ultimate Parent or a Restricted Subsidiary.

"**Insurer**": a Person that insures a Patient against certain of the costs incurred in the receipt by such Patient of Medical Services, or that has an agreement with Ultimate Parent to compensate Borrower for providing such goods or services to a Patient, including but not limited to Medicaid, Medicare and TRICARE.

"**Intellectual Property**": the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, copyrights and copyright applications, domain names, patents and patent applications, trademarks and trademark applications, trade names, rights in technology, trade secrets, know-how and processes.

"**Intercreditor Agreement**": the Fifth Amended and Restated Intercreditor Agreement, dated as of March 9, 2022, among Welltower OP LLC (formerly known as Welltower Inc.) and White Oak Healthcare Finance, LLC (as successor to MidCap Funding IV Trust), as amended, supplemented, or otherwise modified from time to time.

"**Interest Payment Date**": (a) the last calendar day of each month while such Loan is outstanding and the final maturity date of such Loan, (b) as to any Loan, the date of any repayment or prepayment made in respect thereof and (c) the day that such Loan is required to be repaid.

"**Interim DIP Order**": an order entered by the Bankruptcy Court approving the Facility and authorizing the Debtors' use of cash collateral on an interim basis under the Bankruptcy Code, which order shall be in form and substance satisfactory to the Required Lenders (as such order may be amended, modified, or extended in a manner satisfactory to the Required Lenders).

"**Investments**": as defined in Section 7.4.

"**IRS**": the Internal Revenue Service.

"**JV Leases**": collectively, together with any documents related thereto, any agreements under which a Debtor or non-Debtor Affiliate of the Debtors is a lessee of any entity that is a "JV" (as defined in the *Declaration of Louis E. Robichaux IV in Support of Chapter 11 Petitions and*

First Day Pleadings filed in the Chapter 11 Cases at Docket No. 18) or a direct or indirect affiliate of a JV.

"**Landlord Collateral**": as defined in the Omega Intercreditor Agreement.

"**Laws**": collectively, federal, state, local or foreign law, statute or ordinance, common law, or any rule, regulation, judgment, order, writ, injunction, decree, arbitration award, agency requirement, license or permit of any Governmental Authority.

"**Leases**": all leases and subleases or any similar document affecting the use, enjoyment or occupancy of the real property, including resident care agreements and service agreements that include an occupancy agreement, whether existing as of the Closing Date or thereafter arising.

"**Lender**": each Lender that has a Commitment or that holds a Loan.

"**Liabilities**": all claims, actions, suits, judgments, damages, losses, liability, obligations, responsibilities, fines, penalties, sanctions, costs, fees, taxes, commissions, charges, disbursements and expenses, in each case of any kind or nature (including interest accrued thereon or as a result thereto and fees, charges and disbursements of financial, legal and other advisors and consultants), whether joint or several, whether or not indirect, contingent, consequential, actual, punitive, treble or otherwise.

"**Lien**": any mortgage, pledge, hypothecation, collateral assignment, encumbrance, lien (statutory or other), charge or other security interest or any other security agreement of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any capital lease having substantially the same economic effect as any of the foregoing).

"**Liquidity**": with respect to any Person, the sum of (i) unrestricted cash and Cash Equivalents, plus (ii) Borrowing Availability (as defined in the ABL Credit Agreement) and plus (iii) any other sources of liquid capital agreed in writing by the Lenders and Borrower.

"**Lender Default**" means:

(a) the refusal (which may be given verbally or in writing and has not been retracted) or failure of any Lender to make available its portion of any Loan hereunder, which refusal or failure is not cured within two Business Days after the date of such refusal or failure, unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's good faith determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable Default, shall be specifically identified in such writing) has not been satisfied;

(b) the failure of any Lender to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within two Business Days of the date when due;

(c) any Lender has notified the Borrower or the Administrative Agent that it does not intend to comply with its funding obligations or has made a public statement to that effect

with respect to its funding obligations hereunder or under other similar agreements in which it commits to extend credit;

(d) the failure of any Lender within three Business Days after request by the Administrative Agent, to confirm that it will comply with its funding obligations hereunder (provided that such Lender will cease to be a Defaulting Lender pursuant to this clause (d) upon receipt of such written confirmation by the Administrative Agent and the Borrower);

(e) any Lender or a direct or indirect parent company of such Lender becoming subject to a Bail-In Action; or

(f) the admission in writing by any Lender that it is insolvent or such Lender becoming subject to a Lender-Related Distress Event.

"**Lender-Related Distress Event**": with respect to any Lender or any Person that directly or indirectly controls a Lender (each, a "*Distressed Person*"), as the case may be, a voluntary or involuntary case with respect to such Distressed Person under any debt relief law, or a custodian, conservator, receiver or similar official is appointed for such Distressed Person or any substantial part of such Distressed Person's assets, or such Distressed Person or any Person that directly or indirectly controls such Distressed Person is subject to a forced liquidation, or such Distressed Person makes a general assignment for the benefit of creditors or is otherwise adjudicated as, or determined by any Governmental Authority having regulatory authority over such Distressed Person or its assets to be, insolvent or bankrupt; *provided* that a Lender-Related Distress Event will not be deemed to have occurred solely by virtue of the ownership or acquisition of any Capital Stock in any Lender or any Person that directly or indirectly controls such Lender by a Governmental Authority or an instrumentality thereof.

"**LLC Division**" shall mean the statutory division of any limited liability company into two or more limited liability companies pursuant to Section 18-217 of the Delaware Limited Liability Company Act or a comparable provision of any other Requirement of Law.

"**LLC Parent**": as defined in the preamble hereto.

"**Loan Documents**": the collective reference to this Agreement, the Guarantee Agreement and the Security Documents.

"**Loan Parties**": the Parent Companies, Borrower and each Subsidiary Guarantor.

"**Loan Percentage**": as to any Lender at any time, the percentage which the sum of such Lender's Commitments then constitutes of the aggregate Commitments (or, at any time after the Closing Date, the percentage which the aggregate principal amount of such Lender's Loans then outstanding constitutes of the aggregate principal amount of the Loans then outstanding).

"**Loans**": Loans made pursuant to Section 2.1 and any PIK Interest accrued thereon.

"**Majority Controlled Affiliate**": with respect to any Person, each officer, director, general partner or joint-venturer of such Person and any other Person that directly or indirectly controls, is controlled by, or is under common control with, such Person; provided, however, that

no Secured Party shall be a Majority Controlled Affiliate of any Loan Party. For purpose of this definition, "control" means the possession of either (a) the power to vote, or the beneficial ownership of, 51% or more of the Voting Stock of such Person or (b) the power to direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

"**Master Lease Intercreditor Agreements**": the collective reference to the Omega Intercreditor Agreement, the Tang Intercreditor Agreement and the Dynasty Intercreditor Agreement.

"**Material Adverse Effect**": a material adverse effect on (a) the business, operations property or financial condition of the Parent Companies, Borrower and the Restricted Subsidiaries, taken as a whole, or (b) the validity or enforceability of the Loan Documents or the material rights and remedies of the Agents and the Lenders thereunder, in each case, taken as a whole.

"**Material Indebtedness**": Indebtedness (other than the Loans and Real Property Financing Obligations), or obligations in respect of one or more Hedge Agreements, of any one or more of the Parent Companies, Borrower or any of the Restricted Subsidiaries in an aggregate principal amount exceeding, $2,500,000. For purposes of determining Material Indebtedness for all Sections, the "principal amount" of the obligations of the Parent Companies, Borrower or any of the Restricted Subsidiaries in respect of any Hedge Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that the Parent Companies, Borrower or any of the Restricted Subsidiaries would be required to pay if such Hedge Agreement were terminated at such time.

"**Material Master Lease**": each lease that is listed on Schedule 1.1F hereto.

"**Material Master Lease Intercreditor Agreement**": the collective reference to each of the Master Lease Intercreditor Agreements and any other intercreditor or similar agreement entered into pursuant to Section 6.13.

"**Maturity Date**": the earliest of: (i) February 4, 2026, (or such later date as agreed to by each Lender); (ii) if the Final DIP Order has not been entered, August 13, 2025 (or such later date as agreed to by each Lender), (iii) the date of acceleration of the Loans and the termination of the Lenders' Commitments pursuant to the terms hereof; (iv) the date the Bankruptcy Court orders a conversion of the Chapter 11 Cases to a chapter 7 liquidation or the dismissal of the chapter 11 case of any Debtor; (v) the substantial consummation (as defined in 11 U.S.C. § 1101(2)) of a plan of reorganization or liquidation (a "**Plan of Reorganization**") of the Debtors, which has been confirmed by an order entered by the Bankruptcy Court; (vi) the date the Bankruptcy Court dismisses any of the Chapter 11 Cases; (vii) the closing of any sale of assets under section 363 of the Bankruptcy Code, which when taken together with all other sales of assets since the Closing Date, constitutes a sale of all or substantially all of the assets of the Loan Parties; (viii) the date an order is entered in any of the Chapter 11 Cases appointing a chapter 11 trustee or examiner with enlarged powers, (ix) the date on which the Debtors consent to the standing of any party, including an Official Committee (as defined in the DIP Orders) to pursue any claim or cause of action belonging to the Debtors or their estates, including, without limitation, any Challenge (as defined in the DIP Orders), and (x) the date on which a Challenge Proceeding (as defined in the DIP Orders) is commenced by any party, including the Debtors or a Committee.

"**Medicaid**": (a) the United States of America acting under Title XIX of the Social Security Act, (b) any state or the District of Columbia acting pursuant to a health plan adopted pursuant to Title XIX of the Social Security Act, or (c) any agent, carrier, administrator or intermediary for any of the foregoing.

"**Medical Services**": medical and health care services, performed or provided by any Ultimate Parent or a Restricted Subsidiary to a Patient, which services include, general medical and health care services, physician services, nurse and therapist services, dental services, hospital services, skilled nursing facility services, assisted living facility services, independent senior housing services, Alzheimer's services, comprehensive inpatient and outpatient rehabilitation services, home health care services, hospice services, residential and outpatient behavioral healthcare services, and medical or health care equipment provided for a necessary or specifically requested valid and proper medical or health purpose and any other service approved by the Administrative Agent in its sole discretion.

"**Medicare**": (a) the United States of America acting under the Medicare program established pursuant to Title XVIII of the Social Security Act, or (b) any agent, carrier, administrator or intermediary for any of the foregoing.

"**Milestones**": as defined in Section 6.17.

"**Moody's**": Moody's Investors Service, Inc. or any successor to the rating agency business thereof.

"**Multiemployer Plan**": a pension plan that is a "multiemployer plan" (as defined in Section 4001(a)(3) of ERISA) subject to Title IV of ERISA to which any ERISA Affiliate incurs or otherwise has any obligation or liability, contingent or otherwise.

"**Net Cash Proceeds**": (a) in connection with any Asset Sale or any Recovery Event, the proceeds thereof in the form of cash and Cash Equivalents (including any such proceeds received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise, but only as and when received) of such Asset Sale or Recovery Event received by the Parent Companies, Borrower or any of the Restricted Subsidiaries, net of broker's fees and commissions, attorneys' fees, accountants' fees, investment banking fees, consulting fees, amounts (including premiums or penalties, if any) required to be applied to the repayment of Indebtedness secured by a Lien expressly permitted hereunder on any asset which is the subject of such Asset Sale or Recovery Event (other than any Lien pursuant to a Security Document in which the Collateral Agent has (or is intended to have), whether pursuant to the Intercreditor Agreement or otherwise, a first priority perfected security interest)and other reasonable fees and expenses (including legal fees and expenses) actually incurred by the Parent Companies, Borrower or any of the Restricted Subsidiaries in connection therewith and net of Taxes paid or reasonably estimated to be payable by such Parent Company, Borrower or such Restricted Subsidiary as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements) and any escrow or reserve for any adjustment in respect of the sale price of such asset or assets and indemnification payments (fixed or contingent) attributable to seller's indemnities and representations and warranties to purchaser in respect of the applicable Asset Sale undertaken by the Parent Companies, Borrower or the Restricted

Subsidiaries or other liabilities in connection with such Asset Sale (provided that upon release of any such escrow or reserve, the amount released shall be considered Net Cash Proceeds) and (b) in connection with any (i) Equity Issuance or issuance of Capital Stock by any Restricted Subsidiary of the Borrower or (ii) issuance or sale of debt securities or instruments or the incurrence of Indebtedness, in each case, the cash proceeds received from such issuance or incurrence, net of transaction costs, attorneys' fees, investment banking fees, accountants' fees, consulting fees, underwriting discounts and commissions, placement fees and other reasonable fees and expenses (including legal fees and expenses) actually incurred in connection therewith.

"**Non-Excluded Taxes**": as defined in Section 2.16(a).

"**Non-Guarantor Subsidiary**": any Restricted Subsidiary which is not a Subsidiary Guarantor.

"**Non-U.S. Lender**": as defined in Section 2.16(d).

"**Note**": any promissory note evidencing any Loan.

"**Obligations**": the unpaid principal of and interest on (including, without limitation, interest accruing after the maturity of the Loans, and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to Borrower, whether or not a claim for post-filing or postpetition interest is allowed in such proceeding) the Loans, and all other obligations and liabilities of Borrower to the Administrative Agent, the Collateral Agent, or any Lender, whether direct or indirect, absolute or contingent, due or to become due, or existing as of the Closing Date or thereafter incurred, which may arise under, out of, or in connection with, this Agreement, any other Loan Document, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including, without limitation, all fees, charges and disbursements of counsel to the Administrative Agent, the Collateral Agent, or any Lender that are required to be paid by Borrower pursuant hereto) or otherwise.

"**OFAC**": the Officer of Foreign Assets Control of the United States Department of the Treasury.

"**Omega Intercreditor Agreement**": the Second Amended and Restated Intercreditor Agreement, dated as of February 1, 2020, by and among, *inter alios*, the Prepetition Agent, White Oak Healthcare Finance, LLC (as successor to MidCap Funding IV Trust), as administrative agent under the ABL Credit Agreement, Landlord (as defined therein) and Tenants (as defined therein), as it may be amended, restated, replaced or otherwise modified from time to time.

"**Omega Lease**": the Second Consolidated Amended and Restated Master Lease Agreement, dated as of January 30, 2015, by and among Landlord (as defined in the Omega Intercreditor Agreement) and Tenants (as defined in the Omega Intercreditor Agreement) pursuant to which the Landlord leased certain properties to the Tenants on the terms set forth in the Omega Lease Documents. As more fully set forth in the Omega Lease Documents, the obligations of the Tenants and guarantors under the Omega Lease Documents are unconditionally and irrevocably guaranteed by the certain of those entities who provided a guaranty in connection therewith.

"**Omega Lease Documents**": the Omega Lease and any other document executed and delivered in connection therewith.

"**Omega Lender**": as defined in the preamble hereto.

"**Other Taxes**": all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, this Agreement or any other Loan Document.

"**PA 22 OTA**": collectively, together with any documents related thereto, that certain Operations Transfer Agreement, dated as of January 1, 2025, by and among 2021 Westgate Drive Operations, LLC, 2029 Westgate Drive Operations LLC, 1700 Market Street Operations LLC, 940 Walnut Bottom Road Operations LLC, 1070 Stouffer Avenue Operations LLC, 2600 Northampton Street Operations LLC, 3430 Huntington Pike Operations LLC, 100 W Queen Street Operations LLC, 1008 Thompson Street Operations LLC, 600 W. Valley Forge Road Operations LLC, 100 Abbeyville Road Operations LLC, 2125 Elizabeth Avenue Operations LLC, 900 Tuck Street Operations LLC, 640 Bethlehem Pike Operations LLC, 724 N. Charlotte Street Operations LLC, 3000 Windmill Road Operations LLC, 800 Court Street Circle Operations LLC, 115 S. Providence Road Operations LLC, 425 Buttonwood Street Operations LLC, 200 Pauline Drive Operations LLC, 2400 Kingston Court Operations LLC, and 1770 Barley Road Operations LLC, as existing operators, and 1700 Market Street Opco LLC, 940 Walnut Bottom Road Opco LLC, 1070 Stouffer Avenue Opco LLC, 100 West Queen Street Opco LLC, 2600 Northampton Street Opco LLC, 3430 Huntingdon Pike Opco LLC, 1008 Thompson Street Opco LLC, 600 West Valley Forge Road Opco LLC, 100 Abbeyville Road Opco LLC, 2125 Elizabeth Avenue Opco LLC, 900 Tuck Street Opco LLC, 640 Bethlehem Pike Opco LLC, 724 North Charlotte St Opco LLC, 3000 Windmill Road Opco LLC, 901 Court Street Opco LLC, 115 South Providence Road Opco LLC, 425 Buttonwood Street Opco LLC, 200 Pauline Drive Opco LLC, 2400 Kingston Court Opco LLC, 1770 Barley Road Opco LLC, 2021 Westgate Drive Opco LLC, 2029 Westgate Drive Opco LLC, as new operators, and, for limited purposes, Genesis Healthcare, Inc. and Altira Health Group LLC.

"**PA 22 Sub-Subleases**": collectively, together with any documents related thereto, (i) that certain Sublease Agreement dated as of December 22, 2022, by and between Integra WIP Tenant LLC, a Delaware limited liability company, as sublessor, and Genesis PM PA Operations LLC, a Delaware limited liability company, as sublessee, as amended by that certain First Amendment to Sublease Agreement dated as of November 1, 2024, as further amended by that certain Lease Division and Second Amendment to Sublease Agreement dated as of January 1, 2025 (as otherwise amended, supplemented, or otherwise modified from time to time), and as assigned pursuant to that certain Assignment and Assumption of Lease dated January 1, 2025, by and among Integra WIP Tenant LLC, a Delaware limited liability company, as assignor, and 1700 Market Street Opco LLC, 940 Walnut Bottom Road Opco LLC, 1070 Stouffer Avenue Opco LLC, 100 West Queen Street Opco LLC, 2600 Northampton Street Opco LLC, 3430 Huntingdon Pike Opco LLC, 1008 Thompson Street Opco LLC, 600 West Valley Forge Road Opco LLC, 100 Abbeyville Road Opco LLC, 2125 Elizabeth Avenue Opco LLC, 900 Tuck Street Opco LLC, 640 Bethlehem Pike Opco LLC, 724 North Charlotte St Opco LLC, 3000 Windmill Road Opco LLC, 901 Court Street Opco LLC, 115 South Providence Road Opco LLC, 425 Buttonwood Street Opco LLC, 200 Pauline

Drive Opco LLC, 2400 Kingston Court Opco LLC, 1770 Barley Road Opco LLC, 2021 Westgate Drive Opco LLC, 2029 Westgate Drive Opco LLC, as assignees, and Genesis PM PA Operations LLC, as sublessee, (ii) that certain Amended and Restated Sub-Sublease Agreement, dated as of January 1, 2025 but effective as of December 22, 2022 (as otherwise amended, supplemented, or otherwise modified from time to time), by and between Genesis PM PA Operations LLC, a Delaware limited liability company, as sub-sublessor, and 2021 Westgate Drive Operations, LLC, 2029 Westgate Drive Operations LLC, 1700 Market Street Operations LLC, 940 Walnut Bottom Road Operations LLC, 1070 Stouffer Avenue Operations LLC, 2600 Northampton Street Operations LLC, 3430 Huntington Pike Operations LLC, 1008 Thompson Street Operations LLC, 600 W. Valley Forge Road Operations LLC, 100 Abbeyville Road Operations LLC, 2125 Elizabeth Avenue Operations LLC, 900 Tuck Street Operations LLC, 640 Bethlehem Pike Operations LLC, 724 N. Charlotte Street Operations LLC, 3000 Windmill Road Operations LLC, 800 Court Street Circle Operations LLC, 115 S. Providence Road Operations LLC, 425 Buttonwood Street Operations LLC, 200 Pauline Drive Operations LLC, 2400 Kingston Court Operations LLC, and 1770 Barley Road Operations LLC, as sub-sublesses.

"**Parent**": as defined in the preamble hereto.

"**Parent Company**": as defined in the preamble hereto.

"**Participant**": as defined in Section 10.6(h).

"**Participant Register**": as defined in Section 10.6(h)(ii).

"**Patient**": any Person receiving Medical Services from Ultimate Parent or a Restricted Subsidiary and all Persons legally liable to pay Ultimate Parent or a Restricted Subsidiary for such services other than Insurers.

"**PATRIOT Act**": the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)).

"**Payment Notice**": as defined in Section 9.11(b).

"**Payment Recipient**": as defined in Section 9.11(a).

"**PBGC**": the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA (or any successor).

"**Permit**": with respect to any Person, any permit, approval, authorization, license, registration, certificate (including certificates of occupancy), concession, grant, franchise, variance or permission from any Governmental Authority, in each case whether or not having the force of law and applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"**Permitted CareerStaff Lien**" means the lien on the CareerStaff CareSave/Welltower Pledged Shares granted on April 10, 2024 to CareSave on the terms and conditions set forth in the CareSave Pledge Agreement securing certain obligations of Genesis Holdings LLC and certain of its affiliates as specified therein to CareSave.

"**Permitted Investor**": collectively, (i) any Person that is a member of LLC Parent as of the Closing Date to the extent such Person, directly or indirectly, owns or controls 10% or more of LLC Parent as of the Closing Date and to the extent such Person has satisfied the requirements regarding OFAC, Anti-Terrorism Laws, SEC, Healthcare Laws, and other similar regulations, (ii) GEN Management LLC or GEN Management Investors, LLC and to the extent each such entity has satisfied the requirements regarding OFAC, Anti-Terrorism Laws, SEC Healthcare Laws, and other similar regulations, (iii) Pinta, (iv) Welltower, or (v) any successor of the foregoing pursuant to a Permitted Investor Transfer (which successors, to the extent such successors will, directly or indirectly, own or control 10% or more of any Loan Party, must satisfy requirements regarding OFAC, Anti-Terrorism Laws, SEC, Healthcare Laws, and other similar regulations).

"**Permitted Investor Transfer**": one or more of the following, and, in the case of clauses (ii) and (iii) below, with the prior consent of Administrative Agent, which consent shall not be unreasonably withheld, conditioned or delayed (provided that Borrower provides timely information reasonably requested by Administrative Agent with respect to such proposed transferee which approval shall consider criteria including, but not limited to, Administrative Agent's standards with respect to (x) previously relationships between Administrative Agent, Lenders and the proposed transferee and its principals, (y) the reputation for integrity, honesty and veracity of the proposed transferee and its principals, owners, officers and directors and (z) information with respect to OFAC, Anti-Terrorism Laws, SEC, Healthcare Laws, and other similar regulations and activities):

(i) any Disposition by a Permitted Investor to another Permitted Investor;

(ii) any Disposition of a direct or indirect interest in Ultimate Parent by a Permitted Investor to a family trust for estate planning purposes; provided that such Permitted Investor does not transfer the power to direct or cause the direction of the management and policies of such Person, whether by contract or otherwise;

(iii) any Disposition from any Permitted Investor of any direct or indirect interest in Ultimate Parent to a Majority Controlled Affiliate, or the admission of a new member into a Permitted Investor; provided the Persons that had the power to direct or cause the direction of the management and policies of such Permitted Investor on the Closing Date retain such power over such Permitted Investor; or

(iv) the purchase by Welltower Inc. of certain ownership interests in Ultimate Parent pursuant to that certain Amended and Restated Call and Exchange Agreement, dated as of May 25, 2012 (as may be amended, supplemented or otherwise modified from time to time).

"**Permitted Variance**": in respect of any Variance Testing Period, (i) in respect of aggregate Actual Disbursement Amounts for such Variance Testing Period, 15% of aggregate Budgeted Disbursements Amounts for such Variance Testing Period and (ii) in respect of

aggregate Actual Cash Receipts for such Variance Testing Period, 15% of aggregate Budgeted Cash Receipts for such Variance Testing Period.

"**Person**": an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

"**Petition Date**": as defined in the recitals to this Agreement.

"**PIK Interest**": interest paid in kind by adding such interest then due to the unpaid principal amount of the Loans.

"**Pinta**": ReGen Healthcare, LLC, a Delaware limited liability company.

"**Pinta Convertible Notes**": (i) the Convertible Promissory Note in the amount of $50,000,000 due March 2, 2026 issued pursuant to the Pinta Investment Agreement, (ii) the Convertible Promissory Note in the amount of $10,000,000 due December 2, 2027 issued pursuant to the Pinta Investment Agreement, (iii) the Convertible Promissory Note in the amount of $24,950,000 due January 4, 2028 issued pursuant to the Pinta Investment Agreement, and (iv) the Convertible Promissory Note in the amount of $15,000,000 due January 4, 2028 issued pursuant to the Pinta Investment Agreement.

"**Pinta Investment Agreement**" means that certain Investment Agreement, dated as of March 2, 2021, by and among Ultimate Parent, LLC Parent and Pinta, as in effect on the Closing Date and as amended by that certain Amendment No. 1 to the Investment Agreement, dated as of March 31, 2021, that certain Amendment No. 2 to the Investment Agreement, dated as of May 13, 2021, that certain Amendment No. 3 to the Investment Agreement, dated as of May 26, 2021, that certain Amendment No. 4 to the Investment Agreement, dated as of June 10, 2021, and that certain Amendment No. 5 to the Investment Agreement, dated as of June 24, 2021, that certain Amendment No. 6 to the Investment Agreement, dated as of June 30 2021, that certain Amendment No. 7 to the Investment Agreement, dated as of July 26, 2021, that certain Amendment No. 8 to the Investment Agreement, dated as of August 23, 2021, that certain Amendment No. 9 to the Investment Agreement, dated as of September 10, 2021, that certain Amendment No. 10 to the Investment Agreement, dated as of October 1, 2021, that certain Amendment No. 11 to the Investment Agreement, dated as of May 12, 2022, and that certain Amendment No. 12 to the Investment Agreement, dated as of December 2, 2022, and as it may be further amended, restated, amended and restated, supplemented, or otherwise modified.

"**Prepetition Agent**": as defined in the recitals hereto.

"**Prepetition Lenders**": as defined in the recitals hereto.

"**Prepetition Term Loan Agreement**": as defined in the recitals hereto.

"**Primary License**": with respect to any Healthcare Facility or Person operating such Healthcare Facility, as the case may be, the certificate of need, Permit or license to operate as an assisted living, skilled nursing or independent living facility.

"**Pro Forma Basis**": for any period, with respect to the Bankruptcy Transactions or any proposed acquisition, investment, distribution, incurrence or prepayment of Indebtedness or any other action which requires compliance with any test or covenant hereunder, compliance as of the transaction date will be determined giving the following pro forma effect to the Bankruptcy Transactions or such proposed acquisition investment, distribution or any such other action: (a) pro forma effect will be given to any Indebtedness incurred or permanently repaid during or after the relevant period to the extent the Indebtedness is outstanding or is to be incurred or permanently repaid on the transaction date as if the Indebtedness had been incurred or permanently repaid on the first day of the relevant period (it being acknowledged and agreed that any revolving Indebtedness shall only be deemed to be permanently repaid if at the time of repayment the commitments thereunder are reduced by the amount of the prepayment); (b) pro forma calculations of interest on Indebtedness bearing a floating interest rate will be made as if the rate in effect on the transaction date (taking into account any Hedge Agreement applicable to the Indebtedness if the Hedge Agreement has a remaining term of at least 12 months) had been the applicable rate for the entire relevant period; (c) Consolidated Interest Expense related to any Indebtedness no longer outstanding or to be repaid or redeemed on the transaction date, except for Consolidated Interest Expense accrued during the relevant period under this Agreement to the extent of the Loans in effect on the transaction date, will be excluded; (d) pro forma effect will be given to any amendment or other modification of any Material Master Lease as if such amendment or other modification shall have occurred at the beginning of the relevant period; and (e) pro forma effect will be given to (i) the creation of Subsidiaries, and (ii) the acquisition or Disposition of companies, divisions or lines of businesses by Ultimate Parent and the Restricted Subsidiaries, including any acquisition or Disposition of a company, division or line of business since the beginning of the relevant period by a Person that became a Restricted Subsidiary after the beginning of the relevant period that have occurred since the beginning of the relevant period as if such events had occurred, and, in the case of any Disposition, the proceeds thereof applied, on the first day of the relevant period. For purposes of determining Consolidated Interest Expense, Consolidated Rental Expense, Consolidated EBITDA, Consolidated EBITDAR and Consolidated Net Income, any discontinuation of discontinued operations as defined under Financial Accounting Standards Board Accounting Standards Codification 205-20 occurring during the relevant period shall be given effect in accordance with that standard. To the extent that pro forma effect is to be given to an acquisition or Disposition of a company, division or line of business, the pro forma calculation will be based upon the most recent four full fiscal quarters for which the relevant financial information is available (including cost savings to the extent such cost savings would be consistent with the definition of "**Consolidated EBITDA**").

"**Prohibited Payment**": (i) any direct or indirect distribution to a Third-Party Affiliate that directly or indirectly holds Capital Stock in any Loan Party; (ii) any direct or indirect distribution to Welltower solely in its capacity as a holder of Capital Stock in Ultimate Parent; (iii) any direct or indirect investment, loan, or payment to a Third-Party Affiliate; or (iv) any direct or indirect payment or refinancing of any Indebtedness owed to a Third-Party Affiliate.

"**Property**": any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible, including, without limitation, Capital Stock.

"**Qualified Capital Stock**": any Capital Stock that is not Disqualified Capital Stock.

"**Real Property Financing Obligations**": with respect to any Person, financing obligations and Capital Lease Obligations of such Person, to the extent such financing obligations or Capital Lease Obligations are related to real property.

"**Recovery Event**": any settlement of or payment in respect of any property or casualty insurance claim or any condemnation proceeding relating to any asset of the Parent Companies, Borrower, or any of the Restricted Subsidiaries, in an amount for each such event exceeding $500,000.

"**Register**": as defined in Section 10.6(b)(iv).

"**Regulation T**": Regulation T of the Board as in effect from time to time.

"**Regulation U**": Regulation U of the Board as in effect from time to time.

"**Regulation X**": Regulation X of the Board as in effect from time to time.

"**Related Parties**": as to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, attorneys-in-fact, trustees, administrators, managers, advisors and representatives of such Person and of such Person's Affiliates.

"**Release**": any release, threatened release, spill, emission, leaking, pumping, pouring, emitting, emptying, escape, injection, deposit, disposal, discharge, dispersal, dumping, leaching or migration of Hazardous Material into or through the environment.

"**Remedial Action**": all actions required to (a) clean up, remove, treat or in any other way address any Hazardous Material Released into the indoor or outdoor environment, (b) prevent or minimize any Release so that a Hazardous Material does not migrate or endanger or threaten to endanger public health or welfare or the indoor or outdoor environment or (c) perform pre-remedial studies and investigations and post-remedial monitoring and care with respect to any Hazardous Material.

"**Required Lenders**": at any time, each of the Lenders party hereto (other than Defaulting Lenders); *provided* that Defaulting Lenders will be included in determining Required Lenders with respect to any amendment that would disproportionately affect the obligation of the Borrower to make payment of the Loans or Commitments of such Defaulting Lender as compared to other Lenders; *provided further* that if there are at least three Lenders that are not Defaulting Lenders, the WAX Lender will not be a Required Lender.

"**Required Prepayment Date**": as defined in Section 2.8(h).

"**Requirement of Law**": as to any Person, the certificate of incorporation and by-laws or other organizational or governing documents of such Person, and any law, treaty, rule or regulation or determination of a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"**Resolution Authority**": an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"**Responsible Officer**": the chief executive officer, president, senior vice president, chief financial officer (or similar title), chief operating officer, controller or treasurer (or similar title) of the Parent Companies or Borrower, as applicable, and, with respect to financial matters, the chief financial officer (or similar title) or treasurer (or similar title) of Ultimate Parent.

"**Restricted Payment**": any dividend or other distribution (whether in cash, securities or other property (other than Qualified Capital Stock)) with respect to any Capital Stock of Ultimate Parent or any Restricted Subsidiary, or any payment (whether in cash, securities or other property (other than Qualified Capital Stock)), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any Capital Stock in the Parent Companies, Borrower or any Restricted Subsidiary.

"**Restricted Subsidiary**": (i) the Guarantors and (ii) any Subsidiary that is not an Unrestricted Subsidiary.

"**S&P**": Standard & Poor's Ratings Group, Inc., or any successor to the rating agency business thereof.

"**Sanctions**": any international economic sanction administered or enforced by OFAC, the United Nations Security Council, the European Union, Her Majesty's Treasury or other relevant sanctions authority.

"**Sandy River Lease**": that certain HUD Facilities Master Lease, dated as of March 29, 2012 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, together with all other agreements, documents, and instruments related to such Sandy River Lease, including, without limitation, all security agreements, notes, guarantees (including that certain Fourth Amended and Restated Unconditional and Continuing Guaranty and Indemnification Agreement, dated as of March 29, 2012, by certain of the Loan Parties (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time), but excluding that certain Guaranty of Master Lease, dated as of March 29, 2012, by Genesis HC LLC (formerly known as Genesis Healthcare Corporation) (amended, restated, amended and restated, supplemented, or otherwise modified from time to time)), mortgages, Uniform Commercial Code financing statements, documents, and instruments, including any fee letters, executed and/or delivered in connection therewith or related thereto)), by and among certain Loan Parties, as Tenant, and the "Landlords" thereunder.

"**SEC**": the Securities and Exchange Commission (or successors thereto or an analogous Governmental Authority).

"**Secured Parties**": collectively, the Lenders, the Administrative Agent, the Collateral Agent, any other holder from time to time of any of the Obligations (in their capacities as holders thereof) and, in each case, their respective successors and permitted assigns.

"**Security Documents**": the DIP Orders.

"**Skilled Holdings**": Skilled HealthCare, LLC, a Delaware limited liability company.

"**Sold Entity or Business**": as set forth in the definition of the term "Consolidated EBITDA".

"**Subordinated Indebtedness**": with respect to Obligations, any Indebtedness of any Loan Party that is by its terms subordinated in right of payment to any of the Obligations.

"**Subsidiary**": as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, directly or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise qualified, all references to a "Subsidiary" or to "Subsidiaries" in this Agreement shall refer to a direct or indirect Subsidiary or Subsidiaries of Ultimate Parent (whether existing as of the Closing Date or created or acquired thereafter); provided that in determining the percentage of ownership interests of any Person controlled by another Person, no ownership interest in the nature of a director's "qualifying share" of the former Person shall be deemed to be outstanding; provided further that LLC Parent and its Subsidiaries shall be deemed to be a Subsidiaries of Ultimate Parent.

"**Subsidiary Guarantors**": each Subsidiary listed on Schedule 1.1B, and each other Restricted Subsidiary that is or becomes a party to this Agreement pursuant to Section 6.10, it being understood and agreed that each Ancillary Company and each Ancillary Company Equity Holder shall be and remain a Guarantor even if any Ancillary Company and/or any Ancillary Company Equity Holder ceases to be a Wholly-Owned Subsidiary of the Parent Companies.

"**Tang Intercreditor Agreement**": that certain Intercreditor Agreement, dated as of October 31, 2019 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time), by and among White Oak Healthcare Finance LLC (as successor to MidCap Funding IV Trust), KeyBank National Association, the Landlords under the Tang Lease, and certain of the Loan Parties party to the Tang Lease (or, in each case, their predecessors in interest).

"**Tang Lease**": that certain Master Lease Agreement, dated as of October 1, 2017 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, together with all other agreements, documents, and instruments executed and/or delivered with, to or in favor of the "Landlords" thereunder or their Affiliates, including, without limitation, all security agreements, notes, guarantees (including that certain Unconditional and Continuing Guaranty and Indemnification Agreement, dated as of October 1, 2017, by and among certain of the Loan Parties and the parties identified as "Beneficiaries" thereunder (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time)), mortgages, Uniform Commercial Code financing statements, documents, and instruments, including any fee letters, executed and/or delivered in connection therewith or related thereto) by and among Genesis Tang Operations, LLC, as Master Tenant, and the "Landlords" thereunder.

"**Tax Affiliate**": (a) Borrower and (b) any Affiliate of Borrower with which Borrower files or is eligible to file consolidated, combined or unitary Tax Returns.

"**Tax Return**": as defined in Section 3.7.

"**Taxes**": all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"**Third-Party Affiliate**": any Affiliate of a Loan Party, other than (a) Ultimate Parent and its Restricted Subsidiaries and (b) any landlord of Ultimate Parent and its Restricted Subsidiaries, that becomes an Affiliate of Ultimate Parent and its Restricted Subsidiaries solely by acquiring Capital Stock of Ultimate Parent and/or its Restricted Subsidiaries as consideration in connection with the restructuring of any Lease with respect to any Healthcare Facilities; provided, for the avoidance of doubt, that Welltower shall not be considered a Third-Party Affiliate.

"**Third-Party Payor Programs**": Medicare, Medicaid, TRICARE, Blue Cross/Blue Shield or any other public program or private commercial insurance, managed care, or employee assistance program providing reimbursement or coverage for Medical Services and with which Ultimate Parent or any of its Subsidiaries has entered into a participation agreement, provider agreement, or similar arrangement for coverage of eligible Patients.

"**Title IV Plan**": a pension plan subject to Title IV of ERISA, other than a Multiemployer Plan, to which any ERISA Affiliate incurs or otherwise has any obligation or liability, contingent or otherwise.

"**Transaction**": as defined in Section 6.17.

"**TRICARE**": (a) the United States of America acting under TRICARE, or (b) any agent, carrier, administrator or intermediary for any of the foregoing.

"**UCC**": the Uniform Commercial Code of the State of New York, as in effect on the Closing Date.

"**UK Financial Institution**": any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain Affiliates of such credit institutions or investment firms.

"**UK Resolution Authority**": the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"**Ultimate Parent**": as defined in the preamble hereto.

"**United States**": the United States of America.

"**Unrestricted Subsidiary**": each Subsidiary of Ultimate Parent that is not a Debtor under the Chapter 11 Cases, a listing of which as of the Closing Date is included on Schedule 1.1C.

"**UPL Facility**": each Facility that is the subject of a UPL Program.

"**UPL Hospital**": each county hospital or other unit of government that is or becomes an operator of a UPL Facility.

"**UPL Program**": a program under which, in exchange for certain payment of fees, costs and other reimbursements from the UPL Hospital, Ultimate Parent or any Restricted Subsidiary agrees to manage one or more Facilities, the possession and operation of which has been transferred to such UPL Hospital and, subsequent to such transfer, the accounts related to such Facility or Facilities qualify under a Medicaid "upper payment limit" program.

"**U.S. Lender**": as defined in Section 2.16(e).

"**Variance Testing Period**": (i) initially, the four-week period commencing with the the week of July 14, 2025 and (ii) thereafter, each rolling four-week period.

"**Ventas Lease**": that certain Amended and Restated Master Lease Agreement No. 5, dated as of February 2, 2015 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, together with all other agreements, documents, and instruments related to such Ventas Lease, including, without limitation, all security agreements, notes, guarantees (including that certain (i) Third Amended and Restated Master Lease Guaranty and Suretyship Agreement, dated as of February 2, 2015, by certain of the Loan Parties, (ii) Reimbursement and Indemnity Agreement, dated as of December 19, 2018, by certain of the Loan Parties in favor of Genesis HC LLC (formerly known as Genesis Healthcare Corporation), and (iii) Side Letter, dated as of May 9, 2019, by and among certain of the Loan Parties and Welltower OP LLC (formerly known as Welltower Inc.) (each as amended, restated, amended and restated, supplemented, or otherwise modified from time to time) but excluding that certain Fourth Amended and Restated Master Lease Guaranty and Suretyship Agreement, dated as of December 1, 2012, by Genesis HC LLC (formerly known as Genesis Healthcare Corporation) (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time)), mortgages, Uniform Commercial Code financing statements, documents, and instruments, including any fee letters, executed and/or delivered in connection therewith or related thereto) by and among certain Loan Parties, as Tenant, and the "Landlords" thereunder.

"**Voting Stock**": Capital Stock of any Person having ordinary power to vote in the election of members of the board of directors, managers, trustees or other controlling Persons, of such Person (irrespective of whether, at the time, Capital Stock of any other class or classes of such entity shall have or might have voting power by reason of the occurrence of any contingency).

"**VSR Lease Default**": an "Event of Default" (as such term is defined in the VSR Leases) has occurred.

"**VSR Leases**": the collective reference to the Sandy River Lease and/or the Ventas Lease, individually or collectively, as the context may require.

"**Waivable Mandatory Prepayment**": as defined in Section 2.8(g).

"**Welltower**": as defined in the recitals hereto.

"**Welltower Leases**": the collective reference to the Dynasty Lease and/or the Tang Lease, individually or collectively, as the context may require.

"**Welltower Lender**": as defined in the preamble hereto.

"**Wholly-Owned**": as to any Person, a Subsidiary of such person all of the outstanding Capital Stock of which (other than director's qualifying shares) are owned by such Person or by one or more Wholly-Owned Subsidiaries of such Person.

"**Withdrawal Liability**": at any time, any liability incurred (whether or not assessed) by any ERISA Affiliate and not yet satisfied or paid in full at such time with respect to any Multiemployer Plan pursuant to Section 4201 of ERISA.

"**Write-Down and Conversion Powers**": with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

1.2 Other Definitional Provisions. (a) Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in the other Loan Documents or any certificate or other document made or delivered pursuant hereto or thereto.

(b) As used herein and in the other Loan Documents, and any certificate or other document made or delivered pursuant hereto or thereto, (i) accounting terms relating to the Parent Companies, Borrower and their Subsidiaries not defined in Section 1.1 and accounting terms partly defined in Section 1.1, to the extent not defined, shall have the respective meanings given to them under GAAP, (ii) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation", and (iii) references to agreements or other Contractual Obligations shall, unless otherwise specified, be deemed to refer to such agreements or Contractual Obligations as amended, supplemented, restated or otherwise modified, extended, replaced or refinanced from time to time (subject to any restrictions or qualifications on such amendments, restatements, supplements, restatements, modifications, extensions, replacements or refinancings set forth herein or in any Loan Documents). Notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to in Section 7 shall be made, without giving effect to any election under Statement of Financial Accounting Standards 159 (or any other Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of any Loan Party or any Subsidiary of any Loan Party at "fair value."

(c) [Reserved].

(d) The words "hereof", "herein" and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Annex, Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(e) The term "license" shall include sub-licenses.

(f) The term "lease" shall include sub-leases.

(g) For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person in a Disposition, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Capital Stock at such time.

(h) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

SECTION 2 AMOUNT AND TERMS OF COMMITMENTS

2.1 Commitments. Subject to the terms and express conditions set forth herein and in the DIP Orders, each Lender having a Commitment severally and not jointly agrees to make Loans during the Availability Period to the Borrower in no more than two borrowings (each, a "**Borrowing**"), which Loans in the aggregate with respect to any Lender will not exceed such Lender's Commitment and in the aggregate will not exceed the aggregate Commitments as in effect as of the Closing Date. The first Borrowing of Loans will be in amount equal to $12,000,000 (the "**Initial Borrowing**"). The final Borrowing of Loans will be in an amount no greater than $18,000,000 (the "**Final Borrowing**"). Upon a Lender's funding of a Loan, such Lender's Commitment with respect to such Loan shall be permanently reduced by the amount of such Loan. Amounts repaid or prepaid in respect of any Loans may not be reborrowed. For the avoidance of doubt, once funded, the Loans incurred under the Initial Borrowing and the Final Borrowing shall, for all purposes of this Agreement and the other Loan Documents, constitute a single fungible tranche of Loans.

2.2 [Reserved].

2.3 [Reserved].

2.4 [Reserved].

2.5 Repayment of Loans – Generally. (a) Borrower hereby unconditionally promises to pay to the Administrative Agent the principal amount of each outstanding Loan of each Lender on the Maturity Date (or on such earlier date on which the Loans become due and payable pursuant to Section 8). Borrower hereby further agrees to pay interest on the unpaid principal amount of the Loans made to Borrower from time to time outstanding from the Closing Date until payment in full thereof at the rates per annum, and on the dates, set forth in Section 2.11.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing indebtedness of Borrower to such Lender resulting from each Loan of such Lender from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time under this Agreement.

(c) The Administrative Agent, on behalf of Borrower, shall maintain the Register pursuant to Section 10.6(b)(iv), and a subaccount therein for each Lender, in which shall be recorded (A) the amount of each Loan made hereunder and any Note evidencing such Loan, (B) the amount of any principal, interest and fees, as applicable, due and payable or to become due and payable from Borrower to each Lender hereunder and (C) the amount of any sum received by the Administrative Agent hereunder from Borrower and each Lender's share thereof.

(d) The entries made in the Register and the accounts of each Lender maintained pursuant to Section 2.5(c) shall, to the extent permitted by applicable law, be conclusive absent manifest error, and the Lenders shall treat each registered holder as the owner of such Loan for all purposes of this Agreement, notwithstanding any notice to the contrary.

(e) Any Lender may request that the Loans made by it be evidenced by a promissory note. In such event, Borrower shall prepare, execute and deliver to such Lender a promissory note payable to such Lender or its registered assigns and in form and substance reasonably acceptable to the Required Lenders. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 10.6) be represented by one or more promissory notes in such form payable to the payee named therein and its registered assigns.

2.6 Fees, etc.

(a) Borrower agrees to pay to the Administrative Agent the fees in the amounts and on the dates as set forth in any fee agreements.

(b) The Borrower agrees to pay to the Administrative Agent, for the ratable account of each of the Lenders on the Closing Date, (i) a non-refundable fee equal to 2.0% of the Commitments, which fee shall be earned, due and payable in kind in the form of additional Loans on the Closing Date (the "***Upfront Fee***"); *provided* that the Upfront Fee shall be automatically capitalized as additional principal amounts of Loans upon the occurrence of the Closing Date and (ii) on the Maturity Date, a non-refundable fee equal to 4.0% of the initial Commitments on the Closing Date, which fee shall be earned on the Closing Date and be due and payable in cash on the Maturity Date (the "***Exit Fee***"); *provided*, however, if the Maturity Date has occurred solely as a result of the occurrence and continuation of an Event of Default, then the Exit Fee shall not be payable until the Obligations have been accelerated by the Lenders.

2.7 Optional Prepayments. (a) Borrower may at any time prepay the Loans, in whole or in part, subject to Section 2.14(i), but otherwise without premium or penalty, upon irrevocable notice (provided that such notice may be conditioned on receiving proceeds of any refinancing or Disposition), in form and substance reasonably acceptable to the Required Lenders, delivered to the Administrative Agent no later than 3:00 P.M., New York City time, one Business Day prior thereto, which notice shall specify the date and amount of prepayment. Upon receipt of any such notice the Administrative Agent shall promptly notify each relevant Lender thereof. If any such notice is given, the amount specified in such notice shall be due and payable on the date specified therein, together with accrued interest to such date on the amount prepaid. Partial prepayments of Loans shall be in an aggregate principal amount of $500,000 or a whole multiple of $500,000 in excess thereof, and shall be subject to the provisions of Section 2.14.

(b) Amounts to be applied in connection with prepayments pursuant to this Section shall be applied to the Obligations in accordance with Section 2.14. Each prepayment of Loans under this Section shall be accompanied by accrued interest to the date of such prepayment on the amount prepaid.

2.8 Mandatory Prepayments. (a) Subject to the DIP Orders and Section 2.21 of this Agreement, if any Indebtedness (other than any Indebtedness permitted to be incurred in accordance with Section 7.1) shall be incurred by the Parent Companies, Borrower or any of the Restricted Subsidiaries, Borrower shall pay an amount equal to 100% of the Net Cash Proceeds of such Indebtedness within three Business Days of the date of receipt thereof to the Administrative Agent to be applied to the Obligations in accordance with Section 2.14.

(b) Subject to the DIP Orders and Section 2.21 of this Agreement, the Borrower shall pay an amount equal to 100% of the Net Cash Proceeds received by Ultimate Parent or any Restricted Subsidiary from an issuance (directly or indirectly and whether in the form of actual issuance or increase in Capital Stock) to any Person that is not a Loan Party of Capital Stock of (x) any Restricted Subsidiary of the Borrower to the extent the Capital Stock therein constitutes, or is required to constitute, Collateral hereunder (including for the avoidance of doubt any Capital Stock of any Ancillary Company) and (y) any Restricted Subsidiary to the extent that either (i) the Capital Stock of any Ancillary Company or (ii) a material portion of the assets of any Ancillary Company have been sold or otherwise transferred to such Restricted Subsidiary, to the Administrative Agent substantially concurrently with the receipt of such Net Cash Proceeds to be applied to the Obligations in accordance with Sections 2.8(f) and 2.14.

(c) Subject to the DIP Orders and Section 2.21 of this Agreement, the Borrower shall pay an amount equal to 100% of the Net Cash Proceeds of any Asset Sale (other than issuances of Capital Stock, which shall be governed by Section 2.8(b)) or any Recovery Event to the Administrative Agent within three Business Days of the receipt of such Net Cash Proceeds, to be applied to the Obligations in accordance with Sections 2.8(f) and 2.14 (an "**Asset Sale Paydown**"); provided, however, that no corresponding Asset Sale Paydown shall be required on account of (i) any Asset Sale that is of ABL Priority Collateral; (ii) any Recovery Event that is of ABL Priority Collateral, or (iii) any Recovery Event that is of Landlord Collateral.

(d) Subject to the DIP Orders and Section 2.21 of this Agreement, the Borrower shall pay an amount equal to 100% of the Net Cash Proceeds of any recovery received by Ultimate Parent or any Restricted Subsidiary on account of any claims or causes of action commenced, brought, conducted or heard by or before any Governmental Authority or arbitrator.

(e) [Reserved].

(f) [Reserved].

(g) Amounts to be applied in connection with prepayments pursuant to Section 2.8 shall be applied to the Obligations in accordance with Section 2.14.

(h) Anything contained herein to the contrary notwithstanding, so long as any Loans are outstanding, in the event Borrower is required to make any mandatory prepayment under Section 2.8(b), (c) or (d) (each, a "**Waivable Mandatory Prepayment**"), not less than five

Business Days prior to the date (the "**Required Prepayment Date**") on which Borrower is required to make such Waivable Mandatory Prepayment, Borrower shall notify the Administrative Agent of the amount of such prepayment, and the Administrative Agent will promptly thereafter notify each Lender holding an outstanding Loan of the amount of such Lender's applicable share of such Waivable Mandatory Prepayment and such Lender's option to refuse such amount. Each such Lender shall give written notice to Borrower and the Administrative Agent of its election to do so on or before two Business Days prior to the Required Prepayment Date (it being understood that any Lender which does not notify Borrower and the Administrative Agent of its election to exercise such option on or before two Business Days prior to the Required Prepayment Date shall be deemed to have elected, as of such date, not to exercise such option). The Administrative Agent shall notify Borrower at least one Business Day prior to the Required Prepayment Date of the decision of the Lenders. If all of the Lenders unanimously agree to exercise their options to refuse such Waivable Mandatory Prepayment, then the amount of the Waivable Mandatory Prepayment shall be retained by Borrower and used by Borrower for working capital and other general corporate purposes. If any Lender does not agree to exercise their option to refuse such Waivable Mandatory Prepayment, then Borrower shall make a prepayment of the Loans in the amount of Waivable Mandatory Prepayment, which prepayment shall be applied in accordance with Section 2.14.

(i) [Reserved].

(j) [Reserved].

2.9 [Reserved].

2.10 [Reserved].

2.11 Interest Rates and Payment Dates. (a) Each Loan shall bear interest at a rate per annum equal to 15.0%.

(b) [Reserved].

(c) If (i) all or a portion of the principal amount of any Loan shall not be paid when due (whether at the stated maturity, by acceleration or otherwise) or (ii) all or a portion of any interest payable on any Loan or other amount payable hereunder shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), such overdue amount shall bear interest at a rate per annum equal to the rate that would otherwise be applicable thereto pursuant to the foregoing provisions of this Section plus 2.0%, from the date of such non-payment until such amount is paid in full (as well after as before judgment).

(d) Interest shall be payable by Borrower in arrears on each Interest Payment Date in the form of PIK Interest, and such PIK Interest shall be added to the aggregate principal balance of the Loans in arrears on the applicable Interest Payment Date; provided that interest accruing pursuant to paragraph (c) of this Section shall be payable from time to time on demand except as otherwise provided therein.

2.12 Computations of Interest and Fees. All computations of interest and of fees shall be made by the Administrative Agent on the basis of a year of 365/366 days for the actual number

of days (including the first day but excluding the last day) occurring in the period for which such interest and fees are payable. Each determination of an interest rate or the amount of a fee hereunder shall be made by the Administrative Agent and shall be conclusive, binding and final for all purposes, absent manifest error.

2.13 [Reserved].

2.14 Pro Rata Treatment and Payments. (a) Each borrowing by Borrower from the Lenders hereunder and each payment by Borrower shall be made pro rata according to the respective Loan Percentages of the relevant Lenders in respect of each tranche of the Loans (subject, in the case of mandatory prepayments under Section 2.8(h), to any agreement of the relevant Lenders to a different allocation of which Borrower has been given written notice by the Administrative Agent). Each payment (including prepayments) in respect of principal, interest or fees in respect of Loans shall be applied pro rata among tranches of Loans. Except as set forth in Section 2.11, each payment (including prepayments) in respect of principal or interest in respect of any tranche of the Loans and each payment in respect of fees payable hereunder shall be applied to the amounts of such obligations owing to the Lenders with respect to such tranche, pro rata according to the respective amounts then due and owing to such Lender (subject, in the case of mandatory prepayments under Section 2.8(h), to any agreement of the relevant Lenders to a different allocation of which Borrower has been given written notice by the Administrative Agent); provided that the provisions of this sentence shall not be construed to apply to any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant. Following each mandatory prepayment, the Lenders will provide the Borrower with the total amount of outstanding principal on the Loans held by each of the Lenders, after giving effect to such prepayment.

(b) Payments. Borrower shall make each payment under any Loan Document not later than 2:00 P.M., New York City time, on the day when due to the Administrative Agent by wire transfer to the following account (or at such other account or by such other means to such other address as Administrative Agent shall have notified Borrower in writing within a reasonable time prior to such payment) in immediately available Dollars and without setoff or counterclaim:

Bank Name: KeyBank

Address: 127 Public Square, Cleveland, OH 44114

ABA #: 041001039

Account #: 353321001011

Account Name: Welltower OP LLC

(c) Payment Dates. If any payment hereunder becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day. In the case of any extension of any payment of principal pursuant to the preceding sentence, interest thereon shall be payable at the then applicable rate during such extension.

(d) Advancing Payments. (i) Unless the Administrative Agent shall have been notified in writing by any Lender prior to a borrowing that such Lender will not make the amount that would constitute its share of such borrowing available to the Administrative Agent, the Administrative Agent may assume that such Lender is making such amount available to the Administrative Agent, and the Administrative Agent may, in reliance upon such assumption, make available to Borrower a corresponding amount. If such amount is not made available to the Administrative Agent by the required time on the Borrowing Date therefor, such Lender shall pay to the Administrative Agent on demand, such amount with interest thereon, at a rate equal to the greater of (i) the Federal Funds Effective Rate and (ii) a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, for the period until such Lender makes such amount immediately available to the Administrative Agent. A certificate of the Administrative Agent submitted to any Lender with respect to any amounts owing under this paragraph shall be presumptively correct in the absence of manifest error. If such Lender's share of such borrowing is not made available to the Administrative Agent by such Lender within three Business Days after such Borrowing Date, the Administrative Agent shall give notice of such fact to Borrower and the Administrative Agent shall also be entitled to recover such amount with interest thereon at the rate per annum applicable to Loans under the relevant Facility, on demand, from Borrower. If Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to Borrower the amount of such interest paid by Borrower for such period. If such Lender pays its share of the applicable borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such borrowing.

(ii) Unless the Administrative Agent shall have been notified in writing by Borrower prior to the date of any payment due to be made by Borrower hereunder that Borrower will not make such payment to the Administrative Agent, the Administrative Agent may assume that Borrower is making such payment, and the Administrative Agent may, but shall not be required to, in reliance upon such assumption, make available to the relevant Lenders their respective pro rata shares of a corresponding amount. If such payment is not made to the Administrative Agent by Borrower within three Business Days after such due date, the Administrative Agent shall be entitled to recover, on demand, from each relevant Lender to which any amount which was made available pursuant to the preceding sentence, such amount with interest thereon at the rate per annum equal to the daily average Federal Funds Effective Rate. Nothing herein shall be deemed to limit the rights of the Administrative Agent or any Lender against Borrower.

(e) Application of Voluntary Prepayments. Unless otherwise provided in this Section or elsewhere in any Loan Document, all payments and any other amounts received by an Administrative Agent from or for the benefit of Borrower shall be applied to repay the Obligations Borrower designates. Amounts repaid or prepaid pursuant to this clause (e) or clause (f) below on account of the Loans may not be reborrowed.

(f) Application of Mandatory Prepayments. Subject to the provisions of clause (g) below with respect to the application of payments during the continuance of an Event of Default, any payment made by Borrower to an Agent pursuant to Section 2.8 or any other prepayment of the Obligations required to be applied in accordance with this clause (f) shall be

applied: first, to repay the outstanding principal balance of the Loans until paid in full in accordance with Section 2.14(h), and second, the excess (if any) shall be retained by Borrower.

(g) Application of Payments During an Event of Default. Notwithstanding anything herein to the contrary, following the occurrence and during the continuance of an Event of Default, and notice thereof to the Administrative Agent by Borrower or any of the Required Lenders, all payments received on account of the Obligations shall be applied by the Administrative Agent as follows (subject, in all respects, to the Carve-Out and the other terms of the DIP Orders):

first, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts payable to the Administrative Agent in its capacity as such;

second, to payment of that portion of the Obligations constituting fees, indemnities and other amounts payable to the Lenders (including fees and disbursements and other charges of counsel) arising under the Loan Documents, ratably among them in proportion to the respective amounts described in this clause second payable to them;

third, to payment of that portion of the Obligations constituting accrued and unpaid interest on the Loans, ratably among the Lenders in proportion to the respective amounts described in this clause third payable to them;

fourth, to payment of that portion of the Obligations constituting unpaid principal of the Loans;

fifth, to the payment of any Obligations that are due and payable to Defaulting Lenders, ratably among such Defaulting Lenders in proportion to the respective amounts described in this clause fifth payable to them;

sixth, to the payment in full of all other Obligations, in each case ratably among the Administrative Agent and the Lenders based upon the respective aggregate amounts of all such Obligations owing to them in accordance with the respective amounts thereof then due and payable; and

finally, the balance, if any, after all Obligations have been paid in full, to Borrower or as otherwise required by Law or the DIP Orders.

Amounts shall be applied to each category of Obligations set forth above until paid in full and then to the next category. If amounts are insufficient to satisfy a category, they shall be applied on a pro rata basis among the Obligations in that category. The allocations set forth in this Section 2.14(g) are solely to determine the rights and priorities of the Administrative Agent and the Lenders as among themselves, may be changed by agreement among the Administrative Agent and all of the Lenders without the consent of any Loan Party. Appropriate adjustments shall be made with respect to payments from other Loan Parties to preserve the allocation to Obligations otherwise set forth above in this Section 2.14(g). This Section 2.14(g) is not for the benefit of or enforceable by any Loan Party.

(h) Application of Payments Generally. Each optional prepayment on account of principal of and interest on the Loans pursuant to Section 2.7 shall be applied to any installments thereof as Borrower shall determine. Each mandatory prepayment on account of principal of and interest on the Loans pursuant to Sections 2.8(a), (b), (c) and (d) shall be applied first, to the payment required to be made on the Maturity Date and second, to the remaining scheduled installments of principal in inverse order of maturity. If sufficient amounts are not available to pay in cash all outstanding Obligations described in any priority level set forth in this Section, the available amounts shall be applied, unless otherwise expressly specified herein, to such Obligations ratably based on the proportion of the Secured Parties' interest in such Obligations. Any priority level set forth in this Section that includes interest shall include all such interest, whether or not accruing after the filing of any petition in bankruptcy or the commencement of any insolvency, reorganization or similar proceeding, and whether or not a claim for post-filing or postpetition interest is allowed in any such proceeding. While an Event of Default is continuing, any payments or prepayments received by Administrative Agent shall be applied under Section 2.14(g).

(i) [Reserved].

2.15 Requirements of Law.

(a) [Reserved].

(b) If any Lender shall have determined that the adoption of or any change in any Requirement of Law regarding capital adequacy or liquidity or in the interpretation or application thereof or compliance by such Lender or such Lender's holding company with any request or directive regarding capital adequacy (whether or not having the force of law) from any Governmental Authority made, in each case, subsequent to the Closing Date shall have the effect of reducing the rate of return on such Lender's or such holding company's capital or liquidity as a consequence of its obligations hereunder to a level below that which such Lender or such Lender's holding company could have achieved but for such adoption, change or compliance (taking into consideration such Lender's or such holding company's policies with respect to capital adequacy) by an amount deemed in good faith by such Lender to be material, then from time to time, after submission by such Lender to Borrower (with a copy to the Administrative Agent) of a reasonably detailed written request therefor (consistent with the detail provided by such Lender to similarly situated borrowers), Borrower shall pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for such reduction.

(c) A certificate as to any additional amounts payable pursuant to this Section submitted by any Lender to Borrower (with a copy to the Administrative Agent) with reasonable detail demonstrating how such amounts were derived shall be presumptively correct in the absence of manifest error. Notwithstanding anything to the contrary in this Section, Borrower shall not be required to compensate a Lender pursuant to this Section for any amounts incurred more than six months prior to the date that such Lender notifies Borrower of such Lender's intention to claim compensation therefor; provided that if the circumstances giving rise to such claim have a retroactive effect, then such six-month period shall be extended to include the period of such retroactive effect. The obligations of Borrower pursuant to this Section shall survive the termination of this Agreement and the payment of the Obligations.

(d) Notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements and directives thereunder, issued in connection therewith or in implementation thereof and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case, pursuant to Basel III, shall in each case be deemed to be a change in a Requirement of Law, regardless of the date enacted, adopted, issued or implemented.

2.16 Taxes. (a) All payments made by or on behalf of Borrower or any Guarantor under this Agreement shall be made free and clear of, and without deduction or withholding for or on account of, any Taxes, as of the Closing Date or thereafter imposed, levied, collected, withheld or assessed by any Governmental Authority responsible for administering taxes, excluding (i) Taxes imposed on or measured by net income (however determined), franchise Taxes, and branch profits taxes, in each case (A) imposed on the Administrative Agent or any Lender as a result of a present, former or future connection between the Administrative Agent or such Lender and the jurisdiction of the Governmental Authority imposing such Tax or any political subdivision or taxing authority thereof or therein (other than any such connection arising solely from the Administrative Agent or such Lender having executed, delivered or performed its obligations or received a payment under, or enforced, this Agreement or any other Loan Document), or (B) imposed as a result of the Administrative Agent or any Lender being organized under the laws of or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof); (ii) any United States withholding Tax that (A) is imposed on amounts payable to a Lender at the time such Lender becomes a party to this Agreement or designates a new lending office (other than pursuant to a request by Borrower under Sections 2.19 or 2.20 of this Agreement), except to the extent that such Lender (or its assignor, if any) was entitled at the time of designation of a new lending office (or assignment), to receive additional amounts from Borrower with respect to such withholding Tax pursuant to this Section or (B) or is attributable to such Lender's failure to comply with Section 2.16(d) and Section 2.16(e), and (iii) any United States withholding Tax imposed under FATCA (together the amounts described in clauses (i)-(iii) are the "**Excluded Taxes**"). If any such Taxes that are not Excluded Taxes (the "**Non-Excluded Taxes**") or Other Taxes are required to be withheld from any amounts payable by or on behalf of Borrower or any Guarantor hereunder, the amounts payable by Borrower or such Guarantor shall be increased to the extent necessary to yield the Administrative Agent or such Lender (after deduction or withholding of all Non-Excluded Taxes and Other Taxes) interest or any such other amounts payable hereunder at the rates or in the amounts specified in this Agreement.

(b) Borrower shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent, timely reimburse the Administrative Agent for payment of any Other Taxes.

(c) Whenever any Non-Excluded Taxes or Other Taxes are payable by Borrower, as promptly as possible thereafter Borrower shall send to the Administrative Agent for the account of the Administrative Agent or the relevant Lender, as the case may be, a certified copy of an original official receipt received by Borrower showing payment thereof if such receipt

is obtainable, or, if not, other reasonable evidence of payment satisfactory to the Administrative Agent.

(d) Each Lender that is not a United States person (as such term is defined in Section 7701(a)(30) of the Code) (a "**Non-U.S. Lender**") shall deliver to Borrower and the Administrative Agent (or, in the case of a Participant, to Borrower and to the Lender from which the related participation shall have been purchased) (i) two accurate and complete signed copies of IRS Form W-8ECI, W-8EXP, W-8BEN or W-8BEN-E (claiming benefits under an applicable treaty) or W-8IMY (together with any applicable underlying forms), whichever is applicable, (ii) in the case of a Non-U.S. Lender claiming exemption from United States federal withholding tax under Section 871(h) or 881(c) of the Code with respect to payments of "portfolio interest", a statement in form and substance reasonably acceptable to the Required Lenders and two accurate and complete signed copies of IRS Form W-8BEN or W-8BEN-E, or any subsequent versions or successors to such forms, in each case properly completed and duly executed by such Non-U.S. Lender. Such forms shall be delivered by each Non-U.S. Lender on or before the date it becomes a party to this Agreement (or, in the case of any Participant, on or before the date such Participant purchases the related participation), and from time to time thereafter upon the reasonable request of Borrower or the Administrative Agent. In addition, each Non-U.S. Lender shall deliver such forms promptly upon the obsolescence or invalidity of any form previously delivered by such Non-U.S. Lender. Notwithstanding any other provision of this paragraph, a Non-U.S. Lender shall not be required to deliver any form pursuant to this paragraph that such Non-U.S. Lender is not legally able to deliver.

(e) Each Lender that is a United States person (as such term is defined in Section 7701(a)(30) of the Code) (a "**U.S. Lender**") shall deliver to Borrower and the Administrative Agent two accurate and complete signed copies of IRS Form W-9, or any subsequent versions or successors to such form. Such forms shall be delivered by each U.S. Lender on or before the date it becomes a party to this Agreement, and from time to time thereafter upon the reasonable request of Borrower or the Administrative Agent. In addition, each U.S. Lender shall deliver such forms promptly upon the obsolescence or invalidity of any form previously delivered by such U.S. Lender.

(f) Borrower shall indemnify the Administrative Agent and any Lender, within 30 days after the written demand therefor, for the full amount of any Non-Excluded Taxes or Other Taxes (including any Non-Excluded Taxes or Other Taxes imposed or asserted on amounts payable under this Section) payable or paid by the Administrative Agent or Lender or required to be withheld or deducted from a payment to the Administrative Agent or Lender and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes are correctly or legally asserted by the relevant Governmental Authority. A certificate as to the amount of such amount or liability delivered to Borrower by a Lender (with a copy to the Administrative Agent) or by the Administrative Agent on its behalf of on behalf of a Lender, shall be conclusive absent manifest error.

(g) If any Secured Party determines, in good faith, that it has received a refund of any Non-Excluded Taxes or Other Taxes as to which it has been indemnified by Borrower or with respect to which Borrower have paid additional amounts pursuant to this Section, it shall promptly pay over such refund to Borrower (but only to the extent of indemnity payments made,

or additional amounts paid, by Borrower under this Section with respect to the Non-Excluded Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of the Administrative Agent or such Lender and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided that Borrower, upon the request of the Administrative Agent or such Lender, agrees to repay the amount paid over to Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (g), in no event will the Administrative Agent or Lender be required to pay any amount to Borrower pursuant to this paragraph (g) the payment of which would place the Lender or the Administrative Agent in a less favorable net after-Tax position than the Lender or the Administrative Agent would have been in if the indemnification payments or additional amounts giving rise to such refund had never been paid. This paragraph shall not be construed to require the Administrative Agent or any Lender to make available its Tax Returns (or any other information relating to its Taxes which it deems confidential) to Borrower or any other Person.

(h) Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Non-Excluded Taxes attributable to such Lender (but only to the extent that Borrower has not already indemnified the Administrative Agent for such Non-Excluded Taxes and without limiting the obligation of Borrower to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 10.6 relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (h). The agreements in this paragraph (h) shall survive the resignation and/or replacement of the Administrative Agent.

(i) If a payment made to a Lender under any Loan Document would be subject to U.S. Federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to Borrower and the Administrative Agent at the time or times prescribed by Law and at such time or times reasonably requested by Borrower or the Administrative Agent such documentation prescribed by applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by Borrower or the Administrative Agent as may be necessary for Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this paragraph, FATCA shall include any amendments made to FATCA after the date of this Agreement.

(j) The agreements in this Section shall survive the termination of this Agreement and the payment of the Obligations.

(k) Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify Borrower and the Administrative Agent in writing of its legal inability to do so.

2.17 Defaulting Lenders. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as such Lender is no longer a Defaulting Lender, to the extent permitted by applicable law:

(a) Waivers and Amendments. Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement is restricted as set forth in the definition of Required Lenders.

(b) Reallocation of Payments. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Section 8 or otherwise), will be applied at such time or times as may be determined by the Administrative Agent as follows:

(i) *first*, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder;

(ii) *second*, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and

(iii) *third*, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction.

Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender pursuant to this Section 2.17(b) will be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

2.18 [Reserved].

2.19 Mitigation of Costs; Change of Lending Office. Each Lender agrees that, upon the occurrence of any event giving rise to the operation of Section 2.15 or 2.16(a) with respect to such Lender, it will, if requested by Borrower, use reasonable efforts (subject to overall policy considerations of such Lender) to designate another lending office for any Loans affected by such event with the object of avoiding the consequences of such event; provided that no such designation is made on terms that, in the sole judgment of such Lender, subject such Lender and its lending office(s) to any unreimbursed costs or are otherwise disadvantageous to such Lender and its lending office(s); provided further that nothing in this Section shall affect or postpone any of the obligations of Borrower or the rights of any Lender pursuant to Section 2.15 or 2.16(a).

2.20 Replacement of Lenders. Borrower shall be permitted to replace with a financial institution any Lender that (a) requests reimbursement for amounts owing pursuant to Section 2.15 or 2.16, (b) defaults in its obligation to make Loans hereunder, or (c) that has refused to consent to any waiver or amendment with respect to any Loan Document that requires the consent of each Lender directly affected thereby or of each Lender and has been consented to by the Required Lenders; provided that (i) such replacement does not conflict with any Requirement of Law, (ii) the replacement financial institution shall purchase, at par, all Loans and other amounts owing to such replaced Lender on or prior to the date of replacement, (iii) the replacement financial institution, if not already a Lender, shall be reasonably satisfactory to the Administrative Agent to the extent that an assignment to such replacement financial institution of the rights and obligations being acquired by it would otherwise require the consent of the Administrative Agent pursuant to Section 10.6(b), (iv) the replaced Lender shall be obligated to make such replacement in accordance with the provisions of Section 10.6, (v) Borrower shall pay all additional amounts (if any) required pursuant to Section 2.15 or 2.16, as the case may be, in respect of any period prior to the date on which such replacement shall be consummated, (vi) if applicable, the replacement financial institution shall consent to such amendment or waiver, (vii) in the case of any such assignment resulting from a claim for reimbursement under Section 2.15 or Section 2.16, such assignment will result in a reduction in such reimbursement thereafter; (viii) any such replacement shall not be deemed to be a waiver of any rights that Borrower, the Administrative Agent or any other Lender shall have against the replaced Lender, and (ix) the replacement financial institution shall be an Eligible Assignee.

2.21 Nature of Obligations and Administrative Agent's Liens; Payment of Obligations.

(a) The priority of the Obligations and the Administrative Agent's Liens on the Collateral, claims and other interests shall be junior to the liens on the Collateral securing the obligations under the Prepetition Term Loan Agreement and the ABL Credit Agreement, the WELL/OHI Master Lease Liens, the HUD Lender Liens, the Rochester Manor HUD Liens, and the Other Landlord Liens (each as defined in the DIP Orders) and, with respect to the Loan Parties, shall be as set forth in the DIP Orders. Without limiting the generality of the foregoing, in the event that any Net Cash Proceeds are required to be paid by any Loan Party to the Administrative Agent to be applied to the Obligations pursuant to Section 2.8 hereof or otherwise, and such Net Cash Proceeds are also required to be paid by such Loan Party pursuant to such Loan Party's obligations under the Prepetition Term Loan Agreement or the ABL Credit Agreement, Administrative Agent and the Lenders acknowledge and agree that such Loan Party shall satisfy such payment obligations under the Prepetition Term Loan Agreement and the ABL Credit Agreement prior to satisfying its payment obligations under this Agreement, and any of such Net Cash Proceeds paid by any such Loan Party under the Prepetition Term Loan Agreement and the ABL Credit Agreement shall be deducted from the Net Cash Proceeds otherwise required to be prepaid pursuant to Section 2.8 hereof.

(b) Subject to the applicable provisions of the DIP Orders, upon the maturity (whether by acceleration or otherwise) of any of the Obligations under this Agreement or any of the other Loan Documents, the Administrative Agent and the Lenders shall be entitled to immediate payment of such Obligations in full in cash without application to or order of the Bankruptcy Court.

2.22 Nature and Extent of Borrower's Liability. Borrower hereby subordinates any claims, including any rights at law or in equity to payment, subrogation, reimbursement, exoneration, contribution, indemnification or set off, that it may have at any time against any other Loan Party, howsoever arising, to the satisfaction in full of all Obligations (other than contingent indemnification obligations not yet due and payable).

SECTION 3 REPRESENTATIONS AND WARRANTIES

To induce the Agents and the Lenders to enter into this Agreement and to make the Loans, each of the Parent Companies and Borrower hereby jointly represents and warrants (as to itself and each of its Subsidiaries) to the Agents and each Lender, which representations and warranties shall be deemed made on the Closing Date (immediately after giving effect to the Bankruptcy Transactions) and on the date of each borrowing of Loans hereunder, that:

3.1 Corporate Existence; Compliance with Law. (a) Except as set forth on Schedule 3.1(a), each Loan Party and each of its Restricted Subsidiaries (i) is duly and solely organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (ii) is duly qualified to do business as a foreign entity and in good standing under the laws of each jurisdiction where such qualification is necessary, except where the failure to be so qualified or in good standing would not, in the aggregate, reasonably be expected to have a Material Adverse Effect, (iii) subject to the Bankruptcy Court's authority, has all requisite power and authority and the legal right to own, pledge, mortgage and operate its property, to lease or sublease any property it operates under a Lease or sublease, as applicable, and to conduct its business as now or currently proposed to be conducted, except where the failure to do so would not reasonably be expected to have a Material Adverse Effect, (iv) is in compliance with all applicable Requirements of Law and Healthcare Laws, except where the failure to be in compliance would not reasonably be expected to have a Material Adverse Effect, and (v) has all necessary Permits and Primary Licenses from or by, has made all necessary filings with, and has given all necessary notices to, each Governmental Authority having jurisdiction, to the extent required for such ownership, lease, sublease, operation, occupation or conduct of business, except where the failure to obtain such Permits and Primary Licenses, make such filings or give such notices, in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

(b) Except as set forth on Schedule 3.1(b), each Healthcare Facility (i) is being operated or managed as an assisted living, skilled nursing or independent living facility, (ii) is in conformance in all material respects with all insurance, reimbursement and cost reporting requirements, and (iii) is in compliance with all applicable Requirements of Law and Healthcare Laws (giving effect to any waivers thereof currently in place), including all Primary Licenses, except, in each case, where the failure to be in conformance or compliance would not reasonably be expected to have a Material Adverse Effect. Notwithstanding the foregoing, each Healthcare Facility that bills a federal health care program has a provider agreement that is in full force and effect under Medicare and/or Medicaid, except where the failure to do so would be limited to one or more Healthcare Facilities accounting in the aggregate for less than 5% of Consolidated EBITDAR of GHLLC. There is no threatened in writing, existing or pending revocation, suspension, termination, probation, restriction, limitation, or nonrenewal proceeding by any Third-Party Payor Program, to which any Loan Party or any Restricted Subsidiary may presently be subject, except as could not reasonably be expected to have a Material Adverse Effect.

(c) Except as set forth on Schedule 3.1(c), all Primary Licenses necessary for using and operating the Healthcare Facilities for the uses described in clause (b), above, are either held by the Loan Parties or the Subsidiaries, or in the name of the applicable Loan Party or Subsidiary, as required under applicable Requirements of Law, and are in full force and effect, unless failure to have same could not reasonably be expected to have a Material Adverse Effect.

(d) To the Loan Parties' knowledge, with respect to any Healthcare Facility, there are no proceedings by any Governmental Authority or notices thereof that are reasonably likely directly or indirectly, or with the passage of time (i) to have a material adverse impact on the Loan Parties' or the Subsidiaries' ability to accept and/or retain patients or residents or operate such Healthcare Facility for its current use or result in the imposition of a fine, a sanction, a lower rate certification or a lower reimbursement rate for services rendered to eligible patients or residents, except to the extent that the same could not reasonably be expected to have a Material Adverse Effect, and, with respect to the Loan Parties' or the Subsidiaries' ability to accept and/or retain patients or residents or operate such Healthcare Facility, reimbursement for which is provided under Medicare or Medicaid, except to the extent that the same could not be reasonably likely to have an adverse impact on one or more Healthcare Facilities accounting in the aggregate for more than 5% of the Consolidated EBITDAR of GHLLC, (ii) to modify, limit or result in the transfer, suspension, revocation or imposition of probationary use of any of the Permits or Primary Licenses, other than a transfer of such Permit or Primary License to a new location or to any Loan Party if such Permit or Primary License is not already held by such Loan Party, except to the extent same would not be reasonably likely to have a Material Adverse Effect, or (iii) to affect any Loan Party's or Subsidiary's continued participation in the applicable Third-Party Payor Programs, or any successor programs thereto, except to the extent that the same could not reasonably be expected to have a Material Adverse Effect, and, with respect to any Loan Party's or Subsidiary's continued participation in Medicare or Medicaid, except to the extent that the same could not reasonably be expected to affect one or more Healthcare Facilities accounting in the aggregate for more than 5% of the Consolidated EBITDAR of GHLLC.

(e) With respect to any Healthcare Facility, except as set forth on Schedule 3.1(e), no Healthcare Facility currently has outstanding any violation, and no statement of charges or deficiencies has been made or penalty enforcement action has been undertaken each that remain outstanding against any Healthcare Facility, any Loan Party, any Subsidiary or against any officer, director, partner, member or stockholder of Borrower, by any Governmental Authority, and there have been no violations threatened in writing against any Healthcare Facility's, or any Loan Party's or any Subsidiary's certification for participation in applicable Third-Party Payor Programs that remain open or unanswered except to the extent same could not reasonably be expected to have a Material Adverse Effect and, with respect to any Healthcare Facility's or any Loan Party's certificate for participation in Medicare or Medicaid, except to the extent that the same could not reasonably be expected to affect one or more Healthcare Facilities accounting in the aggregate for more than 5% of the Consolidated EBITDAR of Ultimate Parent.

(f) With respect to any Healthcare Facility, (i) there are no current, pending or outstanding Third-Party Payor Programs reimbursement audits, appeals or recoupment efforts actually pending at any Healthcare Facility and (ii) to the Loan Parties' knowledge, there are no years that are subject to an open audit in respect of any Third-Party Payor Program, other than customary audit rights pursuant to an Insurer's program, which, in the case of clauses (i) and (ii),

could reasonably be expected to have a Material Adverse Effect and, with respect to any such open audit in respect of Medicare or Medicaid (other than customary audit rights pursuant to Medicare or Medicaid), could reasonably be expected to adversely affect one or more Healthcare Facilities accounting in the aggregate for more than 5% of the Consolidated EBITDAR of Ultimate Parent. No Loan Party nor any Subsidiary (i) has received federal funds authorized under the Hill-Burton Act (42 U.S.C. 291, *et seq.*), as it may be amended or (ii) is a participant in any federal or state program whereby any governmental agency may have the right to recover funds by reason of the advance of federal or state funds.

3.2 Loan Documents. (a) Subject to Bankruptcy Court approval, the execution, delivery and performance by each Loan Party of the Loan Documents to which it is a party and the consummation of the other transactions contemplated therein (i) are within such Loan Party's corporate or similar powers and, at the time of execution thereof, have been duly authorized by all necessary corporate and similar action, (ii) do not (A) contravene such Loan Party's organizational or governing documents, (B) violate any applicable Requirement of Law in any material respect, (C) subject to the entry of the DIP Orders and the terms thereof, conflict with, contravene, constitute a default or breach under, or result in or permit the termination or acceleration of, any material Contractual Obligation (including the Material Master Leases) of any Loan Party or any of their Restricted Subsidiaries other than those that (x) have been permanently waived or consented to in writing by the applicable counterparty or (y) would not, in the aggregate, have a Material Adverse Effect or (D) result in the imposition of any Lien (other than a Lien permitted by Section 7.2) upon any property of any Loan Party or any of their Restricted Subsidiaries and (iii) do not require any Permit of, or filing with, any Governmental Authority or any consent of, or notice to, any Person, other than with respect to the Loan Documents and the DIP Orders. The Material Master Leases are valid, binding and enforceable according to their terms.

(b) From and after its delivery to the Administrative Agent, each Loan Document that has been duly executed and delivered to the other parties thereto by each Loan Party thereto, is the legal, valid and binding obligation of such Loan Party and is enforceable against such Loan Party in accordance with its terms except to the extent limited by general principles of equity and by bankruptcy, insolvency, fraudulent conveyance or other similar laws affecting creditors' rights generally.

3.3 Financial Statements. (a) (i) The Audited Financial Statements were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; and (ii) fairly present in all material respects the financial condition of Ultimate Parent and its Subsidiaries, as of the date thereof and their results of operations for the period covered thereby in accordance with GAAP consistently applied throughout the periods covered thereby, except as otherwise expressly noted therein.

(b) The unaudited Consolidated balance sheets with respect to Ultimate Parent dated June 30, 2025, and the related Consolidated statements of income or operations and cash flows for the fiscal quarter ended on that date, in each case, (x) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein, and (y) fairly present in all material respects the financial condition of Ultimate Parent and its Subsidiaries, as of the date thereof and their results of operations for the period

covered thereby, subject, in the case of clauses (x) and (y), to the absence of footnotes and to normal year-end audit adjustments.

(c) The Approved DIP Budget was prepared in good faith on the basis of the assumptions stated therein, which assumptions were believed to be reasonable in light of the conditions existing at the time of delivery of such Approved DIP Budget, it being understood that actual results may vary from such forecasts and that such variations may be material.

3.4 Material Adverse Effect. Since the Petition Date, there have been no events, circumstances, developments or other changes in facts that would, in the aggregate, have a Material Adverse Effect.

3.5 [Reserved].

3.6 Litigation. Except for the Chapter 11 Cases, there are no pending (or, to the knowledge of any Loan Party, threatened) actions, investigations, suits, proceedings, audits, claims, demands, orders or disputes with respect to the period following the Petition Date affecting the Loan Parties or any Restricted Subsidiary with, by or before any Governmental Authority other than those that could not reasonably be expected to, in the aggregate, have a Material Adverse Effect.

3.7 Taxes. Except as set forth on Schedule 3.7 for which reserves shall be established upon the reasonable request of the Administrative Agent and to the extent permitted by the Bankruptcy Code, or for such matters as would not reasonably be expected individually or in the aggregate to cause a Material Adverse Effect, all federal, state, local and foreign income and franchise and other material tax returns, reports and statements (collectively, the "**Tax Returns**") required to be filed by any Loan Party or any Restricted Subsidiary have been filed in its own name with the appropriate Governmental Authorities in all jurisdictions in which such Tax Returns are required to be filed, all such Tax Returns are true and correct in all material respects, and all Taxes, charges and other impositions reflected therein or otherwise due and payable have been paid prior to the date on which any Liability may be added thereto for non-payment thereof except for those contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves are maintained on the books of the appropriate Loan Party or any Restricted Subsidiary in accordance with GAAP. Other than as set forth on Schedule 3.7, no material Tax Return is under audit or examination by any Governmental Authority and no written notice of such an audit or examination or any written assertion of any claim for material Taxes has been given or made by any Governmental Authority. Except as set forth on Schedule 3.7, or for such matters as would not reasonably be expected individually or in the aggregate to cause a Material Adverse Effect, proper and accurate amounts have been withheld by each Loan Party or any Restricted Subsidiary from their respective employees for all periods in full and complete compliance with the Tax, social security and unemployment withholding provisions of applicable Requirements of Law and such withholdings have been timely paid to the respective Governmental Authorities. No Tax Affiliate has participated in a "reportable transaction" within the meaning of Treasury Regulation Section 1.6011-4(b) or has been a member of an affiliated, combined or unitary group other than the group of which a Tax Affiliate is the common parent.

Borrower is treated as a partnership for U.S. federal income tax purposes and for all applicable state income tax purposes and has not made any election to be treated as an association taxable as a corporation under the Code or under any corresponding provision of federal, state or local tax law.

To the extent required to be paid on or prior to the Closing Date, all Other Taxes required to be paid in connection with the granting of the security interest under the Loan Documents have been paid or will be paid on the Closing Date.

The issuer of the Loans for U.S. federal income tax purposes is a partnership or a disregarded entity of a partnership for U.S. federal income tax purposes.

3.8 Margin Regulations. No Loan Party is engaged in the business of extending credit for the purpose of, and no proceeds of any Loan or other extensions of credit hereunder will be used for the purpose of, buying or carrying margin stock (within the meaning of Regulation U of the Board) or extending credit to others for the purpose of purchasing or carrying any such margin stock, in each case in contravention of Regulation T, Regulation U or Regulation X of the Board.

3.9 No Burdensome Obligations; No Defaults. No Loan Party nor any Restricted Subsidiary is a party to any Contractual Obligation, no Loan Party nor any Restricted Subsidiary has organizational or governing documents containing obligations, and, to the knowledge of the Loan Parties, there are no applicable Requirements of Law, in each case the compliance with which would have, in the aggregate, a Material Adverse Effect. No Loan Party nor any Restricted Subsidiary (and, to the knowledge of each Loan Party, no other party thereto) is in default under or with respect to any Contractual Obligation of any Loan Party or any Restricted Subsidiary, other than those that would not, in the aggregate, have a Material Adverse Effect.

3.10 Investment Company Act. No Loan Party nor any Restricted Subsidiary is an "investment company" or an "affiliated person" of, or "promoter" or "principal underwriter" for, an "investment company", as such terms are defined in the Investment Company Act of 1940.

3.11 Labor Matters. There are no strikes, work stoppages, slowdowns or lockouts existing, pending (or, to the knowledge of any Loan Party, threatened) against or involving any Loan Party or any Restricted Subsidiary, except, for those that would not, in the aggregate, have a Material Adverse Effect. Except as set forth on Schedule 3.11, as of the Closing Date, (a) there is no collective bargaining or similar agreement with any union, labor organization, works council or similar representative covering any employee of any Loan Party, (b) no petition for certification or election of any such representative is existing or pending with respect to any employee of any Loan Party or any Restricted Subsidiary and (c) no such representative has sought certification or recognition with respect to any employee of any Loan Party or any Restricted Subsidiary.

3.12 ERISA. (a) Each Benefit Plan and Multiemployer Plan, and each trust thereunder, intended to qualify for tax exempt status under Section 401 or 501 of the Code or other Requirements of Law so qualifies. Except for those that would not, in the aggregate, have a Material Adverse Effect, (x) each Benefit Plan is in compliance with applicable provisions of ERISA, the Code and other Requirements of Law, (y) there are no existing or pending (or to the knowledge of any Loan Party, threatened) claims (other than routine claims for benefits in the

normal course), sanctions, actions, lawsuits or other proceedings or (to the knowledge of any Loan Party) investigation involving any Benefit Plan and, to the knowledge of any Loan Party, Multiemployer Plan, to which any Loan Party or any Restricted Subsidiary incurs or otherwise has or could have an obligation or any Liability and (z) no ERISA Event is reasonably expected to occur. Other than as disclosed on Schedule 3.12, on the Closing Date, no ERISA Event has occurred in connection with which obligations and liabilities (contingent or otherwise) remain outstanding. Except for such liabilities that would not, in the aggregate, have a Material Adverse Effect, no ERISA Affiliate would have any Withdrawal Liability as a result of a complete withdrawal, as of the Closing Date, from any Multiemployer Plan.

(b) Each Foreign Pension Plan, and each trust thereunder, intended to qualify for tax exempt status under any Requirements of Law so qualifies. Except for those that would not, in the aggregate, have a Material Adverse Effect, each Foreign Pension Plan is in compliance with all requirements of law applicable thereto and the respective requirements of the governing documents for such plan. No Loan Party has engaged in a transaction which would subject any Loan Party, directly or indirectly, to a tax or civil penalty that could reasonably be expected to result in a Material Adverse Effect. With respect to each Foreign Pension Plan, reserves have been established in the financial statements furnished to Lenders in respect of any unfunded liabilities in accordance with applicable law and prudent business practice or, where required, in accordance with ordinary accounting practices in the jurisdiction in which such Foreign Pension Plan is maintained. The aggregate unfunded liabilities with respect to such Foreign Pension Plans will not result in liability of Borrower that could reasonably be expected to result in a Material Adverse Effect.

3.13 Environmental Matters. Except for such matters as would not reasonably be expected individually or in the aggregate to cause a Material Adverse Effect, (i) the operations of each Loan Party and each Restricted Subsidiary are and have been in compliance with all applicable Environmental Laws, including obtaining, maintaining and complying with all Permits required by any applicable Environmental Law, (ii) no Loan Party nor any Restricted Subsidiary is subject to or has received written notice of any Environmental Claim, or to its knowledge been threatened with any potential Environmental Claim, excluding any Environmental Claim which has been fully resolved with no further obligations on the part of said Loan Party or Restricted Subsidiary, (iii) no Loan Party or Restricted Subsidiary has received notice from a Governmental Authority that a Lien in favor of such Governmental Authority has attached to any Property of any Loan Party or Restricted Subsidiary, securing, in whole or part, Environmental Liabilities, (iv) there has been no Release, or to the knowledge of any Loan Party, threatened Release, on, under or migrating to or from any real property currently, or to the knowledge of any Loan Party, formerly, owned, leased, subleased, operated, or otherwise occupied by any Loan Party or any Restricted Subsidiary that is likely to result in any Loan Party or Restricted Subsidiary incurring Environmental Liabilities, and (v) to the knowledge of any Loan Party, there are no facts, circumstances or conditions arising out of or relating to the operations of any Loan Party or any Restricted Subsidiary or real property currently or, to the knowledge of any Loan Party, formerly owned, leased, subleased, operated or otherwise occupied by or for any Loan Party or any Restricted Subsidiary that would be reasonably expected to result in any Loan Party or any Restricted Subsidiary incurring Environmental Liabilities.

3.14 Intellectual Property. To the knowledge of each Loan Party, except as could not reasonably be expected individually or in the aggregate to cause a Material Adverse Effect, (a) each Loan Party and each Restricted Subsidiary owns or licenses all Intellectual Property that is necessary for the operations of its business, (b) the conduct and operations of the businesses of each Loan Party and each Restricted Subsidiary does not infringe, misappropriate, dilute, violate or otherwise impair any Intellectual Property owned by any other Person and (c) no other Person has contested any right, title or interest of any Loan Party or any Restricted Subsidiary in or to any Intellectual Property, other than, in each case, as cannot reasonably be expected to affect the Loan Documents and the transactions contemplated therein. Except for matters which are not reasonably expected to, in the aggregate, have a Material Adverse Effect, there are (x) no pending (or, to the knowledge of any Loan Party, threatened) actions, investigations, suits, proceedings, audits, claims, demands, orders or disputes affecting any Loan Party or any Restricted Subsidiary, (y) no judgment or order rendered by any competent Governmental Authority, and (z) no settlement agreement or similar Contractual Obligation entered into by any Loan Party or any Restricted Subsidiary, in each case, with respect to Intellectual Property owned by any Loan Party or any Restricted Subsidiary and/or based on a claim of infringement, misappropriation, dilution, violation or impairment or contest of Intellectual Property owned by a third party, and no Loan Party knows of any valid bases for any such claim.

3.15 Title; Real Property. (a) [Reserved].

(b) Each Loan Party and each Restricted Subsidiary has good and marketable, valid, and binding and enforceable leasehold interests in all leased real property that is purported to be leased by it and owns or leases all of its personal property (other than Intellectual Property) regardless of the location of such personal property, in each case, free and clear of all Liens other than Liens permitted under Section 7.2 (other than Section 7.2(c)) and such real property and such personal property constitutes all property (other than Intellectual Property) necessary to conduct the business as currently conducted.

3.16 Full Disclosure. The information (other than projections and statements of a general economic or general industry nature) prepared or furnished in writing by or on behalf of any Loan Party to the Administrative Agent or any Lender in connection with any Loan Document or any other transaction contemplated therein (in each case, as modified or supplemented by other information so furnished), taken as a whole, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances when made, not materially misleading, when considered in their entirety; provided, however, that projections contained therein are not to be viewed as factual and that actual results during the periods covered thereby may differ from the results set forth in such projections by a material amount.

3.17 Patriot Act; OFAC. (a) To the extent applicable, each Loan Party and its Subsidiaries are in compliance in all material respects with (i) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended), and any other enabling legislation or executive order relating thereto, and (ii) the PATRIOT Act.

(b) No Loan Party or any of its Subsidiaries (or officer or director thereof) and, to the knowledge of the Loan Parties, no direct or indirect parent or joint venture thereof (or director or officer of such direct and indirect parent or joint venture), (i) is currently the subject of any Sanctions, (ii) is located, organized or residing in any Designated Jurisdiction, or (iii) is or has been (within the previous five years) engaged in any transaction with any Person who is now or was then the subject of Sanctions or who is located, organized or residing in any Designated Jurisdiction. No Loan, nor the proceeds from any Loan, is being or has been used, directly or, to the knowledge of the Loan Parties, indirectly, to lend, contribute, provide or has otherwise made available to fund any activity or business in any Designated Jurisdiction or to fund any activity or business of any Person located, organized or residing in any Designated Jurisdiction or who is the subject of any Sanctions, or in any other manner that will result in any violation by any Person (including any Lender or the Administrative Agent) of Sanctions. No part of the proceeds of the Loans made hereunder will be used by any Loan Party or its Affiliates, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office or anyone else acting in an official capacity in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

3.18 No Default. No Default or Event of Default has occurred and is continuing as of the Closing Date.

3.19 Use of Proceeds. The proceeds of the Loans have been and will be used, directly or indirectly, by the Borrower to (i) provide working capital and general corporate purposes of the Loan Parties, (ii) fund the costs of the administration of the Chapter 11 Cases (including professional fees and expenses) and (iii) fund fees, and other payments contemplated in respect of the Facility, in each case of the foregoing clauses (i) through (iii), in accordance with, and subject to, the DIP Orders and the Approved DIP Budget.

3.20 Insurance. Schedule 3.20 sets forth, as of the Closing Date, a true, complete and correct description of all general liability, casualty, property and business interruption insurance maintained by each Loan Party for itself or for the Restricted Subsidiaries as of the Closing Date. As of the Closing Date, such insurance is in full force and effect and all premiums have been duly paid. As of the Closing Date, the Loan Parties and the Restricted Subsidiaries have insurance in such amounts and covering such risks and liabilities as is customary with companies in the same or similar businesses operating in the same or similar locations.

3.21 Reportable Transactions. Neither Borrower nor any of its Restricted Subsidiaries expects to identify one or more of the Loans under this Agreement as a "reportable transaction" on IRS Form 8886 filed with the U.S. Tax Returns for purposes of Section 6011, 6111 or 6112 of the Code or the Treasury regulations promulgated thereunder.

3.22 Security Interest. Subject to the entry thereof, the DIP Orders create in favor of the Administrative Agent (for the benefit of the Secured Parties) a legal and valid security interest and Liens on the Collateral described therein, which security interest and Lien shall be valid and perfected as of the Closing Date by entry of the DIP Orders with respect to each Loan Party and which shall constitute a continuing security interest and Lien on the Collateral with the priority set forth in the DIP Orders, and no filing or other action (including by the Administrative Agent and/or

the Lenders) in any U.S. jurisdiction will be necessary to perfect such security interests and Liens with respect to the Loan Parties' Obligations under the Loan Documents and such DIP Order, in each case, other than as set forth in the DIP Orders. The Administrative Agent and the Lenders shall not be required to take any action in order to validate, perfect or establish the priority of the security interest and Lien granted on the Collateral pursuant to the DIP Orders.

3.23 Bankruptcy Matters. The Chapter 11 Cases were commenced on the Petition Date in accordance in all material respects with applicable law and proper notice thereof was given. Proper notice was also provided for (x) the motion seeking approval of the Loan Documents pursuant to the DIP Orders and (y) the hearing for the approval of the DIP Orders. The Interim DIP Order (with respect to the period prior to the entry of the Final DIP Order) or the Final DIP Order (with respect to the period on and after the entry of the Final DIP Order), as the case may be, is in full force and effect and has not been reversed, stayed (whether by statutory stay or otherwise), modified or amended without the Required Lenders' consent (which consent of the Required Lenders may be communicated via email).

SECTION 4 CONDITIONS PRECEDENT

4.1 The obligation of each Lender to make the Initial Borrowing of Loans on the Closing Date is subject to the satisfaction (or waiver) of each of the following conditions precedent:

(a) [Reserved].

(b) Liens. The Administrative Agent shall have a fully perfected lien on the DIP Collateral to the extent required by the Loan Documents and the DIP Orders, having the priorities set forth in the DIP Orders.

(c) Chapter 11 Cases. The Chapter 11 Cases of the Debtors shall not have been dismissed or converted to cases under Chapter 7 of the Bankruptcy Code. No trustee under chapter 7 or chapter 11 of the Bankruptcy Code shall have been appointed in the Chapter 11 Cases.

(d) [Reserved].

(e) [Reserved].

(f) Approved DIP Budget. The Administrative Agent shall have received the initial Approved DIP Budget in form and substance satisfactory to the Required Lenders, it being acknowledged and agreed that an initial Approved DIP Budget in the form attached hereto as Exhibit G is approved by and satisfactory to the Required Lenders.

(g) First Day Motions. All first day motions filed by the Loan Parties on the Petition Date and related orders entered by the Bankruptcy Court in the Chapter 11 Cases shall be in form and substance reasonably satisfactory to the Required Lenders

(h) Fees. All out-of-pocket costs, fees and expenses required to be paid to the Lenders under that certain Junior Secured Debtor-In-Possession Credit Facility Term Sheet dated July 9, 2025, the Loan Documents or the Interim DIP Order shall have been paid.

(i) [Reserved].

(j) Borrowing Notice. The Borrowers shall have delivered to the Administrative Agent a customary borrowing notice.

(k) [Reserved].

(l) Interim DIP Order. (i) The Interim DIP Order shall not have been vacated, rescinded, reversed, modified, amended or stayed in any respect without the prior written consent of the Required Lenders (such consent not to be unreasonably withheld) and (ii) no motion for reconsideration of the Interim DIP Order shall have been timely filed by any Debtor or any subsidiary thereof.

(m) Default or Event of Default. On the Closing Date and immediately after giving effect to the Loans made on such date, no Default or Event of Default shall have occurred and be continuing or would result therefrom.

(n) No Litigation. Other than the Chapter 11 Cases, as stayed upon the commencement of the Chapter 11 Cases, or as disclosed in writing to the Lenders prior to the Petition Date, there shall exist no action, suit, investigation, litigation or proceeding pending or threatened in writing in any court or before any arbitrator or governmental authority that (a) would reasonably be expected to result in a Material Adverse Effect, or (b) restrains, prevents or purports to affect materially adversely the legality, validity or enforceability of the Facility or the consummation of the transactions contemplated thereby.

(o) No Violation of Law. The making of the Initial Borrowing shall not violate any requirement of law and shall not be enjoined, temporarily, preliminarily, or permanently.

4.2 The obligation of each Lender to make the Final Borrowing is subject to the satisfaction (or waiver in writing by the Required Lenders and the Administrative Agent) of the following express conditions:

(a) Credit Agreement. The Administrative Agent shall have received this Agreement, executed and delivered by the Administrative Agent, the Parent Companies, Borrower and each Lender whose name appears on the signature pages hereof.

(b) Representations and Warranties. The representations and warranties set forth in the Loan Documents will be true and correct in all material respects (or, in the case of any representations and warranties qualified by materiality or Material Adverse Effect, in all respects) as of such date, as applicable, with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties were true and correct in all material respects (or, in the case of any representations and warranties qualified by materiality or Material Adverse Effect, in all respects) as of such earlier date).

(c) Interim DIP Order. The Interim DIP Order, as entered by the Bankruptcy Court, shall not have been reversed, modified, amended, stayed or vacated, without the consent of

the Required Lenders, and the Borrower shall be in compliance in all respects with the Interim DIP Order.

(d) Final DIP Order. The Final DIP Order shall have been entered by the Bankruptcy Court by August 25, 2025, and the Final DIP Order shall be in full force and effect and shall not have been amended, modified, repealed or stayed in any respect without the Required Lenders' consent.

(e) Borrowing Notice. The Administrative Agent shall have received an irrevocable notice of borrowing at least two Business Days prior to the date of such Borrowing and in form and substance reasonably acceptable to the Required Lenders.

(f) Default or Event of Default. No Default or Event of Default shall have occurred, and shall be continuing under the Loan Documents immediately prior to the funding of the Loans or would result from such borrowing of the Loans.

(g) Payments under WELL/OHI Master Lease Documents. The Debtors shall have made all payments when due (without taking into account any stay or other relief provided by commencement of the Chapter 11 Cases) of postpetition Rents (as defined in the Welltower Leases or the Omega Lease, as applicable) on account of the WELL/OHI Master Lease Obligations (as defined in the DIP Orders), unless otherwise waived by the prior written consent (email being sufficient) of the applicable WELL/OHI Master Lease Landlord (as defined in the DIP Orders), and shall have made payment when due (without taking into account any stay or other relief provided by commencement of the Chapter 11 Cases) of all other postpetition rents and other postpetition obligations, unless otherwise waived by the prior written consent (email being sufficient) of the applicable WELL/OHI Master Lease Landlord; and there shall not have occurred and remain ongoing any other "Event of Default" under the Welltower Leases or the Omega Lease (other than a default of the type described in section 365(b)(2) of the Bankruptcy Code or any default that existed prior to the Petition Date and is continuing following the Petition Date) unless otherwise waived by the prior written consent (email being sufficient) of the applicable WELL/OHI Master Lease Landlord.

(h) Payments under VSR Leases. The Debtors shall have made all payments when due (without taking into account any stay or other relief provided by commencement of the Chapter 11 Cases) of postpetition Rents (as defined in the VSR Leases) on account of the obligations under the VSR Leases, unless otherwise waived by the prior written consent (email being sufficient) of the applicable Landlord under the VSR Leases, and shall have made payment when due (without taking into account any stay or other relief provided by commencement of the Chapter 11 Cases) of all other postpetition rents, unless otherwise waived by the prior written consent (email being sufficient) of the applicable Landlord under the VSR Leases; and no VSR Lease Default (other than a default of the type described in section 365(b)(2) of the Bankruptcy Code or any default that existed prior to the Petition Date and is continuing following the Petition Date), shall have occurred unless otherwise waived by the prior written consent (email being sufficient) of the Landlord thereunder.

(i) Payments under PA 22 Sub-Subleases. The Debtors shall have made all payments when due (without taking into account any stay or other relief provided by

commencement of the Chapter 11 Cases) of postpetition Rents (as defined in the PA 22 Sub-Subleases) on account of the obligations under the PA 22 Sub-Subleases, unless otherwise waived by the prior written consent (email being sufficient) of the applicable Landlord under the PA 22 Sub-Subleases, and shall have made payment when due (without taking into account any stay or other relief provided by commencement of the Chapter 11 Cases) of all other postpetition rents, unless otherwise waived by the prior written consent (email being sufficient) of the applicable Landlord under the PA 22 Sub-Subleases; and there shall not have occurred and remain ongoing any other "Event of Default" under the PA 22 Sub-Subleases (other than a default of the type described in section 365(b)(2) of the Bankruptcy Code) unless otherwise waived by the prior written consent (email being sufficient) of the applicable Landlord under the PA 22 Sub-Subleases.

(j) PA 22 OTA Default. There shall not have occurred and remain ongoing any event of default under the PA 22 OTA (other than a default of the type described in section 365(b)(2) of the Bankruptcy Code) unless otherwise waived by the prior written consent (email being sufficient) of the applicable counterparties under the PA 22 OTA.

(k) JV Payments. The Debtors shall have made all payments when due (without taking into account any stay or other relief provided by commencement of the Chapter 11 Cases) of postpetition Rents (as defined in the JV Leases) on account of the obligations under the JV Leases, unless otherwise waived by the prior written consent (email being sufficient) of the applicable Landlord under the JV Leases, and shall have made payment when due (without taking into account any stay or other relief provided by commencement of the Chapter 11 Cases) of all other postpetition rents, unless otherwise waived by the prior written consent (email being sufficient) of the applicable Landlord under the JV Leases; and there shall not have occurred and remain ongoing any other "Event of Default" under the JV Leases (other than a default of the type described in section 365(b)(2) of the Bankruptcy Code) unless otherwise waived by the prior written consent (email being sufficient) of the applicable Landlord under the JV Leases.

(l) Approved DIP Budget. The Debtors have delivered to the Lenders the most recent Approved DIP Budget and such other information as requested by the Lenders, in form and substance satisfactory to the Required Lenders.

(m) Milestones. The Debtors are in compliance with the Milestones that are to have been met as of that date.

(n) Material Adverse Effect. Since the Petition Date, other than the Chapter 11 Cases, there shall not have occurred or there shall not exist any event, condition, circumstance or contingency that, individually, or in the aggregate, has had or could reasonably be expected to have a Material Adverse Effect.

(o) Fees and Expenses. All reasonable and documented costs, fees, expenses (including, without limitation, legal fees and expenses) incurred in connection negotiating, documenting, approving, administering, monitoring or enforcing any rights set forth in the Loan Documents or otherwise to be paid to the Lenders shall have been paid when due.

(p) [Reserved].

(q) Compliance With DIP Orders and Budget. The Loan Parties are in compliance with (a) the Interim DIP Order; (b) the Final DIP Order; and (c) the Approved DIP Budget (subject to Permitted Variances).

SECTION 5 REPORTING COVENANTS

Each of Ultimate Parent and Borrower (on behalf of itself and each of the Subsidiaries) hereby agrees that, beginning on the Closing Date and so long as the Commitments remain in effect or any Loan or other amount is owing to any Lender or any Agent hereunder (other than contingent or indemnification obligations not then asserted or due), the Parent Companies and Borrower shall and (to the extent relevant) shall cause each of the Restricted Subsidiaries to:

5.1 Financial Statements. Deliver to the Administrative Agent each of the following:

(a) [Reserved];

(b) [Reserved];

(c) Monthly Reports. As soon as available, monthly operating reports as required to be filed by the Debtors in connection with the Chapter 11 Cases.

(d) [Reserved];

(e) [Reserved];

(f) [Reserved];

(g) [Reserved];

(h) Budget Variance Compliance. Concurrently with the delivery of each Approved DIP Budget Variance Report, a certificate of a Responsible Officer of the Borrower certifying that the Loan Parties are in compliance with Section 7.14 as of such testing date.

5.2 Other Events. Give the Administrative Agent notice of each of the following (which may be made by telephone if promptly confirmed in writing) as soon as practicable but in any event within 2 Business Days after any Responsible Officer of any Loan Party knows or has reason to know of it: (a)(i) any Default under this Agreement or any Material Master Lease; and (ii) any event that would have a Material Adverse Effect, specifying, in each case, the nature and anticipated effect thereof and any action proposed to be taken in connection therewith, (b) any event reasonably expected to result in a mandatory payment of the Obligations pursuant to Section 2.8(a) of the ABL Credit Agreement, including without limitation any Recovery Event over $1,500,000, which notice shall state the material terms and conditions of such transaction and estimating the Net Cash Proceeds thereof, (c) any potential, threatened or existing material litigation or material proceeding against, or material investigation by or before any Governmental Authority of (or any agent, contractor, employee, designee of any Governmental Authority, including any private contractors retained by and/or acting on behalf of any Governmental Authority), any Loan Party, any Restricted Subsidiary or any Healthcare Facility, that could reasonably be expected to have a Material Adverse Effect, or to materially and adversely affect

the right to operate any Healthcare Facility, (d) [Reserved], and (e) the closing of, or loss or non-renewal (or written threat of loss) of Primary License related to, any Healthcare Facility, or withdrawal from Medicare, Medicaid or TRICARE or any of the next five largest Third-Party Payor Programs based on the reimbursements from such Third-Party Payor Programs to Ultimate Parent and its Subsidiaries on a Consolidated basis.

5.3 ERISA Matters. Give the Administrative Agent (a) on or prior to any filing by any ERISA Affiliate of any notice of intent to terminate any Title IV Plan, a copy of such notice, provided that when such a notice is filed by an ERISA Affiliate that is not a Loan Party, such notice must only be given to the Administrative Agent where such termination would reasonably be expected to have a material impact on a Loan Party, and (b) promptly, and in any event within 10 days, after any Responsible Officer of any ERISA Affiliate knows or has reason to know that a request for a minimum funding waiver under Section 412 of the Code has been filed with respect to any Title IV Plan or Multiemployer Plan, a notice (which may be made by telephone if promptly confirmed in writing) describing such waiver request and any action that any ERISA Affiliate proposes to take with respect thereto, together with a copy of any notice filed with the PBGC or the IRS pertaining thereto.

5.4 Environmental Matters. (a) Provide the Administrative Agent notice of each of the following (which may be made by telephone if promptly confirmed in writing) promptly but in any event no later than 14 days after any Responsible Officer of any Loan Party knows of it (and, upon reasonable request of the Administrative Agent, documents and information in connection therewith): (i)(A) unpermitted Releases, (B) the receipt by any Loan Party of any written notice of violation of or potential liability or similar notice under, or the existence of any condition that could reasonably be expected to result in violations of or liabilities under, any Environmental Law or (C) the commencement of, or any material change to, any action, investigation, suit, proceeding, audit, claim, demand, dispute alleging a violation of or liability under any Environmental Law or any Environmental Claim, that, for each of clauses (A), (B) and (C) above (and, in the case of clause (C), if adversely determined), in the aggregate for each such clause, could reasonably be expected to result in a Material Adverse Effect, and (ii) the receipt by any Loan Party of notification that any property of any Loan Party is subject to any Lien in favor of any Governmental Authority securing, in whole or in part, Environmental Liabilities.

(b) Upon request of the Administrative Agent, provide the Administrative Agent a report containing an update as to the status of any matter as to which notice has been provided to the Administrative Agent pursuant to Section 5.4(a).

5.5 Other Information. (a) Provide the Administrative Agent with such other documents and information with respect to the business, property, condition (financial or otherwise), legal, financial or corporate or similar affairs or operations of any Loan Party as the Administrative Agent or such Lender through the Administrative Agent may from time to time reasonably request, including, without limitation, if requested by the Administrative Agent, copies of field audits and appraisals that are delivered to the administrative agent under the ABL Facility.

(b) [Reserved].

(c) Provide the Administrative Agent with notice as soon as practicable, but in any event within 2 Business Days after any Responsible Officer of any Loan Party receives any written notice or other written correspondence relating to any Material Master Lease that would be reasonably expected to have a material adverse impact on the Administrative Agent and the Lenders.

(d) Provide the Administrative Agent with each of the following:

(i) together with each delivery of a Compliance Certificate pursuant to Section 5.1(c), updated schedules of the Ancillary Companies and the Ancillary Company Equity Holders;

(ii) without limiting the generality of Section 5.5(b), with respect to any issuance of Capital Stock in Ultimate Parent, its Subsidiaries, the Ancillary Companies, and the Ancillary Company Equity Holders made on or after the Closing Date, advance written notice at least three (3) Business Days (or such shorter time as may be agreed to by the Administrative Agent in its sole discretion) prior to such intended issuance;

(iii) prompt written notice of any amendment to be made on or after the Closing Date to any Material Indebtedness as soon as practicable but in any event within 3 (three) Business Days after the effectiveness of such amendment (or such later date as agreed to by the Administrative Agent in its sole discretion);

(iv) [reserved]; and

(v) advance written notice of any Asset Sale requiring an Asset Sale Paydown, as soon as practicable and in any event not later than three (3) Business Days (or such shorter time as may be agreed to by the Administrative Agent in its sole discretion) prior to the closing of such Asset Sale or other event.

5.6 Approved Budget

(a) The Approved DIP Budget shall set forth, on a weekly basis, Budgeted Cash Receipts and Budgeted Disbursement Amounts and Budgeted Liquidity, including the anticipated weekly uses of the Loans and Cash Collateral for such period, which shall include, among other things, available cash, cash flow, trade payables and ordinary course expenses, total expenses, fees and expenses relating to the Facility, adequate protection payments, fees and expenses related to the Chapter 11 Cases (including professional fees), and working capital and other general corporate needs, for the 13-week period commencing with the week of July 7, 2025, and the first such Approved DIP Budget shall be approved in writing by, and be in form and substance reasonably satisfactory to, the Required Lenders (it being acknowledged and agreed that the initial Approved DIP Budget attached hereto as Exhibit G is approved by and satisfactory to the Required Lenders and is and shall be the Approved DIP Budget unless and until replaced in accordance with terms of this Section) and disclosed in writing to the Administrative Agent. The Approved DIP Budget may be updated, modified or supplemented by the Borrower not more frequently than every two weeks, in writing transmitted to the Administrative Agent and the Lenders, and no such updated, modified or supplemented budget shall be effective until approved in writing by the Required Lenders (through counsel or otherwise) in their sole discretion, and upon such approval,

the updated, modified or supplemented budget shall be deemed the newly approved Approved DIP Budget; provided that in the event the Required Lenders, on the one hand, and the Borrower, on the other hand, cannot agree as to an updated, modified or supplemented budget as a resolution to any objection to a proposed budget, such then current approved Approved DIP Budget shall remain in effect unless and until a new Approved DIP Budget is approved in writing by the Required Lenders (though counsel or otherwise). Each Approved DIP Budget delivered to the Lenders shall be accompanied by supporting documentation as reasonably requested by the Lenders. Each Approved DIP Budget shall be prepared in good faith based upon assumptions believed by the Borrower to be reasonable at the time of preparation.

(b) The Borrower shall deliver to the Administrative Agent and the Lenders, on or prior to 5:00 pm Eastern time on the fourth business day of each week, commencing with the week of August 4, 2025, an Approved DIP Budget Variance Report. The Administrative Agent and the Lenders (i) may assume that the Loan Parties will comply with the Approved DIP Budget (subject to the Permitted Variance) and (ii) shall have no duty to monitor such compliance. Nothing in any Approved DIP Budget shall constitute an amendment or other modification of any Loan Document.

SECTION 6 AFFIRMATIVE COVENANTS

Each of the Parent Companies and Borrower (on behalf of itself and each of its Restricted Subsidiaries) hereby agrees that, beginning on the Closing Date and so long as the Commitments remain in effect or any Loan or other amounts owing to any Lender or any Agent hereunder (other than contingent or indemnification obligations not then asserted or due), the Parent Companies and Borrower shall and (to the extent relevant) shall cause each of their Restricted Subsidiaries to:

6.1 Maintenance of Corporate Existence. (i) Preserve and maintain its legal existence, including doing all the things necessary to observe organizational formalities (except to the extent expressly permitted by Section 7.5); (ii) preserve and maintain its rights (charter and statutory), privileges, franchises and Permits necessary or desirable in the conduct of its business, except, in the case of clause (ii), the failure to do so would not, in the aggregate, have a Material Adverse Effect.

6.2 Compliance with Laws, Etc. (a) Comply in all material respects with and cause each of its employees, and use commercially reasonable efforts to cause each of its, contractors and its tenants or operators under any Lease to comply in all material respects with all applicable Requirements of Law including Healthcare Laws, Permits and the Primary Licenses and any order of the Bankruptcy Court. Each Loan Party and Restricted Subsidiary shall maintain in all material respects all records required to be maintained by any Governmental Authority or otherwise under the Healthcare Laws. No Loan Party or Restricted Subsidiary shall transfer any Permit to any location other than in compliance with Healthcare Laws or pledge any Permit as collateral security for any Indebtedness (except as permitted under the Loan Documents), and each Loan Party and Restricted Subsidiary shall hold each Permit free from restrictions or known conflicts, which, in each case, would materially impair the use or operation of the related Facility for the uses described in Section 3.1(b). Borrower shall not (i) subject to Section 6.4, rescind, withdraw or revoke the Permit for any Healthcare Facility or amend, modify, supplement or otherwise alter the nature, tenor or scope of the Permit for any Healthcare Facility to the extent that such change, revocation

or alteration in the Permit would have a Material Adverse Effect; or (ii) voluntarily transfer or encourage the transfer of any resident of a Healthcare Facility to any other facility, unless such transfer is permitted or required by Requirements of Law or Healthcare Laws, is for reasons relating to the welfare, health or safety of the resident to be transferred or other individuals or residents at the facility or is due to good faith concerns that the resident will not be able to pay his or her bills owed to the Healthcare Facility.

(b) If required under applicable Requirements of Law, maintain in full force and effect all Permits and Primary Licenses for the Healthcare Facilities, and a provider agreement or participation agreement for each Third-Party Payor Program, except to the extent that any such failure to maintain such Permits, Primary Licenses, provider agreements or participation agreements could not be reasonably likely to result in a Material Adverse Effect. True and complete copies of the Permits, including any certificates of occupancy, the Primary Licenses, and provider agreement or participation agreement shall be delivered to the Administrative Agent promptly upon its reasonable request to the extent such copies are available.

(c) To the extent applicable, and except as could not be reasonably expected to have a Material Adverse Effect, operate each Healthcare Facility in substantial compliance with all requirements for participation in all Third-Party Payor Programs; provided, however, that, each Loan Party and Restricted Subsidiary may withdraw from Third-Party Payor Programs (other than from Medicare, Medicaid or TRICARE) in the ordinary course of business.

(d) Other than in the normal course of business, and except as could not be reasonably expected to have a Material Adverse Effect, with respect to each Healthcare Facility, not change the terms of any Third-Party Payor Program now or hereinafter in effect or their normal billing payment or reimbursement policies and procedures with respect thereto (including the amount and timing of finance charges, fees and write-offs). All cost reports and financial reports submitted by Borrower to any third party payor shall be materially accurate and complete and shall not be misleading in any material respects and all patient or resident records, including patient or resident trust fund accounts, shall remain true and correct in all material respects.

(e) Comply with all obligations under the contracts and leases with residents of each Healthcare Facility, and no Loan Party or Restricted Subsidiary shall commit or permit any default by a Loan Party or a Restricted Subsidiary thereunder except, in any case, where the failure to do so, either individually or in the aggregate, would not be reasonably likely to have a Material Adverse Effect.

6.3 Payment of Obligations. Pay or discharge before they become delinquent (a) all material claims, Taxes, assessments, charges and levies imposed by any Governmental Authority and (b) all other lawful claims that if unpaid would, by the operation of applicable Requirements of Law, become a Lien upon any property of any Loan Party, except, in each case, for those whose amount or validity is being contested in good faith by proper proceedings diligently conducted and for which adequate reserves are maintained on the books of the appropriate Loan Party or Restricted Subsidiary in accordance with GAAP or with respect to which failure to do so would not have a Material Adverse Effect.

6.4 Maintenance of Property. Maintain and preserve, in its own name, (a) in good working order and condition all of its property necessary in the conduct of its business, and (b) all rights, permits, licenses, approvals and privileges (including all Permits and Primary Licenses) necessary, used or useful, whether because of its ownership, lease, sublease or other operation or occupation of property or other conduct of its business, and shall make all necessary or appropriate filings with, and give all required notices to, Governmental Authorities, except for such failures to maintain and preserve the items set forth in clauses (a) and (b) or to make such necessary or appropriate filings above that would not, in the aggregate, have a Material Adverse Effect.

6.5 Maintenance of Insurance. (a) Maintain or cause to be maintained in full force and effect all policies of insurance of the kinds customarily insured against by Persons engaged in the same or similar business (including self insurance) with respect to the property and businesses of the Loan Parties and the Restricted Subsidiaries with financially sound and reputable insurance companies or associations of similar nature.

(b) With respect to the Insurance Captives, Borrower shall (i) upon request, provide to the Administrative Agent any and all actuarial reports, opinions and studies performed by actuaries or insurance advisors related to its business, including information related to the professional and general liability claims and other claims covered by the Insurance Captives and (ii) cause the Insurance Captives to at all times be in good standing under the statutes of the jurisdiction of its organization and in compliance with all applicable Requirements of Law, including establishing and maintaining assets of the Insurance Captives in an amount necessary to comply with the self-insurance retention program requirements in accordance with applicable Requirements of Law.

6.6 Keeping of Books. Keep proper books of record and account, in which full, true and correct entries in all material respects shall be made in accordance with GAAP and in substantial compliance in all material respects with all other applicable Requirements of Law of all financial transactions and the assets and business of each Loan Party and each Restricted Subsidiary.

6.7 Access to Books and Property. Permit the Administrative Agent (and, after and during the continuance of an Event of Default, the Lenders and any Related Party of any of them accompanying the Administrative Agent) at any reasonable time during normal business hours and with reasonable advance notice to Borrower (during the continuance of an Event of Default, 1 Business Day shall be deemed to be reasonable advance notice) to (a) visit and inspect the property of each Loan Party and each Restricted Subsidiary and examine and make copies of and abstracts from, the corporate (and similar), financial, operating and other books and records of each Loan Party and each Restricted Subsidiary, (b) discuss the affairs, finances and accounts of such Loan Party or such Restricted Subsidiary with any officer or director of any Loan Party or any Restricted Subsidiary and (c) communicate with an officer of any Loan Party or any Restricted Subsidiary and upon receipt of prior approval, directly with any registered certified public accountants (including Ultimate Parent's accountants) of any Loan Party or any Restricted Subsidiary; provided that excluding any such visits and inspections during the continuation of an Event of Default the Administrative Agent and the Lenders shall not exercise such rights more than one time (in the aggregate) in any calendar year. Each Loan Party and each Restricted Subsidiary shall authorize their respective registered certified public accountants (including Ultimate Parent's

accountants) to communicate directly with the Administrative Agent, the Lenders, their respective Related Parties and such officer contemporaneously, and to disclose to the Administrative Agent, the Lenders and their respective Related Parties all financial statements and other documents and information as they might have and are available to a Loan Party or a Restricted Subsidiary and the Administrative Agent or any Lender reasonably requests with respect to any Loan Party or any Restricted Subsidiary. The Administrative Agent and the Lenders shall give the Parent Companies and Borrower the opportunity to participate in any discussions with Ultimate Parent's independent public accountants.

6.8 Environmental. Comply with, and maintain its real property, whether owned, leased, subleased or otherwise operated or occupied, in compliance with, all applicable Environmental Laws (including by implementing any Remedial Action necessary to achieve such compliance or that is required by orders and directives of any Governmental Authority) except for failures to comply that would not, in the aggregate, have a Material Adverse Effect. Without limiting the foregoing, if the Administrative Agent at any time has a reasonable basis to believe that there exist material violations of Environmental Laws by any Loan Party or that there exist any material Environmental Liabilities, in each case, then each Loan Party shall promptly upon receipt of request from the Administrative Agent, cause the performance of environmental audits and assessments, including subsurface sampling of soil and groundwater, and cause the preparation of such reports, in each case as the Administrative Agent may from time to time reasonably request. In the event (a) the Loan Party does not commence such work within thirty (30) days of such request and diligently pursue such work or (b) there is an Event of Default, the Administrative Agent, upon written notice to such Loan Party, shall have access to such real property to undertake the work, provided that the Administrative Agent shall only be allowed to do so under the following conditions: (i) that it provide written notice at least five (5) business days in advance prior to the intended entrance onto the real property; (ii) that the work be conducted during normal business hours; (iii) that the Administrative Agent indemnify and hold harmless said Loan Party for any damages or losses resulting from the performance of the work by the Administrative Agent or its representatives; (iv) that the Administrative Agent ensure that the real property is restored to its pre-work condition, including, without limitation, restoring any surfaces that were disturbed during the performance of the work and properly closing any wells or boreholes installed during the performance of the work; and (v) abiding by all other health and safety requirements of the Loan Party that would typically be imposed on a visitor to the real property. Such audits, assessments and reports, to the extent not conducted by the Administrative Agent, shall be conducted and prepared by reputable environmental consulting firms reasonably acceptable to the Administrative Agent and shall be in form and substance reasonably acceptable to the Administrative Agent.

6.9 Post Closing Obligations. Cause to be performed and completed, to the Administrative Agent's reasonable satisfaction, all of the obligations set forth on Schedule 6.9 hereto within the time periods set forth on Schedule 6.9 or such longer period as the Administrative Agent shall permit in its reasonable discretion.

6.10 Additional Collateral, etc.

(a) Except as otherwise permitted in the Security Documents, with respect to any (x) new Subsidiary that is created or acquired after the Closing Date (including, without

limitation, pursuant to an LLC Division) by any Loan Party that becomes a Debtor under the Chapter 11 Cases or (y) any Unrestricted Subsidiary that becomes a Debtor under the Chapter 11 Cases, promptly, but in any case within 10 days (or such longer period as the Required Lenders may agree) of such Subsidiary becoming a Debtor under the Chapter 11 Cases (which period may be extended by the Administrative Agent in its reasonable discretion), (i) give notice of such Subsidiary becoming a Debtor under the Chapter 11 Cases to the Collateral Agent, (ii) (A) execute and deliver to the Administrative Agent such amendments to the Guarantee Agreement and any other documents as reasonably requested by the Administrative Agent for each such Subsidiary to become a Loan Party and (B) ensure the Obligations shall have been secured by a perfected security interest in the Collateral with the priority required by the DIP Orders (subject in all respects to the Carve-Out) through the provisions of the DIP Orders, to the extent such security interest may be perfected by virtue of the DIP Orders or by filings of Uniform Commercial Code financial statements or any other method of perfection referred to in this section 6.10.

6.11 Further Assurances. Maintain the security interest created by the DIP Orders as a perfected security interest having at least the priority specified in the DIP Orders. From time to time the Loan Parties shall execute and deliver, or cause to be executed and delivered, such additional instruments, certificates or documents, and take all such actions, as the Collateral Agent may reasonably request for the purposes of implementing or effectuating the provisions of this Agreement and the other Loan Documents, or of renewing the rights of the Secured Parties with respect to the Collateral as to which the Collateral Agent, for the ratable benefit of the Secured Parties, has a perfected Lien pursuant hereto or thereto, including, without limitation, filing any financing or continuation statements or financing change statements under the UCC (or other similar laws) in effect in any United States jurisdiction with respect to the security interests created hereby.

6.12 Use of Proceeds. The proceeds of the Loans will be used, directly or indirectly, by the Borrower to (i) provide working capital and general corporate purposes of the Loan Parties, (ii) fund the costs of the administration of the Chapter 11 Cases (including professional fees and expenses) and (iii) fund fees, and other payments contemplated in respect of the Facility, in each case of the foregoing clauses (i) through (iii), in accordance with, and subject to, the DIP Orders and the Approved DIP Budget.

6.13 [Reserved].

6.14 [Reserved].

6.15 Taxes. For as long as the Obligations remain outstanding, Borrower will be treated as a partnership for U.S. federal income tax purposes and for all applicable state income tax purposes and shall not make any election to be treated as an association taxable as a corporation under the Code or under any corresponding provision of federal, state or local tax law.

6.16 Ancillary Company Ongoing Guarantee and Collateral Covenants. Notwithstanding anything to the contrary contained in any other provision of this Agreement or any other Loan Document and in addition to the requirements generally applicable to the Loan Parties:

(a) Except as a result of a Disposition of assets of, or Capital Stock issued by, any Ancillary Company permitted under this Agreement to a Person that is not the Ultimate Parent or a Subsidiary of the Ultimate Parent with respect to which such Disposition the Borrower has complied with Section 2.8 in connection with such Disposition (and solely with respect to such Disposed assets or Capital Stock), the assets of the Ancillary Companies and the Capital Stock issued by the Ancillary Companies, in each case, together with any proceeds thereof, will be and remain Collateral in which the Collateral Agent has a perfected Lien for the benefit of the Secured Parties that is prior and superior in right to any other Person, subject only to (i) to the extent provided in the DIP Orders with respect to assets other than Capital Stock, any Liens permitted under Section 7.2(b)(iii) with respect to the ABL Facility, (ii) in the case of assets of the Ancillary Companies, Liens permitted under Section 7.2 (other than Liens described in Sections 7.2(w), (y), (z), and (aa)), and (iii) in the case of Capital Stock issued by the Ancillary Companies, no Liens other than as permitted by Sections 7.2(b)(iii), and other Liens permitted under Section 7.2 imposed by operation of law, regardless of any direct or indirect transfer (including by Investment, Restricted Payment, merger or other Disposition) of any such assets or Capital Stock to the Ultimate Parent or any of its Subsidiaries.

(b) Each Ancillary Company and each Ancillary Company Equity Holder shall remain a Guarantor even if any Ancillary Company and/or any Ancillary Company Equity Holder ceases to be a Subsidiary of the Parent Companies, but only to the extent that Ultimate Parent or any of its Subsidiaries owns, directly or indirectly, any Capital Stock of such Ancillary Company or Ancillary Company Equity Holder, as applicable.

(c) None of the Parent Companies or the Restricted Subsidiaries shall use any proceeds from the sale or issuance of Capital Stock to make any Prohibited Payment.

6.17 Milestones. By the times and dates set forth below (as any such time and date may be extended with the written consent (email being sufficient) of the Required Lenders) cause the following to occur (collectively, the "**Milestones**"):

(a) No later than July 12, 2025, the Bankruptcy Court shall have entered the Interim DIP Order.

(b) No later than July 19, 2025, the Debtors shall have filed a motion for approval of procedures for the marketing and sale of some or all the Debtors' assets under Bankruptcy Code section 363 (the "**Transaction**"), which motion shall be in form and substance acceptable to each of the Lenders.

(c) No later than August 25, 2025, the Bankruptcy Court shall have entered an order granting the Debtors' motion for approval of procedures for the marketing and sale of substantially all the Debtors' assets under section 363 of the Bankruptcy Code (the "**Bidding Procedures Order**"), which order shall be in form and substance acceptable to the Required Lenders.

(d) No later than August 25, 2025, the Bankruptcy Court shall have entered the Final DIP Order.

(e) No later than August 25, 2025, the Bankruptcy Court shall have entered an order approving the Debtors' rejection of certain leases mutually agreed between the Debtors and the Lenders, which order shall be in form and substance acceptable to each of the Lenders.

(f) Any auction to select a winning bidder under the Bidding Procedures Order shall be conducted no later than October 12, 2025.

(g) No later than October 17, 2025, the Bankruptcy Court shall have entered an order approving the Transaction by approving the sale of substantially all the Debtors' assets under section 363 of the Bankruptcy Code, which order shall be in form and substance acceptable to the Required Lenders.

(h) No later than February 4, 2026, the Transaction shall have been consummated.

SECTION 7 NEGATIVE COVENANTS

Each of the Parent Companies and Borrower (on behalf of itself and each of its Restricted Subsidiaries) hereby agree that, beginning on the Closing Date and so long as the Commitments remain in effect or any Loan or other amount is owing to any Lender or the Agents hereunder (other than contingent or indemnification obligations not then asserted or due), the Parent Companies and Borrower shall not, and shall not permit any of their Restricted Subsidiaries to:

7.1 Indebtedness. Incur, create, assume or permit to exist any Indebtedness, except:

(a) Indebtedness existing on the Closing Date as set forth in Schedule 7.1;

(b) Indebtedness created hereunder and under the other Loan Documents;

(c) intercompany Indebtedness of Ultimate Parent and the Restricted Subsidiaries to the extent permitted by Section 7.4(c); provided that each item of intercompany Indebtedness consisting of intercompany loans and advances made by a Restricted Subsidiary that is not a Subsidiary Guarantor to a Parent Company, a Subsidiary Guarantor or Borrower shall be subordinated to the Obligations by a promissory note (which shall be in form and substance reasonably acceptable to the Required Lenders);

(d) Indebtedness of Ultimate Parent or any Restricted Subsidiary incurred to finance the acquisition, construction or improvement of any fixed or capital assets, and extensions, renewals, replacements, modifications, refundings and refinancing of any such Indebtedness that do not increase the outstanding principal amount thereof (other than to the extent of any premiums, interest or costs and expenses incurred in connection therewith); provided that (i) such Indebtedness is incurred prior to or within 180 days after such acquisition or the completion of such construction or improvement and (ii) the aggregate principal amount of Indebtedness permitted by this Section 7.1(d), when combined with the aggregate principal amount of all Capital Lease Obligations incurred pursuant to Section 7.1(e), shall not exceed $500,000 at any time outstanding;

(e) Capital Lease Obligations in an aggregate principal amount, when combined with the aggregate principal amount of all Indebtedness incurred pursuant to Section 7.1(d), not in excess of $500,000 at any time outstanding;

(f) Indebtedness in respect of bid, workers' compensation claims, self-insurance obligations, bankers' acceptances, performance or surety, appeal or similar bonds issued for the account of and completion guarantees and other similar obligations provided by Ultimate Parent or any Restricted Subsidiary in the ordinary course of business, including guarantees or obligations with respect to letters of credit supporting such bid bonds, performance bonds, surety bonds and similar obligations;

(g) Indebtedness incurred pursuant to the Prepetition Term Loan Term Loan Agreement, up to an aggregate principal amount for all such Indebtedness not to exceed the amount outstanding in respect thereof on the Petition Date;

(h) [Intentionally Omitted];

(i) Guarantee Obligations by Ultimate Parent or the Restricted Subsidiaries of Indebtedness of Ultimate Parent and the Restricted Subsidiaries so long as Ultimate Parent or the Restricted Subsidiaries incurring such Indebtedness are permitted to incur such Indebtedness represented by such Guarantee Obligation hereunder;

(j) Indebtedness of Ultimate Parent and its Subsidiaries in respect of the ABL Loan Documents (including the HUD Sub-Facility Credit Agreement) in an aggregate principal amount not exceeding the amount outstanding in respect thereof on the Petition Date;

(k) [Reserved];

(l) other Indebtedness of Ultimate Parent and its Restricted Subsidiaries incurred following the Petition Date in an aggregate principal amount not exceeding $1,000,000 at any time outstanding, so long as such Indebtedness is not Indebtedness for borrowed money;

(m) Indebtedness consisting of (A) trade obligations or (B) accrued current liabilities for services rendered to Ultimate Parent or any Restricted Subsidiary, in each case, arising in the ordinary course of business and consistent with past practice;

(n) Indebtedness in respect of netting services, automatic clearinghouse arrangements, overdraft protections, employee credit card programs and other cash management and similar arrangements in the ordinary course of business and consistent with past practice;

(o) Indebtedness representing deferred compensation to employees of the Parent Companies, Borrower or any of their Subsidiaries incurred in the ordinary course of business consistent with past practice;

(p) Guarantees incurred in the ordinary course of business in respect of obligations to suppliers, customers, franchisees, lessors and licensees, consistent with past practice;

(q) Indebtedness incurred in the ordinary course of business in respect of obligations of Ultimate Parent or any Restricted Subsidiary to pay the deferred purchase price of goods or services or progress payments in connection with such goods and services;

(r) Indebtedness consisting of (A) the financing of insurance premiums or (B) take-or-pay obligations contained in supply arrangements, in each case, in the ordinary course of business consistent with past practice;

(s) Indebtedness consisting of letters of credit issued or created in the ordinary course of business and consistent with past practice by Ultimate Parent or any of the Restricted Subsidiaries in respect of the CapOne Letter of Credit Facility in an aggregate principal amount not to exceed the amount outstanding in respect thereof as of the Petition Date and secured solely by the Liens permitted by Section 7.2(dd) and other letters of credit, bank guarantees, bankers' acceptances, warehouse receipts or similar instruments issued or created in the ordinary course of business or consistent with past practice, including in respect of workers compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance or other Indebtedness with respect to reimbursement-type obligations regarding workers compensation claims;

(t) Indebtedness of Ultimate Parent and the Restricted Subsidiaries under any Hedge Agreement permitted under Section 7.4(f);

(u) [Reserved];

(v) [Reserved];

(w) Indebtedness in respect of Real Property Financing Obligations, to the extent outstanding on the Petition Date;

(x) [Reserved];

(y) [Reserved];

(z) [Reserved];

(aa) Indebtedness of Ultimate Parent and its Subsidiaries in respect of the HUD RE Entities' obligations under the HUD RE Loan Agreements;

(bb) [Reserved]; and

(cc) Indebtedness created under the Pinta Convertible Notes.

The accrual of interest, the accretion of accreted value and the payment of interest in the form of additional Indebtedness shall not be deemed to be an incurrence of Indebtedness for purposes of this Section 7.1. The principal amount of any non-interest bearing Indebtedness or other discount security constituting Indebtedness at any date shall be the principal amount thereof that would be shown on a balance sheet of Ultimate Parent in each case, dated such date prepared in accordance with GAAP.

7.2 Liens. Create, incur, assume or permit to exist any Lien on any property or assets (including Capital Stock or other securities of any person, including Ultimate Parent or any Restricted Subsidiary) owned as of the Closing Date or thereafter acquired by it or on any income or revenues or rights in respect of any thereof, except:

(a) Liens on property or assets of Ultimate Parent and the Restricted Subsidiaries existing on the Closing Date and set forth in Schedule 7.2; provided that such Liens shall secure only those obligations which they secure on the Closing Date other than newly created improvements thereon or proceeds from the disposition of such property and extensions, renewals and replacements thereof permitted hereunder;

(b) any Lien created under the (i) Loan Documents, (ii) the HUD Sub-Facility Credit Agreement, (iii) the Prepetition Term Loan Documents and (iv) ABL Loan Documents; provided that no Lien on the CareerStaff CareSave/Welltower Pledged Shares or the CareerStaff Welltower Pledged Shares shall be permitted under this clause (iii);

(c) [reserved];

(d) Liens for Taxes not yet due or which are being contested in compliance with Section 6.3;

(e) Liens in respect of property of Ultimate Parent or the Restricted Subsidiaries imposed by Requirements of Law, which were incurred in the ordinary course of business and do not secure Indebtedness for borrowed money, such as carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business and securing obligations that are not due or payable or which are being contested in compliance with Section 6.3;

(f) pledges and deposits made in the ordinary course of business in compliance with workmen's compensation, unemployment insurance and other social security laws or regulations;

(g) deposits to secure the performance of bids, trade contracts (other than for Indebtedness), leases (other than Capital Lease Obligations), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(h) zoning restrictions, easements, rights-of-way, restrictions on use of real property and other similar encumbrances incurred in the ordinary course of business which, in the aggregate, are not substantial in amount and do not materially detract from the value of the property subject thereto or interfere with the ordinary conduct of the business of Ultimate Parent or any of the Restricted Subsidiaries;

(i) purchase money security interests in real property, improvements thereto or equipment acquired after the Closing Date (or, in the case of improvements, constructed) by Ultimate Parent or any Restricted Subsidiary; provided that (i) such security interests secure Indebtedness permitted by Section 7.1(d), (ii) such security interests are incurred, and the Indebtedness secured thereby is created, within 180 days after such acquisition (or construction)

and (iii) such security interests do not apply to any other Property or assets of Ultimate Parent or any Restricted Subsidiary;

(j) Liens securing judgments that have not resulted in an Event of Default under Section 8(i);

(k) licenses (with respect to Intellectual Property and other property), leases or subleases granted to third parties not interfering in any material respect with the ordinary conduct of the business of Ultimate Parent or any Restricted Subsidiary or resulting in a material diminution in the value of any Collateral as security for the Obligations;

(l) any (i) interest or title of a lessor or sublessor under any lease not prohibited by this Agreement, (ii) Lien or restriction that the interest or title of such lessor or sublessor may be subject to, or (iii) subordination of the interest of the lessee or sublessee under such lease to any Lien or restriction referred to in the preceding clause (ii), so long as the holder of such Lien or restriction agrees to recognize the rights of such lessee or sublessee under such lease;

(m) Liens arising from filing UCC financing statements relating solely to Leases not prohibited by this Agreement;

(n) Liens securing obligations (other than obligations representing Indebtedness for borrowed money) under operating, reciprocal easement or similar agreements entered into in the ordinary course of business of Ultimate Parent and the Restricted Subsidiaries;

(o) [reserved];

(p) Liens incurred in connection with (i) Capital Lease Obligations securing obligations permitted to be incurred pursuant to Section 7.1(e) and (ii) Real Property Financing Obligations permitted to be incurred pursuant to Section 7.1(w);

(q) pledges and deposits in the ordinary course of business and consistent with past practices securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance to Ultimate Parent or any of the Restricted Subsidiaries;

(r) Liens (i) of a collection bank arising under Section 4-210 of the Uniform Commercial Code on the items in the course of collection and (ii) in favor of a banking or other financial institution arising as a matter of law or under customary general terms and conditions encumbering deposits or other funds maintained with a financial institution (including the right of set off) and that are within the general parameters customary in the banking industry; provided that, to the extent that such collection bank, banking or other financial institution has executed and delivered a control agreement, such Lien will be subordinated or waived to the extent set forth in such control agreement;

(s) Liens (i) on cash advances in favor of the seller of any property to be acquired in an Investment permitted pursuant to Section 7.4 to be applied against the purchase price for such Investment or (ii) consisting of an agreement to Dispose of any property in a

Disposition permitted under Section 7.5, in each case, solely to the extent such Investment or Disposition, as the case may be, would have been permitted on the date of the creation of such Lien;

(t) Liens that are contractual rights of setoff (i) relating to the establishment of depository relations with banks or other financial institutions not given in connection with the issuance of Indebtedness, (ii) relating to pooled deposit or sweep accounts of Ultimate Parent or any of the Restricted Subsidiaries to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of Ultimate Parent and the Restricted Subsidiaries or (iii) relating to purchase orders and other agreements entered into with customers of Ultimate Parent or any of the Restricted Subsidiaries, in each case, in the ordinary course of business; provided that, to the extent that such collection bank, banking or other financial institution has executed and delivered a control agreement, such Lien will be subordinated or waived to the extent set forth in such control agreement;

(u) the filing of UCC financing statements solely as a precautionary measure in connection with operating leases or consignment of goods and similar arrangements in the ordinary course of business;

(v) [Reserved];

(w) in the case of any Investments in joint ventures permitted under Section 7.4(t) hereof, any put and call arrangements related to its Capital Stock set forth in its organizational documents or any related joint venture or similar agreement and in existence on the Petition Date; provided that such Capital Stock is not the Capital Stock in an Ancillary Company or an asset of an Ancillary Company;

(x) the Permitted CareerStaff Lien;

(y) other Liens with respect to property or assets of Ultimate Parent or any Restricted Subsidiary securing obligations incurred following the Petition Date in an aggregate principal amount outstanding at any time not to exceed $1,000,000;

(z) Liens in the Capital Stock of a joint venture granted in connection with the pledge or transfer of the Capital Stock of a joint venture permitted under Section 7.4(t) hereof; provided that such Capital Stock is not the Capital Stock in an Ancillary Company or an asset of an Ancillary Company;

(aa) Liens granted to secure obligations under and in accordance with (i) the Material Master Leases; provided that such Liens are subject to the terms of the Material Master Lease Intercreditor Agreements and (ii) other facility lease agreements (other than Material Master Leases) in the ordinary course of business (provided, in the case of this clause (ii), that such Liens will not be permitted on any Capital Stock in an Ancillary Company or any asset of an Ancillary Company);

(bb) Liens on any Indebtedness permitted under Section 7.1(aa);

(cc) [reserved]; and

(dd) Liens solely on cash pledged to secure obligations of Ultimate Parent or any Restricted Subsidiary with respect to the CapOne Letter of Credit Facility, and the unrestricted account in which such cash is held; provided that the cash held in such unrestricted account shall not at any time exceed 105% of the aggregate face amount of all letters of credit issued and outstanding from time to time under the CapOne Letter of Credit Facility.

7.3 [Intentionally Omitted].

7.4 Investments, Loans and Advances. Purchase, hold or acquire any Capital Stock, evidences of Indebtedness or other securities of, make or permit to exist any loans or advances to, or make or permit to exist any investment or any other interest in, any other person (all of the foregoing, "**Investments**"), except:

(a) (i) Investments by Ultimate Parent and the Restricted Subsidiaries existing on the Closing Date, in each case, in the Capital Stock of their subsidiaries and (ii) additional investments by Ultimate Parent and the Restricted Subsidiaries (other than the Ancillary Companies and the Ancillary Company Equity Holders, except to the extent such Investments are made in the form of cash or Cash Equivalents) in the Capital Stock of the Restricted Subsidiaries; provided that, (A) except as permitted by Section 6.10, any such Capital Stock held by Ultimate Parent or a Subsidiary Guarantor shall be pledged pursuant to the Security Documents to the extent required thereby and (B) after the Closing Date, the aggregate amount of investments made pursuant to this Section 7.4(a) and Section 7.4(c) by Loan Parties in, and loans and advances made pursuant to this Section 7.4(a) and Section 7.4(c) by Loan Parties to, Restricted Subsidiaries that are not Loan Parties (determined without regard to any write-downs or write-offs of such investments, loans and advances) shall not exceed $500,000 at any time outstanding;

(b) Investments in cash and Cash Equivalents;

(c) Investments made by Ultimate Parent in any Restricted Subsidiary and made by any Restricted Subsidiary (other than the Ancillary Companies and the Ancillary Company Equity Holders, except to the extent such Investments are made in the form of cash or Cash Equivalents) in Ultimate Parent or any other Restricted Subsidiary; provided that (i) any such Investments made by a Loan Party shall be pledged pursuant to the Security Documents to the extent required thereby and (ii) the amount of such Investments made by Loan Parties in Restricted Subsidiaries that are not Loan Parties shall be subject to the limitation set forth in clause (a) above;

(d) Investments received in connection with the bankruptcy or reorganization of, or settlement of delinquent accounts and disputes with, customers and suppliers, in each case in the ordinary course of business; provided that, Borrower shall provide prompt written notice to the Administrative Agent of any such settlement of accounts for which the face value is greater than or equal to $1,000,000 individually (or for a group of related accounts) and for each such settlement if the aggregate face value of such accounts is greater than or equal to $15,000,000 in any year;

(e) Ultimate Parent and the Restricted Subsidiaries may make loans and advances in the ordinary course of business to employees, directors and officers of the Parent Companies, Borrower and the Restricted Subsidiaries in an aggregate principal amount at any time

outstanding, when added to the aggregate amount of guarantees under Section 7.1(w), not to exceed $1,000,000 (i) for reasonable and customary business-related travel, entertainment, relocation and analogous ordinary business purposes, (ii) in connection with such person's purchase of Capital Stock of Ultimate Parent and (iii) for any other purpose;

(f) Ultimate Parent and the Restricted Subsidiaries may enter into Hedge Agreements that are not speculative in nature and are made in the ordinary course of business;

(g) to the extent that such assets or Capital Stock are transferred to Ultimate Parent or a Restricted Subsidiary contemporaneously with such acquisition and such acquisition is consensual and approved by the board of directors of such Acquired Entity or Business, Ultimate Parent and the Restricted Subsidiaries may acquire all or substantially all the assets of a Person or line of business of such Person, or not less than 75% of the Capital Stock (other than directors' qualifying shares) of a Person; provided that (i) the Acquired Entity or Business shall be in a line of Business permitted by Section 7.8(a); and (ii) at the time of such transaction (A) after giving effect thereto, no Event of Default shall have occurred and be continuing, and (B) Ultimate Parent shall comply, and shall cause the Acquired Entity or Business to comply, with the applicable provisions of Sections 6.10 and 6.16 and the Security Documents to the extent required thereby.

(h) Investments set forth in Schedule 7.4;

(i) Ultimate Parent and the Restricted Subsidiaries may receive and hold promissory notes and other non-cash consideration received in connection with Asset Sales permitted under Section 7.5;

(j) Ultimate Parent and the Restricted Subsidiaries may make Capital Expenditures permitted hereunder;

(k) [reserved];

(l) the equity Investment by Genesis Holdings LLC in CareerStaff in the form of the 94,677 Class B Units issued pursuant to and as contemplated by (and as defined in) the Permitted CareerStaff Securities Purchase Agreement and any equity interests of CareSave into which such Class B Units are converted;

(m) Investments made directly to the Insurance Captives in the amounts required by the actuarial analysis or statutory requirement, copies of which are provided to the Administrative Agent pursuant to Section 6.5;

(n) to the extent constituting Investments, transactions permitted by Sections 7.1, 7.2, 7.3, 7.5, and 7.6;

(o) Investments to the extent financed solely with the Qualified Capital Stock of Ultimate Parent;

(p) Guarantees incurred by Ultimate Parent or any Restricted Subsidiary with respect to operating leases or of other obligations that do not constitute Indebtedness, in each case entered into by Ultimate Parent or any Restricted Subsidiary in the ordinary course of business;

(q) Investments of any Person in existence at the time such Person becomes a Restricted Subsidiary in accordance with the terms hereof; provided that such Investment was not made in connection with or anticipation of such Person becoming a Restricted Subsidiary and any modification, replacement, renewal or extension thereof on terms at least as favorable on the whole to the Lenders;

(r) loans and advances to any Parent Company (other than by any Ancillary Company or any Ancillary Company Equity Holder, except to the extent such Investments are made in the form of cash or Cash Equivalents) in lieu of, and not in excess of the amount of (after giving effect to any other such loans or advances), Restricted Payments to the extent permitted to be made to such Parent Company in accordance with Section 7.6(a);

(s) [reserved];

(t) Investments in joint ventures existing as of the Petition Date as set forth on Schedule 7.4(t); and

(u) [reserved].

For purposes of covenant compliance with this Section 7.4, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment, less any amount paid, repaid, returned, distributed or otherwise received in cash in respect of such Investment not to exceed the original amount of such Investment.

Notwithstanding the foregoing, neither Ultimate Parent nor any Restricted Subsidiary shall make any Investment following the Petition Date in any Unrestricted Subsidiaries.

7.5 Mergers, Consolidations, Sales of Assets and Acquisitions.

(a) Consummate any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), effect any LLC Division, or Dispose of all or substantially all of its Property or business.

(b) Make any Asset Sale (other than (i) an involuntary Asset Sale, such as casualty, condemnation or similar events, (ii) a Disposition of any Healthcare Facility for which the Bankruptcy Court has entered an order approving the Debtors' rejection of the applicable lease for such Healthcare Facility, which order is in form and substance mutually agreed to between the Debtors and the Lenders, or (iii) any other Asset Sale for which the Bankruptcy Court has entered an order approving such Asset Sale, which order is in form and substance mutually agreed to between the Debtors and the Lenders).

(c) Notwithstanding anything to the contrary contained in any provision of this Agreement or any other Loan Document, the Net Cash Proceeds of an Asset Sale (or any other Disposition permitted under Section 7.5(a)(v)) may not be used to make any Prohibited Payment;

(d) Notwithstanding anything to the contrary contained in any provision of this Agreement or any other Loan Document, no Disposition of the CareerStaff Pledged Shares shall be permitted hereunder.

7.6 Restricted Payments; Restrictive Agreements. (a) Declare or make, any Restricted Payment; provided that (i)(A) Borrower may declare and pay dividends or make other distributions to Ultimate Parent and its Subsidiary that is a managing member of Borrower (it being understood and agreed that this clause (i)(A) shall not permit any Restricted Payments to be made by Borrower to any Person other than Ultimate Parent and its Subsidiary that is a managing member of Borrower and that dividends or other distributions pursuant to this clause (i)(A) may in any event be made only to recipients that are Loan Parties) and (B) any Subsidiary may make a Restricted Payment to a Loan Party; (ii) Borrower and the Restricted Subsidiaries may acquire shares of Ultimate Parent delivered or to be delivered to a director, officer or employee of the Parent Companies, Borrower or a Restricted Subsidiary in connection with the grant, vesting, exercise or payment of a stock option, warrant or other equity or equity-based award granted by the Parent Companies, Borrower or a Restricted Subsidiary, and the Loan Parties may make distributions in order to satisfy the exercise or purchase price of the award and/or any Tax withholding obligations arising in connection with such event, provided that any Restricted Payment made under this clause (ii) shall be non-cash; (iii) [reserved]; (iv) payments of customary fees to members of its or any Parent Company's board of directors and in respect of insurance coverage or for indemnification obligations under any law, indenture, contract or agreement to any director or officer of any Parent Company or any of its Restricted Subsidiaries shall be permitted; (v) [reserved]; (vi) [reserved]; (vii) [reserved]; (viii) any Parent Company may make payments in cash, in lieu of the issuance of fractional shares, upon the exercise of warrants or upon the conversion or exchange of Capital Stock of Ultimate Parent and Borrower; (ix) [reserved]; and (x) Borrower may pay cash distributions in respect of taxes owing by Borrower's direct or indirect investors in respect of GHLLC and the Restricted Subsidiaries; provided that (i) no payments or distributions may be made under any provision of this Section 7.6(a) or otherwise in the case of any Default or Event of Default having occurred and being continuing and (ii) the Ancillary Companies and the Ancillary Company Equity Holders shall not be permitted to make any Restricted Payments other than in the form of cash or Cash Equivalents.

(b) Enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any condition upon (i) the ability of Ultimate Parent or any Restricted Subsidiary to create, incur or permit to exist any Lien upon any of its property or assets to secure the Obligations, or (ii) the ability of any Subsidiary to pay dividends or other distributions with respect to any of its Capital Stock or to make or repay loans or advances to Ultimate Parent or any Restricted Subsidiary or to guarantee Indebtedness of Ultimate Parent or any Restricted Subsidiary; provided that (A) the foregoing shall not apply to restrictions and conditions imposed by law or regulations or by any Loan Document, the ABL Loan Documents, any Material Master Lease entered into prior to the Closing Date, or such other Indebtedness as is set forth on Schedule 7.1, (B) the foregoing shall not apply to customary restrictions and conditions contained in agreements relating to the sale of a Subsidiary or any other permitted asset sale pending such sale; provided such restrictions and conditions apply only to the Subsidiary or other asset that is to be sold and such sale is permitted hereunder, (C) the foregoing shall not apply to restrictions and conditions imposed on any Foreign Subsidiary by the terms of any Indebtedness of such Foreign Subsidiary permitted to be incurred hereunder, (D) clause (i) of the foregoing shall not apply to

restrictions or conditions imposed by any agreement creating Liens permitted by Section 7.2 prohibiting further Liens on the properties encumbered thereby, (E) clause (i) of the foregoing shall not apply to (x) customary provisions in Leases and other contracts restricting the subletting or assignment thereof or (y) any Material Master Leases entered into after the Closing Date; provided, however, in each case, such restrictions shall not be more adverse to the Lenders and Borrower than the equivalent restrictions set forth in these Material Master Leases existing as of the Restatement Date, as modified by the Material Master Lease Intercreditor Agreements, (F) the foregoing shall not apply to customary provisions in joint venture agreements, partnership agreements, limited liability organizational governance documents, asset sale agreements, sale and leaseback agreements and other similar agreements, (G) the foregoing shall not apply to restrictions and conditions in any other agreement that does not restrict in any manner (directly or indirectly) Liens created pursuant to the Loan Documents on any Collateral securing the Obligations and does not require the direct or indirect granting of any Lien securing any Indebtedness or other obligation by virtue of the granting of Liens on or pledge of property of any Loan Party to secure the Obligations, (H) the foregoing shall not apply to restrictions and conditions in any Indebtedness permitted pursuant to Section 7.1 to the extent such restrictions or conditions are no more restrictive than the restrictions and conditions in the Loan Documents, (I) the foregoing shall not apply to customary provisions restricting assignment of any agreement entered into by Ultimate Parent or any Restricted Subsidiary in the ordinary course of business, (J) [reserved], (K) the foregoing shall not apply to restrictions and conditions that (x) exist in any agreement in effect at the time any Restricted Subsidiary becomes a Subsidiary of Ultimate Parent in each case, so long as such agreement was not entered into in contemplation of such person becoming a Subsidiary, (y) is imposed by any amendments or refinancings that are otherwise permitted by the Loan Documents of the contracts, instruments or obligations referred to above; provided that such amendments and refinancings are no more materially restrictive with respect to such prohibitions and limitations than those prior to such amendment or refinancing and such restrictions are limited solely to such Restricted Subsidiary, and (L) clause (i) of the foregoing shall not apply to the CareerStaff CareSave/Welltower Pledged Shares under the CareerStaff Securities Purchase Agreement (it being acknowledged and agreed that a Lien securing the Obligations on such CareerStaff CareSave/Welltower Pledged Shares shall be permitted subject to the CareSave Intercreditor Agreement).

7.7 Transactions with Affiliates. Except for transactions between or among Ultimate Parent and the Restricted Subsidiaries, sell or transfer any property or assets to, or purchase or acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates; provided that the following transactions shall be permitted;

(a) Investments permitted under Section 7.4(e), (p) and (q); and

(b) Restricted Payments permitted under Section 7.6;

7.8 Business of Borrower and the Restricted Subsidiaries. (a) Engage at any time in any Business or Business activity other than the Business currently conducted by it and, in the good faith judgment of Ultimate Parent, Business activities reasonably incidental, complementary or related thereto.

(b) Amend, modify or otherwise change, or consent or agree to any amendment, modification, waiver or other change to any organizational documents of any Loan Party in any manner that is materially adverse to the Lenders, without the prior consent of the Administrative Agent (with approval of the Required Lenders).

(c) Sell, lease, transfer or otherwise convey, in one or a series of related transactions, all or substantially all of the assets of Ultimate Parent and the Restricted Subsidiaries, taken as a whole.

7.9 Other Indebtedness and Agreements. (a) (i) Permit any waiver, supplement, modification, amendment, termination or release of any indenture, instrument or agreement pursuant to which any Subordinated Indebtedness or unsecured Material Indebtedness (for the avoidance of doubt, excluding Real Property Financing Obligations) of Ultimate Parent or any Restricted Subsidiary is outstanding if the effect of such waiver, supplement, modification, amendment, termination or release would materially increase the obligations of the obligor or confer additional material rights on the holder of such Indebtedness in a manner materially adverse to Ultimate Parent, such Restricted Subsidiary or the Lenders; or (ii) permit any waiver, supplement, modification, amendment, termination or release of the VSR Leases in any manner that is materially adverse to the Lenders without the prior written consent of Administrative Agent, which shall not be unreasonably withheld;

(b) Make any distribution, whether in cash, property, securities or a combination thereof, in respect of, or pay, or commit to pay, or directly or indirectly redeem, repurchase, retire or otherwise acquire for consideration, other than regular scheduled payments of principal and interest as and when due (to the extent not prohibited by applicable subordination provisions), or set apart any sum for the aforesaid purposes, any Subordinated Indebtedness (other than (i) the Loans, (ii) [reserved], (iii) the conversion or exchange into Capital Stock of any Parent Company and (iv) pursuant to the terms of Indebtedness convertible or exchangeable into, or by reference to, Capital Stock of any Parent Company).

7.10 CareerStaff Securities Purchase Agreement Related Documents. Directly or indirectly, amend, modify, waive or frustrate the purpose of any provision of (i) any CareerStaff Securities Purchase Agreement Related Document (including without limitation the operating agreement or similar governing document of CareerStaff) (it being agreed that provisions (x) related to the restriction of transfer of the equity interests of CareerStaff or CareSave to third parties and (y) related to the right to convert the equity interests of CareerStaff into equity interests of CareSave or an affiliate thereof shall each be deemed to be adverse to the Agent and the other Secured Parties), in each case, in a manner that is adverse to Agent or any Lender, in each case, without the prior written consent of Agent (acting at the direction of the Lenders).

7.11 Account Changes; Fiscal Year. Change its fiscal year or its method for determining fiscal quarters or fiscal months.

7.12 Capital Expenditures. Permit the aggregate amount of Capital Expenditures made by Ultimate Parent and its Restricted Subsidiaries on a consolidated basis, in any period, to exceed the amount set forth in the Approved DIP Budget for such period.

7.13 Ancillary Companies and Ancillary Company Equity Holders. Notwithstanding any other provisions herein:

(a) no Ancillary Company shall enter into, make or consummate, or permit to exist any Asset Sale, Disposition, Restricted Payment or other transfer of assets, except as permitted in compliance with Section 6.16, Section 7.5 and Section 7.13;

(b) no Ancillary Company Equity Holder shall make any Asset Sale, Disposition or Restricted Payment with respect to the Capital Stock of any Ancillary Company, except as permitted in compliance with Section 6.16(a), Section 7.5 and Section 7.13;

(c) the Loan Parties shall not (i) dissolve or liquidate (x) any Ancillary Company other than into any other Ancillary Company or any Guarantor that shall become an Ancillary Company or (y) any Ancillary Company Equity Holder other than into any other Ancillary Company Equity Holder or any Guarantor that shall become an Ancillary Company Equity Holder or (ii) except as permitted by Section 7.5(a) with respect to permitted mergers of Ancillary Companies and Ancillary Company Equity Holders, permit any Affiliate of any Loan Party to directly or indirectly operate the businesses operated by the Ancillary Companies as of the Restatement Date, regardless of any transfer (or lack thereof) of any assets of an Ancillary Company or any Capital Stock in any Ancillary Company;

(d) none of the assets of the Ancillary Companies and none of the Capital Stock of the Ancillary Companies will be transferred directly or indirectly to any Subsidiary of Ultimate Parent that is not both a Restricted Subsidiary of the Borrower and a Guarantor without the prior written consent of the Lenders; and

(e) no sale or issuance of Capital Stock by any Ancillary Company, Ancillary Company Equity Holder or Ancillary Parent Company that would result in such Ancillary Company, Ancillary Company Equity Holder or Ancillary Parent Company ceasing to be an entity in which the majority of the outstanding Capital Stock is owned directly or indirectly by the Borrower will be permitted without the prior written consent of the Lenders.

7.14 Permitted Variance. For each Variance Testing Period, permit (i) aggregate Actual Disbursement Amounts to exceed aggregate Budgeted Disbursement Amounts (each as calculated on an aggregate basis as opposed to on a line-by-line basis), in each case, for such Variance Testing Period, by more than the Permitted Variance and (ii) aggregate Budgeted Cash Receipts to exceed aggregate Actual Cash Receipts (each as calculated on an aggregate basis as opposed to on a line-by-line basis), in each case, for such Variance Testing Period, by more than the Permitted Variance.

7.15 Orders. Notwithstanding anything to the contrary herein, use any portion or proceeds of the Loans or the Collateral, or disbursements set forth in the Approved DIP Budget, for payments or purposes that would violate the terms of the DIP Orders.

7.16 Insolvency Proceeding Claims. Incur, create, assume, suffer to exist or permit any other super priority administrative claim which is pari passu with or senior to the claim of the Administrative Agent or the Lenders against the Loan Parties, except as set forth in the DIP Orders.

7.17 Bankruptcy Actions. Absent direction of the Required Lenders, file a motion seeking, or consent to the entry of, any order of the Bankruptcy Court granting authority to (x) take any action that is prohibited by the terms of this Agreement, the DIP Orders or the other Loan Documents or (y) refrain from taking any action that is required to be taken by the terms of the DIP Orders or any of the other Loan Documents.

SECTION 8 EVENTS OF DEFAULT

In case of the happening of any of the following events (each an "**Event of Default**"):

(a) any representation or warranty made or deemed made in or in connection with any Loan Document hereunder, or any representation, warranty, statement or information contained in any report, certificate, financial statement or other instrument furnished in connection with or pursuant to any Loan Document, shall prove to have been incorrect, false or misleading in any material respect when so made, deemed made or furnished;

(b) default shall be made in the payment of any principal of any Loan when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or by acceleration thereof or otherwise;

(c) default shall be made in the payment of any interest on any Loan or any fee or any other amount (other than an amount referred to in (b) above) due under any Loan Document, when and as the same shall become due and payable, and such default shall continue unremedied for a period of 3 Business Days;

(d) default shall be made in the due observance or performance by any Loan Party of any covenant, condition or agreement contained in Section 5.1, Section 5.2(a)(i), Section 5.6, Section 6.1 (solely with respect to Borrower), Section 6.9, Section 6.14, Section 6.17 or in Section 7;

(e) default shall be made in the due observance or performance by any Loan Party of any covenant, condition or agreement contained in any Loan Document (other than those specified in (b), (c) or (d) above or (n) below) and such default shall continue unremedied for a period of 30 days after the earlier of (i) the date on which a Responsible Officer of any Loan Party becomes aware of such failure and (ii) the date on which notice thereof shall have been given to Borrower from the Administrative Agent or the Required Lenders;

(f) [reserved];

(g) [reserved];

(h) [reserved];

(i) one or more judgments, orders or decrees shall be rendered on or after the Closing Date against the Parent Companies, Borrower, or any of the Guarantors, or any combination thereof, and the same shall remain undischarged for a period of 60 consecutive days during which execution shall not be effectively vacated, discharged, bonded or stayed, or any writ or warrant of attachment or similar process shall be entered or filed upon assets or properties of

the Parent Companies, Borrower, or any of the Guarantors to enforce any such judgment, order or decree and such judgment, order or decree is for the payment of money in an aggregate amount in excess of $2,000,000 (net of any amounts covered by applicable insurance or self-insurance); for the avoidance of doubt and without limiting the generality of the foregoing, this Section 8(i) shall apply to any judgment, order or decree in favor of a landlord under any Material Master Leases for the payment of money in an aggregate amount in excess of $2,000,000;

(j) an ERISA Event shall have occurred that when taken together with all other such ERISA Events, could reasonably be expected to result in a liability of the Parent Companies, Borrower or any of the Restricted Subsidiaries in an aggregate amount that could reasonably be expected to result in a Material Adverse Effect;

(k) except pursuant to a valid, binding and enforceable termination or release permitted under the Loan Documents and executed by the Administrative Agent or as otherwise expressly permitted under any Loan Document, (i) other than solely as the result of an action or failure to act on the part of Administrative Agent, any material provision of any Loan Document shall, at any time after the delivery of such Loan Document, fail to be valid and binding on, or enforceable against, any Loan Party that is a party thereto, (ii) other than solely as the result of an action or failure to act on the part of Administrative Agent, any Loan Document purporting to grant a Lien to secure any Obligation shall, at any time after the delivery of such Loan Document, fail to create a valid and enforceable Lien on any material portion of the Collateral purported to be covered thereby or such Lien shall fail or cease to be a perfected Lien with the priority required in the relevant Loan Document, or (iii) any Loan Party shall state in writing that any of the events described in clause (i) or (ii) above shall have occurred;

(l) the occurrence of a Change of Control;

(m) the formal written revocation or termination by any Governmental Authority of any Primary License related to Healthcare Facilities to the extent any such revocations or terminations, in the aggregate, could reasonably be expected to result in a Material Adverse Effect;

(n) default shall be made in the due observance or performance by any Loan Party of the covenant set forth in Section 6.16; or

(o) the occurrence of any of the following in any of the Chapter 11 Cases, except to the extent waived in writing by the Required Lenders or if Lenders seek or support any such action:

(i) failure to make payments including adequate protection payments when due;

(ii) filing of a Plan of Reorganization by the Debtors that does not propose to indefeasibly repay the Obligations, to the extent outstanding, in full in cash on the effective date of such Plan of Reorganization, unless otherwise consented to in writing by the Required Lenders prior to its filing;

(iii) any of the Debtors shall file a pleading seeking to vacate or modify the Interim DIP Order or the Final DIP Order over the objection of the Lenders;

(iv) entry of an order without the prior written consent of each of the Lenders amending, supplementing or otherwise modifying the Interim DIP Order or the Final DIP Order;

(v) entry of an order without the express written consent of each of the Lenders obtaining additional financing from a party other than the Lenders under section 364(d) of the Bankruptcy Code except if such financing contemplates payment in full of the Obligations immediately upon the closing of such financing;

(vi) reversal, vacatur or stay of the effectiveness of the Interim DIP Order or the Final DIP Order except to the extent reversed within 10 Business Days;

(vii) any violation of any material term of the Interim DIP Order or the Final DIP Order by the Debtors;

(viii) termination of the Debtors' right to use Cash Collateral as permitted under the DIP Orders;

(ix) failure to comply with the Approved DIP Budget, including Permitted Variances;

(x) entry of an order granting any objector, movant or plaintiff the right to file any Challenge Proceeding (as defined in the DIP Orders);

(xi) dismissal of the Chapter 11 Case of a Debtor with material assets or conversion of the Chapter 11 Case of a Debtor with material assets to a case under chapter 7 of the Bankruptcy Code, or any Debtor shall file a motion or other pleading seeking such dismissal or conversion of any Chapter 11 Case;

(xii) appointment of a chapter 11 trustee or examiner with enlarged powers, or any Debtor shall file a motion or other pleading seeking such appointment;

(xiii) failure to meet a Milestone, unless extended or waived by the prior written consent (email being sufficient) of each of the Lenders;

(xiv) the Debtors' filing of a motion to reject the Welltower Leases or the Omega Lease or modify the claim(s) of the WELL/OHI Master Lease Landlords (as defined in the DIP Orders) or the failure of the Debtors to make any payment when due of postpetition Rents (as defined in the Welltower Leases or the Omega Lease, as applicable) accruing on account of the WELL/OHI Master Lease Obligations (as defined in the DIP Orders), unless otherwise waived by the prior written consent (email being sufficient) of the applicable WELL/OHI Master Lease Landlord, or the failure of the Debtors to make any payment when due of other postpetition rents, unless otherwise waived by the prior written consent (email being sufficient) of the applicable WELL/OHI Master Lease Landlord or the occurrence and continuation of any other "Event of Default" under the

WELL/OHI Master Lease Documents (other than a default of the type described in section 365(b)(2) of the Bankruptcy Code or any default that existed prior to the Petition Date and is continuing following the Petition Date) unless otherwise waived by the prior written consent (email being sufficient) of the applicable WELL/OHI Master Lease Landlord;

(xv) the Debtors' filing of a motion to reject any of the VSR Leases or modify the claim(s) of the Landlord thereunder, or the failure of the Debtors to make any payment when due (without taking into account any stays or other relief provided by commencement of the Chapter 11 Cases) of postpetition Rents (as defined in the VSR Leases, as applicable) accruing on account of the obligations thereunder, unless otherwise waived by the prior written consent (email being sufficient) of the applicable Landlord under the VSR Leases, or the failure of the Debtors to make any payment when due (without taking into account any stays or other relief provided by commencement of the Chapter 11 Cases) of other postpetition rents, unless otherwise waived by the prior written consent (email being sufficient) of the applicable Landlord under the VSR Leases, or the occurrence of a VSR Lease Default (other than a default of the type described in section 365(b)(2) of the Bankruptcy Code or any default that existed prior to the Petition Date and is continuing following the Petition Date) unless otherwise waived by the prior written consent (email being sufficient) of the applicable Landlord under the VSR Leases;

(xvi) the Debtors' filing of a motion to reject the PA 22 Sub-Subleases or PA 22 OTA or modify the claim(s) of the Landlords or counterparties thereunder or the failure of the Debtors to make any payment when due (without taking into account any stays or other relief provided by commencement of the Chapter 11 Cases) of postpetition Rents (as defined in the PA 22 Sub-Subleases) accruing on account of the obligations thereunder, unless otherwise waived by the prior written consent (email being sufficient) of the applicable Landlord under the PA 22 Sub-Subleases, or the failure of the Debtors to make any payment when due (without taking into account any stays or other relief provided by commencement of the Chapter 11 Cases) of other postpetition rents, unless otherwise waived by the prior written consent (email being sufficient) of the applicable Landlord under the PA 22 Sub-Subleases, or the occurrence and continuation of any other "Event of Default" under the PA 22 Sub-Subleases or PA 22 OTA (other than a default of the type described in section 365(b)(2) of the Bankruptcy Code) unless otherwise waived by the prior written consent (email being sufficient) of the applicable Landlord or counterparty under the PA 22 Sub-Subleases or PA 22 OTA;

(xvii) the Debtors' filing of a motion to reject the JV Leases or modify the claim(s) of the Landlords thereunder or the failure of the Debtors to make any payment when due (without taking into account any stays or other relief provided by commencement of the Chapter 11 Cases) of postpetition Rents (as defined in the JV Leases) accruing on account of the obligations thereunder, unless otherwise waived by the prior written consent (email being sufficient) of the applicable Landlord under the JV Leases, or the failure of the Debtors to make any payment when due (without taking into account any stays or other relief provided by commencement of the Chapter 11 Cases) of other postpetition rents, unless otherwise waived by the prior written consent (email being sufficient) of the applicable Landlord under the JV Leases, or the occurrence and continuation of any other "Event of Default" under the JV Leases (other than a default of the type described in section

365(b)(2) of the Bankruptcy Code) unless otherwise waived by the prior written consent (email being sufficient) of the applicable Landlord under the JV Leases;

(xviii) the Debtors' filing of (or supporting another party in the filing of) a motion seeking entry of, or the entry of an order by the Bankruptcy Court, granting any superpriority claim or lien (except as contemplated herein) which is senior to or pari passu with the Obligations;

(xix) the Debtors seeking, or supporting any other person's motion seeking (in any such case, verbally in any court of competent jurisdiction or by way of any motion or pleading filed with the Bankruptcy Court, or any other writing to another party in interest by the Debtors), to challenge the validity or enforceability of any of the obligations of the parties under the Prepetition Secured Documents (as defined in the DIP Orders);

(xx) the Debtors filing a motion for the Bankruptcy Court to approve a sale of the Collateral under section 363 of the Bankruptcy Code, unless such proposed sale is approved by each of the Lenders, in their sole discretion;

(xxi) any Debtor shall fail to execute and deliver to the Lenders any agreement, financing statement, trademark filing, copyright filing, notices of lien or similar instruments or other documents that the Lenders may reasonably request from time to time to more fully evidence, confirm, validate, perfect, preserve and enforce the Liens created in favor of the Lenders;

(xxii) the Debtors shall assert in any pleading filed in any court that the guarantee contained in the Loan Documents is not valid and binding, for any reason, to be in full force and effect, other than under the terms hereof or thereof;

(xxiii) payment of or granting adequate protection with respect to prepetition debt, other than as included in the Approved DIP Budget, expressly provided herein, or as otherwise consented to by each of the Lenders;

(xxiv) expiration or termination of the period provided by section 1121 of the Bankruptcy Code for the exclusive right to file a plan with respect to a Debtor with material assets unless such expiration or termination was sought by any of the Prepetition Secured Parties (as defined in the DIP Orders) or the Lenders;

(xxv) cessation of the DIP Liens or the DIP Claims (each as defined in the DIP Orders) to be valid, perfected and enforceable in all respects;

(xxvi) any Debtor asserting any right of subrogation or contribution against any other Debtor until all borrowings under the Facility are paid in full and the commitments are terminated;

(xxvii) subject to entry of the Final DIP Order, the allowance of any claim or claims under section 506(c) of the Bankruptcy Code or otherwise against any Prepetition TL/ML Secured Party (as defined in the DIP Orders);

(xxviii)the entry of an order in any of the Chapter 11 Cases granting relief from any stay or proceeding (including, without limitation, the automatic stay) so as to allow a third party to proceed with foreclosure against a material portion of the Debtors' assets;

(xxix) the entry of an order in any Chapter 11 Case avoiding or requiring repayment of any portion of the payments made on account of the Obligations owing under the Loan Documents; and

(xxx) the entry of an order by the Bankruptcy Court providing relief adverse to the interests of any Lender or any Prepetition Secured Party (as defined in the DIP Orders) with respect to any motion, objection, application or adversary proceeding challenging the validity, enforceability, perfection or priority of, or seeking avoidance, subordination or characterization of, any portion of the Prepetition Secured Obligations (as defined in the DIP Orders) and/or the liens and security interests securing the Prepetition Secured Obligations or asserting any other claim or cause of action against and/or with respect to the Prepetition Secured Obligations or the liens and security interests securing the Prepetition Secured Obligations, but excluding preliminary or final relief granting standing to any other party to prosecute such claims, causes of action or proceeding.

then, and in every such event, and at any time thereafter during the continuance of such event, subject to the DIP Orders and the next succeeding paragraph, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Borrower, take either or both of the following actions, at the same or different times: (i) terminate forthwith the Commitments and (ii) declare the Loans then outstanding to be forthwith due and payable in whole or in part, whereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and any unpaid accrued fees and all other liabilities of the Borrower accrued hereunder and under any other Loan Document, shall become forthwith due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Borrower, anything contained herein or in any other Loan Document to the contrary notwithstanding, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Borrower, anything contained herein or in any other Loan Document to the contrary notwithstanding.

Immediately upon the occurrence and during the continuation of a DIP Termination Event (as defined in the DIP Orders), any stay, whether arising under section 362 of the Bankruptcy Code or otherwise, but subject to the terms of the DIP Orders, is hereby modified, without further notice to, hearing of, or order from the Bankruptcy Court, to the extent necessary to permit the Administrative Agent to, upon the delivery of written notice (which may include electronic mail) to the DIP Remedies Notice Parties (as defined below): (i) declare all Obligations to be immediately due and payable; (ii) terminate, reduce, or restrict any commitment to extend credit to the Loan Parties under the Loan Documents (to the extent any such commitment remains); (iii) terminate the Facility and the Loan Documents as to any future liability or obligation thereunder, but without affecting the DIP Liens (as defined in the DIP Orders) or the Obligations; (iv) charge interest at the default rate hereunder; (v) terminate and/or revoke the Debtors' right, if any, under the DIP Orders and the Loan Documents to use any Cash Collateral of the DIP Secured Parties (as defined in the DIP Orders); (vi) otherwise enforce any and all rights against the DIP Collateral (as

defined in the DIP Orders) in the possession of the Lenders; and (vii) take any other actions or exercise any other rights or remedies permitted under the DIP Orders, the Loan Documents, or applicable law; provided that prior to the exercise of any right in clauses (v) through (vii) of this paragraph, the Lenders shall be required to provide five (5) Business Days' written notice (by electronic mail or other electronic means) to counsel to the Debtors, counsel to the Prepetition ABL Agents (as defined in the Interim DIP Order), counsel to the Prepetition Term Loan Agent, counsel to the Official Committee, if any, and the U.S. Trustee (the "**DIP Remedies Notice Parties**") of the Lenders' intent to exercise their rights and remedies (the "**DIP Remedies Notice Period**"); provided, further, that the Lenders shall not be obligated to make any loans or advances hereunder during any DIP Remedies Notice Period; provided further that, for the avoidance of doubt, the Debtors may continue to use any Cash Collateral prior to the expiration of the DIP Remedies Notice Period so long as such Cash Collateral is used in accordance with the Approved DIP Budget (subject to Permitted Variances).

SECTION 9 THE AGENTS

9.1 Appointment. Each Lender hereby irrevocably appoints Welltower OP LLC to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. Welltower OP LLC hereby accepts such appointment. Each Lender and each Loan Party hereby agrees that at the time that Welltower Lender has been repaid pursuant to Section 2.14(i) such that the remaining outstanding balance of the portion of the Loans held by Omega Lender is greater than 60% of the remaining outstanding balance of the portion of the Loans, exclusive of the remaining outstanding balance of the portion of the Loans held by the WAX Lender, Omega Lender shall automatically and without any further action of the parties replace Welltower OP LLC as Administrative Agent hereunder; provided that Omega Lender may at such time designate an Affiliate of Omega Lender to serve as Administrative Agent. From time to time each of the Administrative Agent and the Lenders shall execute and deliver, or cause to be executed and delivered, such additional instruments, certificates or documents, and take all such actions, as the Administrative Agent and the Lenders shall reasonably request in furtherance of any change in the Administrative Agent under the immediately prior sentence of this Section 9.1. The provisions of this Article are solely for the benefit of the Agents and the Lenders, and Borrower shall not have rights as a third-party beneficiary of any of such provisions. It is understood and agreed that the use of the term "agent" herein or in any other Loan Documents (or any other similar term) with reference to any Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable Law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties.

9.2 Delegation of Duties. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of

the Facility as well as activities as the Administrative Agent. The Administrative Agent shall not be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and non-appealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub-agents.

9.3 Exculpatory Provisions. (a) No Agent shall have any duties or obligations except those expressly set forth herein and in the other Loan Documents, and its duties hereunder shall be administrative in nature. Without limiting the generality of the foregoing, no Agent shall: (i) be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing; (ii) have any duty to take any discretionary action or exercise any discretionary powers, except (in the case of the Administrative Agent) discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents); provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable Law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law; and (iii) except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to Borrower or any of its Affiliates that is communicated to or obtained by such Agent or any of its Affiliates in any capacity.

(b) The Administrative Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Section 8 and Section 10.1), or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and non-appealable judgment. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default unless and until the Administrative Agent shall have received written notice from a Lender or Borrower referring to this Agreement, describing such Default and stating that such notice is a "notice of default."

(c) No Agent-Related Person shall be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or (v) the satisfaction of any condition set forth in Section 4 or elsewhere herein, other than (in the case of the Administrative Agent) to confirm receipt of items expressly required to be delivered to it

9.4 Reliance by the Agents. Each Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting

or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. Each Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to any borrowing that by its terms shall be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to any such borrowing. The Administrative Agent may consult with legal counsel (who may be counsel for Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

9.5 Non-Reliance on Agents and Other Lenders. Each Lender expressly acknowledges that neither the Agents nor any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates have made any representations or warranties to it and that no act by the Agents taken on and after the Closing Date, including any review of the affairs of a Loan Party or any Affiliate of a Loan Party, shall be deemed to constitute any representation or warranty by any Agent to any Lender. Each Lender represents to the Agents that it has, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their Affiliates and made its own decision to make its Loans hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under the applicable Loan Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their Affiliates. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Agents hereunder, the Agents shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of any Loan Party or any Affiliate of a Loan Party that may come into the possession of either Agent or any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates.

9.6 Indemnification. Whether or not the transactions contemplated hereby are consummated, each Lender shall indemnify upon demand each Agent-Related Person (to the extent not reimbursed by or on behalf of Borrower and without limiting the obligations of any Loan Party to do so) on a pro rata basis (determined as of the time that the applicable payment is sought based on each Lender's ratable share at such time) and hold harmless each Agent-Related Person against any and all Indemnified Liabilities incurred by it; provided that no Lender shall be liable for payment to any Agent-Related Person of any portion of such Indemnified Liabilities to the extent determined in a final, non-appealable judgment of a court of competent jurisdiction to have resulted from such Agent-Related Person's own gross negligence or willful misconduct (and no action taken in accordance with the directions of the Required Lender shall be deemed to constitute gross negligence or willful misconduct for purposes of this Section). In the case of any investigation, litigation or proceeding giving rise to any Indemnified Liabilities, this Section applies whether any such investigation, litigation or proceeding is brought by any Lender or any other Person. Without limitation of the foregoing, each Lender shall reimburse the Administrative

Agent upon demand for its ratable share of any costs or out-of-pocket expenses (including the fees, disbursements and other charges of counsel) incurred by the Administrative Agent in connection with preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights and responsibilities under, this Agreement, any other Loan Document, or any document contemplated by or referred to herein, to the extent that the Administrative Agent is not reimbursed for such costs or expenses by or on behalf of Borrower.

To the extent required by any applicable Law, the Administrative Agent may withhold from any payment to any Lender an amount equivalent to any U.S. federal income Tax. If the IRS or any other Governmental Authority asserts a claim that the Administrative Agent did not properly withhold U.S. federal income Tax from amounts paid to or for the account of any Lender because the appropriate form was not delivered or was not properly executed or because such Lender failed to notify the Administrative Agent of a change in circumstance which rendered the exemption from, or reduction of, U.S. federal income Tax ineffective or for any other reason, or if the Administrative Agent reasonably determines that a payment was made to a Lender pursuant to this Agreement without deduction of applicable withholding tax from such payment, such Lender shall indemnify the Administrative Agent fully for all amounts paid, directly or indirectly, by the Administrative Agent as Tax or otherwise, including any penalties or interest and together with all reasonable costs and out-of-pocket expenses (including reasonable fees and expenses of counsel) incurred in connection therewith.

9.7 Agent in Its Individual Capacity. Any Agent shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not an Agent hereunder, and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as such Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for, and generally engage in any kind of business with, Ultimate Parent or any Subsidiary or other Affiliate thereof as if such Person were not an Agent hereunder and without any duty to account therefor to the Lenders.

9.8 Successor Agents. The Administrative Agent may resign as Administrative Agent upon 30 days' notice to the Lenders and Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall appoint from among the Lenders a successor agent (which may be an Affiliate of a Lender), with the consent of Borrower at all times other than during the existence of an Event of Default under Sections 8(b), (c), (g) or (h) (which consent shall not be unreasonably withheld or delayed). If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment prior to the effective date of the resignation of the Administrative Agent, then the Administrative Agent may (but shall not be obligated to), on behalf of the Lenders, appoint a successor Administrative Agent meeting the qualifications set forth above. Whether or not a successor has been appointed, such resignation shall become effective in accordance with such notice on such effective date, where (i) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders under any of the Loan Documents, the retiring Administrative Agent may (but shall not be obligated to) continue to hold such collateral security until such time as a successor Administrative Agent is appointed) and (ii) all payments, communications and determinations

provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time, if any, as the Required Lenders appoint a successor Administrative Agent as provided for above. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents. The fees payable by Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between Borrower and such successor. After the retiring Administrative Agent's resignation hereunder and under the other Loan Documents, the provisions of this Section and Section 9.3 shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent was acting as Administrative Agent.

9.9 Authorization to Release Liens and Guarantees. The Agents are hereby irrevocably authorized by each of the Lenders to effect any release or subordination of Liens or Guarantee Obligations contemplated by Section 10.15 without further action or consent by the Lenders. The Agents are hereby irrevocably authorized by each of the Lenders to (and to execute any documents or instruments necessary to) enter into any intercreditor agreement contemplated by the terms hereof (including, without limitation, the Intercreditor Agreement, Material Master Lease Intercreditor Agreements and the CareSave Intercreditor Agreement (and in the case of any such intercreditor agreement entered into prior to the Closing Date, the Lenders hereby ratify and confirm such authority)), and the parties hereto acknowledge that such intercreditor agreements are binding upon them. Each Lender (a) hereby agrees that it will be bound by and will take no actions contrary to the provisions of any such intercreditor agreement, (b) hereby authorizes and instructs the Agents to enter into any such intercreditor agreement and to subject the Liens on the Collateral securing the Obligations to the provisions thereof and (c) without any further consent of the Lenders, hereby authorizes and instructs the Agents to negotiate, execute and deliver on behalf of the Secured Parties any intercreditor agreement or any amendment to (or amendment and restatement of) the Security Documents. In addition, each Lender hereby authorizes the Agents to enter into (i) any amendments to any intercreditor agreement, and (ii) any other intercreditor arrangement, in the case of clauses (i) and (ii), to the extent required to give effect to the establishment of intercreditor rights and privileges as contemplated and required or permitted pursuant to this Agreement. Each Lender waives any conflict of interest, contemplated as of the Closing Date or arising thereafter, in connection therewith and agrees not to assert against any Agent or any of its Affiliates any claims, causes of action, damages or liabilities of whatever kind or nature relating thereto.

9.10 Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to Borrower, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on Borrower) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and

to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, and the Administrative Agent and their respective agents and counsel and all other amounts due to the Lenders, and the Administrative Agent under Sections 2.6 and 10.5(a)) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 2.6 and 10.5(a).

9.11 Erroneous Payments.

(a) If the Administrative Agent notifies a Lender or other Secured Party, or any other Person who has received funds on behalf of a Lender or other Secured Party (any such Lender, Secured Party or other recipient, a "***Payment Recipient***") that the Administrative Agent has determined in its sole reasonable discretion that any funds received by such Payment Recipient from the Administrative Agent or any of its Affiliates were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Payment Recipient) (any such funds, whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an "***Erroneous Payment***") and demands the return of such Erroneous Payment (or a portion thereof), such Erroneous Payment shall at all times remain the property of the Administrative Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of the Administrative Agent, and such Payment Recipient shall promptly, but in no event later than one (1) Business Day thereafter, return to the Administrative Agent, in same day funds (in the currency so received), the amount of any such Erroneous Payment (or portion thereof), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with prevailing banking industry rules on interbank compensation from time to time in effect. To the extent permitted by applicable law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payment received, including without limitation waiver of any defense based on "discharge for value" or any similar doctrine. A notice of the Administrative Agent to any Payment Recipient under this clause (a) shall be conclusive, absent manifest error.

(b) Without limiting immediately preceding clause (a), each Payment Recipient hereby further agrees that if it receives an Erroneous Payment from the Administrative Agent (or

any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment sent by the Administrative Agent (or any of its Affiliates) with respect to such Erroneous Payment (the "***Payment Notice***"), or (y) that was not preceded or accompanied by a Payment Notice sent by the Administrative Agent (or any of its Affiliates), then, said Payment Recipient shall be on notice, in each case, that an error has been made with respect to such Erroneous Payment. Each Payment Recipient agrees that, in each such case, or if it otherwise becomes aware an Erroneous Payment (or portion thereof) may have been sent in error, such Payment Recipient shall promptly notify the Administrative Agent of such occurrence and, upon demand from the Administrative Agent, it shall promptly, but in no event later than one (1) Business Day thereafter, return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with prevailing banking industry rules on interbank compensation from time to time in effect.

(c) Each Payment Recipient hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such Payment Recipient under any Loan Document, or otherwise payable or distributable by the Administrative Agent to such Payment Recipient from any source, against any amount due to the Administrative Agent under any of the immediately preceding clauses (a) or (b) or under the indemnification provisions of this Agreement.

(d) In the event that an Erroneous Payment (or portion thereof) is not recovered by the Administrative Agent for any reason, after demand therefor by the Administrative Agent (such unrecovered amount, an "***Erroneous Payment Return Deficiency***"), each Loan Party hereby agrees that (x) the Administrative Agent shall be subrogated to all the rights of such Payment Recipient with respect to such amount (including, without limitation, the right to sell and assign the Loans (or any portion thereof), which were subject to the Erroneous Payment Return Deficiency) and (y) an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any security interest in the Collateral owed by the Borrower or any other Loan Party, except, in each case, to the extent such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent from the Borrower or any other Loan Party for the purpose of making such Erroneous Payment For the avoidance of doubt, no assignment of an Erroneous Payment Return Deficiency will reduce the Commitments of any Payment Recipient and such Commitments shall remain available in accordance with the terms of this Agreement. In addition, each party hereto agrees that, except to the extent that the Administrative Agent has sold a Loan (or portion thereof) acquired pursuant to the assignment of an Erroneous Payment Return Deficiency, and irrespective of whether the Administrative Agent may be equitably subrogated, the Administrative Agent shall be contractually subrogated to all the rights and interests of the applicable Payment Recipient under the Loan Documents with respect to each Erroneous Payment Return Deficiency (for the avoidance of doubt, without increasing the Obligations owed by the Borrower or any other Loan Party with respect to the Erroneous Payment Return Deficiency).

(e) To the extent permitted by applicable law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payment received, including without limitation waiver of any defense based on "discharge for value" or any similar doctrine.

Each party's obligations, agreements and waivers under this Section 9.11 shall survive the resignation or replacement of the Administrative Agent, any transfer of rights or obligations by, or the replacement of, a Lender, the termination of the Commitments and/or the repayment, satisfaction or discharge of all Liens and security interests (or any portion thereof) in favor of the Administrative Agent under any Loan Document.

SECTION 10 MISCELLANEOUS

10.1 Amendments and Waivers.

(a) Neither this Agreement, any other Loan Document, nor any terms hereof or thereof may be amended, supplemented or modified except in accordance with the provisions of this Section. The Required Lenders and each Loan Party to the relevant Loan Document may, or, with the written consent of the Required Lenders, the Administrative Agent and each Loan Party to the relevant Loan Document may, from time to time, (a) enter into written amendments, supplements or modifications hereto and to the other Loan Documents for the purpose of adding or deleting any provisions to this Agreement or the other Loan Documents or otherwise changing in any manner the rights or obligations of the Agents, the Lenders or of the Loan Parties hereunder or thereunder or (b) waive, on such terms and conditions as the Required Lenders or the Administrative Agent may specify in such instrument, any of the requirements of this Agreement or the other Loan Documents or any Default or Event of Default and its consequences; provided, however, that no such waiver and no such amendment, supplement or modification shall (i) forgive or reduce the principal amount or extend the final scheduled date of maturity of any Loan, extend the scheduled date or reduce the amount of any amortization payment in respect of any Loan, reduce the stated rate of any interest or fee payable hereunder (except that any amendment or modification of defined terms used in the financial ratios in this Agreement, waiver (or amendment to the terms) of any mandatory prepayment or waiver of post-default rates of interest shall not constitute a reduction in the rate of interest or fees or the forgiveness or reduction of principal or interest for purposes of this clause (i)) or extend the scheduled date of any payment thereof, in each case without the written consent of each Lender directly and adversely affected thereby; (ii) eliminate or reduce the voting rights of any Lender under this Section without the written consent of such Lender; (iii) reduce any percentage specified in the definition of "Required Lenders", consent to the assignment or transfer by Borrower of any of its rights and obligations under this Agreement and the other Loan Documents, release all or substantially all of the Collateral or release all or substantially all of the Guarantors from their obligations under the Guarantee Agreement, in each case without the written consent of all Lenders; (iv) amend, modify or waive any provision of paragraph (a) or (b) of Section 2.14 without the written consent of each Lender directly and adversely affected thereby; (v) amend, modify or waive any provision of Section 9 without the written consent of the Agents; (vi) amend the assignment provisions of Section 10.6 to make such provisions more restrictive without the written consent of each Lender

directly and adversely affected thereby or (vii) subordinate (A) any of the Obligations in right of payment to any other obligations or (B) Liens the Collateral securing the Obligations to Liens on such Collateral securing any other Indebtedness, in each case of this clause (vii), without the consent of each Lender directly and adversely affected thereby.

(b) Each waiver or consent under any Loan Document shall be effective only in the specific instance and for the specific purpose for which it was given. No notice to or demand on any Loan Party shall entitle any Loan Party to any notice or demand in the same, similar or other circumstances. No failure on the part of any Secured Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

(c) Any such waiver and any such amendment, supplement or modification shall apply equally to each of the Lenders and shall be binding upon the Loan Parties, the Lenders, the Agents and all future holders of the Loans. In the case of any waiver, the Loan Parties, the Lenders and the Agents shall be restored to their former position and rights hereunder and under the other Loan Documents, and any Default or Event of Default waived shall be deemed to be cured and not continuing unless limited by the terms of such waiver, but no such waiver shall extend to any subsequent or other Default or Event of Default, or impair any right consequent on any such subsequent or other Default or Event of Default

(d) [Reserved].

(e) In addition, notwithstanding anything in this Section to the contrary, if the Administrative Agent and Borrower shall have jointly identified an obvious error or any error or omission of a technical nature, in each case, in any provision of the Loan Documents, then the Administrative Agent and Borrower shall be permitted to amend such provision or provision, and, in each case, such amendment shall become effective without any further action or consent of any other party to any Loan Document if the same is not objected to in writing by the Required Lenders to the Administrative Agent within 10 Business Days following receipt of notice thereof.

10.2 Notices. All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by telecopy), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered, or 3 Business Days after being deposited in the mail, postage prepaid, or, in the case of telecopy notice or, subject to the last sentence of this Section, email notice, when received, addressed as follows in the case of the Parent Companies, Borrower, the Agents, and the Lenders (or as set forth in an administrative questionnaire delivered to the Administrative Agent in the case of the Lenders), or to such other address as may be hereafter notified by the respective parties hereto:

The Parent Companies and Borrower: FC-GEN Operations Investment, LLC
101 East State Street
Kennett Square, PA 19348 USA
Attention: Law Department

Telephone: 610-444-6350
Facsimile: 484-733-5449
E-mail: lawdepartment@genesishcc.com

Administrative Agent and Collateral Agent:	Welltower OP LLC 4500 Dorr Street Toledo, Ohio 43615-4040 Attention: General Counsel Telephone: 419-247-2800 Email: legalnotice@welltower.com

provided that any notice, request or demand to or upon the Agents, the Lenders, the Parent Companies or Borrower shall not be effective until received.

Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Agents and the applicable Lender; provided that the foregoing shall not apply to notices pursuant to Section 2 unless otherwise agreed by the Agents and the applicable Lender. Each of the Agents and the Lenders may, in their discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

10.3 No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of any Agent or any Lender, any right, remedy, power or privilege hereunder or under the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

10.4 Survival of Representations and Warranties. All representations and warranties made hereunder, in the other Loan Documents and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the making of the Loans and other extensions of credit hereunder.

10.5 Payment of Expenses; Indemnification; Limitation of Liability. (a) Subject to the DIP Orders, Borrower agrees (i) to pay or reimburse each Agent for all their respective reasonable and documented out-of-pocket costs and expenses incurred in connection with the syndication of the Facility (other than fees payable to syndicate members) and the development, preparation, execution and delivery of this Agreement and the other Loan Documents and any other documents prepared in connection herewith or therewith and any amendment, supplement or modification

thereto, and, as to the Agents only, the administration of the transactions contemplated hereby and thereby, including, without limitation, the reasonable and documented fees and disbursements and other charges of counsel to the Agents (including one primary counsel and such local counsel as the Agents may reasonably require in connection with collateral matters, but no more than one counsel in any jurisdiction) in connection with all of the foregoing, (ii) to pay or reimburse each Lender and the Agents for all their documented out-of-pocket costs and expenses incurred in connection with the enforcement of any rights under this Agreement, the other Loan Documents and any such other documents, including, without limitation, the fees and disbursements of one primary counsel to each Lender and the Agents, taken as a whole (and, if necessary, one firm of local counsel in each appropriate jurisdiction (which may include a single special counsel acting in multiple jurisdictions) and in the case of an actual or perceived conflict of interest, of another firm of counsel for such affected Person), and other advisors and professionals engaged by the Administrative Agent in connection with enforcement proceedings, (iii) to pay, indemnify, or reimburse each Lender and the Agents for, and hold each Lender and the Agents harmless from, any and all recording and filing fees and any and all liabilities with respect to, or resulting from any delay in paying, stamp, excise and similar other Taxes, if any, which may be payable or determined to be payable in connection with the execution and delivery of, or consummation or administration of any of the transactions contemplated by, or any amendment, supplement or modification of, or any waiver or consent under or in respect of, this Agreement, the other Loan Documents and any such other documents and (iv) to pay, indemnify or reimburse each Lender, each Agent and their respective Affiliates, and their respective officers, directors, trustees, employees, advisors, agents and controlling Persons (each, an "**Indemnitee**") for, and hold each Indemnitee harmless from and against any and all other liabilities, obligations, losses, damages, penalties, costs, expenses or disbursements arising out of any actions, judgments or suits of any kind or nature whatsoever, arising out of or in connection with any actual or prospective claim, action or proceeding (including any investigation of, preparation for, or defense of any pending or threatened claim, action or proceeding) relating to or otherwise with respect to the execution, delivery, enforcement, performance and administration of this Agreement, the other Loan Documents and any such other documents, including, without limitation, any of the foregoing relating to the making of any Loan, the use of proceeds of the Loans, the violation of, noncompliance with or liability under, any Environmental Law applicable to, or any Environmental Claims or any Environmental Liabilities related to, the operations of the Parent Companies, Borrower, any of their Subsidiaries or any of the Properties and the fees and disbursements and other charges of one legal counsel for all such Indemnitees, taken as a whole (and, if necessary, one firm of local counsel in each appropriate jurisdiction (which may include a single special counsel acting in multiple jurisdictions) and in the case of an actual or perceived conflict of interest, of another firm of counsel for such affected Indemnitee) in connection therein (all the foregoing in this clause (iv), collectively, the "**Indemnified Liabilities**") regardless of whether such Indemnitee is a party thereto, and whether or not any such claim, litigation, investigation or proceeding is brought by Borrower, their equity holders, their respective Affiliates, their respective creditors or any other Person; provided that neither the Parent Companies nor Borrower shall have any obligation hereunder to any Indemnitee with respect to Indemnified Liabilities to the extent such Indemnified Liabilities have resulted from gross negligence or willful misconduct of such Indemnitee or material breach in bad faith of this Agreement by such Indemnitee, in each case, as determined in a final non-appealable judgment of a court of competent jurisdiction. All amounts due under this Section shall be payable promptly after receipt of a

reasonably detailed invoice therefor. Statements payable by Borrower pursuant to this Section shall be submitted to Borrower at the address thereof set forth in Section 10.2, or to such other Person or address as may be hereafter designated by Borrower in a written notice to the Administrative Agent. The agreements in this Section shall survive repayment of the Obligations. All amounts reimbursable by the Borrower under this section 10.5(b) shall constitute Obligations secured by the Collateral.

(b) In no event shall any Agent-Related Person have any liability to any Loan Party, any Lender, or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort or contract or otherwise) arising out of any Loan Party's or any Agent-Related Person's transmission of approved electronic communications through the internet or any use of any E-System, except to the extent such liability of any Agent-Related Person is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted primarily from such Agent-Related Person's gross negligence or willful misconduct; provided that in no event shall any party hereto have any liability to any other Person for indirect, special, incidental, consequential damages or punitive damages (as opposed to direct or actual damages); provided further that the foregoing shall not limit Borrower's indemnification obligations to the Indemnitees pursuant to Section 10.5(a) in respect of damages incurred or paid by an Indemnitee to a third party.

10.6 Successors and Assigns; Participations and Assignments. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section.

(b) (i) Subject to the conditions set forth in paragraphs (b)(ii) and (c) below, any Lender may assign to one or more Eligible Assignees (any Person to whom such an assignment and delegation is to be made being herein called an "**Assignee**"), all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld or delayed) of:

(A) the Lenders; provided that no consent of the Lenders shall be required for an assignment to a Lender, an Affiliate of a Lender, an Approved Fund (as defined below); and

(B) the Administrative Agent; provided that no consent of the Administrative Agent shall be required for an assignment to a Lender, an Affiliate of a Lender or an Approved Fund (provided that the Administrative Agent shall acknowledge any such assignment).

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitments or Loans under the Facility, the amount of the Commitments or Loans of the assigning Lender subject to each such assignment (determined as of (I) the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or (II) if earlier, the "trade date" (if any) specified in such Assignment and Assumption) shall not be less than $1,000,000 in the case of any assignment in respect of the Facility, unless Borrower and the Administrative Agent otherwise consent; provided that such amounts shall be aggregated in respect of each Lender and its Affiliates or Approved Funds, if any;

(B) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of $3,500 (which shall not be payable by the Parent Companies or any of their Affiliates); provided that only one such fee shall be payable in the case of contemporaneous assignments to or by two or more related Approved Funds; and

(C) the Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an administrative questionnaire.

For the purposes of this Section, "**Approved Fund**" means any Person (other than a natural person or a Defaulting Lender) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) (i) an entity or an Affiliate of an entity that administers or manages a Lender or (ii) an entity or an Affiliate of an entity that is the investment advisor to a Lender.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) below, from and after the effective date specified in each Assignment and Assumption the Assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.15, 2.16, 2.17 and 10.5(a)). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this Section.

(iv) (i) The Administrative Agent, acting as agent of Borrower shall establish and maintain at its address referred to in Section 10.2 (or at such other address as the Administrative Agent may notify Borrower) (A) a record of ownership (the "**Register**") in which the Administrative Agent agrees to register by book entry the interests (including

any rights to receive payment hereunder) of the Administrative Agent and each Lender in the Obligations, each of their obligations under this Agreement to participate in each Loan and any assignment of any such interest, obligation or right and (B) accounts in the applicable Register in accordance with its usual practice in which it shall record (1) the names and addresses of the Lenders (and each change thereto pursuant to Section 2.20 and Section 10.6), (2) the Commitments of each applicable Lender, (3) the amount of each Loan and each funding of any participation described in clause (A) above, (4) the amount of any principal or interest due and payable or paid with respect to Loans recorded in the applicable Register and (5) any other payment received by the Administrative Agent from Borrower and its application to the Obligations.

(v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an Assignee, the Assignee's completed administrative questionnaire (unless the Assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph. Section 10.6(b) shall be construed so that the Loans are at all times maintained in registered form under Section 5f.103-1(c) of the United States Treasury Regulations.

(c) [Reserved];

(d) [Reserved];

(e) [Reserved];

(f) [Reserved];

(g) [Reserved];

(h) Any Lender may, without the consent of Borrower or the Administrative Agent sell participations to one or more banks or other entities (a "**Participant**"), but in any event not to Borrower or any of its Affiliates or Subsidiaries, or certain Persons identified to the Administrative Agent by Borrower prior to the Closing Date, in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) Borrower, the Administrative Agent, and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver that (1) requires the consent of each Lender directly and adversely affected thereby pursuant to the proviso to the

second sentence of Section 10.1 and (2) directly affects such Participant. Subject to paragraph (c)(ii) of this Section, Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.15, 2.16 and 2.17 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section (but, with respect to any particular Participant, to no greater extent than the Lender that sold the participation to such participant except to the extent such participation is made with Borrower's prior written consent). Each Lender having sold a participation shall maintain a register on which it records the name and address of each Participant and the amounts of such Participant's participation interest in the Loan and/or the Commitment.

(i) A Participant shall not be entitled to receive any greater payment under Sections 2.15 or 2.16 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with Borrower's prior written consent to such greater amounts. No Participant shall be entitled to the benefits of Section 2.16 unless such Participant complies with Section 2.16(d) or (e), as (and to the extent) applicable, as if such Participant were a Lender.

(ii) Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "**Participant Register**"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(i) Any Lender may, without the consent of or notice to the Administrative Agent or Borrower, at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to (i) a Federal Reserve Bank or (ii) any holder of, or trustee for the benefit of the holders of, such Lender's Capital Stock, voting trust certificates, bonds, debentures, instruments and other evidence of Indebtedness, and all warrants, options and other rights to acquire the foregoing, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or Assignee for such Lender as a party hereto. Borrower, upon receipt of written notice from the relevant Lender, agrees to issue Notes to any Lender requiring Notes to facilitate transactions of the type described in this paragraph (i).

10.7 Adjustments; Set-off. (a) Except to the extent that this Agreement provides for payments to be allocated to a particular Lender or to the Lenders under a particular Facility, if any Lender (a "**Benefited Lender**") shall at any time receive any payment of all or part of the Obligations owing to it, or receive any collateral in respect thereof (whether voluntarily or involuntarily, by setoff, pursuant to events or proceedings of the nature referred to in Sections 8(g) or (h), or otherwise), other than in connection with assignments hereunder, in a greater proportion than any such payment to or collateral received by any other Lender, if any, in respect of such other Lender's Obligations, such Benefited Lender shall purchase for cash from the other Lenders a participating interest in such portion of each such other Lender's Obligations, or shall provide such other Lenders with the benefits of any such collateral, as shall be necessary to cause such Benefited Lender to share the excess payment or benefits of such collateral ratably with each of the Lenders; provided, however, that if all or any portion of such excess payment or benefits is thereafter recovered from such Benefited Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest.

(b) In addition to any rights and remedies of the Lenders provided by law, each Lender shall have the right after an Event of Default has occurred and is continuing, without prior notice to Borrower, any such notice being expressly waived by Borrower to the extent permitted by applicable law, upon any amount becoming due and payable by Borrower hereunder (whether at the stated maturity, by acceleration or otherwise) after the expiration of any cure or grace periods, to set off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final but excluding trust accounts, employee benefit accounts, payroll, petty cash, tax and withholding accounts and the like), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender or any branch or agency thereof to or for the credit or the account of Borrower. Each Lender agrees promptly to notify Borrower and the Administrative Agent after any such setoff and application made by such Lender. Each Lender agrees promptly to notify Borrower and the Administrative Agent after any such setoff and application made by such Lender; provided that the failure to give such notice shall not affect the validity of such setoff and application.

10.8 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission or by electronic mail in "portable document format" shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Agreement signed by all the parties shall be lodged with Borrower and the Administrative Agent.

10.9 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10.10 Integration. This Agreement and the other Loan Documents represent the entire agreement of the Parent Companies, Borrower, the Agents and the Lenders with respect to the subject matter hereof and thereof.

10.11 GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE.

10.12 Submission to Jurisdiction; Waivers. Each of the Parent Companies and Borrower hereby irrevocably and unconditionally:

(a) agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or tort or otherwise, against the Administrative Agent, any Lender, any Related Party of any of the foregoing, in any way relating to this Agreement or any other Loan Document or the transactions relating hereto or thereto, in a forum other than the Bankruptcy Court or, if the Bankruptcy Court declines to exercise jurisdiction, the courts of the State of New York sitting in New York County, and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in the Bankruptcy Court or such New York State court, as applicable, or, to the fullest extent permitted by applicable Law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Nothing in this Agreement or in any other Loan Document shall affect any right that the Administrative Agent, the Collateral Agent, any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against Borrower or its properties in the courts of any jurisdiction;

(b) waives, to the fullest extent permitted by applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (a) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to it at its address set forth in Section 10.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

10.13 Acknowledgments. Each of the Parent Companies and Borrower hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents;

(b) (i) neither the Agents nor any Lender has any fiduciary relationship with or duty to either the Parent Companies or Borrower arising out of or in connection with this Agreement or any of the other Loan Documents, (ii) the relationship between the Agents and Lenders, on one hand, and the Parent Companies and Borrower, on the other hand, in connection herewith or therewith is solely that of debtor and creditor and (iii) waives, to the fullest extent permitted by applicable law, any claims it may have against any Agent or Lender in respect of such fiduciary relationship claim; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Parent Companies, Borrower and the Lenders.

10.14 Confidentiality. The Agents and the Lenders agree to treat any and all information, regardless of the medium or form of communication, that is disclosed, provided or furnished, directly or indirectly, by or on behalf of the Parent Companies or any of their Affiliates, whether in writing, orally, by observation or otherwise and whether furnished before or after the Closing Date ("**Confidential Information**"), strictly confidential. Without limiting the foregoing, each Agent and each Lender agrees to maintain the confidentiality of all Confidential Information, and each Agent and each Lender agrees not to disclose Confidential Information, at any time, in any manner whatsoever, directly or indirectly, to any other Person whomsoever, except (1) to its directors, officers, employees, counsel, trustees, agents and other advisors, (2) to prospective Lenders and participants in connection with the syndication (including secondary trading) of the Facility and Commitments and Loans hereunder, in each case who are informed of the confidential nature of the information and agree to observe and be bound by standard confidentiality terms, (3) upon the request or demand of any Governmental Authority having or purporting to have jurisdiction over it, (4) in response to any order of any Governmental Authority or as may otherwise be required pursuant to any Requirement of Law, (5) in connection with any litigation or similar proceeding among the Loan Parties and Affiliates, on one hand, and the Agents and the Lenders and each of their respective Affiliates, on the other hand, (6) that has been publicly disclosed other than in breach of this Section, (7) to any nationally recognized rating agency that requires access to information about a Lender's investment portfolio in connection with ratings issued with respect to such Lender, (8) to the extent necessary or customary for inclusion in league table measurements, (9) to the extent reasonably required or necessary, in connection with the exercise of any remedy under the Loan Documents, (10) to the extent such Confidential Information was acquired by the Administrative Agent or such Lender in their capacity as landlord or any other role between the Administrative Agent or such Lender on one hand and the Parent Companies or any of their Affiliates on the other or (11) to the Bankruptcy Court in connection with the approval of the Bankruptcy Transactions contemplated hereby. Notwithstanding the foregoing provisions herein to the contrary, no protected health information, as defined under HIPAA, shall be used or disclosed hereunder in violation of the HIPAA.

10.15 Release of Collateral and Guarantee Obligations; Subordination of Liens. (a) Notwithstanding anything to the contrary contained herein or in any other Loan Document (which, for the avoidance of doubt, shall not override the Ancillary Company Provisions, to which this Section 10.15 shall be subject in all respects) (i) [reserved], (ii) in connection with any transaction permitted by the Loan Documents, which results in any Subsidiary Guarantor becoming a HUD Sub-Facility Entity and/or a HUD RE Entity, in each case, solely to the extent necessary to comply with any Requirement of Law related to HUD and upon prior written notice thereof to the Agents and the Lenders, the security interest in any Collateral owned by such Subsidiary Guarantor and any pledge of Capital Stock of such Subsidiary Guarantor shall be released (and its Guarantee Obligations shall be terminated) and (iii) upon the request of Borrower, the Collateral Agent shall (without notice to, or vote or consent of, any Lender) take such additional actions as shall be required to evidence release of its security interest in any Collateral being released pursuant to this Section 10.15, and (with prior written notice to the Lenders) to release any Guarantee Obligations under any Loan Document of any Person being Disposed of in such Disposition under clause (a)(ii), to the extent permitted hereunder (including by the Ancillary Company Provisions) and necessary to permit consummation of such Disposition. Any execution and delivery of documents pursuant to the preceding sentence of this Section 10.15(a) shall be without recourse to or warranty by the Administrative Agent (other than as to the Administrative Agent's authority to execute and deliver such documents). Any representation, warranty or covenant contained in any Loan Document relating to any such Property so Disposed of (other than Property Disposed to Ultimate Parent or any of its Subsidiaries) shall no longer be deemed to be repeated once such Property is so Disposed of.

(a) Notwithstanding anything to the contrary contained herein or any other Loan Document, when all Obligations (other than any contingent or inchoate indemnification obligations not then asserted or due) have been paid in full in cash and all Commitments have terminated or expired, the security interest in the Collateral under the Loan Documents and the Guarantee Obligations under the Loan Documents shall be released and, upon the reasonable request of Borrower and at Borrower's sole cost and expense, the Collateral Agent shall (without notice to, or vote or consent of, any Lender) take such actions as shall be necessary to evidence the release of its security interest in all Collateral under the Loan Documents, and the release of all Guarantee Obligations under any Loan Document. Any execution and delivery of documents pursuant to the preceding sentence of this Section 10.15(b) shall be without recourse to or warranty by the Collateral Agent (other than as to the Collateral Agent's authority to execute and deliver such documents). Any such release of Guarantee Obligations shall be deemed subject to the provision that such Guarantee Obligations shall be automatically reinstated if after such release any portion of any payment in respect of the Obligations guaranteed thereby shall be rescinded or must otherwise be restored or returned as though such payment had not been made.

10.16 Accounting Changes. In the event that any Accounting Change (as defined below) shall occur and such change results in a change in the method of calculation of the financial ratios, standards or terms in this Agreement, then the Parent Companies, Borrower and the Agents agree to enter into negotiations in order to amend such provisions of this Agreement so as to equitably reflect such Accounting Changes with the desired result that the criteria for evaluating the Parent Companies' financial condition shall be the same after such Accounting Changes as if such Accounting Changes had not been made. Until such time as such an amendment shall have been executed and delivered by the Parent Companies, Borrower, the Agents and the Required Lenders,

the financial ratios and all standards and terms in this Agreement shall continue to be calculated or construed as if such Accounting Changes had not occurred. "**Accounting Changes**" refers to changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants or, if applicable, the SEC and shall include changes in the determination of whether a lease is a capital lease or an operating lease under GAAP.

10.17 **WAIVERS OF JURY TRIAL. EACH OF THE PARENT COMPANIES, BORROWER, THE AGENTS AND THE LENDERS HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.**

10.18 USA PATRIOT ACT. Each Lender hereby notifies the Loan Parties that pursuant to the requirements of the PATRIOT Act, it is required to obtain, verify and record information that identifies the Loan Parties, which information includes the name and address of Borrower and other information that will allow such Lender to identify the Loan Parties in accordance with the PATRIOT Act.

10.19 Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among the parties to any such Loan Document, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

10.20 Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Hedge Agreements or any other

agreement or instrument that is a QFC (such support "**QFC Credit Support**" and each such QFC a "**Supported QFC**"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "**U.S. Special Resolution Regimes**") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

In the event a Covered Entity that is party to a Supported QFC (each, a "**Covered Party**") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

For purposes of this Section 10.20:

"**BHC Act Affiliate**" of a party means an "affiliate' (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

"**Covered Entity**" means any of the following:

(i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"**Default Right**" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"**QFC**" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

10.21 Lender Consent to Credit Bid. Each Lender hereby irrevocably (x) authorizes and directs the Administrative Agent to, in a manner determined by the Required Lenders and subject to the Administrative Agent's rights and protections (including requesting direction and indemnity), credit bid all or any portion of the Obligations in connection with any "credit bid" and (y) in connection with any credit bid, consents to the assignment and delegation to a Qualified Purchaser of such rights and obligations under this Agreement and the other Loan Documents, in each case as the Required Lenders determine in order to consummate such credit bid (and each such Lender shall execute and deliver such documents as the Collateral Agent reasonably requests to evidence such assignment and delegation). As used herein, "Qualified Purchaser" shall mean a Person (i) designated by the Required Lenders as a "Qualified Purchaser" in connection with any such credit bid, (ii) whose stock is owned by the Lenders (on a pro rata basis based upon the obligations owing to such Lenders and utilized to consummate such credit bid) and (iii) whose actions are controlled by the Required Lenders.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement or has caused the same to be executed by its duly authorized representatives as of the date first above written.

GENESIS HEALTHCARE, INC.,
as Ultimate Parent

Signed by:
By: Louis E. Robichaux
0256966BD82740E...
Name: Louis E. Robichaux
Title: Co-Chief Restructuring Officer

FC-GEN OPERATIONS INVESTMENT, LLC,
as the Borrower

Signed by:
By: Louis E. Robichaux
0256966BD82740E...
Name: Louis E. Robichaux
Title: Co-Chief Restructuring Officer

GEN OPERATIONS I, LLC,
as Parent

Signed by:
By: Louis E. Robichaux
0256966BD82740E...
Name: Louis E. Robichaux
Title: Co-Chief Restructuring Officer

GEN OPERATIONS II, LLC,
as Holdings

Signed by:
By: Louis E. Robichaux
0256966BD82740E...
Name: Louis E. Robichaux
Title: Co-Chief Restructuring Officer

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EACH OF THE ENTITIES LISTED ON ANNEX I ATTACHED HERETO:

By: FC-GEN OPERATIONS INVESTMENT, LLC,
its authorized agent

By: Signed by: Louis E. Robichaux 0256966BD82740E... _____
Name: Louis E. Robichaux
Title: Co-Chief Restructuring Officer

Annex I

1 Glen Hill Road Operations LLC
1 Sutphin Drive Operations LLC
10 Woodland Drive Operations LLC
100 Abbeyville Road Operations LLC
100 Chambers Street Operations LLC
100 W. Queen Street Operations LLC
105 Chester Road Operations LLC
1000 Lincoln Drive Operations LLC
1008 Thompson Street Operations LLC
101 13th Street Operations LLC
101 Development Group, LLC
1020 South Main Street Operations LLC
106 Tyree Street Operations LLC
1070 Stouffer Avenue Operations LLC
11 Dairy Lane Operations LLC
1100 Norman Eskridge Highway Operations LLC
1104 Welsh Road Operations LLC
1105 Perry Highway Operations LLC
113 W. McMurray Road Operations LLC
115 S. Providence Road Operations LLC
12-15 Saddle River Road Operations LLC
1245 Church Road Operations LLC
1248 Hospital Drive Operations LLC
125 Holly Road Operations LLC
128 East State Street Associates, LLC
136 Donahoe Manor Road Operations LLC
1361 Route 72 West Operations LLC
1539 Country Club Road Operations LLC
1543 Country Club Road Manor Operations LLC
161 Bakers Ridge Road Operations LLC
1631 Ritter Drive Operations LLC
1650 Galisteo Street Operations LLC
1680 Spring Creek Road Operations LLC
1700 Market Street Operations LLC
1700 Pine Street Operations LLC
175 Blueberry Lane Operations LLC
1770 Barley Road Operations LLC
1848 Greentree Road Operations LLC
191 Hackett Hill Road Operations LLC
2 Blackberry Lane Operations LLC
20 Maitland Street Operations LLC
200 Pauline Drive Operations LLC
200 Reynolds Avenue Operations LLC

200 South Ritchie Avenue Operations LLC
201 Wood Street Operations LLC
2021 Westgate Drive Operations LLC
2029 Westgate Drive Operations LLC
2101 Fairland Road Operations LLC
211-213 Ana Drive Operations LLC
2125 Elizabeth Avenue Operations LLC
22 Tuck Road Operations LLC
225 Evergreen Road Operations LLC
227 Evergreen Road Operations LLC
23 Fair Street Operations LLC
23 Fair Street Property, LLC
24 Old Etna Road Operations LLC
2400 Kingston Court Operations LLC
25 East Lindsley Road Operations LLC
25 Ridgewood Road Operations LLC
2507 Chestnut Street Operations LLC
2600 Northampton Street Operations LLC
262 Toll Gate Road Operations LLC
2720 Charles Town Road Operations LLC
279 Cabot Street Operations LLC
279 Cabot Street Property LLC
2800 Palo Parkway Operations LLC
290 Hanover Street Operations LLC
292 Applegarth Road Operations LLC
3 Industrial Way East Operations LLC
30 West Avenue Operations LLC
300 Pearl Street Operations LLC
3000 Windmill Road Operations LLC
302 Cedar Ridge Road Operations LLC
330 Franklin Turnpike Operations LLC
333 Green End Avenue Operations LLC
3430 Huntingdon Pike Operations LLC
3485 Davisville Road Operations II LLC
3514 Fowler Avenue Operations LLC
3590 Washington Pike Operations LLC
3720 Church Rock Street Operations LLC
390 Red School Lane Operations LLC
40 Crosby Street Operations LLC
40 Whitehall Road Operations LLC
40 Whitehall Road Property LLC
400 McKinley Avenue Operations LLC
4140 Old Washington Highway Operations LLC
419 Harding Street Operations LLC
422 23rd Street Operations LLC

425 Buttonwood Street Operations LLC
450 East Philadelphia Avenue Operations LLC
462 Main Street Operations LLC
50 Mulberry Tree Street Operations LLC
50 Pheasant Road Operations LLC
500 East Philadelphia Avenue Operations LLC
501 Thomas Jones Way Operations LLC
505 Weyman Road Operations LLC
530 Macoby Street Operations LLC
54 Sharp Street Operations LLC
5485 Perkiomen Avenue Operations LLC
550 South Negley Avenue Operations LLC
5609 Fifth Avenue Operations LLC
590 North Poplar Fork Road Operations LLC
60 Highland Road Operations LLC
600 Paoli Pointe Drive Operations LLC
600 W. Valley Forge Road Operations LLC
613 Hammonds Lane Operations LLC
624 N. Converse Street Property, LLC
640 Bethlehem Pike Operations LLC
642 Metacom Avenue Operations LLC
660 Commonwealth Avenue Operations LLC
677 Court Street Operations LLC
7 Baldwin Street Operations LLC
700 Marvel Road Operations LLC
700 Town Bank Road Operations LLC
715 East King Street Operations LLC
723 Summers Street Operations LLC
724 N. Charlotte Street Operations LLC
735 Putnam Pike Operations LLC
75 Hickle Street Operations LLC
777 Lafayette Road Operations LLC
8 Rose Street Operations LLC
8 Snow Road Operations LLC
80 Maddex Drive Operations LLC
800 Court Street Circle Operations LLC
803 Hacienda Lane Operations LLC
8100 Washington Lane Operations LLC
825 Summit Street Operations LLC
84 Cold Hill Road Operations LLC
840 Lee Road Operations LLC
850 12th Avenue Property, LLC
867 York Road Operations LLC
885 MacBeth Drive Operations LLC
900 Tuck Street Operations LLC

91 Country Village Road Operations LLC
940 Walnut Bottom Road Operations LLC
98 Hospitality Drive Operations LLC
Albuquerque Heights Healthcare and Rehabilitation Center, LLC
Albuquerque Heights Property, LLC
Belen Meadows Healthcare and Rehabilitation Center, LLC
Belfast Operations, LLC
Brier Oak on Sunset, LLC
Camden Operations, LLC
Canyon Albuquerque Property, LLC
Canyon Transitional Rehabilitation Center, LLC
Clovis Healthcare and Rehabilitation Center, LLC
Courtyard JV LLC
Encore GC Acquisition LLC
Encore Pediatrics, LLC
Encore Preakness, LLC
Encore Rehabilitation Services, LLC
Falmouth Operations, LLC
Farmington Operations, LLC
Five Ninety Six Sheldon Road Operations LLC
Forty Six Nichols Street Operations LLC
Fountain Holdco, LLC
Franklin Woods JV LLC
GEN BQ JV Holdings, LLC
GEN CCG JV Holdings LLC
GEN SF JV Holdings, LLC
GEN-CCG WO Master Tenant LLC
GEN-Next Holdco I LLC
Genesis Administrative Services LLC
Genesis CT Holdings LLC
Genesis CT XCL Operations LLC
Genesis DE Holdings LLC
Genesis Dynasty Operations LLC
Genesis Eldercare Network Services, LLC
Genesis ElderCare Physician Services, LLC
Genesis HealthCare LLC
Genesis HealthCare of Maine, LLC
Genesis Holdings LLC
Genesis MA Holdings LLC
Genesis MD Holdings LLC
Genesis Midwest II Operations LLC
Genesis NH Holdings LLC
Genesis NHG Operations LLC
Genesis NHG-GEN Operations LLC
Genesis NJ Holdings LLC

Genesis OMG Operations LLC
Genesis Operations III LLC
Genesis Operations IV LLC
Genesis Operations LLC
Genesis Operations V LLC
Genesis Operations VI LLC
Genesis Orion Operations LLC
Genesis PA Holdings LLC
Genesis Partnership LLC
Genesis Physician Services MSO, LLC
Genesis PM CO Operations LLC
Genesis PM NJ Operations LLC
Genesis PM PA Operations LLC
Genesis RI Holdings LLC
Genesis SNI Operations LLC
Genesis Tang Operations LLC
Genesis VA Holdings LLC
Genesis VT Holdings LLC
Genesis WV Holdings LLC
GHC Holdings LLC
GHC JV Holdings LLC
GHC Payroll LLC
GHC TX Operations LLC
Granite Ledges JV LLC
Harborside Danbury Limited Partnership
Harborside Health I LLC
Harborside Healthcare Advisors Limited Partnership
Harborside Healthcare Limited Partnership
Harborside Healthcare, LLC
Harborside New Hampshire Limited Partnership
Harborside Rhode Island Limited Partnership
Harborside Toledo Business LLC
HBR Kentucky, LLC
HBR Trumbull, LLC
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Kennett Center, L.P.
KHI LLC
Leasehold Resource Group, LLC
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Maryland Harborside, LLC
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Metro Therapy, Inc.

Nine Haywood Avenue Operations LLC
Odd Lot LLC
Orono Operations, LLC
PAI Participant 1, LLC
PAI Participant 2, LLC
PAI Participant 3, LLC
PAI Participant 4, LLC
PBR Intermediate Holdings, LLC
PDDTSE, LLC
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Peak Medical Las Cruces No. 2, LLC
Peak Medical Las Cruces, LLC
Peak Medical New Mexico No. 3, LLC
Peak Medical Roswell, LLC
Peak Medical, LLC
Pine Tree Villa LLC
Post-Acute Innovations, LLC
Powerback Pediatrics of Arkansas, LLC
Powerback Pediatrics of Georgia, LLC
Powerback Pediatrics of Missouri, LLC
Powerback Pediatrics of Nebraska, LLC
Powerback Pediatrics of South Carolina, LLC
Powerback Pediatrics of Vermont, LLC
Powerback Rehabilitation, LLC
PRMC/GEC at Salisbury Center, LLC
Property Resource Holdings, LLC
Regency Health Services, LLC
Respiratory Health Services LLC
Romney Health Care Center Limited Partnership
Route 92 Operations LLC
Saddle Shop Road Operations LLC
Salisbury JV LLC
Scarborough Operations, LLC
SHG Partnership, LLC
SHG Resources, LLC
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Skiles Avenue and Sterling Drive Urban Renewal Operations LLC
Skilled Healthcare, LLC
Skowhegan SNF Operations, LLC
St. Anthony Healthcare and Rehabilitation Center, LLC
St. Catherine Healthcare and Rehabilitation Center, LLC
St. John Healthcare and Rehabilitation Center, LLC
St. Theresa Healthcare and Rehabilitation Center, LLC
State Street Associates, L.P.
State Street Kennett Square, LLC

Stillwell Road Operations LLC
Summit Care Parent, LLC
Summit Care, LLC
Sun Healthcare Group, Inc.
SunBridge Beckley Health Care LLC
SunBridge Care Enterprises, LLC
SunBridge Clipper Home of North Conway, LLC
SunBridge Clipper Home of Wolfeboro, LLC
SunBridge Dunbar Health Care LLC
SunBridge Gardendale Health Care Center, LLC
SunBridge Goodwin Nursing Home, LLC
SunBridge Healthcare, LLC
SunBridge Nursing Home, LLC
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SunBridge Regency-North Carolina, LLC
SunBridge Regency-Tennessee, LLC
SunBridge Retirement Care Associates, LLC
SunBridge Salem Health Care LLC
SunDance Rehabilitation Agency, LLC
SunDance Rehabilitation Holdco, Inc.
SunDance Rehabilitation, LLC
The Rehabilitation Center of Albuquerque, LLC
Thirty Five Bel-Aire Drive SNF Operations LLC
Three Mile Curve Operations LLC
Waterville SNF Operations LLC
Westbrook Operations, LLC
Westwood Medical Park Operations LLC

WELLTOWER OP LLC
as Administrative Agent and Collateral Agent

By: DocuSigned by: NIKHIL CHAUDHRI
022989CA9527472...
Name: Nikhil Chaudhri
Title: Authorized Signatory

MARKGLEN, LLC
as Lender

By: DocuSigned by: NIKHIL CHAUDHRI
022989CA9527472...
Name: Nikhil Chaudhri
Title: Authorized Signatory

OHI MEZZ LENDER, LLC
as Lender

By: _____
Name: Vikas Gupta
Title: Chief Investment Officer

CPE 88988 LLC
as Lender

By:_____
Name: Mark Andrews
Title: Authorized Representative

[*Signature Page to Junior Secured Debtor-In-Possession Term Loan Agreement*]

Appendix A

Commitments

On file with the Administrative Agent

Exhibit G

Closing Date Approved DIP Budget

See Attached.

Genesis HealthCare
DIP Budget

	($ in millions)	wk 1 Fcst. Post 7/11/25	wk 2 Fcst. Post 7/18/25	wk 3 Fcst. Post 7/25/25	wk 4 Fcst. Post 8/1/25	wk 5 Fcst. Post 8/8/25	wk 6 Fcst. Post 8/15/25	wk 7 Fcst. Post 8/22/25	wk 8 Fcst. Post 8/29/25	8-Wk Fcst. Post Total
1	**Operating Receipts**	**24.3**	**43.5**	**68.3**	**43.6**	**53.7**	**55.9**	**50.0**	**72.3**	**411.7**
2	Payroll & Benefits	(4.0)	(33.5)	(27.4)	(34.2)	(26.5)	(34.0)	(26.3)	(34.1)	(220.0)
3	Insurance	-	-	(2.6)	(0.6)	-	-	-	-	(3.3)
4	Provider Assessments	-	(6.9)	(6.2)	(2.9)	(4.7)	(1.6)	(1.3)	(0.4)	(24.1)
5	Trade Payables	(8.0)	(14.0)	(19.3)	(11.3)	(11.2)	(11.2)	(11.2)	(11.2)	(97.3)
6	Utilities	-	0.0	(0.6)	(1.0)	(1.0)	(1.0)	(1.0)	(1.0)	(5.7)
7	Rent & Related	-	(2.6)	(2.1)	-	(22.0)	-	(3.6)	(2.1)	(32.5)
8	**Subtotal - Operating Disbursements**	**($12.0)**	**($57.0)**	**($58.2)**	**($50.0)**	**($65.4)**	**($47.8)**	**($43.5)**	**($48.8)**	**($382.9)**
9	**Net Operating Cash Flows**	**$12.3**	**($13.5)**	**$10.1**	**($6.4)**	**($11.7)**	**$8.1**	**$6.5**	**$23.5**	**$28.8**
10	Interest Payments & Fees	-	-	(3.2)	-	-	-	-	(3.3)	(6.5)
11	Professional Fees	(1.5)	(1.4)	(1.4)	(1.4)	(2.1)	(1.8)	(1.8)	(1.8)	(13.2)
12	US Trustee Fees	-	-	-	-	-	-	-	-	-
13	Other Restructuring Disbursements	(0.1)	(4.1)	(0.1)	(0.1)	(0.1)	(1.6)	(0.1)	(0.1)	(6.3)
14	**Subtotal - Restructuring Disbursements**	**($1.6)**	**($5.5)**	**($4.6)**	**($1.5)**	**($2.2)**	**($3.4)**	**($1.9)**	**($5.3)**	**($26.0)**
15	**Net Cash Flow**	**$10.7**	**($18.9)**	**$5.5**	**($7.8)**	**($13.9)**	**$4.6**	**$4.6**	**$18.2**	**$2.9**
16	Beginning Op. Book Cash Balance	2.5	25.2	6.2	11.7	3.9	7.9	12.5	17.1	2.5
17	(+/-): Net Cash Flow	10.7	(18.9)	5.5	(7.8)	(13.9)	4.6	4.6	18.2	2.9
18	(+): DIP Draw	12.0	-	-	-	18.0	-	-	-	30.0
19	**Ending Op. Book Cash Balance**	**$25.2**	**$6.2**	**$11.7**	**$3.9**	**$7.9**	**$12.5**	**$17.1**	**$35.4**	**$35.4**

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SCHEDULE 1.1B

Subsidiary Guarantors

1 Glen Hill Road Operations LLC
1 Sutphin Drive Operations LLC
10 Woodland Drive Operations LLC
100 Abbeyville Road Operations LLC
100 Chambers Street Operations LLC
100 W. Queen Street Operations LLC
105 Chester Road Operations LLC
1000 Lincoln Drive Operations LLC
1008 Thompson Street Operations LLC
101 13th Street Operations LLC
101 Development Group, LLC
1020 South Main Street Operations LLC
106 Tyree Street Operations LLC
1070 Stouffer Avenue Operations LLC
11 Dairy Lane Operations LLC
1100 Norman Eskridge Highway Operations LLC
1104 Welsh Road Operations LLC
1105 Perry Highway Operations LLC
113 W. McMurray Road Operations LLC
115 S. Providence Road Operations LLC
12-15 Saddle River Road Operations LLC
1245 Church Road Operations LLC
1248 Hospital Drive Operations LLC
125 Holly Road Operations LLC
128 East State Street Associates, LLC
136 Donahoe Manor Road Operations LLC
1361 Route 72 West Operations LLC
1539 Country Club Road Operations LLC
1543 Country Club Road Manor Operations LLC
161 Bakers Ridge Road Operations LLC
1631 Ritter Drive Operations LLC
1650 Galisteo Street Operations LLC
1680 Spring Creek Road Operations LLC
1700 Market Street Operations LLC
1700 Pine Street Operations LLC
175 Blueberry Lane Operations LLC
1770 Barley Road Operations LLC
1848 Greentree Road Operations LLC
191 Hackett Hill Road Operations LLC
2 Blackberry Lane Operations LLC
20 Maitland Street Operations LLC

200 Pauline Drive Operations LLC
200 Reynolds Avenue Operations LLC
200 South Ritchie Avenue Operations LLC
201 Wood Street Operations LLC
2021 Westgate Drive Operations LLC
2029 Westgate Drive Operations LLC
2101 Fairland Road Operations LLC
211-213 Ana Drive Operations LLC
2125 Elizabeth Avenue Operations LLC
22 Tuck Road Operations LLC
225 Evergreen Road Operations LLC
227 Evergreen Road Operations LLC
23 Fair Street Operations LLC
23 Fair Street Property, LLC
24 Old Etna Road Operations LLC
2400 Kingston Court Operations LLC
25 East Lindsley Road Operations LLC
25 Ridgewood Road Operations LLC
2507 Chestnut Street Operations LLC
2600 Northampton Street Operations LLC
262 Toll Gate Road Operations LLC
2720 Charles Town Road Operations LLC
279 Cabot Street Operations LLC
279 Cabot Street Property LLC
2800 Palo Parkway Operations LLC
290 Hanover Street Operations LLC
292 Applegarth Road Operations LLC
3 Industrial Way East Operations LLC
30 West Avenue Operations LLC
300 Pearl Street Operations LLC
3000 Windmill Road Operations LLC
302 Cedar Ridge Road Operations LLC
330 Franklin Turnpike Operations LLC
333 Green End Avenue Operations LLC
3430 Huntingdon Pike Operations LLC
3485 Davisville Road Operations II LLC
3514 Fowler Avenue Operations LLC
3590 Washington Pike Operations LLC
3720 Church Rock Street Operations LLC
390 Red School Lane Operations LLC
40 Crosby Street Operations LLC
40 Whitehall Road Operations LLC
40 Whitehall Road Property LLC
400 McKinley Avenue Operations LLC
4140 Old Washington Highway Operations LLC

419 Harding Street Operations LLC
422 23rd Street Operations LLC
425 Buttonwood Street Operations LLC
450 East Philadelphia Avenue Operations LLC
462 Main Street Operations LLC
50 Mulberry Tree Street Operations LLC
50 Pheasant Road Operations LLC
500 East Philadelphia Avenue Operations LLC
501 Thomas Jones Way Operations LLC
505 Weyman Road Operations LLC
530 Macoby Street Operations LLC
54 Sharp Street Operations LLC
5485 Perkiomen Avenue Operations LLC
550 South Negley Avenue Operations LLC
5609 Fifth Avenue Operations LLC
590 North Poplar Fork Road Operations LLC
60 Highland Road Operations LLC
600 Paoli Pointe Drive Operations LLC
600 W. Valley Forge Road Operations LLC
613 Hammonds Lane Operations LLC
624 N. Converse Street Property, LLC
640 Bethlehem Pike Operations LLC
642 Metacom Avenue Operations LLC
660 Commonwealth Avenue Operations LLC
677 Court Street Operations LLC
7 Baldwin Street Operations LLC
700 Marvel Road Operations LLC
700 Town Bank Road Operations LLC
715 East King Street Operations LLC
723 Summers Street Operations LLC
724 N. Charlotte Street Operations LLC
735 Putnam Pike Operations LLC
75 Hickle Street Operations LLC
777 Lafayette Road Operations LLC
8 Rose Street Operations LLC
8 Snow Road Operations LLC
80 Maddex Drive Operations LLC
800 Court Street Circle Operations LLC
803 Hacienda Lane Operations LLC
8100 Washington Lane Operations LLC
825 Summit Street Operations LLC
84 Cold Hill Road Operations LLC
840 Lee Road Operations LLC
850 12th Avenue Property, LLC
867 York Road Operations LLC

885 MacBeth Drive Operations LLC
900 Tuck Street Operations LLC
91 Country Village Road Operations LLC
940 Walnut Bottom Road Operations LLC
98 Hospitality Drive Operations LLC
Albuquerque Heights Healthcare and Rehabilitation Center, LLC
Albuquerque Heights Property, LLC
Belen Meadows Healthcare and Rehabilitation Center, LLC
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Genesis MA Holdings LLC
Genesis MD Holdings LLC
Genesis Midwest II Operations LLC

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Genesis NHG Operations LLC
Genesis NHG-GEN Operations LLC
Genesis NJ Holdings LLC
Genesis OMG Operations LLC
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Genesis WV Holdings LLC
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GHC TX Operations LLC
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Harborside Healthcare Limited Partnership
Harborside Healthcare, LLC
Harborside New Hampshire Limited Partnership
Harborside Rhode Island Limited Partnership
Harborside Toledo Business LLC
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HBR Trumbull, LLC
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Kennebunk Operations, LLC
Kennett Center, L.P.
KHI LLC
Leasehold Resource Group, LLC
Lewiston Operations, LLC

LTC ACO, LLC
Maryland Harborside, LLC
Magnolia JV LLC
Metro Therapy, Inc.
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PAI Participant 2, LLC
PAI Participant 3, LLC
PAI Participant 4, LLC
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Peak Medical Las Cruces No. 2, LLC
Peak Medical Las Cruces, LLC
Peak Medical New Mexico No. 3, LLC
Peak Medical Roswell, LLC
Peak Medical, LLC
Pine Tree Villa LLC
Post-Acute Innovations, LLC
Powerback Pediatrics of Arkansas, LLC
Powerback Pediatrics of Georgia, LLC
Powerback Pediatrics of Missouri, LLC
Powerback Pediatrics of Nebraska, LLC
Powerback Pediatrics of South Carolina, LLC
Powerback Pediatrics of Vermont, LLC
Powerback Rehabilitation, LLC
PRMC/GEC at Salisbury Center, LLC
Property Resource Holdings, LLC
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Respiratory Health Services LLC
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Skowhegan SNF Operations, LLC
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St. Theresa Healthcare and Rehabilitation Center, LLC
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State Street Kennett Square, LLC
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Summit Care, LLC
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SunBridge Care Enterprises, LLC
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SunBridge Clipper Home of Wolfeboro, LLC
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SunBridge Gardendale Health Care Center, LLC
SunBridge Goodwin Nursing Home, LLC
SunBridge Healthcare, LLC
SunBridge Nursing Home, LLC
SunBridge Putnam Health Care LLC
SunBridge Regency-North Carolina, LLC
SunBridge Regency-Tennessee, LLC
SunBridge Retirement Care Associates, LLC
SunBridge Salem Health Care LLC
SunDance Rehabilitation Agency, LLC
SunDance Rehabilitation Holdco, Inc.
SunDance Rehabilitation, LLC
The Rehabilitation Center of Albuquerque, LLC
Thirty Five Bel-Aire Drive SNF Operations LLC
Three Mile Curve Operations LLC
Waterville SNF Operations LLC
Westbrook Operations, LLC
Westwood Medical Park Operations LLC

SCHEDULE 1.1C

Unrestricted Subsidiaries

Courtyard Nursing Care Center Partnership
Fountain View Reinsurance, Ltd.
GHS International Inc.
GRS Asia Limited
Liberty Health Corporation, Ltd.

Schedule 1.1D

Ancillary Companies

1. Powerback Rehabilitation, LLC
2. Respiratory Health Services LLC
3. SunDance Rehabilitation, LLC
4. SunDance Rehabilitation Agency, LLC

Schedule 1.1E

Ancillary Company Equity Holders

1. Genesis Holdings LLC
2. Powerback Rehabilitation, LLC
3. SunDance Rehabilitation, LLC

Schedule 1.1F

Material Master Leases

Omega Master Lease

1. Second Consolidated Amended and Restated Master Lease Agreement, dated as of January 30, 2015, by and among Landlord (as defined in the Omega Intercreditor Agreement) and Tenants (as defined in the Omega Intercreditor Agreement), as amended by that certain First Amendment to Second Consolidated Amended and Restated Master Lease Agreement dated as of April 1, 2015, a Second Amendment to Second Consolidated Amended and Restated Master Lease Agreement dated as of July 31, 2015, a Third Amendment to Second Consolidated Amended and Restated Master Lease Agreement dated as of March 10, 2016, a Fourth Amendment to Second Consolidated Amended and Restated Master Lease Agreement dated as of July 29, 2016, a Fifth Amendment to Second Consolidated Amended and Restated Master Lease Agreement dated as of November 1, 2016, a Sixth Amendment to Second Consolidated Amended and Restated Master Lease Agreement dated as of March 14, 2017, a Seventh Amendment to Second Consolidated Amended and Restated Master Lease Agreement dated as of May 5, 2017, an Eighth Amendment to Second Consolidated Amended and Restated Master Lease Agreement dated as of December 22, 2017, a Ninth Amendment to Second Consolidated Amended and Restated Master Lease Agreement dated as of March 6, 2018, a Tenth Amendment to Second Consolidated Amended and Restated Master Lease Agreement dated as of November 1, 2018, an Eleventh Amendment to Second Consolidated Amended and Restated Master Lease Agreement dated as of March 13, 2019, a Twelfth Amendment to Second Consolidated Amended and Restated Master Lease Agreement dated as of July 1, 2019, Thirteenth Amendment to Second Consolidated Amended and Restated Master Lease Agreement dated as of November 5, 2019, Fourteenth Amendment to Second Consolidated Amended and Restated Master Lease Agreement dated as of November 27, 2019, a Fifteenth Amendment to Second Consolidated Amended and Restated Master Lease Agreement dated as of January 31, 2020, a Sixteenth Amendment to Second Consolidated Amended and Restated Master Lease Agreement also dated as of January 31, 2020, a Seventeenth Amendment to Second Consolidated Amended and Restated Master Lease Agreement also dated as of April 30, 2020 and an Eighteenth Amendment to Second Consolidated Amended and Restated Master Lease Agreement dated as of June 1, 2020, a Nineteenth Amendment to Second Consolidated Amended and Restated Master Lease Agreement dated as of November 1, 2020, a Twentieth Amendment to Second Consolidated Amended and Restated Master Lease Agreement dated February 2, 2021, a Twenty First Amendment to Second Consolidated Amended and Restated Master Lease Agreement dated August 17, 2021, a Twenty Second Amendment to Second Consolidated Amended and Restated Master Lease Agreement dated August 23, 2021, a Twenty Third Amendment to Second Consolidated Amended and Restated Master Lease Agreement dated October 20, 2022, a Twenty Fourth Amendment to Second Consolidated Amended and Restated Master Lease Agreement dated June 1,2023, a Twenty Fifth Amendment to Second Consolidated Amended and Restated Master Lease Agreement dated July 20, 2023, a Twenty Sixth Amendment to Second Consolidated Amended and Restated Master Lease Agreement dated September 1,

2023, a Twenty Seventh Amendment to Second Consolidated Amended and Restated Master Lease Agreement dated October 16, 2023, a Twenty Eighth Amendment to Second Consolidated Amended and Restated Master Lease Agreement dated November 1, 2023, a Twenty Ninth Amendment to Second Consolidated Amended and Restated Master Lease Agreement dated February 9, 2024, a Thirtieth Amendment to Second Consolidated Amended and Restated Master Lease Agreement dated August 1, 2024, a Thirty First Amendment to Second Consolidated Amended and Restated Master Lease Agreement dated August 26, 2024, a Thirty Second Amendment to Second Consolidated Amended and Restated Master Lease Agreement dated May 13, 2025, and a Thirty Third Amendment to Second Consolidated Amended and Restated Master Lease Agreement dated May 23, 2025.

Ventas Master Lease

2. Amended and Restated Master Lease Agreement No. 5, dated as of February 2, 2015, by and among Landlord (as defined therein) and Tenant (as defined therein), as amended by that certain First Amendment to Amended and Restated Master Lease No. 5, dated February 2, 2015, and that certain Second Amendment to Amended and Restated Master Lease No. 5, March 10, 2016, and that certain Third Amendment to Amended and Restated Master Lease No. 5, dated as of March 8, 2019.

Cindat Master Leases

3. Master Lease Agreement, dated as of December 23, 2016, among those landlord entities identified therein and Genesis Dynasty Operations LLC, as amended by that First Amendment, dated October 26, 2017, that Second Amendment, dated December 6, 2017, that Third Amendment, dated February 23, 2018, that Fourth Amendment, dated May 31, 2018, that Fifth Amendment, dated July 19, 2018, that Sixth Amendment, dated __, 2019, that Seventh Amendment, dated August 29, 2019, that Eighth Amendment, dated October 31, 2019, that Ninth Amendment dated __, 2020, that Tenth Amendment dated December 31, 2024, and that Eleventh Amendment dated March 27, 2025.

4. Master Lease Agreement, dated as of October 1, 2017, made effective as of October 26, 2017, among those landlord entities identified therein and Genesis Tang Operations LLC, as amended by that First Joinder and Amendment, dated December 1, 2017, made effective as of December 6, 2017, that Second Joinder and Amendment, dated February 1, 2018, made effective as of February 23, 2018, that Third Joinder and Amendment, dated May 31, 2018, that Fourth Joinder and Amendment, dated July 19, 2018, that Fifth Joinder and Amendment, dated __, 2019, that Sixth Joinder and Amendment, dated August 29, 2019, that Seventh Joinder and Amendment, dated October 1, 2019, made effective as of October 31, 2019, and that Eight Amendment dated December 31, 2024.

Seafire Master Lease

5. Master Lease Agreement, dated as of September 12, 2019, by and between Seafire NEMA Master Landlord, LLC and Genesis SNI Operations, LLC, as amended by that certain First Amendment to Maser Lease dated as of June 23, 2023.

Schedule 3.1(a)

Corporate Existence; Compliance with Laws

None.

Schedule 3.1(b)

Compliance with Healthcare Laws

None.

Schedule 3.1(c)
Primary Licenses

None.

Schedule 3.1(e)

Healthcare Facility Violations

None.

Schedule 3.7
Taxes

There are deferred employer social security taxes due and owing to the IRS.

The following Loan Parties were part of the RCP Encore Acquisition, Inc. affiliated group prior to their acquisition by Powerback Rehabilitation, LLC:

- Encore GC Acquisition, LLC
- Encore Rehabilitation Services, LLC
- Encore Preakness, LLC
- Metro Therapy, Inc.
- Encore Pediatrics, LLC
- Powerback Pediatrics of Arkansas, LLC
- Powerback Pediatrics of Missouri, LLC
- Powerback Pediatrics of Nebraska, LLC

Schedule 3.11
Labor Matters

Location Name	State	Union
Magnolia Ridge	AL	United Steel, Paper and Forestry, Rubber, Manufacturing , Energy, Allied Industrial and Service Workers
Brier Oak	CA	SEIU 1199 Local 2015
Milford Center	DE	United Brotherhood of Carpenters and Joiners of America, Carpenters Industrial Council, and Local 2799
Seaford Center	DE	United Brotherhood of Carpenters and Joiners of America, Carpenters Industrial Council, and Local 2799
St. Joseph's Care and Rehab	MA	New England Health Care Employees Union, District 1199, SEIU
Arbor Glen Center	NJ	JNESO - District Council 1, IUOE/AFL-CIO; 1199 SEIU United Healthcare Workers East - NJ Region
Cranbury Center	NJ	1199 SEIU United Healthcare Workers East - NJ Region
Holly Manor Center	NJ	1199 SEIU United Healthcare Workers East - NJ Region
Lopatcong Center	NJ	UFCW Local 312
Maple Glen Center	NJ	DISTRICT 1199J, NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO
Millville	NJ	United Food and Commercial Workers International Union, Local 312
Ridgewood Center-NJ	NJ	1199 SEIU United Healthcare Workers East - NJ Region
Southern Ocean Center	NJ	1199 SEIU United Healthcare Workers East - NJ Region
Troy Hills Center	NJ	1199 SEIU United Healthcare Workers East - NJ Region
Chapel Manor	PA	SEIU Healthcare Pennsylvania
Crestview Center - PA	PA	SEIU Healthcare Pennsylvania
Hillcrest Center	PA	NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, A.F.S.C.M.E., AFL-CIO and its affiliate DISTRICT 1199C
Hopkins Center	PA	RWDSU Local 1034
Laurel Ridge Center	PA	Office & Professional Employees International Union, Local No. 457, AFL-CIO
The Belvedere Center	PA	NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, A.F.S.C.M.E., AFL-CIO and its affiliate DISTRICT 1199C
Wayne Center	PA	National Union of Hospital and Health Care Employees District 1199C
Wallingford	PA	NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO AND ITS AFFILIATE DISTRICT 1199C
Greenwood Center	RI	Rhode Island Laborers' District Council on behalf of Local Union 1322 of the Laborers' International Union of North America, AFL CIO
Columbia Crest	WA	SEIU Local 775
Lake Ridge	WA	SEIU Local 775
Heritage Center-WV	WV	SEIU District 1199 WV/KY/OH, the Health Care and Social Service Union, CTW CLC
Pierpont Center	WV	CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 175, affiliated with the International Brother of Teamsters

Location Name	State	Union
Ravenswood Village	WV	UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (USW) AFL-CIO CLC on behalf of Local Union 13252
Sistersville Center	WV	UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (USW) AFL-CIO CLC on behalf of Local Union 13252
Tygart Center	WV	CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 175, affiliated with the International Brother of Teamsters

Schedule 3.12
ERISA

Prior to the Petition Date, there occurred a partial withdrawal of certain ERISA Affiliates from the New England Health Care Employees Pension Fund.

Schedule 3.15

Healthcare Facilities

Legal Name	Facility Type	Interest	Fee Owner/ Landlord	Facility Name	Street	City	State	Zip
1 Sutphin Drive Operations LLC	SNF	Leased	CBYW Marmet PropCo LLC	Marmet Center	1 Sutphin Drive	Marmet	WV	25315
100 Abbeyville Road Operations LLC	SNF	Leased	Altira	Lancaster Skilled Nursing and Rehabilitation Center	100 Abbeyville Rd	Lancaster	PA	17603
100 Chambers Street Operations LLC	SNF	Leased	Cindat	Grandview Center	100 Chambers Street	Cumberland	RI	02864
100 W. Queen Street Operations LLC	SNF	Leased	Altira	Inners Creek Skilled Nursing and Rehabilitation Center	100 W Queen St	Dallastown	PA	17313
1000 Lincoln Drive Operations LLC	SNF	Leased	Ventas	Valley Center	1000 Lincoln Drive	Charleston	WV	25309
1008 Thompson Street Operations LLC	SNF	Leased	Altira	Jersey Shore Skilled Nursing and Rehabilitation Center	1008 Thompson St	Jersey Shore	PA	17740
101 13th Street Operations LLC	SNF	Leased	CCGEN	Heritage Center	101 13th Street	Huntington	WV	25701
1020 South Main Street Operations LLC	SNF	Leased	Seafire NEMA Master Landlord, LLC	Quakertown Center	1020 South Main Street	Quakertown	PA	18951
106 Tyree Street Operations LLC	SNF	Leased	CBYW Ansted PropCo LLC	Ansted Center	106 Tyree Street	Ansted	WV	25812
1070 Stouffer Avenue Operations LLC	SNF	Leased	Altira	Chambersburg Skilled Nursing and Rehabilitation Center	1070 Stouffer Ave.	Chambersburg	PA	17201
11 Dairy Lane Operations LLC	SNF	Leased	CBYW Fredericksburg PropCo LLC	Woodmont Center	11 Dairy Lane	Fredericksburg	VA	22404
1100 Norman Eskridge Highway Operations LLC	SNF	Leased	CBYW Seaford PropCo LLC	Seaford Center	1100 Norman Eskridge Highway	Seaford	DE	19973
1104 Welsh Road	SNF	Leased	Ventas	Chapel Manor	1104 Welsh Road	Philadelphia	PA	19115

Legal Name	Facility Type	Interest	Fee Owner/ Landlord	Facility Name	Street	City	State	Zip
Operations LLC								
115 S. Providence Road Operations LLC	SNF	Leased	Altira	Wallingford Skilled Nursing and Rehabilitation Center	115 S. Providence Road	Wallingford	PA	19086
12-15 Saddle River Road Operations LLC	SNF	Leased	CBYW Fair Lawn PropCo LLC	Maple Glen Center	12-15 Saddle River Road	Fair Lawn	NJ	07410
1245 Church Road Operations LLC	SNF	Leased	NextGen	Hillcrest Center	1245 Church Road	Wyncote	PA	19095
125 Holly Road Operations LLC	SNF	Leased	NextGen	Laurel Center	125 Holly Road	Hamburg	PA	19526
1361 Route 72 West Operations LLC	SNF	Leased	CBYW Manahawkin PropCo LLC	Southern Ocean Center	1361 Route 72 West	Manahawkin	NJ	08050
1539 Country Club Road Operations LLC	SNF	Leased	Omega	Tygart Center at Fairmont Campus	1539 Country Club Road	Fairmont	WV	26554
1543 Country Club Road Manor Operations LLC	ALF/IL F	Leased	Omega	Pierpont Center at Fairmont Campus	1543 Country Club Road	Fairmont	WV	26554
161 Bakers Ridge Road Operations LLC	SNF	Leased	CCGEN	Madison Center	161 Bakers Ridge Road	Morgantown	WV	26508
1631 Ritter Drive Operations LLC	SNF	Leased	Seafire NEMA Master Landlord, LLC	Raleigh Center	1631 Ritter Drive, P.O. Box 741	Daniels	WV	25832
1650 Galisteo Street Operations LLC	SNF	Leased	Omega	Casa Real	1650 Galisteo Street	Santa Fe	NM	87505
1680 Spring Creek Road Operations LLC	ALF	Leased	Ventas	Lehigh Commons	1680 Spring Creek Road	Macungie	PA	18062
1700 Market Street Operations LLC	SNF	Leased	Altira	Camp Hill Skilled Nursing and Rehabilitation Center	1700 Market St	Camp Hill	PA	17011
1700 Pine Street Operations LLC	SNF	Leased	Seafire NEMA Master Landlord, LLC	Norriton Square Nursing and Rehabilitation Center	1700 Pine Street	Norristown	PA	19401

Legal Name	Facility Type	Interest	Fee Owner/ Landlord	Facility Name	Street	City	State	Zip
175 Blueberry Lane Operations LLC	SNF	Leased	CBYW Laconia PropCo LLC	Laconia Rehab Center	175 Blueberry Lane	Laconia	NH	03246
1770 Barley Road Operations LLC	SNF	Leased	Altira	York North Skilled Nursing and Rehabilitation Center	1770 Barley Rd	York	PA	17404
191 Hackett Hill Road Operations LLC	SNF	Leased	Seafire NEMA Master Landlord, LLC	Hackett Hill Center	191 Hackett Hill Drive	Manchester	NH	03102
20 Maitland Street Operations LLC	SNF	Leased	CBYW Concord PropCo LLC	Harris Hill Center	20 Maitland Street	Concord	NH	03301
200 Pauline Drive Operations LLC	SNF	Leased	Altira	York South Skilled Nursing and Rehabilitation Center	200 Pauline Dr	York	PA	17402
200 Reynolds Avenue Operations LLC	SNF	Leased	Melco	Troy Hills Center	200 Reynolds Avenue	Parsippany	NJ	07054
200 South Ritchie Avenue Operations LLC	SNF	Leased	Ventas	Ravenswood Center	200 South Ritchie Avenue	Ravenswood	WV	26164
201 Wood Street Operations LLC	SNF	Leased	CCGEN	Sisterville Center	201 Wood Street	Sisterville	WV	26175
2021 Westgate Drive Operations LLC	SNF	Leased	Altira	Bethlehem South Skilled Nursing and Rehabilitation Center	2021 Westgate Dr	Bethlehem	PA	18017
2029 Westgate Drive Operations LLC	SNF	Leased	Altira	Bethlehem North Skilled Nursing and Rehabilitation Center	2029 Westgate Dr	Bethlehem	PA	18017
2101 Fairland Road Operations LLC	SNF	Leased	Seafire NEMA Master Landlord, LLC	Fairland Center	2101 Fairland Road	Silver Spring	MD	20904
211-213 Ana Drive Operations LLC	SNF	Leased	Glenwood Realty, LLC	Glenwood Center	211 Ana Drive	Florence	AL	35630
211-213 Ana Drive Operations LLC	ALF	Leased	Glenwood Realty, LLC	Hilltop at Glenwood	211 Ana Drive	Florence	AL	35630

Legal Name	Facility Type	Interest	Fee Owner/ Landlord	Facility Name	Street	City	State	Zip
2125 Elizabeth Avenue Operations LLC	SNF	Leased	Altira	Laureldale Skilled Nursing and Rehabilitation Center	2125 Elizabeth Ave.	Laureldale	PA	19605
22 Tuck Road Operations LLC	SNF	Leased	Omega	Oceanside Skilled Nursing & Rehabilitation	22 Tuck Road	Hampton	NH	03842
225 Evergreen Road Operations LLC	SNF	Leased	Sanatoga RE, LLC	Sanatoga Center	225 Evergreen Road	Pottstown	PA	19464
227 Evergreen Road Operations LLC	ALF	Leased	Ventas	Sanatoga Court	227 Evergreen Road	Pottstown	PA	19464
24 Old Etna Road Operations LLC	SNF	Leased	CBYW Lebanon PropCo LLC	Lebanon Center	24 Old Etna Road	Lebanon	NH	03766
2400 Kingston Court Operations LLC	SNF	Leased	Altira	Kingston Court Skilled Nursing and Rehabilitation Center	2400 Kingston Ct	York	PA	17402
25 East Lindsley Road Operations LLC	SNF	Leased	CBYW Cedar Grove PropCo LLC	Arbor Glen Center	25 East Lindsley Road	Cedar Grove	NJ	07009
25 Ridgewood Road Operations LLC	SNF	Leased	CBYW Bedford PropCo LLC	Ridgewood Center	25 Ridgewood Road	Bedford	NH	03110
2507 Chestnut Street Operations LLC	SNF	Leased	Ventas	Belvedere Nursing & Rehab	2507 Chestnut Street	Chester	PA	19013
2600 Northampton Street Operations LLC	SNF	Leased	Altira	Easton Skilled Nursing and Rehabilitation Center	2600 Northampton St	Easton	PA	18045
262 Toll Gate Road Operations LLC	SNF	Leased	NextGen	Crestview Center	262 Toll Gate Road	Langhorne	PA	19047
2720 Charles Town Road Operations LLC	SNF	Leased	CBYW Martinsburg PropCo LLC Leased	Care Haven	2720 Charles Town Road	Martinsburg	WV	25405
279 Cabot Street Operations LLC	SNF	Owned		Renaissance Manor on Cabot	279 Cabot Street	Holyoke	MA	01040

Legal Name	Facility Type	Interest	Fee Owner/ Landlord	Facility Name	Street	City	State	Zip
290 Hanover Street Operations LLC	SNF	Leased	Omega	Elm Wood Center at Claremont	290 Hanover Street	Claremont	NH	03743
292 Applegarth Road Operations LLC	SNF	Leased	Cranbury RE, LLC	Cranbury Center	292 Applegarth Road	Monroe Township	NJ	08831
3 Industrial Way East Operations LLC	SNF	Leased	CBYW Eatontown PropCo LLC	Jersey Shore Center	3 Industrial Way East	Eatontown	NJ	07724
30 West Avenue Operations LLC	SNF	Leased	Ventas	Wayne Center	30 West Avenue	Wayne	PA	19087
3000 Windmill Road Operations LLC	SNF	Leased	Altira	Sinking Spring Skilled Nursing and Rehabilitation Center	3000 Windmill Rd	Sinking Spring	PA	19608
302 Cedar Ridge Road Operations LLC	SNF	Leased	CBYW Sissonville PropCo LLC	Cedar Ridge Center	302 Cedar Ridge Road	Sissonville	WV	25320
330 Franklin Turnpike Operations LLC	SNF	Leased	CBYW Ridgewood PropCo LLC	Ridgewood Center	330 Franklin Turnpike	Ridgewood	NJ	07450
330 Green End Avenue Operations LLC	SNF	Leased	CBYW Middletown Propco LLC	Grand Islander Center	333 Green End Avenue	Middletown	RI	02842
3430 Huntingdon Pike Operations LLC	SNF	Leased	Altira	Huntingdon Valley Skilled Nursing and Rehabilitation Center	3430 Huntingdon Pike	Huntingdon Valley	PA	19006
3514 Fowler Avenue Operations LLC	SNF	Leased	Omega	Silver City Care Center	3514 Fowler Avenue	Silver City	NM	88061
3590 Washington Pike Operations LLC	SNF	Leased	CCGEN	Bridgeville Center	3590 Washington Pike	Bridgeville	PA	15017
3720 Church Rock Street Operations LLC	SNF	Leased	Omega	Red Rocks Care Center	3720 Church Rock Street	Gallup	NM	87301
390 Red School Lane Operations LLC	SNF	Leased	Ventas	Lopatcong Center	390 Red School Lane	Phillipsburg	NJ	08865
40 Crosby Street	SNF	Leased	Crestwood Realty, LLC	Crestwood Center	40 Crosby Street	Milford	NH	03055

Legal Name	Facility Type	Interest	Fee Owner/ Landlord	Facility Name	Street	City	State	Zip
Operations LLC								
40 Whitehall Road Operations LLC	SNF	Owned	40 Whitehall Road Property LLC	Rochester Manor	40 Whitehall Road	Rochester	NH	03867
400 McKinley Avenue Operations LLC	SNF	Leased	Aurora	Pine View Nursing and Rehabilitation Center	400 McKinley Avenue	Harrisville	WV	26362
4140 Old Washington Highway Operations LLC	SNF	Leased	Seafire NEMA Master Landlord, LLC	Waldorf Center	4140 Old Washington Highway	Waldorf	MD	20602
419 Harding Street Operations LLC	SNF	Leased	Omega	Clayton Nursing and Rehab	419 Harding Street	Clayton	NM	88415
422 23rd Street Operations LLC	SNF	Leased	Seafire NEMA Master Landlord, LLC	Hidden Valley Health Care	422 23rd Street	Oak Hill	WV	25901
425 Buttonwood Street Operations LLC	SNF	Leased	Altira	West Reading Skilled Nursing and Rehabilitation Center	425 Buttonwood St	West Reading	PA	19611
450 East Philadelphia Avenue Operations LLC	ALF	Leased	Ventas	Mifflin Court	450 E Philadelphia Ave	Shillington	PA	19607
462 Main Street Operations LLC	SNF	Managed		Lasell	120 Seminary Ave	Auburndale	MA	02466
462 Main Street Operations LLC	ALF	Leased	Ventas	Heritage Woods Asst Living	462 Main Street	Agawam	MA	01001
50 Mulberry Tree Street Operations LLC	SNF	Leased	Shenandoah RE, LLC	Shenandoah Center	50 Mulberry Tree Street	Charles Town	WV	25414
50 Pheasant Road Operations LLC	SNF	Leased	Pheasant Wood Realty, LLC	Pheasant Wood Center	50 Pheasant Road	Peterborough	NH	03458
500 East Philadelphia Avenue Operations LLC	SNF	Leased	Seafire NEMA Master Landlord, LLC	Mifflin Center	500 E Philadelphia Ave	Shillington	PA	19607
530 Macoby Street Operations LLC	SNF	Leased	Ventas	Pennsburg Manor	530 Macoby Street	Pennsburg	PA	18073

Legal Name	Facility Type	Interest	Fee Owner/ Landlord	Facility Name	Street	City	State	Zip
54 Sharp Street Operations LLC	SNF	Leased	NextGen	Millville Center	54 Sharp Street	Millville	NJ	08332
5485 Perkiomen Avenue Operations LLC	ALF	Leased	Ventas	Berkshire Commons	5485 Perkiomen Avenue	Reading	PA	19606
550 South Negley Avenue Operations LLC	SNF	Leased	Altira	Pittsburgh Skilled Nursing and Rehabilitation Center	550 South Negley Avenue	Pittsburgh	PA	15232
590 North Poplar Fork Road Operations LLC	SNF	Leased	CCGEN	Teays Valley Center	1390 N. Poplar Fork Road	Hurricane	WV	25526
600 Paoli Pointe Operations LLC	ALF	Leased	Ventas	Highgate at Paoli Pointe	600 Paoli Pointe Drive	Paoli	PA	19301
600 W. Valley Forge Road Operations LLC	SNF	Leased	Altira	King of Prussia Skilled Nursing and Rehabilitation Center	600 W. Valley Forge Rd	King of Prussia	PA	19406
613 Hammonds Lane Operations LLC	SNF	Leased	Seafire NEMA Master Landlord, LLC	Hammonds Lane Center	613 Hammonds Lane	Brooklyn Park	MD	21225
640 Bethlehem Pike Operations LLC	SNF	Leased	Altira	Montgomeryville Skilled Nursing and Rehabilitation Center	640 Bethlehem Pike	Montgomeryville	PA	18936
660 Commonwealth Avenue Operations LLC	SNF	Leased	CBYW Warwick PropCo LLC	Kent Regency Center	660 Commonwealth Avenue	Warwick	RI	02886
677 Court Street Operations LLC	SNF	Leased	CBYW Keene PropCo LLC	Keene Center	677 Court Street	Keene	NH	03431
7 Baldwin Street Operations LLC	SNF	Leased	CBYW Franklin PropCo, LLC	Mountain Ridge Center	7 Baldwin Street	Franklin	NH	03235
700 Marvel Road Operations LLC	SNF	Leased	CBYW Milford PropCo LLC	Milford Center	700 Marvel Road	Milford	DE	19963
700 Town Bank Road Operations LLC	SNF	Leased	North Cape RE, LLC	North Cape Center	700 Town Bank Road	North Cape May	NJ	08204

Legal Name	Facility Type	Interest	Fee Owner/ Landlord	Facility Name	Street	City	State	Zip
715 East King Street Operations LLC	SNF	Leased	Seafire NEMA Master Landlord, LLC	Lofland Center	715 East King Street	Seaford	DE	19973
723 Summers Street Operations LLC	SNF	Leased	CBYW Parkersburg PropCo LLC	Willows Center	723 Summers Street	Parkersburg	WV	26101
724 N. Charlotte Street Operations LLC	SNF	Leased	Altira	Pottstown Skilled Nursing and Rehabilitation Center	724 N. Charlotte St	Pottstown	PA	19464
75 Hickle Street Operations LLC	SNF	Leased	CCGEN	Laurel Ridge Center	75 Hickle Street	Uniontown	PA	15401
777 Lafayette Road Operations LLC	ALF	Leased	Omega	Partridge House	777 Lafayette Road	Hampton	NH	03842
8 Rose Street Operations LLC	SNF	Leased	CCGEN	Rosewood Center	8 Rose Street	Grafton	WV	26354
8 Snow Road Operations LLC	SNF	Leased	Applewood Realty, LLC	Applewood Rehabilitation Center	8 Snow Road	Winchester	NH	03470
80 Maddex Drive Operations LLC	SNF	Leased	CBYW Shepherdstown PropCo LLC	Canterbury Center	80 Maddex Drive	Shepherdstown	WV	25443
800 Court Street Circle Operations LLC	SNF	Leased	Altira	Sunbury Skilled Nursing and Rehabilitation Center	901 Court Street Circle	Sunbury	PA	17801
803 Hacienda Lane Operations LLC	SNF	Leased	Omega	Bloomfield Nursing and Rehab	803 Hacienda Lane	Bloomfield	NM	87413
8100 Washington Lane Operations LLC	SNF	Leased	CBYW Wyncote PropCo LLC	Hopkins Center	8100 Washington Lan	Wyncote	PA	19095
825 Summit Street Operations LLC	SNF	Leased	Seafire NEMA Master Landlord, LLC	Miletree Center	825 Summit Street	Spencer	WV	25276
84 Cold Hill Road Operations LLC	SNF	Leased	NextGen	Holly Manor Center	84 Cold Hill Road	Mendham	NJ	07945
867 York Road Operations LLC	SNF	Leased	Gettysburg RE, LLC	Gettysburg Center	867 York Road	Gettysburg	PA	17325

Legal Name	Facility Type	Interest	Fee Owner/ Landlord	Facility Name	Street	City	State	Zip
89 Morton Street Operations LLC	SNF	Leased	Seafire NEMA Master Landlord, LLC	Academy Manor	89 Morton Street	Andover	MA	01810
900 Tuck Street Operations LLC	SNF	Leased	Altira	Lebanon Skilled Nursing and Rehabilitation Center	900 Tuck St	Lebanon	PA	17042
91 Country Village Road Operations LLC	SNF	Leased	Cindat	Country Village Center	91 Country Village Road, Box 441	Lancaster	NH	03584
940 Walnut Bottom Road Operations LLC	SNF	Leased	Altira	Carlisle Skilled Nursing and Rehabilitation Center	940 Walnut Bottom Rd.	Carlisle	PA	17015
Belen Meadows Healthcare and Rehabilitation Center, LLC	SNF	Leased	Belen Health Care, Ltd.	Belen Meadows Healthcare and Rehabilitation Center	1831 Camino del Llano	Belen	NM	87002
Belfast Operations, LLC	SNF	Leased	Harbor Hill Realty, LLC	Harbor Hill Center	2 Footbridge Rd.	Belfast	ME	04915-7206
Brier Oak on Sunset, LLC	SNF	Leased	BFW, LLC	Brier Oak on Sunset	5154 Sunset Blvd.	Los Angeles	CA	90027
Camden Operations, LLC	SNF	Leased	Windward Gardens Realty, LLC	Windward Gardens	105 Mechanic Street	Camden	ME	04843-1811
Clovis Healthcare and Rehabilitation Center, LLC	SNF	Leased	LTC	Clovis Healthcare and Rehabilitation Center	1201 N. Norris St.	Clovis	NM	88101
Falmouth Operations, LLC	SNF	Leased	Sedgewood Realty, LLC	Sedgewood Commons	22 Northbrook Drive	Falmouth	ME	04105-1318
Farmington Operations, LLC	SNF	Leased	Wilson Stream Realty, Inc.	Sandy River Center	119 Livermore Falls Road	Farmington	ME	04938-6241
Five Ninety Six Sheldon Road Operations LLC	SNF	Leased	Omega	Saint Albans Healthcare & Rehabilitation Center	596 Sheldon Road	Saint Albans	VT	05478
Harborside Rhode Island Limited Partnership	SNF	Leased	GMF	Greenwood Center	1139 Main Avenue	Warwick	RI	02886-1940
Kennebunk Operations, LLC	SNF	Leased	RiverRidge Associates	RiverRidge Center	3 Brazier Lane	Kennebunk	ME	04043-7095
Lewiston Operations, LLC	SNF	Leased	Marshwood Realty, Inc.	Marshwood Center	33 Roger Street	Lewiston	ME	04240-3328

Legal Name	Facility Type	Interest	Fee Owner/ Landlord	Facility Name	Street	City	State	Zip
Nine Haywood Avenue Operations LLC	SNF	Leased	CBYW Rutland PropCo LLC	Mountain View Center	9 Haywood Avenue, P.O. Box 6623	Rutland	VT	05702
Orono Operations, LLC	SNF	Leased	Brown Trout Acquisition, LLC	Orono Commons	117 Bennoch Road	Orono	ME	04473-3620
Peak Medical Assisted Living, LLC	SNF	Leased	GMF	The Village at Northrise, Morningside	2880 N. Roadrunner Parkway	Las Cruces	NM	88011-0853
Peak Medical Las Cruces No. 2, LLC	SNF	Leased	Grey Handy	Casa De Oro Center	1005 Lujan Hill Road	Las Cruces	NM	88007-6304
Peak Medical Las Cruces, LLC	SNF	Leased	ALE Partners	Casa Del Sol Center	2905 East Missouri	Las Cruces	NM	88011-4813
Peak Medical New Mexico No. 3, LLC	SNF	Leased	Ralph Hazelbaker	Ladera Center	5901 Ouray Road NW	Albuquerque	NM	87120-1381
Peak Medical New Mexico No. 3, LLC	SNF	Leased	Ralph Hazelbaker	Las Palomas Center	8100 Palomas NE	Albuquerque	NM	87109-5264
Peak Medical New Mexico No. 3, LLC	SNF	Leased	Ralph Hazelbaker	Rio Rancho Center	4210 Sabana Grande SE	Rio Rancho	NM	87124-1152
Peak Medical Roswell, LLC	SNF	Leased	Roswell Health Care	Mission Arch Center	3200 Mission Arch Drive	Roswell	NM	88201-8307
Romney Health Care Center Limited Partnership	SNF	Leased	Hampshire County, WV	Hampshire Center	260 Sunrise Blvd	Romney	WV	26757
Route 92 Operations LLC	SNF	Leased	Ventas	White Sulphur Springs Center	345 Pocahontas Trail, P.O.Box 249	White Sulphur Springs	WV	24986
Saddle Shop Road Operations LLC	SNF	Leased	Seafire NEMA Master Landlord, LLC	Hilltop Center	152 Saddle Shop Road P.O.Box 125	Hilltop	WV	25855
Scarborough Operations, LLC	SNF	Leased	Pine Point Realty, Inc.	Pine Point Center	67 Pine Point Road	Scarborough	ME	04074-8813
Skies Healthcare and Rehabilitation Center, LLC	SNF	Leased	Albuquerque Health Care, Ltd.	Skies Healthcare and Rehabilitation Center	9150 McMahon NW	Albuquerque	NM	87114
Skiles Avenue and Sterling Drive Urban Renewal Operations LLC	SNF	Leased	Landlord[1]	ACCELerate Piscataway	10 Sterling Drive	Piscataway	NJ	08854

[1] Facility transferred on 4/1/2024 pursuant to a Management and Operations Transfer Agreement and the Borrower possesses it via an interim sublease pending approval of new operator's license.

Legal Name	Facility Type	Interest	Fee Owner/ Landlord	Facility Name	Street	City	State	Zip
Skowhegan SNF Operations, LLC	SNF	Leased	Cedar Ridge Nursing Care Center Associates, LP	Cedar Ridge Center	23 Cedar Ridge Drive	Skowhegan	ME	04976-4160
St. Anthony Healthcare and Rehabilitation Center, LLC	SNF	Leased	LTC	St. Anthony Healthcare and Rehabilitation Center	1400 West 21st Street	Clovis	NM	88101
St. Catherine Healthcare and Rehabilitation Center, LLC	SNF	Leased	LTC	Bear Canyon Rehabilitation Center	5123 Juan-Tabo Blvd. NE	Albuquerque	NM	87111
St. John Healthcare and Rehabilitation Center, LLC	SNF	Leased	LTC	Sandia Ridge Center	2216 Lester Drive NE	Albuquerque	NM	87112
St. Theresa Healthcare and Rehabilitation Center, LLC	SNF	Leased	LTC	Uptown Rehabilitation Center	7900 Constitution Ave. NE	Albuquerque	NM	87110
Stillwell Road Operations LLC	SNF	Leased	CCGEN	Pocahontas Center	5 Everett Tibbs Road	Marlinton	WV	24954-6500
SunBridge Beckley Health Care LLC	SNF	Leased	Omega	Pine Lodge Care and Rehabilitation Center	405 Stanaford Rd.	Beckley	WV	25801-3143
SunBridge Care Enterprises, LLC	SNF	Leased	Omega	Parkersburg Care Center	1716 Gihon Road	Parkersburg	WV	26101-9655
SunBridge Clipper Home of Wolfeboro, LLC	SNF	Leased	C.H.W. Limited Liability Co.	Wolfeboro Bay Center	39 Clipper Dr.	Wolfeboro	NH	03894-4222
SunBridge Dunbar Health Care LLC	SNF	Leased	Omega	Dunbar Center	501 Caldwell Lane	Dunbar	WV	25064-2026
SunBridge Gardendale Health Care Center, LLC	SNF	Leased	LTC	Magnolia Ridge	420 Dean Drive	Gardendale	AL	35071-2763
SunBridge Gardendale Health Care Center, LLC	ILF	Leased	LTC	Magnolia Village	420 Dean Drive	Gardendale	AL	35071-2763
SunBridge Glenville Health Care, LLC	SNF	Leased	Glenville Propco LLC	Glenville Center	111 Fairground Road	Glenville	WV	26351
SunBridge Goodwin Nursing Home, LLC	SNF	Leased	Exeter Realty, LLC	Exeter Rehabilitation Center	8 Hampton Road,	Exeter	NH	03833

Legal Name	Facility Type	Interest	Fee Owner/ Landlord	Facility Name	Street	City	State	Zip
SunBridge Healthcare LLC (fka SunBridge Healthcare Corporation)	SNF	Leased	Omega	Cottage of the Shoals	500 John Aldridge Dr.	Tuscumbia	AL	35674-3000
SunBridge Healthcare LLC (fka SunBridge Healthcare Corporation)	SNF	Leased	Omega	Cypress Cove Center	200 Alabama Ave.	Muscle Shoals	AL	35661-3102
SunBridge Healthcare, LLC (fka SunBridge Healthcare Corporation)	SNF	Leased	Omega	Keller Landing	813 Keller Lane	Tuscumbia	AL	35674-1110
SunBridge Healthcare, LLC (fka SunBridge Healthcare Corporation)	SNF	Leased	Omega	Merry Wood Lodge	280 Mt. Hebron Rd.	Elmore	AL	36025-1526
SunBridge Healthcare, LLC (fka SunBridge Healthcare Corporation)	SNF	Leased	Omega	River City Center	1350 14th Avenue SE	Decatur	AL	35601-4364
SunBridge Healthcare, LLC (fka SunBridge Healthcare Corporation)	SNF	Leased	John Chakalos	Elaine Center at Hadley	50 North Maple St, PO Box 720	Hadley	MA	01035-9715
SunBridge Healthcare, LLC (fka SunBridge Healthcare Corporation)	SNF	Leased	Ventas	Columbia Crest Center	1100 E. Nelson Rd.	Moses Lake	WA	98837-2360
SunBridge Healthcare, LLC (fka SunBridge Healthcare Corporation)	SNF	Leased	Ventas	Lake Ridge Center	817 East Plum	Moses Lake	WA	98837-1870
SunBridge Nursing Home, LLC	SNF	Leased	Ventas	Everett Center	1919 - 112th St., Southwest	Everett	WA	98204-3784
SunBridge Putnam Health Care LLC	SNF	Leased	Omega	Putnam Care Center	300 Seville Rd	Hurricane	WV	25526-9206
SunBridge Regency - Tennessee, LLC	SNF	Leased	Omega	Cumberland Village Care Genesis HealthCare	136 Davis Lane	La Follette	TN	37766-3118

Legal Name	Facility Type	Interest	Fee Owner/ Landlord	Facility Name	Street	City	State	Zip
SunBridge Regency - Tennessee, LLC	SNF	Leased	Omega	Willow Ridge Center	215 Richardson Way	Maynardville	TN	37807-3803
SunBridge Regency-North Carolina, LLC	SNF	Leased	Omega	Abbotts Creek Center	877 Hill Everhart Rd	Lexington	NC	27295-9140
SunBridge Regency-North Carolina, LLC	SNF	Leased	Omega	Meridian Center	707 North Elm St	High Point	NC	27262-3917
SunBridge Regency-North Carolina, LLC	SNF	Leased	Omega	Mount Olive Center	228 Smith Chapel Rd	Mount Olive	NC	28365-1917
SunBridge Regency-North Carolina, LLC	SNF	Leased	Omega	Siler City Center	900 West Dolphin St	Siler City	NC	27344-3711
SunBridge Salem Health Care LLC	SNF	Leased	Omega	Salem Center	255 Sunbridge Drive	Salem	WV	26426-1154
The Rehabilitation Center of Albuquerque, LLC	SNF	Leased	Presbyterian Healthcare Services	The Rehabilitation Center of Albuquerque	5900 Forest Hills Dr. NE	Albuquerque	NM	87109
Thirty Five Bel-Aire Drive SNF Operations LLC	SNF	Leased	CBYW Newport PropCo LLC	Bel-Aire Center	35 Bel-Aire Drive	Newport	VT	05855
Three Mile Curve Operations LLC	SNF	Leased	Ventas	Logan Center	P.O. Box 540, 55 LMMH Center Road	Logan	WV	25601
Waterville SNF Operations LLC	SNF	Leased	Oak Grove Realty, LLC	Oak Grove Center	27 Cool Street	Waterville	ME	04901-5221
Westbrook Operations, LLC	SNF	Leased	Springbrook Realty, LLC	Springbrook Center	300 Spring Street	Westbrook	ME	04092-3915
Westwood Medical Park Operations LLC	SNF	Leased	CBYW Bluefield PropCo LLC	Westwood Center	Westwood Medical Park	Bluefield	VA	24605

Schedule 3.20
Insurance

Coverage Line	Carrier	Coverage Trigger	AM Best Rating	Policy Period	Policy Number	Limit	SIR and/or Deductible	PREMIUM (Including Taxes and Fees)
Auto	Wesco Insurance Company (AMTrust)	Occurance		12/1/2024 - 12/1/2025	WPP2052746-00			
Auto	Wesco Insurance Company (AMTrust) MA Only	Occurance		12/1/2024 - 12/1/2025	WPP2052747	$1,000,000.00	$100,000.00	$905,573.62
Crime	AXIS Insurance Company	Discovery	A+ XV	4/1/2025-4/1/2026	P00100032605706	$10,000,000 Theft of Insured Entity's Property $10,000,000 Theft of Client's Property $10,000,000 Forgery of Payment Card Instruments $10,000,000 Inside the Premises $10,000,000 In Transit $10,000,000 Money Order or Counterfeit Currency Fraud $10,000,000 Computer Transfer Fraud $10,000,000 Funds Transfer Fraud $100,000 Legal Expense $250,000 Restoration Expense $250,000 Social Engineering Fraud $250,000 Investigation Expense	$250,000.00	$38,535.00
Crime (Excess)	Sompo International Insurance			4/1/2025-4/1/2026	CRX30084071700			$20,500.00
Cyber	Underwriters at Lloyd's of London	Claims Made		9/15/2024 - 9/15/2025	B0621PGENE017924	$10,000,000.00	$500,000.00	$319,670.00
D&O Primary	U.S. Specialty Insurance Co. (Tokio Marine HCC)	Claims Made	A++ XV	4/1/2025 - 4/1/2026	14-MGU-24-A58282	$5,000,000 Limit of Liability (Inclusive of Defense Expense)	$0 Non-Indemnifiable $1,000,000 Indemnifiable $1,000,000 M&A	$695,000.00
D&O 1st	National Union Fire Insurance Co. of Pittsburgh, PA (AIG)	Claims Made	A XV	4/1/2025 - 4/1/2026	28802428	$5,000,000 xs $5,000,000	Underlying	$550,000.00
D&O 2nd	ACE American Insurance Company	Claims Made	A++ XV	4/1/2025 - 4/1/2026	DOXG26815149008	$5,000,000 xs $10,000,000	Underlying	$440,000.00
D&O 3rd	Houston Specialty Insurance	Claims Made	A- IX	4/1/2025 - 4/1/2026	ADIC000000601	$2,500,000 xs $15,000,000	Underlying	$125,000.00
D&O 4th	Assocaiated Industries Insurance Company	Claims Made	A- XV	4/1/2025 - 4/1/2026	ANV160699A	$2,500,000 xs $17,500,000	Underlying	$100,000.00
Employed Lawyers Liability	Zurich American Insurance Company	Claims Made	A+ XV	4/1/2025-4/1/2026	EOC 8682772-05	$1,000,000 per claim and annual aggregate	$50,000.00	$7,535.00
Employment Practices Liability (EPLI)	American National Group, Inc.			4/1/2025-4/1/2026	67334571			$285,000.00
Errors and Omissions ACO	Capitol Specialty Insurance	Claims Made		1/1/2025 - 1/1/2026	MC20251001-01	$1,000,000.00	$125,000.00	$23,695.00
Fiduciary Liability	Hudson Insurance Company (Euclid)	Claims Made	A XV	4/1/2025 - 4/1/2026	SFD3121199703	$ 10,000,000 Aggregate	$250,000 each claim Retention $1M Class Action and Derivative Retention $5M Excess Fee Litigation Claim	$108,541.00
Fiduciary Excess	Fair American Insurance	Claims Made	A XV	4/1/2025 - 4/1/2026	MLX100156403	$ 10,000,000 Aggregate	xs of underlying	$73,250.00
GLPL (Front & PA MCare)	Notting Hill Risk Retention Group, LLC	Claims Made		12/01/2024 - 12/01/2025	ANH0000209-00	$10,000,000.00	$100,000.00	$2,432,619.00
GLPL (NY Office)	National Fire	Claims Made	A XV	1/31/2024 - 1/31/2025	NCS101155			$2,597.00
Physician Malpractice (not powerback / specific employees named)	Coverys Specialty Insurance Company	Claims Made		4/18/2025-4/18/2026	005PA000043994		NA	$182,573.43
Physician Malpractice (NM only) not powerback / specific employees named)	Coverys Specialty Insurance Company	Claims Made		01/01/25-01/01/26	002NM000049275		NA	$30,518.00
Pollution	Lloyds of London	Claims Made		12/18/2024 - 12/18/2025	PEN4940024AA	$15,000,000.00	$100,000.00	$147,320.00
Property	Lexington	Occurance	A	12/1/2024 - 25	61385433	$5,000,000.00	$500,000.00	$925,520.00
Property	Zurich	Occurance	A+	12/1/2024 - 25	CPP-3194638-00	$5,000,000.00	$500,000.00	$935,820.00
Property	Velocity	Occurance	A-	12/1/2024 - 25	2024-9006955-01	$3,750,000.00	$500,000.00	$698,145.00
Property	Axis	Occurance	A	12/1/2024 - 25	AXIS P-001-001471831-01	$2,000,000.00	$500,000.00	$720,820.00
Property	CNA	Occurance	A+	12/1/2024 - 25	PSR 7092932959	$1,000,000.00	$500,000.00	$349,620.00
Property	Lancashire	Occurance	A	12/1/2024 - 25	PPR100117360-00124	$1,500,000.00	$500,000.00	$514,420.00
Property	Kinsale	Occurance	A	12/1/2024 - 25	0100338339-0	$3,000,000.00	$500,000.00	$153,220.00
Property	Sompo	Occurance	A+	12/1/2024 - 25	ESP30074220500	$3,750,000.00	$500,000.00	$190,270.00
Property Excess 25x25	Arch	Occurance	A+	12/1/2024 - 25	ESP1055096-00	$1,875,000.00	$500,000.00	$40,808.00
Property Excess 25x25	C&F	Occurance	A	12/1/2024 - 25	PPP-912142	$3,900,000.00	$500,000.00	$82,335.00
Property Excess 25x25	Evanston	Occurance	A	12/1/2024 - 25	MKLV3XPR001116	$5,000,000.00	$500,000.00	$88,638.00
Property Excess 25x25	Trisura	Occurance	A-	12/1/2024 - 25	24-XSP-1126	$2,975,000.00	$500,000.00	$69,967.00
Property Excess 25x25	Landmark	Occurance	A++	12/1/2024 - 25	LHD947788	$3,750,000.00	$500,000.00	$77,238.00
Property Excess 25x25	Starr	Occurance	A	12/1/2024 - 25	24SLCFM12185101	$7,500,000.00	$500,000.00	$136,167.00
Property Excess 150x50	Mitsui	Occurance	A+	12/1/2024 - 25	EXP7001534	$75,000,000.00	$500,000.00	$167,083.00
Property Excess 150x50	Ironshore	Occurance	A	12/1/2024 - 25	1000698849-01	$75,000,000.00	$500,000.00	$183,166.00

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Boiler and Machinery	Liberty Mutual (B&M)	Occurance	A	12/1/2024 - 25	YB2-L9L-471374-034	$100,000,000.00	$25,000.00	$78,508.00
Flood - Laconia - 55060	American Bankers Insurance Company of Florida	Occurance		11/07/2024 - 11/07/2025	6946033800			$815.00
Flood - Milford (DE) - 55026	American Bankers Insurance Company of Florida	Occurance		11/07/2024 - 11/07/2025	6900245125			$3,097.00
Flood - Grandview - 56084	American Bankers Insurance Company of Florida	Occurance		11/07/2024 - 11/07/2025	6900245181			$3,078.00
Flood - Teays Valley - 56111	American Bankers Insurance Company of Florida	Occurance		11/07/2024 - 11/07/2025	6906022636			$3,858.00
Flood - White Sulphur - 56114	American Bankers Insurance Company of Florida	Occurance		11/07/2024 - 11/07/2025	6900048034			$3,957.00
Flood - Pocahantas - 56104	American Bankers Insurance Company of Florida	Occurance		2/05/2025 - 2/05/2026	6.90005E+13			$29,746.00
Flood - Sandy River - 55233	American Bankers Insurance Company of Florida	Occurance		2/19/2025-2/19/2026	6900053444	$500,000.00	$5,000.00	$2,474.00
Flood - Applewood - 57280	Wright National Flood Insurance Company	Occurance		3/13/2025-3/13/2026	28 1150893990 12	$500,000.00	$5,000.00	$4,022.00
Flood - Lofland Park - 55273	Selective Insurance Company	Occurance		8/28/2024 - 8/29/2025	FLD1385691			$2,016.00
Flood - Woodmont - 55090	American Bankers Insurance Company of Florida	Occurance		9/23/2024 - 9/23/2025	6.91111E+13			$1,725.00
Flood - Quakertown Center - 56077	Wright National Flood Insurance Company	Occurance		10/14/2024 - 10/14/2025	37 1151393575 07			$3,148.00
Flood - Quakertown Center - 56077 (Sheds)	Wright National Flood Insurance Company	Occurance		9/1/2024-9/1/2025	Various			$1,248.00
Flood - Bel Aire/Newport VT - 56157	Wright National Flood Insurance Company	Occurance		4/05/2025 - 4/05/2026	44 1151451310 08			$4,592.00
Flood - Cedar Ridge/Sissonville WV - 56100	Wright National Flood Insurance Company	Occurance		4/05/2025 - 4/05/2026	47 1151451416 08			$3,117.00
Terrorism	Hiscox (TRIA)	Occurance	A	12/1/2024 - 25	UTS2565268.24	$100,000,000.00	$100,000.00	$30,735.00
Tax Liability	QBE Specialty Insurance Group	Claims Made		8/18/2023-8/17/2030	140001091	$25,000,000 in aggregate	$200,000 in contest costs (aggregate)	$1,432,665.00
Tax Liability	Archer (Balance Partners)			8/18/2023-8/17/2030	ATTI000005	$20,000,000 in aggregate	$200,000 in defense costs (aggregate)	$1,090,470.00
Tax Liability (excess over QBE)	Everest Indemnity Insurance Company	Claims Made		8/18/2023-8/17/2030	TAXX000124	$20,000,000 in aggregate, excess $25,000,000	$25M (above QBE)	$550,000.00
Travel/Accident	Federal Insurance Company (Chubb)			12/9/2022-12/9/2025	99074614	$2,500,000.00		$3,000.00
Workers Compensation	Technology Insurance Company (AmTrust)	Occurance		9/27/2024 - 9/27/2025	TWC4501685	$1,000,000.00	N/A	$25,800,079.00
Workers Compensation (GERS) State Fund Account 01339799	Ohio Bureau of Workers' Compensation			7/1/25-7/1/26	1339799			
Workers Compensation (SUN) Self Insured	Ohio Bureau of Workers' Compensation			9/1/2025 - 9/1/2026	20003628-37			approx $150k per year semi-annual payments
Workers Compensation WA state plan 4 accounts	Labor and Industris Washington State LNI.WV.GOV			7/1/2024 - 7/1/2025	Genesis Eldercare Rehab Svcs 277,403-02 UBI 603,311,493 FEIN 232446104 SB Healthcare LLC 277,403-01 UBI 603,476,798 FEIN 850370802 Genesis Administrative Svc LLC 277,403-06 UBI 603,476,798 FEIN 300847166 SunBridge Nursing Home, LLC 277,403-04 UBI 601,302,838 FEIN 911572371			Quarterly pmts based on payroll - total for 4 accounts ~$120k qtrly

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Schedule 7.1

Permitted Indebtedness

- Third Amended and Restated Note, dated February 21, 2018, by SHG Resources, LLC to MAO 22322 LLC (as successor by assignment to Welltower OP LLC), with an aggregate outstanding balance as of June 30, 2025 of $175,237,501, as amended.
- Split Note (Consolidated A-1), dated as of September 30, 2024, by SHG Resources, LLC to WAX Dynasty Partners LLC (as successor by assignment to Welltower OP LLC), with an aggregate outstanding balance as of June 30, 2025 of $26,510,650, as amended.
- Split Note (Consolidated A-2), dated as of September 30, 2024, by SHG Resources, LLC to MAO 22322 LLC (as successor by assignment to Welltower OP LLC), with an aggregate outstanding balance as of June 30, 2025 of $144,255,450, as amended.
- Note, dated November 1, 2016, by Genesis Healthcare, Inc. to MAO 22322 LLC (as successor by assignment to HCRI Tucson Properties, Inc.), with an aggregate outstanding balance as of June 30, 2025 of $4,527,172, as amended.
- Promissory Note, dated October 1, 2019, by Genesis HealthCare, LLC to Medline Industries, Inc., with an aggregate outstanding balance as of June 30, 2025 of $14,855,097, as amended.

Schedule 7.2
Permitted Liens

- Liens in favor of the Internal Revenue Service with respect to deferred social security taxes due and payable by certain of the Loan Parties.
- Liens evidenced by UCC financing statements as follows:

1 Glen Hill Road Operations LLC

Debtor	Secured Party	Description of Collateral
1 Glen Hill Road Operations LLC	Tax Collector, City of Danbury	All furniture, fixtures, office supplies and equipment assessed on the Grand List of 10/1/2023, plus all accrued interest and fees.

1 Sutphin Drive Operations LLC

Debtor	Secured Party	Description of Collateral
1 Sutphin Drive Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Property and Property Interests located at 1 Sutphin Drive, Marmet, WV 25135
1 Sutphin Drive Operations LLC Marmet Center	Integrated Vehicle Leasing, Inc.	2023 Ford Transit T-350 Wheelchair Van with VIN: 1FDAX2C83PKA46087.

106 Tyree Street Operations LLC

Debtor	Secured Party	Description of Collateral
106 Tyree Street Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Property and Property Interests located at 106 Tyree Street, Ansted, WV 25812 (Ansted Center)

11 Dairy Lane Operations LLC

Debtor	Secured Party	Description of Collateral
11 Dairy Lane Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development	Property and Property Interests located at 11 Dairy Lane, Fredericksburg, VA 22404.

1100 Norman Eskridge Highway Operations LLC

Debtor	Secured Party	Description of Collateral
1100 Norman Eskridge Highway Operations LLC	KeyBank National Association AND U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Property and Property Interests located at 1100 Norman Eskridge Highway, Seaford, DE 19973

12-15 Saddle River Road Operations LLC

Debtor	Secured Party	Description of Collateral
12-15 Saddle River Road Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Property and Property Interests located at 12-15 Saddle River Rd, Fair Lawn, NJ 07410

1361 Route 72 West Operations LLC

Debtor	Secured Party	Description of Collateral
1361 Route 72 West Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Property and Property Interests located at 1361 Route 72 West, Manahawkin, NJ 08050

161 Bakers Ridge Road Operations LLC

Debtor	Secured Party	Description of Collateral
161 Bakers Ridge Road Operations LLC	Advantage Leasing Corporation North Shore Bank, F.S.B	Headend digital reception system. (1-2) Commercial dishes. 32 Digital Receivers, 32 analog mini modulators, multi-switches, combiner, distribution amplifier, power supply and rack. (1) Color television monitor. All necessary cabling from the dish antenna.

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175 Blueberry Lane Operations LLC

Debtor	Secured Party	Description of Collateral
175 Blueberry Lane Operations LLC	KeyBank National Association AND U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Property and Property Interests located at 175 Blueberry Lane, Laconia, NH 03246 (Laconia Center)

20 Maitland Street Operations LLC

Debtor	Secured Party	Description of Collateral
20 Maitland Street Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Property and Property Interests located at 20 Maitland Street, Concord, NH 03301:

200 South Richie Avenue Operations LLC

Debtor	Secured Party	Description of Collateral
200 South Richie Avenue Operations LLC	Signature Financial, LLC Integrated Vehicle Leasing, Inc.	2023 Ford Transit T-350 Wheelchair Van, Vin: 1FDAX2C85PKA19568

225 Evergreen Road Operations LLC

Debtor	Secured Party	Description of Collateral
225 Evergreen Road Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Property and Property Interests located at 225 Evergreen Road, Pottstown, PA 19464

24 Old Etna Road Operations LLC

Debtor	Secured Party	Description of Collateral
24 Old Etna Road Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Property and Property Interests located at 25 Old Etna Road, Lebanon, NH 03766 (Lebanon Center)

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25 East Lindsley Road Operations LLC

Debtor	Secured Party	Description of Collateral
25 East Lindsley Road Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Property and Property Interests located at 25 East Lindsley Road, Cedar Grove, NJ 07009

25 Ridgewood Road Operations LLC

Debtor	Secured Party	Description of Collateral
25 Ridgewood Road Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Property and Property Interests located at 25 Ridgewood Rd, Bedford, NH 03110 (Ridgewood Center)
25 Ridgewood Road Operations LLC	Financial Servicing, LLC and/or its Assigns	Equipment: Lighting & Controls Project, including all parts, accessories, accessions, and attachments thereto, and all replacements, substitutions, and exchanges (including trade-ins).
25 Ridgewood Road Operations LLC	C T Corporation System, as Representative	The equipment, inventory, and personal property related thereto financed under, covered by or described in the lease, rental, equipment finance agreement or installment payment agreement designated as Agreement No. 2799342, together with all replacements for, additions to, substitutions for and accessions to, and all proceeds of any of the foregoing, including, without limitation, proceeds of insurance.

2720 Charles Town Road Operations LLC

Debtor	Secured Party	Description of Collateral
2720 Charles Town Road Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Property and Property Interests located at 2720 Charles Town Road, Martinsburg, WV 25401 (Carehaven Center)

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292 Applegarth Road Operations LLC

Debtor	Secured Party	Description of Collateral
292 Applegarth Road Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Property and Property Interests located at 292 Applegarth Road, Monroe Township, NJ 08831

3 Industrial Way East Operations LLC

Debtor	Secured Party	Description of Collateral
3 Industrial Way East Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Property and Property Interests located at 3 Industrial Way East, Eatontown, NJ 07724

302 Cedar Ridge Road Operations LLC

Debtor	Secured Party	Description of Collateral
302 Cedar Ridge Road Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Property and Property Interests located at 302 Cedar Ridge Road, Sissonville, WV 25302 (Cedar Ridge Center)
302 Cedar Ridge Road Operations LLC	Signature Financial LLC Integrated Vehicle Leasing, Inc.	2023 Ford Transit T-350 Wheelchair Van, VIN: 1FBAX2C83PKA30819

330 Franklin Turnpike Operations LLC

Debtor	Secured Party	Description of Collateral
330 Franklin Turnpike Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Property and Property Interests located at 330 Franklin Turnpike, Ridgewood, NJ 07450

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333 Green End Avenue Operations LLC

Debtor	Secured Party	Description of Collateral
333 Green End Avenue Operations LLC	C T Corporation System, as Representative	Equipment, inventory, and personal property financed under, covered by, or described in the lease, rental, equipment finance agreement or installment payment agreement designated as Agreement No. 2800906, with replacements, additions, substitutions, and accessions, and all proceeds of the foregoing including insurance.
333 Green End Avenue Operations LLC	C T Corporation System, as Representative	Equipment, inventory, and personal property financed under, covered by, or described in the lease, rental, equipment finance agreement or installment payment agreement designated as Agreement No. 2749229, with replacements, additions, substitutions, and accessions, and all proceeds of the foregoing including insurance.
333 Green End Avenue Operations LLC	Integrated Vehicle Leasing, Inc. Metropolitan Commercial Bank	2017 Ford E-450 Starcraft 1282 Bus VIN: 1FDFE4FSBHDC66099.
333 Green End Avenue Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Property and Property Interests located at 333 Green End Avenue, Middletown, RI 02842

3590 Washington Pike Operations LLC

Debtor	Secured Party	Description of Collateral
3590 Washington Pike Operations LLC	Leaf Capital Funding, LLC	Entertain 360 Platform, which includes all parts, accessories, accessions and attachments thereto, and all replacements, substitutions, and exchanges (including trade-ins).

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40 Crosby Street Operations LLC

Debtor	Secured Party	Description of Collateral
40 Crosby Street Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Property and Property Interests located at 40 Crosby Street, Merrimack NH 03055
40 Crosby Street Operations LLC	Financial Servicing, LLC and/or Its Assigns	Equipment: Lighting & Controls Project, including all parts, accessories, accessions, and attachments thereto, and all replacements, substitutions, and exchanges (including trade-ins).

40 Whitehall Road Operations LLC

Debtor	Secured Party	Description of Collateral
40 Whitehall Road Operations LLC	Berkadia Commercial Mortgage LLC Secretary of Housing and Urban Development – Office of Residential Care Facilities	Rochester Manor, FHA Project No. 024-22102. Property and Property Interests located at 40 Whitehall Road, Rochester NH 03867
40 Whitehall Road Operations LLC	C T Corporation System, as representative	Equipment, inventory, and personal property financed under, covered by, or described in the lease, rental, equipment finance agreement or installment payment agreement designated as Agreement No. 2703623, with replacements, additions, substitutions, and accessions, and all proceeds of the foregoing including insurance.

50 Mulberry Tree Street Operations LLC

Debtor	Secured Party	Description of Collateral
50 Mulberry Tree Street Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Property and Property Interests located at 50 Mulberry Tree Street, Charles Town, WV 25414
50 Mulberry Tree Street Operations LLC	Signature Financial, LLC Integrated Vehicle Leasing, Inc.	2023 Ford E-450 Wheelchair Bus 12+2 VIN: 1FDFE4FN3PDD13967

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50 Pheasant Road Operations LLC

Debtor	Secured Party	Description of Collateral
50 Pheasant Road Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Property and Property Interests located at 50 Pheasant Road, Peterborough, NH 03458

54 Sharp Street Operations LLC

Debtor	Secured Party	Description of Collateral
54 Sharp Street Operations LLC	Waukesha State Bank Advantage Leasing	Headed digital reception system. (1) Commercial dish. 2-Ch HD receiver blades, 3-Ch SD receiver blades, SWiM multiswitches, QAM modulator, distribution amplifier, power supply and rack. All necessary cabling from the dish antenna.

590 North Poplar Fork Road Operations LLC

Debtor	Secured Party	Description of Collateral
590 North Poplar Fork Road Operations LLC Teays Valley Center	Integrated Vehicle Leasing, Inc. 1st Source Bank	2020 Ford Transit 350 Wheelchair Van VIN: 1FBAX2X84LKB21795

600 Paoli Pointe Drive Operations LLC

Debtor	Secured Party	Description of Collateral
600 Paoli Pointe Drive Operations LLC	Advantage Leasing North Shore Bank	Collateral Description Not Provided – FN: 2020101601704 (PA)

660 Commonwealth Avenue Operations LLC

Debtor	Secured Party	Description of Collateral
660 Commonwealth Avenue Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Property and Property Interests located at 660 Commonwealth Avenue, Warwick, RI 02886:

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677 Court Street Operations LLC

Debtor	Secured Party	Description of Collateral
677 Court Street Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Property and Property Interests located at 677 Court Street, Keene, NH 03431
677 Court Street Operations LLC	Financial Servicing, LLC and/or Its Assigns	Equipment: Lighting & Controls Project, including all parts, accessories, accessions, and attachments thereto, and all replacements, substitutions, and exchanges (including trade-ins).

7 Baldwin Street Operations LLC

Debtor	Secured Party	Description of Collateral
7 Baldwin Street Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Property and Property Interests located at 7 Baldwin Street, Franklin, NH 03235 (Mountain Ridge Center)
7 Baldwin Street Operations LLC	Advantage Leasing Corporation North Shore Bank, F.S.B	Headend digital reception system. (1) Commercial dish. 48 digital Receivers, 48 analog mini modulators, multi-switches, combiner, distribution amplifier, power supply and rack. (1) Color television monitor. All necessary cabling from the dish antenna.

700 Marvel Road Operations LLC

Debtor	Secured Party	Description of Collateral
700 Marvel Road Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Property and Property Interests located at 700 Marvel Road, Milford, DE 19963 (Milford Center)

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700 Town Bank Road Operations LLC

Debtor	Secured Party	Description of Collateral
700 Town Bank Road Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Property and Property Interests located at 700 Town Bank Road, Cape May, NJ 08204

723 Summers Street Operations LLC

Debtor	Secured Party	Description of Collateral
723 Summers Street Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Property and Property Interests located at 723 Summers Street, Parkersburg, WV 26101 (Willows Center)

75 Hickle Street Operations LLC

Debtor	Secured Party	Description of Collateral
75 Hickle Street Operations LLC Laurel Ridge Center	MDU Enterprises, LLC	Financing Statement: 2018092100582 (PA)
75 Hickle Street Operations LLC	PA Department of Revenue – Bureau of Compliance	Unpaid balance of $2,065.95.

8 Snow Road Operations LLC

Debtor	Secured Party	Description of Collateral
8 Snow Road Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Property and Property Interests located at 8 Snow Road, Winchester, NH 03470

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80 Maddex Drive Operations LLC

Debtor	Secured Party	Description of Collateral
80 Maddex Drive Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Property and Property Interests located at 80 Maddex Drive, Shepherdstown, WV 25443 (Canterbury Center)
80 Maddex Drive Operations LLC	Signature Financial, LLC Integrated Vehicle Leasing, Inc.	2022 Ford Transit 350 Wheelchair Van VIN: 1FDAX2C85NKA25593

8100 Washington Lane Operations LLC

Debtor	Secured Party	Description of Collateral
8100 Washington Lane Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Property and Property Interests located at 8100 Washington Lane, Wyncote, PA 19095

867 York Road Operations LLC

Debtor	Secured Party	Description of Collateral
867 York Road Operations LLC	KeyBank National Association AND U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Property and Property Interests located at 867 York Road, Gettysburg, PA 17325

Albuquerque Heights Healthcare and Rehabilitation Center, LLC

Debtor	Secured Party	Description of Collateral
Albuquerque Heights Healthcare and Rehabilitation Center, LLC	Berkadia Commercial Mortgage LLC AND Secretary of Housing and Urban Development – Office of Residential Care Facilities	Property and Property Interests located at 103 Hospital Loop NE, Albuquerque, NM 87109

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Belfast Operations, LLC

Debtor	Secured Party	Description of Collateral
Belfast Operations, LLC	Cambridge Realty Capital Ltd. Of Illinois Secretary of Housing and Urban Development	Property and Property Interests located at 2 Footbridge Road, Belfast, ME 04915

Camden Operations, LLC

Debtor	Secured Party	Description of Collateral
Camden Operations, LLC	Cambridge Realty Capital Ltd. Of Illinois Secretary of Housing and Urban Development	Property and Property Interests located at 105 Mechanic Street, Camden, ME 04843

Clovis Healthcare and Rehabilitation Center, LLC

Debtor	Secured Party	Description of Collateral
Clovis Healthcare and Rehabilitation Center, LLC	Advantage Leasing	Headend digital reception system. (1-2) Commercial Dishes. 2-Ch HD receiver blades, 3-Ch SD receiver blades, SWiM multiswitches, QAM modulator, distribution amplifier, power supply and rack. All necessary cabling from the dish antenna.

Falmouth Operations, LLC

Debtor	Secured Party	Description of Collateral
Falmouth Operations, LLC	Cambridge Realty Capital Ltd. Of Illinois Secretary of Housing and Urban Development	Property and Property Interests located at 22 Northbrook Drive, Falmouth, ME 04105

Farmington Operations, LLC

Debtor	Secured Party	Description of Collateral
Farmington Operations, LLC	Cambridge Realty Capital Ltd. Of Illinois Secretary of Housing and Urban Development	Property and Property Interests located at 119 Livermore Falls Road, Farmington, ME 04938

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Genesis Healthcare LLC

Debtor	Secured Party	Description of Collateral
Genesis Healthcare LLC	Capital One, N.A.	(I) All of Debtor's right, title, and interest in and to (a) Account No. XXXXXX7006 (Commercial Card Deposit Account), into which Debtor shall deposit the Pledged Funds (as such term is defined in that certain Deposit Account Pledge Agreement, dated as of April 14, 2021, by Debtor to and for the benefit of Secured Party) together with any other account established in connection with the Commercial Card Deposit Account, any and all subaccounts thereof, segregated accounts thereunder, and any successor, renewal, replacement, or substitute accounts; (b) all cash and items that have been or will be deposited into the Commercial Card Deposit Account, together with all interest, proceeds, additions and substitutions, income, increases, distributions, profits from; and (c) all contract rights, claims and privileges; (II) interest-bearing deposit account No. XXXXXX6748 (LC Cash Collateral Account) and all cash, securities, and other property credited to the same; and (III) any property to be purchased or shipped under or by virtue of any letters of credit issued by Secured Party by order of Debtor pursuant to any and all applications submitted by Secured Parted by order of Debtor for issuance of letters of credit as such applications may be amended or modified, documents relating thereto, and/or property which is or becomes collateral security under the terms of the Continuing Agreement for Irrevocable Standby Letters of Credit dated March 6, 2018.

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Genesis HealthCare of Maine, LLC

Debtor	Secured Party	Description of Collateral
Genesis HealthCare of Maine, LLC	Cambridge Realty Capital Ltd. Of Illinois Secretary of Housing and Urban Development	Property and Property Interests located at 117 Bennoch Road, Orono, ME 04473
Genesis HealthCare of Maine, LLC	Cambridge Realty Capital Ltd. Of Illinois Secretary of Housing and Urban Development	Property and Property Interests located at 67 Pine Point Road, Scarborough, ME 04074
Genesis HealthCare of Maine, LLC	Cambridge Realty Capital Ltd. Of Illinois Secretary of Housing and Urban Development	Property and Property Interests located at 300 Spring Street, Westbrook, ME 04092
Genesis HealthCare of Maine, LLC	Cambridge Realty Capital Ltd. Of Illinois Secretary of Housing and Urban Development	Property and Property Interests located at 119 Livermore Falls Road, Farmington, ME 04938
Genesis HealthCare of Maine, LLC	Cambridge Realty Capital Ltd. Of Illinois Secretary of Housing and Urban Development	Property and Property Interests located at 105 Mechanic Street, Camden, ME 04843
Genesis HealthCare of Maine, LLC	Cambridge Realty Capital Ltd. Of Illinois Secretary of Housing and Urban Development	Property and Property Interests located at 22 Northbrook Drive, Falmouth, ME 04105
Genesis HealthCare of Maine, LLC	Cambridge Realty Capital Ltd. Of Illinois Secretary of Housing and Urban Development	Property and Property Interests located at 23 Cedar Drive, Skowhegan, ME 04976
Genesis HealthCare of Maine, LLC	Cambridge Realty Capital Ltd. Of Illinois Secretary of Housing and Urban Development	Property and Property Interests located at 2 Footbridge Road, Belfast, ME 04915
Genesis HealthCare of Maine, LLC	Cambridge Realty Capital Ltd. Of Illinois Secretary of Housing and Urban Development, ORCF	Property and Property Interests located at 27 Cool Street, Waterville, ME 04901

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Genesis NHG Operations LLC

Debtor	Secured Party	Description of Collateral
Genesis NHG Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Collateral Description Not Provided – FN: 20194034075 (DE)
Genesis NHG Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Property and Property Interests located at 8 Hampton Rd, Exeter, NH 03833
Genesis NHG Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Collateral Description Not Provided – FN: 20194036757 (DE)
Genesis NHG Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Collateral Description Not Provided – FN: 20194038530 (DE)

Genesis NHG-GEN Operations LLC

Debtor	Secured Party	Description of Collateral
Genesis NHG-GEN Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Collateral Description Not Provided – FN: 20199054763 (DE)
Genesis NHG-GEN Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Collateral Description Not Provided – FN: 20199055216 (DE)
Genesis NHG-GEN Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Collateral Description Not Provided – FN: 20199056115 (DE)
Genesis NHG-GEN Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Collateral Description Not Provided – FN: 20203236561 (DE)
Genesis NHG-GEN Operations LLC	KeyBank National Association	Collateral Description Not Provided – FN:

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	U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	20203236942 (DE)

Genesis Orion Operations LLC

Debtor	Secured Party	Description of Collateral
Genesis Orion Operations LLC	Newpoint Real Estate Capital LLC	Property and Property Interests located at 39 Clipper Drive, Wolfeboro, NH 03894
Genesis Orion Operations LLC	Housing and Healthcare Finance, LLC Secretary of Housing and Urban Development of Washington, D.C., Their Successors and Assigns as Their Interests May Appear	Property and Property Interests located at 319 East Dunstable Road, Nashua, NH 03062
Genesis Orion Operations LLC	Housing and Healthcare Finance, LLC Secretary of Housing and Urban Development of Washington, D.C., Their Successors and Assigns as Their Interests May Appear	Property and Property Interests located at 1225 White Mountain Highway, Route 16, Conway, NH 03864

Genesis Tang Operations LLC

Debtor	Secured Party	Description of Collateral
Genesis Tang Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Collateral Description Not Provided – FN: 20176994872 (DE)
Genesis Tang Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Collateral Description Not Provided – FN: 20176995218 (DE)
Genesis Tang Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Collateral Description Not Provided – FN: 20176995556 (DE)
Genesis Tang Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Collateral Description Not Provided – FN: 20176995788 (DE)
Genesis Tang Operations LLC	KeyBank National Association U.S. Department of Housing and Urban	Collateral Description Not Provided – FN: 20176996141 (DE)

	Development, Office of Residential Care Facilities	
Genesis Tang Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Collateral Description Not Provided – FN: 20176996281 (DE)
Genesis Tang Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Collateral Description Not Provided – FN: 20177951520 (DE)
Genesis Tang Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Collateral Description Not Provided – FN: 20177952171 (DE)
Genesis Tang Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Collateral Description Not Provided – FN: 20178007298 (DE)
Genesis Tang Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Collateral Description Not Provided – FN: 20178007744 (DE)
Genesis Tang Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Collateral Description Not Provided – FN: 20181184932 (DE)
Genesis Tang Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Collateral Description Not Provided – FN: 20181186549 (DE)
Genesis Tang Operations LLC	KeyBank National Association	Collateral Description Not Provided – FN: 20181187885 (DE)
Genesis Tang Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Collateral Description Not Provided – FN: 20183572100 (DE)
Genesis Tang Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Collateral Description Not Provided – FN: 20183572308 (DE)
Genesis Tang Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Collateral Description Not Provided – FN: 20183572480 (DE)

Genesis Tang Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Collateral Description Not Provided – FN: 20184854135 (DE)
Genesis Tang Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Collateral Description Not Provided – FN: 20184854325 (DE)
Genesis Tang Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Collateral Description Not Provided – FN: 20194890302 (DE)
Genesis Tang Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Collateral Description Not Provided – FN: 20194892860 (DE)
Genesis Tang Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Collateral Description Not Provided – FN: 20194893629 (DE)
Genesis Tang Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Collateral Description Not Provided – FN: 20195878959 (DE)
Genesis Tang Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Collateral Description Not Provided – FN: 20197472967 (DE)
Genesis Tang Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Collateral Description Not Provided – FN: 20197475929 (DE)
Genesis Tang Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Collateral Description Not Provided – FN: 20197476224 (DE)

Harborside New Hampshire Limited Partnership

Debtor	Secured Party	Description of Collateral
Harborside New Hampshire Limited Partnership	Financial Servicing, LLC and/or its Assigns	Lighting and controls, including parts, accessories, accessions, and attachments thereto, and all replacements, substitutions and exchanges (including trade-ins).
Harborside New Hampshire Limited Partnership	Bankwell Bank, as Agent	(i) All accounts arising from the provision of services or sale of goods by Bedford SNF Opco LLC, on and after September 1, 2024, including, without limitation, any Facility Accounts that constitute accounts receivable, any Facility Accounts that constitute "health-care-insurance receivables", and any Facility Accounts that are generated in Debtor's name or under Debtor's Medicare provider number or provider agreement; (ii) all of the books and records and recorded data or computer software necessary for billing and collection of Facility Accounts; and (iii) all proceeds of the foregoing.
Harborside New Hampshire Limited Partnership	Bankwell Bank, as Agent	(i) All accounts arising from the provision of services or sale of goods by Milford SNF Opco LLC, on and after September 1, 2024, including, without limitation, any Facility Accounts that constitute accounts receivable, any Facility Accounts that constitute "health-care-insurance receivables", and any Facility Accounts that are generated in Debtor's name or under Debtor's Medicare provider number or provider agreement; (ii) all of the books and records and recorded data or computer software necessary for billing and collection of Facility Accounts; and (iii) all proceeds of the foregoing.

Leasehold Resource Group, LLC

Debtor	Secured Party	Description of Collateral
Leasehold Resource Group, LLC	Berkadia Commercial Mortgage LLC Secretary of Housing and Urban Development – Office of Residential Care Facilities	Collateral Description Not Provided – FN: 20133703395 (DE)
Leasehold Resource Group, LLC	Berkadia Commercial Mortgage LLC Secretary of Housing and Urban Development – Office of Residential Care Facilities	Collateral Description Not Provided – FN: 20161829603 (DE)

Lewiston Operations, LLC

Debtor	Secured Party	Description of Collateral
Lewiston Operations, LLC	Cambridge Realty Capital Ltd. Of Illinois Secretary of Housing and Urban Development, ORCF	Property and Property Interests located at 33 Roger Street, Lewiston, ME 04240
Lewiston Operations, LLC	XEROX Financial Services	1 New Konica KMBS7511 COPIERMFP 286238 together with attachments, accessories, replacements, replacement parts, substitutions, additions, proceeds, and repairs.

Nine Haywood Avenue Operations LLC

Debtor	Secured Party	Description of Collateral
Nine Haywood Avenue Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Property and Property Interests located at 9 Haywood Avenue, P.O. Box 6623, Rutland, VT 05702 (Mountain View Center)

Orono Operations, LLC

Debtor	Secured Party	Description of Collateral
Orono Operations, LLC	Cambridge Realty Capital Ltd. Of Illinois	Property and Property Interests located at 117

	Secretary of Housing and Urban Development	Bennoch Road, Orono, ME 04473

Peak Medical Roswell, LLC

Debtor	Secured Party	Description of Collateral
Peak Medical Roswell, LLC	C T Corporation System, as Representative	The equipment, inventory, and personal property related thereto financed under, covered by or described in the lease, rental, equipment finance agreement or installment payment agreement designated as Agreement No. 2634138, together with all replacements for, additions to, substitutions for and accessions to, and all proceeds of any of the foregoing, including, without limitation, proceeds of insurance.

Peak Medical, LLC

Debtor	Secured Party	Description of Collateral
Peak Medical, LLC	Commonwealth of Pennsylvania, Department of State	All property and proceeds due to failure of Debtor to file a Certificate of Annual Registration in 2022 by the due date.
Peak Medical, LLC	Commonwealth of Pennsylvania, Department of State	All property and proceeds due to failure of Debtor to file a Certificate of Annual Registration in 2022, within 30 days after the date on which it was due.
Peak Medical, LLC	Commonwealth of Pennsylvania, Department of State	All property and proceeds due to failure of Debtor to file a Certificate of Annual Registration in 2023 by the due date.
Peak Medical, LLC	Commonwealth of Pennsylvania, Department of State	All property and proceeds due to failure of Debtor to file a Certificate of Annual Registration in 2023, within 30 days after the date on which it was due.
Peak Medical, LLC	Commonwealth of Pennsylvania, Department of State	All property and proceeds due to failure of Debtor to file a Certificate of Annual Registration in 2024 by the due date.

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Peak Medical, LLC	Commonwealth of Pennsylvania, Department of State	All property and proceeds due to failure of Debtor to file a Certificate of Annual Registration in 2024, within 30 days after the date on which it was due.

Scarborough Operations, LLC

Debtor	Secured Party	Description of Collateral
Scarborough Operations, LLC	Cambridge Realty Capital Ltd. Of Illinois Secretary of Housing and Urban Development	Property and Property Interests located at 67 Pine Point Road, Scarborough, ME 04074

Skowhegan SNF Operations, LLC

Debtor	Secured Party	Description of Collateral
Skowhegan SNF Operations, LLC	Cambridge Realty Capital Ltd. Of Illinois Secretary of Housing and Urban Development	Property and Property Interests located at 23 Cedar Drive, Skowhegan, ME 04976

St. Anthony Healthcare and Rehabilitation Center, LLC

Debtor	Secured Party	Description of Collateral
St. Anthony Healthcare and Rehabilitation Center, LLC	US Bank National Association Advantage Leasing	Collateral Description Not Provided – FN: 20215316121 (DE)

St. Theresa Healthcare and Rehabilitation Center, LLC

Debtor	Secured Party	Description of Collateral
St. Theresa Healthcare and Rehabilitation Center, LLC	Pyramax Bank FSB	Collateral Description Not Provided – FN: 20206028072 (DE)

Stillwell Road Operations LLC

Debtor	Secured Party	Description of Collateral
Stillwell Road Operations LLC Pocahontas Center	Metropolitan Commercial Bank Integrated Vehicle Leasing, Inc.	2023 Ford Transit T-350 Wheelchair Van VIN: 1FDAX2C81PKA45617

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Sun Healthcare Group, Inc.

Debtor	Secured Party	Description of Collateral
Sun Healthcare Group, Inc.	Dell Financial Services, L.P.	Collateral Description Not Provided – FN: 20053236230 (DE)
Sun Healthcare Group, Inc.	Gelco Corporation DBA GE Fleet Services	Collateral Description Not Provided – FN: 20082508099 (DE)
Sun Healthcare Group, Inc.	Gelco Corporation DBA GE Fleet Services	Collateral Description Not Provided – FN: 20140474361 (DE)
Sun Healthcare Group, Inc.	Gelco Corporation DBA GE Fleet Services	Collateral Description Not Provided – FN: 20142391266 (DE)
Sun Healthcare Group, Inc.	Gelco Corporation DBA GE Fleet Services	Collateral Description Not Provided – FN: 20153206231 (DE)

SunBridge Beckley Health Care LLC

Debtor	Secured Party	Description of Collateral
SunBridge Beckley Health Care LLC Pine Lodge	Metropolitan Commercial Bank	2020 Ford Transit Wheelchair Van, VIN: 1FDZK1C86LKA79106

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SunBridge Clipper Home of North Conway, LLC

Debtor	Secured Party	Description of Collateral
SunBrige Clipper Home of North Conway, LLC	Newpoint Real Estate Capital LLC	Property and Property Interests located at 1251 White Mountain Highway, North Conway, NH 03860
SunBrige Clipper Home of North Conway, LLC	North Conway SNF Opco LLC Bankwell Bank, as Agent	(i) All accounts arising from the provision of services or sale of goods by North Conway SNF Opco LLC, on and after September 1, 2024, including, without limitation, any Facility Accounts that constitute accounts receivable, any Facility Accounts that constitute "health-care-insurance receivables", and any Facility Accounts that are generated in Debtor's name or under Debtor's Medicare provider number or provider agreement; (ii) all of the books and records and recorded data or computer software necessary for billing and collection of Facility Accounts; and (iii) all proceeds of the foregoing.

SunBridge Clipper Home of Wolfeboro, LLC

Debtor	Secured Party	Description of Collateral
SunBridge Clipper Home of Wolfeboro, LLC	Newpoint Real Estate Capital LLC	Property and Property Interests located at 39 Clipper Drive, Wolfeboro, NH 03820
SunBrige Clipper Home of Wolfeboro, LLC	Wolfeboro SNF Opco LLC Bankwell Bank, as Agent	(i) All accounts arising from the provision of services or sale of goods by Wolfeboro SNF Opco LLC, on and after September 1, 2024, including, without limitation, any Facility Accounts that constitute accounts receivable, any Facility Accounts that constitute "health-care-insurance receivables", and any Facility Accounts that are generated in Debtor's name or under Debtor's

		Medicare provider number or provider agreement; (ii) all of the books and records and recorded data or computer software necessary for billing and collection of Facility Accounts; and (iii) all proceeds of the foregoing.

SunBridge Dunbar Health Care, LLC

Debtor	Secured Party	Description of Collateral
SunBridge Dunbar Health Care LLC	C T Corporation System, as Representative	The equipment, inventory, and personal property related thereto financed under, covered by or described in the lease, rental, equipment finance agreement or installment payment agreement designated as Agreement No. 2754653, together with all replacements for, additions to, substitutions for and accessions to, and all proceeds of any of the foregoing, including, without limitation, proceeds of insurance.

SunBridge Gardendale Health Care Center, LLC

Debtor	Secured Party	Description of Collateral
SunBridge Gardendale Health Care Center, LLC	C T Corporation System, as Representative	The equipment, inventory, and personal property related thereto financed under, covered by or described in the lease, rental, equipment finance agreement or installment payment agreement designated as Agreement No. 2692963, together with all replacements for, additions to, substitutions for and accessions to, and all proceeds of any of the foregoing, including, without limitation, proceeds of insurance.

SunBridge Goodwin Nursing Home, LLC

Debtor	Secured Party	Description of Collateral
Sunbridge Goodwin Nursing Home LLC	KeyBank National Association	Property and Property Interests located at 8

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	U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Hampton Road, Exeter, NH 03833

SunBridge Healthcare, LLC

Debtor	Secured Party	Description of Collateral
SunBridge Healthcare, LLC	Advantage Leasing PyraMax Bank FSB	Headend digital reception system. (1-2) Commercial dishes 2-Ch HD receiver blades, 3-Ch SD receiver blades, SWiM multiswitches, QAM modulator, distribution amplifier, power supply and rack, all necessary cabling from dish antenna.
SunBridge Healthcare, LLC	eCapital Healthcare corp.	(i) All present and future Accounts arising from the provision of services or sale of goods by New Operator on and after October 16, 2023 (Facility Accounts); (ii) all of the books and records and recorded data or computer software to the extent necessary for the billing and collection of Facility Accounts, whether now existing or hereafter acquired, and (iii) all proceeds of all of the foregoing.
SunBridge Healthcare, LLC	Bankwell Bank, as Agent	(i) All accounts arising from the provision of services or sale of goods by Keene SNF Opco LLC, on and after September 1, 2024, including, without limitation, any Facility Accounts that constitute accounts receivable, any Facility Accounts that constitute "health-care-insurance receivables", and any Facility Accounts that are generated in Debtor's name or under Debtor's Medicare provider number or provider agreement; (ii) all of the books and records and recorded data or computer software necessary for billing and collection of Facility Accounts; and (iii) all proceeds of the foregoing.
SunBridge Healthcare, LLC	Bankwell Bank, as Agent	(i) All accounts arising from the provision of services or sale of goods by Dover SNF Opco

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		LLC, on and after September 1, 2024, including, without limitation, any Facility Accounts that constitute accounts receivable, any Facility Accounts that constitute "health-care-insurance receivables", and any Facility Accounts that are generated in Debtor's name or under Debtor's Medicare provider number or provider agreement; (ii) all of the books and records and recorded data or computer software necessary for billing and collection of Facility Accounts; and (iii) all proceeds of the foregoing.
SunBridge Healthcare, LLC	Bankwell Bank, as Agent	(i) All accounts arising from the provision of services or sale of goods by Exeter SNF Opco LLC, on and after September 1, 2024, including, without limitation, any Facility Accounts that constitute accounts receivable, any Facility Accounts that constitute "health-care-insurance receivables", and any Facility Accounts that are generated in Debtor's name or under Debtor's Medicare provider number or provider agreement; (ii) all of the books and records and recorded data or computer software necessary for billing and collection of Facility Accounts; and (iii) all proceeds of the foregoing.

SunBridge Putnam Health Care LLC

Debtor	Secured Party	Description of Collateral
SunBridge Putnam Health Care LLC	C T Corporation System, as Representative	The equipment, inventory, and personal property related thereto financed under, covered by or described in the lease, rental, equipment finance agreement or installment payment agreement designated as Agreement No. 2749221, together with all replacements for, additions to, substitutions for and accessions to, and all proceeds of any of the foregoing, including, without limitation, proceeds of insurance.

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SunBridge Regency-North Carolina, LLC

Debtor	Secured Party	Description of Collateral
SunBridge Regency-North Carolina, LLC	Advantage Leasing North Shore Bank, F.S.B	Headend digital reception system, (1-2) Commercial dishes, 2-Ch HD receiver blades, 3-Ch SD receiver blades, 48 Channels HD, scrolling channel guide, in house community channel, SWiM multiswitches, QAM modulator, distribution amplifier, power supply, and rack, all necessary cabling from the dish antenna.
SunBridge Regency-North Carolina, LLC	Advantage Leasing Waukesha State Bank	Headend digital reception system, (1-2) Commercial dishes, 40 HD Channel HD DTV, System scrolling channel guides, SWiM multiswitches, QAM modulator, distribution amplifier, power supply, and rack, in house community channel, all necessary cabling from the dish antenna.
SunBridge Regency-North Carolina, LLC	Advantage Leasing Waukesha State Bank	Headend digital reception system, (1-2) Commercial dishes, 2-Ch HD receiver blades, 48 Channel HD System, SWiM multiswitches, QAM modulator, distribution amplifier, power supply, and rack, in house community channel, scrolling channel guide, additional cabling per site survey.

SunBridge Salem Health Care LLC

Debtor	Secured Party	Description of Collateral
SunBridge Salem Health Care LLC	Integrated Vehicle Leasing, Inc.	2022 Ford E-350 22; Starcraft Bus, VIN: 1FDEE3FN1NDC25874

Thirty Five Bel-Aire Drive SNF Operations LLC

Debtor	Secured Party	Description of Collateral
Thirty Five Bel-Aire Drive SNF Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Property and Property Interests located at 35 Bel-Aire Drive, Newport, VT 05855 (Bel-Aire Center)

Waterville SNF Operations LLC

Debtor	Secured Party	Description of Collateral
Waterville SNF Operations LLC	Cambridge Realty Capital Ltd. Of Illinois Secretary of Housing and Urban Development, ORCF	Property and Property Interests located at 27 Cool Street, Waterville, ME 04901

Westbrook Operations, LLC

Debtor	Secured Party	Description of Collateral
Westbrook Operations, LLC	Cambridge Realty Capital Ltd. Of Illinois Secretary of Housing and Urban Development	Property and Property Interests located at 300 Spring Street, Westbrook, ME 04092

Westwood Medical Park Operations LLC

Debtor	Secured Party	Description of Collateral
Westwood Medical Park Operations LLC	KeyBank National Association U.S. Department of Housing and Urban Development, Office of Residential Care Facilities	Property and Property Interests located at 20 Westwood Medical Park, Bluefield, VA 24605

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Schedule 7.4

Existing Investments

- Promissory Note in the initial amount of $9,000,000 effective January 31, 2020 payable by BQ Realty Holdings LLC to GEN BQ JV Holdings, LLC

- Investments related to options to purchase facilities leased and operated by the Subsidiaries of the Parent in connection with the following agreements:

    - Sandy River Portfolio Purchase Options:
        - Option Agreement dated January 1, 2007 by and between Cedar Ridge Nursing Care Center Associates, LP, as seller, and Skowhegan SNF Operations, LLC, as buyer, as amended through the Closing Date.

        - Option Agreement dated January 1, 2007 by and between Harbor Hill Realty, LLC, as seller, and Belfast Operations, LLC, as buyer, as amended through the Closing Date.

        - Option Agreement dated January 1, 2007 by and between Marshwood Realty, Inc., as seller, and Lewiston SNF Operations, LLC, as buyer, as amended through the Closing Date.

        - Option Agreement dated January 1, 2007 by and between Oak Grove Realty, LLC, as seller, and Waterville SNF Operations, LLC, as buyer, as amended through the Closing Date.

        - Option Agreement dated January 1, 2007 by and between Brown Trout Acquisition, LLC, as seller, and Orono Operations, LLC, as buyer, as amended through the Closing Date.

        - Option Agreement dated January 1, 2007 by and between Pine Point Realty, Inc., as seller, and Scarborough Operations, LLC, as buyer, as amended through the Closing Date.

        - Option Agreement dated January 1, 2007 by and between RiverRidge Associates, as seller, and Kennebunk Operations, LLC, as buyer, as amended through the Closing Date.

        - Option Agreement dated January 1, 2007 by and between Wilson Stream Realty, Inc., as seller, and Farmington Operations, LLC, as buyer, as amended through the Closing Date.

        - Option Agreement dated January 1, 2007 by and between Sedgewood Realty, LLC, as seller, and Falmouth Operations, LLC, as buyer, as amended through the Closing Date.

        - Option Agreement dated January 1, 2007 by and between Springwood Realty, LLC, as seller, and Westbrook Operations, LLC, as buyer, as amended through the Closing Date.

- Option Agreement dated January 1, 2007 by and between Windward Gardens Realty, LLC, as seller, and Camden Operations, LLC, as buyer, as amended through the Closing Date.

- CCGEN Portfolio Purchase Option:
  - Purchase Option Agreement dated July 2, 2020 among 3590 Washington Pike Property LLC, LG-OHI Morgantown LLC, LG-OHI Huntington LLC, LG-OHI Sisterville LLC, LG-OHI Follasbee LLC, LG-OHI Hurricane LLC, LG-OHI Marlinton LLC, LG-OHI Grafton LLC, and LG-OHI Uniontown LP, as sellers, and GEN-CCG WO Master Tenant LLC, as purchaser.

- Seafire Portoflio Purchase Option:
  - Purchase Option Agreement dated September 12, 2009, by and among SF 1020 South Main Street Real Property, LLC, SF 400 Groton Road Real Property, LLC, SF 61 Cooper Street Real Property, LLC, SF 464 Main Street Real Property, LC, SF 65 Cooper Street Real Property, LLC, SF 55 Cooper Street Real Property, LLC, SF 825 Summit Street Real Property, LLC, LG-OHI Seaford LLC, LG-OHI Andover, LLC, LG-OHI Turnpike LLC, LG-OHI Brooklyn Park, LLC, LG-OHI Silver Spring LLC, LG-OHI Waldorf LLC, LG-OHI Manchester LLC, LG-OHI Shillington, LP, LG-OHI Norristown, LP, LG-OHI Oak Hill LLC, LG-OHI Hilltop LLC, and LG-OHI Daniels LLC, as sellers, and Genesis SNI Operations, LLC, as purchaser.

- NextGen Portfolio Purchase Option:
  - Purchase Option Agreement dated January 9, 2019 by and among Brandywine RE, LLC, Crestview RE, LLC, Gettysburg RE, LLC, Hillcrest RE, LLC, Laurel RE, LLC, Sanatoga RE, LLC, Cranbury RE, LLC, Holly RE, LLC, Millville RE, LLC, North Cape RE, LLC, Fox Hill RE, LLC, Kimberly Hall North RE, LLC, Kimberly Hall South RE, LLC, Willow RE, LLC, and Shenandoah RE, LLC, as sellers, and 101 Development Group, LLC, as purchaser.

- Aurora Health Network NH (HUD) Portfolio Purchase Option:

  - Purchase Option Agreement dated June 28, 2022 by and among Exeter NH Propco, LLC, Peterborough NH Propco, LLC, Winchester NH Propco LLC and Milford NH Propco LLC, as sellers and 101 Development Group, LLC, as purchaser.

- Investments in the joint ventures listed on Schedule 7.4(t).

Schedule 7.4(t)
Joint Ventures

Bold Quail Holdings LLC
Bold Quail 4 LLC
Bowie Center Limited Partnership
Capital Region / Genesis Eldercare L.L.C.
CCGEN Holdings, LLC
Courtyard Nursing Care Center Partnership
Franklin Square/Meridian Healthcare Nursing Home, L.P.
Magnolia Gardens Limited Liability Company
NextGen Investors, LLC
Seafire NEMA Investments, LLC