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 No. 117**

ORDER (I) APPROVING BIDDING PROCEDURES AND EXPENSE REIMBURSEMENT, (II) APPROVING THE DEBTORS' ENTRY INTO THE STALKING HORSE APA WITH STALKING HORSE BIDDER AND SUBJECT TO HIGHER OR OTHERWISE BETTER OFFERS AT THE AUCTION IN ACCORDANCE WITH THE BIDDING PROCEDURES, (III) SCHEDULING CERTAIN DATES AND DEADLINES, (IV) APPROVING THE FORM AND MANNER OF NOTICE THEREOF, AND (V) ESTABLISHING NOTICE AND PROCEDURES FOR THE ASSUMPTION AND ASSIGNMENT OF CONTRACTS AND LEASES

Upon the motion (the "Motion") of the Debtors for entry of an order (this "Order") (a) authorizing and approving the proposed bidding procedures attached hereto as **Exhibit 1** (the

"Bidding Procedures")[2] by which the Debtors will solicit and select the highest or otherwise best offer(s) for the sale or sales (the "Transaction(s)") of all, substantially all, or any portion of the Debtors' assets (the "Assets"); (b) authorizing the Debtors to select CPE 88988 LLC as the stalking horse bidder for substantially all of the Debtors' Assets (the "Stalking Horse Bidder" and, the Stalking Horse Bidder's bid, the "Stalking Horse Bid") pursuant to the Stalking Horse Term Sheet and that certain Asset Purchase Agreement by and among Genesis Healthcare, Inc., together with certain of its subsidiaries, as Sellers, and CPE 889899 LLC, as Buyer (as amended, supplemented, or otherwise modified by the parties thereto, the "Stalking Horse APA"); (c) approving the expense reimbursement relating to the Stalking Horse Bidder (the "Expense Reimbursement"); (d) scheduling certain dates and deadlines in connection with the approval of the Bidding Procedures; (e) approving the manner of notice of an auction or auctions, if any, for the Transaction(s) (the "Auction") and the hearing to consider approval of each Transaction(s) (the "Sale Hearing"); and (f) approving procedures for the assumption and assignment of certain executory contracts (the "Executory Contracts") and unexpired leases (the "Unexpired Leases") in connection with the Transaction(s), all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Order of Reference of Bankruptcy Cases and Proceedings Nunc Pro Tunc* dated August 3, 1984, entered by the United States District Court for the Northern District of Texas; and the matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and venue of this

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[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.

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion or the Bidding Procedures, as applicable.

proceeding and the Motion in this District being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court being able to issue a final order consistent with Article III of the United States Constitution; and due and sufficient notice of the Motion having been given under the particular circumstances; and the Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and it appearing that no other or further notice is necessary; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and after due deliberation thereon; and good and sufficient cause appearing therefor; it is hereby

ORDERED, ADJUDGED, AND DECREED that:

1. The Motion is granted as set forth herein.

2. The Debtors have articulated good and sufficient reasons for authorizing and approving the Bidding Procedures, which are fair, reasonable, and appropriate under the circumstances and designed to maximize the recovery on, and realizable value of the Debtors' enterprise, including with respect to the payment of the Expense Reimbursement in accordance with the Stalking Horse APA.

3. The Debtors' proposed notice of the Motion and the Hearing was (a) appropriate and reasonably calculated to provide all interested parties with timely and proper notice, (b) in compliance with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and (c) adequate and sufficient under the circumstances of these Chapter 11 Cases, and no other or further notice is required. A reasonable opportunity to object or be heard regarding the relief granted by this Order has been afforded to all interested persons and entities.

4. All objections to the relief requested in the Motion that have not been withdrawn, waived, or settled prior to or at the Hearing are overruled.

5. As used herein, "Consultation Parties" means the Debtors' prepetition secured lenders (White Oak, Welltower, Omega, WAX, and MAO), the DIP Lenders, the Committee; *provided, however*, that to the extent any of the Consultation Parties or their affiliates or insiders submit a Bid, including a credit bid (a "Credit Bid"), for any Assets, or otherwise intends to submit a Bid, or otherwise is intended to receive a release solely in connection with any Bid, such Consultation Party shall not be (x) a Consultation Party with respect to the evaluation and qualification of competing Bids for such Assets included in the Consultation Party's or their affiliates' or insiders' Bid, including a Credit Bid, or with respect to seeking and/or obtaining information about other Bids, but shall remain a Consultation Party for other purposes set forth in the Bidding Procedures and Bidding Procedures Order or (y) entitled to the consent rights set forth herein or in the Bidding Procedures for the DIP Lenders. For the avoidance of doubt, any of the Consultation Parties (i) whose indebtedness is not part of a Credit Bid, (ii) that do not have an equity interest in any Potential Bidder that submits a Credit Bid, and (iii) that are not an entity that directly or indirectly owns, controls, or holds with power to vote, 20% or more of the outstanding voting securities of any Potential Bidder shall remain Consultation Parties and/or be entitled to the consent rights and consultation rights set forth in the Bidding Procedures.

II. Important Dates and Deadlines.

6. The key dates for the sale process are as follows:

Action	Description	Deadline
Notice of Contract Assumption	Deadline for the Debtors to file a notice of contracts that may be assumed and assigned to any Successful Bidder	September 15, 2025

Action	Description	Deadline
Sale Objection Deadline	The deadline by which objections to the Transactions must be made.	October 17, 2025, at 4:00 p.m., prevailing Central Time.
Cure Objection Deadline	The deadline by which objections to the proposed assumption and assignment of any Executory Contract or Unexpired Lease or the Cure Costs proposed with respect thereto must be made.	October 17, 2025, at 4:00 p.m., prevailing Central Time.
Bid Deadline	The deadline by which all binding Bids must be actually received pursuant to the Bidding Procedures.	November 7, 2025, at 12:00 p.m., prevailing Central Time.
Auction (if any)	The date and time of the Auction, which will be held at the offices of McDermott Will & Schulte LLP, 2801 N. Harwood Street, Suite 2600, Dallas, Texas 75201-1574.	November 13, 2025, at 10:00 a.m., prevailing Central Time, if any.
Notice of Successful Bidder	The deadline by which the Debtors will file on the docket, but not serve, a notice identifying the Successful Bidder (the "Notice of Successful Bider"), identifying the applicable Successful Bidder, Assets, and key terms of the agreement.	Within one (1) business day of the conclusion of the Auction (if any).
Post-Auction Objection Deadline	The deadline by which objections to the Successful Bidder and Transactions, if any, or to dispute the ability of the Successful Bidder to provide adequate assurance of future performance with respect to any Executory Contract or Unexpired Lease must be made.	November 17, 2025, at 12:00 p.m., prevailing Central Time.
Sale Hearing	The Hearing, if any, before the Court to consider approval of the Successful Bid or Successful Bids, pursuant to which the Debtors and the Successful Bidder or Successful Bidders will consummate the Transaction(s).	November 18, 2025 at 9:30 a.m., prevailing Central Time, or as soon thereafter the Debtors may be heard.

7. **Sale Objection Deadline**. Objections to the Transaction(s) (the "Sale Objection Deadline"), with the exception of objections solely related to the identity of the Successful Bidder other than the Stalking Horse Bidder and adequate assurance of future performance by the Successful Bidder, which must be filed by the Post-Auction Objection Deadline (as defined below), must be made on or before October 17, 2025, at 4:00 p.m., prevailing Central Time.

8. **Cure Objection Deadline**. The deadline to object to any Cure Cost or to assumption and assignment on any basis, with the exception of objections solely related to

adequate assurance of future performance by a Successful Bidder other than the Stalking Horse Bidder, which must be filed by the Post-Auction Objection Deadline, shall be made on or before October 17, 2025, at 4:00 p.m., prevailing Central Time.

9. **Bid Deadline**. November 7, 2025, at 12:00 p.m., prevailing Central Time, is the deadline by which all Qualified Bids must be **actually received** by the parties specified in the Bidding Procedures, unless otherwise extended by the Debtors in their reasonable business judgment following consultation with the Consultation Parties.

10. **Auction**. The date and time of the Auction is November 13, 2025, at 10:00 a.m., prevailing Central Time, which time may be extended by the Debtors, in consultation with the Consultation Parties, upon written notice to the Court. The Auction will be held at the offices of the proposed counsel to the Debtors: McDermott Will & Schulte LLP, 2801 N. Harwood Street, Suite 2600, Dallas, Texas 75201-1574, or such other location as may be communicated to the relevant participants. Only the Debtors, Qualified Bidders, the Consultation Parties, the U.S. Trustee, and such parties' representatives and advisors, shall be entitled to participate in the Auction (*provided* that Qualified Bidders may appear through a duly authorized representative (other than their counsel) bearing a valid and enforceable power of attorney or other written proof evidencing their ability to bind the applicable Qualified Bidder, which document(s) shall be delivered to the Debtors prior to the commencement of the Auction), and only Qualified Bidders will be entitled to participate in or make Overbids (as defined in the Bidding Procedures) at the Auction. For the avoidance of doubt, the Debtors may also conduct more than one Auction with respect to non-overlapping material portions of the Debtors' Assets.

11. **Notice of Successful Bidder**. Within one (1) business day upon conclusion of the Auction, the Debtors shall file a Notice of Successful Bidder.

12. **Post-Auction Objection Deadline**. Objections to the Notice of Successful Bidder related solely to the identity of the Successful Bidder (other than the Stalking Horse Bidder) or adequate assurance of future performance provided by the Successful Bidder ("Post-Auction Objection Deadline"), if any, must be made on or before November 17, 2025, at 12:00 p.m., prevailing Central Time.

13. **Failure to Object**. If any party fails to timely file with the Court and serve an objection by the Sale Objection Deadline or Post-Auction Objection Deadline, as applicable, or otherwise abide by the procedures set forth in the Bidding Procedures regarding an objection to the Transaction(s), such party shall be barred from asserting, at the Sale Hearing or otherwise, any objection to the relief requested in the Motion or to the consummation and performance of the Transaction(s), including the transfer of the Assets to the Successful Bidder, free and clear of all liens, claims, interests, and encumbrances pursuant to Bankruptcy Code section 363(f), and shall be deemed to "consent" for the purposes of Bankruptcy Code section 363(f).

14. **Sale Hearing**. November 18, 2025, at 9:30 a.m., prevailing Central Time, or as soon thereafter as the Debtors may be heard, is the date and time for the hearing for the Court to consider the Successful Bid or Successful Bids, if needed (the "Sale Hearing"). The Sale Hearing may be adjourned by announcement in open Court or on the Court's calendar without any further notice required.

III. Stalking Horse Bid and Expense Reimbursement.

15. The Debtors are authorized to enter into the Stalking Horse APA, attached hereto as **Exhibit 2**, subject to higher or otherwise better offers at the Auction in accordance with the Bidding Procedures; *provided, however*, that the official committee of unsecured creditors appointed in these Chapter 11 Cases (the "Committee") and all other parties in interest retain all

rights to object at the Sale Hearing (if the Stalking Horse Bidder is the Successful Bidder at the Auction) to: (i) the sale to the Stalking Horse Bidder, (ii) the form of the Stalking Horse APA, and (iii) the proposed purchase of causes of action and/or releases contained in the Stalking Horse APA.

16. Within five (5) business days following entry of this Order, the Debtors shall upload into the virtual sale dataroom the Debtors' valuation of the Stalking Horse Bid. Such valuation shall include a description of the causes of action proposed to be sold or otherwise released under the Stalking Horse Bid, as well as a range of likely values attributable to such causes of action, as determined solely by the Debtors' Special Investigation Committee. The Committee and all other parties in interest retain all rights in connection therewith (if the Stalking Horse Bidder is the Successful Bidder at the Auction) in connection with the Sale Hearing.

17. The Expense Reimbursement, in an amount up to $750,000, is approved and is justified to retain the Stalking Horse Bidder's commitment to the consummation of the Transaction to enable the Debtors to maximize the ultimate purchase price of the Assets. Any amounts that become due and payable pursuant to the Expense Reimbursement in accordance with the Stalking Horse APA and this Order shall constitute a superpriority administrative expense of the Debtors' estates pursuant to Bankruptcy Code section 503(b), with priority over any and all administrative expenses of the kind specified in section 503(b) of the Bankruptcy Code. For the avoidance of doubt, the Stalking Horse Bidder shall not be required to include an amount in cash necessary to satisfy the Expense Reimbursement as part of any Overbid.

18. No person or entity, other than the Stalking Horse Bidder, shall be entitled to any expense reimbursement, breakup fees, "topping," termination, or other similar fee or payment, and by submitting a bid, such person or entity is deemed to have waived their right to request or to file

with this Court any request for expense reimbursement or any fee of any nature, whether by virtue of Bankruptcy Code section 503(b) or otherwise.

IV. Auction, Bidding Procedures, Auction Notice, and Related Relief.

19. The Bidding Procedures, substantially in the form attached hereto as **Exhibit 1**, including the Auction Notice attached to the Bidding Procedures as Schedule 1, are incorporated herein and are hereby approved in their entirety, and the Bidding Procedures shall govern the submission, receipt, and analysis of all Bids relating to any proposed Transaction(s). Any party desiring to submit a Bid shall comply with the Bidding Procedures and this Order. The Debtors are authorized to take any and all actions necessary or appropriate to implement the Bidding Procedures. Subject to the terms of the Bidding Procedures, the Debtors, with the consent of the DIP Lenders (not to be unreasonably withheld, delayed or conditioned) and in consultation with the Consultation Parties, may modify the Bidding Procedures as necessary or appropriate to maximize value for their estates.

20. Pursuant to the Bidding Procedures, the Debtors, in their reasonable business judgment, in consultation with the Consultation Parties, may (a) determine which Qualified Bid or combination of Qualified Bids is the highest or otherwise best offer for the Debtors' assets (which Qualified Bids may be for all assets, combinations of assets, of individual assets) (b) reject, at any time before entry of an order of the Court approving a Successful Bid, any Bid that the Debtors determine, in consultation with the Consultation Parties, is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code, the Bidding Procedures, or the terms and conditions of the Transaction(s), or (iii) contrary to the best interests of the Debtors, their estates, their creditors, and other stakeholders, and (c) impose such other terms and conditions

upon Qualified Bidders as the Debtors determine, in consultation with the Consultation Parties, to be in the best interests of the Debtors' estates in these Chapter 11 Cases.

21. If the Debtors, with the consent of the DIP Lenders (not to be unreasonably withheld, delayed or conditioned) and in consultation with the Consultation Parties, determine not to conduct an Auction, then the Debtors shall file a notice with the Court of such determination within one business day of the making of such determination by the Debtors.

22. Any deposit (including any Good Faith Deposit) provided by a Qualified Bidder shall be held in escrow by the Debtors or their agent and shall not become property of the Debtors' bankruptcy estates unless and until released from escrow to the Debtors pursuant to the terms of the applicable escrow agreement, the Bidding Procedures, or an order of this Court, as applicable.

23. Within two (2) business days following the entry of this Order, the Debtors will cause the Auction Notice to be served upon: (a) the office of the United States Trustee for Region 6; (b) the Internal Revenue Service; (c) the United States Attorney for the Northern District of Texas; (d) the Attorney General for the State of Texas; (e) State Comptroller of Public Accounts; (f) the Centers for Medicare and Medicaid Services; (g) the Attorneys General for the states in which the Debtors conduct business; (h) proposed counsel for the Committee; (i) counsel to the Debtors' prepetition lenders; (j) counsel to the DIP Lenders; (k) all known holders of liens, encumbrances, and other claims secured by the Assets; and (l) all parties entitled to notice pursuant to Bankruptcy Rule 2002.

24. Within three (3) business days after entry of this Order, the Debtors shall place a publication version of the Auction Notice in *The New York Times* (National Edition), the *Wall Street Journal*, or *USA Today*, and post it on to the Debtors' restructuring website at

https://dm.epiq11.com/Genesis. Such notice shall be deemed sufficient and proper notice of the Transaction(s) with respect to known interested parties.

25. Pursuant to the Bidding Procedures: (a) each bidder participating at the Auction shall be required to confirm that it has not engaged in any collusion with respect to the bidding or the Transaction(s), as set forth in the Bidding Procedures; and (b) the Auction shall be transcribed or videotaped.

V. Assumption and Assignment Procedures.

26. The procedures set forth below regarding the assumption and assignment of any Executory Contracts and Unexpired Leases proposed to be assumed by the Debtors pursuant to Bankruptcy Code section 365(b) and assigned to the Successful Bidder, if any, pursuant to Bankruptcy Code section 365(f) in connection with the Transaction(s) (the "Assumption and Assignment Procedures") are hereby approved to the extent set forth herein.

27. The Assumption and Assignment Procedures shall govern the assumption and assignment of all of the Debtors' Executory Contracts and Unexpired Leases to be assumed and assigned in connection with the Transaction(s), and any marked versions thereof, subject to the payment of any amount necessary to satisfy all defaults and actual pecuniary loss to the counterparty resulting from such defaults including, but not limited to, all claims, demands, charges, rights to refunds, and monetary and non-monetary obligations that the relevant counterparty can assert under an Executory Contract or Unexpired Lease, whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinate, relating to money now owing or owing in the future, arising under or out of, in connection with, or in any way relating to a Contract (the foregoing amounts as stated in the Contract Assumption Notice, the "Cure Costs"):

(a) **Notice of Contract Assumption**. On or before September 15, 2025, the Debtors shall file on the docket and serve a notice of Executory Contracts or Unexpired Leases that may be assumed and assigned to any Successful Bidder (the "Contract Assumption Notice") in substantially the form attached hereto as **Exhibit 3**, via first class mail on the counterparties to the Executory Contracts or Unexpired Leases to be assumed and assigned in connection with the Transaction(s) (the "Contract Counterparties") and via email to counsel of record. The Contract Assumption Notice, shall inform each recipient of the timing and procedures relating to such assumption and assignment, and, to the extent applicable, (i) the title of the Executory Contract or Unexpired Lease, (ii) the name of the counterparty to the Executory Contract or Unexpired Lease, (iii) Debtors' good faith estimates of the Cure Costs, if any, required in connection with the Executory Contract or Unexpired Lease, and (iv) the Cure Objection Deadline; *provided, however*, that service of a Contract Assumption Notice does not constitute an admission that any Executory Contracts and Unexpired Leases listed thereon is an executory contract or that such stated Cure Cost constitutes a claim against the Debtors or a right against any Successful Bidder, all rights with respect thereto being expressly reserved. Further, the inclusion of a contract on the Contract Assumption Notice is not a guarantee that such contract ultimately will be assumed and assigned.

(b) **Cure Costs**. The payment of the applicable Cure Costs by the Debtors and/or the Successful Bidder, as applicable shall (i) effect a cure of all defaults existing thereunder, (ii) compensate for any actual pecuniary loss to such counterparty resulting from such default, and (iii) together with the assumption of the ultimately assumed Executory Contract or Unexpired Lease by the Debtors and the assignment of such Executory Contract or Unexpired Lease to the Successful Bidder, constitute adequate assurance of future performance thereof.

(c) **Supplemental Contract Assumption Notice**. To the extent the Debtors, at any time after the Auction (i) identify additional Executory Contracts or Unexpired Leases that may be assumed by and assigned to the Successful Bidder, (ii) remove any Executory Contracts or Unexpired Leases from the list attached to the Contract Assumption Notice, (iii) and/or modify the previously stated Cure Cost associated with any Executory Contract or Unexpired Lease, the Debtors will promptly file with this Court and serve by first-class mail a supplemental notice of contract assumption (a "Supplemental Assumption Notice") on each of the Contract Counterparties affected by the Supplemental Assumption Notice. Each Supplemental Assumption Notice will include the same information with respect to listed Executory Contracts or Unexpired Leases as was included in the Contract Assumption Notice. Except as otherwise provided in any purchase agreement, a Successful Bidder may designate additional Executory Contracts and Unexpired Leases to be assumed and assigned up to two (2) business days prior to the Closing and may remove Executory Contracts or

Unexpired Leases from the list of Executory Contracts and Unexpired Leases up to two (2) business days prior to the Closing. Contract Counterparties shall have fourteen (14) days following service of the Supplemental Assumption Notice to file an objection to the Supplemental Assumption Notice. All parties' rights are reserved to object to any post-Sale Hearing Supplemental Assumption Notices on any basis, including the timing for the filing of objections.

(d) **Objections**. Objections, if any, to the proposed assumption and assignment or the Cure Cost proposed with respect thereto, must (i) be in writing, (ii) comply with the applicable provisions of the Bankruptcy Rules, and the Local Rules, (iii) state with specificity the nature of the objection and, if the objection pertains to the proposed Cure Cost, state the correct Cure Cost alleged by the objecting counterparty, together with any applicable and appropriate documentation in support thereof, and (iv) be filed with the Court and served upon (a) proposed counsel to the Debtors, (b) counsel to the Stalking Horse Bidder, if any, (c) the Bid Notice Parties (as defined in the Bidding Procedures), (d) counsel to the DIP Lenders, (e) proposed counsel to the Committee, and (f) any other party that has filed a notice of appearance in these Chapter 11 Cases, so as to be **actually received no later than October 17, 2025, at 4:00 p.m., prevailing Central Time, (the "Cure Objection Deadline"), or the deadline set forth in a Supplemental Assumption Notice, as applicable**. The Debtors may modify the Cure Objection Deadline and the deadline set forth in a Supplemental Assumption Notice by filing a notice of such modification on the Court's docket. For the avoidance of doubt, objections related to the adequate assurance information provided by any Successful Bidder (other than the Stalking Horse Bidder) must be actually received no later than the Post-Auction Objection Deadline.

(e) **Deemed Consent of Counterparties**. If no objection to the proposed assumption and assignment or the Cure Cost proposed with respect thereto is timely filed with respect to an Executory Contract or Unexpired Lease: (i) the counterparty to such Executory Contract or Unexpired Lease shall be deemed to have consented to the assumption by the Debtors and assignment to the Successful Bidder of the Executory Contract or Unexpired Lease, and be forever barred from asserting any objection with regard to such assumption and assignment (including, without limitation, with respect to adequate assurance of future performance by the Successful Bidder); (ii) any and all defaults under the Executory Contract or Unexpired Lease and any and all pecuniary losses related thereto shall be deemed cured and compensated pursuant to Bankruptcy Code section 365(b)(1)(A) and (B) upon payment of the Cure Amount set forth in the applicable Contract Assumption Notice or Supplemental Assumption Notice for such Executory Contract or Unexpired Lease; and (iii) the counterparty shall be forever barred from asserting any other claims related to such Executory Contract or Unexpired Lease against the Debtors and their estates or the Successful

Bidder, or the property of any of them, that existed prior to the entry of the order resolving the contract objections and the applicable Sale Order.

(f) **Dispute Resolution**. To the extent that the parties are unable to consensually resolve any objection to a Cure Cost or other objection prior to the commencement of the Sale Hearing, including, without limitation, any dispute with respect to the Cure Amount required to be paid to the applicable counterparty under the Bankruptcy Code sections 365(b)(a)(1)(A) and (B) (any such dispute, a "Cure Dispute"), the Debtors may (i) assume the applicable Executory Contract or Unexpired Lease prior to the resolution of the Cure Dispute; *provided* that the Debtors shall (A) pay to the applicable counterparty the undisputed portion of the Cure Amount within five (5) business days after entry of the applicable Sale Order and (B) reserve cash in an amount sufficient to pay the disputed portion of the Cure Amount reasonably asserted by the applicable counterparty (or such lesser amount as may be fixed or estimated by the Court or otherwise agreed to by the counterparty and the Debtors), or (ii) adjourn their request to assume the Executory Contract or Unexpired Lease pending resolution of the Cure Dispute (an "Adjourned Cure Dispute"); *provided further* that, to the extent the Adjourned Cure Dispute is resolved or determined unfavorably to the Debtors, the Debtors may withdraw the proposed assumption of the applicable Executory Contract or Unexpired Lease after such determination by filing a notice of withdrawal, which, in the case of a lease, shall be prior to the expiration of the applicable deadline to assume or reject unexpired leases under Bankruptcy Code section 365(d)(4). The Debtors shall file notice of their intention to reserve for a Cure Amount or to adjourn their request for assumption. An Adjourned Cure Dispute may be resolved after the closing date of the applicable Transaction in the Debtors' discretion.

(g) **Contract Assumption**. No Executory Contract or Unexpired Lease shall be deemed assumed and assigned pursuant to Bankruptcy Code section 365 until the later of (i) the date the Court has entered an order assuming and assigning such Executory Contract or Unexpired Lease or (ii) the date the Transaction(s) has closed.

28. Any party receiving the Contract Assumption Notice that fails to timely file an objection to the Cure Costs, the proposed assumption and assignment of an Executory Contract or Unexpired Lease listed on the Contract Assumption Notice or a Supplemental Assumption Notice, or the adequate assurance of future performance provided by the Successful Bidder is deemed to have consented to (a) such Cure Cost, (b) the assumption and assignment of such Executory Contract or Unexpired Lease, subject to payment of the Cure Cost or other form of adequate

assurance of future performance, (c) the related relief requested in the Motion, and (d) the Transaction(s). Such party shall be forever barred and estopped from objecting to the Cure Costs, the assumption and assignment of the Executory Contract or Unexpired Lease, adequate assurance of future performance, and the relief requested in the Motion, whether or not applicable law excuses such counterparty from accepting performance by, or rendering performance to, the Successful Bidder for purposes of Bankruptcy Code section 365(c)(1) and from asserting any additional cure or other amounts against the Debtors and the Successful Bidder with respect to such party's Executory Contract or Unexpired Lease.

29. The Debtors shall provide reasonable evidence to each Executory Contract or Unexpired Lease counterparty that the Proposed Assignee has the ability to comply with the requirements of adequate assurance of future performance no less than fourteen (14) days before the Post-Auction Objection Deadline or as soon as practicable after the conclusion of the Auction (and all parties' rights to object to the adequacy of notice provided less than fourteen (14) days before objections are due are reserved); *provided* that any such evidence that constitutes nonpublic information shall be provided on a confidential basis. All bidders are deemed to consent to the transmission of such evidence of adequate assurances of future performance on a confidential basis to counsel for the applicable Executory Contract or Unexpired Lease counterparties via email, with such information to be used only for purposes of assessing the applicable Bidder. Evidence of adequate assurance of future performance may include the information provided in the Bid pursuant to Section V(n) of the Bidding Procedures and/or the proposed name under which the proposed assignee intends to operate the premises, tax returns, bank account statements or annual reports, financial projections, calculations, and/or financial pro formas, experience in healthcare

and operating SNFs, a contact person for the proposed assignee, and any other documentation the Debtors may provide.

30. The inclusion of an Executory Contract or Unexpired Lease in the Contract Assumption Notice or a Supplemental Assumption Notice will not obligate any Debtor to assume any Executory Contract or Unexpired Lease listed thereon or a Successful Bidder to take assignment of such assumed Contract. Only those Executory Contracts and Unexpired Leases that are included on a schedule of assumed and assigned contracts attached to the executed definitive asset purchase agreement with a Successful Bidder (including amendments or modifications to such schedules in accordance with such asset purchase agreement) will be assumed and assigned to the applicable Successful Bidder. No Executory Contract or Unexpired Lease in the Contract Assumption Notice or a Supplemental Assumption Notice shall be assumed other than in connection with (and concurrently with the effectiveness of) the assignment of such Executory Contract or Unexpired Lease to the applicable Successful Bidder.

VI. Miscellaneous.

31. Nothing in this Order or the Bidding Procedures shall be deemed a waiver of any rights, remedies or defenses that any party (including the sureties, the Debtors, the Debtors' lenders, and the agents under their respective credit agreements, the Stalking Horse Bidder or any other prospective purchaser) has or may have under applicable bankruptcy and non-bankruptcy law, under any indemnity agreements, surety bonds or related agreements or any letters of credit relating thereto, or any rights, remedies, or defenses of the Debtors with respect thereto, including seeking Court relief with regard to the Auction, the Bidding Procedures, the Transaction(s), and any related items (including, if necessary, to seek an extension of the Bid Deadline).

32. The Debtors are authorized, in consultation with the Consultation Parties, to revise the Sale Schedule; *provided*, *however*, that that any such changes to the timing of the Sale Schedule shall comply with the DIP Milestones (unless otherwise consented to by the DIP Lenders). The Debtors are further authorized to conduct multiple Transaction(s) and/or Auctions (as necessary) in substantial conformity with the Sale Schedule and Bidding Procedures established through this Order.

33. The Debtors, in connection with offering a product or a service, have not disclosed any policies prohibiting the transfer of personally identifiable information about individuals to persons that are not affiliated with the Debtors. Subject to this finding, nothing contained in this Order prejudices parties in interest from seeking the appointment of a consumer privacy ombudsman at a later date in connection with any proposed sales pursuant to the Bankruptcy Code. In addition, nothing contained in this Order constitutes a determination as to whether the Debtors are healthcare businesses and does not prejudice the Court from appointing a patient care ombudsman pursuant to the Bankruptcy Code at a later date.

34. The failure to include or reference a particular provision of the Bidding Procedures in this Order shall not diminish or impair the effectiveness or enforceability of such a provision in the Bidding Procedures.

35. The Court, at the request of the Debtors, in consultation with the Consultation Parties, and subject to its availability, may modify the dates of and adjourn any hearing set by this Order without further Order of this Court, provided that the Debtors will serve notice to all requisite parties informing them of such modification and provided that all dates must comply with the DIP Milestones (unless otherwise consented to by the DIP Lenders).

36. The Debtors, in consultation with the Consultation Parties, may modify any of the deadlines set forth herein or provide for additional deadlines within a Sale Schedule without further order of the Court, provided that the Debtors will disclose all applicable deadlines in a notice filed with the Court, including, as applicable, the Auction Notice, and provided that all dates must comply with the DIP Milestones (unless otherwise consented to by the DIP Lenders).

37. The Debtors may, in consultation with the Consultation Parties, modify any Good Faith Deposit as necessary or appropriate, based on the Assets being sold.

38. **White Oak Matters**. Notwithstanding anything to the contrary contained herein, the Debtors may (a) use the cash collateral (as defined in Bankruptcy Code section 363(a)) of the Prepetition ABL Lenders (as defined in the Interim DIP Order) pursuant to the terms of the Interim DIP Order and (b) conduct the sale process set forth in this Order, through and including the proposed Closing, 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 (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 the Successful Bidder, on the same terms and conditions in the current Prepetition ABL Documents (as defined in the Interim DIP Order) 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 (each as defined in the Interim DIP Order, and in each case, to the extent such collateral is subject to an intercreditor agreement between ABL Secured Parties (as defined in the Interim DIP Order) 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 (as defined in the Interim DIP Order) 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").

39. For purposes of this Order: (A) "ABL Obligations" shall mean, whether arising before, on, or after the Petition Date, all principal, plus all accrued and unpaid interest at the Applicable Rate (as defined below) 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, 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 and the Prepetition Non-HUD ABL Agreement (each as defined in the Interim DIP Order) incurred or accrued in connection therewith, owing, in each case 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.

40. **HUD Matters**. The DIP Lenders, the DIP Agent, or the Prepetition Secured Parties (each as defined in the Interim DIP Order), may credit bid on account of the DIP Facility and DIP Loans (each as defined in the Interim DIP Order) to acquire any property encumbered by the Rochester Manor HUD Liens (as defined in the Interim DIP Order) only if such bid (a) includes a cash component that earmarks cash sufficient to satisfy the portion of the Rochester Manor Secured Parties' (as defined in the Interim DIP Order) claim for the Rochester Manor HUD Note (as defined in the Interim DIP Order) secured by any valid and enforceable Rochester Manor HUD Liens (as defined in the Interim DIP Order), or (b) assumes the Rochester Manor HUD Note and the obligations under the Rochester Manor HUD Documents (as defined in the Interim DIP Order) 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 (as defined in the Interim DIP Order) and HUD.

41. **Westchester Fire Insurance Company Matters**. No Indemnity Agreement entered into by a Debtor in favor of Westchester Fire Insurance Company or its affiliated sureties (the "Surety"), nor any bond or bonds issued by the Surety on behalf of any Debtor or a non-Debtor affiliate, shall be sold, transferred and/or assumed and assigned without the consent of the Surety or order of the Court. Notice shall be given of any proposed transition agreement that affect any surety bonds, or similar agreement between the Successful Bidder and the Debtors, with an opportunity to object thereto.

42. **University of Maryland Medical System Matters**. Notwithstanding anything to the contrary herein, nothing in this Order shall affect the rights and interests of Madison Manor, Inc., the University of Maryland Medical System ("UMMS"), Dimensions Health Corporation, or any of UMMS's affiliates (collectively, the "UMMS Parties") under the Bowie Center Limited Partnership Agreement (as amended) or any other agreement to which any Debtor is a party relating to the ownership, operation, and/or management of Larkin Chase Care and Rehabilitation Center in Bowie, Maryland. The UMMS Parties reserve all rights in connection with any proposed sale of the Debtors' Assets. The Debtors will forward the adequate assurance information they have received from Qualified Bidders by e-mail to counsel to the UMMS Parties no later than 24 hours after the date of any Notice of Contract Assumption with respect to contracts with UMMS Parties (with respect to the Stalking Horse Bidder) and no later than 24 hours after the Bid Deadline with respect to any additional Qualified Bidders. In addition, the UMMS Parties shall be permitted to use adequate assurance information provided by Qualified Bidders as part of any objection, with the understanding that non-public information will be filed under seal.

43. **NextGen Realty Matters**. Notwithstanding anything to the contrary herein, nothing in this Order shall affect the rights and interests of NextGen Realty Holdings, LLC along with its affiliates (collectively, "NextGen") under the NextGen Option Agreement (as defined in the Stalking Horse Term Sheet) or any rights under the operating agreement of NextGen Investors LLC. NextGen reserves all rights in connection with any proposed sale of the Debtors' Assets. The Debtors will forward the adequate assurance information they have received from Qualified Bidders by e-mail to counsel to NextGen no later than 24 hours after the date of any Notice of Contract Assumption with respect to contracts with NextGen (with respect to the Stalking Horse Bidder) and no later than 24 hours after the Bid Deadline with respect to any additional Qualified

Bidders. In addition, NextGen shall be permitted to use adequate assurance information provided by Qualified Bidders as part of any objection, with the understanding that non-public information will be filed under seal.

44. **NewGen 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 or its affiliates (collectively, "NewGen") or any non-debtor joint venture entity in which NewGen holds membership interests (the "JV Entities" and together with NewGen, the "NewGen Parties") under any operating agreement or other organizational document of the JV Entities. Any and all rights and claims of the NewGen Parties and the Debtors with respect to such agreements 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. The NewGen Parties reserve the right to object to any sale of the Debtors' direct or indirect interests in any of the JV Entities on any grounds, including that the proposed sale violates the terms of the operating agreements or other organizational documents of the JV Entities.

45. **Cigna Matters**. Cigna Health and Life Insurance Company and certain of its affiliates (collectively, "Cigna") and the Debtors are parties to various agreements (collectively, as amended or modified from time to time, the "Cigna Contracts") pursuant to which the Debtors, through the facilities they operate (each, a "Cigna Network Facility"), provide covered healthcare services to eligible participants within the Cigna Healthcare Network. Notwithstanding anything in this Order or any subsequent notice relating to any Sale Transaction(s) to the contrary, unless otherwise agreed by Cigna, the Debtors shall, no later than sixty (60) days prior to the closing on the sale of any Cigna Network Facility to a Successful Bidder, provide to Cigna, through its

counsel, written notice of Debtors' irrevocable (subject to the resolution of any Cigna objection to such assumption and assignment of the Cigna Contract(s) and the closing of the applicable Sale Transaction of such Cigna Network Facility) decision as to whether or not the Debtors propose to assume and assign any Cigna Contracts with respect to such Cigna Network Facility to the applicable Successful Bidder (the "Cigna Contract Notice"); *provided* that the Debtors or the Successful Bidder, as applicable, may seek relief from the Court on an expedited basis regarding the reconsideration of the decision in the Cigna Contract Notice prior to the closing on the sale of such Cigna Network Facility; *further provided* that if the Cigna Contract Notice states that the Cigna Contract(s) is proposed to be assumed and assigned, or the Successful Bidder and Cigna have agreed to a new contract for the Cigna Network Facility, then closing on the sale of such Cigna Network Facility to a Successful Bidder may occur ten (10) days after the Cigna Contract Notice, notwithstanding the sixty day requirement above.

46. For the avoidance of doubt, Cigna reserves all rights to object on any basis (including on the basis set forth in its objection regarding the timing between the notice of the Successful Bidder and the closing of a sale of a Cigna Network Facility) at the Sale Hearing, including to any Successful Bid that contemplates the sale of Cigna Network Facilities to more than one Successful Bidder.

47. **Elevance Matters**. Elevance Health, Inc. and certain of its affiliates (collectively, "Elevance") and the Debtors are parties to various agreements (collectively, as amended or modified from time to time, the "Elevance Contracts") pursuant to which the Debtors, through the facilities they operate (each, an "Elevance Network Facility"), provide covered healthcare services to eligible participants under Elevance network healthcare plans. Notwithstanding anything in this Order or any subsequent notice relating to any Sale Transaction(s) to the contrary, unless otherwise

agreed by Elevance, the Debtors shall, no later than fifty (50) days prior to the closing on the sale of any Elevance Network Facility to a Successful Bidder, provide to Elevance, through its counsel, written notice of Debtors' irrevocable (subject to the resolution of any Elevance objection to such assumption and assignment of the Elevance Contract(s) and the closing of the applicable Sale Transaction of such Facility) decision as to whether or not the Debtors propose to assume and assign any Elevance Contracts with respect to such Elevance Network Facility to the applicable Successful Bidder (the "Elevance Contract Notice"); *provided* that, the Debtors or the Successful Bidder, as applicable, may seek relief from the Court on an expedited basis regarding the reconsideration of the decision in the Elevance Contract Notice prior to the closing on the sale of such Elevance Network Facility; *further provided* that if the Elevance Contract Notice states that the Elevance Contract(s) is proposed to be assumed and assigned, or the Successful Bidder and Elevance have agreed to a new contract for the Elevance Network Facility, then closing on the sale of such Elevance Network Facility to a Successful Bidder may occur ten (10) days after the Elevance Contract Notice, notwithstanding the fifty day requirement above.

48. For the avoidance of doubt, Elevance reserves all rights to object on any basis (including on the basis set forth in its objection regarding the timing between the notice of the Successful Bidder and the closing of a sale of an Elevance Network Facility) at the Sale Hearing, including to any Successful Bid that contemplates the sale of Elevance Network Facilities to more than one Successful Bidder.

49. **United Matters**. UnitedHealthcare Insurance Company and certain of its affiliates (collectively, "United") and the Debtors are parties to various agreements (collectively, as amended or modified from time to time, the "United Contracts") pursuant to which the Debtors, through the facilities they operate (each, a "United Network Facility"), provide covered healthcare

services to eligible participants under United network healthcare plans. Notwithstanding anything in this Order or any subsequent notice relating to any Sale Transaction(s) to the contrary, unless otherwise agreed by United, the Debtors shall, no later than fifty (50) days prior to the closing on the sale of any United Network Facility to a Successful Bidder, provide to United, through its counsel, written notice of Debtors' irrevocable (subject to the resolution of any United objection to such assumption and assignment of the United Contract(s) and the closing of the applicable Sale Transaction of such Facility) decision as to whether or not the Debtors propose to assume and assign any United Contracts with respect to such United Network Facility to the applicable Successful Bidder (the "United Contract Notice"); *provided* that, the Debtors or the Successful Bidder, as applicable, may seek relief from the Court on an expedited basis regarding the reconsideration of the decision in the United Contract Notice prior to the closing on the sale of such United Network Facility; *further provided* that if the United Contract Notice states that the United Contract(s) is proposed to be assumed and assigned, or the Successful Bidder and United have agreed to a new contract for the United Network Facility, then closing on the sale of such United Network Facility to a Successful Bidder may occur ten (10) days after the United Contract Notice, notwithstanding the fifty day requirement above.

50. For the avoidance of doubt, United reserves all rights to object on any basis (including on the basis set forth in its objection regarding the timing between the notice of the Successful Bidder and the closing of a sale of a United Network Facility) at the Sale Hearing, including to any Successful Bid that contemplates the sale of United Network Facilities to more than one Successful Bidder.

51. In the event of any inconsistencies between this Order and the Motion and/or the Bidding Procedures, this Order shall govern in all respects.

52. Nothing in the Motion or this Bidding Procedures Order or the relief granted (including any actions taken or payments made by the Debtors pursuant thereto) shall be construed as (a) an admission as to the validity, priority, or character of any claim or other asserted right or obligation, or a waiver or other limitation on the Debtors' ability to contest the same on any ground permitted by bankruptcy or applicable non-bankruptcy law; (b) a promise or requirement to pay any claim or other obligation; or (c) granting third-party-beneficiary status, bestowing any additional rights on any third party, or being otherwise enforceable by any third party.

53. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a), the Local Rules, and the Complex Case Procedures are satisfied by such notice.

54. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be effective and enforceable immediately upon entry hereof.

55. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

56. The Debtors are authorized to take all actions necessary to implement the relief granted in this Order.

57. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

END OF ORDER # #

Prepared and presented by:

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Proposed Counsel for the Debtors and Debtors-in-Possession

Exhibit 1

Bidding Procedures

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)

BIDDING PROCEDURES FOR THE SUBMISSION, RECEIPT, AND ANALYSIS OF BIDS IN CONNECTION WITH THE SALE OF THE DEBTORS' ASSETS

On July 9, 2025, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Northern District of Texas (the "Court").

The Court has 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 DIP Order") providing, among other things, financing for these Chapter 11 Cases. Pursuant to the Interim DIP Order, the Debtors must satisfy certain milestones (the "DIP Milestones") for the sale of their assets or some other value-maximizing transaction.

On [_____], the Court entered the *Order (I) Approving Bidding Procedures and Expense Reimbursement, (II) Approving the Debtors' Entry Into the Stalking Horse APA with Stalking Horse Bidder and Subject to Higher or Otherwise Better Offers at the Auction in Accordance with the Bidding Procedures, (III) Scheduling Certain Dates and Deadlines,, (IV) Approving the Form and Manner of Notice Thereof, and (V) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases* [Docket No. [ ]] (the "Bidding Procedures Order"),[2] by which the Court approved the following procedures (the "Bidding Procedures") setting forth the process by which the Debtors are authorized to solicit bids for and

[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.

[2] All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Bidding Procedures Order.

conduct an auction (the "Auction"), if any, and ultimately select a purchaser for the sale of all or substantially all of the Debtors' assets or any portion thereof (such sale(s), the "Transaction(s)").

Important Bidding Procedures Information

The Debtors have selected CPE 88988 LLC as the "stalking-horse bidder" (the "Stalking Horse Bidder") to acquire all or substantially all the Debtors' assets (the "Stalking Horse Bid"). The Stalking Horse Bid is subject to higher or better bids, which such bid(s) may include all or substantially all the assets or any portions of the assets, and such bid(s) may be combined with multiple bids by multiple bidders to achieve a higher or better bid than the Stalking Horse Bid.

Notwithstanding the terms of the Stalking Horse Bid, the Debtors will evaluate proposals with all transaction types and structures.

To participate in the auction, you are NOT required to bid on ALL assets. Nor are you required to bid (a) on any estate claims and causes of action, (b) on the same assets to be acquired by the Stalking Horse Bidder, or (c) an amount that is higher than the amount of aggregate consideration to be paid by the Stalking Horse Bidder.

The Debtors' proposed investment banker is prepared to work intensely, closely, and collaboratively with all parties submitting bids (the "**Target Asset Bidders**"), including Target Asset Bidders who want to buy discrete business lines or submit bids that contemplate to purchase assets fewer assets than is proposed to be purchased by the Stalking Horse Bidder, to achieve an optimum outcome for the Debtors' bankruptcy estates.

The Debtors will consider all Qualified Bids (and subsequent bids), on their own and in combination with other Qualified Bids (and subsequent bids), in determining the Starting Bid and the Successful Bidder(s).

The Bid Deadline is November 7, 2025, at 12:00 p.m., prevailing Central Time.

The date and time of the Auction is November 13, 2025, at 10:00 a.m., prevailing Central Time.

For the avoidance of doubt, nothing in the Bidding Procedures or Auction Procedures will prevent the Debtors from exercising their respective fiduciary duties under applicable law (as reasonably determined in good faith by the Debtors, in consultation with counsel).

The Bidding Procedures Order authorized, among other things, the Debtors' entry into that certain Asset Purchase Agreement by and among Genesis Healthcare, Inc., together with certain of its subsidiaries, as Sellers, and CPE 889899 LLC, as Buyer (as amended, supplemented, or otherwise modified by the parties thereto, the "Stalking Horse APA")[3] between the Debtors and CPE 88988 LLC, pursuant to which the Stalking Horse Bidder has agreed to acquire substantially all of the assets of the Debtors and to assume certain liabilities of the Debtors, each as specifically enumerated in the Stalking Horse APA and subject to the terms and conditions set forth therein.

[3] A copy of the Stalking Horse APA is attached to the Bidding Procedures Order as Exhibit 2.

The Stalking Horse Bid is subject to higher and better bids in accordance with the terms and conditions of these Bidding Procedures.

Any Transaction will be implemented pursuant to Bankruptcy Code section 363.

Copies of the Bidding Procedures Order or any other documents in the Debtors' Chapter 11 Cases are available upon request to Epiq Corporate Restructuring, LLC by calling 888-861-3979 (U.S./Canada) or +1 971-306-9937 (international) or visiting the Debtors' restructuring website at https://dm.epiq11.com/Genesis.

I. Assets to be Auctioned.

The Debtors are seeking to sell all of their assets, or any portion thereof, to the persons or entities making the most value maximizing bid (or bids) through the process outlined in these Bidding Procedures. These assets include, but are not limited to, the Debtors' going-concern business, unexpired leases, executory contracts, equipment, inventory, supplies, intellectual property, insurance proceeds, prepaid expenses and deposits, and books and records, in each case, free and clear of all liens, claims, interests, or other encumbrances (collectively, the "Assets").

II. Public Announcement of Auction.

Within two (2) business days after entry of the Bidding Procedures Order, the Debtors shall serve on the parties that received notice of the Motion (i) the Bidding Procedures Order and the Bidding Procedures and (ii) a notice setting forth (A) the date, time, and place of the Auction and the hearing to consider the approval of the Transaction(s) and (B) the deadlines and procedures for objecting to the proposed Transaction(s) in the form attached hereto as **Schedule 1** (the "Auction Notice"). Within three (3) business days after entry of the Bidding Procedures Order, the Debtors shall publish the Auction Notice, with any modifications necessary for ease of publication, on one occasion in *The New York Times* (National Edition), the *Wall Street Journal*, or *USA Today* to provide notice to any other potential interested parties, and (iii) post the Auction Notice on their case website, https://dm.epiq11.com/Genesis.

III. Potential Bidder Requirements.

To participate in the bidding process or otherwise be considered for any purpose hereunder, a person or entity interested in purchasing the Assets or part of the Assets (a "Potential Bidder") must deliver or have previously delivered to the Debtors the following preliminary documentation (collectively, the "Preliminary Bid Documents"):

a. an executed confidentiality agreement (a "Confidentiality Agreement") in form and substance acceptable to the Debtors;

b. information sufficient to establish that the Potential Bidder has or can reasonably obtain the financial capacity to close a purchase of any portion, all, or substantially

all of the Debtors' Assets, the adequacy of which must be acceptable to the Debtors, in consultation with the Consultation Parties;[4] and

c. a statement detailing whether the Potential Bidder is partnering with or otherwise working with any other interested party in connection with the potential submission of a joint Bid, the identity of any such party or parties, and a concise description of the nature of such partnership or joint bid to the extent reasonably practicable.

The Debtors, in consultation with their advisors and the Consultation Parties, will determine and notify each Potential Bidder whether such Potential Bidder has submitted adequate documents so that such Potential Bidder may proceed to conduct due diligence and submit a bid (such Potential Bidder, an "Acceptable Bidder").

IV. Qualified Bid Requirements.

To participate in the Auction, an Acceptable Bidder must deliver to the Debtors and their advisors an irrevocable offer for the purchase of some or all of the Assets (each, a "Bid"), and shall meet the following criteria, in each case, on or prior to the Bid Deadline (as defined below):

a. **Purchased Assets and Assumed Liabilities**: Each Bid must clearly state the following: (a) the particular Assets, or the portion thereof, identified with reasonable specificity to be purchased and/or liquidated or otherwise disposed of (including, without limitation, estate claims and causes of action); (b) the liabilities and obligations to be assumed, including any debt and Cure Costs (as defined below) to be assumed; and (c) any executory contracts (the "Executory Contracts") and any unexpired leases (the "Unexpired Leases") to be received by assignment. For the avoidance of doubt, a Bid need not provide for the purchase of any estate claims and causes of action to constitute a Qualified Bid;

b. **Good Faith Deposit**: The Bid must be accompanied by a cash deposit in the amount equal to ten percent (10%) of the cash component of the Bid, including in the event of a Credit Bid, to be held in an interest-bearing escrow account to be identified and established by the Debtors (the "Good Faith Deposit"). To the extent that a Bid is modified at or prior to the Auction, the applicable Acceptable Bidder

[4] "Consultation Parties" means the Debtors' prepetition secured lenders (White Oak, Welltower, Omega, WAX, and MAO), the DIP Lenders, and the Committee; *provided, however*, that to the extent any of the Consultation Parties or their affiliates or insiders submit a Bid, including a credit bid (a "Credit Bid"), for any Assets, or otherwise intends to submit a Bid, or otherwise is intended to receive a release solely in connection with any Bid, such Consultation Party shall not be (x) a Consultation Party with respect to the evaluation and qualification of competing Bids for such Assets included in the Consultation Party's or their affiliates' or insiders' Bid, including a Credit Bid, or with respect to seeking and/or obtaining information about other Bids, but shall remain a Consultation Party for other purposes set forth in the Bidding Procedures and Bidding Procedures Order or (y) entitled to the consent rights set forth herein or in the Bidding Procedures for the DIP Lenders. For the avoidance of doubt, any of the Consultation Parties (i) whose indebtedness is not part of a Credit Bid, (ii) that do not have an equity interest in any Potential Bidder that submits a Credit Bid, and (iii) that are not an entity that directly or indirectly owns, controls, or holds with power to vote, 20% or more of the outstanding voting securities of any Potential Bidder shall remain Consultation Parties and/or be entitled to the consent rights and consultation rights set forth in the Bidding Procedures.

must adjust its Good Faith Deposit so that it equals ten percent (10%) of the increased aggregate cash component of the Bid promptly and in no event later than one business day following the conclusion of the Auction;

c. **Purchase Price**: Each Bid must (a) clearly set forth the purchase price to be paid, assuming a purchase of the applicable Assets and any assumption of liabilities (the "Purchase Price") and (b) identify separately the cash and non-cash components of the Purchase Price. Any Bid for substantially all of the Assets must also include a statement as to whether the Bid is conditioned on purchasing all Assets or whether the Qualified Bid should be viewed as a separate Bid for one or more sets of Assets. The Debtors reserve the right, in consultation with the Consultation Parties, to ask any Acceptable Bidder to allocate the value ascribed to a Bid for any particular Asset and to inquire about any significant assumptions on which such valuations are based;

d. **Sources of Financing**: To the extent that the Bid is not accompanied by evidence of the Acceptable Bidder's capacity to consummate the Transaction(s) set forth in its Bid with cash on hand, the Bid must include committed financing, documented to the Debtors' satisfaction (in consultation with the Consultation Parties), that demonstrates that the Acceptable Bidder has received or is reasonably expected to receive sufficient debt and/or equity funding commitments to satisfy the Acceptable Bidder's obligations under the proposed Transaction(s) and other obligations under its Bid. Such funding commitments or other financing must be unconditional and must not be subject to any internal approvals, syndication requirements, diligence, or credit committee approvals, and shall have covenants and conditions acceptable to the Debtors;

e. **Bid Documents**: Each Bid must include duly executed and non-contingent, where applicable, transaction documents necessary to effectuate the transactions contemplated in the Bid (the "Bid Documents"). The Bid Documents shall include: (a) a purchase agreement, based on the Stalking Horse APA, duly executed by such bidder, containing only changes to the Stalking Horse APA that are reasonably necessary to effectuate the Bid, (b) a schedule of contracts and leases to be assumed or rejected to the extent applicable to the Bid, (c) with respect to the form of purchase agreement, a redline of such agreement marked to reflect the amendments and modifications made to the Stalking Horse APA, noting that such markup may reflect a purchase of a portion of the Debtors' assets and/or a package of assets different from those proposed to be acquired by the Stalking Horse, (d) any other material documents integral to such Bid, and (e) a statement from the Acceptable Bidder that (i) it is prepared to enter into and consummate the transactions contemplated in the purchase agreement as soon as reasonably practicable after the conclusion of the Auction, subject to any necessary regulatory approvals, as specified by the Acceptable Bidder (or, if no Auction is held, the deadline by which all binding Bids must be actually received pursuant to the Bidding Procedures (the "Bid Deadline")) and (ii) the Qualified Bid will be irrevocable (whether or not such Qualified Bid is selected as the highest or otherwise best bid to purchase the

applicable Assets (each, a "Successful Bid") or next highest or otherwise best bid (the "Back-Up Bid") until the consummation of the Transaction(s));

f. **No Qualified Bidder Bid Protections**: A Qualified Bid must include a statement that the bid does not entitle such bidder to any break-up fee, termination fee, expense reimbursement, or similar type of payment or reimbursement and a waiver of any substantial contribution administrative expense claim under Bankruptcy Code section 503(b) related to bidding for the applicable Assets;

g. **Employee Obligations**: Each Bid must indicate whether the Acceptable Bidder intends to hire all employees of the Debtors or otherwise and indicate its intentions with respect to the employees of the Debtors, including whether it intends to assume existing employee obligations and whether or not it intends to assume applicable collective bargaining agreements. Each Bid must also include the Acceptable Bidder's proposed treatment of the Debtors' existing health, welfare and retirement plans;

h. **Authorization**: Each Bid must contain evidence that the Acceptable Bidder has obtained all necessary authorizations or approvals from its shareholders and/or its board of managers or directors, or any other internal and other approvals, as applicable, with respect to the submission of its Bid and the consummation of the transactions contemplated in such Bid;

i. **Contingencies; No Financing or Diligence Outs**: The Bid must not contain any contingencies as to the validity, effectiveness, or binding nature of the Bid, including, without limitation, contingencies for due diligence and inspection or financing of any kind (including any conditions pertaining to financial performance, conditions, or prospects) and all diligence must be completed before the Bid Deadline;

j. **Identity**: Each Bid must fully disclose the identity of each entity and each entity's shareholders, partners, investors, or ultimate controlling entities that will be bidding for or purchasing the applicable Assets or otherwise participating in connection with such Bid, including each equity holder or other financial backer of the bidder (including if such bidder is an entity formed for the purpose of consummating the transactions contemplated by such Bid), and the complete terms of any such participation, along with sufficient evidence that the Acceptable Bidder is legally empowered to complete the transactions on the terms contemplated by the parties. Each Bid must also include contact information for the specific person(s) whom Jefferies, LLC ("Jefferies") and McDermott Will & Schulte LLP should contact regarding such Bid;

k. **As-Is, Where-Is**: Each Bid must include a written acknowledgement and representation that the Acceptable Bidder: (i) has had an opportunity to conduct any and all due diligence regarding the Transaction(s) prior to making its offer; (ii) has relied solely upon its own independent review, investigation, and/or inspection of any documents and/or the Assets in making its Bid; (iii) did not rely

on or receive from any person or entity (including any of the Debtors or their advisors or other representatives) any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied, by operation of law, or otherwise, regarding the completeness of any information provided in connection therewith or the Auction (if any), except as expressly stated in the Acceptable Bidder's asset purchase agreement; and (iv) did not engage in collusive conduct and acted in good faith in submitting its Bid;

l. **Joint Bids and Merger Proposals**: The Debtors will be authorized to approve joint bids in their reasonable business judgment and in consultation with the Consultation Parties, including, but not limited to, any bids that contemplate acquiring equity or assets through a merger or similar transaction, including if a proposed bid contemplates additional financing from one or several participating parties or a consortium seeking to acquire a combination of assets, on a case by case basis, so long as such bid meets the Qualified Bid requirements and the applicable bidders otherwise comply with these Bidding Procedures;

m. **Qualifications to Operate Skilled Nursing Facilities**: Each Bid must provide background on the Acceptable Bidder and its qualifications to operate skilled nursing facilities ("SNFs") or assisted living facilities ("ALFs), including:

(i) Operating history of Acceptable Bidder;

(ii) The number of SNFs and ALFs that the Acceptable Bidder currently operates;

(iii) The Acceptable Bidder's ownership structure and corporate organization chart;

(iv) The principal biographies of senior management of the Acceptable Bidder; and

(v) A summary of material survey issues, any investigations, or corporate integrity agreements related to the Acceptable Bidder's existing operations, if any.

n. **Adequate Assurance of Future Performance**: Each Bid must (i) identify the Executory Contracts and Unexpired Leases to be assumed or assumed and assigned in connection with the proposed Transaction(s), (ii) provide for the payment of all cure amounts (the "Cure Amounts") related to such Executory Contracts and Unexpired Leases by the Acceptable Bidder, (iii) demonstrate, in the Debtors' reasonable business judgment and in consultation with the Consultation Parties, that the Acceptable Bidder can provide adequate assurance of future performance under all such Executory Contracts and Unexpired Leases sufficient to satisfy the requirements of Bankruptcy Code sections 365(b)(3) and 365(f)(2)(B), and (iv) provide the following documentation:

(i) The proposed assignee (the "Proposed Assignee") and any guarantors, as applicable;

(ii) Financial statements for the calendar or fiscal years ended 2023 and 2024 for the Proposed Assignee and any guarantors, as applicable, and other financial information about the Proposed Assignee to demonstrate its ability to provide adequate assurance of future performance; and

(iii) A summary of the Proposed Assignee's proposed use of the premises.

o. **Stalking Horse Bidder is a Qualified Bidder**. For the avoidance of doubt, the Stalking Horse Bidder is a Qualified Bidder and the Stalking Horse APA is a Qualified Bid.

p. **DIP Lenders are Qualified Bidders**: Each DIP Lender is deemed to be a Qualified Bidder; *provided* that, any DIP Lender (i) whose indebtedness is not part of a Credit Bid, (ii) that does not have an equity interest in the Potential Bidder that submits a Credit Bid, and (iii) that is not an entity that directly or indirectly owns, controls, or holds with power to vote, 20% or more of the outstanding voting securities of any Potential Bidder shall remain a Consultation Party.

q. **Acknowledgement of Compliance with Bidding Procedures, Bidding Order, Bankruptcy Code, and Non-Bankruptcy Law**: Each Bid must acknowledge that the Acceptable Bidder has complied, and will continue to comply, in all respects with these Bidding Procedures, the Bidding Procedures Order, the Bankruptcy Code, and any applicable non-bankruptcy law;

r. **No Collusion**: The Acceptable Bidder must (a) acknowledge in writing that it has not engaged in any collusion with respect to any Bids or the Transaction(s), specifying that it did not agree with any Acceptable Bidders or Potential Bidders to control price or otherwise with respect to any of the Assets or the Transaction(s) and processes contemplated by the Bidding Procedures; and (b) agree not to engage in any collusion with respect to any Bids, the Auction, or the Transaction(s); *provided, however*, that nothing shall limit or impair the ability of the DIP Lenders to submit a joint Bid or otherwise engage in discussions or negotiations regarding a Bid. The Acceptable Bidder must further indicate if it has or intends to coordinate its bid, or otherwise bid with, any current or former member of the Debtors' or their affiliates' executive management or board of directors. For the avoidance of doubt, this requirement does not restrict Potential Bidder(s) from working with other Potential Bidder(s) with the Debtors' prior written consent (email shall suffice);

s. **Good Faith Offer**: The Bid must constitute a good faith, *bona fide* offer to consummate the Transaction(s);

t. **Irrevocable**: Each Bid must state that in the event such Bid is chosen as the Back-Up Bid (as defined below), it shall remain irrevocable until the Debtors and the Successful Bidder consummate the applicable Transaction(s);

u. **Back-Up Bid**: Each Bid shall provide that the Acceptable Bidder will serve as a Back-Up Bidder (as defined below) if the Acceptable Bidder's Bid is the next highest or otherwise best bid with respect to the applicable Assets;

v. **Regulatory and Third-Party Approvals and Covenants**: A Bid must set forth each regulatory and third-party approval, if any, required for the Acceptable Bidder to consummate the applicable Transaction(s), the time period within which the Acceptable Bidder expects to receive such regulatory and third-party approvals, and those actions the Acceptable Bidder will take to ensure receipt of such approvals as promptly as possible;

w. **Expected Closing Date and Time Frame for Closing**: Each Bid must state the Acceptable Bidder's expected date of closing of the Transaction(s) (the "Closing") and must be reasonably likely (based on antitrust or other regulatory issues, experience, and other considerations) to be consummated, if selected as the Successful Bid, within a time frame acceptable to the Debtors in consultation with the Consultation Parties and in compliance with the DIP Milestones (unless otherwise consented to by the DIP Lenders).

x. **No Fees**: Each Acceptable Bidder presenting a Bid or Bids will bear its own costs and expenses (including legal fees) in connection with the proposed transaction, and by submitting its Bid(s) is agreeing to disclaim any right to receive any payments or amounts analogous to a break-up fee, expense reimbursement, termination fee, or other similar form of compensation;

For the avoidance of doubt, each Acceptable Bidder by submitting its Bid is agreeing to refrain from and waive any assertion or request for reimbursement on any basis, including under Bankruptcy Code section 503(b); *provided* that the Debtors are authorized to provide the Expense Reimbursement to the Stalking Horse Bidder in connection with the Stalking Horse APA;

y. **Adherence to Bidding Procedures**: By submitting its Bid, each Acceptable Bidder is agreeing to abide by and honor the terms of these Bidding Procedures and agrees not to submit a Bid or seek to reopen the Auction after conclusion of the Auction;

z. **Consent to Jurisdiction**: The Acceptable Bidder must submit to the jurisdiction of the Court and waive any right to a jury trial in connection with any disputes relating to the Debtors' qualification of Bids, the Auction, the Transaction(s), and the construction and enforcement of these Bidding Procedures, Preliminary Bid Documents, the Bids, the Bid Documents, and any and all other agreements entered into in connection with any proposed Transaction(s), the Closing, and any other related matter; and

aa. **Conditions to Closing**: Each Bid must identify with particularity each and every condition to closing, including the Executory Contract and Unexpired Leases for which assumption and assignment is required.

Only Bids fulfilling all of the preceding requirements contained in this section as determined or otherwise waived in the Debtors' reasonable business judgment, in consultation with the Consultation Parties, may be deemed to be qualified bids (the "Qualified Bids"), and only those parties submitting Qualified Bids, in the Debtors' reasonable business judgment and in consultation with the Consultation Parties, may be deemed to be qualified bidders (the "Qualified Bidders"); *provided* that, for the avoidance of doubt, the Debtors, in the exercise of their reasonable business judgment, will waive the preceding requirements for determining a Qualified Bid that are not fulfilled by a Bid so long as such Bid contains terms concerning such requirements that are at least as favorable to the Debtors as the equivalent terms of the Stalking Horse Bid. Whether a Bid's terms are at least as favorable as the Stalking Horse Bid's shall be decided by the Debtors, in their sole discretion, in consultation with the Consultation Parties. Notwithstanding the foregoing sentence, to be a Qualified Bid, each Bid must satisfy the provisions of subsections/subparagraphs: 4(b) (Good Faith Deposit), 4(f) (No Qualified Bidder Bid Protections), 4(u) (Back-Up Bid), and 4 (x)(No Fees), as the foregoing waiver does not apply to these subsections/subparagraphs. The Bids received by the Debtors shall be shared with the Consultation Parties that are not Potential Bidders within a reasonable time after receipt by the Debtors, but in no event no later than twenty-four (24) hours after receipt.

Neither the Debtors nor any of their advisors are making or have at any time made, and no bidder, Potential Bidder, or Acceptable Bidder, including any Qualified Bidder, has relied, is relying, or shall rely on any warranties or representations of any kind or character, express or implied, with respect to the Assets, including, but not limited to, any warranties or representations as to operating history or projections, valuation, governmental approvals, the compliance of the Assets with governmental laws, the truth, accuracy, or completeness of any documents related to the Assets, or any other information provided by or on behalf of the Debtors to a bidder, or any other matter or thing regarding the Assets, except as expressly stated in the Acceptable Bidder's purchase agreement. All bidders must acknowledge and agree that upon closing the Debtors shall sell and transfer to the Successful Bidder and the Successful Bidder shall accept the applicable Assets to the extent expressly provided in the Court's order approving the Transaction(s). Neither the Debtors nor any of their advisors will be liable for or bound by any express or implied warranties, guaranties, statements, representations, or information pertaining to the Assets or relating thereto that the Debtors, any advisor, or agent representing or purporting to represent the Debtors to whomever might have made or furnished, directly or indirectly, orally or in writing, unless (with respect to the Debtors only) specifically set forth in the Court's order approving the Transaction(s).

There shall be no communications between or among Potential Bidders and/or Acceptable Bidders, including Qualified Bidders, unless the Debtors' advisors (in consultation with the Consultation Parties) have authorized such communication in writing. The Debtors reserve the right, in their reasonable business judgment, to disqualify any Potential Bidders or Acceptable Bidders that have communications between or amongst themselves without the prior authorization of the Debtors' advisors. For the avoidance of doubt, the joining of Bids between Potential Bidders or Acceptable Bidders may be permitted by the Debtors in their reasonable business judgement, in consultation with the Consultation Parties.

As soon as practicable after the Bid Deadline and in any event prior to the Auction, the Debtors shall determine, in consultation with the Consultation Parties, which Acceptable Bidders

are Qualified Bidders and will notify the Acceptable Bidders whether Bids submitted constitute Qualified Bids, which will enable such Qualified Bidders to participate in the Auction. Any Bid that is not deemed a Qualified Bid shall not be considered by the Debtors; *provided* that if the Debtors receive a Bid prior to the Bid Deadline that does not satisfy the requirements of a Qualified Bid, the Debtors may provide the Acceptable Bidder with the opportunity and work with the Acceptable Bidder to remedy any deficiencies prior to the Auction.

V. Right to Credit Bid

Subject to the rights of parties in interest to object to or challenge the amount, validity, perfection, security, enforceability, priority, or extent of any claims (taking into account any applicable provisions of the DIP Order), any party that has a valid and perfected lien on any of the Assets (a "Secured Creditor") at the time of the Bid Deadline shall have the right to submit Credit Bids consisting of all or a portion of the value of such Secured Creditor's claims within the meaning of Bankruptcy Code section 363(k); *provided* that (i) a Secured Creditor shall have the right to Credit Bid its claim only with respect to the collateral by which such Secured Creditor's claim is secured and (ii) the rights of parties in interest are reserved to seek to limit any party's rights to submit Credit Bids "for cause" under Bankruptcy Code 363(k).

Any Credit Bid made by a Secured Creditor will be deemed to be a cash Bid solely for purposes of the Debtors' evaluation of Bids (including the Debtors' evaluation of Qualified Bids and subsequent bids); *provided, however*, that any Credit Bid must include a cash component and wind-down budget as part of such Credit Bid. Any Secured Creditor shall be deemed to be an Acceptable Bidder, shall be deemed to have submitted a Qualified Bid, and may participate in any Auction with respect to any Assets constituting collateral of such Secured Creditor without the requirement to submit a Good Faith Deposit or any Bid Documents other than a marked form of the Stalking Horse APA; *provided* that no other party other than the Prepetition Secured Parties (as defined in the Interim DIP Order) may Credit Bid on the Collateral (as defined in the Interim DIP Order) unless the entire amount of the Prepetition Secured Obligations (as defined in the Interim DIP Order) will be paid in full in cash on the closing of such Credit Bid transaction. No Secured Creditor submitting a Credit Bid shall be required to submit a Good Faith Deposit or any Bid Documents.

VI. Obtaining Due Diligence Access.

Only Acceptable Bidders shall be eligible to receive due diligence information, access to the Debtors' electronic data room, and additional non-public information regarding the Debtors. ***No Acceptable Bidder will be permitted to conduct any due diligence without entry into a Confidentiality Agreement***. Beginning on the date the Debtors determine that a party is an Acceptable Bidder, or as soon as reasonably practicable thereafter, the Debtors will provide such Acceptable Bidder with access to an electronic data room and reasonable due diligence information, as requested by such Acceptable Bidder, as soon as reasonably practicable after such request. The Debtors shall post substantially all written due diligence provided to any Acceptable Bidder to the Debtors' electronic data room for the benefit of all Acceptable Bidders, subject to the further provisions below.

Acceptable Bidders will not, directly, or indirectly, contact or initiate or engage in discussions in respect of matters relating to the Debtors or a potential transaction with any customer, supplier, or other contractual counterparty of the Debtors without the prior written consent of the Debtors. Notwithstanding the foregoing, nothing herein shall prohibit an Acceptable Bidder from discussing the aspects of a Bid pertaining to employees and employee obligations with a collective bargaining representative of the employees of an Asset it seeks to acquire so long as the Debtors provide their prior consent, not to be unreasonably withheld, delayed, or conditioned. The due diligence period will end on the Bid Deadline, and subsequent to the Bid Deadline the Debtors shall have no obligation to furnish any due diligence information.

In connection with the provision of due diligence information to Acceptable Bidders, the Debtors shall not furnish any confidential information relating to the Debtors or a potential transaction to any person except an Acceptable Bidder or such Acceptable Bidder's duly authorized representatives to the extent provided in an applicable Confidentiality Agreement.

The Debtors and their advisors shall coordinate all reasonable requests for additional information and due diligence access from Acceptable Bidders; *provided* that the Debtors may decline to provide such information to Acceptable Bidders who, in the Debtors' reasonable business judgment have not established, or who have raised doubt, that such Acceptable Bidders intend in good faith to, or have the capacity to, consummate a Transaction(s). For any bidder who is a competitor or customer of the Debtors or is affiliated with any competitors or customers of the Debtors, or otherwise presents a *bona fide* competitive or strategic concern, the Debtors reserve the right, in consultation with the Consultation Parties, to withhold or modify any diligence materials that the Debtors determine are business-sensitive or otherwise inappropriate for disclosure to such bidder.

The Debtors shall keep the Consultation Parties reasonably informed of all interested parties that become Acceptable Bidders and the status of their due diligence.

A. Communications with Acceptable Bidders (including Qualified Bidders).

Notwithstanding anything to the contrary in these Bidding Procedures, all substantive direct communications, including any diligence requests, with Acceptable Bidders (including any Qualified Bidders) shall be through Jefferies.

B. Due Diligence from Acceptable Bidders (including Qualified Bidders).

Each Acceptable Bidder (including any Qualified Bidder) shall comply with all reasonable requests for additional information and due diligence access requested by the Debtors or their advisors and their respective advisors, regarding the ability of such Acceptable Bidder (including any Qualified Bidder) to consummate its contemplated transaction. Failure by an Acceptable Bidder (including any Qualified Bidder, other than the Stalking Horse Bidder, if any) to comply with such reasonable requests for additional information and due diligence access may be a basis for the Debtors to determine that such bidder is no longer an Acceptable Bidder (including any Qualified Bidder, other than the Stalking Horse Bidder, if any) or that a bid made by such bidder is not a Qualified Bid.

Jeffrey Finger, Jaspinder Kanwal, and James Burgoyne at Jefferies, LLC shall coordinate all requests for additional information and due diligence access on behalf of the Debtors. They can be reached at (project.genie.core@jefferies.com).

VII. Bid Deadline.

Binding Bids must be submitted in writing to the following parties (the "Bid Notice Parties") so as to be **actually received** no later than 12:00 p.m., prevailing Central Time, on November 7, 2025 (the "Bid Deadline"), unless otherwise extended by the Debtors in their reasonable business judgment following consultation with the Consultation Parties.

(i) proposed counsel to the Debtors, McDermott Will & Schulte LLP, 2501 North Harwood Street, Suite 1900, Dallas, TX 75201 (Attn: Marcus A. Helt (mhelt@mwe.com) and Jack G. Haake (jhaake@mwe.com)), and 1180 Peachtree St. NE, Suite 3350, Atlanta, GA 30309 (Attn: Daniel M. Simon (dsimon@mwe.com)), and 444 West Lake Street, Suite 4000, Chicago, IL 60606 (Attn: William A. Guerrieri (wguerrieri@mwe.com) and Emily C. Keil (ekeil@mwe.com)); and

(ii) the Debtors' proposed investment banker, Jefferies, LLC, 520 Madison Avenue, 6th Floor, New York, NY 10022 (Attn: Jeffrey Finger, Jaspinder Kanwal, and James Burgoyne (project.genie.core@jefferies.com)).

The Debtors may extend the Bid Deadline for any reason whatsoever, in their reasonable business judgment, in consultation with the Consultation Parties, for all or certain Acceptable Bidders; *provided*, *however*, that that any changes to the dates and deadlines set forth herein shall comply with the DIP Milestones (unless otherwise consented to by the DIP Lenders).

The Debtors agree to share all Binding Bids received with the Committee's advisors as soon as practicable but in any event no later than one (1) day after the receipt of such Binding Bids.

VIII. Evaluation of Qualified Bids.

For the avoidance of doubt, Potential Bidders are not required to bid on all of the Debtors' Assets or include cash and non-cash consideration of a value that exceeds the value of the Stalking Horse Bid in order to be a Qualified Bid and participate in the Auction. The Debtors, in consultation with the Consultation Parties, will evaluate Bids for all Assets, combinations of Assets, or any asset and determine whether such Bids are Qualified Bids.

The Debtors will consider all Qualified Bids (and subsequent bids), on their own and in combination with other Qualified Bids (and subsequent bids), in determining the Starting Bid and the Successful Bidder(s), in each case as discussed below.

The Debtors shall evaluate Qualified Bids and identify the Qualified Bid (or combination of Qualified Bids) that is, in the Debtors' reasonable business judgment, in consultation with the Consultation Parties, the highest or otherwise best Qualified Bid or combination of Qualified Bids

for any Assets (the "Starting Bid"). The Debtors shall promptly (and in no event later than twenty-four (24) hours after receipt by the Debtors) provide to the Office of the United States Trustee for Region 6 (the "U.S. Trustee") and the Consultation Parties copies of all Bids received by the Debtors, including the Starting Bid; *provided* that the U.S. Trustee and the Consultation Parties must treat such Bids and any related information as confidential and shall not publicly disclose such information without the written consent of the Debtors and the applicable bidder.

IX. Expense Reimbursement.

Pursuant to the Bidding Procedures Order, the Stalking Horse Bidder is entitled to the Expense Reimbursement on the terms set forth in the Stalking Horse APA, in an amount up to $750,000.

Except as otherwise set forth herein, no person or entity, shall be entitled to any expense reimbursement, breakup fees, "topping," termination, or other similar fee or payment, and by submitting a bid, such person or entity is deemed to have waived their right to request or to file with this Court any request for expense reimbursement or any fee of any nature, whether by virtue of Bankruptcy Code section 503(b) or otherwise.

X. No Qualified Bids.

If no Qualified Bids other than the Stalking Horse Bid are received for the Assets included in the Stalking Horse Bid by the applicable Bid Deadline, then the Debtors may cancel the Auction with respect to such Assets in consultation with the Consultation Parties. If the Stalking Horse Bid is the only Qualified Bid received by the applicable Bid Deadline, the Debtors may decide, in their reasonable business judgment, and in consultation with the Consultation Parties, to designate the Stalking Horse Bid as the Successful Bid as to the applicable Assets and pursue entry of an order approving a Transaction(s) with respect to such Assets to the Stalking Horse Bidder pursuant to the Stalking Horse APA. The Debtors shall promptly file notice of any cancellation of the Auction and/or designation of the Stalking Horse Bid, where applicable, as the Successful Bid with the Court.

XI. Auction.

Other than as expressly set forth herein, if the Debtors receive more than one Qualified Bid for any particular Asset or portion of Assets by the Bid Deadline, the Debtors shall conduct an Auction to determine the Successful Bidder (or Back-Up Bidder, as applicable) in their reasonable business judgment, in consultation with the Consultation Parties, with respect to such Assets or portion of Assets in accordance with the Auction Procedures (defined below). If the Debtors do not receive a Qualified Bid other than the Stalking Horse Bid for any particular Asset by the applicable Bid Deadline, the Debtors will not conduct an Auction with respect to such Asset.

If the Debtors determine, in consultation with the Consultation Parties, that they have received no Qualified Bids other than the Stalking Horse Bid, then the Auction will not occur, and the Stalking Horse Bid or the Qualified Bid will be deemed to be the Successful Bid for the Assets to which the Stalking Horse Bid relates. The Debtors shall file a notice with the Court within one business day of making such a determination.

The Auction, if necessary, shall commence on November 13, 2025, at 10:00 a.m., prevailing Central Time, or such other time or other place as the Debtors determine in consultation with the Consultation Parties.

The Auction will be conducted in accordance with the following procedures (the "Auction Procedures"):

a. only Qualified Bidders may participate in or make subsequent Bids at the Auction;

b. only the Debtors, Qualified Bidders, the Consultation Parties, the U.S. Trustee, and such parties' representatives and advisors may attend the Auction; *provided* that Qualified Bidders may appear through a duly authorized representative (other than their counsel) bearing a valid and enforceable power of attorney or other written proof evidencing their ability to bind the applicable Qualified Bidder, which document(s) shall be delivered to the Debtors prior to the commencement of the Auction;

c. the Debtors, with the assistance of their advisors, shall direct and preside over any Auction;

d. at the commencement of the Auction, the Debtors may announce modified or additional procedures for conducting the Auction and related rules governing the Auction, including time periods available to all Qualified Bidders to submit successive bid(s), or otherwise modify the Bidding Procedures, in each case in consultation with the Consultation Parties *provided* that material modifications to the Auction Procedures may only be made with the consent of the DIP Lenders (not to be unreasonably withheld, delayed, or conditioned);

e. bidding shall begin with the Starting Bid;

f. subsequent bids or combinations of subsequent bids (each, an "Overbid") may only be made at the Auction and shall be at least (i) a $2 million increase in cash, cash equivalents, or other such consideration that the Debtors, in their reasonable business judgment, in consultation with the Consultation Parties, deem equivalent (including the right of any Secured Creditor to Credit Bid any remaining amounts of its secured claim in accordance with these Bidding Procedures) over the previous bid *plus* (ii) solely with respect to the first Overbid, an additional $3 million plus the amount of the Expense Reimbursement under the Stalking Horse APA (a "Minimum Overbid"), and each successive Overbid shall exceed the then-existing Overbid by an incremental amount that is not less than $2 million. The Debtors may, in their reasonable business judgment and in consultation with the Consultation Parties announce increases or reductions to the Minimum Overbid at any time during any Auction. For the avoidance of doubt, each successive Bid or combination of subsequent bids that a Qualified Bidder or Qualified Bidders may submit at any Auction must contain a Purchase Price in cash, cash equivalents, or such other consideration that the Debtors, in their reasonable business judgment, in consultation with the Consultation Parties, deem equivalent (including the right of

any Secured Creditor to Credit Bid any remaining amounts of its secured claim in accordance with these Bidding Procedures) that exceeds the then-existing highest Bid by at least the amount of the Minimum Overbid;

g. each Qualified Bidder will be permitted a reasonable time to respond to previous bids at the Auction, as determined by the Debtors;

h. during the course of the Auction, the Debtors shall, after submission of each Overbid, promptly inform each Qualified Bidder of the terms of such Overbid and inform each Qualified Bidder whether such Overbid reflects, in the Debtors' view, in consultation with the Consultation Parties, the then highest or otherwise best bid(s) for the applicable Assets;

i. to remain eligible to participate in the Auction, in each round of bidding, each Qualified Bidder or combination of Qualified Bidders must submit an Overbid with respect to such round of bidding and to the extent a Qualified Bidder or combination of Qualified Bidders fails to submit an Overbid with respect to such round of bidding, such Qualified Bidder or combination of Qualified Bidders shall be disqualified from continuing to participate in the Auction; *provided* that the Debtors may waive such requirement in their reasonable business judgment in consultation with the Consultation Parties;

j. the Auction will be transcribed to ensure an accurate recording of the bidding at the Auction;

k. each Qualified Bidder will be required to confirm on the record that it has not engaged, and will not engage, in any collusion with respect to the bidding or any Transaction(s). For the avoidance of doubt, this requirement does not restrict Qualified Bidder(s) from working with other Qualified Bidder(s) with the Debtors' prior written consent, and the Debtors provide their consent for the DIP Lenders to work together in submitting a Bid;

l. each Qualified Bidder will be required to confirm on the record that its bid is a good faith, *bona fide* offer and it intends to consummate the Transaction(s) if selected as the Successful Bid in accordance with these Bidding Procedures (as may be modified in accordance herewith at the Auction);

m. subject to each Debtor's fiduciary obligations, including as set forth herein, the Debtors will not consider bids made after the Auction has been closed;

n. the Debtors, in their reasonable business judgment in consultation with the Consultation Parties, may (a) determine which Qualified Bid or combination of Qualified Bids is the highest or otherwise best offer, (b) reject, at any time before entry of an order of the Court approving a Successful Bid, any Bid that the Debtors determine is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code, the Bidding Procedures, or the terms and conditions of the Transaction(s), or (iii) contrary to the best interests of the Debtors,

their estates, their creditors, and other stakeholders, and (c) impose such other terms and conditions upon Qualified Bidders as the Debtors determine to be in the best interests of the Debtors' estates in these Chapter 11 Cases;

o. the Debtors have the right to request any additional information that will allow the Debtors to make a reasonable determination as to a Qualified Bidder's financial and other capabilities to consummate the transactions contemplated by their proposal and any further information that the Debtors believe is reasonably necessary to clarify and evaluate any Bid made by a Qualified Bidder during the Auction;

p. the Debtors reserve the right, in their reasonable business judgment in consultation with the Consultation Parties, to adjourn the Auction one or more times to, among other things, (a) facilitate discussions between the Debtors and Qualified Bidders, (b) allow Qualified Bidders the opportunity to consider how they wish to proceed, and (c) provide Qualified Bidders the opportunity to provide the Debtors with such additional evidence as the Debtors, in their reasonable business judgment, may require that the Qualified Bidder has sufficient internal resources or has received sufficient non-contingent debt and/or equity funding commitments to consummate the proposed transaction at the prevailing amount;

q. notwithstanding anything herein to the contrary, the Debtors, in consultation with the Consultation Parties, may at any time choose to adjourn the Auction by announcement at the Auction. The Debtors shall promptly file notice of such adjournment with the Court;

r. the Debtors, in consultation with the Consultation Parties, reserve the right to further amend, waive, or otherwise modify the Auction Procedures at any time; and

s. Professionals and representatives of any union shall be entitled to attend and observe any Auction at which an Asset where the union members work is being auctioned, so long as the union provides written notice of its intent to attend the Auction at least one (1) day prior to the Auction (or such lesser notice as may be reasonable and practicable), which written notice shall be sent to counsel for the Debtors via electronic mail. Prior to any Auction for an Asset which employes members of the union, the Debtors shall share with counsel to the union any portion of the Qualified Bids which specify the treatment of employees or collective bargaining agreements, subject to the terms of any reasonable confidentiality agreement.

For the avoidance of doubt, nothing in the Auction Procedures will prevent the Debtors from exercising their respective fiduciary duties under applicable law (as reasonably determined in good faith by the Debtors, in consultation with counsel).

XII. Acceptance of the Successful Bid.

The Auction shall continue until (i) there is only one Qualified Bid or a combination of Qualified Bids that the Debtors determine, in their reasonable business judgment, with the consent of the DIP Lenders (not to be unreasonably withheld, delayed or conditioned) and in consultation with the Consultation Parties, and in a manner consistent with the exercise of their fiduciary duties and outlined below in further detail, is the Successful Bid, and (ii) the Debtors determine, in their reasonable business judgment in consultation with the Consultation Parties, that further bidding is unlikely to result in a different Successful Bid or Successful Bids that would be reasonably acceptable to the Debtors, at which point, the Auction will be closed.

When determining the highest or otherwise best Qualified Bid (or a combination of Qualified Bids), as compared to other Qualified Bids, the Debtors, in consultation with the Consultation Parties, may consider the following factors in addition to any other factors that the Debtors deem appropriate: (a) the amount and nature of the total consideration, which includes but is not limited to, assumed liabilities (administrative liabilities, Cure Costs), and the amount of Executory Contracts and Unexpired Leases that will be assumed; (b) the likelihood of the Qualified Bidder's ability to close a transaction and the timing thereof; (c) the net economic effect of any changes to the value to be received by each of the Debtors' estates from the transaction contemplated by the Bid Documents; (d) the Debtors' regulatory requirements; (e) the tax consequences of such Qualified Bid; (f) the certainty of a Qualified Bid leading to a confirmed chapter 11 plan; (g) operating history, including financial performance and any material survey issues, any investigations, or corporate integrity agreements related to the Qualified Bidder's operations; (h) the impact on non-insider employees, collective bargaining agreements and employee benefit plans, and the proposed treatment of employee obligations owing to such non-insider employees and plans; and (i) any other consideration that may impact the Debtors' stakeholders.

Any Qualified Bidder that submits a Successful Bid will be deemed a successful bidder (the "Successful Bidder") with respect to the Assets contemplated for the purchase pursuant to such Successful Bid. The Debtors shall file notice of the Successful Bid and the Successful Bidder with the Court within one (1) business day after conclusion of the Auction. Following conclusion of the Auction (if any) and selection of a Successful Bidder, the Debtors shall present the results of the Auction (if any) at the Sale Hearing and shall seek Court approval to enter into a binding purchase agreement with the Successful Bidder on the terms of the Successful Bid (the order approving such entry, the "Definitive Purchase Agreement Order"). For the avoidance of doubt, the Definitive Purchase Agreement Order shall deem the Debtors' selection of the Successful Bid final and, subject to the designation of the Back-Up Bid, the Debtors shall not solicit and /or accept any further bids or offers to submit a bid after such selection; *provided* that, notwithstanding anything to the contrary in these Bidding Procedures, nothing in these Bidding Procedures shall require the board of directors, board of managers, or such similar governing body of any Debtor to take or refrain from taking any action that the Debtors determined in good faith, in consultation with counsel, would be inconsistent with applicable law or its fiduciary obligations under applicable law.

Within one business day of the selection of the Successful Bidder, such Successful Bidder (including both the Stalking Horse Bidder, if any, and Back-Up Bidder, if applicable) shall make

a cash deposit, in addition to its Good Faith Deposit, in an amount calculated on the basis of the increased aggregate purchase price, submitted by wire transfer of immediately available funds to an escrow account to be identified and established by the Debtors pursuant to a customary and reasonable escrow agreement. Each Successful Bidder and the Debtors shall, as soon as reasonably practicable, complete and sign all agreements, contracts, instruments, or other documents evidencing and containing the terms upon which each such Successful Bid was made.

XIII. Designation of Back-Up Bidder.

The Back-Up Bid to purchase any applicable Assets (the "Back-Up Bidder") will be determined by the Debtors, with the consent of the DIP Lenders (not to be unreasonably withheld, delayed or conditioned) and in consultation with the Consultation Parties, at the conclusion of the Auction and will be announced at that time to all the Qualified Bidders participating in the Auction. The Debtors' selection of a Back-Up Bid shall be deemed final, and the Debtors shall not accept any further bids or offers to submit a bid after such selection; *provided* that, notwithstanding anything to the contrary in these Bidding Procedures, nothing in these Bidding Procedures shall require the board of directors, board of managers, or such similar governing body of any Debtor to take or refrain from taking any action that the Debtors determined in good faith, in consultation with counsel, would be inconsistent with applicable law or its fiduciary obligations under applicable law. The Debtors will be authorized, but not required, to consummate the Transaction(s) with the Back-Up Bidder without further order of the Court, so long as such Back-Up Bid shall have been approved in connection with the Court's approval of the Successful Bid, or subject to Court approval if not.

If for any reason a Successful Bidder fails to consummate the purchase of such Assets within the time permitted, then the Back-Up Bidder will automatically be deemed to have submitted the Successful Bid for such Assets, and the Back-Up Bidder shall be deemed a Successful Bidder for such Assets and shall be required to consummate any Transaction(s) with the Debtors as soon as is reasonably practicable without further order of the Court, upon twenty-four (24) hours' advance notice filed with the Court. To the extent any objections are raised and remain unresolved, the Court may schedule a hearing on an expedited basis to adjudicate such objection.

The Back-Up Bid shall remain open and irrevocable until the earliest to occur of (i) ninety (90) days following the hearing to consider the applicable order approving the Transaction(s) (the "Sale Order"), (ii) consummation of a Transaction(s) with one or more Successful Bidders at an Auction, and (iii) the release of such Back-Up Bid by the Debtors in writing (the "Back-Up Termination Date"); *provided* that the Back-Up Termination Date shall be subject to the terms and conditions set forth in the Stalking Horse APA. The Debtors shall return the Back-Up Bidder's deposit owed within five (5) business days of the Back-Up Termination Date.

XIV. Approval of the Transaction(s).

A hearing to consider approval of each Transaction(s) (the "Sale Hearing"), is currently scheduled to take place on November 18, 2025, at 9:30 a.m., prevailing Central Time, before the Honorable Stacey G. Jernigan, at the United States Bankruptcy Court for the Northern District of Texas, Earle Cabell Federal Building, 1100 Commerce Street, 14th Floor, Courtroom 1, Dallas,

Texas 75242, or conducted consistent with the procedures established pursuant to the Court's standing orders.

At the Sale Hearing, certain findings will be sought from the Court regarding the Auction, including, among other things, that: (i) the Auction was conducted, and the Successful Bidder was selected, in accordance with the Bidding Procedures; (ii) the Auction was fair in substance and procedure; (iii) the Successful Bid was a Qualified Bid as defined in the Bidding Procedures; and (iv) consummation of any Transaction(s) as contemplated by the Successful Bid in the Auction will provide the highest or otherwise best offer for the applicable Assets and is in the best interests of the Debtors and their estates. **The Sale Hearing may be continued to a later date by the Debtors, in consultation with the Consultation Parties, by sending notice to creditors or other parties in interest prior to, or making an announcement at, the Sale Hearing. No further notice of any such continuance will be required to be provided to any party (including the Stalking Horse Bidder, if any).**

Objections to the Transaction(s) and the Sale Order must: (i) be in writing and specify the nature of such objection; (ii) comply with the Bankruptcy Code, Bankruptcy Rules, Local Rules, and all orders of the Court; and (iii) be filed with the Court and served so as to be actually received by the Debtors, the Bid Notice Parties, counsel to the DIP Lenders, and the foregoing parties' respective counsel by October 17, 2025, at 4:00 p.m., prevailing Central Time.

XV. Return of Good Faith Deposit.

The Good Faith Deposit(s) of the Successful Bidder or Successful Bidders, if any, will, upon consummation of the Successful Bid or Successful Bids, become property of the Debtors' estates and be credited to the portion of such Successful Bidder's or Successful Bidders' applicable Purchase Price.

If the Successful Bidder or Successful Bidders (or Back-Up Bidder or Back-Up Bidders, if applicable), if any, fails to consummate the Successful Bid or Successful Bids (or Back-Up Bid or Back-Up Bids, if applicable), then the Good Faith Deposit(s) of such Successful Bidder or Successful Bidders (or Back-Up Bidder or Back-Up Bidders, if applicable) will be irrevocably forfeited to the Debtors and may be retained by the Debtors as liquidated damages, in addition to any and all rights, remedies, or causes of action that may be available to the Debtors.

The Good Faith Deposits of any unsuccessful Qualified Bidders (except for any Back-Up Bidder or Back-Up Bidders and the Stalking Horse Bidder) will be returned within five (5) business days after entry of the Sale Order of the applicable Transaction(s) or upon the permanent withdrawal of the applicable proposed Transaction(s).

The Good Faith Deposit(s) of any Back-Up Bidder or Back-Up Bidders, if any, will be returned to such Back-Up Bidder or Back-Up Bidders no later than five (5) business days of the Back-Up Termination Date.

The return of any Good Faith Deposits of the Stalking Horse Bidder will be subject to the terms of the applicable Stalking Horse APA. All such Good Faith Deposits shall be held in escrow and at no time shall be deemed property of the Debtors' estates absent further order of the Court.

XVI. Reservation of Rights.

The Debtors shall be entitled to modify these Bidding Procedures in their reasonable business judgment and in a manner consistent with the exercise of their fiduciary duties, with the consent of the DIP Lenders (not to be unreasonably withheld, delayed or conditioned) and in consultation with the Consultation Parties, in any manner that will best promote the goals of the bidding process or the Bidding Procedures, or impose, at or before the Auction (if held), additional customary terms and conditions on the sale of the applicable Assets, including, without limitation: (i) extending the deadlines set forth in the Bidding Procedures; (ii) adjourning the Auction; (iii) adding procedural rules that are reasonably necessary or advisable under the circumstances for conducting the Auction (if held); (iv) canceling the Auction; (v) rejecting any or all Bids or Qualified Bids; and (vi) adjusting the applicable minimum Overbid increment.

All parties expressly reserve all of their rights (and do not waive any such rights) to seek Court relief with regard to the Auction, the Bidding Procedures, the Transaction(s), and any related items (including, if necessary, to seek an extension of the Bid Deadline).

XVII. Consent to Jurisdiction.

All Qualified Bidders at the Auction shall be deemed to have consented to the core jurisdiction of the Court and waived any right to a jury trial in connection with any disputes relating to the Auction, the Sale, the Transaction(s) and the construction and enforcement of these Bidding Procedures, any written indications of interest, Preliminary Bid Documents, the Bids, the Bid Documents, and any and all other agreements entered into in connection with any proposed Transaction(s), as applicable, and consented to the entry of a final order or judgment in any way related to these Bidding Procedures, the bid process, the Auction, the Sale Hearing, or the construction and enforcement of any agreement or any other document relating to the Sale any Transaction(s) if it is determined that the Court would lack Article III jurisdiction to enter such a final order or judgment absent the consent of the parties.

Any parties raising a dispute relating to these Bidding Procedures must request that such dispute be heard by the Court on an expedited basis.

XVIII. Fiduciary Out.

Notwithstanding anything to the contrary in these Bidding Procedures or any document filed with the Court, nothing in these Bidding Procedures or the Bidding Procedures Order shall require a Debtor or its board of directors, board of managers, or similar governing body of a Debtor, or special committee of any board of any Debtor, to take any action or to refrain from taking any action related to any Transaction(s) or with respect to these Bidding Procedures, to the extent such Debtor, board of directors, board of managers, or such similar governing body determines in good faith, in consultation with counsel, that taking or failing to take such action, as

applicable, would be inconsistent with applicable law or its fiduciary obligations under applicable law.

Further, notwithstanding anything to the contrary in these Bidding Procedures, the Bidding Procedures Order, or any document filed with the Court, through the date of the Auction (if held), nothing in these Bidding Procedures or the Bidding Procedures Order shall diminish the right of the Debtors and their respective directors, officers, managers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives to: (a) consider, respond to, and facilitate alternate proposals for sales or other transactions involving any or all of the Assets (each an "Alternate Proposal"); (b) provide access to non-public information concerning the Debtors to any entity or enter into confidentiality agreements or nondisclosure agreements with any entity with respect to Alternative Proposals; (c) maintain or continue discussions or negotiations with respect to Alternate Proposals; (d) otherwise cooperate with, assist, participate in, or facilitate any inquiries, proposals, discussions, or negotiations of Alternate Proposals; and (e) enter into or continue discussions or negotiations with any person or entity regarding any Alternate Proposal.

Schedule 1

Auction Notice

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

In re:	)	Chapter 11
GENESIS HEALTHCARE, INC., *et al.*,[7]	)	Case No. 25-80185 (SGJ)
Debtors.	)	(Jointly Administered)

NOTICE OF SALE BY AUCTION AND SALE HEARING

PLEASE TAKE NOTICE that on [_____], the United States Bankruptcy Court for the Northern District of Texas (the "Court") entered the *Order (I) Approving Bidding Procedures and Expense Reimbursement, (II) Approving the Debtors' Entry Into the Stalking Horse APA with Stalking Horse Bidder and Subject to Higher or Otherwise Better Offers at the Auction in Accordance with the Bidding Procedures, (III) Scheduling Certain Dates and Deadlines, (IV) Approving the Form and Manner of Notice Thereof, and (V) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases* [Docket No. [_]] (the "Bidding Procedures Order")[8] in the Chapter 11 Cases of the above-captioned debtors and debtors in possession (collectively, the "Debtors").

PLEASE TAKE FURTHER NOTICE that the Debtors are soliciting offers for the purchase of substantially all or a portion of the Assets consistent with the bidding procedures (the "Bidding Procedures") approved by the Court pursuant to the Bidding Procedures Order. **All interested bidders should carefully read the Bidding Procedures and Bidding Procedures Order**. To the extent that there are any inconsistencies between this notice and the Bidding Procedures or Bidding Procedures Order, the Bidding Procedures or Bidding Procedures Order, as applicable, shall govern in all respects.

PLEASE TAKE FURTHER NOTICE that, if the Debtors receive qualified competing bids within the requirements and time frame specified by the Bidding Procedures, the Debtors will conduct an auction, if any (the "Auction"), of the Assets **on November 13, 2025 at 10:00 a.m., prevailing Central Time**, at the offices of the proposed counsel to the Debtors: McDermott Will & Schulte, LLP, 2801 N. Harwood Street, Suite 2600, Dallas, Texas 75201-1574.

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[7] 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.

[8] Capitalized terms used but not defined in this notice have the meanings given to them in the Bidding Procedures Order.

PLEASE TAKE FURTHER NOTICE that only the Debtors, Qualified Bidders, the U.S. Trustee, the Consultation Parties, and any other parties as the Debtors may determine to include in their reasonable discretion, in each case, along with their representatives and advisors, shall be entitled to attend the Auction, and only Qualified Bidders will be entitled to make Overbids at the Auction. **All interested or potentially affected parties should carefully read the Bidding Procedures and the Bidding Procedures Order**.

PLEASE TAKE FURTHER NOTICE that the Debtors will seek approval of the Transaction(s) at a hearing scheduled to commence on or before **November 18, 2025 at 9:30 a.m., prevailing Central Time**, (the "Sale Hearing") before the Honorable Stacey G. Jernigan, at the United States Bankruptcy Court for the Northern District of Texas, Earle Cabell Federal Building, 1100 Commerce Street, 14th Floor, Courtroom 1, Dallas, Texas 75242, or conducted consistent with the procedures established pursuant to the Court's standing orders.

PLEASE TAKE FURTHER NOTICE that the deadline to object to consummation or approval of the Transaction(s) or the proposed Cure Costs or the assumption and assignment of Executory Contracts or Unexpired Leases is **October 17, 2025, at 4:00 p.m., prevailing Central Time** (the "Sale Objection Deadline").

PLEASE TAKE FURTHER NOTICE that the deadline to object to the identity of the Successful Bidder (other than the Stalking Horse Bidder), the terms of the Successful Bid to the extent they vary from the Stalking Horse Bid, or adequate assurance of future performance by the Successful Bidder is **November 17, 2025, at 12:00 p.m., prevailing Central Time** (the "Post-Auction Objection Deadline").

PLEASE TAKE FURTHER NOTICE that all objections must: (a) be in writing; (b) conform to the applicable provisions of the Bankruptcy Rules and the Local Rules; and (c) state with particularity the legal and factual bases for the objection and the specific grounds therefor; and (d) be filed with the Court and served so as to be ***actually received*** **on or before the applicable deadlines listed above** by the following parties: (i) Genesis Healthcare, Inc., c/o Ankura Consulting Group, LLC, 2021 McKinney Ave. Suite 340, Dallas, TX 75201 (Attn: Louis E. Robichaux IV (louis.robichaux@ankura.com)); (ii) proposed counsel to the Debtors, McDermott Will & Schulte LLP, 2501 North Harwood Street, Suite 1900, Dallas, TX 75201 (Attn: Marcus A. Helt (mhelt@mwe.com) and Jack G. Haake (jhaake@mwe.com)), and 1180 Peachtree St. NE, Suite 3350, Atlanta, GA 30309 (Attn: Daniel M. Simon (dsimon@mwe.com)), and 444 West Lake Street, Suite 4000, Chicago, IL 60606 (Attn: William A. Guerrieri (wguerrieri@mwe.com) and Emily C. Keil (ekeil@mwe.com)); (iii) the Office of the United States Trustee for Region 6, Office of The United States Trustee Earle Cabell Federal Building 1100 Commerce Street, Room 976, Dallas, TX 75242, (Attn: Meredyth A. Kippes (Meredyth.Kippes@usdoj.gov)); (iv) proposed counsel to the Committee, (a) Proskauer Rose LLP, Eleven Times Square, New York, NY, 10036 (Attn: Brian S. Rosen (brosen@proskauer.com), Ehud Barak (ebarak@proskauer.com), Daniel Desatnik (ddesatnik@proskauer.com), and Timothy Q. Karcher (tkarcher@proskauer.com)) and 70 West Madison, Suite 3800, Chicago, IL 60602 (Attn: Paul V. Possinger (ppossinger@proskauer.com); and (b) Stinson LLP, 1201 Walnut Street, Suite 2900, Kansas City, MO 64106 (Attn: Nicholas Zluticky (nicholas.zluticky@stinson.com), Zachary Hemenway (zachary.hemenway@stinson.com), and Miranda Swift (miranda.swift@stinson.com)); (v) counsel to Markglen, LLC, Gibson, Dunn & Crutcher LLP, 2001 Ross Avenue, Suite 2100,

Dallas, TX 75201 (Attn: John T. Cox III (tcox@gibsondunn.com)) and 333 South Grand Avenue, Los Angeles, CA 90071 (Attn: Jeffrey C. Krause (jkrause@gibsondunn.com) and Michael G. Farag (mfarag@gibsondunn.com)); (vi) counsel to OHI Mezz Lender LLC, Goodwin Proctor LLP, The New York Times Building, 620 Eighth Avenue, New York, NY 10018 (Attn: Robert J. Lemons (rlemons@goodwinlaw.com)), and Ferguson Braswell Fraser Kubasta PC, 2500 Dallas Parkway, Suite 600, Plano, TX 75093 (Attn: Leighton Aiken (laiken@fbfk.law)); (vii) counsel to White Oak Healthcare Finance, LLC, Blank Rome LLP, 444 West Lake Street, Suite 1650, Chicago, IL 60606 (Attn: Kenneth J. Ottaviano (ken.ottaviano@blankrome.com) and Paige Tinkham (paige.tinkham@blankrome.com)); and (viii) counsel to WAX Dynasty Partners LLC and the Stalking Horse Bidder, DLA Piper LLP, 1900 N. Pearl St., Suite 2200, Dallas, TX 75201 (Attn: James Muenker (james.muenker@us.dlapiper.com)).

CONSEQUENCES OF FAILING TO TIMELY MAKE AN OBJECTION

ANY PARTY OR ENTITY WHO FAILS TO TIMELY MAKE AN OBJECTION TO THE SALE OR TRANSACTION, AS APPLICABLE, ON OR BEFORE THE SALE OBJECTION DEADLINE OR THE POST-AUCTION DEADLINE, AS APPLICABLE, IN ACCORDANCE WITH THE BIDDING PROCEDURES ORDER SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO THE SALE, INCLUDING WITH RESPECT TO THE TRANSFER OF THE APPLICABLE DEBTORS' ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, EXCEPT AS MAY BE SET FORTH IN THE APPLICABLE PURCHASE AGREEMENT.

[*Remainder of Page Intentionally Left Blank*]

Dated: [_____], 2025
Dallas, Texas

MCDERMOTT WILL & SCHULTE LLP

Marcus A. Helt (TX 24052187)
Jack G. Haake (TX 24127704)
Grayson Williams (TX 24124561)
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- and -

Daniel M. Simon (admitted *pro hac vice*)
Emily C. Keil (admitted *pro hac vice*)
William A. Guerrieri (admitted *pro hac vice*)
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lfoody@mwe.com

Proposed Counsel for the Debtors and Debtors-in-Possession

Exhibit 2

Stalking Horse APA

Execution Version
Confidential

ASSET PURCHASE AGREEMENT

DATED AS OF AUGUST 20, 2025

BY AND AMONG

GENESIS HEALTHCARE, INC., TOGETHER WITH ITS SUBSIDIARIES SET FORTH ON SCHEDULE 1 HERETO
as Sellers

AND

CPE 88988 LLC
as Buyer

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is dated as of August 20, 2025 (the "Execution Date"), by and among **GENESIS HEALTHCARE, INC. ("GENESIS"), TOGETHER WITH ITS SUBSIDIARIES SET FORTH ON SCHEDULE 1 HERETO** (each, a "Seller" and collectively, "Sellers" or "Debtors") and **CPE 88988 LLC OR ITS DESIGNEE(S)** ("Buyer").

RECITALS:

A. Sellers own and/or operate assets that are utilized in the business of providing short-term post-acute, rehabilitation, skilled nursing and long-term care services, including (a) operating skilled nursing facilities and assisted and/or independent living facilities, including the Facilities, and providing related inpatient services, medical management, and memory and cognitive support thereto (the "Inpatient Business"), (b) providing rehabilitation services, including physical therapy, occupational therapy, speech therapy, respiratory therapy, and wellness services to affiliated facilities, unaffiliated third-party operators, transitional care units, and mobile platforms (the "Rehabilitation Business") (c) ancillary businesses, including respiratory therapy services, a captive accountable care organization, and a national medical group specializing in sub-acute, skilled nursing, and long-term patient care, among other administrative and management services (the "Ancillary Business"), and (d) ownership interests in certain Joint Ventures that hold real property and other interests in various skilled nursing facilities (the "JV Business" and, together with the Inpatient Business, Rehabilitation Business, and the Ancillary Business, the "Business");

B. On July 9, 2025 (the "Petition Date"), Sellers filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "Bankruptcy Court"), thereby commencing chapter 11 cases that are jointly administered under the case captioned "In re: Genesis Healthcare, Inc. (Case No. 25-80185 (SGJ))" (the "Bankruptcy Case");

C. On July 15, 2025, Sellers filed a motion in the Bankruptcy Case [Docket No. 117] (the "Bidding Procedures Motion") seeking entry of an order (the "Bidding Procedures Order"), *inter alia*, (a) approving the bidding procedures attached thereto as Exhibit 1 (the "Bidding Procedures"), by which the Debtors will solicit and select the highest or otherwise best offer(s) for the sale or sales of all, substantially all, or any portion of the Assets pursuant to Section 363 of the Bankruptcy Code; (b) authorizing Sellers to select Buyer as the Stalking Horse Bidder pursuant to this Agreement; (c) authorizing and approving, if and to the extent payable pursuant to the terms of the Bidding Procedures and this Agreement, the Expense Reimbursement; (d) scheduling certain dates and deadlines; (e) approving the manner of notice of the Auction and Sale Hearing; (f) approving procedures for the assumption and assignment of certain Executory Contracts and Unexpired Leases in connection with the Contemplated Transaction(s), if any; and (g) authorizing the assumption and assignment of Assumed Contracts;

D. All capitalized terms used herein which are not defined when initially used are defined below or in the Bidding Procedures Motion;

E. Sellers desire to sell, transfer, convey and assign to Buyer, and Buyer desires to purchase, acquire, accept and assume from Sellers pursuant to this Agreement, the Operations Transfer Agreements, the Bidding Procedures, the Bidding Procedures Order, the Sale Order and Sections 105, 363, and 365 of the Bankruptcy Code, the Purchased Assets, Business, and Assumed Liabilities of the Sellers on the terms and subject to the conditions as specifically provided herein;

F. In connection with the foregoing, the applicable Seller wishes to transfer and transition the operations of the applicable Facility from the applicable Seller to Buyer subject to the terms and conditions of this Agreement and the applicable Operations Transfer Agreement.

G. The execution and delivery of this Agreement and Sellers' ability to consummate the transactions set forth in this Agreement are subject to, among other things, the entry of the Sale Order;

H. The parties acknowledge, understand and agree that the terms of the Contemplated Transactions are the result of arm's length negotiations; and

I. Sellers have selected Buyer as the Stalking Horse Bidder (as defined in the Bidding Procedures Order), and intend to solicit bids for the Purchased Assets and Business to obtain the highest and best offer for the Purchased Assets and Business in accordance with the Bidding Procedures and the Bidding Procedures Order.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers and Buyer, intending to be legally bound, agree as follows:

ARTICLE I.
DEFINITIONS

Section 1.01 Defined Terms. For purposes of this Agreement, the following terms shall have the meanings indicated:

"A-2 Loan Agreement" means that certain Amended and Restated Loan Agreement between Welltower and SHG Resources, LLC, Hospitality Lubbock Property, LLC, Monument La Grange Property, LLC, Town and Country Boerne Property, LLC, pursuant to which Welltower agreed to provide a loan to the borrowers thereunder in the amount set forth therein.

"A-2 Note" means that certain Second Amended and Restated Note issued or guaranteed by the Genesis Obligors in favor of Welltower in connection with the A-2 Loan Agreement, which was subsequently assigned by Welltower to MAO 22322 LLC.

"Accounting Referee" has the meaning set forth in Section 7.01(c).

"Accounts Receivable" means all accounts, notes, accounts receivable, and other rights to receive payment for goods and services provided by Sellers in connection with the Business prior to the Effective Time, including, without limitation, (i) any such accounts receivable that have been charged off as bad debts, whether billed or unbilled, or recorded or unrecorded, or collected after the Effective Time and (ii) credit card receivables, funds in transit, deposits and other

receivables from customers and other payments or fees, and allowances due from landlords with respect to the Assigned Leases.

"Acquired Avoidance Actions" has the meaning set forth in Section 2.06(e).

"Acquired Medical Records" means all paper and/or electronic medical records relating to patients of the Sellers' Business (a) as required by Applicable Law to be maintained by Buyer in connection with the Contemplated Transactions, or (b) other such records that are requested by Buyer, to the extent such records are in Sellers' possession and to the extent transferrable under Applicable Law.

"Action" means any claim, complaint (including a qui tam complaint), audit, legal action, suit or arbitration, litigation, civil investigative demand, criminal information, subpoena, search warrant, or any proceeding, or investigation, by or before any Governmental Authority.

"Additional Financial Statements" has the meaning set forth in Section 6.10.

"Affiliate" means with respect to any specified Person, any other Person which, directly or indirectly controls, is controlled by, or is under common control with, the specified Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" has the meaning set forth in the introductory paragraph.

"Allocated Value" has the meaning set forth in Section 7.02.

"Alternative Transaction" means any agreement or transaction, including by credit bid, whether pursuant to a chapter 11 plan or otherwise, effecting (i) the sale or other transfer (in a single transaction or a series of related transactions) of all or substantially all of the Purchased Assets, or (ii) the issuance, sale or other transfer (in a single transaction or series of related transactions) of all or substantially all of the equity interests of Sellers or any of their successors, to any party other than Buyer or a designee of Buyer.

"Applicable D&O Claims" has the meaning set forth in Section 11.02(d).

"Applicable Law" means any federal, state, municipal, county, local, foreign or other statute, law, ordinance, code, constitution, treaty, rule, regulation, accreditation standard, resolution, order, ruling, promulgation, policy, treaty directive, interpretation, published guidance having the effect of law, or any order, writ, injunction, judgment, plan, decree or other requirement or rule of law of any Governmental Authority (and for the avoidance of doubt, includes the Bankruptcy Code).

"Approval" means any approval, action, authorization, consent, notice, qualification, certificate, or registration, or any extension, modification, amendment or waiver of any of the foregoing, of or from, or any notice, statement, filing or other communication to be filed with or

delivered to, any Governmental Authority or other Person, in each case, in connection with the operation of the Business or the consummation of the Contemplated Transactions, as applicable.

"Asset Purchase Price" has the meaning set forth in Section 7.02(a).

"Asset Taxes" means all sales, use, real estate, ad valorem, property, excise, severance, production or similar Taxes, but not payroll, withholding, franchise, income or similar Taxes.

"Assigned Contracts" has the meaning set forth in Section 2.01(h).

"Assigned Leases" has the meaning set forth in Section 2.01(g).

"Assigned Purchase Agreements" means all of Sellers' rights and interests in respect of the Purchase Options and the purchase agreements arising from the exercise of such Purchase Options.

"Assumed CBA" has the meaning set forth in Section 7.05(b).

"Assumed Employee Plans" has the meaning set forth in Section 2.01(q).

"Assumed Funded Liabilities" has the meaning set forth in Section 2.09.

"Assumed Liabilities" has the meaning set forth in Section 2.03.

"Available Contract Schedule" has the meaning set forth in Section 2.07(b).

"Avoidance Actions" means any and all Claims of Sellers under chapter 5 of the Bankruptcy Code.

"Bankruptcy Case" has the meaning set forth in the Recitals.

"Bankruptcy Code" has the meaning set forth in the Recitals.

"Bankruptcy Court" has the meaning set forth in the Recitals.

"Benefit Plans" means (i) all "employee benefit plans", as defined in Section 3(3) of ERISA (whether or not such plan is subject thereto), and (ii) all bonus or other incentive, deferred or other compensation, profit sharing, pension, change-in-control, severance pay, separation, retention, sick leave, vacation pay, day or dependent care, salary continuation, disability, hospitalization, medical, life insurance, retiree healthcare, retiree life insurance, other retirement, scholarship, legal services, cafeteria, life, health, accident, disability, workers' compensation, paid time off, fringe benefit or other insurance or employee benefit programs, plans, policies or arrangements, whether written or oral, single employer, multiemployer, or multiple employer, or whether for the benefit of a single individual or more than one individual, to which Sellers or any of its ERISA Affiliates contributes, has an obligation to contribute, or has any Liability (including through its ERISA Affiliates, former or current), contingent or otherwise, with respect to, or otherwise provides to, any current or former Employee or Service Provider, their beneficiaries and/or dependents.

"Bidding Procedures" has the meaning set forth in the Recitals.

"Bidding Procedures Motion" has the meaning set forth in the Recitals.

"Bidding Procedures Order" has the meaning set forth in the Recitals.

"Breaching Party" has the meaning set forth in Section 11.01.

"Budget" means the Approved DIP Budget (as defined in the DIP Order).

"Budgeted Expenses" has the meaning set forth in Section 2.02(g).

"Bulk Sales Rules" has the meaning set forth in Section 7.03.

"Business" has the meaning set forth in the Recitals.

"Business Day" means any day other than (i) a Saturday, Sunday or any United States federal legal holiday, or (ii) any day on which banks in New York are not open for business.

"Buyer" has the meaning set forth in the Preamble.

"Buyer Closing Certificate" has the meaning set forth in Section 9.03.

"Buyer Employees" has the meaning set forth in Section 7.05(b).

"Buyer Fundamental Representations" means, collectively, the representations and warranties made by the Buyer in Section 5.01 (Organization and Good Standing), Section 5.02 (Authorization and Binding Effect of Transaction Documents), Section 5.05 (Broker's or Finder's Fees), and Section 5.07 (Financing; Solvency).

"Buyer Material Adverse Effect" means any change, fact, circumstance, occurrence, event, effect or condition that, individually or in the aggregate with all other changes, facts, circumstances, occurrences, events, effects or conditions, directly or indirectly, results in, or would reasonably be expected to result in, a material adverse effect on the ability of Buyer to consummate the Contemplated Transactions.

"Causes of Action" means any claims, interests, damages, remedies, causes of action, demands, rights, actions, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise. Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law; (b) the right to object to or otherwise contest Claims; (c) claims pursuant to Sections 362, 510, 542, 543, 544 through 550, or 553 of the Bankruptcy Code; and (d) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in Section 558 of the Bankruptcy Code.

"Claim" has the meaning set forth in Section 101(5) of the Bankruptcy Code.

"Closing" means the consummation of the purchase and sale of the Purchased Assets and assumption of the Assumed Liabilities in accordance with the terms of this Agreement on the Closing Date, or at such earlier or later date and time as may be agreed upon between Buyer and Sellers.

"Closing Date" has the meaning set forth in Section 10.01.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

"Code" means the Internal Revenue Code of 1986, as amended.

"Contemplated Transactions" has the meaning set forth in Section 2.01.

"Contract" means any written contract, agreement, indenture, note, bond, note, sublease, lease (including any Personal Property lease or capital lease), conditional sales contract, mortgage, license, sublicense, franchise agreement, obligation, promise, undertaking, commitment, or other legally binding agreement, primarily pertaining to or used in connection with the Business (in each case, whether written or oral), along with any additional Contracts that are entered into after the date hereof but prior to the Closing.

"Credit Bid Amount" has the meaning set forth in Section 3.01(a).

"Cure Cost Cap" has the meaning set forth in Section 2.07(c).

"Cure Costs" has the meaning set forth in Section 2.07(c).

"Designation Deadline" means 5:00 p.m., prevailing Eastern Time, on the date that is one (1) Business Day prior to the Closing Date or such later date as Buyer and Sellers shall mutually agree and as the Bankruptcy Court may authorize.

"DIP Agent" means Welltower OP LLC.

"DIP Credit Agreement" means that certain Junior Secured Debtor-in-Possession Term Loan Agreement, by and among Genesis, FC-GEN Operations Investment, LLC, GEN Operations I, LLC, GEN Operations II, LLC, the DIP Lenders, and the DIP Agent, to be dated on or about August 18, 2025.

"DIP Lenders" means, collectively, Welltower, Omega, and Buyer, in their capacity as lenders under the DIP Credit Agreement.

"DIP Loans" has the meaning set forth in Section 3.01(a).

"DIP Order" means, collectively, 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] and the Order of the Bankruptcy Court approving the DIP Loans and DIP Credit Agreement on a final basis.

"DIP Term Sheet" means that certain Junior Secured Debtor-in-Possession Credit Facility Term Sheet, dated as of July 9, 2025, by and among the DIP Lenders, Genesis FC-GEN Operations Investment, LLC, and such other entities listed on Exhibit B thereto.

"Disclosure Schedules" means the disclosure schedules provided by Sellers in connection with this Agreement.

"Effective Time" means 12:01 a.m. on the Closing Date, unless otherwise agreed in writing by Sellers and Buyer.

"EFT Accounts" has the meaning set forth in Section 2.08(c).

"Employee" means any individual employed by Sellers who provides services to Sellers in connection with the Business.

"Environmental Defect" means any condition of, in, on or under any of the Purchased Assets that either (i) requires monitoring, reporting, removal, restoration, remediation or resolution under applicable Environmental Laws or (ii) if known by a federal or state regulatory agency of competent jurisdiction, would reasonably be expected to cause such federal or state regulatory agency to assert that the Purchased Assets require monitoring, reporting, removal, restoration, remediation or resolution under applicable Environmental Laws.

"Environmental Laws" means any federal, state, or local Applicable Law relating to the prevention of pollution, protection of health or the environment or natural resources, restoration of environmental quality, or Releases of or exposure to Hazardous Substances or the handling, generation, treatment, transportation, storage, use, arrangement for disposal or disposal, manufacture, distribution, formulation, packaging or labeling of Hazardous Substances, including the following federal statutes and the regulations promulgated thereunder: the Comprehensive Environmental Response, Compensation and Liability Act of 1980; the Emergency Planning and Community Right-To-Know Act; the Resources Conservation and Recovery Act; the Clean Air Act; the Clean Water Act; the Safe Drinking Water Act; the Oil Pollution Act; the Toxic Substances Control Act; the Hazardous Materials Transportation Act; the Federal Insecticide, Fungicide, and Rodenticide Act; and the regulations promulgated pursuant thereto and analogous State and local Applicable Laws.

"Environmental Liabilities" means any Liabilities arising under Environmental Laws or Environmental Defects.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means any entity that, together with Sellers, may be treated as a single employer under Section 4001 of ERISA or Section 414 of the Code.

"ERISA Affiliate Liability" means any actual or contingent Liability of Sellers or its ERISA Affiliates under or in respect of any employee benefit plan pursuant to any statute or regulation that imposes Liability on a "controlled group" or similar basis as a result of being an ERISA Affiliate or successor prior to the Closing Date with respect to any other Person.

"Estate Professionals" has the meaning set forth in Section 2.02(c).

"Excess Funds" has the meaning set forth in Section 2.02(g).

"Excess Reserve Funds" has the meaning set forth in Section 2.02(c).

"Excluded Assets" has the meaning set forth in Section 2.02.

"Excluded Cash" has the meaning set forth in Section 2.02(g).

"Excluded Cash Funded Liabilities Amount" has the meaning set forth in Section 2.09.

"Excluded Causes of Action" has the meaning set forth in Section 2.02(s).

"Excluded Contracts" has the meaning set forth in Section 2.02(b).

"Excluded Employee Liabilities" means each of the following:

(a) any and all Liabilities arising out of, relating to or resulting from or with respect to any current or former Employee or Service Provider (and their services), based on facts occurring prior to or as of the Closing (even if not known until after the Closing), including relating to his/her employment or services, transition of employment or services, or termination of employment or services, with Sellers, or any of their respective Affiliates, including as a result of the consummation of the Contemplated Transactions, including without limitation all Liabilities related to unemployment benefits, severance or other termination payments, or any other amounts owed (including under Applicable Laws) to any such Employee or Service Provider as a result of termination of their employment or other service relationship;

(b) any and all actual or contingent Liabilities under, arising out of, relating to or resulting from any Benefit Plans;

(c) all Liabilities of Sellers with respect to any employees terminated on or prior to Closing (or other individual who is a COBRA qualified beneficiary on account of the individual's relation to an employee) with respect to COBRA, including any individual who becomes an "M&A qualified beneficiary" (within the meaning of Sections 601, et. seq., of ERISA and Section 4980B of the Code);

(d) all liabilities of Sellers or of any of their predecessors with respect to the termination of employment, so long as such termination occurred on or prior to Closing, of the Sellers' "insiders" (as such term is defined under the Bankruptcy Code); all liabilities arising under or relating to "employee benefit plans," as defined in Section 3(3) of ERISA, including any multiemployer plans as defined in Section 3(37) of ERISA, and all other employee benefit plans or arrangements (including all assets, trusts, insurance policies and administration service contracts related thereto);

(e) any ERISA Affiliate Liability;

(f) any and all Liabilities for any misclassification of any Person performing services for or on behalf of Sellers prior to the Closing as an independent contractor rather than as an employee; and

(g) any and all other Liabilities arising out of, relating to or resulting from the employment or prospective employment of or the termination of any relationship with any current, former or prospective Employees (including any Employee who does not accept an offer of employment with Buyer) or Service Providers, based on facts occurring prior to or as of the Closing (even if not known until after the Closing).

"Excluded Insurance Policies" has the meaning set forth in Section 2.02(i).

"Excluded Intellectual Property Licenses" means any Excluded Contract that contains a license or other grant of rights in Intellectual Property.

"Excluded Liabilities" has the meaning set forth in Section 2.04.

"Excluded Personal Property" has the meaning set forth in Section 2.02(a).

"Excluded Plans" has the meaning set forth in Section 2.02(l).

"Excluded Records" means (i) all books and records relating solely to any of the Excluded Assets or Excluded Liabilities (including information stored on the computer systems, data networks or servers of any Seller), the Governing Documents, corporate records, stock and minute books or other records related to the corporate organization of, and any tax returns of or with respect to (including, without limitation, working papers) the Sellers, except in connection with such records of any entity whose interests are the JV Equity Interests, (ii) any paper and/or electronic medical records that are not Acquired Medical Records, and (iii) any books and records or other documents that any Seller is prohibited by Applicable Law or contract from delivering to Buyer.

"Execution Date" has the meaning set forth in the Preamble.

"Executory Contract" means any executory Contract or Real Property Lease related to the Business or to which any Seller is a party.

"Expense Reimbursement" has the meaning set forth in Section 12.04.

"Facilities" means the healthcare facilities operated by the Sellers and set forth on Schedule 2 hereto.

"Final Order" means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction, as to which the time for appeal, Petition for *Certiorari* or move for re-argument or re-hearing has expired, and as to which no appeal, Petition for *Certiorari*, or other proceeding for re-argument or re-hearing shall then be pending, or as to which any appeal, Petition for *Certiorari*, re-argument or re-hearing shall have been waived in writing, in form and substance reasonably satisfactory to the Sellers and the Buyer, or in the event that an appeal, Writ of *Certiorari* or re-argument or re-hearing thereof has been sought, such order of the Bankruptcy

Court, or other court of competent jurisdiction, shall have been determined by the highest court to which such order was approved, or no stay pending appeal is in effect regarding such appeal, or *certiorari*, re-argument or re-hearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, Petition for *Certiorari* or move for re-argument or re-hearing shall have expired; provided however, that the possibility that a motion under Section 502(i) of the Bankruptcy Code, Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous bankruptcy Applicable Law or applicable state court rules of civil procedure, may be, but have not been, filed with respect to such order shall not cause such order not to be a Final Order.

"First Quarter 2025" means the calendar year period from January 1, 2025, through March 31, 2025.

"Flow of Funds Memorandum" means the memorandum that outlines the receipt of the Purchase Price and the distributions of funds.

"Fraud" means an intentional common law fraud as defined in the state of New York.

"Funded Liabilities" means, collectively, (i) any claims entitled to priority status under Section 507(b) of the Bankruptcy Code asserted as of the applicable bar date for such claim, and (ii) any administrative expense claims arising under Sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, each to the extent asserted as of the applicable bar date for such claim, and in each case not otherwise included as Budgeted Expenses in the Budget.

"Furniture and Equipment" means all furniture, fixtures, furnishings, machinery, appliances and other equipment (including medical equipment) and leasehold improvements owned, leased or licensed by Sellers, used by Sellers in the conduct of the Business and located in the Ordinary Course of Business at the Facilities or any Real Property, including all such desks, chairs, tables, Hardware, copiers, telephone lines, telecopy machines and other telecommunication equipment (and, to the extent assignable by Sellers, the telephone numbers associated therewith used in the Ordinary Course of Business), cubicles and miscellaneous office furnishings.

"GAAP" means generally accepted accounting principles in the United States.

"Genesis Obligors" means, collectively, FC-Gen Operations Investment, LLC, SHG Resources, LLC, Genesis, Gen Operations I, LLC, Gen Operations II, LLC and each of the other parties that are borrowers or guarantors of the Split Note (Consolidated A-1) and the Split Note (Consolidated A-2).

"Governing Document" means the legal document(s) by which any Person (other than an individual) establishes its legal existence, or which govern its internal affairs. For example, the "Governing Documents" of a corporation would be its certificate of incorporation and bylaws, the "Governing Documents" of a limited partnership would be its certificate of formation and its limited partnership agreement and the "Governing Documents" of a limited liability company would be its certificate of formation and its limited liability company agreement or operating agreement.

"Government Health Program" means any federal health program as defined in 42 U.S.C. § 1320a-7b(f), including but not limited to, (i) Title XVIII (Medicare, including Medicare Part D and Medicare Advantage), Title XIX (Medicaid), and Title XXI (Children's Health Insurance Program) of the Social Security Act; (ii) the health care programs offered by the U.S. Department of Veterans Affairs; and (iii) the Civilian Health and Medical Program of Uniformed Services and TRICARE programs; and similar or successor programs that are funded, in whole or in part, by the government of the United States of America and any similar state or local health care programs.

"Governmental Authority" means any federal, state, provincial, municipal or local government, agency, court, arbitrator, regulatory or administrative agency, department, commission, board, bureau, subdivision, authority, instrumentality or other body, including any Person exercising executive, legislative, judicial, regulatory or administrative governmental powers or functions, in each case to the extent the same has jurisdiction over the Person, property or service in question.

"Guaranty Actions" has the meaning set forth in Section 2.01(o).

"Hardware" means any and all computer and computer-related hardware, including computers, file servers, facsimile servers, scanners, color printers, laser printers and networks.

"Hazardous Substance" means any and all substances, wastes, materials, pollutants, contaminants, compounds, chemicals, petroleum and its byproducts, asbestos and any other material or substance which is defined as a "hazardous waste," "hazardous substance," "hazardous material," "restricted hazardous waste," "industrial waste," "solid waste," "contaminant," "pollutant," "toxic waste" or "toxic substance" under any Environmental Laws, including, without limitation, all dibenzodioxins and dibenzofurans, polychlorinated biphenyls (PCBs), any radioactive material, asbestos-containing materials in any form, perfluoroalkyl substances, polyfluoroalkyl substances, radon gas, or airborne toxic mold.

"Healthcare Regulatory Consents" means in respect of Sellers or Buyer, as the case may be, such consents, approvals, authorizations, waivers, Orders, licenses or Permits of any Governmental Authority as shall be required to be obtained and such notifications to any Governmental Authority as shall be required to be given by such party in order for it to consummate the Contemplated Transactions in material compliance with all Applicable Law relating to health care or healthcare services of any kind, in each case, in connection with the operation of the Business or the consummation of the Contemplated Transactions, as applicable.

"Healthcare Regulatory Laws" means all state and federal Applicable Laws relating to health care providers, Healthcare Regulatory Consents, facilities, suppliers, or professionals, participation in Government Health Programs and any other Third-Party Payor, the practice of medicine, and any other learned healthcare profession, the practice of speech language pathology, the practice of occupational therapy, the practice of physical therapy, laboratory services, pharmacy services, securing, administering, and dispensing of drugs, devices, and controlled substances, institutional and professional, licensure, coding, coverage, reimbursement, billing and submission of claims, claims processing, quality, safety, medical necessity, medical documentation, physician and health care practitioner orders, medical record retention,

unprofessional conduct, fee-splitting, referrals, patient brokering, kickbacks, medical privacy and security, patient confidentiality and informed consent, the hiring of employees or acquisition of services or supplies from Persons excluded from participation in Government Health Programs, standards of care, quality assurance, risk management, utilization review, peer review, mandatory reporting of incidents, occurrences, diseases and events, advertising or marketing of health care items and services, and any other federal and state Applicable Laws relating to the Business, including without limitation the Medicare Statute (Title XVIII of the Social Security Act), the Medicaid Statute (Title XIX of the Social Security Act), the Children's Health Insurance Program Statute (Title XXI of the Social Security Act), the TRICARE laws (10 U.S.C. § 1071, *et seq.*), the False Claims Act (31 U.S.C. § 3729, *et seq.*), the Civil Monetary Penalties Law (42 U.S.C. § 1320a-7a), federal and state anti-kickback statutes (including 42 U.S.C. § 1320a–7b), federal and state referral Applicable Laws (including 42 U.S.C. §1395nn), the federal exclusion laws (42 U.S.C. § 1320a-7), criminal false claims statutes (e.g. 18 U.S.C. §§ 287 and 1001), the False Statements Relating to Health Care Matters Act (18 U.S.C. § 1035), the Health Care Fraud Act (18 U.S.C. § 1347), the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. § 3801, *et seq.*), the Beneficiary Inducement Statute (42 U.S.C. §1320a–7a(a)(5)), the Patient Protection and Affordable Care Act (Pub. L. No. 111−148) as amended by the Health Care and Education Reconciliation Act of 2010 (Pub. L. No. 111−152), the Clinical Laboratory Improvement Act (42 U.S.C. § 263a, *et seq.*), the Medicare Prescription Drug, Improvement and Modernization Act of 2003 (P.L. 108-173, 117 Stat. 2066), and the Controlled Substances Act (21 U.S.C. § 801, *et seq.*), federal and state Applicable Laws governing the licensure, permitting, certification, accreditation, registration or regulation of healthcare providers, professionals, facilities, services, or equipment, any federal and state Applicable Laws for business corporations or professional corporations or associations that provide medical services or practice medicine or other health care professions, including prohibitions on corporate practice of medicine or other health care professions, all of the above as amended and including any applicable regulations, rules, and guidance promulgated thereunder.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented by the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009), as each may be amended from time to time, and the regulations and guidance promulgated thereunder.

"Historical Financial Information" has the meaning set forth in Section 4.05.

"HUD" means the U.S. Department of Housing and Urban Development, or any replacement agency in place from time to time.

"HUD Laws" includes all applicable Laws that govern the programs administered by HUD, as may be amended from time to time.

"HUD Real Properties" has the meaning set forth in Section 4.13(c).

"Improvements" means all buildings, structures, improvements and fixtures placed, located, constructed or installed on the Land, or that are leased as part of any Leased Real Property.

"Inactive Employee" means an Employee who is on an employer-approved leave of absence on the Closing Date as a result of military service, pregnancy or parental leave, disability leave, medical leave or any other leave provided by Sellers under Applicable Law.

"Indebtedness" means, without duplication, the outstanding principal amount of, accrued and unpaid interest on and other payment obligations (including any prepayment premiums or similar breakage costs payable as a result of the consummation of the Contemplated Transactions) with respect to (a) indebtedness for borrowed money, (b) obligations under any existing interest rate, commodity or other swap, hedge or financial derivative agreement, or (c) indebtedness evidenced by any note, bond, debenture or other debt security. Notwithstanding anything to the contrary in the foregoing, "Indebtedness" shall not include: (i) trade payables and accrued expenses arising in the Ordinary Course of Business, (ii) deferred revenue, (iii) any obligations under any capital lease, (iv) any undrawn letters of credit, and (v) any payment or performance bonds.

"Information Privacy and Security Laws" means Applicable Laws regarding the privacy and security of Personal Information to the extent applicable to the Purchased Assets and Business, including, without limitation, HIPAA, state data privacy and security laws, state unfair or deceptive trade practices laws, state social security number protection laws, and state data breach notification laws.

"Inpatient Business" has the meaning set forth in the Recitals.

"Insurance Policies" has the meaning set forth in Section 2.01(f).

"Integra WIP Tenant" means Integra WIP Tenant LLC.

"Intellectual Property" means all intellectual property, including all (i) patents and patent applications, (ii) pending and registered trademarks and material unregistered trademarks, service marks, trade dress, logos, and slogans, (iii) registered internet domain names, (iv) registered copyrights, (v) Software (other than Off-the-Shelf Software) that is used in Business or, or in which a Seller has any ownership rights, (vi) any industrial designs, trade secrets, proprietary know-how and confidential business information owned, used, or licensed by Sellers and used or held for use in conducting the Business, and (vii) all other intellectual property and proprietary rights arising in any jurisdiction worldwide.

"Inventory" means all inventories of every kind and nature whatsoever included in the inventory of the Sellers with respect to the Business, whether reflected in the Unaudited Financial Information or subsequently acquired, including, but not limited to, all pharmacy supplies, medical supplies, food, janitorial supplies, housekeeping supplies, office supplies and other consumables located in or used in connection with the operation of the Business and or the operation of any Real Property, excluding the Excluded Personal Property.

"IRS" means the United States Internal Revenue Service.

"Joint Venture" has the meaning set forth in Section 2.01(e).

"JV Business" has the meaning set forth in the Recitals.

"JV Equity Interests" has the meaning set forth in Section 2.01(e).

"JV Leases" has the meaning set forth in Section 4.22(c).

"JV Owned Property" has the meaning set forth in Section 4.22(c).

"JV Real Property" means the JV Owned Property and JV Leases.

"Knowledge" means, (i) with respect to Sellers, the actual knowledge of each of David Harrington (Executive Chairman), Jonathan Kirschner (Chief Financial Officer), Michael Berg (General Counsel), and, since appointment in connection with the Bankruptcy Case, Louis E. Robichaux IV and Russell A. Perry (Co-Chief Restructuring Officers for the Debtors) of a particular activity, event, fact, circumstance or condition and (ii) with respect to Buyer, the actual knowledge of Mark Andrews of a particular activity, event, fact, circumstance or condition.

"Labor Laws" means all Applicable Laws relating to employment, employment standards and practices, hiring, background investigations, employment of minors, equal employment opportunity, employment discrimination (including harassment and retaliation), employment-related immigration and employment verification/authorization, workplace health and safety, workers' compensation, unemployment compensation and benefits, collective bargaining and/or labor relations, plant closings/mass layoffs, wages, hours, overtime, wage payment, vacation and paid time off, family and medical and other leave of absence, postings and recordkeeping, privacy and confidentiality, and termination.

"Land" has the meaning set forth in Section 2.01(c)(i).

"Leased Real Property" has the meaning set forth in Section 4.13(a).

"Liability" means any debt, obligation, duty or liability of any nature (including any unknown, undisclosed, unmatured, unaccrued, unasserted, contingent, indirect, conditional, implied, vicarious, derivative, joint, several or secondary liability).

"Lien" means any mortgages, deeds to secure debt, deeds of trust, hypothecations, securities, charges, Claims, encumbrances, interests, pledges, security interests, rights of set-off, restrictions or limitations on use, successor liabilities, conditions, rights of first refusal, options or liens of any kind, obligations to allow participation, agreements or rights, competing rights of possession, obligations to lend, matters filed of record that relate to, evidence or secure an obligation of the Sellers (and all created expenses and charges) of any type arising by contract or operation of law, affecting any assets or property, including any agreement to give or grant any of the foregoing, any conditional sale or other title retention agreement, and the filing of or agreement to give any financing statement with respect to any assets or property under the Uniform Commercial Code or Applicable Law, in each case only to the extent such interest is valid, enforceable, and not discharged or released as of the Closing.

"Loss" or "Losses" means any and all costs, obligations, liabilities, demands, settlement payments, awards, judgments, fines, penalties, damages and reasonable out-of-pocket expenses, including court costs and reasonable attorneys' fees, whether or not arising out of a third-party Claim.

"Management Projections" means the pro forma balance sheet and go-forward projections prepared by management of the Sellers with respect to Buyer after giving effect to the Closing titled Genesis HealthCare Long-Term Business Plan and dated July 8, 2025.

"Marks" means all trademarks, service marks, trade names, service names, brand names, all trade dress rights, logos, Internet domain names and corporate names and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof.

"Material Adverse Effect" means any event, occurrence, fact, condition, effect, or change that is materially adverse to (i) the Business, including its assets or properties, taken as a whole, as measured over the trailing two (2) year period, or (ii) the ability of Sellers to consummate the Contemplated Transactions or to perform their obligations under this Agreement; *provided*, *however*, that "Material Adverse Effect" shall not include any event, occurrence, fact, condition, effect, or change, directly or indirectly, resulting from, arising out of, or attributable to: (a) changes in general local, domestic, foreign, or international economic, financial or business conditions (b) changes generally affecting the industry or segments therein in which the Sellers participate, (c) national or international political or social conditions, including the engagement by the United States in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military action, terrorism, or sabotage upon the United States, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States, (d) any natural disaster, earthquake, tornado, hurricane, flood, pandemic, epidemic, or other calamity (e) any changes in applicable Laws or accounting rules or principles, including changes in GAAP, or the interpretation or implementation of any of the foregoing, (f) any failure by the Business to meet any internal or published projections, forecasts or revenue or earnings predictions (other than facts underlying such failure), (g) any change resulting from the filing or pendency of the Bankruptcy Case, actions taken in connection with the Bankruptcy Case, (h) changes or proposed changes to any reimbursement rates or policies of Governmental Authorities that are generally applicable to healthcare facilities, (i) any action required by this Agreement, (j) any failure, in and of itself, by the Business to meet any internal projections or forecasts (as distinguished from any change, development, or occurrence giving rise or contributing to such failure), (k) any breach of Buyer's obligations under this Agreement, or (l) the entry into this Agreement or the announcement, pendency or consummation of the Contemplated Transactions; provided, that, in each case of clauses (a), (b), (c), (d), (e), or (h), such change, fact, circumstance, occurrence, event, effect or condition does not affect the Business in a substantially disproportionate manner relative to similarly situated businesses in the industry in which the Business participates.

"Material Contracts" means the following Contracts to which a Seller is a party or as to which any portion of any such Purchased Assets is subject:

(i) all Contracts (other than employment Contracts, offer letters, or Contracts with Service Providers) involving aggregate annual consideration in excess of One Million Dollars ($1,000,000.00) and requiring performance by any party more than twelve (12) months from the Execution Date;

(ii) all Contracts that relate to the acquisition of any business, a material amount of stock or assets of any other Person or any real property (whether by merger, sale of stock, sale of assets or otherwise) but excluding purchases of Inventory in the Ordinary Course of Business;

(iii) all Contracts with any Employee, officer, director or Service Provider that (A) provide for annual base payment in excess of Two Hundred and Fifty Thousand Dollars ($250,000.00) and require at least thirty (30) days' notice or payment of severance or other termination payments for a termination without cause, or (B) provide for payments upon a change-in-control of any Seller;

(iv) all collective bargaining agreements or other Contracts with any Union;

(v) all Contracts to which a Seller is a party that contain non-competition or non-solicitation provisions restricting the conduct of the Business, or that contain a "most favored nation", exclusivity, or preferred pricing provision or providing minimum purchase or sale obligations;

(vi) except for agreements relating to trade receivables, all Contracts relating to Indebtedness (including guarantees), or imposing any Lien on any Purchased Asset;

(vii) all managed care or Third-Party Payor Contracts involving aggregate annual consideration in excess of Two Million Dollars ($2,000,000.00);

(viii) all Contracts with any individual physician, Practitioner or licensed health care facility (except for intercompany Contracts among Sellers and Sellers' Affiliates) involving an aggregate annual cash payment in excess of Two Hundred and Fifty Thousand Dollars ($250,000.00);

(ix) all joint venture, partnership or similar Contracts that provide for the sharing of profits relating to the Business (excluding the Governing Documents of Sellers);

(x) all Contracts for the sale of any of the Purchased Assets or for the grant to any Person of any option, right of first refusal or preferential right to purchase any of the Purchased Assets;

(xi) any Contract or arrangement with (A) any Seller; (B) any Person directly or indirectly owning, controlling, or holding with power to vote, five percent (5%) or more of the outstanding voting securities of any Seller; (C) any Person five percent (5%) or more of whose outstanding voting securities are directly or indirectly owned, controlled, or held with power to vote by any Seller; or (D) any director, manager, employee or officer of the Seller or with any "associate" or any member of the "immediate family" (as such terms are respectively defined in Rules 12b-2 and 16a-1 of the Exchange Act) of any such director, manager or officer;

(xii) any management service, consulting, independent contractor or any other similar type of Contract with an annual cash payment in excess of Seven Hundred and Fifty

Thousand Dollars ($750,000.00) during the past twelve (12)-month period or in any future twelve (12)-month period;

(xiii) any warrant or guaranty with respect to a contractual performance extended by any Seller, other than in the Ordinary Course of Business;

(xiv) any Contract with any Employee, director or officer of any Seller (other than for employment on customary terms with no requirement to provide prior written notice of termination or pay any severance or other termination payment);

(xv) any deferred compensation, severance, bonus, retirement, or other similar Contract or Benefits Plans with an annual cash payment in excess of One Hundred and Fifty Thousand Dollars ($150,000.00) to an individual during the past twelve (12)-month period or in any future twelve (12)-month period;

(xvi) all Contracts providing a license or other grant of rights in Intellectual Property to the Sellers or from the Sellers to any third party with annual consideration in excess of Five Hundred Thousand Dollars ($500,000.00), other than licenses for unmodified, commercially available, Off-the-Shelf Software;

(xvii) any Real Property Leases or leases of material personal property;

(xviii) any Contract, the termination of which or the failure of which to be renewed, would reasonably be expected to have a Material Adverse Effect;

(xix) any Contract with a Governmental Authority;

(xx) any Contract that grants any option, right of first refusal or right of first offer or similar right, contingent or otherwise, or that limits or purports to limit the ability of the Sellers to freely own, operate, sell, transfer, pledge, or otherwise dispose of any material amount of its assets or business;

(xxi) any Contract evidencing any settlement or compromise of any Claim or dispute that is material to the Sellers, taken as a whole;

(xxii) any other Contract that is material to the Sellers, taken as a whole; and

(xxiii) any Contract not required to be disclosed pursuant to any of the other subsections of this definition involving payments by or to the Sellers of One Million Dollars ($1,000,000.00) during the past twelve (12)-month period (other than purchase orders entered into in the Ordinary Course of Business and that may be terminated by any Seller upon less than ninety (90) days' written notice).

"New Disclosure" has the meaning set forth in Section 13.15(c).

"NPI" means national provider identifier.

"Off-the-Shelf Software" means any commercially available, off-the-shelf software with annual payments (including all associated license, hosting, support and maintenance fees) of One Million Dollars ($1,000,000.00). For the avoidance of doubt, Off-the-Shelf Software expressly excludes any software that is distributed as "free software," "open source software," "copyleft" software, "community source code," or under a similar licensing or distribution model.

"Omega" means OHI MEZZ LENDER, LLC, a Delaware limited liability company.

"Operations Transfer Agreement" means an Operations Transfer Agreement, in a form reasonably acceptable to the Sellers and the Buyer to be agreed upon ten (10) days prior to the Auction and Sale Hearing, providing for the transfer of the operations of the applicable Facility set forth therein.

"Order" means any award, decision, writ, injunction, judgment, order or decree entered, issued, made, or rendered by any Governmental Authority, or by any arbitrator.

"Ordinary Course of Business" means the ordinary and usual course of normal day-to-day operations of the Business through the Execution Date consistent with past practice, subject, and, in respect of the period after the Execution Date, to those actions necessary in connection with the Bankruptcy Case.

"Outside Closing Date" has the meaning set forth in Section 10.01.

"Owned Real Property" has the meaning set forth in Section 2.01(c)(i).

"Patriot Act" has the meaning set forth in Section 4.21.

"Patriot Rules" has the meaning set forth in Section 4.21.

"Paying Party" has the meaning set forth in Section 7.01(c).

"Permits" means consent, authorizations, permits, licenses, orders, certificates, franchises, waivers, ratifications, or grants issued, granted, given, or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Government Health Program or any Applicable Law, in each case, in connection with the operation of the Business or the consummation of the Contemplated Transactions, as applicable.

"Permitted Liens" means (a) Liens for Taxes, assessments or other governmental charges or levies not yet due and payable as of the Closing Date or which are being contested in good faith by appropriate Proceedings and that are fully and properly reserved for in the Budget; (b) any Lien that will be discharged released or otherwise satisfied at or prior to the Closing or pursuant to the terms of this Agreement or an order of the Bankruptcy Court; (c) any zoning, building, environmental, health and safety, or other governmentally established laws, ordinances, or regulations affecting the use or occupancy of real property or rights-of-way, and that do not detract materially from the current value of the property subject thereto or materially impair the current use of the property subject thereto; (d) any matters of title or survey, easements conditions, covenants, restrictions, encumbrances, resolutions or requirements affecting the Real Property or the use or occupancy of real property or rights-of-way that (i) are shown on any Title Commitment,

Title Policy, Survey or Updated Survey or (ii) that do not detract materially from the current value of the property subject thereto or materially impair the current use of the property subject thereto; (e) non-exclusive licenses or sublicenses of Intellectual Property granted in the Ordinary Course of Business; (f) mechanic's, materialman's, supplier's, vendor's or similar Liens (including those imposed by Applicable Law) arising or incurred in the Ordinary Course of Business securing amounts which are not yet due and payable, or which are being contested in good faith and that are fully and properly reserved for in the Budget; (g) Liens incurred or deposits made in the Ordinary Course of Business in connection with workers' compensation, unemployment insurance, social security or other similar legal obligations; (h) Liens not created by Sellers that affect the underlying fee or superior leasehold interest to a Seller's leasehold interest in any Leased Real Property; and (i) Liens not created by Sellers of landlords or lessors arising under any Applicable Laws or Contract.

"Person" means any natural person, firm, corporation, company, general or limited partnership, limited liability company, association, joint venture, business enterprise, trust, estate, Governmental Authority or other legal entity, in each case whether in its own or a representative capacity.

"Personal Information" means any data or information in any form that, alone or in combination with other information reasonably accessible to Sellers that is reasonably capable of being (a) linked or relates to an identifiable natural individual (including, without limitation, employee identification numbers, social security numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit card information, biometric or health data, answers to security questions and other personal identifiers), and (b) any other information that constitutes "personal data," "personal information," "personally identifiable information," "nonpublic personal information," "protected health information", or under like terms set forth in Information Privacy and Security Laws.

"Personal Property" has the meaning set forth in Section 2.01(d)(i).

"Petition Date" has the meaning set forth in the Recitals.

"Practitioners" has the meaning set forth in Section 4.08(d).

"Proceeding" means any Action, arbitration, audit, hearing, investigation, litigation, subpoena, civil investigative demand, or suit (whether civil, criminal, administrative or investigative) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Authority or arbitrator.

"Professional Fee Reserve" has the meaning set forth in Section 2.02(c).

"Provider Agreements" has the meaning set forth in Section 2.08(a).

"Purchase Options" means, collectively, (i) Sellers' (or an affiliate thereof) exclusive right and title under that certain Purchase Option Agreement, dated as of January 9, 2019, by and among 101 Development Group, LLC and the Sellers set forth on Schedule 1 thereto (the "NextGen Option Agreement") to purchase the Facilities (as defined in the NextGen Option Agreement) and (ii) Sellers' (or an affiliate thereof) exclusive right and title under that certain Purchase Option

Agreement, dated as of July 2, 2020, by and among GEN-CCG WO Master Tenant LLC and the Sellers set forth on Schedule 1 thereto (the "CCGen Option Agreement") to purchase the Facilities (as defined in the CCGen Option Agreement).

"Purchase Price" has the meaning set forth in Section 3.01.

"Purchased Assets" has the meaning set forth in Section 2.01.

"REAC" means Real Estate Assessment Center.

"Real Estate Taxes" has the meaning set forth in Section 7.01(b).

"Real Property" means collectively, the Owned Real Property and Leased Real Property.

"Real Property Leases" means all leases, subleases, licenses and other occupancy agreements, including all amendments, modifications, extensions, side letters and guaranties.

"Records" means the originals, or where not available, copies (including in electronic format), of books, accounts, files, logs, information, databases, ledgers, in-place policies and training materials, journals and architectural, mechanical and electrical plans and specifications, Acquired Medical Records, credentialing, staff medical records, general financial accounting records, personnel records, machinery and equipment maintenance files, patient and customer lists, price lists, distribution lists, supplier lists, quality control records and procedures, customer and patient complaints and inquiry files, research and development files, records and data (including all correspondence with any Governmental Authority), sales material and records, strategic plans, marketing plans, internal financial statements and marketing and promotional surveys, pricing and cost information, material and research, in each case, to the extent such books and records are located at the Facilities or are exclusively used or held for use in, or otherwise exclusively relate to, the Business or Purchased Assets.

"Regulatory Approvals" has the meaning set forth in Section 6.04.

"Rehabilitation Business" has the meaning set forth in the Recitals.

"Reimbursing Party" has the meaning set forth in Section 7.01(c).

"Related Person" means, with respect to a specific Person, any officer, director, member, manager, employee, agent, shareholder, representative, successor or assign of such Person.

"Release" means any past or present actual release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping abandonment, disposing or allowing to escape or migrate into or through the environment (including ambient air (indoor or outdoor), surface water, groundwater, land surface or subsurface strata or within any building, structure, facility or fixture) of any Hazardous Substances.

"Released Parties" means, collectively, ReGen Healthcare, LLC, WAX Dynasty Partners LLC, MAO 22322 LLC, Pinta Capital Partners, Perigrove, Integra WIP Tenant, Buyer, each of their respective present and former parents, subsidiaries and affiliates, and each of their respective

officers, directors, partners, equity holders, managers, members, predecessors, successors, assigns, attorneys, agents, employees, managers, and representatives, each solely in such capacity, including, without limitation, Joel Landau and David Gefner. For the avoidance of doubt, the Debtors' current and former directors and officers shall not be Released Parties.

"Releasing Parties" has the meaning set forth in Section 11.02(a).

"Representatives" means employees, officers, directors, consultants, agents, contractors, counsel, accountants, investment advisers, regulators, lenders, partners, potential partners, investors and potential investors.

"Retained Records" has the meaning set forth in Section 2.02(d).

"Sale Order" means an Order of the Bankruptcy Court in form and substance approved by the Buyer and the Sellers, pursuant to, *inter alia*, Sections 105, 363 and 365 of the Bankruptcy Code, (i) authorizing and approving, *inter alia*, the sale of the Purchased Assets to Buyer on the terms and conditions set forth herein, free and clear of all Liens, Claims and Liabilities (other than Permitted Liens and Assumed Liabilities) to the extent permissible under Section 363(f) of the Bankruptcy Code, (ii) finding that notice of the hearing concerning approval of this Agreement and of the Contemplated Transactions was given in accordance with the Bankruptcy Code and that such notice is appropriate under the particular circumstances, (iii) authorizing and approving the assumption and assignment of the Assigned Contracts and Assigned Leases to Buyer, (iv) containing a finding that Buyer has acted in "good faith" within the meaning of, and is entitled to the protections of, Section 363(m) of the Bankruptcy Code, (v) containing a finding that this Agreement was negotiated, proposed and entered into by the parties without collusion, in good faith and from arm's length bargaining positions, (vi) containing a finding that Sellers and Buyer have not engaged in any conduct that would cause or permit this Agreement to be avoidable under Section 363(n) of the Bankruptcy Code, (vii) providing that this Agreement and the Contemplated Transactions may, subject to the terms set forth herein, be specifically enforced against and binding upon, and not subject to rejection or avoidance by Sellers or its estate or any chapter 7 or chapter 11 Bankruptcy Code trustee of Sellers or other Representative of its estate, (viii) providing that the Bankruptcy Court shall retain jurisdiction to resolve any controversy or Claim arising out of or relating to this Agreement or the breach thereof, (ix) providing that neither Buyer nor any of its Affiliates shall be deemed a successor in interest to Sellers, (x) providing that, upon Buyer's payment of the consideration provided hereunder, Sellers shall have received fair and reasonably equivalent value for the Purchased Assets, and (xi) providing for the release by the Sellers of the Released Parties.

"Second Quarter 2025" means the calendar year period from April 1, 2025, through June 30, 2025.

"Security Arrangements" has the meaning set forth in Section 7.04(b).

"Seller Billing Information" has the meaning set forth in Section 7.09(a)(i).

"Seller Closing Certificate" has the meaning set forth in Section 8.03.

"Seller Cost Reports" has the meaning set forth in Section 2.08(b).

"Seller Fundamental Representations" means collectively, the representations and warranties made by the Sellers in Section 4.01 (Organization; Good Standing of the Sellers), Section 4.02 (Authority; Validity; Consents), Section 4.04 (Title; Sufficiency of Assets; No Outstanding Rights), Section 4.08(c)(i), (ii), (iv) and (v), (d) and (e) (Compliance with Applicable Laws), Section 4.18 (Broker's or Finder's Fees) and Section 4.23 (Management Projections).

"Seller Obligations" has the meaning set forth in Section 7.04(b).

"Sellers" has the meaning set forth in the Preamble.

"Service Provider" means any individual who is engaged by Sellers to provide personal services to Sellers pursuant to a consulting or other independent contractor relationship or as a temporary or leased employee engaged through a staffing firm or other third-party employer, directly related to the Business or the Purchased Assets.

"Software" means, with respect to the Business, except to the extent generally available for purchase from a third Person, any and all (i) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, and (ii) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, in each case, that are used in, incorporated in, embodied in, displayed by or relate to, or are used or useful in the Business.

"Split Note (Consolidated A-1)" means that certain promissory note evidencing SHG Resources, LLC's obligation to pay the stated principal amount of Twenty-Four Million, Two Hundred Forty-Five Thousand, Six Hundred and Seventy-Two and No/100 Dollars ($24,245,672.00).

"Split Note (Consolidated A-2)" means that certain promissory note evidencing SHG Resources, LLC's obligation to pay the stated principal amount of One Hundred and Thirty-One Million, Nine Hundred Thirty Thousand, Seven Hundred and Sixty-Four and No/100 Dollars ($131,930,764.00).

"Straddle Periods" has the meaning set forth in Section 7.01(b).

"Survey" means any survey of any of the Real Property existing as of the Execution Date.

"Survey No Change Affidavit" means an affidavit from Sellers in form and substance reasonably acceptable to Sellers and the Title Company evidencing that there have been no changes to a Survey for a Real Property to enable the Title Company to delete the standard survey exceptions from the applicable Title Policy therefor.

"Tax" or "Taxes" means (i) all federal, state, local or foreign taxes, charges or other assessments, including all net income, gross receipts, capital, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, property, excise taxes, unrelated business income taxes, an estimated taxes, whether disputed or not, and (ii) all interest, penalties, fines, additions to tax or additional amounts imposed by any taxing authority in connection with any item described in subsection (i) of this definition.

"Tax Allocation" has the meaning set forth in Section 7.02(a).

"Tax Return" means all returns, declarations, reports, estimates, information returns and statements required to be filed with any Governmental Authority in respect of any Taxes.

"Term Loan" means that certain Term Loan Agreement, dated as of July 29, 2016, by and among Genesis, certain Affiliates and subsidiaries of Genesis party thereto as "Borrowers", certain affiliates and subsidiaries of Genesis party thereto as guarantors, the "Lenders" (as defined therein) from time-to-time party thereto, and Welltower as "Administrative Agent" (as defined therein), as otherwise amended, supplemented, or otherwise modified from time to time.

"Third-Party Payor" means any healthcare cost reimbursement program, health plan or insurance coverage, including without limitation any Government Health Program, managed care plan or commercial health insurance plan.

"Third-Party Payor Contracts" means any Contract with a Third-Party Payor.

"Title Affidavit" has the meaning set forth in Section 6.13(a)(i).

"Title Commitment" has the meaning set forth in Section 6.13(a)(i).

"Title Company" means the national title company selected by Buyer to issue the Title Commitments and Title Policies.

"Title Policies" means ALTA owner's title insurance policies for the Owned Real Property issued by the Title Company evidencing Buyer as the insured and subject only to the Permitted Liens.

"Transaction Documents" means this Agreement, all exhibits hereto, the Disclosure Schedules, the Operations Transfer Agreements, the Transition Services Agreement, and each other agreement, certificate or instrument to be delivered pursuant to this Agreement.

"Transfer Taxes" has the meaning set forth in Section 7.01(a).

"Transferred Employees" has the meaning set forth in Section 7.05(b).

"Transition Period" has the meaning set forth in Section 2.08(b).

"Transition Services Agreement" means a transition services agreement to facilitate the Contemplated Transactions and the Wind-Down Activities of the Sellers, in a form reasonably acceptable to the Sellers and the Buyer to be agreed upon ten (10) days prior to the Auction and Sale Hearing.

"Unaudited Financial Information" has the meaning set forth in Section 4.05(ii).

"Undisclosed Contract" has the meaning set forth in Section 2.07(h).

"Union" means any labor union, works council, or other labor representative organization representing or purporting to represent any Employees or Service Providers of the Sellers.

"Unique Contracts" has the meaning set forth in Section 2.07(b).

"UPCS/HQS" means the Uniform Physical Condition Standards and Housing Quality Standards as determined by HUD from time to time.

"Updated Survey" means any updated Survey or new survey of the Owned Real Property that Buyer elects, at Buyer's sole option to obtain.

"VDR" means that certain Datasite virtual data room entitled "Genie," including all documents and materials posted thereto.

"WARN Act" means the Worker Adjustment and Retraining Notification Act of 1988.

"WAX Lender" means WAX Dynasty Partners LLC.

"Welltower" means MARKGLEN, LLC, a West Virginia limited liability company.

"White Oak Facility" means (i) 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") by and among, Genesis, certain of its affiliates and subsidiaries party thereto as "Borrowers" (as defined therein) (collectively with Genesis Healthcare, Inc., the "Prepetition Non-HUD ABL Borrowers"), the "Lenders" (as defined therein) from time-to-time party to the Prepetition Non-HUD ABL Credit Agreement (the "Prepetition Non-HUD ABL Lenders"), and White Oak Healthcare Finance, LLC ("White Oak"), as "Administrative Agent" (as defined therein) for the Prepetition Non-HUD ABL Lenders pursuant to which the Prepetition Non-HUD ABL Lenders provided a first lien asset-based lending credit facility to the Prepetition Non-HUD ABL Borrowers and (ii) that certain Third Amended and Restated Revolving Credit Agreement, dated as of March 6, 2020, by and among, certain affiliates and subsidiaries of Genesis party thereto as "Borrowers", the Prepetition HUD ABL Borrowers' affiliates and subsidiaries party thereto as guarantors, the "Lenders" (as defined therein) from time-to-time party to the Prepetition HUD ABL Credit Agreement (the "Prepetition HUD ABL Lenders"), and White Oak as "Administrative Agent" (as defined therein) (successor-by-assignment to MidCap Funding IV Trust, a Delaware statutory trust) for the Prepetition HUD ABL Lenders pursuant to which the Prepetition HUD ABL Lenders provided a first lien asset based lending credit facility to the Prepetition HUD ABL Borrowers.

"White Oak Transaction" has the meaning set forth in Section 8.15.

"Wind-Down Activities" means any wind-down or liquidation activities of the Sellers.

Section 1.02 Other Definitions and Interpretive Matters. Unless otherwise expressly provided or the context otherwise requires, for purposes of this Agreement, the following rules of interpretation shall apply:

(a) Amendments. References to any agreement (including this Agreement) are references to that agreement as amended, consolidated, supplemented, novated or replaced in accordance with the terms and conditions therein from time to time.

(b) Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period (or if any other date specified in this Agreement for giving any notice or taking any action) is a day other than a Business Day, then the period (or date) in question shall end on (or be deemed to be) the next succeeding Business Day.

(c) Consent. If any provision of this Agreement requires a Party to obtain the consent of another Party, such consent may be withheld or conditioned in the requested Party's sole and absolute discretion unless otherwise expressly provided herein.

(d) Dollars. Any reference in this Agreement to "*$*" means United States dollars.

(e) Dates. The terms "*date hereof*," "*date of this Agreement*," and similar terms shall mean the Execution Date.

(f) Day and Time. References to "*day*" shall mean calendar day, unless otherwise specified herein, and references to time are references to Eastern Standard Time or Eastern Daylight Time (as in effect on the applicable day) unless otherwise specified herein.

(g) Gender and Number. Any reference in this Agreement to gender includes all genders, and words imparting only the singular number include the plural and vice versa.

(h) Headings. The provision of a table of contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in the construction or interpretation of this Agreement. All references in this Agreement to any "*Section*" or "*Article*" are to the corresponding Section or Article of this Agreement unless otherwise specified.

(i) Herein. Words such as "*herein*," "*hereof*", "*hereby*", "*hereunder*" and similar words refer to this Agreement as a whole and not merely to a subdivision in which such words appear, unless the context otherwise requires.

(j) Including. The word "*including*" or any variation thereof means "*including, without limitation,*" and any lists or examples following the word "including" or the phrase "*including, without limitation*", are intended to be nonexclusive examples solely for purposes of illustration and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(k) Laws. Unless the context requires otherwise, references to any Applicable Law are references to that Applicable Law as of the date of this Agreement, and shall also refer to all rules and regulations promulgated thereunder.

(l) No Double Counting. The provisions of this Agreement shall be interpreted in such a manner so as not to inequitably benefit or burden any party through "double counting" of assets or Liabilities or failing to recognize benefits that may result from any matters that impose Liabilities, Losses or burdens on any party.

(m) No Strict Construction. Buyer, on the one hand, and Sellers, on the other hand, participated jointly in the negotiation and drafting of this Agreement, and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by Buyer, on the one hand, and Sellers, on the other hand, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. Without limitation as to the foregoing, no rule of strict construction construing ambiguities against the draftsperson shall be applied against any Person with respect to this Agreement.

(n) Sellers. For purposes of this Agreement (i) references herein to "Sellers shall assign or transfer" (or words of similar import) shall mean "Sellers shall assign or transfer, or cause its existing governing body to assign or transfer," (ii) references herein to "all rights of Sellers" (or words of similar import) shall mean "all rights of Sellers, or of Sellers' existing governing body," (iii) references herein to "Sellers shall cooperate" (or words of similar import) shall mean "Sellers shall cooperate, and shall cause Sellers' existing governing body to cooperate," and (iv) references herein to "Sellers will make available" (or words of similar import) shall mean "Sellers will make available and cause Sellers' existing governing body to make available." The phrases "Sellers have delivered," "Sellers have provided," "Sellers have made available" and phrases of similar import shall mean that, Sellers or its Representatives have made the document or information in question available to Buyer and its employees and Representatives at least two (2) Business Days prior to the date hereof by posting a copy thereof to the VDR.

(o) Successors and Assigns. References to any party shall include references to its respective successors and permitted assigns and delegates.

ARTICLE II.
PROPERTY DESCRIPTION AND BANKRUPTCY CASE

Section 2.01 Purchased Assets. Upon and subject to the terms and conditions of this Agreement on the Closing Date and subject to entry of the Sale Order, Sellers will assume, sell, transfer, assign, convey and deliver to Buyer, and Buyer will purchase, acquire, assume and accept from Sellers all of Sellers' respective right, title and interest in, to and under the Purchased Assets, free and clear of all Liens, Claims and Liabilities to the extent permissible under Section 363(f) of the Bankruptcy Code, other than Permitted Liens and any Assumed Liabilities (the "Contemplated Transactions"). The term "Purchased Assets" means all of Sellers' right, title and interest in, to and under all assets pertaining to or used in connection with the Business as existing on the Closing Date wherever located and whether or not carried or reflected on the books and records of Sellers, other than the Excluded Assets, including all right, title and interest of Sellers in, to or under the following:

(a) Cash. Other than Excluded Cash, all cash, cash equivalents, prepayments (including, without limitation, all prepayments made to third party vendors), deferred assets, refunds, credits or overpayments, commercial paper, letter of credit, marketable securities, and Excess Funds.

(b) Accounts Receivable. All of the Accounts Receivable, all of which is set forth on Schedule 2.01(b) of the Disclosure Schedules.

(c) Real Property.

(i) Fee title in and to the lands, which are described on Schedule 2.01(c) of the Disclosure Schedules (each, a "Land"), including all easements, rights-of-way, rights of ingress and egress, strips, zones, licenses, transferable hereditaments, privileges, tenements and appurtenances in any way belonging to or appertaining to any Land or any Improvements relating thereto, together with any right or interest in any open or proposed highways, streets, roads, avenues, alleys, easements, strips, gores and rights-of-way in, across, in front of, contiguous to, abutting or adjoining the Land or any Improvements (collectively, the "Owned Real Property"). As used in this Agreement, the term "Owned Real Property" shall be deemed to include all of Sellers' right, title and interest to the beneficial easements, rights and appurtenances, water rights, mineral rights and development rights related to such Owned Real Property, and all Land, Improvements, and rights related thereto acquired (or able to be acquired) by Sellers pursuant to the Assigned Purchase Agreements.

(ii) To the extent transferable, all existing warranties and guaranties (express or implied) issued to Sellers in connection with the Improvements.

(d) Personal Property.

(i) All Furniture and Equipment (whether movable or attached to the Real Property), motor vehicles, Hardware, supplies, Inventory, linens, medicine, foodstuffs, consumable and other personal property of any type or description, including all beds, chairs, sofas, wheelchairs, tables, kitchen and laundry equipment associated with the Business and/or present at the Real Property (collectively, the "Personal Property"), excluding the Excluded Personal Property.

(ii) To the extent transferable, all existing warranties and guaranties (express or implied) issued to Sellers in connection with the Personal Property described in Section 2.01(d)(i) above.

(iii) All signs, marks, supplies, trademarks and materials located on or used in the operation of the Purchased Assets and all of Sellers' right, title and interest in and to such names, including the internet domain names and the content found thereon and related thereto, and related logos and marketing materials.

(iv) To the extent transferable and in a Seller's possession, all site plans, surveys, geological and environmental and soils studies and reports, market studies

and surveys and reports, architectural renderings and models, plans and specifications, engineering plans and studies, floor plans, landscaping plans and other similar plans and diagrams relating thereto; and all construction warranties, manufacturer's warranties and other warranties and guarantees applicable to the Purchased Assets or Business.

(e) JV Equity Interests. All shares of capital stock or other equity interests owned by Sellers in specified non-Debtor subsidiaries of Sellers set forth on Schedule 2.01(e) (the "JV Equity Interests"), including, without limitation, all of the Sellers' equity interests owned in their non-Debtor joint ventures (each, a "Joint Venture" and collectively, the "Joint Ventures").

(f) Insurance Policies. All rights and obligations under or arising out of all insurance policies of the Sellers to the extent such policies relate to the Business or to any Assumed Liabilities (including returns and refunds of any premiums paid, or amounts due back to any Seller, with respect to cancelled insurance policies) other than any Excluded Insurance Policy (collectively, the "Insurance Policies"), and all benefits of any nature of any Seller with respect thereto (including any claims of any Seller arising under such policies and all credits, premium refunds, proceeds, causes of action or rights thereunder) other than any Excluded Insurance Policy, provided, that to the extent any Insurance Policies cover any Excluded Liabilities, including, without limitation, tort liabilities, operational liabilities, and environmental liabilities, such Insurance Policies will be made available to satisfy bona fide claims of any third party that are covered by such Insurance Policies.

(g) Assigned Leases. All of Sellers' rights and interests in the unexpired Real Property Leases specifically identified by Buyer in writing on or prior to the Designation Deadline, which shall include, but not be limited to, the Contracts set forth on Schedule 2.01(g) and all of Seller's rights and interests in and to the Leased Real Property described in any Real Property Lease (collectively, the "Assigned Leases").

(h) Assigned Contracts. All of the Contracts of Sellers listed on Schedules 2.01(h) and 4.12(d) or designated as Assigned Contracts by Buyer in writing on or prior to the Designation Deadline, other than the Excluded Contracts (the "Assigned Contracts"). Notwithstanding the foregoing, as used in this Agreement, the term "Assigned Contracts" expressly excludes any contracts, leases, agreements, commitments and other arrangements, and any amendments, modifications, supplements, renewals and extensions entered into by a Seller after the Execution Date and prior to the Closing in breach of Section 6.02, Buyer shall have no obligations under the Assigned Contracts unless such Assigned Contracts are listed on Schedule 2.01(h) or designated by Buyer as Assigned Contracts in writing on or prior to the Designation Deadline.

(i) Tax Credits. All rights to any Tax credits, rebates, or other similar benefits of any Seller or that any Seller may qualify for with respect to the Purchased Assets, to the extent transferrable under Applicable Law.

(j) Government Health Programs. Unless otherwise determined by Buyer in its sole discretion prior to the Closing, all of the Sellers' rights in any Government Health Programs provider numbers, related national provider identifiers, reimbursement agreements, and Medicare and Medicaid cost or tax settlements, in each case that relate to the Business.

(k) Deposits. All deposits issued or entered into by or on behalf of any Seller related to the Purchased Assets (including the Assigned Leases and Assigned Contracts), including, without limitation, all security deposits, rent, electricity, telephone or otherwise, credits, prepaid expenses, deferred charges, advance payments, refunds, rights of set-off, rights of recovery, security deposits, prepaid items, duties, letters of credit, guarantees, surety bonds, performance bonds, and other financial assurance obligations.

(l) Records. Subject to Applicable Law, Seller's right, title and interest to copies of all Records; provided that Buyer will provide Sellers and any court appointed trustee or other fiduciary charged with winding up the affairs of the Sellers access to the Acquired Medical Records for purposes of compliance with Applicable Law and conducting specified Wind-Down Activities.

(m) Permits. To the extent transferable, Sellers' right, title and interest to any and all Permits and accreditations now held in the name of any Seller relating to the Business, and any renewals, extensions, amendments or modifications thereof.

(n) General Intangibles. All general intangibles associated with the Business and any other Purchased Assets.

(o) Guaranty Actions. To the extent transferable, all rights in and to, whether arising before or after the Closing Date, any guaranty, warranty, indemnity or a contract obligation to complete improvements, make repairs, or deliver services to Sellers, Purchased Assets or the Business, or to the extent related to the Purchased Assets or Assumed Liabilities (the "Guaranty Actions").

(p) Intellectual Property. To the extent transferable, with the exception of the Excluded Intellectual Property Licenses identified in Schedule 2.01(p), any and all rights of Sellers or its Affiliates with respect to the use of (i) all Intellectual Property, Marks, Software, operating manuals, marketing brochures, or other proprietary material used by Sellers or its Affiliates in the operation of the Purchased Assets or the Business, and (ii) all registrations, applications and licenses for any of the foregoing; provided that Buyer will provide Sellers and any court-appointed trustee or other fiduciary charged with winding up the affairs of the Sellers a license (without charge) to use any such intellectual property for purposes of conducting specified Wind-Down Activities.

(q) Assumed Employee Plans. All rights in or under Benefit Plans of the Sellers set forth on Schedule 2.01(q), which such Schedule shall be provided by the Buyer to

the Sellers prior to the Auction and Sale Hearing (collectively, the "Assumed Employee Plans").

(r) Claims and Causes of Action. To the extent not otherwise released, all Claims and Causes of Action against the Released Parties, the vendors of the Sellers or the Business, including without limitation, those set forth on Schedule 2.01(r), counterparties to Assigned Contracts and Assigned Leases and any other Claims and Causes of Action other than the Excluded Causes of Action set forth at Section 2.02(s) below.

(s) Resident Funds. All resident trust funds, patient deposits, or any residents' property held by Sellers on the Closing Date or held thereafter for residents at any of the Facilities.

(t) Rights Under Restrictive Covenant Agreements. All rights under non-disclosure or confidentiality, non-compete or non-solicitation Contracts with employees and agents of any Seller (including, for purposes of clarity and without limitation, any such Contracts with Employees and/or Service Providers) or with third parties.

(u) Purchase Options. All of Sellers' rights and interests in respect of the Purchase Options and the Assigned Purchase Agreements.

(v) Acquired Avoidance Actions. All of Sellers' rights to the Acquired Avoidance Actions in accordance with Section 2.06(e).

(w) Other Assets. All of the Sellers' other properties, assets, goodwill and rights of every kind, nature and description (whether tangible or intangible, wherever located and whether or not reflected on the books and records of the Sellers) that are now or hereafter owned, derived from or used or held for use in connection with the Business.

Section 2.02 Excluded Assets. Nothing herein contained shall be deemed to sell, transfer, assign or convey the following assets to Buyer, and Sellers shall retain all right, title and interest to, in and under the following assets (the "Excluded Assets"):

(a) Excluded Personal Property. The Personal Property identified on Schedule 2.02(a) of the Disclosure Schedules (the "Excluded Personal Property").

(b) Excluded Contract. Every Contract of the Sellers that is not an Assigned Contract or an Assigned Lease, including, without limitation, those listed on Schedule 2.02(b) (the "Excluded Contracts").

(c) Fee Reserves. Any funds in any escrow account established under a DIP Order (the "Professional Fee Reserve") for the sole benefit of attorneys, accountants, financial advisors and other professional advisors retained by any Seller or by any creditors' committee in the Bankruptcy Case (collectively, the "Estate Professionals"); provided, however, that any funds in the Professional Fee Reserve remaining after payment of all allowed claims of Estate Professionals pursuant to final applications

(which payment shall include application of any retainers held by Estate Professionals) shall be Purchased Assets and shall be turned over to Buyer ("Excess Reserve Funds").

(d) Excluded Records. (i) All Excluded Records and (ii) any records that are required by Applicable Law or by Order of the Bankruptcy Court which the Sellers are required to retain in their possession (the "Retained Records").

(e) Employee Records. Any confidential personnel or other records to the extent pertaining to any current or former employee who is not a Transferred Employee.

(f) Non-Transferrable Assets. All equipment and other assets that are (i) owned by third parties or (ii) leased to any Seller or an affiliate thereof, or are not freely assignable, saleable and transferable to the Buyer, in each case, pursuant to a contract or agreement that is not an Assigned Lease or Assigned Contract.

(g) Excluded Cash. An amount of cash on hand to satisfy Sellers' liabilities for all accrued and unpaid expenses set forth in the Budget (the "Budgeted Expenses") not otherwise provided for in a separate reserve in the Budget (together with the Excluded Cash Funded Liabilities amount, if any, the "Excluded Cash"); provided, that, for the avoidance of doubt, any cash on hand in excess of the Budgeted Expenses shall be acquired by Buyer as Purchased Assets (except as otherwise provided in Section 2.09) and, to the extent that any excess funds remain from the Excluded Cash after paying all allowed expenses, such excess funds shall be Purchased Assets and paid over to Buyer (together with the Excess Reserve Funds, the "Excess Funds").

(h) Bank Accounts. One or more bank accounts designated by Sellers in writing to Buyer prior to Closing that the Sellers shall retain in connection with the Excluded Cash.

(i) Excluded Insurance Policies. All director and officer insurance policies (including any tail or runoff policy) and any other insurance policy (i) related solely to any Excluded Asset, (ii) required to cover Claims or expenses in the Bankruptcy Case or (iii) required to be retained by Sellers in connection with the wind-down of the Sellers' bankruptcy estates following the Closing (the "Excluded Insurance Policies") and, in each case, all rights and benefits of any nature of Sellers with respect thereto.

(j) Guarantees, Warranties, and Indemnities. All guarantees, representations, warranties and indemnities to the extent pertaining to any Excluded Asset or rights and defenses to the extent pertaining to any Excluded Liability, but excluding the Acquired Avoidance Actions and the Guaranty Actions.

(k) Equity Interests. All equity interests of the Sellers but excluding, for the avoidance of doubt, the JV Equity Interests.

(l) Excluded Plans. All Benefit Plans that are not Assumed Employee Plans ("Excluded Plans") and all assets of any such Excluded Plans, including records

relating thereto, or any trust or other funding vehicles with respect to any such Excluded Plans.

(m) Purchase Price and Transaction Documents. The Purchase Price and all rights of Sellers under this Agreement or any Transaction Documents delivered in connection with the Contemplated Transactions.

(n) Software. All rights to any Software used in any computer equipment included in the Purchased Assets, solely to the extent not freely transferable to Buyer.

(o) Disposed Assets. The portions of Inventory, prepaid expenses and other Purchased Assets disposed of, or expended, as the case may be, by the Sellers after the Execution Date and prior to the Closing Date in the Ordinary Course of Business.

(p) Permits. All licenses, accreditations, or Permits that are not transferrable pursuant to Applicable Law, by Order of the Bankruptcy Court or pursuant to the requirements of applicable accreditation organizations.

(q) Unrelated Contracts. Any (i) Contracts that primarily relate to the Excluded Liabilities or the Excluded Assets, do not relate to the Business, the Purchased Assets or the Facilities or (ii) Contracts in which one or more of the Sellers' other facilities participate that is not a Facility and are not severable, are system-wide or regional contracts of the Sellers which are accessible to the Business by virtue of the Business being owned by the Sellers and are not otherwise assignable to Buyer.

(r) Unclaimed Property. All unclaimed property of any third party as of the Closing Date, including, without limitation, property which is subject to Applicable Laws relating to escheat.

(s) Excluded Causes of Action. Any Claims or Causes of Action of the Sellers (i) against non-Released Parties and third parties solely to the extent that such Claims or Causes of Action relate to the Excluded Assets or the Excluded Liabilities or (ii) that are Claims or Causes of Action against current and former directors and officers of the Sellers, subject to Section 11.02(d) (collectively, the "Excluded Causes of Action").

(t) Privileged Documents. All documents relating primarily to the Excluded Assets and the Contemplated Transactions protected by any applicable privilege, including attorney-client or attorney work product privilege.

(u) Other Assets. Any other assets designated by Buyer, in its sole and absolute discretion, and specifically identified on Schedule 2.02(u), which such schedule may be amended by Buyer in writing to add additional Excluded Assets at any time prior to the Closing.

Section 2.03 Assumption of Liabilities. Upon the terms and subject to the conditions of this Agreement, on the Closing Date, Buyer shall execute and deliver to Sellers the Bill of Sale and Assignment and Assumption Agreement, in form and substance mutually agreeable to the parties, pursuant to which Buyer shall assume and agree to discharge when due (in accordance

with their respective terms and subject to the respective conditions thereof), only the following Liabilities of Sellers, including all Cure Costs related to the Assigned Contracts and Assigned Leases subject to the Cure Cost Cap as set forth on Schedule 2.07(b) (except to the extent constituting and excluding for all purposes, the Excluded Liabilities) and no other Liabilities (collectively, the "Assumed Liabilities"):

(a) Generally. All of the claims, Liabilities and obligations of any kind or nature incurred in the conduct of the Business or the use of the Purchased Assets or the Facilities arising out of or relating to (i) events, occurrences, acts or omissions occurring on or after the Closing Date or (ii) the operation of the Business or the Purchased Assets by Buyer on or after the Closing Date.

(b) Assigned Contracts and Assigned Leases. All Liabilities and obligations of Sellers under the Assigned Contracts and Assigned Leases only to the extent that the same arises from and after the Closing Date, including, without limitation, Cure Costs (subject to the Cure Cost Cap).

(c) Transferred Employees. All Liabilities incurred after the Closing Date relating to the employment or performance of services, termination of employment or services of any Transferred Employee or any Liabilities arising under each Assumed Employee Plan after the Closing Date.

(d) White Oak Facility. All Liabilities relating to the secured portion of the White Oak Facility as determined under Section 506(a)(1) of the Bankruptcy Code, and only if mutually agreed by Buyer and Sellers in accordance with Section 6.11 that Buyer shall assume such Liabilities relating to the White Oak Facility.

(e) Priority Tax Claims. All Liabilities, if any, associated with funding the payment of allowed priority Tax claims of the Sellers in connection with a plan of liquidation approved by the Bankruptcy Court, so as to provide the holders of such allowed claims with treatment consistent with the provisions of Section 1129(a)(9)(C) of the Bankruptcy Code (to be paid out over a five (5) year period), in an amount not to exceed $31,342,677.60, plus any accrued interest or penalties that would otherwise be entitled to priority under Section 507(a)(8) of the Bankruptcy Code.

(f) ReGen Notes. Unless otherwise released, forgiven or discharged as part of the Bankruptcy Case, all Liabilities of the Sellers to ReGen Healthcare, LLC under the approximately $99,500,000 convertible promissory notes and all other loan documents set forth on Schedule 2.03(f).

(g) A-1/A-2 Notes and Split Notes. (i) all Liabilities and obligations of the Sellers under the A-2 Note and the Split Note (Consolidated A-2), unless MAO 22322 LLC releases, acquits and forever discharges the Genesis Obligors from any and all obligations under the A-2 Note and the Split Note (Consolidated A-2) at or prior to the Closing and (ii) all Liabilities and obligations of the Sellers under the Split Note (Consolidated A-1), unless WAX Lender releases, acquits and forever discharges the

Genesis Obligors from any and all obligations under Split Note (Consolidated A-1) at or prior to the Closing.

(h) Seller Released Party Obligations. All Liabilities and obligations of the Sellers owed to the Released Parties, unless the Released Parties release, acquit and forever discharge Sellers from all such obligations at or prior to the Closing, including, but not limited to: (i) any Claims held by Integra WIP Tenant or its Affiliates against the Sellers for unpaid termination payments arising under the Amendment to Sublease Termination Agreement (Colorado), dated as of December 27, 2023; (ii) any Liabilities for back-rent owed by the Sellers to WAX Lender, (iii) any Claims held by Pinta Capital Partners against the Sellers under the Consulting Agreement, dated as of January 1, 2022; and (iv) deficiency Claims, if any, held by the Released Parties against the Sellers with respect to the Term Loan.

(i) Secured IRS Claims. All Liabilities, if any, relating to the secured portion of the IRS Claims as determined under Section 506(a)(1) of the Bankruptcy Code, in an amount mutually agreed by Buyer and Sellers prior to Closing, the secured amount of which and any repayment terms with respect thereto shall be resolved in a manner satisfactory to Buyer in its sole discretion.

(j) Tax Liabilities. All Liabilities for Taxes (including bed Taxes) that relate to the Purchased Assets for which any Seller is obligated attributable to a taxable period (or portion thereof) after the Closing Date but not payable until due after the Closing Date.

(k) Post-Petition Bed Taxes. All Liabilities for bed Taxes that relate to the Purchased Assets for which any Seller is obligated attributable to a taxable period (or portion thereof) after the Petition Date but not payable until due after the Closing Date, except to the extent such amounts are Budgeted Expenses; provided, however, that the aggregate amount of Liabilities that Buyer may assume pursuant to this Section 2.03(k) shall not exceed Forty-Five Million Dollars ($45,000,000.00) as of the Outside Closing Date or Forty-Seven Million Five Hundred Thousand Dollars ($47,500,000.00) if the first extension to the Outside Closing Date, as outlined at Section 10.01 is elected by either party; provided, further, that Buyer reserves the right to challenge, contest or otherwise object to, in whole or in part, the amount of any such Liabilities alleged to be owed by any Governmental Authority or any other Person in its sole discretion.

(l) Adequate Assurances. Any and all costs and expenses necessary in connection with providing "adequate assurance of future performance" with respect to the Assigned Contracts and Assigned Leases (as contemplated by Section 365 of the Bankruptcy Code), subject to the Cure Cost Cap.

(m) Accounts Payable. Liabilities for all accounts payable and operating expenses, in each case, arising or incurred after the Closing Date and incurred in the Ordinary Course of Business.

(n) Funded Liabilities. The Assumed Funded Liabilities as defined at Section 2.09 below, if any.

(o) Transferred Employee Obligations. With respect to any pay period that is pending as of the Closing Date, Liabilities for self-insured medical Claims and payroll obligations incurred in the Ordinary Course of Business unpaid as of the Closing Date but not payable until due after the Closing Date, solely with respect to the Transferred Employees (subject in each case to the applicable terms and conditions of the applicable Assumed Employee Plans) and excluding personal injury or general liability Claims; provided, however, that the aggregate amount of Liabilities that Buyer may assume pursuant to this Section 2.03(o) shall not exceed Ninety One Million Dollars ($91,000,000.00).

(p) Other Assumed Liabilities. All other Liabilities set forth on Schedule 2.03(p), which Buyer may amend following the Execution Date prior to Closing in its sole discretion.

The assumption by Buyer of the Assumed Liabilities shall not, in any way, enlarge the rights of any third parties relating thereto.

Section 2.04 Excluded Liabilities. Notwithstanding any provision in this Agreement to the contrary, Buyer shall not assume and shall not be obligated to assume or be obliged to pay, perform or otherwise discharge any Liability of Sellers or any of their Affiliates, and Sellers shall retain and be solely and exclusively liable with respect to all Liabilities of Sellers, except for only the Assumed Liabilities (such Liabilities other than Assumed Liabilities, collectively, the "Excluded Liabilities"), which Excluded Liabilities shall include the following:

(a) Generally. All Liabilities of any Seller arising out of or relating to the Business or the Purchased Assets, to the extent attributable to the ownership, operation or use of any of the Purchased Assets or the Business prior to the Effective Time, other than the Assumed Liabilities.

(b) Excluded Assets. Any Liability arising from any Excluded Assets.

(c) Indebtedness. All Indebtedness of Sellers (other than as contemplated by Sections 2.03(d), 2.03(f), 2.03(g), and 3.01(b));

(d) Taxes. All (i) Liabilities of the Sellers for Taxes of Sellers or (ii) Liabilities for Taxes relating to the Purchased Assets or Assumed Liabilities attributable to a pre-Closing Tax period, in each case to the extent not allocated to Buyer pursuant to Section 2.03 or Section 7.01.

(e) Excluded Employee Liabilities. All Excluded Employee Liabilities.

(f) WARN Act. All Liabilities under the WARN Act and/or similar state or local Applicable Laws with respect to plant closings or mass layoffs of Employees that occur exclusively based on actions taken by Sellers prior to or at the time of the Closing without any aggregation with actions taken by Buyer following the Closing.

(g) Transaction Costs. All Liabilities for fees, costs and expenses that have been incurred or that are incurred or owed by Sellers or of any of their predecessors in connection with this Agreement, the Transaction Documents, and the Contemplated Transaction or the administration of the Bankruptcy Case (except as set forth in the Assumed Liabilities Section herein), including all fees and expenses of professionals engaged by Sellers and all costs and expenses incurred in connection with (i) the negotiation, execution and consummation of the Contemplated Transactions and this Agreement and the Transaction Documents, (ii) the negotiation, execution and consummation of any cash collateral or debtor in possession financing arrangement, and (iii) the consummation of the Contemplated Transactions, including any retention bonuses, "success" fees, change of control payments and any other payment obligations of Sellers or of any of their predecessors payable as a result of the consummation of the Contemplated Transactions, this Agreement, and the Transaction Documents.

(h) Bonuses. Any outstanding and unpaid bonus, commission or incentive obligations in respect of any current or former employee, officer, director or other individual service provider of Sellers.

(i) Rejected Contracts. All Liabilities relating to claims arising from or related to the rejection of a Contract or lease pursuant to Section 365 of the Bankruptcy Code.

(j) Proceedings. Any Liability arising out of or in connection with any Proceedings involving, against, or affecting any Purchased Assets or Purchased Liabilities, the Business (or any portion thereof), Sellers, any of their Affiliates or predecessors, or any assets or properties of Sellers or of any of their predecessors (whether instituted prior to or after Closing) to the extent arising from acts or omissions by Sellers which occurred or alleged to have occurred prior to the Closing Date (except to the extent (and only to such extent that) such actions relate to an Assumed Liability).

(k) Environmental Liabilities. All Environmental Liabilities, to the extent accruing, arising out of or relating to events, occurrences, acts or omissions occurring or existing prior to the Closing Date.

(l) Non-Transferred Employees. Any Liability (whether arising before, on or after the Closing Date) with respect to any employee or former employee of the Sellers who is not a Transferred Employee.

(m) Indemnification. Except as set forth herein, all Liabilities relating to Causes of Action for indemnification of any present or former officer, manager, employee, partner or member of any Seller whether arising under bylaws, certificates of formation or other formation documents, or contract in each case arising out of or relating to (i) events, occurrences, acts or omissions occurring or existing prior to the Closing Date or (ii) the operation of the Business or the Purchased Assets by Buyer prior to the Closing Date.

(n) Accounts Payable. All prepetition accounts payable of any Seller (except to the extent expressly assumed by Buyer).

(o) Transaction Documents. All Liabilities of Sellers under this Agreement and the other Transaction Documents.

(p) Overpayments. Without limitation, any final, non-appealable amounts due or that may become due as a result of (i) any determination by Medicare, any fiscal intermediary, or any federal or state Governmental Authority or any Third-Party Payor that any amounts paid to Sellers for any services provided at the Business (including, for the avoidance of doubt, any claims with respect to Medicare advance payments) prior to the Closing Date resulted in (A) an overpayment, (B) cost report adjustments, or (C) any other recoupment or determination that funds previously paid by such Third-Party Payor must be repaid on a final and non-appealable basis, and (ii) any fines, penalties, assessments, and other charges associated with any such determinations, in each case to the extent allowed by Applicable Law.

Section 2.05 Further Assurances. From time to time following the Closing, Sellers and Buyer shall, and shall cause their respective Affiliates to, execute, acknowledge and deliver all such further conveyances, notices, assumptions, assignments, releases and other instruments, and shall take such further actions, as may be reasonably necessary or appropriate to otherwise make effective the Contemplated Transactions; *provided*, *however*, that nothing in this Section 2.05 shall require Buyer or any of its Affiliates to assume any Liabilities other than the Assumed Liabilities. Notwithstanding the foregoing, nothing in this Section 2.05 shall prohibit Sellers from ceasing operations or winding up its affairs following the Closing. Each of the Buyer and Sellers acknowledges that subsequent to the Closing each party may need access to information or documents in the control or possession of the other parties with respect to the Business (including, patient medical records for patients of the Business prior to the Closing Date), the Purchased Assets and the Assumed Liabilities, including for the purposes of post-Closing operations of the Business by the Buyer, any pending or threatened audits, inquiries or investigations (including any of the same undertaken by any Governmental Authority), compliance with Applicable Laws and the prosecution or defense of third party claims as may be related to the Business, and each party shall provide such reasonable access.

Section 2.06 Bankruptcy Court Approval.

(a) Sellers and Buyer acknowledge that this Agreement and the sale of the Purchased Assets and the assumption and assignment of the Assigned Contracts and Assigned Leases are subject to the Bidding Procedures Order and Bankruptcy Court approval. Sellers and Buyer acknowledge that they are aware of the relevant legal requirements and will proceed in good faith to satisfy such requirements.

(b) From and after the Execution Date and prior to the Closing or the termination of this Agreement in accordance with Article XII, neither party (nor their Affiliates) shall take any action which is intended to (or is reasonably likely to), or fail to take any action the intent (or the reasonably likely result) of which failure to act is to, prevent entry of the Sale Order or approval of this Agreement; *provided, however*, Sellers and Buyer may act in accordance with the Bidding Procedures Order.

(c) In the event that the entry of a Sale Order is appealed or a stay pending appeal is sought, Sellers shall oppose the appeal or the stay pending appeal and seek the dismissal of any appeal (including a petition for certiorari, motion for rehearing, re-argument, reconsideration or revocation).

(d) Notwithstanding the foregoing, any resulting changes to this Agreement or any other Transaction Document or resulting material changes to the proposed Sale Order shall be subject to the approval of Buyer in its reasonable discretion. Sellers shall (i) provide Buyer with drafts of any and all other pleadings and proposed orders to be filed or submitted in connection with this Agreement and the Contemplated Transactions at least three (3) Business Days prior to filing or submitting such pleadings and proposed orders, and such pleadings and proposed orders shall be in form and substance reasonably acceptable to Buyer (except where emergency pleadings and orders do not allow such review and revision) and (ii) use reasonable best efforts to consult and cooperate with Buyer regarding any discovery taken in connection with seeking entry of the Sale Order (including any depositions).

(e) During the Bankruptcy Case, Sellers shall not commence, assign, convey or abandon any Avoidance Actions against any of Sellers' ordinary course vendors, contract counterparties, contractors and other suppliers of services related to the Business (the "Acquired Avoidance Actions") without the prior written consent of Buyer, which shall not be unreasonably withheld, conditioned, or delayed.

(f) Sellers shall use their reasonable best efforts to obtain entry of the Sale Order on or before October 17, 2025.

Section 2.07 Assigned Contracts and Cure Costs.

(a) Subject to the approval of the Bankruptcy Court by Final Order, and effective on the Closing Date, the Assigned Contracts and Assigned Leases will be assumed by the Sellers and assigned to the Buyer on the Closing Date, in accordance with Section 365 of the Bankruptcy Code. Prior to the Closing, Sellers shall not reject any Contract or lease without the prior written consent of Buyer. The final determination of which Contracts shall be Assigned Contracts and Assigned Leases shall be within the Buyer's sole discretion. The Cure Costs of the Assigned Contracts shall be paid by the Buyer in accordance with the provisions herein.

(b) Schedule 2.07(b) of the Disclosure Schedules sets forth each Executory Contract (such list, the "Available Contract Schedule"), and Sellers' good faith estimate of the amount of the Cure Costs payable as of Closing in respect of each such Executory Contract (and if no Cure Cost is estimated to be payable in respect of any particular Executory Contract, the amount of such Cure Cost designated for such Contract or Real Property Lease shall be "$0.00"). The parties acknowledge that, as of the Execution Date, Sellers have not yet delivered the Available Contract Schedule or identified the Material Contracts to Buyer. Sellers shall deliver the Available Contract Schedule on a date that is no later than September 15, 2025. If, prior to the Auction and Sale Hearing, there are Material Contracts that Buyer cannot reasonably source alternatives

such that Buyer would reasonably have to assume such Material Contract(s) in order to continue to operate the Business and the Purchased Assets without material disruption or harm to the Business (collectively, "the Unique Contracts"), and Buyer and Sellers, after engaging in good faith negotiations, are unable to mutually agree on the amount of the Cure Costs that Buyer would be required to pay associated therewith by September 24, 2025, Buyer may terminate this Agreement and the Contemplated Transactions upon written notice to the Sellers.

(c) At the Closing (or, if the applicable Assigned Contract or Assigned Lease is not assigned to Buyer at Closing pursuant to the terms of this Agreement, then at the time of the assignment of such Assigned Contract or Assigned Lease, as applicable, to Buyer, if ever), Buyer shall pay, pursuant to Section 365 of the Bankruptcy Code and the Sale Order, any and all cure and reinstatement costs or expenses that are required to be paid under Sections 365(b)(1)(A) and (B) of the Bankruptcy Code in connection with the assumption and assignment of the Assigned Contracts and Assigned Leases (the "Cure Costs"). Notwithstanding anything to the contrary herein, (i) Buyer shall pay all Cure Costs in cash at Closing, subject to and solely to the extent that the Cure Costs of the Unique Contracts are equal or are less than 115%, measured on an aggregate basis, of the Cure Costs set forth on Schedule 2.07(c) (the "Cure Cost Cap"), which shall be provided by Buyer prior to the Auction, and shall be based on the Cure Cost amounts for each Assumed Contract and Assumed Lease contemplated by the Buyer as of the date of delivery thereof as set forth in the Available Contract Schedule, (ii) the Cure Costs are separate and apart from, and in addition to, the Purchase Price and, (iii) except with respect to the Assumed Liabilities, Buyer shall not be required to make any payment of Cure Costs for any Contract or Real Property Lease, and shall not assume any Liabilities with respect to any Contract or Real Property Lease that is not an Assigned Contract or Assigned Lease. If the aggregate Cure Costs exceed the Cure Cost Cap and Buyer, after engaging in good faith negotiations with Sellers, does not agree to increase the Cure Cost Cap within ten (10) Business Days after the Sellers notify Buyer in writing that the Cure Costs shall exceed the Cure Cost Cap, the Sellers may terminate this Agreement and the Contemplated Transactions upon written notice to Buyer.

(d) Notwithstanding anything in this Agreement to the contrary, a Contract or Real Property Lease that is validly rejected or otherwise not assumed and assigned to the Buyer pursuant to this Section 2.07 shall constitute an Excluded Asset.

(e) From time to time, at any time prior to or on the Designation Deadline, Buyer shall have the right, which may be exercised in Buyer's sole discretion, to provide written notice to Sellers of Buyer's election to designate any Executory Contract, including any Contract that is an Assigned Contract or any Real Property Lease that is an Assigned Lease immediately before such designation (i) as an Excluded Contract, and upon such designation, such Contract or Real Property Lease, as applicable, shall constitute an Excluded Contract and, if applicable, shall cease to constitute an Assigned Contract or Assigned Lease, as applicable, or (ii) to the extent not already rejected, as an Assigned Contract or Assigned Lease, and upon such designation, such Contract or Real Property Lease, as applicable, shall constitute an

Assigned Contract or Assigned Lease, as applicable, and shall cease to constitute an Excluded Contract. In the event that Buyer seeks to add an Assigned Lease or Assigned Contract, the Sellers shall provide notice of the Assigned Lease or Assigned Contract to the applicable third party within two (2) Business Days of receiving notice from Buyer and shall provide the third party with five (5) Business Days' notice to object to such assignment. If any objections are filed by, or received from, any non-Seller counterparty in response, Sellers will use commercially reasonable efforts to resolve any such objections with such non-Seller counterparty. If any such cure objection is not consensually resolved or finally determined by the Bankruptcy Court prior to the Closing Date, so long as Buyer (x) pays on or before the Closing Date such non-Seller counterparty an amount equal to the undisputed portion of Cure Costs payable with respect to such Assigned Contract and each Real Property Lease and (y) appropriately reserves funding for the disputed portion of such Cure Costs pending resolution of such cure objection, subject to entry by the Bankruptcy Court of the Sale Order, Sellers shall assume and assign such Assigned Contract and each Real Property Lease to Buyer at the Closing and upon either the consensual resolution or final determination by the Bankruptcy Court of such cure objection, Buyer shall promptly pay to such non-Seller counterparty any remaining Cure Costs owing to such non-Seller counterparty with respect to such Assigned Contract and each Real Property Lease.

(f) If Buyer exercises its rights pursuant to Section 2.07(e) above to designate a Contract, including a Contract that was an Assigned Contract, or a Real Property Lease that was an Assigned Lease, immediately before such designation, as an Excluded Contract, there shall be no reduction in the Purchase Price as a result of such designation or change in designation.

(g) Sellers acknowledge that HUD may require a full inspection of each HUD Real Property prior to the Closing Date to determine that each such HUD Real Property meets the UPCS/HQS or a REAC physical inspection of such HUD Real Property prior to the Closing Date, and the parties shall bear the cost of same. Sellers shall cooperate with any such inspections and complete all repairs identified by HUD to the extent that they are required under the HUD Real Property leases prior to Closing necessary to satisfy HUD's UPCS/HQS determination and/or REAC deficiencies prior to the Closing, to the extent required by HUD as a prerequisite to HUD's approval of the transfer of any HUD Real Property.

(h) If, at any time prior to the Closing Date, Sellers become aware that it is a party to an Executory Contract that is not listed on the Available Contract Schedule (each, an "Undisclosed Contract"), Sellers will update the Available Contract Schedule with respect to such Undisclosed Contract and (i) file with the Bankruptcy Court such updated schedule, and (ii) serve written notice to the non-Seller counterparty to such Undisclosed Contract.

Section 2.08 Provider Agreements.

(a) At the Closing, as of the Effective Time and subject to subsections (b) and (c), below, and to the extent permitted by Applicable Law, Sellers shall assign to Buyer,

and Buyer shall assume, Sellers' rights and interests in Sellers' federal and state healthcare program provider numbers (including but not limited Medicare and Medicaid provider numbers) and federal and state healthcare program provider agreements (including but not limited Medicare and Medicaid provider agreement) (collectively, the "Provider Agreements"), and Buyer shall assume and thereafter in due course fully satisfy those obligations or Liabilities under the Provider Agreements arising from services and/or items rendered after the Effective Time.

(b) Sellers and Buyer shall provide all notices and make all necessary filings as required under Applicable Law in order for Buyer to become the certified Medicare provider with respect to the Business, including the filing by Buyer of its Medicare enrollment application (CMS 855A) within thirty (30) days of Closing along with any notices required by Applicable Law. Upon Buyer's request, Sellers shall promptly provide to Buyer any information regarding Sellers and Sellers' business that is reasonably necessary for Buyer to file same including, without limitation, the name of any authorized representative or delegated official authorized to make changes to any such filings. Sellers shall timely file after the Closing any final cost report for the period of time ending on the day before the Closing Date ("Seller Cost Reports") that may be required by Applicable Law, which shall be prepared in accordance with Applicable Law and past practice immediately prior to the Closing Date. Buyer shall have the right to consult with Sellers and will be provided copies of proposed Seller Cost Reports no less than ten (10) Business Days prior to their filing by Sellers. Buyer shall forward to Sellers all correspondence relating to Seller Cost Reports within five (5) Business Days after receipt by Buyer. Buyer shall forward to Sellers any demand by payors for payments on Seller Cost Reports within three (3) Business Days of Buyer's receipt. Sellers shall retain all rights and obligations to Seller Cost Reports. Sellers will have the right to appeal any Medicare determinations relating to Seller Cost Reports, and shall appeal any determinations if so requested by Buyer at Buyer's expense. Buyer shall further be permitted, at Buyer's sole expense, to participate in any meetings with the Centers for Medicare & Medicaid Services in respect to Seller Cost Reports and to be provided with copies of all audit correspondence. In the event Sellers desires to open, re-file or amend any of Seller Cost Reports, Sellers agree to provide Buyer with at least ten (10) Business Days prior notice prior to taking such Action and agrees to reasonably consult with Buyer during such ten (10) Business Days period. So long as Buyer is utilizing its commercially reasonable efforts to become the certified Medicare provider for the Business, Buyer shall be permitted (to the extent permitted by applicable law) to bill in Sellers' name under the Provider Agreements related to Medicare during the period (the "Transition Period") that commences on the Effective Time and that ends on the earlier of (i) the issuance of the Medicare tie-in notice, and (ii) the date which is twelve (12) months following the Effective Time, subject to extension as provided herein. If, notwithstanding Buyer's continuing best efforts, the Medicare tie-in notice shall not have been issued within such 12-month period, Sellers, upon Buyer's written request, shall agree to such reasonable extensions of the Transition Period, up to a maximum of twelve additional months, as may be necessary for Buyer to complete the certification process.

(c) Following Buyers' receipt of its Medicare certification with respect to each Medicare Provider Agreement, Sellers shall immediately amend (or cause or permit the amendment of) the provider name, provider number and/or bank account number associated with any Medicare electronic funds transfer accounts in connection with such Provider Agreement ("EFT Accounts") from Sellers to Buyer or its agent. Prior to Buyer's receipt of its Medicare certification with respect to any Provider Agreement, Sellers agree to transfer all such Medicare or other Government Health Program or Third-Party Payor funds received by Sellers for services rendered on and after the Closing Date with respect to such Provider Agreement to new accounts in the name of Buyer at a bank or financial institution selected by Buyer so that Buyer may control disbursements of funds from the accounts, such that on or after the Closing Date, Buyer or its agent shall receive all Medicare or other Government Health Program or Third-Party Payor payments in connection with services rendered with respect to the Business on and after the Closing Date in an account controlled by Buyer or its agent, to the extent permitted by Applicable Law and in accordance with the procedures set forth in Section 7.09(a). Sellers hereby further covenant and agree at any time and from time to time after the Closing, at the request of Buyer, to execute and deliver any applications, endorsements, assignments and other instruments of conveyance and transfer, and take such other actions as Buyer may reasonably request in order to effectively transfer, convey, amend, assign and deliver to Buyer or its agent, and to place Buyer or its agent in actual possession and control of, and to vest, perfect or confirm, of record or otherwise, in Buyer or its agent all right, title and interest in and to any funds transferred to an EFT Account.

(d) Buyer expressly does not assume, and the assumption by Buyer of Sellers' Provider Agreements shall not be construed to impose on Buyer, any obligations under Sellers' Provider Agreements arising with respect to occurrences during the period before Closing.

Section 2.09 Funded Liabilities Estimate. The Sellers shall estimate the amount of Funded Liabilities, if any, no later than five (5) Business Days prior to the Closing Date and such estimate shall be mutually satisfactory to Buyer and Sellers. The Buyer may, at its sole discretion, agree to assume some or all (such amount, the "Assumed Funded Liabilities") or none of the Funded Liabilities. If the Buyer does not assume the Funded Liabilities, the Excluded Cash shall be increased up to a maximum amount equal to the lesser of (i) the sum of (a) any positive variance in the Budgeted Expenses plus (b) $1 million, and (ii) $5 million (such amount, the "Excluded Cash Funded Liabilities Amount") solely for the purpose of satisfying Funded Liabilities. By way of example, if the Budgeted Expenses totaled $10 million but the actual expenses were $9 million, the Excluded Cash would be $11 million and the Sellers would be permitted to utilize $2 million to pay Funded Liabilities. For the avoidance of doubt, and notwithstanding anything contained herein to the contrary, Buyer shall not be required to increase the Purchase Price or assume any Liabilities to pay for any Funded Liabilities.

ARTICLE III.
PURCHASE PRICE

Section 3.01 Purchase Price. As full consideration for the sale of the Purchased Assets by Sellers to Buyer, at the Closing, Buyer shall assume the Assumed Liabilities as provided in Section 2.03 and shall pay to the Sellers the following amounts (the "Purchase Price"):

(a) The full release of the Sellers that are obligors or guarantors under the DIP Credit Agreement of 46.6667% (up to $14,000,000.00) of the principal amount of the loans provided to the Sellers under the DIP Credit Agreement ("DIP Loans"), plus all accrued and unpaid principal, fees, penalties and other obligations with respect to such portion of the DIP Loans (the "Credit Bid Amount"); *plus*

(b) The assumption by Buyer of Liabilities with respect to, or cash in an amount equal to, the sum of (i) 53.3333% (up to $16,000,000.00) of the principal balance, plus all accrued and unpaid interest, fees, and other charges and expenses arising and payable under the DIP Loans, which the parties acknowledge and agree that such amount, plus the Credit Bid Amount shall be equal to all amounts (inclusive of interest, fees, and other charges and expenses) owing under the DIP Loans, *plus* (ii) the principal amount outstanding (estimated at approximately $317,700,000.00), plus all accrued and unpaid interest, fees, and other charges and expenses arising and payable under the Term Loan, which cash shall be paid to the DIP Agent and shall be used solely to satisfy the DIP Loans and the Term Loan in full at Closing; *plus*

(c) Cash in the amount of $15,000,000.00, which, in addition to the Excluded Cash and subject to the terms of this Agreement, will be used by the Debtors to confirm a chapter 11 plan of liquidation and fund recoveries to general unsecured creditors; *plus*

(d) An aggregate amount of cash sufficient to fund the transactions contemplated by the exercise of the Purchase Options; *plus*

(e) Assumption of the Assumed Liabilities (which shall include Cure Costs, subject to Cure Cost Cap).

ARTICLE IV.
REPRESENTATIONS AND WARRANTIES OF SELLERS

As of the Execution Date and as of the Closing Date, and as a material inducement to Buyer entering into this Agreement and to consummate the Contemplated Transactions, Sellers represent and warrants to Buyer, as follows:

Section 4.01 Organization; Good Standing of Sellers. Each of the Sellers is a corporation, limited liability company, or limited partnership, as applicable, duly organized, validly existing and in good standing under the laws of its respective jurisdiction of incorporation, formation, or organization, as applicable. Each Seller has the requisite corporate, company, or partnership power and authority to own and to operate and use its properties and to operate the Business as currently conducted. Each Seller is duly qualified or licensed to do business in each state necessary for the conduct of its business, except where the failure to be so qualified or

licensed or in good standing as would not have, individually or in the aggregate, a Material Adverse Effect.

Section 4.02 Authority; Validity; Consents. Each Seller has the requisite corporate power and authority necessary to enter into this Agreement and the other Transaction Documents to which such Seller is a party. Sellers' obligations to perform under this Agreement and the other Transaction Documents are subject to requisite Bankruptcy Court approval. Upon entry of the Sale Order, the execution, delivery and performance of this Agreement and such other Transaction Documents by Sellers and the consummation by Sellers of the Contemplated Transactions have been duly and validly authorized by all requisite corporate action, none of which actions have been modified or rescinded and all of which actions remain in full force and effect. This Agreement has been duly and validly executed and delivered by Sellers and each other Transaction Document required to be executed and delivered by Sellers at the Closing will be duly and validly executed and delivered by Sellers at the Closing. Subject to requisite Bankruptcy Court approval and assuming due authorization, execution and delivery by Buyer, this Agreement and the other Transaction Documents constitute the legal, valid and binding obligations of Sellers, enforceable against Sellers in accordance with their respective terms.

Section 4.03 Contracts. Schedule 4.03 the Disclosure Schedules lists all Material Contracts in effect as of the Execution Date. Each Assigned Contract is a valid and binding Contract of the Sellers that is a party thereto and is in full force and effect, and none of such Seller or any of its Affiliates nor, to the Knowledge of the Sellers, any other party thereto, is in default or breach in any material respect under the terms of any such Assigned Contract. Except as disclosed on Schedule 4.03 of the Disclosure Schedules, there is no event, occurrence, condition, or act (including the consummation of the transactions contemplated by this Agreement and the Transaction Documents) that, with the giving of notice or the passage of time, could become a default or event of default in any material respect under any such Assigned Contract by any of the parties thereto, excluding the Cure Costs.

Section 4.04 Title; Sufficiency of Assets; No Outstanding Rights. Except as set forth on Schedule 4.04, upon entry of the Sale Order, Sellers will deliver good and marketable title to, or a valid leasehold interest in, all Personal Property (except for the Excluded Personal Property) included in the Purchased Assets free and clear of all Liens and Liabilities, other than Permitted Liens and Assumed Liabilities to the extent permissible under Section 363(f) of the Bankruptcy Code. Sellers are the sole record and beneficial owner of the Purchased Assets. To the Knowledge of the Seller, the Purchased Assets are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property and assets necessary to conduct the Business as currently conducted. Except as set forth on Schedule 4.04 or as pursuant to this Agreement, no Seller is a party to any contract or obligation whereby there has been granted to any Person an absolute or contingent right to purchase, obtain or acquire any rights in any of the Purchased Assets. To the Knowledge of the Seller, all Personal Property included in the Purchased Assets is in good operating condition and state of repair, subject only to ordinary wear and tear which is not such as to affect adversely the operation of the Business as presently conducted or proposed to be conducted.

Section 4.05 Financial Information. Schedule 4.05 of the Disclosure Schedules hereto contains the following financial statements and financial information (collectively, the "Historical Financial Information"):

(i) audited financial statements consisting of the balance sheet of the Business as of December 31 in each of the years 2024, 2023 and 2022 and the related statements of income and net surplus/deficit, and cash flow for the years then ended; and

(ii) unaudited financial statements consisting of the balance sheet of the Business for First Quarter 2025 and the related statements of income and net surplus/deficit, and cash flow for the six (6)-month period ended on March 31, 2025 (the "Unaudited Financial Information").

The financial statements included in the Historical Financial Information are true, correct and complete in all material respects and have been prepared, in accordance with GAAP, applied on a consistent basis throughout the periods indicated except that the Unaudited Financial Information may not include required footnote disclosures or reflect normal year-end adjustments, including the future service obligation adjustment. To the Knowledge of the Sellers, the financial statements included in the Historical Financial Information fairly present in all material respects the financial position of the Business at the dates thereof and the results of the operations and statement of cash flows of the Business for the periods indicated (subject in the case of unaudited statements to recurring accounting adjustments normal in nature and amount).

Section 4.06 Permits and Approvals.

(a) The Sellers, including each Facility, are duly licensed in good standing and hold all material Permits or Approvals in accordance with all Applicable Laws, including all Healthcare Regulatory Laws, and all other ancillary departments or services located at, or operated for the benefit of, the Sellers and Facilities that are required to be separately licensed or hold Permits or Approvals are duly licensed or hold such Permits or Approvals issued by the appropriate Governmental Authority. Schedule 4.06(a) of the Disclosure Schedules sets forth a complete list of material Permits and Approvals currently issued or granted by a Governmental Authority and owned or held by or issued to Sellers in connection with the Purchased Assets or the Business.

(b) Except as set forth in Schedule 4.06(b), there are no pending or, to the Knowledge of Sellers, threatened Proceedings or Actions by or before any Governmental Authority to revoke, cancel, rescind, suspend, restrict, modify or refuse to renew any of the Permits or Approvals.

Section 4.07 Government Health Program Participation/Accreditation.

(a) Each Seller that is listed on Schedule 4.07(a) is a "provider" with valid and current Provider Agreements with one or more provider numbers with the Government Health Programs in which they participate, and Sellers and the Purchased Assets are certified for participation in such Government Health Programs, including without

limitation Medicare and Medicaid programs. Sellers have delivered confirmation that the material Provider Agreements are current and in good standing. The Provider Agreements are each in full force and effect and, to the Knowledge of Sellers, no events or facts exist that would cause any Provider Agreement to be suspended, terminated, restricted or withdrawn. The Sellers and the Purchased Assets are in substantial compliance with the condition or requirements of participation for the Medicare and Medicaid programs (and any other Government Health Programs in which they participate) in all material respects except as disclosed on Schedule 4.07(a), and no deficiencies exist in respect to any such inspections, surveys or plans of correction, and all such deficiencies are expected to be corrected in the ordinary course of the survey process.

(b) Schedule 4.07(b) contains a list of all NPIs and all provider numbers under the Government Health Programs issued to and held by Sellers and the Purchased Assets, all of which are in full force and effect.

Section 4.08 Compliance with Applicable Laws. Except for Environmental Laws (which are addressed exclusively in Section 4.17):

(a) Except as set forth on Schedule 4.08(a) of the Disclosure Schedules, Sellers, the Purchased Assets, and the Business are, and for the past six (6) years have been, in material compliance (including timely filing all required materials in connection therewith) with all Applicable Laws, including all Healthcare Regulatory Laws except where such non-compliance would not reasonably be expected to have a Material Adverse Effect.

(b) To the Knowledge of the Sellers, no Seller has received any written communication from a Governmental Authority or any qui tam relator that alleges, that any Seller, or the Purchased Assets are not in material compliance with any Applicable Law, including Healthcare Regulatory Laws, other than statements of deficiencies from a Governmental Authority received in the Ordinary Course of Business.

(c) Except as set forth on Schedule 4.08(c), Sellers are not, and in all instances below for the past four (4) years have not been: (i) a party to a corporate integrity agreement, corporate compliance agreement, deferred prosecution agreement or other formal or informal agreement with any Governmental Authority concerning compliance with Healthcare Regulatory Laws (ii) do not have any reporting obligations pursuant to any settlement agreement entered into with any Governmental Authority; (iii) have not been the subject of any Government Health Program investigation or any other Proceeding conducted by any Governmental Authority; (iv) have not been a defendant in any qui tam/False Claims Act litigation (other than by reason of a sealed complaint of which Sellers have no Knowledge); (v) have not submitted a voluntary self-disclosure to any Governmental Authority, including without limitation the Office of the Inspector General of the U.S. Department of Health & Human Services; the Centers for Medicare and Medicaid Services, and the U.S. Department of Justice; and (vi) have not been served with or received, and is not otherwise aware of, any Action, Proceeding, search warrant, subpoena, civil investigation demand, contact letter, by or

from any Governmental Authority related to any alleged or actual violations of Healthcare Regulatory Laws.

(d) To the Sellers' Knowledge, no Seller, nor any agent acting on behalf of or for the benefit of any of the Sellers, has directly or indirectly in connection with the Business, offered or paid any remuneration, in cash or in kind, to, or made any financial arrangements with, any past or present suppliers, patients, physicians and other health care providers ("Practitioners"), contractors or Third-Party Payors of Sellers that would violate Healthcare Regulatory Laws, except as otherwise permitted under Healthcare Regulatory Laws.

(e) To Seller's Knowledge, and based on monthly exclusion checks against all relevant governmental and third-party payor databases, neither the Sellers nor any of their officers, directors, employees, or independent contractors have been convicted of, charged with, investigated for, or engaged in conduct constituting an offense related to any Government Health Program, fraud, financial misconduct, or similar violations. Furthermore, based on such checks, no such individuals have been excluded, suspended, debarred, or otherwise prohibited from participating in Government Health Programs, Third-Party Payor programs, or government contracting, nor has any such action been threatened in writing. In the event an individual who is an employee or independent contractor of Sellers is identified as excluded, suspended, debarred, or otherwise prohibited from participating in such programs, Sellers shall promptly terminate the employment or contract of that individual.

Section 4.09 Health Regulatory Compliance.

(a) The Sellers are certified for participation and reimbursement under and have current Provider Agreements and Third-Party Contracts for each Third-Party Payor program under which they receive payment.

(b) Except for the matters set forth on Schedule 4.09(b), there are no threatened in writing or pending Actions or Proceedings by any Governmental Authority or any Third-Party Payor or written notices thereof received by Sellers during the past six (6) years, that would (i) have a material impact on Sellers' ability to operate such Purchased Assets and Business for its current use or result in the imposition of a lower rate certification or a lower reimbursement rate for services rendered to eligible patients or residents, (ii) materially modify, limit or result in the transfer, suspension, revocation or imposition of probationary use of any of the material Permits or Approvals, or (iii) adversely and materially affect, as applicable, Sellers' continued participation in any material Third-Party Payor programs.

(c) Except for the matters set forth on Schedule 4.09(c), for the past six (6) years, Sellers have not been subject to an adverse audit, investigation, or other adverse review by any Governmental Authority or Third-Party Payor, in each case, other than payor adjustments, recoupments or discounts in the ordinary course of business and non-material routine or periodic inspections, audits or reviews by any Third-Party Payor.

(d) For the past six (6) years, Sellers have timely filed or caused to be filed all material reports and billings required to be filed by it prior to the Execution Date in order to receive payment from Third-Party Payors and all such reports and billings, to the Sellers' Knowledge, are complete and accurate in all material respects and have been prepared in material compliance with all Applicable Laws governing reimbursement and payment of claims under applicable Third-Party Payor Contracts and Provider Agreements, and the applicable published payment policies of Third-Party Payors. Sellers have made available to Buyer accurate and complete copies of Seller Cost Reports for the three (3) most recent fiscal years of Sellers. All Cost Reports filed by or on behalf of a Seller accurately reflect the information required to be included therein in all material respects, and such cost reports do not claim, and the Sellers have not received, reimbursement in any amount in excess of the amounts allowed by Applicable Law or any applicable Contract, including the Provider Agreements, Real Property Leases, and the Third-Party Payor Contracts. To Sellers' Knowledge, there are no facts or circumstances that would give rise to any disallowance under any such cost reports. Except as disclosed on Schedule 4.09(d) hereto, there are no Claims pending before any Governmental Authority, with respect to any Government Health Program cost reports or Claims filed on behalf of Sellers with respect to the Business on or before the Closing Date, or any disallowances by any Governmental Authority in connection with any audit of such cost reports. No validation review or program integrity review (including any recovery audit contract review) related to the Sellers, Facilities, the Business, or the consummation of the Contemplated Transactions, has been conducted by any Governmental Authority in connection with the Government Health Programs, and, to Seller's Knowledge, no such reviews are scheduled, pending or threatened against or affecting Sellers with respect to the Business or the consummation of the Contemplated Transactions. No Seller nor, to the Knowledge of the Seller, any of Sellers' respective employees, officers, or directors have committed a material violation of any Applicable Law, including Healthcare Regulatory Laws, relating to payments and reimbursements under the Government Health Programs or any other Third-Party Payor program.

(e) For the past six (6) years, the billing practices of Sellers with respect to the Business to all Government Health Programs and Third-Party Payors, and all billings submitted by Sellers, have been in compliance in all material respects with all Applicable Laws, including Healthcare Regulatory Laws, policies and billing requirements of such Third-Party Payors and Government Health Programs, except where such non-compliance has been reasonably cured or would not be expected, either individually or in the aggregate, to have a Material Adverse Effect. For the past six (6) years, except as set forth on Schedule 4.09(e) hereto neither Sellers nor the Purchased Assets have billed or received any material payment or reimbursement in excess of amounts allowed under Applicable Laws, including Healthcare Regulatory Laws, policies, and billing requirements of Third-Party Payors, except for overpayments received in the Ordinary Course of Business which overpayments once identified are refunded in the ordinary course or routine audit adjustments. For the past six (6) years, to Seller's Knowledge, (i) all billings submitted by the Sellers have reflected services actually performed or goods actually sold by the billing Person to eligible patients in accordance, in all material respects with, the applicable payment rates of the applicable

Third-Party Payor and the Sellers have maintained documentation to support such billings, and (ii) any and all bills submitted to any Government Health Program have been billed under the applicable Sellers' NPIs. Sellers shall make best efforts to attempt to collect all copayments, deductibles and other patient financial responsibilities, and have refunded overpayment amounts to the patient when such amounts have been identified, all in compliance in all material respects with applicable Healthcare Regulatory Laws.

Section 4.10 Information Privacy and Security Compliance.

(a) During the four (4)-year period prior to the date of this Agreement, with respect to the Purchased Assets, each Seller is operating in material compliance with Information Privacy and Security Laws.

(b) To Sellers' Knowledge, Sellers are not under investigation by any Governmental Authority for a violation of any Information Privacy and Security Laws and has not received any written notice, subpoena, demand or complaint alleging that, with respect to the operations of Sellers, it is not in material compliance with such Information Privacy and Security Laws.

(c) During the four (4)-year period prior to the date of this Agreement, to Sellers' Knowledge, no Seller experienced any material breach of Personal Information with respect to any "Unsecured Protected Health Information" (as such term is defined in 45 C.F.R. § 164.402) maintained by or for Sellers, and no Seller has been required to send notifications of such a breach under any Information Privacy and Security Laws.

(d) During the four (4)-year period prior to the date of this Agreement, and to the extent required by HIPAA, Sellers have entered into valid "business associate agreements" (or, as applicable subcontractor business associate agreements) under 45 C.F.R. §§ 164.312(a), 164.504(e)(1) with all Affiliates or third parties (i) that create, receive, maintain, or transmit PHI on behalf of Business and (ii) on behalf of whom Sellers create, receive, maintain, or transmit PHI on behalf of such Affiliates or third parties (collectively, "Business Associate Agreements"). To the Knowledge of the Sellers, all counterparties to Business Associates Agreements have been, and each is, in compliance with, all material respects with the provisions of, and has not breached, and is not breaching, such Business Associate Agreements. To the Sellers' Knowledge, all counterparties to Business Associates Agreements have not acted in any manner, and there has not been any incident, that would trigger a notification or reporting requirement under any Business Associate Agreement, including a breach with respect to any Unsecured PHI, as such term is defined in 45 C.F.R. § 164.402, maintained by or on behalf of the Sellers.

(e) Sellers have implemented and maintain a HIPAA compliance program, including administrative, technical, and physical safeguards, that is comprised of appropriate written policies and procedures and annual training to all Workforce (as defined at 45 C.F.R. § 160.103) members designed, consistent with compliant industry

standards, to assure continued compliance with HIPAA in all material respects and to detect non-compliance.

(f) To the extent required by HIPAA, Sellers and their respective workforces (as such term is defined in 45 C.F.R. § 160.103) have received training provided to Sellers' employees in the ordinary course of business with respect to compliance with HIPAA.

(g) During the four (4)-year period prior to the date of this Agreement, with respect to the Business, Sellers have performed periodic security risk assessments and prepared risk management plans that materially meet the standards set forth in 45 C.F.R. § 164.308(a)(1)(ii)(A), (B). During the two (2)-year period prior to the date of this Agreement, with respect to the Business, Sellers or Sellers' third-party service provider(s) have (i) tested its information security program, (ii) remediated any high or critical exceptions and vulnerabilities identified therein, and (iii) where, individually or in the aggregate, would be material, have used commercially reasonable efforts to install Software security patches to identified technical information security vulnerabilities.

(h) During the four (4)-year period prior to the date of this Agreement, with respect to the Business, to the Knowledge of Sellers, there has been no successful "security incident" (as defined in 45 C.F.R. § 164.304) that has occurred with respect to protected health information in the possession or control of the Sellers and, except as set forth on Schedule 4.10(h), Sellers have not received written notice of any such successful "security incident" from any Affiliate or third party under the terms of a Business Associate Agreement.

(i) To Seller's Knowledge, none of the websites, including all website domains, subdomains, and landing pages, or any mobile applications developed or maintained by or on behalf of the Business, or the third-party technologies, including cookies, web beacons, session replay scripts, fingerprinting scripts, tags, and pixels, used on such websites and applications, have used or disclosed Personal Information in a manner that constitutes a security breach under, or otherwise violates, applicable Information Privacy and Security Laws, including HIPAA.

Section 4.11 Proceedings; Judgments. Except for the Bankruptcy Case and as set forth on Schedule 4.11 of the Disclosure Schedules, (a) there are no Proceedings pending or, to Sellers' Knowledge, threatened against Sellers with respect to any of the Purchased Assets or the Business; (b) there is no Proceeding pending or, to Sellers' Knowledge, threatened, before or by any Governmental Authority with respect to any Purchased Assets or the Business; and (c) there has been no settlement or other similar agreement or Order with respect to the ownership or operation of the Purchased Assets or the Business that is material. Sellers have not received any written notice or written claim for tort or violation of any applicable Order, or an investigation thereof with respect to its ownership or operation of the Purchased Assets or the Business.

Section 4.12 Labor Matters.

(a) Schedule 4.12(a) of the Disclosure Schedules sets forth an accurate and complete list as of the Execution Date of all Employees receiving in excess of Three Hundred Thousand Dollars ($300,000.00) in base compensation on an annualized basis, including each such Employee's (i) name, (ii) employer entity, (iii) job title/position or function, (iv) salary or wage rate, (v) target incentive compensation, (vi) date of hire, (vii) exempt or non-exempt classification, (viii) full-time or part-time status, (ix) active or leave status, and (x) total compensation paid to such Employee in calendar year 2024 and to date in calendar year 2025.

(b) Schedule 4.12(b) of the Disclosure Schedules sets forth a true, correct and complete list of all Service Providers acting as medical directors or other executive-level positions, or who are otherwise employed by Genesis Healthcare, Inc. and Genesis Administrative Services LLC, including each such Service Provider's (i) name, (ii) function or services provided, (iii) entity through which such Service Provider is engaged (or if engaged directly), (iv) current compensation structure, and (v) total compensation paid to such Service Provider in calendar year 2024 and to date in calendar year 2025.

(c) Sellers are, and have since January 1, 2021, been, in compliance in all material respects with all applicable Labor Laws. Except as set forth on Schedule 4.12(c) of the Disclosure Schedules, there is no pending, nor, to the Sellers' Knowledge, threatened in writing, Proceeding against Sellers reasonably likely to give rise to a Liability asserting that any Seller has committed an unfair labor practice or any other violation of applicable Labor Laws with respect to any Employee or former employee or Service Provider or former Service Provider. All Assumed Employee Plans have been operated and maintained in accordance with their terms and Applicable Laws in all material respects.

(d) Except as set forth on Schedule 4.12(d) of the Disclosure Schedules, Sellers are not a party to any labor, collective bargaining, or other Contracts with any Union with respect to any Employee or Service Provider. Except as set forth on Schedule 4.12(d), no collective bargaining or any other labor-related Contract with any Union is currently expired and being negotiated by Sellers with respect to any Employee or Service Provider. To the extent that any of the Sellers is a party to a collective bargaining agreement or other Contract with a Union that requires notice, contract assignment, or effects bargaining with respect to the transactions contemplated hereby, the Sellers have complied with any such requirement and Buyers consent to and will cooperate in good faith to facilitate any such notice, contract assignment, or effects bargaining as may be required by collective bargaining agreement and the National Labor Relations Act.

(e) There is no pending or, to the Knowledge of Sellers, threatened organizing effort, charge, demand, petition, or representation proceeding for recognition or certification or attempt to organize the Employees or Service Providers, or demand for bargaining, by any Union with respect to any Employees or Service Providers. During

the past four (4) years, there have been no organizing activities, strikes, slow-downs, work stoppages, walkouts, lockouts, other labor disturbance or other concerted action by any Union or other group of Employees or Service Providers against Sellers nor is there any such organizing activity, strike, slow-down, work stoppage, walkout, lockout, other labor disturbance or other concerted action by any Union or other group of Employees or Service Providers, to the Knowledge of Sellers, threatened against Sellers with respect to any Employee.

(f) The Sellers are and for the past three (3) years have been in material compliance with the WARN Act and similar state or local Applicable Laws. Schedule Section 4.12(f) contains a list of all "employment losses" (as defined under the WARN Act) in the ninety (90) days prior to the date hereof.

(g) In the last three (3) years, no Seller has sponsored any Employee to work in the United States or any other country under a visa or work authorization, and no petition for admission of any alien under a non-immigrant or other visa, or for transfer of sponsorship of any such Employee, is currently pending. Sellers have current Forms I-9 for all Employees and have complied in all material respects with required processes with respect to obtaining such Forms I-9 and all Applicable Laws related to immigration and authorization to work in the United States.

(h) Except as set forth on Schedule 4.12(h) of the Disclosure Schedules, all amounts owed to any Employees and Service Providers have been paid in full or have been accrued for payment in the next regular payroll (with respect to amounts earned during the current payroll period). With respect to any Service provider performing services prior to the Closing, there is no Liability, nor is there a reasonable basis therefore, with respect to any misclassification of such Service Provider as an independent contractor rather than as an employee or with respect to any such Service Provider's status as a temporary or leased employee.

Section 4.13 Real Property.

(a) Schedule 4.13(a) of the Disclosure Schedules contains (i) the street address and tax parcel identification number for each Owned Real Property, (ii) a list of all real property leased or for which the Sellers hold a possessory interest (the "Leased Real Property") and (iii) a list of all of the Real Property Leases to which any Seller is a party, including the parties and dates thereof. Sellers hold good and indefeasible fee simple title to all of the Owned Real Property subject only to Permitted Liens and have good and valid leasehold title to all of the Leased Real Property, subject to bankruptcy, insolvency, reorganization, moratorium and similar Laws relating to or affecting creditors' rights or to general principles of equity. Except as set forth on Schedule 4.13(a) of the Disclosure Schedules, no Seller leases or licenses any portion of the Owned Real Property as a landlord or licensor. No Seller subleases or licenses any portion of the Leased Real Property as a sublandlord or licensor and no Seller has assigned all or any portion of a Real Property Lease, except as set forth on Schedule 4.13(a). Except in the Ordinary Course of Business, Sellers agree that title to the Owned Real Property or Sellers' rights to any Leased Real Property, excluding any

rights of a landlord under the applicable Real Property Lease therefor, shall not be altered by the Sellers between the Execution Date and Closing. All of the Real Property Leases are valid, binding, and enforceable in accordance with their respective terms against the applicable Seller(s) and, to the Knowledge of the Sellers, against each other party thereto, subject, in each case, to bankruptcy, insolvency, reorganization, moratorium and similar Laws relating to or affecting creditors' rights or to general principles of equity. Except as set forth on Schedule 4.13(a) of the Disclosure Schedules or an alleged breach by a landlord under a Real Property Lease as a result of the Bankruptcy Case, no Seller is in default under any Real Property Lease, and, to the Knowledge of Sellers, (y) no other party is in default under any Real Property Lease and (z) there is no event or occurrence that the with notice or passage of time would constitute a default by a party under any Real Property Lease. Neither the whole nor any material portion of the Real Property has been damaged by fire or other casualty that has not been repaired or restored.

(b) No Seller has received written notice from any Governmental Authority or, with respect to any of the Leased Real Property, any landlord under an Assigned Lease: (i) of any pending or threatened condemnation Proceedings affecting any Owned Real Property or Leased Real Property, or any material part thereof; (ii) asserting or alleging any material violations or potential violations of any Applicable Laws (including zoning and land use ordinances, building codes and similar requirements) with respect to any Owned Real Property or Leased Real Property, or any material part thereof, which have not heretofore been cured; or (iii) of any pending or threatened Proceedings, or any Claims or Actions against any Owned Real Property or Leased Real Property, relating to the ownership, lease, use or occupancy by Sellers of such Owned Real Property or Leased Real Property or any portion thereof which is reasonably likely to result in a material and adverse change in the condition of the Owned Real Property or Leased Real Property or the ownership or operation of the Owned Real Property or operation of the Leased Real Property for its current use. No Seller has received any written notice of any pending zoning or other land use change relating to the Owned Real Property or Leased Real Property materially and adversely affecting the Owned Real Property or Leased Real Property.

(c) Schedule 4.13(c)(i) of the Disclosure Schedules sets forth a list of each Real Property that is subject to HUD Laws (collectively, the "HUD Real Properties"). The Sellers have been, and are currently, in compliance in all material respects with the applicable HUD Laws. No Seller has received written notice from HUD that (i) any Seller is in material default of, or that any HUD Real Property is in violation of, any HUD Laws, any HUD-Insured Mortgage or any other master lease or other HUD-related documents, which material default remains uncured. Other than as set forth on Schedule 4.13(c)(ii) of the Disclosure Schedules, there are no unpaid fees, assessments, premiums or other obligations of a Seller under any HUD programs or relating to any of the HUD Properties. To the Knowledge of Sellers, each Facility that is a HUD Real Property (y) has the applicable Permits and the licensed beds match the HUD-approved project specifications for such HUD Real Property and (z) is in material compliance with all HUD-imposed use agreements, affordability covenants and resident eligibility

requirements. For each HUD Real Property, Sellers have provided the most recent HUD inspections.

Section 4.14 Insurance. Schedule 4.14 of the Disclosure Schedules sets forth an accurate and complete list of all insurance policies or self-insurance funds maintained by Sellers as of the Execution Date covering the ownership and operation of the Business, indicating the types of insurance, policy numbers, terms, identity of insurers and amounts and coverages (including applicable deductibles). The Sellers have complied in all material respects with the terms and conditions of all of the Insurance Policies. All Insurance Policies are in full force and effect and there is no claim by the Sellers pending under any of such Insurance Policies as to which coverage has been questioned, denied, or disputed by the issuers or underwriters of such policies or bonds of any of the Insurance Policies. Except as disclosed on Schedule 4.14, to the Knowledge of Sellers, (i) there is no threatened termination of, or premium increase with respect to, any of the Insurance Policies and (ii) the consummation of the Contemplated Transactions will not result in any termination of, or premium increase with respect to, any of the Insurance Policies or any inability to assess claims that were incurred prior to Closing under any of the Insurance Policies.

Section 4.15 Intellectual Property. Sellers exclusively own or have the right to use, pursuant to a valid enforceable Contract, all Intellectual Property used in connection with the ownership or operation of the Purchased Assets. Schedule 4.15 of the Disclosure Schedules lists all of the registered Intellectual Property, and material unregistered trademarks and Software owned by Sellers. Except as set forth on Schedule 4.15 of the Disclosure Schedules or as would not have, individually or in the aggregate, a Material Adverse Effect on the Business, (a) the conduct of the Business does not infringe or otherwise violate any Intellectual Property or other proprietary rights of any other Person, and there is no action pending or, to the Knowledge of Sellers, threatened, alleging any such infringement or violation or challenging Sellers' rights in or to any of its Intellectual Property, and (b) to the Knowledge of Sellers, no third party is infringing, misappropriating or otherwise violating any Intellectual Property owned by Sellers.

Section 4.16 Tax Matters. Except as set forth on Schedule 4.16 of the Disclosure Schedules:

(a) All Taxes due and owing by Sellers with respect to the Purchased Assets (whether or not shown on any Tax Return) have been timely paid when due (taking into account any applicable extensions).

(b) Except as set forth on Schedule 4.16(b), there are no Tax Liens on any of the Purchased Assets other than Liens for Taxes not yet due and payable.

(c) To Sellers' Knowledge, proper and accurate amounts have been withheld by Sellers in compliance with the payroll Tax and other withholding provisions of all Applicable Laws, and all of such amounts have been timely remitted to the proper taxing authority.

(d) With respect to the Purchased Assets, Sellers have timely filed all Tax Returns required to be filed by it, all of which are true, complete and correct in all material respects. With respect to the Purchased Assets, Sellers have not waived any

statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency, which currently remains in effect. Except as set forth on Schedule 4.16(d), With respect to the Purchased Assets, Sellers are not currently the beneficiary of any extension of time within which to file any Tax Return.

(e) Except as set forth on Schedule 4.16(e), to Sellers' Knowledge, no deficiencies for Taxes have been claimed, proposed or assessed by any Governmental Authority for which Sellers may have any Liability or which may attach to the Purchased Assets. There are no pending or, to Sellers' Knowledge, threatened proceedings for or relating to any Liability in respect of Taxes for which Sellers may have any Liability or which may attach to the Purchased Assets. There are no matters under discussion by Sellers with any Governmental Authority with respect to Taxes that may result in an additional amount of Taxes for which Sellers may have any Liability or which may attach to the Purchased Assets. No Governmental Authority has notified Sellers that it has conducted an audit of any Taxes that may be due and owing by Sellers or as the result of the Business audited by Sellers, which currently remains outstanding or unresolved.

Section 4.17 Environmental Matters. Except as set forth on Schedule 4.17 of the Disclosure Schedules: (a) there are no material Environmental Liabilities on or affecting any of the Purchased Assets, except for any noncompliance that has been remediated in accordance with applicable Environmental Law, (b) to the Knowledge of Sellers, Sellers have at all times operated the Purchased Assets and conducted the Business and, during the period that Sellers owned the Purchased Assets and any third party operated any such Purchased Assets, such third party operated the Purchased Assets, in each case, in compliance with all applicable Environmental Laws and all Permits required thereunder or issued pursuant thereto, (c) to Sellers' Knowledge, there are no Proceedings pending or threatened before any Governmental Authority with respect to Sellers' ownership or operation of the Real Property alleging violations of Environmental Laws, or claiming material remediation obligations under applicable Environmental Laws, and Sellers have not received any written notice of any alleged or actual violation or non-compliance with any Environmental Law or of non-compliance with the terms or conditions of any environmental Permits, arising from, based upon, associated with or related to the Real Property or the ownership or operation thereof, and (d) Sellers have provided Buyer access to accurate and complete copies of all final written environmental reports, studies and notices prepared by any third party on behalf of, or delivered by a Governmental Authority to, Sellers with respect to the Real Property, that identify or allege any Environmental Defect on or affecting the Real Property.

Section 4.18 Broker's or Finder's Fees. Except for the fees and expenses due pursuant to any order of the Bankruptcy Court authorizing the retention of Jefferies, LLC as the Debtors' investment banker or as disclosed on Schedule 4.18 of the Disclosure Schedules, no agent, broker, investment banker, or other person or firm acting on behalf of Sellers or any of its Affiliates or under its authority, is or will be entitled to any broker's or finder's fee or any other commission or similar fee, directly or indirectly, from Sellers or Buyer or any of the parties' respective Affiliates in connection with the Contemplated Transactions.

Section 4.19 No Conflict. Except for any notices, filings and consents required in connection with the consummation of the Contemplated Transactions, and subject to obtaining

requisite Bankruptcy Court approval, the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the Contemplated Transactions will not result in the material breach of any terms and provisions of, or constitute a material default under, or material conflict with, or cause any acceleration of any material obligation of Sellers under (a) any material Permit or Material Contract by which an Seller is bound, (b) the Governing Documents of Sellers, and (c) subject to entry of the Sale Order, any applicable Order or Applicable Law.

Section 4.20 United States Person. Each Seller is a "United States Person" within the meaning of Section 1445(f)(3) of the Code.

Section 4.21 Patriot Act. Sellers and Sellers' Related Persons, and each of their respective Affiliates, members, partners, shareholders, officers, directors, employees, agents or duly authorized managing agents, that have or will have an interest in the transactions contemplated by this Agreement or in any property that is the subject matter of this Agreement or will participate, in any manner whatsoever, in the sale of the Purchased Assets, is: (a) not a "blocked" person listed in the Annex to Executive Order Nos. 12947, 13099 and 13224 (the "Annex"), and (b) in full compliance with the requirements of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (as may be amended, modified or supplemented, the "Patriot Act") and in other statutes and all orders, rules and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001 (the "Patriot Rules") and all other requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury. Sellers covenant and agree that in the event Sellers receive any notice that Sellers or any of such other of the foregoing identified persons becomes listed on the Annex or any other list promulgated under the Patriot Rules or indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, Sellers shall immediately notify Buyer.

Section 4.22 Joint Ventures; JV Equity Interests.

(a) Each Joint Venture is a corporation, limited liability company, or limited partnership, as applicable duly incorporated, organized, or formed, validly existing, and in good standing under the Applicable Law of the state of such Joint Venture's incorporation, organization or formation. Each Joint Venture has the requisite power and authority and all Permits required to carry on its respective business as presently conducted. Each Joint Venture is duly qualified or licensed to conduct business as a foreign entity and are in good standing in each jurisdiction where such qualification is required. The Sellers have delivered to Buyer true, correct and complete copies of each Joint Venture's Governing Documents. Except as set forth on Schedule 4.22(a), the Sellers are not in material violation of the Joint Ventures' Governing Documents. No Joint Venture is the subject of any bankruptcy, dissolution, liquidation, receivership, conservatorship, reorganization, or similar proceeding, other than with respect to the Bankruptcy Case or the Contemplated Transactions.

(b) The JV Equity Interests constitute all of the issued and outstanding equity interests of the Joint Ventures held by the Sellers. Except as set forth on Schedule 4.22(b), no current or former equity holder or any other Person is contesting or has

asserted that any dispute exists as to the ownership of the JV Equity Interests or any distributions or contributions relating thereto. The JV Equity Interests are duly authorized, validly issued, fully paid, and non-assessable. The JV Equity Interests are lawfully owned of record and beneficially held by the Sellers, free and clear of any Liens. Except as set forth on Schedule 4.22(b), the JV Equity Interests are not subject to any voting trust agreements, stockholder agreements, registration rights agreements, pledge agreements, buy sell agreements, powers of attorney or other Contract, option, proxy, pledge, right of first refusal or preemptive right, or understanding, including any Contract restricting or otherwise relating to the ownership, voting rights, distribution rights, or disposition thereof. At the Closing, Buyer will acquire good title to the JV Equity Interests free and clear of Liens or any other claims, interests, or clouds on title. To the Knowledge of the Sellers, no JV Equity Interests are or have been issued in violation of any conversion rights, preemptive rights, rights of first refusal, redemption rights, repurchase rights, or other similar rights or restrictions on transfer.

(c) Schedule 4.22(c) of the Disclosure Schedules contains (i) the street address and tax parcel identification number for each owned real property of the Joint Ventures ("JV Owned Property") and (ii) a list of all real property leased or for which the Sellers hold a possessory interest through the Joint Ventures ("JV Leases"). To the Knowledge of Sellers, the JV Leases are valid, binding, and enforceable in accordance with their respective terms, subject, in each case, to bankruptcy, insolvency, reorganization, moratorium and similar Applicable Laws relating to or affecting creditors' rights or to general principles of equity. Except as set forth on Schedule 4.22(c) of the Disclosure Schedules or an alleged breach by a landlord under a JV Lease as a result of the Bankruptcy Case, to the Knowledge of the Sellers, (x) no Joint Venture is in default under any JV Lease, (y) no other party is in default under any JV Lease and (z) there is no event or occurrence that the with notice or passage of time would constitute a default by a party under any JV Lease. To the Knowledge of Sellers, neither the whole nor any material portion of the JV Real Property has been damaged by fire or other casualty that has not been repaired or restored. To the Knowledge of Sellers, the Joint Ventures have not received written notice from any Governmental Authority or landlord: (i) of any pending or threatened condemnation Proceedings affecting the JV Real Property, or any material part thereof; (ii) asserting or alleging any material violations or potential violations of any Applicable Laws (including zoning and land use ordinances, building codes and similar requirements) with respect to any JV Real Property, or any material part thereof, which have not heretofore been cured; or (iii) of any pending or threatened Proceedings, or any Claims or Actions against any the JV Real Property, relating to the ownership, lease, use or occupancy by the Joint Ventures of such properties or any portion thereof which is reasonably likely to result in a material and adverse change in the condition of the JV Real Property. To the Knowledge of Sellers, no Joint Venture has received any written notice of any pending zoning or other land use change relating to the JV Real Property materially and adversely affecting the JV Real Property.

Section 4.23 Management Projections. The Sellers have not intentionally taken any action or omitted to take any action, and, to the Knowledge of Seller, no event, occurrence, fact, condition, effect, or change has occurred, the result of which would be, or would reasonably be

expected to be, expected to materially impair the Buyer's ability to achieve the Management Projections.

Section 4.24 No Other Representations or Warranties.

(a) Except for the representations and warranties expressly set forth in this Article IV (as modified by the Schedules) or in any Transaction Document, neither Sellers nor any other Person has made, makes or shall be deemed to make any other representation or warranty of any kind whatsoever, express or implied, written or oral, at law or in equity, on behalf of Sellers or any Sellers' Affiliate, including any representation or warranty regarding Sellers or any other Person, any Purchased Assets, any Facility, any Liabilities of Seller, including any Assumed Liabilities, the Business, any other rights or obligations to be transferred pursuant to the Transaction Documents or any other matter, and Sellers hereby disclaim all other representations and warranties of any kind whatsoever, express or implied, written or oral, at law or in equity, whether made by or on behalf of Sellers or any other Person, including any of their respective Representatives. Except for the representations and warranties expressly set forth in this Article IV (as modified by the Schedules) or in any Transaction Document, Sellers hereby (i) disclaim and negate any representation or warranty, expressed or implied, at common law, by statute, or otherwise, relating to the condition of the Purchased Assets, the Facilities and the Business, and (ii) disclaim all Liability and responsibility for all projections, forecasts, estimates, financial statements, financial information, appraisals, statements, promises, advice, data or information made, communicated or furnished (orally or in writing, including electronically) to Buyer or any of Buyer's Affiliates or any Representatives of Buyer or any of Buyer's Affiliates (including any opinion, information, projection, or advice that may have been or may be provided to Buyer by any Representative of Seller), including omissions therefrom. Without limiting the foregoing, Sellers do not make any representation or warranty of any kind whatsoever, express or implied, written or oral, at law or in equity, to Buyer or any of its Affiliates or any Representatives of Buyer or any of its Affiliates regarding the probable success or profitability of the Purchased Assets, the Facilities or the Business.

(b) Except as expressly set forth in Article IV hereof (as modified by the Schedules) or in any Transaction Document, the Purchased Assets transferred to Buyer will be sold by Sellers and purchased by Buyer in their physical condition at the Effective Time, "AS IS, WHERE IS AND WITH ALL FAULTS AND NON-COMPLIANCE WITH LAWS" WITH NO WARRANTY OF HABITABILITY OR FITNESS FOR HABITATION, with respect to the Owned Real Property and Leased Real Property, and WITH NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, with respect to the physical condition of the Personal Property and Inventory, any and all of which warranties (both express and implied) Sellers hereby disclaims. Notwithstanding anything in the foregoing, nothing in this Section 4.23 is intended to and does not cover any Losses arising from (i) a breach of any of Sellers' representations and warranties set forth in this Agreement or in any Transaction Document, (ii) a breach by Sellers of an express obligation of Sellers set forth in this Agreement, or (iii) Fraud.

ARTICLE V.
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Sellers as of the Execution Date and as of the Closing as follows:

Section 5.01 Organization and Good Standing. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Buyer is duly authorized, qualified and in good standing under all Applicable Laws of any jurisdictions (foreign and domestic) in which the character or location of the assets owned or leased by it or the nature of the business conducted by it requires such authorization or qualification. Buyer has all requisite company power to own, operate, and lease the Purchased Assets, Facilities, and the Real Property and carry on the Business as it is now being conducted and as the same will be conducted following the Closing.

Section 5.02 Authorization and Binding Effect of Transaction Documents. Buyer has the requisite corporate power and authority necessary to enter into and perform its obligations under this Agreement and the other Transaction Documents to which Buyer is a party and to consummate the Contemplated Transactions. The execution and delivery of this Agreement and the other Transaction Documents by Buyer, and the performance of Buyer's obligations hereunder and thereunder (including consummation of the Contemplated Transactions) has been, or will be, duly authorized by all requisite corporate actions of Buyer, none of which actions has been modified or rescinded and all of which actions remain in full force and effect. This Agreement constitutes the valid and binding obligation and agreement of Buyer, enforceable in accordance with its terms (subject to the effect of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditor's rights and remedies generally, and to limitations imposed by general principles of equity, whether applied by a court of law or of equity).

Section 5.03 Absence of Conflicts. Neither the execution and delivery or performance of this Agreement, nor compliance with the terms and provisions hereof, will (i) conflict with or result in any breach of any of the terms, conditions or provisions of, (ii) constitute a default under, (iii) result in a violation of, or (iv) give any third party the right to modify, terminate, or accelerate any obligation under, the provisions of the Governing Documents of Buyer and/or its Affiliates, any indenture, mortgage, lease, loan agreement or other agreement or instrument to which Buyer and/or its Affiliates is bound or affected, or any Applicable Law to which Buyer and/or its Affiliates is subject or any Applicable Law.

Section 5.04 Consents. The execution, delivery and performance by Buyer and/or its Affiliates of this Agreement and the other Transaction Documents, and consummation by Buyer and/or its Affiliates of the Contemplated Transactions and thereby, do not and will not require the authorization, consent, approval, exemption, clearance or other action by or notice or declaration to, or filing with, any court or administrative or other Governmental Authority, or the consent, waiver or approval of any other person or entity, excluding consents that Sellers are obligated to obtain under Section 8.06 below.

Section 5.05 Broker's or Finder's Fees. No agent, broker, investment banker, or other person or firm acting on behalf of Buyer or any of its Affiliates or under its authority, is or will be entitled to any broker's or finder's fee or any other commission or similar fee, directly or indirectly, from Buyer or any of its Affiliates in connection with the Contemplated Transactions.

Section 5.06 Litigation. There is no Proceeding or Order pending or, to the Knowledge of Buyer, threatened against or affecting Buyer or any of their Affiliates or any of their respective properties or rights in which an adverse determination would reasonably be expected to have the effect of preventing, rendering illegal or otherwise delaying the Contemplated Transactions.

Section 5.07 Financing; Solvency. At the Closing, Buyer will have sufficient cash on hand, together with borrowings available under existing credit facilities, available to pay the Purchase Price; any other amounts to be paid by Buyer hereunder and any expenses incurred by Buyer in connection with the Contemplated Transactions, and to perform its obligations under this Agreement and the other Transaction Documents. Buyer is solvent and will not be rendered insolvent as a result of any of the Contemplated Transactions. For purposes hereof, the term "solvent" means that: (i) the fair salable value of Buyer's tangible assets is in excess of the total amount of its liabilities (including whether or not reflected on a balance sheet prepared in accordance with GAAP, and whether direct or indirect, fixed or contingent, secured or unsecured, and disputed or undisputed); (ii) Buyer is able to pay its debts or obligations in the Ordinary Course of Business as they mature; and (iii) Buyer has capital sufficient to carry on its businesses and all business in which it is about to engage.

Section 5.08 Representations of Sellers. Buyer hereby acknowledges and agrees (a) the only representations and warranties made by Sellers are the representations and warranties expressly set forth in Article IV (as modified by the Schedule) and in the Transaction Documents (as applicable) and Buyer has not relied upon, and will not rely upon, any other express or implied representations, warranties or other projections, forecasts, estimates, appraisals, statements, promises, advice, data or information made, communicated or furnished by or on behalf of Sellers, or any Sellers' Affiliates, any Representatives of Sellers or any other Person, including any projections, forecasts, estimates, appraisals, statements, promises, advice, data or information made, communicated or furnished by or through Sellers' bankers, or management presentations, data rooms (electronic or otherwise) or other due diligence information, and (b) any claims Buyer may have for breach of any representation or warranty shall be based solely on the representations and warranties of Sellers expressly set forth in Article IV (as modified by the Schedules) and in the Transaction Documents, subject to the exclusive remedies set forth herein. Except as otherwise expressly set forth in this Agreement, Buyer understands and agrees that the Business, the Purchased Assets and the Assumed Liabilities are being transferred on a "where-is" and, as to condition, "as-is" basis subject to the representations and warranties contained in Article IV (as modified by the Schedules) and the Transaction Documents without any other representations or warranties of any nature whatsoever.

Section 5.09 No Knowledge of Seller Breach. As of the Date of this Agreement, to Buyer's Knowledge, there is no breach of any representation or warranty by Sellers in this Agreement that would prevent the satisfaction of the conditions to Closing in Article VIII hereof. If information comes to Buyer's attention on or before the Closing Date (whether through Sellers or otherwise, including through updated schedules, and whether before or after the date of this

Agreement) constituting a Material Adverse Effect, Buyer must notify Sellers as promptly as reasonably practicable upon becoming aware of any such information; provided, however, that Buyer's failure to do so shall only be deemed a waiver to the extent that Sellers are materially prejudiced by such failure, and shall not constitute a blanket waiver of Buyer's rights under this Agreement.

ARTICLE VI.
COVENANTS

Section 6.01 Continuing Inspection Rights. Sellers shall, commencing on the Execution Date of this Agreement, provide reasonable access to Buyer of all of Sellers' assets, books, accounting records, correspondence and files of Sellers (to the extent related to the operation of the Purchased Assets) for examination by Buyer, its Representatives, with the right to make copies of such books, records and files or extracts therefrom. Such access will be available to Buyer during normal business hours, upon reasonable notice, in such manner as will not unreasonably interfere with the conduct of the Business of the Purchased Assets. Sellers will make available to Buyer and its Representatives such additional data and other available information regarding the Purchased Assets as Buyer deems reasonably necessary or desirable to comply with Buyer's internal requirements or the requirements of Buyer's lenders, investors or members, including further inspection of title, survey, environmental and structural aspects, assessments of the compliance of the Purchased Assets or Business with all Applicable Laws, and customary pre-closing walk-throughs. Those books, records and files which relate to Sellers' assets that are not transferred to Buyer (including Retained Records) shall be preserved and maintained for a period of seven (7) years after the Closing, or such greater amount of time required by Applicable Law, and upon the Execution Date of this Agreement, Buyer shall assume legal responsibility for, and shall preserve, all books, records and files relating to the Purchased Assets for a period of seven (7) years after the Closing, or such greater amount of time required by Applicable Law. Any information provided to Buyer or its Representatives in accordance with this Section 6.01 shall be subject to the terms of the confidentiality and non-disclosure agreement dated August 1, 2025, between Buyer and Genesis.

Section 6.02 Conduct of Business Prior to the Closing. Sellers covenant and agree, from the Execution Date through the Closing, unless Buyer provides its prior written consent thereto, which shall not be unreasonably withheld, conditioned, or delayed, to:

(a) operate the Purchased Assets and Business in the Ordinary Course of Business, and in compliance with Applicable Law in all material respects, consistent with past practices immediately prior to the Closing Date, including maintaining Inventory substantially similar to historical levels immediately prior to the Closing Date, but shall not pre-bill for any reimbursement for services to be provided post-Closing;

(b) use commercially reasonable efforts to maintain all existing insurance policies with the same coverages and amounts as of the Execution Date;

(c) use commercially reasonable efforts to operate and maintain the Real Property and otherwise conduct business in material compliance with the terms or

conditions of the Permits listed on Schedule 4.06(a) of the Disclosure Schedules, all applicable Real Property Leases, all Applicable Laws having jurisdiction over of the Facilities and all applicable insurance requirements;

(d) use commercially reasonable efforts to maintain the books and records for the Purchased Assets and the Business in the Ordinary Course of Business;

(e) not sell, lease, grant any rights in or to or otherwise dispose of, or agree to sell, lease or otherwise dispose of, the Real Property or the Leased Real Property in whole or in part, except as listed on Schedule 6.02(e);

(f) use commercially reasonable efforts to maintain the Personal Property and Real Property currently in use in reasonably good operating condition and repair, except for ordinary wear and tear and damage by casualty, in a manner consistent with past practice immediately prior to the Closing Date, subject, and, in respect of the period after the Execution Date, to those actions necessary in connection with the Bankruptcy Case;

(g) not enter into new Material Contracts or materially amend or modify the Assigned Contracts or Assigned Leases or materially modify or terminate any Material Contracts, or take or fail to take any action thereunder outside the Ordinary Course of Business;

(h) not make any alterations or improvements to the Real Property or make any capital expenditure with respect to the Purchased Assets in excess of Seventy-Five Thousand Dollars ($75,000.00) individually, in each case except for those made pursuant to the Ordinary Course of Business, contemplated in the DIP Budget, required by Applicable Law, as required by the Assigned Leases, or necessary to preserve the coverage under or comply with the terms of any insurance policy with respect to the Purchased Assets;

(i) other than for agreements with respect to reimbursements for insurance policies and agreements required in the Ordinary Course of Business, not enter into any agreement which calls for annual payments in excess of One Million Dollars ($1,000,000.00) or for a term in excess of one (1) year, unless such agreement can be terminated by Buyer without Liability on or after the Closing Date;

(j) enter into, amend, or terminate any collective bargaining agreement, labor contract, or other Contract with any Union;

(k) not terminate the employment or engagement of any Employee or Service Provider other than for cause, or hire or engage any employee or other service provider who would be an Employee or Service Provider, in each case, other than in the Ordinary Course of Business with respect to Employees and/or Service Providers whose employment or engagement, as applicable, may be terminated without cause and without any severance or other termination pay obligations by providing thirty (30) days' notice or less;

(l) not increase the level of wages, bonus, or compensation on other benefits of any Employee or Service Provider in any regional, corporate, executive, or senior management level position, or any similar position operating outside of the Facility level of the Inpatient Business or field-level of the Ancillary Businesses or Rehabilitation Business, above five percent (5%) on an individual basis, or otherwise materially change any terms or conditions of employment or engagement of such Employees or Service Providers, except, in each case, as required by applicable employment Contract, offer letter, Applicable Law, or as otherwise approved by Buyer;

(m) not increase the level of wages, bonus, or compensation on other benefits of Employees and Service Providers on an aggregate basis across all of Sellers' payroll above three percent (3%) against the go-forward annual run rate of payroll, except as required by Applicable Law, collective bargaining agreements, or as otherwise approved by Buyer;

(n) confer with Buyer prior to implementing material operational decisions other than in the Ordinary Course of Business;

(o) not make (outside of the Ordinary Course of Business) or change any Tax election, change an annual accounting period, adopt or change any Tax accounting method, file any amended Tax Return, enter into any closing agreement, settle any Tax claim or assessment, consent to any extension or waiver of the limitations period with respect to Taxes (except as a result of obtaining any valid extensions of time within which to file a Tax Return obtained in the Ordinary Course), fail to pay any Taxes (including estimated Taxes) when due and payable, or enter into any Tax sharing, indemnity or similar agreement, in each case, related to the Purchased Assets;

(p) not enter into any compromise or settlement of, or take any other action with respect to, any Claim or Cause of Action, except with respect to the Bankruptcy Case;

(q) not, directly or indirectly, acquire or agree to acquire (i) by merging or consolidating with, purchasing a substantial equity interest in or a substantial portion of the assets of, making an investment in or loan or capital contribution to, or in any other manner, any corporation, partnership, association or other business organization or division thereof or (ii) any assets that are otherwise material to either the Sellers or the Business (nor directly or indirectly dispose of or agree to dispose of such assets), including, without limitation, the JV Equity Interests;

(r) not amend or modify any governing or Governing Documents of the Sellers, except as may be required by Applicable Law;

(s) not take any action or omit to take any action the result of which would be, or would reasonably be expected to be, the Buyer being unable to substantially meet or exceed Management Projections after Closing; or

(t) not commit, agree to, or enter into a Contract to do any of the foregoing.

Section 6.03 Notification of Certain Matters. From the Execution Date to the Closing Date, Sellers shall give prompt written notice and/or provide documents to Buyer of (a) the occurrence, or failure to occur, of any event that causes any representation or warranty of Sellers contained in this Agreement to be untrue in any material respect, and (b) any failure of Sellers to comply with or satisfy, in any material respect, any covenant, condition or agreement to be complied with or satisfied by it under this Agreement. Such notice shall provide a reasonably detailed description of the relevant circumstances and shall include the amount that Sellers believe, based on facts known to Sellers, would impact the Contemplated Transactions.

Section 6.04 Approvals. Each of Buyer and Sellers shall use commercially reasonable efforts to obtain prior to the Closing Date all necessary consents, approvals and licenses, including Healthcare Regulatory Consents, the consents of applicable landlords under the Assigned Leases, and the consent of HUD regarding any HUD Real Properties, necessary to permit the consummation of the transactions contemplated by this Agreement including such Permits, licensure and certification approval as may be necessary to enable Buyer to lawfully operate the Facilities as they are operated by Sellers effective as of the Effective Time, but excluding the consents and approvals set forth on Schedule 6.04 that shall be Sellers' responsibility (the "Regulatory Approvals"). Sellers shall cooperate in all reasonable respects with Buyer in its efforts to obtain such consents, approvals and licenses. Upon request, Sellers and Buyer shall provide the other party with all correspondence concerning the Regulatory Approvals; *provided*, *however*, that Buyer may redact any confidential or proprietary information. Sellers shall be responsible for facilitating the transfer of all transferred Permits and Approvals set forth on Schedule 6.04 from Sellers to Buyer, and Buyer shall be responsible for obtaining all other new licenses and permits (to the extent the existing Permits and Approvals are not transferable). Sellers shall, at their sole cost and expense, promptly submit after the Sale Order (unless earlier as otherwise agreed by Sellers and Buyer) all necessary applications and other materials to the appropriate Governmental Authority and take such other actions to effect the transfer of the transferred Permits or issuance of new permits as of the Closing, and Sellers shall reasonably cooperate with Buyer to cause the transferred Permits to be transferred or new permits to be issued to Buyer.

Section 6.05 Confidentiality. Any and all nonpublic information, materials, documents, and instruments delivered to Buyer by Sellers or their agents or Affiliates and any and all nonpublic information, documents, and instruments delivered to Sellers by Buyer or its agents or Affiliates are of a confidential and proprietary nature. Buyer and Sellers agree that prior to Closing, each will maintain the confidentiality of all such confidential information, documents or instruments delivered to each by the other party or its agents in connection with the negotiation of, or in compliance with, this Agreement, and only disclose such information, documents, and instruments to their duly authorized officers, directors, representatives and agents, or as otherwise required by Applicable Law, including the Bankruptcy Code. Buyer and Sellers further agree that if the Contemplated Transactions are not consummated and this Agreement is terminated, each will return all such documents, materials and instruments and all copies thereof in their possession to the other party or provide confirmation of destruction related to such documents, materials and instruments. This Section 6.05 shall survive as to both Sellers and Buyer in the event this Agreement is terminated prior to Closing and shall survive as to Sellers (and not Buyer) following Closing.

Section 6.06 Publicity. The parties agree that no public release or announcement concerning the Contemplated Transactions that identifies the Buyer shall be issued by any party to this Agreement prior to Closing except as required by the Bidding Procedures Order, the Bankruptcy Court or Applicable Law, including the Bankruptcy Code, or as mutually agreed by the Buyer and Sellers. Buyer and Sellers will jointly prepare and approve announcements to staff and residents.

Section 6.07 Commercially Reasonable Efforts. Except as otherwise provided herein, Sellers and Buyer shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the Contemplated Transactions, including using commercially reasonable efforts to accomplish the following: (A) the taking of all reasonable acts necessary to cause the conditions precedent set forth in Article VIII and Article IX to be satisfied, (B) the obtaining, at the earliest practicable date, of all necessary Regulatory Approvals and the making of all necessary registrations, declarations and filings (including registrations, declarations and filings with Governmental Authorities, if any) and the taking of all reasonable steps as may be necessary to avoid any Proceeding by any Governmental Authority, (C) obtaining the necessary consents and providing the necessary notices to any third party to consummate the Contemplated Transaction, and (D) the execution or delivery of any additional instruments necessary to consummate the Contemplated Transactions and to fully carry out the purposes of this Agreement.

Section 6.08 Reports. Sellers shall file on a current and timely basis until the Closing, all reports and documents required to be filed with respect to the Permits set forth in Schedule 4.06(a) of the Disclosure Schedules. Accurate and complete copies of all such reports filed as of the Execution Date and as set forth on Schedule 4.06(a) continuing through the Closing shall be promptly supplied to Buyer by Sellers.

Section 6.09 Post-Closing Records Obligations. Following Closing, Sellers shall use, and shall cause Sellers' Affiliates to use, reasonable diligent efforts to cooperate with Buyer and its Affiliates to the extent not previously transferred to Buyer, to provide any records in Sellers' custody or control which may be requested of Buyer by any authorized Governmental Authority. This Section 6.09 shall survive the Closing.

Section 6.10 Additional Financial Information. Sellers have delivered to Buyer copies of the unaudited balance sheets, statements of operations, statements of changes in net assets, and statements of cash flows (including the accompanying consolidating schedules of balance sheet information and statement of operation information) of Sellers for First Quarter 2025. Thereafter, Sellers will deliver to Buyer copies of the unaudited balance sheets and statements of operations of Sellers, to be delivered (i) within sixty (60) days following Second Quarter 2025 for the corresponding quarterly report, and (ii) within forty-five (45) days thereafter for each subsequent calendar month prior to the Closing Date for corresponding monthly reports (all such financial statements are referred to herein as the "Additional Financial Statements"). The Additional Financial Statements shall be prepared from and in accordance with Sellers' books and records, shall fairly present the financial position and results of operations of Sellers relating to the Purchased Assets of the date and for the period indicated, and shall be prepared in accordance with GAAP, consistently applied, except that such Additional Financial Statements need not include

required footnote disclosures, nor reflect normal yearend adjustments or adjustments that may be required as a result of the Contemplated Transactions.

Section 6.11 Treatment of White Oak Facility and Omega and Welltower Leases. Following the Execution Date, Buyer and Sellers shall mutually determine, subject to approval by Omega and Welltower, that (i) Buyer will assume all Liabilities relating to the White Oak Facility at the Closing or (ii) all Liabilities relating to the White Oak Facility will be satisfied in full at the Closing. Additionally, notwithstanding anything contained herein to the contrary, all assignments of the Assigned Leases where any of Omega, Welltower or their Affiliates are a landlord will be on terms mutually agreeable to Buyer, on the one hand, and Omega or Welltower, as applicable, on the other hand.

Section 6.12 Conversion to a Chapter 11 Plan. At the election of Buyer, in the event that the Contemplated Transaction is unable to be consummated as a transaction pursuant to Section 363 of the Bankruptcy Code, the Sellers and Buyer shall use commercially reasonable efforts to convert the Contemplated Transactions into a chapter 11 plan.

Section 6.13 Title; Additional Documents.

(a) **Title and Survey**

(i) **Title Commitments.** Buyer shall have the option to order from the Title Company a title commitment for each Owned Real Property (each, a "Title Commitment"). Buyer shall pay for the cost of obtaining the Title Commitments, and the cost of the basic insurance premium (excluding any endorsements or extended coverage) for each Title Policy, the cost of any endorsements or extended coverage for each Title Policy, and the cost of any title insurance or endorsements required by Buyer's lender. Sellers agree to provide as a customary limited affidavit of title, in form and substance acceptable to Sellers, appropriate to the distressed circumstances surrounding the sale and/or such other information as the Title Company may reasonably require in order for the Title Company to delete the standard title exceptions (excluding the survey exception) and to insure over the "gap" (i.e., the period of time between the effective date of the title insurance company's last check-down of title to the Real Property and the Closing Date) (each, a "Title Affidavit"). In no event shall a Title Policy be a condition to Buyer's obligation to close the transactions contemplated by this Agreement.

(ii) **Survey.** If Buyer desires an Updated Survey of any of the Real Property, Buyer shall pursue and order such Updated Survey at its sole cost and expense by no later than the date that is five (5) Business Days after the Execution Date of this Agreement. However, to the extent acceptable to the Title Company to delete the standard survey exception, and to the extent that Sellers can accurately represent that no changes have occurred since the applicable existing Survey, Sellers agree to execute applicable Survey No Change Affidavits in form and substance acceptable to Title Company and Sellers.

ARTICLE VII.
OTHER AGREEMENTS

Section 7.01 Taxes.

(a) Any transfer, documentary, sales, use, stamp, registration and other similar non-income Taxes, and all conveyance fees, recording charges and other similar fees and charges (including any penalties and interest) incurred in connection with the consummation of the Contemplated Transactions, but excluding for all purposes, the Asset Taxes (collectively, the "Transfer Taxes") shall be borne by the parties equally. Sellers and Buyer shall use commercially reasonable efforts and cooperate in good faith to exempt the sale and transfer of the Purchased Assets from any Transfer Taxes, including under Section 1146(a) of the Bankruptcy Code. Sellers will, at their own expense, file all necessary Tax Returns and other documentation with respect to all Transfer Taxes, and, if required by Applicable Law, the parties will, and will cause their Affiliates to, join in the execution of any such Tax Returns and other documentation.

(b) Sellers shall retain responsibility for, and shall bear and pay, all Asset Taxes, payroll Taxes, and withholding Taxes based upon operation or ownership of the Purchased Assets and the Business for any period ending prior to the Closing Date. Buyer shall bear and pay all Asset Taxes, payroll Taxes, and withholding Taxes assessed with respect to the Purchased Assets for any taxable period beginning on or after the Closing Date. Sellers shall retain responsibility for, and shall bear and pay, all real estate Taxes (or payments in lieu thereof) and special assessments levied on the Real Property (the "Real Estate Taxes") for the portion of any Straddle Period ending prior to the Closing Date. Buyer shall bear and pay all Real Estate Taxes for the portion of any Straddle Period beginning on or after the Closing Date. For purposes of allocation between the parties of Real Estate Taxes assessed with respect to the Purchased Assets that are payable with respect to any Tax periods beginning before and ending after the Closing Date ("Straddle Periods"), the portion of any such Real Estate Taxes that are attributable to the portion of the Straddle Period that ends prior to the Closing Date shall be allocated pro rata per day between the period prior to the Closing Date (which shall be Sellers' responsibility) and the period from and after the Closing Date (which shall be Buyer's responsibility). At the Closing, Real Estate Taxes with respect to each Purchased Asset for the applicable Straddle Period shall be prorated in accordance with the foregoing provisions based on (i) the Real Estate Tax assessment for such Purchased Asset for such Straddle Period, if available, (ii) if clause (i) is not available, then upon the assessed value for the applicable Straddle Period as of the Closing Date and applying either the applicable tax rate for such Straddle Period or to the extent the applicable tax rate for such Straddle Period is not available, the applicable tax rate for the immediately preceding Tax year, and (iii) if neither clause (i) nor (ii) is available, then, based on the Real Estate Taxes paid with respect to such Purchased Asset during the preceding Tax period. With respect to any not yet delinquent Taxes relating to a Tax year ending after the Closing Date, Buyer will assume responsibility for the actual payment of all such Taxes to the applicable Governmental Authority.

(c) Sellers, on the one hand, or Buyer, on the other hand, as the case may be (the "Reimbursing Party"), shall provide reimbursement for any Tax paid by the other (the "Paying Party") all or a portion of which is the responsibility of the Reimbursing Party in accordance with the terms of Section 7.01(b) or which represents an overpayment for Taxes by the Paying Party. Within a reasonable time prior to the payment of any such Tax, but no later than forty-five (45) Business Days prior to the due date of the applicable Taxes, the Paying Party shall give notice to the Reimbursing Party of the Tax payable and the Paying Party's and Reimbursing Party's respective Liability therefor, although failure to do so will not relieve the Reimbursing Party from its Liability hereunder except to the extent the Reimbursing Party is prejudiced thereby. If the Reimbursing Party does not provide the Paying Pary with a written description of the Liability for Taxes described in such notice that the Paying Party intends to dispute within fifteen (15) Business Days following the delivery to the Paying Party of such notice, the Paying Party shall be deemed to have accepted and agreed to such Liability for Taxes. The Sellers and Buyer agree to consult with each other and to negotiate in good faith any timely-raised issue arising as a result of the review of such notice delivered pursuant to this Section 7.01(c) to permit the payment the applicable Taxes as promptly as possible, which good faith negotiations shall include each side exchanging in writing their positions concerning the matter or matters in dispute and a meeting to discuss their respective positions. In the event the parties are unable to resolve any dispute within ten (10) Business Days following the delivery of written notice by the Paying Party of such dispute, the Sellers and Buyer shall jointly request nationally recognized accounting firm with no material relationship with any Party mutually agreed on by the Sellers and Buyer (the accounting firm ultimately chosen, the "Accounting Referee") to resolve any issue in dispute at least five (5) Business Days before the due date of such Taxes (including extensions, such extensions to be requested only if reasonably necessary), in order that such Taxes may be timely paid. The Accounting Referee shall make a determination with respect to any disputed issue by a date that is at least five (5) Business Days before the due date (including extensions) for the filing of the Taxes in question, and the parties shall cause the payment of such Taxes on the due date (including extensions) therefor in a manner consistent with the determination of the Accounting Referee. The determination of the Accounting Referee shall be binding on all parties; provided that any such determination shall be limited to the resolution of issues in dispute. The fees and disbursements of the Accounting Referee shall be borne by the party (i.e., the Sellers, jointly and severally, on the one hand, and Buyer, on the other hand), that assigned amounts to items in dispute that were, on a net basis, furthest in amount from the amount finally determined by the Accounting Referee.

(d) Buyer and Sellers agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Purchased Assets (including access to books and records and Tax Returns and related working papers dated before Closing) as is reasonably necessary for the preparation and filing of all Tax Returns, the making of any election relating to Taxes, the preparation for any audit by any Taxing authority, the prosecution or defense of any Claims, Actions or Proceedings relating to any Tax, and the claiming by Buyer of any federal, state or local business Tax credits or incentives that Buyer may qualify for in

any of the jurisdictions in which any of the Purchased Assets are located; *provided*, *however*, that neither Buyer nor Sellers shall be required to disclose the contents of its income Tax Returns to any Person. Any expenses incurred in furnishing such information or assistance pursuant to this Section 7.01(d) shall be borne by the party requesting it.

Section 7.02 Allocation of Purchase Price for Income Tax Purposes.

(a) Within one-hundred twenty (120) days post-Closing Date, the Buyer shall deliver a proposed allocation of the purchase price as determined for federal income tax purposes (the "Asset Purchase Price") among the Purchased Assets solely for the purposes of determining income taxes (the "Tax Allocation"), consistent with the principles set forth on Schedule 7.02 of the Disclosure Schedules, which such principles Buyer and Sellers will use commercially reasonable efforts to agree on prior to the Closing Date. The portion of the Asset Purchase Price allocated to each Purchased Asset is referred to herein as the "Allocated Value" of such Purchased Asset. For purposes of this Agreement, Sellers and Buyer agree to be bound by the Allocated Values set forth in any final Tax Allocation, as required by Applicable Law. The Tax Allocation shall be subject to the Sellers' objection in writing to Buyer within fifteen (15) Business Days after receipt thereof, provided that the Sellers include with such written objection reasonable details supporting the Sellers' basis for such determination, and thereafter the Sellers and Buyer agree to consult with each other and to negotiate in good faith in resolving such dispute, which good faith negotiations shall include each side exchanging in writing their positions concerning the matter or matters in dispute and a meeting to discuss their respective positions. In the event the parties are unable to resolve any dispute within ten (10) Business Days following the delivery of written objection by the Sellers of such dispute, Buyer and Sellers shall jointly request the Accounting Referee to resolve any issue in dispute. The determination of the Accounting Referee shall be binding on all parties; provided that any such determination shall be limited to the resolution of issues in dispute. The fees and disbursements of the Accounting Referee shall be borne by the party (i.e., the Sellers, jointly and severally, on the one hand, and Buyer, on the other hand), that assigned amounts to items in dispute that were, on a net basis, furthest in amount from the amount finally determined by the Accounting Referee. In the event that any of the allocations set forth in the Tax Allocation are disputed by a Governmental Authority, the party receiving notice of such dispute shall promptly notify the other parties in writing, and the Sellers and Buyer shall cooperate in good faith in responding to such challenge to preserve the effectiveness of such allocation pursuant to the Tax Allocation.

(b) Sellers and Buyer further agree that for the purpose of making any filings required to be made pursuant to Section 1060 of the Code, and the regulations thereunder, the Asset Purchase Price shall be allocated among the Purchased Assets in a manner consistent with the Allocated Values, as set forth in any final Tax Allocation. If required to make any such filing, Sellers and Buyer each agree (i) to report, and to cause their respective Affiliates to report, the federal, state and local income and other Tax consequences of the transactions contemplated herein as required by Section

1060(b) of the Code, and (ii) if required by U.S. federal income tax law, to jointly prepare Form 8594 (Asset Acquisition Statement under Section 1060 of the Code) as promptly as possible following the Closing Date and in a manner consistent with the Tax Allocation as revised to take into account subsequent adjustments to the purchase price as determined for applicable purposes, and (iii) to not take any position inconsistent with any such required Tax Return, Action, Proceeding or otherwise, unless required to do so by any applicable Order after notice to and discussions with the other party, or with such other party's prior consent; *provided, however,* that nothing contained herein shall prevent Buyer or Sellers from settling any proposed deficiency or adjustment by any Governmental Authority based upon or arising out of the Tax Allocation, and neither Buyer nor Sellers shall be required to litigate before any court any proposed deficiency or adjustment by any Governmental Authority challenging the Tax Allocation.

Section 7.03 Bulk Sales. To the extent applicable, Buyer and Sellers will reasonably cooperate with respect to any "bulk sales," "bulk transfer" and similar Applicable Law that may otherwise be applicable with respect to the sale and transfer of any or all of the Purchased Assets to Buyer ("Bulk Sales Rules"). Notwithstanding the preceding sentence or any other provision in this Agreement, Buyer and Sellers agree that compliance with any or all Bulk Sales Rules will not constitute a condition to Closing.

Section 7.04 Adequate Assurance and Performance; Security Arrangements.

(a) Buyer shall provide adequate assurance as required under the Bankruptcy Code of the future performance by Buyer of the Assigned Contracts and the Assigned Leases. Buyer and Sellers agree that they will promptly take all actions reasonably required to assist in obtaining a Bankruptcy Court finding that there has been an adequate demonstration of adequate assurance of future performance under the Assigned Contracts and the Assigned Leases, such as furnishing timely requested and factually accurate affidavits, non-confidential financial information and other documents or information for filing with the Bankruptcy Court and making Buyer's and Sellers' employees and Representatives available to testify before the Bankruptcy Court.

(b) Without limiting the provisions of Section 7.04(a), Buyer acknowledges that the bonds, surety bonds, letters of credit, guarantees, and/or cash deposits, set forth on Schedule 7.04(b) of the Disclosure Schedules (collectively the "Security Arrangements") have been provided by Sellers and/or its Affiliates to secure the payment and/or performance of certain obligations related to the Purchased Assets. Buyer acknowledges that Sellers have no duty to maintain any Security Arrangements after the Closing. To the extent Sellers and/or any of their Affiliates have any obligations pursuant to any Security Arrangement or have pledged or otherwise provided any property that secures any such Security Arrangement (collectively, the "Seller Obligations"), Sellers shall take such actions, prior to Closing, as are necessary to cause Seller Obligations and the Security Arrangements to be released and terminated, and any of Sellers' property pledged or otherwise provided to secure such Security Arrangements returned to Sellers, concurrent with the Closing.

Section 7.05 Employee Matters.

(a) No later than ten (10) Business Days before the Auction, Sellers shall update the list of Employees on Schedule 4.12(a) of the Disclosure Schedules to reflect any and all employment hirings or terminations occurring after the Execution Date and prior to the Closing Date. In connection therewith, Sellers will provide Buyer with Schedule 7.05 of the Disclosure Schedules, which is the list of all such Employees hired or terminated after the Execution Date and prior to the Auction. In addition, Sellers shall provide Buyer: (i) access to Payroll employee reports reflecting all Employees as of the most recent Payroll date, and (ii) no later than five (5) Business Days following the Closing Date, with an accurate and complete list of any and all employment losses (within the meaning of the WARN Act) incurred during the ninety (90) day period prior to the Closing Date.

(b) Sellers shall cause Buyer to receive, after the entry of the Sale Order, access to the Employees at times and in a manner requested by Buyer and reasonably acceptable to Sellers, and with information reasonably requested by Buyer with respect to compensation, benefits and other employment terms and conditions with respect to the Employees. Buyer shall provide Sellers with a list of the Employees that, in Buyer's sole discretion, Buyer intends to offer employment no later than two (2) days prior to the Auction, provided, however, that Buyer shall offer employment to all Employees represented by a union where the corresponding collective bargaining agreement is an Assigned Contract or Assumed Employee Plan (each, an "Assumed CBA") and explicitly requires an offer of employment to be made to such Employees. Any offer of employment from Buyer to any such Employee shall be on such terms and conditions as Buyer may determine in its sole and absolute discretion except to the extent otherwise required by an Assumed CBA or the National Labor Relations Act. Sellers agree to use reasonable efforts to encourage any such Employees that are offered employment with Buyer to accept such employment. All such Employees, if any, who (i) are offered employment from Buyer or one of its Affiliates providing services at the Facilities (the "Buyer Employers"), (ii) accept such offer of employment from a Buyer Employer and (iii) commence employment with a Buyer Employer shall be referred to herein as the "Transferred Employees."

(c) To the extent commercially practicable, the employment of each Transferred Employee with a Buyer Employer shall commence immediately upon the Closing. The employment of any Inactive Employee with a Buyer Employer shall be effective upon his or her return to active work, *provided that* the Inactive Employee reports to work with a Buyer Employer within fifteen (15) days after the end of any such approved leave, and, as of such date, such Inactive Employee shall be a Transferred Employee. Each Transferred Employee shall be hired on an "*at will*" basis unless otherwise agreed by Buyer. For the avoidance of doubt, the foregoing provision shall not be construed to restrict a Transferred Employee's rights under the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

(d) Sellers shall terminate the employment of all Transferred Employees effective as of the Closing or, with respect to any Inactive Employee who becomes a

Transferred Employee after the Closing Date in accordance with Section 7.05(c), upon their return to active work with a Buyer Employer. To the extent that any such termination would trigger severance obligations on the part of Sellers, Sellers shall be responsible for any such amounts owed. Additionally, Sellers shall be exclusively responsible for, and Buyer shall have no liability for, any pay, benefits, severance, or similar claims and all claims and obligations, Benefit Plan that is not an Assumed Employee Plan (including, any withdrawal liability) or any local, state or federal law, rule or regulation (including, the WARN Act and similar state or local Applicable Laws) of any Transferred Employees earned or accrued or arising on or prior to the Closing Date other than under Section 2.03(o). From and after the Closing Date, Sellers shall retain and be solely responsible for all obligations and liabilities with respect to the employment and services of all Employees and Services Providers of the Sellers on or prior to the Closing Date.

(e) Subject to, and effective as of, the Closing, Sellers hereby waive and release each of the Transferred Employees from any and all contractual, common law or other restrictions related to non-competition or non-solicitation enforceable by Sellers with respect to Buyer and its Affiliates with respect to the employment, of such individuals by Buyer Employer after their termination of employment with Sellers, as the case may be.

(f) Pursuant to the "Standard Procedure" provided in Section 4 of Revenue Procedure 2004-53, 2004-2 C.B. 320, (i) Buyer and the Sellers shall report on a predecessor/successor basis as set forth therein, (ii) Sellers will not be relieved from filing a Form W-2 with respect to any Transferred Employees for any tax period ending immediately prior to the Closing Date and the tax year including the Closing Date with respect to the portion of such year that such Transferred Employee was employed by Sellers, as the case may be, and (iii) Buyer will undertake to file (or cause to be filed) a Form W-2 for each such Transferred Employee with respect to the portion of the year during which such Transferred Employees are employed by Buyer that includes the Closing Date, excluding the portion of such year that such Transferred Employee was employed by Sellers and its Affiliates.

(g) Nothing herein, express or implied, shall confer upon any other Persons (including any current or former employee or contractor of Sellers, Buyer or any of their respective Affiliates) any rights or remedies hereunder, including any right to employment or continued employment for any specified period or continued participation in any Benefit Plan or other benefit plan, or any nature or kind whatsoever under or by reason of this Agreement. Nothing herein restricts or precludes the right of Buyer to terminate the employment of any Transferred Employee subject to the National Labor Relations Act and the terms of any assumed CBA and Sellers agree that the provisions contained herein are not intended to be for the benefit of or otherwise be enforceable by, any third party, including any current or former Employee or Service Provider.

(h) Buyer shall direct that its 401(k) plan accept rollovers by Transferred Employees of their account balances and outstanding loans from Sellers' 401(k) plan.

Section 7.06 Post-Closing Books and Records and Personnel. At Closing, Sellers will make available to Buyer all electronic copies of the Records that are maintained by or in the control of Sellers, and Buyer shall assume all originals of the Records available at the Facilities whose operations are acquired by Buyer pursuant to this Agreement *provided*, *however*, that Sellers shall be entitled to retain any originals of the Records that are required to be retained as a result of the Bankruptcy Case, for such period of time sufficient to allow all matters under the Bankruptcy Case to be finally determined, and provided further that Buyer shall promptly receive copies of such originals that are required to be retained by Sellers as a result of the Bankruptcy Case at its sole cost and expense. Subject to the foregoing, Sellers shall be entitled to retain a copy of the Records delivered to Buyer, at Sellers' sole cost and expense. For one (1) year after the Closing Date (or such longer period as may be required by any Governmental Authority or ongoing Claim or Proceeding), (a) Buyer shall not destroy or dispose of any material Records received hereunder and (b) Buyer shall allow Sellers (including, for clarity, any trust established under a chapter 11 plan of Sellers or any other successors of Sellers or court-appointed trustee or other fiduciary charged with winding up the affairs of the Sellers) and any of their Representatives reasonable access during normal business hours, at Sellers' sole expense and upon reasonable advance notice, to all Records included in the Purchased Assets and in the possession or control of Buyer, for purposes relating to the Bankruptcy Case, the wind-down of the operations of Sellers, the functions of any such trusts or successors, or other reasonable business purposes, and Sellers (including any such trust or successors) and such Representatives shall have the right to make copies of any Records.

Section 7.07 Condemnation. If, prior to Closing, there is a material taking by eminent domain at a Real Property, Buyer shall have the right to (i) treat this Agreement as null and void by providing Sellers with written notice within ten (10) Business Days of receiving written notice of a material taking by eminent domain at a Real Property of Buyer's election to treat the Agreement as null and void or (ii) to exclude the applicable Real Property from the transaction and proceed with the purchase with an adjustment to the Purchase Price for such excluded Real Property. If the Closing would otherwise be scheduled to take place within the period during which Buyer has the right to provide notice to Sellers of termination of this Agreement as provided above, then the Closing Date may be extended by Buyer to accommodate the relevant period. If Buyer elects to proceed and to consummate the Contemplated Transactions despite said material taking, or if there is less than a material taking prior to Closing, there shall be no reduction in or abatement of the Purchase Price and Buyer shall be required to purchase the Real Property in accordance with the terms of this Agreement, and Sellers shall assign to Buyer, without representation of warranty by or recourse against Sellers, all of Sellers' right, title and interest in and to any award made or to be made in the condemnation Proceeding (in which event Buyer shall have the right to participate in the adjustment and settlement of any insurance-related Claim relating to said Loss). For the purpose of this Section 7.07, the term "material" shall mean any taking which would, in Buyer's reasonable determination, (a) materially and adversely affect the access to Purchased Assets, (b) reduce available parking levels at the Purchased Assets below that required by Applicable Law, (c) in general cause a violation of, any Applicable Law or, Real Property Lease or, rental agreement, loan agreement, mortgage, easement, covenant, restriction or other agreement or instrument affecting all or a portion of the Real Property, (d) result in the loss of any portion of the Real Property which is necessary to use, operate and/or maintain the balance of such Real Property, as currently used, operated and/or maintained, or result in a condemnation

award reasonably estimated to exceed $3,000,000.00. The parties' obligations, if any, under this Section 7.07 shall survive the expiration or any termination of this Agreement.

Section 7.08 Payment of Broker and Finder's Fees. Each party shall pay all of the fees and costs and expenses due to its brokers, finders, and investment bankers, at the Closing. The parties' obligations under this Section 7.08 shall survive the expiration or any termination of this Agreement.

Section 7.09 Billing and Collection of Post-Closing Accounts Receivable.

(a) Reimbursements and charges for items and services rendered by Buyer after the Closing Date that are subject to reimbursement by a Third-Party Payor shall be handled as follows:

(i) Medicare and Medicaid Post-Closing Accounts Receivable. With respect to any of Sellers' Medicare and Medicaid provider numbers that are assumed by Buyer in accordance with Applicable Law and Section 2.08(a) of this Agreement (collectively, the "Assumed Medicare and Medicaid Provider Numbers"), following Closing until such time as (A) a tie-in notice is issued by CMS to link such Assumed Medicare and Medicaid Provider Numbers for the Business to Buyer, and (B) a CMS Form 588 is processed by CMS to authorize Medicare and Medicaid payments for the Business pursuant to such Assumed Medicare and Medicaid Provider Numbers to be deposited into a bank account maintained and controlled by Buyer, Buyer will (to the extent permitted by Applicable Law) continue to bill Medicare and Medicaid using Sellers' existing Medicare and Medicaid provider numbers, federal employer identification number, and such other information as may be reasonably necessary ("Seller Billing Information") for purposes of submitting claims to Medicare and Medicaid for services provided with respect to the Business by Buyer or any of its Affiliates after the Effective Time. The Medicare and Medicaid receipts will continue to be deposited into Sellers' existing bank account that currently receives payments from Medicare and Medicaid for the Business. On or about the tenth (10^{th}) Business Day of each calendar month following Closing, Sellers shall promptly forward any such receipts in the prior month to Buyer.

(ii) Non-Medicare and Non-Medicaid Third-Party Payor Post-Closing Accounts Receivable. Following Closing, (A) to the extent a Third-Party Payor (other than Medicare and Medicaid with respect to the Assumed Medicare and Medicaid Provider Numbers) permits Buyer to continue to bill such program using Sellers' existing provider numbers until new provider numbers can be issued to Buyer, Buyer will handle billing and receipts for such Third-Party Payor program in a manner similar to Section 7.09(a)(i), and (B) to the extent a Third-Party Payor (other than Medicare and Medicaid with respect to the assumed Medicare and Medicaid Provider Numbers) does not permit Buyer to continue to bill such program using Sellers' existing provider numbers, Buyer shall not bill such Third-Party Payor using Sellers' provider numbers for any items or services rendered by Buyer with respect to the Business after the Closing Date. Buyer will

not commence billing such Third-Party Payors for any items or services rendered by Buyer with respect to the Business after the Closing Date until Buyer has obtained new provider numbers and, at such time, Third-Party Payor receipts will be deposited into bank accounts maintained and controlled by Buyer.

(b) Following the Closing, Buyer shall bill Medicare and Medicaid and all other Third-Party Payor programs in full compliance with the applicable conditions for participation and Healthcare Regulatory Laws.

(c) Sellers shall cooperate with Buyer as reasonably required in order to permit Buyer to collect the post-Closing Accounts Receivable.

ARTICLE VIII.
CONDITIONS PRECEDENT TO THE OBLIGATION OF BUYER TO CLOSE

Buyer's obligation to consummate the Contemplated Transactions pursuant to the terms of this Agreement is subject to the satisfaction, on or prior to the Closing, of each of the following conditions, unless waived by Buyer in writing:

Section 8.01 Accuracy of Representations and Warranties. Each of the representations and warranties made by Sellers in this Agreement or in any Transaction Document shall be true and correct in all respects as of the date hereof and as of the Closing Date, except for (a) changes specifically permitted by this Agreement, (b) those representations and warranties that address matters only as of a particular date need only be true and correct in all material respects as of such date, and (c) other than with respect to the Seller Fundamental Representations (except for *de minimis* inaccuracies), those instances (including in (a) and (b)) in which the failure of the representations and warranties to be true and correct would not in the aggregate have a Material Adverse Effect.

Section 8.02 Performance of Agreement. Sellers shall have performed in all material respects all of their covenants, agreements and obligations required by this Agreement to be performed or complied with by Sellers prior to or upon the Closing.

Section 8.03 Seller Closing Certificate. Buyer shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Sellers, that each of the conditions set forth in Section 8.01 and Section 8.02 have been satisfied (the "Seller Closing Certificate").

Section 8.04 Conveyance of Property. Sellers shall have conveyed to Buyer the Real Property, free and clear of all Liens and Liabilities, except Permitted Liens and Assumed Liabilities, to the extent permissible under Section 363(f) of the Bankruptcy Code.

Section 8.05 Release of All Liens and Liabilities. Sellers shall have caused the Sale Order to provide that the sale of the Purchased Assets shall be free and clear of all Liens (except Permitted Liens) on, and Liabilities (except Assumed Liabilities) with respect to, the Purchased Assets, to the extent permissible under Section 363(f) of the Bankruptcy Code.

Section 8.06 Delivery of Closing Documents. Sellers shall have delivered or caused to be delivered to Buyer on the Closing each of the Transaction Documents required to be delivered pursuant to Section 10.02.

Section 8.07 Required Permits and Approvals. The Buyer shall have obtained all necessary authorizations, Permits, Approvals (including Regulatory Approvals), consents, orders, or approvals of, shall have made all declarations or filings with, and shall have allowed the expiration of waiting periods imposed by, any Governmental Authority or other third party necessary for the consummation of the Contemplated Transactions and operation of the Business.

Section 8.08 Entry of Sale Order. The entry of Sale Order on or before November 4, 2025, and such Sale Order becoming a Final Order on or before November 18, 2025.

Section 8.09 No Material Adverse Effect. No Material Adverse Effect shall have occurred with respect to the Business or the Purchased Assets prior to the Closing.

Section 8.10 No Injunction, Etc. No provision of any Applicable Law and any Order or proceeding shall be in effect that shall prohibit or restrict the consummation of the Closing or that shall impact adversely the operation of the Business.

Section 8.11 Unfavorable Action or Proceeding. On the Closing Date, no Orders, decrees, judgments or injunctions of any court or Governmental Authority shall be in effect, and no Claims, Proceedings or Actions shall be pending, which challenge or seek to challenge, or which could prevent or cause the rescission of, the consummation of the Contemplated Transactions.

Section 8.12 DIP Credit Agreement. The Bankruptcy Court shall have entered the Final Order approving the DIP Credit Agreement and no Event of Default under the DIP Credit Agreement shall have occurred.

Section 8.13 Bidding Procedures Order and Sale Order. The Bankruptcy Court shall have entered the Bidding Procedures Order and the Sale Order, in form and substance reasonably acceptable to Buyer and Sellers.

Section 8.14 Purchase Options. Sellers shall have exercised and not revoked the Purchase Options, and cause the Purchase Options to remain in effect through Closing.

Section 8.15 White Oak. If the Buyer determines (subject to Section 6.11) to assume or refinance the White Oak Facility (the "White Oak Transaction"), all conditions to closing the White Oak Transaction shall be satisfied or waived (other than conditions that will be satisfied by their terms in connection with Closing), and the Buyer shall have entered into all documents required in connection with the White Oak Transaction.

Section 8.16 Additional Deliveries. Sellers shall have delivered to Buyer such other documents or instruments as Buyer reasonably requests and are reasonably necessary to consummate the Contemplated Transactions.

ARTICLE IX.
CONDITIONS PRECEDENT TO THE OBLIGATION OF SELLERS TO CLOSE

The obligation of Sellers to consummate the Contemplated Transactions pursuant to the terms of this Agreement is subject to the satisfaction, on or prior to the Closing, of each of the following conditions, unless waived by Sellers in writing:

Section 9.01 Accuracy of Representations and Warranties. Each of the representations and warranties made by Buyer in this Agreement or in any Transaction Document shall be true and correct in all respects as of the date hereof and as of the Closing Date, except for (a) changes specifically permitted by this Agreement, (b) those representations and warranties that address matters only as of a particular date need only be true and correct in all material respects as of such date, and (c) other than with respect to the Buyer Fundamental Representations (except for *de minimis* inaccuracies), those instances (including in (a) and (b)) in which the failure of the representations and warranties to be true and correct would not in the aggregate have a Buyer Material Adverse Effect.

Section 9.02 Performance of Agreements. Buyer shall have performed in all material respects all of its covenants, agreements, and obligations required by this Agreement and each of the other Transaction Documents to be performed or complied with by it prior to or upon the Closing.

Section 9.03 Buyer Closing Certificate. Sellers shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Buyer, that each of the conditions set forth in Section 9.01 and Section 9.02 have been satisfied (the "Buyer Closing Certificate").

Section 9.04 Delivery of Closing Documents. Buyer shall have delivered or caused to be delivered to Sellers on the Closing each of the Transaction Documents required to be delivered pursuant to Section 10.03.

Section 9.05 Unfavorable Action or Proceeding. On the Closing Date, no Orders, decrees, judgments or injunctions of any court or Governmental Authority shall be in effect, and no Claims, Proceedings or Actions shall be pending, which challenge or seek to challenge, or which could prevent or cause the rescission of, the consummation of the Contemplated Transactions.

Section 9.06 Bidding Procedures Order and Sale Order. The Bankruptcy Court shall have entered the Bidding Procedures Order and the Sale Order, in form and substance reasonably acceptable to Buyer and Sellers.

Section 9.07 Governmental Approval. All of the Permits, Approvals, and consents set forth in Schedule 9.07 of the Disclosure Schedules shall have been received.

ARTICLE X.
CLOSING

Section 10.01 Closing Date and Place. The Closing shall take place on the date that is two (2) Business Days after the satisfaction of all conditions to Closing contained in Article VIII and Article IX, or at such earlier or later date and time as may be expressly agreed upon in writing by Buyer and Sellers (the "Closing Date"), but in no event later than February 4, 2026 (the "Outside Closing Date"); *provided*, *however*, that the Outside Closing Date may be extended upon written notice by either Buyer or Sellers to the other party until April 5, 2026; and *provided, further,* that the Outside Closing Date may be further extended until June 4, 2026 by Buyer in its sole discretion. Time is of the essence in the performance of this Agreement.

Section 10.02 Deliveries of Sellers. At the Closing, Sellers shall deliver or cause to be delivered to Buyer and/or other Persons the following, in each case in form and substance reasonably satisfactory to Buyer, and to the extent required, executed by a duly authorized officer of Sellers:

(a)governmental certificate, dated as of a date as near as practicable to the Closing, showing that: (i) Genesis Healthcare, Inc., (ii) FC-GEN Operations Investment, LLC, (iii) Genesis Administrative Services LLC, (iv) Powerback Rehabilitation LLC, (v) Genesis Eldercare Physician Services LLC (dba AlignMed), and (vi) LTC ACO, LLC are duly organized and in good standing in the state of organization;

(b) a certificate of the secretary (or the equivalent thereto if none) of Sellers attesting as to the incumbency of each manager, officer, and authorized Representative of Sellers who executes this Agreement and any of the other Transaction Documents to which it is a party, certifying that resolutions and consents necessary for Sellers to act in accordance with the terms of this Agreement have been adopted or obtained (with copies thereof attached) and to similar customary matters;

(c) a copy of the Sale Order;

(d) for each Owned Real Property, an original limited or special warranty deed (or applicable local equivalent), in form and substance acceptable to Sellers and the Title Company conveying the Owned Real Property, free and clear of all Liens other than the Permitted Liens, to the extent permissible under Section 363(f) of the Bankruptcy Code, together with all excise tax declarations, recording cover sheets, transfer tax affidavits or declarations;

(e) a Bill of Sale, Assignment and Assumption Agreement transferring the Purchased Assets (other than the Owned Real Property) and Assumed Liabilities to Buyer, free and clear of all Liens other than the Permitted Liens;

(f) a certificate of non-foreign status under Section 1445 of the Code for each Sellers, complying with the requirements of the Income Tax Regulations promulgated pursuant to such Section;

(g) the Seller Closing Certificate;

(h) all electronic copies of the Records that are maintained by or in the control of Sellers, and, promptly following Closing and in any event no later than five (5) Business Days following Closing, Sellers shall make available to Buyer all originals of the Records; *provided however*, that Sellers shall be entitled to retain any originals of the Records that are required to be retained as a result of the Bankruptcy Case, for such period of time sufficient to allow all matters under the Bankruptcy Case to be finally determined; and *provided further*, that Buyer shall promptly receive copies of such originals that are required to be retained by Sellers as a result of the Bankruptcy Case at its sole cost and expense;

(i) the Flow of Funds Memorandum;

(j) all Permits, Approvals, and consents required by Section 8.07;

(k) Operations Transfer Agreements with respect to any of the Facilities requested by the Buyer in writing, duly executed by the applicable Seller(s);

(l) management operations transfer agreements, in a form reasonably acceptable to the Sellers and the Buyer with respect to any of the Facilities requested by the Buyer in writing in its sole discretion, duly executed by the applicable Seller(s);

(m) the Transition Services Agreement, duly executed by the Sellers; and

(n) such additional information, materials, affidavits and certificates as Buyer shall reasonably request to evidence the satisfaction of the conditions to Buyer's obligations hereunder, including any documents expressly required by this Agreement or the other Transaction Documents to be delivered by Sellers or their Affiliates at Closing.

Section 10.03 Deliveries of Buyer. At the Closing, Buyer shall deliver or cause to be delivered to Sellers and/or other Persons, the following, in each case in form and substance reasonably satisfactory to Sellers, and to the extent required, executed by a duly authorized officer of Buyer:

(a) the Purchase Price by wire transfer in accordance with Section 3.01;

(b) the Cure Costs in accordance with Section 2.07;

(c) the Bill of Sale, Assignment and Assumption Agreement transferring the Purchased Assets (other than the Real Property) and the Assumed Liabilities to Buyer, free and clear of all Liens other than the Permitted Liens;

(d) the Buyer Closing Certificate;

(e) a governmental certificate, dated as of a date as near as practicable to the Closing, showing that Buyer is (i) duly organized and in existence in the state of its

formation, and (ii) is qualified to do business in the state where the Real Property is located;

(f) a certificate of the secretary (or the equivalent thereto if none) of Buyer attesting as to the incumbency of each manager, officer, and authorized Representative of Buyer who executes this Agreement and any of the other Transaction Documents to which it is a party, certifying that resolutions and consents necessary for Buyer to act in accordance with the terms of this Agreement have been adopted or obtained (with copies thereof attached) and to similar customary matters;

(g) all Approvals required pursuant to Section 9.07;

(h) the Flow of Funds Memorandum;

(i) the Transition Services Agreement, duly executed by the Buyer; and

(j) such additional information, materials, affidavits and certificates as Sellers shall reasonably request to evidence the satisfaction of the conditions to Sellers' obligations hereunder, including any documents expressly required by this Agreement or the other Transaction Documents to be delivered by Buyer or its Affiliates at Closing.

ARTICLE XI.
SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS; RELEASE

Section 11.01 Survival. All covenants and agreements contained in this Agreement or any other Transaction Document which by their terms are to be performed in whole or in part, or which prohibit actions, at or subsequent to the Closing shall survive the Closing hereunder until all applicable statute of limitations or for such shorter period explicitly specified therein. The party that breaches such covenants and agreements (the "Breaching Party") shall be liable to, and shall hold harmless, the other party after the Closing for any Losses suffered or incurred by such other party as the result of the breach of such covenants and agreements by such Breaching Party. Subject to the foregoing, and excluding in the case of Fraud or intentional misconduct, all other covenants and agreements contained in this Agreement to be performed prior to the Closing, and all representations and warranties contained in this Agreement or in any certificates delivered at Closing, shall not survive the Closing and shall thereupon terminate, excluding any Proceedings for Losses in respect of any breach thereof.

Section 11.02 Release: D&O Limitations

(a) For and in consideration of the amounts to be paid to the Sellers under this Agreement, and the additional covenants and promises set forth in this Agreement, from and after the Closing Date, each of the Sellers, on behalf of itself and its estates (collectively, the "Releasing Parties"), hereby fully, finally and irrevocably releases, acquits and forever discharges the Released Parties from any and all Claims or Causes of Action whatsoever, whether foreseen or unforeseen, known or unknown, disclosed or undisclosed, matured or unmatured, contingent or non-contingent, in law, equity or

otherwise, which such Releasing Parties, or any of them had, has, or may have had at any time in the past until and including the date of this Agreement against the Released Parties, or any of them, arising out of, resulting from or relating to any matter arising or in existence at any time on or prior to the Closing Date; *provided*, *however*, that nothing set forth in this Section 11.02 shall relieve any Released Party for Claims or Causes of Action (i) arising from or in connection with this Agreement or the Transaction Document, (ii) with respect to any officer, director or Transferred Employee, any right set forth in or under any employment-related agreement or Benefit Plan disclosed in this Agreement or any right in respect of wages, base salary or benefits that remain unpaid or in respect of reimbursement of out-of-pocket expenses in compliance with Sellers' expense reimbursement policies, (iii) any right that cannot be waived by Applicable Law, or (iv) any right to indemnification in favor of, or limitation of liability of, a current or former director, officer, Employee or manager of any Seller pursuant to the Governing Documents of such Seller.

(b) The Sellers hereby represent to the Released Parties that the Sellers (i) have not assigned any Claims or Causes of Action or possible Claims or Causes of Action against any Released Party, (ii) fully intend to release all Claims or Causes of Action against the Released Parties including unknown and contingent Claims or Causes of Action (other than those specifically reserved above), and (iii) have had the opportunity to consult with counsel with respect to the execution and delivery of this general release and has been fully apprised of the consequences hereof. The Sellers further agree not to institute any Claims or Causes of Action against any Released Party with respect to the released Claims or Causes of Action.

(c) The Sellers hereby represent and warrant that the Sellers have access to adequate information regarding the terms of this Agreement, the scope and effect of the releases set forth herein, and all other matters encompassed by this Agreement to make an informed and knowledgeable decision with regard to entering into this Agreement. The Sellers further represent and warrant that Sellers have not relied upon the Released Parties, the Buyer, or any of their respective Affiliates or Representatives in deciding to enter into this Agreement and has instead made its own independent analysis and decision to enter into this Agreement.

(d) Notwithstanding anything to the contrary herein, the Releasing Parties shall retain Claims and Causes of Action against the Debtors' current and former directors and officers ("Applicable D&O Claims"), subject to the following conditions: (i) the Debtors shall use best efforts to file the complaint under seal and to keep confidential all material documents in the case; (ii) the total recovery by way of settlement or judgment in all such Applicable D&O Claims may not exceed the aggregate total amounts that may be available under any current insurance policies of the Debtors, and any award of damages (inclusive of expenses) may be pursued only against any applicable insurers; (iii) such Applicable D&O Claims shall be limited to Claims and Causes of Action against the Debtors' current or former directors and officers solely in their capacity as current or former board members, directors, employees, and/or officers of the Debtors; (iv) none of the Debtors' current or former officers and directors shall be required to expend any non-reimbursable funds out-of-pocket with respect to

such Applicable D&O Claim; (v) the Debtors shall be solely responsible for promptly making payments to the insurers, or to counsel to the defendants in any such Applicable D&O Claim, as may be required by the insurers to satisfy any demands therefrom for deductibles and, should the Debtors fail to honor a demand for payment as directed by the insurers that is not subject to bona fide dispute, the Debtors shall immediately abandon any and all Claims and Causes of Action against such party; and (vi) the Sellers shall provide at least three (3) Business Days' written notice of the pursuit of any Applicable D&O Claims to Buyer.

ARTICLE XII.
DEFAULT AND TERMINATION

Section 12.01 Termination Events. This Agreement may be terminated at any time prior to the Closing by written notice to the applicable party:

(a) by either Sellers or Buyer, if a Governmental Authority issues a final, non-appealable ruling or Order prohibiting the Contemplated Transactions where such ruling or Order was not requested, encouraged or supported by any of Sellers or Buyer;

(b) by mutual written consent of Sellers and Buyer;

(c) by Buyer, if the Bankruptcy Court enters an Order (i) dismissing the Bankruptcy Case, (ii) converting the Bankruptcy Case to a case under chapter 7 of the Bankruptcy Code, or (iii) directing the appointment of a chapter 11 trustee or examiner with expanded powers;

(d) by Buyer in the event of any material breach by Sellers of any of Sellers' agreements, covenants, representations or warranties contained herein and where such breach (i) has a material and adverse impact on the Contemplated Transactions or the Business and (ii) has not been cured within thirty (30) Business Days after the giving of written notice thereof by Buyer to Sellers (which notice shall specify the nature of such breach and be given as promptly as practicable); *provided*, *however*, that Buyer shall not be permitted to terminate this Agreement pursuant to this Section 12.01(d) if Buyer is itself in material breach of any of its representations, warranties, covenants or agreements contained herein (or in breach at all with respect to those representations, warranties, covenants and agreements that are qualified as to materiality or Material Adverse Effect or similar expressions);

(e) by Sellers in the event of any material breach by Buyer of any of Buyer's agreements, covenants, representations or warranties contained herein and such breach (i) would result in the material failure of a condition set forth in Section 9.01 or Section 9.02 to be satisfied and (ii) has not been cured within thirty (30) Business Days after the giving of written notice thereof by Sellers to Buyer (which notice shall specify the nature of such breach and be given as promptly as practicable); *provided*, *however*, that Sellers shall not be permitted to terminate this Agreement pursuant to this Section 12.01(e) if any Seller is itself in material breach of any of Sellers' representations, warranties, covenants or agreements contained herein (or in breach at all with respect

to those representations, warranties, covenants and agreements that are qualified as to materiality or Material Adverse Effect or similar expressions);

(f) by Buyer pursuant to Section 2.07(b), Section 7.07, Section 13.15(c), or Section 13.15(d);

(g) by Buyer if the Sale Order is not entered by the Bankruptcy Court on or before October 27, 2025, or the Sale Order does not become a Final Order by November 11, 2025;

(h) by Buyer if Sellers enter into an Alternative Transaction;

(i) by Buyer if the parties do not mutually agree on the treatment of the White Oak Facility in connection with the Contemplated Transactions in accordance with Section 6.11 on or before the day that is ten (10) days prior to the Auction;

(j) by either Buyer or Sellers if the Closing has not occurred by the Outside Closing Date by no fault of the party terminating; or

(k) by Sellers pursuant to Section 2.07(c).

Section 12.02 Effect of Termination. Subject to Section 6.05, Section 12.01, Section 12.03, Section 12.04, Section 12.05, and Section 12.06, in the event of termination of this Agreement by Buyer or Sellers pursuant to this Section 12.02, all rights and obligations of the parties under this Agreement (except for any obligations pursuant to their terms are to continue following the Closing or after the termination of this Agreement) shall terminate without any Liability of any party to any other party. The provisions of this Section 12.02 (and, to the extent applicable to the interpretation or enforcement of such provisions, Article I and Article VIII) shall expressly survive the termination of this Agreement. As authorized by the Bidding Procedures Order, Buyer shall also receive the Expense Reimbursement upon the closing of such Alternative Transaction, which Expense Reimbursement shall be paid solely from the proceeds of such Alternative Transaction, and Sellers agree that any court order related to such Alternative Transaction shall include a carve-out permitting the Expense Reimbursement; provided, however, that Buyer shall not be entitled to receive the Expense Reimbursement in connection with the closing of such Alternative Transaction if Buyer terminates this Agreement pursuant to Section 12.01(i).

Section 12.03 Remedies Upon Default.

(a) If Sellers default on their obligation to consummate the Contemplated Transactions and Buyer is not itself in material breach of any of their representations, warranties, covenants or agreements contained herein, Buyer shall be entitled to terminate this Agreement pursuant to Section 12.01; *provided*, *however*, that if such default of Sellers or failure to consummate the Contemplated Transactions is the result of Fraud or intentional misconduct of Sellers, Buyer shall also be entitled to seek all remedies against Sellers available at law or in equity.

(b) If Buyer defaults on its obligation to consummate the Contemplated Transactions and Sellers are not themselves in material breach of any of their representations, warranties, covenants or agreements contained herein, Sellers shall be entitled to terminate this Agreement pursuant to Section 12.01 and, in the case of a willful breach by Buyer, to seek monetary damages available at law; *provided*, *however*, that if such default of Buyer or failure to consummate the Contemplated Transactions is the result of Fraud or intentional misconduct of Buyer, Sellers shall also be entitled to seek all remedies against Buyer available at law or in equity.

(c) In the event a Sale Order has been entered and the Closing has not occurred on or prior to the Outside Closing Date and provided Buyer has not defaulted on this Agreement, Buyer may elect to seek specific performance.

Section 12.04 Alternative Transaction. As authorized by the Bidding Procedures, in the event of termination pursuant to Section 12.01(h), Sellers reimburse Buyer for Buyer's actual, reasonable and documented fees and expenses incurred, not to exceed $750,000.00 (collectively, the "Expense Reimbursement"), which Expense Reimbursement shall be paid solely from the proceeds of the Alternative Transaction and shall be paid on the closing of such Alternative Transaction, and Sellers agree that any court order related to such Alternative Transaction shall include a carve-out permitting the Expense Reimbursement. The Expense Reimbursement shall not be due to Buyer if the Alternative Transaction was pursued as the result of a material breach by Buyer under this Agreement or Buyer's failure or refusal to consummate the Contemplated Transactions after the satisfaction or waiver of all Closing conditions by Sellers and Buyer under this Agreement.

Section 12.05 Obligations Upon Termination. Except as otherwise provided herein, if this Agreement is terminated, each of the parties shall bear its own costs incurred in connection with the Contemplated Transactions.

Section 12.06 Sole and Exclusive Remedy. Except for the obligations of Sellers and Buyer set forth in Article XI, and except in the event of Fraud or willful misconduct, Sellers and Buyer each acknowledge and agree that prior to the Closing, such party's sole and exclusive remedy with respect to any and all Claims made prior to the Closing for any breach of this Agreement or otherwise relating to the subject matter of this Agreement and the Contemplated Transactions shall be solely in accordance with, and limited to, Section 12.01, Section 12.02, Section 12.03 and Section 12.04. In addition, in no event shall the provisions of this Section 12.06 limit the non-prevailing party's obligation to pay the prevailing party's reasonable attorneys' fees and costs pursuant to Section 13.11 hereof.

ARTICLE XIII.
MISCELLANEOUS

Section 13.01 Notices. All notices, demands or other communications given hereunder shall be in writing and shall be sufficiently given if delivered by facsimile courier (including overnight delivery service), by email (as to communications that are not required notices or demands hereunder), or sent by registered or certified mail, first class, postage prepaid, addressed as follows:

If to Sellers, to:

Genesis Healthcare, Inc.
101 East State Street
Kennett Square, PA 19348
Attn: Michael Berg
Email: LawDepartment@Genesishcc.com

with copies to:

McDermott Will & Schulte LLP
444 West Lake Street, Suite 4000
Chicago, Illinois 60606
Attn: Daniel M. Simon
Email: dsimon@mwe.com

If to Buyer, to:

CPE 88988 LLC
2 Bala Plaza, Suite 300
Bala Cynwyd, PA 19004
Attn: Mark Andrews
Email: mark@trinityriveradvisors.com

with copies to:

DLA Piper LLP (US)
1900 North Pearl Street, Suite 2200
Dallas, Texas 75201
Attn: James Muenker
Telephone No.: 214.743.4559
E-mail: james.muenker@us.dlapiper.com

and

DLA Piper LLP (US)
200 South Biscayne Boulevard, Suite 2500
Miami, Florida 33131
Attn: Rachel Nanes
Telephone No.: 305.423.8500
Email: rachel.nanes@us.dlapiper.com

or such other address as a party may from time to time notify the other parties in writing (as provided above). Any such notice, demand or communication shall be deemed to have been given (a) if so sent by facsimile, upon receipt as evidenced by the sender's written confirmation of receipt, (b) if so mailed, as of the date delivered, (c) if emailed, when sent (provided that e-mail

does not constitute delivery of any communication that is a required notice or demand hereunder), or (d) if so delivered by courier, on the date received.

Section 13.02 Entire Agreement. This Agreement and the other Transaction Documents constitute the entire agreement and understanding between the parties with respect to the subject matter hereof and supersede any prior negotiations, agreements, understandings, or arrangements between the parties hereto with respect to the subject matter hereof.

Section 13.03 Binding Effect; Benefits. Except as otherwise provided herein, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors or permitted assigns. Except to the extent specified herein, nothing in this Agreement, express or implied, shall confer on any person other than the parties hereto and their respective successors or permitted assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

Section 13.04 Assignment. This Agreement may not be assigned by any party prior to Closing without the written consent of the other party, which consent may be given or withheld in each such party's sole and absolute discretion, except that Buyer may assign this Agreement and its rights and obligations hereunder without the consent of, and upon written notice to, Sellers (a) to an Affiliate of Buyer, (b) to a partnership in which Buyer or any Affiliate of Buyer is a general partner, or (c) to a limited liability company in which Buyer or any Affiliate of Buyer is a manager or managing member.

Section 13.05 Amendments and Waivers; Governing Law; Consent to Jurisdiction and Venue; Jury Trial Waiver.

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of New York applicable hereto.

(b) Without limitation of any party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any Claims, Actions or Proceedings which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the Contemplated Transactions except as expressly provided in this Agreement, including Sections 7.01 and 7.02 and (ii) any and all Claims, Actions or Proceedings relating to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Claim, Action or Proceeding; *provided*, *however*, that, if the Bankruptcy Case is closed, all Claims, Actions or Proceedings arising out of or relating to this Agreement shall be heard and determined in a New York state court or a federal court sitting in New York, New York, and the parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts

in any such Claim, Action or Proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action or Proceeding. The parties' consent to service of process by mail (in accordance with Section 13.01) or any other manner permitted by Applicable Law.

(c) **EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR ANY OTHER AGREEMENT CONTEMPLATED HERETO AND THERETO OR THE CONTEMPLATED TRANSACTIONS OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.**

Section 13.06 Amendments; Waivers. No term or provision of this Agreement may be amended, waived, discharged, or terminated orally, except by an instrument in writing signed by Buyer and Sellers with respect to any provision contained herein. Any waiver shall be effective only in accordance with its express terms and conditions.

Section 13.07 Severability. Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof, and any such unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by Applicable Law, the parties hereto hereby waive any provision of Applicable Law now or hereafter in effect which renders any provision hereof unenforceable in any respect.

Section 13.08 Counterparts. This Agreement may be executed and accepted in one or more counterparts for the convenience of the parties, each of which will be deemed an original and all of which, taken together, shall constitute one and the same instrument. Delivery of a counterpart hereof via facsimile transmission or by electronic mail transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 13.09 References. All references in this Agreement to Articles and Sections are to Articles and Sections contained in this Agreement unless a different document is expressly specified.

Section 13.10 Closing Costs. Buyer and Sellers shall each pay (a) their respective attorneys' fees and expenses and (b) any broker commissions due to any broker engaged by such party respectively pursuant to Section 7.08.

Section 13.11 Attorneys' Fees. In the event either party brings an Action to enforce or interpret any of the provisions of this Agreement, the "prevailing party" in such Action shall, in addition to any other recovery, be entitled to its reasonable attorneys' fees and expenses arising from such Action, whether or not such matter proceeds to trial. For purposes of this Section 13.11, "prevailing party" shall mean, in the case of a Person asserting a Claim, such Person is successful in obtaining substantially all of the relief sought, and in the case of a Person defending against or responding to a Claim, such Person is successful in denying substantially all of the relief sought.

Section 13.12 Survival of Defined Terms. Where this Agreement provides that a term or provision shall survive the Closing or the expiration or earlier termination of this Agreement, any defined terms contained in Article I that are used in such surviving term or provision shall also survive the Closing or the expiration or earlier termination of this Agreement.

Section 13.13 Time of Essence. Time shall be of the essence with respect to all matters contemplated by this Agreement. The time in which any act is to be done under this Agreement is computed by excluding the first day (such as the Execution Date), and including the last day, unless the last day is not a Business Day, in which case that day is also excluded and the event time shall be extended to the next Business Day.

Section 13.14 No Third-Party Beneficiary. Except as provided in Section 11.02, the provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Buyer and Sellers and their permitted assignees only and are not for the benefit of any third party; and, accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

Section 13.15 Disclosure Schedules; Schedules; Exhibits.

(a) All Disclosure Schedules and Exhibits referred to herein form an integral part of this Agreement and shall be deemed to be part of this Agreement to the same extent as if set forth in the text of this Agreement. All statements contained in certificates and other instruments attached hereto or delivered or furnished on behalf of any party hereto shall be deemed representations and warranties of that party pursuant to this Agreement. Any matter disclosed in this Agreement or in the Schedules with reference to any Section of this Agreement shall be deemed a disclosure in respect of all Sections to which such disclosure may apply, so long as application to such Section is reasonably apparent on the face of such disclosure.

(b) The Buyer and Sellers acknowledge that this Agreement has been executed with certain Schedules and Disclosure Schedules that the parties are working to finalize ("Post-Execution Schedules"). The Sellers will use their reasonable efforts to provide drafts of all Post-Execution Schedule for Buyer's review within fourteen (14) Business Days of the Execution Date. Upon receipt of all Post-Execution Schedules, Buyer will have an opportunity to review, comment to and approve such Post-Execution Schedules.

(c) If, following good faith negotiation between the parties, Buyer and Sellers are unable to agree on the contents of any Post-Execution Schedule, the latest version

of such Post-Execution Schedule provided by the Seller (the "Latest Seller Version") shall be deemed to be the final version of such Schedule or Disclosure Schedule unless such Latest Seller Version, as determined by Buyer acting in good faith and in its sole discretion in consultation with Seller, would disclose documents or information that was not included in this Agreement or the Schedules or Disclosure Schedules (a "New Disclosure") attached hereto at the Execution Date and that would, or would reasonably be expected to (i) result in Material Adverse Effect on the Business, Purchased Assets, financial condition or operation of the Business taken as a whole, or (ii) materially and adversely affect the value, operations or financial condition of the Purchased Assets or the Business after Closing, Buyer may terminate this Agreement and the Contemplated Transactions pursuant to this Section 13.15(c) by providing written notice to the Sellers at any time within ten (10) Business Days following the date Sellers confirm in writing they are unwilling to make any additional changes to any relevant Latest Seller Version of any Post-Execution Schedules, provided that with regard to (ii) above, such New Disclosure is (x) not cured (if reasonably capable of being cured) within thirty (30) days of Buyer's written notice herein, with such cure period being automatically extended for an additional period as is reasonably necessary to complete such cure, so long as Sellers commence such cure within the initial thirty (30) day period and thereafter diligently pursue such cure to completion, or (y) not released or discharged upon entry of the Sale Order.

(d) From the date all Post-Execution Schedules are finalized (the "Schedule Finalization Date") until the date that is five (5) Business Days prior to the Closing Date, the Parties agree that Sellers have the right to update any information in the Schedules to the extent necessary to describe facts, circumstances, or conditions that did not exist on or have changed since the Schedule Finalization Date. If any such update to the Schedules pursuant to this Section 13.15(d) would reasonably be expected to have a Material Adverse Effect on the Business, Purchased Assets, financial condition or operation of the Business taken as a whole, as determined by Buyer in its sole discretion, Buyer shall have the right to terminate this Agreement and the Contemplated Transaction no later than ten (10) Business Days after Buyer's receipt of such update (but in no event later than two (2) Business Days prior to the Closing Date if such ten (10) Business Day period would continue past the Closing Date) by providing written notice to the Sellers.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.)

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the Execution Date.

SELLERS:

GENESIS HEALTHCARE, INC., AND SUCH OTHER ENTITIES LISTED ON SCHEDULE 1 HERETO

Signed by:
By: Louis E. Robichaux IV
A24ECB7866DE47E...
Name: Louis E. Robichaux IV
Title: Co-Chief Restructuring Officer

BUYER:

CPE 88988 LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the Execution Date.

SELLERS:

GENESIS HEALTHCARE, INC., AND SUCH OTHER ENTITIES LISTED ON SCHEDULE 1 HERETO

By:_____
Name: _____
Title: _____

BUYER:

CPE 88988 LLC

By: DocuSigned by: _____
8492FE21581A48E...
Name: Mark Andrews
Title: Authorized Signatory

Schedule 1

Sellers

Debtor Name	EIN Number
Genesis Healthcare, Inc.	20-3934755
1 Glen Hill Road Operations LLC	83-3800183
1 Sutphin Drive Operations LLC	26-0798393
10 Woodland Drive Operations LLC	26-3157524
100 Abbeyville Road Operations LLC	88-4293103
100 Chambers Street Operations LLC	26-0796788
100 W. Queen Street Operations LLC	92-1075272
105 Chester Road Operations LLC	37-1787889
1000 Lincoln Drive Operations LLC	26-0798815
1008 Thompson Street Operations LLC	92-1055669
101 13th Street Operations LLC	26-0798876
101 Development Group, LLC	26-3764579
1020 South Main Street Operations LLC	26-0831465
106 Tyree Street Operations LLC	26-0798930
1070 Stouffer Avenue Operations LLC	92-1055714
11 Dairy Lane Operations LLC	26-0797280
1100 Norman Eskridge Highway Operations LLC	26-0789197
1104 Welsh Road Operations LLC	26-0831607
1105 Perry Highway Operations LLC	92-1060178
113 W. McMurray Road Operations LLC	92-1040208
115 S. Providence Road Operations LLC	92-1149731
12-15 Saddle River Road Operations LLC	26-0858429
1245 Church Road Operations LLC	26-0832125
1248 Hospital Drive Operations LLC	36-4813989
125 Holly Road Operations LLC	26-0833210
128 East State Street Associates, LLC	20-5229040
136 Donahoe Manor Road Operations LLC	92-1085905
1361 Route 72 West Operations LLC	26-0858998
1539 Country Club Road Operations LLC	26-1446436
1543 Country Club Road Manor Operations LLC	26-1446339
161 Bakers Ridge Road Operations LLC	26-0798986
1631 Ritter Drive Operations LLC	26-0799048
1650 Galisteo Street Operations LLC	38-4089170
1680 Spring Creek Road Operations LLC	26-0834593
1700 Market Street Operations LLC	88-4312980
1700 Pine Street Operations LLC	26-0837632
175 Blueberry Lane Operations LLC	26-0902592
1770 Barley Road Operations LLC	92-1100285
1848 Greentree Road Operations LLC	92-1100372
191 Hackett Hill Road Operations LLC	61-1745358
2 Blackberry Lane Operations LLC	37-1787899
20 Maitland Street Operations LLC	26-0902639
200 Pauline Drive Operations LLC	92-1085955
200 Reynolds Avenue Operations LLC	26-0865155

Debtor Name	EIN Number
200 South Ritchie Avenue Operations LLC	26-0802292
201 Wood Street Operations LLC	26-0802570
2021 Westgate Drive Operations LLC	92-1071278
2029 Westgate Drive Operations LLC	92-1071366
2101 Fairland Road Operations LLC	27-3286015
211-213 Ana Drive Operations LLC	32-0445595
2125 Elizabeth Avenue Operations LLC	88-4303273
22 Tuck Road Operations LLC	26-3157262
225 Evergreen Road Operations LLC	26-0837946
227 Evergreen Road Operations LLC	26-0838035
23 Fair Street Operations LLC	38-3974821
23 Fair Street Property, LLC	37-1790621
24 Old Etna Road Operations LLC	26-0902883
2400 Kingston Court Operations LLC	88-4314431
25 East Lindsley Road Operations LLC	26-0865287
25 Ridgewood Road Operations LLC	26-0902937
2507 Chestnut Street Operations LLC	26-0838130
2600 Northampton Street Operations LLC	92-1075101
262 Toll Gate Road Operations LLC	26-0838226
2720 Charles Town Road Operations LLC	26-0802645
279 Cabot Street Operations LLC	32-0473527
279 Cabot Street Property LLC	38-3975205
2800 Palo Parkway Operations LLC	88-4420565
290 Hanover Street Operations LLC	26-3156358
292 Applegarth Road Operations LLC	26-0865549
3 Industrial Way East Operations LLC	26-0865899
30 West Avenue Operations LLC	26-2602152
300 Pearl Street Operations LLC	38-3975338
3000 Windmill Road Operations LLC	88-4314481
302 Cedar Ridge Road Operations LLC	26-0802735
330 Franklin Turnpike Operations LLC	26-0865965
333 Green End Avenue Operations LLC	26-0796847
3430 Huntingdon Pike Operations LLC	88-4304543
3485 Davisville Road Operations II LLC	92-1105056
3514 Fowler Avenue Operations LLC	30-1116161
3590 Washington Pike Operations LLC	37-1800646
3720 Church Rock Street Operations LLC	36-4906274
390 Red School Lane Operations LLC	26-0866040
40 Crosby Street Operations LLC	32-0573730
40 Whitehall Road Operations LLC	30-0878413
40 Whitehall Road Property LLC	36-4814745
400 McKinley Avenue Operations LLC	93-3663691
4140 Old Washington Highway Operations LLC	26-0814286
419 Harding Street Operations LLC	37-1905331
422 23rd Street Operations LLC	26-0806381
425 Buttonwood Street Operations LLC	92-1040323
450 East Philadelphia Avenue Operations LLC	26-0838908
462 Main Street Operations LLC	26-0796131

Debtor Name	EIN Number
50 Mulberry Tree Street Operations LLC	26-0804456
50 Pheasant Road Operations LLC	61-1896882
500 East Philadelphia Avenue Operations LLC	26-0840575
501 Thomas Jones Way Operations LLC	92-1086015
505 Weyman Road Operations LLC	92-1086060
530 Macoby Street Operations LLC	26-0840740
54 Sharp Street Operations LLC	26-0866164
5485 Perkiomen Avenue Operations LLC	26-0840797
550 South Negley Avenue Operations LLC	92-1089430
5609 Fifth Avenue Operations LLC	92-1116989
590 North Poplar Fork Road Operations LLC	26-0802814
60 Highland Road Operations LLC	88-4292979
600 Paoli Pointe Drive Operations LLC	26-0842139
600 W. Valley Forge Road Operations LLC	88-4293566
613 Hammonds Lane Operations LLC	26-0816065
624 N. Converse Street Property, LLC	32-0467257
640 Bethlehem Pike Operations LLC	92-1044499
642 Metacom Avenue Operations LLC	26-3157291
660 Commonwealth Avenue Operations LLC	26-0796908
677 Court Street Operations LLC	26-0903080
7 Baldwin Street Operations LLC	26-0903110
700 Marvel Road Operations LLC	26-0789419
700 Town Bank Road Operations LLC	26-0866369
715 East King Street Operations LLC	37-1690544
723 Summers Street Operations LLC	26-0804524
724 N. Charlotte Street Operations LLC	92-1045090
735 Putnam Pike Operations LLC	26-3156030
75 Hickle Street Operations LLC	26-0842502
777 Lafayette Road Operations LLC	26-3157593
8 Rose Street Operations LLC	26-0804585
8 Snow Road Operations LLC	36-4904863
80 Maddex Drive Operations LLC	26-0804643
800 Court Street Circle Operations LLC	92-1089501
803 Hacienda Lane Operations LLC	36-4905637
8100 Washington Lane Operations LLC	26-0842681
825 Summit Street Operations LLC	26-0804702
84 Cold Hill Road Operations LLC	26-0866432
840 Lee Road Operations LLC	26-0805378
850 12th Avenue Property, LLC	61-1762114
867 York Road Operations LLC	26-0842583
885 MacBeth Drive Operations LLC	92-1055531
900 Tuck Street Operations LLC	92-1055607
91 Country Village Road Operations LLC	26-0903160
940 Walnut Bottom Road Operations LLC	92-1089574
98 Hospitality Drive Operations LLC	36-4814147
Albuquerque Heights Healthcare and Rehabilitation Center, LLC	26-0675040
Albuquerque Heights Property, LLC	36-4739932
Belen Meadows Healthcare and Rehabilitation Center, LLC	26-0675094

Debtor Name	EIN Number
Belfast Operations, LLC	20-5541877
Brier Oak on Sunset, LLC	95-4212165
Camden Operations, LLC	20-5542380
Canyon Albuquerque Property, LLC	61-1715791
Canyon Transitional Rehabilitation Center, LLC	26-0675157
Clovis Healthcare and Rehabilitation Center, LLC	26-0675210
Courtyard JV LLC	27-3653462
Encore GC Acquisition LLC	36-4746246
Encore Pediatrics, LLC	92-0850640
Encore Preakness, LLC	25-1805051
Encore Rehabilitation Services, LLC	20-8215706
Falmouth Operations, LLC	20-5542263
Farmington Operations, LLC	20-5542206
FC-GEN Operations Investment, LLC	27-3237005
Five Ninety Six Sheldon Road Operations LLC	26-3157551
Forty Six Nichols Street Operations LLC	26-3157432
Fountain Holdco, LLC	61-1690655
Franklin Woods JV LLC	27-3653701
GEN BQ JV Holdings, LLC	83-4680177
GEN CCG JV Holdings LLC	84-4231317
GEN Operations I, LLC	27-3237090
GEN Operations II, LLC	27-3237225
GEN SF JV Holdings, LLC	84-2030307
GEN-CCG WO Master Tenant LLC	84-4852373
GEN-Next Holdco I LLC	83-3196600
Genesis Administrative Services LLC	30-0847166
Genesis CT Holdings LLC	26-0787896
Genesis CT XCL Operations LLC	83-4097388
Genesis DE Holdings LLC	26-0788062
Genesis Dynasty Operations LLC	35-2579085
Genesis Eldercare Network Services, LLC	23-2107987
Genesis ElderCare Physician Services, LLC	06-1156428
Genesis HealthCare LLC	27-3237296
Genesis HealthCare of Maine, LLC	36-4725000
Genesis Holdings LLC	30-0843337
Genesis MA Holdings LLC	26-0788158
Genesis MD Holdings LLC	26-0788216
Genesis Midwest II Operations LLC	61-1866165
Genesis NH Holdings LLC	26-0902542
Genesis NHG Operations LLC	37-1904639
Genesis NHG-GEN Operations LLC	83-4098117
Genesis NJ Holdings LLC	26-0856500
Genesis OMG Operations LLC	45-2036948
Genesis Operations III LLC	27-3956918
Genesis Operations IV LLC	45-2014515
Genesis Operations LLC	26-0787826
Genesis Operations V LLC	45-2015148
Genesis Operations VI LLC	45-2015863

Debtor Name	EIN Number
Genesis Orion Operations LLC	46-3646227
Genesis PA Holdings LLC	26-0788305
Genesis Partnership LLC	61-1747445
Genesis Physician Services MSO, LLC	37-1896412
Genesis PM CO Operations LLC	92-1398777
Genesis PM NJ Operations LLC	92-1881394
Genesis PM PA Operations LLC	92-1071670
Genesis RI Holdings LLC	26-0788381
Genesis SNI Operations LLC	84-2628539
Genesis Tang Operations LLC	38-4021426
Genesis VA Holdings LLC	26-0874971
Genesis VT Holdings LLC	26-0822458
Genesis WV Holdings LLC	26-0788494
GHC Holdings LLC	26-0740682
GHC JV Holdings LLC	27-3451063
GHC Payroll LLC	26-1091992
GHC TX Operations LLC	61-1750087
Granite Ledges JV LLC	27-3653829
Harborside Danbury Limited Partnership	06-1528119
Harborside Health I LLC	51-0304578
Harborside Healthcare Advisors Limited Partnership	04-2985690
Harborside Healthcare Limited Partnership	04-2985687
Harborside Healthcare, LLC	04-3307188
Harborside New Hampshire Limited Partnership	04-3284611
Harborside Rhode Island Limited Partnership	05-0495209
Harborside Toledo Business LLC	04-3274482
HBR Kentucky, LLC	20-2512086
HBR Trumbull, LLC	20-4599841
HC 63 Operations LLC	26-0805549
Kansas City Transitional Care Center, LLC	38-3879014
Kennebunk Operations, LLC	20-5542183
Kennett Center, L.P.	34-1975968
KHI LLC	51-0304577
Leasehold Resource Group, LLC	20-0083961
Lewiston Operations, LLC	20-5541920
LTC ACO, LLC	37-1787111
Maryland Harborside, LLC	04-3168713
Magnolia JV LLC	27-3653937
Metro Therapy, Inc.	11-3068922
Nine Haywood Avenue Operations LLC	26-0797562
Odd Lot LLC	27-5191122
Orono Operations, LLC	20-5542044
PAI Participant 1, LLC	83-4164482
PAI Participant 2, LLC	83-4164572
PAI Participant 3, LLC	83-4164685
PAI Participant 4, LLC	83-4164813
PBR Intermediate Holdings, LLC	88-3920334
PDDTSE, LLC	46-2458197

Debtor Name	EIN Number
Peak Medical Assisted Living, LLC	52-2088942
Peak Medical Las Cruces No. 2, LLC	20-0068615
Peak Medical Las Cruces, LLC	71-0950059
Peak Medical New Mexico No. 3, LLC	85-0484183
Peak Medical Roswell, LLC	20-0068604
Peak Medical, LLC	52-2088940
Pine Tree Villa LLC	20-2513222
Post-Acute Innovations, LLC	37-1932430
Powerback Pediatrics of Arkansas, LLC	88-4247749
Powerback Pediatrics of Georgia, LLC	99-0921365
Powerback Pediatrics of Missouri, LLC	92-0863507
Powerback Pediatrics of Nebraska, LLC	92-0886808
Powerback Pediatrics of South Carolina, LLC	99-0921075
Powerback Pediatrics of Vermont, LLC	99-0921658
Powerback Rehabilitation, LLC	23-2446104
PRMC/GEC at Salisbury Center, LLC	23-3010869
Property Resource Holdings, LLC	37-1712484
Regency Health Services, LLC	33-0210226
Respiratory Health Services LLC	52-2054967
Romney Health Care Center Limited Partnership	55-0689584
Route 92 Operations LLC	26-0805623
Saddle Shop Road Operations LLC	26-0805711
Salisbury JV LLC	27-3654054
Scarborough Operations, LLC	20-5542088
SHG Partnership, LLC	36-4802236
SHG Resources, LLC	20-0084078
Skies Healthcare and Rehabilitation Center, LLC	26-0675263
Skiles Avenue and Sterling Drive Urban Renewal Operations LLC	61-1717930
Skilled Healthcare, LLC	20-0084014
Skowhegan SNF Operations, LLC	20-5541352
St. Anthony Healthcare and Rehabilitation Center, LLC	26-0675327
St. Catherine Healthcare and Rehabilitation Center, LLC	20-8386337
St. John Healthcare and Rehabilitation Center, LLC	20-8386810
St. Theresa Healthcare and Rehabilitation Center, LLC	26-0675370
State Street Associates, L.P.	23-2799332
State Street Kennett Square, LLC	23-2446105
Stillwell Road Operations LLC	26-0805824
Summit Care Parent, LLC	38-3901040
Summit Care, LLC	95-3656297
Sun Healthcare Group, Inc.	13-4230695
SunBridge Beckley Health Care LLC	31-1042548
SunBridge Care Enterprises, LLC	95-3311961
SunBridge Clipper Home of North Conway, LLC	02-0417606
SunBridge Clipper Home of Wolfeboro, LLC	02-0382521
SunBridge Dunbar Health Care LLC	55-0593873
SunBridge Gardendale Health Care Center, LLC	58-2238801
SunBridge Goodwin Nursing Home, LLC	02-0303002
SunBridge Healthcare, LLC	85-0370802

Debtor Name	EIN Number
SunBridge Nursing Home, LLC	91-1572371
SunBridge Putnam Health Care LLC	31-0996773
SunBridge Regency-North Carolina, LLC	56-1954175
SunBridge Regency-Tennessee, LLC	33-0690226
SunBridge Retirement Care Associates, LLC	43-1441789
SunBridge Salem Health Care LLC	31-0996769
SunDance Rehabilitation Agency, LLC	30-0141695
SunDance Rehabilitation Holdco, Inc.	38-3954180
SunDance Rehabilitation, LLC	06-1310410
The Rehabilitation Center of Albuquerque, LLC	26-0675426
Thirty Five Bel-Aire Drive SNF Operations LLC	26-0797624
Three Mile Curve Operations LLC	26-0806097
Waterville SNF Operations LLC	20-5541966
Westbrook Operations, LLC	20-5542347
Westwood Medical Park Operations LLC	26-0797458

Schedule 2

Facilities

BU #	Facility Name	State	Landlord	Address
57045	Cypress Cove	AL	Omega	200 Alabama Ave., Muscle Shoals, AL 35661-3102
55286	Glenwood	AL	Glenwood Realty	211 Ana Drive, Florence, AL 35630
55287	Hilltop at Glenwood	AL	Glenwood Realty	213 Ana Drive, Florence, AL 35630
57046	Keller Landing	AL	Omega	813 Keller Lane, Tuscumbia, AL 35674-1110
57047	Magnolia Ridge	AL	LTC	420 Dean Drive, Gardendale, AL 35071-2763
57257	Magnolia Village	AL	LTC	420 Dean Drive, Gardendale, AL 35071-2763
57048	Merry Wood Lodge	AL	Omega	280 Mount Hebron Road, Elmore, AL 36025-1526
57049	River City	AL	Omega	1350 14th Avenue SE, Decatur, AL 35601-4364
57050	Cottage of the Shoals	AL	Omega	500 John Aldridge Dr., Tuscumbia, AL 35674-3000
55273	Lofland Park	DE	Seafire NEMA - JV	715 East King Street, Seaford, DE 19973
55026	Milford	DE	Cindat/HUD	700 Marvel Road, Milford, DE 19963
55031	Seaford	DE	Cindat/HUD	1100 Norman Eskridge Highway, Seaford, DE 19973
55226	Cedar Ridge	ME	Sandy River	23 Cedar Ridge Drive, Skowhegan, ME 4976
55227	Harbor Hill	ME	Sandy River	2 Footbridge Road, Belfast, ME 4915
55228	Marshwood	ME	Sandy River	33 Roger Street, Lewiston, ME 4240
55229	Oak Grove	ME	Sandy River	27 Cool Street, Waterville, ME 4901
55230	Orono Commons	ME	Sandy River	117 Bennoch Road, Orono, ME 4473
55231	Pine Point	ME	Sandy River	67 Pine Point Road, Scarborough, ME 4074
55232	RiverRidge	ME	Sandy River	3 Brazier Lane, Kennebunk, ME 4043
55233	Sandy River	ME	Sandy River	119 Livermore Falls Road, Farmington, ME 4938
55234	Sedgewood Commons	ME	Sandy River	22 Northbrook Drive, Falmouth, ME 4105
55235	Springbrook	ME	Sandy River	300 Spring Street, Westbrook, ME 4092
55236	Windward Gardens	ME	Sandy River	105 Mechanic Street, Camden, ME 4843
55247	Fairland	MD	Seafire NEMA - JV	2101 Fairland Road, Silver Spring, MD 20904
13013	Franklin Woods	MD	Managed JV	9200 Franklin Square Drive, Baltimore, MD 21237
55013	Hammonds Lane	MD	Seafire NEMA - JV	613 Hammonds Lane, Brooklyn Park, MD 21225
57110	Larkin Chase	MD	Managed JV	15005 Health Center Drive, Bowie, MD 20716-1017
13034	Doctors Community Rehab Center (Magnolia Gardens)	MD	Managed JV	6710 Mallery Drive, Lanham, MD 20706
55169	Waldorf	MD	Seafire NEMA - JV	4140 Old Washington Highway, Waldorf, MD 20602

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BU #	Facility Name	State	Landlord	Address
55057	Heritage Woods Asst Living	MA	Ventas	462 Main Street, Agawam, MA 1001
57512	Renaissance Manor on Cabot	MA	Owned	279 Cabot Street, Holyoke, MA 01040
57280	Applewood	NH	Aurora	8 Snow Road, Winchester, NH 03470-2806
55062	Country Village	NH	Cindat	91 Country Village Road, Box 441, Lancaster, NH 3584
57281	Crestwood	NH	Aurora	40 Crosby Street, Milford, NH 03055-4707
55266	Elm Wood at Claremont	NH	Omega	290 Hanover Street, Claremont, NH 3743
57034	Exeter	NH	Aurora	8 Hampton Rd, Exeter, NH 03833-4806
13118	Granite Ledges of Concord	NH	Managed JV	151 Langley Parkway, Concord, NH 3301
55288	Hackett Hill	NH	Seafire NEMA - JV	191 Hackett Hill Drive, Manchester, NH 3102
55059	Harris Hill	NH	Cindat/HUD	20 Maitland Street, Concord, NH 03301-2696
55070	Keene	NH	Cindat/HUD	677 Court Street, Keene, NH 3431
55060	Laconia	NH	Cindat/HUD	175 Blueberry Lane, Laconia, NH 3246
55065	Lebanon	NH	Cindat/HUD	24 Old Etna Road, Lebanon, NH 3766
55071	Mountain Ridge	NH	Cindat/HUD	7 Baldwin Street, Franklin, NH 03235-1879
55267	Oceanside	NH	Omega	22 Tuck Road, Hampton, NH 3842
55268	Partridge House	NH	Omega	777 Lafayette Road, Hampton, NH 3842
57282	Pheasant Wood	NH	Aurora	50 Pheasant Road, Peterborough, NH 03458-2110
55066	Ridgewood	NH	Cindat/HUD	25 Ridgewood Road, Bedford, NH 03110-6511
57514	Rochester Manor	NH	Owned	40 Whitehall Road, Rochester, NH 03867
56033	Arbor Glen	NJ	Cindat/HUD	25 East Lindsley Road, Cedar Grove, NJ 7009
56035	Cranbury	NJ	Next HC - JV	292 Applegarth Road, Monroe Twp, NJ 8831
56039	Holly Manor	NJ	Next HC - JV	84 Cold Hill Road, Mendham, NJ 7945
56043	Jersey Shore	NJ	Cindat/HUD	3 Industrial Way East, Eatontown, NJ 7724
55104	Lopatcong	NJ	Ventas	390 Red School Lane, Phillipsburg, NJ 8865
56045	Maple Glen	NJ	Cindat/HUD	12-15 Saddle River Road, Fair Lawn, NJ 7410
55051	Millville	NJ	Next HC - JV	54 Sharp Street, Millville, NJ 8332
55116	North Cape	NJ	Next HC - JV	700 Townbank Road, North Cape May, NJ 8204
56050	Ridgewood	NJ	Cindat/HUD	330 Franklin Turnpike, Ridgewood, NJ 7450
56051	Southern Ocean	NJ	Cindat/HUD	1361 Route 72 West, Manahawkin, NJ 8050
56053	Troy Hills	NJ	Melohn	200 Reynolds Avenue, Parsippany, NJ 7054
57345	Albuquerque Heights Healthcare and Rehabilitation Center	NM	Omega/Preferred	103 Hospital Loop NE, Albuquerque, NM 87109
57349	Bear Canyon Rehabilitation Center	NM	LTC	5123 Juan-Tabo Blvd. NE, Albuquerque, NM 87111

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BU #	Facility Name	State	Landlord	Address
57352	Belen Meadows Healthcare and Rehabilitation Center	NM	Belen Health Care	1831 Camino del Llano, Belen, NM 87002
55309	Bloomfield Nursing and Rehab	NM	Omega/Preferred	803 Hacienda Lane, Bloomfield, NM 87413
57348	Canyon Transitional Rehabilitation Center	NM	Omega/Preferred	10101 Lagrima de Oro NE, Albuquerque, NM 87111
57167	Casa De Oro	NM	Grey Handy	1005 Lujan Hill Road, Las Cruces, NM 88007-6304
57168	Casa Del Sol Care	NM	ALE Partners	2905 East Missouri, Las Cruces, NM 88011-4813
55310	Casa Real	NM	Omega/Preferred	1650 Galisteo Street, Santa Fe, NM 87505
55311	Clayton Nursing and Rehab	NM	Omega/Preferred	419 Harding Street, Clayton, NM 88415
57354	Clovis Healthcare and Rehabilitation Center	NM	LTC	1201 N. Norris St., Clovis, NM 88101
57169	Ladera	NM	Ralph Hazelbaker	5901 Ouray Road NW, Albuquerque, NM 87120-1381
57170	Las Palomas	NM	Ralph Hazelbaker	8100 Palomas NE, Albuquerque, NM 87109-5264
57172	Mission Arch	NM	Roswell Health Care	3200 Mission Arch Drive, Roswell, NM 88201-8307
55312	Red Rocks Care Center	NM	Omega/Preferred	3720 Church Rock Street, Gallup, NM 87301
57174	Rio Rancho	NM	Ralph Hazelbaker	4210 Sabana Grande SE, Rio Rancho, NM 87124-1152
57350	Sandia Ridge Center	NM	LTC	2216 Lester Drive NE, Albuquerque, NM 87112
55313	Silver City Care Center	NM	Omega/Preferred	3514 Fowler Avenue, Silver City, NM 88061
57347	Skies Healthcare and Rehabiltation Center	NM	Albuquerque Health Care	9150 McMahon NW, Albuquerque, NM 87114
57353	St. Anthony Healthcare and Rehabilitation Center	NM	LTC	1400 West 21st Street, Clovis, NM 88101
57346	The Rehabilitation Center of Albuquerque	NM	Presbyterian Healthcare	5900 Forest Hills Dr. NE, Albuquerque, NM 87109
57351	Uptown Rehabilitation Center	NM	LTC	7900 Constitution Ave. NE, Albuquerque, NM 87110
57111	Abbotts Creek	NC	Omega	877 Hill Everhart Rd, Lexington, NC 27295-9140
57117	Meridian (NC)	NC	Omega	707 North Elm St, High Point, NC 27262-3917
57113	Mount Olive	NC	Omega	228 Smith Chapel Rd, Mount Olive, NC 28365-1917
57114	Pembroke	NC	Omega	310 East Wardell Dr, Pembroke, NC 28372-7997
57116	Siler City	NC	Omega	900 West Dolphin St, Siler City, NC 27344-3711
55339	Abbeyville Skilled Nursing and Rehabilitation Center	PA	Integra Healthcare	100 Abbeyville Rd, Lancaster, PA 17603
55176	Belvedere	PA	Ventas	2507 Chestnut Street, Chester, PA 19013
56116	Berkshire Commons	PA	Ventas	5485 Perkiomen Avenue, Reading, PA 19606
55353	Bethlehem North Skilled Nursing and Rehabilitation Center	PA	Integra Healthcare	2029 Westgate Dr, Bethlehem, PA 18017

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BU #	Facility Name	State	Landlord	Address
55328	Bethlehem South Skilled Nursing and Rehabilitation Center	PA	Integra Healthcare	2021 Westgate Dr, Bethlehem, PA 18017
55301	Bridgeville Center	PA	CC-GEN JV	3590 Washington Pike, Bridgeville, PA 15017
55329	Camp Hill Skilled Nursing and Rehabilitation Center	PA	Integra Healthcare	1700 Market St, Camp Hill, PA 17011
55330	Carlisle Skilled Nursing and Rehabilitation Center	PA	Integra Healthcare	940 Walnut Bottom Rd., Carlisle, PA 17015
55331	Chambersburg Skilled Nursing and Rehabilitation Center	PA	Integra Healthcare	1070 Stouffer Ave., Chambersburg, PA 17201
55179	Chapel Manor	PA	Ventas	1104 Welsh Road, Philadelphia, PA 19115
55109	Crestview	PA	Next HC - JV	262 Toll Gate Road, Langhorne, PA 19047
55333	Easton Skilled Nursing and Rehabilitation Center	PA	Integra Healthcare	2600 Northampton St, Easton, PA 18045
55239	Gettysburg	PA	Next HC - JV	867 York Road, Gettysburg, PA 17325-7501
55184	Highgate at Paoli Pointe	PA	Ventas	600 Paoli Pointe Drive, Paoli, PA 19301
55110	Hillcrest	PA	Next HC - JV	1245 Church Road, Wyncote, PA 19095
56071	Hopkins	PA	Cindat/HUD	8100 Washington Lane, Wyncote, PA 19095
55335	Huntingdon Valley Skilled Nursing and Rehabilitation Center	PA	Integra Healthcare	3430 Huntingdon Pike, Huntingdon Valley, PA 19006
55332	Inners Creek Skilled Nursing and Rehabilitation Center	PA	Integra Healthcare	100 W Queen St, Dallastown, PA 17313
55336	Jersey Shore Skilled Nursing and Rehabilitation Center	PA	Integra Healthcare	1008 Thompson St, Jersey Shore, PA 17740
55337	King of Prussia Skilled Nursing and Rehabilitation Center	PA	Integra Healthcare	600 W. Valley Forge Rd, King of Prussia, PA 19406
55338	Kingston Court Skilled Nursing and Rehabilitation Center	PA	Integra Healthcare	2400 Kingston Ct, York, PA 17402
56072	Laurel	PA	Next HC - JV	125 Holly Road, Hamburg, PA 19526
56073	Laurel Ridge	PA	CC-GEN JV	75 Hickle Street, Uniontown, PA 15401
55354	Laureldale Skilled Nursing and Rehabilitation Center	PA	Integra Healthcare	2125 Elizabeth Ave., Laureldale, PA 19605
55340	Lebanon Skilled Nursing and Rehabilitation Center	PA	Integra Healthcare	900 Tuck St, Lebanon, PA 17042
56120	Lehigh Commons	PA	Ventas	1680 Spring Creek Road, Macungie, PA 18062
55025	Mifflin	PA	Seafire NEMA - JV	500 E Philadelphia Ave, Shillington, PA 19607
55092	Mifflin Court	PA	Ventas	450 E Philadelphia Ave, Shillington, PA 19607

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BU #	Facility Name	State	Landlord	Address
55342	Montgomeryville Skilled Nursing and Rehabilitation Center	PA	Integra Healthcare	640 Bethlehem Pike, Montgomeryville, PA 18936
55126	Norriton Center	PA	Seafire NEMA - JV	1700 Pine Street, Norristown, PA 19401
55177	Pennsburg Manor	PA	Ventas	530 Macoby Street, Pennsburg, PA 18073
55346	Pottstown Skilled Nursing and Rehabilitation Center	PA	Integra Healthcare	724 N. Charlotte St, Pottstown, PA 19464
56077	Quakertown	PA	Seafire NEMA - JV	1020 South Main Street, Quakertown, PA 18951
56079	Sanatoga	PA	Next HC - JV	225 Evergreen Road, Pottstown, PA 19464
56119	Sanatoga Court	PA	Ventas	227 Evergreen Road, Pottstown, PA 19464
55355	Sinking Spring Skilled Nursing and Rehabilitation Center	PA	Integra Healthcare	3000 Windmill Rd, Sinking Spring, PA 19608
55348	Sunbury Skilled Nursing and Rehabilitation Center	PA	Integra Healthcare	901 Court Street, Sunbury, PA 17801
55349	Wallingford Skilled Nursing and Rehabilitation Center	PA	Integra Healthcare	115 S. Providence Road, Wallingford, PA 19086
55241	Wayne	PA	Ventas	30 West Avenue, Wayne, PA 19087
55356	West Reading Skilled Nursing and Rehabilitation Center	PA	Integra Healthcare	425 Buttonwood St, West Reading, PA 19611
55351	York North Skilled Nursing and Rehabilitation Center	PA	Integra Healthcare	1770 Barley Rd, York, PA 17408
55352	York South Skilled Nursing and Rehabilitation Center	PA	Integra Healthcare	200 Pauline Dr, York, PA 17402
56083	Grand Islander	RI	Cindat/HUD	333 Green End Avenue, Middletown, RI 2842
56084	Grandview	RI	Cindat	100 Chambers Street, Cumberland, RI 2864
57044	Greenwood	RI	GMF	1139 Main Avenue, Warwick, RI 02886-1940
56085	Kent Regency	RI	Cindat/HUD	660 Commonwealth Avenue, Warwick, RI 2886
57120	Cumberland Village	TN	Omega	136 Davis Lane, La Follette, TN 37766-3118
57124	Willow Ridge	TN	Omega	215 Richardson Way, Maynardville, TN 37807-3803
56087	Westwood	VA	Cindat/HUD	20 Westwood Medical Park, Bluefield, VA 24605
55090	Woodmont	VA	Cindat/HUD	11 Dairy Lane, Fredericksburg, VA 22405
56157	Bel-Aire	VT	Cindat/HUD	35 Bel-Aire Drive, Newport, VT 5855
55242	Mountain View	VT	Cindat/HUD	9 Haywood Avenue, P.O. Box 6623, Rutland, VT 5701
55274	Saint Albans	VT	Omega	596 Sheldon Road, Saint Albans, VT 5478
57185	Columbia Crest	WA	Ventas	1100 E. Nelson Rd., Moses Lake, WA 98837-2360
57186	Everett	WA	Ventas	1919 - 112th St., Southwest, Everett, WA 98204-3784
57187	Lake Ridge	WA	Ventas	817 East Plum, Moses Lake, WA 98837-1870

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BU #	Facility Name	State	Landlord	Address
55055	Ansted	WV	Cindat/HUD	106 Tyree Street, P.O. Drawer 400, Ansted, WV 25812-9800
56096	Brightwood	WV	CC-GEN JV	840 Lee Road, Follansbee, WV 26037
56097	Canterbury	WV	Cindat/HUD	80 Maddex Drive, Shepherdstown, WV 25443
56099	Carehaven	WV	Cindat/HUD	2720 Charles Town Road, Martinsburg, WV 25401
56100	Cedar Ridge	WV	Cindat/HUD	302 Cedar Ridge Road, Sissonville, WV 25320
57126	Dunbar	WV	Omega	501 Caldwell Lane, Dunbar, WV 25064-2026
55272	Hampshire Health Care	WV	Hampshire County, WV	260 Sunrise Blvd, Romney, WV 26757
56106	Heritage	WV	CC-GEN JV	101 13th Street, Huntington, WV 25701
55224	Hidden Valley Health Care	WV	Seafire NEMA - JV	422 23rd Street, Oak Hill, WV 25901
55036	Hilltop	WV	Seafire NEMA - JV	152 Saddle Shop Road P.O.Box 125, Hilltop, WV 25855
56102	Logan	WV	Ventas	P.O.Box 540, 55 LMMH Center Road, Logan, WV 25601
56112	Madison	WV	CC-GEN JV	161 Bakers Ridge Road, Morgantown, WV 26508
55222	Marmet Health Care	WV	Cindat/HUD	1 Sutphin Drive, Marmet, WV 25315
56103	Miletree	WV	Seafire NEMA - JV	825 Summit Street, Spencer, WV 25276
57129	Parkersburg Care	WV	Omega	1716 Gihon Road, Parkersburg, WV 26101-9655
55271	Pierpont at Fairmont Campus	WV	Omega	1543 Country Club Road, Fairmont, WV 26554
57130	Pine Lodge	WV	Omega	405 Stanaford Rd., Beckley, WV 25801-3143
55365	Pine View Center	WV	Omega	400 McKinley Avenue, Harrisville, WV 26362
56104	Pocahontas	WV	CC-GEN JV	5 Everett Tibbs Road, Marlinton, WV 24954-6500
57131	Putnam Care	WV	Omega	300 Seville Rd, Hurricane, WV 25526-9206
56107	Raleigh	WV	Seafire NEMA - JV	1631 Ritter Drive, P.O. Box 741, Daniels, WV 25832
56108	Ravenswood	WV	Ventas	200 South Ritchie Avenue, Ravenswood, WV 26164
56109	Rosewood	WV	CC-GEN JV	8 Rose Street, Grafton, WV 26354
57132	Salem	WV	Omega	255 Sunbridge Drive, Salem, WV 26426-1154
56118	Shenandoah	WV	Next HC - JV	50 Mulberry Tree Street, Charlestown, WV 25414
56110	Sisterville	WV	CC-GEN JV	201 Wood Street, Sisterville, WV 26175
56111	Teays Valley	WV	CC-GEN JV	1390 N. Poplar Fork Road, Hurricane, WV 25526
55270	Tygart at Fairmont Campus	WV	Omega	1539 Country Club Road, Fairmont, WV 26554
56113	Valley	WV	Ventas	1000 Lincoln Drive, Charleston, WV 25309
56114	White Sulphur Springs	WV	Ventas	345 Pocahontas Trail, P.O.Box 249, White Sulphur Springs, WV 24986
56115	Willows	WV	Cindat/HUD	723 Summers Street, Parkersburg, WV 26101

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Schedule 2.01(g)

Assigned Leases

1. 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" thereunder (the "Welltower Non-HUD Master Lease Landlords") 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 Genesis Dynasty Operations, LLC (the "Welltower Non-HUD Master Tenant") and the Welltower Non-HUD Master Lease Landlords. 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").

    a. That certain Unconditional and Continuing Guaranty and Indemnification Agreement, dated as of December 23, 2016, by and among certain of the Debtors, 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") and the Welltower Non-HUD Master Lease Landlords (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").

2. That certain Master Lease Agreement, dated as of October 1, 2017, effective as October 26, 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" thereunder (the "Welltower HUD Master Lease 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"), by and among Genesis Tang Operations LLC (the "Welltower HUD Master Tenant") and the Welltower HUD Master Lease Landlords. 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").

    a. That certain Unconditional and Continuing Guaranty and Indemnification Agreement, dated as of October 1, 217 and effective as of October 26, 2017, by and among certain of the Debtors, 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 the Welltower HUD Master Lease Landlords (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").

3. 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, the "Ventas Master Lease" and, together with all other agreements, documents, and instruments executed and/or delivered with, to or in favor of those entities identified as "Landlord" thereunder (the "Ventas Master Lease Landlords") including, without limitation, all security agreements, notes, guarantees, including the Ventas Master Lease Guaranties (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 "Ventas Master Lease Documents"), by and among the Ventas Master Lease Landlords and the Debtor entities identified as "Tenant" thereunder.

    a. That certain Third Amended and Restated Master Lease Guaranty and Suretyship Agreement dated as of February 2, 2015 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "GHL Joint Guaranty"), by GENESIS HEALTHCARE LLC, a Delaware limited liability company, FCGEN OPERATIONS INVESTMENT, LLC, a Delaware limited liability company, and GENESIS HEALTHCARE, INC. (f/k/a SKILLED HEALTHCARE GROUP, INC.), a Delaware corporation (collectively, the "GHL Joint Guarantors").

    b. That certain Fourth Amended and Restated Master Lease Guaranty and Suretyship Agreement dated as of December 1, 2012 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "GHC Ventas Guaranty" and, together with the GHL Joint Guaranty, the "Ventas Master Lease Guaranties"), by GENESIS HEALTHCARE CORPORATION, a Pennsylvania corporation ("GHC").

4. 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, the "Sandy River Master Lease" and, together with all other agreements, documents, and instruments executed and/or delivered with, to or in favor of those entities identified as "Landlord" thereunder (the "Sandy River Master Lease Landlords"), including, without limitation, all security agreements, notes, guarantees, including the Ventas Master Lease Guaranties (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 "Sandy River Master Lease Documents"), by and among the Sandy River Master Lease Landlords and the Debtor entities identified as "Tenant" thereunder.

    a. That certain Fourth Amended and Restated Unconditional and Continuing Guaranty and Indemnification Agreement dated as of March 29, 2012 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Sandy River Joint Guaranty"), by those entities identified as "Subtenant" thereunder (collectively, the "Sandy River Joint Guarantors").

    b. That certain Guaranty of Master Lease dated as of March 29, 2012 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "GHC Sandy River Guaranty" and, together with the Sandy River Joint Guaranty, the "Sandy River Master Lease Guaranties"), by GHC.

5. [Others to come]

[Other Schedules to come]

Exhibit 3

Contract Assumption Notice

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)

NOTICE TO CONTRACT PARTIES TO POTENTIALLY ASSUMED EXECUTORY CONTRACTS AND UNEXPIRED LEASES

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU OR ONE OF YOUR AFFILIATES ARE A COUNTERPARTY TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE WITH ONE OR MORE OF THE DEBTORS AS SET FORTH ON **SCHEDULE 1** ATTACHED HERETO.

PLEASE TAKE NOTICE that on [_____], the United States Bankruptcy Court for the Northern District of Texas (the "Court") entered the *Order (I) Approving Bidding Procedures and Expense Reimbursement, (II) Approving the Debtors' Entry Into the Stalking Horse APA with Stalking Horse Bidder and Subject to Higher or Otherwise Better Offers at the Auction in Accordance with the Bidding Procedures, (III) Scheduling Certain Dates and Deadlines, (IV) Approving the Form and Manner of Notice Thereof, and (V) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases* [Docket No. [_]] (the "Bidding Procedures Order")[2] in the Chapter 11 Cases of the above-captioned debtors and debtors in possession (collectively, the "Debtors").

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bidding Procedures and the terms of any Successful Bid, the Debtors **may** assume and assign to the Successful Bidder the Executory Contracts and Unexpired Leases listed on **Schedule 1** to which you are a counterparty, upon approval of the Transaction(s). The Debtors have conducted a review of their books and records and have determined that the Cure Costs for unpaid monetary obligations under such Executory Contract or Unexpired Lease is as set forth on **Schedule 1**.

[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.

[2] Capitalized terms used but not defined in this notice have the meanings given to them in the Bidding Procedures Order.

PLEASE TAKE FURTHER NOTICE that if you disagree with the proposed Cure Costs, your objection must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules, the Local Rules, and any order governing the administration of these Chapter 11 Cases; (iii) state with specificity the nature of the objection and, if the objection pertains to the proposed Cure Costs; (iv) state the correct Cure Costs alleged to be owed to the objecting contract counterparty, together with any applicable and appropriate documentation in support thereof; and (v) be filed with the Court and served and **actually received no later than October 17, 2025, at 4:00 p.m. (prevailing Central Time) (the "Cure Objection Deadline")** by the Court and the following parties: (i) Genesis Healthcare, Inc., c/o Ankura Consulting Group, LLC, 2021 McKinney Ave. Suite 340, Dallas, TX 75201 (Attn: Louis E. Robichaux IV (louis.robichaux@ankura.com)); (ii) proposed counsel to the Debtors, McDermott Will & Schulte LLP, 2501 North Harwood Street, Suite 1900, Dallas, TX 75201 (Attn: Marcus A. Helt (mhelt@mwe.com) and Jack G. Haake (jhaake@mwe.com)), and 1180 Peachtree St. NE, Suite 3350, Atlanta, GA 30309 (Attn: Daniel M. Simon (dsimon@mwe.com)), and 444 West Lake Street, Suite 4000, Chicago, IL 60606 (Attn: William A. Guerrieri (wguerrieri@mwe.com) and Emily C. Keil (ekeil@mwe.com)); (iii) the Office of the United States Trustee for Region 6, Office of The United States Trustee Earle Cabell Federal Building 1100 Commerce Street, Room 976, Dallas, TX 75242, (Attn: Meredyth A. Kippes (Meredyth.Kippes@usdoj.gov)); (iv) proposed counsel to the Committee, (a) Proskauer Rose LLP, Eleven Times Square, New York, NY, 10036 (Attn: Brian S. Rosen (brosen@proskauer.com), Ehud Barak (ebarak@proskauer.com), Daniel Desatnik (ddesatnik@proskauer.com), and Timothy Q. Karcher (tkarcher@proskauer.com)) and 70 West Madison, Suite 3800, Chicago, IL 60602 (Attn: Paul V. Possinger (ppossinger@proskauer.com); and (b) Stinson LLP, 1201 Walnut Street, Suite 2900, Kansas City, MO 64106 (Attn: Nicholas Zluticky (nicholas.zluticky@stinson.com), Zachary Hemenway (zachary.hemenway@stinson.com), and Miranda Swift (miranda.swift@stinson.com)); (v) counsel to Markglen, LLC, Gibson, Dunn & Crutcher LLP, 2001 Ross Avenue, Suite 2100, Dallas, TX 75201 (Attn: John T. Cox III (tcox@gibsondunn.com)) and 333 South Grand Avenue, Los Angeles, CA 90071 (Attn: Jeffrey C. Krause (jkrause@gibsondunn.com) and Michael G. Farag (mfarag@gibsondunn.com)); (vi) counsel to OHI Mezz Lender LLC, Goodwin Proctor LLP, The New York Times Building, 620 Eighth Avenue, New York, NY 10018 (Attn: Robert J. Lemons (rlemons@goodwinlaw.com)), and Ferguson Braswell Fraser Kubasta PC, 2500 Dallas Parkway, Suite 600, Plano, TX 75093 (Attn: Leighton Aiken (laiken@fbfk.law)); (vii) counsel to White Oak Healthcare Finance, LLC, Blank Rome LLP, 444 West Lake Street, Suite 1650, Chicago, IL 60606 (Attn: Kenneth J. Ottaviano (ken.ottaviano@blankrome.com) and Paige Tinkham (paige.tinkham@blankrome.com)); and (viii) counsel to WAX Dynasty Partners LLC and the Stalking Horse Bidder, DLA Piper LLP, 1900 N. Pearl St., Suite 2200, Dallas, TX 75201 (Attn: James Muenker (james.muenker@us.dlapiper.com)); *provided* that the Debtors may modify the Cure Objection Deadline by filing a notice of such modification on the Court's docket.

PLEASE TAKE FURTHER NOTICE that if no objection to (a) the Cure Costs or (b) the proposed assignment and assumption of any Executory Contract or Unexpired Lease is filed by the Cure Objection Deadline, then (i) you will be deemed to have stipulated that the Cure Costs as determined by the Debtors are correct and (ii) you will be forever barred, estopped, and enjoined from asserting any additional Cure Costs are due under the Executory Contract or Unexpired Lease.

PLEASE TAKE FURTHER NOTICE that any objection to the proposed assumption and assignment of an Executory Contract or Unexpired Lease or related Cure Costs in connection with the Successful Bid that otherwise complies with these procedures yet remains unresolved as of the commencement of the Sale Hearing, shall be heard at a later date as may be fixed by the Court.

PLEASE THAT FURTHER NOTICE that, notwithstanding anything herein, the mere listing of any Executory Contract or Unexpired Lease on the Contract Assumption Notice or any Supplemental Assumption Notice does not require or guarantee that such Executory Contract or Unexpired Lease will be assumed by the Debtors at any time or assumed and assigned, and all rights of the Debtors and the Successful Bidder with respect to such Executory Contracts and/or Unexpired Leases are reserved. Moreover, the Debtors explicitly reserve the right, in their reasonable discretion, to seek to reject or assume each Executory Contract or Unexpired Lease pursuant to Bankruptcy Code section 365(a) and in accordance with the procedures allowing the Debtors and/or the Successful Bidder, as applicable, to designate any Executory Contract or Unexpired Lease as either rejected or assumed on a post-closing basis.

PLEASE TAKE FURTHER NOTICE that, nothing herein (i) alters in any way the prepetition nature of the Executory Contracts or Unexpired Leases or the validity, priority, or amount of any claims of a counterparty to any Contract against the Debtors that may arise under such Executory Contract or Unexpired Lease, (ii) creates a postpetition contract or agreement, or (iii) elevates to administrative expense priority any claims of a counterparty to any Executory Contract or Unexpired Lease against the Debtors that may arise under such Executory Contract or Unexpired Lease.

[*Remainder of Page Intentionally Left Blank*]

Dated: [_____], 2025
Dallas, Texas

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Proposed Counsel for the Debtors and Debtors-in-Possession

Schedule 1

Schedule of Assumed and Assigned Executory Contracts and Unexpired Leases