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*Proposed Counsel for the Debtors and
 Debtors-in-Possession*

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

In re:)	Chapter 11
GENESIS HEALTHCARE, INC., <i>et al.</i> , ¹)	Case No. 25-80185 (SGJ)
Debtors.)	(Joint Administration Requested)

**DEBTORS’ MOTION FOR ENTRY OF
 ORDER (I) AUTHORIZING THE DEBTORS TO
 (A) REJECT CERTAIN UNEXPIRED REAL PROPERTY LEASES AND
 (B) ABANDON CERTAIN PERSONAL PROPERTY, EFFECTIVE
AS OF THE PETITION DATE, AND (II) GRANTING RELATED RELIEF**

Genesis Healthcare, Inc. (“Genesis”) and certain of its affiliates and subsidiaries, as debtors and debtors-in-possession in the above-captioned chapter 11 cases (collectively, the “Debtors”), hereby file this motion (the “Motion”) for entry of an order, substantially in the form attached

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, for which the Debtors have requested joint administration. 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’ proposed 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.

hereto as **Exhibit A** (the “Proposed Order”), granting the relief described below. In support thereof, the Debtors rely upon the *Declaration of Louis E. Robichaux IV in Support of Chapter 11 Petitions and First Day Pleadings* (the “First Day Declaration”),² filed contemporaneously herewith. In further support of the Motion, the Debtors respectfully represent as follows:

RELIEF REQUESTED

1. By the Motion, the Debtors respectfully request entry of the Proposed Order, (a) authorizing, but not directing, the Debtors (i) to reject certain unexpired real property leases, including any guaranties thereof and any amendments, modifications, or subleases thereto (each, a “Lease,” and collectively, the “Leases”), listed on Exhibit 1 to the Proposed Order for certain skilled nursing facilities that are currently closed (each, a “Closed Facility” and, collectively, the “Closed Facilities”) or previously transitioned via sublease to non-Debtor third-party operators (collectively, the “Subleased Facilities”), and (ii) abandon certain equipment, fixtures, or other personal property (collectively, the “Personal Property”) that may be located at the Facilities, each effective as of the Petition Date, and (b) granting related relief.

JURISDICTION AND VENUE

2. The Court has jurisdiction to consider the Motion 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. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these cases and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

² Capitalized terms used but not otherwise defined in this Motion shall have the meanings ascribed to them in the First Day Declaration.

3. The legal predicates for the relief requested herein are sections 105(a), 365(a), 554(a) of title 11 of the United States Code (the “Bankruptcy Code”) and Rules 6006 and 6007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

BACKGROUND

I. The Chapter 11 Cases

4. On July 9, 2025 (the “Petition Date”), each Debtor commenced a case by filing a petition for relief under chapter 11 of the Bankruptcy Code (collectively, the “Chapter 11 Cases”) in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “Court”). Contemporaneously herewith, the Debtors have requested procedural consolidation and joint administration of the Chapter 11 Cases pursuant to Bankruptcy Rule 1015(b). The Debtors continue to operate their businesses and manage their properties as debtors and debtors-in-possession pursuant to Bankruptcy Code sections 1107(a) and 1108.

5. To date, the Office of the United States Trustee for Region 6 (the “U.S. Trustee”) has not appointed an official committee in these Chapter 11 Cases, nor has any trustee or examiner been appointed.

6. Additional information regarding the Debtors and these Chapter 11 Cases, including the Debtors’ business operations, capital structure, financial condition, and the reasons for and objectives of these Chapter 11 Cases, is set forth in the First Day Declaration. As noted in the First Day Declaration, the Debtors do not own the underlying real property for the majority of the facilities they operate and/or manage but rather lease or sublease the respective facilities from various landlords.

II. The Leases

7. Prior to the Petition Date, the Debtors, with the assistance of their restructuring advisers, undertook a comprehensive review of their unexpired real property leases, including the

Leases, to determine which, if any, should be rejected to preserve value in light of the circumstances of the Chapter 11 Cases. Following this analysis, the Debtors determined, in their business judgment, that maintaining the Leases is unnecessary and burdensome to the Debtors' estates, and the Leases should be rejected and terminated. Rejecting the Leases will reduce high fixed operational costs and better position the Debtors to right-size their facility portfolio, to the benefit of their estates.

III. Personal Property to Be Abandoned

8. To the extent that any Personal Property, excluding Medical Records and Medical Waste (each as defined below), remains at the Closed Facilities as of the Petition Date, the Debtors have evaluated such Personal Property and have determined either that (a) the Personal Property is of inconsequential value or (b) the cost of removing and storing the Personal Property for future use, marketing, or sale exceeds its value to the Debtors' estates. Because the Debtors have ceased operations at the Closed Facilities prior to the rejection of the related Leases, the Personal Property, if any, will no longer be necessary for the administration of the Debtors' estates.

9. In advance of the hearing on this Motion, the Debtors have or will have secured, destroyed, disposed of, returned to vendors, or transferred to other providers, as appropriate, medical, pharmacy, and business records (the "Medical Records") and medications, including controlled substances, chemicals, medical waste, infectious materials, and other hazardous materials (the "Medical Waste") in accordance with the Debtors' policies and applicable law. For the avoidance of doubt, the Debtors are not seeking relief to abandon Medical Records or Medical Waste. To reduce postpetition administrative costs and, in the exercise of the Debtors' sound business judgment, the abandonment of the Personal Property that may be located at each of the Closed Facilities, if any, is appropriate and in the best interests of the Debtors, their estates, and their creditors.

10. In light of the Debtors' efforts to preserve and maximize the value of their estates, which will inure to the benefit of all creditors, and to avoid incurring costs and expenses that are no longer integral to the Debtors' business operations and their chapter 11 efforts, the relief requested herein is necessary and appropriate.

BASIS FOR RELIEF REQUESTED

I. Rejection of the Leases is an Exercise of the Debtors' Business Judgment.

11. The Bankruptcy Code enables a debtor in possession to reject certain unexpired real property leases of the debtor, subject to the court's approval. *See* 11 U.S.C. § 365(a). "This provision allows a trustee to relieve the bankruptcy estate of burdensome agreements which have not been completely performed." *Stewart Title Guar. Co. v. Old Republic Nat'l Title Ins. Co.*, 83 F.3d 735, 741 (5th Cir. 1996) (citing *In re Murexco Petrol., Inc.*, 15 F.3d 60, 62 (5th Cir. 1994)); *see also In re Orion Pictures Corp.*, 4 F.3d 1095, 1098–99 (2d Cir. 1993) (noting that rejection permits the debtor to "renounce title to and abandon burdensome property").

12. Courts generally authorize debtors to reject unexpired leases where the debtors appropriately exercise their "business judgment." *See In re Mirant Corp.*, 378 F.3d 511, 524 (5th Cir. 2004); *Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1309 (5th Cir. 1985); *In re Pilgrim's Pride Corp.*, 403 B.R. 413, 422 (Bankr. N.D. Tex. 2009). Third parties are generally not permitted to second-guess a debtor's business judgment concerning the rejection of an executory contract or unexpired lease. The "business judgment" test merely requires a showing that rejection of the unexpired lease "is a sensible one." *In re Pilgrim's Pride Corp.*, 403 B.R. 413, 427 (Bankr. N.D. Tex. 2009) ("In the exercise of its business judgment, a debtor in possession may be expected to make its decisions rationally in exercising the rejection option. If, for example, a debtor made rejection and other business decisions through use of an Ouija Board, the court might quite properly question those decisions. The court must ensure the

decision-making process used by a debtor in possession in exercising its powers under the Code is a sensible one.”) (internal notes omitted); *In re Trans World Airlines, Inc.*, 261 B.R. 103, 121 (Bankr. D. Del. 2001) (“A debtor’s decision to reject an executory contract must be summarily affirmed unless it is the product of bad faith, or whim or caprice.”) (internal quotations omitted).

13. As an integral component of their efforts to preserve and maximize the value of their estates and reduce their potential administrative costs in these Chapter 11 Cases by, among other things, eliminating unnecessary costs, the Debtors have determined, in their business judgment, that the Leases are burdensome and provide no economic value to their estates. The Leases are unnecessary to the Debtors’ go-forward business operations and, if not rejected, could potentially be a drain on the Debtors’ estates and a hindrance to their chapter 11 restructuring efforts. Any continued expense in maintaining the Leases and attempting to market such agreements would likely outweigh, if not eclipse, any benefit in attempting to identify a potential acquirer of the Leases and unnecessarily deplete assets of the Debtors’ estates, to the detriment of creditors. In contrast, rejection of the Leases will represent a significant monthly cost savings to the Debtors’ estates moving forward.

14. Further, courts in this district have routinely granted relief similar to the relief requested herein. *See, e.g., In re Prospect Medical Holdings, Inc.*, Case No. 25-80002 (SGJ) (Bankr. N.D. Tex Feb. 12, 2025) [Docket No. 605]; *In re TGI Friday’s Inc.*, Case No. 24-80069 (SGJ) (Bankr. N.D. Tex. Nov. 5, 2024) [Docket No. 96]; *In re Sunland Medical Found.*, Case No. 23-80000 (MVL) (Bankr. N.D. Tex. Mar. 1, 2024) [Docket No. 408]; *In re Studio Movie Grill Holdings, LLC*, Case No. 20-32633 (SGJ) (Bankr. N.D. Tex. Oct. 30, 2020) [Docket No. 101].

II. It is Appropriate to Deem the Leases Rejected Effective as of the Petition Date.

15. Bankruptcy Code section 365(a) does not specifically address whether this Court may order rejection to be applied retroactively. *See In re Amber's Stores, Inc.*, 193 B.R. 819, 825–27 (Bankr. N.D. Tex. 1996) (“[N]othing precludes [the court] . . . from approving . . . rejection of a non-residential real property lease retroactively to an earlier date.”); *In re CCI Wireless, LLC*, 297 B.R. 133, 138 (D. Colo. 2003) (noting that section 365 “does not prohibit the bankruptcy court from allowing the rejection of leases to apply retroactively”). Many courts have held that bankruptcy courts may exercise discretion to authorize rejections to be effective retroactively to a date prior to entry of the order authorizing such rejection where the balance of equities favor such relief. *See, e.g., In re Amber's Stores*, 193 B.R. at 826 (using a standard based on the equities of the case); *BP Energy Co. v. Bethlehem Steel Corp. (In re Bethlehem Steel Corp.)*, 2002 WL 31548723, at *3 (S.D.N.Y. Nov. 15, 2002) (“[W]e cannot conclude . . . that a bankruptcy court’s assignment of a retroactive rejection date falls outside of its authority when the balance of the equities favors this solution.”); *see also In re Stonebridge Techs., Inc.*, 430 F.3d 260, 273 (5th Cir. 2005) (“[W]e note that most courts have held that lease rejection may be retroactively applied.”); *Pac. Shores Dev., LLC v. At Home Corp. (In re At Home Corp.)*, 392 F.3d 1064, 1065–66 (9th Cir. 2004) (affirming bankruptcy court’s approval of retroactive rejection); *In re Thinking Machs., Corp.*, 67 F.3d 1021, 1028 (1st. Cir. 1995) (“[B]ankruptcy courts may enter retroactive orders of approval, and should do so when the balance of equities preponderates in favor of such remediation.”). Courts examine a number of factors when considering whether to approve retroactive rejection, including the costs that a delayed rejection date would otherwise impose on a debtor. *See In re Jamesway Corp.*, 179 B.R. 33, 38–39 (S.D.N.Y. 1995) (cited favorably in *In re Amber's Stores, Inc.*, 193 B.R. at 827).

16. In this instance, the balance of equities favors approving rejection retroactive to the Petition Date. *First*, the applicable Leases do not provide—and, in some cases, have not provided for some time—any benefit to the Debtors’ estates. The Leases are either unprofitable or contain terms that are unfavorable to the Debtors. *Second*, even against this backdrop, while filed on the Petition Date, the Debtors have requested that the Motion be heard at the first non-emergency hearing scheduled in these Chapter 11 Cases, thus providing adequate notice to all affected parties. *Third*, failure to approve rejection effective as of the Petition Date would result in the Debtors incurring unnecessary administrative costs associated with the Leases, several of which relate to Closed Facilities. *Fourth*, as of the date hereof, the Debtors and their patients and residents have already vacated the Closed Facilities, and no patients or residents are currently or will in the future be treated at the facilities located at such Closed Facilities. In light of the foregoing, the balance of equities favors approving rejection retroactive to the Petition Date.

III. The Abandonment of Personal Property is Appropriate.

17. The Debtors have satisfied the standard set forth in Bankruptcy Code section 554(a), granting them authority to abandon the Personal Property. Bankruptcy Code section 554(a) provides that a debtor in possession may abandon, subject to court approval, “property of the estate that . . . is of inconsequential value and benefit to the estate.” 11 U.S.C. § 554(a). A bankruptcy court may authorize property to be abandoned when either (a) the property is burdensome to the estate or (b) the property is of inconsequential value and benefit to the estate. *See, e.g., Midlantic Nat’l Bank v. N.J. Dep’t of Env’tl. Prot.*, 474 U.S. 494, 499–500 (1986).

18. The Debtors anticipate that Personal Property could remain on the Closed Facilities at certain properties where removal would not be feasible and/or would provide nominal or no value to the Debtors or their estates. Therefore, this Court should find that authority to abandon the Personal Property in accordance with Bankruptcy Code section 554(a) is warranted. The

Debtors request that the abandonment of the Personal Property be effective as of the Petition Date, which is the proposed effective date of rejection of the Leases.

19. In light of the foregoing facts and circumstances, rejection of the Leases under Bankruptcy Code section 365(a) is a sound exercise of the Debtors' business judgment and is necessary, prudent, and in the best interests of the Debtors, their estates, and their creditors. The balance of equities supports granting rejection of the Leases effective retroactive to the Petition Date. Finally, the Debtors' abandonment of certain Personal Property may and should be authorized because it represents inconsequential value to the Debtors' estates.

RESERVATION OF RIGHTS

20. Nothing contained in this Motion nor any actions taken pursuant to the relief requested herein is intended or shall be construed as: (a) an implication or admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable non-bankruptcy law; (b) an impairment or waiver of the Debtors' or any other party in interest's rights to dispute the amount of, basis for, or validity of any claim against, or interest in, any Debtor, its property, or its estate on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any claim is of a type specified or defined in this Motion or any order granting the relief requested by this Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a waiver of any claim or cause of action that may exist against any creditor or interest holder; (f) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code, or otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease except for the rejection of the Rejected Leases identified on Exhibit 1 to the Proposed Order; (g) a waiver or limitation of the Debtors', or

any other party in interest's, rights under the Bankruptcy Code or any other applicable law; (h) an implication or admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance of property of the Debtors' estates; (i) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to this Motion are valid and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; (j) a waiver of the obligation of any party in interest to file a proof of claim; or (k) an impairment or waiver of any claims or causes of action that may exist against any entity under the Bankruptcy Code or any other applicable law.

NOTICE

21. The Debtors will provide notice of the Motion to: (a) the U.S. Trustee; (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) the parties included on the Debtors' list of their 30 largest unsecured creditors; (i) counsel to the Debtors' prepetition lenders; (j) counsel to the DIP Lenders; (k) counterparties to the Leases, and (l) all parties entitled to notice pursuant to Bankruptcy Rule 2002. The Debtors submit that no other or further notice is required.

NO PRIOR REQUEST

22. No previous request for the relief sought herein has been made to this or any other court.

[Remainder of Page Intentionally Left Blank]

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and such other and further relief as may be just and proper.

Dated: July 10, 2025
Dallas, Texas

MCDERMOTT WILL & EMERY LLP

/s/ Marcus A. Helt

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*Proposed Counsel for the Debtors and
Debtors-in-Possession*

CERTIFICATE OF SERVICE

I hereby certify that on this date a true and correct copy of the foregoing Motion was served by the Court's CM/ECF system on all counsel of record registered in these Chapter 11 Cases through CM/ECF. The Debtors' claims and noticing agent will be filing a supplemental certificate of service on the docket to reflect any additional service of the foregoing Motion.

Dated: July 10, 2025
Dallas, Texas

MCDERMOTT WILL & EMERY LLP

/s/ Marcus A. Helt

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*Proposed Counsel for the Debtors and
Debtors-in-Possession*

EXHIBIT A

Proposed Order

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

)		
In re:))	Chapter 11
))	
GENESIS HEALTHCARE, INC., <i>et al.</i> , ¹))	Case No. 25-80185 (SGJ)
))	
Debtors.))	(Jointly Administered)
))	
))	Related to Docket No. ____

**ORDER (I) AUTHORIZING THE DEBTORS TO
(A) REJECT CERTAIN UNEXPIRED REAL PROPERTY LEASES AND
(B) ABANDON CERTAIN PERSONAL PROPERTY, EFFECTIVE
AS OF THE PETITION DATE, AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the Debtors for entry of an order (this “Order”), (a) authorizing, but not directing, the Debtors (i) to reject certain unexpired real property leases, including any guaranties thereof and any amendments, modifications, or subleases thereto (each, a “Lease,” and collectively, the “Leases”), listed on **Exhibit 1** attached hereto for the skilled

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.

nursing facilities that are currently closed (each, a “Closed Facility” and, collectively, the “Closed Facilities”) or previously transitioned via sublease to non-Debtor third-party operators (collectively, the “Subleased Facilities”), and (ii) abandon certain equipment, fixtures, or other personal property (collectively, the “Personal Property”) that may be located at the Facilities, each effective as of the Petition Date, in each case as more fully set forth in the Motion and subject to the terms of this Order; 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; and the matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and venue of this 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 Leases listed on **Exhibit 1** attached hereto are rejected under Bankruptcy Code section 365 effective as of the Petition Date.

3. The Debtors are authorized to abandon any Personal Property, excluding Medical Records and Medical Waste, located at the Closed Facilities identified on **Exhibit 1** attached hereto free and clear of all liens, claims, encumbrances, interests, and rights of third parties. The applicable counterparty to each Lease may dispose of such Personal Property without further notice to any party claiming an interest in such abandoned Personal Property.

4. Any claims based on the rejection of the Leases set forth on **Exhibit 1** shall be filed before the later of (a) the deadline for filing proofs of claim established in these Chapter 11 Cases and (b) thirty (30) days after the entry of this Order, or else be forever barred.

5. 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.

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

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

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

9. Notwithstanding anything to the contrary contained herein, any payment to be made hereunder, and any authorization contained herein, shall be subject to any interim and final orders, as applicable, approving the use of cash collateral and/or the Debtors' entry into any postpetition financing facilities or credit agreements, and any budgets in connection therewith governing any such postpetition financing and/or use of cash collateral (each such order, a "**DIP Order**"). To the

extent there is any inconsistency between the terms of the DIP Order and any action taken or proposed to be taken hereunder, the terms of the DIP Order shall control.

10. Nothing contained in the Motion or this Order nor any actions taken pursuant to the relief granted herein is intended or shall be construed as: (a) an implication or admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable non-bankruptcy law; (b) an impairment or waiver of the Debtors' or any other party in interest's rights to dispute the amount of, basis for, or validity of any claim against, or interest in, any Debtor, its property, or its estate on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any claim is of a type specified or defined in the Motion, or in this Order granting the relief requested by the Motion, or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a waiver of any claim or cause of action that may exist against any creditor or interest holder; (f) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code, or otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease, except for the rejection of the Rejected Leases identified on **Exhibit 1**; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; (h) an implication or admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance of property of the Debtors' estates; (i) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to this Order are valid and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; (j) a waiver of any claims that the Debtors may have against any Lease Counterparty, whether or not such claims arise

under, are related to the rejection of, or are independent of the Rejected Leases (k) a waiver of the obligation of any party in interest to file a proof of claim; or (l) an impairment or waiver of any claims or causes of action that may exist against any entity under the Bankruptcy Code or any other applicable law.

END OF ORDER

Prepared and presented by:

/s/ Marcus A. Helt

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*Proposed Counsel for the Debtors and
Debtors-in-Possession*

EXHIBIT 1

Proposed Rejected Leases

<u>Lease Agreement</u>	<u>Facility</u>	<u>Debtor Party</u>	<u>Counterparty Name</u>	<u>Counterparty Address</u>	<u>Rejection Date</u>
Master Lease, dated December 21, 2018, as amended by (i) that certain First Amendment to Master Lease dated November 1, 2019, (ii) that certain Second Amendment to Master Lease dated January 24, 2020, (iii) that certain Third Amendment to Master Lease dated October 15, 2020, (iv) that certain Fourth Amendment to Master Lease dated November 28, 2023, and (v) that certain Fifth Amendment to Master Lease Agreement dated June 3, 2024 (as subsequently amended, modified, or restated, the “ <u>St. Joseph Lease</u> ”)	St. Joseph’s Center [CLOSED]	HBR Trumbull, LLC	St. Joseph Propco, LLC	GMF Capital 650 Madison Avenue New York, NY 10022 Attn: Jonah J. Lobell (jay@gmfcapital.com) with a copy to: Novack Burnbaum Crystal LLP 675 Third Avenue, 8 th Floor New York, NY 10017 Attn: Edward H. Burnbaum, Esq. (eburnbaum@nbclaw.com)	Petition Date
Lease Agreement dated June 21, 2012 (as subsequently amended, modified, or restated, the “ <u>KCTC Lease</u> ”)	Kansas City Transitional Care Center	Kansas City Transitional Care Center, LLC	Rainbow Real Estate Partners II, LLC	Rainbow Real Estate Partners II, LLC c/o Lane4 Property Group 4705 Central Kansas City, Missouri 64112	Petition Date
Sublease Agreement, dated September 1, 2019 (as subsequently amended,	Kansas City Transitional Care Center	Kansas City Transitional	Ignite Medical Resort a Ptr of The Univ of	Ignite Medical Resort a Ptr of The Univ of Kansas Health System, LLC	Petition Date

<u>Lease Agreement</u>	<u>Facility</u>	<u>Debtor Party</u>	<u>Counterparty Name</u>	<u>Counterparty Address</u>	<u>Rejection Date</u>
modified, or restated, the " <u>KCTC Sublease</u> ")		Care Center, LLC	Kansas Health System, LLC	3910 Rainbow Blvd, Suite 400 Kansas City, Kansas 66103 With a copy to: Ignite KUMed, LLC 6840 W. Touhy Ave. Niles, Illinois 60714 Attn: Tim Fields University of Kansas Hospital Authority 3901 Rainbow Blvd. Kansas City, Kansas 66160 Attn: Dan Peters, General Counsel	
Guaranty of Lease dated June 21, 2012 (the " <u>KCTC Lease Guaranty</u> ")	Kansas City Transitional Care Center	Skilled Healthcare Group, Inc.	Rainbow Real Estate Partners II, LLC	Rainbow Real Estate Partners II, LLC c/o Lane4 Property Group 4705 Central Kansas City, Missouri 64112	Petition Date
Amended and Restated Lease dated November 3, 2010, as amended by (i) that certain First Amendment to Amended and Restated Lease dated June 20, 2012, (ii) that certain Second Amendment to Amended and	Bedford Hills	Harborside New Hampshire Limited Partnership	Sabra Bedford Hills, LLC	Sabra Health Care REIT, Inc. 1781 Flight Way Tustin, CA 92782 With a copy to:	Petition Date

<u>Lease Agreement</u>	<u>Facility</u>	<u>Debtor Party</u>	<u>Counterparty Name</u>	<u>Counterparty Address</u>	<u>Rejection Date</u>
Restated Lease dated December 1, 2012, (iii) that certain Third Amendment to Amended and Restated Lease dated February 2, 2015, (iv) that certain Fourth Amendment to Amended and Restated Lease dated July 29, 2016, (v) that certain Fifth Amendment to Amended and Restated Lease dated May 5, 2017, (vi) that certain Sixth Amendment to Amended and Restated Lease dated March 6, 2018, and (vii) that certain Seventh Amendment to Amended and Restated Lease dated as of November 1, 2023 (as subsequently amended, modified, or restated, the “ <u>SABRA Bedford Lease</u> ”)				Sherry Meyerhoff Hanson & Crance LLP 610 Newport Center Drive, Suite 270 Newport Beach, CA 92660-6443 Attention: Kevin L. Sherry, Esq. (ksherry@calawyers.com)	
Third Amended and Restated Guaranty of Lease (Bedford Hills Center) dated May 5, 2017, as amended by (i) that certain First Amendment to Third Amended and Restated Guaranty of Lease (Bedford Hills Center) dated as of March 6, 2018 and (ii) that certain Second Amendment to Third Amended and Restated Guaranty of Lease	Bedford Hills	Genesis Healthcare, Inc.	Sabra Bedford Hills, LLC	Sabra Health Care REIT, Inc. 1781 Flight Way Tustin, CA 92782 With a copy to: Sherry Meyerhoff Hanson & Crance LLP 610 Newport Center Drive, Suite 270	Petition Date

<u>Lease Agreement</u>	<u>Facility</u>	<u>Debtor Party</u>	<u>Counterparty Name</u>	<u>Counterparty Address</u>	<u>Rejection Date</u>
(Bedford Hills Center) dated as of March 13, 2019 (as subsequently amended, modified, or restated, the “ <u>Bedford Lease Guaranty</u> ”)				Newport Beach, CA 92660-6443 Attention: Kevin L. Sherry, Esq. (ksherry@calawyers.com)	
Amended and Restated Lease dated as of November 3, 2010, as amended by (i) that certain First Amendment to Amended and Restated Lease dated June 20, 2012, (ii) that certain Second Amendment to Amended and Restated Lease dated December 1, 2012, (iii) that certain Third Amendment to Amended and Restated Lease dated February 2, 2015, (iv) that certain Fourth Amendment to Amended and Restated Lease dated July 29, 2016, (v) that certain Fifth Amendment to Amended and Restated Lease dated May 5, 2017, (vi) that certain Sixth Amendment to Amended and Restated Lease dated as of March 6, 2018, and (vii) that certain Seventh Amendment to Amended and Restated Lease dated as of November 1, 2023 (as subsequently amended, modified, or restated,	Langdon Place of Keene	Sunbridge Healthcare, LLC	Langdon Place of Keene Limited Partnership	Sabra Health Care REIT, Inc. 1781 Flight Way Tustin, CA 92782 With a copy to: Sherry Meyerhoff Hanson & Crance LLP 610 Newport Center Drive, Suite 270 Newport Beach, CA 92660-6443 Attention: Kevin L. Sherry, Esq. (ksherry@calawyers.com)	Petition Date

<u>Lease Agreement</u>	<u>Facility</u>	<u>Debtor Party</u>	<u>Counterparty Name</u>	<u>Counterparty Address</u>	<u>Rejection Date</u>
the " <u>SABRA Langdon Place of Keene Lease</u> ")					
Third Amended and Restated Guaranty of Lease (Langdon Place of Keene) dated May 5, 2017, as amended by (i) that certain First Amendment to Third Amended and Restated Guaranty of Lease (Langdon Place of Keene) dated as of March 6, 2018 and (ii) that certain Second Amendment to Third Amended and Restated Guaranty of Lease (Langdon Place of Keene) dated as of March 13, 2019 (as subsequently amended, modified, or restated, the " <u>Keene Lease Guaranty</u> ")	Langdon Place of Keene	Genesis Healthcare, Inc.	Langdon Place of Keene Limited Partnership	Sabra Health Care REIT, Inc. 1781 Flight Way Tustin, CA 92782 With a copy to: Sherry Meyerhoff Hanson & Crance LLP 610 Newport Center Drive, Suite 270 Newport Beach, CA 92660-6443 Attention: Kevin L. Sherry, Esq. (ksherry@calawyers.com)	Petition Date
Amended and Restated Lease dated as of November 3, 2010, as amended by (i) that certain First Amendment to Amended and Restated Lease dated June 20, 2012, (ii) that certain Second Amendment to Amended and Restated Lease dated December 1, 2012, (iii) that certain Third Amendment to Amended and Restated Lease dated February 2, 2015, (iv) that certain Fourth Amendment to Amended and	Langdon Place of Dover	Sunbridge Healthcare, LLC	Langdon Place of Dover	Sabra Health Care REIT, Inc. 1781 Flight Way Tustin, CA 92782 With a copy to: Sherry Meyerhoff Hanson & Crance LLP 610 Newport Center Drive, Suite 270 Newport Beach, CA 92660-6443	Petition Date

<u>Lease Agreement</u>	<u>Facility</u>	<u>Debtor Party</u>	<u>Counterparty Name</u>	<u>Counterparty Address</u>	<u>Rejection Date</u>
Restated Lease dated July 29, 2016, (v) that certain Fifth Amendment to Amended and Restated Lease dated May 5, 2017, (vi) that certain Sixth Amendment to Amended and Restated Lease dated as of March 6, 2018, and (vii) that certain Seventh Amendment to Amended and Restated Lease dated as of November 1, 2023 (as subsequently modified, amended, or restated, the " <u>SABRA Langdon Place of Dover Lease</u> ")				Attention: Kevin L. Sherry, Esq. (ksherry@calawyers.com)	
Third Amended and Restated Guaranty of Lease (Langdon Place of Dover) dated May 5, 2017, as amended by (i) that certain First Amendment to Third Amended and Restated Guaranty of Lease (Langdon Place of Dover) dated as of March 6, 2018 and (ii) that certain Second Amendment to Third Amended and Restated Guaranty of Lease (Langdon Place of Dover) dated as of March 13, 2019 (as subsequently amended, modified, or restated, the " <u>Dover Lease Guaranty</u> ")	Langdon Place of Dover	Genesis Healthcare, Inc.	Langdon Place of Dover	Sabra Health Care REIT, Inc. 1781 Flight Way Tustin, CA 92782 With a copy to: Sherry Meyerhoff Hanson & Crance LLP 610 Newport Center Drive, Suite 270 Newport Beach, CA 92660-6443 Attention: Kevin L. Sherry, Esq. (ksherry@calawyers.com)	Petition Date

<u>Lease Agreement</u>	<u>Facility</u>	<u>Debtor Party</u>	<u>Counterparty Name</u>	<u>Counterparty Address</u>	<u>Rejection Date</u>
Amended and Restated Lease dated November 3, 2010, as amended by (i) that certain First Amendment to Amended and Restated Lease dated June 20, 2012, (ii) that certain Second Amendment to Amended and Restated Lease dated December 1, 2012, (iii) that certain Third Amendment to Amended and Restated Lease dated February 2, 2015, (iv) that certain Fourth Amendment to Amended and Restated Lease dated July 29, 2016, (v) that certain Fifth Amendment to Amended and Restated Lease dated May 5, 2017, (vi) that certain Sixth Amendment to Amended and Restated Lease dated as of March 6, 2018, and (vii) that certain Seventh Amendment to Amended and Restated Lease dated as of November 1, 2023 (as subsequently modified, amended, or restated, the " <u>SABRA Langdon Place of Exeter Lease</u> ")	Langdon Place of Exeter	Sunbridge Healthcare, LLC	L.P.E.	Sabra Health Care REIT, Inc. 1781 Flight Way Tustin, CA 92782 With a copy to: Sherry Meyerhoff Hanson & Crance LLP 610 Newport Center Drive, Suite 270 Newport Beach, CA 92660-6443 Attention: Kevin L. Sherry, Esq. (ksherry@calawyers.com)	Petition Date
Third Amended and Restated Guaranty of Lease (Langdon Place of Exeter) dated May 5,	Langdon Place of Exeter	Genesis Healthcare, Inc.	L.P.E.	Sabra Health Care REIT, Inc. 1781 Flight Way	Petition Date

<u>Lease Agreement</u>	<u>Facility</u>	<u>Debtor Party</u>	<u>Counterparty Name</u>	<u>Counterparty Address</u>	<u>Rejection Date</u>
2017, as amended by (i) that certain First Amendment to Third Amended and Restated Guaranty of Lease (Langdon Place of Exeter) dated as of March 6, 2018 and (ii) that certain Second Amendment to Third Amended and Restated Guaranty of Lease (Langdon Place of Exeter) dated as of March 13, 2019 (as subsequently amended, modified, or restated, the " <u>Exeter Lease Guaranty</u> ")				Tustin, CA 92782 With a copy to: Sherry Meyerhoff Hanson & Crance LLP 610 Newport Center Drive, Suite 270 Newport Beach, CA 92660-6443 Attention: Kevin L. Sherry, Esq. (ksherry@calawyers.com)	
Master Lease dated as of September 29, 2015 (as subsequently modified, amended, or restated, the " <u>SABRA HUD 3 Lease</u> ")	Wolfeboro Care and Rehabilitation Center; Mineral Springs of North Conway Care and Rehabilitation; Langdon Place of Nashua Retirement and Rehabilitation	Genesis Orion Operations LLC	Sabra Health Care Holdings V, LLC	Sabra Health Care REIT, Inc. 1781 Flight Way Tustin, CA 92782 With a copy to: Sherry Meyerhoff Hanson & Crance LLP 610 Newport Center Drive, Suite 270 Newport Beach, CA 92660-6443 Attention: Kevin L. Sherry, Esq. (ksherry@calawyers.com)	Petition Date

<u>Lease Agreement</u>	<u>Facility</u>	<u>Debtor Party</u>	<u>Counterparty Name</u>	<u>Counterparty Address</u>	<u>Rejection Date</u>
Second Amended and Restated Guaranty of Master Lease (HUD-3) dated May 5, 2017, as amended by (i) that certain First Amendment to Second Amended and Restated Guaranty of Master Lease (HUD-3) dated as of March 6, 2018 and (ii) that certain Second Amendment to Second Amended and Restated Guaranty of Master Lease (HUD-3) dated as of March 13, 2019 (as subsequently amended, modified, or restated, the “ <u>HUD-3 Lease Guaranty</u> ”)	Wolfeboro Care and Rehabilitation Center; Mineral Springs of North Conway Care and Rehabilitation; Langdon Place of Nashua Retirement and Rehabilitation	Genesis Healthcare, Inc.	Sabra Health Care Holdings V, LLC	Sabra Health Care REIT, Inc. 1781 Flight Way Tustin, CA 92782 With a copy to: Sherry Meyerhoff Hanson & Crance LLP 610 Newport Center Drive, Suite 270 Newport Beach, CA 92660-6443 Attention: Kevin L. Sherry, Esq. (ksherry@calawyers.com)	Petition Date
Master Sublease, dated September 1, 2024 (the “ <u>NH HUD Sublease</u> ”)	Bedford Hills	Harborside New Hampshire Limited Partnership	Bedford Hills SNF Opco LLC	Black Mountain Peak Healthcare LLC 20 Hershel Terrace Monsey, NY 10952 Attn: Robert Rausman (rrausman@gmail.com) With a copy to: NBC Law 675 Third Avenue, Floor 8 New York, NY 10017 Attn: Elliot Lee (elee@nbclaw.com)	Petition Date

<u>Lease Agreement</u>	<u>Facility</u>	<u>Debtor Party</u>	<u>Counterparty Name</u>	<u>Counterparty Address</u>	<u>Rejection Date</u>
	Langdon Place of Keene	Sunbridge Healthcare, LLC	Keene SNF Opco LLC	Black Mountain Peak Healthcare LLC 20 Hershel Terrace Monsey, NY 10952 Attn: Robert Rausman (rrausman@gmail.com) With a copy to: NBC Law 675 Third Avenue, Floor 8 New York, NY 10017 Attn: Elliot Lee (elee@nbclaw.com)	Petition Date
	Langdon Place of Dover	Sunbridge Healthcare, LLC	Dover SNF Opco LLC	Black Mountain Peak Healthcare LLC 20 Hershel Terrace Monsey, NY 10952 Attn: Robert Rausman Email: rrausman@gmail.com With a copy to: NBC Law 675 Third Avenue, Floor 8 New York, NY 10017 Attn: Elliot Lee (elee@nbclaw.com)	Petition Date

<u>Lease Agreement</u>	<u>Facility</u>	<u>Debtor Party</u>	<u>Counterparty Name</u>	<u>Counterparty Address</u>	<u>Rejection Date</u>
	Langdon Place of Exeter;	Sunbridge Healthcare, LLC	Exeter SNF Opco LLC	Black Mountain Peak Healthcare LLC 20 Hershel Terrace Monsey, NY 10952 Attn: Robert Rausman (rrausman@gmail.com) With a copy to: NBC Law 675 Third Avenue, Floor 8 New York, NY 10017 Attn: Elliot Lee (elee@nbclaw.com)	Petition Date
	Langdon Place of Nashua Retirement and Rehabilitation Center	319 East Dunstable Road Operations LLC	Nashua SNF Opco LLC	Black Mountain Peak Healthcare LLC 20 Hershel Terrace Monsey, NY 10952 Attn: Robert Rausman (rrausman@gmail.com) With a copy to: NBC Law 675 Third Avenue, Floor 8 New York, NY 10017 Attn: Elliot Lee (elee@nbclaw.com)	Petition Date
	Mineral Springs of North Conway	Sunbridge Clipper Home	North Conway SNF Opco LLC	Black Mountain Peak Healthcare LLC 20 Hershel Terrace	Petition Date

<u>Lease Agreement</u>	<u>Facility</u>	<u>Debtor Party</u>	<u>Counterparty Name</u>	<u>Counterparty Address</u>	<u>Rejection Date</u>
	Retirement and Rehabilitation Center	of North Conway, LLC		<p>Monsey, NY 10952 Attn: Robert Rausman (rrausman@gmail.com)</p> <p>With a copy to:</p> <p>NBC Law 675 Third Avenue, Floor 8 New York, NY 10017 Attn: Elliot Lee (elee@nbclaw.com)</p>	
	Wolfeboro Bay Springs Retirement and Rehabilitation Center	Sunbridge Clipper Wolfeboro, LLC	Wolfeboro SNF Opco LLC	<p>Black Mountain Peak Healthcare LLC 20 Hershel Terrace Monsey, NY 10952 Attn: Robert Rausman (rrausman@gmail.com)</p> <p>With a copy to:</p> <p>NBC Law 675 Third Avenue, Floor 8 New York, NY 10017 Attn: Elliot Lee (elee@nbclaw.com)</p>	Petition Date
House Sublease dated April 1, 2025	N/A	319 East Dunstable Road Operations, LLC	Shelby Brown and Alexander MacNeil III	319 East Dunstable Road Nashua, NH 03062	Petition Date

<u>Lease Agreement</u>	<u>Facility</u>	<u>Debtor Party</u>	<u>Counterparty Name</u>	<u>Counterparty Address</u>	<u>Rejection Date</u>
Master Lease dated November 3, 2010, as amended by (i) that certain First Amendment to Master Lease dated as of December 1, 2012, (ii) that certain Second Amendment to Master Lease dated February 2, 2015, (iii) that certain Third Amendment to Master Lease dated July 29, 2016, (iv) that certain Fourth Amendment to Master Lease dated April 1, 2017, (v) that certain Fifth Amendment to Master Lease dated May 5, 2017, (vi) that certain Sixth Amendment to Master Lease dated March 6, 2018, (vii) that certain Seventh Amendment to Master Lease dated April 1, 2018, (viii) that certain Eighth Amendment to Master Lease dated June 1, 2018, (ix) that certain Ninth Amendment to Master Lease dated June 29, 2018, (x) that certain Tenth Amendment to Master Lease dated December 12, 2018, and (xi) that certain Eleventh Amendment to Master Lease dated December 21, 2018 (as subsequently amended,	The Elms Center	Harborside New Hampshire Limited Partnership	New Hampshire Holdings, LLC	Sabra Health Care REIT, Inc. 1781 Flight Way Tustin, CA 92782 With a copy to: Sherry Meyerhoff Hanson & Crance LLP 610 Newport Center Drive, Suite 270 Newport Beach, CA 92660-6443 Attention: Kevin L. Sherry, Esq (ksherry@calawyers.com)	Petition Date

<u>Lease Agreement</u>	<u>Facility</u>	<u>Debtor Party</u>	<u>Counterparty Name</u>	<u>Counterparty Address</u>	<u>Rejection Date</u>
modified, or restated, the " <u>SABRA Elms Lease</u> ")					
Sublease Agreement	The Elms Center	Harborside New Hampshire Limited Partnership	Milford SNF Opc, LLC	Black Mountain Peak Healthcare LLC 20 Hershel Terrace Monsey, NY 10952 Attn: Robert Rausman (rrausman@gmail.com) With a copy to: NBC Law 675 Third Avenue, Floor 8 New York, NY 10017 Attn: Elliot Lee (elee@nbclaw.com)	Petition Date
Master Sublease Agreement dated December 22, 2022 (the " <u>Pittsburgh Sublease</u> ")	Pittsburgh Skilled Nursing and Rehabilitation Center [CLOSED]	550 South Negley Avenue Operations LLC	Integra WIP Tenant LLC	Integra Health Properties LLC 351 Spook Rock Rd Suffern, New York 10901 Attn: David Gefner (dg@perigrove.com) With a copy to: Gutnicki LLP 4711 Golf Road, Suite 200 Skokie, Illinois 60076 Attn: Aaron Rokach (arokach@gutnicki.com)	Petition Date

<u>Lease Agreement</u>	<u>Facility</u>	<u>Debtor Party</u>	<u>Counterparty Name</u>	<u>Counterparty Address</u>	<u>Rejection Date</u>
Sublease Termination Agreement dated July 20, 2023	Powerback Rehabilitation of Lafayette; Powerback Rehabilitation of Lakewood; Manor Care of Boulder; Manor Care of Denver	Genesis PM CO Operations LLC	Integra WIP Tenant LLC	Integra Health Properties LLC 351 Spook Rock Rd Suffern, New York 10901 Attn: David Gefner (dg@perigrove.com) With a copy to: Gutnicki LLP 4711 Golf Road, Suite 200 Skokie, Illinois 60076 Attn: Aaron Rokach (arokach@gutnicki.com)	Petition Date
Amendment to Sublease Termination Agreement dated December 27, 2023	Powerback Rehabilitation of Lafayette; Powerback Rehabilitation of Lakewood; Manor Care of Boulder; Manor Care of Denver	Genesis PM CO Operations LLC	Integra WIP Tenant LLC	Integra Health Properties LLC 351 Spook Rock Rd Suffern, New York 10901 Attn: David Gefner (dg@perigrove.com) With a copy to: Gutnicki LLP 4711 Golf Road, Suite 200 Skokie, Illinois 60076 Attn: Aaron Rokach (arokach@gutnicki.com)	Petition Date