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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE 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 Nos. 117, 2204 and
	§	2590
	§	

**SUPPLEMENTAL OBJECTION AND RESERVATION OF RIGHTS OF ALTIRA
PARTIES TO DEBTORS' SALE MOTION**

Altira Health Group LLC and its affiliates identified on **Exhibit A** (collectively, the “Altira Parties”)² hereby object and reserve their rights (the “Objection”) with respect to the Sale Motion (as defined herein) and the *Notice of Further Rescheduled Hearing Regarding Adequate Assurance of Future Performance for Certain Unexpired Leases Proposed to be Assumed and Assigned*

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 The Altira Parties previously filed responses (together, the “Joint Responses”) to the Debtors’ initial sale motion, which responses were filed jointly with Aviate Healthcare Group LLC and its respective affiliates (the “Aviate Parties”) [Docket No. 1336 and 1471]. The Aviate Parties have no interest in the PA 22 Facilities, with their sole interest in the Debtors’ facilities being the Debtors’ skilled nursing facility located in Piscataway, NJ 08854 and commonly known as “ACCElerate Skilled Nursing & Rehabilitation Center Piscataway.” The Aviate Parties are not parties to this Objection, but reassert their positions asserted in the Joint Responses.

Pursuant to the Sale Order [Docket No. 2750] (the “Rescheduled Adequate Assurance Notice”) as follows:

Introduction

The Altira Parties are parties to contracts and leases with certain of the Debtors regarding the Debtors’ January 2025 agreement to transfer the operations of twenty-two facilities in Pennsylvania.

In previous objections and reservations of rights to the Sale Motion, the Altira Parties raised concerns regarding provision of adequate assurance of future performance by any assignee of the Debtors’ contracts or leases with the Altira Parties. It appears that 101 W State Street Holdings, LLC (“WSSH”), the successful bidder at auction for substantially all of the Debtors’ assets, has designated the Debtors’ interests in the leases at the twenty-two Pennsylvania facilities (the “PA 22 Facilities”) for assumption and assignment to WSSH.

To the extent WSSH does wish to have the Debtors assume and assign the Debtors’ leasehold interests in the PA 22 Facilities, the Altira Parties reiterate their objections to such assumption and assignment. After review of the adequate assurance information package (the “Adequate Assurance Information Package”) furnished by WSSH,³ the Altira Parties’ prior concerns regarding adequate assurance of future performance remain, and new concerns have arisen with respect to the proposed sale to WSSH.⁴ This Objection is filed to ensure that the Altira

³ As noted in footnote 3 to the *Notice of Rescheduled Hearing Regarding Adequate Assurance of Future Performance for Certain Unexpired Leases Proposed to be Assumed and Assigned Pursuant to the Sale Order* [Docket No. 2649], the Debtors failed to include the Altira Parties in the original *Notice of Hearing Regarding Adequate Assurance of Future Performance for Certain Unexpired Leases Proposed to be Assumed and Assigned Pursuant to the Sale Order on April 22, 2026 at 9:30 a.m. (Central Time)* [Docket No. 2591] (the “Original Adequate Assurance Notice”).

⁴ The Rescheduled Adequate Assurance Notice pertains solely to adequate assurance of future performance for certain unexpired leases proposed to be assumed and assigned pursuant to the Sale Order (defined below). The Altira Parties are also parties to certain executory contracts with the Debtor. It is the Altira Parties’ position that those executory contracts are integrated with the PA 22 Leases (defined below). Because the Rescheduled Adequate Assurance Notice does not pertain to executory contracts, the Altira Parties reserve all rights thereunder.

Parties are not prejudiced by any sale of the Debtors' assets or assumption and assignment of the relevant leases.

Background

I. The Chapter 11 Cases, Sale Motion, and Adequate Assurance Notice

1. On July 9, 2025 (the "Petition Date"), each Debtor commenced a chapter 11 case (the "Bankruptcy Case") in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "Court"). 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.

2. On July 15, 2025, the Debtors filed the *Debtors' Motion For Entry of an Order (I) Approving Bidding Procedures and Expense Reimbursement, (II) Approving the Debtors' Entry into the Stalking Horse APA, (III) Scheduling Certain Dates and Deadlines, (IV) Approving the Form and Manner of Notice Thereof, (V) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases, (VI) Authorizing the Assumption and Assignment of Assumed Contracts, and (VII) Authorizing the Sale of Assets* [Docket No. 117] (the "Sale Motion").

3. As set forth in the Sale Motion, the Debtors sought approval of the sale of substantially all of their assets, along with the procedures for competitive bidding and sale related notices and hearings.

4. On August 28, 2025, the Court entered its *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. 685] (the “Bid Procedures Order”), as continued by the *Agreed Order (I) Approving Amended and Restated Bidding Procedures for the Submission, Receipt, and Analysis of Bids in Connection with the Sale of the Debtors’ Assets, and (II) Scheduling Certain Auction Dates and Deadlines* [Docket No. 1989] (the “Amended Bidding Procedures Order”).

5. The Altira Parties, together with Aviate Healthcare Group LLC and its respective affiliates, filed objections to the Sale Motion [Docket Nos. 1336, 1471] (together, the “Prior Altira Objections”), preserving all rights regarding their interests under the leasing, management, consulting arrangements, and operations transfer agreements for the PA 22 Facilities and the nursing facility located in Piscataway, New Jersey.

6. At the auction of the Debtors’ assets, WSSH was designated as the winning bidder, and Genie 3 Partners, LLC was designated as the back-up bidder [Docket No. 2099]. The Court then entered the *Order (I) Approving the Asset Purchase Agreement Between the Debtors and 101 W State Street Holdings LLC; (2) Authorizing the Sale of Substantially All of the Debtors’ Assets Free and clear of Liens, Claims, Interests and Encumbrances; (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection Therewith; and (IV) Granting Related Relief* [Docket No. 2204] (the “Sale Order”). As relevant here, the Sale Order specifically preserves various objections in all respects, including the Prior Altira Objections. See Docket No. 2204 at ¶ 3 and Exhibit B.

7. On April 10, 2026, the Debtors filed the Original Adequate Assurance Notice with this Court. Among other things, the Original Adequate Assurance Notice required certain counterparties to the Debtors’ contracts and leases to file renewed adequate assurance objections by April 17, 2026 and provided that an Adequate Assurance Information Package “will be made

available” to the Applicable Lease Counterparties (as defined therein).⁵ The Altira Parties were not named as Applicable Lease Counterparties in the Original Adequate Assurance Notice.

8. On May 21, 2026, the Debtors filed the Rescheduled Adequate Assurance Notice. The Rescheduled Adequate Assurance Notice named the Altira Parties as “Pending Adequate Assurance Lease Counterparties” and stated that the Altira Parties had until June 2, 2026, to file a renewed objection to the assumption and assignment to WSSH of the Altira Parties’ agreements with the Debtors.

9. The Altira Parties have been negotiating with WSSH regarding potential terms for assignment of the Debtors’ leasehold interests in the PA 22 Facilities to WSSH. However, the parties have not reached an agreement and this Objection is filed to preserve all rights.

II. The PA22 Facilities and the PA 22 Transaction

10. In January 2025, the PA 22 Existing Operators and Genesis Healthcare, Inc. (“Genesis”), on the one hand, and the PA 22 New Operators and Altira Health Group, LLC (“Altira”), on the other, entered into that certain Operations Transfer Agreement (the “PA 22 OTA”) to effect a unified, prepetition transaction (the “PA 22 Transaction”) for the transfer of operations of the PA 22 Facilities to the Altira Parties and the PA 22 New Operators.⁶

11. Pursuant to the PA 22 OTA, the parties agreed that, upon satisfaction of certain conditions, the PA 22 Existing Operators would transfer operations of the PA 22 Facilities to the PA 22 New Operators. Without limitation to any terms of the agreement, the PA 22 OTA generally provides that the PA 22 New Operators do not assume any liabilities with respect to the Debtors’

⁵ See *supra* note 3.

⁶ The “PA 22 Existing Operators” are identified in Exhibit A as all Debtors under the heading “Debtor/Existing Operator” *other than* Debtor Skiles Avenue and Sterling Drive Urban Renewal Operations LLC. The “PA 22 New Operators” are identified in Exhibit A under the heading “New Operator/Manager Altira/Aviate Parties” *other than* 10 Sterling Drive Opco LLC. The “PA 22 Facilities” are identified in Exhibit A under the heading “Facility Name” *other than* ACCElerate Skilled Nursing & Rehabilitation Center Piscataway, which is in New Jersey.

operation of the PA 22 Facilities, and the PA 22 Existing Operators and Genesis indemnify the PA 22 New Operators with respect to any such liabilities.

12. Contemporaneous with the execution of the PA 22 OTA, the parties executed certain lease agreements and assignments with respect to the PA 22 Facilities (the “PA 22 Leases”), including that certain Assignment and Assumption of Lease (the “Original Master Sublease Assignment”). The Original Master Sublease Assignment facilitated the PA 22 Existing Operators’ temporary operation of the PA 22 Facilities pending the closing of the PA 22 OTA. To do so, Integra WIP Tenant LLC (“Integra”) assigned to the PA 22 New Operators its rights and obligations under the original master sublease between Integra, as sublessor, and Genesis PM PA LLC, as sublessee (the “Original Master Sublease”). Under the Original Master Sublease, Genesis executed a guaranty for the prompt payment and performance of the PA 22 Existing Operators’ obligations thereunder in favor of Integra (the “Genesis Guaranty”). The Genesis Guaranty continues irrespective of any assignment or transfer of the PA 22 Existing Operators’ interest under the Original Master Sublease. By virtue of the Original Master Sublease Assignment, the Genesis Guaranty continues in favor of the PA 22 New Operators.

13. Pursuant to these transactions, the PA 22 New Operators have provided a temporary sub-sublease of the PA 22 Facilities to Debtor Genesis PM PA Operations LLC, which in turn sub-subleases the PA 22 Facilities to the PA 22 Existing Operators until the closing of the PA 22 OTA.⁷

⁷ These transactions are more particularly described in the PA 22 OTA and the Assignment and Assumption of Lease dated January 1, 2025, by and between Integra WIP Tenant LLC, as assignor, the PA 22 New Operators, as assignees, and the Master Sublessee, as sublessee. As used herein, the term “PA 22 Sub-Subleases” shall mean, collectively, together with any documents related thereto, (i) that certain Sublease Agreement dated as of December 22, 2022, by and between Integra WIP Tenant LLC, as sublessor, and Genesis PM PA Operations LLC, as sublessee, as amended by that certain First Amendment to Sublease Agreement dated as of November 1, 2024, as further amended by that certain Lease Division and Second Amendment to Sublease Agreement dated as of January 1, 2025 (as otherwise amended, supplemented, or otherwise modified from time to time), and as assigned pursuant the PA 22 Lease Assignment, and (ii) that certain that certain Amended and Restated Sub-Sublease Agreement, dated as of January 1,

14. Pursuant to that certain Consulting Agreement dated January 1, 2025 (the “PA 22 Consulting Agreement” and, together with the PA 22 OTA and the PA 22 Leases, the “PA 22 Agreements”), Altira provides certain consulting services to the PA 22 Existing Operators. The PA 22 Existing Operators pay a fee to Altira for its services under the PA 22 Consulting Agreement.

15. The combined effect of the PA 22 Agreements was a unitary transaction whereby, following receipt of various conditions precedent and the closing of the PA 22 OTA, the Altira Parties would be the sole tenants and operators of the PA 22 Facilities, and the Debtors would have no further obligations regarding, or interests in, those facilities.

16. As of the filing of this Objection, the conditions to the transfer of the PA 22 Facilities to the PA 22 New Operators have not yet been satisfied first, because of the Debtors’ failure to satisfy certain material closing conditions and, second, by the consequences of the Bankruptcy Case.

17. Amounts due and owing by the Debtors to the PA 22 New Operators and Altira under the PA 22 OTA, PA 22 Consulting Agreement, and PA 22 Sub-Subleases, and any other related agreements among the parties, continue to accrue. Without limitation, per state court documents filed on behalf of a building contractor, Genesis failed to pay balances totaling over \$1 million to the contractor for work at two facilities, which failure resulted in liens being filed against the facilities.⁸

2025 but effective as of December 22, 2022 (as otherwise amended, supplemented, or otherwise modified from time to time), by and between Genesis PM PA Operations LLC, as sub-sublessor, and the PA 22 Existing Operators, as sub-sublessees.

⁸ The two facilities are the Montgomeryville facility (lien filed in the amount of \$255,679.54) and the Huntingdon Valley facility (lien in the amount of \$881,601.21).

18. All amounts due and owing by the Debtors PA 22 Agreements and all defaults thereunder must be cured fully by the Debtors or WSSH in order for the Debtors to assume and assign their interests in the PA 22 Facilities, including the leasehold interests therein.

Objection

19. The PA 22 Agreements are an integrated unexpired lease and executory contract within the meaning of 11 U.S.C. § 365. Pursuant to sections 365(b)(1) and (f)(2) of the Bankruptcy Code, a debtor-in-possession that seeks to assume or assign an executory contract must (a) cure, or provide adequate assurance that it will promptly cure, any defaults in the executory contract, (b) compensate the counterparty to the executory contract for any actual pecuniary loss to such party resulting from such defaults, and (c) provide adequate assurance of future performance under such contract. As such, the assumption and assignment of the PA 22 Agreements require satisfaction of the above conditions listed in sections 365(b)(1) and (f)(2) of the Bankruptcy Code. The burden to prove adequate assurance of future performance falls squarely on the Debtors. *In re Texas Health Enterprises, Inc.*, 246 B.R. 832, 835 (Bankr. E.D. Tex. 2000).

20. The materials provided in the Adequate Assurance Information Package militate against WSSH's adequate assurance of future performance under the PA 22 Leases. The Altira Parties thus object to the proposed sale to WSSH to the extent that it leaves them without adequate assurance that WSSH will perform all obligations under the PA 22 Leases.

I. The information provided in the Adequate Information Package is insufficient to allow a determination as to adequate assurance of future performance.

21. The Adequate Assurance Information Package precludes any realistic determination as to WSSH's adequate assurance of future performance under the PA 22 Leases. As a prerequisite to obtaining the Adequate Assurance Information Package, the Altira Parties

entered an NDA regarding the information contained therein. Due to their confidentiality obligations, the Altira Parties simply state that the information regarding WSSH's future performance under the leases proposed to be assumed is cursory, at best. Issues that drove the Debtors into bankruptcy remain unaddressed. Projections regarding future financial performance are unsupported. Accordingly, the Debtors and WSSH have failed to meet their burden to establish adequate assurance of future performance.

II. To the extent the Adequate Assurance Information Package allows a determination of adequate assurance, WSSH cannot provide adequate assurance of future performance based on the disclosures provided therein.

22. Based on even the limited materials provided in the Adequate Assurance Information Package, the Altira Parties do not believe WSSH can give adequate assurance of future performance. The financial projections therein are overly optimistic assumptions that are inconsistent with past performance of the facilities WSSH has proposed to acquire. Notwithstanding WSSH's experience in managing skilled nursing facilities, the proposed sale to WSSH would almost quadruple the size of its portfolio and significantly expand its geographic reach. Even the cursory information contained in the Adequate Assurance Information Package suggests that WSSH cannot provide adequate assurance of future performance of the leases it intends to assume. The Debtors have failed to meet their burden to establish adequate assurance of future performance.

III. Under 11 U.S.C. § 365(l), adequate assurance of future performance of the PA 22 Leases requires that WSSH provide a guaranty to secure the various obligations thereunder.

23. Adequate assurance of future performance under the PA 22 Agreements specifically involves, without limitation, any third-party guarantees provided thereunder, including the Genesis Guaranty. Section 365(l) of the Bankruptcy Code provides the following:

If an unexpired lease under which the debtor is the lessee is assigned pursuant to this section, the lessor of the property may require a deposit or other security for the performance of the debtor's obligations under the lease substantially the same as would have been required by the landlord upon the initial leasing to a similar tenant.

11 U.S.C. § 365(l). Pursuant to the Original Master Sublease Assignment, the PA 22 New Operators were assigned all of Integra WIP Tenant LLC's right, title and interest as sublessor under the Original Master Sublease. Accordingly, pursuant to the Original Master Sublease Assignment, the Genesis Guaranty continues for the benefit of the PA 22 New Operators.

24. The Genesis Guaranty provides the Altira Parties material security within the larger PA 22 Transaction. Should the Debtors assume the PA 22 Leases without similar provisions for third-party guarantees in the contemplated sale to WSSH, WSSH cannot provide the requisite adequate assurance of future performance.

25. The Altira Parties thus demand the provision of new security as a condition to the assumption and assignment of the PA 22 Leases. *See In re Hathaway*, 401 B.R. 477, 487 (Bankr. W.D. Wash. 2009). Because section 365(l) of the Bankruptcy Code permits lessors to require security "substantially the same as would have been required by the landlord upon the initial leasing to a similar tenant" when a lease is assigned, the Altira Parties request that a credit-worthy affiliate of WSSH enter a new guaranty securing WSSH's obligations under the PA 22 Agreements or that WSSH provide the Altira Parties with a substantial deposit in an amount satisfactory to the Altira Parties to backstop WSSH's obligations under the PA 22 Agreements.

Reservation of Rights

26. The Altira Parties will continue to work with the Debtors and WSSH to resolve all issues raised in this Objection, which is filed to ensure that the Altira Parties are not prejudiced by any sale of the Debtors' assets or assumption and assignment of any relevant agreements and to

preserve all rights and remedies. The Altira Parties reserve the right to raise further objections to the proposed assumption and assignment at any time.

27. The Altira Parties do not release or waive any claim, right or remedy arising under the Altira Agreements, the Bankruptcy Code, or other applicable law. Without limitation, the Altira Parties expressly reserve the right to assert that amounts due and owing to them are administrative expense claims under section 503 of the Bankruptcy Code and to exercise any setoff and recoupment rights against the Debtors or any other party.

Dated: June 2, 2026

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Respectfully submitted,

/s/ Jay R. Bender

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**ATTORNEYS FOR THE ALTIRA
PARTIES**

CERTIFICATE OF SERVICE

I hereby certify that on June 2, 2026, a true and correct copy of the foregoing document was served by the Court's CM/ECF system on all counsel of record registered in the above-captioned chapter 11 cases through CM/ECF.

/s/ Jay R. Bender

Jay R. Bender

EXHIBIT A

Summary of Relationships with Debtors

<u>Facility Name</u>	<u>Facility Address</u>	<u>Real Property Owner</u>	<u>Debtor/ Existing Operator</u>	<u>New Operator/Manager Altira Parties</u>
<i>Abbeyville Skilled Nursing and Rehabilitation</i>	100 Abbeyville Rd, Lancaster, PA	100 Abbeyville Road PA Owner LLC	100 Abbeyville Road Operations LLC	100 Abbeyville Road Opco LLC
<i>Bethlehem North Skilled Nursing and Rehabilitation</i>	2029 Westgate Dr, Bethlehem, PA	2029 Westgate Drive PA Owner LLC	2029 Westgate Drive Operations LLC	2029 Westgate Drive Opco LLC
<i>Bethlehem South Skilled Nursing and Rehabilitation</i>	2021 Westgate Dr, Bethlehem, PA	2029 Westgate Drive PA Owner LLC	2021 Westgate Drive Operations LLC	2021 Westgate Drive Opco LLC
<i>Camp Hill Skilled Nursing and Rehabilitation</i>	1700 Market St, Camp Hill, PA	1700 Market Street PA Owner LLC	1700 Market Street Operations LLC	1700 Market Street Opco LLC
<i>Carlisle Skilled Nursing and Rehabilitation</i>	940 Walnut Bottom Rd., Carlisle, PA	940 Walnut Bottom Road PA Owner LLC	940 Walnut Bottom Road Operations LLC	940 Walnut Bottom Road Opco LLC
<i>Chambersburg Skilled Nursing and Rehabilitation</i>	1070 Stouffer Ave., Chambersburg, PA	1070 Stouffer Avenue PA Owner LLC	1070 Stouffer Avenue Operations LLC	1070 Stouffer Avenue Opco LLC
<i>Easton Skilled Nursing and Rehabilitation</i>	2600 Northampton St., Easton, PA	2600 Northampton Street PA Owner LLC	2600 Northampton Street Operations LLC	2600 Northampton Street Opco LLC
<i>Huntingdon Valley Skilled Nursing and Rehabilitation</i>	3430 Huntingdon Pike, Huntingdon Valley, PA	3430 Huntingdon Pike PA Owner LLC	3430 Huntingdon Pike Operations LLC	3430 Huntingdon Pike Opco LLC
<i>Inners Creek Skilled Nursing and Rehabilitation</i>	100 W Queen St., Dallastown, PA	100 West Queen Street PA Owner LLC	100 W Queen Street Operations LLC	100 West Queen Street Opco LLC
<i>Jersey Shore Skilled Nursing and Rehabilitation</i>	1008 Thompson St., Jersey Shore, PA	1008 Thompson Street PA Owner LLC	1008 Thompson Street Operations LLC	1008 Thompson Street Opco LLC

<u>Facility Name</u>	<u>Facility Address</u>	<u>Real Property Owner</u>	<u>Debtor/ Existing Operator</u>	<u>New Operator/Manager Altira Parties</u>
<i>King of Prussia Skilled Nursing and Rehabilitation</i>	600 W. Valley Forge Rd., King of Prussia, PA	600 West Valley Forge Road PA Owner LLC	600 W. Valley Forge Road Operations LLC	600 West Valley Forge Road Opco LLC
<i>Kingston Court Skilled Nursing and Rehabilitation</i>	2400 Kingston Ct., York, PA	2400 Kingston Court PA Owner LLC	2400 Kingston Court Operations LLC	2400 Kingston Court Opco LLC
<i>Laureldale Skilled Nursing and Rehabilitation</i>	2125 Elizabeth Ave., Laureldale, PA	2125 Elizabeth Avenue PA Owner LLC	2125 Elizabeth Avenue Operations LLC	2125 Elizabeth Avenue Opco LLC
<i>Lebanon Skilled Nursing and Rehabilitation</i>	900 Tuck St., Lebanon, PA	900 Tuck Street PA Owner LLC	900 Tuck Street Operations LLC	900 Tuck Street Opco LLC
<i>Montgomeryville Skilled Nursing and Rehabilitation</i>	640 Bethlehem Pike, Montgomeryville, PA	640 Bethlehem Pike PA Owner LLC	640 Bethlehem Pike Operations LLC	640 Bethlehem Pike Opco LLC
<i>Pottstown Skilled Nursing and Rehabilitation</i>	724 N. Charlotte St., Pottstown, PA	724 North Charlotte Street PA Owner LLC	724 N Charlotte Street Operations LLC	724 North Charlotte St Opco LLC
<i>Sinking Spring Skilled Nursing and Rehabilitation</i>	3000 Windmill Rd., Sinking Spring, PA	3000 Windmill Road PA Owner LLC	3000 Windmill Road Operations LLC	3000 Windmill Road Opco LLC
<i>Sunbury Skilled Nursing and Rehabilitation</i>	901 Court Street, Sunbury, PA	800 Court Circle PA Owner LLC	800 Court Street Circle Operations LLC	901 Court Street Opco LLC
<i>Wallingford Skilled Nursing and Rehabilitation</i>	115 S. Providence Road, Wallingford, PA	115 South Providence Road PA Owner LLC	115 S Providence Road Operations LLC	115 South Providence Road Opco LLC
<i>West Reading Skilled Nursing and Rehabilitation</i>	425 Buttonwood St., West Reading, PA	425 Buttonwood Street PA Owner LLC	425 Buttonwood Street Operations LLC	425 Buttonwood Street Opco LLC
<i>York North Skilled Nursing and Rehabilitation</i>	1770 Barley Rd., York, PA	1770 Barley Road PA Owner LLC	1770 Barley Road Operations LLC	1770 Barley Road Opco LLC

<u>Facility Name</u>	<u>Facility Address</u>	<u>Real Property Owner</u>	<u>Debtor/ Existing Operator</u>	<u>New Operator/Manager Altira Parties</u>
<i>York South Skilled Nursing and Rehabilitation</i>	200 Pauline Dr., York, PA	200 Pauline Drive PA Owner LLC	200 Pauline Drive Operations LLC	200 Pauline Drive Opco LLC
<i>ACCErate Skilled Nursing & Rehabilitation Center Piscataway</i>	10 Sterling Drive, Piscataway, NJ 08854	10 Sterling Drive NJ Owner LLC	Skiles Avenue and Sterling Drive Urban Renewal Operations LLC	10 Sterling Drive Opco LLC