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

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

Signed October 13, 2026

United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

In re:	Chapter 11
INSPIRED HEALTHCARE CAPITAL HOLDINGS, LLC, *et al.*[1]	Case No. 26-90004 (MXM)
	(Jointly Administered)
Debtors.	

ORDER (A) APPROVING SALE OF (I) SALTERRA AT CHESTERFIELD (CHESTERFIELD, MI), AND (II) MARIELLA OF LAKE ORION (LAKE ORION, MI), (B) AUTHORIZING ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (C) GRANTING RELATED RELIEF

Upon consideration of the *Debtors' Motion for the Entry of an Order (I) Establishing Bid Procedures, (II) Scheduling Certain Dates and Deadlines With Respect Thereto, (III) Authorizing*

[1] The last four digits of Inspired Healthcare Capital Holdings, LLC's federal tax identification number are 6696. There are 161 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/InspiredHealthcare. The Debtors' mailing address is 7033 East Greenway Parkway, Suite 250, Scottsdale, AZ 85254.

the Debtors to Enter Into a Stalking Horse Agreement and Provide Bid Protections, (IV) Approving The Form and Manner of Notice Thereof, (V) Establishing Notice And Procedures For The Assumption and Assignment of Contracts and Leases and (VI) Granting Related Relief [Dkt. No. 99] (the "Motion");[2] for entry of an order (this "Order") and the Court having found that it has 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 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 the Court having considered the Motion, as it pertains to the sale of the Acquired Assets (as defined below) of (a) Inspired Senior Living of Chesterfield DST, (b) Inspired Senior Living of Lake Orion DST, (c) Inspired Senior Living of Chesterfield MT, LLC, and (d) Inspired Senior Living of Lake Orion MT, LLC (collectively, the "Selling Debtors"), the arguments of counsel and the evidence presented at the hearing on the Motion on September 22 and 29, 2026 (the "Sale Hearing"), the *Declaration of M. Benjamin Jones in Support of the Debtors' Chapter 11 Petitions and First Day Pleadings* [Dkt. No. 33] (the "First Day Declaration"), the declaration of David Fulkerson in support of Sale Transactions[3] [Dkt. No. 1686], the declaration of Epiq Corporate Restructuring

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[2] Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the APA (defined below), the Motion, or the Bid Procedures (defined below), as applicable.

[3] *Declaration of Manager of Conscious Senior Living Management, LLC In Support Of The Debtors' Motion For The Entry of an Order (I) Establishing Bid Procedures, (II) Scheduling Certain Dates and Deadlines With Respect Thereto, (III) Authorizing The Debtors To Enter Into a Stalking Horse Agreement and Provide Bid Protections, (IV) Approving the Form And Manner of Notice Thereof, (V) Establishing Notice and Procedures for the Assumption And Assignment of Contracts and Leases, and (VI) Granting Related Relief*.

LLC regarding service of Sales Transaction notices[4] (the "Epiq Declaration") [Dkt. No. 1693], and the entire record; and the Court having found that the relief requested in the Motion is in the best interests of the Selling 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

FOUND AND DETERMINED THAT:

A. The findings of fact and conclusions of law set forth in this Order constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to these proceedings pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are hereby adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are hereby adopted as such. Any findings of fact or conclusions of law stated by the Court on the record at the Sale Hearing are hereby incorporated, to the extent they are not inconsistent with this Order.

B. In accordance with the bid procedures attached as Exhibit 1 to the Bid Procedures Order (as defined below) (the "Bid Procedures"), on July 14, 2026, the Debtors filed a notice with this Court identifying SYMPO 2026, LLC, a Delaware limited liability company ("SYMPO"), as the stalking horse bidder for the Acquired Assets of the Selling Debtors [Dkt. No. 1090]. On September 10, 2026, the Debtors filed the Post-Auction Notice [Dkt. No. 1577], identifying Conscious Senior Living Management, LLC as the successful bidder (the "Successful Bidder"), being the highest or otherwise best bid for the Acquired Assets (the "Successful Bid" and the

[4] *Supplemental Declaration of Alex Warso In Support Of The Debtors' Motion For The Entry Of An Order (I) Establishing Bid Procedures, (II) Scheduling Certain Dates And Deadlines With Respect Thereto, (III) Authorizing The Debtors To Enter Into A Stalking Horse Agreement And Provide Bid Protections, (IV) Approving The Form And Manner Of Notice Thereof, (V) Establishing Notice And Procedures For The Assumption And Assignment Of Contracts And Leases, And (VI) Granting Related Relief.*

transaction contemplated thereby, the "Sale Transaction") and attaching that certain Asset Purchase Agreement dated as of August 20, 2026, along with all schedules and exhibits (as amended, supplemented, or otherwise modified, and including all attachments thereto, the "APA"), by and among the Selling Debtors, as "Sellers," and the Successful Bidder, as "Buyer." A copy of the APA is attached hereto as **Exhibit 1** and is incorporated herein by reference. The Post-Auction Notice identified PHosh LLC as the Back-Up Bidder for the assets relating to the Mariella of Lake Orion (Lake Orion, MI) Community, and identifying SYMPO as the Back-Up Bidder (each, a "Back-Up Bidder") for the assets relating to the Salterra at Chesterfield (Chesterfield, MI) Community. The Asset Purchase Agreement with SYMPO dated as of July 13, 2026, is attached hereto as **Exhibit 2**, and the Asset Purchase Agreement with PHosh LLC dated as of August 31, 2026, is attached hereto as **Exhibit 3**, and are incorporated herein by reference.

C. This Court has jurisdiction to hear and determine the Motion, and over the Selling Debtors, the Selling Debtors' estates, and the Acquired Assets pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

D. The statutory and legal bases for the relief requested in the Motion are sections 105(a), 363(b), 363(f), 363(k), 363(m), 365, 503, and 507 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 6004, 6006, 9007, 9008, 9013 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and the Local Rules of the United States Bankruptcy Court for the Northern District of Texas (the "Local Rules").

E. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Rules 4001(a)(3), 6004(h), 6006(d), or any other applicable Bankruptcy Rules, and to any extent necessary under Rule 9014 of the Bankruptcy Rules and Rule 54(b) of the

Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Order,

F. Following a hearing held on March 20, 2026 (the "Bid Procedures Hearing"), this Court entered its *Order Granting Debtors' Motion for the Entry of an Order (I) Establishing Bid Procedures, (II) Scheduling Certain Dates and Deadlines with Respect Thereto, (III) Authorizing the Debtors to Enter into a Stalking Horse Agreement and Provide Bid Protections, (IV) Approving the Form and Manner of Notice Thereof, (V) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases and (VI) Granting Related Relief* [Dkt. No. 465] (the "Bid Procedures Order") on April 13, 2026.

G. Certain of the Selling Debtors are Delaware statutory trusts (each, a "DST Seller") formed under the Delaware Statutory Trust Act, 12 Del. C. § 3801 et seq. (the "DST Act"). Each DST Seller holds legal title to the real property on which a senior living community ("Senior Living Communities" or "Communities," and each, a "Community") is located, as well as certain operating assets related to such Community. Each DST Seller is managed by a signatory trustee (each, a "Signatory Trustee"), which is a limited liability company wholly owned by Inspired Healthcare Capital Holdings, LLC ("Holdings"). Pursuant to section 5.03 of the applicable Trust Agreement,[5] any sale or other conveyance of the Trust Property (as defined in the Trust Agreement) by the Signatory Trustee made pursuant to the terms of the Trust Agreement shall bind the applicable DST Seller and the investors in such DST Seller (the "DST Investors") and be effective to transfer or convey all rights, title, and interest of the DST Sellers and the DST Investors in and to the Trust Property.

[5] "Trust Agreement" refers to the trust agreement governing each applicable DST Seller.

H. Certain of the Selling Debtors are limited liability companies that serve as master tenants (each, a "Master Tenant Seller") under master lease agreements with the DST Sellers (the "Master Leases"). Each Master Tenant Seller subcontracts management responsibilities to third-party management companies (each, a "Third-Party Manager") and, with respect to nearly all Senior Living Communities, holds contracts with residents of the applicable Community (the "Resident Agreements"). With respect to each Community contemplated under the APA, the operating licenses required by applicable state or local law to operate the Community (the "Operating Licenses") are held by the applicable Master Tenant Seller. The Master Tenant Sellers are wholly owned subsidiaries of Holdings.

I. The Acquired Assets constitute property of the Selling Debtors' estates and title thereto is vested in the Selling Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. The Selling Debtors have the exclusive right and power to transfer good title to the Acquired Assets to the Successful Bidder, subject to the provisions of the Bankruptcy Code and this Order. No other person or entity has any ownership right, title, or interest in the Acquired Assets that would prevent or restrict the Sale Transaction or the transfer of the Acquired Assets to the Successful Bidder free and clear of all Liens other than Permitted Liens and Assumed Liabilities pursuant to this Order. The Selling Debtors have articulated good and sufficient reasons for this Court to grant the relief requested in the Motion.

J. Notice of the Motion, the Bid Procedures, the Auction, the APA, and the Sale Hearing was provided as evidenced by the Epiq Declaration previously filed with the Court [Dkt. No. 1693].

K. Actual written notice of the Motion and a reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein have been afforded to the

following parties: (i) all entities known to have expressed an interest in a transaction with respect to some or all of the Acquired Assets; (ii) all entities known to have asserted any interest in or upon any of the Acquired Assets, including counsel to each Prepetition Secured Party;[6] (iii) all federal, state, and local regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief requested by the Motion, including the applicable Senior Living Regulatory Authority (as defined herein) in each state in which a Community is located; (iv) known counterparties to any unexpired leases or executory contracts that could potentially be assumed and assigned to a Successful Bidder; (v) the United States Trustee; (vi) the Internal Revenue Service; (vii) any governmental authority known to have a claim against any Selling Debtor; (viii) all environmental authorities having jurisdiction over any of the Acquired Assets; (ix) the Office of the Attorney General and Office of the Secretary of State in each state in which any Acquired Assets are held; (x) the Official Committee of Unsecured Creditors (the "Committee"); (xi) the Official Committee of Delaware Statutory Trust Investors (the "DST Committee" and together with the Committee, the "Committees"); (xii) the Securities and Exchange Commission (the "SEC"); (xiii) all parties entitled to notice pursuant to Bankruptcy Rule 2002; (xiv) all residents of each Community that is part of the Acquired Assets; (xv) counsel to the Successful Bidder; and (xvi) other persons or entities reasonably requested by a potential purchaser of the Acquired Assets (collectively, the "Notice Parties") [Dkt. Nos. 99 and 158].

L. In accordance with the provisions of the Bid Procedures Order, the Debtors served the Sale Notice on the Notice Parties within three (3) Business Days (or as soon as reasonably

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6 "Prepetition Secured Parties" shall have the meaning ascribed in the *Debtors' Emergency Motion (i) Authorizing (a) Postpetition Financing and (b) the Use of Cash Collateral, (ii) Granting Liens and Providing Superpriority Administrative Expense Claims, (iii) Granting Adequate Protection to Prepetition Secured Parties, (iv) Modifying the Automatic Stay, (v) Scheduling a Final Hearing, and (vi) Granting Related Relief* [Dkt. No. 28].

practicable thereafter) after the entry of the Bid Procedures Order (the "Mailing Date"), in accordance with Bankruptcy Rules 2002(a) and (c), by first-class mail or, for those parties who have consented to receive notice by the Electronic Case Files ("ECF") system, by ECF (collectively, the "Mailing Notice") [Dkt. No. 522]. Publication of the Sale Notice was made by publication in The Wall Street Journal on April 15, 2026, as evidenced by the Affidavit of Publication filed with the Court [Dkt. No. 1092].

M. The Sale Notice indicated the Sale Objection Deadline and the anticipated date of the Auction and Sale Hearing. On August 4, 2026, the Debtors filed the *Corrected Amended Notice of Auction and Sale Hearing and Related Deadlines for the Sale of Substantially all Debtors' Assets* ("Corrected Amended Notice of Auction and Sale Hearing") [Dkt. 1270] and caused it to be served [Dkt. Nos. 1372 and 1374]. The Corrected Amended Notice of Auction and Sale Hearing set the Sale Objection Deadline for August 20, 2026, the Auction, if any, for August 25, 2026, the Post-Auction Objection Deadline the later of August 28, 2026, at 4:00 p.m., prevailing Central Time and one (1) Business Day following the conclusion of the Auction, and the Sale Hearing for September 15, 2026. Publication of the Corrected Amended Notice of Auction and Sale Hearing was made by publication in The Wall Street Journal on August 7, 2026, as evidenced by the Affidavit of Publication filed with the Court [Dkt. No. 1348]. On September 9, 2026, the Debtors filed a notice of Status Hearing and Sale Hearing, indicating that the Debtors anticipate that the September 15, 2026 hearing will provide a status conference regarding the auction and sale process, with the Sale Hearing commencing on September 22, 2026, with any remaining sale related matters to be addressed at a hearing on September 29, 2026 [Dkt. No. 1563].

N. In accordance with the Bid Procedures Order, on April 14, 2026, the Debtors filed the *Notice to Contract Parties to Potentially Assumed Executory Contracts and Unexpired Leases*

[Dkt. No. 471] ("Initial Cure Notice"), on June 26, 2026, filed the *First Supplemental Notice to Contract Parties to Potentially Assumed Executory Contracts and Unexpired Leases* [Dkt. No. 940] (the "First Supplemental Notice"), on July 21, 2026, filed the Second Supplemental Notice to Contract Parties to Potentially Assumed Executory Contracts and Unexpired Leases [Dkt. No. 1171] (the "Second Supplemental Notice"), and on September 15, 2026, filed the *Third Supplemental Notice to Contract Parties to Potentially Assumed Executory Contracts and Unexpired Leases* [Dkt. No. 1657] (the "Third Supplemental Notice," and together with the Initial Cure Notice, the First Supplemental Notice and the Second Supplemental Notice, the "Cure Notices") and served the Cure Notices on all known counterparties to executory contracts and unexpired leases that potentially would be assumed and assigned in connection with a sale of the Acquired Assets [Dkt. Nos. 523, 982, 1073, 1184 and 1673]. The Cure Notices specified: (i) each of the Selling Debtors' executory contracts and unexpired leases that may be assumed and assigned in connection with the sale (the "365 Contracts"), including the name of each non-Debtor counterparty to such 365 Contracts (each, a "Counterparty"); (ii) the proposed amount necessary, if any, to cure all monetary defaults, if any, under the 365 Contracts (the "Cure Costs"); and (iii) the deadline by which any Counterparty shall have filed an objection to the Cure Costs or to assumption and assignment of the applicable 365 Contract.

O. Following the Auction, and in accordance with the Bid Procedures Order, the Debtors filed a notice [Dkt. No. 1577] (the "Post-Auction Notice") with this Court identifying the Successful Bidder at the Auction for the Acquired Assets. The Debtors caused the Post-Auction Notice to be served on all counterparties to executory contracts and unexpired leases that were identified by the Successful Bidder as a contract or lease that potentially would be assumed and assigned in connection with the Sale Transaction. The Post-Auction Notice contains (a) the

identification of such contracts or leases (the "Desired 365 Contracts"), (b) information necessary and appropriate to provide notice of the proposed assumption and assignment of Desired 365 Contracts, and (c) Cure Costs, to the extent amended from the Cure Notices.

P. The Cure Notices and the Post-Auction Notice provided each Qualified Bidder and each Counterparty with proper notice of the potential assumption and assignment of the 365 Contracts and any Cure Costs relating thereto and the procedures established by this Court and undertaken by the Debtors with regard to any Cure Costs satisfy section 365 of the Bankruptcy Code and Bankruptcy Rule 6006. Each Counterparty has had an opportunity to object to the Cure Costs.

Q. Each Counterparty has had an opportunity to object to the Successful Bidder's proposed adequate assurance of future performance. The Successful Bidder has provided adequate assurance of its future performance under the Desired 365 Contracts within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code.

R. The notices described above were good, sufficient, and appropriate under the circumstances, and no other or further notice of the Motion, Bid Procedures, Auction, Sale Hearing, Sale Transaction, Desired 365 Contracts, or Cure Costs, and all related deadlines, is or shall be required.

S. The APA and other documents and instruments related to and connected with the Sale Transaction (the "Transaction Documents") were all negotiated and entered into after arm's-length, good faith negotiations between the Selling Debtors, the Successful Bidder, and their respective counsel and advisors, and without collusion. None of the Selling Debtors, the Successful Bidder, or their respective representatives engaged in any conduct or acted in any improper manner

that would cause or permit the APA, any of the other Transaction Documents, or the Sale Transaction to be avoided under section 363(n) of the Bankruptcy Code.

T. In connection with the Debtors' consideration, negotiation, approval, and consummation of the Sale Transaction and the marketing and sale process leading thereto, James Calandra ("Calandra"), CRS Capstone Partners LLC ("Capstone"), Mark Andrews ("Andrews"), Trinity River Advisors, LLC ("Trinity River," and together with Calandra, Capstone, and Andrews, the "Independent Managers"), and M. Benjamin Jones, as Chief Restructuring Officer of the Debtors (the "CRO"), possessed and exercised independent authority with respect to the sale process and the Sale Transaction, including the authority to evaluate and pursue alternative transactions, negotiate the terms of the Sale Transaction, reject the Sale Transaction if they determined that it was not in the best interests of the Debtors and their estates, and approve or recommend approval of the Sale Transaction only after independently determining, in the exercise of their business judgment and consistent with their fiduciary duties, that the Sale Transaction was in the best interests of the Debtors and their estates. The Independent Managers and the CRO, acting with the advice of their legal and financial advisors, were fully informed regarding the material terms and circumstances of the Sale Transaction and the alternatives reasonably available to the Debtors, actively participated in and appropriately oversaw the sale process, and exercised their independent business judgment in good faith and in a manner they reasonably believed to be in the best interest of the Debtors and their estates. The Independent Managers and the CRO were disinterested and independent of all bidders, including the Successful Bidder, secured lenders, and other interested parties, considered alternatives and received sufficient information and had sufficient time to deliberate.

U. Based upon the foregoing and the evidentiary record before the Court, the Court finds that the Independent Managers and the CRO appropriately considered the interests of the Debtors and their estates and relevant stakeholders, evaluated the Sale Transaction and reasonably available alternatives thereto, and determined, after due consideration and consultation with their advisors, that the Sale Transaction represented the highest or otherwise best transaction reasonably available under the circumstances and was in the best interests of the Debtors and their estates. The Independent Managers and the CRO acted independently, disinterestedly, in good faith, and with due care in connection with the foregoing, appropriately and fully discharged and satisfied their fiduciary duties under applicable law with respect to the Sale Transaction and the sale process, and did not engage in any self-dealing, improper conduct, or breach of fiduciary duty in connection therewith. The decisions and actions of the Independent Managers and the CRO in connection with the Sale Transaction and the sale process constituted a reasonable exercise of their business judgment and are hereby approved.

V. Neither the Successful Bidder nor any of its affiliates or representatives are insiders of the Selling Debtors. Neither the Successful Bidder nor any Buyer Designee is an "insider" or "affiliate" of any Selling Debtor as those terms are defined in sections 101(31) and 101(2) of the Bankruptcy Code, and no common identity of directors, officers, managers, or controlling equity holders exists between the Successful Bidder or any Buyer Designee, on the one hand, and any Selling Debtor, on the other hand.[7] The Purchase Price was not controlled by any agreement among bidders.

[7] The Successful Bidder shall not designate a Buyer Designee that is an insider or affiliate of any of the Debtors, or that shares common directors, officers, managers, or controlling equity holders with any of the Debtors.

W. Without limiting the foregoing, the Successful Bidder complied with all the provisions in the Bid Procedures Order, and in proceeding with the Sale Transaction, the Successful Bidder did nothing to interfere with the Selling Debtors' ability to seek higher and better offers for the Acquired Assets. All terms and conditions of the APA and the Transaction Documents, including all payments to be made by the Successful Bidder, were fully disclosed to the Court and the Notice Parties.

X. Accordingly, the Successful Bidder is a "good faith purchaser" as that term is used in section 363(m) of the Bankruptcy Code and is hereby granted all of the protections and benefits provided to a good faith purchaser under such section. Reversal, modification, or vacatur by a subsequent order of the Bankruptcy Court or any other court of this Order or the authorization contained herein shall not affect the validity of the Sale Transaction and the consummation of the transactions contemplated under the APA and other Transaction Documents.

Y. The Debtors conducted an open, extensive, fair, and competitive marketing process consistent with the Bid Procedures. The Debtors solicited offers and noticed the Auction in accordance with the provisions of the Bid Procedures Order. The Auction was duly noticed, and the sale process was conducted in a diligent, non-collusive, fair, and good-faith manner. The Debtors: (i) afforded interested Qualified Bidders a full, fair, and reasonable opportunity to qualify as bidders and submit their highest or otherwise best offer for the Acquired Assets; (ii) provided potential bidders sufficient information to enable them to make an informed judgment on whether to bid for the Acquired Assets; and (iii) considered any Qualified Bids properly submitted in accordance with the Bid Procedures. A reasonable opportunity was given to any interested party to make a higher or otherwise better offer to purchase all or a portion of the Acquired Assets in accordance with the terms of the Bid Procedures.

Z. The APA constitutes the highest or otherwise best offer for the Acquired Assets and provides a greater recovery for the Selling Debtors' estates than would be provided by any other available alternative. The Debtors' determination, in consultation with the Consultation Parties, that the APA constitutes the highest or otherwise best offer for the Acquired Assets constitutes a valid and sound exercise of the Debtors' business judgment.

AA. The terms of the APA represent a fair and reasonable offer to purchase the Acquired Assets, including the Desired 365 Contracts, under the circumstances of these Chapter 11 Cases. No other person or entity or group of entities has offered to purchase the Acquired Assets for greater value to the Selling Debtors' estates than the Successful Bidder.

BB. Approval of the Motion and the consummation of the Sale Transaction contemplated thereby are in the best interests of the Selling Debtors, their estates, creditors of the Selling Debtors' estates, and other parties in interest.

CC. The Selling Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the Sale Transaction outside of a plan of reorganization, including, without limitation, the need to ensure the continued care of their residents and the need to preserve the value of the Selling Debtors' estates for all of their respective stakeholders.

DD. The consideration provided by the Successful Bidder pursuant to the APA is fair and adequate and constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, and the District of Columbia. The APA was not entered into, and the Sale Transaction will not be consummated, fraudulently or for the purpose of escaping liability for any of the Selling Debtors' debts, or for the purpose of hindering, delaying, or defrauding creditors of the Selling Debtors, and

neither the Selling Debtors nor the Successful Bidder has entered into the APA or is consummating the Sale Transaction contemplated thereby with any fraudulent or otherwise improper purpose.

EE. The Selling Debtors have full power and authority to execute and deliver the APA, the Transaction Documents, and all other documents contemplated thereby, and no further consents or approvals are required for the Selling Debtors to consummate the Sale Transaction, except as otherwise set forth in the APA. With respect to each DST Seller, the applicable Signatory Trustee has the power and authority under the applicable Trust Agreement and 12 Del. C. § 3801 et seq. to sell, convey, and transfer the Trust Property of the DST Seller on the terms set forth in the APA, all in accordance with Trust Agreement sections 2.03(iii), 5.03, 5.04, and 7.02(a).

FF. The transfer of the Acquired Assets, including the Desired 365 Contracts, to the Successful Bidder, as of the applicable Closing Date, will be a legal, valid, and effective transfer of such Acquired Assets and will vest the Successful Bidder with all right, title, and interest of the Selling Debtors to the Acquired Assets free and clear, to the fullest extent possible under 11 U.S.C. § 363(f), of all Liens and all Claims (as defined in section 101(5) of the Bankruptcy Code) relating to any time prior to the applicable Closing Date, with the exception of Permitted Liens and Assumed Liabilities. The Selling Debtors may sell the Acquired Assets free and clear of all Liens, Claims, and other interests of any kind or nature whatsoever (except for the Permitted Liens and Assumed Liabilities), because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied.

GG. All parties in interest, including, without limitation, any holders of Liens and other interests and any Counterparties who did not object, or who withdrew their objections, to the Sale Transaction, the Motion, or the assumption and assignment of the applicable Desired 365 Contracts or the associated Cure Costs are deemed to have consented to the Sale Transaction, pursuant to

section 363(f)(2) of the Bankruptcy Code. Those holders of Liens who did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their Liens, if any, attach to the proceeds of the Sale Transaction in the same order of priority, with the same validity, force, and effect that such Liens had prior to the Sale Transaction, subject to any rights, claims, defenses, or objections, if any, that the Selling Debtors, their estates, or the Committees may possess with respect thereto. Each ground constitutes an independent and sufficient basis for the relief granted herein. Thus, any such objections are expressly overruled.

HH. Certain of the Acquired Assets are, or were immediately prior to Closing, subject to the liens and security interests of DST DIP LLC (the "DIP Lender") under the *Final Order (I) Authorizing (A) Postpetition Financing and (B) the Use of Cash Collateral; (II) Granting Liens and Providing Superpriority Administrative Expense Claims; (III) Granting Adequate Protection to Prepetition Secured Parties; (IV) Modifying the Automatic Stay; and (V) Granting Related Relief* [Dkt. No. 339] (the "Final DIP Order") and the Prepetition Liens (as defined in the Final DIP Order) of the applicable Prepetition Secured Parties (as defined in the Final DIP Order) (collectively, the "DIP and Prepetition Lienholders"). Pursuant to section 363(f) of the Bankruptcy Code and this Order, upon the applicable Closing, the applicable Acquired Assets shall be transferred to the Successful Bidder free and clear of all such liens and security interests of the DIP and Prepetition Lienholders and any other Liens, including, without limitation, all DIP Liens (as defined in the Final DIP Order) and all Prepetition Liens, and such liens and security interests shall not attach to or encumber the Acquired Assets or any interest therein in the hands of the Successful Bidder or any of its successors or assigns. All such liens and security interests of the DIP and Prepetition Lienholders shall attach solely to the proceeds of the Sale Transaction with

respect to the applicable Acquired Assets in the same order of priority, with the same validity, force, and effect that such liens and security interests had against the applicable Acquired Assets immediately prior to the Closing, subject to any rights, claims, defenses, or objections, if any, that the Selling Debtors, their estates, or either of the Committees may possess with respect thereto.

II. Nothing in this Order alters or modifies in any way the Final DIP Order with respect to the DIP Lender. The DIP Lender shall be served with notice of (i) any modification, amendment, or supplement to the APA or other Transaction Documents and any related agreements, documents, or other instruments, not including any casualty or condemnation event provided for in the APA, that has a net negative impact to the Selling Debtors' estates of at least $200,000 in the aggregate; (ii) the Debtors' intention to consummate the Sale Transaction with the Back-Up Bidder; and (iii) any payment to be made pursuant to paragraph 42 of this Order.

JJ. The Successful Bidder would not have entered into the APA and would not consummate the Sale Transaction contemplated thereby if the sale of the Acquired Assets to the Successful Bidder were not, except as otherwise provided in the APA, free and clear of all Liens of any kind or nature whatsoever, or if the Successful Bidder were not free of all successor liability with respect to the Selling Debtors' liabilities, except as expressly assumed in the APA. The total consideration to be provided under the APA reflects the Successful Bidder's reliance on this Order to provide it, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, with title to and possession of the Acquired Assets free and clear of all Liens (other than Permitted Liens and Assumed Liabilities). A sale of the Acquired Assets other than on a free-and-clear basis would yield substantially less value for the Selling Debtors' estates, with less certainty than is provided by the Sale Transaction.

KK. The assumption and assignment of the Desired 365 Contracts pursuant to the terms of the APA and this Order is integral to the APA, is in the best interests of the Selling Debtors and their estates, creditors, and other parties in interest, and represents the reasonable exercise of sound and prudent business judgment by the Selling Debtors. The Desired 365 Contracts shall be transferred to, and remain in full force and effect for the benefit of, the Successful Bidder in accordance with their respective terms. The failure of the Selling Debtors or the Successful Bidder to enforce prior to the Closing of the Sale Transaction one or more terms or conditions of the Desired 365 Contracts shall not be a waiver of such terms or conditions.

LL. Pursuant to the terms of the APA, including the Successful Bidder's right to modify the list of Desired 365 Contracts, the Selling Debtors shall assume and assign to the Successful Bidder each Desired 365 Contract identified on the applicable schedule to the APA that is capable of being assumed and assigned. The Successful Bidder shall be solely responsible for the payment of the Cure Costs with respect to all Desired 365 Contracts assumed by the Selling Debtors and assigned to the Successful Bidder, unless otherwise provided under the APA. The Successful Bidder shall, subject to the terms of the APA, assume and perform and discharge the Assumed Liabilities, if any, under the Desired 365 Contracts. The Successful Bidder has provided adequate assurance of its future performance under the Desired 365 Contracts within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code. The Cure Costs specified in the Cure Notices are hereby found to be the sole amounts necessary to cure any and all defaults under the Desired 365 Contracts under section 365(b) of the Bankruptcy Code, subject to any timely filed objections to such Cure Costs.

MM. To the extent any provision in any Desired 365 Contract (a) prohibits, restricts, or conditions, or purports to prohibit, restrict, or condition, such assumption or assignment (including,

without limitation, any "change of control" provision), or (b) is modified, breached, or terminated, or deemed modified, breached, or terminated by (i) the commencement of these Chapter 11 Cases, (ii) the insolvency or financial condition of the Selling Debtors at any time before the closing of these Chapter 11 Cases, (iii) the Selling Debtors' assumption and assignment of such Desired 365 Contract, or (iv) the consummation of the Sale Transaction, then such provisions shall be deemed modified so as to not entitle the non-Debtor party thereto to prohibit, restrict, or condition such assumption or assignment, to modify, terminate, or declare a breach or default under such Desired 365 Contract, or to exercise any other default-related rights or remedies with respect thereto. For the avoidance of doubt, all foregoing provisions shall be deemed to constitute unenforceable anti-assignment provisions and are void and of no force and effect pursuant to sections 365(b), 365(e), and 365(f) of the Bankruptcy Code.

NN. In accordance with section 5.01(c) of the applicable Trust Agreements, each DST Seller does not constitute a "business trust" within the meaning of Treasury Regulation section 301.7701-4(b) or any other business entity for U.S. federal income tax purposes, but instead constitutes an "investment trust" within the meaning of Treasury Regulation section 301.7701-4(c) and a grantor trust under Subpart E of Part I of Subchapter J of the Internal Revenue Code of 1986, as amended (the "IRC"). Further, each such DST Seller is a "domestic trust" within the meaning of Treasury Regulation section 301.7701-7(a)(2). Accordingly, upon a disposition of a United States real property interest by such DST Seller, the applicable Signatory Trustee (or its applicable agent) will be required under section 1445(e)(1) of the IRC and Treasury Regulation section 1.1445-5(c)(1)(iv) to withhold tax with respect to the portion of any gain realized that is allocable to a beneficial interest treated as owned by a grantor that is not a United States person within the meaning of section 7701(a)(30) of the IRC. The Signatory Trustee (or its applicable

agent) may rely on a valid IRS Form W-9 or other permitted certification of non-foreign status from the relevant owner and, absent such certification, shall withhold as required under the applicable Treasury Regulations. Additionally, any applicable withholding agent shall be entitled to withhold on any amounts treated as interest for U.S. federal income tax purposes. Except as set forth above, no deduction or withholding of U.S. federal withholding taxes shall be made with respect to any payments made pursuant to this Order.

OO. To enhance the Selling Debtors' level of liquidity, to preserve the value of the Selling Debtors' estates and reduce the amount of post-petition expenses borne by the Selling Debtors, and to maximize the amount of funding available to provide for a timely exit from these Chapter 11 Cases, it is essential that the sale of the Acquired Assets occur within the time constraints set forth in the APA. Time is of the essence in consummating the Sale Transaction. Given all of the circumstances of these Chapter 11 Cases and the adequacy and fair value of the Purchase Price, the sale of the Acquired Assets to the Successful Bidder constitutes a reasonable and sound exercise of the Selling Debtors' business judgment and should be approved.

PP. The Sale Transaction does not constitute a de facto or sub rosa plan of reorganization or liquidation because the Selling Debtors do not propose to (i) impair or restructure existing debt of, or equity interests in, the Selling Debtors, (ii) impair or circumvent voting rights with respect to any plan proposed by the Selling Debtors, (iii) circumvent chapter 11 safeguards, including those set forth in sections 1125 and 1129 of the Bankruptcy Code, or (iv) classify claims or equity interests.

QQ. The consummation of the Sale Transaction is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections

105(a), 363(b), 363(f), 363(m), 365(b), and 365(f), and all of the applicable requirements of such sections have been complied with in respect of the Sale Transaction.

RR. The terms of the APA, including any amendments, supplements, and modifications thereto, are fair and reasonable in all respects.

SS. The continued and uninterrupted care and safety of the residents of the Senior Living Communities is of paramount importance and constitutes an independent basis supporting approval of the Sale Transaction. The Successful Bidder has demonstrated adequate assurance of its ability to continue to operate the Communities in compliance with all applicable Senior Living Laws (as defined below).The Sale Transaction is subject to the Successful Bidder obtaining all required governmental authorizations and regulatory approvals necessary to operate the Communities included in the Acquired Assets, including, without limitation, the operating licenses required by applicable state or local law to operate the Community (the "Operating Licenses") or change-of-ownership approvals from the applicable state senior living regulatory authority in each state in which a Community is located (each, a "Senior Living Regulatory Authority" and collectively, the "Senior Living Regulatory Authorities," and the laws enforced by such authorities, together with all other federal, state, and local laws applicable to the ownership, operation, and licensing of assisted-living, independent-living, and memory-care facilities, the "Senior Living Laws"). To the extent that any required Operating License has not been issued to the Successful Bidder as of the applicable Closing Date, the Selling Debtors and the Successful Bidder shall enter into (a) an Interim Management Agreement (the "Interim Management Agreement"), and (b) an Interim Lease (the "Interim Lease" and together with the Interim Management Agreement, the "Bridging Agreements") incorporating the terms set forth on Schedule 7.11(b) to the APA, pursuant to which the applicable Master Tenant Seller shall remain

the licensee of record and shall continue to hold the applicable Operating License, and the Successful Bidder or a Buyer Designee shall act solely as lessor under the Interim Lease or sublease and its designated manager as manager under the Interim Management Agreement, in each case in accordance with such Bridging Agreements. The Selling Debtors and the Successful Bidder are authorized to execute, deliver, and perform the Bridging Agreements, which shall be on terms consistent with the Bridging Agreement Terms contained in Schedule 7.11(b) of the APA, as such terms may be modified by mutual agreement of the parties, subject to any applicable notice to the Committees required under paragraph 46. For the avoidance of doubt, nothing in this Order shall be construed to authorize the Successful Bidder or any Buyer Designee to operate any Community without the Healthcare Permits required under applicable Senior Living Laws, or to constitute the Successful Bidder or any Buyer Designee a licensee, co-licensee, or operator of record with respect to any Community.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

1. The relief requested in the Motion with respect to the Acquired Assets of the Selling Debtors is GRANTED AND APPROVED as set forth in this Order, and the Sale Transaction contemplated thereby is APPROVED.

2. Notice of the Motion, the Sale Hearing, the Bid Procedures, Sale Objection Deadline, the Auction, and the Sale Transaction, including, without limitation, the Sale Notice, the Mailing Notice, the Cure Notices, and the Post-Auction Notice was provided as evidenced by the certificates of service previously filed with the Court, and was timely, adequate, fair, and equitable under the circumstances and complied in all respects with sections 102(1), 105(a), 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6004, 6006, 9007, and 9008. All objections to the relief requested in the Motion that have not been withdrawn, waived, or settled as announced

to the Court at the Sale Hearing or by stipulation filed with the Court, and all reservations of rights included therein, are hereby overruled on the merits or have been otherwise satisfied or adequately provided for pursuant to this Order.

3. The APA and the terms and conditions thereof are hereby APPROVED, and the Selling Debtors are authorized and directed to enter into the APA and all Transaction Documents, including any Bridging Agreements that are necessary or desirable, and such other ancillary documents consistent with the terms hereof and in furtherance thereof.

4. The CRO is hereby authorized (consistent with his fiduciary duties), and empowered, in the name of and on behalf of the Selling Debtors, to take or cause to be taken any and all such other and further action to: execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents as shall be necessary, advisable, or desirable, including all Transaction Documents, to fully consummate the Sale Transaction. With respect to each DST Seller, the applicable Signatory Trustee is authorized and directed to execute and deliver such instruments of transfer, including deeds and trust certificates, as are necessary to convey the DST Seller's Trust Property to the Successful Bidder.

5. Pursuant to section 363(b) of the Bankruptcy Code, the Selling Debtors are authorized and directed to take any and all actions necessary or appropriate to (a) consummate the sale of the Acquired Assets to the Successful Bidder pursuant to and in accordance with the terms and conditions of the APA, (b) close the Sale Transaction as contemplated in the APA and this Order, and (c) execute and deliver, close, perform under, consummate, and implement the APA, together with all other Transaction Documents and ancillary documents that may be reasonably necessary or desirable to implement the APA and the Sale Transaction.

6. This Order authorizes and approves multiple closings on different dates with respect to different Acquired Assets, to the extent contemplated by the APA. Each Closing with respect to any Acquired Asset shall be deemed a separate "Sale Transaction" entitled to the full protections of this Order, including sections 363(b), 363(f), 363(m), and 365 of the Bankruptcy Code, without the need for any further order of this Court, and no supplemental order of this Court shall be required in connection with any individual Closing. The removal of any Community from Schedule 2 to the APA, whether as a Seller Removed Community pursuant to Section 2.1(c) of the APA or as a Buyer Removed Community pursuant to Section 2.1(d) of the APA, and the corresponding automatic reduction of the Purchase Price by the Allocation attributable to such Community, shall be effective automatically upon delivery of the applicable notice in accordance with the APA and without further order of this Court. The inability or failure to close a Sale Transaction with respect to any particular Community shall not affect the validity or enforceability of any other Sale Transaction consummated under this Order, unless otherwise provided under the APA.

7. This Order shall be binding in all respects upon the Selling Debtors, their estates, successors, and assigns, all holders of equity interests in the Selling Debtors (including all DST Investors), all holders of any Claim(s) (as defined in the Bankruptcy Code) against the Selling Debtors, whether known or unknown, and any and all other parties in interest, including, without limitation, any holders of Liens, claims, encumbrances, and other interests of any kind or nature whatsoever on all or any portion of the Acquired Assets, all Counterparties, the Notice Parties, the Successful Bidder, all successors and assigns of the Successful Bidder, any other Bidder for the Acquired Assets, and any trustees or successor trustee, if any, subsequently appointed in these Chapter 11 Cases or upon a conversion to chapter 7 under the Bankruptcy Code. This Order and

the APA shall inure to the benefit of the Selling Debtors, their estates, their creditors, the Successful Bidder, and their respective successors and assigns.

8. The Sale Transaction contemplated by and consummated under the APA and the Transaction Documents was undertaken by the Successful Bidder, without collusion and in good faith and at arm's length, as that term is used in section 363(m) of the Bankruptcy Code. The APA was not entered into and will not be consummated for the purpose of hindering, delaying, or defrauding creditors of the Selling Debtors, and neither the Selling Debtors nor the Successful Bidder has entered into the APA or is consummating the Sale Transaction contemplated thereby with any fraudulent or otherwise improper purpose.

9. The Successful Bidder is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code. Accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the sale of the Acquired Assets shall not affect the validity of the Sale Transaction (including the assumption and assignment of the Desired 365 Contracts), unless such authorization and such Sale Transaction are duly stayed pending such appeal. The APA and the Sale Transaction contemplated thereby cannot be avoided under section 363(n) of the Bankruptcy Code. The Selling Debtors and the Successful Bidder have not engaged in any conduct that would cause or permit the APA or the consummation of the Sale Transaction contemplated thereby to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code.

10. The Debtors solicited offers and noticed the Auction in accordance with the provisions of the Bid Procedures Order. The Auction was duly noticed, the sale and sale process were conducted in a non-collusive manner, and the Debtors afforded a full, fair, and reasonable

opportunity for any person or entity to make a higher or otherwise better offer to purchase all or a portion of the Acquired Assets.

11. The APA constitutes the highest or otherwise best offer for the Acquired Assets and will provide a greater recovery for the Selling Debtors' estates than would be provided by any other available alternative. The Debtors' determination, in consultation with the Consultation Parties, that the APA constitutes the highest or otherwise best offer for the Acquired Assets is a valid and sound exercise of the Debtors' business judgment.

12. In addition, the APA represents a fair and reasonable offer to purchase the Acquired Assets, including the Desired 365 Contracts, under the circumstances of these Chapter 11 Cases. The Selling Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the Sale Transaction outside of a plan of reorganization. The Sale Transaction contemplated thereby, including the APA and other Transaction Documents, is in the best interests of the Selling Debtors, their estates, creditors of the Selling Debtors' estates, and other parties in interest.

13. Pursuant to sections 105(a), 363(b), 363(f), 365(b), and 365(f) of the Bankruptcy Code, the Selling Debtors are authorized and directed to transfer the Acquired Assets on the applicable Closing Date. Upon the applicable Closing and the Selling Debtors' receipt of the applicable Purchase Price, the applicable Acquired Assets shall be transferred to the Successful Bidder free and clear of all Liens, other than the Permitted Liens and Assumed Liabilities, as set forth herein and in the APA, and such transfer shall constitute a legal, valid, binding, and effective transfer of the Acquired Assets. Upon the applicable Closing, the Successful Bidder shall take title to and possession of the applicable Acquired Assets. All Liens (other than the Permitted Liens and Assumed Liabilities) shall attach to the proceeds of the Sale Transaction of the applicable Acquired

Assets with the same validity, priority, force, and effect that they now have as against such Acquired Assets, subject to any rights, claims, defenses, or objections, if any, that the Selling Debtors, their estates, the Committee, or the DST Committee may possess with respect thereto.

14. Notwithstanding anything to the contrary in the APA or otherwise, (i) causes of action under Chapter 5 of the Bankruptcy Code or applicable state law equivalents and the proceeds thereof, (ii) any pre-petition and post-petition commercial tort claims and the proceeds thereof, including, without limitation, any and all causes of action (and the proceeds thereof) against (a) any insider of the Debtors, including, but not limited to, current or former directors, officers, managers, employees, agents, equity holders, and members of the Selling Debtors and/or their affiliates (including, but not limited to, Luke Lee and any entities controlled by him), (b) any of the Selling Debtors' and/or their affiliates' auditors, broker-dealers (including, but not limited to, Emerson Equity, LLC), such broker-dealers employees and representatives and consultants, and/or (c) the Selling Debtors' affiliates, subsidiaries, or related persons and entities, (iii) all claims, rights, and causes of action arising from or related to the investigation initiated by the SEC on or about April 30, 2025, and any related investigation by the Arizona Corporation Commission (collectively, the "SEC Claims"), and (iv) claims (including intercompany claims) or causes of action against any party owned or held by the Selling Debtors (including rights of setoff) or the beneficiaries of the Selling Debtors shall constitute Excluded Assets. Consistent with paragraph 25 of the Bid Procedures Order, no cause of action under Chapter 5 of the Bankruptcy Code, commercial tort claim, or claim against any insider of the Debtors, or any proceeds of the foregoing is being sold or assigned. Notwithstanding the foregoing, the Excluded Assets shall not include, and nothing in this paragraph shall limit, impair, or affect the Successful Bidder's acquisition of, (x) the claims and Causes of Action conveyed to the Successful Bidder pursuant to section

2.1(a)(vii) of the APA, including, without limitation, all warranty, guaranty, contribution, indemnity, construction defect, design defect, latent defect, and product liability claims against contractors, subcontractors, design professionals, suppliers, manufacturers, or others, in each case to the extent arising out of or relating to damage to or defects in the Owned Real Property or Improvements, (y) the insurance rights and proceeds conveyed pursuant to section 2.1(a)(vi) of the APA, or (z) any other Acquired Asset described in section 2.1(a) of the APA, that is not a cause of action under Chapter 5 of the Bankruptcy Code, commercial tort claim, or claim against any insider of the Debtors

15. The Sale Transaction to the Successful Bidder and the sale and assignment of the Desired 365 Contracts to the Successful Bidder shall be, except as otherwise provided in the APA and this Order, free and clear of all Liens, other than Permitted Liens and Assumed Liabilities. The Acquired Assets shall not be subject to any Claims or interests allowed in these Chapter 11 Cases, including, without limitation, any Claims allowed under sections 361, 362, 363, 365, 502, 503, 506, or 507 of the Bankruptcy Code, nor shall the Acquired Assets be subject to a surcharge or "carve out" that is otherwise agreed to or approved in these Chapter 11 Cases. For the avoidance of doubt and without limiting anything in this Order, the Sale Transaction shall be free and clear of any successor liability to the Successful Bidder for any of the Selling Debtors' liabilities, except for the Assumed Liabilities set forth in the APA.

16. Except as expressly provided by the APA, all persons and entities holding any Lien on all or any portion of the Acquired Assets are forever barred, estopped, and permanently enjoined from asserting against the Successful Bidder or its successors or assigns, their property, or the Acquired Assets, such Liens and all claims and rights relating thereto. On the applicable Closing Date, each holder of a Lien is authorized and directed to execute such documents and take all other

actions as may be deemed by the Successful Bidder to be necessary or desirable to release its Liens on the Acquired Assets, as provided for in this Order, as such Liens may have been recorded or may otherwise exist. The Selling Debtors are authorized and directed to take such actions as may be necessary to ensure that such Liens are released and all filings and records are timely made. Notwithstanding the foregoing, the provisions of this Order authorizing the sale and transfer of the Acquired Assets free and clear of all Liens (other than Permitted Liens) are self-executing, and neither the Selling Debtors nor the Successful Bidder shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, or implement the provisions of this Order.

17. All persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Selling Debtors to sell and transfer the Acquired Assets to the Successful Bidder, including the Sale Transaction and the assumption and assignment of the Desired 365 Contracts to the Successful Bidder in accordance with the terms of the APA and this Order.

18. All persons and entities that are in possession of some or all of the Acquired Assets on the applicable Closing Date are directed to surrender possession of such Acquired Assets to the Successful Bidder at Closing. Each Third-Party Manager is directed to cooperate with the transition, including with respect to the transfer of operational records, resident information, employee information, billing and collection functions, regulatory correspondence, Resident Records (as defined below), and all documents, data, and information related to the Resident Agreements, and is enjoined from taking any action that would interfere with the transition of operations contemplated by the APA.

19. With respect to each Community included in the Acquired Assets, the applicable Master Lease between the DST Seller and the Master Tenant Seller shall be terminated by the applicable Selling Debtors prior to or as of Closing, pursuant to section 2.01 of the Master Lease. Termination of a Master Lease shall not extinguish or impair the applicable Master Tenant Seller's status as licensee of record with respect to the Operating License(s) for the applicable Community. Termination shall be effective simultaneously with the execution and commencement of the Bridging Agreements with respect to the applicable Community, and the Master Tenant Seller's continued status as licensee of record during the bridge period shall be governed by, and maintained pursuant to, the Bridging Agreements independently of the termination of the Master Lease. The Successful Bidder and the applicable Selling Debtor shall coordinate the timing of any Master Lease termination and the execution of the Bridging Agreements to ensure no gap in licensure or operational authority with respect to the applicable Community. Notwithstanding the foregoing and anything in this Order to the contrary, all rights, claims and defenses of the applicable DST Seller and the applicable Master Tenant Seller against each other with respect to the Master Leases, including, without limitation, any damages or claims related to the Master Leases (including any claims for accrued and unpaid pre- or post-petition rent and other charges under the Master Leases) (the "Inter-Company Claims") are fully preserved and shall be resolved in connection with the allocation of Sale Proceeds as contemplated by this Order, and the Successful Bidder's election of treatment of each applicable Master Lease in the APA shall not constitute a consent or waiver by any DST Seller or Master Tenant Seller for any purpose with respect to the Inter-Company Claims, or a modification of the Master Leases for any purpose with respect to the Inter-Company Claims; *provided*, *however*, that in no event shall the Successful Bidder be liable for any of the Inter-Company Claims.

20. Section 7.11(c) of the APA shall be amended and restated in its entirety to state as follows: If, with respect to any Transferred Community, a Bridging Agreement is required under applicable Legal Requirements and the Parties are unable, despite using commercially reasonable efforts and negotiating in good faith, to agree upon the terms of such Bridging Agreement within the later of (i) ten (10) days following the conclusion of the Auction and (ii) the date the conditions to Closing set forth in Articles 9 and 10 (other than those conditions to be satisfied at the applicable Closing) have been satisfied or waived, Sellers may upon written notice to Buyer terminate this Agreement and retain the Deposit as liquidated damages. For the avoidance of doubt, the failure to agree on Bridging Agreement terms shall not constitute a breach of this Agreement by either Party, and Buyer shall have no termination right under this section 7.11(c).

21. The Successful Bidder shall, as a condition of Closing with respect to each Community, either (a) have obtained the required new Operating License or change-of-ownership approval from the applicable Senior Living Regulatory Authority, or (b) have entered into the Bridging Agreements with the applicable Selling Debtor(s), effective simultaneously with, and as of, the termination of all existing management agreements with respect to such Community at Closing in each case as provided in Sections 9.6 and 7.11(c) of the APA (as amended herein). The Bridging Agreements and the transactions contemplated thereby are hereby authorized and approved and shall be enforceable notwithstanding any anti-assignment, change-of-control, non-delegation, consent, termination, or similar restriction in any applicable contract, lease, permit, license, agreement, or other instrument, subject in each case to applicable Senior Living Laws and any required approval or authorization of the applicable Senior Living Regulatory Authority. Notwithstanding anything to the contrary in the APA, any Bridging Agreement, or any other Transaction Documents, following the Closing, the Debtors shall have no liability to the Successful

Bidder or any other Person or entity for any costs or expenses of operating the applicable Community or maintaining any of the Acquired Assets, including, but not limited to, any costs arising from or in connection with maintaining the required Operating License during the bridge period.

22. Upon the applicable Closing, the Successful Bidder shall comply with all applicable requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as a successor to the Selling Debtors with respect to protected health information of residents of the Communities. The Successful Bidder shall retain all resident records, clinical records, care plans, and medication administration records transferred to the Successful Bidder at the applicable Closing (collectively, "Resident Records") for the period required by applicable Legal Requirements, which shall not in any event be less than ten (10) years following the date of the last entry in each such record, or such longer period as may be required by applicable state or federal law. Prior to destroying any Resident Records, the Successful Bidder shall provide at least sixty (60) days' prior written notice to the applicable resident or resident representative in accordance with and for the time period required by, all applicable Legal Requirements, and shall comply with all applicable HIPAA and state law requirements governing the destruction of protected health information.

23. A certified copy of this Order may be filed with the appropriate clerk and/or recorded with the appropriate recorder in each state in which any Acquired Asset is located to cancel any Liens of record (other than as contemplated in the APA). All filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, and other persons or entities may rely on this Order, without requiring any separate release, satisfaction, termination statement, assignment, consent, or other instrument, as conclusive

evidence of the transfer of the Acquired Assets and the release, cancellation, and discharge of all Liens in accordance with this Order.

24. If any person or entity that has filed statements or other documents or agreements evidencing Liens on all or any portion of the Acquired Assets shall not have delivered to the Successful Bidder prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of Liens, and any other documents necessary or desirable to the Successful Bidder for the purpose of documenting the release of all Liens (other than Permitted Liens), which the person or entity has or may assert with respect to all or any portion of the Acquired Assets, the Selling Debtors are hereby authorized and directed, and the Successful Bidder is hereby authorized, to execute and file such statements, instruments, releases, and other documents on behalf of such person or entity with respect to the Acquired Assets.

25. This Order shall govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease, in any of the states in which the Acquired Assets are located; and each of the foregoing persons and entities is hereby authorized and directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the Sale Transaction contemplated by the APA.

26. Effective as of the applicable Closing, and subject to payment of the applicable Cure Costs at or following the applicable Closing in accordance with section 2.5 of the APA, the Selling Debtors are authorized to assume and sell and assign the Desired 365 Contracts to the Successful Bidder free and clear of all Liens (other than Permitted Liens). With respect to each Desired 365 Contract, the payment of the applicable Cure Costs (if any) shall (a) effect a cure of all monetary defaults existing thereunder as of the Closing Date, (b) compensate the applicable Counterparty for any actual pecuniary loss resulting from such default, and (c) together with the assumption of the Desired 365 Contracts by the Successful Bidder, constitute adequate assurance of future performance thereof. The Successful Bidder shall be solely responsible for the payment of the Cure Costs. Except for payment of the required applicable Cure Costs, the Successful Bidder shall not be liable for any amounts owed prior to the Closing Date under any Desired 365 Contract. The Cure Costs set forth in the Cure Notices, the Post-Auction Notice, and Schedule 2.5(a) to the APA (as amended in accordance with the APA) are fixed, final, and binding upon each Counterparty that did not timely file and serve an objection thereto. Each such Counterparty is forever barred, estopped, and permanently enjoined from asserting against the Selling Debtors, the Successful Bidder, any Buyer Designee, or the Acquired Assets any Cure Cost, default, breach, claim, right of setoff or recoupment, or pecuniary loss in excess of, or in addition to, the applicable Cure Costs so fixed, whether arising before or as a result of the Closing. In no event shall the Successful Bidder or any Buyer Designee be liable for Cure Costs in respect of any Contract that is not a Desired 365 Contract as of the applicable Closing.

27. Any provision in or effect of any Desired 365 Contract that prohibits or conditions the assignment of such Desired 365 Contract or allows the party to such Desired 365 Contract to terminate, recapture, impose any penalty, condition on renewal or extension, or modify any term

or condition upon the assignment of such Desired 365 Contract constitutes an unenforceable anti-assignment provision that is void and of no force and effect pursuant to section 365(f) of the Bankruptcy Code. Upon Closing and the payment of the required Cure Costs, in accordance with sections 363 and 365 of the Bankruptcy Code, the Successful Bidder shall be fully and irrevocably vested with all right, title, and interest of the Selling Debtors under each Desired 365 Contract and shall also be fully and irrevocably obligated to perform and fulfill all obligations and responsibilities of the Selling Debtors under each Desired 365 Contract.

28. Upon the Closing and the payment by the Successful Bidder of the Cure Costs applicable to any Desired 365 Contract, the Successful Bidder shall be deemed to be substituted for the Selling Debtors as a party to such Desired 365 Contract, and the Selling Debtors shall be relieved, pursuant to section 365(k) of the Bankruptcy Code, from any further liability to the Counterparties under such Desired 365 Contracts arising from and after the Closing.

29. Upon the Closing and the payment of the applicable Cure Costs, if any, the Desired 365 Contracts shall remain in full force and effect, and no default shall exist thereunder nor shall there exist any event or condition that, with the passage of time or giving of notice, or both, would constitute such a default.

30. There shall be no rent accelerations or increases, assignment fees, deposits, increases, or any other fees charged to the Successful Bidder or the Selling Debtors as a result of the assumption and assignment (including due to any change in control) of the Desired 365 Contracts.

31. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, all Counterparties to Desired 365 Contracts are forever barred and permanently enjoined from raising or asserting against the Selling Debtors, their estates, the Successful Bidder, or any of their

respective successors and assigns any increased rent or fees, assignment fee, default, breach, claim, pecuniary loss, right of setoff, right of recoupment, reclamation claim, security deposit or letter-of-credit draw, use restriction, radius restriction, exclusivity, right of first refusal, right of first offer, purchase option, consent right, profit-sharing, escalation, or condition to assignment, arising under or related to the Desired 365 Contracts existing as of the Closing Date or arising by reason of these Chapter 11 Cases or the Closing. For the avoidance of doubt, nothing herein shall relieve the Successful Bidder from liability for any default, breach, or similar claim arising subsequent to the Closing under a Desired 365 Contract assumed and assigned to the Successful Bidder.

32. All Counterparties to a Desired 365 Contract shall cooperate and expeditiously execute and deliver, upon the reasonable requests of the Successful Bidder, and shall not charge the Selling Debtors or the Successful Bidder for any instruments, applications, consents, or other documents which may be required or requested by any public or quasi-public authority or other party or entity to effectuate the applicable transfers of the Desired 365 Contracts in connection with the Sale Transaction. Nothing in this Order or any other document is or shall be deemed an admission by the Selling Debtors that any contract or Desired 365 Contract is an executory contract or unexpired lease or must be assumed and assigned pursuant to the APA in order to consummate the Sale Transaction.

33. Effective upon the Closing Date, all persons and entities are forever prohibited and permanently enjoined from (i) commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral, or other proceeding against the Successful Bidder and its successors and assigns, the Acquired Assets, including, without limitation, the Desired 365 Contracts, (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Successful Bidder and its

successors, assigns, assets, or properties, (iii) creating, perfecting, or enforcing any Lien against the Successful Bidder and its successors, assigns, assets, or properties, or (iv) asserting a setoff, recoupment, or right of subrogation against any obligation due to the Successful Bidder, in each case, with respect to (a) any Lien arising prior to the Closing Date (other than Permitted Liens and Assumed Liabilities) or (b) any theory of claim or remedy sounding in successor liability.

34. Except as otherwise provided in this Order and to the maximum extent available under applicable law and to the extent provided for under the APA, the Successful Bidder shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval of the Selling Debtors with respect to the Acquired Assets, including the Desired 365 Contracts, and, to the maximum extent available under applicable law and to the extent provided for under the APA, all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been transferred to the Successful Bidder as of the applicable Closing Date; provided, however, that nothing in this paragraph shall be construed to authorize the Successful Bidder to operate under an existing Operating License in any state that requires issuance of a new Operating License or final change-of-ownership approval prior to commencement of operations, and the Bridging Agreements shall govern operations in such states during the period prior to the issuance of the applicable new Operating License or final change-of-ownership approval to the extent required and, during any such bridge period, the applicable existing licensee of record shall continue to operate under its own Operating License in accordance with the Bridging Agreements and paragraph 21 of this Order. All existing licenses or permits applicable to the Acquired Assets shall remain in place for the Successful Bidder's benefit until either new licenses and permits are obtained or existing licenses and permits are transferred in accordance with applicable administrative procedures. To the extent provided by section 525 of

the Bankruptcy Code, no governmental unit may revoke or suspend any grant, permit, or license relating to the operation of the Acquired Assets sold, transferred, or conveyed to the Successful Bidder on account of the filing or pendency of these Chapter 11 Cases or the consummation of the Sale Transaction. Medicaid billing rights and provider numbers applicable to the Acquired Assets shall be addressed and maintained through the Bridging Agreements to the extent required pending issuance of new provider enrollment or Medicaid certifications to the Successful Bidder.

35. The transfer of the Acquired Assets to the Successful Bidder pursuant to the APA does not require any consents other than as specifically provided for in the APA.

36. Except for the Assumed Liabilities under the APA, the Successful Bidder shall not have any liability for any obligation of the Selling Debtors arising under or related to any of the Acquired Assets to the extent such obligation arises prior to Closing. Without limiting the generality of the foregoing, the Successful Bidder shall not be liable for any Claims against the Selling Debtors or any of their predecessors or affiliates. The Sale Transaction and the APA have been negotiated and are being consummated in a manner that does not constitute a consolidation, merger, or de facto merger of the Successful Bidder and the Selling Debtors. The Successful Bidder is not a mere continuation of the Selling Debtors or their estates, and there is no continuity of enterprise or common identity between the Successful Bidder and the Selling Debtors. By virtue of the Sale Transaction, the Successful Bidder and its affiliates, successors, and assigns shall not be deemed or considered to (a) be a legal successor or otherwise be deemed a successor to any of the Selling Debtors, (b) have, de facto or otherwise, merged with or into the Selling Debtors, or (c) be a continuation or substantial continuation, or be holding itself out as a mere continuation, of the Selling Debtors or their estates, businesses, or operations. The Successful Bidder shall have no successor or vicarious liabilities of any kind or character, including, but not limited to, any theory

of antitrust, environmental, successor or transferee liability, labor law, de facto merger, or substantial continuity, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether fixed or contingent, with respect to the Selling Debtors or any obligations of the Selling Debtors arising prior to the Closing Date, including, but not limited to, liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of any of the Acquired Assets prior to the Closing; provided that nothing herein shall be deemed to modify or alter any proration of liabilities as set forth in the APA, including, but not limited to, pursuant to sections 8.1(b) and 8.3 thereof. The Successful Bidder would not have entered into the APA or agreed to consummate the Sale Transaction but for the foregoing protections against successor or transferee liability.

37. Nothing in this Order shall release any claims or causes of action that constitute Excluded Assets, including, without limitation, the SEC Claims, any causes of action under Chapter 5 of the Bankruptcy Code, or any claims or causes of action against any insider of the Debtors, including but not limited to, current or former officers, directors, managers, members, or broker-dealers who may have caused harm to the Selling Debtors' estates. For the avoidance of doubt, all proceeds of Excluded Assets shall constitute property of the respective Selling Debtor's estate and shall not be subject to any lien, claim, encumbrance, or interest of the Successful Bidder.

38. Nothing in this Order shall alter, modify, limit, or amend the terms or provisions of the Final DIP Order [Dkt. No. 339] or any other prior order entered in these Chapter 11 Cases, except that (a) the DIP Liens, the Prepetition Liens, and all other Liens (except for Permitted Liens) shall be released from, and shall not attach to, the Acquired Assets as provided herein and shall attach solely to the proceeds thereof, and (b) to the extent of any conflict between this Order

and any prior order with respect to the Acquired Assets, the Sale Transaction, the Deposit, the APA, or the rights of the Successful Bidder or any Buyer Designee, this Order shall govern.

39. In the event the Successful Bidder fails to consummate the Closing in accordance with the APA, the Selling Debtors are authorized, but not required, without further notice or order of this Court, to consummate the Sale Transaction with the applicable Back-Up Bidder for such Community in accordance with the terms of the Back-Up Bidder's asset purchase agreement as soon as is commercially reasonable; provided that the Debtors shall provide notice to the Committees that the Debtors intend to consummate the Sale Transaction with the Back-Up Bidder pursuant to the Back-Up Bidder's APA. All references in this Order to the Successful Bidder, the APA, and the Purchase Price shall be understood to refer to the Back-Up Bidder, the Back-Up Bidder's asset purchase agreement, and the Back-Up Bid, respectively, and the provisions of this Order shall apply to any such transaction with full force and effect. For the avoidance of doubt, consummating the Sale Transaction with the Back-Up Bidder due to Successful Bidder's failure to consummate the Closing in accordance with the APA does not relieve the Successful Bidder of liability thereunder. Further, in the event that the Closing on the Sale Transaction with the Successful Bidder is not consummated in accordance with the APA and the Sale Transaction is not consummated with the Back-Up Bidder within the time specified in the Back-Up Bidder's APA, the Debtors and Back-Up Bidder shall be entitled to all of their respective rights and remedies under the Back-Up Bidder's APA and the *Stipulation and Agreed Order between (I) the Debtors, (II) the Committees, and (III) the Stalking Horse Bidders Resolving Objections to Designation and Stalking Horse Bid Protections* filed with the Court on August 19, 2026 [Dkt. No. 1441].

40. Pursuant to Bankruptcy Rules 4001, 6004(h), 6006(d), 7062, 9014, and any other applicable Bankruptcy Rules or provisions of the Local Rules, this Order shall be effective immediately upon its entry, and the Selling Debtors and the Successful Bidder are authorized to close the Sale Transaction immediately or as otherwise contemplated under the APA. In the event that any portion of the Deposit is released to the Selling Debtors pursuant to the terms of the APA and the Escrow Agreement, then upon such release, such portion of the Deposit shall be subject to the applicable liens under the Final DIP Order and any prior orders of the Court. Notwithstanding the provisions of Bankruptcy Rule 4001(a)(3), 6004, or any applicable provisions of the Local Rules, this Order shall not be stayed for fourteen (14) days after the entry hereof, but shall be effective and enforceable immediately upon entry, and the fourteen (14) day stay provided in such rules is hereby expressly waived and shall not apply. Any party objecting to this Order must exercise due diligence in filing an appeal and pursuing a stay within the time prescribed by law and prior to the Closing Date or risk its appeal will be foreclosed as moot.

41. Notwithstanding anything in the APA to the contrary and for the avoidance of doubt: (a) neither this Order nor the APA allocates or determines the distribution of the Sale Transaction proceeds (the "Sale Proceeds") as between any of the Selling Debtors, including any applicable DST Seller and the applicable Master Tenant Seller with respect to any Community; (b) any allocation made for tax or any other purposes between the Selling Debtors and Successful Bidder arising under or related to the APA shall not be binding or otherwise be determinative in any manner or for any purpose whatsoever on the Court, the Debtors, the Committees, any holder of a Lien, or any other party in interest in the Chapter 11 Cases for the purposes of allocating or distributing the Sale Proceeds between the Selling Debtors, including any applicable DST Seller and any applicable Master Tenant Seller with respect to any Community; (c) any such allocation

and/or distribution of the Sale Proceeds among the Selling Debtors shall only occur upon further order of the Court, after notice and a hearing; and (d) all Sale Proceeds payable in cash shall be deposited on a Community basis into an escrow account, and such Sale Proceeds shall not be transferred to or commingled with funds owned by the applicable Selling Debtors, other Selling Debtors or any other Debtors, pending further order of the Court, after notice and a hearing. Clause (d) of this paragraph governs the Selling Debtors' handling of the Sale Proceeds following receipt and shall not limit, impair, or otherwise affect the manner in which the Successful Bidder is required or permitted to pay the Purchase Price under the APA. Delivery of the Closing Cash Payment or any Subsequent Closing Cash Payment to the Title Company or to any Paying Agent in accordance with Article 3, section 4.2, and section 7.12 of the APA shall fully discharge the Successful Bidder's payment obligations, and the Successful Bidder shall have no obligation to monitor, and no liability with respect to, the deposit, segregation, commingling, or distribution of the Sale Proceeds after such delivery. Nothing in this paragraph shall be a condition to, or permit any party to delay, any Closing.

42. Notwithstanding anything to the contrary in this Order, including without limitation paragraph 41 above, following the Closing, the Debtors are hereby authorized, but not directed, in their sole and absolute discretion, to use all or any portion of the Sale Proceeds to pay, satisfy, or otherwise reduce, in whole or in part, any claims related to the Acquired Assets asserted by the Debtors' secured lenders (collectively, the "Secured Claims") or Raymond James (the "RJ Claim") as a result of the closing of any Transaction (as defined in the Raymond James engagement letter approved by the Court), without further order of the Court; provided, however, that at least seven days prior to making any such payment, the Debtors shall file a notice (a "Payment Notice") with the Court of the Debtors' intention to make such payment and the amount thereof. Any payment

made pursuant to this paragraph shall be without prejudice to, and shall not constitute a waiver of, any rights, claims, defenses, objections, or causes of action of the Debtors, their estates, the Committees, or any other party in interest with respect to the validity, priority, extent, enforceability, allowance, or amount of any Secured Claim, except to the extent otherwise expressly provided by this Order or another Final Order of the Court. To the extent that any payment made pursuant to this paragraph is subsequently determined by a Final Order of the Court to exceed the final allowed amount of the applicable Secured Claim, whether as a result of disallowance, reduction, recharacterization, avoidance, surcharge, setoff, recoupment, or otherwise, the recipient of such payment shall promptly repay to the applicable Debtor or its estate the amount of such excess payment. The Court shall retain jurisdiction to enforce the repayment obligations set forth in this paragraph. Nothing in this paragraph shall require the Debtors to make any payment on account of any Secured Claim or RJ Claim or limit the Debtors' discretion as to the timing or amount of any such payment. Nothing herein shall alter, amend, modify, or otherwise prejudice or waive any rights, agreements, stipulations, and claims set forth in, or preserved by, (i) any stipulation between the Committee and any Prepetition Secured Party regarding the validity, extent, and priority of the Prepetition Secured Party's liens and claims, or (ii) any adversary proceeding commenced by the Committee challenging, or seeking a determination regarding, the validity, extent, and priority of the Prepetition Secured Party's liens and claims.

43. For the avoidance of doubt, nothing in this Order shall be construed to determine or adjudicate any claim of any Third-Party Manager arising under or relating to any management agreement, reimbursement arrangement, or similar agreement, and all rights with respect thereto are expressly reserved.

44. No bulk sales law or any similar law of any state or other jurisdiction applies in any way to the Sale Transaction.

45. The failure specifically to include any particular provision of the APA in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the APA be authorized and approved in its entirety except as otherwise set forth herein, in which case this Order shall govern. For the avoidance of doubt, to the extent there is any inconsistency between the terms of this Order and the terms of the APA (including all ancillary documents executed in connection therewith), the terms of this Order shall govern. In the event of any inconsistency between the terms of the APA and any ancillary documents executed in connection therewith, the terms of the APA shall govern.

46. The APA, other Transaction Documents, and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment, or supplement does not have a material adverse effect on the Selling Debtors' estates or on the interests of the Successful Bidder. For the avoidance of doubt, additions to and deletions from any schedule to the APA, Previously Omitted Contract designations, Community Removal Notices, Buyer Community Removal Notices, Reinclusion Notices, Paying Agent Notices, and any other notice contemplated to be delivered or that could be delivered pursuant to the terms of the APAs shall not constitute amendments requiring notice to, or further order of, this Court, except as expressly set forth in this paragraph. Notwithstanding the foregoing, (i) the Debtors shall serve the Committees with notice of any modification, amendment, or supplement to the APA or other Transaction Documents and any related agreements, documents, or other instruments, not including any casualty or condemnation event provided for in the APA,

that has a net negative impact to the Selling Debtors' estates of at least $200,000 in the aggregate, and (ii) the Committees shall have five days to object to such modification, amendment, or supplement.

47. The Successful Bidder shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies hereunder or under the APA. The automatic stay imposed by section 362 is modified to the extent necessary to implement the preceding sentence.

48. To the extent not previously filed with the Court, the Selling Debtors shall file with the Court, no later than three (3) Business Days following the applicable Closing Date, final execution versions of the APA, together with all schedules, exhibits, annexes, supplements, amendments thereto, and a redline version reflecting any changes in the final versions if applicable.

49. In accordance with, and subject to all limitations set forth in, section 8.7 of the APA, for a period of six (6) years after the applicable Closing Date, the Successful Bidder shall permit the Selling Debtors, the Committee, the DST Committee, their respective professionals, any direct or indirect successors to any of the foregoing (collectively, the "Permitted Parties"), in each case whose representatives have a reasonable need to know at their own expense, reasonable access during normal business hours upon reasonable prior notice to all books and records of the Selling Debtors that are Acquired Assets relating to the Selling Debtors' operations prior to the Closing Date and are in the Successful Bidder's (or any affiliate's, agent's, or affiliate's agent's) possession or control (collectively, the "Business Records") for the purposes of (a) pursuing, assessing, settling, or otherwise dealing with any assets or liabilities that are excluded from the Sale Transaction (including, without limitation, the SEC Claims and any Chapter 5 causes of action); (b) pursuing, assessing, defending, settling, or otherwise dealing with any claim, action,

or cause of action that any Permitted Party has a right to pursue; (c) assisting any one or more of the Permitted Parties in connection with or otherwise relating to the claims reconciliation process; and (d) otherwise administering the Selling Debtors' estates; provided, however, that such access shall (i) not unreasonably interfere with the Successful Bidder's business operations and shall be subject to the Successful Bidder's reasonable security measures and insurance requirements; and (ii) not require the Successful Bidder to disclose any information that, in the reasonable, good faith judgment (after consultation with counsel, which may be in-house counsel) of the Successful Bidder, is reasonably likely to result in any violation of any legal requirement or any contract to which the Successful Bidder is a party, or cause any privilege (including attorney-client privilege) that the Successful Bidder would be entitled to assert to be undermined with respect to such information in a manner that could adversely affect in any material respect the Successful Bidder's position in any pending or reasonably anticipated future litigation; provided further, that in any such case the parties shall cooperate in seeking to find a way to allow disclosure of such information to the extent doing so would not be reasonably likely to result in such violation, privilege waiver, or adverse effect, including through the use of customary "clean-room" arrangements pursuant to which non-employee representatives of the applicable Permitted Party could be provided access to such information. Nothing in this paragraph or the immediately following paragraph shall limit, or be deemed a waiver of, any right of access of the Successful Bidder under Section 8.7 of the APA.

50. The right of access for the Permitted Parties shall include (a) the right of such Permitted Party to copy, at the location of the Acquired Assets during regular business hours on mutually agreed dates, at such Permitted Party's expense, such Business Records as they may reasonably request, or (b) at the Successful Bidder's election, the Successful Bidder's copying and

delivering, at the Permitted Party's expense, to such Permitted Party such Business Records as may be reasonably requested; provided, however, that no such right of access shall extend to (i) personnel files, workers' compensation files, employee medical files (including employee "protected health information" as defined in HIPAA), or other employee books and records, or (ii) any information that would be subject to the limitations set forth in the preceding paragraph. The Successful Bidder shall not dispose of or destroy any of the Business Records before the sixth (6th) anniversary of the Closing Date. To the extent that any of the Permitted Parties, prior to the sixth (6th) anniversary of the Closing Date, request in writing that the Successful Bidder refrain from disposal or destruction of certain Business Records, the Successful Bidder shall not dispose of or destroy such Business Records until the Permitted Party has had a reasonable opportunity to access such Business Records at the Permitted Party's expense.

51. For a period of sixty (60) days after the Closing Date, the Successful Bidder shall use commercially reasonable efforts to make available to Permitted Parties senior executive employees of the acquired business, upon reasonable prior written notice and during normal business hours, to assist the Permitted Parties in connection with the Selling Debtors' closing of financials; provided, however, that (a) any access to or communication with non-executive employees of the Successful Bidder shall require the prior written approval of the Successful Bidder, which approval shall not be unreasonably withheld; and (b) such access shall not unreasonably interfere with the Successful Bidder's business operations.

52. To facilitate the orderly transition of the Communities post-Closing, for the three (3)-month period following the Closing Date, the Selling Debtors agree to cooperate with reasonable written requests for information or assistance from the Successful Bidder; provided, however, (a) that such cooperation shall not unreasonably interfere with the Selling Debtors'

administration of their remaining estates or their obligations to other creditors and parties in interest, and (b) the Successful Bidder shall reimburse all Selling Debtors' reasonable out-of-pocket cooperation costs within ten (10) Business Days of invoice subject to the invoice being accompanied by reasonable supporting details of the costs incurred. For the avoidance of doubt, clause (b) of this paragraph hereby amends Section 2.5(c)(i) of the APA. For the avoidance of doubt, the cooperation obligations set forth in this paragraph shall not be construed to limit, supersede, or otherwise affect any regulatory cooperation obligation of the Selling Debtors or the Successful Bidder arising under applicable Senior Living Laws or pursuant to the requirements of any Senior Living Regulatory Authority, including, without limitation, obligations relating to open survey findings, plans of correction, Medicaid billing tails, and pending or open governmental authority correspondence, all of which shall survive independently for such period as required by applicable law or regulation.

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

54. To the extent that this Order is inconsistent with any prior order or pleading with respect to the Motion filed in these Chapter 11 Cases, the terms of this Order shall govern.

55. The provisions of this Order and the APA and any actions taken pursuant hereto or thereto shall survive entry of any order which may be entered (a) confirming or consummating any plan of reorganization of the Selling Debtors, (b) converting these Chapter 11 Cases from chapter 11 to chapter 7 of the Bankruptcy Code, (c) dismissing these cases, or (d) pursuant to which this Court abstains from hearing these cases.

56. The Court shall retain exclusive jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order, the APA, and all amendments

thereto and any releases, waivers, and consents hereunder and thereunder, and each of the agreements executed in connection therewith, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to any of the foregoing. So long as these Chapter 11 Cases are not closed (or, if closed but then reopened), the Court shall retain jurisdiction to enforce the injunctions and other rights of the Successful Bidder described in this Order, in the event that after the Closing Date any third parties attempt to or actually interfere with such rights, even if the Selling Debtors are not directly involved or named in any such actions or disputes.

57. The Court shall retain jurisdiction as to the implementation, enforcement, and interpretation of this Order, and to, among other things, enforce any right to surcharge or similar relief including equitable claims.

END OF ORDER # #

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COUNSEL FOR THE DEBTORS
AND DEBTORS-IN-POSSESSION

EXHIBIT 1

EXECUTION VERSION

ASSET PURCHASE AGREEMENT

DATED AS OF AUGUST 20, 2026

BY AND AMONG

CONSCIOUS SENIOR LIVING MANAGEMENT, LLC
A Michigan Limited Liability Company

AND

THE SELLERS LISTED ON SCHEDULE 1 HERETO

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ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT THIS ASSET PURCHASE AGREEMENT (this "**Agreement**"), dated as of August 20, 2026 (the "**Execution Date**"), is made and entered into by and among Conscious Senior Living Management, LLC, a Michigan limited liability company ("**Buyer**"), each Person set forth under the heading "DST Sellers" on Schedule 1 hereto (collectively, the "**DST Sellers**" and each a "**DST Seller**") and each Person set forth under the heading "Master Tenant Sellers" on Schedule 1 hereto (collectively, the "**Master Tenant Sellers**" and each a "Master Tenant Seller"; the DST Sellers and Master Tenant Sellers are collectively referred to herein as the "**Sellers**" and, each entity individually, a "**Seller**"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in Article 1.

RECITALS

WHEREAS, the DST Sellers are the legal owners of fee simple title to the Owned Real Property;

WHEREAS, the DST Sellers lease the Owned Real Property to the Master Tenant Sellers pursuant to one or more real property leases, and the Master Tenant Sellers conduct the operations of the Business at the Communities set forth next to their name on Schedule 2, including by holding all material licenses and permits and operating assets and maintaining relationships with residents and other counterparties;

WHEREAS, on February 2, 2026 (the "**Petition Date**"), each of the Sellers commenced a case by filing a petition for relief under chapter 11 of the Bankruptcy Code (collectively, the "**Bankruptcy Cases**") in the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division (the "**Bankruptcy Court**"). The Bankruptcy Cases are being jointly administered under the caption *Inspired Healthcare Capital Holdings, LLC et al.*, Case No. 26-90004, for procedural purposes only pursuant to Bankruptcy Rule 1015(b) and Local Rule 1015-1. The Sellers continue to operate their businesses and manage their properties as debtors and debtors-in-possession pursuant to Bankruptcy Code sections 1107(a) and 1108;

WHEREAS, in accordance with the Bidding Procedures attached to the Bidding Procedures Order entered by the Bankruptcy Court, and subject to the terms and conditions set forth in this Agreement and the entry of the Sale Order, (a) the DST Sellers desire to sell all of their right, title and interest in and to the Owned Real Property, together with all rights and interests appurtenant thereto, and (b) the Master Tenant Sellers and the DST Sellers desire to sell all of their right, title and interest in and to the Operating Assets, in each case in accordance with the terms and subject to the conditions set forth in this Agreement;

WHEREAS, upon the Initial Closing and each Subsequent Closing (if any), the Acquired Assets and Assumed Liabilities relating thereto shall be purchased and assumed by Buyer pursuant to the Sale Order, free and clear of all Liens (other than Permitted Liens), pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, and Rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedure;

WHEREAS, the Sellers' ability to consummate the transactions set forth in this Agreement is subject to, among other things, the entry of the Sale Order by the Bankruptcy Court; and

WHEREAS, the board of directors, board of managers, manager, managing member, or similar governing body of each Seller has determined that it is advisable and in the best interests of such Seller and its constituencies to enter into this Agreement and to consummate the transactions provided for herein, subject to entry of the Sale Order, and each has approved the same.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the foregoing and of the representations, warranties, covenants, agreements and conditions herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions. For purposes of this Agreement, the following terms have the meanings specified or referenced below.

"**Acquired Assets**" has the meaning set forth in Section 2.1(b).

"**Action**" means any legal action, suit, petition, plea, charge, claim, demand, hearing, inquiry, arbitration, complaint, grievance, summons, litigation, mediation, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), prosecution, contest, inquest, audit, examination, investigation or similar matter commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority.

"**Affiliate**" means, with respect to any Person, any other Person that, directly or indirectly, Controls, is Controlled by, or is under common Control with such Person. For purposes of this definition, "**Control**" (and its correlative 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 or policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"**Agreement**" has the meaning set forth in the Preamble.

"**Allocation**" means, with respect to each Community listed on Schedule 2, the portion of the Purchase Price allocated to such Community, as set forth on Schedule 2.

"**Allocation Statement**" means, as applicable, the Initial Closing Allocation Statement or any Subsequent Closing Allocation Statement. The Parties will not take any position (whether in audits, Tax Returns, or otherwise) that is inconsistent with any Allocation Statement.

"**Alternative Transaction**" means any sale, disposition, new-money investment, restructuring, reorganization, merger, amalgamation, acquisition, consolidation, dissolution, debt investment, equity investment, liquidation, asset sale, share issuance, consent solicitation, exchange offer, tender offer, recapitalization, plan of reorganization or liquidation, share exchange, business combination, joint venture, debt incurrence, or similar transaction involving the Sellers or any of their respective Subsidiaries (including, for the avoidance of doubt, a transaction premised on a sale of assets under Section 363 of the Bankruptcy Code), or the debt,

equity, or other interests in the Sellers or any of their respective Subsidiaries that transfers to or vests ownership of the Business, or substantially all of its assets in any party other than Buyer.

"**Antitrust Law**" means, collectively, the HSR Act, title 15 of the United States Code §§ 1-7, as amended (the Sherman Act), Title 15 of the United States Code §§ 12-27 and Title 29 of the United States Code §§ 52-53, as amended (the Clayton Act), the Federal Trade Commission Act (15 U.S.C. § 41 et seq.), as amended, and the rules and regulations promulgated thereunder, and all other national, state, local or foreign Legal Requirements in effect from time to time that are designed or intended to (a) prohibit, restrict or regulate actions or transactions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition; or (b) regulate transactions involving foreign investments, including any Legal Requirements that provide for review of national security matters in any jurisdiction.

"**Apportioned Taxes**" has the meaning set forth in Section 8.1(b).

"**Assumed Contracts**" has the meaning set forth in Section 2.5(a)(i).

"**Assumed Liabilities**" has the meaning set forth in Section 2.3.

"**Assumption Agreement**" means the Assignment and Assumption Agreement, in substantially the form attached hereto as Exhibit A.

"**Auction**" means the auction for the sale of the Business conducted by Sellers if, and only if, any Qualified Bid (other than this Agreement) is received pursuant to the terms and conditions of the Bidding Procedures Order.

"**Avoidance Action**" means any and all actual or potential avoidance, recovery, subordination, or other claims, actions, or remedies that may be brought by or on behalf of the Sellers, their estates, or other authorized parties in interest to avoid a transfer of property or an obligation incurred by the Sellers pursuant to any applicable section of the Bankruptcy Code, including sections 502, 510, 542, 544, 545, 547 through and including 553, and 724(a) of the Bankruptcy Code, or under similar or related state, federal, and non-U.S. statutes and common law, including fraudulent transfer laws or fraudulent conveyance.

"**Back-Up Bid**" has the meaning set forth in the Bidding Procedures.

"**Back-Up Bid Termination Date**" has the meaning set forth in Section 7.8(a).

"**Back-Up Bidder**" has the meaning set forth in the Bidding Procedures.

"**Back-Up Bidder Community**" has the meaning set forth in Section 2.1(c)(iv).

"**Bankruptcy and Equity Exceptions**" has the meaning set forth in Section 5.3.

"**Bankruptcy Cases**" has the meaning set forth in the recitals.

"**Bankruptcy Code**" means Title 11 of the United States Code, Sections 101 et seq.

"**Bankruptcy Court**" has the meaning set forth in the recitals.

"**Bid Protections**" has the meaning set forth in Section 12.1.

"**Bidding Procedures**" means those certain bid procedures set forth as Exhibit 1 to the Bidding Procedures Order, as such procedures may be amended from time to time thereafter in accordance with the Bidding Procedures Order.

"**Bidding Procedures Order**" means the Order of the Bankruptcy Court approving the Bidding Procedures entered at Docket No. 465.

"**Bill of Sale**" means a Bill of Sale, in substantially the form attached hereto as Exhibit B.

"**Bridging Agreement**" has the meaning set forth in Section 7.11(b)

"**Business**" means the business and operations of the Sellers consisting of the ownership, development, leasing, management, operation, and investment in senior living communities and related healthcare real estate, including communities providing independent living, assisted living, memory care or other senior housing and care services, together with all activities ancillary or related thereto, including the provision or arrangement of resident services, property management, marketing, development, asset management, and investment management functions, in each case as conducted by the Sellers as of the applicable Closing Date.

"**Business Day**" means any day of the year on which national banking institutions in New York, New York are open to the public for conducting business and are not required or authorized to close.

"**Buyer**" has the meaning set forth in the Preamble and shall also include any Buyer Designee.

"**Buyer Community Removal Notice**" has the meaning set forth in Section 2.1(d).

"**Buyer Designee**" has the meaning set forth in Section 2.1.

"**Buyer Employees**" has the meaning set forth in Section 8.6(a).

"**Buyer Healthcare Permit**" means a Healthcare Permit required to be obtained by Buyer pursuant to (and in accordance with) Section 7.11(a).

"**Causes of Action**" means any claim, interest, damage, remedy, cause of action, proceeding, demand, right, action, suit, obligation, liability, account, defense, offset, power, privilege, license, Lien, indemnity, guaranty, franchise, debt, judgment, or controversy of any kind or character whatsoever, whether known or unknown, choate or inchoate, foreseen or unforeseen, existing or hereinafter arising, contingent or noncontingent, disputed or undisputed, liquidated or unliquidated, secured or unsecured, matured or unmatured, suspected or unsuspected, assertable directly or derivatively, reduced to judgment or otherwise, whether arising before, on, or after the commencement of the Bankruptcy Cases, in contract, tort, law, equity, or otherwise pursuant to any theory of law. For the avoidance of doubt, Causes of Action include the following: (a) any

right of setoff, counterclaim, or recoupment and any claim under contracts or for breaches of duties imposed by law or in equity; (b) any claim based on or relating to, or in any manner arising from, in whole or in part, breach of fiduciary duty, violation of local, state, federal, or foreign law, or breach of any duty imposed by law or in equity, including securities laws, negligence, and gross negligence; (c) any claims or causes of action for aiding and abetting (including of breaches of fiduciary duties), knowing participation (including knowing participation in breach of fiduciary duty), and conspiracy (including conspiracy to breach fiduciary duty); (d) any claims or causes of action for illegal dividends; (e) any claims or causes of action for fraud, misrepresentations, or omissions; (f) the right to object to, subordinate, disallow, or otherwise contest Liens and Claims; (g) any claim or defense, including fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (h) any Avoidance Action.

"**Claim**" means a "claim" as defined in Section 101(5) of the Bankruptcy Code.

"**Closing**" means the Initial Closing or any Subsequent Closing, as the context requires.

"**Closing Cash Payment**" has the meaning set forth in Section 3.1(a).

"**Closing Date**" means the Initial Closing Date or any Subsequent Closing Date, as the context requires.

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

"**Community**" means the Owned Real Property of the applicable DST Seller and Operating Assets of such DST Sellers and the applicable Master Tenant Seller related to each senior living community identified under the heading "Community" on Schedule 2 hereto.

"**Community-Level Material Adverse Effect**" means, with respect to any individual Community, any fact, state of facts, change, circumstance, occurrence, effect, event, result or development that, individually or in the aggregate, has had, or would reasonably be expected to have, a material adverse effect on the assets, properties, operations, condition (financial or otherwise), or results of operations of such Community, considered individually and not together with any other Community or the Business taken as a whole; provided, however, that none of the following shall be taken into account in determining whether a Community-Level Material Adverse Effect has occurred or is continuing with respect to any Community: (i) the filing, commencement or pendency of the Bankruptcy Cases or any actions taken in connection therewith; (ii) the execution, delivery or announcement of this Agreement or the transactions contemplated hereby, including any impact thereof on relationships with customers, suppliers, distributors, partners, employees or other business counterparties of such Community; (iii) any action required to be taken pursuant to this Agreement or any action taken or not taken at the request of, or with the consent of, Buyer; (iv) any changes in Legal Requirements or accounting principles or interpretations thereof; (v) general economic, business, financial, credit or capital market conditions, including changes in interest rates or exchange rates; (vi) any geopolitical conditions, outbreak or escalation of hostilities, acts of terrorism, civil unrest or similar events; (vii) any epidemic, pandemic, public health emergency or disease outbreak; (viii) any natural or man-made disaster, weather event or force majeure event; (ix) any failure of such Community to meet any projections, forecasts, estimates or budgets (it being understood that the underlying causes of such

failure may be taken into account in determining whether a Community-Level Material Adverse Effect has occurred); (x) any loss, reduction or change in the terms of any Contract, customer relationship, supplier relationship or employee relationship with respect to such Community; (xi) any liquidity issues, working capital fluctuations or cash flow conditions with respect to such Community; and (xii) any matters disclosed in this Agreement or in the Disclosure Schedules with respect to such Community; provided, that any event, occurrence, fact, condition or change referred to in clauses (iv) through (viii) above shall be taken into account in determining whether a Community-Level Material Adverse Effect has occurred or would reasonably be expected to occur to the extent that such event, occurrence, fact, condition or change has a materially isolated and disproportionate and adverse effect on the Business, taken as a whole, relative to other similarly situated businesses of the same size and operating in the same industry.

"**Community Removal Notice**" has the meaning set forth in Section 2.1(c)(ii).

"**Contract**" means any agreement, contract, obligation, promise, undertaking, lease (including any Leases), sublease, purchase order, arrangement, license, commitment, insurance policy or other binding arrangement or understanding (in each case whether written or oral), and any amendments, modifications or supplements thereto.

"**Cure Costs**" means all monetary liabilities, including pre-petition monetary liabilities, of Sellers that must be paid or otherwise satisfied to cure all of Sellers' monetary defaults under the Assumed Contracts pursuant to Section 365 of the Bankruptcy Code at the time of the assumption thereof and assignment to Buyer as provided hereunder as such amounts are determined by the Bankruptcy Court.

"**Data Room**" has the meaning set forth in Section 1.2(a)(x).

"**Deeds**" means the special warranty deeds (or such other form of deed as is customary in the applicable jurisdiction), in recordable form, to be executed and delivered by each DST Seller at the applicable Closing, conveying such DST Seller's Owned Real Property (being transferred at such Closing) to Buyer or the applicable Buyer Designee.

"**Deposit**" has the meaning set forth in Section 3.2(a).

"**Determination Date**" has the meaning set forth in Section 2.5(a)(i).

"**Disclosure Schedules**" means the Disclosure Schedules attached hereto, dated as of the Execution Date, delivered by Sellers to Buyer in connection with the execution of this Agreement.

"**Disputed Contract**" has the meaning set forth in Section 2.5(a)(i).

"**Disputed Contract Determination**" has the meaning set forth in Section 2.5(a)(iv).

"**Documents**" means all of the documents that are used or useful in, held for use in, or intended to be used in, or that arise in any way out of, the Business.

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

"**Employees**" means all employees of any Seller, any Affiliate of any Seller or any of their third-party management companies providing services at, or on behalf of, the Communities of the Business.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

"**Escrow Agent**" means Ankura Trust Company, LLC.

"**Escrow Agreement**" has the meaning set forth in Section 3.2(a).

"**Escrow Amount**" means an amount equal to five percent (5%) of the aggregate Allocations as of the Execution Date.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Excluded Assets**" has the meaning set forth in Section 2.2.

"**Excluded Contracts**" has the meaning set forth in Section 2.5(a)(i).

"**Excluded Liabilities**" has the meaning set forth in Section 2.4.

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

"**Expense Reimbursement**" has the meaning set forth in Section 12.2(b).

"**Final Closing**" has the meaning set forth in Section 11.1.

"**Final Order**" means a judgment or Order of the Bankruptcy Court (or any other court of competent jurisdiction) entered on the docket in the Bankruptcy Case (or the docket of such other court), which has not been modified, amended, reversed, vacated or stayed and as to which (a) the time to appeal, petition for certiorari, or move for a new trial, stay, reargument or rehearing has expired and as to which no appeal, petition for certiorari or motion for new trial, stay, reargument or rehearing shall then be pending or (b) if an appeal, writ of certiorari, new trial, stay, reargument or rehearing thereof has been sought, such Order or judgment of the Bankruptcy Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, stay, reargument or rehearing shall have expired, as a result of which such Action or Order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure; provided, however, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Federal Rules of Bankruptcy Procedure, may be filed relating to such Order, shall not cause an Order not to be a Final Order.

"**Full Break-Up Fee**" has the meaning set forth in Section 12.3.

"**Governmental Authority**" means any United States or non-United States federal, state, provincial, or local governmental, or regulatory commission, board, bureau, agency, court, or other tribunal of any of the foregoing.

"**Governmental Authorization**" means any approval, consent, license, permit, waiver or other authorization issued, granted or otherwise made available by or under the authority of any Governmental Authority.

"**Healthcare Permits**" means all Permits issued by state health departments, state aging or human services agencies, or other Governmental Authorities having jurisdiction over the licensure or certification of assisted living facilities, memory care facilities, residential care facilities, or other senior care operations included in the Business, including state-issued assisted living facility licenses, memory care endorsements or designations, residential care facility licenses, and any Medicaid provider agreements and certifications.

"**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and any implementing regulations promulgated thereunder (including the Standards for Privacy of Individually Identifiable Health Information, the Security Standards for the Protection of Electronic Protected Health Information and the Standards for Electronic Transactions and Code Sets promulgated thereunder) and applicable Legal Requirements regarding patient privacy and the security, storage, disposal, transmission, use or disclosure of health care records or information protected as "personal data," "personal information," "personal identifiable information," or "personal health information" among others.

"**HSR Act**" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder and any successor to such statute, rules, or regulations.

"**Improvements**" means the buildings, structures, fixtures, systems, facilities, easements, rights-of-way, privileges, improvements, parking areas, landscaped areas, PP&E, licenses, appurtenances and all other rights and benefits appurtenant or in any way related to or demised under any lease of, or other contract or agreement for the use of, the Owned Real Property.

"**Initial Closing**" has the meaning set forth in Section 4.1(a).

"**Initial Closing Allocation Statement**" has the meaning set forth in Section 3.3(a).

"**Initial Closing Date**" has the meaning set forth in Section 4.1(a).

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

"**Lease**" and "**Leases**" means all leases, subleases, licenses, sublicenses, occupancy agreements, access agreements, memoranda, amendments, restatements, modifications, supplements, and assignments.

"**Legal Requirement**" means any federal, state, provincial, county, local, municipal, foreign, international, or multinational law (statutory, common or otherwise), constitution, treaty, convention, ordinance, equitable principle, code, rule, regulation or Order enacted, adopted, promulgated or applied by any Governmental Authority.

"**Liability**" means any liability, obligation, indebtedness, claim, loss, damage, deficiency, cost, expense, or responsibility of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, due or to become due, direct or indirect, or otherwise, including those arising under any Legal Requirement or Contract.

"**Lien**" means any "interest" as that term is used in Section 363(f) of the Bankruptcy Code, mortgage, deed of trust, pledge, assignment, successor liability, security interest, encumbrance, easement, condition, covenant, reservation, lien, mechanics lien, claim, charge, hypothecation, warrant, deemed trust, action, or claim of any kind or nature whatsoever in respect of any property, including any of the foregoing created by, arising under, or evidenced by any conditional sale or other title retention agreement, the interest of a lessor under a capital lease, any financing lease having substantially the same economic effect as any of the foregoing, or the filing of a financing statement naming the owner of the property as to which such lien relates as the debtor under the Uniform Commercial Code or any comparable Legal Requirement in any other jurisdiction.

"**MAE Removed Community**" has the meaning set forth in Section 2.1(d).

"**Master Tenant Sellers**" has the meaning set forth in the Preamble.

"**Material Adverse Effect**" means any fact, state of facts, change, circumstance, occurrence, effect, event, result or development that, individually or in the aggregate, has had, or would reasonably be expected to have, a material adverse effect on (a) the ability of the Sellers to consummate the transactions contemplated by this Agreement or to perform any of their material obligations under this Agreement or (b) the Business as it relates to the Communities, taken as a whole; provided, however, that, with respect to clause (b), none of the following shall be taken into account in determining whether a Material Adverse Effect has occurred: (i) the filing, commencement or pendency of the Bankruptcy Cases or any actions taken in connection therewith; (ii) the execution, delivery or announcement of this Agreement or the transactions contemplated hereby, including any impact thereof on relationships with customers, suppliers, distributors, partners, employees or other business counterparties; (iii) any action required to be taken pursuant to this Agreement or any action taken or not taken at the request of, or with the consent of, Buyer; (iv) any changes in Legal Requirements or accounting principles or interpretations thereof; (v) general economic, business, financial, credit or capital market conditions, including changes in interest rates or exchange rates; (vi) any geopolitical conditions, outbreak or escalation of hostilities, acts of terrorism, civil unrest or similar events; (vii) any epidemic, pandemic, public health emergency or disease outbreak; (viii) any natural or man-made disaster, weather event or force majeure event; (ix) any failure of the Business to meet any projections, forecasts, estimates or budgets (it being understood that the underlying causes of such failure may be taken into account); (x) any loss, reduction or change in the terms of any Contract, customer relationship, supplier relationship or employee relationship; (xi) any liquidity issues, working capital fluctuations or cash flow conditions of the Business; and (xii) any matters disclosed in this Agreement or in the Disclosure Schedules.

"**Maximum Expense Reimbursement Amount**" has the meaning set forth in Section 12.2(a).

"**New Licensee**" means the Buyer or Buyer Designee under the Interim Sublease who shall apply for a New Licensee Permit.

"**New Licensee Permit**" means a license issued to the applicable New Licensee to operate the applicable Community as the type of Community set forth opposite its name on Schedule 1.1.

"**Operating Assets**" has the meaning set forth in Section 2.1(b).

"**Order**" means any order, writ, injunction, judgment, verdict, ruling, decision, subpoena, mandate, precept, command, directive, consent, approval, award, decree or similar determination or finding entered, issued, made or rendered by any Governmental Authority or an arbitrator, mediator or other quasi-judicial or judicially sanctioned Person.

"**Ordinary Course of Business**" means, with respect to any Person, the ordinary and usual course of normal day-to-day operations of such Person and its business, consistent with its past practice (including with respect to quality, quantity and frequency).

"**Organizational Documents**" means (a) any certificate or articles of incorporation, bylaws, certificate or articles of formation, operating agreement or partnership agreement, (b) any documents comparable to those described in clause (a) as may be applicable pursuant to any Legal Requirements, and (c) any amendment or modification to any of the foregoing.

"**Outside Date**" has the meaning set forth in Section 11.1(b).

"**Owned Real Property**" means all fee-owned real property owned by any DST Seller that is listed on Schedule 2 (as such Schedule may be amended from time-to-time pursuant to Section 2.1(c)).

"**Party**" or "**Parties**" means, individually or collectively, Buyer and Sellers.

"**Paying Agent**" means any bank, trust company, or other financial institution designated in writing by Sellers in accordance with Section 7.12 to receive and distribute the proceeds of any Closing on behalf of Sellers.

"**Paying Agent Notice**" has the meaning set forth in Section 7.12.

"**Permits**" means any permit, license, registration, certificate, approval, consent, authorization, qualification, accreditation, exemption, variance, waiver, or similar right or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Authority.

"**Permitted Liens**" means (a) statutory Liens for current Taxes or other governmental charges not yet due and payable or the amount or validity of which is being contested in good faith by appropriate Actions by any Seller; (b) the Liens set forth on Schedule 1.1 and (c) with respect to any Owned Real Property, (i) easements, rights-of-way, covenants, conditions, restrictions and other similar matters of record, (ii) zoning, entitlement and other land use laws and regulations, and (iii) non-monetary Liens that do not secure the payment of money and do not, individually or in the aggregate, result in a Material Adverse Effect.

"**Person**" means any individual, corporation (including any non-profit corporation), partnership, limited liability company, joint venture, unincorporated organization, estate, trust, association, organization or other legal entity or group (as defined in section 13(d)(3) of the Exchange Act) or Governmental Authority.

"**Petition Date**" has the meaning set forth in the recitals.

"**Plan**" and "**Plans**" means employee benefit, welfare, supplemental unemployment benefit, employment, offer letter, individual consulting, change in control, retention, severance pay, bonus, pension, profit sharing, retirement, deferred compensation, incentive compensation, stock compensation, stock option, stock appreciation, phantom stock option, other equity or equity-based compensation, vacation, sick leave, death benefit, health or other medical, dental, life, disability, or other insurance, Code section 125 "cafeteria" or "flexible" benefit, employee loan, educational assistance, fringe benefit, or other similar plan, program, agreement, or arrangement, whether written or oral, including any (a) "employee benefit plan" within section 3(3) of ERISA or (b) other employee benefit plans, programs, agreements or arrangements, whether or not subject to ERISA, sponsored, maintained, contributed to or required to be contributed to, or entered into, by the Sellers, or pursuant to which the Sellers have any Liability, in each case, for the benefit of their current or former officers, directors, employees, individual consultants, their dependents or beneficiaries, other than plans established pursuant to statute.

"**Post-Closing Tax Period**" has the meaning set forth in Section 8.1(b).

"**PP&E**" means all personal property and equipment of the Sellers primarily used in, held for use in, or arising out of the conduct of the Business.

"**Pre-Closing Tax Period**" has the meaning set forth in Section 8.1(b).

"**Previously Omitted Contract**" has the meaning set forth in Section 2.5(b)(i).

"**Previously Omitted Contract Designation**" has the meaning set forth in Section 2.5(b)(i).

"**Previously Omitted Contract Notice**" has the meaning set forth in Section 2.5(b)(i).

"**Pro Rata Break-Up Fee**" has the meaning set forth in Section 12.3(b).

"**Purchase Price**" has the meaning set forth in Section 3.1.

"**Qualified Bid**" has the meaning set forth in the Bidding Procedures.

"**Real Property Assets**" has the meaning set forth in Section 2.1(a).

"**Reinclusion Notice**" has the meaning set forth in Section 4.1(b)(i).

"**Removed Community**" has the meaning set forth in Section 2.1(c)(ii).

"**Representative**" means, with respect to a particular Person, any director, manager, officer, employee, agent, consultant, advisor or other representative of such Person, including legal counsel, accountants and financial advisors.

"**Resident Agreements**" means, with respect to each Community, those leases, occupancy, residency, and similar written agreements entered into with the residents of such Community, whether in the name of the applicable Master Tenant Seller or any other Person, and all amendments, modifications, supplements, renewals and extensions thereof.

"**Resident Records**" has the meaning set forth in Section 8.3.

"**Sale Hearing**" means the hearing to consider the entry of the Sale Order.

"**Sale Order**" means an Order of the Bankruptcy Court, substantially in the form agreed to by Sellers and Buyer, or otherwise reasonably acceptable to Buyer, pursuant to, inter alia, Sections 105, 363 and 365 of the Bankruptcy Code authorizing and approving, inter alia, the sale of the Acquired Assets to Buyer or the Buyer Designees, as applicable, on the terms and conditions set forth herein, free and clear of all Liens (other than Permitted Liens), and the assumption and assignment of the Assumed Contracts to Buyer or the Buyer Designees, as applicable, and containing findings of fact and conclusions of law that Buyer or the Buyer Designees, as applicable, has acted in "good faith" within the meaning of Section 363(m) of the Bankruptcy Code.

"**Sales Taxes**" has the meaning set forth in Section 8.1(a).

"**Seller Healthcare Permits**" means, with respect to each Community set forth on Schedule 2 as of the applicable time, all Healthcare Permits held by a Seller in connection with the operation of the Business at such Community.

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

"**Sellers' Knowledge**," "**Knowledge of Sellers**" or like terms means the actual knowledge of H. Benjamin Jones, Elliot Neumann and Carrie Todd.

"**Straddle Period**" has the meaning set forth in Section 8.1(b).

"**Subsequent Closing**" has the meaning set forth in Section 4.1(b)(ii).

"**Subsequent Closing Allocation Statement**" has the meaning set forth in Section 3.3(c).

"**Subsequent Closing Cash Payment**" has the meaning set forth in Section 3.1(a).

"**Subsequent Closing Date**" has the meaning set forth in Section 4.1(b)(ii).

"**Subsequent Closing Deadline**" has the meaning set forth in Section 3.2(b)(vi).

"**Subsidiary**" means any entity with respect to which a specified Person (or a Subsidiary thereof) has the power, through the ownership of securities or otherwise, to elect a majority of the managers, directors or similar managing body.

"**Successful Bidder**" has the meaning set forth in the Bidding Procedures.

"**Tax**" or "**Taxes**" (and with correlative meaning, "Taxable" and "Taxing") means (a) any U.S. federal, state, provincial, local, non-U.S. or other income, alternative, minimum, addon minimum, accumulated earnings, personal holding company, franchise, capital stock, net worth, capital, profits, intangibles, windfall profits, gross receipts, value added, sales, use, goods and services, excise, customs duties, transfer, conveyance, mortgage, registration, stamp, documentary, recording, premium, severance, natural resources, real property, personal property, ad valorem, intangibles, rent, occupancy, license, occupational, employment, unemployment insurance, social security, disability, workers' compensation, payroll, health care, withholding, estimated or other similar tax, duty, levy or other governmental charge or assessment or deficiency thereof (including all interest and penalties thereon and additions thereto, whether disputed or not) and (b) any liability for any items described in clause (a) payable by reason of contract, transferee liability or operation of law (including Treasury Regulations Section 1.1502-6) or otherwise.

"**Tax Return**" means any return, declaration, report, claim for refund, information return or other document (including any related or supporting estimates, elections, schedules, statements, or information) filed or required to be filed in connection with the determination, assessment or collection of any Tax or the administration of any laws, regulations or administrative requirements relating to any Tax.

"**Taxing Authority**" means the Internal Revenue Service and any other Governmental Authority that has the right to impose Taxes on the Sellers.

"**Title Company**" means Chicago Title Insurance Company.

"**Title Company Agreement**" means an agreement, in substantially the form of Exhibit C hereto (with such changes as may be mutually agreed by the Parties), which shall be executed and delivered by the Parties and the Title Company by the date that is not later than five (5) Business Days prior to the Auction (provided, that if such agreement among the Parties and the Title Company is not executed and delivered by Buyer and the Title Company by such date, such failure shall be deemed a Buyer default and Sellers shall be permitted to immediately terminate this Agreement and retain the Deposit as and for Sellers' liquidated damages).

"**Transaction Documents**" means this Agreement, the Assumption Agreement, the Bill of Sale, any Bridging Agreement(s), the Deeds, and any other agreements, instruments or documents entered into at the applicable Closing pursuant to this Agreement.

"**Transfer Taxes**" has the meaning set forth in Section 8.1(a).

"**Transferred Community**" means each Community other than a Community removed in accordance with Section 2.1(c) or Section 2.1(d) and not reinstated.

"**WARN Act**" means the Worker Adjustment and Retraining Notification Act of 1988, as amended, and any similar state, local or foreign Legal Requirement relating to plant closings, relocations, mass layoffs or employment losses.

1.2 Other Definitions and Interpretive Matters.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(i) 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 is a day other than a Business Day, the period in question shall end on the next succeeding Business Day.

(ii) Day. Any reference in this Agreement to days (but not Business Days) means calendar days.

(iii) Dollars. Any reference in this Agreement to $ means United States dollars.

(iv) Exhibits/Schedules. All Exhibits and Schedules attached or annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

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

(vi) 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.

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

(viii) Including. The word "including" or any variation thereof means "including, without limitation," and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(ix) Or. The word "or" shall be disjunctive but not exclusive.

(x) Provided. To the extent that any documents or other materials were present (and continuously accessible by and visible to the Buyer through the Closing Date) in the Project Orange Virtual Data Room hosted by Intralinks and maintained by Raymond James in connection with the transactions contemplated in this Agreement (the "**Data Room**") at least one (1) Business Day prior to the Closing Date, such documents or other materials shall be deemed "delivered", "provided" and "made available" (and all similar phrases used herein that mean such) to Buyer for all purposes of this Agreement.

(b) 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 limiting the foregoing, no rule of strict construction construing ambiguities against the draftsperson shall be applied against any Person with respect to this Agreement.

ARTICLE 2
PURCHASE AND SALE

2.1 Purchase and Sale. Subject to the entry of the Sale Order and upon the terms and subject to the conditions of this Agreement, at the Initial Closing and at each Subsequent Closing, as applicable, Sellers shall sell, transfer, assign, convey and deliver to Buyer or one or more other Persons designated by Buyer (each, a "**Buyer Designee**"), and Buyer shall purchase and acquire from each such Seller, all of such Seller's right, title and interest in and to the following assets (other than Excluded Assets), in each case free and clear of all Liens (other than Permitted Liens) (collectively, the "**Acquired Assets**"):

(a) Real Property Assets. With respect to each DST Seller, the Owned Real Property owned by such DST Seller that is then listed on Schedule 2 (as modified pursuant to Section 2.1(c)), together with all Improvements (including all fixtures) and all rights and interests appurtenant thereto (collectively, the "**Real Property Assets**"), including:

(i) any rents, receivables and other amounts payable in respect thereof for all periods following the applicable Closing;

(ii) all leases, subleases and other occupancy agreements affecting the Owned Real Property;

(iii) all contracts, agreements and rights to the extent primarily related to the ownership, use, operation or maintenance of such Owned Real Property that are designated by Buyer as Assumed Contracts pursuant to Section 2.5;

(iv) all Permits, to the extent transferable, that are primarily related to the ownership, use or operation of such Owned Real Property;

(v) to the extent permitted by Legal Requirements, all Documents and other books and records to the extent primarily related to the Owned Real Property and reasonably necessary for the ownership and operation thereof, including financial and accounting files (but excluding the general corporate files and records of the DST Sellers), and correspondence;

(vi) to the extent assignable, all rights under or arising out of all third-party insurance policies to the extent relating to damage to or loss of the Owned Real Property, including third-party property and casualty insurance proceeds and other insurance proceeds;

(vii) all claims, interests, rights, rebates, refunds, abatements, remedies, recoveries and benefits of the DST Sellers, and all claims and causes of action (other than with respect to Taxes), including those arising out of Assumed Contracts, express or implied warranties, representations, licenses and guarantees from suppliers, manufacturers, contractors or others, in each case to the extent arising from damage to or defects in the Owned Real Property or Improvements; provided, that, for the avoidance of doubt, no breach of fiduciary duty claim, commercial tort claim or claim for fraud or intentional misrepresentation arising from the Owned Real Property or Improvements shall constitute an Acquired Asset; and

(viii) all assets, if any, listed on Schedule 2.1(a)(viii) (regardless of whether such assets are covered by any of the foregoing).

(b) Operating Assets. With respect to each DST Seller and each Master Tenant Seller, all assets (other than Excluded Assets and, in the case of DST Sellers, other than the Real Property Assets) of such Seller (or held by a Third-Party Manager on behalf of such Seller) to the extent primarily used in, held for use in, or arising out of the conduct of the Business (collectively, the "**Operating Assets**"), including:

(i) all Permits, to the extent transferable. Notwithstanding anything in this Section 2.1(b)(i) to the contrary, with respect to any Seller Healthcare Permit, the Parties shall not purport to transfer or assign such Seller Healthcare Permit at the applicable Closing, and Buyer (or applicable Buyer Designee) shall not operate any senior care community under any Seller Healthcare Permit held by Sellers after the applicable Closing except pursuant to any applicable Bridging Agreement executed by the Parties in accordance with Section 7.11 hereof;

(ii) all Contracts assumed pursuant to Section 2.5;

(iii) to the extent permitted by Legal Requirements, all Documents and other books and records to the extent related to the Business;

(iv) all intangible assets, goodwill, trade names, service marks, and intellectual property used in the Business;

(v) all rights under or arising out of third-party insurance policies to the extent relating to the Business;

(vi) all claims, interests, rights, rebates, refunds, abatements, remedies, recoveries and benefits of the Master Tenant Sellers arising from the conduct of the Business, including those arising out of express or implied warranties, representations, licenses and guarantees;

(vii) all security deposits and prepaid rents held under or pursuant to all Resident Agreements; and

(viii) all assets, if any, listed on Schedule 2.1(b)(vii).

To the extent any Operating Assets are held by or in the name of a Third-Party Manager, the applicable Seller shall use commercially reasonable efforts to cause such Third-Party Manager to sell, transfer, assign, convey and deliver all right, title and interest in and to such Operating Assets (i) directly to Buyer or a Buyer Designee, or (ii) first to such Seller and then to Buyer or a Buyer Designee, in either case effective as of the applicable Closing Date.

(c) Sellers' Right to Remove Communities.

(i) Communities; Allocation. The Communities to be transferred pursuant to this Agreement, together with the Allocation attributable to each such Community, are set forth on Schedule 2.

(ii) Right to Remove Communities. Notwithstanding anything to the contrary in this Agreement, the Sellers shall have the right, exercisable in their sole discretion, to remove one or more Communities from Schedule 2 at any time prior to the Initial Closing Date if, at the Auction, pursuant to Section 7.10 or otherwise pursuant to the Bidding Procedures, another bidder has submitted, and the Sellers have determined to accept (or are required by the Bankruptcy Court to accept), a higher or otherwise better bid for a Community (as compared to the Allocation attributable thereto under this Agreement). Sellers shall exercise such right by delivering written notice to Buyer (a "**Community Removal Notice**") identifying each Community being removed (each, a "**Removed Community**") as promptly as reasonably practicable after the determination that a higher or better bid has been received for such Removed Community, and in any event no later than two (2) Business Days prior to the Initial Closing Date (or, if a Community Removal Notice is delivered after the Auction, as promptly as reasonably practicable thereafter).

(iii) Automatic Purchase Price Reduction. Upon delivery of a Community Removal Notice, (A) each Removed Community identified therein shall automatically and immediately cease to be an Acquired Asset or a part of the Acquired Assets for all purposes of this Agreement, (B) Schedule 2 shall be deemed automatically amended to remove such Removed Community, and (C) the Purchase Price shall be automatically reduced by an amount equal to the aggregate of the Allocations attributable to all Removed Communities identified in such

Community Removal Notice, without any further action by the Parties and without any adjustment, offset, or other payment obligation arising therefrom. For the avoidance of doubt, no reduction in the Purchase Price pursuant to this Section 2.1(c)(iii) shall give Buyer any right to terminate this Agreement or constitute a failure of any condition set forth in Article 9 or Article 10, provided, that at least one Community remains on Schedule 2 as of the Initial Closing Date.

(iv) Back-Up Bidder Designation. If Buyer is designated as the Back-Up Bidder with respect to any Removed Community (any such Removed Community for which Buyer holds Back-Up Bidder status, a "**Back-Up Bidder Community**"), Buyer shall maintain its Back-Up Bid with respect to such Back-Up Bidder Community on the terms and conditions set forth in this Agreement (including, for the avoidance of doubt, the Allocation attributable thereto on Schedule 2) during the period in which Buyer serves as the Back-Up Bidder for such Back-Up Bidder Community pursuant to the Bidding Procedures Order, subject to the provisions of Section 4.1(b). Nothing in this Section 2.1(c)(iv) shall require Buyer to improve its bid with respect to any Back-Up Bidder Community.

(d) Buyer's Right to Remove Communities.

(i) Right to Remove. Notwithstanding anything to the contrary in this Agreement, Buyer shall have the right, exercisable in its sole discretion, to remove any Community from Schedule 2 if a Community-Level Material Adverse Effect with respect to such Community has occurred and is continuing prior to the applicable Closing with respect to such Community. Buyer shall exercise such right by delivering written notice to Sellers (a "**Buyer Community Removal Notice**") identifying the Community being removed (each such Community, a "**MAE Removed Community**") no later than the Initial Closing Date or Subsequent Closing Date, as applicable; provided, however, Buyer shall use commercially reasonable efforts to give notice two (2) Business Days prior to the Initial Closing Date or Subsequent Closing Date, as applicable.

(ii) Automatic Purchase Price Reduction. Upon delivery of a Buyer Community Removal Notice: (1) each MAE Removed Community identified therein shall automatically and immediately cease to be an Acquired Asset or a part of the Acquired Assets for all purposes of this Agreement; (2) Schedule 2 shall be deemed automatically amended to remove such MAE Removed Community; and (3) the Purchase Price shall be automatically reduced by an amount equal to the Allocation attributable to such MAE Removed Community, without any further action by the Parties and without any adjustment, offset, or other payment obligation arising therefrom.

(iii) No Termination Right; Minimum Communities. For the avoidance of doubt, no removal of any Community pursuant to this Section 2.1(d) shall give Sellers any right to terminate this Agreement or constitute a failure of any condition set forth in Article 9 or Article 10; provided, that at least one (1) Community remains on Schedule 2 as of the applicable Closing Date. Nothing in this Section

2.1(d) shall limit or otherwise affect any separate termination rights of Buyer under Section 11.1.

2.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement (including Section 2.1), nothing herein shall be deemed to sell, transfer, assign, convey or deliver any assets of any Seller other than the Acquired Assets expressly set forth in Section 2.1, and all other assets shall be retained by the applicable Seller (the "**Excluded Assets**"). Without limiting the generality of the foregoing, the Excluded Assets shall include:

(a) any cash or cash equivalents, accounts, deposits, investment interests, or other financial assets of the Sellers and all accounts receivable, notes receivable, and other receivables of Sellers arising from or relating to the operation of the Business prior to the applicable Closing Date, together with any security, claim, remedy, or other right related to any of the foregoing;

(b) any Contracts that are not expressly assumed and assigned to Buyer pursuant to Section 2.5;

(c) all Causes of Action of any Seller, including any proceeds thereof, other than those expressly included in the Acquired Assets;

(d) all Causes of Action or any other claims held by or on behalf of any other Person (including any investment funds, creditors or any official committee in the Bankruptcy Cases);

(e) the Organizational Documents, minute books, equityholder records and other corporate, limited liability company or trust records of any Seller;

(f) any documents or records (i) required by applicable Legal Requirements to be retained by any Seller, (ii) that are subject to attorney-client privilege or work product doctrine, or (iii) the transfer of which would violate applicable Legal Requirements;

(g) all Tax refunds, credits and other Tax attributes of any Seller for Pre-Closing Tax Periods;

(h) all Plans and all Contracts, accounts, trusts, rights and other assets relating to the Plans;

(i) all insurance policies of the Sellers and any rights thereunder, except to the extent expressly included in the Acquired Assets;

(j) any rights, claims or causes of action of Sellers under this Agreement or any other Transaction Document;

(k) any (i) Removed Community and all assets associated with or attributable to any Removed Community (including the corresponding Operating Assets of the applicable Master Tenant Seller), for so long as such Removed Community has not been reinstated on Schedule 2 pursuant to Section 4.1(b) and (ii) any MAE Removed

Community and all assets associated with or attributable to any MAE Removed Community (including the corresponding Operating Assets of the applicable Master Tenant Seller); and

(l) any assets listed on Schedule 2.2(1).

2.3 Assumed Liabilities. Subject to entry of the Sale Order, upon the terms and subject to the conditions of this Agreement, at each applicable Closing (whether the Initial Closing or any Subsequent Closing), Buyer shall, effective at the time of such Closing, assume and agree to discharge and perform when due, only the following Liabilities of the Sellers relating to the Acquired Assets being transferred at such Closing (the "**Assumed Liabilities**"), and no other Liabilities:

(a) all Liabilities arising under the Assumed Contracts after the applicable Closing Date;

(b) all Cure Costs;

(c) all Liabilities arising from the ownership, use or operation of the Acquired Assets from and after the applicable Closing Date;

(d) all Liabilities with respect to (i) Taxes imposed on the Acquired Assets that are attributable to any Post-Closing Tax Period and (ii) Sales Taxes and Transfer Taxes;

(e) all employment, labor, compensation, pension, accrued leave entitlements, employee welfare and employee benefits related Liabilities relating to each Buyer Employee arising on or following the Closing or as otherwise specifically provided in Section 8.6 of this Agreement; and

(f) all Liabilities arising from the ownership of the Owned Real Property from and after the applicable Closing Date.

2.4 Excluded Liabilities. Notwithstanding any provision in this Agreement to the contrary, neither Buyer nor any Buyer Designee shall assume, nor shall Buyer or any of its applicable Buyer Designees be obligated to assume or be obliged to pay, perform or otherwise discharge, any Liability of, or Liability against, Sellers of any kind or nature, whether absolute, accrued, contingent or otherwise, whether due or to become due and whether or not known or unknown or currently existing or hereafter arising or matured or unmatured, direct or indirect, and however arising, other than the Assumed Liabilities, and Sellers shall be solely and exclusively liable with respect to all Liabilities of Sellers, other than the Assumed Liabilities (such Liabilities other than Assumed Liabilities, collectively, the "**Excluded Liabilities**").

2.5 Assignment and Assumption of Contracts.

(a) Assumed and Excluded Contracts.

(i) Schedule 2.5(a)(i) sets forth a list of all executory Contracts (including all Leases primarily involving or primarily related to the Business to

which one or more of the Sellers are party) that Buyer has designated as requiring assignment and assumption pursuant to Section 365 of the Bankruptcy Code (the "**Assumed Contracts**") (subject to the terms of this Section 2.5) and sets forth the Seller entity party to such Assumed Contract and Sellers' good faith estimate of the Cure Costs associated with each Assumed Contract as of the Execution Date. From and after the Execution Date but in any event not later than three (3) Business Days prior to the Sale Hearing, the Sellers shall make such additions or deletions to Schedule 2.5(a)(i) as Buyer shall request in writing in Buyer's reasonable discretion and Buyer shall be solely responsible for all Cure Costs and any other Liabilities arising from the designation of any such Contract as an Assumed Contract. Automatically upon the addition of any Contract to Schedule 2.5(a)(i), such Contract shall be an Assumed Contract for all purposes of this Agreement. Buyer shall be responsible for all Cure Costs with respect to Assumed Contracts, and Sellers shall have no Liability with respect thereto. Any deleted Contract shall be deemed to no longer be an Assumed Contract, and for the avoidance of doubt, no Party shall be responsible for any Cure Costs related thereto. The Parties acknowledge and agree that there will be no reduction in, or increase to, the Purchase Price as a result of (x) any change in Cure Costs or (y) any addition or elimination of any Contract as an Assumed Contract. All Contracts of Sellers that are not listed on Schedule 2.5(a)(i) shall not be considered an Assumed Contract or an Acquired Asset and shall be deemed "**Excluded Contracts**"; provided, that Buyer has the right at any time before the date that is three (3) Business Days prior to the applicable Closing Date (such date, the "**Determination Date**") to amend Schedule 2.5(a)(i) to remove from Schedule 2.5(a)(i) any Assumed Contract that is subject to a cure dispute with the counterparty thereto or other dispute with the counterparty thereto as to the assumption or assignment of such Assumed Contract that has not been resolved to the satisfaction of Buyer (in its sole discretion) prior to the Determination Date (any such Contract, a "**Disputed Contract**").

(ii) Sellers shall take all actions reasonably required to assume and assign the Assumed Contracts to Buyer or any of its applicable Buyer Designees, including taking all actions reasonably required to obtain an Order containing a finding that the proposed assumption and assignment of the Assumed Contracts to Buyer satisfies all applicable requirements of Section 365 of the Bankruptcy Code.

(iii) At each applicable Closing, (x) Sellers shall, pursuant to the Sale Order and the Assumption Agreement, assume and assign to Buyer or the applicable Buyer Designee (the consideration for which is included in the Purchase Price) each of the Assumed Contracts that is capable of being assumed and assigned in connection with such assumption and assignment (as agreed to among Buyer and Sellers or as determined by the Bankruptcy Court) and (y) Buyer shall assume and perform and discharge the Assumed Liabilities (if any) under the Assumed Contracts, pursuant to the Assumption Agreement.

(iv) No later than three (3) Business Days prior to the applicable Closing Date, Sellers shall provide Buyer with a list of all Disputed Contracts and the amount of Cure Costs that has been proposed by each such non-Seller counterparty

for such Disputed Contracts. If Sellers, with the consent of Buyer, and the non-Seller counterparty with respect to any Disputed Contract, are unable to agree on Cure Costs or the assumption and assignment of such Disputed Contract within five (5) Business Days following the applicable Closing Date, Sellers shall, solely upon Buyer's written request and at Buyer's sole cost and expense, use reasonable efforts to seek to have the amount of Cure Costs related to such Disputed Contract or the proposed assumption and assignment of such Disputed Contract determined by the Bankruptcy Court (a "**Disputed Contract Determination**") in accordance with the Bidding Procedures Order. Buyer shall be solely responsible for all costs and expenses arising from any such Disputed Contract Determination, including any related proceedings before the Bankruptcy Court. Upon a Disputed Contract Determination that prohibits assumption and assignment to Buyer, such Disputed Contract will automatically be an Excluded Contract. If assumption and assignment to Buyer is not prohibited, then Buyer may elect to re-designate such Assumed Contract as an Excluded Contract. If such Assumed Contract is not so re-designated, (x) the applicable Sellers shall promptly take such steps as are reasonably necessary, including, if applicable and reasonably practicable, promptly on delivery of no less than five (5) Business Days' notice to the non-Seller counterparty to such Contract, to cause such Contract to be assumed by the applicable Seller and assigned to Buyer, including by executing and delivering to Buyer an Assumption Agreement with respect to such Assumed Contract, and (y) Buyer shall pay the Cure Costs with respect to such Assumed Contract, either (i) concurrently with Sellers' assumption and assignment thereof to Buyer or (ii) as agreed in writing by Buyer and the applicable counterparty to such Assumed Contract.

(b) Previously Omitted Contracts.

(i) If prior to or following the Closing until the date of confirmation of a plan of liquidation or any other plan is confirmed in the Bankruptcy Cases, it is discovered that a Contract should have been listed on Schedule 2.5(a)(i) but was not listed on Schedule 2.5(a)(i) and has not been rejected by Sellers (any such Contract, a "**Previously Omitted Contract**"), Sellers shall, immediately following the discovery thereof (but in no event later than three (3) Business Days following the discovery thereof), notify Buyer in writing of such Previously Omitted Contract and all Cure Costs (if any) for such Previously Omitted Contract. Buyer shall thereafter deliver written notice to Sellers, no later than ten (10) Business Days following notification of such Previously Omitted Contract from Sellers, but in any event prior to confirmation of any plan confirmed in the Bankruptcy Cases, designating such Previously Omitted Contract as "Assumed" or "Rejected" (a "**Previously Omitted Contract Designation**"). A Previously Omitted Contract designated in accordance with this Schedule 2.5(a)(i) as "Rejected," or with respect to which Buyer fails to deliver a Previously Omitted Contract Designation, shall be an Excluded Contract. (ii) If Buyer designates a Previously Omitted Contract as "Assumed" in accordance with Schedule 2.5(a)(i), Sellers shall serve a notice (the "**Previously Omitted Contract Notice**") on the counterparties to such Previously Omitted Contract notifying such counterparties of the Cure Costs with respect to

such Previously Omitted Contract and Sellers' intention to assume and assign such Previously Omitted Contract in accordance with this Section 2.5. The Previously Omitted Contract Notice shall provide the counterparties to such Previously Omitted Contract with ten (10) Business Days to object, in writing to the Sellers and Buyer, to the Cure Costs or the assumption of its Contract. If the counterparties, Sellers and Buyer are unable to reach a consensual resolution with respect to the objection, the Sellers will seek an expedited hearing before the Bankruptcy Court to determine the Cure Costs and approve the assumption. If no objection is served on the Sellers and Buyer, Sellers shall obtain an order of the Bankruptcy Court, which may be the Sale Order, fixing the Cure Costs and approving the assumption of the Previously Omitted Contract.

(c) Non-Assignment of Contracts and Permits. Notwithstanding anything contained in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer any Contract or any Permit, if, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code, an attempt at assignment or transfer thereof, without the consent or approval required or necessary for such assignment or transfer, would constitute a breach thereof or in any way adversely affect any of the rights of Buyer, as the assignee or transferee of such Contract or Permit (as the case may be) thereunder. If, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code and the commercially reasonable efforts of Sellers, such consent or approval is required but not obtained with respect to an Assumed Contract or a Permit, neither Sellers nor Buyer shall be in breach of this Agreement nor shall the Purchase Price be adjusted nor (but subject to the satisfaction of the conditions set forth in Section 9.4 (unless waived by Buyer in its sole and absolute discretion)) shall the applicable Closing be delayed in respect of the Assumed Contracts or the Permits; provided, however, if the applicable Closing occurs, then, with respect to any Assumed Contract or Permit for which consent or approval is required but not obtained, from and after such Closing, Sellers shall, at Buyer's request and at Buyer's sole cost and expense, use reasonable efforts to cooperate with Buyer in any reasonable arrangement Buyer may request to provide Buyer with all of the benefits of, or under, the applicable Assumed Contract or applicable Permit, including enforcement for the benefit of Buyer of any and all rights of Sellers against any party to the applicable Assumed Contract or applicable Permit arising out of the breach or cancellation thereof by such party; provided, however, to the extent that any such arrangement has been made to provide Buyer with the benefits of, or under, the applicable Assumed Contract or applicable Permit, from and after such Closing, Buyer shall be responsible for, and shall promptly pay all payment and other obligations under such Assumed Contract or Permit (all of which shall constitute, and shall be deemed to be, Assumed Liabilities hereunder) to the same extent as if such Assumed Contract or Permit had been assigned or transferred at the applicable Closing with respect to Assumed Contracts and Permits, and at such applicable later date specified in this Section 2.5(c) with respect to any additional Assumed Contracts. Any assignment to Buyer of any Assumed Contract or Permit that shall, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code, require the consent or approval of any Person for such assignment as aforesaid shall be made subject to such consent or approval being obtained. Without limiting the foregoing, (i) Buyer shall reimburse Seller out-of-pocket cooperation costs within ten (10) Business Days of invoice, subject to the following: (A) Buyer's aggregate

reimbursement obligation under this Section 2.5(c) shall not exceed $10,000; (B) any individual cost or expense in excess of $1,000 shall require Buyer's prior written approval (email being sufficient) before being incurred; and (C) each invoice shall be accompanied by reasonable supporting detail of the costs incurred; (ii) Sellers have no obligation to provide dedicated or full-time personnel or to take any action that would unreasonably interfere with the administration of the Bankruptcy Cases; and (iii) Sellers make no representation that any regulatory approval will be obtained within any particular timeframe, and regulatory delay does not give Buyer any termination right or constitute a Seller breach.

2.6 Further Assurances. At and after each applicable Closing, and without further consideration therefor, the Parties shall execute and deliver such further instruments and certificates as shall be necessary or desirable (i) to vest, perfect or confirm ownership (of record or otherwise) in Buyer or one or more Buyer Designees of Sellers' right, title or interest in, to or under any or all of the Acquired Assets free and clear of all Liens (other than Permitted Liens), (ii) to confirm assumption by Buyer or one or more Buyer Designees of all obligations related to the Assumed Liabilities, or (iii) to otherwise effectuate the purposes and intent of this Agreement and the other Transaction Documents or for aiding, assisting, collecting and reducing to possession any of the Acquired Assets or the Assumed Liabilities and exercising rights with respect thereto. Each of the Parties shall take, or cause to be taken, all actions, do or cause to be done all things as may be reasonably requested by the other Parties in order to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in Buyer or one or more Buyer Designees or otherwise to carry out this Agreement, and shall execute and deliver all deeds, bills of sale, instruments of conveyance, powers of attorney, assignments, assumptions and assurances, and as may be required to consummate the transactions contemplated by this Agreement.

2.7 Resident Agreements. Each Master Tenant Seller shall assign, transfer and deliver, or shall cause to be assigned, transferred, and delivered, as applicable, to Buyer or a Buyer Designee, all right, title and interest of such Master Tenant Seller in and to the Resident Agreements relating to the applicable Community (regardless of whether such Resident Agreements are in the name of the applicable Master Tenant Seller or any other Person, including any Affiliate of such Master Tenant Seller or any third-party manager or operator), together with all security deposits and prepaid rents held thereunder. To the extent any Resident Agreement is not in the name of the applicable Master Tenant Seller, such Master Tenant Seller shall use reasonable best efforts to cause the Person holding such Resident Agreement to assign and transfer all right, title and interest in and to such Resident Agreement (including all security deposits and prepaid rents held thereunder) directly to Buyer or a Buyer Designee, or first to such Master Tenant Seller and then to Buyer or a Buyer Designee, in either case effective as of the applicable Closing Date. Buyer or its designee shall, on and as of the applicable Closing Date, assume and agree to perform, fulfill and comply with all covenants and obligations under the Resident Agreements which first arise or accrue on and after the applicable Closing Date. Notwithstanding the foregoing, the Resident Agreements shall not be assigned to a New Licensee until such New Licensee receives the New Licensee Permit.

ARTICLE 3
PURCHASE PRICE; DEPOSIT

3.1 Consideration. The aggregate consideration (the "**Purchase Price**") for the purchase, sale, assignment and conveyance of Sellers' right, title and interest in, to and under the Acquired Assets shall consist of: (a) an aggregate amount equal to (i) with respect to the Initial Closing, the sum of all Allocations set forth on Schedule 2 as of the Initial Closing Date (as adjusted for any Removed Communities pursuant to Section 2.1(c)(iii) or MAE Removed Communities pursuant to Section 2.1(d)) (the "**Closing Cash Payment**") and (ii) in the case of any Subsequent Closing, the sum of the Allocations set forth on Schedule 2 attributable to the Back-Up Bidder Communities being transferred at such Subsequent Closing pursuant to Section 4.1(b)(ii)(C) (the "**Subsequent Closing Cash Payment**") (for the avoidance of doubt, in no event will the sum of the Closing Cash Payment and Subsequent Closing Cash Payment exceed the sum of the Allocations set forth on Schedule 2 as of the Execution Date); and (b) the assumption by Buyer or any of its applicable Buyer Designees of the Assumed Liabilities from Sellers.

3.2 Deposit.

(a) Concurrently with the execution of this Agreement: (i) Sellers and Buyer shall execute and deliver to each other an escrow agreement in a mutually agreeable form (the "**Escrow Agreement**"), and (ii) Buyer shall deposit with the Escrow Agent an amount equal to the Escrow Amount (the "**Deposit**") pursuant to and in accordance with the terms of the Escrow Agreement. All fees, costs and expenses payable to the Escrow Agent pursuant to the terms of the Escrow Agreement shall be borne and timely paid by Buyer. The Deposit shall not be subject to any lien, attachment, trustee process or any other judicial process of any creditor of any Seller or Buyer, except as required by the Escrow Agreement. The Deposit shall be deposited in an interest-bearing account. For the avoidance of doubt, the Deposit shall not be considered property of any Seller's estate under section 541 of the Bankruptcy Code.

(b) The Deposit shall, as applicable pursuant to this Section 3.2(b), be credited against the Purchase Price at Closing, and otherwise held and disbursed pursuant to the terms of the Escrow Agreement, the Bidding Procedures Order and this Agreement, and Sellers and Buyer shall deliver joint written instructions pursuant to and in accordance with the Escrow Agreement instructing the Escrow Agent to comply with the following:

(c) if a Community listed on Schedule 2 as of the Execution Date becomes a Removed Community pursuant to Section 2.1(c)(i) (x) but is not designated as a Back-Up Bidder Community pursuant to Section 2.1(c)(iv) or (y) is designated as a Back-Up Bidder Community pursuant to Section 2.1(c)(iv) but is not reincluded on Schedule 2 pursuant to a Reinclusion Notice in accordance with Section 4.1(b) prior to the Initial Closing, then, in each case, the Closing Cash Payment shall be reduced on a dollar for dollar basis by the pro rata share of the Deposit attributable to such Removed Communities (which, for the avoidance of doubt, shall be based on the Allocation attributable to each such Community relative to the Allocations attributable to all other Communities included on Schedule 2 as of the Execution Date);

(i) if a Community listed on Schedule 2 as of the Execution Date becomes a MAE Removed Community pursuant to Section 2.1(d), then, in each case, the Closing Cash Payment shall be reduced on a dollar for dollar basis by the pro rata share of the Deposit attributable to such MAE Removed Community (which, for the avoidance of doubt, shall be based on the Allocation attributable to each such Community relative to the Allocations attributable to all other Communities included on Schedule 2 as of the Execution Date);

(ii) if any Closing shall occur, then the pro rata share of the Deposit attributable to the Communities being transferred to Buyer or the applicable Buyer Designee at such Closing (which, for the avoidance of doubt, shall be based on the Allocation attributable to each such Community relative to the Allocations attributable to all other Communities included on Schedule 2 as of the Execution Date) (together with any interest or earnings thereon) shall be credited against and applied toward the Closing Cash Payment or Subsequent Closing Cash Payment, as applicable;

(iii) if this Agreement is terminated prior to the Initial Closing by (A) Sellers pursuant to Section 11.1(d)(i) or (B) by Buyer pursuant to Section 11.1(b)(i), Section 11.1(b)(ii) or Section 11.1(b)(iv), in each case in circumstances where the Sellers would be entitled to terminate this Agreement pursuant to Section 11.1(d)(i), then the Deposit (together with any interest or earnings thereon) shall be promptly delivered to Sellers no later than five (5) Business Days after such termination;

(iv) if this Agreement is terminated other than as described in Section 3.2(b)(iv), then the Deposit (together with any interest or earnings thereon) shall be promptly returned to Buyer no later than five (5) Business Days following the Closing of the last Alternative Transaction to occur with respect to the Communities identified on Schedule 2;

(v) if any Community has been designated as a Back-Up Bidder Community pursuant to Section 2.1(c)(iv), Buyer has received a Reinclusion Notice, the Subsequent Closing with respect to such Community does not occur within sixty (60) days following the delivery of such Reinclusion Notice (a "**Subsequent Closing Deadline**"), and the conditions to Closing set forth in Article 9 have been satisfied or waived as of the Subsequent Closing Deadline, then the pro rata share of the Deposit attributable to such Back-Up Bidder Community (which, for the avoidance of doubt, shall be based on the Allocation attributable to such Community relative to the Allocations attributable to all other Communities included on Schedule 2 as of the Execution Date) (together with any interest or earnings thereon) shall be released to Sellers as liquidated damages and as the sole and exclusive remedy of Sellers against Buyer for such failure no later than five (5) Business Days after such Subsequent Closing Deadline; and

(vi) if any Community has been designated as a Back-Up Bidder Community pursuant to Section 2.1(c)(iv), upon the closing of an Alternative Transaction with respect to such Community the pro rata share of the Deposit

attributable to such Back-Up Bidder Community (which, for the avoidance of doubt, shall be based on the Allocation attributable to such Community relative to the Allocations attributable to all other Communities included on Schedule 2 as of the Execution Date) (together with any interest or earnings thereon) shall be promptly returned to Buyer no later than five (5) Business Days following the closing of such Alternative Transaction. (c) In the event the Deposit becomes payable to Buyer or the Sellers pursuant to Section 3.2(b), the Parties agree to cause the Escrow Agent to disburse the Deposit to Buyer or Sellers, as applicable, by wire transfer of immediately available funds to an account designated by the applicable Party in writing.

3.3 Allocation of Purchase Price.

(a) Sellers and Buyer have agreed to allocate the amount set forth on Schedule 2 as the purchase price for the portion of Acquired Assets that is attributable to the Real Property Assets for purposes of recording the Deeds and filing any applicable transfer tax declarations or similar documentation. The Parties agree to use two separate line items on a single closing statement to separately account for the simultaneous Closing of the purchase and sale of (i) the Real Property Assets and (ii) the Operating Assets, in accordance with the foregoing allocation (such allocation, the "**Purchase Price Allocation**"). The Purchase Price Allocation is only intended to be utilized for state and local transfer tax and real property assessment tax purposes and not for federal or state income tax, which shall be governed by Section 3.3(b) and Section 3.3(c).

(b) Sellers and Buyer shall agree to allocate the Purchase Price and any other amounts treated as consideration for applicable Tax purposes to be paid for the Acquired Assets, including the Owned Real Property, in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder and the allocation statement to be mutually agreed upon by the Parties. The Sellers shall prepare and deliver to Buyer within one-hundred twenty (120) days after the Initial Closing Date a schedule (such statement, the "**Initial Closing Allocation Statement**") allocating the Purchase Price (plus other relevant items) among the Acquired Assets as of the beginning of the day after the Closing Date. If Buyer does not object to the Initial Closing Allocation Statement within thirty (30) days of receipt thereof, then the Initial Closing Allocation Statement shall become final and binding on the Parties. Buyer shall provide any objection to the Initial Closing Allocation Statement in writing to the Sellers and shall state the basis for such objection in reasonable detail, and the Parties shall negotiate in good faith to resolve promptly any such objection. The Initial Closing Allocation Statement shall be final and binding upon Sellers and Buyer with respect to the matters relating to required tax reporting by each such Party. The Parties will not take any position (whether in audits, Tax Returns, or otherwise) that is inconsistent with the Initial Closing Allocation Statement. Notwithstanding the foregoing and for the avoidance of doubt, the Initial Closing Allocation Statement shall not be binding for the purposes of the actual distribution of any proceeds of the transactions contemplated by this Agreement as between Sellers.

(c) Following each Subsequent Closing, Sellers shall prepare and deliver to Buyer within one hundred twenty (120) days after the applicable Subsequent Closing Date

a schedule (each such statement, a "**Subsequent Closing Allocation Statement**") allocating the Purchase Price (plus other relevant items) applicable to such Closing among the applicable Acquired Assets as of the beginning of the day after the applicable Subsequent Closing Date. If Buyer does not object to the applicable Subsequent Closing Allocation Statement within thirty (30) days of receipt thereof, then such Subsequent Closing Allocation Statement shall become final and binding on the Parties. Buyer shall provide any objection to any Subsequent Closing Allocation Statement in writing to Sellers and shall state the basis for such objection in reasonable detail, and the Parties shall negotiate in good faith to resolve promptly any such objection. Each Subsequent Closing Allocation Statement shall be final and binding upon Sellers and Buyer with respect to the matters relating to required tax reporting by each such Party. The Parties will not take any position (whether in audits, Tax Returns, or otherwise) that is inconsistent with any Subsequent Closing Allocation Statement. Notwithstanding the foregoing and for the avoidance of doubt, the Subsequent Closing Allocation Statement shall not be binding for the purposes of the actual distribution of any proceeds of the transactions contemplated by this Agreement as between Sellers.

ARTICLE 4
CLOSING AND DELIVERIES

4.1 Closing Date.

(a) Initial Closing. Upon the terms and subject to the conditions hereof, the Initial Closing shall take place remotely by electronic mail or other electronic exchange of documents among and between the Parties or their respective counsel (which shall include delivery of the Purchase Price, the Transaction Documents and any other documentation or funds to be delivered or exchanged at Closing (including any title insurance policy) to the Title Company pursuant to the Title Company Agreement), no later than the first day of the first month after the later of (a) three (3) Business Days following the date on which all the conditions set forth in Article 9 and Article 10 have been satisfied or (if permissible) waived by the Party entitled to waive such condition (other than the conditions which by their nature are to be satisfied at the Initial Closing, but subject to the satisfaction or (if permissible) waiver of such conditions), or (b) thirty (30) days from the Sale Hearing, or on such other date and time as Sellers and Buyer may mutually agree in writing (such date, the "Initial Closing Date"). Upon consummation of the Initial Closing, the purchase and sale of the Acquired Assets and the assumption of the Assumed Liabilities, and the Initial Closing, shall be deemed to have occurred as of 12:01 a.m. (Michigan time) on the Initial Closing Date.

(b) Subsequent Closings for Back-Up Bidder Communities.

(i) Reinclusion of Back-Up Bidder Communities. If (A) any Removed Community constitutes a Back-Up Bidder Community, (B) the transaction with respect to such Back-Up Bidder Community between the Sellers and the applicable higher or better bidder is not consummated for any reason and (C) such Back-Up Bidder Community has not otherwise been transferred to another Person, then Sellers shall have the right, exercisable in their sole discretion, to notify Buyer in

writing (a "**Reinclusion Notice**") that such Back-Up Bidder Community is reinstated as an Acquired Asset under this Agreement. The Reinclusion Notice shall: (x) identify the applicable Back-Up Bidder Community by reference to Schedule 2; (y) confirm the Allocation attributable to such Back-Up Bidder Community; and (z) specify the proposed date for the Subsequent Closing (which shall be no later than the first day of the first month after sixty (60) days after delivery of the Reinclusion Notice, subject to clause (ii) below).

(ii) Conduct of Subsequent Closing. On or prior to the date that is the first day of the first month after sixty (60) days following the delivery of a Reinclusion Notice (or such other date as Sellers and Buyer may mutually agree in writing) (each such date, a "**Subsequent Closing Date**"), the Parties shall consummate an additional closing (each, a "**Subsequent Closing**") with respect to the applicable Back-Up Bidder Community. At each Subsequent Closing:

(A) the applicable DST Seller shall convey to Buyer or a Buyer Designee, free and clear of all Liens (other than Permitted Liens), all of such DST Seller's right, title and interest in and to the Owned Real Property related to such Community, as set forth on Schedule 2, pursuant to a Deed and such other instruments of conveyance as are customary and appropriate;

(B) the applicable Master Tenant Seller shall transfer to Buyer or a Buyer Designee, free and clear of all Liens (other than Permitted Liens), the applicable Operating Assets related to such Back-Up Bidder Community, as set forth on Schedule 2;

(C) Buyer shall pay to Sellers, by wire transfer of immediately available funds to an account designated by the Sellers, an amount equal to the Allocation attributable to the applicable Back-Up Bidder Community, as set forth on Schedule 2; and

(D) the Parties shall deliver such other documents and instruments as are required by Section 4.2 and Section 4.3, mutatis mutandis, with respect to the Acquired Assets being transferred at such Subsequent Closing.

(iii) Conditions to Subsequent Closing. The obligations of each Party to consummate any Subsequent Closing are subject to the satisfaction or waiver, as of such Subsequent Closing Date, of the conditions set forth in Article 9 and Article 10 (as applicable), mutatis mutandis, with respect to the Acquired Assets being transferred at such Subsequent Closing, including, without limitation, the entry of the Sale Order (or a supplemental order of the Bankruptcy Court, if required) authorizing the transfer of the applicable Back-Up Bidder Community to Buyer on the terms set forth in this Agreement.

(iv) No Obligation to Deliver Reinclusion Notice. For the avoidance of doubt, Sellers shall have no obligation to deliver a Reinclusion Notice with respect

to any Back-Up Bidder Community and may determine, in their sole discretion, not to reinclude any Back-Up Bidder Community as an Acquired Asset. The failure of Sellers to deliver a Reinclusion Notice shall not constitute a breach of this Agreement or give Buyer any claim or right of action against any Seller.

(v) Multiple Subsequent Closings. There may be more than one Subsequent Closing, one for each Back-Up Bidder Community (or group of Back-Up Bidder Communities) for which a Reinclusion Notice is delivered. Each Subsequent Closing shall be independent of, and shall not be conditioned upon, any other Subsequent Closing.

(vi) Survival of Agreement. Notwithstanding anything to the contrary in Article 11, this Agreement shall survive the Initial Closing and shall remain in full force and effect with respect to any Back-Up Bidder Communities and any potential Subsequent Closings until the earliest of (A) the consummation of a Subsequent Closing with respect to all Back-Up Bidder Communities, (B) the date on which Sellers deliver written notice to Buyer that they have elected not to deliver a Reinclusion Notice with respect to any remaining Back-Up Bidder Community, or (C) the Back-Up Bid Termination Date applicable to the last remaining Back-Up Bidder Community.

4.2 Buyer's Deliveries. At each Closing (whether the Initial Closing or any Subsequent Closing), Buyer shall deliver (or cause one or more of its Affiliates or Buyer Designees to deliver) to Sellers, in escrow with the Title Company pursuant to this Article 4 and the Title Company Agreement:

(a) payment of the Closing Cash Payment (or, in the case of a Subsequent Closing, the Subsequent Closing Cash Payment) (less the amount of the Deposit credited thereto pursuant to Section 3.2) by wire transfer of immediately available funds to an account designated by the Sellers;

(b) the Assumption Agreement, the Bill of Sale, any Bridging Agreement required pursuant to Section 7.11, and each other Transaction Document to which Buyer is a party, duly executed by Buyer or the applicable Buyer Designee;

(c) joinders or other instruments, in form reasonably acceptable to Sellers, pursuant to which each Buyer Designee assumes its applicable obligations under this Agreement;

(d) the certificates of Buyer to be received by Sellers pursuant to Sections 10.1 and 10.3;

(e) a FIRPTA — Notice of Settlement Agent Responsibility in a form reasonably acceptable to the Title Company, duly executed by Buyer; and

(f) such other documents as Sellers may reasonably request that are customary for a transaction of this nature and necessary to evidence or consummate the transactions contemplated by this Agreement.

4.3 Sellers' Deliveries. At each Closing (whether the Initial Closing or any Subsequent Closing), Sellers shall deliver to Buyer, in escrow with the Title Company pursuant to this Article 4 and the Title Company Agreement:

(a) the Bill of Sale, the Assumption Agreement, the Bridging Agreements, the Deeds (with respect to each Owned Real Property or Back-Up Bidder Community being transferred at such Closing), and each other Transaction Document to which any Seller is a party, duly executed by the applicable Sellers;

(b) a copy of the Sale Order;

(c) the certificates of Sellers to be received by Buyer pursuant to Sections 9.1 and 9.2;

(d) such customary affidavits, certificates, and other documents as may be reasonably required by the Title Company and are customary for a transaction of this nature and do not impose any material post-Closing liability on Sellers; and

(e) such other documents as Buyer may reasonably request that are customary for a transaction of this nature and necessary to evidence or consummate the transactions contemplated by this Agreement.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as set forth in the Disclosure Schedules, Sellers hereby jointly and severally represent and warrant to Buyer that, as of the date hereof:

5.1 Status. Each Seller is duly organized, validly existing, and in good standing (to the extent the concept is recognized by the applicable jurisdiction) under the Legal Requirements of the jurisdiction in which it is organized. Each Seller has all requisite corporate or similar organizational power and authority to own, operate, or lease its properties and assets and to carry on its business as now being conducted. Each Seller is legally qualified to transact business as a foreign entity in all jurisdictions where the nature of its properties and the conduct of its business as now conducted require such qualification, except where the failure to be so qualified would not have a Material Adverse Effect.

5.2 Power and Authority. Each Seller has all requisite corporate or similar organizational power and authority to execute and deliver each of the Transaction Documents to which such Seller is a party, to perform its obligations hereunder or thereunder, and to consummate the transactions contemplated hereby and thereby, subject to obtaining Bankruptcy Court approval pursuant to the Sale Order. All acts or proceedings required to be taken by the Sellers to authorize the execution and delivery of this Agreement and the performance of the Sellers' obligations hereunder and thereunder have been properly taken.

5.3 Enforceability. Each Transaction Document to which a Seller is a party has been duly authorized, executed, and delivered by such Seller, and, assuming the due and valid authorization, execution, and delivery of such Transaction Document by the other parties thereto,

such Transaction Document constitutes the legal, valid, and binding obligation of such Seller, enforceable against it in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar Legal Requirements affecting or relating to creditors' rights generally and general equitable principles (the "**Bankruptcy and Equity Exceptions**").

5.4 No Violation; Consents and Approvals. Except as set forth on Section 5.4 of the Disclosure Schedules, the execution and delivery by each Seller of each of the Transaction Documents to which such Seller is a party and the consummation by it of the transactions contemplated hereby or thereby will not (a) violate any provision of the Organizational Documents of such Seller, (b) violate any material Legal Requirement applicable to, binding upon, or enforceable against such Seller, or (c) result in the creation or imposition of any Lien upon any of the material property or material assets of such Seller. Other than Bankruptcy Court approval pursuant to the Sale Order, and except for any approvals, consents, waivers, authorizations, declarations, filings or notices that may be required under Contracts or Legal Requirements and are addressed pursuant to Section 2.5 or the Bankruptcy Code, no approval, consent, waiver, authorization, or other order of, and no declaration, filing, registration, qualification, recording, or other action or filing with, any Governmental Authority or any other Person is required to be obtained or made by or on behalf of such Seller in connection with the execution, delivery, or performance of the Transaction Documents to which it is a party in accordance with the terms and conditions thereof, except where failure to obtain such approval, consent, waiver, authorization, or other order, or to make such declaration, filing, registration, qualification, recording, or other action, would not be material to such Seller.

5.5 Title to Properties. Each Seller has, and immediately prior to the applicable Closing will have, such right, title and interest in and to the Acquired Assets to be transferred by such Seller at such Closing as is necessary to permit such Seller to transfer such Acquired Assets to Buyer pursuant to this Agreement. Upon consummation of the applicable Closing and entry of the Sale Order, Buyer shall acquire all right, title and interest of the applicable Sellers in and to such Acquired Assets, free and clear of all Liens (other than Permitted Liens and Assumed Liabilities), in each case to the maximum extent permitted under Sections 105, 363 and 365 of the Bankruptcy Code.

5.6 Affiliate Transactions. Except for this Agreement and the other Transaction Documents, Section 5.6 of the Disclosure Schedules sets forth a true and complete list of all Contracts between (i) any Seller or any of its Affiliates (excluding the other Sellers), on the one hand, and (ii) any other Seller, on the other hand.

5.7 Brokers. Except with respect to the brokers representing Sellers in this transaction, Raymond James & Associates, Inc., the Sellers have not incurred any obligation for any finder's or broker's or agent's fees or commissions or similar compensation in connection with the transactions contemplated hereby.

5.8 Healthcare Matters. To the Knowledge of Sellers, each Community is operated pursuant to a healthcare license or permit issued by the applicable Governmental Authority in the state in which such Community is located to the extent required by applicable Legal Requirements, and each such license or permit is held in the name of the entity identified as the licensed operator

of such Community in the due diligence materials made available to Buyer in the Data Room as of the date such materials were prepared. To the Knowledge of Sellers, no Governmental Authority has issued written notice to Sellers of any formal proceeding to revoke or suspend any Healthcare Permit held by Sellers with respect to the Communities. The representations contained in this Section constitute the sole and exclusive representations of Sellers with respect to healthcare regulatory matters, and Buyer acknowledges that it has conducted its own independent diligence with respect to all such matters.

5.9 NO OTHER REPRESENTATIONS AND WARRANTIES. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS Article 5, NONE OF THE SELLERS NOR ANY OTHER PERSON MAKES ANY REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, STATUTORY, OR EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE SELLERS OR ANY OF THEIR RESPECTIVE BUSINESSES, OPERATIONS, ASSETS, LIABILITIES, CONDITION (FINANCIAL OR OTHERWISE), OR PROSPECTS. BUYER HEREBY EXPRESSLY WAIVES ANY CLAIMS AND CAUSES OF ACTION AND ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, IN EACH CASE, RELATING TO THE ACCURACY, COMPLETENESS OR MATERIALITY OF ANY INFORMATION, DATA, OR OTHER MATERIALS (WRITTEN OR ORAL) HERETOFORE FURNISHED TO BUYER AND ITS REPRESENTATIVES BY OR ON BEHALF OF THE SELLERS. WITHOUT LIMITING THE FOREGOING, NONE OF THE SELLERS NOR ANY OTHER PERSON IS MAKING ANY REPRESENTATION OR WARRANTY TO BUYER WITH RESPECT TO ANY FINANCIAL PROJECTION OR FORECAST RELATING TO THE BUSINESS, OPERATIONS, ASSETS, LIABILITIES, CONDITION (FINANCIAL OR OTHERWISE), OR PROSPECTS OF THE SELLERS.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Sellers as of the date hereof:

6.1 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 Michigan. Buyer has the requisite power and authority to own or lease and to operate and use its properties and to carry on its business as now conducted.

6.2 Power and Authority. Buyer has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. All acts or proceedings required to be taken by Buyer to authorize the execution and delivery of this Agreement and the performance of Buyer's obligations hereunder have been properly taken.

6.3 Enforceability. This Agreement has been duly authorized, executed, and delivered by Buyer, and, assuming the due and valid authorization, execution, and delivery of this Agreement by the Sellers, this Agreement constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as the same may be limited by the Bankruptcy and Equity Exceptions.

6.4 No Violations; Consents and Approvals. The execution and delivery of this Agreement by Buyer, and the consummation by it of the transactions contemplated hereby, will not (i) violate any provision of the Organizational Documents of Buyer, (ii) violate any material Legal Requirement applicable to, binding upon, or enforceable against Buyer, (iii) result in any material breach of, or constitute a material default (or an event which would, with the passage of time or the giving of notice or both, constitute a material default) under, or give rise to a right of payment under or the right to terminate, any Contract to which Buyer is a party or bound, or (iv) result in the creation or imposition of any Lien upon any of the material property or material assets of Buyer. No approval, consent, waiver, authorization, or other order of, and no declaration, filing, registration, qualification, recording, or other action or filing with, any Governmental Authority or any other Person is required to be obtained or made by or on behalf of Buyer in connection with the execution, delivery, or performance of this Agreement and the consummation of the Initial Closing or any Subsequent Closing hereunder in accordance with the terms and conditions of this Agreement, except where failure to obtain such approval, consent, waiver, authorization, or other order, or to make such declaration, filing, registration, qualification, recording, or other action, would not be material to Buyer taken as a whole.

6.5 Sufficient Funds. Buyer has, and at the applicable Closing will have, immediately available funds in cash in an amount sufficient to pay the Purchase Price and all other amounts payable by Buyer pursuant to this Agreement at such Closing and to consummate the transactions contemplated hereby.

6.6 Brokers. Buyer has not incurred any obligation for any finder's or broker's or agent's fees or commissions or similar compensation in connection with the transactions contemplated hereby for which the Sellers may be liable.

6.7 NO OTHER REPRESENTATIONS AND WARRANTIES. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF BUYER SET FORTH IN THIS Article 6, BUYER ACKNOWLEDGES AND AGREES THAT NONE OF THE SELLERS NOR ANY OTHER PERSON MAKES ANY REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, STATUTORY, OR EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE SELLERS OR ANY OF THEIR RESPECTIVE BUSINESSES, OPERATIONS, ASSETS, LIABILITIES, CONDITION (FINANCIAL OR OTHERWISE), OR PROSPECTS. BUYER HEREBY EXPRESSLY WAIVES ANY CLAIMS AND CAUSES OF ACTION AND ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, IN EACH CASE, RELATING TO THE ACCURACY, COMPLETENESS OR MATERIALITY OF ANY INFORMATION, DATA, OR OTHER MATERIALS (WRITTEN OR ORAL) HERETOFORE FURNISHED TO BUYER AND ITS REPRESENTATIVES BY OR ON BEHALF OF THE SELLERS. WITHOUT LIMITING THE FOREGOING, NONE OF THE SELLERS, NOR ANY OTHER PERSON, IS MAKING ANY REPRESENTATION OR WARRANTY TO BUYER WITH RESPECT TO ANY FINANCIAL PROJECTION OR FORECAST RELATING TO THE BUSINESS, OPERATIONS, ASSETS, LIABILITIES, CONDITION (FINANCIAL OR OTHERWISE), OR PROSPECTS OF THE SELLERS.

6.8 "AS IS WHERE IS" ACKNOWLEDGEMENT. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND

WARRANTIES OF SELLERS SET FORTH IN Article 5, BUYER IS PURCHASING THE ACQUIRED ASSETS ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS. BUYER ACKNOWLEDGES THAT IT HAS CONDUCTED ITS OWN INDEPENDENT INVESTIGATION, REVIEW AND ANALYSIS OF THE BUSINESS, THE FACILITIES AND THE ACQUIRED ASSETS, AND ACKNOWLEDGES THAT IT HAS BEEN PROVIDED ADEQUATE ACCESS TO THE PERSONNEL, PROPERTIES, ASSETS, PREMISES, BOOKS AND RECORDS, AND OTHER DOCUMENTS AND DATA OF SELLERS FOR SUCH PURPOSE. BUYER ACKNOWLEDGES AND AGREES THAT: (A) IN MAKING ITS DECISION TO ENTER INTO THIS AGREEMENT AND TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED HEREBY, BUYER HAS RELIED SOLELY UPON ITS OWN INVESTIGATION AND THE REPRESENTATIONS AND WARRANTIES OF SELLERS EXPRESSLY SET FORTH IN Article 5 AND IN THE OTHER TRANSACTION DOCUMENTS; AND (B) NONE OF SELLERS, THEIR AFFILIATES OR THEIR RESPECTIVE REPRESENTATIVES HAS MADE ANY REPRESENTATION OR WARRANTY AS TO SELLERS, THE BUSINESS, THE FACILITIES OR THE ACQUIRED ASSETS, EXCEPT AS EXPRESSLY SET FORTH IN Article 5 AND IN THE OTHER TRANSACTION DOCUMENTS. WITHOUT LIMITING THE FOREGOING, BUYER ACKNOWLEDGES THAT BUYER HAS NOT RELIED ON ANY PROJECTIONS, FORECASTS, ESTIMATES OR BUDGETS DELIVERED TO OR MADE AVAILABLE TO BUYER OF FUTURE REVENUES, FUTURE RESULTS OF OPERATIONS, FUTURE CASH FLOWS OR FUTURE FINANCIAL CONDITION OF THE BUSINESS OR THE FACILITIES.

ARTICLE 7
ACTIONS PRIOR TO THE CLOSING DATE

7.1 Access and Reports.

(a) During the period from and including the Execution Date through and including the Initial Closing Date or the earlier termination of this Agreement in accordance with the provisions of Article 11, Sellers shall use commercially reasonable efforts to afford Buyer and its Representatives reasonable access, upon reasonable notice during normal business hours, to the senior executive officers of the Sellers and to the books and records of the Sellers and all records concerning the Business and Acquired Assets, in each case to the extent such books and records are with the possession, custody, or control of Sellers, and Sellers shall instruct such senior executive officers to reasonably cooperate with Buyer and its Representatives regarding the same; provided, that (i) such access does not unreasonably interfere with the operation of the Business or the Sellers' other businesses and shall be subject to the Sellers' reasonable security measures and insurance requirements; and (ii) Buyer and its authorized agents and representatives shall not contact or otherwise communicate with the Employees or the employees (other than executive employees), customers, or suppliers of the Sellers, unless, in each instance, approved in writing in advance by the Sellers, which approval shall not be unreasonably withheld. Notwithstanding anything contained in this Agreement to the contrary, none of Buyer or its Representatives or any Buyer Designees shall have any right to perform or conduct, or cause to be performed or conducted, any environmental sampling or testing at, in, on or underneath any of Sellers' properties without written consent from the Sellers, which consent shall not be unreasonably withheld. Buyer will protect, indemnify, defend,

save, and hold Sellers, their manager, partners, agents, representatives, and their respective successors and assigns, harmless from and against any claims for injury or death to persons, damage to property or other demands, suits, obligations, losses, damages or claims, and costs and expenses, including attorneys' fees and litigation costs, arising out of any action of any person or firm entering the Owned Real Property on Buyer's behalf as aforesaid, including claims made by any occupant against Seller for Buyer's entry into such occupant's premises or any interference with any occupant's use or damage to its premises or property in connection with Buyer's review of the Owned Real Property, which indemnity will survive the Closing and any termination of this Agreement without the Closing having occurred.

(b) This Section 7.1 shall not require Sellers to permit any access to, or to disclose (i) any information that, in the reasonable, good faith judgment (after consultation with counsel, which may be in-house counsel) of the Sellers, is reasonably likely to result in any violation of any Legal Requirement or any Contract to which any Seller is a party or cause any privilege (including attorney-client privilege) that Sellers would be entitled to assert to be undermined with respect to such information and such undermining of such privilege could in the Sellers' good faith judgment (after consultation with counsel, which may be in-house counsel) adversely affect in any material respect Sellers' position in any pending or, what the Sellers believe in good faith (after consultation with counsel, which may be in-house counsel) could be, future litigation, (ii) personnel files, workers' compensation files, employee medical files (including employee "protected health information" (as defined in HIPAA)), and other employee books and records, or (iii) if any Seller, on the one hand, and Buyer or any of its Affiliates, on the other hand, are adverse parties in a litigation, any information that is reasonably pertinent thereto; provided, that, in the case of clause (i), the Parties shall cooperate in seeking to find a way to allow disclosure of such information to the extent doing so (A) would not be reasonably likely to result in the violation of any such Legal Requirement or Contract or be reasonably likely to cause such privilege to be undermined or (B) could reasonably be managed through the use of customary "clean-room" arrangements pursuant to which non-employee Representatives of Buyer could be provided access to such information.

7.2 Title Matters. Prior to the applicable Closing Date, Buyer shall have the right to obtain, at its sole cost and expense, title commitments and, to the extent available, surveys with respect to the Owned Real Property (or, in the case of a Subsequent Closing, the applicable Back-Up Bidder Community). From the date hereof until the earlier of the applicable Closing Date or the termination of this Agreement, Sellers shall reasonably cooperate with Buyer in obtaining (i) an owner's extended coverage title insurance policy with respect to each Owned Real Property, issued by a nationally recognized title insurance company duly licensed in the relevant jurisdiction, written as of the applicable Closing Date, insuring fee simple title to each Owned Real Property, free and clear of any Liens other than Permitted Liens, and (ii) an appropriately certified ALTA/NSPS Land Title Survey with respect to each Owned Real Property showing no Liens other than Permitted Liens.

7.3 Operations Prior to the Applicable Closing Date.

(a) Sellers shall use commercially reasonable efforts to operate the Business in the Ordinary Course of Business in all material respects and to preserve substantially intact the Acquired Assets, subject to (i) actions expressly contemplated by this Agreement, (ii) actions disclosed on Schedule 7.3, (iii) actions taken with Buyer's prior written consent (not to be unreasonably withheld, conditioned or delayed) and (iv) actions required by applicable Legal Requirements or the Bankruptcy Court.

(b) Nothing in this Section 7.3 is intended to result in Sellers ceding control to Buyer of the Sellers' basic ordinary course of business and commercial decisions prior to the applicable Closing Date.

(c) Notwithstanding anything contained in this Agreement to the contrary, any action taken or omitted to be taken by any Seller that otherwise could represent a failure by such Seller to operate in the Ordinary Course of Business, in response to, in connection with, or as a result of, any earthquakes, hurricanes, floods or other natural disasters, epidemics, pandemics, disease outbreaks or public health emergencies, acts of God, or force majeure events, or any escalation or worsening of any of the foregoing, shall not be deemed a breach of this Section 7.3.

7.4 Antitrust Filings; Cooperation.

(a) As soon as reasonably practicable (and, in any event, in the case of notifications under the HSR Act, within ten (10) Business Days, or a later date as agreed by the Parties) following the date hereof, Sellers, on the one hand, and Buyer, on the other hand, shall each prepare and file, or cause to be prepared and filed, any notifications advisable or required to be filed under (i) the HSR Act with the United States Federal Trade Commission and the Antitrust Division of the United States Department of Justice, and request early termination of the waiting period under the HSR Act and (ii) any other applicable Antitrust Laws. Buyer, on the one hand, and Sellers, on the other hand, shall use reasonable best efforts to: (i) respond as promptly as practicable to the appropriate Governmental Authorities to any requests for additional information and documentary material in connection with such filings and (ii) take all other actions necessary to cause the waiting periods under the HSR Act and waiting or review periods under any other applicable Antitrust Laws to terminate or expire at the earliest practicable date after the date of filing including using reasonable best efforts to avoid or eliminate impediments under any Antitrust Law that may be asserted by any Governmental Authority with respect to the transactions contemplated hereby so as to enable the applicable Closing to occur as soon as reasonably possible. Buyer shall be responsible for payment of the applicable filing fee under the HSR Act and any other applicable Antitrust Laws, and each Party shall be responsible for payment of its own respective costs and expenses (including attorneys' fees and other legal fees and expenses) associated with the preparation of its portion of any antitrust filings.

(b) Sellers shall use commercially reasonable efforts to do, or cause to be done, all things necessary under the applicable Legal Requirements with the appropriate Governmental Authorities to put in place, to transfer, to amend, or to acquire all transferred Permits that are necessary for the operation and conduct of the Business or Acquired Assets

by or on the applicable Closing Date, unless the applicable Legal Requirements regarding such a Permit require certain actions to be taken upon or after the applicable Closing, and, in that event, Sellers shall use commercially reasonable efforts to do, or cause to be done, all things necessary or desirable under the applicable Legal Requirements with the appropriate Governmental Authorities which can only be taken or done after the applicable Closing to put in place, to transfer, to amend, or to acquire such remaining Permits as promptly as reasonably practicable after the applicable Closing. Without limiting the foregoing, Buyer shall, or shall cause its applicable Affiliates to, (i) prepare and submit all filings and notices required in connection with any change of ownership, change of operator or similar regulatory approvals (including any filings with Governmental Authorities) as promptly as practicable following the entry of the Sale Order and, in any event, within ten (10) Business Days thereafter; and (ii) reimburse all Seller out-of-pocket cooperation costs within ten (10) Business Days of invoice. Sellers have no obligation to provide dedicated or full-time personnel or to take any action that would unreasonably interfere with the administration of the bankruptcy proceedings. Sellers make no representation that any regulatory approval will be obtained within any particular timeframe, and regulatory delay does not give Buyer any termination right or constitute a Seller breach.

(c) In addition to the actions to be taken under Section 7.4(a) and Section 7.4(b), Sellers, on the one hand, and Buyer, on the other hand, 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 transactions contemplated hereby, including using commercially reasonable efforts to accomplish the following: (i) taking all reasonable acts necessary to cause the conditions precedent set forth in Article 9 and Article 10 to be satisfied, (ii) obtaining, at the earliest practicable date, of all necessary Governmental Authorizations 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 Action by any Governmental Authority, (iii) defending of any Actions challenging this Agreement or the consummation of the transaction contemplated by this Agreement, including seeking to have any stay or temporary restraining order entered by any court or other Governmental Authority vacated or reversed, and (iv) executing and delivering any additional instruments necessary to consummate the transactions contemplated hereby and to fully carry out the purposes of this Agreement. Buyer shall, or shall cause its applicable Affiliates to, reimburse all Seller out-of-pocket cooperation costs within 10 business days of invoice. Sellers have no obligation to provide dedicated or full-time personnel or to take any action that would unreasonably interfere with the administration of the bankruptcy proceedings. Sellers make no representation that any regulatory approval will be obtained within any particular timeframe, and regulatory delay does not give Buyer any termination right or constitute a Seller breach.

(d) Sellers, on the one hand, and Buyer, on the other hand shall consult and cooperate with one another and consider in good faith the view of one another and, (i) shall promptly inform each other of any communication from any Governmental Authority concerning this Agreement, the transactions contemplated hereby, and any filing,

notification or request for approval and (ii) as far as reasonably practicable, shall permit the other to review in advance any proposed written or non-ministerial oral communication or information submitted to any such Governmental Authority in response thereto, subject to preexisting confidentiality agreements or to the attorney-client privilege or work product doctrine. In addition, none of Parties shall agree to participate in any meeting with any Governmental Authority in respect of any filings, investigation or other inquiry with respect to this Agreement or the transactions contemplated by this Agreement, unless such Party consults with the other Parties in advance and, to the extent permitted by any such Governmental Authority, gives the other Parties the opportunity to attend and participate thereat, in each case to the maximum extent practicable. Subject to restrictions under any Legal Requirements, each of Buyer, on the one hand, and Sellers, on the other hand, shall promptly furnish the other with copies of all correspondence, filings and communications (and memoranda setting forth the substance thereof) between it and its Affiliates and their respective Representatives on the one hand, and the Governmental Authority or members of its staff on the other hand, with respect to this Agreement, the transactions contemplated hereby (excluding documents and communications which are subject to preexisting confidentiality agreements or to the attorney-client privilege or work product doctrine or which refer to valuation of the Business) or any such filing, notification or request for approval. Each Party shall also furnish the other Party with such necessary information and assistance as such other Party and its Affiliates may reasonably request in connection with their preparation of necessary filings, registration or submissions of information to the Governmental Authority in connection with this Agreement, the transactions contemplated hereby and any such filing, notification or request for approval.

(e) In the event any Action by any Governmental Authority or other Person is commenced which questions the validity or legality of the transactions contemplated hereby, seeks damages in connection therewith, or would delay, restrain, prevent, enjoin or otherwise prohibit consummation of the transactions contemplated hereby, the Parties agree to cooperate and use their reasonable best efforts to resist and defend against such Action and, if an Order is entered or issued, or becomes reasonably foreseeable to be entered or issued, in any such Action, to use their reasonable best efforts to have such Order vacated, modified, reversed, suspended, prevented, eliminated or removed so as to permit such consummation on a schedule as close to possible to that contemplated by this Agreement, and to cooperate reasonably regarding any other impediment to the consummation of the transactions contemplated hereby.

(f) Notwithstanding anything herein to the contrary:

(i) Buyer agrees to take any and all actions necessary to eliminate each and every impediment under any Antitrust Law that is asserted by any Governmental Authority so as to enable the Parties hereto to consummate the transactions contemplated by this Agreement prior to the Outside Date, including negotiating, committing to, and effecting by consent decree or otherwise: (A) the sale, divestiture or disposition of any assets, products, businesses, equity or interests of Buyer or, following the applicable Closing, the Business; (B) any conditions relating to, or changes or restrictions in, any of the Business's assets, products, businesses or interests; (C) any modification or waiver of the terms and

conditions of this Agreement; or (D) any other condition that requires Buyer to take any action or that limits the freedom of action with respect to any assets, products, businesses or interests of Buyer or, following the applicable Closing, the Business; provided, however, that Buyer shall not be required to propose, execute, carry out or agree or submit to any action or remedy that individually or in the aggregate would reasonably be expected to have a material adverse effect on the Business, taken as a whole; and

(ii) neither any Seller nor any Affiliate thereof shall agree to any sale, divestiture or disposal of, any assets, products, businesses or interests of any Person or the Business or any material restriction on any Person or the Business without the prior written consent of Buyer (which shall not be unreasonably withheld, conditioned or delayed); provided, further, that any such action may, at the discretion of the Sellers, be conditioned upon the applicable Closing.

7.5 Contracts. Sellers shall serve on all non-Seller counterparties to all of their Contracts a notice specifically stating that Sellers are or may be seeking the assumption and assignment of such Contracts and shall notify such non-Seller counterparties of the deadline for objecting to the Cure Costs, if any, which deadline shall be as set forth in the Bidding Procedures Order.

7.6 Notice of Developments. Sellers shall promptly notify Buyer of, and furnish Buyer such information as Buyer may reasonably request with respect to: (a) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement; (b) any material notice or other communication received from any Governmental Authority relating to the Business, the Acquired Assets, the Assumed Liabilities or the transactions contemplated hereby; and (c) any Action or other event of which Sellers become aware that would reasonably be expected to prevent, materially delay or materially impair the consummation of the transactions contemplated hereby.

7.7 Sale Free and Clear. Sellers acknowledge and agree, and the Sale Order shall provide, that on each applicable Closing Date and concurrently with such Closing, all then existing or thereafter arising obligations, Liabilities and Liens (including, for the avoidance of doubt, all successor liability, including any successorship obligations with respect to any Plan) of, against or created by Sellers or their bankruptcy estate, shall be fully released from and with respect to the Acquired Assets being transferred at the applicable Closing. On the applicable Closing Date, the Acquired Assets being transferred at such Closing shall be transferred to Buyer or one or more Buyer Designees, as applicable, free and clear of all obligations, Liabilities and Liens (including, for the avoidance of doubt, all successor liability, including any successorship obligations with respect to any Plan or Contract), other than the Permitted Liens and the Assumed Liabilities, with such released Liens attaching to the proceeds of the sale of the Acquired Assets in the same order of priority, with the same validity, force and effect as immediately prior to such Closing.

7.8 Back-Up Bidder.

(a) Portfolio-Level Back-Up Bid. If an Auction is conducted and Buyer is not the Successful Bidder for the entirety of the Acquired Assets at the Auction but is the next

highest bidder after the Successful Bidder at the Auction, Buyer shall serve as a Back-Up Bidder with respect to all Acquired Assets then listed on Schedule 2 and shall keep its bid to consummate the transactions contemplated by this Agreement (with respect to all Acquired Assets then listed on Schedule 2) open and irrevocable, notwithstanding any right of Buyer to otherwise terminate this Agreement pursuant to Article 11 hereof, until the earlier of (i) the first Business Day after the closing of a transaction with a Successful Bidder for the entirety of the Acquired Assets that is not Buyer or (ii) the release of the Back-Up Bidder by the Sellers in writing (the "**Back-Up Bid Termination Date**").

(b) Community-Level Back-Up Bid. If, with respect to any individual Community that constitutes a Back-Up Bidder Community, Buyer is designated as the backup bidder pursuant to the Bidding Procedures, Buyer shall maintain its backup bid with respect to such Back-Up Bidder Community in accordance with Section 2.1(c)(iv) and Section 4.1(b). The provisions of Section 4.1(b) shall govern the rights and obligations of the Parties with respect to any Subsequent Closing resulting from Buyer's status as Back-Up Bidder for any Back-Up Bidder Community.

(c) Reinstatement as Successful Bidder. If, prior to the Back-Up Bid Termination Date, a Successful Bidder for the Acquired Assets or Back-Up Bidder Community, as applicable, that is not Buyer fails to consummate its transaction as a result of a breach or failure to perform on the part of such Successful Bidder, or because a condition in such Successful Bidder's purchase agreement cannot otherwise be met, and the purchase agreement with such Successful Bidder is terminated, Buyer (as the Back-Up Bidder) will be deemed to have the new prevailing bid for the Acquired Assets or Back-Up Bidder Community, as applicable, and Sellers shall be authorized, to the extent provided in the Sale Order or the Bidding Procedures Order, without further order of the Bankruptcy Court, to, and Buyer (as the Back-Up Bidder) shall, subject to the terms and conditions of this Agreement with respect to the Acquired Assets or Back-Up Bidder Community, as applicable, consummate the transactions contemplated by this Agreement by the Subsequent Closing Deadline.

7.9 Consents. Sellers shall use commercially reasonable efforts to obtain or provide, at the earliest practicable date, each consent, waiver, approval, order, Permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Authority required under applicable Legal Requirements or under any Contract included in the Acquired Assets in order to consummate the transactions contemplated by this Agreement, including those set forth on Schedule 7.9. Sellers shall promptly deliver to Buyer copies of such consents, waivers, approvals, orders, Permits, authorizations, declarations, filings and notifications upon receipt or making thereof. Notwithstanding anything to the contrary in this Agreement, none of the Sellers, Buyer nor any of their respective Affiliates shall be required to pay any amounts in connection with obtaining any such consents, waivers, approvals, orders, Permits, authorizations, declarations, filings or notifications. Notwithstanding the foregoing, (i) Buyer shall reimburse all Seller out-of-pocket cooperation costs within ten (10) Business Days of invoice; (ii) Sellers have no obligation to provide dedicated or full-time personnel or to take any action that would unreasonably interfere with the administration of the Bankruptcy Cases; and (iii) Sellers make no representation that any regulatory approval will be obtained within any particular timeframe, and regulatory delay does not give Buyer any termination right or constitute a Seller breach.

7.10 Fiduciary Out.

(a) Notwithstanding anything to the contrary in this Agreement or any document filed with or entered by the Bankruptcy Court, nothing herein or the Bidding Procedures Order shall require Sellers or their boards of directors, boards of managers, or similar governing bodies to take any action or to refrain from taking any action with respect to the transactions contemplated by this Agreement to the extent that Sellers or their governing bodies determine in good faith, in consultation with counsel, that taking or failing to take such action, as applicable, would be inconsistent with applicable Legal Requirements or their fiduciary obligations under applicable Legal Requirements.

(b) Notwithstanding anything to the contrary herein or any document filed with or entered by the Bankruptcy Court, until the entry of the Sale Order by the Bankruptcy Court, Sellers and their directors, managers, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives shall have the right to (i) solicit, consider, respond to, and facilitate any proposals for Alternative Transactions, (ii) provide access to non-public information concerning the Acquired Assets to any entity or enter into confidentiality agreements or nondisclosure agreements with any entity, (iii) maintain or continue discussions or negotiations with respect to Alternative Transactions, (iv) otherwise cooperate with, assist, participate in, or facilitate any inquiries, proposals, discussions, or negotiations of Alternative Transactions, and (v) enter into or continue discussions or negotiations with any person or entity regarding Alternative Transactions.

7.11 State Healthcare Regulatory Obligations; Bridging Agreements.

(a) As soon as reasonably practicable (and, in any event, within five (5) Business Days, or such later date as may be agreed by the Parties in writing) following the date of this Agreement, Buyer shall prepare and submit, or cause to be prepared and submitted, all notifications, applications, and filings, in each case, that are required in order for Buyer or one of its Buyer Designees to obtain the Healthcare Permits, or any exemption therefrom, from the state health departments, state aging or human services agencies, or other applicable Governmental Authorities as required to operate the Business at each Transferred Community following the applicable Closing, in compliance with all applicable Legal Requirements, as more particularly set forth on Schedule 7.11(a) hereto. Buyer shall deliver to Sellers written confirmation of each such submission made to the applicable Governmental Authority, including delivering to Sellers copies of all documents so submitted and any acknowledgment of receipt from the applicable Governmental Authority, within three (3) Business Days of making such submission. Buyer shall keep Sellers reasonably informed as to the status of each such submission, including without limitation forwarding to Sellers, promptly upon receipt by Buyer or any of its Affiliates, copies of any and all subsequent correspondence received or delivered to any Governmental Authority relating to any such submission.

(b) Buyer and Sellers shall negotiate in good faith the form of one or more definitive agreements (the "Bridging Agreements") incorporating the terms set forth on Schedule 7.11(b) and/or such additional terms as are not inconsistent with Schedule 7.11(b)

as the Parties may agree with respect to each Transferred Community, to the extent the applicable Buyer Healthcare Permits have not or will not reasonably be obtained prior to the applicable anticipated Closing Date with respect to such Transferred Community (disregarding Section 9.6).

(c) If the Parties are unable to agree on the terms of the Bridging Agreements with respect to any Transferred Community within the later of (i) 10 days following the conclusion of the Auction and (ii) the date the conditions to Closing set forth in Article 9 and Article 10 (other than Section 9.6 and any conditions to be satisfied at such Closing) have been satisfied or waived, Sellers may upon written notice to Buyer terminate this Agreement to the extent of such Transferred Community and retain the portion of the Deposit allocable to such Transferred Community as liquidated damages. Notwithstanding the foregoing, if Buyer or the applicable Buyer Designee has been granted an exemption by the Michigan Department of Licensing and Regulatory Affairs permitting Buyer or such Buyer Designee to own and operate the applicable Transferred Community without obtaining the otherwise applicable Buyer Healthcare Permits, then no Bridging Agreement shall be required with respect to such Transferred Community, and Sellers shall have no right to terminate this Agreement, retain any portion of the Deposit, or delay the applicable Closing on account of the absence of a Bridging Agreement or Buyer Healthcare Permit.

7.12 Paying Agent. Following the Execution Date and prior to the Initial Closing Date, Sellers shall have the right, exercisable in their sole discretion by written notice to Buyer (a "**Paying Agent Notice**"), to designate a Paying Agent to receive on behalf of Sellers all or any portion of the Closing Cash Payment or Subsequent Closing Cash Payment, as applicable, payable by Buyer at any Closing. Any Paying Agent Notice shall:

(a) identify the Paying Agent by name and provide wire transfer instructions for an account designated by the Paying Agent to receive the applicable proceeds from the Title Company pursuant to the Title Company Agreement;

(b) specify the portion of the Closing Cash Payment or Subsequent Closing Cash Payment to be disbursed by the Title Company to the Paying Agent; and

(c) be delivered to Buyer no later than three (3) Business Days prior to the applicable Closing Date.

If Sellers deliver a Paying Agent Notice in accordance with this Section 7.12, Buyer shall, at the applicable Closing, deliver the portion of the Closing Cash Payment or Subsequent Closing Cash Payment designated in the Paying Agent Notice to the Title Company in escrow pursuant to Article 4 and the Title Company Agreement and shall instruct the Title Company to disburse such designated amount to the Paying Agent.

ARTICLE 8
ADDITIONAL AGREEMENTS

8.1 Taxes.

(a) Any sales Tax, use Tax or similar Tax attributable to the sale or transfer of the Acquired Assets and not exempted under the Sale Order or by Section 1146(c) of the Bankruptcy Code ("**Sales Taxes**") and any real property transfer Tax, documentary stamp Tax or similar Tax attributable to the sale or transfer of the Acquired Assets and not exempted under the Sale Order or by Section 1146(c) of the Bankruptcy Code ("**Transfer Taxes**") shall be borne by Buyer. Sellers and Buyer shall reasonably cooperate to (i) mitigate or eliminate the amount of Sales Taxes or Transfer Taxes resulting from the transactions contemplated herein and (ii) timely prepare and file any Tax Returns relating to such Sales Taxes or Transfer Taxes, including any claim for exemption or exclusion from the application or imposition of any Sales Taxes or Transfer Taxes. Buyer shall be responsible for preparing and filing all necessary Tax Returns or other documents with respect to Sales Taxes and Transfer Taxes, provided, however, that in the event any such Tax Return requires execution by Sellers, the Party responsible for preparing the Tax Return shall deliver it to Sellers not less than ten (10) days before the due date thereof, and Sellers shall promptly execute such Tax Return and return it to the Party responsible for filing it.

(b) All Liability for any ad valorem Taxes (including, for the avoidance of doubt, real or personal property Taxes, together with all assessments (special or general) or any similar changes or impositions) (the "**Apportioned Taxes**") with respect to the Acquired Assets for the portion of the Straddle Period that ends on the applicable Closing Date (a "**Pre-Closing Tax Period**") shall be borne by Sellers. All Liability for any Apportioned Taxes with respect to the Acquired Assets for a Tax period or year, or portion thereof that begins after the applicable Closing Date (a "**Post-Closing Tax Period**") shall be borne by Buyer. The total amount of Apportioned Taxes allocable to the Pre-Closing Tax Period shall be the product of (i) such Tax for the entirety of such Straddle Period, multiplied by (ii) a fraction, the numerator of which is the number of days for such Straddle Period included in the Pre-Closing Tax Period and the denominator of which is the total number of days in such Straddle Period, and the balance of Apportioned Taxes shall be allocable to the Post-Closing Tax Period. At the Closing, Apportioned Taxes with respect to each Acquired Asset for the applicable Straddle Period shall be prorated in accordance with the foregoing provisions based on the Tax assessment for such Acquired Asset for such Straddle Period, if available, or if otherwise, based on the Apportioned Taxes paid with respect to such Acquired Asset during the preceding Tax year. With respect to any not yet delinquent Apportioned Taxes relating to a Straddle Period or Pre-Closing Tax Period, Buyer will be required to remit payment of all such Taxes to the applicable Governmental Authority. With respect to any Apportioned Taxes relating to a Straddle Period or Pre-Closing Tax Period that are delinquent as of the applicable Closing Date, the amount of which is known and not subject to dispute, Buyer shall either pay the delinquent amount of such Taxes directly to the applicable Governmental Authority at the applicable Closing or, at Buyer's option, to the Title Company at the applicable Closing, for further payment by it to the applicable Governmental Authority. "**Straddle Period**" shall mean any Tax period or year commencing on or before, and ending after, the Closing Date.

(c) Buyer and Sellers shall, and shall cause their respective Affiliates to, cooperate and agree to furnish or cause to be furnished to each other, upon reasonable request, as promptly as practicable, such information and assistance relating to the Business

and the Acquired Assets (including access to books and records and Tax Returns and related working papers dated before Closing) as is reasonably necessary for the 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, suit or proceeding relating to any Tax, and the claiming by Buyer of any U.S. federal, state, local or non-U.S. business Tax credits or incentives that Buyer may qualify for in any of the jurisdictions in which any of the Acquired Assets are located; provided, however, that neither Buyer nor any Seller 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 8.1(c) shall be borne by the Party requesting it.

8.2 Bulk Sales. The Parties intend that the Sale Order shall provide that compliance with the Legal Requirements relating to bulk sales and transfers is not necessary or appropriate under the circumstances. In furtherance of the foregoing, each Party hereby waives compliance by the Parties with "bulk sales," "bulk transfers" or similar Legal Requirements in respect of the transactions contemplated by this Agreement.

8.3 Real Property Prorations. All real property Taxes, utilities, rents and other operating expenses with respect to the applicable Owned Real Property shall be prorated between Sellers and Buyer as of 12:01 a.m. on the applicable Closing Date. Sellers shall be responsible for the portion of such amounts attributable to the period prior to the applicable Closing Date, and Buyer shall be responsible for the portion attributable to the period from and after the applicable Closing Date. All rents and other amounts payable by tenants shall be prorated on an accrual basis as of the applicable Closing Date. Any rents or other amounts payable by tenants that are collected by Buyer after the applicable Closing Date and are attributable to any period prior to the applicable Closing Date shall be promptly remitted to Sellers, and any rents or other amounts payable by tenants that are collected by Sellers after the applicable Closing Date and are attributable to any period from and after the applicable Closing Date shall be promptly remitted to Buyer. All prorations shall be based on the most recent available bills, rent rolls or other information and shall be final as of applicable Closing, with no post-Closing adjustment. Notwithstanding the foregoing, Buyer shall retain all resident records, clinical records, care plans, and medication administration records transferred to Buyer at the applicable Closing (collectively, "**Resident Records**") for the period required by applicable Legal Requirements, which shall not in any event be less than ten (10) years following the date of the last entry in each such record, or such longer period as may be required by applicable state or federal law. Prior to destroying any Resident Records, Buyer shall provide at least sixty (60) days' prior written notice to the applicable resident or resident representative and shall comply with all applicable HIPAA and state law requirements governing the destruction of protected health information.

8.4 Wrong Pockets. Following the applicable Closing, without effect on the Purchase Price, (a) Sellers shall promptly transfer to Buyer (i) any cash or other funds or assets received by Sellers after the applicable Closing that constitute Acquired Assets and (ii) copies of any material communications received by Sellers after the applicable Closing to the extent relating to the Acquired Assets, the Assumed Liabilities or the Business, and (b) Buyer shall promptly transfer to Sellers (i) any cash or other funds received by Buyer after the applicable Closing that constitute Excluded Assets or Excluded Liabilities, or which are received by Buyer in respect of accounts receivable relating to periods prior to the applicable Closing and (ii) copies of any material

communications received by Buyer after the applicable Closing to the extent relating to the Excluded Assets, Excluded Liabilities or the Business.

8.5 Assumed Contracts; Adequate Assurance and Performance. Buyer shall provide adequate assurance of future performance under each Assumed Contract as required under Section 365 of the Bankruptcy Code. Buyer and Sellers shall use commercially reasonable efforts to take such actions as may be reasonably required to obtain any Bankruptcy Court finding that adequate assurance of future performance has been provided under the Assumed Contracts, including furnishing information reasonably requested by the Bankruptcy Court or any counterparty thereto. Notwithstanding the foregoing, (i) Buyer shall reimburse all Seller out-of-pocket cooperation costs within ten (10) Business Days of invoice; (ii) Sellers have no obligation to provide dedicated or full-time personnel or to take any action that would unreasonably interfere with the administration of the bankruptcy proceedings; and (iii) Sellers make no representation that any regulatory approval will be obtained within any particular timeframe, and regulatory delay does not give Buyer any termination right or constitute a Seller breach.

8.6 Employee Matters.

(a) Offer of Employment. Not later than ten (10) Business Days prior to the Initial Closing Date, Buyer shall (or shall cause one of its Affiliates to) extend offers of at-will employment, effective as of the Initial Closing Date (or, with respect to Employees associated with a Back-Up Bidder Community, as of the applicable Subsequent Closing Date), to all Employees listed on Schedule 8.6(a). Such offers of employment shall be on such terms and conditions consistent with this Section 8.6, subject to applicable Legal Requirements. Each such Employee who accepts Buyer's offer of employment hereunder shall, as of the effective date of such Employee's commencement of employment with Buyer (or one of its Affiliates), be referred to as a "Buyer Employee." Sellers shall cooperate with Buyer in identifying and facilitating reasonable access to Employees prior to the applicable Closing Date and shall, subject to applicable Legal Requirements, provide Buyer with reasonable access to information in the possession, custody or control of Sellers or any of their Affiliates with respect to the Employees to enable Buyer to make such offers.

(b) Compensation and Benefits. For a period of at least twelve (12) months immediately after the applicable Closing Date (or for such longer period as required by Legal Requirements, but in any case, not after the date of the applicable Buyer Employee's termination of employment with Buyer or any of its Affiliates), Buyer shall provide to each Buyer Employee (i) a base salary or base wages and cash incentive compensation opportunities that, in each case, are no less than the base salary or wage rate and cash incentive opportunities provided to such Buyer Employee by the applicable Seller or any of its Affiliates or any of their third party managers, as applicable, immediately prior to the applicable Closing Date, (ii) all other employee benefits (excluding equity-based benefits) that are, at Buyer's election, either (A) no less favorable in the aggregate to the employee benefits provided to such Buyer Employee immediately prior to the applicable Closing Date or (B) substantially comparable in the aggregate to the employee benefits provided to similarly situated employees of Buyer and its Affiliates and (iii) any other additional terms and conditions of employment required by Legal Requirements.

(c) Paid Time Off. Subject, and in addition, to local Legal Requirements, which may require a cash payment by the Sellers, an Affiliate of Sellers or any third party manager of Sellers or their Affiliates, as applicable, in lieu of any assumption by Buyer, Buyer shall recognize and credit, or cause an Affiliate of Buyer to recognize and credit, and allow use of, all vacation, sick time and other paid time off accrued but unused by the Buyer Employees as of the applicable Closing Date, in accordance with any of Sellers' or their applicable Affiliates' policies and applicable Legal Requirements.

(d) Employee Benefit Plan Matters. Effective as of the applicable Closing Date, (i) all Buyer Employees (and their covered dependents) will cease actively participating in all Plans and (ii) Buyer shall cause all Buyer Employees (and their eligible dependents) to be covered under retirement, medical, dental, vision, life insurance, disability, AD&D and other employee benefit plans sponsored or maintained by Buyer or its Affiliates. With respect to Buyer Employees, Buyer and its Affiliates shall recognize, for all purposes, including for purposes of eligibility, vesting and benefit levels and accruals under all employee benefit plans, programs and arrangements established or maintained by Buyer or any of its Affiliates for the benefit of the Buyer Employees, all service with Sellers, their Affiliates and any of their third-party managers (and their respective predecessors) prior to the applicable Closing Date, except where such service credit would result in a duplication of benefits. Without limiting the foregoing, Buyer shall, or shall cause its Affiliates to, (i) waive any pre-existing condition exclusion, actively-at-work requirement or waiting period under all employee health and other welfare benefit plans established or maintained by Buyer or any of its Affiliates for the benefit of the Buyer Employees to the extent such pre-existing condition, exclusion, requirement or waiting period was satisfied by (or did not apply to) the Buyer Employee under the corresponding Plan, and (ii) cause any covered expenses incurred during the plan year in which the applicable Closing Date occurs by any Buyer Employee (or covered dependent thereof) under a Plan that provides medical, dental, vision or prescription drug coverage to be taken into account for purposes of satisfying any applicable deductible, coinsurance and maximum out of pocket requirements under the corresponding employee health and other welfare benefit plans established or maintained by Buyer or any of its Affiliates with respect to the plan year in which the applicable Closing Date occurs.

(e) Access to Information. After the Execution Date, Sellers shall use commercially reasonable efforts to provide Buyer and its Affiliates with reasonable access to Employees and to information concerning Employees in the possession, custody or control of Sellers or their Affiliates, including employee records and data (including Plan data), reasonably requested by Buyer and its Affiliates, except as otherwise prohibited by any Legal Requirement or Contract; provided, that such access shall be subject to Buyer's compliance with applicable confidentiality obligations and shall not unreasonably interfere with the operation of the Business.

(f) No Third-Party Beneficiaries. All provisions contained in this Agreement with respect to employee benefit plans or compensation of Employees are included for the sole benefit of the respective Parties hereto. Nothing contained herein (i) shall confer upon any former, current or future employee of Sellers or Buyer or any legal representative or beneficiary thereof or any union, any rights or remedies, including any right to employment

or continued employment, of any nature, for any specified period, (ii) shall cause the employment status of any former, present or future employee of Sellers or Buyer to be other than terminable at will, (iii) shall confer any third party beneficiary rights upon any Employee or any dependent or beneficiary thereof or any heirs or assigns thereof or (iv) shall be construed to establish or be treated as an amendment or modification of any employee benefit plan, program, agreement, arrangement, or policy.

(g) WARN Act. Sellers shall be responsible for any obligations or Liabilities under or relating to the WARN Act arising from any plant closing, mass layoff or similar action requiring notice occurring prior to the Closing Date and affecting any Employees. Buyer shall be responsible for any obligations or Liabilities under or relating to the WARN Act arising from any plant closing, mass layoff or similar action requiring notice occurring from and after the Closing Date and affecting any Employees. Buyer shall not, and shall cause its Affiliates not to, take any action following the Closing that would reasonably be expected to result in any liability under the WARN Act for which Sellers or their Affiliates or any of their third-party managers would otherwise be responsible; provided, that terminations for cause, voluntary resignations, retirements, terminations due to the natural completion of a project or temporary assignment, and other separations excluded from the definition of 'employment loss' under the WARN Act shall not constitute a breach of this covenant.

8.7 Post-Closing Books and Records. For a period of six (6) years after the applicable Closing Date, each Party shall provide the other Party (and its Representatives who have a reasonable need to know), at reasonable times and in a manner so as not to unreasonably interfere with its normal business, access to the books and records relating to the Business or the Acquired Assets as of the applicable Closing Date, solely to the extent reasonably necessary to enable such Party to prepare Tax, financial or court filings or reports, to respond to court orders, subpoenas or inquiries, investigations, audits or other proceedings of Governmental Authorities, or to prosecute or defend legal Actions. If any Party desires to dispose of any such records, such Party shall, at least thirty (30) days prior to such disposal, provide the other Party with a reasonable opportunity to remove such records at the removing Party's expense.

ARTICLE 9
CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER TO CLOSE

The obligations of Buyer to consummate the transactions contemplated by this Agreement at the Initial Closing (and, mutatis mutandis, each Subsequent Closing) are subject to fulfillment, at or prior to the Initial Closing (and, mutatis mutandis, each Subsequent Closing), of each of the following conditions, any one or more of which may be waived by Buyer, in its sole and absolute discretion:

9.1 Accuracy of Representations. The representations and warranties of Sellers set forth in this Agreement shall be true and correct as of the applicable Closing Date, with the same effect as though such representations and warranties had been made on and as of the applicable Closing Date (provided, that representations and warranties which are confined to a specified date shall speak only as of such date), in each case, unless the effect of all such breaches of representations and warranties taken together would not have, or be reasonably likely to have, in

the aggregate, a Material Adverse Effect. Buyer shall have received a certificate of Sellers to such effect signed by a duly authorized officer thereof.

9.2 Sellers' Performance. With respect to each Community that is the subject of such Closing, the covenants and agreements that the applicable Sellers are required to perform or to comply with pursuant to this Agreement at or prior to the applicable Closing shall have been performed and complied with except where the failure to so comply would not have, or be reasonably likely to have, in the aggregate, a Material Adverse Effect. Buyer shall have received a certificate of Sellers to such effect signed by a duly authorized officer thereof.

9.3 No Order. No Governmental Authority shall have enacted, issued, promulgated, decreed or entered any Order, which is in effect and has the effect of restraining or preventing (or delaying beyond the Outside Date) the consummation of or imposing material modifications on the transactions contemplated by this Agreement.

9.4 Governmental Authorizations. To the extent that consent under the HSR Act or any other applicable Antitrust Law is required or at the discretion of Buyer deemed advisable, any waiting period (and any extension thereof) under the HSR Act shall have expired or shall have been terminated.

9.5 Sellers' Deliveries. Each of the deliveries required to be made to Buyer pursuant to Section 4.3 shall have been so delivered in all material respects.

9.6 Healthcare Permits; Bridging Agreements. Buyer shall have received such Buyer Healthcare Permit or the Parties shall have executed definitive Bridging Agreements in accordance with Section 7.11; provided, that Sellers may waive this condition in their sole and absolute discretion.

9.7 Sale Order. The Bankruptcy Court shall have entered the Sale Order and the Sale Order shall have become a Final Order.

9.8 Assumed Contracts. The Bankruptcy Court shall have approved and authorized the assumption and assignment of each Assumed Contract designated by Buyer pursuant to Section 2.5, except as would not have a material effect on the Business from and after the Closing, including the assignment and assumption of the Assumed Contracts set forth on Schedule 9.8 on the terms set forth on such Schedule.

9.9 Title Insurance; Survey. Buyer shall have received, or be irrevocably committed to receive at the applicable Closing, an ALTA owner's title insurance policy (or marked commitment therefor) for each parcel of Owned Real Property listed on Schedule 2 as of such Closing, issued by the Title Company (or another nationally recognized title insurance company reasonably acceptable to Buyer), insuring Buyer's fee simple title to such Owned Real Property, subject only to Permitted Liens, in an amount equal to the portion of the Purchase Price allocated to such Owned Real Property, together with such endorsements as Buyer may reasonably require (to the extent available). Buyer shall also have received, to the extent available, a survey of the Owned Real Property sufficient to enable the Title Company to issue such policy without a general survey exception.

9.10 Consents. Buyer shall have received each consent, waiver, approval, order, Permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Authority listed on Schedule 9.10, in each case, in a form reasonably satisfactory to Buyer.

ARTICLE 10
CONDITIONS PRECEDENT TO THE OBLIGATION OF SELLERS TO CLOSE

The obligations of Sellers to consummate the transactions contemplated by this Agreement at the Initial Closing (and, mutatis mutandis, each Subsequent Closing) are subject to fulfillment, at or prior to the Initial Closing (and, mutatis mutandis, each Subsequent Closing), of each of the following conditions, any one or more of which may be waived by Sellers, in their sole and absolute discretion:

10.1 Accuracy of Representations. The representations and warranties of Buyer set forth in this Agreement shall be true and correct in all material respects (except that those representations and warranties which are qualified as to materiality or Material Adverse Effect or similar expressions shall be true and correct in all respects) as of the applicable Closing Date with the same effect as though such representations and warranties had been made on and as of the applicable Closing Date (provided that representations and warranties which are confined to a specified date shall speak only as of such date) in each case, unless the effect of all such breaches of representations and warranties taken together would not have, or be reasonably likely to have, in the aggregate, a material adverse effect on the ability of Buyer to consummate the transactions contemplated by this Agreement. Sellers shall have received a certificate of Buyer to such effect signed by a duly authorized officer thereof.

10.2 Sale Order. The Bankruptcy Court shall have entered the Sale Order and the Sale Order shall have become a Final Order.

10.3 Buyer's Performance. The covenants and agreements that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to the applicable Closing shall have been performed and complied with in all material respects, and Sellers shall have received a certificate of Buyer to such effect signed by a duly authorized officer thereof.

10.4 No Order. No Governmental Authority shall have enacted, issued, promulgated, decreed, or entered any Order, which is in effect and has the effect of preventing (or delaying beyond the Outside Date) the consummation of or imposing material modifications on the transactions contemplated by this Agreement.

10.5 Governmental Authorizations. To the extent that consent under the HSR Act or any other applicable Antitrust Law is required or at the discretion of Buyer deemed advisable, any waiting period (and any extension thereof) under the HSR Act shall have expired or shall have been terminated.

10.6 Buyer's Deliveries. Each of the deliveries required to be made to Sellers pursuant to Section 4.2 shall have been so delivered.

10.7 Bridging Agreements. Buyer shall have received all applicable Buyer Healthcare Permits or the Parties shall have executed definitive Bridging Agreements in accordance with Section 7.11.

ARTICLE 11
TERMINATION

11.1 Termination Events. Anything contained in this Agreement to the contrary notwithstanding, this Agreement may be terminated at any time prior to the last Closing to occur under this Agreement (the "**Final Closing**") only as follows:

(a) by the mutual written consent of Sellers and Buyer;

(b) by either Sellers or Buyer, by written notice to the other:

(i) if the Final Closing shall not have occurred on or prior to the later of (x) the date that is 90 days following entry of the Sale Order and (y) December 31, 2026 (the "**Outside Date**"); provided, that the right to terminate this Agreement under this Section 11.1(b)(i) shall not be available to any Party whose failure to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Final Closing to occur on or prior to the Outside Date;

(ii) if a Governmental Authority issues a final, non-appealable ruling or Order permanently restraining, enjoining or otherwise prohibiting the transactions contemplated hereby where such ruling or Order was not requested, encouraged or supported by any of Sellers or Buyer; provided, that the right to terminate this Agreement under this Section 11.1(b)(ii) shall not be available to any Party whose willful failure to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur on or prior to the Outside Date;

(iii) if the Bankruptcy Court shall have approved, or entered an order authorizing, an Alternative Transaction (other than with respect to any Removed Community or MAE Removed Community); or

(iv) if the Bankruptcy Court shall have entered an Order dismissing, or converting into cases under Chapter 7 of the Bankruptcy Code, any of the Bankruptcy Cases;

(c) by written notice of Buyer, if Buyer is not then in material breach of its obligations under this Agreement:

(i) in the event of any material breach by any Seller of, or material failure to perform, any agreements, covenants, representations or warranties contained in this Agreement or in the Sale Order, which material breach or material failure to perform would result in Sellers being unable to satisfy a condition set forth in Section 9.1 or Section 9.2 by the Outside Date or shall not have been cured

during the thirty (30) day period following delivery by Buyer of notice to Sellers of such material breach or material failure to perform; or

(ii) if any Seller consummates an Alternative Transaction or seeks to have the Bankruptcy Court enter an Order dismissing, or converting into cases under Chapter 7 of the Bankruptcy Code, any of the Bankruptcy Cases, or appointing a trustee in any of the Bankruptcy Cases or appointing a responsible officer or an examiner with enlarged powers (other than a fee examiner) relating to the operation of Sellers' businesses pursuant to Section 1104 of the Bankruptcy Code in any of the Bankruptcy Cases; or

(d) by written notice of Sellers,

(i) if each Seller is not then in material breach of its obligations under this Agreement in the event of any material breach by Buyer of, or material failure to perform, any agreements, covenants, representations or warranties contained in this Agreement or in the Sale Order, which material breach or material failure to perform would result in Buyer being unable to satisfy a condition set forth in Section 10.1 or Section 10.3 by the then-applicable Outside Date or shall not have been cured during the thirty (30) day period following delivery by Sellers of notice to Buyer of such material breach or material failure to perform;

(ii) if Sellers have received a higher or better bid for the Acquired Assets as a whole pursuant to the Bidding Procedures, and the Sellers accept or are required to accept such bid at the Auction (in which case Buyer shall serve as the Back-Up Bidder in accordance with Section 7.8); or

(iii) in connection with Sellers' fiduciary duties as set forth in Section 7.10.

Notwithstanding the foregoing, this Agreement may not be terminated solely as a result of one or more Communities being removed from Schedule 2 pursuant to Section 2.1(c), provided that at least one Community remains on Schedule 2 as of the Initial Closing Date. Each condition set forth in this Section 11.1, pursuant to which this Agreement may be terminated shall be considered separate and distinct from each other such condition. If more than one of the termination conditions set forth in Section 11.1 are applicable, the applicable Party shall have the right to choose the termination condition pursuant to which this Agreement is to be terminated. The Parties acknowledge and agree that no notice of termination or extension of the Outside Date provided pursuant to this Section 11.1 shall become effective until two (2) Business Days after the delivery of such notice to the other Parties, and only if such notice shall not have been withdrawn during such two (2) Business Day period or otherwise become invalid. Notwithstanding anything to the contrary herein, no Party may terminate this Agreement pursuant to this Section 11.1 if such Party's breach of this Agreement was the primary cause of the failure of the Final Closing prior to the Outside Date to occur or the occurrence of the event giving rise to such termination right.

11.2 Effect of Termination. In the event of termination of this Agreement by Buyer or Sellers pursuant to this Article 11, this Agreement shall become null and void ab initio and have

no effect and all rights and obligations of the Parties under this Agreement shall terminate without any Liability of any Party to any other Party except (i) nothing herein shall relieve any Party from Liability for any breach of this Agreement occurring prior to such termination and (ii) this Section 11.2 and, as applicable, Article 12 (and, to the extent applicable to the interpretation or enforcement of such provision, Article 1 and Article 13), shall expressly survive the termination of this Agreement.

ARTICLE 12
COMPETING BIDDER; DEPOSIT; REMEDIES

12.1 No Bid Protections. Buyer acknowledges and agrees that it is submitting a competing Qualified Bid and is not entitled, by reason of this Agreement or its participation in the Bidding Process, to any break-up fee, termination fee, expense reimbursement, or similar payment or reimbursement. Buyer waives any substantial-contribution administrative expense claim under section 503(b) of the Bankruptcy Code arising from or relating to its bidding for the Acquired Assets, except to the extent otherwise expressly authorized by a separate order of the Bankruptcy Court.

12.2 Deposit; Buyer Default. The Deposit shall be administered and released in accordance with Section 3.2, the Bidding Procedures, the Bid Procedures Order, the Escrow Agreement, and any applicable order of the Bankruptcy Court. If Buyer is the Successful Bidder or Back-Up Bidder and fails to consummate the applicable Transaction because of a breach by Buyer, Sellers shall have the rights and remedies expressly provided in this Agreement and the Bidding Procedures, including any right to retain the applicable portion of the Deposit as liquidated damages to the extent permitted thereunder.

12.3 No Expansion of Remedies. Nothing in this Article 12 creates any Bid Protection in favor of Buyer or alters the rights of Sellers or Buyer under Article 11, Section 13.14, the Bidding Procedures, the Bid Procedures Order, or applicable law.

ARTICLE 13
GENERAL PROVISIONS

13.1 Survival. All covenants and agreements contained herein which by their terms are to be performed in whole or in part, or which prohibit actions, subsequent to the applicable Closing shall, solely to the extent such covenants and agreements are to be performed, or prohibit actions, subsequent to the applicable Closing, survive the applicable Closing in accordance with their terms. All other covenants and agreements contained herein, and all representations and warranties contained herein or in any certificated deliveries hereunder, shall not survive the applicable Closing and shall thereupon terminate, including any Actions for damages in respect of any breach thereof.

13.2 Confidentiality. Following the applicable Closing Date, each Seller agrees to, and to cause its Affiliates to, treat and hold as confidential, and not use or disclose all or any of the information concerning the Business, the Acquired Assets, the negotiation or existence and terms of this Agreement or the business affairs of Buyer except disclosure of matters that become a matter of public record as a result of the Bankruptcy Case and the filings related thereto.

13.3 Public Announcements. Unless otherwise required by applicable Legal Requirement or by obligations of Buyer or Sellers or their respective Affiliates pursuant to any listing agreement with or rules of any securities exchange, Buyer, on the one hand, and Sellers, on the other hand, shall consult with each other before issuing any press release or otherwise making any public statement with respect to this Agreement, the transactions contemplated by this Agreement or the activities and operations of the other and shall not issue any such release or make any such statement without the prior written consent of the other (such consent not to be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing, Buyer shall not be restricted from making any public announcements or issuing any press releases regarding the Business after the applicable Closing, provided that such public announcements or press releases do not reference the Sellers or their Affiliates without Sellers' prior written consent.

13.4 Notices. All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by overnight courier or electronic mail:

If to a Seller, then to:

Inspired Healthcare Capital 7033
East Greenway Parkway, Suite 250
Scottsdale, AZ 85254

and

Ankura Consulting Group, LLC
485 Lexington Ave., 10th Floor
New York, NY 10017
Attn: M. Benjamin Jones
Email: Ben.Jones@ankura.com

And

Trinity River Advisors
8080 N. Central Expy, Suite 1729
Dallas, TX 75206
Attn: Mark Andrews
Email: mark@trinityriveradvisors.com

with a copy (which shall not constitute notice) to:

Dechert LLP
2651 N Harwood Street
Dallas, TX 75201
Attn: Marcus Helt; Jack Haake
Email: marcus.helt@dechert.com; jack.haake@dechert.com

And

DLA Piper LLP (US)
1900 N. Pearl St., Suite 2200
Dallas, TX 75201
Email: James.muenker@us.dlapiper.com

If to Buyer to:

Conscious Senior Living Management, LLC
5920 St. Clair Highway
China Township, MI 48054
Attn: David Fulkerson; Mark Kincer;
Email: david@graceseniorliving.com; markkincer@gmail.com

with a copy (which shall not constitute notice) to:

The Xenos Law Firm, PLC
41100 Woodward Avenue, Suite 200
Bloomfield Hills, MI 48304
Attn: Elias T. Xenos
Email: etx@XenosLawFirm.com

or to such other person or address as any Party shall specify by notice in writing to the other Party. All such notices, requests, demands, waivers and communications shall be deemed to have been received on the date on which so personally-delivered or delivered by overnight courier or electronic mail.

13.5 Waiver. Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement shall operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power, or privilege shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by Legal Requirements, (a) no waiver that may be given by a Party shall be applicable except in the specific instance for which it is given, and (b) no notice to or demand on one Party shall be deemed to be a waiver of any right of the Party giving such notice or demand to take further action without notice or demand.

13.6 Entire Agreement; Amendment. This Agreement (including the Disclosure Schedules, Schedules and the Exhibits) and the other Transaction Documents supersede all prior agreements between Buyer, on the one hand, and Sellers, on the other hand, with respect to its subject matter and constitute a complete and exclusive statement of the terms of the agreements between Buyer, on the one hand, and Sellers, on the other hand, with respect to their subject matter. This Agreement may not be amended, modified or supplemented except by a written agreement executed by each of the Parties hereto.

13.7 Assignment. This Agreement, and the rights, interests and obligations hereunder, shall not be assigned by any Party by operation of law or otherwise without the express written consent of the other Parties (which consent may be granted or withheld in the sole discretion of such other Party); provided, however, that Buyer shall be permitted to assign all or part of its rights

or obligations hereunder to one or more Buyer Designees without the prior consent of Sellers so long as Buyer stands behind the performance by such Buyer Designee of this Agreement.

13.8 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability.

13.9 Expenses. Except as otherwise expressly provided in this Agreement, whether or not the transactions contemplated by this Agreement are consummated, the Parties shall bear their own respective expenses (including all compensation and expenses of counsel, financial advisors, consultants, actuaries and independent accountants) incurred in connection with this Agreement and the transactions contemplated hereby.

13.10 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 Texas, without regard to principles of conflicts of laws or any other law that would make the laws of any other jurisdiction applicable hereto.

(b) Without limitation of any Party's right to appeal any Order of the Bankruptcy Court, the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes arising out of or relating to this Agreement, any breach or default hereunder, or the transactions contemplated hereby, and any and all such claims shall be filed and maintained only in the Bankruptcy Court. The Parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive any objection based on improper venue or forum non conveniens. If the Bankruptcy Case is closed or the Bankruptcy Court declines to exercise jurisdiction, any such claims shall be brought in a state or federal court of competent jurisdiction located in the same jurisdiction as the Bankruptcy Court, and the Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts. The Parties consent to service of process by mail (in accordance with Section 13.4) or any other manner permitted by law.

(c) **THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SELLERS, BUYER OR THEIR RESPECTIVE REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.**

13.11 Counterparts. This Agreement and any amendment hereto may be executed in two or more counterparts, each of which shall be deemed to be an original of this Agreement or such amendment and all of which, when taken together, shall constitute one and the same instrument. Notwithstanding anything to the contrary in Section 13.4, delivery of an executed counterpart of a signature page to this Agreement or any amendment hereto by telecopier, facsimile or email attachment that contains a portable document format (.pdf) file of an executed signature shall be effective as delivery of a manually executed counterpart of this Agreement or such amendment, as applicable.

13.12 **P**arties in Interest; No Third-Party Beneficiaries; No Amendment. This Agreement and the other Transaction Documents shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. This Agreement and the other Transaction Documents are for the sole benefit of the Parties and their permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable benefit, claim, cause of action, remedy or right of any kind. Notwithstanding anything to the contrary, nothing in this Agreement shall constitute an amendment to any Plan.

13.13 Remedies. Neither the exercise of nor the failure to exercise a right of setoff or to give notice of a claim under this Agreement will constitute an election of remedies or limit Sellers or Buyer in any manner in the enforcement of any other remedies that may be available to any of them, whether at law or in equity.

13.14 Specific Performance. With respect to the Parties' respective covenants under this Agreement, (a) each Party recognizes that if such Party breaches or refuses to perform any such covenant, monetary damages alone would not be adequate to compensate the nonbreaching Party or Parties for their injuries, (b) the non-breaching Party or Parties shall therefore be entitled, in addition to any other remedies that may be available, to obtain specific performance of the terms of such covenants, (c) if any Action is brought by the non-breaching Party or Parties to enforce such covenants, the Party in breach shall waive the defense that there is an adequate remedy at law, (d) each Party agrees to waive any requirement for the security or posting of any bond in connection with any Action seeking specific performance of such covenants and (e) each Party agrees that the only permitted objection that it may raise in response to any action for specific performance of such covenants is that it contests the existence of a breach or threatened breach of such covenants.

13.15 Limitations on Damages. NO PARTY (OR ITS AFFILIATES OR REPRESENTATIVES) SHALL, UNDER ANY CIRCUMSTANCE, BE LIABLE TO THE OTHER PARTY (OR ITS AFFILIATES OR REPRESENTATIVES) FOR ANY EXEMPLARY OR PUNITIVE DAMAGES CLAIMED BY SUCH OTHER PARTY UNDER THE TERMS OF OR DUE TO ANY BREACH OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO THE EXTENT SUCH DAMAGES ARE PAYABLE TO A THIRD PARTY.

13.16 Joinder. At each applicable Closing, any Person to whom Buyer assigns the right to receive any of the Acquired Assets at such Closing shall execute a joinder in customary form, pursuant to which each such other Person will assume, and will be obligated with Buyer on a joint and several basis, to perform and satisfy each of Buyer's obligations under this Agreement.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the Parties have caused this Asset Purchase Agreement to be executed and delivered by their duly authorized representatives, all as of the Execution Date.

BUYER:
CONSCIOUS SENIOR LIVING MANAGEMENT, LLC
a Michigan limited liability company

By: DocuSigned by: David Fulkerson 7CC909D383CB4F3...
Name: David Fulkerson
Title: Member

SELLERS:

INSPIRED SENIOR LIVING OF CHESTERFIELD DST, a Delaware statutory trust

By: INSPIRED SENIOR LIVING OF CHESTERFIELD ST, LLC, a Delaware limited liability company
Its: Signatory Trustee

By: TRINITY RIVER ADVISORS, LLC
Its: Independent Manager

By: _____
Name: Mark Andrews
Title: Authorized Signatory

INSPIRED SENIOR LIVING OF CHESTERFIELD MT, LLC

Signed by:
By: M. Benjamin Jones
46022179A69843E...
Name: M. Benjamin Jones
Title: Authorized Signatory

INSPIRED SENIOR LIVING OF LAKE ORION DST, a Delaware statutory trust

By: INSPIRED SENIOR LIVING OF LAKE ORION ST, LLC, a Delaware limited liability company
Its: Signatory Trustee

By: TRINITY RIVER ADVISORS, LLC
Its: Independent Manager

By: _____
Name: Mark Andrews
Title: Authorized Signatory

INSPIRED SENIOR LIVING OF LAKE ORION MT, LLC

Signed by:
By: M. Benjamin Jones
46622179A699843E...
Name: M. Benjamin Jones
Title: Authorized Signatory

Schedule 1
Sellers

1. **DST Seller:**
   (a) Inspired Senior Living of Chesterfield DST
   (b) Inspired Senior Living of Lake Orion DST

2. **Master Tenant Seller:**
   (a) Inspired Senior Living of Chesterfield MT, LLC
   (b) Inspired Senior Living of Lake Orion MT, LLC

Schedule 2
Communities; Allocations

#	Community	Corresponding Owned Real Property	Applicable Sellers	Allocation ($)
1	Salterra at Chesterfield	29891 32 Mile Road New Baltimore, MI 48047	**DST Seller**: Inspired Senior Living of Chesterfield DST, a Delaware statutory trust **Master Tenant Seller**: Inspired Senior Living of Chesterfield MT, LLC, a Delaware limited liability company	$5,150,000.00
2	Mariella of Lake Orion	985 North Lapeer Road Lake Orion, MI 48362	**DST Seller**: Inspired Senior Living of Lake Orion DST **Master Tenant Seller**: Inspired Senior Living of Lake Orion MT, LLC	$10,250,000.00
			TOTAL:	**$15,400,000.00**

This Schedule is subject to modification pursuant to Section 2.1(c) of this Agreement.

Exhibit A
Form of Assignment and Assumption Agreement

[See attached.]

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement, dated as of _____, 2026 (this "**Assignment**"), is made and entered into by and among Conscious Senior Living Management, LLC, a Michigan limited liability company ("**Buyer**"), the Persons listed under the heading "DST Sellers" on Schedule 1 to the Purchase Agreement (as defined below) (collectively, the "**DST Sellers**" and each a "**DST Seller**") and the Persons listed under the heading "Master Tenant Sellers" on Schedule 1 to the Purchase Agreement (collectively, the "**Master Tenant Sellers**" and each a "**Master Tenant Seller**"; the DST Sellers and Master Tenant Sellers are collectively referred to herein as "**Sellers**"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement, dated as of August 20, 2026 (the "**Purchase Agreement**"), by and among Buyer and Sellers.

WHEREAS, pursuant to sections 105, 363 and 365 of the Bankruptcy Code and the Asset Purchase Agreement, Sellers have, among other things, agreed to sell, transfer, assign, convey and deliver to Buyer or one or more Buyer Designees, and Buyer has agreed to purchase, acquire and accept from Sellers, upon the terms and conditions set forth in the Asset Purchase Agreement, all of the rights, titles and interests of Sellers in and to the Acquired Assets including, without limitation, the Assumed Contracts, free and clear of all Liens (other than Permitted Liens and Assumed Liabilities); and

WHEREAS, pursuant to Section 2.3 and 2.5 of the Purchase Agreement, Buyer has agreed to assume, effective as of the applicable Closing, the Assumed Liabilities.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Purchase Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Sellers hereby assign and delegate the Assumed Contracts and the Assumed Liabilities to Buyer or the applicable Buyer Designee, and Buyer or the applicable Buyer Designee hereby accepts assignment and delegation of and assumes the Assumed Contracts and the Assumed Liabilities, in each case, as set forth in the Purchase Agreement. Buyer assumes none of the Excluded Liabilities.

2. Section 2.6 of the Purchase Agreement is incorporated herein by this reference.

3. This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns.

4. No provision of this Assignment, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the parties hereto and their respective successors and permitted assigns, any remedy or claim under or by reason of this Assignment or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Assignment shall be for the sole and exclusive benefit of each of Sellers and Buyer, their respective successors and permitted assigns.

5. None of the provisions of this Assignment may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by Sellers and Buyer, or in the case of a waiver, by the party(ies) against whom the waiver is to be effective.

6. This Assignment is subject in all respects to the terms and conditions of the Purchase Agreement, and nothing contained in this Assignment shall be deemed to supersede or modify any of the terms of such Agreement. To the extent any provision of this Assignment is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control.

7. Section 13.10 of the Purchase Agreement is incorporated herein by this reference, mutatis mutandis.

8. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[*Signature pages follow*.]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered by their respective duly authorized representatives as of the date first above written.

DST SELLERS:

INSPIRED SENIOR LIVING OF CHESTERFIELD DST a Delaware statutory trust

By: INSPIRED SENIOR LIVING OF CHESTERFIELD ST, LLC
a Delaware limited liability company
Its: Signatory Trustee

By: TRINITY RIVER ADVISORS, LLC
Its: Independent Manager

By: _____
Name: Mark Andrews
Title: Authorized Signatory

INSPIRED SENIOR LIVING OF LAKE ORION DST
a Delaware statutory trust

By: INSPIRED SENIOR LIVING OF LAKE ORION ST, LLC
a Delaware limited liability company
Its: Signatory Trustee

By: TRINITY RIVER ADVISORS, LLC
Its: Independent Manager

By: _____
Name: Mark Andrews
Title: Authorized Signatory

MASTER TENANT SELLERS:

INSPIRED SENIOR LIVING OF CHESTERFIELD MT, LLC

By: _____
Name: M. Benjamin Jones
Title: Authorized Signatory

INSPIRED SENIOR LIVING OF LAKE ORION MT, LLC
a Delaware limited liability company

By: _____
Name: M. Benjamin Jones
Title: Authorized Signatory

BUYER:

CONSCIOUS SENIOR LIVING MANAGEMENT, LLC
a Michigan limited liability company

By: _____
Name: David Fulkerson
Title: Member

Exhibit B
Form of Bill of Sale

[See attached.]

BILL OF SALE

This Bill of Sale, dated as of _____, 2026 (this "**Bill of Sale**"), is made and entered into by and among Conscious Senior Living Management, LLC, a Michigan limited liability company ("**Buyer**"), and the Persons listed under the heading "DST Sellers" on Schedule 1 to the Purchase Agreement (as defined below) (collectively, the **"DST Sellers")** and the Persons listed under the heading "Master Tenant Sellers" on Schedule 1 to the Purchase Agreement (collectively, the "**Master Tenant Sellers**" and, together with the DST Sellers,). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement, dated as of August 20, 2026 (the "**Purchase Agreement**"), by and among Buyer and Sellers.

WHEREAS, pursuant to Sections 105, 363 and 365 of the Bankruptcy Code and the Purchase Agreement, Sellers have, among other things, agreed to sell, transfer, assign, convey and deliver to Buyer and or one or more Buyer Designees, and Buyer has agreed to purchase, acquire and accept from Sellers, upon the terms and conditions set forth in the Purchase Agreement, all of the rights, titles and interests of Sellers in and to the Acquired Assets, free and clear of all Liens (other than Permitted Liens and Assumed Liabilities).

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Purchase Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Each Seller hereby sells, transfers, assigns, conveys and delivers to Buyer and/or the applicable Buyer Designee(s), all of its right, title and interest in and to the Acquired Assets, free and clear of all Liens (other than Permitted Liens and Assumed Liabilities).

2. Section 2.6 of the Purchase Agreement is incorporated herein by this reference.

3. This Bill of Sale will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns.

4. No provision of this Bill of Sale, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the parties hereto and their respective successors and permitted assigns, any remedy or claim under or by reason of this Bill of Sale or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Bill of Sale shall be for the sole and exclusive benefit of each of Sellers and Buyer, their respective successors and permitted assigns.

5. None of the provisions of this Bill of Sale may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by Sellers and Buyer, or in the case of a waiver, by the party(ies) against whom the waiver is to be effective.

6. This Bill of Sale is subject in all respects to the terms and conditions of the Purchase Agreement and nothing contained in this Bill of Sale shall be deemed to supersede or modify the terms of the Purchase Agreement. To the extent any provision of this Bill of Sale is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control.

7. Except as otherwise set forth in the Purchase Agreement, nothing expressed or implied in this Bill of Sale shall be deemed to be an assumption by Buyer of any Excluded Liabilities.

8. Section 13.10 of the Purchase Agreement is incorporated herein by this reference, mutatis mutandis.

9. This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signature Pages Follow.]

IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be duly executed by their respective authorized officers as of the date first above written.

DST SELLERS:

INSPIRED SENIOR LIVING OF CHESTERFIELD DST
a Delaware statutory trust

By: INSPIRED SENIOR LIVING OF CHESTERFIELD ST, LLC
a Delaware limited liability company
Its: Signatory Trustee

By: TRINITY RIVER ADVISORS, LLC
Its: Independent Manager

By: _____
Name: Mark Andrews
Title: Authorized Signatory

INSPIRED SENIOR LIVING OF LAKE ORION DST
a Delaware statutory trust

By: INSPIRED SENIOR LIVING OF LAKE ORION ST, LLC
a Delaware limited liability company
Its: Signatory Trustee

By: TRINITY RIVER ADVISORS, LLC
Its: Independent Manager

By: TRINITY RIVER ADVISORS, LLC
Its: Independent Manager

MASTER TENANT SELLERS:

INSPIRED SENIOR LIVING OF CHESTERFIELD MT, LLC

By: _____
Name: M. Benjamin Jones
Title: Authorized Signatory

INSPIRED SENIOR LIVING OF LAKE ORION MT, LLC
a Delaware limited liability company

By: _____
Name: M. Benjamin Jones
Title: Authorized Signatory

BUYER:
CONSCIOUS SENIOR LIVING MANAGEMENT, LLC
a Michigan limited liability company

By: _____
Name: David Fulkerson
Title: Member

Exhibit C
Form of Title Company Agreement

[See attached.]

CLOSING ESCROW AGREEMENT

This CLOSING ESCROW AGREEMENT (this "Agreement") is entered into as of August [●], 2026, by and among Conscious Senior Living Management, LLC, a Michigan limited liability company ("Buyer"), the entities listed under the headings "DST Sellers" and "Master Tenant Sellers" on Schedule 1 attached hereto (collectively, the "Sellers" and each a "Seller"), and Chicago Title Insurance Company (the "Title Company" or the "Escrow Agent" and, together with Buyer and Sellers, the "Parties" and each a "Party").

WHEREAS, on February 2, 2026 (the "Petition Date"), each of the Sellers commenced a case by filing a petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") (collectively, the "Bankruptcy Cases") in the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division (the "Bankruptcy Court"). The Bankruptcy Cases are being jointly administered under the caption Inspired Healthcare Capital Holdings, LLC et al., Case No. 26-90004, for procedural purposes only. The Sellers continue to operate their businesses and manage their properties as debtors and debtors-in-possession pursuant to Bankruptcy Code sections 1107(a) and 1108;

WHEREAS, Buyer and Sellers have entered into that certain Asset Purchase Agreement, dated as of August 20, 2026 (the "Purchase Agreement"), pursuant to which, among other things, (a) the DST Sellers have agreed to sell all of their right, title and interest in and to certain owned real property, and (b) the Master Tenant Sellers have agreed to sell all of their right, title and interest in and to certain operating assets, in each case on the terms and subject to the conditions set forth in the Purchase Agreement and subject to the entry of a sale order by the Bankruptcy Court authorizing such sale pursuant to Sections 105, 363, and 365 of the Bankruptcy Code (the "Transaction"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement;

WHEREAS, pursuant to and in accordance with the Purchase Agreement, at each Closing (whether the Initial Closing or any Subsequent Closing), all deliveries shall be made remotely by electronic exchange, including delivery of (i) the balance of the Purchase Price (each, a "Closing Cash Payment"), (ii) the Transaction Documents, and (iii) any other documentation or funds delivered or exchanged at such Closing (including any title insurance policy) (collectively, the "Closing Escrow Items"), to the Escrow Agent pursuant to this Agreement; and

WHEREAS, the Parties have agreed that the Closing Escrow Items shall be held by the Escrow Agent in the Closing Escrow (as hereinafter defined) and released to Buyer or Sellers, as applicable, in accordance with the terms of this Agreement and, as between Buyer and Sellers, the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Appointment. Buyer and Sellers hereby appoint Title Company to serve as Escrow Agent to facilitate (a) the receipt, holding, and disbursement of the Closing Cash Payment, and (b) the receipt, holding, release, and distribution of the Closing Escrow Items, in each case in

accordance with the terms of this Agreement, and Title Company hereby accepts such appointment under the terms and conditions set forth herein.

2. Establishment of Closing Escrow.

Title Company, in its capacity as Escrow Agent, is authorized (a) to establish a closing escrow account (the "Closing Escrow") to hold in escrow the Closing Cash Payment, which shall be deposited by wire transfer of immediately available funds and held in an interest-bearing deposit account with a financial institution selected by the Escrow Agent and reasonably approved by Buyer and Sellers, and (b) to hold in escrow the other Closing Escrow Items (including, without limitation, the Transaction Documents). The Escrow Agent shall acknowledge receipt of each of the Closing Escrow Items delivered to the Closing Escrow by written confirmation to Buyer and Sellers upon receipt.

Notwithstanding anything to the contrary in this Agreement or under applicable law, Sellers and Buyer acknowledge and agree that the Closing Escrow Items shall not be subject to any lien, attachment, trustee process or any other judicial process of any creditor of any Seller or Buyer, including without limitation pursuant to section 362 of the Bankruptcy Code.

The Escrow Agent acknowledges and agrees that the Closing Escrow Items are held in trust for disbursement and release solely in accordance with the terms of this Agreement. The Sellers and Buyer agree and represent to Escrow Agent that any interest or other income earned on the Closing Cash Payment held in the Closing Escrow shall for the purposes of reporting such income to the appropriate taxing authorities be deemed to be earned by the Buyer. Buyer represents that it is a US person as that term is defined by the IRS. Buyer agrees to provide Escrow Agent with a certified tax identification number by signing and returning a Form W-9 to Escrow Agent upon execution of this Agreement. Buyer understands that, in the event the tax identification number is incorrect or is not certified to Escrow Agent, the Internal Revenue Code, as amended from time to time, may require withholding of a portion of any interest or other income earned on the Closing Cash Payment. Escrow Agent's sole tax reporting obligation hereunder is to file with the IRS any applicable Form 1099, as required by law, with respect to Escrow Agent's investment of the Closing Cash Payment under this Agreement in respect of any earnings thereon. Buyer agrees to assume any and all obligations imposed, now or hereafter, by the applicable tax law and/or applicable taxing authorities, with respect to any interest or other income earned on the Closing Cash Payment and to indemnify and hold Escrow Agent harmless from any liability or obligation on account of taxes, assessments, additions for late payment, interest, penalties, expenses and other governmental charges that may be assessed or asserted against Escrow Agent in connection with or relating to any payment made or other activities performed under the terms of this Agreement, including without limitation any liability for the withholding or deduction of (or the failure to withhold or deduct) the same, and any liability for the failure to obtain proper certifications or to report properly to governmental authorities in connection with this Agreement, including costs and expenses (including reasonable legal fees and expenses) interest and penalties, in each such case to the extent applicable to, or arising in respect of, the interest earned on the Closing Cash Payment, unless finally determined by a court of competent jurisdiction, subject to no further appeal, to have resulted solely from the gross negligence or willful misconduct of Escrow Agent. The foregoing indemnification and agreement to hold harmless shall survive the termination of this Agreement.

3. Release Instructions. Sellers and Buyer hereby irrevocably and unconditionally agree that the Closing Escrow Items shall be released and/or disbursed in accordance with the following provisions:

a. Closing Release. If all conditions to Closing set forth in the Purchase Agreement have been satisfied or waived by the applicable Parties (the "Closing Release Trigger Event"), then Sellers and Buyer shall each deliver executed closing release instructions (the "Closing Release Instructions") to the Escrow Agent and to the other Parties by no later than the applicable Closing Date, instructing the Escrow Agent to release on the applicable Closing Date: (i) the Closing Cash Payment, as credited and adjusted for prorations in accordance with the Purchase Agreement and the Closing Statement (as hereinafter defined); and (ii) the other Escrowed Items to the applicable recipient(s) as specified in the Closing Release Instructions.

b. Termination Return. If the Closing does not occur, then Sellers and Buyer shall jointly deliver counter-signed and executed return instructions with respect to the Closing Escrow Items (together with the Closing Release Instructions, the "Release Instructions") to the Escrow Agent.

The Escrow Agent shall be entitled to rely on such Release Instructions as valid instructions given by Sellers and Buyer for the purpose of releasing or returning the Closing Escrow Items from the Closing Escrow, subject to Section 4.

4. Duties of Escrow Agent. The Escrow Agent shall receive and hold the Closing Escrow Items in accordance with Section 3 and this Section 4, and in reliance upon information provided in accordance with this Agreement to Title Company by the Authorized Representatives (as defined in Exhibit A-1 and Exhibit A-2) of Buyer or Sellers, as applicable or otherwise in accordance with a final non-appealable decision, order, judgment or decree of a court of competent jurisdiction as to which the period of time for appealing such final decision, order, judgment or decree has expired without an appeal having been timely made, or, if an appeal is timely made, as to which such appeal has been disposed of and there is no recourse to further appeals.

The Escrow Agent shall have only those duties as are specifically and expressly provided herein, which shall be deemed purely ministerial in nature, and no other duties, including but not limited to any fiduciary duties, shall be implied. Except as may be specifically provided in this Agreement, the Escrow Agent shall not be responsible for or under, or chargeable with knowledge of, nor have any requirement to comply with, the terms and conditions of any other agreement, instrument or document executed between/among Buyer and Sellers, including without limitation the Purchase Agreement and any other agreement entered into in connection with the Transaction, nor shall the Escrow Agent be required to determine if any Party has complied with any other agreement. Notwithstanding the terms of any other agreement between or among Title Company, Buyer, Sellers or any other third party, the terms and conditions of this Agreement only shall control the actions of the Escrow Agent. The Escrow Agent may conclusively rely upon instructions delivered to it by the Authorized Representatives of Buyer and Sellers without being required to determine the authenticity or validity thereof or the correctness of any fact stated therein, the propriety or validity of the service thereof, or the jurisdiction of the court issuing any judgment or order delivered in accordance with the Notice section of this Agreement believed by it to be genuine and, as applicable, to have been signed by an Authorized Representative of Buyer

and Sellers, without inquiry and without requiring substantiating evidence of any kind, and the Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document, notice, instruction or request. The Escrow Agent shall not be liable for any action taken, suffered or omitted to be taken by it in good faith except to the extent that a court of competent jurisdiction determines by final court order that Escrow Agent's fraud and/or gross negligence or willful misconduct was the primary cause of any loss to Buyer or Sellers. The Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through any of its affiliates or agents. The Escrow Agent shall have no duty to solicit any payments that may be due to it or to the Closing Escrow. Escrow Agent shall not be obligated to take any legal action or commence any proceeding in connection with the Closing Escrow Items, this Agreement or the Purchase Agreement, or to appear in, prosecute or defend any such legal action or proceeding. The Escrow Agent may consult with legal counsel of its selection in the event of any dispute or question as to the meaning or construction of any of the provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected in acting in accordance with the opinion and instructions of such counsel, except to the extent that such loss results from the Escrow Agent's fraud, gross negligence or willful misconduct finally determined by a court of competent jurisdiction. This Agreement sets forth all of the obligations of the Escrow Agent, and no additional obligations shall be implied from the terms of this Agreement or any other agreement, instrument or document. The Escrow Agent shall be under no duty to give the property held by it hereunder any greater degree of care than it gives its own similar property.

The Escrow Agent may resign and be discharged from the performance of its duties hereunder at any time by giving thirty (30) days prior written notice to Buyer and Sellers specifying a date when such resignation shall take effect. Upon any such notice of resignation, the Authorized Representatives shall appoint a successor Escrow Agent hereunder prior to the effective date of such resignation. The retiring Escrow Agent shall transmit all records pertaining to the Closing Escrow Items and shall deliver all Closing Escrow Items to the successor Escrow Agent, after making copies of such records as the retiring Escrow Agent deems advisable and after deduction and payment to the retiring Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by the retiring Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder. After any retiring Escrow Agent's resignation, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Escrow Agent under this Agreement. Any corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation or association to which all or substantially all of the escrow business of the Escrow Agent's corporate trust line of business may be transferred, shall be the Escrow Agent under this Agreement without further act.

5. Compensation.

a. Buyer shall compensate Escrow Agent for its services hereunder in accordance with Escrow Agent's standard fee and expense schedule. The obligations of Buyer under this Section 5(a) shall survive any termination of this Agreement and the resignation or removal of Escrow Agent.

b. Buyer shall promptly pay any and all amounts due to the Escrow Agent under this Agreement upon receipt of an invoice from the Escrow Agent. For the avoidance of doubt, Buyer shall bear sole responsibility for all fees, costs and expenses

payable to the Escrow Agent pursuant to this Agreement, consistent with the terms of the Purchase Agreement. Sellers shall have no obligation to pay any fees, costs or expenses of the Escrow Agent.

6. Reserved.

7. Indemnification and Reimbursement. From and at all times after the date of this Agreement, Buyer and Sellers, each severally and not jointly (and, as among Sellers, on a joint and several basis), shall, to the fullest extent permitted by law indemnify and hold harmless Escrow Agent and each director, officer, employee, attorney, agent and affiliate of Escrow Agent (collectively, the "Indemnitees") against any and all actions, claims (whether or not valid), losses, damages, liabilities, costs and expenses of any kind or nature whatsoever (including without limitation reasonable attorneys' fees, costs and expenses) incurred by or asserted against any of the Indemnitees from and after the date hereof, whether direct, indirect or consequential, as a result of or arising from or in any way relating to any claim, demand, suit, action or proceeding (including any inquiry or investigation) by any person, whether threatened or initiated, asserting a claim for any legal or equitable remedy against any person under any statute or regulation, including, but not limited to, any federal or state securities laws, or under any common law or equitable cause or otherwise, arising from or in connection with the negotiation, preparation, execution, performance or failure of performance of this Agreement or any transactions contemplated herein, whether or not any such Indemnitee is a party to any such action, proceeding, suit or the target of any such inquiry or investigation; provided, however, that no Indemnitee shall have the right to be indemnified hereunder for any liability finally determined by a court of competent jurisdiction to have resulted solely from the gross negligence or willful misconduct of such Indemnitee; and provided further, that (i) Buyer's indemnification obligation shall apply to losses arising from or relating to Buyer's acts or omissions in connection with this Agreement or the Transaction, (ii) Sellers' indemnification obligation shall apply only to losses arising from or relating to any of the Sellers' acts or omissions in connection with this Agreement or the Transaction, and (iii) in no event shall any Seller be liable for any indemnification obligation of Buyer. Each of the Indemnitees shall, in its sole discretion, have the right to select and employ separate counsel with respect to any action or claim brought or asserted against it, and the reasonable fees of such counsel shall be paid upon demand by Buyer (as between Buyer and Sellers, in accordance with the allocation set forth in this Section 7). If Escrow Agent is requested or required to appear as a witness in any action that is brought by, on behalf of, or against Buyer and Sellers or that otherwise relates to this Agreement or the Transaction, Buyer and Sellers, each severally and not jointly (and, as among Sellers, on a joint and several basis) agrees to (i) compensate Escrow Agent for its associated time charges at its regular rates in effect at the time and (ii) reimburse Escrow Agent for all documented, actual out-of-pocket expenses incurred by Escrow Agent in connection with such appearance or preparing to appear as a witness, including without limitation, the fees and disbursements of legal counsel of Escrow Agent's choosing, in each case in accordance with the several allocation set forth in this Section 7. In addition, Escrow Agent will be compensated and reimbursed for any time and expense (including without limitation, fees and expenses of legal counsel of Escrow Agent's choosing) that Escrow Agent may incur in considering or responding to discovery requests or other formal information requests for documents or information made in connection with any action in connection with this Agreement or the Transaction. The obligations of Buyer and Sellers under this Section 7 shall survive any termination of this Agreement and the resignation or removal of the Escrow Agent. Notwithstanding anything to the contrary in this

Agreement, the Escrow Agent shall not exercise any right of setoff, lien, deduction or self-help against the Closing Escrow or the Closing Escrow Items held therein to satisfy any compensation, reimbursement of expenses, indemnification or other amount owed to it under this Agreement, including pursuant to this Section 7, without either (i) a joint written instruction signed by duly authorized representatives of each of Buyer and Sellers expressly directing such payment, or (ii) a final, non-appealable order of a court of competent jurisdiction expressly authorizing such payment.

8. Limitations on Liability. Escrow Agent shall not be liable for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines by final court order that Escrow Agent's fraud and/or gross negligence or willful misconduct was the primary cause of any loss to Buyer or Sellers. ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT SHALL THE ESCROW AGENT, BUYER OR SELLERS BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH LOSS OR DAMAGE AND REGARDLESS OF THE FORM OF ACTION.

If, at any time, (i) there shall exist any dispute between Buyer and Sellers or the Authorized Representatives with respect to the holding or disposition of all or any portion of the Closing Escrow Items or any other obligations of Escrow Agent hereunder, (ii) Escrow Agent is unable to determine, to Escrow Agent's sole satisfaction, the proper disposition of all or any portion of the Closing Escrow Items or Escrow Agent's proper actions with respect to its obligations hereunder, or (iii) the Authorized Representatives have not within 30 calendar days of the furnishing by Escrow Agent of a notice of resignation pursuant to Section 4 hereof, appointed a successor Escrow Agent to act hereunder, then Escrow Agent may, in its sole discretion, take either or both of the following actions:

a. suspend the performance of any of its obligations (including without limitation any disbursement obligations) under this Agreement until such dispute or uncertainty shall be resolved to the sole satisfaction of the Escrow Agent or until a successor Escrow Agent shall have been appointed (as the case may be); and/or

b. petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction in any venue convenient to the Escrow Agent, for instructions with respect to such dispute or uncertainty, and to the extent required or permitted by law, pay into or deliver to such court, for holding and disposition in accordance with the instructions of such court, all Closing Escrow Items, after deduction and payment to the Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by the Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder.

The Escrow Agent shall have no liability to Buyer, Sellers, their respective shareholders or members or any other person with respect to any such suspension of performance or delivery into court, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of any delay in the release of the Closing

Escrow Items or any delay in or with respect to any other action required or requested of the Escrow Agent.

9. Confidentiality. The Parties agree to keep confidential all non-public records, systems, procedures, software and other information received from the other Party and identified as confidential in connection with the services provided hereunder; provided, however, that if any such information was publicly available, already in the Party's possession or known to it, independently developed, lawfully obtained from a third party or required to be disclosed by law, then a Party shall bear no responsibility for publicly disclosing such information.

If any Party reasonably believes that it is required to disclose any confidential information pursuant to an order from a governmental authority, such Party shall, to the extent permitted by applicable law and practicable without subjecting the party to liability or penalties, provide written notice to the other Parties promptly after receiving such order, to allow the other Parties sufficient time to seek any remedy available under applicable law to prevent disclosure of the information.

10. Notices. All communications hereunder shall be in writing or set forth in a written PDF (or similar electronic or photostatic method) attached to an email, and all instructions from Buyer and Sellers to the Escrow Agent shall be executed by signature by the Authorized Representatives identified on Exhibit A-1 and Exhibit A-2, as applicable, or by counsel for Buyer or Seller, as applicable, and shall be deemed to be delivered in accordance with the terms of this Agreement (a) no later than the first Business Day following the day of delivery by email provided no delivery failure notice is received, if delivered by email, or (b) when actually received, if delivered by hand, by certified mail return receipt requested, or by courier or express delivery service (with receipt showing signature) to the appropriate email address or notice address set forth for each party hereto as follows:

If to Buyer:

Conscious Senior Living Management, LLC
5920 St. Clair Highway
China Township, MI 48054
Attn: David Fulkerson; Mark Kincer;
Email: david@graceseniorliving.com; markkincer@gmail.com

with a copy (which shall not constitute notice) to:

The Xenos Law Firm, PLC
41100 Woodward Avenue, Suite 200
Bloomfield Hills, MI 48304
Attn: Elias T. Xenos
Email: etx@XenosLawFirm.com

If to Sellers:

Inspired Healthcare Capital
7033 East Greenway Parkway, Suite 250
Scottsdale, AZ 85254

and

Ankura Consulting Group, LLC
485 Lexington Ave., 10th Floor
New York, NY 10017
Attn: M. Benjamin Jones
Email: Ben.Jones@ankura.com

and

Trinity River Advisors
8080 N. Central Expy, Suite 1729
Dallas, TX 75206
Attn: Mark Andrews
Email: mark@trinityriveradvisors.com

With a copy to:

Dechert LLP
2651 N Harwood Street
Dallas, TX 75201
Attn: Marcus Helt; Jack Haake
Email: marcus.helt@dechert.com; jack.haake@dechert.com

and

DLA Piper LLP (US)
1900 N. Pearl St., Suite 2200
Dallas, TX 75201
Email: James.muenker@us.dlapiper.com

If to the Escrow Agent:

Chicago Title Insurance Company
701 Fifth Avenue, Suite 2700
Seattle, WA 98104
Attn: Bandhanjit Singh
Tel: (206) 628-2837
Email: bandhanjit.singh@ctt.com

Any Party may provide notice per this Section 10 of any change in address or Authorized Representative as appropriate.

11. Compliance with Court Orders. In the event that any of the Closing Escrow Items shall be attached, garnished, levied upon or otherwise subject to any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all such court orders so entered or issued,

whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such court order, it shall not be liable to Buyer, Sellers or any other person or entity by reason of such compliance notwithstanding such order being subsequently reversed, modified, annulled, set aside or vacated.

12. Termination. This Agreement and the duties of the Escrow Agent hereunder shall automatically terminate (a) when all Closing Escrow Items have been released or returned to the applicable Parties and the instructions of Buyer and Sellers with respect thereto complied with, (b) upon delivery to the Escrow Agent of a written notice of termination executed jointly by an Authorized Representative of Buyer and Sellers in accordance with Section 10, or (c) upon the mutual written agreement of the Parties.

13. Representations and Warranties of Buyer. Buyer makes the following representations and warranties to the Escrow Agent:

a. Buyer is duly organized, validly existing, and in good standing under the laws of the state of its incorporation or organization, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

b. This Agreement has been duly approved by all necessary action, including any necessary shareholder, membership, or court approval, has been executed by its duly authorized officers, and constitutes its valid and binding agreement enforceable in accordance with its terms.

c. The execution, delivery, and performance of this Agreement will not violate, conflict with, or cause a default under its articles of incorporation, articles of organization, bylaws, management agreement or other organizational document, as applicable, any applicable law or regulation, any court order or administrative ruling or decree to which it is a party or any of its property is subject.

d. The applicable persons designated on Exhibit A-1 hereto have been duly appointed to act as representatives of Buyer, respectively, hereunder and have full power and authority to execute and deliver any instructions under this Agreement, to amend, modify or waive any provision of this Agreement on behalf of Buyer and to take any and all other actions as the Authorized Representatives under this Agreement, all without further consent or direction from it.

14. Representations and Warranties of each Seller.

Each Seller makes the following representations and warranties to the Escrow Agent:

a. Seller is duly organized, validly existing, and in good standing under the laws of the state of its incorporation or organization, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

b. This Agreement has been duly approved by all necessary action, including any necessary shareholder, membership, or court approval, has been executed by its duly authorized officers, and constitutes its valid and binding agreement enforceable in accordance with its terms.

c. The execution, delivery, and performance of this Agreement will not violate, conflict with, or cause a default under its articles of incorporation, articles of organization, bylaws, management agreement or other organizational document, as applicable, any applicable law or regulation, any court order or administrative ruling or decree to which it is a party or any of its property is subject.

d. The applicable persons designated on Exhibit A-2 hereto have been duly appointed to act as representatives of Sellers, respectively, hereunder and have full power and authority to execute and deliver any instructions under this Agreement, to amend, modify or waive any provision of this Agreement on behalf of Sellers and to take any and all other actions as the Authorized Representatives under this Agreement, all without further consent or direction from it.

15. Miscellaneous.

a. The provisions of this Agreement may be waived, altered, amended or supplemented only by a writing signed by the Escrow Agent and an Authorized Representative of each of Buyer and Sellers. No waiver of any provision of this Agreement will be valid unless the waiver is in writing and signed by the waiving parties. The failure of a party at any time to require performance of any provision of this Agreement will not affect such party's rights at a later time to enforce such provision. No waiver by any Party of any breach of this Agreement will be deemed to extend to any other breach hereunder or affect in any way any rights arising by virtue of any other breach.

b. Except as otherwise provided herein, neither this Agreement nor any right or interest hereunder may be assigned by any Party without the prior consent of the Parties. To comply with federal law, including the USA PATRIOT Act (as defined below), assignees shall provide to the Escrow Agent or the financial institution(s) in which the Deposit Account is held, as appropriate, the appropriate Form W-9 or W-8, as applicable, and such other forms and documentation that the Escrow Agent or financial institution may request for purposes of identification and authorization to act.

c. This Agreement shall be governed by and construed under the laws of the State of New York, without giving effect to any choice-of-law or conflict-of-law rules that would cause the application of the laws of any other jurisdiction; provided that, to the extent the Bankruptcy Code applies, it shall govern to the extent of any conflict with New York law. Each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division (the "Bankruptcy Court") for the purposes of any suit, action or other proceeding arising out of this Agreement or the subject matter hereof. In the event that the Bankruptcy Court declines to exercise or does not have jurisdiction, or upon the closing or dismissal of the Bankruptcy Cases, each of the Parties hereby irrevocably submits to the general exclusive jurisdiction of the federal courts sitting in the Southern District of New York in the State of New York, or if such federal courts do not have jurisdiction, then to the Commercial Division of the state courts residing in the County of New York in the State of New York (or

if the Commercial Division does not have jurisdiction, then to other state courts residing in the County of New York in the State of New York), and appellate courts of any of the foregoing.

d. To the extent that in any jurisdiction the Parties may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, the Parties shall not claim, and hereby irrevocably waive, such immunity.

e. None of the parties hereto shall be liable to any other party for losses due to, or if it is unable to perform its obligations under the terms of this Agreement because of, acts of God, fire, war, terrorism, floods, strikes, electrical outages, equipment or transmission failure, the unavailability of the Federal Reserve Bank wire services or any electronic communication facility, or other causes reasonably beyond its control.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument or instruction, as applicable. All signatures of the Parties to this Agreement may be transmitted by email PDF (or other electronic or photostatic method), and such email PDF (or other electronic or photostatic copy) will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces, and will be binding upon such party.

g. If any provision of this Agreement is determined to be prohibited or unenforceable by reason of any applicable law of a jurisdiction, then such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

h. Nothing in this Agreement, whether express or implied, shall be construed to give to any person other than the Parties and their respective successors and permitted assigns any legal or equitable right, remedy, interest or claim under or in respect of the Closing Escrow or this Agreement.

i. Waiver of Jury Trial. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OR RELATED TO THIS AGREEMENT IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE RESPECTING ANY MATTER ARISING UNDER THIS AGREEMENT.

j. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both oral and written, among the Parties with respect to the subject matter hereof.

k. The Escrow Agent hereby represents and warrants to each of the other Parties hereto that (a) it has all requisite corporate or other comparable power and authority to execute and deliver this Agreement and to consummate the transactions

contemplated hereby, (b) this Agreement has been duly and validly executed and delivered by such party and (c) (assuming the due authorization, execution and delivery by the other parties hereto) this Agreement constitutes the legal, valid and binding obligations of the Escrow Agent, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

l. Patriot Act Disclosure. Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "USA PATRIOT Act") requires the financial institution used by the Escrow Agent to implement reasonable procedures to verify the identity of any person that opens a new account with it. Accordingly, Buyer and each Seller acknowledge that under Section 326 of the USA PATRIOT Act, the financial institution in which the Closing Escrow will be maintained requires the financial institution to follow reasonable procedures to verify the identity including without limitation name, address and organizational documents ("Identifying Information"). Buyer and each Seller agree to provide the financial institution and/or Escrow Agent with, and consent to the Escrow Agent obtaining from third parties, any such Identifying Information required as a condition of opening an account with or using any service provided by the Escrow Agent. The Escrow Agent or financial institutions may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. The Escrow Agent will deliver all of the foregoing documents and materials that it collects to the financial institution who shall be responsible for verifying the identity of the parties or persons providing such documents and materials, and the Escrow Agent shall have no liability with respect thereto.

m. Escrow Agent shall not buy, sell, or deal in any of the securities of the Buyer or Sellers. Notwithstanding the foregoing, any stockholder, director, officer, or employee of Escrow Agent may buy, sell, and deal in any of the securities of the Buyer or Sellers and become pecuniarily interested in any transaction in which the Buyer or Sellers may be interested, and contract and lend money to the Buyer or Sellers and otherwise act as fully and freely as though Escrow Agent were not acting under this Agreement, in each case subject to Escrow Agent's internal policies then in effect. Nothing herein shall preclude Escrow Agent from acting in any other capacity for the Buyer or Sellers or for any other entity, subject to Escrow Agent's internal policies then in effect.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

CONSCIOUS SENIOR LIVING MANAGEMENT, LLC

By: _____
Name:
Title:

INSPIRED SENIOR LIVING OF CHESTERFIELD DST, a Delaware statutory trust

By: INSPIRED SENIOR LIVING OF CHESTERFIELD ST, LLC, a Delaware limited liability company
Its: Signatory Trustee

By: TRINITY RIVER ADVISORS, LLC
Its: Independent Manager

By: _____
Name:
Title:

INSPIRED SENIOR LIVING OF LAKE ORION DST, a Delaware statutory trust

By: INSPIRED SENIOR LIVING OF LAKE ORION ST, LLC, a Delaware limited liability company
Its: Signatory Trustee

By: TRINITY RIVER ADVISORS, LLC
Its: Independent Manager

By: _____
Name:
Title:

INSPIRED SENIOR LIVING OF CHESTERFIELD MT, LLC, a Delaware limited liability company

By: _____
Name:
Title:

INSPIRED SENIOR LIVING OF LAKE ORION MT, LLC, a Delaware limited liability company

By: _____
Name:
Title:

CHICAGO TITLE INSURANCE COMPANY, in its capacity as Escrow Agent

By:_____
Name:
Title:

Schedule 1
Sellers

1. **DST Seller:**
   a. Inspired Senior Living of Chesterfield DST
   b. Inspired Senior Living of Lake Orion DST

2. **Master Tenant Seller**
   a. Inspired Senior Living of Chesterfield MT, LLC
   b. Inspired Senior Living of Lake Orion MT, LLC

Exhibit A-1

Certificate as to Buyer Authorized Signatures

The individuals who have been designated as "Authorized Representatives" of Buyer and are authorized to initiate and approve transactions of all types established under this Agreement on behalf of Buyer, including execution of Release Instructions, are identified below.

Name / Title /Telephone # / Email

Name: _____
Title: _____
Telephone (O): _____
Telephone (M): _____
E-Mail: _____
Signature:

Name: _____
Title: _____
Telephone (O): _____
Telephone (M): _____
E-Mail: _____
Signature:

Name: _____
Title: _____
Telephone (O): _____
Telephone (M): _____
E-Mail: _____
Signature:

Exhibit A-2

Certificate as to Sellers Authorized Signatures

The individuals who have been designated as "Authorized Representatives" of Sellers and are authorized to initiate and approve transactions of all types established under this Agreement on behalf of Sellers, including execution of Release Instructions, are identified below.

Name / Title /Telephone # / Email

Name: _____
Title: _____
Telephone (O):_____
Telephone (M): _____
E-Mail: _____
Signature: _____

Name: _____
Title: _____
Telephone (O):_____
Telephone (M): _____
E-Mail: _____
Signature: _____

Name: _____
Title: _____
Telephone (O):_____
Telephone (M):_____
E-Mail: _____
Signature:

DISCLOSURE SCHEDULES

TO

ASSET PURCHASE AGREEMENT

BY AND AMONG

CONSCIOUS SENIOR LIVING MANAGEMENT, LLC

AND

THE SELLERS LISTED ON SCHEDULE 1 THERETO

Dated August 20, 2026

This document comprises the disclosure schedules (the "Schedules") referred to in that certain Asset Purchase Agreement (the "Agreement"), dated as of August 20, 2026 by and among Conscious Senior Living Management, LLC, a Michigan limited liability company ("Buyer"), the Persons listed under the heading "DST Sellers" on Schedule 1 to the Agreement (collectively, the "DST Sellers" and each a "DST Seller"), and the Persons listed under the heading "Master Tenant Sellers" on Schedule 1 to the Agreement (collectively, the "Master Tenant Sellers" and each a "Master Tenant Seller"; the DST Sellers and Master Tenant Sellers are collectively referred to herein as the "Sellers"). Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Agreement. Any documents attached to these Schedules are incorporated in these Schedules in their entirety.

The section numbers in these Schedules correspond to the section numbers in the Agreement; provided, however, that any matter that is disclosed in a particular Schedule to the Agreement shall be deemed to have been included in the other Schedules and/or to qualify other representations and warranties set forth in the Agreement, notwithstanding the omission of a cross-reference thereto or the omission of a reference to any Schedule within any section of the Agreement, so long as the relevance of such matter to such other Schedules or representations and warranties is reasonably apparent. Disclosure of any fact or item in any Schedule shall not necessarily mean that such fact or item is material to the Sellers or the Business individually or taken as a whole. The information contained in the Schedules is disclosed solely for purposes of the Agreement, and no information disclosed herein shall be deemed to be an admission by any party to the Agreement to any third party of any matter whatsoever, including any violation of Legal Requirement or breach of any agreement or obligation.

These Schedules are qualified in their entirety by reference to specific provisions of the Agreement and are not intended to constitute, and shall not be construed as constituting, representations or warranties of the Sellers except as and to the extent provided in the Agreement.

Matters reflected in these Schedules are not necessarily limited to matters required by the Agreement to be set forth on these Schedules, and any such additional matters are for informational purposes only and do not necessarily include other matters of a similar nature. The inclusion of such matters shall not be deemed an admission that such matters were required to be reflected in these Schedules.

Headings have been inserted for each section of these Schedules for convenience of reference only and shall not have the effect of amending or changing the express description of such section as set forth in the Agreement. Cross-references to these Schedules are provided for the convenience of Buyer and shall not be deemed to modify or otherwise affect the meaning of the foregoing. The information contained in these Schedules is in all events confidential.

SCHEDULES

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Schedule 1.1

Permitted Liens

Community	Applicable Sellers	Permitted Liens
Mariella of Lake Orion	**DST Seller**: Inspired Senior Living of Lake Orion DST **Master Tenant Seller**: Inspired Senior Living of Lake Orion MT, LLC	*See* Annex 1.1 to these Schedules, which is incorporated herein by this reference.
Salterra at Chesterfield	**DST Seller**: Inspired Senior Living of Chesterfield DST **Master Tenant Seller**: Inspired Senior Living of Chesterfield MT, LLC	*See* Annex 1.1 to these Schedules, which is incorporated herein by this reference.

Schedule 2.1(a)(viii)

Real Property Assets

Community	Applicable DST Seller	Real Property Assets
Mariella of Lake Orion	**DST Seller**: Inspired Senior Living of Lake Orion DST	None.
Salterra at Chesterfield	**DST Seller**: Inspired Senior Living of Chesterfield DST	None.

Schedule 2.1(b)(vii)

Operating Assets

Community	Applicable Master Tenant Seller and DST Seller	Operating Assets
Mariella of Lake Orion	**DST Seller**: Inspired Senior Living of Lake Orion DST **Master Tenant Seller**: Inspired Senior Living of Lake Orion MT, LLC	All security deposits and prepaid rents held under or pursuant to all Resident Agreements.
Salterra at Chesterfield	**DST Seller**: Inspired Senior Living of Chesterfield DST **Master Tenant Seller**: Inspired Senior Living of Chesterfield MT, LLC	All security deposits and prepaid rents held under or pursuant to all Resident Agreements.

Schedule 2.2(l)

Excluded Assets

Community	Applicable Sellers	Excluded Assets
Mariella of Lake Orion	**DST Seller**: Inspired Senior Living of Lake Orion DST **Master Tenant Seller**: Inspired Senior Living of Lake Orion MT, LLC	• SAAS Subscription Agreement, dated January 29, 2022, between Yardi Systems, Inc. and Inspired Healthcare Capital • Pharmacy Services Agreement, dated March 16, 2023, between Pharmacy Corporation of America d/b/a PharMerica and Volante Senior Living, LLC • Master Services Agreement, dated January 30, 2023, between Certiphi Screening, Inc. and Volante Senior Living LLC • Master Service and License Agreement, dated March 22, 2023, between Vendor Credentialing LLC d/b/a symplr and Volante Senior Living LLC • Schedule 5.4 is incorporated by this reference.
Salterra at Chesterfield	**DST Seller**: Inspired Senior Living of Chesterfield DST **Master Tenant Seller**: Inspired Senior Living of Chesterfield MT, LLC	• SAAS Subscription Agreement, dated January 29, 2022, between Yardi Systems, Inc. and Inspired Healthcare Capital • Pharmacy Services Agreement, dated March 16, 2023, between Pharmacy Corporation of America d/b/a PharMerica and Volante Senior Living, LLC • Master Services Agreement, dated January 30, 2023, between Certiphi Screening, Inc. and Volante Senior Living LLC • Master Service and License Agreement, dated March 22, 2023, between Vendor Credentialing LLC d/b/a symplr and Volante Senior Living LLC • Schedule 5.4 is incorporated by this reference.

Schedule 2.5(a)(i)

Assumed Contracts

See Annex 2.5(a) to these Schedules, which is incorporated herein by this reference.

Schedule 5.4

No Violation; Consents and Approvals

Community	Applicable Sellers	No Violation; Consents and Approvals
Mariella of Lake Orion	**DST Seller**: Inspired Senior Living of Lake Orion DST **Master Tenant Seller**: Inspired Senior Living of Lake Orion MT, LLC	1. Schedule 7.11(a) is incorporated herein by this reference. 2. The following Permits held by Sellers may not be transferable: a. Michigan Department of Agriculture & Rural Development Food Service Establishment License b. Michigan Department of Licensing and Regulatory Affairs License for Home for the Aged c. Centers for Medicare and Medicaid Services CLIA Certificate of Waiver
Salterra at Chesterfield	**DST Seller**: Inspired Senior Living of Chesterfield DST **Master Tenant Seller**: Inspired Senior Living of Chesterfield MT, LLC	1. Schedule 7.11(a) is incorporated herein by this reference. 2. The following Permits held by Sellers may not be transferable: a. Michigan Department of Licensing and Regulatory Affairs License for Home for the Aged b. Centers for Medicare and Medicaid Services CLIA Certificate of Waiver

Schedule 5.6
Affiliate Transactions

Community	Applicable Sellers	Affiliate Transactions
Mariella of Lake Orion	**DST Seller**: Inspired Senior Living of Lake Orion DST **Master Tenant Seller**: Inspired Senior Living of Lake Orion MT, LLC	• Master Lease, effective August 10, 2022, between Inspired Senior Living of Lake Orion DST and Inspired Senior Living of Lake Orion MT, LLC. • Management Agreement, effective August 10, 2022, between Inspired Senior Living of Lake Orion MT, LLC and Senior Housing Management Group, LLC.
Salterra at Chesterfield	**DST Seller**: Inspired Senior Living of Chesterfield DST **Master Tenant Seller**: Inspired Senior Living of Chesterfield MT, LLC	• Master Lease, effective August 10, 2022, between Inspired Senior Living of Chesterfield DST and Inspired Senior Living of Chesterfield MT, LLC. • Management Agreement, effective August 10, 2022, between Inspired Senior Living of Chesterfield MT, LLC and Senior Housing Management Group, LLC.

Schedule 7.3

Interim Operations

Community	Applicable Sellers	Permitted Actions
Mariella of Lake Orion	**DST Seller**: Inspired Senior Living of Lake Orion DST **Master Tenant Seller**: Inspired Senior Living of Lake Orion MT, LLC	None.
Salterra at Chesterfield	**DST Seller**: Inspired Senior Living of Chesterfield DST **Master Tenant Seller**: Inspired Senior Living of Chesterfield MT, LLC	None.

Schedule 7.9

Consents

Community	Applicable Sellers	Required Consents
Mariella of Lake Orion	**DST Seller**: Inspired Senior Living of Lake Orion DST **Master Tenant Seller**: Inspired Senior Living of Lake Orion MT, LLC	• Schedule 7.11(a) (State Healthcare Regulatory Filings) is incorporated herein by this reference. • The Bankruptcy Court shall have entered the Sale Order.
Salterra at Chesterfield	**DST Seller**: Inspired Senior Living of Chesterfield DST **Master Tenant Seller**: Inspired Senior Living of Chesterfield MT, LLC	• Schedule 7.11(a) (State Healthcare Regulatory Filings) is incorporated herein by this reference. • The Bankruptcy Court shall have entered the Sale Order.

Schedule 7.11(a)

State Healthcare Regulatory Filings

Community	Applicable Sellers	State Healthcare Regulatory Filings
Mariella of Lake Orion	**DST Seller**: Inspired Senior Living of Lake Orion DST **Master Tenant Seller**: Inspired Senior Living of Lake Orion MT, LLC	• **Current License**: Home for the Aged License (Licensed capacity: 71) • **Issuing Authority**: Department of Licensing and Regulatory Affairs • **Filing Type**: New license application
Salterra at Chesterfield	**DST Seller**: Inspired Senior Living of Chesterfield DST **Master Tenant Seller**: Inspired Senior Living of Chesterfield MT, LLC	• **Current License**: Home for the Aged License (Licensed capacity: 62) • **Issuing Authority**: Department of Licensing and Regulatory Affairs • **Filing Type**: New license application

Schedule 7.11(b)

Bridging Agreement Terms

[See attached.]

STRICTLY CONFIDENTIAL

SUMMARY OF PRINCIPAL TERMS OF INTERIM [LEASE/SUBLEASE] AGREEMENT

This term sheet (the "**Term Sheet**") summarizes the proposed arrangements to be set forth in an interim [lease/sublease] agreement (the "**Lease**") between SYMPO 2026, LLC ("**Buyer**") or one of its designees ("**Lessor**") and [LESSEE] ("**Lessee**") for the lease of the real property on which [FACILITY] ("**Facility**") is located in connection with the transactions contemplated by the Asset Purchase Agreement, dated as of July 13, 2026, among SYMPO 2026, LLC and Inspired Senior Living of Chesterfield DST, Inspired Senior Living of Lake Orion DST, Inspired Senior Living of Chesterfield MT, LLC and Inspired Senior Living of Lake Orion MT, LLC. Buyer and Lessee are each referred to herein as a "**Party**" and collectively as the "**Parties**."

Operations Transfer Agreement	Concurrently with entry into the Lease, an affiliate of Lessor or a designee ("**Manager**") will enter into an interim management agreement (the "**IMA**") with Lessee for the operation of the Facility.
Property	"**Property**" includes, to the extent owned by Lessor, all furnishings, fixtures, equipment intangible property, and all other agreements and documents used in or about the Facility necessary for operation (other than items required to be maintained, if any, by Lessee in order for it to maintain Lessee's applicable governmental licenses and Medicaid provider numbers necessary for the operation of the Facility as an assisted living facility or personal care home ("**Required Licenses**")). Lessee receives a license to use all certificates of occupancy (to the extent assignable), all books and business records, all assignable guaranties and warranties, and all other assignable intangible property necessary or appropriate for Lessee to act as licensed operator.
Rent	$[●] per [calendar] month, prorated for any partial [calendar] months, to be paid in arrears at the beginning of each [calendar] month.
Facility Operations	Lessee has authority and responsibility, as described in the IMA, to take such actions as are necessary to operate the Facility as a senior housing facility and to maintain ongoing compliance with licensure requirements. All such costs are borne by Lessor to the extent not funded from Facility revenue. Lessee will engage Manager to perform all of Lessee's obligations. Lessor is expressly prohibited from exercising any control, authority, or discretion over Facility operations. Lessor shall in no way interfere with Lessee's operation of the Facility or Lessee's obligation to establish operational policies as described in the IMA . Under no circumstances will Lessor take any action that would require it to be a co-licensee.
Security	Lessor shall provide security in the form and amount sufficient to satisfy the licensing requirements of the governmental agencies such that the Facility continues to qualify for licensing. All licenses and permit fees, charges for public utilities, and all governmental charges which during the term may be assessed or imposed upon or in respect of the Facility shall be paid as a Facility expense (except to the extent arising from fraud, gross negligence, or willful misconduct of Lessee).
Maintenance and Repair Obligations	Lessee will be required to direct Manager to maintain and repair the Facility in accordance with licensure requirements and local codes, including cleaning, painting, plumbing, electrical, HVAC, appliances, carpentry, and grounds care, subject to Lessor's limitations to be mutually agreed— which limitations shall not interfere with Lessee's responsibilities to comply with all licensure requirement
Term	The term of the Lease (the "**Term**") runs from the date of the Lease (the "**Commencement Date**") and shall expire on the date that is 180 days following the Commencement Date (the "**Outside Date**"), unless earlier terminated pursuant to the terms of the Lease; provided, however, that the Term shall automatically terminate, as to any particular Facility, upon the earliest to occur of: (i) the Outside Date (as the same may be extended pursuant to the

Extension Option set forth below); (ii) the date on which Lessor receives the Required Licenses for that Facility; (iii) the termination of the IMA with respect to that Facility; or (iv) the date on which that Facility is otherwise no longer subject to this Lease.

Lessee shall have the right (the "**Extension Option**"), exercisable in Lessee's sole and absolute discretion, to extend the Term beyond [●], 2026 (the "Outside Date") for up to [●] additional period(s) of [●] months each (each, an "**Extension Period**"), by delivering written notice of such election to Lessor no later than [●] days prior to the then-current Outside Date (or the expiration of any then-current Extension Period, as applicable). Each Extension Period, if exercised, shall be on the same terms and conditions as the initial Term. The Extension Option is personal to Lessee and may not be exercised by, or assigned to, any other party without Lessee's prior written consent. For the avoidance of doubt, Manager shall have no right, power, or authority, under any circumstances, to unilaterally extend, renew, or continue the Term or any Extension Period beyond the then-current Outside Date, and any purported exercise of such right by Manager and/or Lessor shall be void and of no force or effect.

Termination The Lease will be terminable by a Party prior to the expiration of the Term upon the occurrence of an event of default with respect to the other Party. Events of default to be mutually agreed and will include, without limitation, a breach of the Lease subject to a notice and cure right.

Indemnification Lessor indemnifies, defends, and holds harmless Lessee and its members, partners, shareholders, officers, directors, and employees from all third-party claims, losses, liabilities, damages, suits, expenses, and costs (including reasonable attorneys' fees) ("**Claims**") arising from: (i) the operation of the Facility or the Property; (ii) any leases, contracts, or resident agreements; (iii) the IMA (expressly including all indemnification obligations of Lessee in favor of Manager under the IMA); and (iv) performance of Lessee's obligations under the Lease — except where arising from Lessee's fraud, gross negligence, or willful misconduct.

Indemnity recovery is reduced dollar-for-dollar by applicable insurance proceeds actually collected.

Non-Binding This Term Sheet is intended to serve only as an expression of the parties' intent and not as a binding or enforceable obligation to consummate the contemplated transactions; any such obligation will be created only by definitive agreements, the provisions of which will supersede this and all other understandings between the Parties. The Parties acknowledge that the definitive documents may contain other terms or conditions not specified herein.

STRICTLY CONFIDENTIAL

SUMMARY OF PRINCIPAL TERMS OF INTERIM MANAGEMENT AGREEMENT

This term sheet (the "**Term Sheet**") summarizes the proposed arrangements to be set forth in an interim management agreement (the "**IMA**") between SYMPO 2026, LLC ("**Buyer**") or one of its designees ("**Manager**") and [LESSEE] ("**Lessee**") for the operation of [FACILITY] ("**Facility**") in connection with the transactions contemplated by the Asset Purchase Agreement, dated as of July 13, 2026, among SYMPO 2026, LLC and Inspired Senior Living of Chesterfield DST, Inspired Senior Living of Lake Orion DST, Inspired Senior Living of Chesterfield MT, LLC and Inspired Senior Living of Lake Orion MT, LLC. Manager and Lessee are each referred to herein as a "**Party**" and collectively as the "**Parties**."

Lease of Facility	Concurrently with entry into the IMA, an affiliate of Buyer ("**Lessor**") will enter into an interim lease/sublease of the real property on which the Facility is located.
Scope of Services	Manager is appointed as the sole and exclusive manager for daily operation and management of the Facility and agrees to manage the Facility during the Term (as defined below). In the performance of its duties and obligations hereunder, Manager will manage the Facility as a seniors housing facility in a professional manner in accordance with the terms of the IMA. Manager will perform such duties as are customarily performed for senior housing facilities similar to the Facility, and with the same diligence and skill as other facilities operated or managed by Manager and its affiliates or otherwise as reasonably requested by Lessee. Without limitation of the foregoing, Manager will be required to obtain and maintain customary insurance policies for the Facility, which policies will waive subrogation rights against Lessee. Lessee will use good faith efforts to maintain all Required License during the Term in accordance with applicable legal requirements.
Management Fee and Expenses	In consideration of the services, Manager will be entitled to a management fee equal to total revenue (to be defined in a customary manner to include all gross revenue from Facility operations), less operating expenses as described in the IMA, payable monthly in arrears through expiration or earlier termination of the IMA.
Billing Functions	Each Party shall use commercially reasonable efforts to cooperate with the other to facilitate the orderly transition of billing and collection functions, including making knowledgeable personnel available, executing such instruments as may be reasonably required, and providing access to relevant systems and records during the Term. Lessee shall retain its Medicaid provider number and enrollment status during the Term for the sole purpose of billing and collection until as such time as Manager obtains a Medicaid provider number with such agency. Lessee shall deposit and maintain Medicaid payments received in accordance with applicable law.
Audit Right	Lessee shall have the right to audit, at any time and without limitation as to frequency, all billing submitted under its Medicaid provider numbers and all sweep instructions (including, without limitation, in connection with any regulatory inquiry, survey, investigation, enforcement action, or correspondence from any governmental or quasi-governmental agency). Manager shall cooperate fully with any such audit and shall make all relevant records available to Lessee within three (3) business days of request. In addition to the foregoing, Lessee may conduct routine periodic audits of Manager's billing practices, records, and sweep instructions at Lessee's election and upon reasonable advance written notice to Manager. Such routine audits shall be conducted at Manager's expense. The audit right set forth herein shall survive the expiration or earlier termination of the IMA for a period of three (3) years.
Term	The term of the IMA (the "**Term**") runs from the date of the IMA until the earlier of: (i) the

Final Commencement Date; (ii) 120 days from the date of the IMA; or (iii) earlier termination in accordance with the IMA's terms. The "**Final Commencement Date**" will occur as soon as practicable (and, in any event, within three business days, unless the Parties agree otherwise) following receipt of all government licenses and approvals necessary for the operation of the Facility as an assisted living facility or personal care home applicable to the Facility having been obtained by or issued to Lessor or one of its Affiliates.

Lessee shall have the right (the "**Extension Option**"), exercisable in Lessee's sole and absolute discretion, to extend the Term beyond [●], 2026 (the "**Outside Date**"), for up to [●] additional period(s) of [●] months each (each, an "**Extension Period**"), by delivering written notice of such election to Manager no later than [●] days prior to the then-current Outside Date (or the expiration of any then-current Extension Period, as applicable). Each Extension Period, if exercised, shall be on the same terms and conditions as the initial Term. The Extension Option is personal to Lessee and may not be exercised by, or assigned to, any other party without Lessee's prior written consent. For the avoidance of doubt, Manager shall have no right, power, or authority, under any circumstances, to unilaterally extend, renew, or continue the Term or any Extension Period beyond the then-current Outside Date, and any purported exercise of such right by Manager shall be void and of no force or effect.

Termination The IMA will be terminable for cause by Lessee prior to the expiration of the Term for (1) certain bankruptcy or insolvency events of Manager, (2) material breach of the IMA by Manager (subject to notice and cure periods), (3) suspension of healthcare permits required to operate the Facility, (4) upon a sale of the Facility by Lessor, and (5) other events to be mutually agreed.

The IMA will be terminable for cause by Manager prior to the expiration of the Term for Lessee's material breach of the IMA (subject to notice and cure periods).

Upon termination for cause, Manager will cooperate in transferring operational control to Lessee or successor, including transfer of computer data, operational licenses, rent rolls, accounting records, resident records, and working capital. Facility employees may become employees of Lessee or successor.

Lessee shall have an immediate termination right, without notice or cure period, upon any regulatory action, governmental proceeding, or agency communication that threatens or could reasonably be expected to threaten Lessee's existing Healthcare Permit or Medicaid enrollment status, regardless of whether formal suspension has occurred.

Indemnification Manager shall indemnify, defend, protect, and hold harmless Lessee and each of its direct and indirect parent companies, subsidiaries, affiliates, and related entities, and each of their respective current and former managers, members, partners, officers, directors, shareholders, employees, agents, attorneys, representatives, successors, and assigns (collectively, the "**Lessee Indemnitees**"), from and against any and all claims, demands, actions, suits, proceedings, judgments, losses, damages, liabilities, costs, fines, penalties, assessments, recoupments, offsets, and expenses of any kind or nature whatsoever, including reasonable attorneys' fees and all costs of investigation and defense, arising out of or relating to any fraud, misrepresentation, criminal activity, willful misconduct, or gross negligence of Manager or any of its principals, employees, agents, or subcontractors, any breach or alleged breach by Manager of the IMA or any related agreement, any act or omission of Manager's personnel in connection with the management or operation of any Facility, or any regulatory action, governmental investigation, or third-party claim arising from Manager's conduct during the Term. Manager's indemnification obligation shall apply regardless of whether any Lessee Indemnitee is alleged to be jointly or concurrently at fault, except only to the extent a final, non-appealable judgment determines that the applicable losses were caused solely by the gross negligence or willful misconduct of the specific Lessee Indemnitee seeking coverage. Manager's obligation shall be uncapped, non-offsetable, not reducible by

	insurance proceeds, and shall survive the expiration or earlier termination of the IMA indefinitely with respect to claims arising from events occurring during the Term. Additionally, Manager will periodically reimburse Lessee for its out-of-pocket expenses incurred in connection with the performance of the IMA to the extent exceeding revenue of the Facility.
Representations and Warranties	The IMA shall contain customary fundamental representations and warranties regarding organization, authority, and no conflicts.
Non-Binding	This Term Sheet is intended to serve only as an expression of the parties' intent and not as a binding or enforceable obligation to consummate the contemplated transactions; any such obligation will be created only by definitive agreements, the provisions of which will supersede this and all other understandings between the Parties. The Parties acknowledge that the definitive documents may contain other terms or conditions not specified herein.
License Application – Transparency and Reporting	Manager shall diligently and in good faith pursue all Required Licenses and shall take all actions reasonably necessary to obtain such licenses as promptly as practicable. Failure to diligently pursue shall constitute an event of default under the IMA.
Regulatory Correspondence	Manager shall promptly forward to Lessee copies of all regulatory correspondence, survey reports, statements of deficiencies, and plans of correction received during the Term, and shall consult with Lessee prior to submitting any plan of correction or response to a regulatory authority.
HIPAA/Business Associate Agreement	Prior to or concurrently with execution of the IMA, the parties shall enter into a mutually agreed Business Associate Agreement governing Manager's access to and obligations with respect to Protected Health Information (as such term is defined in HIPAA).
Day-One Operational Handoff	As of the Closing Date, Manager shall receive possession and operational responsibility for the Facility in its then-current condition, subject to explicit terms of the Lease and IMA.

Schedule 8.6(a)

Employees

See Annex 8.6(a) to these Schedules, which is incorporated herein by this reference.

Schedule 9.8

Required Assumed Contracts

Community	Applicable Sellers	Required Assumed Contracts
Mariella of Lake Orion	**DST Seller**: Inspired Senior Living of Lake Orion DST **Master Tenant Seller**: Inspired Senior Living of Lake Orion MT, LLC	None.
Salterra at Chesterfield	**DST Seller**: Inspired Senior Living of Chesterfield DST **Master Tenant Seller**: Inspired Senior Living of Chesterfield MT, LLC	None.

Schedule 9.10

Required Consents

Community	Applicable Sellers	Required Consents
Mariella of Lake Orion	**DST Seller**: Inspired Senior Living of Lake Orion DST **Master Tenant Seller**: Inspired Senior Living of Lake Orion MT, LLC	None.
Salterra at Chesterfield	**DST Seller**: Inspired Senior Living of Chesterfield DST **Master Tenant Seller**: Inspired Senior Living of Chesterfield MT, LLC	None.

ANNEX 1.1

Title Exceptions

[See attached.]

SALTERRA AT CHESTERFIELD

Title Exceptions

[See attached.]

SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

2. a. Rights or claims of parties in possession not shown by the Public Records.

   b. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land.

   c. Easements or claims of easements not shown by the Public Records and existing water, mineral, oil and exploration rights.

   d. Any lien, or right to a lien, for services, labor, or material, heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

   e. Any and all oil, gas, mineral, mining rights and/or reservations thereof.

   f. Taxes or special assessments which are not shown as existing liens by the Public Records.

3. Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:

   Granted to: Michigan Bell Telephone Company
   Recording No: Liber 851, Page 115.

4. Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:

   Granted to: County of Macomb
   Recording No: Liber 2371, Page 355.

5. Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:

   Granted to: County of Macomb
   Recording No: Liber 2315, Page 178.

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SCHEDULE B, PART II - Exceptions
(continued)

6. Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:

   Granted to: Michigan Bell Telephone Company
   Recording No: Liber 275, Page 360 and Liber 1148, Page 401.

7. Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:

   Granted to: DTE Electric Company, a Michigan corporation
   Recording No: Liber 25120, Page 14.

8. Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:

   Granted to: DTE Electric Company
   Recording No: Liber 25219, Page 333.

9. Easement for Sutherland-Oemig Drain as recorded in Liber 3372, Page 904.

10. Rights of tenants under unrecorded leases and any and all parties claiming by, through and thereunder.

11. Intentionally Deleted.

12. Any and all oil, gas and mineral rights and reservations of every kind and nature whether recorded or unrecorded and all rights pertinent thereto.

13. Rights of the public to any portion of the Land lying within the bounds of 23 Mile Road.

14. Taxes and/or assessments which become a lien or become due and payable subsequent to the effective date herein.

15. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey prepared by Global Land Solutions, coordinated by BBG Assessments, LLC, dated Date of Plat or Map May 7, 2026, last revised _____, being Job No. 26221A, BBG No. 0526004420:

    A) Overhead electric and power pole

END OF SCHEDULE B, PART II

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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MARIELLA OF LAKE ORION

Title Exceptions

[See attached.]

SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

2. a. Rights or claims of parties in possession not shown by the Public Records.

   b. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land.

   c. Easements or claims of easements not shown by the Public Records and existing water, mineral, oil and exploration rights.

   d. Any lien, or right to a lien, for services, labor, or material, heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

   e. Any and all oil, gas, mineral, mining rights and/or reservations thereof.

   f. Taxes or special assessments which are not shown as existing liens by the Public Records.

3. Terms, Covenants, and Conditions of Private Road Easement and Maintenance Agreement as set forth below:

   Recording No: Liber 52814, Page 98.

4. Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:

   Granted to: County of Oakland
   Recording No: Liber 5548, Page 121.

5. Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:

   Granted to: County of Oakland
   Recording No: Liber 5615, Page 731.

6. Terms, Covenants, and Conditions of Conditional Rezoning Agreement as set forth below:

   Recording No: Liber 52543, Page 320.

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SCHEDULE B, PART II - Exceptions
(continued)

7. Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:

   Granted to: Detroit Edison Company
   Recording No: Liber 53817, Page 179.

8. Terms, Covenants, and Conditions of Water Main Easement as set forth below:

   Recording No: Liber 55707, Page 425.

9. Highway Easement Release recorded in Liber 3786, Page 188.

10. Grant of Easement in favor of Spectrum Mid-America, LLC recorded in Liber 57026, page 246.

11. Memorandum of Agreement between Inspired Senior Living of Lake Orion DST and Spectrum Mid-America, LLC recorded on November 29, 2022 in Liber 58283, page 188, and the terms, conditions and provisions of said agreement.

12. Memorandum of Agreement between Inspired Senior Living of Lake Orion DST and Spectrum Mid-America, LLC recorded on August 21, 2023 in Liber 58820, page 434, and the terms, conditions and provisions of said agreement.

13. Rights of tenants under unrecorded leases and any and all parties claiming by, through and thereunder.

14. Any and all oil, gas and mineral rights and reservations of every kind and nature whether recorded or unrecorded and all rights pertinent thereto.

15. Intentionally Deleted.

16. Taxes and/or assessments which become a lien or become due and payable subsequent to the effective date herein.

17. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey prepared by Global Land Solutions, coordinated by BBG Assessments, LLC, dated Date of Plat or Map May 7, 2026, last revised _____, being Job No. 26221A, BBG No. 0526004419:

    A) Parking extends over property line on the north
    B) Fence over the property line on the North
    C) Pad (sign) over the property line on the Southeast

END OF SCHEDULE B, PART II

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ANNEX 2.5(a)

Assumed Contracts

[See attached.]

Debtor	Community Name	Contract Counterparty	State what the contract or lease is for and the nature of the debtor's interest	Cure Amount
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	A PLACE FOR MOM INC.	US Referral Program Order Form signed May 23, 2025	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Bus Finders	Purchase Contract signed October 10, 2025	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Comcast Cable Communications Management, LLC	Business Service Order Agreement signed July 4, 2018	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Fire Defense Equipment Company Inc.	Description of Work created November 6, 2021	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	LEAF	T&A Application signed March 12, 2023	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Liquid Environmental Solutions	Nonhazardous Liquid Waste Collection and Disposal Agreement signed February 11, 2022	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Pro-Mo Lawn and Landscape LLC	Landscape Maintenance Contract effective April 15, 2025	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Senior Care Authority	Senior Care Provider Agreement dated September 12, 2023	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Visual Edge, Premier Business Products	Annual Maintenance Contract signed December 13, 2019	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Applied Innovation	Value Lease Agreement dated July 28, 2022	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Bus Finders	Purchase Contract signed October 10, 2025	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00

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Debtor	Community Name	Contract Counterparty	State what the contract or lease is for and the nature of the debtor's interest	Cure Amount
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Fire Defense Equipment Company Inc.	Description of Work created November 6, 2021	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	GFL Environmental Inc.	Service Agreement effective February 7, 2022	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Healthcare Cosmetology Services (dba Resident Salon Services)	Agreement for Operation of Community Beauty Salon dated December 12, 2024	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
VSL-Chesterfield MI, LLC	Salterra at Chesterfield	Engage PEO	Engage PEO Client Service Agreement entered into July 15, 2022	$ 0.00
VSL-Lake Orion MI, LLC	Mariella of Lake Orion	Engage PEO	Engage PEO Client Service Agreement entered into July 15, 2022	$ 0.00

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ANNEX 8.6(a)

Employees

[See attached.]

ANNEX 8.6(a) – SCHEDULE 8.6(a) EMPLOYEES

Community	Applicable Master Tenant Seller	Employing Entity	Employee Name	Title / Position
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion	[redacted]	Resident Care Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Resident Care Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Housekeeper
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Dining Services Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Med Tech
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Med Tech
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Cook
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Life Engagement Assistant
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Resident Care Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Resident Care Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Med Tech
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Dining Services Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Dining Services Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Med Tech
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Med Tech
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Dining Services Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Maintenance Director
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Housekeeper
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Cook
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Med Tech
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Wellness Manager
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Dining Services Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Resident Care Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Med Tech
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Med Tech
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Business Office Manager
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Executive Director
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Dining Services Director
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Med Tech
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Med Tech
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Resident Services Coordinator
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Sales Director
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Resident Care Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Resident Care Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Med Tech
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Med Tech
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Resident Care Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Resident Care Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Dining Services Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Med Tech
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Memory Care Director
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Wellness Manager
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Resident Care Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Dining Services Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Resident Care Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Life Engagement Assistant
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Concierge
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Concierge
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Dining Services Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Concierge
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Dining Services Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Resident Care Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Resident Care Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Med Tech
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Housekeeper
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Resident Care Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Cook
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield		Sales Director
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield		Med Tech
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield		Maintenance Assistant
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield		Cook
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield		Business Office Manager

Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield	[redacted]	Med Tech
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield		Dining Services Partner
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield		Med Tech
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield		Med Tech
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield		Maintenance Director
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield		Life Engagement Manager
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield		Maintenance Director
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield		Dining Services Director
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield		Med Tech
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield		Dining Services Partner
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield		Med Tech
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield		Lead Concierge
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield		Med Tech
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield		Dining Services Partner
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield		Cook
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield		Med Tech
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield		Wellness Manager
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield		Dining Services Partner
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield		Resident Services Coordinator
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield		Med Tech
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield		Dining Services Partner
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield		Cook
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield		Med Tech
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield		Dining Services Partner
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield		Med Tech
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Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield		Med Tech
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield		Med Tech
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield		Concierge
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield		Med Tech
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield		Med Tech
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield		Med Tech
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield		Med Tech

EXHIBIT 2

EXECUTION VERSION

STRICTLY CONFIDENTIAL

ASSET PURCHASE AGREEMENT

DATED AS OF JULY 13, 2026

BY AND AMONG

SYMPO 2026, LLC,

AND

THE SELLERS LISTED ON SCHEDULE 1 HERETO

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of July 13, 2026 (the "Execution Date"), is made and entered into by and among SYMPO 2026, LLC, a Delaware limited liability company ("Buyer"), each Person set forth under the heading "DST Sellers" on Schedule 1 hereto (collectively, the "DST Sellers" and each a "DST Seller") and each Person set forth under the heading "Master Tenant Sellers" on Schedule 1 hereto (collectively, the "Master Tenant Sellers" and each a "Master Tenant Seller"; the DST Sellers and Master Tenant Sellers are collectively referred to herein as the "Sellers" and, each entity individually, a "Seller"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in Article 1.

RECITALS

WHEREAS, the DST Sellers are the legal owners of fee simple title to the Owned Real Property;

WHEREAS, the DST Sellers lease the Owned Real Property to the Master Tenant Sellers pursuant to one or more real property leases, and the Master Tenant Sellers conduct the operations of the Business at the Communities set forth next to their name on Schedule 2, including by holding all material licenses and permits and operating assets and maintaining relationships with residents and other counterparties;

WHEREAS, on February 2, 2026 (the "Petition Date"), each of the Sellers commenced a case by filing a petition for relief under chapter 11 of the Bankruptcy Code (collectively, the "Bankruptcy Cases") in the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division (the "Bankruptcy Court"). The Bankruptcy Cases are being jointly administered under the caption *Inspired Healthcare Capital Holdings, LLC et al.*, Case No. 26-90004, for procedural purposes only pursuant to Bankruptcy Rule 1015(b) and Local Rule 1015-1. The Sellers continue to operate their businesses and manage their properties as debtors and debtors-in-possession pursuant to Bankruptcy Code sections 1107(a) and 1108;

WHEREAS, in accordance with the Bidding Procedures attached to the Bidding Procedures Order entered by the Bankruptcy Court, and subject to the terms and conditions set forth in this Agreement and the entry of the Sale Order, (a) the DST Sellers desire to sell all of their right, title and interest in and to the Owned Real Property, together with all rights and interests appurtenant thereto, and (b) the Master Tenant Sellers and the DST Sellers desire to sell all of their right, title and interest in and to the Operating Assets, in each case in accordance with the terms and subject to the conditions set forth in this Agreement;

WHEREAS, upon the Initial Closing and each Subsequent Closing (if any), the Acquired Assets and Assumed Liabilities relating thereto shall be purchased and assumed by Buyer pursuant to the Sale Order, free and clear of all Liens (other than Permitted Liens), pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, and Rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedure;

WHEREAS, the Sellers' ability to consummate the transactions set forth in this Agreement is subject to, among other things, the entry of the Sale Order by the Bankruptcy Court; and

WHEREAS, the board of directors, board of managers, manager, managing member, or similar governing body of each Seller has determined that it is advisable and in the best interests of such Seller and its constituencies to enter into this Agreement and to consummate the transactions provided for herein, subject to entry of the Sale Order, and each has approved the same.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the foregoing and of the representations, warranties, covenants, agreements and conditions herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions. For purposes of this Agreement, the following terms have the meanings specified or referenced below.

"Acquired Assets" has the meaning set forth in Section 2.1(b).

"Action" means any legal action, suit, petition, plea, charge, claim, demand, hearing, inquiry, arbitration, complaint, grievance, summons, litigation, mediation, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), prosecution, contest, inquest, audit, examination, investigation or similar matter commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly, Controls, is Controlled by, or is under common Control with such Person. For purposes of this definition, "Control" (and its correlative 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 or policies of a Person, whether through ownership of voting securities, by contract or otherwise.

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

"Allocation" means, with respect to each Community listed on Schedule 2, the portion of the Purchase Price allocated to such Community, as set forth on Schedule 2.

"Allocation Statement" means, as applicable, the Initial Closing Allocation Statement or any Subsequent Closing Allocation Statement. The Parties will not take any position (whether in audits, Tax Returns, or otherwise) that is inconsistent with any Allocation Statement.

"Alternative Transaction" means any sale, disposition, new-money investment, restructuring, reorganization, merger, amalgamation, acquisition, consolidation, dissolution, debt investment, equity investment, liquidation, asset sale, share issuance, consent solicitation,

exchange offer, tender offer, recapitalization, plan of reorganization or liquidation, share exchange, business combination, joint venture, debt incurrence, or similar transaction involving the Sellers or any of their respective Subsidiaries (including, for the avoidance of doubt, a transaction premised on a sale of assets under Section 363 of the Bankruptcy Code), or the debt, equity, or other interests in the Sellers or any of their respective Subsidiaries that transfers to or vests ownership of the Business, or substantially all of its assets in any party other than Buyer.

"Antitrust Law" means, collectively, the HSR Act, title 15 of the United States Code §§ 1-7, as amended (the Sherman Act), Title 15 of the United States Code §§ 12-27 and Title 29 of the United States Code §§ 52-53, as amended (the Clayton Act), the Federal Trade Commission Act (15 U.S.C. § 41 et seq.), as amended, and the rules and regulations promulgated thereunder, and all other national, state, local or foreign Legal Requirements in effect from time to time that are designed or intended to (a) prohibit, restrict or regulate actions or transactions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition; or (b) regulate transactions involving foreign investments, including any Legal Requirements that provide for review of national security matters in any jurisdiction.

"Apportioned Taxes" has the meaning set forth in Section 8.1(b).

"Assumed Contracts" has the meaning set forth in Section 2.5(a)(i).

"Assumed Liabilities" has the meaning set forth in Section 2.3.

"Assumption Agreement" means the Assignment and Assumption Agreement, in substantially the form attached hereto as Exhibit A.

"Auction" means the auction for the sale of the Business conducted by Sellers if, and only if, any Qualified Bid (other than this Agreement) is received pursuant to the terms and conditions of the Bidding Procedures Order.

"Avoidance Action" means any and all actual or potential avoidance, recovery, subordination, or other claims, actions, or remedies that may be brought by or on behalf of the Sellers, their estates, or other authorized parties in interest to avoid a transfer of property or an obligation incurred by the Sellers pursuant to any applicable section of the Bankruptcy Code, including sections 502, 510, 542, 544, 545, 547 through and including 553, and 724(a) of the Bankruptcy Code, or under similar or related state, federal, and non-U.S. statutes and common law, including fraudulent transfer laws or fraudulent conveyance.

"Back-Up Bid" has the meaning set forth in the Bidding Procedures.

"Back-Up Bid Termination Date" has the meaning set forth in Section 7.8(a).

"Back-Up Bidder" has the meaning set forth in the Bidding Procedures.

"Back-Up Bidder Community" has the meaning set forth in Section 2.1(c)(iv).

"Bankruptcy and Equity Exceptions" has the meaning set forth in Section 5.3.

"Bankruptcy Cases" has the meaning set forth in the recitals.

"Bankruptcy Code" means Title 11 of the United States Code, Sections 101 et seq.

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

"Bid Protections" has the meaning set forth in Section 12.1.

"Bidding Procedures" means those certain bid procedures set forth as Exhibit 1 to the Bidding Procedures Order, as such procedures may be amended from time to time thereafter in accordance with the Bidding Procedures Order.

"Bidding Procedures Order" means the Order of the Bankruptcy Court approving the Bidding Procedures entered at Docket No. 465.

"Bill of Sale" means a Bill of Sale, in substantially the form attached hereto as Exhibit B.

"Bridging Agreement" has the meaning set forth in Section 7.11(b).

"Business" means the business and operations of the Sellers consisting of the ownership, development, leasing, management, operation, and investment in senior living communities and related healthcare real estate, including communities providing independent living, assisted living, memory care or other senior housing and care services, together with all activities ancillary or related thereto, including the provision or arrangement of resident services, property management, marketing, development, asset management, and investment management functions, in each case as conducted by the Sellers as of the applicable Closing Date.

"Business Day" means any day of the year on which national banking institutions in New York, New York are open to the public for conducting business and are not required or authorized to close.

"Buyer" has the meaning set forth in the Preamble and shall also include any Buyer Designee.

"Buyer Community Removal Notice" has the meaning set forth in Section 2.1(d).

"Buyer Designee" has the meaning set forth in Section 2.1.

"Buyer Employees" has the meaning set forth in Section 8.6(a).

"Buyer Healthcare Permit" means a Healthcare Permit required to be obtained by Buyer pursuant to (and in accordance with) Section 7.11(a).

"Causes of Action" means any claim, interest, damage, remedy, cause of action, proceeding, demand, right, action, suit, obligation, liability, account, defense, offset, power, privilege, license, Lien, indemnity, guaranty, franchise, debt, judgment, or controversy of any kind or character whatsoever, whether known or unknown, choate or inchoate, foreseen or unforeseen,

existing or hereinafter arising, contingent or noncontingent, disputed or undisputed, liquidated or unliquidated, secured or unsecured, matured or unmatured, suspected or unsuspected, assertable directly or derivatively, reduced to judgment or otherwise, whether arising before, on, or after the commencement of the Bankruptcy Cases, in contract, tort, law, equity, or otherwise pursuant to any theory of law. For the avoidance of doubt, Causes of Action include the following: (a) any right of setoff, counterclaim, or recoupment and any claim under contracts or for breaches of duties imposed by law or in equity; (b) any claim based on or relating to, or in any manner arising from, in whole or in part, breach of fiduciary duty, violation of local, state, federal, or foreign law, or breach of any duty imposed by law or in equity, including securities laws, negligence, and gross negligence; (c) any claims or causes of action for aiding and abetting (including of breaches of fiduciary duties), knowing participation (including knowing participation in breach of fiduciary duty), and conspiracy (including conspiracy to breach fiduciary duty); (d) any claims or causes of action for illegal dividends; (e) any claims or causes of action for fraud, misrepresentations, or omissions; (f) the right to object to, subordinate, disallow, or otherwise contest Liens and Claims; (g) any claim or defense, including fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (h) any Avoidance Action.

"Claim" means a "claim" as defined in Section 101(5) of the Bankruptcy Code.

"Closing" means the Initial Closing or any Subsequent Closing, as the context requires.

"Closing Cash Payment" has the meaning set forth in Section 3.1(a).

"Closing Date" means the Initial Closing Date or any Subsequent Closing Date, as the context requires.

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

"Community" means the Owned Real Property of the applicable DST Seller and Operating Assets of such DST Sellers and the applicable Master Tenant Seller related to each senior living community identified under the heading "Community" on Schedule 2 hereto.

"Community-Level Material Adverse Effect" means, with respect to any individual Community, any fact, state of facts, change, circumstance, occurrence, effect, event, result or development that, individually or in the aggregate, has had, or would reasonably be expected to have, a material adverse effect on the assets, properties, operations, condition (financial or otherwise), or results of operations of such Community, considered individually and not together with any other Community or the Business taken as a whole; provided, however, that none of the following shall be taken into account in determining whether a Community-Level Material Adverse Effect has occurred or is continuing with respect to any Community: (i) the filing, commencement or pendency of the Bankruptcy Cases or any actions taken in connection therewith; (ii) the execution, delivery or announcement of this Agreement or the transactions contemplated hereby, including any impact thereof on relationships with customers, suppliers, distributors, partners, employees or other business counterparties of such Community; (iii) any action required to be taken pursuant to this Agreement or any action taken or not taken at the request of, or with the consent of, Buyer; (iv) any changes in Legal Requirements or accounting principles or interpretations thereof; (v) general economic, business, financial, credit or capital market

conditions, including changes in interest rates or exchange rates; (vi) any geopolitical conditions, outbreak or escalation of hostilities, acts of terrorism, civil unrest or similar events; (vii) any epidemic, pandemic, public health emergency or disease outbreak; (viii) any natural or man-made disaster, weather event or force majeure event; (ix) any failure of such Community to meet any projections, forecasts, estimates or budgets (it being understood that the underlying causes of such failure may be taken into account in determining whether a Community-Level Material Adverse Effect has occurred); (x) any loss, reduction or change in the terms of any Contract, customer relationship, supplier relationship or employee relationship with respect to such Community; (xi) any liquidity issues, working capital fluctuations or cash flow conditions with respect to such Community; and (xii) any matters disclosed in this Agreement or in the Disclosure Schedules with respect to such Community; provided, that any event, occurrence, fact, condition or change referred to in clauses (iv) through (viii) above shall be taken into account in determining whether a Community-Level Material Adverse Effect has occurred or would reasonably be expected to occur to the extent that such event, occurrence, fact, condition or change has a materially isolated and disproportionate and adverse effect on the Business, taken as a whole, relative to other similarly situated businesses of the same size and operating in the same industry.

"Community Removal Notice" has the meaning set forth in Section 2.1(c)(ii).

"Contract" means any agreement, contract, obligation, promise, undertaking, lease (including any Leases), sublease, purchase order, arrangement, license, commitment, insurance policy or other binding arrangement or understanding (in each case whether written or oral), and any amendments, modifications or supplements thereto.

"Cure Costs" means all monetary liabilities, including pre-petition monetary liabilities, of Sellers that must be paid or otherwise satisfied to cure all of Sellers' monetary defaults under the Assumed Contracts pursuant to Section 365 of the Bankruptcy Code at the time of the assumption thereof and assignment to Buyer as provided hereunder as such amounts are determined by the Bankruptcy Court.

"Data Room" has the meaning set forth in Section 1.2(a)(x).

"Deeds" means the special warranty deeds (or such other form of deed as is customary in the applicable jurisdiction), in recordable form, to be executed and delivered by each DST Seller at the applicable Closing, conveying such DST Seller's Owned Real Property (being transferred at such Closing) to Buyer or the applicable Buyer Designee.

"Deposit" has the meaning set forth in Section 3.2(a).

"Determination Date" has the meaning set forth in Section 2.5(a)(i).

"Disclosure Schedules" means the Disclosure Schedules attached hereto, dated as of the Execution Date, delivered by Sellers to Buyer in connection with the execution of this Agreement.

"Disputed Contract" has the meaning set forth in Section 2.5(a)(i).

"Disputed Contract Determination" has the meaning set forth in Section 2.5(a)(iv).

"Documents" means all of the documents that are used or useful in, held for use in, or intended to be used in, or that arise in any way out of, the Business.

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

"Employees" means all employees of any Seller, any Affiliate of any Seller or any of their third-party management companies providing services at, or on behalf of, the Communities of the Business.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

"Escrow Agent" means Ankura Trust Company, LLC.

"Escrow Agreement" has the meaning set forth in Section 3.2(a).

"Escrow Amount" means an amount equal to five percent (5%) of the aggregate Allocations as of the Execution Date.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Excluded Assets" has the meaning set forth in Section 2.2.

"Excluded Contracts" has the meaning set forth in Section 2.5(a)(i).

"Excluded Liabilities" has the meaning set forth in Section 2.4.

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

"Expense Reimbursement" has the meaning set forth in Section 12.2(b).

"Final Closing" has the meaning set forth in Section 11.1.

"Final Order" means a judgment or Order of the Bankruptcy Court (or any other court of competent jurisdiction) entered on the docket in the Bankruptcy Case (or the docket of such other court), which has not been modified, amended, reversed, vacated or stayed and as to which (a) the time to appeal, petition for certiorari, or move for a new trial, stay, reargument or rehearing has expired and as to which no appeal, petition for certiorari or motion for new trial, stay, reargument or rehearing shall then be pending or (b) if an appeal, writ of certiorari, new trial, stay, reargument or rehearing thereof has been sought, such Order or judgment of the Bankruptcy Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, stay, reargument or rehearing shall have expired, as a result of which such Action or Order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure; provided, however, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Federal Rules of Bankruptcy Procedure, may be filed relating to such Order, shall not cause an Order not to be a Final Order.

"Full Break-Up Fee" has the meaning set forth in Section 12.3.

"Governmental Authority" means any United States or non-United States federal, state, provincial, or local governmental, or regulatory commission, board, bureau, agency, court, or other tribunal of any of the foregoing.

"Governmental Authorization" means any approval, consent, license, permit, waiver or other authorization issued, granted or otherwise made available by or under the authority of any Governmental Authority.

"Healthcare Permits" means all Permits issued by state health departments, state aging or human services agencies, or other Governmental Authorities having jurisdiction over the licensure or certification of assisted living facilities, memory care facilities, residential care facilities, or other senior care operations included in the Business, including state-issued assisted living facility licenses, memory care endorsements or designations, residential care facility licenses, and any Medicaid provider agreements and certifications.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and any implementing regulations promulgated thereunder (including the Standards for Privacy of Individually Identifiable Health Information, the Security Standards for the Protection of Electronic Protected Health Information and the Standards for Electronic Transactions and Code Sets promulgated thereunder) and applicable Legal Requirements regarding patient privacy and the security, storage, disposal, transmission, use or disclosure of health care records or information protected as "personal data," "personal information," "personal identifiable information," or "personal health information" among others.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder and any successor to such statute, rules, or regulations.

"Improvements" means the buildings, structures, fixtures, systems, facilities, easements, rights-of-way, privileges, improvements, parking areas, landscaped areas, PP&E, licenses, appurtenances and all other rights and benefits appurtenant or in any way related to or demised under any lease of, or other contract or agreement for the use of, the Owned Real Property.

"Initial Closing" has the meaning set forth in Section 4.1(a).

"Initial Closing Allocation Statement" has the meaning set forth in Section 3.3(a).

"Initial Closing Date" has the meaning set forth in Section 4.1(a).

"IRS" means the Internal Revenue Service.

"Lease" and "Leases" means all leases, subleases, licenses, sublicenses, occupancy agreements, access agreements, memoranda, amendments, restatements, modifications, supplements, and assignments.

"Legal Requirement" means any federal, state, provincial, county, local, municipal, foreign, international, or multinational law (statutory, common or otherwise), constitution, treaty, convention, ordinance, equitable principle, code, rule, regulation or Order enacted, adopted, promulgated or applied by any Governmental Authority.

"Liability" means any liability, obligation, indebtedness, claim, loss, damage, deficiency, cost, expense, or responsibility of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, due or to become due, direct or indirect, or otherwise, including those arising under any Legal Requirement or Contract.

"Lien" means any "interest" as that term is used in Section 363(f) of the Bankruptcy Code, mortgage, deed of trust, pledge, assignment, successor liability, security interest, encumbrance, easement, condition, covenant, reservation, lien, mechanics lien, claim, charge, hypothecation, warrant, deemed trust, action, or claim of any kind or nature whatsoever in respect of any property, including any of the foregoing created by, arising under, or evidenced by any conditional sale or other title retention agreement, the interest of a lessor under a capital lease, any financing lease having substantially the same economic effect as any of the foregoing, or the filing of a financing statement naming the owner of the property as to which such lien relates as the debtor under the Uniform Commercial Code or any comparable Legal Requirement in any other jurisdiction.

"MAE Removed Community" has the meaning set forth in Section 2.1(d).

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

"Material Adverse Effect" means any fact, state of facts, change, circumstance, occurrence, effect, event, result or development that, individually or in the aggregate, has had, or would reasonably be expected to have, a material adverse effect on (a) the ability of the Sellers to consummate the transactions contemplated by this Agreement or to perform any of their material obligations under this Agreement or (b) the Business as it relates to the Communities, taken as a whole; provided, however, that, with respect to clause (b), none of the following shall be taken into account in determining whether a Material Adverse Effect has occurred: (i) the filing, commencement or pendency of the Bankruptcy Cases or any actions taken in connection therewith; (ii) the execution, delivery or announcement of this Agreement or the transactions contemplated hereby, including any impact thereof on relationships with customers, suppliers, distributors, partners, employees or other business counterparties; (iii) any action required to be taken pursuant to this Agreement or any action taken or not taken at the request of, or with the consent of, Buyer; (iv) any changes in Legal Requirements or accounting principles or interpretations thereof; (v) general economic, business, financial, credit or capital market conditions, including changes in interest rates or exchange rates; (vi) any geopolitical conditions, outbreak or escalation of hostilities, acts of terrorism, civil unrest or similar events; (vii) any epidemic, pandemic, public health emergency or disease outbreak; (viii) any natural or man-made disaster, weather event or force majeure event; (ix) any failure of the Business to meet any projections, forecasts, estimates or budgets (it being understood that the underlying causes of such failure may be taken into account); (x) any loss, reduction or change in the terms of any Contract, customer relationship, supplier relationship or employee relationship; (xi) any liquidity issues, working capital

fluctuations or cash flow conditions of the Business; and (xii) any matters disclosed in this Agreement or in the Disclosure Schedules.

"Maximum Expense Reimbursement Amount" has the meaning set forth in Section 12.2(a).

"New Licensee" means the Buyer or Buyer Designee under the Interim Sublease who shall apply for a New Licensee Permit.

"New Licensee Permit" means a license issued to the applicable New Licensee to operate the applicable Community as the type of Community set forth opposite its name on Schedule 1.1.

"Operating Assets" has the meaning set forth in Section 2.1(b).

"Order" means any order, writ, injunction, judgment, verdict, ruling, decision, subpoena, mandate, precept, command, directive, consent, approval, award, decree or similar determination or finding entered, issued, made or rendered by any Governmental Authority or an arbitrator, mediator or other quasi-judicial or judicially sanctioned Person.

"Ordinary Course of Business" means, with respect to any Person, the ordinary and usual course of normal day-to-day operations of such Person and its business, consistent with its past practice (including with respect to quality, quantity and frequency).

"Organizational Documents" means (a) any certificate or articles of incorporation, bylaws, certificate or articles of formation, operating agreement or partnership agreement, (b) any documents comparable to those described in clause (a) as may be applicable pursuant to any Legal Requirements, and (c) any amendment or modification to any of the foregoing.

"Outside Date" has the meaning set forth in Section 11.1(b).

"Owned Real Property" means all fee-owned real property owned by any DST Seller that is listed on Schedule 2 (as such Schedule may be amended from time-to-time pursuant to Section 2.1(c)).

"Party" or "Parties" means, individually or collectively, Buyer and Sellers.

"Paying Agent" means any bank, trust company, or other financial institution designated in writing by Sellers in accordance with Section 7.12 to receive and distribute the proceeds of any Closing on behalf of Sellers.

"Paying Agent Notice" has the meaning set forth in Section 7.12.

"Permits" means any permit, license, registration, certificate, approval, consent, authorization, qualification, accreditation, exemption, variance, waiver, or similar right or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Authority.

"Permitted Liens" means (a) statutory Liens for current Taxes or other governmental charges not yet due and payable or the amount or validity of which is being contested in good faith by appropriate Actions by any Seller; (b) the Liens set forth on Schedule 1.1 and (c) with respect to any Owned Real Property, (i) easements, rights-of-way, covenants, conditions, restrictions and other similar matters of record, (ii) zoning, entitlement and other land use laws and regulations, and (iii) non-monetary Liens that do not secure the payment of money and do not, individually or in the aggregate, result in a Material Adverse Effect.

"Person" means any individual, corporation (including any non-profit corporation), partnership, limited liability company, joint venture, unincorporated organization, estate, trust, association, organization or other legal entity or group (as defined in section 13(d)(3) of the Exchange Act) or Governmental Authority.

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

"Plan" and "Plans" means employee benefit, welfare, supplemental unemployment benefit, employment, offer letter, individual consulting, change in control, retention, severance pay, bonus, pension, profit sharing, retirement, deferred compensation, incentive compensation, stock compensation, stock option, stock appreciation, phantom stock option, other equity or equity-based compensation, vacation, sick leave, death benefit, health or other medical, dental, life, disability, or other insurance, Code section 125 "cafeteria" or "flexible" benefit, employee loan, educational assistance, fringe benefit, or other similar plan, program, agreement, or arrangement, whether written or oral, including any (a) "employee benefit plan" within section 3(3) of ERISA or (b) other employee benefit plans, programs, agreements or arrangements, whether or not subject to ERISA, sponsored, maintained, contributed to or required to be contributed to, or entered into, by the Sellers, or pursuant to which the Sellers have any Liability, in each case, for the benefit of their current or former officers, directors, employees, individual consultants, their dependents or beneficiaries, other than plans established pursuant to statute.

"Post-Closing Tax Period" has the meaning set forth in Section 8.1(b).

"PP&E" means all personal property and equipment of the Sellers primarily used in, held for use in, or arising out of the conduct of the Business.

"Pre-Closing Tax Period" has the meaning set forth in Section 8.1(b).

"Previously Omitted Contract" has the meaning set forth in Section 2.5(b)(i).

"Previously Omitted Contract Designation" has the meaning set forth in Section 2.5(b)(i).

"Previously Omitted Contract Notice" has the meaning set forth in Section 2.5(b)(i).

"Pro Rata Break-Up Fee" has the meaning set forth in Section 12.3(b).

"Purchase Price" has the meaning set forth in Section 3.1.

"Qualified Bid" has the meaning set forth in the Bidding Procedures.

"Real Property Assets" has the meaning set forth in Section 2.1(a).

"Reinclusion Notice" has the meaning set forth in Section 4.1(b)(i).

"Removed Community" has the meaning set forth in Section 2.1(c)(ii).

"Representative" means, with respect to a particular Person, any director, manager, officer, employee, agent, consultant, advisor or other representative of such Person, including legal counsel, accountants and financial advisors.

"Resident Agreements" means, with respect to each Community, those leases, occupancy, residency, and similar written agreements entered into with the residents of such Community, whether in the name of the applicable Master Tenant Seller or any other Person, and all amendments, modifications, supplements, renewals and extensions thereof.

"Resident Records" has the meaning set forth in Section 8.3.

"Sale Hearing" means the hearing to consider the entry of the Sale Order.

"Sale Order" means an Order of the Bankruptcy Court, substantially in the form agreed to by Sellers and Buyer, or otherwise reasonably acceptable to Buyer, pursuant to, inter alia, Sections 105, 363 and 365 of the Bankruptcy Code authorizing and approving, inter alia, the sale of the Acquired Assets to Buyer or the Buyer Designees, as applicable, on the terms and conditions set forth herein, free and clear of all Liens (other than Permitted Liens), and the assumption and assignment of the Assumed Contracts to Buyer or the Buyer Designees, as applicable, and containing findings of fact and conclusions of law that Buyer or the Buyer Designees, as applicable, has acted in "good faith" within the meaning of Section 363(m) of the Bankruptcy Code.

"Sales Taxes" has the meaning set forth in Section 8.1(a).

"Seller Healthcare Permits" means, with respect to each Community set forth on Schedule 2 as of the applicable time, all Healthcare Permits held by a Seller in connection with the operation of the Business at such Community.

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

"Sellers' Knowledge," "Knowledge of Sellers" or like terms means the actual knowledge of H. Benjamin Jones, Elliot Neumann and Carrie Todd.

"Straddle Period" has the meaning set forth in Section 8.1(b).

"Subsequent Closing" has the meaning set forth in Section 4.1(b)(ii).

"Subsequent Closing Allocation Statement" has the meaning set forth in Section 3.3(c).

"Subsequent Closing Cash Payment" has the meaning set forth in Section 3.1(a).

"Subsequent Closing Date" has the meaning set forth in Section 4.1(b)(ii).

"Subsequent Closing Deadline" has the meaning set forth in Section 3.2(b)(vi).

"Subsidiary" means any entity with respect to which a specified Person (or a Subsidiary thereof) has the power, through the ownership of securities or otherwise, to elect a majority of the managers, directors or similar managing body.

"Successful Bidder" has the meaning set forth in the Bidding Procedures.

"Tax" or "Taxes" (and with correlative meaning, "Taxable" and "Taxing") means (a) any U.S. federal, state, provincial, local, non-U.S. or other income, alternative, minimum, add-on minimum, accumulated earnings, personal holding company, franchise, capital stock, net worth, capital, profits, intangibles, windfall profits, gross receipts, value added, sales, use, goods and services, excise, customs duties, transfer, conveyance, mortgage, registration, stamp, documentary, recording, premium, severance, natural resources, real property, personal property, ad valorem, intangibles, rent, occupancy, license, occupational, employment, unemployment insurance, social security, disability, workers' compensation, payroll, health care, withholding, estimated or other similar tax, duty, levy or other governmental charge or assessment or deficiency thereof (including all interest and penalties thereon and additions thereto, whether disputed or not) and (b) any liability for any items described in clause (a) payable by reason of contract, transferee liability or operation of law (including Treasury Regulations Section 1.1502-6) or otherwise.

"Tax Return" means any return, declaration, report, claim for refund, information return or other document (including any related or supporting estimates, elections, schedules, statements, or information) filed or required to be filed in connection with the determination, assessment or collection of any Tax or the administration of any laws, regulations or administrative requirements relating to any Tax.

"Taxing Authority" means the Internal Revenue Service and any other Governmental Authority that has the right to impose Taxes on the Sellers.

"Title Company" means Chicago Title Insurance Company.

"Title Company Agreement" means an agreement, in substantially the form of Exhibit C hereto (with such changes as may be mutually agreed by the Parties), which shall be executed and delivered by the Parties and the Title Company by the date that is not later than five (5) Business Days prior to the Auction (provided, that if such agreement among the Parties and the Title Company is not executed and delivered by Buyer and the Title Company by such date, such failure shall be deemed a Buyer default and Sellers shall be permitted to immediately terminate this Agreement and retain the Deposit as and for Sellers' liquidated damages).

"Transaction Documents" means this Agreement, the Assumption Agreement, the Bill of Sale, any Bridging Agreement(s), the Deeds, and any other agreements, instruments or documents entered into at the applicable Closing pursuant to this Agreement.

"Transfer Taxes" has the meaning set forth in Section 8.1(a).

"Transferred Community" means each Community other than a Community removed in accordance with Section 2.1(c) or Section 2.1(d) and not reinstated.

"WARN Act" means the Worker Adjustment and Retraining Notification Act of 1988, as amended, and any similar state, local or foreign Legal Requirement relating to plant closings, relocations, mass layoffs or employment losses.

1.2 Other Definitions and Interpretive Matters.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(i) 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 is a day other than a Business Day, the period in question shall end on the next succeeding Business Day.

(ii) Day. Any reference in this Agreement to days (but not Business Days) means calendar days.

(iii) Dollars. Any reference in this Agreement to $ means United States dollars.

(iv) Exhibits/Schedules. All Exhibits and Schedules attached or annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

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

(vi) 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.

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

(viii) Including. The word "including" or any variation thereof means "including, without limitation," and shall not be construed to limit any general

statement that it follows to the specific or similar items or matters immediately following it.

(ix) Or. The word "or" shall be disjunctive but not exclusive.

(x) Provided. To the extent that any documents or other materials were present (and continuously accessible by and visible to the Buyer through the Closing Date) in the Project Orange Virtual Data Room hosted by Intralinks and maintained by Raymond James in connection with the transactions contemplated in this Agreement (the "Data Room") at least one (1) Business Day prior to the Closing Date, such documents or other materials shall be deemed "delivered", "provided" and "made available" (and all similar phrases used herein that mean such) to Buyer for all purposes of this Agreement.

(b) 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 limiting the foregoing, no rule of strict construction construing ambiguities against the draftsperson shall be applied against any Person with respect to this Agreement.

ARTICLE 2
PURCHASE AND SALE

2.1 Purchase and Sale. Subject to the entry of the Sale Order and upon the terms and subject to the conditions of this Agreement, at the Initial Closing and at each Subsequent Closing, as applicable, Sellers shall sell, transfer, assign, convey and deliver to Buyer or one or more other Persons designated by Buyer (each, a "Buyer Designee"), and Buyer shall purchase and acquire from each such Seller, all of such Seller's right, title and interest in and to the following assets (other than Excluded Assets), in each case free and clear of all Liens (other than Permitted Liens) (collectively, the "Acquired Assets"):

(a) Real Property Assets. With respect to each DST Seller, the Owned Real Property owned by such DST Seller that is then listed on Schedule 2 (as modified pursuant to Section 2.1(c)), together with all Improvements (including all fixtures) and all rights and interests appurtenant thereto (collectively, the "Real Property Assets"), including:

(i) any rents, receivables and other amounts payable in respect thereof for all periods following the applicable Closing;

(ii) all leases, subleases and other occupancy agreements affecting the Owned Real Property;

(iii) all contracts, agreements and rights to the extent primarily related to the ownership, use, operation or maintenance of such Owned Real Property that are designated by Buyer as Assumed Contracts pursuant to Section 2.5;

(iv) all Permits, to the extent transferable, that are primarily related to the ownership, use or operation of such Owned Real Property;

(v) to the extent permitted by Legal Requirements, all Documents and other books and records to the extent primarily related to the Owned Real Property and reasonably necessary for the ownership and operation thereof, including financial and accounting files (but excluding the general corporate files and records of the DST Sellers), and correspondence;

(vi) to the extent assignable, all rights under or arising out of all third-party insurance policies to the extent relating to damage to or loss of the Owned Real Property, including third-party property and casualty insurance proceeds and other insurance proceeds;

(vii) all claims, interests, rights, rebates, refunds, abatements, remedies, recoveries and benefits of the DST Sellers, and all claims and causes of action (other than with respect to Taxes), including those arising out of Assumed Contracts, express or implied warranties, representations, licenses and guarantees from suppliers, manufacturers, contractors or others, in each case to the extent arising from damage to or defects in the Owned Real Property or Improvements; provided, that, for the avoidance of doubt, no breach of fiduciary duty claim, commercial tort claim or claim for fraud or intentional misrepresentation arising from the Owned Real Property or Improvements shall constitute an Acquired Asset; and

(viii) all assets, if any, listed on Schedule 2.1(a)(viii) (regardless of whether such assets are covered by any of the foregoing).

(b) Operating Assets. With respect to each DST Seller and each Master Tenant Seller, all assets (other than Excluded Assets and, in the case of DST Sellers, other than the Real Property Assets) of such Seller (or held by a Third-Party Manager on behalf of such Seller) to the extent primarily used in, held for use in, or arising out of the conduct of the Business (collectively, the "Operating Assets"), including:

(i) all Permits, to the extent transferable. Notwithstanding anything in this Section 2.1(b)(i) to the contrary, with respect to any Seller Healthcare Permit, the Parties shall not purport to transfer or assign such Seller Healthcare Permit at the applicable Closing, and Buyer (or applicable Buyer Designee) shall not operate any senior care community under any Seller Healthcare Permit held by Sellers after the applicable Closing except pursuant to any applicable Bridging Agreement executed by the Parties in accordance with Section 7.11 hereof;

(ii) all Contracts assumed pursuant to Section 2.5;

(iii) to the extent permitted by Legal Requirements, all Documents and other books and records to the extent related to the Business;

(iv) all intangible assets, goodwill, trade names, service marks, and intellectual property used in the Business;

(v) all rights under or arising out of third-party insurance policies to the extent relating to the Business;

(vi) all claims, interests, rights, rebates, refunds, abatements, remedies, recoveries and benefits of the Master Tenant Sellers arising from the conduct of the Business, including those arising out of express or implied warranties, representations, licenses and guarantees;

(vii) all security deposits and prepaid rents held under or pursuant to all Resident Agreements; and

(viii) all assets, if any, listed on Schedule 2.1(b)(vii).

To the extent any Operating Assets are held by or in the name of a Third-Party Manager, the applicable Seller shall use commercially reasonable efforts to cause such Third-Party Manager to sell, transfer, assign, convey and deliver all right, title and interest in and to such Operating Assets (i) directly to Buyer or a Buyer Designee, or (ii) first to such Seller and then to Buyer or a Buyer Designee, in either case effective as of the applicable Closing Date.

(c) Sellers' Right to Remove Communities.

(i) Communities; Allocation. The Communities to be transferred pursuant to this Agreement, together with the Allocation attributable to each such Community, are set forth on Schedule 2.

(ii) Right to Remove Communities. Notwithstanding anything to the contrary in this Agreement, the Sellers shall have the right, exercisable in their sole discretion, to remove one or more Communities from Schedule 2 at any time prior to the Initial Closing Date if, at the Auction, pursuant to Section 7.10 or otherwise pursuant to the Bidding Procedures, another bidder has submitted, and the Sellers have determined to accept (or are required by the Bankruptcy Court to accept), a higher or otherwise better bid for a Community (as compared to the Allocation attributable thereto under this Agreement). Sellers shall exercise such right by delivering written notice to Buyer (a "Community Removal Notice") identifying each Community being removed (each, a "Removed Community") as promptly as reasonably practicable after the determination that a higher or better bid has been received for such Removed Community, and in any event no later than two (2) Business Days prior to the Initial Closing Date (or, if a Community Removal Notice is delivered after the Auction, as promptly as reasonably practicable thereafter).

(iii) Automatic Purchase Price Reduction. Upon delivery of a Community Removal Notice, (A) each Removed Community identified therein shall automatically and immediately cease to be an Acquired Asset or a part of the Acquired Assets for all purposes of this Agreement, (B) Schedule 2 shall be deemed automatically amended to remove such Removed Community, and (C) the Purchase Price shall be automatically reduced by an amount equal to the aggregate of the Allocations attributable to all Removed Communities identified in such Community Removal Notice, without any further action by the Parties and without any adjustment, offset, or other payment

obligation arising therefrom. For the avoidance of doubt, no reduction in the Purchase Price pursuant to this Section 2.1(c)(iii) shall give Buyer any right to terminate this Agreement or constitute a failure of any condition set forth in Article 9 or Article 10, provided, that at least one Community remains on Schedule 2 as of the Initial Closing Date.

(iv) Back-Up Bidder Designation. If Buyer is designated as the Back-Up Bidder with respect to any Removed Community (any such Removed Community for which Buyer holds Back-Up Bidder status, a "Back-Up Bidder Community"), Buyer shall maintain its Back-Up Bid with respect to such Back-Up Bidder Community on the terms and conditions set forth in this Agreement (including, for the avoidance of doubt, the Allocation attributable thereto on Schedule 2) during the period in which Buyer serves as the Back-Up Bidder for such Back-Up Bidder Community pursuant to the Bidding Procedures Order, subject to the provisions of Section 4.1(b). Nothing in this Section 2.1(c)(iv) shall require Buyer to improve its bid with respect to any Back-Up Bidder Community.

(d) Buyer's Right to Remove Communities.

(i) Right to Remove. Notwithstanding anything to the contrary in this Agreement, Buyer shall have the right, exercisable in its sole discretion, to remove any Community from Schedule 2 if a Community-Level Material Adverse Effect with respect to such Community has occurred and is continuing prior to the applicable Closing with respect to such Community. Buyer shall exercise such right by delivering written notice to Sellers (a "Buyer Community Removal Notice") identifying the Community being removed (each such Community, a "MAE Removed Community") no later than the Initial Closing Date or Subsequent Closing Date, as applicable; provided, however, Buyer shall use commercially reasonable efforts to give notice two (2) Business Days prior to the Initial Closing Date or Subsequent Closing Date, as applicable.

(ii) Automatic Purchase Price Reduction. Upon delivery of a Buyer Community Removal Notice:

(1) each MAE Removed Community identified therein shall automatically and immediately cease to be an Acquired Asset or a part of the Acquired Assets for all purposes of this Agreement;

(2) Schedule 2 shall be deemed automatically amended to remove such MAE Removed Community; and

(3) the Purchase Price shall be automatically reduced by an amount equal to the Allocation attributable to such MAE Removed Community, without any further action by the Parties and without any adjustment, offset, or other payment obligation arising therefrom.

(iii) No Termination Right; Minimum Communities. For the avoidance of doubt, no removal of any Community pursuant to this Section 2.1(d) shall give Sellers any right to terminate this Agreement or constitute a failure of any condition set forth in Article 9 or Article 10; provided, that at least one (1) Community remains on

Schedule 2 as of the applicable Closing Date. Nothing in this Section 2.1(d) shall limit or otherwise affect any separate termination rights of Buyer under Section 11.1.

2.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement (including Section 2.1), nothing herein shall be deemed to sell, transfer, assign, convey or deliver any assets of any Seller other than the Acquired Assets expressly set forth in Section 2.1, and all other assets shall be retained by the applicable Seller (the "Excluded Assets"). Without limiting the generality of the foregoing, the Excluded Assets shall include:

(a) any cash or cash equivalents, accounts, deposits, investment interests, or other financial assets of the Sellers and all accounts receivable, notes receivable, and other receivables of Sellers arising from or relating to the operation of the Business prior to the applicable Closing Date, together with any security, claim, remedy, or other right related to any of the foregoing;

(b) any Contracts that are not expressly assumed and assigned to Buyer pursuant to Section 2.5;

(c) all Causes of Action of any Seller, including any proceeds thereof, other than those expressly included in the Acquired Assets;

(d) all Causes of Action or any other claims held by or on behalf of any other Person (including any investment funds, creditors or any official committee in the Bankruptcy Cases);

(e) the Organizational Documents, minute books, equityholder records and other corporate, limited liability company or trust records of any Seller;

(f) any documents or records (i) required by applicable Legal Requirements to be retained by any Seller, (ii) that are subject to attorney-client privilege or work product doctrine, or (iii) the transfer of which would violate applicable Legal Requirements;

(g) all Tax refunds, credits and other Tax attributes of any Seller for Pre-Closing Tax Periods;

(h) all Plans and all Contracts, accounts, trusts, rights and other assets relating to the Plans;

(i) all insurance policies of the Sellers and any rights thereunder, except to the extent expressly included in the Acquired Assets;

(j) any rights, claims or causes of action of Sellers under this Agreement or any other Transaction Document;

(k) any (i) Removed Community and all assets associated with or attributable to any Removed Community (including the corresponding Operating Assets of the applicable Master Tenant Seller), for so long as such Removed Community has not been reinstated on Schedule 2 pursuant to Section 4.1(b) and (ii) any MAE Removed Community and all assets

associated with or attributable to any MAE Removed Community (including the corresponding Operating Assets of the applicable Master Tenant Seller); and

(l) any assets listed on Schedule 2.2(l).

2.3 Assumed Liabilities. Subject to entry of the Sale Order, upon the terms and subject to the conditions of this Agreement, at each applicable Closing (whether the Initial Closing or any Subsequent Closing), Buyer shall, effective at the time of such Closing, assume and agree to discharge and perform when due, only the following Liabilities of the Sellers relating to the Acquired Assets being transferred at such Closing (the "Assumed Liabilities"), and no other Liabilities:

(a) all Liabilities arising under the Assumed Contracts after the applicable Closing Date;

(b) all Cure Costs;

(c) all Liabilities arising from the ownership, use or operation of the Acquired Assets from and after the applicable Closing Date;

(d) all Liabilities with respect to (i) Taxes imposed on the Acquired Assets that are attributable to any Post-Closing Tax Period and (ii) Sales Taxes and Transfer Taxes;

(e) all employment, labor, compensation, pension, accrued leave entitlements, employee welfare and employee benefits related Liabilities relating to each Buyer Employee arising on or following the Closing or as otherwise specifically provided in Section 8.6 of this Agreement; and

(f) all Liabilities arising from the ownership of the Owned Real Property from and after the applicable Closing Date.

2.4 Excluded Liabilities. Notwithstanding any provision in this Agreement to the contrary, neither Buyer nor any Buyer Designee shall assume, nor shall Buyer or any of its applicable Buyer Designees be obligated to assume or be obliged to pay, perform or otherwise discharge, any Liability of, or Liability against, Sellers of any kind or nature, whether absolute, accrued, contingent or otherwise, whether due or to become due and whether or not known or unknown or currently existing or hereafter arising or matured or unmatured, direct or indirect, and however arising, other than the Assumed Liabilities, and Sellers shall be solely and exclusively liable with respect to all Liabilities of Sellers, other than the Assumed Liabilities (such Liabilities other than Assumed Liabilities, collectively, the "Excluded Liabilities").

2.5 Assignment and Assumption of Contracts.

(a) Assumed and Excluded Contracts.

(i) Schedule 2.5(a)(i) sets forth a list of all executory Contracts (including all Leases primarily involving or primarily related to the Business to which one or more of the Sellers are party) that Buyer has designated as requiring assignment and

assumption pursuant to Section 365 of the Bankruptcy Code (the "Assumed Contracts") (subject to the terms of this Section 2.5) and sets forth the Seller entity party to such Assumed Contract and Sellers' good faith estimate of the Cure Costs associated with each Assumed Contract as of the Execution Date. From and after the Execution Date but in any event not later than three (3) Business Days prior to the Sale Hearing, the Sellers shall make such additions or deletions to Schedule 2.5(a)(i) as Buyer shall request in writing in Buyer's reasonable discretion and Buyer shall be solely responsible for all Cure Costs and any other Liabilities arising from the designation of any such Contract as an Assumed Contract. Automatically upon the addition of any Contract to Schedule 2.5(a)(i), such Contract shall be an Assumed Contract for all purposes of this Agreement. Buyer shall be responsible for all Cure Costs with respect to Assumed Contracts, and Sellers shall have no Liability with respect thereto. Any deleted Contract shall be deemed to no longer be an Assumed Contract, and for the avoidance of doubt, no Party shall be responsible for any Cure Costs related thereto. The Parties acknowledge and agree that there will be no reduction in, or increase to, the Purchase Price as a result of (x) any change in Cure Costs or (y) any addition or elimination of any Contract as an Assumed Contract. All Contracts of Sellers that are not listed on Schedule 2.5(a)(i) shall not be considered an Assumed Contract or an Acquired Asset and shall be deemed "Excluded Contracts"; provided, that Buyer has the right at any time before the date that is three (3) Business Days prior to the applicable Closing Date (such date, the "Determination Date") to amend Schedule 2.5(a)(i) to remove from Schedule 2.5(a)(i) any Assumed Contract that is subject to a cure dispute with the counterparty thereto or other dispute with the counterparty thereto as to the assumption or assignment of such Assumed Contract that has not been resolved to the satisfaction of Buyer (in its sole discretion) prior to the Determination Date (any such Contract, a "Disputed Contract").

(ii) Sellers shall take all actions reasonably required to assume and assign the Assumed Contracts to Buyer or any of its applicable Buyer Designees, including taking all actions reasonably required to obtain an Order containing a finding that the proposed assumption and assignment of the Assumed Contracts to Buyer satisfies all applicable requirements of Section 365 of the Bankruptcy Code.

(iii) At each applicable Closing, (x) Sellers shall, pursuant to the Sale Order and the Assumption Agreement, assume and assign to Buyer or the applicable Buyer Designee (the consideration for which is included in the Purchase Price) each of the Assumed Contracts that is capable of being assumed and assigned in connection with such assumption and assignment (as agreed to among Buyer and Sellers or as determined by the Bankruptcy Court) and (y) Buyer shall assume and perform and discharge the Assumed Liabilities (if any) under the Assumed Contracts, pursuant to the Assumption Agreement.

(iv) No later than three (3) Business Days prior to the applicable Closing Date, Sellers shall provide Buyer with a list of all Disputed Contracts and the amount of Cure Costs that has been proposed by each such non-Seller counterparty for such Disputed Contracts. If Sellers, with the consent of Buyer, and the non-Seller counterparty with respect to any Disputed Contract, are unable to agree on Cure Costs or the assumption and assignment of such Disputed Contract within five (5) Business Days following the applicable Closing Date, Sellers shall, solely upon Buyer's written request

and at Buyer's sole cost and expense, use reasonable efforts to seek to have the amount of Cure Costs related to such Disputed Contract or the proposed assumption and assignment of such Disputed Contract determined by the Bankruptcy Court (a "Disputed Contract Determination") in accordance with the Bidding Procedures Order. Buyer shall be solely responsible for all costs and expenses arising from any such Disputed Contract Determination, including any related proceedings before the Bankruptcy Court. Upon a Disputed Contract Determination that prohibits assumption and assignment to Buyer, such Disputed Contract will automatically be an Excluded Contract. If assumption and assignment to Buyer is not prohibited, then Buyer may elect to re-designate such Assumed Contract as an Excluded Contract. If such Assumed Contract is not so re-designated, (x) the applicable Sellers shall promptly take such steps as are reasonably necessary, including, if applicable and reasonably practicable, promptly on delivery of no less than five (5) Business Days' notice to the non-Seller counterparty to such Contract, to cause such Contract to be assumed by the applicable Seller and assigned to Buyer, including by executing and delivering to Buyer an Assumption Agreement with respect to such Assumed Contract, and (y) Buyer shall pay the Cure Costs with respect to such Assumed Contract, either (i) concurrently with Sellers' assumption and assignment thereof to Buyer or (ii) as agreed in writing by Buyer and the applicable counterparty to such Assumed Contract.

(b) Previously Omitted Contracts.

(i) If prior to or following the Closing until the date of confirmation of a plan of liquidation or any other plan is confirmed in the Bankruptcy Cases, it is discovered that a Contract should have been listed on Schedule 2.5(a)(i) but was not listed on Schedule 2.5(a)(i) and has not been rejected by Sellers (any such Contract, a "Previously Omitted Contract"), Sellers shall, immediately following the discovery thereof (but in no event later than three (3) Business Days following the discovery thereof), notify Buyer in writing of such Previously Omitted Contract and all Cure Costs (if any) for such Previously Omitted Contract. Buyer shall thereafter deliver written notice to Sellers, no later than ten (10) Business Days following notification of such Previously Omitted Contract from Sellers, but in any event prior to confirmation of any plan confirmed in the Bankruptcy Cases, designating such Previously Omitted Contract as "Assumed" or "Rejected" (a "Previously Omitted Contract Designation"). A Previously Omitted Contract designated in accordance with this Section 2.5(b)(i) as "Rejected," or with respect to which Buyer fails to deliver a Previously Omitted Contract Designation, shall be an Excluded Contract.

(ii) If Buyer designates a Previously Omitted Contract as "Assumed" in accordance with Section 2.5(b)(i), Sellers shall serve a notice (the "Previously Omitted Contract Notice") on the counterparties to such Previously Omitted Contract notifying such counterparties of the Cure Costs with respect to such Previously Omitted Contract and Sellers' intention to assume and assign such Previously Omitted Contract in accordance with this Section 2.5. The Previously Omitted Contract Notice shall provide the counterparties to such Previously Omitted Contract with ten (10) Business Days to object, in writing to the Sellers and Buyer, to the Cure Costs or the assumption of its Contract. If the counterparties, Sellers and Buyer are unable to reach a consensual

resolution with respect to the objection, the Sellers will seek an expedited hearing before the Bankruptcy Court to determine the Cure Costs and approve the assumption. If no objection is served on the Sellers and Buyer, Sellers shall obtain an order of the Bankruptcy Court, which may be the Sale Order, fixing the Cure Costs and approving the assumption of the Previously Omitted Contract.

(c) Non-Assignment of Contracts and Permits. Notwithstanding anything contained in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer any Contract or any Permit, if, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code, an attempt at assignment or transfer thereof, without the consent or approval required or necessary for such assignment or transfer, would constitute a breach thereof or in any way adversely affect any of the rights of Buyer, as the assignee or transferee of such Contract or Permit (as the case may be) thereunder. If, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code and the commercially reasonable efforts of Sellers, such consent or approval is required but not obtained with respect to an Assumed Contract or a Permit, neither Sellers nor Buyer shall be in breach of this Agreement nor shall the Purchase Price be adjusted nor (but subject to the satisfaction of the conditions set forth in Section 9.4 (unless waived by Buyer in its sole and absolute discretion)) shall the applicable Closing be delayed in respect of the Assumed Contracts or the Permits; provided, however, if the applicable Closing occurs, then, with respect to any Assumed Contract or Permit for which consent or approval is required but not obtained, from and after such Closing, Sellers shall, at Buyer's request and at Buyer's sole cost and expense, use reasonable efforts to cooperate with Buyer in any reasonable arrangement Buyer may request to provide Buyer with all of the benefits of, or under, the applicable Assumed Contract or applicable Permit, including enforcement for the benefit of Buyer of any and all rights of Sellers against any party to the applicable Assumed Contract or applicable Permit arising out of the breach or cancellation thereof by such party; provided, however, to the extent that any such arrangement has been made to provide Buyer with the benefits of, or under, the applicable Assumed Contract or applicable Permit, from and after such Closing, Buyer shall be responsible for, and shall promptly pay all payment and other obligations under such Assumed Contract or Permit (all of which shall constitute, and shall be deemed to be, Assumed Liabilities hereunder) to the same extent as if such Assumed Contract or Permit had been assigned or transferred at the applicable Closing with respect to Assumed Contracts and Permits, and at such applicable later date specified in this Section 2.5(c) with respect to any additional Assumed Contracts. Any assignment to Buyer of any Assumed Contract or Permit that shall, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code, require the consent or approval of any Person for such assignment as aforesaid shall be made subject to such consent or approval being obtained. Without limiting the foregoing, (i) Buyer shall reimburse Seller out-of-pocket cooperation costs within ten (10) Business Days of invoice, subject to the following: (A) Buyer's aggregate reimbursement obligation under this Section 2.5(c) shall not exceed $10,000; (B) any individual cost or expense in excess of $1,000 shall require Buyer's prior written approval (email being sufficient) before being incurred; and (C) each invoice shall be accompanied by reasonable supporting detail of the costs incurred; (ii) Sellers have no obligation to provide dedicated or full-time personnel or to take any action that would unreasonably interfere with the administration of the Bankruptcy Cases; and (iii) Sellers make no representation that any regulatory approval will be obtained within any particular timeframe, and regulatory delay does not give Buyer any termination right or constitute a Seller breach.

2.6 Further Assurances. At and after each applicable Closing, and without further consideration therefor, the Parties shall execute and deliver such further instruments and certificates as shall be necessary or desirable (i) to vest, perfect or confirm ownership (of record or otherwise) in Buyer or one or more Buyer Designees of Sellers' right, title or interest in, to or under any or all of the Acquired Assets free and clear of all Liens (other than Permitted Liens), (ii) to confirm assumption by Buyer or one or more Buyer Designees of all obligations related to the Assumed Liabilities, or (iii) to otherwise effectuate the purposes and intent of this Agreement and the other Transaction Documents or for aiding, assisting, collecting and reducing to possession any of the Acquired Assets or the Assumed Liabilities and exercising rights with respect thereto. Each of the Parties shall take, or cause to be taken, all actions, do or cause to be done all things as may be reasonably requested by the other Parties in order to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in Buyer or one or more Buyer Designees or otherwise to carry out this Agreement, and shall execute and deliver all deeds, bills of sale, instruments of conveyance, powers of attorney, assignments, assumptions and assurances, and as may be required to consummate the transactions contemplated by this Agreement.

2.7 Resident Agreements. Each Master Tenant Seller shall assign, transfer and deliver, or shall cause to be assigned, transferred, and delivered, as applicable, to Buyer or a Buyer Designee, all right, title and interest of such Master Tenant Seller in and to the Resident Agreements relating to the applicable Community (regardless of whether such Resident Agreements are in the name of the applicable Master Tenant Seller or any other Person, including any Affiliate of such Master Tenant Seller or any third-party manager or operator), together with all security deposits and prepaid rents held thereunder. To the extent any Resident Agreement is not in the name of the applicable Master Tenant Seller, such Master Tenant Seller shall use reasonable best efforts to cause the Person holding such Resident Agreement to assign and transfer all right, title and interest in and to such Resident Agreement (including all security deposits and prepaid rents held thereunder) directly to Buyer or a Buyer Designee, or first to such Master Tenant Seller and then to Buyer or a Buyer Designee, in either case effective as of the applicable Closing Date. Buyer or its designee shall, on and as of the applicable Closing Date, assume and agree to perform, fulfill and comply with all covenants and obligations under the Resident Agreements which first arise or accrue on and after the applicable Closing Date. Notwithstanding the foregoing, the Resident Agreements shall not be assigned to a New Licensee until such New Licensee receives the New Licensee Permit.

ARTICLE 3
PURCHASE PRICE; DEPOSIT

3.1 Consideration. The aggregate consideration (the "Purchase Price") for the purchase, sale, assignment and conveyance of Sellers' right, title and interest in, to and under the Acquired Assets shall consist of:

(a) an aggregate amount equal to (i) with respect to the Initial Closing, the sum of all Allocations set forth on Schedule 2 as of the Initial Closing Date (as adjusted for any Removed Communities pursuant to Section 2.1(c)(iii) or MAE Removed Communities pursuant to Section 2.1(d)) (the "Closing Cash Payment") and (ii) in the case of any Subsequent Closing, the sum of the Allocations set forth on Schedule 2 attributable to the Back-Up Bidder

Communities being transferred at such Subsequent Closing pursuant to Section 4.1(b)(ii)(C) (the "Subsequent Closing Cash Payment") (for the avoidance of doubt, in no event will the sum of the Closing Cash Payment and Subsequent Closing Cash Payment exceed the sum of the Allocations set forth on Schedule 2 as of the Execution Date); and

(b) the assumption by Buyer or any of its applicable Buyer Designees of the Assumed Liabilities from Sellers.

3.2 Deposit.

(a) Concurrently with the execution of this Agreement, (i) Sellers and Buyer shall execute and deliver to each other an escrow agreement in a mutually agreeable form (the "Escrow Agreement"), and (ii) Buyer shall deposit with the Escrow Agent an amount equal to the Escrow Amount (the "Deposit") pursuant to and in accordance with the terms of the Escrow Agreement. All fees, costs and expenses payable to the Escrow Agent pursuant to the terms of the Escrow Agreement shall be borne and timely paid by Buyer. The Deposit shall not be subject to any lien, attachment, trustee process or any other judicial process of any creditor of any Seller or Buyer, except as required by the Escrow Agreement. The Deposit shall be deposited in an interest-bearing account. For the avoidance of doubt, the Deposit shall not be considered property of any Seller's estate under section 541 of the Bankruptcy Code.

(b) The Deposit shall, as applicable pursuant to this Section 3.2(b), be credited against the Purchase Price at Closing, and otherwise held and disbursed pursuant to the terms of the Escrow Agreement, the Bidding Procedures Order and this Agreement, and Sellers and Buyer shall deliver joint written instructions pursuant to and in accordance with the Escrow Agreement instructing the Escrow Agent to comply with the following:

(i) if a Community listed on Schedule 2 as of the Execution Date becomes a Removed Community pursuant to Section 2.1(c)(i) (x) but is not designated as a Back-Up Bidder Community pursuant to Section 2.1(c)(iv) or (y) is designated as a Back-Up Bidder Community pursuant to Section 2.1(c)(iv) but is not reincluded on Schedule 2 pursuant to a Reinclusion Notice in accordance with Section 4.1(b) prior to the Initial Closing, then, in each case, the Closing Cash Payment shall be reduced on a dollar for dollar basis by the pro rata share of the Deposit attributable to such Removed Communities (which, for the avoidance of doubt, shall be based on the Allocation attributable to each such Community relative to the Allocations attributable to all other Communities included on Schedule 2 as of the Execution Date);

(ii) if a Community listed on Schedule 2 as of the Execution Date becomes a MAE Removed Community pursuant to Section 2.1(d), then, in each case, the Closing Cash Payment shall be reduced on a dollar for dollar basis by the pro rata share of the Deposit attributable to such MAE Removed Community (which, for the avoidance of doubt, shall be based on the Allocation attributable to each such Community relative to the Allocations attributable to all other Communities included on Schedule 2 as of the Execution Date);

(iii) if any Closing shall occur, then the pro rata share of the Deposit attributable to the Communities being transferred to Buyer or the applicable Buyer Designee at such Closing (which, for the avoidance of doubt, shall be based on the Allocation attributable to each such Community relative to the Allocations attributable to all other Communities included on Schedule 2 as of the Execution Date) (together with any interest or earnings thereon) shall be credited against and applied toward the Closing Cash Payment or Subsequent Closing Cash Payment, as applicable;

(iv) if this Agreement is terminated prior to the Initial Closing by (A) Sellers pursuant to Section 11.1(d)(i) or (B) by Buyer pursuant to Section 11.1(b)(i),Section 11.1(b)(ii) or Section 11.1(b)(iv), in each case in circumstances where the Sellers would be entitled to terminate this Agreement pursuant to Section 11.1(d)(i), then the Deposit (together with any interest or earnings thereon) shall be promptly delivered to Sellers no later than five (5) Business Days after such termination; and

(v) if this Agreement is terminated other than as described in Section 3.2(b)(iv), then the Deposit (together with any interest or earnings thereon) shall be promptly returned to Buyer no later than five (5) Business Days following the Closing of the last Alternative Transaction to occur with respect to the Communities identified on Schedule 2;

(vi) if any Community has been designated as a Back-Up Bidder Community pursuant to Section 2.1(c)(iv), Buyer has received a Reinclusion Notice, the Subsequent Closing with respect to such Community does not occur within sixty (60) days following the delivery of such Reinclusion Notice (a "Subsequent Closing Deadline"), and the conditions to Closing set forth in Article 9 have been satisfied or waived as of the Subsequent Closing Deadline, then the pro rata share of the Deposit attributable to such Back-Up Bidder Community (which, for the avoidance of doubt, shall be based on the Allocation attributable to such Community relative to the Allocations attributable to all other Communities included on Schedule 2 as of the Execution Date) (together with any interest or earnings thereon) shall be released to Sellers as liquidated damages and as the sole and exclusive remedy of Sellers against Buyer for such failure no later than five (5) Business Days after such Subsequent Closing Deadline; and

(vii) if any Community has been designated as a Back-Up Bidder Community pursuant to Section 2.1(c)(iv), upon the closing of an Alternative Transaction with respect to such Community the pro rata share of the Deposit attributable to such Back-Up Bidder Community (which, for the avoidance of doubt, shall be based on the Allocation attributable to such Community relative to the Allocations attributable to all other Communities included on Schedule 2 as of the Execution Date) (together with any interest or earnings thereon) shall be promptly returned to Buyer no later than five (5) Business Days following the closing of such Alternative Transaction.

(c) In the event the Deposit becomes payable to Buyer or the Sellers pursuant to Section 3.2(b), the Parties agree to cause the Escrow Agent to disburse the Deposit to Buyer or Sellers, as applicable, by wire transfer of immediately available funds to an account designated by the applicable Party in writing.

3.3 Allocation of Purchase Price.

(a) Sellers and Buyer have agreed to allocate the amount set forth on Schedule 2 as the purchase price for the portion of Acquired Assets that is attributable to the Real Property Assets for purposes of recording the Deeds and filing any applicable transfer tax declarations or similar documentation. The Parties agree to use two separate line items on a single closing statement to separately account for the simultaneous Closing of the purchase and sale of (i) the Real Property Assets and (ii) the Operating Assets, in accordance with the foregoing allocation (such allocation, the "Purchase Price Allocation"). The Purchase Price Allocation is only intended to be utilized for state and local transfer tax and real property assessment tax purposes and not for federal or state income tax, which shall be governed by Section 3.3(b) and Section 3.3(c).

(b) Sellers and Buyer shall agree to allocate the Purchase Price and any other amounts treated as consideration for applicable Tax purposes to be paid for the Acquired Assets, including the Owned Real Property, in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder and the allocation statement to be mutually agreed upon by the Parties. The Sellers shall prepare and deliver to Buyer within one-hundred twenty (120) days after the Initial Closing Date a schedule (such statement, the "Initial Closing Allocation Statement") allocating the Purchase Price (plus other relevant items) among the Acquired Assets as of the beginning of the day after the Closing Date. If Buyer does not object to the Initial Closing Allocation Statement within thirty (30) days of receipt thereof, then the Initial Closing Allocation Statement shall become final and binding on the Parties. Buyer shall provide any objection to the Initial Closing Allocation Statement in writing to the Sellers and shall state the basis for such objection in reasonable detail, and the Parties shall negotiate in good faith to resolve promptly any such objection. The Initial Closing Allocation Statement shall be final and binding upon Sellers and Buyer with respect to the matters relating to required tax reporting by each such Party. The Parties will not take any position (whether in audits, Tax Returns, or otherwise) that is inconsistent with the Initial Closing Allocation Statement. Notwithstanding the foregoing and for the avoidance of doubt, the Initial Closing Allocation Statement shall not be binding for the purposes of the actual distribution of any proceeds of the transactions contemplated by this Agreement as between Sellers.

(c) Following each Subsequent Closing, Sellers shall prepare and deliver to Buyer within one hundred twenty (120) days after the applicable Subsequent Closing Date a schedule (each such statement, a "Subsequent Closing Allocation Statement") allocating the Purchase Price (plus other relevant items) applicable to such Closing among the applicable Acquired Assets as of the beginning of the day after the applicable Subsequent Closing Date. If Buyer does not object to the applicable Subsequent Closing Allocation Statement within thirty (30) days of receipt thereof, then such Subsequent Closing Allocation Statement shall become final and binding on the Parties. Buyer shall provide any objection to any Subsequent Closing Allocation Statement in writing to Sellers and shall state the basis for such objection in reasonable detail, and the Parties shall negotiate in good faith to resolve promptly any such objection. Each Subsequent Closing Allocation Statement shall be final and binding upon Sellers and Buyer with respect to the matters relating to required tax reporting by each such Party. The Parties will not take any position (whether in audits, Tax Returns, or otherwise) that is inconsistent with any Subsequent Closing Allocation Statement. Notwithstanding the foregoing and for the avoidance

of doubt, the Subsequent Closing Allocation Statement shall not be binding for the purposes of the actual distribution of any proceeds of the transactions contemplated by this Agreement as between Sellers.

ARTICLE 4
CLOSING AND DELIVERIES

4.1 Closing Date.

(a) Initial Closing. Upon the terms and subject to the conditions hereof, the initial closing of the sale of the Acquired Assets then listed on Schedule 2 (as modified pursuant to Section 2.1(c)) and the assumption of the Assumed Liabilities relating thereto (other than those pertaining to Previously Omitted Contracts pursuant to Section 2.5(b) and Disputed Contracts pursuant to Section 2.5(a)) (the "Initial Closing") shall take place remotely by electronic mail or other electronic exchange of documents, among and between the Parties or their respective counsel (which shall include delivery of the Purchase Price, the Transaction Documents and any other documentation or funds to be delivered or exchanged at Closing (including any title insurance policy) to the Title Company pursuant to the Title Company Agreement), no later than the first day of the first month after the later of (a) three (3) Business Days following the date on which all the conditions set forth in Article 9 and Article 10 have been satisfied or (if permissible) waived by the Party entitled to waive such condition (other than the conditions which by their nature are to be satisfied at the Initial Closing, but subject to the satisfaction or (if permissible) waiver of such conditions), or (b) sixty (60) days from the Sale Hearing, or on such other date and time as Sellers and Buyer may mutually agree in writing (such date, the "Initial Closing Date"). Upon consummation of the Initial Closing, the purchase and sale of the Acquired Assets and the assumption of the Assumed Liabilities, and the Initial Closing, shall be deemed to have occurred as of 12:01 a.m. (Michigan time) on the Initial Closing Date.

(b) Subsequent Closings for Back-Up Bidder Communities.

(i) Reinclusion of Back-Up Bidder Communities. If (A) any Removed Community constitutes a Back-Up Bidder Community, (B) the transaction with respect to such Back-Up Bidder Community between the Sellers and the applicable higher or better bidder is not consummated for any reason and (C) such Back-Up Bidder Community has not otherwise been transferred to another Person, then Sellers shall have the right, exercisable in their sole discretion, to notify Buyer in writing (a "Reinclusion Notice") that such Back-Up Bidder Community is reinstated as an Acquired Asset under this Agreement. The Reinclusion Notice shall: (x) identify the applicable Back-Up Bidder Community by reference to Schedule 2; (y) confirm the Allocation attributable to such Back-Up Bidder Community; and (z) specify the proposed date for the Subsequent Closing (which shall be no later than the first day of the first month after sixty (60) days after delivery of the Reinclusion Notice, subject to clause (ii) below).

(ii) Conduct of Subsequent Closing. On or prior to the date that is the first day of the first month after sixty (60) days following the delivery of a Reinclusion Notice (or such other date as Sellers and Buyer may mutually agree in writing) (each such date, a "Subsequent Closing Date"), the Parties shall consummate an additional

closing (each, a "Subsequent Closing") with respect to the applicable Back-Up Bidder Community. At each Subsequent Closing:

(A) the applicable DST Seller shall convey to Buyer or a Buyer Designee, free and clear of all Liens (other than Permitted Liens), all of such DST Seller's right, title and interest in and to the Owned Real Property related to such Community, as set forth on Schedule 2, pursuant to a Deed and such other instruments of conveyance as are customary and appropriate;

(B) the applicable Master Tenant Seller shall transfer to Buyer or a Buyer Designee, free and clear of all Liens (other than Permitted Liens), the applicable Operating Assets related to such Back-Up Bidder Community, as set forth on Schedule 2;

(C) Buyer shall pay to Sellers, by wire transfer of immediately available funds to an account designated by the Sellers, an amount equal to the Allocation attributable to the applicable Back-Up Bidder Community, as set forth on Schedule 2; and

(D) the Parties shall deliver such other documents and instruments as are required by Section 4.2 and Section 4.3, mutatis mutandis, with respect to the Acquired Assets being transferred at such Subsequent Closing.

(iii) Conditions to Subsequent Closing. The obligations of each Party to consummate any Subsequent Closing are subject to the satisfaction or waiver, as of such Subsequent Closing Date, of the conditions set forth in Article 9 and Article 10 (as applicable), mutatis mutandis, with respect to the Acquired Assets being transferred at such Subsequent Closing, including, without limitation, the entry of the Sale Order (or a supplemental order of the Bankruptcy Court, if required) authorizing the transfer of the applicable Back-Up Bidder Community to Buyer on the terms set forth in this Agreement.

(iv) No Obligation to Deliver Reinclusion Notice. For the avoidance of doubt, Sellers shall have no obligation to deliver a Reinclusion Notice with respect to any Back-Up Bidder Community and may determine, in their sole discretion, not to reinclude any Back-Up Bidder Community as an Acquired Asset. The failure of Sellers to deliver a Reinclusion Notice shall not constitute a breach of this Agreement or give Buyer any claim or right of action against any Seller.

(v) Multiple Subsequent Closings. There may be more than one Subsequent Closing, one for each Back-Up Bidder Community (or group of Back-Up Bidder Communities) for which a Reinclusion Notice is delivered. Each Subsequent Closing shall be independent of, and shall not be conditioned upon, any other Subsequent Closing.

(vi) Survival of Agreement. Notwithstanding anything to the contrary in Article 11, this Agreement shall survive the Initial Closing and shall remain in full force and effect with respect to any Back-Up Bidder Communities and any potential Subsequent Closings until the earliest of (A) the consummation of a Subsequent Closing

with respect to all Back-Up Bidder Communities, (B) the date on which Sellers deliver written notice to Buyer that they have elected not to deliver a Reinclusion Notice with respect to any remaining Back-Up Bidder Community, or (C) the Back-Up Bid Termination Date applicable to the last remaining Back-Up Bidder Community.

4.2 Buyer's Deliveries. At each Closing (whether the Initial Closing or any Subsequent Closing), Buyer shall deliver (or cause one or more of its Affiliates or Buyer Designees to deliver) to Sellers, in escrow with the Title Company pursuant to this Article 4 and the Title Company Agreement:

(a) payment of the Closing Cash Payment (or, in the case of a Subsequent Closing, the Subsequent Closing Cash Payment) (less the amount of the Deposit credited thereto pursuant to Section 3.2) by wire transfer of immediately available funds to an account designated by the Sellers;

(b) the Assumption Agreement, the Bill of Sale, any Bridging Agreement required pursuant to Section 7.11, and each other Transaction Document to which Buyer is a party, duly executed by Buyer or the applicable Buyer Designee;

(c) joinders or other instruments, in form reasonably acceptable to Sellers, pursuant to which each Buyer Designee assumes its applicable obligations under this Agreement;

(d) the certificates of Buyer to be received by Sellers pursuant to Sections 10.1 and 10.3;

(e) a FIRPTA – Notice of Settlement Agent Responsibility in a form reasonably acceptable to the Title Company, duly executed by Buyer; and

(f) such other documents as Sellers may reasonably request that are customary for a transaction of this nature and necessary to evidence or consummate the transactions contemplated by this Agreement.

4.3 Sellers' Deliveries. At each Closing (whether the Initial Closing or any Subsequent Closing), Sellers shall deliver to Buyer, in escrow with the Title Company pursuant to this Article 4 and the Title Company Agreement:

(a) the Bill of Sale, the Assumption Agreement, the Bridging Agreements, the Deeds (with respect to each Owned Real Property or Back-Up Bidder Community being transferred at such Closing), and each other Transaction Document to which any Seller is a party, duly executed by the applicable Sellers;

(b) a copy of the Sale Order;

(c) the certificates of Sellers to be received by Buyer pursuant to Sections 9.1 and 9.2;

(d) such customary affidavits, certificates, and other documents as may be reasonably required by the Title Company and are customary for a transaction of this nature and do not impose any material post-Closing liability on Sellers; and

(e) such other documents as Buyer may reasonably request that are customary for a transaction of this nature and necessary to evidence or consummate the transactions contemplated by this Agreement.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as set forth in the Disclosure Schedules, Sellers hereby jointly and severally represent and warrant to Buyer that, as of the date hereof:

5.1 Status. Each Seller is duly organized, validly existing, and in good standing (to the extent the concept is recognized by the applicable jurisdiction) under the Legal Requirements of the jurisdiction in which it is organized. Each Seller has all requisite corporate or similar organizational power and authority to own, operate, or lease its properties and assets and to carry on its business as now being conducted. Each Seller is legally qualified to transact business as a foreign entity in all jurisdictions where the nature of its properties and the conduct of its business as now conducted require such qualification, except where the failure to be so qualified would not have a Material Adverse Effect.

5.2 Power and Authority. Each Seller has all requisite corporate or similar organizational power and authority to execute and deliver each of the Transaction Documents to which such Seller is a party, to perform its obligations hereunder or thereunder, and to consummate the transactions contemplated hereby and thereby, subject to obtaining Bankruptcy Court approval pursuant to the Sale Order. All acts or proceedings required to be taken by the Sellers to authorize the execution and delivery of this Agreement and the performance of the Sellers' obligations hereunder and thereunder have been properly taken.

5.3 Enforceability. Each Transaction Document to which a Seller is a party has been duly authorized, executed, and delivered by such Seller, and, assuming the due and valid authorization, execution, and delivery of such Transaction Document by the other parties thereto, such Transaction Document constitutes the legal, valid, and binding obligation of such Seller, enforceable against it in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar Legal Requirements affecting or relating to creditors' rights generally and general equitable principles (the "Bankruptcy and Equity Exceptions").

5.4 No Violation; Consents and Approvals. Except as set forth on Section 5.4 of the Disclosure Schedules, the execution and delivery by each Seller of each of the Transaction Documents to which such Seller is a party and the consummation by it of the transactions contemplated hereby or thereby will not (a) violate any provision of the Organizational Documents of such Seller, (b) violate any material Legal Requirement applicable to, binding upon, or enforceable against such Seller, or (c) result in the creation or imposition of any Lien upon any of the material property or material assets of such Seller. Other than Bankruptcy Court approval

pursuant to the Sale Order, and except for any approvals, consents, waivers, authorizations, declarations, filings or notices that may be required under Contracts or Legal Requirements and are addressed pursuant to Section 2.5 or the Bankruptcy Code, no approval, consent, waiver, authorization, or other order of, and no declaration, filing, registration, qualification, recording, or other action or filing with, any Governmental Authority or any other Person is required to be obtained or made by or on behalf of such Seller in connection with the execution, delivery, or performance of the Transaction Documents to which it is a party in accordance with the terms and conditions thereof, except where failure to obtain such approval, consent, waiver, authorization, or other order, or to make such declaration, filing, registration, qualification, recording, or other action, would not be material to such Seller.

5.5 Title to Properties. Each Seller has, and immediately prior to the applicable Closing will have, such right, title and interest in and to the Acquired Assets to be transferred by such Seller at such Closing as is necessary to permit such Seller to transfer such Acquired Assets to Buyer pursuant to this Agreement. Upon consummation of the applicable Closing and entry of the Sale Order, Buyer shall acquire all right, title and interest of the applicable Sellers in and to such Acquired Assets, free and clear of all Liens (other than Permitted Liens and Assumed Liabilities), in each case to the maximum extent permitted under Sections 105, 363 and 365 of the Bankruptcy Code.

5.6 Affiliate Transactions. Except for this Agreement and the other Transaction Documents, Section 5.6 of the Disclosure Schedules sets forth a true and complete list of all Contracts between (i) any Seller or any of its Affiliates (excluding the other Sellers), on the one hand, and (ii) any other Seller, on the other hand.

5.7 Brokers. Except with respect to the brokers representing Sellers in this transaction, Raymond James & Associates, Inc., the Sellers have not incurred any obligation for any finder's or broker's or agent's fees or commissions or similar compensation in connection with the transactions contemplated hereby.

5.8 Healthcare Matters. To the Knowledge of Sellers, each Community is operated pursuant to a healthcare license or permit issued by the applicable Governmental Authority in the state in which such Community is located to the extent required by applicable Legal Requirements, and each such license or permit is held in the name of the entity identified as the licensed operator of such Community in the due diligence materials made available to Buyer in the Data Room as of the date such materials were prepared. To the Knowledge of Sellers, no Governmental Authority has issued written notice to Sellers of any formal proceeding to revoke or suspend any Healthcare Permit held by Sellers with respect to the Communities. The representations contained in this Section constitute the sole and exclusive representations of Sellers with respect to healthcare regulatory matters, and Buyer acknowledges that it has conducted its own independent diligence with respect to all such matters.

5.9 NO OTHER REPRESENTATIONS AND WARRANTIES. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS ARTICLE 5, NONE OF THE SELLERS NOR ANY OTHER PERSON MAKES ANY REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, STATUTORY, OR EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE SELLERS OR ANY OF THEIR RESPECTIVE BUSINESSES,

OPERATIONS, ASSETS, LIABILITIES, CONDITION (FINANCIAL OR OTHERWISE), OR PROSPECTS. BUYER HEREBY EXPRESSLY WAIVES ANY CLAIMS AND CAUSES OF ACTION AND ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, IN EACH CASE, RELATING TO THE ACCURACY, COMPLETENESS OR MATERIALITY OF ANY INFORMATION, DATA, OR OTHER MATERIALS (WRITTEN OR ORAL) HERETOFORE FURNISHED TO BUYER AND ITS REPRESENTATIVES BY OR ON BEHALF OF THE SELLERS. WITHOUT LIMITING THE FOREGOING, NONE OF THE SELLERS NOR ANY OTHER PERSON IS MAKING ANY REPRESENTATION OR WARRANTY TO BUYER WITH RESPECT TO ANY FINANCIAL PROJECTION OR FORECAST RELATING TO THE BUSINESS, OPERATIONS, ASSETS, LIABILITIES, CONDITION (FINANCIAL OR OTHERWISE), OR PROSPECTS OF THE SELLERS.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Sellers as of the date hereof:

6.1 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 has the requisite power and authority to own or lease and to operate and use its properties and to carry on its business as now conducted.

6.2 Power and Authority. Buyer has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. All acts or proceedings required to be taken by Buyer to authorize the execution and delivery of this Agreement and the performance of Buyer's obligations hereunder have been properly taken.

6.3 Enforceability. This Agreement has been duly authorized, executed, and delivered by Buyer, and, assuming the due and valid authorization, execution, and delivery of this Agreement by the Sellers, this Agreement constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as the same may be limited by the Bankruptcy and Equity Exceptions.

6.4 No Violations; Consents and Approvals. The execution and delivery of this Agreement by Buyer, and the consummation by it of the transactions contemplated hereby, will not (i) violate any provision of the Organizational Documents of Buyer, (ii) violate any material Legal Requirement applicable to, binding upon, or enforceable against Buyer, (iii) result in any material breach of, or constitute a material default (or an event which would, with the passage of time or the giving of notice or both, constitute a material default) under, or give rise to a right of payment under or the right to terminate, any Contract to which Buyer is a party or bound, or (iv) result in the creation or imposition of any Lien upon any of the material property or material assets of Buyer. No approval, consent, waiver, authorization, or other order of, and no declaration, filing, registration, qualification, recording, or other action or filing with, any Governmental Authority or any other Person is required to be obtained or made by or on behalf of Buyer in connection with the execution, delivery, or performance of this Agreement and the consummation of the Initial

Closing or any Subsequent Closing hereunder in accordance with the terms and conditions of this Agreement, except where failure to obtain such approval, consent, waiver, authorization, or other order, or to make such declaration, filing, registration, qualification, recording, or other action, would not be material to Buyer taken as a whole.

6.5 Sufficient Funds. Buyer has, and at the applicable Closing will have, immediately available funds in cash in an amount sufficient to pay the Purchase Price and all other amounts payable by Buyer pursuant to this Agreement at such Closing and to consummate the transactions contemplated hereby.

6.6 Brokers. Buyer has not incurred any obligation for any finder's or broker's or agent's fees or commissions or similar compensation in connection with the transactions contemplated hereby for which the Sellers may be liable.

6.7 NO OTHER REPRESENTATIONS AND WARRANTIES. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF BUYER SET FORTH IN THIS ARTICLE 6, BUYER ACKNOWLEDGES AND AGREES THAT NONE OF THE SELLERS NOR ANY OTHER PERSON MAKES ANY REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, STATUTORY, OR EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE SELLERS OR ANY OF THEIR RESPECTIVE BUSINESSES, OPERATIONS, ASSETS, LIABILITIES, CONDITION (FINANCIAL OR OTHERWISE), OR PROSPECTS. BUYER HEREBY EXPRESSLY WAIVES ANY CLAIMS AND CAUSES OF ACTION AND ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, IN EACH CASE, RELATING TO THE ACCURACY, COMPLETENESS OR MATERIALITY OF ANY INFORMATION, DATA, OR OTHER MATERIALS (WRITTEN OR ORAL) HERETOFORE FURNISHED TO BUYER AND ITS REPRESENTATIVES BY OR ON BEHALF OF THE SELLERS. WITHOUT LIMITING THE FOREGOING, NONE OF THE SELLERS, NOR ANY OTHER PERSON, IS MAKING ANY REPRESENTATION OR WARRANTY TO BUYER WITH RESPECT TO ANY FINANCIAL PROJECTION OR FORECAST RELATING TO THE BUSINESS, OPERATIONS, ASSETS, LIABILITIES, CONDITION (FINANCIAL OR OTHERWISE), OR PROSPECTS OF THE SELLERS.

6.8 "AS IS WHERE IS" ACKNOWLEDGEMENT. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLERS SET FORTH IN Article 5, BUYER IS PURCHASING THE ACQUIRED ASSETS ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS. BUYER ACKNOWLEDGES THAT IT HAS CONDUCTED ITS OWN INDEPENDENT INVESTIGATION, REVIEW AND ANALYSIS OF THE BUSINESS, THE FACILITIES AND THE ACQUIRED ASSETS, AND ACKNOWLEDGES THAT IT HAS BEEN PROVIDED ADEQUATE ACCESS TO THE PERSONNEL, PROPERTIES, ASSETS, PREMISES, BOOKS AND RECORDS, AND OTHER DOCUMENTS AND DATA OF SELLERS FOR SUCH PURPOSE. BUYER ACKNOWLEDGES AND AGREES THAT: (A) IN MAKING ITS DECISION TO ENTER INTO THIS AGREEMENT AND TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED HEREBY, BUYER HAS RELIED SOLELY UPON ITS OWN INVESTIGATION AND THE REPRESENTATIONS AND WARRANTIES OF SELLERS EXPRESSLY SET FORTH IN Article 5 AND IN THE OTHER TRANSACTION

DOCUMENTS; AND (B) NONE OF SELLERS, THEIR AFFILIATES OR THEIR RESPECTIVE REPRESENTATIVES HAS MADE ANY REPRESENTATION OR WARRANTY AS TO SELLERS, THE BUSINESS, THE FACILITIES OR THE ACQUIRED ASSETS, EXCEPT AS EXPRESSLY SET FORTH IN Article 5 AND IN THE OTHER TRANSACTION DOCUMENTS. WITHOUT LIMITING THE FOREGOING, BUYER ACKNOWLEDGES THAT BUYER HAS NOT RELIED ON ANY PROJECTIONS, FORECASTS, ESTIMATES OR BUDGETS DELIVERED TO OR MADE AVAILABLE TO BUYER OF FUTURE REVENUES, FUTURE RESULTS OF OPERATIONS, FUTURE CASH FLOWS OR FUTURE FINANCIAL CONDITION OF THE BUSINESS OR THE FACILITIES.

ARTICLE 7
ACTIONS PRIOR TO THE CLOSING DATE

7.1 Access and Reports.

(a) During the period from and including the Execution Date through and including the Initial Closing Date or the earlier termination of this Agreement in accordance with the provisions of Article 11, Sellers shall use commercially reasonable efforts to afford Buyer and its Representatives reasonable access, upon reasonable notice during normal business hours, to the senior executive officers of the Sellers and to the books and records of the Sellers and all records concerning the Business and Acquired Assets, in each case to the extent such books and records are with the possession, custody, or control of Sellers, and Sellers shall instruct such senior executive officers to reasonably cooperate with Buyer and its Representatives regarding the same; provided, that (i) such access does not unreasonably interfere with the operation of the Business or the Sellers' other businesses and shall be subject to the Sellers' reasonable security measures and insurance requirements; and (ii) Buyer and its authorized agents and representatives shall not contact or otherwise communicate with the Employees or the employees (other than executive employees), customers, or suppliers of the Sellers, unless, in each instance, approved in writing in advance by the Sellers, which approval shall not be unreasonably withheld. Notwithstanding anything contained in this Agreement to the contrary, none of Buyer or its Representatives or any Buyer Designees shall have any right to perform or conduct, or cause to be performed or conducted, any environmental sampling or testing at, in, on or underneath any of Sellers' properties without written consent from the Sellers, which consent shall not be unreasonably withheld. Buyer will protect, indemnify, defend, save, and hold Sellers, their manager, partners, agents, representatives, and their respective successors and assigns, harmless from and against any claims for injury or death to persons, damage to property or other demands, suits, obligations, losses, damages or claims, and costs and expenses, including attorneys' fees and litigation costs, arising out of any action of any person or firm entering the Owned Real Property on Buyer's behalf as aforesaid, including claims made by any occupant against Seller for Buyer's entry into such occupant's premises or any interference with any occupant's use or damage to its premises or property in connection with Buyer's review of the Owned Real Property, which indemnity will survive the Closing and any termination of this Agreement without the Closing having occurred.

(b) This Section 7.1 shall not require Sellers to permit any access to, or to disclose (i) any information that, in the reasonable, good faith judgment (after consultation with counsel, which may be in-house counsel) of the Sellers, is reasonably likely to result in any violation of any Legal Requirement or any Contract to which any Seller is a party or cause any

privilege (including attorney-client privilege) that Sellers would be entitled to assert to be undermined with respect to such information and such undermining of such privilege could in the Sellers' good faith judgment (after consultation with counsel, which may be in-house counsel) adversely affect in any material respect Sellers' position in any pending or, what the Sellers believe in good faith (after consultation with counsel, which may be in-house counsel) could be, future litigation, (ii) personnel files, workers' compensation files, employee medical files (including employee "protected health information" (as defined in HIPAA)), and other employee books and records, or (iii) if any Seller, on the one hand, and Buyer or any of its Affiliates, on the other hand, are adverse parties in a litigation, any information that is reasonably pertinent thereto; provided, that, in the case of clause (i), the Parties shall cooperate in seeking to find a way to allow disclosure of such information to the extent doing so (A) would not be reasonably likely to result in the violation of any such Legal Requirement or Contract or be reasonably likely to cause such privilege to be undermined or (B) could reasonably be managed through the use of customary "clean-room" arrangements pursuant to which non-employee Representatives of Buyer could be provided access to such information.

7.2 Title Matters. Prior to the applicable Closing Date, Buyer shall have the right to obtain, at its sole cost and expense, title commitments and, to the extent available, surveys with respect to the Owned Real Property (or, in the case of a Subsequent Closing, the applicable Back-Up Bidder Community). From the date hereof until the earlier of the applicable Closing Date or the termination of this Agreement, Sellers shall reasonably cooperate with Buyer in obtaining (i) an owner's extended coverage title insurance policy with respect to each Owned Real Property, issued by a nationally recognized title insurance company duly licensed in the relevant jurisdiction, written as of the applicable Closing Date, insuring fee simple title to each Owned Real Property, free and clear of any Liens other than Permitted Liens, and (ii) an appropriately certified ALTA/NSPS Land Title Survey with respect to each Owned Real Property showing no Liens other than Permitted Liens.

7.3 Operations Prior to the Applicable Closing Date.

(a) Sellers shall use commercially reasonable efforts to operate the Business in the Ordinary Course of Business in all material respects and to preserve substantially intact the Acquired Assets, subject to (i) actions expressly contemplated by this Agreement, (ii) actions disclosed on Schedule 7.3, (iii) actions taken with Buyer's prior written consent (not to be unreasonably withheld, conditioned or delayed) and (iv) actions required by applicable Legal Requirements or the Bankruptcy Court.

(b) Nothing in this Section 7.3 is intended to result in Sellers ceding control to Buyer of the Sellers' basic ordinary course of business and commercial decisions prior to the applicable Closing Date.

(c) Notwithstanding anything contained in this Agreement to the contrary, any action taken or omitted to be taken by any Seller that otherwise could represent a failure by such Seller to operate in the Ordinary Course of Business, in response to, in connection with, or as a result of, any earthquakes, hurricanes, floods or other natural disasters, epidemics, pandemics, disease outbreaks or public health emergencies, acts of God, or force majeure events,

or any escalation or worsening of any of the foregoing, shall not be deemed a breach of this Section 7.3.

7.4 Antitrust Filings; Cooperation.

(a) As soon as reasonably practicable (and, in any event, in the case of notifications under the HSR Act, within ten (10) Business Days, or a later date as agreed by the Parties) following the date hereof, Sellers, on the one hand, and Buyer, on the other hand, shall each prepare and file, or cause to be prepared and filed, any notifications advisable or required to be filed under (i) the HSR Act with the United States Federal Trade Commission and the Antitrust Division of the United States Department of Justice, and request early termination of the waiting period under the HSR Act and (ii) any other applicable Antitrust Laws. Buyer, on the one hand, and Sellers, on the other hand, shall use reasonable best efforts to: (i) respond as promptly as practicable to the appropriate Governmental Authorities to any requests for additional information and documentary material in connection with such filings and (ii) take all other actions necessary to cause the waiting periods under the HSR Act and waiting or review periods under any other applicable Antitrust Laws to terminate or expire at the earliest practicable date after the date of filing including using reasonable best efforts to avoid or eliminate impediments under any Antitrust Law that may be asserted by any Governmental Authority with respect to the transactions contemplated hereby so as to enable the applicable Closing to occur as soon as reasonably possible. Buyer shall be responsible for payment of the applicable filing fee under the HSR Act and any other applicable Antitrust Laws, and each Party shall be responsible for payment of its own respective costs and expenses (including attorneys' fees and other legal fees and expenses) associated with the preparation of its portion of any antitrust filings.

(b) Sellers shall use commercially reasonable efforts to do, or cause to be done, all things necessary under the applicable Legal Requirements with the appropriate Governmental Authorities to put in place, to transfer, to amend, or to acquire all transferred Permits that are necessary for the operation and conduct of the Business or Acquired Assets by or on the applicable Closing Date, unless the applicable Legal Requirements regarding such a Permit require certain actions to be taken upon or after the applicable Closing, and, in that event, Sellers shall use commercially reasonable efforts to do, or cause to be done, all things necessary or desirable under the applicable Legal Requirements with the appropriate Governmental Authorities which can only be taken or done after the applicable Closing to put in place, to transfer, to amend, or to acquire such remaining Permits as promptly as reasonably practicable after the applicable Closing. Without limiting the foregoing, Buyer shall, or shall cause its applicable Affiliates to, (i) prepare and submit all filings and notices required in connection with any change of ownership, change of operator or similar regulatory approvals (including any filings with Governmental Authorities) as promptly as practicable following the entry of the Sale Order and, in any event, within ten (10) Business Days thereafter; and (ii) reimburse all Seller out-of-pocket cooperation costs within ten (10) Business Days of invoice. Sellers have no obligation to provide dedicated or full-time personnel or to take any action that would unreasonably interfere with the administration of the bankruptcy proceedings. Sellers make no representation that any regulatory approval will be obtained within any particular timeframe, and regulatory delay does not give Buyer any termination right or constitute a Seller breach.

(c) In addition to the actions to be taken under Section 7.4(a) and Section 7.4(b), Sellers, on the one hand, and Buyer, on the other hand, 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 transactions contemplated hereby, including using commercially reasonable efforts to accomplish the following: (i) taking all reasonable acts necessary to cause the conditions precedent set forth in Article 9 and Article 10 to be satisfied, (ii) obtaining, at the earliest practicable date, of all necessary Governmental Authorizations 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 Action by any Governmental Authority, (iii) defending of any Actions challenging this Agreement or the consummation of the transaction contemplated by this Agreement, including seeking to have any stay or temporary restraining order entered by any court or other Governmental Authority vacated or reversed, and (iv) executing and delivering any additional instruments necessary to consummate the transactions contemplated hereby and to fully carry out the purposes of this Agreement. Buyer shall, or shall cause its applicable Affiliates to, reimburse all Seller out-of-pocket cooperation costs within 10 business days of invoice. Sellers have no obligation to provide dedicated or full-time personnel or to take any action that would unreasonably interfere with the administration of the bankruptcy proceedings. Sellers make no representation that any regulatory approval will be obtained within any particular timeframe, and regulatory delay does not give Buyer any termination right or constitute a Seller breach.

(d) Sellers, on the one hand, and Buyer, on the other hand shall consult and cooperate with one another and consider in good faith the view of one another and, (i) shall promptly inform each other of any communication from any Governmental Authority concerning this Agreement, the transactions contemplated hereby, and any filing, notification or request for approval and (ii) as far as reasonably practicable, shall permit the other to review in advance any proposed written or non-ministerial oral communication or information submitted to any such Governmental Authority in response thereto, subject to preexisting confidentiality agreements or to the attorney-client privilege or work product doctrine. In addition, none of Parties shall agree to participate in any meeting with any Governmental Authority in respect of any filings, investigation or other inquiry with respect to this Agreement or the transactions contemplated by this Agreement, unless such Party consults with the other Parties in advance and, to the extent permitted by any such Governmental Authority, gives the other Parties the opportunity to attend and participate thereat, in each case to the maximum extent practicable. Subject to restrictions under any Legal Requirements, each of Buyer, on the one hand, and Sellers, on the other hand, shall promptly furnish the other with copies of all correspondence, filings and communications (and memoranda setting forth the substance thereof) between it and its Affiliates and their respective Representatives on the one hand, and the Governmental Authority or members of its staff on the other hand, with respect to this Agreement, the transactions contemplated hereby (excluding documents and communications which are subject to preexisting confidentiality agreements or to the attorney-client privilege or work product doctrine or which refer to valuation of the Business) or any such filing, notification or request for approval. Each Party shall also furnish the other Party with such necessary information and assistance as such other Party and its Affiliates may reasonably request in connection with their preparation of necessary filings, registration or submissions of information to the Governmental Authority in connection with this

Agreement, the transactions contemplated hereby and any such filing, notification or request for approval.

(e) In the event any Action by any Governmental Authority or other Person is commenced which questions the validity or legality of the transactions contemplated hereby, seeks damages in connection therewith, or would delay, restrain, prevent, enjoin or otherwise prohibit consummation of the transactions contemplated hereby, the Parties agree to cooperate and use their reasonable best efforts to resist and defend against such Action and, if an Order is entered or issued, or becomes reasonably foreseeable to be entered or issued, in any such Action, to use their reasonable best efforts to have such Order vacated, modified, reversed, suspended, prevented, eliminated or removed so as to permit such consummation on a schedule as close to possible to that contemplated by this Agreement, and to cooperate reasonably regarding any other impediment to the consummation of the transactions contemplated hereby.

(f) Notwithstanding anything herein to the contrary:

(i) Buyer agrees to take any and all actions necessary to eliminate each and every impediment under any Antitrust Law that is asserted by any Governmental Authority so as to enable the Parties hereto to consummate the transactions contemplated by this Agreement prior to the Outside Date, including negotiating, committing to, and effecting by consent decree or otherwise: (A) the sale, divestiture or disposition of any assets, products, businesses, equity or interests of Buyer or, following the applicable Closing, the Business; (B) any conditions relating to, or changes or restrictions in, any of the Business's assets, products, businesses or interests; (C) any modification or waiver of the terms and conditions of this Agreement; or (D) any other condition that requires Buyer to take any action or that limits the freedom of action with respect to any assets, products, businesses or interests of Buyer or, following the applicable Closing, the Business; provided, however, that Buyer shall not be required to propose, execute, carry out or agree or submit to any action or remedy that individually or in the aggregate would reasonably be expected to have a material adverse effect on the Business, taken as a whole; and

(ii) neither any Seller nor any Affiliate thereof shall agree to any sale, divestiture or disposal of, any assets, products, businesses or interests of any Person or the Business or any material restriction on any Person or the Business without the prior written consent of Buyer (which shall not be unreasonably withheld, conditioned or delayed); provided, further, that any such action may, at the discretion of the Sellers, be conditioned upon the applicable Closing.

7.5 Contracts. Sellers shall serve on all non-Seller counterparties to all of their Contracts a notice specifically stating that Sellers are or may be seeking the assumption and assignment of such Contracts and shall notify such non-Seller counterparties of the deadline for objecting to the Cure Costs, if any, which deadline shall be as set forth in the Bidding Procedures Order.

7.6 Notice of Developments. Sellers shall promptly notify Buyer of, and furnish Buyer such information as Buyer may reasonably request with respect to: (a) any notice or other

communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement; (b) any material notice or other communication received from any Governmental Authority relating to the Business, the Acquired Assets, the Assumed Liabilities or the transactions contemplated hereby; and (c) any Action or other event of which Sellers become aware that would reasonably be expected to prevent, materially delay or materially impair the consummation of the transactions contemplated hereby.

7.7 Sale Free and Clear. Sellers acknowledge and agree, and the Sale Order shall provide, that on each applicable Closing Date and concurrently with such Closing, all then existing or thereafter arising obligations, Liabilities and Liens (including, for the avoidance of doubt, all successor liability, including any successorship obligations with respect to any Plan) of, against or created by Sellers or their bankruptcy estate, shall be fully released from and with respect to the Acquired Assets being transferred at the applicable Closing. On the applicable Closing Date, the Acquired Assets being transferred at such Closing shall be transferred to Buyer or one or more Buyer Designees, as applicable, free and clear of all obligations, Liabilities and Liens (including, for the avoidance of doubt, all successor liability, including any successorship obligations with respect to any Plan or Contract), other than the Permitted Liens and the Assumed Liabilities, with such released Liens attaching to the proceeds of the sale of the Acquired Assets in the same order of priority, with the same validity, force and effect as immediately prior to such Closing.

7.8 Back-Up Bidder.

(a) Portfolio-Level Back-Up Bid. If an Auction is conducted and Buyer is not the Successful Bidder for the entirety of the Acquired Assets at the Auction but is the next highest bidder after the Successful Bidder at the Auction, Buyer shall serve as a Back-Up Bidder with respect to all Acquired Assets then listed on Schedule 2 and shall keep its bid to consummate the transactions contemplated by this Agreement (with respect to all Acquired Assets then listed on Schedule 2) open and irrevocable, notwithstanding any right of Buyer to otherwise terminate this Agreement pursuant to Article 11 hereof, until the earlier of (i) the first Business Day after the closing of a transaction with a Successful Bidder for the entirety of the Acquired Assets that is not Buyer or (ii) the release of the Back-Up Bidder by the Sellers in writing (the "Back-Up Bid Termination Date").

(b) Community-Level Back-Up Bid. If, with respect to any individual Community that constitutes a Back-Up Bidder Community, Buyer is designated as the backup bidder pursuant to the Bidding Procedures, Buyer shall maintain its backup bid with respect to such Back-Up Bidder Community in accordance with Section 2.1(c)(iv) and Section 4.1(b). The provisions of Section 4.1(b) shall govern the rights and obligations of the Parties with respect to any Subsequent Closing resulting from Buyer's status as Back-Up Bidder for any Back-Up Bidder Community.

(c) Reinstatement as Successful Bidder. If, prior to the Back-Up Bid Termination Date, a Successful Bidder for the Acquired Assets or Back-Up Bidder Community, as applicable, that is not Buyer fails to consummate its transaction as a result of a breach or failure to perform on the part of such Successful Bidder, or because a condition in such Successful Bidder's purchase agreement cannot otherwise be met, and the purchase agreement with such Successful Bidder is terminated, Buyer (as the Back-Up Bidder) will be deemed to have the new

prevailing bid for the Acquired Assets or Back-Up Bidder Community, as applicable, and Sellers shall be authorized, to the extent provided in the Sale Order or the Bidding Procedures Order, without further order of the Bankruptcy Court, to, and Buyer (as the Back-Up Bidder) shall, subject to the terms and conditions of this Agreement with respect to the Acquired Assets or Back-Up Bidder Community, as applicable, consummate the transactions contemplated by this Agreement by the Subsequent Closing Deadline.

7.9 Consents. Sellers shall use commercially reasonable efforts to obtain or provide, at the earliest practicable date, each consent, waiver, approval, order, Permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Authority required under applicable Legal Requirements or under any Contract included in the Acquired Assets in order to consummate the transactions contemplated by this Agreement, including those set forth on Schedule 7.9. Sellers shall promptly deliver to Buyer copies of such consents, waivers, approvals, orders, Permits, authorizations, declarations, filings and notifications upon receipt or making thereof. Notwithstanding anything to the contrary in this Agreement, none of the Sellers, Buyer nor any of their respective Affiliates shall be required to pay any amounts in connection with obtaining any such consents, waivers, approvals, orders, Permits, authorizations, declarations, filings or notifications. Notwithstanding the foregoing, (i) Buyer shall reimburse all Seller out-of-pocket cooperation costs within ten (10) Business Days of invoice; (ii) Sellers have no obligation to provide dedicated or full-time personnel or to take any action that would unreasonably interfere with the administration of the Bankruptcy Cases; and (iii) Sellers make no representation that any regulatory approval will be obtained within any particular timeframe, and regulatory delay does not give Buyer any termination right or constitute a Seller breach.

7.10 Fiduciary Out.

(a) Notwithstanding anything to the contrary in this Agreement or any document filed with or entered by the Bankruptcy Court, nothing herein or the Bidding Procedures Order shall require Sellers or their boards of directors, boards of managers, or similar governing bodies to take any action or to refrain from taking any action with respect to the transactions contemplated by this Agreement to the extent that Sellers or their governing bodies determine in good faith, in consultation with counsel, that taking or failing to take such action, as applicable, would be inconsistent with applicable Legal Requirements or their fiduciary obligations under applicable Legal Requirements.

(b) Notwithstanding anything to the contrary herein or any document filed with or entered by the Bankruptcy Court, until the entry of the Sale Order by the Bankruptcy Court, Sellers and their directors, managers, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives shall have the right to (i) solicit, consider, respond to, and facilitate any proposals for Alternative Transactions, (ii) provide access to non-public information concerning the Acquired Assets to any entity or enter into confidentiality agreements or nondisclosure agreements with any entity, (iii) maintain or continue discussions or negotiations with respect to Alternative Transactions, (iv) otherwise cooperate with, assist, participate in, or facilitate any inquiries, proposals, discussions, or negotiations of Alternative Transactions, and (v) enter into or continue discussions or negotiations with any person or entity regarding Alternative Transactions.

7.11 State Healthcare Regulatory Obligations; Bridging Agreements

(a) As soon as reasonably practicable (and, in any event, within five (5) Business Days, or such later date as may be agreed by the Parties in writing) following the date of this Agreement, Buyer shall prepare and submit, or cause to be prepared and submitted, all notifications, applications, and filings, in each case, that are required in order for Buyer one of its Buyer Designees to obtain the Healthcare Permits from the state health departments, state aging or human services agencies, or other applicable Governmental Authorities as required to operate the Business at each Transferred Community following the applicable Closing, in compliance with all applicable Legal Requirements, as more particularly set forth on Schedule 7.11(a) hereto. Buyer shall deliver to Sellers written confirmation of each such submission made to the applicable Governmental Authority, including delivering to Sellers copies of all documents so submitted and any acknowledgment of receipt from the applicable Governmental Authority, within three (3) Business Days of making such submission. Buyer shall keep Sellers reasonably informed as to the status of each such submission, including without limitation forwarding to Sellers, promptly upon receipt by Buyer or any of its Affiliates, copies of any and all subsequent correspondence received or delivered to any Governmental Authority relating to any such submission.

(b) Buyer and Sellers shall negotiate in good faith the form of one or more definitive agreements (the "Bridging Agreements") incorporating the terms set forth on Schedule 7.11(b) and/or such additional terms as are not inconsistent with Schedule 7.11(b) as the Parties may agree with respect to each Transferred Community, to the extent the applicable Buyer Healthcare Permits have not or will not reasonably be obtained prior to the applicable anticipated Closing Date with respect to such Transferred Community (disregarding Section 9.6).

(c) If the Parties are unable to agree on the terms of the Bridging Agreements with respect to any Transferred Community within the later of (i) 10 days following the conclusion of the Auction and (ii) the date the conditions to Closing set forth in Article 9 and Article 10 (other than Section 9.6 and any conditions to be satisfied at such Closing) have been satisfied or waived, Sellers may upon written notice to Buyer terminate this Agreement to the extent of such Transferred Community and retain the portion of the Deposit allocable to such Transferred Community as liquidated damages.

7.12 Paying Agent. Following the Execution Date and prior to the Initial Closing Date, Sellers shall have the right, exercisable in their sole discretion by written notice to Buyer (a "Paying Agent Notice"), to designate a Paying Agent to receive on behalf of Sellers all or any portion of the Closing Cash Payment or Subsequent Closing Cash Payment, as applicable, payable by Buyer at any Closing. Any Paying Agent Notice shall:

(a) identify the Paying Agent by name and provide wire transfer instructions for an account designated by the Paying Agent to receive the applicable proceeds from the Title Company pursuant to the Title Company Agreement;

(b) specify the portion of the Closing Cash Payment or Subsequent Closing Cash Payment to be disbursed by the Title Company to the Paying Agent; and

(c) be delivered to Buyer no later than three (3) Business Days prior to the applicable Closing Date.

If Sellers deliver a Paying Agent Notice in accordance with this Section 7.12, Buyer shall, at the applicable Closing, deliver the portion of the Closing Cash Payment or Subsequent Closing Cash Payment designated in the Paying Agent Notice to the Title Company in escrow pursuant to Article 4 and the Title Company Agreement and shall instruct the Title Company to disburse such designated amount to the Paying Agent.

ARTICLE 8
ADDITIONAL AGREEMENTS

8.1 Taxes.

(a) Any sales Tax, use Tax or similar Tax attributable to the sale or transfer of the Acquired Assets and not exempted under the Sale Order or by Section 1146(c) of the Bankruptcy Code ("Sales Taxes") and any real property transfer Tax, documentary stamp Tax or similar Tax attributable to the sale or transfer of the Acquired Assets and not exempted under the Sale Order or by Section 1146(c) of the Bankruptcy Code ("Transfer Taxes") shall be borne by Buyer. Sellers and Buyer shall reasonably cooperate to (i) mitigate or eliminate the amount of Sales Taxes or Transfer Taxes resulting from the transactions contemplated herein and (ii) timely prepare and file any Tax Returns relating to such Sales Taxes or Transfer Taxes, including any claim for exemption or exclusion from the application or imposition of any Sales Taxes or Transfer Taxes. Buyer shall be responsible for preparing and filing all necessary Tax Returns or other documents with respect to Sales Taxes and Transfer Taxes, provided, however, that in the event any such Tax Return requires execution by Sellers, the Party responsible for preparing the Tax Return shall deliver it to Sellers not less than ten (10) days before the due date thereof, and Sellers shall promptly execute such Tax Return and return it to the Party responsible for filing it.

(b) All Liability for any ad valorem Taxes (including, for the avoidance of doubt, real or personal property Taxes, together with all assessments (special or general) or any similar changes or impositions) (the "Apportioned Taxes") with respect to the Acquired Assets for the portion of the Straddle Period that ends on the applicable Closing Date (a "Pre-Closing Tax Period") shall be borne by Sellers. All Liability for any Apportioned Taxes with respect to the Acquired Assets for a Tax period or year, or portion thereof that begins after the applicable Closing Date (a "Post-Closing Tax Period") shall be borne by Buyer. The total amount of Apportioned Taxes allocable to the Pre-Closing Tax Period shall be the product of (i) such Tax for the entirety of such Straddle Period, multiplied by (ii) a fraction, the numerator of which is the number of days for such Straddle Period included in the Pre-Closing Tax Period and the denominator of which is the total number of days in such Straddle Period, and the balance of Apportioned Taxes shall be allocable to the Post-Closing Tax Period. At the Closing, Apportioned Taxes with respect to each Acquired Asset for the applicable Straddle Period shall be prorated in accordance with the foregoing provisions based on the Tax assessment for such Acquired Asset for such Straddle Period, if available, or if otherwise, based on the Apportioned Taxes paid with respect to such Acquired Asset during the preceding Tax year. With respect to any not yet delinquent Apportioned Taxes relating to a Straddle Period or Pre-Closing Tax Period, Buyer will be required to remit payment of all such Taxes to the applicable Governmental Authority. With respect to any Apportioned Taxes relating to a Straddle Period or Pre-Closing Tax Period that are delinquent as of the applicable Closing Date, the amount of which is known and not subject to dispute, Buyer shall either pay the delinquent amount of such Taxes directly to the applicable Governmental

Authority at the applicable Closing or, at Buyer's option, to the Title Company at the applicable Closing, for further payment by it to the applicable Governmental Authority. "Straddle Period" shall mean any Tax period or year commencing on or before, and ending after, the Closing Date.

(c) Buyer and Sellers shall, and shall cause their respective Affiliates to, cooperate and agree to furnish or cause to be furnished to each other, upon reasonable request, as promptly as practicable, such information and assistance relating to the Business and the Acquired Assets (including access to books and records and Tax Returns and related working papers dated before Closing) as is reasonably necessary for the 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, suit or proceeding relating to any Tax, and the claiming by Buyer of any U.S. federal, state, local or non-U.S. business Tax credits or incentives that Buyer may qualify for in any of the jurisdictions in which any of the Acquired Assets are located; provided, however, that neither Buyer nor any Seller 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 8.1(c) shall be borne by the Party requesting it.

8.2 Bulk Sales. The Parties intend that the Sale Order shall provide that compliance with the Legal Requirements relating to bulk sales and transfers is not necessary or appropriate under the circumstances. In furtherance of the foregoing, each Party hereby waives compliance by the Parties with "bulk sales," "bulk transfers" or similar Legal Requirements in respect of the transactions contemplated by this Agreement.

8.3 Real Property Prorations. All real property Taxes, utilities, rents and other operating expenses with respect to the applicable Owned Real Property shall be prorated between Sellers and Buyer as of 12:01 a.m. on the applicable Closing Date. Sellers shall be responsible for the portion of such amounts attributable to the period prior to the applicable Closing Date, and Buyer shall be responsible for the portion attributable to the period from and after the applicable Closing Date. All rents and other amounts payable by tenants shall be prorated on an accrual basis as of the applicable Closing Date. Any rents or other amounts payable by tenants that are collected by Buyer after the applicable Closing Date and are attributable to any period prior to the applicable Closing Date shall be promptly remitted to Sellers, and any rents or other amounts payable by tenants that are collected by Sellers after the applicable Closing Date and are attributable to any period from and after the applicable Closing Date shall be promptly remitted to Buyer. All prorations shall be based on the most recent available bills, rent rolls or other information and shall be final as of applicable Closing, with no post-Closing adjustment. Notwithstanding the foregoing, Buyer shall retain all resident records, clinical records, care plans, and medication administration records transferred to Buyer at the applicable Closing (collectively, "Resident Records") for the period required by applicable Legal Requirements, which shall not in any event be less than ten (10) years following the date of the last entry in each such record, or such longer period as may be required by applicable state or federal law. Prior to destroying any Resident Records, Buyer shall provide at least sixty (60) days' prior written notice to the applicable resident or resident representative and shall comply with all applicable HIPAA and state law requirements governing the destruction of protected health information.

8.4 Wrong Pockets. Following the applicable Closing, without effect on the Purchase Price, (a) Sellers shall promptly transfer to Buyer (i) any cash or other funds or assets

received by Sellers after the applicable Closing that constitute Acquired Assets and (ii) copies of any material communications received by Sellers after the applicable Closing to the extent relating to the Acquired Assets, the Assumed Liabilities or the Business, and (b) Buyer shall promptly transfer to Sellers (i) any cash or other funds received by Buyer after the applicable Closing that constitute Excluded Assets or Excluded Liabilities, or which are received by Buyer in respect of accounts receivable relating to periods prior to the applicable Closing and (ii) copies of any material communications received by Buyer after the applicable Closing to the extent relating to the Excluded Assets, Excluded Liabilities or the Business.

8.5 Assumed Contracts: Adequate Assurance and Performance. Buyer shall provide adequate assurance of future performance under each Assumed Contract as required under Section 365 of the Bankruptcy Code. Buyer and Sellers shall use commercially reasonable efforts to take such actions as may be reasonably required to obtain any Bankruptcy Court finding that adequate assurance of future performance has been provided under the Assumed Contracts, including furnishing information reasonably requested by the Bankruptcy Court or any counterparty thereto. Notwithstanding the foregoing, (i) Buyer shall reimburse all Seller out-of-pocket cooperation costs within ten (10) Business Days of invoice; (ii) Sellers have no obligation to provide dedicated or full-time personnel or to take any action that would unreasonably interfere with the administration of the bankruptcy proceedings; and (iii) Sellers make no representation that any regulatory approval will be obtained within any particular timeframe, and regulatory delay does not give Buyer any termination right or constitute a Seller breach.

8.6 Employee Matters.

(a) Offer of Employment. Not later than ten (10) Business Days prior to the Initial Closing Date, Buyer shall (or shall cause one of its Affiliates to) extend offers of at-will employment, effective as of the Initial Closing Date (or, with respect to Employees associated with a Back-Up Bidder Community, as of the applicable Subsequent Closing Date), to all Employees listed on Schedule 8.6(a). Such offers of employment shall be on such terms and conditions consistent with this Section 8.6, subject to applicable Legal Requirements. Each such Employee who accepts Buyer's offer of employment hereunder shall, as of the effective date of such Employee's commencement of employment with Buyer (or one of its Affiliates), be referred to as a "Buyer Employee." Sellers shall cooperate with Buyer in identifying and facilitating reasonable access to Employees prior to the applicable Closing Date and shall, subject to applicable Legal Requirements, provide Buyer with reasonable access to information in the possession, custody or control of Sellers or any of their Affiliates with respect to the Employees to enable Buyer to make such offers.

(b) Compensation and Benefits. For a period of at least twelve (12) months immediately after the applicable Closing Date (or for such longer period as required by Legal Requirements, but in any case, not after the date of the applicable Buyer Employee's termination of employment with Buyer or any of its Affiliates), Buyer shall provide to each Buyer Employee (i) a base salary or base wages and cash incentive compensation opportunities that, in each case, are no less than the base salary or wage rate and cash incentive opportunities provided to such Buyer Employee by the applicable Seller or any of its Affiliates or any of their third party managers, as applicable, immediately prior to the applicable Closing Date, (ii) all other employee benefits (excluding equity-based benefits) that are, at Buyer's election, either (A) no less favorable

in the aggregate to the employee benefits provided to such Buyer Employee immediately prior to the applicable Closing Date or (B) substantially comparable in the aggregate to the employee benefits provided to similarly situated employees of Buyer and its Affiliates and (iii) any other additional terms and conditions of employment required by Legal Requirements.

(c) Paid Time Off. Subject, and in addition, to local Legal Requirements, which may require a cash payment by the Sellers, an Affiliate of Sellers or any third party manager of Sellers or their Affiliates, as applicable, in lieu of any assumption by Buyer, Buyer shall recognize and credit, or cause an Affiliate of Buyer to recognize and credit, and allow use of, all vacation, sick time and other paid time off accrued but unused by the Buyer Employees as of the applicable Closing Date, in accordance with any of Sellers' or their applicable Affiliates' policies and applicable Legal Requirements.

(d) Employee Benefit Plan Matters. Effective as of the applicable Closing Date, (i) all Buyer Employees (and their covered dependents) will cease actively participating in all Plans and (ii) Buyer shall cause all Buyer Employees (and their eligible dependents) to be covered under retirement, medical, dental, vision, life insurance, disability, AD&D and other employee benefit plans sponsored or maintained by Buyer or its Affiliates. With respect to Buyer Employees, Buyer and its Affiliates shall recognize, for all purposes, including for purposes of eligibility, vesting and benefit levels and accruals under all employee benefit plans, programs and arrangements established or maintained by Buyer or any of its Affiliates for the benefit of the Buyer Employees, all service with Sellers, their Affiliates and any of their third-party managers (and their respective predecessors) prior to the applicable Closing Date, except where such service credit would result in a duplication of benefits. Without limiting the foregoing, Buyer shall, or shall cause its Affiliates to, (i) waive any pre-existing condition exclusion, actively-at-work requirement or waiting period under all employee health and other welfare benefit plans established or maintained by Buyer or any of its Affiliates for the benefit of the Buyer Employees to the extent such pre-existing condition, exclusion, requirement or waiting period was satisfied by (or did not apply to) the Buyer Employee under the corresponding Plan, and (ii) cause any covered expenses incurred during the plan year in which the applicable Closing Date occurs by any Buyer Employee (or covered dependent thereof) under a Plan that provides medical, dental, vision or prescription drug coverage to be taken into account for purposes of satisfying any applicable deductible, coinsurance and maximum out of pocket requirements under the corresponding employee health and other welfare benefit plans established or maintained by Buyer or any of its Affiliates with respect to the plan year in which the applicable Closing Date occurs.

(e) Access to Information. After the Execution Date, Sellers shall use commercially reasonable efforts to provide Buyer and its Affiliates with reasonable access to Employees and to information concerning Employees in the possession, custody or control of Sellers or their Affiliates, including employee records and data (including Plan data), reasonably requested by Buyer and its Affiliates, except as otherwise prohibited by any Legal Requirement or Contract; provided, that such access shall be subject to Buyer's compliance with applicable confidentiality obligations and shall not unreasonably interfere with the operation of the Business.

(f) No Third-Party Beneficiaries. All provisions contained in this Agreement with respect to employee benefit plans or compensation of Employees are included for the sole benefit of the respective Parties hereto. Nothing contained herein (i) shall confer upon any

former, current or future employee of Sellers or Buyer or any legal representative or beneficiary thereof or any union, any rights or remedies, including any right to employment or continued employment, of any nature, for any specified period, (ii) shall cause the employment status of any former, present or future employee of Sellers or Buyer to be other than terminable at will, (iii) shall confer any third party beneficiary rights upon any Employee or any dependent or beneficiary thereof or any heirs or assigns thereof or (iv) shall be construed to establish or be treated as an amendment or modification of any employee benefit plan, program, agreement, arrangement, or policy.

(g) WARN Act. Sellers shall be responsible for any obligations or Liabilities under or relating to the WARN Act arising from any plant closing, mass layoff or similar action requiring notice occurring prior to the Closing Date and affecting any Employees. Buyer shall be responsible for any obligations or Liabilities under or relating to the WARN Act arising from any plant closing, mass layoff or similar action requiring notice occurring from and after the Closing Date and affecting any Employees. Buyer shall not, and shall cause its Affiliates not to, take any action following the Closing that would reasonably be expected to result in any liability under the WARN Act for which Sellers or their Affiliates or any of their third-party managers would otherwise be responsible; provided, that terminations for cause, voluntary resignations, retirements, terminations due to the natural completion of a project or temporary assignment, and other separations excluded from the definition of 'employment loss' under the WARN Act shall not constitute a breach of this covenant.

8.7 Post-Closing Books and Records. For a period of six (6) years after the applicable Closing Date, each Party shall provide the other Party (and its Representatives who have a reasonable need to know), at reasonable times and in a manner so as not to unreasonably interfere with its normal business, access to the books and records relating to the Business or the Acquired Assets as of the applicable Closing Date, solely to the extent reasonably necessary to enable such Party to prepare Tax, financial or court filings or reports, to respond to court orders, subpoenas or inquiries, investigations, audits or other proceedings of Governmental Authorities, or to prosecute or defend legal Actions. If any Party desires to dispose of any such records, such Party shall, at least thirty (30) days prior to such disposal, provide the other Party with a reasonable opportunity to remove such records at the removing Party's expense.

ARTICLE 9
CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER TO CLOSE

The obligations of Buyer to consummate the transactions contemplated by this Agreement at the Initial Closing (and, mutatis mutandis, each Subsequent Closing) are subject to fulfillment, at or prior to the Initial Closing (and, mutatis mutandis, each Subsequent Closing), of each of the following conditions, any one or more of which may be waived by Buyer, in its sole and absolute discretion:

9.1 Accuracy of Representations. The representations and warranties of Sellers set forth in this Agreement shall be true and correct as of the applicable Closing Date, with the same effect as though such representations and warranties had been made on and as of the applicable Closing Date (provided, that representations and warranties which are confined to a specified date shall speak only as of such date), in each case, unless the effect of all such breaches

of representations and warranties taken together would not have, or be reasonably likely to have, in the aggregate, a Material Adverse Effect. Buyer shall have received a certificate of Sellers to such effect signed by a duly authorized officer thereof.

9.2 Sellers' Performance. With respect to each Community that is the subject of such Closing, the covenants and agreements that the applicable Sellers are required to perform or to comply with pursuant to this Agreement at or prior to the applicable Closing shall have been performed and complied with except where the failure to so comply would not have, or be reasonably likely to have, in the aggregate, a Material Adverse Effect. Buyer shall have received a certificate of Sellers to such effect signed by a duly authorized officer thereof.

9.3 No Order. No Governmental Authority shall have enacted, issued, promulgated, decreed or entered any Order, which is in effect and has the effect of restraining or preventing (or delaying beyond the Outside Date) the consummation of or imposing material modifications on the transactions contemplated by this Agreement.

9.4 Governmental Authorizations. To the extent that consent under the HSR Act or any other applicable Antitrust Law is required or at the discretion of Buyer deemed advisable, any waiting period (and any extension thereof) under the HSR Act shall have expired or shall have been terminated.

9.5 Sellers' Deliveries. Each of the deliveries required to be made to Buyer pursuant to Section 4.3 shall have been so delivered in all material respects.

9.6 Bridging Agreements. Buyer shall have received all applicable Buyer Healthcare Permits or the Parties shall have executed definitive Bridging Agreements in accordance with Section 7.11; provided, however, that Sellers may waive this condition in their sole and absolute discretion.

9.7 Sale Order. The Bankruptcy Court shall have entered the Sale Order and the Sale Order shall have become a Final Order.

9.8 Assumed Contracts. The Bankruptcy Court shall have approved and authorized the assumption and assignment of each Assumed Contract designated by Buyer pursuant to Section 2.5, except as would not have a material effect on the Business from and after the Closing, including the assignment and assumption of the Assumed Contracts set forth on Schedule 9.8 on the terms set forth on such Schedule.

9.9 Title Insurance; Survey. Buyer shall have received, or be irrevocably committed to receive at the applicable Closing, an ALTA owner's title insurance policy (or marked commitment therefor) for each parcel of Owned Real Property listed on Schedule 2 as of such Closing, issued by the Title Company (or another nationally recognized title insurance company reasonably acceptable to Buyer), insuring Buyer's fee simple title to such Owned Real Property, subject only to Permitted Liens, in an amount equal to the portion of the Purchase Price allocated to such Owned Real Property, together with such endorsements as Buyer may reasonably require (to the extent available). Buyer shall also have received, to the extent available, a survey of the Owned Real Property sufficient to enable the Title Company to issue such policy without a general survey exception.

9.10 Consents. Buyer shall have received each consent, waiver, approval, order, Permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Authority listed on Schedule 9.10, in each case, in a form reasonably satisfactory to Buyer.

ARTICLE 10
CONDITIONS PRECEDENT TO THE OBLIGATION OF SELLERS TO CLOSE

The obligations of Sellers to consummate the transactions contemplated by this Agreement at the Initial Closing (and, mutatis mutandis, each Subsequent Closing) are subject to fulfillment, at or prior to the Initial Closing (and, mutatis mutandis, each Subsequent Closing), of each of the following conditions, any one or more of which may be waived by Sellers, in their sole and absolute discretion:

10.1 Accuracy of Representations. The representations and warranties of Buyer set forth in this Agreement shall be true and correct in all material respects (except that those representations and warranties which are qualified as to materiality or Material Adverse Effect or similar expressions shall be true and correct in all respects) as of the applicable Closing Date with the same effect as though such representations and warranties had been made on and as of the applicable Closing Date (provided that representations and warranties which are confined to a specified date shall speak only as of such date) in each case, unless the effect of all such breaches of representations and warranties taken together would not have, or be reasonably likely to have, in the aggregate, a material adverse effect on the ability of Buyer to consummate the transactions contemplated by this Agreement. Sellers shall have received a certificate of Buyer to such effect signed by a duly authorized officer thereof.

10.2 Sale Order. The Bankruptcy Court shall have entered the Sale Order and the Sale Order shall have become a Final Order.

10.3 Buyer's Performance. The covenants and agreements that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to the applicable Closing shall have been performed and complied with in all material respects, and Sellers shall have received a certificate of Buyer to such effect signed by a duly authorized officer thereof.

10.4 No Order. No Governmental Authority shall have enacted, issued, promulgated, decreed, or entered any Order, which is in effect and has the effect of preventing (or delaying beyond the Outside Date) the consummation of or imposing material modifications on the transactions contemplated by this Agreement.

10.5 Governmental Authorizations. To the extent that consent under the HSR Act or any other applicable Antitrust Law is required or at the discretion of Buyer deemed advisable, any waiting period (and any extension thereof) under the HSR Act shall have expired or shall have been terminated.

10.6 Buyer's Deliveries. Each of the deliveries required to be made to Sellers pursuant to Section 4.2 shall have been so delivered.

10.7 Bridging Agreements. Buyer shall have received all applicable Buyer Healthcare Permits or the Parties shall have executed definitive Bridging Agreements in accordance with Section 7.11.

ARTICLE 11
TERMINATION

11.1 Termination Events. Anything contained in this Agreement to the contrary notwithstanding, this Agreement may be terminated at any time prior to the last Closing to occur under this Agreement (the "Final Closing") only as follows:

(a) by the mutual written consent of Sellers and Buyer;

(b) by either Sellers or Buyer, by written notice to the other:

(i) if the Final Closing shall not have occurred on or prior to the later of (x) the date that is 90 days following entry of the Sale Order and (y) December 31, 2026 (the "Outside Date"); provided, that the right to terminate this Agreement under this Section 11.1(b)(i) shall not be available to any Party whose failure to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Final Closing to occur on or prior to the Outside Date;

(ii) if a Governmental Authority issues a final, non-appealable ruling or Order permanently restraining, enjoining or otherwise prohibiting the transactions contemplated hereby where such ruling or Order was not requested, encouraged or supported by any of Sellers or Buyer; provided, that the right to terminate this Agreement under this Section 11.1(b)(ii) shall not be available to any Party whose willful failure to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur on or prior to the Outside Date;

(iii) if the Bankruptcy Court shall have approved, or entered an order authorizing, an Alternative Transaction (other than with respect to any Removed Community or MAE Removed Community); or

(iv) if the Bankruptcy Court shall have entered an Order dismissing, or converting into cases under Chapter 7 of the Bankruptcy Code, any of the Bankruptcy Cases;

(c) by written notice of Buyer, if Buyer is not then in material breach of its obligations under this Agreement:

(i) in the event of any material breach by any Seller of, or material failure to perform, any agreements, covenants, representations or warranties contained in this Agreement or in the Sale Order, which material breach or material failure to perform would result in Sellers being unable to satisfy a condition set forth in Section 9.1 or Section 9.2 by the Outside Date or shall not have been cured during the thirty (30) day period following delivery by Buyer of notice to Sellers of such material breach or material failure to perform; or

(ii) if any Seller consummates an Alternative Transaction or seeks to have the Bankruptcy Court enter an Order dismissing, or converting into cases under Chapter 7 of the Bankruptcy Code, any of the Bankruptcy Cases, or appointing a trustee in any of the Bankruptcy Cases or appointing a responsible officer or an examiner with enlarged powers (other than a fee examiner) relating to the operation of Sellers' businesses pursuant to Section 1104 of the Bankruptcy Code in any of the Bankruptcy Cases; or

(d) by written notice of Sellers,

(i) if each Seller is not then in material breach of its obligations under this Agreement in the event of any material breach by Buyer of, or material failure to perform, any agreements, covenants, representations or warranties contained in this Agreement or in the Sale Order, which material breach or material failure to perform would result in Buyer being unable to satisfy a condition set forth in Section 10.1 or Section 10.3 by the then-applicable Outside Date or shall not have been cured during the thirty (30) day period following delivery by Sellers of notice to Buyer of such material breach or material failure to perform;

(ii) if Sellers have received a higher or better bid for the Acquired Assets as a whole pursuant to the Bidding Procedures, and the Sellers accept or are required to accept such bid at the Auction (in which case Buyer shall serve as the Back-Up Bidder in accordance with Section 7.8); or

(iii) in connection with Sellers' fiduciary duties as set forth in Section 7.10.

Notwithstanding the foregoing, this Agreement may not be terminated solely as a result of one or more Communities being removed from Schedule 2 pursuant to Section 2.1(c), provided that at least one Community remains on Schedule 2 as of the Initial Closing Date. Each condition set forth in this Section 11.1, pursuant to which this Agreement may be terminated shall be considered separate and distinct from each other such condition. If more than one of the termination conditions set forth in Section 11.1 are applicable, the applicable Party shall have the right to choose the termination condition pursuant to which this Agreement is to be terminated. The Parties acknowledge and agree that no notice of termination or extension of the Outside Date provided pursuant to this Section 11.1 shall become effective until two (2) Business Days after the delivery of such notice to the other Parties, and only if such notice shall not have been withdrawn during such two (2) Business Day period or otherwise become invalid. Notwithstanding anything to the contrary herein, no Party may terminate this Agreement pursuant to this Section 11.1 if such Party's breach of this Agreement was the primary cause of the failure of the Final Closing prior to the Outside Date to occur or the occurrence of the event giving rise to such termination right.

11.2 Effect of Termination. In the event of termination of this Agreement by Buyer or Sellers pursuant to this Article 11, this Agreement shall become null and void ab initio and have no effect and all rights and obligations of the Parties under this Agreement shall terminate without any Liability of any Party to any other Party except (i) nothing herein shall relieve any Party from Liability for any breach of this Agreement occurring prior to such termination and (ii)

this Section 11.2 and, as applicable, Article 12 (and, to the extent applicable to the interpretation or enforcement of such provision, Article 1 and Article 13), shall expressly survive the termination of this Agreement.

ARTICLE 12
BID PROTECTIONS

12.1 Stalking Horse Designation. Buyer and Sellers acknowledge and agree that this Agreement constitutes a Stalking Horse Agreement (as defined in the Bidding Procedures) and that Buyer is a Stalking Horse Bidder (as defined in the Bidding Procedures). In consideration of Buyer's expenditure of time, resources and expenses in connection with the negotiation and execution of this Agreement and the transactions contemplated herein, Sellers shall provide Buyer with the following bid protections (collectively, the "Bid Protections"), subject to and in accordance with the terms and conditions set forth herein and in the Bidding Procedures and the Bidding Procedures Order. Notwithstanding the foregoing, in the event the Initial Closing has occurred but this Agreement is thereafter terminated with respect to one or more Subsequent Closings, (A) the terms and conditions of this Agreement shall remain in full force and effect with respect to the Acquired Assets transferred at the Initial Closing and any prior Subsequent Closings; (B) the rights, obligations, and Liabilities of the Parties with respect to the Acquired Assets transferred prior to the date of termination shall survive and be unaffected by such termination; and (C) the Parties shall cooperate in good faith to address any transition, operational, or third-party notification obligations arising from the partial consummation of the transactions contemplated hereby.

12.2 Expense Reimbursement.

(a) If this Agreement is terminated pursuant to Section 11.1 (other than pursuant to Section 11.1(a) or Section 11.1(d)(i)), then Buyer shall be entitled to the reimbursement of, and the Sellers shall, within five (5) Business Days following the closing of an Alternative Transaction (or, if the Communities listed on Schedule 2 are the subject of more than one Alternative Transaction, within five (5) Business Days of the last to occur of such Alternative Transactions), reimburse Buyer by wire transfer of immediately available funds for, the actual, reasonable and documented out-of-pocket fees and expenses incurred by Buyer (including reasonable and documented fees and expenses of legal, financial advisory, and accounting professionals, filing fees, and other similar costs, fees and expenses) and its Representatives in connection with the diligence, preparation, execution, negotiation, documentation, and performance of this Agreement, in an aggregate amount not to exceed $31,300 (the "Maximum Expense Reimbursement Amount").

(b) If a Community listed on Schedule 2 as of the Execution Date becomes (i) a Removed Community pursuant to Section 2.1(c)(i) (x) but is not designated as a Back-Up Bidder Community pursuant to Section 2.1(c)(iv) or (y) is designated as a Back-Up Bidder Community pursuant to Section 2.1(c)(iv) but is not reincluded on Schedule 2 pursuant to a Reinclusion Notice in accordance with Section 4.1(b) or (ii) becomes a MAE Removed Community, then, in each case, Buyer shall be entitled to the reimbursement of, and the Sellers shall, within five (5) Business Days following the date on which the closing of the purchase and sale of such Community to another Person occurs, reimburse Buyer by wire transfer of

immediately available funds for, the actual, reasonable and documented out-of-pocket fees and expenses incurred by Buyer (including reasonable and documented fees and expenses of legal, financial advisory, and accounting professionals, filing fees, and other similar costs, fees and expenses) and its Representatives in connection with the diligence, preparation, execution, negotiation, documentation, and performance of this Agreement, in an amount up to but not exceeding the pro rata portion (based on the Allocation applicable to such Community relative to the total Allocations set forth on Schedule 2 as of the Execution Date) of the Maximum Expense Reimbursement Amount with respect to such Community. For the avoidance of doubt, any amount paid to Buyer pursuant to this Section 12.2(b) shall reduce the amount payable to Buyer under Section 12.2(a).

(c) The amounts paid by Sellers, if any, pursuant to Section 12.2(a) or Section 12.2(b), as applicable (the "Expense Reimbursement"), shall constitute an allowed administrative expense of Sellers under Sections 503(b) or 507(b) of the Bankruptcy Code senior to all other administrative expense claims against the Sellers, other than a superpriority administrative expense claim under Section 364(c)(1) of the Bankruptcy Code granted pursuant to any financing order and/or cash collateral order entered in the Sellers' cases of Chapter 11 of the Bankruptcy Code.

12.3 Termination Fee.

(a) If this Agreement is terminated pursuant to Section 11.1(b)(iii), Section 11.1(b)(iv), Section 11.1(c), Section 11.1(d)(ii) or Section 11.1(d)(iii), then in addition to the Expense Reimbursement, Buyer shall be entitled to the payment of, a break-up fee in an amount equal to three percent (3%) of the aggregate amount of the Allocations set forth on Schedule 2 as of the Execution Date (such fee, the "Full Break-Up Fee"). The Full Break-Up Fee shall be paid by wire transfer of immediately available funds (x) in the case of a termination pursuant to Section 11.1(b)(iii), Section 11.1(d)(ii) or Section 11.1(d)(iii), as a required closing payment at the closing of an Alternative Transaction and (y) in all other cases, within five (5) Business Days of such termination.

(b) If a Community listed on Schedule 2 as of the Execution Date becomes (i) a Removed Community pursuant to Section 2.1(c)(i) (x) but is not designated as a Back-Up Bidder Community pursuant to Section 2.1(c)(iv) or (y) is designated as a Back-Up Bidder Community pursuant to Section 2.1(c)(iv) but is not reincluded on Schedule 2 pursuant to a Reinclusion Notice in accordance with Section 4.1(b) or (ii) a MAE Removed Community, then, in each case, Buyer shall be entitled to the payment of a break-up fee in an amount equal to three percent (3%) of the Allocation set forth for such Community on Schedule 2 as of the Execution Date (such fee, the "Pro Rata Break-Up Fee"). The Pro Rata Break-Up Fee shall be payable within five (5) Business Days following the date on which the closing of the purchase and sale of the applicable Community to another Person occurs. For the avoidance of doubt, the payment of any Pro Rata Break-Up Fee shall reduce the Full Break-Up Fee by the amount of such Pro Rata Break-Up Fee.

(c) The amounts payable pursuant to this Section 12.3 shall constitute an allowed administrative expense of Sellers under Sections 503(b) or 507(b) of the Bankruptcy Code senior to all other administrative expense claims against the Sellers, other than a superpriority

administrative expense claim under Section 364(c)(1) of the Bankruptcy Code granted pursuant to any financing order and/or cash collateral order entered in the Sellers' cases of Chapter 11 of the Bankruptcy Code.

12.4 Exclusive Remedy. The obligations of the Sellers to pay the Bid Protections are subject to approval by the Bankruptcy Court and shall survive the termination of this Agreement in accordance with Section 11.1. Other than as provided in Section 3.2 with respect to Sellers' obligations to return the Deposit and in Section 13.14, the sole and exclusive remedy of Buyer, its Representatives or any other Person against Seller, its Representatives and any other Person for any and all Liabilities of any kind, character or description suffered or incurred in connection with this Agreement, the Transaction Documents and the transactions contemplated hereby and thereby, prior to the termination of this Agreement, shall be the payment of the Full Break-Up Fee or Pro Rata Break-Up Fee and the Expense Reimbursement; provided, that in no event will Buyer be entitled to (x) amounts in excess of the payment of the Full Break-Up Fee or the Pro Rata Break-Up Fee, as applicable, and the Expense Reimbursement, and (y) specific performance pursuant to Section 13.14 if Sellers have exercised their termination rights under Section 11.1(d)(iii).

12.5 Liquidated Damages. The Parties acknowledge and agree that, in the event that the payment of the Full Break-Up Fee, the Pro Rata Break-Up Fee, and/or the Expense Reimbursement becomes due and payable, and such amounts are actually paid to the Buyer, such amounts are not a penalty, but rather are liquidated damages in reasonable amounts that will compensate Buyer for its efforts and resources expended and the opportunities forgone while negotiating this Agreement and in reliance on this Agreement and the Transaction Documents and on the expectation of the consummation of the transactions contemplated hereby and thereby, which amount would otherwise be impossible to calculate with precision. The Parties acknowledge and agree that the agreements contained in this Article 12 are an integral part of this Agreement and the transactions contemplated by this Agreement and are a material and necessary inducement to the Buyer to enter into this Agreement and to consummate the transactions contemplated by this Agreement. Sellers acknowledge and agree that the entry into this Agreement provides value to the Sellers' chapter 11 estates by, among other things, inducing other Persons to submit higher or better offers for the Acquired Assets.

ARTICLE 13
GENERAL PROVISIONS

13.1 Survival. All covenants and agreements contained herein which by their terms are to be performed in whole or in part, or which prohibit actions, subsequent to the applicable Closing shall, solely to the extent such covenants and agreements are to be performed, or prohibit actions, subsequent to the applicable Closing, survive the applicable Closing in accordance with their terms. All other covenants and agreements contained herein, and all representations and warranties contained herein or in any certificated deliveries hereunder, shall not survive the applicable Closing and shall thereupon terminate, including any Actions for damages in respect of any breach thereof.

13.2 Confidentiality. Following the applicable Closing Date, each Seller agrees to, and to cause its Affiliates to, treat and hold as confidential, and not use or disclose all or any of

the information concerning the Business, the Acquired Assets, the negotiation or existence and terms of this Agreement or the business affairs of Buyer except disclosure of matters that become a matter of public record as a result of the Bankruptcy Case and the filings related thereto.

13.3 Public Announcements. Unless otherwise required by applicable Legal Requirement or by obligations of Buyer or Sellers or their respective Affiliates pursuant to any listing agreement with or rules of any securities exchange, Buyer, on the one hand, and Sellers, on the other hand, shall consult with each other before issuing any press release or otherwise making any public statement with respect to this Agreement, the transactions contemplated by this Agreement or the activities and operations of the other and shall not issue any such release or make any such statement without the prior written consent of the other (such consent not to be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing, Buyer shall not be restricted from making any public announcements or issuing any press releases regarding the Business after the applicable Closing, provided that such public announcements or press releases do not reference the Sellers or their Affiliates without Sellers' prior written consent.

13.4 Notices. All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by overnight courier or electronic mail:

If to a Seller, then to:

Inspired Healthcare Capital
7033 East Greenway Parkway, Suite 250
Scottsdale, AZ 85254

and

Ankura Consulting Group, LLC
485 Lexington Ave., 10th Floor
New York, NY 10017
Attn: M. Benjamin Jones
Email: Ben.Jones@ankura.com

and

Trinity River Advisors
8080 N. Central Expy, Suite 1729
Dallas, TX 75206
Attn: Mark Andrews
Email: mark@trinityriveradvisors.com

with a copy (which shall not constitute notice) to:

Dechert LLP
2651 N Harwood Street

Dallas, TX 75201
Attn: Marcus Helt; Jack Haake
Email: marcus.helt@dechert.com; jack.haake@dechert.com

and

DLA Piper LLP (US)
1900 N. Pearl St., Suite 2200
Dallas, TX 75201
Email: James.muenker@us.dlapiper.com

If to Buyer to:

SYMPO 2026, LLC
c/o Symphony Network
7257 N Lincoln Avenue
Lincolnwood, IL 60712
djh@symphonynetwork.com

with a copy (which shall not constitute notice) to:

Gutnicki LLP
4711 Golf Road, Suite 200
Skokie, IL 60091
Attn: Stacy J. Flanigan
Email: sflanigan@gutnicki.com

or to such other person or address as any Party shall specify by notice in writing to the other Party. All such notices, requests, demands, waivers and communications shall be deemed to have been received on the date on which so personally-delivered or delivered by overnight courier or electronic mail.

13.5 Waiver. Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement shall operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power, or privilege shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by Legal Requirements, (a) no waiver that may be given by a Party shall be applicable except in the specific instance for which it is given, and (b) no notice to or demand on one Party shall be deemed to be a waiver of any right of the Party giving such notice or demand to take further action without notice or demand.

13.6 Entire Agreement; Amendment. This Agreement (including the Disclosure Schedules, Schedules and the Exhibits) and the other Transaction Documents supersede all prior agreements between Buyer, on the one hand, and Sellers, on the other hand, with respect to its subject matter and constitute a complete and exclusive statement of the terms of the agreements between Buyer, on the one hand, and Sellers, on the other hand, with respect to their subject matter.

This Agreement may not be amended, modified or supplemented except by a written agreement executed by each of the Parties hereto.

13.7 Assignment. This Agreement, and the rights, interests and obligations hereunder, shall not be assigned by any Party by operation of law or otherwise without the express written consent of the other Parties (which consent may be granted or withheld in the sole discretion of such other Party); provided, however, that Buyer shall be permitted to assign all or part of its rights or obligations hereunder to one or more Buyer Designees without the prior consent of Sellers so long as Buyer stands behind the performance by such Buyer Designee of this Agreement.

13.8 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability.

13.9 Expenses. Except as otherwise expressly provided in this Agreement, whether or not the transactions contemplated by this Agreement are consummated, the Parties shall bear their own respective expenses (including all compensation and expenses of counsel, financial advisors, consultants, actuaries and independent accountants) incurred in connection with this Agreement and the transactions contemplated hereby.

13.10 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 Texas, without regard to principles of conflicts of laws or any other law that would make the laws of any other jurisdiction applicable hereto.

(b) Without limitation of any Party's right to appeal any Order of the Bankruptcy Court, the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes arising out of or relating to this Agreement, any breach or default hereunder, or the transactions contemplated hereby, and any and all such claims shall be filed and maintained only in the Bankruptcy Court. The Parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive any objection based on improper venue or forum non conveniens. If the Bankruptcy Case is closed or the Bankruptcy Court declines to exercise jurisdiction, any such claims shall be brought in a state or federal court of competent jurisdiction located in the same jurisdiction as the Bankruptcy Court, and the Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts. The Parties consent to service of process by mail (in accordance with Section 13.4) or any other manner permitted by law.

(c) **THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SELLERS, BUYER OR THEIR RESPECTIVE REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.**

13.11 Counterparts. This Agreement and any amendment hereto may be executed in two or more counterparts, each of which shall be deemed to be an original of this Agreement or such amendment and all of which, when taken together, shall constitute one and the same instrument. Notwithstanding anything to the contrary in Section 13.4, delivery of an executed counterpart of a signature page to this Agreement or any amendment hereto by telecopier, facsimile or email attachment that contains a portable document format (.pdf) file of an executed signature shall be effective as delivery of a manually executed counterpart of this Agreement or such amendment, as applicable.

13.12 Parties in Interest; No Third-Party Beneficiaries; No Amendment. This Agreement and the other Transaction Documents shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. This Agreement and the other Transaction Documents are for the sole benefit of the Parties and their permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable benefit, claim, cause of action, remedy or right of any kind. Notwithstanding anything to the contrary, nothing in this Agreement shall constitute an amendment to any Plan.

13.13 Remedies. Neither the exercise of nor the failure to exercise a right of set-off or to give notice of a claim under this Agreement will constitute an election of remedies or limit Sellers or Buyer in any manner in the enforcement of any other remedies that may be available to any of them, whether at law or in equity.

13.14 Specific Performance. With respect to the Parties' respective covenants under this Agreement, (a) each Party recognizes that if such Party breaches or refuses to perform any such covenant, monetary damages alone would not be adequate to compensate the non-breaching Party or Parties for their injuries, (b) the non-breaching Party or Parties shall therefore be entitled, in addition to any other remedies that may be available, to obtain specific performance of the terms of such covenants, (c) if any Action is brought by the non-breaching Party or Parties to enforce such covenants, the Party in breach shall waive the defense that there is an adequate remedy at law, (d) each Party agrees to waive any requirement for the security or posting of any bond in connection with any Action seeking specific performance of such covenants and (e) each Party agrees that the only permitted objection that it may raise in response to any action for specific performance of such covenants is that it contests the existence of a breach or threatened breach of such covenants.

13.15 Limitations on Damages. NO PARTY (OR ITS AFFILIATES OR REPRESENTATIVES) SHALL, UNDER ANY CIRCUMSTANCE, BE LIABLE TO THE OTHER PARTY (OR ITS AFFILIATES OR REPRESENTATIVES) FOR ANY EXEMPLARY OR PUNITIVE DAMAGES CLAIMED BY SUCH OTHER PARTY UNDER THE TERMS OF OR DUE TO ANY BREACH OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE

FOREGOING LIMITATION SHALL NOT APPLY TO THE EXTENT SUCH DAMAGES ARE PAYABLE TO A THIRD PARTY.

13.16 Joinder. At each applicable Closing, any Person to whom Buyer assigns the right to receive any of the Acquired Assets at such Closing shall execute a joinder in customary form, pursuant to which each such other Person will assume, and will be obligated with Buyer on a joint and several basis, to perform and satisfy each of Buyer's obligations under this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Asset Purchase Agreement to be executed and delivered by their duly authorized representatives, all as of the Execution Date.

BUYER:

SYMPO 2026, LLC

By: _____
Name: David Hartman
Title: Authorized Signatory

SELLERS:

INSPIRED SENIOR LIVING OF CHESTERFIELD DST, a Delaware statutory trust

By: INSPIRED SENIOR LIVING OF CHESTERFIELD ST, LLC, a Delaware limited liability company
Its: Signatory Trustee

By: TRINITY RIVER ADVISORS, LLC
Its: Independent Manager

By: _____
Name: Mark Andrews
Title: Authorized Signatory

INSPIRED SENIOR LIVING OF CHESTERFIELD MT, LLC

Signed by:
By: M. Benjamin Jones
46022179A69843E...
Name: M. Benjamin Jones
Title: Authorized Signatory

INSPIRED SENIOR LIVING OF LAKE ORION DST, a Delaware statutory trust

By: INSPIRED SENIOR LIVING OF LAKE ORION ST, LLC, a Delaware limited liability company
Its: Signatory Trustee

By: TRINITY RIVER ADVISORS, LLC
Its: Independent Manager

By: _____
Name: Mark Andrews
Title: Authorized Signatory

INSPIRED SENIOR LIVING OF LAKE ORION MT, LLC

Signed by:
By: M. Benjamin Jones
46622179A699843E...
Name: M. Benjamin Jones
Title: Authorized Signatory

Schedule 1
Sellers

1. **DST Seller:**
   a. Inspired Senior Living of Chesterfield DST
   b. Inspired Senior Living of Lake Orion DST

2. **Master Tenant Seller**
   a. Inspired Senior Living of Chesterfield MT, LLC
   b. Inspired Senior Living of Lake Orion MT, LLC

Schedule 2
Communities; Allocations

#	Community	Corresponding Owned Real Property	Applicable Sellers	Allocation ($)
1.	Salterra at Chesterfield	29891 32 Mile Road, New Baltimore, Michigan 48047.	**DST Seller**: Inspired Senior Living of Chesterfield DST, a Delaware statutory trust **Master Tenant Seller**: Inspired Senior Living of Chesterfield MT, LLC, a Delaware limited liability company	$3,000,000
2.	Mariella of Lake Orion	985 North Lapeer Road, Lake Orion, MI 48362	**DST Seller**: Inspired Senior Living of Lake Orion DST **Master Tenant Seller**: Inspired Senior Living of Lake Orion MT, LLC	$6,100,000
			TOTAL:	**$9,100,000**

This Schedule is subject to modification pursuant to Section 2.1(c) of this Agreement.

Exhibit A
Form of Assignment and Assumption Agreement

[See attached.]

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement, dated as of [●], 2026 (this "Assignment"), is made and entered into by and among SYMPO 2026, LLC, a Delaware limited liability company ("Buyer"), the Persons listed under the heading "DST Sellers" on Schedule 1 to the Purchase Agreement (as defined below) (collectively, the "DST Sellers" and each a "DST Seller") and the Persons listed under the heading "Master Tenant Sellers" on Schedule 1 to the Purchase Agreement (collectively, the "Master Tenant Sellers" and each a "Master Tenant Seller"; the DST Sellers and Master Tenant Sellers are collectively referred to herein as "Sellers"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement, dated as of July 13, 2026 (the "Purchase Agreement"), by and among Buyer and Sellers.

WHEREAS, pursuant to sections 105, 363 and 365 of the Bankruptcy Code and the Asset Purchase Agreement, Sellers have, among other things, agreed to sell, transfer, assign, convey and deliver to Buyer or one or more Buyer Designees, and Buyer has agreed to purchase, acquire and accept from Sellers, upon the terms and conditions set forth in the Asset Purchase Agreement, all of the rights, titles and interests of Sellers in and to the Acquired Assets including, without limitation, the Assumed Contracts, free and clear of all Liens (other than Permitted Liens and Assumed Liabilities); and

WHEREAS, pursuant to Section 2.3 and 2.5 of the Purchase Agreement, Buyer has agreed to assume, effective as of the applicable Closing, the Assumed Liabilities.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Purchase Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Sellers hereby assign and delegate the Assumed Contracts and the Assumed Liabilities to Buyer or the applicable Buyer Designee, and Buyer or the applicable Buyer Designee hereby accepts assignment and delegation of and assumes the Assumed Contracts and the Assumed Liabilities, in each case, as set forth in the Purchase Agreement. Buyer assumes none of the Excluded Liabilities.

2. Section 2.6 of the Purchase Agreement is incorporated herein by this reference.

3. This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns.

4. No provision of this Assignment, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the parties hereto and their respective successors and permitted assigns, any remedy or claim under or by reason of this Assignment or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Assignment shall be for the sole and exclusive benefit of each of Sellers and Buyer, their respective successors and permitted assigns.

5. None of the provisions of this Assignment may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by Sellers and Buyer, or in the case of a waiver, by the party(ies) against whom the waiver is to be effective.

6. This Assignment is subject in all respects to the terms and conditions of the Purchase Agreement, and nothing contained in this Assignment shall be deemed to supersede or modify any of the terms of such Agreement. To the extent any provision of this Assignment is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control.

7. Section 13.10 of the Purchase Agreement is incorporated herein by this reference, mutatis mutandis.

8. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[*Signature pages follow*]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered by their respective duly authorized representatives as of the date first above written.

DST SELLERS:

INSPIRED SENIOR LIVING OF CHESTERFIELD DST, a Delaware statutory trust

By: INSPIRED SENIOR LIVING OF CHESTERFIELD ST, LLC, a Delaware limited liability company
Its: Signatory Trustee

By: TRINITY RIVER ADVISORS, LLC
Its: Independent Manager

By: _____
Name:
Title:

INSPIRED SENIOR LIVING OF LAKE ORION DST, a Delaware statutory trust

By: INSPIRED SENIOR LIVING OF LAKE ORION ST, LLC, a Delaware limited liability company
Its: Signatory Trustee

By: TRINITY RIVER ADVISORS, LLC
Its: Independent Manager

By: _____
Name:
Title:

MASTER TENANT SELLERS:

INSPIRED SENIOR LIVING OF CHESTERFIELD MT, LLC, a Delaware limited liability company

By: _____
Name:
Title:

INSPIRED SENIOR LIVING OF LAKE ORION MT, LLC, a Delaware limited liability company

By: _____
Name:
Title:

BUYER:

SYMPO 2026, LLC

By _____
Name:
Title:

Exhibit B
Form of Bill of Sale

[See attached.]

BILL OF SALE

This Bill of Sale, dated as of [●], 2026 (this "Bill of Sale"), is made and entered into by and among SYMPO 2026, LLC, a Delaware limited liability company ("Buyer"), and the Persons listed under the heading "DST Sellers" on Schedule 1 to the Purchase Agreement (as defined below) (collectively, the "DST Sellers") and the Persons listed under the heading "Master Tenant Sellers" on Schedule 1 to the Purchase Agreement (collectively, the "Master Tenant Sellers" and, together with the DST Sellers, "Sellers"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement, dated as of July 13, 2026 (the "Purchase Agreement"), by and among Buyer and Sellers.

WHEREAS, pursuant to Sections 105, 363 and 365 of the Bankruptcy Code and the Purchase Agreement, Sellers have, among other things, agreed to sell, transfer, assign, convey and deliver to Buyer and or one or more Buyer Designees, and Buyer has agreed to purchase, acquire and accept from Sellers, upon the terms and conditions set forth in the Purchase Agreement, all of the rights, titles and interests of Sellers in and to the Acquired Assets, free and clear of all Liens (other than Permitted Liens and Assumed Liabilities).

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Purchase Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Each Seller hereby sells, transfers, assigns, conveys and delivers to Buyer and/or the applicable Buyer Designee(s), all of its right, title and interest in and to the Acquired Assets, free and clear of all Liens (other than Permitted Liens and Assumed Liabilities).

2. Section 2.6 of the Purchase Agreement is incorporated herein by this reference.

3. This Bill of Sale will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns.

4. No provision of this Bill of Sale, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the parties hereto and their respective successors and permitted assigns, any remedy or claim under or by reason of this Bill of Sale or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Bill of Sale shall be for the sole and exclusive benefit of each of Sellers and Buyer, their respective successors and permitted assigns.

5. None of the provisions of this Bill of Sale may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by Sellers and Buyer, or in the case of a waiver, by the party(ies) against whom the waiver is to be effective.

6. This Bill of Sale is subject in all respects to the terms and conditions of the Purchase Agreement and nothing contained in this Bill of Sale shall be deemed to supersede or modify the terms of the Purchase Agreement. To the extent any provision of this Bill of Sale is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control.

7. Except as otherwise set forth in the Purchase Agreement, nothing expressed or implied in this Bill of Sale shall be deemed to be an assumption by Buyer of any Excluded Liabilities.

8. Section 13.10 of the Purchase Agreement is incorporated herein by this reference, mutatis mutandis.

9. This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[*Signature Pags Follow*]

IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be duly executed by their respective authorized officers as of the date first above written.

DST SELLERS:

INSPIRED SENIOR LIVING OF CHESTERFIELD DST, a Delaware statutory trust

By: INSPIRED SENIOR LIVING OF CHESTERFIELD ST, LLC, a Delaware limited liability company
Its: Signatory Trustee

By: TRINITY RIVER ADVISORS, LLC
Its: Independent Manager

By: _____
Name:
Title:

INSPIRED SENIOR LIVING OF LAKE ORION DST, a Delaware statutory trust

By: INSPIRED SENIOR LIVING OF LAKE ORION ST, LLC, a Delaware limited liability company
Its: Signatory Trustee

By: TRINITY RIVER ADVISORS, LLC
Its: Independent Manager

By: _____
Name:
Title:

MASTER TENANT SELLERS:

INSPIRED SENIOR LIVING OF CHESTERFIELD MT, LLC, a Delaware limited liability company

By: _____
Name:
Title:

INSPIRED SENIOR LIVING OF LAKE ORION MT, LLC, a Delaware limited liability company

By: _____
Name:
Title:

BUYER:

SYMPO 2026, LLC

By _____
Name:
Title:

Exhibit C
Form of Title Company Agreement

[See attached.]

EXECUTION VERSION

CLOSING ESCROW AGREEMENT

This CLOSING ESCROW AGREEMENT (this "Agreement") is entered into as of [●], 2026, by and among SYMPO 2026, LLC, a Delaware limited liability company ("Buyer"), the entities listed under the headings "DST Sellers" and "Master Tenant Sellers" on Schedule 1 attached hereto (collectively, the "Sellers" and each a "Seller"), and Chicago Title Insurance Company (the "Title Company" or the "Escrow Agent" and, together with Buyer and Sellers, the "Parties" and each a "Party").

WHEREAS, on February 2, 2026 (the "Petition Date"), each of the Sellers commenced a case by filing a petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") (collectively, the "Bankruptcy Cases") in the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division (the "Bankruptcy Court"). The Bankruptcy Cases are being jointly administered under the caption Inspired Healthcare Capital Holdings, LLC et al., Case No. 26-90004, for procedural purposes only. The Sellers continue to operate their businesses and manage their properties as debtors and debtors-in-possession pursuant to Bankruptcy Code sections 1107(a) and 1108;

WHEREAS, Buyer and Sellers have entered into that certain Asset Purchase Agreement, dated as of July 13, 2026 (the "Purchase Agreement"), pursuant to which, among other things, (a) the DST Sellers have agreed to sell all of their right, title and interest in and to certain owned real property, and (b) the Master Tenant Sellers have agreed to sell all of their right, title and interest in and to certain operating assets, in each case on the terms and subject to the conditions set forth in the Purchase Agreement and subject to the entry of a sale order by the Bankruptcy Court authorizing such sale pursuant to Sections 105, 363, and 365 of the Bankruptcy Code (the "Transaction"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement;

WHEREAS, pursuant to and in accordance with the Purchase Agreement, at each Closing (whether the Initial Closing or any Subsequent Closing), all deliveries shall be made remotely by electronic exchange, including delivery of (i) the balance of the Purchase Price (each, a "Closing Cash Payment"), (ii) the Transaction Documents, and (iii) any other documentation or funds delivered or exchanged at such Closing (including any title insurance policy) (collectively, the "Closing Escrow Items"), to the Escrow Agent pursuant to this Agreement; and

WHEREAS, the Parties have agreed that the Closing Escrow Items shall be held by the Escrow Agent in the Closing Escrow (as hereinafter defined) and released to Buyer or Sellers, as applicable, in accordance with the terms of this Agreement and, as between Buyer and Sellers, the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Appointment. Buyer and Sellers hereby appoint Title Company to serve as Escrow Agent to facilitate (a) the receipt, holding, and disbursement of the Closing Cash Payment, and (b) the receipt, holding, release, and distribution of the Closing Escrow Items, in each case in

accordance with the terms of this Agreement, and Title Company hereby accepts such appointment under the terms and conditions set forth herein.

2. Establishment of Closing Escrow.

Title Company, in its capacity as Escrow Agent, is authorized (a) to establish a closing escrow account (the "Closing Escrow") to hold in escrow the Closing Cash Payment, which shall be deposited by wire transfer of immediately available funds and held in an interest-bearing deposit account with a financial institution selected by the Escrow Agent and reasonably approved by Buyer and Sellers, and (b) to hold in escrow the other Closing Escrow Items (including, without limitation, the Transaction Documents). The Escrow Agent shall acknowledge receipt of each of the Closing Escrow Items delivered to the Closing Escrow by written confirmation to Buyer and Sellers upon receipt.

Notwithstanding anything to the contrary in this Agreement or under applicable law, Sellers and Buyer acknowledge and agree that the Closing Escrow Items shall not be subject to any lien, attachment, trustee process or any other judicial process of any creditor of any Seller or Buyer, including without limitation pursuant to section 362 of the Bankruptcy Code.

The Escrow Agent acknowledges and agrees that the Closing Escrow Items are held in trust for disbursement and release solely in accordance with the terms of this Agreement. The Sellers and Buyer agree and represent to Escrow Agent that any interest or other income earned on the Closing Cash Payment held in the Closing Escrow shall for the purposes of reporting such income to the appropriate taxing authorities be deemed to be earned by the Buyer. Buyer represents that it is a US person as that term is defined by the IRS. Buyer agrees to provide Escrow Agent with a certified tax identification number by signing and returning a Form W-9 to Escrow Agent upon execution of this Agreement. Buyer understands that, in the event the tax identification number is incorrect or is not certified to Escrow Agent, the Internal Revenue Code, as amended from time to time, may require withholding of a portion of any interest or other income earned on the Closing Cash Payment. Escrow Agent's sole tax reporting obligation hereunder is to file with the IRS any applicable Form 1099, as required by law, with respect to Escrow Agent's investment of the Closing Cash Payment under this Agreement in respect of any earnings thereon. Buyer agrees to assume any and all obligations imposed, now or hereafter, by the applicable tax law and/or applicable taxing authorities, with respect to any interest or other income earned on the Closing Cash Payment and to indemnify and hold Escrow Agent harmless from any liability or obligation on account of taxes, assessments, additions for late payment, interest, penalties, expenses and other governmental charges that may be assessed or asserted against Escrow Agent in connection with or relating to any payment made or other activities performed under the terms of this Agreement, including without limitation any liability for the withholding or deduction of (or the failure to withhold or deduct) the same, and any liability for the failure to obtain proper certifications or to report properly to governmental authorities in connection with this Agreement, including costs and expenses (including reasonable legal fees and expenses) interest and penalties, in each such case to the extent applicable to, or arising in respect of, the interest earned on the Closing Cash Payment, unless finally determined by a court of competent jurisdiction, subject to no further appeal, to have resulted solely from the gross negligence or willful misconduct of Escrow Agent. The foregoing indemnification and agreement to hold harmless shall survive the termination of this Agreement.

3. Release Instructions. Sellers and Buyer hereby irrevocably and unconditionally agree that the Closing Escrow Items shall be released and/or disbursed in accordance with the following provisions:

a. Closing Release. If all conditions to Closing set forth in the Purchase Agreement have been satisfied or waived by the applicable Parties (the "Closing Release Trigger Event"), then Sellers and Buyer shall each deliver executed closing release instructions (the "Closing Release Instructions") to the Escrow Agent and to the other Parties by no later than the applicable Closing Date, instructing the Escrow Agent to release on the applicable Closing Date: (i) the Closing Cash Payment, as credited and adjusted for prorations in accordance with the Purchase Agreement and the Closing Statement (as hereinafter defined); and (ii) the other Escrowed Items to the applicable recipient(s) as specified in the Closing Release Instructions.

b. Termination Return. If the Closing does not occur, then Sellers and Buyer shall jointly deliver counter-signed and executed return instructions with respect to the Closing Escrow Items (together with the Closing Release Instructions, the "Release Instructions") to the Escrow Agent.

The Escrow Agent shall be entitled to rely on such Release Instructions as valid instructions given by Sellers and Buyer for the purpose of releasing or returning the Closing Escrow Items from the Closing Escrow, subject to Section 4.

4. Duties of Escrow Agent. The Escrow Agent shall receive and hold the Closing Escrow Items in accordance with Section 3 and this Section 4, and in reliance upon information provided in accordance with this Agreement to Title Company by the Authorized Representatives (as defined in Exhibit A-1 and Exhibit A-2) of Buyer or Sellers, as applicable or otherwise in accordance with a final non-appealable decision, order, judgment or decree of a court of competent jurisdiction as to which the period of time for appealing such final decision, order, judgment or decree has expired without an appeal having been timely made, or, if an appeal is timely made, as to which such appeal has been disposed of and there is no recourse to further appeals.

The Escrow Agent shall have only those duties as are specifically and expressly provided herein, which shall be deemed purely ministerial in nature, and no other duties, including but not limited to any fiduciary duties, shall be implied. Except as may be specifically provided in this Agreement, the Escrow Agent shall not be responsible for or under, or chargeable with knowledge of, nor have any requirement to comply with, the terms and conditions of any other agreement, instrument or document executed between/among Buyer and Sellers, including without limitation the Purchase Agreement and any other agreement entered into in connection with the Transaction, nor shall the Escrow Agent be required to determine if any Party has complied with any other agreement. Notwithstanding the terms of any other agreement between or among Title Company, Buyer, Sellers or any other third party, the terms and conditions of this Agreement only shall control the actions of the Escrow Agent. The Escrow Agent may conclusively rely upon instructions delivered to it by the Authorized Representatives of Buyer and Sellers without being required to determine the authenticity or validity thereof or the correctness of any fact stated therein, the propriety or validity of the service thereof, or the jurisdiction of the court issuing any judgment or order delivered in accordance with the Notice section of this Agreement believed by it to be genuine and, as applicable, to have been signed by an Authorized Representative of Buyer

and Sellers, without inquiry and without requiring substantiating evidence of any kind, and the Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document, notice, instruction or request. The Escrow Agent shall not be liable for any action taken, suffered or omitted to be taken by it in good faith except to the extent that a court of competent jurisdiction determines by final court order that Escrow Agent's fraud and/or gross negligence or willful misconduct was the primary cause of any loss to Buyer or Sellers. The Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through any of its affiliates or agents. The Escrow Agent shall have no duty to solicit any payments that may be due to it or to the Closing Escrow. Escrow Agent shall not be obligated to take any legal action or commence any proceeding in connection with the Closing Escrow Items, this Agreement or the Purchase Agreement, or to appear in, prosecute or defend any such legal action or proceeding. The Escrow Agent may consult with legal counsel of its selection in the event of any dispute or question as to the meaning or construction of any of the provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected in acting in accordance with the opinion and instructions of such counsel, except to the extent that such loss results from the Escrow Agent's fraud, gross negligence or willful misconduct finally determined by a court of competent jurisdiction. This Agreement sets forth all of the obligations of the Escrow Agent, and no additional obligations shall be implied from the terms of this Agreement or any other agreement, instrument or document. The Escrow Agent shall be under no duty to give the property held by it hereunder any greater degree of care than it gives its own similar property.

The Escrow Agent may resign and be discharged from the performance of its duties hereunder at any time by giving thirty (30) days prior written notice to Buyer and Sellers specifying a date when such resignation shall take effect. Upon any such notice of resignation, the Authorized Representatives shall appoint a successor Escrow Agent hereunder prior to the effective date of such resignation. The retiring Escrow Agent shall transmit all records pertaining to the Closing Escrow Items and shall deliver all Closing Escrow Items to the successor Escrow Agent, after making copies of such records as the retiring Escrow Agent deems advisable and after deduction and payment to the retiring Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by the retiring Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder. After any retiring Escrow Agent's resignation, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Escrow Agent under this Agreement. Any corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation or association to which all or substantially all of the escrow business of the Escrow Agent's corporate trust line of business may be transferred, shall be the Escrow Agent under this Agreement without further act.

5. Compensation.

a. Buyer shall compensate Escrow Agent for its services hereunder in accordance with Escrow Agent's standard fee and expense schedule. The obligations of Buyer under this Section 5(a) shall survive any termination of this Agreement and the resignation or removal of Escrow Agent.

b. Buyer shall promptly pay any and all amounts due to the Escrow Agent under this Agreement upon receipt of an invoice from the Escrow Agent. For the avoidance of doubt, Buyer shall bear sole responsibility for all fees, costs and expenses

payable to the Escrow Agent pursuant to this Agreement, consistent with the terms of the Purchase Agreement. Sellers shall have no obligation to pay any fees, costs or expenses of the Escrow Agent.

6. Reserved.

7. Indemnification and Reimbursement. From and at all times after the date of this Agreement, Buyer and Sellers, each severally and not jointly (and, as among Sellers, on a joint and several basis), shall, to the fullest extent permitted by law indemnify and hold harmless Escrow Agent and each director, officer, employee, attorney, agent and affiliate of Escrow Agent (collectively, the "Indemnitees") against any and all actions, claims (whether or not valid), losses, damages, liabilities, costs and expenses of any kind or nature whatsoever (including without limitation reasonable attorneys' fees, costs and expenses) incurred by or asserted against any of the Indemnitees from and after the date hereof, whether direct, indirect or consequential, as a result of or arising from or in any way relating to any claim, demand, suit, action or proceeding (including any inquiry or investigation) by any person, whether threatened or initiated, asserting a claim for any legal or equitable remedy against any person under any statute or regulation, including, but not limited to, any federal or state securities laws, or under any common law or equitable cause or otherwise, arising from or in connection with the negotiation, preparation, execution, performance or failure of performance of this Agreement or any transactions contemplated herein, whether or not any such Indemnitee is a party to any such action, proceeding, suit or the target of any such inquiry or investigation; provided, however, that no Indemnitee shall have the right to be indemnified hereunder for any liability finally determined by a court of competent jurisdiction to have resulted solely from the gross negligence or willful misconduct of such Indemnitee; and provided further, that (i) Buyer's indemnification obligation shall apply to losses arising from or relating to Buyer's acts or omissions in connection with this Agreement or the Transaction, (ii) Sellers' indemnification obligation shall apply only to losses arising from or relating to any of the Sellers' acts or omissions in connection with this Agreement or the Transaction, and (iii) in no event shall any Seller be liable for any indemnification obligation of Buyer. Each of the Indemnitees shall, in its sole discretion, have the right to select and employ separate counsel with respect to any action or claim brought or asserted against it, and the reasonable fees of such counsel shall be paid upon demand by Buyer (as between Buyer and Sellers, in accordance with the allocation set forth in this Section 7). If Escrow Agent is requested or required to appear as a witness in any action that is brought by, on behalf of, or against Buyer and Sellers or that otherwise relates to this Agreement or the Transaction, Buyer and Sellers, each severally and not jointly (and, as among Sellers, on a joint and several basis) agrees to (i) compensate Escrow Agent for its associated time charges at its regular rates in effect at the time and (ii) reimburse Escrow Agent for all documented, actual out-of-pocket expenses incurred by Escrow Agent in connection with such appearance or preparing to appear as a witness, including without limitation, the fees and disbursements of legal counsel of Escrow Agent's choosing, in each case in accordance with the several allocation set forth in this Section 7. In addition, Escrow Agent will be compensated and reimbursed for any time and expense (including without limitation, fees and expenses of legal counsel of Escrow Agent's choosing) that Escrow Agent may incur in considering or responding to discovery requests or other formal information requests for documents or information made in connection with any action in connection with this Agreement or the Transaction. The obligations of Buyer and Sellers under this Section 7 shall survive any termination of this Agreement and the resignation or removal of the Escrow Agent. Notwithstanding anything to the contrary in this

Agreement, the Escrow Agent shall not exercise any right of setoff, lien, deduction or self-help against the Closing Escrow or the Closing Escrow Items held therein to satisfy any compensation, reimbursement of expenses, indemnification or other amount owed to it under this Agreement, including pursuant to this Section 7, without either (i) a joint written instruction signed by duly authorized representatives of each of Buyer and Sellers expressly directing such payment, or (ii) a final, non-appealable order of a court of competent jurisdiction expressly authorizing such payment.

8. Limitations on Liability. Escrow Agent shall not be liable for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines by final court order that Escrow Agent's fraud and/or gross negligence or willful misconduct was the primary cause of any loss to Buyer or Sellers. ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT SHALL THE ESCROW AGENT, BUYER OR SELLERS BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH LOSS OR DAMAGE AND REGARDLESS OF THE FORM OF ACTION.

If, at any time, (i) there shall exist any dispute between Buyer and Sellers or the Authorized Representatives with respect to the holding or disposition of all or any portion of the Closing Escrow Items or any other obligations of Escrow Agent hereunder, (ii) Escrow Agent is unable to determine, to Escrow Agent's sole satisfaction, the proper disposition of all or any portion of the Closing Escrow Items or Escrow Agent's proper actions with respect to its obligations hereunder, or (iii) the Authorized Representatives have not within 30 calendar days of the furnishing by Escrow Agent of a notice of resignation pursuant to Section 4 hereof, appointed a successor Escrow Agent to act hereunder, then Escrow Agent may, in its sole discretion, take either or both of the following actions:

a. suspend the performance of any of its obligations (including without limitation any disbursement obligations) under this Agreement until such dispute or uncertainty shall be resolved to the sole satisfaction of the Escrow Agent or until a successor Escrow Agent shall have been appointed (as the case may be); and/or

b. petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction in any venue convenient to the Escrow Agent, for instructions with respect to such dispute or uncertainty, and to the extent required or permitted by law, pay into or deliver to such court, for holding and disposition in accordance with the instructions of such court, all Closing Escrow Items, after deduction and payment to the Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by the Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder.

The Escrow Agent shall have no liability to Buyer, Sellers, their respective shareholders or members or any other person with respect to any such suspension of performance or delivery into court, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of any delay in the release of the Closing

Escrow Items or any delay in or with respect to any other action required or requested of the Escrow Agent.

9. Confidentiality. The Parties agree to keep confidential all non-public records, systems, procedures, software and other information received from the other Party and identified as confidential in connection with the services provided hereunder; provided, however, that if any such information was publicly available, already in the Party's possession or known to it, independently developed, lawfully obtained from a third party or required to be disclosed by law, then a Party shall bear no responsibility for publicly disclosing such information.

If any Party reasonably believes that it is required to disclose any confidential information pursuant to an order from a governmental authority, such Party shall, to the extent permitted by applicable law and practicable without subjecting the party to liability or penalties, provide written notice to the other Parties promptly after receiving such order, to allow the other Parties sufficient time to seek any remedy available under applicable law to prevent disclosure of the information.

10. Notices. All communications hereunder shall be in writing or set forth in a written PDF (or similar electronic or photostatic method) attached to an email, and all instructions from Buyer and Sellers to the Escrow Agent shall be executed by signature by the Authorized Representatives identified on Exhibit A-1 and Exhibit A-2, as applicable, or by counsel for Buyer or Seller, as applicable, and shall be deemed to be delivered in accordance with the terms of this Agreement (a) no later than the first Business Day following the day of delivery by email provided no delivery failure notice is received, if delivered by email, or (b) when actually received, if delivered by hand, by certified mail return receipt requested, or by courier or express delivery service (with receipt showing signature) to the appropriate email address or notice address set forth for each party hereto as follows:

If to Buyer:

SYMPO 2026, LLC
c/o Symphony Network
7257 N Lincoln Avenue
Lincolnwood, IL 60712
Email: djh@symphonynetwork.com

With a copy (which shall not constitute notice) to:

Gutnicki LLP
4711 Golf Road, Suite 200
Skokie, IL 60091
Attn: Stacy J. Flanigan
Email: sflanigan@gutnicki.com

If to Sellers:

Inspired Healthcare Capital
7033 East Greenway Parkway, Suite 250
Scottsdale, AZ 85254

and

Ankura Consulting Group, LLC
485 Lexington Ave., 10th Floor
New York, NY 10017
Attn: M. Benjamin Jones
Email: Ben.Jones@ankura.com

and

Trinity River Advisors
8080 N. Central Expy, Suite 1729
Dallas, TX 75206
Attn: Mark Andrews
Email: mark@trinityriveradvisors.com

With a copy to:

Dechert LLP
2651 N Harwood Street
Dallas, TX 75201
Attn: Marcus Helt; Jack Haake
Email: marcus.helt@dechert.com; jack.haake@dechert.com

and

DLA Piper LLP (US)
1900 N. Pearl St., Suite 2200
Dallas, TX 75201
Email: James.muenker@us.dlapiper.com

If to the Escrow Agent:

Chicago Title Insurance Company
701 Fifth Avenue, Suite 2700
Seattle, WA 98104
Attn: Bandhanjit Singh
Tel: (206) 628-2837
Email: bandhanjit.singh@ctt.com

Any Party may provide notice per this Section 10 of any change in address or Authorized Representative as appropriate.

11. Compliance with Court Orders. In the event that any of the Closing Escrow Items shall be attached, garnished, levied upon or otherwise subject to any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, the Escrow Agent is hereby expressly

authorized, in its sole discretion, to obey and comply with all such court orders so entered or issued, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such court order, it shall not be liable to Buyer, Sellers or any other person or entity by reason of such compliance notwithstanding such order being subsequently reversed, modified, annulled, set aside or vacated.

12. Termination. This Agreement and the duties of the Escrow Agent hereunder shall automatically terminate (a) when all Closing Escrow Items have been released or returned to the applicable Parties and the instructions of Buyer and Sellers with respect thereto complied with, (b) upon delivery to the Escrow Agent of a written notice of termination executed jointly by an Authorized Representative of Buyer and Sellers in accordance with Section 10, or (c) upon the mutual written agreement of the Parties.

13. Representations and Warranties of Buyer. Buyer makes the following representations and warranties to the Escrow Agent:

a. Buyer is duly organized, validly existing, and in good standing under the laws of the state of its incorporation or organization, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

b. This Agreement has been duly approved by all necessary action, including any necessary shareholder, membership, or court approval, has been executed by its duly authorized officers, and constitutes its valid and binding agreement enforceable in accordance with its terms.

c. The execution, delivery, and performance of this Agreement will not violate, conflict with, or cause a default under its articles of incorporation, articles of organization, bylaws, management agreement or other organizational document, as applicable, any applicable law or regulation, any court order or administrative ruling or decree to which it is a party or any of its property is subject.

d. The applicable persons designated on Exhibit A-1 hereto have been duly appointed to act as representatives of Buyer, respectively, hereunder and have full power and authority to execute and deliver any instructions under this Agreement, to amend, modify or waive any provision of this Agreement on behalf of Buyer and to take any and all other actions as the Authorized Representatives under this Agreement, all without further consent or direction from it.

14. Representations and Warranties of each Seller.

Each Seller makes the following representations and warranties to the Escrow Agent:

a. Seller is duly organized, validly existing, and in good standing under the laws of the state of its incorporation or organization, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

b. This Agreement has been duly approved by all necessary action, including any necessary shareholder, membership, or court approval, has been executed by its duly authorized officers, and constitutes its valid and binding agreement enforceable in accordance with its terms.

c. The execution, delivery, and performance of this Agreement will not violate, conflict with, or cause a default under its articles of incorporation, articles of organization, bylaws, management agreement or other organizational document, as applicable, any applicable law or regulation, any court order or administrative ruling or decree to which it is a party or any of its property is subject.

d. The applicable persons designated on Exhibit A-2 hereto have been duly appointed to act as representatives of Sellers, respectively, hereunder and have full power and authority to execute and deliver any instructions under this Agreement, to amend, modify or waive any provision of this Agreement on behalf of Sellers and to take any and all other actions as the Authorized Representatives under this Agreement, all without further consent or direction from it.

15. Miscellaneous.

a. The provisions of this Agreement may be waived, altered, amended or supplemented only by a writing signed by the Escrow Agent and an Authorized Representative of each of Buyer and Sellers. No waiver of any provision of this Agreement will be valid unless the waiver is in writing and signed by the waiving parties. The failure of a party at any time to require performance of any provision of this Agreement will not affect such party's rights at a later time to enforce such provision. No waiver by any Party of any breach of this Agreement will be deemed to extend to any other breach hereunder or affect in any way any rights arising by virtue of any other breach.

b. Except as otherwise provided herein, neither this Agreement nor any right or interest hereunder may be assigned by any Party without the prior consent of the Parties. To comply with federal law, including the USA PATRIOT Act (as defined below), assignees shall provide to the Escrow Agent or the financial institution(s) in which the Deposit Account is held, as appropriate, the appropriate Form W-9 or W-8, as applicable, and such other forms and documentation that the Escrow Agent or financial institution may request for purposes of identification and authorization to act.

c. This Agreement shall be governed by and construed under the laws of the State of New York, without giving effect to any choice-of-law or conflict-of-law rules that would cause the application of the laws of any other jurisdiction; provided that, to the extent the Bankruptcy Code applies, it shall govern to the extent of any conflict with New York law. Each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division (the "Bankruptcy Court") for the purposes of any suit, action or other proceeding arising out of this Agreement or the subject matter hereof. In the event that the Bankruptcy Court declines to exercise or does not have jurisdiction, or upon the closing or dismissal of the Bankruptcy Cases, each of the Parties hereby irrevocably submits to the general exclusive jurisdiction of the federal courts sitting in the Southern District of New York in the State of New York, or if such federal courts do not have jurisdiction, then to the Commercial Division of the state courts residing in the County of New York in the State of New York (or

if the Commercial Division does not have jurisdiction, then to other state courts residing in the County of New York in the State of New York), and appellate courts of any of the foregoing.

d. To the extent that in any jurisdiction the Parties may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, the Parties shall not claim, and hereby irrevocably waive, such immunity.

e. None of the parties hereto shall be liable to any other party for losses due to, or if it is unable to perform its obligations under the terms of this Agreement because of, acts of God, fire, war, terrorism, floods, strikes, electrical outages, equipment or transmission failure, the unavailability of the Federal Reserve Bank wire services or any electronic communication facility, or other causes reasonably beyond its control.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument or instruction, as applicable. All signatures of the Parties to this Agreement may be transmitted by email PDF (or other electronic or photostatic method), and such email PDF (or other electronic or photostatic copy) will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces, and will be binding upon such party.

g. If any provision of this Agreement is determined to be prohibited or unenforceable by reason of any applicable law of a jurisdiction, then such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

h. Nothing in this Agreement, whether express or implied, shall be construed to give to any person other than the Parties and their respective successors and permitted assigns any legal or equitable right, remedy, interest or claim under or in respect of the Closing Escrow or this Agreement.

i. Waiver of Jury Trial. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OR RELATED TO THIS AGREEMENT IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE RESPECTING ANY MATTER ARISING UNDER THIS AGREEMENT.

j. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both oral and written, among the Parties with respect to the subject matter hereof.

k. The Escrow Agent hereby represents and warrants to each of the other Parties hereto that (a) it has all requisite corporate or other comparable power and authority to execute and deliver this Agreement and to consummate the transactions

contemplated hereby, (b) this Agreement has been duly and validly executed and delivered by such party and (c) (assuming the due authorization, execution and delivery by the other parties hereto) this Agreement constitutes the legal, valid and binding obligations of the Escrow Agent, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

l. Patriot Act Disclosure. Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "USA PATRIOT Act") requires the financial institution used by the Escrow Agent to implement reasonable procedures to verify the identity of any person that opens a new account with it. Accordingly, Buyer and each Seller acknowledge that under Section 326 of the USA PATRIOT Act, the financial institution in which the Closing Escrow will be maintained requires the financial institution to follow reasonable procedures to verify the identity including without limitation name, address and organizational documents ("Identifying Information"). Buyer and each Seller agree to provide the financial institution and/or Escrow Agent with, and consent to the Escrow Agent obtaining from third parties, any such Identifying Information required as a condition of opening an account with or using any service provided by the Escrow Agent. The Escrow Agent or financial institutions may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. The Escrow Agent will deliver all of the foregoing documents and materials that it collects to the financial institution who shall be responsible for verifying the identity of the parties or persons providing such documents and materials, and the Escrow Agent shall have no liability with respect thereto.

m. Escrow Agent shall not buy, sell, or deal in any of the securities of the Buyer or Sellers. Notwithstanding the foregoing, any stockholder, director, officer, or employee of Escrow Agent may buy, sell, and deal in any of the securities of the Buyer or Sellers and become pecuniarily interested in any transaction in which the Buyer or Sellers may be interested, and contract and lend money to the Buyer or Sellers and otherwise act as fully and freely as though Escrow Agent were not acting under this Agreement, in each case subject to Escrow Agent's internal policies then in effect. Nothing herein shall preclude Escrow Agent from acting in any other capacity for the Buyer or Sellers or for any other entity, subject to Escrow Agent's internal policies then in effect.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

SYMPO 2026, LLC

By: _____
Name:
Title:

INSPIRED SENIOR LIVING OF CHESTERFIELD DST, a Delaware statutory trust

By: INSPIRED SENIOR LIVING OF CHESTERFIELD ST, LLC, a Delaware limited liability company
Its: Signatory Trustee

By: TRINITY RIVER ADVISORS, LLC
Its: Independent Manager

By: _____
Name:
Title:

INSPIRED SENIOR LIVING OF LAKE ORION DST, a Delaware statutory trust

By: INSPIRED SENIOR LIVING OF LAKE ORION ST, LLC, a Delaware limited liability company
Its: Signatory Trustee

By: TRINITY RIVER ADVISORS, LLC
Its: Independent Manager

By: _____
Name:
Title:

INSPIRED SENIOR LIVING OF CHESTERFIELD MT, LLC, a Delaware limited liability company

By: _____
Name:
Title:

INSPIRED SENIOR LIVING OF LAKE ORION MT, LLC, a Delaware limited liability company

By: _____
Name:
Title:

CHICAGO TITLE INSURANCE COMPANY, in its capacity as Escrow Agent

By:_____
Name:
Title:

Schedule 1
Sellers

1. **DST Seller:**
   a. Inspired Senior Living of Chesterfield DST
   b. Inspired Senior Living of Lake Orion DST

2. **Master Tenant Seller**
   a. Inspired Senior Living of Chesterfield MT, LLC
   b. Inspired Senior Living of Lake Orion MT, LLC

Exhibit A-1

Certificate as to Buyer Authorized Signatures

The individuals who have been designated as "Authorized Representatives" of Buyer and are authorized to initiate and approve transactions of all types established under this Agreement on behalf of Buyer, including execution of Release Instructions, are identified below.

Name / Title /Telephone # / Email

Name: _____
Title: _____
Telephone (O): _____
Telephone (M): _____
E-Mail: _____
Signature:

Name: _____
Title: _____
Telephone (O): _____
Telephone (M): _____
E-Mail: _____
Signature:

Name: _____
Title: _____
Telephone (O): _____
Telephone (M): _____
E-Mail: _____
Signature:

Exhibit A-2

Certificate as to Sellers Authorized Signatures

The individuals who have been designated as "Authorized Representatives" of Sellers and are authorized to initiate and approve transactions of all types established under this Agreement on behalf of Sellers, including execution of Release Instructions, are identified below.

Name / Title /Telephone # / Email

Name: _____
Title: _____
Telephone (O): _____
Telephone (M): _____
E-Mail: _____
Signature: _____

Name: _____
Title: _____
Telephone (O): _____
Telephone (M): _____
E-Mail: _____
Signature: _____

Name: _____
Title: _____
Telephone (O): _____
Telephone (M): _____
E-Mail: _____
Signature:

DISCLOSURE SCHEDULES

TO

ASSET PURCHASE AGREEMENT

BY AND AMONG

SYMPO 2026, LLC

AND

THE SELLERS LISTED ON SCHEDULE 1 THERETO

Dated July 13, 2026

This document comprises the disclosure schedules (the "Schedules") referred to in that certain Asset Purchase Agreement (the "Agreement"), dated as of July 13, 2026 by and among SYMPO 2026, LLC, a Delaware limited liability company ("Buyer"), the Persons listed under the heading "DST Sellers" on Schedule 1 to the Agreement (collectively, the "DST Sellers" and each a "DST Seller"), and the Persons listed under the heading "Master Tenant Sellers" on Schedule 1 to the Agreement (collectively, the "Master Tenant Sellers" and each a "Master Tenant Seller"; the DST Sellers and Master Tenant Sellers are collectively referred to herein as the "Sellers"). Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Agreement. Any documents attached to these Schedules are incorporated in these Schedules in their entirety.

The section numbers in these Schedules correspond to the section numbers in the Agreement; provided, however, that any matter that is disclosed in a particular Schedule to the Agreement shall be deemed to have been included in the other Schedules and/or to qualify other representations and warranties set forth in the Agreement, notwithstanding the omission of a cross-reference thereto or the omission of a reference to any Schedule within any section of the Agreement, so long as the relevance of such matter to such other Schedules or representations and warranties is reasonably apparent. Disclosure of any fact or item in any Schedule shall not necessarily mean that such fact or item is material to the Sellers or the Business individually or taken as a whole. The information contained in the Schedules is disclosed solely for purposes of the Agreement, and no information disclosed herein shall be deemed to be an admission by any party to the Agreement to any third party of any matter whatsoever, including any violation of Legal Requirement or breach of any agreement or obligation.

These Schedules are qualified in their entirety by reference to specific provisions of the Agreement and are not intended to constitute, and shall not be construed as constituting, representations or warranties of the Sellers except as and to the extent provided in the Agreement.

Matters reflected in these Schedules are not necessarily limited to matters required by the Agreement to be set forth on these Schedules, and any such additional matters are for informational purposes only and do not necessarily include other matters of a similar nature. The inclusion of such matters shall not be deemed an admission that such matters were required to be reflected in these Schedules.

Headings have been inserted for each section of these Schedules for convenience of reference only and shall not have the effect of amending or changing the express description of such section as set forth in the Agreement. Cross-references to these Schedules are provided for the convenience of Buyer and shall not be deemed to modify or otherwise affect the meaning of the foregoing. The information contained in these Schedules is in all events confidential.

SCHEDULES

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Schedule 1.1

Permitted Liens

Community	Applicable Sellers	Permitted Liens
Mariella of Lake Orion	**DST Seller**: Inspired Senior Living of Lake Orion DST **Master Tenant Seller**: Inspired Senior Living of Lake Orion MT, LLC	*See* Annex 1.1 to these Schedules, which is incorporated herein by this reference.
Salterra at Chesterfield	**DST Seller**: Inspired Senior Living of Chesterfield DST **Master Tenant Seller**: Inspired Senior Living of Chesterfield MT, LLC	*See* Annex 1.1 to these Schedules, which is incorporated herein by this reference.

Schedule 2.1(a)(viii)

Real Property Assets

Community	Applicable DST Seller	Real Property Assets
Mariella of Lake Orion	**DST Seller**: Inspired Senior Living of Lake Orion DST	None.
Salterra at Chesterfield	**DST Seller**: Inspired Senior Living of Chesterfield DST	None.

Schedule 2.1(b)(vii)

Operating Assets

Community	Applicable Master Tenant Seller and DST Seller	Operating Assets
Mariella of Lake Orion	**DST Seller**: Inspired Senior Living of Lake Orion DST **Master Tenant Seller**: Inspired Senior Living of Lake Orion MT, LLC	All security deposits and prepaid rents held under or pursuant to all Resident Agreements.
Salterra at Chesterfield	**DST Seller**: Inspired Senior Living of Chesterfield DST **Master Tenant Seller**: Inspired Senior Living of Chesterfield MT, LLC	All security deposits and prepaid rents held under or pursuant to all Resident Agreements.

Schedule 2.2(l)

Excluded Assets

Community	Applicable Sellers	Excluded Assets
Mariella of Lake Orion	**DST Seller**: Inspired Senior Living of Lake Orion DST **Master Tenant Seller**: Inspired Senior Living of Lake Orion MT, LLC	• SAAS Subscription Agreement, dated January 29, 2022, between Yardi Systems, Inc. and Inspired Healthcare Capital • Pharmacy Services Agreement, dated March 16, 2023, between Pharmacy Corporation of America d/b/a PharMerica and Volante Senior Living, LLC • Master Services Agreement, dated January 30, 2023, between Certiphi Screening, Inc. and Volante Senior Living LLC • Master Service and License Agreement, dated March 22, 2023, between Vendor Credentialing LLC d/b/a symplr and Volante Senior Living LLC • Schedule 5.4 is incorporated by this reference.
Salterra at Chesterfield	**DST Seller**: Inspired Senior Living of Chesterfield DST **Master Tenant Seller**: Inspired Senior Living of Chesterfield MT, LLC	• SAAS Subscription Agreement, dated January 29, 2022, between Yardi Systems, Inc. and Inspired Healthcare Capital • Pharmacy Services Agreement, dated March 16, 2023, between Pharmacy Corporation of America d/b/a PharMerica and Volante Senior Living, LLC • Master Services Agreement, dated January 30, 2023, between Certiphi Screening, Inc. and Volante Senior Living LLC • Master Service and License Agreement, dated March 22, 2023, between Vendor Credentialing LLC d/b/a symplr and Volante Senior Living LLC • Schedule 5.4 is incorporated by this reference.

Schedule 2.5(a)(i)

Assumed Contracts

See Annex 2.5(a) to these Schedules, which is incorporated herein by this reference.

Schedule 5.4

No Violation; Consents and Approvals

Community	Applicable Sellers	No Violation; Consents and Approvals
Mariella of Lake Orion	**DST Seller**: Inspired Senior Living of Lake Orion DST **Master Tenant Seller**: Inspired Senior Living of Lake Orion MT, LLC	1. Schedule 7.11(a) is incorporated herein by this reference. 2. The following Permits held by Sellers may not be transferable: a. Michigan Department of Agriculture & Rural Development Food Service Establishment License b. Michigan Department of Licensing and Regulatory Affairs License for Home for the Aged c. Centers for Medicare and Medicaid Services CLIA Certificate of Waiver
Salterra at Chesterfield	**DST Seller**: Inspired Senior Living of Chesterfield DST **Master Tenant Seller**: Inspired Senior Living of Chesterfield MT, LLC	1. Schedule 7.11(a) is incorporated herein by this reference. 2. The following Permits held by Sellers may not be transferable: a. Michigan Department of Licensing and Regulatory Affairs License for Home for the Aged b. Centers for Medicare and Medicaid Services CLIA Certificate of Waiver

Schedule 5.6
Affiliate Transactions

Community	Applicable Sellers	Affiliate Transactions
Mariella of Lake Orion	**DST Seller**: Inspired Senior Living of Lake Orion DST **Master Tenant Seller**: Inspired Senior Living of Lake Orion MT, LLC	• Master Lease, effective August 10, 2022, between Inspired Senior Living of Lake Orion DST and Inspired Senior Living of Lake Orion MT, LLC. • Management Agreement, effective August 10, 2022, between Inspired Senior Living of Lake Orion MT, LLC and Senior Housing Management Group, LLC.
Salterra at Chesterfield	**DST Seller**: Inspired Senior Living of Chesterfield DST **Master Tenant Seller**: Inspired Senior Living of Chesterfield MT, LLC	• Master Lease, effective August 10, 2022, between Inspired Senior Living of Chesterfield DST and Inspired Senior Living of Chesterfield MT, LLC. • Management Agreement, effective August 10, 2022, between Inspired Senior Living of Chesterfield MT, LLC and Senior Housing Management Group, LLC.

Schedule 7.3

Interim Operations

Community	Applicable Sellers	Permitted Actions
Mariella of Lake Orion	**DST Seller**: Inspired Senior Living of Lake Orion DST **Master Tenant Seller**: Inspired Senior Living of Lake Orion MT, LLC	None.
Salterra at Chesterfield	**DST Seller**: Inspired Senior Living of Chesterfield DST **Master Tenant Seller**: Inspired Senior Living of Chesterfield MT, LLC	None.

Schedule 7.9

Consents

Community	Applicable Sellers	Required Consents
Mariella of Lake Orion	**DST Seller**: Inspired Senior Living of Lake Orion DST **Master Tenant Seller**: Inspired Senior Living of Lake Orion MT, LLC	• Schedule 7.11(a) (State Healthcare Regulatory Filings) is incorporated herein by this reference. • The Bankruptcy Court shall have entered the Sale Order.
Salterra at Chesterfield	**DST Seller**: Inspired Senior Living of Chesterfield DST **Master Tenant Seller**: Inspired Senior Living of Chesterfield MT, LLC	• Schedule 7.11(a) (State Healthcare Regulatory Filings) is incorporated herein by this reference. • The Bankruptcy Court shall have entered the Sale Order.

Schedule 7.11(a)

State Healthcare Regulatory Filings

Community	Applicable Sellers	State Healthcare Regulatory Filings
Mariella of Lake Orion	**DST Seller**: Inspired Senior Living of Lake Orion DST **Master Tenant Seller**: Inspired Senior Living of Lake Orion MT, LLC	• **Current License**: Home for the Aged License (Licensed capacity: 71) • **Issuing Authority**: Department of Licensing and Regulatory Affairs • **Filing Type**: New license application
Salterra at Chesterfield	**DST Seller**: Inspired Senior Living of Chesterfield DST **Master Tenant Seller**: Inspired Senior Living of Chesterfield MT, LLC	• **Current License**: Home for the Aged License (Licensed capacity: 62) • **Issuing Authority**: Department of Licensing and Regulatory Affairs • **Filing Type**: New license application

Schedule 7.11(b)

Bridging Agreement Terms

[See attached.]

STRICTLY CONFIDENTIAL

SUMMARY OF PRINCIPAL TERMS OF INTERIM [LEASE/SUBLEASE] AGREEMENT

This term sheet (the "**Term Sheet**") summarizes the proposed arrangements to be set forth in an interim [lease/sublease] agreement (the "**Lease**") between SYMPO 2026, LLC ("**Buyer**") or one of its designees ("**Lessor**") and [LESSEE] ("**Lessee**") for the lease of the real property on which [FACILITY] ("**Facility**") is located in connection with the transactions contemplated by the Asset Purchase Agreement, dated as of July 13, 2026, among SYMPO 2026, LLC and Inspired Senior Living of Chesterfield DST, Inspired Senior Living of Lake Orion DST, Inspired Senior Living of Chesterfield MT, LLC and Inspired Senior Living of Lake Orion MT, LLC. Buyer and Lessee are each referred to herein as a "**Party**" and collectively as the "**Parties**."

Operations Transfer Agreement	Concurrently with entry into the Lease, an affiliate of Lessor or a designee ("**Manager**") will enter into an interim management agreement (the "**IMA**") with Lessee for the operation of the Facility.
Property	"**Property**" includes, to the extent owned by Lessor, all furnishings, fixtures, equipment intangible property, and all other agreements and documents used in or about the Facility necessary for operation (other than items required to be maintained, if any, by Lessee in order for it to maintain Lessee's applicable governmental licenses and Medicaid provider numbers necessary for the operation of the Facility as an assisted living facility or personal care home ("**Required Licenses**")). Lessee receives a license to use all certificates of occupancy (to the extent assignable), all books and business records, all assignable guaranties and warranties, and all other assignable intangible property necessary or appropriate for Lessee to act as licensed operator.
Rent	$[●] per [calendar] month, prorated for any partial [calendar] months, to be paid in arrears at the beginning of each [calendar] month.
Facility Operations	Lessee has authority and responsibility, as described in the IMA, to take such actions as are necessary to operate the Facility as a senior housing facility and to maintain ongoing compliance with licensure requirements. All such costs are borne by Lessor to the extent not funded from Facility revenue. Lessee will engage Manager to perform all of Lessee's obligations. Lessor is expressly prohibited from exercising any control, authority, or discretion over Facility operations. Lessor shall in no way interfere with Lessee's operation of the Facility or Lessee's obligation to establish operational policies as described in the IMA . Under no circumstances will Lessor take any action that would require it to be a co-licensee.
Security	Lessor shall provide security in the form and amount sufficient to satisfy the licensing requirements of the governmental agencies such that the Facility continues to qualify for licensing. All licenses and permit fees, charges for public utilities, and all governmental charges which during the term may be assessed or imposed upon or in respect of the Facility shall be paid as a Facility expense (except to the extent arising from fraud, gross negligence, or willful misconduct of Lessee).
Maintenance and Repair Obligations	Lessee will be required to direct Manager to maintain and repair the Facility in accordance with licensure requirements and local codes, including cleaning, painting, plumbing, electrical, HVAC, appliances, carpentry, and grounds care, subject to Lessor's limitations to be mutually agreed— which limitations shall not interfere with Lessee's responsibilities to comply with all licensure requirement
Term	The term of the Lease (the "**Term**") runs from the date of the Lease (the "**Commencement Date**") and shall expire on the date that is 180 days following the Commencement Date (the "**Outside Date**"), unless earlier terminated pursuant to the terms of the Lease; provided, however, that the Term shall automatically terminate, as to any particular Facility, upon the earliest to occur of: (i) the Outside Date (as the same may be extended pursuant to the

Extension Option set forth below); (ii) the date on which Lessor receives the Required Licenses for that Facility; (iii) the termination of the IMA with respect to that Facility; or (iv) the date on which that Facility is otherwise no longer subject to this Lease.

Lessee shall have the right (the "**Extension Option**"), exercisable in Lessee's sole and absolute discretion, to extend the Term beyond [●], 2026 (the "Outside Date") for up to [●] additional period(s) of [●] months each (each, an "**Extension Period**"), by delivering written notice of such election to Lessor no later than [●] days prior to the then-current Outside Date (or the expiration of any then-current Extension Period, as applicable). Each Extension Period, if exercised, shall be on the same terms and conditions as the initial Term. The Extension Option is personal to Lessee and may not be exercised by, or assigned to, any other party without Lessee's prior written consent. For the avoidance of doubt, Manager shall have no right, power, or authority, under any circumstances, to unilaterally extend, renew, or continue the Term or any Extension Period beyond the then-current Outside Date, and any purported exercise of such right by Manager and/or Lessor shall be void and of no force or effect.

Termination — The Lease will be terminable by a Party prior to the expiration of the Term upon the occurrence of an event of default with respect to the other Party. Events of default to be mutually agreed and will include, without limitation, a breach of the Lease subject to a notice and cure right.

Indemnification — Lessor indemnifies, defends, and holds harmless Lessee and its members, partners, shareholders, officers, directors, and employees from all third-party claims, losses, liabilities, damages, suits, expenses, and costs (including reasonable attorneys' fees) ("**Claims**") arising from: (i) the operation of the Facility or the Property; (ii) any leases, contracts, or resident agreements; (iii) the IMA (expressly including all indemnification obligations of Lessee in favor of Manager under the IMA); and (iv) performance of Lessee's obligations under the Lease — except where arising from Lessee's fraud, gross negligence, or willful misconduct.

Indemnity recovery is reduced dollar-for-dollar by applicable insurance proceeds actually collected.

Non-Binding — This Term Sheet is intended to serve only as an expression of the parties' intent and not as a binding or enforceable obligation to consummate the contemplated transactions; any such obligation will be created only by definitive agreements, the provisions of which will supersede this and all other understandings between the Parties. The Parties acknowledge that the definitive documents may contain other terms or conditions not specified herein.

STRICTLY CONFIDENTIAL

SUMMARY OF PRINCIPAL TERMS OF INTERIM MANAGEMENT AGREEMENT

This term sheet (the "**Term Sheet**") summarizes the proposed arrangements to be set forth in an interim management agreement (the "**IMA**") between SYMPO 2026, LLC ("**Buyer**") or one of its designees ("**Manager**") and [LESSEE] ("**Lessee**") for the operation of [FACILITY] ("**Facility**") in connection with the transactions contemplated by the Asset Purchase Agreement, dated as of July 13, 2026, among SYMPO 2026, LLC and Inspired Senior Living of Chesterfield DST, Inspired Senior Living of Lake Orion DST, Inspired Senior Living of Chesterfield MT, LLC and Inspired Senior Living of Lake Orion MT, LLC. Manager and Lessee are each referred to herein as a "**Party**" and collectively as the "**Parties**."

Lease of Facility	Concurrently with entry into the IMA, an affiliate of Buyer ("**Lessor**") will enter into an interim lease/sublease of the real property on which the Facility is located.
Scope of Services	Manager is appointed as the sole and exclusive manager for daily operation and management of the Facility and agrees to manage the Facility during the Term (as defined below). In the performance of its duties and obligations hereunder, Manager will manage the Facility as a seniors housing facility in a professional manner in accordance with the terms of the IMA. Manager will perform such duties as are customarily performed for senior housing facilities similar to the Facility, and with the same diligence and skill as other facilities operated or managed by Manager and its affiliates or otherwise as reasonably requested by Lessee. Without limitation of the foregoing, Manager will be required to obtain and maintain customary insurance policies for the Facility, which policies will waive subrogation rights against Lessee. Lessee will use good faith efforts to maintain all Required License during the Term in accordance with applicable legal requirements.
Management Fee and Expenses	In consideration of the services, Manager will be entitled to a management fee equal to total revenue (to be defined in a customary manner to include all gross revenue from Facility operations), less operating expenses as described in the IMA, payable monthly in arrears through expiration or earlier termination of the IMA.
Billing Functions	Each Party shall use commercially reasonable efforts to cooperate with the other to facilitate the orderly transition of billing and collection functions, including making knowledgeable personnel available, executing such instruments as may be reasonably required, and providing access to relevant systems and records during the Term. Lessee shall retain its Medicaid provider number and enrollment status during the Term for the sole purpose of billing and collection until as such time as Manager obtains a Medicaid provider number with such agency. Lessee shall deposit and maintain Medicaid payments received in accordance with applicable law.
Audit Right	Lessee shall have the right to audit, at any time and without limitation as to frequency, all billing submitted under its Medicaid provider numbers and all sweep instructions (including, without limitation, in connection with any regulatory inquiry, survey, investigation, enforcement action, or correspondence from any governmental or quasi-governmental agency). Manager shall cooperate fully with any such audit and shall make all relevant records available to Lessee within three (3) business days of request. In addition to the foregoing, Lessee may conduct routine periodic audits of Manager's billing practices, records, and sweep instructions at Lessee's election and upon reasonable advance written notice to Manager. Such routine audits shall be conducted at Manager's expense. The audit right set forth herein shall survive the expiration or earlier termination of the IMA for a period of three (3) years.
Term	The term of the IMA (the "**Term**") runs from the date of the IMA until the earlier of: (i) the

Final Commencement Date; (ii) 120 days from the date of the IMA; or (iii) earlier termination in accordance with the IMA's terms. The "**Final Commencement Date**" will occur as soon as practicable (and, in any event, within three business days, unless the Parties agree otherwise) following receipt of all government licenses and approvals necessary for the operation of the Facility as an assisted living facility or personal care home applicable to the Facility having been obtained by or issued to Lessor or one of its Affiliates.

Lessee shall have the right (the "**Extension Option**"), exercisable in Lessee's sole and absolute discretion, to extend the Term beyond [●], 2026 (the "**Outside Date**"), for up to [●] additional period(s) of [●] months each (each, an "**Extension Period**"), by delivering written notice of such election to Manager no later than [●] days prior to the then-current Outside Date (or the expiration of any then-current Extension Period, as applicable). Each Extension Period, if exercised, shall be on the same terms and conditions as the initial Term. The Extension Option is personal to Lessee and may not be exercised by, or assigned to, any other party without Lessee's prior written consent. For the avoidance of doubt, Manager shall have no right, power, or authority, under any circumstances, to unilaterally extend, renew, or continue the Term or any Extension Period beyond the then-current Outside Date, and any purported exercise of such right by Manager shall be void and of no force or effect.

Termination The IMA will be terminable for cause by Lessee prior to the expiration of the Term for (1) certain bankruptcy or insolvency events of Manager, (2) material breach of the IMA by Manager (subject to notice and cure periods), (3) suspension of healthcare permits required to operate the Facility, (4) upon a sale of the Facility by Lessor, and (5) other events to be mutually agreed.

The IMA will be terminable for cause by Manager prior to the expiration of the Term for Lessee's material breach of the IMA (subject to notice and cure periods).

Upon termination for cause, Manager will cooperate in transferring operational control to Lessee or successor, including transfer of computer data, operational licenses, rent rolls, accounting records, resident records, and working capital. Facility employees may become employees of Lessee or successor.

Lessee shall have an immediate termination right, without notice or cure period, upon any regulatory action, governmental proceeding, or agency communication that threatens or could reasonably be expected to threaten Lessee's existing Healthcare Permit or Medicaid enrollment status, regardless of whether formal suspension has occurred.

Indemnification Manager shall indemnify, defend, protect, and hold harmless Lessee and each of its direct and indirect parent companies, subsidiaries, affiliates, and related entities, and each of their respective current and former managers, members, partners, officers, directors, shareholders, employees, agents, attorneys, representatives, successors, and assigns (collectively, the "**Lessee Indemnitees**"), from and against any and all claims, demands, actions, suits, proceedings, judgments, losses, damages, liabilities, costs, fines, penalties, assessments, recoupments, offsets, and expenses of any kind or nature whatsoever, including reasonable attorneys' fees and all costs of investigation and defense, arising out of or relating to any fraud, misrepresentation, criminal activity, willful misconduct, or gross negligence of Manager or any of its principals, employees, agents, or subcontractors, any breach or alleged breach by Manager of the IMA or any related agreement, any act or omission of Manager's personnel in connection with the management or operation of any Facility, or any regulatory action, governmental investigation, or third-party claim arising from Manager's conduct during the Term. Manager's indemnification obligation shall apply regardless of whether any Lessee Indemnitee is alleged to be jointly or concurrently at fault, except only to the extent a final, non-appealable judgment determines that the applicable losses were caused solely by the gross negligence or willful misconduct of the specific Lessee Indemnitee seeking coverage. Manager's obligation shall be uncapped, non-offsetable, not reducible by

	insurance proceeds, and shall survive the expiration or earlier termination of the IMA indefinitely with respect to claims arising from events occurring during the Term. Additionally, Manager will periodically reimburse Lessee for its out-of-pocket expenses incurred in connection with the performance of the IMA to the extent exceeding revenue of the Facility.
Representations and Warranties	The IMA shall contain customary fundamental representations and warranties regarding organization, authority, and no conflicts.
Non-Binding	This Term Sheet is intended to serve only as an expression of the parties' intent and not as a binding or enforceable obligation to consummate the contemplated transactions; any such obligation will be created only by definitive agreements, the provisions of which will supersede this and all other understandings between the Parties. The Parties acknowledge that the definitive documents may contain other terms or conditions not specified herein.
License Application – Transparency and Reporting	Manager shall diligently and in good faith pursue all Required Licenses and shall take all actions reasonably necessary to obtain such licenses as promptly as practicable. Failure to diligently pursue shall constitute an event of default under the IMA.
Regulatory Correspondence	Manager shall promptly forward to Lessee copies of all regulatory correspondence, survey reports, statements of deficiencies, and plans of correction received during the Term, and shall consult with Lessee prior to submitting any plan of correction or response to a regulatory authority.
HIPAA/Business Associate Agreement	Prior to or concurrently with execution of the IMA, the parties shall enter into a mutually agreed Business Associate Agreement governing Manager's access to and obligations with respect to Protected Health Information (as such term is defined in HIPAA).
Day-One Operational Handoff	As of the Closing Date, Manager shall receive possession and operational responsibility for the Facility in its then-current condition, subject to explicit terms of the Lease and IMA.

Schedule 8.6(a)

Employees

See Annex 8.6(a) to these Schedules, which is incorporated herein by this reference.

Schedule 9.8

Required Assumed Contracts

Community	Applicable Sellers	Required Assumed Contracts
Mariella of Lake Orion	**DST Seller**: Inspired Senior Living of Lake Orion DST **Master Tenant Seller**: Inspired Senior Living of Lake Orion MT, LLC	None.
Salterra at Chesterfield	**DST Seller**: Inspired Senior Living of Chesterfield DST **Master Tenant Seller**: Inspired Senior Living of Chesterfield MT, LLC	None.

Schedule 9.10

Required Consents

Community	Applicable Sellers	Required Consents
Mariella of Lake Orion	**DST Seller**: Inspired Senior Living of Lake Orion DST **Master Tenant Seller**: Inspired Senior Living of Lake Orion MT, LLC	None.
Salterra at Chesterfield	**DST Seller**: Inspired Senior Living of Chesterfield DST **Master Tenant Seller**: Inspired Senior Living of Chesterfield MT, LLC	None.

ANNEX 1.1

Title Exceptions

[See attached.]

SALTERRA AT CHESTERFIELD

Title Exceptions

[See attached.]

MARIELLA OF LAKE ORION

Title Exceptions

[See attached.]

SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

2. a. Rights or claims of parties in possession not shown by the Public Records.

   b. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land.

   c. Easements or claims of easements not shown by the Public Records and existing water, mineral, oil and exploration rights.

   d. Any lien, or right to a lien, for services, labor, or material, heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

   e. Any and all oil, gas, mineral, mining rights and/or reservations thereof.

   f. Taxes or special assessments which are not shown as existing liens by the Public Records.

3. Terms, Covenants, and Conditions of Private Road Easement and Maintenance Agreement as set forth below:

   Recording No: Liber 52814, Page 98.

4. Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:

   Granted to: County of Oakland
   Recording No: Liber 5548, Page 121.

5. Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:

   Granted to: County of Oakland
   Recording No: Liber 5615, Page 731.

6. Terms, Covenants, and Conditions of Conditional Rezoning Agreement as set forth below:

   Recording No: Liber 52543, Page 320.

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ANNEX 2.5(a)

Assumed Contracts

[See attached.]

Debtor	Community Name	Contract Counterparty	State what the contract or lease is for and the nature of the debtor's interest	Cure Amount
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	A PLACE FOR MOM INC.	US Referral Program Order Form signed May 23, 2025	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Bus Finders	Purchase Contract signed October 10, 2025	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Comcast Cable Communications Management, LLC	Business Service Order Agreement signed July 4, 2018	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Fire Defense Equipment Company Inc.	Description of Work created November 6, 2021	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	LEAF	T&A Application signed March 12, 2023	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Liquid Environmental Solutions	Nonhazardous Liquid Waste Collection and Disposal Agreement signed February 11, 2022	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Pro-Mo Lawn and Landscape LLC	Landscape Maintenance Contract effective April 15, 2025	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Senior Care Authority	Senior Care Provider Agreement dated September 12, 2023	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Visual Edge, Premier Business Products	Annual Maintenance Contract signed December 13, 2019	$ 0.00
Inspired Senior Living of Chesterfield MT, LLC	Salterra at Chesterfield	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Applied Innovation	Value Lease Agreement dated July 28, 2022	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Bus Finders	Purchase Contract signed October 10, 2025	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00

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Debtor	Community Name	Contract Counterparty	State what the contract or lease is for and the nature of the debtor's interest	Cure Amount
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Fire Defense Equipment Company Inc.	Description of Work created November 6, 2021	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	GFL Environmental Inc.	Service Agreement effective February 7, 2022	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Healthcare Cosmetology Services (dba Resident Salon Services)	Agreement for Operation of Community Beauty Salon dated December 12, 2024	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
Inspired Senior Living of Lake Orion MT, LLC	Mariella of Lake Orion	Name Redacted	Resident Agreement	$ 0.00
VSL-Chesterfield MI, LLC	Salterra at Chesterfield	Engage PEO	Engage PEO Client Service Agreement entered into July 15, 2022	$ 0.00
VSL-Lake Orion MI, LLC	Mariella of Lake Orion	Engage PEO	Engage PEO Client Service Agreement entered into July 15, 2022	$ 0.00

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ANNEX 8.6(a)

Employees

[See attached.]

ANNEX 8.6(a) – SCHEDULE 8.6(a) EMPLOYEES				
Community	**Applicable Master Tenant Seller**	**Employing Entity**	**Employee Name**	**Title / Position**
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion	[redacted]	Resident Care Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Resident Care Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Housekeeper
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Dining Services Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Med Tech
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Med Tech
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Cook
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Life Engagement Assistant
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Resident Care Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Resident Care Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Med Tech
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Dining Services Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Dining Services Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Med Tech
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Med Tech
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Dining Services Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Maintenance Director
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Housekeeper
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Cook
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Med Tech
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Wellness Manager
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Dining Services Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Resident Care Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Med Tech
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Med Tech
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Business Office Manager
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Executive Director
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Dining Services Director
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Med Tech
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Med Tech
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Resident Services Coordinator
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Sales Director
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Resident Care Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Resident Care Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Med Tech
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Med Tech
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Resident Care Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Resident Care Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Dining Services Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Med Tech
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Memory Care Director
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Wellness Manager
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Resident Care Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Dining Services Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Resident Care Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Life Engagement Assistant
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Concierge
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Concierge
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Dining Services Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Concierge
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Dining Services Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Resident Care Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Resident Care Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Med Tech
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Housekeeper
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Resident Care Partner
Mariella of Lake Orion	Inspired Senior Living of Lake Orion MT, LLC	Volante of Lake Orion		Cook
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield		Sales Director
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield		Med Tech
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield		Maintenance Assistant
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield		Cook
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield		Business Office Manager

Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield	[redacted]		Med Tech
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield			Dining Services Partner
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield			Med Tech
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield			Med Tech
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield			Maintenance Director
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield			Life Engagement Manager
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield			Maintenance Director
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield			Dining Services Director
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield			Med Tech
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield			Dining Services Partner
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield			Med Tech
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield			Lead Concierge
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield			Med Tech
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield			Dining Services Partner
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield			Cook
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield			Med Tech
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield			Wellness Manager
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield			Dining Services Partner
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield			Resident Services Coordinator
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield			Med Tech
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield			Dining Services Partner
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield			Cook
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield			Med Tech
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield			Dining Services Partner
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield			Med Tech
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield			Med Tech
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield			Med Tech
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield			Med Tech
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield			Med Tech
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield			Med Tech
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield			Med Tech
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield			Concierge
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield			Med Tech
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield			Med Tech
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield			Med Tech
Salterra at Chesterfield	Inspired Senior Living of Chesterfield MT, LLC	Volante of Chesterfield			Med Tech

EXHIBIT 3

EXECUTION VERSION

STRICTLY CONFIDENTIAL

ASSET PURCHASE AGREEMENT

DATED AS OF AUGUST 31, 2026

BY AND AMONG

PHOSH LLC,

INSPIRED SENIOR LIVING OF LAKE ORION DST

AND

INSPIRED SENIOR LIVING OF LAKE ORION MT, LLC

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Disclosure Schedules

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of August 31, 2026 (the "Execution Date"), is made and entered into by and among PHosh LLC, a Wyoming limited liability company ("Buyer"), Inspired Senior Living of Lake Orion DST, a Delaware statutory trust (the "DST Seller") and Inspired Senior Living of Lake Orion MT, LLC, a Delaware limited liability company (the "Master Tenant Seller"; the DST Seller and Master Tenant Seller are referred to herein together as "Sellers"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in Article 1.

RECITALS

WHEREAS, the DST Seller is the legal owner of fee simple title to the Owned Real Property;

WHEREAS, the DST Seller leases the Owned Real Property to the Master Tenant Seller pursuant to a real property lease, and the Master Tenant Seller conducts the operations of the Business, including by holding all material licenses and permits and maintaining relationships with residents and other counterparties;

WHEREAS, on February 2, 2026 (the "Petition Date"), each of Sellers commenced a case by filing a petition for relief under Chapter 11 of the Bankruptcy Code (collectively, the "Bankruptcy Cases") in the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division (the "Bankruptcy Court"). The Bankruptcy Cases are being jointly administered under the caption *Inspired Healthcare Capital Holdings, LLC et al.*, Case No. 26-90004, for procedural purposes only pursuant to Bankruptcy Rule 1015(b) and Local Rule 1015-1. Sellers continue to operate their businesses and manage their properties as debtors and debtors-in-possession pursuant to Bankruptcy Code sections 1107(a) and 1108;

WHEREAS, in accordance with the Bidding Procedures attached to the Bidding Procedures Order entered by the Bankruptcy Court, and subject to the terms and conditions set forth in this Agreement and the entry of the Sale Order, (a) the DST Seller desires to sell all of its right, title and interest in and to the Owned Real Property, together with all rights and interests appurtenant thereto, and (b) the DST Seller and the Master Tenant Seller desire to sell all of their respective right, title and interest in and to the Operating Assets, in each case in accordance with the terms and subject to the conditions set forth in this Agreement;

WHEREAS, upon the Closing, the Acquired Assets and Assumed Liabilities shall be purchased and assumed by Buyer pursuant to the Sale Order, free and clear of all Liens (other than Permitted Liens), pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, and Rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedure;

WHEREAS, Sellers' ability to consummate the transactions set forth in this Agreement is subject to, among other things, the entry of the Sale Order by the Bankruptcy Court; and

WHEREAS, the board of directors, board of managers, manager, managing member, or similar governing body of each Seller has determined that it is advisable and in the

best interests of such Seller and its constituencies to enter into this Agreement and to consummate the transactions provided for herein, subject to entry of the Sale Order, and each has approved the same.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the foregoing and of the representations, warranties, covenants, agreements and conditions herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions. For purposes of this Agreement, the following terms have the meanings specified or referenced below.

"Acquired Assets" has the meaning set forth in Section 2.1.

"Action" means any legal action, suit, petition, plea, charge, claim, demand, hearing, inquiry, arbitration, complaint, grievance, summons, litigation, mediation, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), prosecution, contest, inquest, audit, examination, investigation or similar matter commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly, Controls, is Controlled by, or is under common Control with such Person. For purposes of this definition, "Control" (and its correlative 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 or policies of a Person, whether through ownership of voting securities, by contract or otherwise.

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

"Allocation Statement" has the meaning set forth in Section 3.2. The Parties will not take any position (whether in audits, Tax Returns, or otherwise) that is inconsistent with the Allocation Statement.

"Alternative Transaction" means any sale, disposition, new-money investment, restructuring, reorganization, merger, amalgamation, acquisition, consolidation, dissolution, debt investment, equity investment, liquidation, asset sale, share issuance, consent solicitation, exchange offer, tender offer, recapitalization, plan of reorganization or liquidation, share exchange, business combination, joint venture, debt incurrence, or similar transaction involving Sellers or any of their respective Subsidiaries (including, for the avoidance of doubt, a transaction premised on a sale of assets under Section 363 of the Bankruptcy Code), or the debt, equity, or other interests in Sellers or any of their respective Subsidiaries that transfers to or vests ownership of the Business, or substantially all of its assets in any party other than Buyer.

"Antitrust Law" means, collectively, the HSR Act, title 15 of the United States Code §§ 1-7, as amended (the Sherman Act), Title 15 of the United States Code §§ 12-27 and Title

29 of the United States Code §§ 52-53, as amended (the Clayton Act), the Federal Trade Commission Act (15 U.S.C. § 41 et seq.), as amended, and the rules and regulations promulgated thereunder, and all other national, state, local or foreign Legal Requirements in effect from time to time that are designed or intended to (a) prohibit, restrict or regulate actions or transactions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition; or (b) regulate transactions involving foreign investments, including any Legal Requirements that provide for review of national security matters in any jurisdiction.

"Apportioned Taxes" has the meaning set forth in Section 8.1(b).

"Assumed Contracts" has the meaning set forth in Section 2.5(a)(i).

"Assumed Liabilities" has the meaning set forth in Section 2.3.

"Assumption Agreement" means the Assignment and Assumption Agreement, in substantially the form attached hereto as Exhibit A.

"Auction" means the auction for the sale of the Business conducted by Sellers if, and only if, any Qualified Bid (other than this Agreement) is received pursuant to the terms and conditions of the Bidding Procedures Order.

"Avoidance Action" means any and all actual or potential avoidance, recovery, subordination, or other claims, actions, or remedies that may be brought by or on behalf of Sellers, their estates, or other authorized parties in interest to avoid a transfer of property or an obligation incurred by Sellers pursuant to any applicable section of the Bankruptcy Code, including sections 502, 510, 542, 544, 545, 547 through and including 553, and 724(a) of the Bankruptcy Code, or under similar or related state, federal, and non-U.S. statutes and common law, including fraudulent transfer laws or fraudulent conveyance.

"Back-Up Bid Termination Date" has the meaning set forth in Section 7.8.

"Back-Up Bidder" has the meaning set forth in the Bidding Procedures.

"Bankruptcy and Equity Exceptions" has the meaning set forth in Section 5.3.

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

"Bankruptcy Code" means Title 11 of the United States Code, Sections 101 et seq.

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

"Bid Protections" has the meaning set forth in Section Article 12.

"Bidding Procedures" means those certain bid procedures set forth as Exhibit 1 to the Bidding Procedures Order, as such procedures may be amended from time to time thereafter in accordance with the Bidding Procedures Order.

"Bidding Procedures Order" means the Order of the Bankruptcy Court approving the Bidding Procedures entered at Docket No. 465.

"Bill of Sale" means a Bill of Sale, in substantially the form attached hereto as Exhibit B.

"Break-Up Fee" has the meaning set forth in Section **Error! Reference source not found.**.

"Bridging Agreement" has the meaning set forth in Section 7.11(a).

"Business" means the business and operations of Sellers consisting of the ownership, development, leasing, management, operation, and investment in senior living communities and related healthcare real estate, including communities providing independent living, assisted living, memory care or other senior housing and care services, together with all activities ancillary or related thereto, including the provision or arrangement of resident services, property management, marketing, development, asset management, and investment management functions, in each case as conducted by Sellers as of the Closing Date.

"Business Day" means any day of the year on which national banking institutions in New York, New York are open to the public for conducting business and are not required or authorized to close.

"Buyer" has the meaning set forth in the Preamble and shall also include any Buyer Designee.

"Buyer Designee" has the meaning set forth in Section 2.1.

"Buyer Employees" has the meaning set forth in Section 8.6(a).

"Buyer Healthcare Permit" means a Healthcare Permit required to be obtained by Buyer pursuant to (and in accordance with) Section 7.11(a).

"Causes of Action" means any claim, interest, damage, remedy, cause of action, proceeding, demand, right, action, suit, obligation, liability, account, defense, offset, power, privilege, license, Lien, indemnity, guaranty, franchise, debt, judgment, or controversy of any kind or character whatsoever, whether known or unknown, choate or inchoate, foreseen or unforeseen, existing or hereinafter arising, contingent or noncontingent, disputed or undisputed, liquidated or unliquidated, secured or unsecured, matured or unmatured, suspected or unsuspected, assertable directly or derivatively, reduced to judgment or otherwise, whether arising before, on, or after the commencement of the Bankruptcy Cases, in contract, tort, law, equity, or otherwise pursuant to any theory of law. For the avoidance of doubt, Causes of Action include the following: (a) any right of setoff, counterclaim, or recoupment and any claim under contracts or for breaches of duties imposed by law or in equity; (b) any claim based on or relating to, or in any manner arising from, in whole or in part, breach of fiduciary duty, violation of local, state, federal, or foreign law, or breach of any duty imposed by law or in equity, including securities laws, negligence, and gross negligence; (c) any claims or causes of action for aiding and abetting (including of breaches of fiduciary duties), knowing participation (including knowing participation in breach of fiduciary

duty), and conspiracy (including conspiracy to breach fiduciary duty); (d) any claims or causes of action for illegal dividends; (e) any claims or causes of action for fraud, misrepresentations, or omissions; (f) the right to object to, subordinate, disallow, or otherwise contest Liens and Claims; (g) any claim or defense, including fraud, mistake, duress, and usury, and any other defenses set forth in Section 558 of the Bankruptcy Code; and (h) any Avoidance Action.

"Claim" means a "claim" as defined in Section 101(5) of the Bankruptcy Code.

"Closing" has the meaning set forth in Section 4.1.

"Closing Cash Payment" has the meaning set forth in Section 3.1(a).

"Closing Date" has the meaning set forth in Section 4.1.

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

"Community" means the Owned Real Property of the DST Seller and the Operating Assets of the DST Seller and Master Tenant Seller.

"Contract" means any agreement, contract, obligation, promise, undertaking, lease (including any Leases), sublease, purchase order, arrangement, license, commitment, insurance policy or other binding arrangement or understanding (in each case whether written or oral), and any amendments, modifications or supplements thereto.

"Cure Costs" means all monetary liabilities, including pre-petition monetary liabilities, of Sellers that must be paid or otherwise satisfied to cure all of Sellers' monetary defaults under the Assumed Contracts pursuant to Section 365 of the Bankruptcy Code at the time of the assumption thereof and assignment to Buyer as provided hereunder as such amounts are determined by the Bankruptcy Court.

"Data Room" has the meaning set forth in Section 1.2(a)(x).

"Deeds" means the special warranty deeds (or such other form of deed as is customary in the applicable jurisdiction), in recordable form, to be executed and delivered by each DST Seller at the Closing, conveying such DST Seller's Owned Real Property (being transferred at Closing) to Buyer or the applicable Buyer Designee.

"Deposit" has the meaning set forth in Section 3.3(a).

"Determination Date" has the meaning set forth in Section 2.5(a)(i).

"Disclosure Schedules" means the Disclosure Schedules attached hereto, dated as of the Execution Date, delivered by Sellers to Buyer in connection with the execution of this Agreement.

"Disputed Contract" has the meaning set forth in Section 2.5(a)(i).

"Disputed Contract Determination" has the meaning set forth in Section 2.5(a)(iv).

"Documents" means all of the documents that are used or useful in, held for use in, or intended to be used in, or that arise in any way out of, the Business.

"DST Seller" has the meaning set forth in the Preamble.

"Employee PTO" has the meaning set forth in Section 8.6(b).

"Employees" means all employees of Sellers, their Affiliates and any of Sellers' or their Affiliates' third-party manager(s), as applicable, providing substantially all of their working hours to the Business on the Closing Date.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

"Escrow Agent" means Ankura Trust Company, LLC.

"Escrow Agreement" has the meaning set forth in Section 3.3(a).

"Escrow Amount" means an amount equal to five percent (5%) of the Purchase Price as of the Execution Date.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Excluded Assets" has the meaning set forth in Section 2.2.

"Excluded Contracts" has the meaning set forth in Section 2.5(a)(i).

"Excluded Liabilities" has the meaning set forth in Section 2.4.

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

"Final Order" means a judgment or Order of the Bankruptcy Court (or any other court of competent jurisdiction) entered on the docket in the Bankruptcy Case (or the docket of such other court), which has not been modified, amended, reversed, vacated or stayed and as to which (a) the time to appeal, petition for certiorari, or move for a new trial, stay, reargument or rehearing has expired and as to which no appeal, petition for certiorari or motion for new trial, stay, reargument or rehearing shall then be pending or (b) if an appeal, writ of certiorari, new trial, stay, reargument or rehearing thereof has been sought, such Order or judgment of the Bankruptcy Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, stay, reargument or rehearing shall have expired, as a result of which such Action or Order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure; provided, however, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Federal Rules of Bankruptcy Procedure, may be filed relating to such Order, shall not cause an Order not to be a Final Order. For purposes of this Agreement, a "Final Order" will also include any Order of the Bankruptcy Court that, if challenged or appealed as described herein, does not disturb or challenge the specific subject matter of this Agreement.

"Governmental Authority" means any United States or non-United States federal, state, provincial, or local governmental, or regulatory commission, board, bureau, agency, court, or other tribunal of any of the foregoing.

"Governmental Authorization" means any approval, consent, license, permit, waiver or other authorization issued, granted or otherwise made available by or under the authority of any Governmental Authority.

"Healthcare Permits" means all Permits issued by state health departments, state aging or human services agencies, or other Governmental Authorities having jurisdiction over the licensure or certification of assisted living facilities, memory care facilities, residential care facilities, or other senior care operations included in the Business, including state-issued assisted living facility licenses, memory care endorsements or designations, residential care facility licenses, and any Medicaid provider agreements and certifications.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and any implementing regulations promulgated thereunder (including the Standards for Privacy of Individually Identifiable Health Information, the Security Standards for the Protection of Electronic Protected Health Information and the Standards for Electronic Transactions and Code Sets promulgated thereunder) and applicable Legal Requirements regarding patient privacy and the security, storage, disposal, transmission, use or disclosure of health care records or information protected as "personal data," "personal information," "personal identifiable information," or "personal health information" among others.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder and any successor to such statute, rules, or regulations.

"Improvements" means the buildings, structures, fixtures, systems, facilities, easements, rights-of-way, privileges, improvements, parking areas, landscaped areas, PP&E, licenses, appurtenances and all other rights and benefits appurtenant or in any way related to or demised under any lease of, or other contract or agreement for the use of, the Owned Real Property.

"IRS" means the Internal Revenue Service.

"Knowledge" means, with respect to any matter in question, in the case of Sellers, the actual knowledge of the following individuals: H. Benjamin Jones, Elliot Neumann and Carrie Todd.

"Lease" and "Leases" means all leases, subleases, licenses, sublicenses, occupancy agreements, access agreements, memoranda, amendments, restatements, modifications, supplements, and assignments.

"Legal Requirement" means any federal, state, provincial, county, local, municipal, foreign, international, or multinational law (statutory, common or otherwise), constitution, treaty, convention, ordinance, equitable principle, code, rule, regulation or Order enacted, adopted, promulgated or applied by any Governmental Authority.

"Liability" means any liability, obligation, indebtedness, claim, loss, damage, deficiency, cost, expense, or responsibility of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, due or to become due, direct or indirect, or otherwise, including those arising under any Legal Requirement or Contract.

"Lien" means any "interest" as that term is used in Section 363(f) of the Bankruptcy Code, mortgage, deed of trust, pledge, assignment, successor liability, security interest, encumbrance, easement, condition, covenant, reservation, lien, mechanics lien, claim, charge, hypothecation, warrant, deemed trust, action, or claim of any kind or nature whatsoever in respect of any property, including any of the foregoing created by, arising under, or evidenced by any conditional sale or other title retention agreement, the interest of a lessor under a capital lease, any financing lease having substantially the same economic effect as any of the foregoing, or the filing of a financing statement naming the owner of the property as to which such lien relates as the debtor under the Uniform Commercial Code or any comparable Legal Requirement in any other jurisdiction.

"Master Tenant Seller" has the meaning set forth in the Preamble.

"Material Adverse Effect" means any fact, state of facts, change, circumstance, occurrence, effect, event, result or development that, individually or in the aggregate, has had, or would reasonably be expected to have, a material adverse effect on (a) the ability of Sellers to consummate the transactions contemplated by this Agreement or to perform any of their material obligations under this Agreement or (b) the Business, taken as a whole; provided, however, that, with respect to clause (b), none of the following shall be taken into account in determining whether a Material Adverse Effect has occurred: (i) the filing, commencement or pendency of the Bankruptcy Cases or any actions taken in connection therewith; (ii) the execution, delivery or announcement of this Agreement or the transactions contemplated hereby, including any impact thereof on relationships with customers, suppliers, distributors, partners, employees or other business counterparties; (iii) any action required to be taken pursuant to this Agreement or any action taken or not taken at the request of, or with the consent of, Buyer; (iv) any changes in Legal Requirements or accounting principles or interpretations thereof; (v) general economic, business, financial, credit or capital market conditions, including changes in interest rates or exchange rates; (vi) any geopolitical conditions, outbreak or escalation of hostilities, acts of terrorism, civil unrest or similar events; (vii) any epidemic, pandemic, public health emergency or disease outbreak; (viii) any natural or man-made disaster, weather event or force majeure event; (ix) any failure of the Business to meet any projections, forecasts, estimates or budgets (it being understood that the underlying causes of such failure may be taken into account); (x) any loss, reduction or change in the terms of any Contract, customer relationship, supplier relationship or employee relationship; (xi) any liquidity issues, working capital fluctuations or cash flow conditions of the Business; and (xii) any matters disclosed in this Agreement or in the Disclosure Schedules. Notwithstanding the foregoing and anything to the contrary herein, a "Material Adverse Effect" shall be deemed to have occurred if there is (A) a drop in resident occupancy of fifteen percent (15%) or more at such Community compared to the Execution Date, (B) a drop in monthly gross revenue of fifteen percent (15%) or more at such Community compared to the Execution Date, or (C) any suspension, revocation, or material negative conditioning of a material Healthcare Permit required to operate the Community.

"Operating Assets" has the meaning set forth in Section 2.1(b).

"Order" means any order, writ, injunction, judgment, verdict, ruling, decision, subpoena, mandate, precept, command, directive, consent, approval, award, decree or similar determination or finding entered, issued, made or rendered by any Governmental Authority or an arbitrator, mediator or other quasi-judicial or judicially sanctioned Person.

"Ordinary Course of Business" means, with respect to any Person, the ordinary and usual course of normal day-to-day operations of such Person and its business, consistent with its past practice (including with respect to quality, quantity and frequency).

"Organizational Documents" means (a) any certificate or articles of incorporation, bylaws, certificate or articles of formation, operating agreement or partnership agreement, (b) any documents comparable to those described in clause (a) as may be applicable pursuant to any Legal Requirements, and (c) any amendment or modification to any of the foregoing.

"Outside Date" has the meaning set forth in Section 11.1(b).

"Owned Real Property" means all fee-owned real property owned by the DST Seller located at 985 North Lapeer Road, Lake Orion, Michigan 48362, in Oakland County, Michigan, consisting of approximately 8.15 acres, together with one single-story assisted living and memory care facility containing 64 units and 68 licensed beds, and all easements, rights and appurtenances relating thereto.

"Party" or "Parties" means, individually or collectively, Buyer and Sellers.

"Paying Agent" means any bank, trust company, or other financial institution designated in writing by Sellers in accordance with Section 7.12 to receive and distribute the proceeds of any Closing on behalf of Sellers.

"Paying Agent Notice" has the meaning set forth in Section 7.12.

"Permits" means any permit, license, registration, certificate, approval, consent, authorization, qualification, accreditation, exemption, variance, waiver, or similar right or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Authority.

"Permitted Liens" means (a) statutory Liens for current Taxes or other governmental charges not yet due and payable or the amount or validity of which is being contested in good faith by appropriate Actions by any Seller; (b) the Liens set forth on Schedule 1.1; and (c) with respect to any Owned Real Property, (i) easements, rights-of-way, covenants, conditions, restrictions and other similar matters of record, (ii) zoning, entitlement and other land use laws and regulations, and (iii) non-monetary Liens that do not secure the payment of money and do not, individually or in the aggregate, result in a Material Adverse Effect.

"Person" means any individual, corporation (including any non-profit corporation), partnership, limited liability company, joint venture, unincorporated organization, estate, trust,

association, organization or other legal entity or group (as defined in Section 13(d)(3) of the Exchange Act) or Governmental Authority.

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

"Plan" and "Plans" means employee benefit, welfare, supplemental unemployment benefit, employment, offer letter, individual consulting, change in control, retention, severance pay, bonus, pension, profit sharing, retirement, deferred compensation, incentive compensation, stock compensation, stock option, stock appreciation, phantom stock option, other equity or equity-based compensation, vacation, sick leave, death benefit, health or other medical, dental, life, disability, or other insurance, Code Section 125 "cafeteria" or "flexible" benefit, employee loan, educational assistance, fringe benefit, or other similar plan, program, agreement, or arrangement, whether written or oral, including any (a) "employee benefit plan" within Section 3(3) of ERISA or (b) other employee benefit plans, programs, agreements or arrangements, whether or not subject to ERISA, sponsored, maintained, contributed to or required to be contributed to, or entered into, by Sellers, or pursuant to which Sellers have any Liability, in each case, for the benefit of their current or former officers, directors, employees, individual consultants, their dependents or beneficiaries, other than plans established pursuant to statute.

"Post-Closing Tax Period" has the meaning set forth in Section 8.1(b).

"PP&E" means all personal property and equipment of Sellers primarily used in, held for use in, or arising out of the conduct of the Business.

"Pre-Closing Tax Period" has the meaning set forth in Section 8.1(b).

"Previously Omitted Contract" has the meaning set forth in Section 2.5(b)(i).

"Previously Omitted Contract Designation" has the meaning set forth in Section 2.5(b)(i).

"Previously Omitted Contract Notice" has the meaning set forth in Section 2.5(b)(i).

"Purchase Price" has the meaning set forth in Section 3.1.

"Qualified Bid" has the meaning set forth in the Bidding Procedures.

"Real Property Assets" has the meaning set forth in Section 2.1(a).

"Representative" means, with respect to a particular Person, any director, manager, officer, employee, agent, consultant, advisor or other representative of such Person, including legal counsel, accountants and financial advisors.

"Resident Agreements" means, with respect to each Community, those leases, occupancy, residency, and similar written agreements entered into with the residents of such Community, whether in the name of any Seller or any other Person, and all amendments, modifications, supplements, renewals and extensions thereof.

"Resident Records" has the meaning set forth in Section 8.3.

"Sale Hearing" means the hearing to consider the entry of the Sale Order.

"Sale Order" means an Order of the Bankruptcy Court, substantially in the form agreed to by Sellers and Buyer, or otherwise reasonably acceptable to Buyer, pursuant to, inter alia, Sections 105, 363 and 365 of the Bankruptcy Code authorizing and approving, inter alia, the sale of the Acquired Assets to Buyer or the Buyer Designees, as applicable, on the terms and conditions set forth herein, free and clear of all Liens (other than Permitted Liens), and the assumption and assignment of the Assumed Contracts to Buyer or the Buyer Designees, as applicable, and containing findings of fact and conclusions of law that Buyer or the Buyer Designees, as applicable, has acted in "good faith" within the meaning of Section 363(m) of the Bankruptcy Code.

"Sales Taxes" has the meaning set forth in Section 8.1(a).

"Seller Healthcare Permits" means all Healthcare Permits held by a Seller, or its Affiliates, in connection with the operation of the Business at the Community.

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

"Straddle Period" has the meaning set forth in Section 8.1(b).

"Subsidiary" means any entity with respect to which a specified Person (or a Subsidiary thereof) has the power, through the ownership of securities or otherwise, to elect a majority of the managers, directors or similar managing body.

"Successful Bidder" has the meaning set forth in the Bidding Procedures.

"Tax" or "Taxes" (and with correlative meaning, "Taxable" and "Taxing") means (a) any U.S. federal, state, provincial, local, non-U.S. or other income, alternative, minimum, add-on minimum, accumulated earnings, personal holding company, franchise, capital stock, net worth, capital, profits, intangibles, windfall profits, gross receipts, value added, sales, use, goods and services, excise, customs duties, transfer, conveyance, mortgage, registration, stamp, documentary, recording, premium, severance, natural resources, real property, personal property, ad valorem, intangibles, rent, occupancy, license, occupational, employment, unemployment insurance, social security, disability, workers' compensation, payroll, health care, withholding, estimated or other similar tax, duty, levy or other governmental charge or assessment or deficiency thereof (including all interest and penalties thereon and additions thereto, whether disputed or not) and (b) any liability for any items described in clause (a) payable by reason of contract, transferee liability or operation of law (including Treasury Regulations Section 1.1502-6) or otherwise.

"Tax Return" means any return, declaration, report, claim for refund, information return or other document (including any related or supporting estimates, elections, schedules, statements, or information) filed or required to be filed in connection with the determination, assessment or collection of any Tax or the administration of any laws, regulations or administrative requirements relating to any Tax.

"Taxing Authority" means the Internal Revenue Service and any other Governmental Authority that has the right to impose Taxes on Sellers.

"Title Company" means Chicago Title Insurance Company.

"Title Company Agreement" means an agreement in the form of Exhibit C hereto, which shall be executed and delivered by the Parties by the date that is not later than five (5) Business Days prior to the Auction (provided, that Sellers may waive such execution and delivery requirement in their sole discretion).

"Transaction Documents" means this Agreement, the Assumption Agreement, the Bill of Sale, any Bridging Agreement(s), the Deeds, and any other agreements, instruments or documents entered into at the Closing pursuant to this Agreement.

"Transfer Taxes" has the meaning set forth in Section 8.1(a).

"Transferred Permit" means all Permits, to the extent transferable, that are primarily related to the ownership, use or operation of the Acquired Assets.

"Vehicle Lease Assignment" means an assignment and assumption agreement, in a mutually agreeable form, executed by Volante Senior Living LLC or Inspired Healthcare Capital Holdings, LLC and Buyer, with respect to the Master Open – End (Equity) Lease Agreement, dated March 12, 2024, between Enterprise FM Trust and Volante Senior Living LLC (as may have been assigned to Inspired Healthcare Capital Holdings, LLC) for the Lease of a Ford Transit-350 Passenger XL Rear-Wheel Drive Medium Roof Van (VIN: 1FDAX2C80RKB24036).

"WARN Act" means the Worker Adjustment and Retraining Notification Act of 1988, as amended, and any similar state, local or foreign Legal Requirement relating to plant closings, relocations, mass layoffs or employment losses.

1.2 Other Definitions and Interpretive Matters.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(i) 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 is a day other than a Business Day, the period in question shall end on the next succeeding Business Day.

(ii) Day. Any reference in this Agreement to days (but not Business Days) means calendar days.

(iii) Dollars. Any reference in this Agreement to $ means United States dollars.

(iv) Exhibits/Schedules. All Exhibits and Schedules attached or annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

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

(vi) 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.

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

(viii) Including. The word "including" or any variation thereof means "including, without limitation," and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(ix) Or. The word "or" shall be disjunctive but not exclusive.

(x) Provided. To the extent that any documents or other materials were present (and continuously accessible by and visible to the Buyer through the Closing Date) in the Project Orange Virtual Data Room hosted by Intralinks and maintained by Raymond James (the "Data Room") in connection with the transactions contemplated in this Agreement at least one (1) Business Day prior to the Closing Date, such documents or other materials shall be deemed "delivered", "provided" and "made available" (and all similar phrases used herein that mean such) to Buyer for all purposes of this Agreement.

(b) 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 limiting the foregoing, no rule of strict construction construing ambiguities against the draftsperson shall be applied against any Person with respect to this Agreement.

ARTICLE 2
PURCHASE AND SALE

2.1 Purchase and Sale Subject to the entry of the Sale Order and upon the terms and subject to the conditions of this Agreement, at the Closing, the DST Seller and Master Tenant Seller shall sell, transfer, assign, convey and deliver to Buyer or one or more other Persons designated by Buyer, in its sole discretion (each, a "Buyer Designee"), and Buyer shall purchase and acquire from each such Seller, all of such Seller's right, title and interest in and to the following assets (other than Excluded Assets), in each case free and clear of all Liens (other than Permitted Liens) (collectively, the "Acquired Assets"):

(a) Real Property Assets. With respect to the DST Seller, the Owned Real Property owned by such DST Seller, together with all Improvements (including all fixtures) and all rights and interests appurtenant thereto (collectively, the "Real Property Assets"), including:

(i) any rents, receivables and other amounts payable in respect thereof for all periods following the Closing;

(ii) all Leases, subleases and other occupancy agreements affecting such Owned Real Property;

(iii) all contracts, agreements and rights to the extent primarily related to the ownership, use, operation or maintenance of such Owned Real Property that are designated by Buyer as Assumed Contracts pursuant to Section 2.5;

(iv) all Permits, to the extent transferable, that are primarily related to the ownership, use or operation of such Owned Real Property;

(v) to the extent permitted by Legal Requirements, all Documents and other books and records to the extent primarily related to the Owned Real Property and reasonably necessary for the ownership and operation thereof, including financial and accounting files (but excluding the general corporate files and records of the DST Seller), and correspondence;

(vi) to the extent assignable, all rights under or arising out of all third-party insurance policies to the extent relating to damage to or loss of the Owned Real Property, including third-party property and casualty insurance proceeds and other insurance proceeds;

(vii) all claims, interests, rights, rebates, refunds, abatements, remedies, recoveries and benefits of the DST Seller, and all claims and causes of action (other than with respect to Taxes), including those arising out of Assumed Contracts, express or implied warranties, representations, licenses and guarantees from suppliers, manufacturers, contractors or others, in each case to the extent arising from damage to or defects in the Owned Real Property or Improvements; provided, that, for the avoidance of doubt, no breach of fiduciary duty claim, commercial tort claim or claim for fraud or

intentional misrepresentation arising from the Owned Real Property or Improvements shall constitute an Acquired Asset; and

(viii) all assets, if any, listed on Schedule 2.1(a)(viii) (regardless of whether such assets are covered by any of the foregoing).

(b) Operating Assets. With respect to the DST Seller and the Master Tenant Seller, all assets (other than Excluded Assets and, in the case of the DST Seller, other than the Real Property Assets) of such Seller to the extent primarily used in, held for use in, or arising out of the conduct of the Business (collectively, the "Operating Assets"), including:

(i) all Permits, to the extent transferable. Notwithstanding anything in this Section 2.1(b)(i) to the contrary, with respect to any Seller Healthcare Permit, the Parties shall not purport to transfer or assign such Seller Healthcare Permit at Closing, and Buyer (or applicable Buyer Designee) shall not operate any senior care community under any Seller Healthcare Permit held by Sellers after the Closing except pursuant to any applicable Bridging Agreement executed by the Parties in accordance with Section 7.11 hereof;

(ii) all Contracts assumed pursuant to Section 2.5;

(iii) All Resident Agreements by and between Sellers and residents in effect as of the Closing Date, including all Resident Agreements entered into on or after the Petition Date that are in effect as of the Closing Date;

(iv) to the extent permitted by Legal Requirements, all Documents and other books and records to the extent related to the Business;

(v) all intangible assets, goodwill, trade names, service marks, and intellectual property used in the Business;

(vi) all rights under or arising out of third-party insurance policies to the extent relating to the Business;

(vii) all claims, interests, rights, rebates, refunds, abatements, remedies, recoveries and benefits of the Master Tenant Seller arising from the conduct of the Business, including those arising out of express or implied warranties, representations, licenses and guarantees; and

(viii) all assets, if any, listed on Schedule 2.1(b)(viii).

2.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement (including Section 2.1), nothing herein shall be deemed to sell, transfer, assign, convey or deliver any assets of any Seller other than the Acquired Assets expressly set forth in Section 2.1, and all other assets shall be retained by the applicable Seller (the "Excluded Assets"). Without limiting the generality of the foregoing, the Excluded Assets shall include:

(a) any cash or cash equivalents, accounts, deposits, investment interests, or other financial assets of Sellers and all accounts receivable, notes receivable, and other receivables of Sellers arising from or relating to the operation of the Business prior to the Closing Date, together with any security, claim, remedy, or other right related to any of the foregoing;

(b) any Contracts that are not expressly assumed and assigned to Buyer pursuant to Section 2.5;

(c) all Causes of Action of any Seller, including any proceeds thereof, other than those expressly included in the Acquired Assets;

(d) all Causes of Action or any other claims held by or on behalf of any other Person (including any investment funds, creditors or any official committee in the Bankruptcy Cases);

(e) the Organizational Documents, minute books, equity holder records and other corporate, limited liability company or trust records of any Seller;

(f) any documents or records (i) required by applicable Legal Requirements to be retained by any Seller, (ii) that are subject to attorney-client privilege or work product doctrine, or (iii) the transfer of which would violate applicable Legal Requirements;

(g) all Tax refunds, credits and other Tax attributes of any Seller for Pre-Closing Tax Periods;

(h) all Plans and all Contracts, accounts, trusts, rights and other assets relating to the Plans;

(i) all insurance policies of Sellers and any rights thereunder, except to the extent expressly included in the Acquired Assets;

(j) any rights, claims or causes of action of Sellers under this Agreement or any other Transaction Document;

(k) any assets listed on Schedule 2.2(k).

2.3 Assumed Liabilities. Subject to entry of the Sale Order, upon the terms and subject to the conditions of this Agreement, at the Closing, Buyer shall, effective at the time of the Closing, assume and agree to discharge and perform when due, only the following Liabilities of Sellers relating to the Acquired Assets (the "Assumed Liabilities"), and no other Liabilities:

(a) all Liabilities arising under the Assumed Contracts after the Closing Date;

(b) all Cure Costs;

(c) all Liabilities arising from the ownership, use or operation of the Acquired Assets from and after the Closing Date;

(d) all Liabilities with respect to (i) Taxes imposed on the Acquired Assets that are attributable to any Post-Closing Tax Period and (ii) Sales Taxes and Transfer Taxes;

(e) all employment, labor, compensation, pension, accrued leave entitlements, employee welfare and employee benefits related Liabilities relating to each Buyer Employee arising on or following the Closing or as otherwise specifically provided in Section 8.6 of this Agreement; and

(f) all Liabilities arising from the ownership of the Owned Real Property from and after the Closing Date.

2.4 Excluded Liabilities. Notwithstanding any provision in this Agreement to the contrary, neither Buyer nor any Buyer Designee shall assume, nor shall Buyer or any of its applicable Buyer Designees be obligated to assume or be obliged to pay, perform or otherwise discharge, any Liability of, or Liability against, Sellers of any kind or nature, whether absolute, accrued, contingent or otherwise, whether due or to become due and whether or not known or unknown or currently existing or hereafter arising or matured or unmatured, direct or indirect, and however arising, including without limitation, all Liens (other than Permitted Liens), other than the Assumed Liabilities, and Sellers shall be solely and exclusively liable with respect to all Liabilities of Sellers, including without limitation, all Liens (other than Permitted Liens), other than the Assumed Liabilities (such Liabilities including without limitations, all Liens (other than Permitted Liens) other than Assumed Liabilities, collectively, the "Excluded Liabilities").

2.5 Assignment and Assumption of Contracts.

(a) Assumed and Excluded Contracts.

(i) Schedule 2.5(a)(i) sets forth a list of all executory Contracts (including all Leases primarily involving or primarily related to the Business to which one or more of Sellers are party) which require assignment and assumption pursuant to Section 365 of the Bankruptcy Code (the "Assumed Contracts") (subject to the terms of this Section 2.5) and sets forth Seller entity party to such Assumed Contract and Sellers' good faith estimate of the Cure Costs associated with each Assumed Contract as of the Execution Date. From and after the Execution Date but in any event not later than three (3) Business Days prior to the Sale Hearing, Sellers shall make such additions or deletions to Schedule 2.5(a)(i) as Buyer shall request in writing in Buyer's sole discretion and Buyer shall be solely responsible for all Cure Costs and any other Liabilities arising from the designation of any such Contract as an Assumed Contract. For the avoidance of doubt, any Contract which Buyer has requested in writing to be deleted from Schedule 2.5(a)(i) shall be considered removed from such Schedule as of the date of such written request. Automatically upon the addition of any Contract to Schedule 2.5(a)(i), such Contract shall be an Assumed Contract for all purposes of this Agreement. Buyer shall be responsible for all Cure Costs with respect to Assumed Contracts, and Sellers shall have no Liability with respect thereto. Any deleted Contract shall be deemed to no longer be an Assumed Contract, and for the avoidance of doubt, neither Party shall be responsible for any Cure Costs related thereto. The Parties acknowledge and agree that there will be no reduction in, or increase to, the Purchase Price as a result of (x) any change in Cure Costs or (y) any

addition or elimination of any Contract as an Assumed Contract. All Contracts of Sellers that are not listed on Schedule 2.5(a)(i) shall not be considered an Assumed Contract or an Acquired Asset and shall be deemed "Excluded Contracts"; provided, that Buyer has the right at any time before the date that is three (3) Business Days prior to the Closing Date (such date, the "Determination Date") to amend Schedule 2.5(a)(i) to remove from Schedule 2.5(a)(i) any Assumed Contract then listed on Schedule 2.5(a)(i), and, with respect to those Assumed Contracts subject to a cure dispute with the counterparty thereto or other dispute with the counterparty thereto as to the assumption or assignment of such Assumed Contract that has not been resolved to the satisfaction of Buyer (in its sole discretion) at least five (5) Business Days prior to the Determination Date (any such Contract, a "Disputed Contract"), such Disputed Contracts may be removed from Schedule 2.5(a)(i) up to and until the Closing Date.

(ii) Sellers shall take all actions reasonably required to assume and assign the Assumed Contracts to Buyer or any of its applicable Buyer Designees, including taking all actions reasonably required to obtain an Order containing a finding that the proposed assumption and assignment of the Assumed Contracts to Buyer satisfies all applicable requirements of Section 365 of the Bankruptcy Code.

(iii) At the Closing, (x) Sellers shall, pursuant to the Sale Order and the Assumption Agreement, assume and assign to Buyer or the applicable Buyer Designee (the consideration for which is included in the Purchase Price) each of the Assumed Contracts that is capable of being assumed and assigned in connection with such assumption and assignment (as agreed to among Buyer and Sellers or as determined by the Bankruptcy Court) and (y) Buyer shall assume and perform and discharge the Assumed Liabilities (if any) under the Assumed Contracts, pursuant to the Assumption Agreement.

(iv) No later than five (5) Business Days prior to the Determination Date, Sellers shall provide Buyer with a list of all Disputed Contracts and the amount of Cure Costs that has been proposed by each such non-Seller counterparty for such Disputed Contracts. If Sellers, with the consent of Buyer, and the non-Seller counterparty with respect to any Disputed Contract, are unable to agree on Cure Costs or the assumption and assignment of such Disputed Contract within five (5) Business Days following the Closing Date, Sellers shall, solely upon Buyer's written request and at Buyer's sole cost and expense, use reasonable efforts to seek to have the amount of Cure Costs related to such Disputed Contract or the proposed assumption and assignment of such Disputed Contract determined by the Bankruptcy Court (a "Disputed Contract Determination") in accordance with the Bidding Procedures Order. Buyer shall be solely responsible for all costs and expenses arising from any such Disputed Contract Determination, including any related proceedings before the Bankruptcy Court. Upon a Disputed Contract Determination that prohibits assumption and assignment to Buyer, such Disputed Contract will automatically be an Excluded Contract. If assumption and assignment to Buyer is not prohibited, then Buyer may elect to re-designate such Assumed Contract as an Excluded Contract. If such Assumed Contract is not so re-designated, (x) the applicable Sellers shall promptly take such steps as are reasonably necessary, including, if applicable and reasonably practicable, promptly on delivery of no less than five (5) Business Days' notice to the non-Seller counterparty to such Contract, to cause such

Contract to be assumed by the applicable Seller and assigned to Buyer, including by executing and delivering to Buyer an Assumption Agreement with respect to such Assumed Contract, and (y) Buyer shall pay the Cure Costs with respect to such Assumed Contract, either (i) concurrently with Sellers' assumption and assignment thereof to Buyer or (ii) as agreed in writing by Buyer and the applicable counterparty to such Assumed Contract.

(b) Previously Omitted Contracts.

(i) If prior to or following the Closing until the date of confirmation of a plan of liquidation or any other plan is confirmed in the Bankruptcy Cases, it is discovered that a Contract should have been listed on Schedule 2.5(a)(i) but was not listed on Schedule 2.5(a)(i) and has not been rejected by Sellers (any such Contract, a "Previously Omitted Contract"), Sellers shall, immediately following the discovery thereof (but in no event later than three (3) Business Days following the discovery thereof), notify Buyer in writing of such Previously Omitted Contract and all Cure Costs (if any) for such Previously Omitted Contract. Buyer shall thereafter deliver written notice to Sellers, no later than ten (10) Business Days following notification of such Previously Omitted Contract from Sellers, but in any event prior to confirmation of any plan confirmed in the Bankruptcy Cases, designating such Previously Omitted Contract as "Assumed" or "Rejected" (a "Previously Omitted Contract Designation"). A Previously Omitted Contract designated in accordance with this Section 2.5(b)(i) as "Rejected," or with respect to which Buyer fails to deliver a Previously Omitted Contract Designation, shall be an Excluded Contract.

(ii) If Buyer designates a Previously Omitted Contract as "Assumed" in accordance with Section 2.5(b)(i), Sellers shall serve a notice (the "Previously Omitted Contract Notice") on the counterparties to such Previously Omitted Contract notifying such counterparties of the Cure Costs with respect to such Previously Omitted Contract and Sellers' intention to assume and assign such Previously Omitted Contract in accordance with this Section 2.5. The Previously Omitted Contract Notice shall provide the counterparties to such Previously Omitted Contract with ten (10) Business Days to object, in writing to Sellers and Buyer, to the Cure Costs or the assumption of its Contract. If the counterparties, Sellers and Buyer are unable to reach a consensual resolution with respect to the objection, Sellers will seek an expedited hearing before the Bankruptcy Court to determine the Cure Costs and approve the assumption. If no objection is served on Sellers and Buyer, Sellers shall obtain an order of the Bankruptcy Court, which may be the Sale Order, fixing the Cure Costs and approving the assumption of the Previously Omitted Contract.

(c) Non-Assignment of Contracts and Permits. Notwithstanding anything contained in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer any Contract or any Permit, if, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code, an attempt at assignment or transfer thereof, without the consent or approval required or necessary for such assignment or transfer, would constitute a breach thereof or in any way adversely affect any of the rights of Buyer, as the assignee or transferee of such Contract or Permit (as the case may be) thereunder. If, notwithstanding the

provisions of Sections 363 and 365 of the Bankruptcy Code and the commercially reasonable efforts of Sellers, such consent or approval is required but not obtained with respect to an Assumed Contract or a Permit, neither Sellers nor Buyer shall be in breach of this Agreement nor shall the Purchase Price be adjusted nor (but subject to the satisfaction of the conditions set forth in Section 9.4 (unless waived by Buyer in its sole and absolute discretion)) shall the Closing be delayed in respect of the Assumed Contracts or the Permits; provided, however, if the Closing occurs, then, with respect to any Assumed Contract or Permit for which consent or approval is required but not obtained, from and after Closing, Sellers shall, at Buyer's request and at Buyer's sole cost and expense, use reasonable efforts to cooperate with Buyer in any reasonable arrangement Buyer may request to provide Buyer with all of the benefits of, or under, the applicable Assumed Contract or applicable Permit, including enforcement for the benefit of Buyer of any and all rights of Sellers against any party to the applicable Assumed Contract or applicable Permit arising out of the breach or cancellation thereof by such party; provided, however, to the extent that any such arrangement has been made to provide Buyer with the benefits of, or under, the applicable Assumed Contract or applicable Permit, from and after Closing, Buyer shall be responsible for, and shall promptly pay all payment and other obligations under such Assumed Contract or Permit (all of which shall constitute, and shall be deemed to be, Assumed Liabilities hereunder) to the same extent as if such Assumed Contract or Permit had been assigned or transferred at the Closing. Any assignment to Buyer of any Assumed Contract or Permit that shall, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code, require the consent or approval of any Person for such assignment as aforesaid shall be made subject to such consent or approval being obtained. Without limiting the foregoing, (i) Buyer shall reimburse all reasonable and documented out-of-pocket cooperation costs actually incurred by Sellers within ten (10) Business Days of invoice; (ii) Sellers have no obligation to provide dedicated or full-time personnel or to take any action that would unreasonably interfere with the administration of the Bankruptcy Cases; and (iii) Sellers make no representation that any regulatory approval will be obtained within any particular timeframe and any regulatory delay shall not, except as otherwise set forth herein, (x) constitute a breach or default by Sellers under this Agreement, (y) give Buyer any right to terminate this Agreement, reduce the Purchase Price, or assert any other claim or remedy against Sellers, or (z) relieve Buyer of its obligation to consummate the transactions contemplated hereby at Closing.

2.6 Further Assurances. At and after the Closing, and without further consideration therefor, the Parties shall execute and deliver such further instruments and certificates as shall be necessary or desirable (i) to vest, perfect or confirm ownership (of record or otherwise) in Buyer or one or more Buyer Designees of Sellers' right, title or interest in, to or under any or all of the Acquired Assets free and clear of all Liens (other than Permitted Liens), (ii) to confirm assumption by Buyer or one or more Buyer Designees of all obligations related to the Assumed Liabilities, or (iii) to otherwise effectuate the purposes and intent of this Agreement and the other Transaction Documents or for aiding, assisting, collecting and reducing to possession any of the Acquired Assets or the Assumed Liabilities and exercising rights with respect thereto. Each of the Parties shall take, or cause to be taken, all actions, do or cause to be done all things as may be reasonably requested by the other Parties in order to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in Buyer or one or more Buyer Designees or otherwise to carry out this Agreement, and shall execute and deliver all deeds, bills of sale, instruments of conveyance, powers of attorney, assignments, assumptions and assurances, and as may be required to consummate the transactions contemplated by this Agreement.

ARTICLE 3
PURCHASE PRICE; DEPOSIT

3.1 Consideration. The aggregate consideration (the "Purchase Price") for the purchase, sale, assignment and conveyance of Sellers' right, title and interest in, to and under the Acquired Assets shall consist of:

(a) an aggregate amount equal to $10,000,000 less the amount of any Employee PTO, as applicable, in accordance with Section 8.6(b) (the "Closing Cash Payment"); and

(b) the assumption by Buyer or any of its applicable Buyer Designees, as applicable, of the Assumed Liabilities from Sellers.

3.2 Allocation of Purchase Price. Sellers and Buyer shall agree to allocate the Purchase Price and any other amounts treated as consideration for applicable Tax purposes to be paid for the Acquired Assets, including the Owned Real Property, in accordance with Section 1060 of the Code, the Treasury Regulations promulgated thereunder and an allocation statement to be mutually agreed by the Parties. Sellers shall prepare and deliver to Buyer within sixty (60) days after the Closing Date a schedule (such statement, the "Allocation Statement") allocating the Purchase Price (plus other relevant items) among the applicable assets as of the beginning of the day after the Closing Date. If Buyer does not object to the Allocation Statement within thirty (30) days of receipt thereof, then the Allocation Statement shall become final and binding on the Parties. Buyer shall provide any objection to the Allocation Statement in writing to Sellers and shall state the basis for such objection in reasonable detail, and the Parties shall negotiate in good faith to resolve promptly any such objection. The Allocation Statement shall be final and binding upon Sellers and Buyer with respect to the matters relating to required tax reporting by each such Party. The Parties will not take any position (whether in audits, Tax Returns, or otherwise) that is inconsistent with the Allocation Statement. Notwithstanding the foregoing and for the avoidance of doubt, the Allocation Statement shall not be binding for the purposes of the actual distribution of any proceeds of the transactions contemplated by this Agreement as between the DST Seller and Master Tenant Seller.

3.3 Deposit.

(a) Within three (3) Business Days of the execution of this Agreement, (i) Sellers and Buyer shall execute and deliver to each other an escrow agreement in a mutually agreeable form (the "Escrow Agreement"), and (ii) Buyer shall deposit with the Escrow Agent an amount equal to the Escrow Amount (the "Deposit") pursuant to and in accordance with the terms of the Escrow Agreement. All fees, costs and expenses payable to the Escrow Agent pursuant to the terms of the Escrow Agreement shall be borne and timely paid by Buyer. The Deposit shall not be subject to any lien, attachment, trustee process or any other judicial process of any creditor of any Seller or Buyer, except as required by the Escrow Agreement. The Deposit shall be deposited in an interest-bearing account. For the avoidance of doubt, the Deposit shall not be considered property of any Seller's estate under Section 541 of the Bankruptcy Code.

(b) The Deposit shall be held and disbursed pursuant to the terms of the Escrow Agreement, the Bidding Procedures Order and this Agreement, including, and Sellers and Buyer shall deliver joint written instructions pursuant to and in accordance with the Escrow Agreement instructing the Escrow Agent to comply with the following:

(i) if the Closing shall occur, then the Deposit shall be credited against the Closing Cash Payment;

(ii) if this Agreement is terminated by (A) Sellers pursuant to Section 11.1(d)(i) or (B) by Buyer pursuant to Section 11.1(b)(i), Section 11.1(b)(ii) or Section 11.1(b)(iv), in each case solely in circumstances where Sellers would otherwise be entitled to terminate this Agreement pursuant to Section 11.1(d)(i), then the Deposit shall be promptly delivered to Sellers no later than five (5) Business Days after such termination; and

(iii) if this Agreement is terminated other than as described in Section 3.3(b)(ii), then the Deposit shall be promptly returned to Buyer no later than five (5) Business Days following such termination.

(c) In the event the Deposit becomes payable to Buyer or Sellers pursuant to Section 3.3(b), the Parties agree to cause the Escrow Agent to disburse the Deposit to Buyer or Sellers, as applicable, by wire transfer of immediately available funds to an account designated by the applicable Party in writing.

ARTICLE 4
CLOSING AND DELIVERIES

4.1 Closing Date. Upon the terms and subject to the conditions hereof, the closing of the sale of the Acquired Assets and the assumption of the Assumed Liabilities relating thereto (other than those pertaining to Previously Omitted Contracts pursuant to Section 2.5(b) and Disputed Contracts pursuant to Section 2.5(a)) (the "Closing") shall take place remotely by electronic mail or other electronic exchange of documents, among and between the Parties or their respective counsel (which shall include delivery of the Purchase Price, the Transaction Documents and any other documentation or funds to be delivered or exchanged at Closing (including any title insurance policy) to the Title Company pursuant to the Title Company Agreement), on the latest of (x) a date that is no later than three (3) Business Days following the date on which all the conditions set forth in Article 9 and Article 10 have been satisfied or (if permissible) waived by the Party entitled to waive such condition (other than the conditions which by their nature are to be satisfied at the Closing, but subject to the satisfaction or (if permissible) waiver of such conditions) (y) thirty (30) days following the entry of the Sale Order and (z) such other date and time as Sellers and Buyer may mutually agree in writing (such date, the "Closing Date"). Upon consummation of the Closing, the purchase and sale of the Acquired Assets and the assumption of the Assumed Liabilities, and the Closing, shall be deemed to have occurred as of 12:01 a.m. (New York time) on the Closing Date.

4.2 Buyer's Deliveries. At the Closing, Buyer shall deliver (or cause one or more of its Affiliates or Buyer Designees to deliver) to Sellers, in escrow with the Title Company pursuant to this Article 4 and the Title Company Agreement:

(a) payment of the Closing Cash Payment, less the amount of the Deposit, by wire transfer of immediately available funds to an account designated by Sellers;

(b) the Assumption Agreement, the Bill of Sale, any Bridging Agreement required pursuant to Section 7.11, and each other Transaction Document to which Buyer is a party, duly executed by Buyer or the applicable Buyer Designee;

(c) joinders or other instruments, in form reasonably acceptable to Sellers, pursuant to which each Buyer Designee assumes its applicable obligations under this Agreement;

(d) the certificates of Buyer to be received by Sellers pursuant to Sections 10.1 and 10.3;

(e) such other documents as Sellers may reasonably request that are customary for a transaction of this nature and necessary to evidence or consummate the transactions contemplated by this Agreement;

(f) the Vehicle Lease Assignment, duly executed by Buyer; and

(g) FIRPTA – Notice of Settlement Agent Responsibility in a form reasonably acceptable to the Title Company, duly executed by Buyer.

4.3 Sellers' Deliveries. At the Closing, Sellers shall deliver to Buyer, in escrow with the Title Company pursuant to this Article 4 and the Title Company Agreement:

(a) the Bill of Sale, the Assumption Agreement, any Bridging Agreement required pursuant to Section 7.11, the Deeds with respect to the Owned Real Property, and each other Transaction Document to which any Seller is a party, duly executed by the applicable Sellers;

(b) a copy of the Sale Order;

(c) the certificates of Sellers to be received by Buyer pursuant to Sections 9.1 and 9.2;

(d) a valid IRS Form W-9 from each Seller;

(e) such customary affidavits, certificates, and other documents as may be reasonably required by the Title Company and are customary for a transaction of this nature and do not impose any material post-Closing liability on Sellers;

(f) the Vehicle Lease Assignment, duly executed by Volante Senior Living LLC or Inspired Healthcare Capital Holdings, LLC, as applicable; and

(g) such other documents as Buyer may reasonably request that are customary for a transaction of this nature and necessary to evidence or consummate the transactions contemplated by this Agreement.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as set forth in the Disclosure Schedules, Sellers hereby jointly and severally represent and warrant to Buyer that, as of the date hereof:

5.1 Status. Each Seller is duly organized, validly existing, and in good standing (to the extent the concept is recognized by the applicable jurisdiction) under the Legal Requirements of the jurisdiction in which it is organized. Each Seller has all requisite corporate or similar organizational power and authority to own, operate, or lease its properties and assets and to carry on its business as now being conducted. Each Seller is legally qualified to transact business as a foreign entity in all jurisdictions where the nature of its properties and the conduct of its business as now conducted require such qualification, except where the failure to be so qualified would not have a Material Adverse Effect.

5.2 Power and Authority. Each Seller has all requisite corporate or similar organizational power and authority to execute and deliver each of the Transaction Documents to which such Seller is a party, to perform its obligations hereunder or thereunder, and to consummate the transactions contemplated hereby and thereby, subject to obtaining Bankruptcy Court approval pursuant to the Sale Order. All acts or proceedings required to be taken by Sellers to authorize the execution and delivery of this Agreement and the performance of Sellers' obligations hereunder and thereunder have been properly taken.

5.3 Enforceability. Each Transaction Document to which a Seller is a party has been duly authorized, executed, and delivered by such Seller, and, assuming the due and valid authorization, execution, and delivery of such Transaction Document by the other parties thereto, such Transaction Document constitutes the legal, valid, and binding obligation of such Seller, enforceable against it in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar Legal Requirements affecting or relating to creditors' rights generally and general equitable principles (the "Bankruptcy and Equity Exceptions").

5.4 No Violation; Consents and Approvals. Except as set forth on Section 5.4 of the Disclosure Schedules, the execution and delivery by Sellers of each of the Transaction Documents to which a Seller is a party and the consummation by it of the transactions contemplated hereby or thereby will not (a) violate any provision of the Organizational Documents of such Seller, (b) violate any material Legal Requirement applicable to, binding upon, or enforceable against such Seller, or (c) result in the creation or imposition of any Lien upon any of the material property or material assets of such Seller. Other than Bankruptcy Court approval pursuant to the Sale Order, and except for any approvals, consents, waivers, authorizations, declarations, filings or notices that may be required under Contracts or Legal Requirements and are addressed pursuant to Section 2.5 or the Bankruptcy Code, no approval, consent, waiver, authorization, or other order of, and no declaration, filing, registration, qualification, recording, or

other action or filing with, any Governmental Authority or any other Person is required to be obtained or made by or on behalf of such Seller in connection with the execution, delivery, or performance of the Transaction Documents to which it is a party in accordance with the terms and conditions thereof, except where failure to obtain such approval, consent, waiver, authorization, or other order, or to make such declaration, filing, registration, qualification, recording, or other action, would not be material to such Seller.

5.5 Title to Properties. Each Seller has, and immediately prior to the Closing will have, all right, title and interest in and to the Acquired Assets to be transferred by such Seller at Closing necessary to permit such Seller to transfer such Acquired Assets to Buyer pursuant to this Agreement. Upon consummation of the Closing and entry of the Sale Order, Buyer shall acquire all right, title and interest of the applicable Sellers in and to such Acquired Assets, free and clear of all Liens (other than Permitted Liens and Assumed Liabilities), in each case to the maximum extent permitted under Sections 105, 363 and 365 of the Bankruptcy Code.

5.6 Affiliate Transactions. Except for this Agreement and the other Transaction Documents, Schedule 5.6 sets forth a true and complete list of all Contracts between (i) any Seller or any of its Affiliates (excluding the other Sellers), on the one hand, and (ii) any other Seller, on the other hand.

5.7 Brokers. Except with respect to the brokers representing Sellers in this transaction, Raymond James & Associates, Inc., Sellers have not incurred any obligation for any finder's or broker's or agent's fees or commissions or similar compensation in connection with the transactions contemplated hereby.

5.8 Healthcare Regulatory Matters. To the Knowledge of the Sellers, except as set forth on Schedule 5.8, each Community is operated pursuant to the Permits issued by the applicable Governmental Authority in the state in which such Community is located to the extent required by applicable Legal Requirements, and each such license or permit is held in the name of the entity identified as the licensed operator of such Community in the due diligence materials in the Data Room and is in good standing and in full force and effect. No Governmental Authority has issued notice to Sellers of any violation, action, proceeding, or investigation pending against the Sellers or the Communities or to revoke or suspend any Permit held by Sellers with respect to the Communities, and to Sellers' Knowledge, there are no pending or threatened actions, proceedings, or investigations. No Communities participate in any third-party payor programs, including any governmental payors. To the Knowledge of Sellers, each Community is in all material respects in compliance with all Legal Requirements applicable to Sellers' operation of such Community. The representations contained in this Section 5.8 constitute the sole and exclusive representations of Sellers with respect to healthcare regulatory matters.

5.9 NO OTHER REPRESENTATIONS AND WARRANTIES. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS ARTICLE 5, NONE OF SELLERS NOR ANY OTHER PERSON MAKES ANY REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, STATUTORY, OR EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF SELLERS OR ANY OF THEIR RESPECTIVE BUSINESSES, OPERATIONS, ASSETS, LIABILITIES, CONDITION (FINANCIAL OR OTHERWISE), OR PROSPECTS. BUYER HEREBY EXPRESSLY WAIVES ANY CLAIMS AND CAUSES OF

ACTION AND ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, IN EACH CASE, RELATING TO THE ACCURACY, COMPLETENESS OR MATERIALITY OF ANY INFORMATION, DATA, OR OTHER MATERIALS (WRITTEN OR ORAL) HERETOFORE FURNISHED TO BUYER AND ITS REPRESENTATIVES BY OR ON BEHALF OF SELLERS. WITHOUT LIMITING THE FOREGOING, NONE OF SELLERS NOR ANY OTHER PERSON IS MAKING ANY REPRESENTATION OR WARRANTY TO BUYER WITH RESPECT TO ANY FINANCIAL PROJECTION OR FORECAST RELATING TO THE BUSINESS, OPERATIONS, ASSETS, LIABILITIES, CONDITION (FINANCIAL OR OTHERWISE), OR PROSPECTS OF SELLERS. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION 5.9 SHALL LIMIT OR WAIVE ANY CLAIM OR REMEDY OF BUYER ARISING OUT OF INTENTIONAL COMMON LAW FRAUD BY SELLERS IN MAKING THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS ARTICLE 5.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Sellers as of the date hereof:

6.1 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 Wyoming. Buyer has the requisite power and authority to own or lease and to operate and use its properties and to carry on its business as now conducted.

6.2 Power and Authority. Buyer has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. All acts or proceedings required to be taken by Buyer to authorize the execution and delivery of this Agreement and the performance of Buyer's obligations hereunder have been properly taken.

6.3 Enforceability. This Agreement has been duly authorized, executed, and delivered by Buyer, and, assuming the due and valid authorization, execution, and delivery of this Agreement by Sellers, this Agreement constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as the same may be limited by the Bankruptcy and Equity Exceptions.

6.4 No Violations; Consents and Approvals. The execution and delivery of this Agreement by Buyer, and the consummation by it of the transactions contemplated hereby, will not (i) violate any provision of the Organizational Documents of Buyer, (ii) violate any material Legal Requirement applicable to, binding upon, or enforceable against Buyer, (iii) result in any material breach of, or constitute a material default (or an event which would, with the passage of time or the giving of notice or both, constitute a material default) under, or give rise to a right of payment under or the right to terminate, any Contract to which Buyer is a party or bound, or (iv) result in the creation or imposition of any Lien upon any of the material property or material assets of Buyer. No approval, consent, waiver, authorization, or other order of, and no declaration, filing, registration, qualification, recording, or other action or filing with, any Governmental Authority

or any other Person is required to be obtained or made by or on behalf of Buyer in connection with the execution, delivery, or performance of this Agreement and the consummation of the Closing hereunder in accordance with the terms and conditions of this Agreement, except where failure to obtain such approval, consent, waiver, authorization, or other order, or to make such declaration, filing, registration, qualification, recording, or other action, would not be material to Buyer taken as a whole.

6.5 Sufficient Funds. Buyer has, and at the Closing will have, immediately available funds in cash in an amount sufficient to pay the Purchase Price and all other amounts payable by Buyer pursuant to this Agreement at Closing and to consummate the transactions contemplated hereby.

6.6 Brokers. Buyer has not incurred any obligation for any finder's or broker's or agent's fees or commissions or similar compensation in connection with the transactions contemplated hereby for which Sellers may be liable.

6.7 NO OTHER REPRESENTATIONS AND WARRANTIES. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF BUYER SET FORTH IN THIS ARTICLE 6, BUYER ACKNOWLEDGES AND AGREES THAT NONE OF SELLERS NOR ANY OTHER PERSON MAKES ANY REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, STATUTORY, OR EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF SELLERS OR ANY OF THEIR RESPECTIVE BUSINESSES, OPERATIONS, ASSETS, LIABILITIES, CONDITION (FINANCIAL OR OTHERWISE), OR PROSPECTS. BUYER HEREBY EXPRESSLY WAIVES ANY CLAIMS AND CAUSES OF ACTION AND ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, IN EACH CASE, RELATING TO THE ACCURACY, COMPLETENESS OR MATERIALITY OF ANY INFORMATION, DATA, OR OTHER MATERIALS (WRITTEN OR ORAL) HERETOFORE FURNISHED TO BUYER AND ITS REPRESENTATIVES BY OR ON BEHALF OF SELLERS. WITHOUT LIMITING THE FOREGOING, NONE OF SELLERS, NOR ANY OTHER PERSON, IS MAKING ANY REPRESENTATION OR WARRANTY TO BUYER WITH RESPECT TO ANY FINANCIAL PROJECTION OR FORECAST RELATING TO THE BUSINESS, OPERATIONS, ASSETS, LIABILITIES, CONDITION (FINANCIAL OR OTHERWISE), OR PROSPECTS OF SELLERS.

"AS IS, WHERE IS" ACKNOWLEDGMENT. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLERS SET FORTH IN ARTICLE 5, BUYER IS PURCHASING THE ACQUIRED ASSETS ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS. BUYER ACKNOWLEDGES THAT IT HAS CONDUCTED ITS OWN INDEPENDENT INVESTIGATION, REVIEW AND ANALYSIS OF THE BUSINESS, THE FACILITIES AND THE ACQUIRED ASSETS, AND ACKNOWLEDGES THAT IT HAS BEEN PROVIDED ADEQUATE ACCESS TO THE PERSONNEL, PROPERTIES, ASSETS, PREMISES, BOOKS AND RECORDS, AND OTHER DOCUMENTS AND DATA OF SELLERS FOR SUCH PURPOSE. BUYER ACKNOWLEDGES AND AGREES THAT: (A) IN MAKING ITS DECISION TO ENTER INTO THIS AGREEMENT AND TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED HEREBY, BUYER HAS RELIED SOLELY UPON ITS

OWN INVESTIGATION AND THE REPRESENTATIONS AND WARRANTIES OF SELLERS EXPRESSLY SET FORTH IN ARTICLE 5 AND IN THE OTHER TRANSACTION DOCUMENTS; AND (B) NONE OF SELLERS, THEIR AFFILIATES OR THEIR RESPECTIVE REPRESENTATIVES HAS MADE ANY REPRESENTATION OR WARRANTY AS TO SELLERS, THE BUSINESS, THE FACILITIES OR THE ACQUIRED ASSETS, EXCEPT AS EXPRESSLY SET FORTH IN ARTICLE 5 AND IN THE OTHER TRANSACTION DOCUMENTS. WITHOUT LIMITING THE FOREGOING, BUYER ACKNOWLEDGES THAT BUYER HAS NOT RELIED ON ANY PROJECTIONS, FORECASTS, ESTIMATES OR BUDGETS DELIVERED TO OR MADE AVAILABLE TO BUYER OF FUTURE REVENUES, FUTURE RESULTS OF OPERATIONS, FUTURE CASH FLOWS OR FUTURE FINANCIAL CONDITION OF THE BUSINESS OR THE FACILITIES. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION 6.7 SHALL LIMIT OR WAIVE ANY CLAIM OR REMEDY OF BUYER ARISING OUT OF INTENTIONAL COMMON LAW FRAUD BY SELLERS IN MAKING THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS ARTICLE 5.

ARTICLE 7
ACTIONS PRIOR TO THE CLOSING DATE

7.1 Access and Reports.

(a) During the period from and including the Execution Date through and including the Closing Date or the earlier termination of this Agreement in accordance with the provisions of Article 11, Sellers shall afford Buyer and its Representatives reasonable access, upon reasonable notice during normal business hours, to the senior executive officers of Sellers and to the books and records of Sellers and all records concerning the Business and Acquired Assets, and Sellers shall instruct such senior executive officers to reasonably cooperate with Buyer and its Representatives regarding the same; provided, that (i) such access does not unreasonably interfere with the operation of the Business or Sellers' other businesses and shall be subject to Sellers' reasonable security measures and insurance requirements; and (ii) Buyer and its authorized agents and representatives shall not contact or otherwise communicate with the employees (other than executive employees), customers, or suppliers of Sellers, unless, in each instance, approved in writing in advance by Sellers, which approval shall not be unreasonably withheld. Notwithstanding anything contained in this Agreement to the contrary, none of Buyer or its Representatives or any Buyer Designees shall have any right to perform or conduct, or cause to be performed or conducted, any environmental sampling or testing at, in, on or underneath any of Sellers' properties without written consent from Sellers, which consent shall not be unreasonably withheld. Buyer will protect, indemnify, defend, save, and hold Sellers, their manager, partners, agents, representatives, and their respective successors and assigns, harmless from and against any claims for injury or death to persons, damage to property or other demands, suits, obligations, losses, damages or claims, and costs and expenses, including attorneys' fees and litigation costs, arising out of any action of any person or firm entering the Owned Real Property on Buyer's behalf as aforesaid, including claims made by any occupant against Seller for Buyer's entry into such occupant's premises or any interference with any occupant's use or damage to its premises or property in connection with Buyer's review of the Owned Real Property, which indemnity will survive the Closing and any termination of this Agreement without the Closing having occurred.

(b) This Section 7.1 shall not require Sellers to permit any access to, or to disclose (i) any information that, in the reasonable, good faith judgment (after consultation with counsel, which may be in-house counsel) of Sellers, is reasonably likely to result in any violation of any Legal Requirement or any Contract to which any Seller is a party or cause any privilege (including attorney-client privilege) that Sellers would be entitled to assert to be undermined with respect to such information and such undermining of such privilege could in Sellers' good faith judgment (after consultation with counsel, which may be in-house counsel) adversely affect in any material respect Sellers' position in any pending or, what Sellers believe in good faith (after consultation with counsel, which may be in-house counsel) could be, future litigation, (ii) employee medical files (including employee "protected health information" (as defined in HIPAA)), workers' compensation records, or other employee books and records the disclosure of which is prohibited by any Legal Requirement, or (iii) if any Seller, on the one hand, and Buyer or any of its Affiliates, on the other hand, are adverse parties in a litigation, any information that is reasonably pertinent thereto; provided, that, in the case of clause (i), the Parties shall cooperate in seeking to find a way to allow disclosure of such information to the extent doing so (A) would not be reasonably likely to result in the violation of any such Legal Requirement or Contract or be reasonably likely to cause such privilege to be undermined or (B) could reasonably be managed through the use of customary "clean-room" arrangements pursuant to which non-employee Representatives of Buyer could be provided access to such information.

7.2 Title Matters. Prior to the Closing Date, Buyer shall have the right to obtain, at its sole cost and expense, title commitments and, to the extent available, surveys with respect to the Owned Real Property. From the date hereof until the earlier of the Closing Date or the termination of this Agreement, Sellers shall reasonably cooperate with Buyer in obtaining (i) an owner's extended coverage title insurance policy with respect to the Owned Real Property, issued by the Title Company (or another nationally recognized title insurance company duly licensed in the relevant jurisdiction), written as of the Closing Date, insuring fee simple title to the Owned Real Property, free and clear of any Liens other than Permitted Liens, and (ii) an appropriately certified ALTA/NSPS Land Title Survey with respect to the Owned Real Property showing no Liens other than Permitted Liens.

7.3 Operations Prior to the Closing Date.

(a) Sellers shall use commercially reasonable efforts to operate the Business in the Ordinary Course of Business in all material respects and to preserve substantially intact the Acquired Assets, subject to (i) actions expressly contemplated by this Agreement, (ii) actions disclosed on Schedule 7.3, (iii) actions taken with Buyer's prior written consent (not to be unreasonably withheld, conditioned or delayed) and (iv) actions required by applicable Legal Requirements or the Bankruptcy Court.

(b) Nothing in this Section 7.3 is intended to result in Sellers ceding control to Buyer of Sellers' basic ordinary course of business and commercial decisions prior to the Closing Date.

(c) Notwithstanding anything contained in this Agreement to the contrary, any action taken or omitted to be taken by any Seller that otherwise could represent a failure by such Seller to operate in the Ordinary Course of Business, in response to, in connection

with, or as a result of, any earthquakes, hurricanes, floods or other natural disasters, epidemics, pandemics, disease outbreaks or public health emergencies, acts of God, or force majeure events, or any escalation or worsening of any of the foregoing, shall not be deemed a breach of this Section 7.3.

7.4 Antitrust Filings; Cooperation.

(a) As soon as reasonably practicable (and, in any event, in the case of notifications under the HSR Act, within ten (10) Business Days, or a later date as agreed by the Parties) following the date hereof, Sellers, on the one hand, and Buyer, on the other hand, shall each prepare and file, or cause to be prepared and filed, any notifications advisable or required to be filed under (i) the HSR Act with the United States Federal Trade Commission and the Antitrust Division of the United States Department of Justice, and request early termination of the waiting period under the HSR Act and (ii) any other applicable Antitrust Laws. Buyer, on the one hand, and Sellers, on the other hand, shall use reasonable best efforts to: (i) respond as promptly as practicable to the appropriate Governmental Authorities to any requests for additional information and documentary material in connection with such filings and (ii) take all other actions necessary to cause the waiting periods under the HSR Act and waiting or review periods under any other applicable Antitrust Laws to terminate or expire at the earliest practicable date after the date of filing including using reasonable best efforts to avoid or eliminate impediments under any Antitrust Law that may be asserted by any Governmental Authority with respect to the transactions contemplated hereby so as to enable the Closing to occur as soon as reasonably possible. Buyer shall be responsible for payment of the applicable filing fee under the HSR Act and any other applicable Antitrust Laws, and each Party shall be responsible for payment of its own respective costs and expenses (including attorneys' fees and other legal fees and expenses) associated with the preparation of its portion of any antitrust filings.

(b) Sellers shall use commercially reasonable efforts to do, or cause to be done, all things necessary under the applicable Legal Requirements with the appropriate Governmental Authorities to put in place, to transfer, to amend, or to acquire all Transferred Permits that are necessary for the operation and conduct of the Business or Acquired Assets by or on the Closing Date, unless the applicable Legal Requirements regarding such a Permit require certain actions to be taken upon or after the Closing, and, in that event, Sellers shall use commercially reasonable efforts to do, or cause to be done, all things necessary or desirable under the applicable Legal Requirements with the appropriate Governmental Authorities which can only be taken or done after the Closing to put in place, to transfer, to amend, or to acquire such remaining Permits as promptly as reasonably practicable after the Closing. Without limiting the foregoing, Buyer shall, or shall cause its applicable Affiliates to, (i) prepare and submit all filings and notices required in connection with any change of ownership, change of operator, or similar regulatory approvals (including any filings with Governmental Authorities) as promptly as practicable following the entry of the Sale Order; and (ii) reimburse all Seller reasonable and documented out-of-pocket cooperation costs actually incurred by Sellers within ten (10) Business Days of receipt of a written invoice therefor. Sellers have no obligation to provide dedicated or full-time personnel or to take any action that would unreasonably interfere with the administration of the Bankruptcy Cases. Sellers make no representation that any regulatory approval will be obtained within any particular timeframe. Regulatory delay shall not (x) constitute a breach or default by Sellers under this Agreement, (y) give Buyer or any other Party any right to terminate

this Agreement or any portion thereof, reduce the Purchase Price, or assert any other claim or remedy against Sellers, or (z) relieve Buyer of its obligation to consummate the transactions contemplated hereby at Closing.

(c) Sellers shall use commercially reasonable efforts to do, or cause to be done, all things necessary under the applicable Legal Requirements with the appropriate Governmental Authorities to put in place, to transfer, to amend, or to acquire all Transferred Permits that are necessary for the operation and conduct of the Business or Acquired Assets by or on the Closing Date, unless the applicable Legal Requirements regarding such a Permit require certain actions to be taken upon or after the Closing, and, in that event, Sellers shall use commercially reasonable efforts to do, or cause to be done, all things necessary or desirable under the applicable Legal Requirements with the appropriate Governmental Authorities which can only be taken or done after the Closing to put in place, to transfer, to amend, or to acquire such remaining Permits as promptly as reasonably practicable after the Closing. Without limiting the foregoing, Buyer shall, or shall cause its applicable Affiliates to, (i) prepare and submit all filings and notices required in connection with any change of ownership, change of operator, or similar regulatory approvals (including any filings with Governmental Authorities) as promptly as practicable following the entry of the Sale Order; and (ii) reimburse all Seller reasonable and documented out-of-pocket cooperation costs actually incurred by Sellers within ten (10) Business Days of receipt of a written invoice therefor. Sellers have no obligation to provide dedicated or full-time personnel or to take any action that would unreasonably interfere with the administration of the Bankruptcy Cases. Sellers make no representation that any regulatory approval will be obtained within any particular timeframe. Regulatory delay shall not (x) constitute a breach or default by Sellers under this Agreement, (y) give Buyer or any other Party any right to terminate this Agreement or any portion thereof, reduce the Purchase Price, or assert any other claim or remedy against Sellers, or (z) relieve Buyer of its obligation to consummate the transactions contemplated hereby at Closing.

(d) In the event any Action by any Governmental Authority or other Person is commenced which questions the validity or legality of the transactions contemplated hereby, seeks damages in connection therewith, or would delay, restrain, prevent, enjoin or otherwise prohibit consummation of the transactions contemplated hereby, the Parties agree to cooperate and use their reasonable best efforts to resist and defend against such Action and, if an Order is entered or issued, or becomes reasonably foreseeable to be entered or issued, in any such Action, to use their reasonable best efforts to have such Order vacated, modified, reversed, suspended, prevented, eliminated or removed so as to permit such consummation on a schedule as close to possible to that contemplated by this Agreement, and to cooperate reasonably regarding any other impediment to the consummation of the transactions contemplated hereby.

7.5 Contracts. Sellers shall serve on all non-Seller counterparties to all of their Contracts a notice specifically stating that Sellers are or may be seeking the assumption and assignment of such Contracts and shall notify such non-Seller counterparties of the deadline for objecting to the Cure Costs, if any, which deadline shall be as set forth in the Bidding Procedures Order.

7.6 Notice of Developments. Sellers shall promptly notify Buyer of, and furnish Buyer such information as Buyer may reasonably request with respect to: (a) any notice or other

communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement; (b) any material notice or other communication received from any Governmental Authority relating to the Business, the Acquired Assets, the Assumed Liabilities or the transactions contemplated hereby; and (c) any Action or other event of which Sellers become aware that would reasonably be expected to prevent, materially delay or materially impair the consummation of the transactions contemplated hereby.

7.7 Sale Free and Clear. Sellers acknowledge and agree, and the Sale Order shall provide, that on the Closing Date and concurrently with Closing, all then existing or thereafter arising obligations, Liabilities and Liens (including, for the avoidance of doubt, all successor liability, including any successorship obligations with respect to any Plan) of, against or created by Sellers or their bankruptcy estate, shall be fully released from and with respect to the Acquired Assets being transferred at Closing. On the Closing Date, the Acquired Assets being transferred at Closing shall be transferred to Buyer or one or more Buyer Designees, as applicable, free and clear of all obligations, Liabilities and Liens (including, for the avoidance of doubt, all successor liability, including any successorship obligations with respect to any Plan or Contract), other than the Permitted Liens and the Assumed Liabilities, with such released Liens attaching to the proceeds of the sale of the Acquired Assets in the same order of priority, with the same validity, force and effect as immediately prior to Closing.

7.8 Back-Up Bidder. If an Auction is conducted, and Buyer is not the Successful Bidder at the Auction but is the next highest bidder after the Successful Bidder at the Auction, Buyer shall serve as a Back-Up Bidder and shall keep its bid to consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may be improved upon by Buyer in the Auction) open and irrevocable (subject to the terms and conditions of this Agreement), notwithstanding any right of Buyer to otherwise terminate this Agreement pursuant to Section 11.1 hereof, until the earlier of (a) the first Business Day after the closing of a transaction with a Successful Bidder for the Acquired Assets that is not Buyer, or (b) the release of the Back-Up Bidder by Sellers in writing (the "Back-Up Bid Termination Date"); provided, however, that if a Successful Bidder for the Acquired Assets that is not Buyer fails to consummate its transaction as a result of a breach or failure to perform on the part of such Successful Bidder, or because a condition in such Successful Bidder's purchase agreement cannot otherwise be met, and the purchase agreement with such Successful Bidder is terminated, Buyer (as the Back-Up Bidder) will be deemed to have the new prevailing bid, and Sellers shall be authorized, to the extent provided in the Sale Order or the Bidding Procedures Order, without further order of the Bankruptcy Court, to, and Buyer (as the Back-Up Bidder) shall, subject to the terms and conditions of this Agreement, consummate the transactions contemplated by this Agreement by the later of (i) ten (10) days after becoming the Successful Bidder and (ii) sixty (60) days after the date of the Sale Hearing, on the terms and conditions set forth in this Agreement (as the same may be improved upon by Buyer in the Auction).

7.9 Consents. Sellers shall use commercially reasonable efforts to obtain or provide, at the earliest practicable date, each consent, waiver, approval, order, Permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Authority required under applicable Legal Requirements or under any Contract included in the Acquired Assets in order to consummate the transactions contemplated by this Agreement, including those set forth on Schedule 7.9. Sellers shall promptly deliver to Buyer copies of such

consents, waivers, approvals, orders, Permits, authorizations, declarations, filings and notifications upon receipt or making thereof. Notwithstanding anything to the contrary in this Agreement, none of Sellers, Buyer nor any of their respective Affiliates shall be required to pay any amounts in connection with obtaining any such consents, waivers, approvals, orders, Permits, authorizations, declarations, filings or notifications. Notwithstanding the foregoing, (i) Buyer shall reimburse Sellers for all reasonable and documented out-of-pocket cooperation costs actually incurred pursuant to this Section 7.9 within fifteen (15) Business Days of receipt of a written invoice therefor, and Sellers' obligations under this Section 7.9 are conditioned on Buyer's timely performance of such reimbursement obligation; (ii) Sellers have no obligation to provide dedicated or full-time personnel or to take any action that would unreasonably interfere with the administration of the Bankruptcy Cases; and (iii) Sellers make no representation that any regulatory approval will be obtained within any particular timeframe, and regulatory delay shall not constitute a Seller breach, or, except as otherwise provided herein, give Buyer any right to terminate this Agreement, or entitle Buyer to any reduction in the Purchase Price.

7.10 Fiduciary Out.

(a) Notwithstanding anything to the contrary in this Agreement or any document filed with or entered by the Bankruptcy Court, nothing herein or the Bidding Procedures Order shall require Sellers or their boards of directors, boards of managers, or similar governing bodies to take any action or to refrain from taking any action with respect to the transactions contemplated by this Agreement to the extent that Sellers or their governing bodies determine in good faith, in consultation with counsel, that taking or failing to take such action, as applicable, would be inconsistent with applicable Legal Requirements or their fiduciary obligations under applicable Legal Requirements.

(b) Notwithstanding anything to the contrary herein or any document filed with or entered by the Bankruptcy Court, until the entry of the Sale Order by the Bankruptcy Court, Sellers and their directors, managers, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives shall have the right to (i) solicit, consider, respond to, and facilitate any proposals for Alternative Transactions, (ii) provide access to non-public information concerning the Acquired Assets to any entity or enter into confidentiality agreements or nondisclosure agreements with any entity, (iii) maintain or continue discussions or negotiations with respect to Alternative Transactions, (iv) otherwise cooperate with, assist, participate in, or facilitate any inquiries, proposals, discussions, or negotiations of Alternative Transactions, and (v) enter into or continue discussions or negotiations with any person or entity regarding Alternative Transactions.

7.11 State Healthcare Regulatory Obligations; Bridging Agreements.As soon as reasonably practicable (and, in any event, within five (5) Business Days, or such later date as may be agreed by the Parties in writing) following the date of this Agreement, Buyer shall prepare and submit, or cause to be prepared and submitted, all notifications, applications, and filings, in each case, that are required in order for Buyer or one of its Buyer Designees to obtain the Healthcare Permits from the state health departments, state aging or human services agencies, or other applicable Governmental Authorities as required to operate the Business at the Community following the Closing, in compliance with all applicable Legal Requirements, as more particularly set forth on Schedule 7.11(a) hereto. Buyer shall deliver to Sellers written confirmation of each

such submission made to the applicable Governmental Authority, including delivering to Sellers copies of all documents so submitted and any acknowledgment of receipt from the applicable Governmental Authority, within three (3) Business Days of making such submission. Buyer shall keep Sellers reasonably informed as to the status of each such submission, including without limitation forwarding to Sellers, promptly upon receipt by Buyer or any of its Affiliates, copies of any and all subsequent correspondence received or delivered to any Governmental Authority relating to any such submission. Sellers shall use commercially reasonable efforts to take such actions as are reasonably requested by Buyer in writing in support of such submissions, applications, and filings to cooperate with and assist Buyer in obtaining, transferring, or maintaining all Healthcare Permits, subject to (A) the availability of Sellers' personnel and resources in the context of the Bankruptcy Cases, (B) such actions not unreasonably interfering with the administration of the Bankruptcy Cases, and (C) Buyer's timely payment of Sellers' cooperation costs as set forth herein. Buyer shall reimburse Sellers for all reasonable and documented out-of-pocket costs and expenses actually incurred by Sellers in connection with such cooperation within ten (10) Business Days of receipt of a written invoice therefore. For the avoidance of doubt, Sellers shall have no obligation to make any representations to any Governmental Authority regarding Buyer's qualifications, financial condition, or suitability as an operator, and any such representation shall be solely Buyer's responsibility.

(b) Buyer and Sellers shall negotiate in good faith the form of one or more definitive agreements (the "Bridging Agreements") incorporating the terms set forth on Schedule 7.11(b) and/or such additional terms as are not inconsistent with Schedule 7.11(b) as the Parties may agree with respect to the Community for which the applicable Buyer Healthcare Permits have not or will not reasonably be obtained prior to the anticipated Closing Date (disregarding Section 9.6).

(c) If the Parties are unable to agree on the terms of the Bridging Agreements within the later of (i) 10 days following the conclusion of the Auction and (ii) the date the conditions to Closing set forth in Article 9 and Article 10 (other than Section 9.6 and any conditions to be satisfied at the Closing) have been satisfied or waived, Sellers may upon written notice to Buyer terminate this Agreement and shall retain the Deposit as liquidated damages.

7.12 Paying Agent. Following the Execution Date and prior to the Closing Date, Sellers shall have the right, exercisable in their sole discretion by written notice to Buyer (a "Paying Agent Notice"), to designate a Paying Agent to receive on behalf of Sellers all or any portion of the Closing Cash Payment, as applicable, payable by Buyer at any Closing. Any Paying Agent Notice shall:

(a) identify the Paying Agent by name and provide wire transfer instructions for an account designated by the Paying Agent to receive the applicable proceeds from the Title Company pursuant to the Title Company Agreement;

(b) specify the portion of the Closing Cash Payment to be disbursed by the Title Company to the Paying Agent; and

(c) be delivered to Buyer no later than three (3) Business Days prior to the Closing Date.

If Sellers deliver a Paying Agent Notice in accordance with this Section 7.12, Buyer shall, at the Closing, deliver the portion of the Closing Cash Payment designated in the Paying Agent Notice to the Title Company in escrow pursuant to this Section 7.12 and the Title Company Agreement and shall instruct the Title Company to disburse such designated amount to the Paying Agent.

ARTICLE 8
ADDITIONAL AGREEMENTS

8.1 Taxes.

(a) Any sales Tax, use Tax or similar Tax attributable to the sale or transfer of the Acquired Assets and not exempted under the Sale Order or by Section 1146(c) of the Bankruptcy Code ("Sales Taxes") and any real property transfer Tax, documentary stamp Tax or similar Tax attributable to the sale or transfer of the Acquired Assets and not exempted under the Sale Order or by Section 1146(c) of the Bankruptcy Code ("Transfer Taxes") shall be borne by Buyer. Sellers and Buyer shall reasonably cooperate to (i) mitigate or eliminate the amount of Sales Taxes or Transfer Taxes resulting from the transactions contemplated herein and (ii) timely prepare and file any Tax Returns relating to such Sales Taxes or Transfer Taxes, including any claim for exemption or exclusion from the application or imposition of any Sales Taxes or Transfer Taxes. Buyer shall be responsible for preparing and filing all necessary Tax Returns or other documents with respect to Sales Taxes and Transfer Taxes, provided, however, that in the event any such Tax Return requires execution by Sellers, the Party responsible for preparing the Tax Return shall deliver it to Sellers not less than ten (10) days before the due date thereof, and Sellers shall promptly execute such Tax Return and return it to the Party responsible for filing it.

(b) All Liability for any ad valorem Taxes (including, for the avoidance of doubt, real or personal property Taxes, together with all assessments (special or general) or any similar changes or impositions) (the "Apportioned Taxes") with respect to the Acquired Assets for the portion of the Straddle Period that ends on the Closing Date (a "Pre-Closing Tax Period") shall be borne by Sellers. All Liability for any Apportioned Taxes with respect to the Acquired Assets for a Tax period or year, or portion thereof that begins after the Closing Date (a "Post-Closing Tax Period") shall be borne by Buyer. The total amount of Apportioned Taxes allocable to the Pre-Closing Tax Period shall be the product of (i) such Tax for the entirety of such Straddle Period, multiplied by (ii) a fraction, the numerator of which is the number of days for such Straddle Period included in the Pre-Closing Tax Period and the denominator of which is the total number of days in such Straddle Period, and the balance of Apportioned Taxes shall be allocable to the Post-Closing Tax Period. At the Closing, Apportioned Taxes with respect to each Acquired Asset for the applicable Straddle Period shall be prorated in accordance with the foregoing provisions based on the Tax assessment for such Acquired Asset for such Straddle Period, if available, or if otherwise, based on the Apportioned Taxes paid with respect to such Acquired Asset during the preceding Tax year. With respect to any not yet delinquent Apportioned Taxes relating to a Straddle Period or Pre-Closing Tax Period, Buyer will be required to remit payment of all such Taxes to the applicable Governmental Authority. With respect to any Apportioned Taxes relating to a Straddle Period or Pre-Closing Tax Period that are delinquent as of the Closing Date, the amount of which is known and not subject to dispute, Buyer shall either pay the delinquent amount of such Taxes directly to the applicable Governmental Authority at the Closing or, at Buyer's

option, to the Title Company, for further payment by it to the applicable Governmental Authority. "Straddle Period" shall mean any Tax period or year commencing on or before, and ending after, the Closing Date.

(c) Buyer and Sellers shall, and shall cause their respective Affiliates to, cooperate and agree to furnish or cause to be furnished to each other, upon reasonable request, as promptly as practicable, such information and assistance relating to the Business and the Acquired Assets (including access to books and records and Tax Returns and related working papers dated before Closing) as is reasonably necessary for the 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, suit or proceeding relating to any Tax, and the claiming by Buyer of any U.S. federal, state, local or non-U.S. business Tax credits or incentives that Buyer may qualify for in any of the jurisdictions in which any of the Acquired Assets are located; provided, however, that neither Buyer nor any Seller 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 8.1(c) shall be borne by the Party requesting it.

8.2 Bulk Sales. The Parties intend that the Sale Order shall provide that compliance with the Legal Requirements relating to bulk sales and transfers is not necessary or appropriate under the circumstances. In furtherance of the foregoing, each Party hereby waives compliance by the Parties with "bulk sales," "bulk transfers" or similar Legal Requirements in respect of the transactions contemplated by this Agreement.

8.3 Real Property Prorations. All real property Taxes, utilities, rents and other operating expenses with respect to the applicable Owned Real Property shall be prorated between Sellers and Buyer as of 12:01 a.m. on the Closing Date. Sellers shall be responsible for the portion of such amounts attributable to the period prior to the Closing Date, and Buyer shall be responsible for the portion attributable to the period from and after the Closing Date. All rents and other amounts payable by tenants shall be prorated on an accrual basis as of the Closing Date. Any rents or other amounts payable by tenants that are collected by Buyer after the Closing Date and are attributable to any period prior to the Closing Date shall be promptly remitted to Sellers, and any rents or other amounts payable by tenants that are collected by Sellers after the Closing Date and are attributable to any period from and after the Closing Date shall be promptly remitted to Buyer. All prorations shall be based on the most recent available bills, rent rolls or other information and shall be final as of Closing, with no post-Closing adjustment. Notwithstanding the foregoing, Buyer shall retain all resident records, clinical records, care plans, and medication administration records transferred to Buyer at Closing (collectively, "Resident Records") for the period required by applicable Legal Requirements, which shall not in any event be less than ten (10) years following the date of the last entry in each such record, or such longer period as may be required by applicable state or federal law. Prior to destroying any Resident Records, Buyer shall provide at least sixty (60) days' prior written notice to the applicable resident or resident representative and shall comply with all applicable HIPAA and state law requirements governing the destruction of protected health information.

8.4 Wrong Pockets. Following the Closing, without effect on the Purchase Price, (a) Sellers shall promptly transfer to Buyer (i) any cash or other funds received by Sellers after the Closing that constitute Acquired Assets and (ii) copies of any material communications

received by Sellers after the Closing to the extent relating to the Acquired Assets or the Business, and (b) Buyer shall promptly transfer to Sellers (i) any cash or other funds received by Buyer after the Closing that constitute Excluded Assets or Excluded Liabilities, or which are received by Buyer in respect of accounts receivable relating to periods prior to the Closing and (ii) copies of any material communications received by Buyer after the Closing to the extent relating to the Excluded Assets, Excluded Liabilities or the Business.

8.5 Assumed Contracts: Adequate Assurance and Performance. Buyer shall provide adequate assurance of future performance under each Assumed Contract as required under Section 365 of the Bankruptcy Code. Buyer and Sellers shall use commercially reasonable efforts to take such actions as may be reasonably required to obtain any Bankruptcy Court finding that adequate assurance of future performance has been provided under the Assumed Contracts, including furnishing information reasonably requested by the Bankruptcy Court or any counterparty thereto. Notwithstanding the foregoing, (i) Buyer shall reimburse all Seller reasonable and documented out-of-pocket cooperation costs actually incurred within ten (10) Business Days of invoice; (ii) Sellers have no obligation to provide dedicated or full-time personnel or to take any action that would unreasonably interfere with the administration of the bankruptcy proceedings; and (iii) Sellers make no representation that any regulatory approval will be obtained within any particular timeframe, and regulatory delay does not give Buyer any termination right or constitute a Seller breach.

8.6 Employee Matters.

(a) Offer of Employment. Schedule 8.6(a) hereto sets forth a list of Employees and their respective base salaries as of the Execution Date. Not later than ten (10) Business Days prior to the Closing Date, Seller shall provide Buyer with an updated form of Schedule 8.6(a) as of such date. Other than is consistent with past practice, Sellers shall not make any material changes in the compensation or benefits of the Employees listed on Schedule 8.6(a) prior to the Closing Date. Buyer shall make offers of employment, for employment effective as of the day following the Closing Date, to all Employees listed in Schedule 8.6(a) (as updated pursuant to the foregoing sentence) that include (i) a base salary or base wages and cash incentive compensation opportunities that, in each case, are no less than the base salary or wage rate and cash incentive opportunities provided to such Employee by Sellers, their respective Affiliates or any of their third-party managers, as applicable, immediately prior to the Closing Date, (ii) all other employee benefits (excluding equity-based benefits) that are no less favorable in the aggregate than the employee benefits provided to such Employee by Sellers, their Affiliates or any of their respective third-party managers immediately prior to the Closing Date and (iii) any other additional terms and conditions of employment required by Legal Requirements (such employees as are hired, the "Buyer Employees"). Sellers shall use commercially reasonable efforts to cooperate with Buyer in identifying and facilitating reasonable access to Employees prior to the Closing Date and shall, subject to applicable Legal Requirements or Contracts, provide Buyer with reasonable access to information in the possession, custody or control of Sellers or any of their Affiliates with respect to the Employees to enable Buyer to make such offers.

(b) Paid Time Off. Subject, and in addition, to local Legal Requirements, which may require a cash payment by Sellers, their Affiliates or third-party managers, as applicable, in lieu of any assumption by Buyer, Buyer shall recognize and credit, or

cause an Affiliate of Buyer to recognize and credit, and allow use of, all vacation, sick time and other paid time off accrued but unused by the Buyer Employees as of the Closing Date ("Employee PTO"), in accordance with any of Sellers' or their applicable Affiliates' or third-party managers' policies and applicable Legal Requirements. Buyer shall receive a Purchase Price credit equivalent to the aggregate Employee PTO as set forth in Section 3.1(a).

(c) Employee Benefit Plan Matters. Effective as of the Closing Date, (i) all Buyer Employees (and their covered dependents) will cease actively participating in all Plans and (ii) Buyer shall cause all Buyer Employees (and their eligible dependents) to be covered under retirement, medical, dental, vision, life insurance, disability, AD&D and other employee benefit plans sponsored or maintained by Buyer or its Affiliates.

(d) Access to Information. After the Execution Date, Sellers shall use commercially reasonable efforts to provide Buyer and its Affiliates with reasonable access to Employees and to information concerning Employees in the possession, custody or control of Seller or any of its Affiliates, including employee records and data (including Plan data), reasonably requested by Buyer and its Affiliates, except as otherwise prohibited by any Legal Requirement; provided, that such access shall be subject to Buyer's compliance with applicable confidentiality obligations and shall not unreasonably interfere with the operation of the Business.

(e) No Third-Party Beneficiaries. All provisions contained in this Agreement with respect to employee benefit plans or compensation of Employees are included for the sole benefit of the respective Parties hereto. Nothing contained herein (i) shall confer upon any former, current or future employee of Sellers or Buyer or any legal representative or beneficiary thereof or any union, any rights or remedies, including any right to employment or continued employment, of any nature, for any specified period, (ii) shall cause the employment status of any former, present or future employee of Sellers or Buyer to be other than terminable at will, (iii) shall confer any third party beneficiary rights upon any Employee or any dependent or beneficiary thereof or any heirs or assigns thereof or (iv) shall be construed to establish or be treated as an amendment or modification of any employee benefit plan, program, agreement, arrangement, or policy.

(f) WARN Act. Sellers shall be responsible for any obligations under the WARN Act arising from any plant closing, mass layoff or similar action requiring notice occurring prior to the Closing Date. Buyer shall be responsible for any obligations under the WARN Act arising from any plant closing, mass layoff or similar action requiring notice occurring from and after the Closing Date. Buyer shall not, and shall cause its Affiliates not to, take any action following the Closing that would reasonably be expected to result in any liability under the WARN Act for which Sellers, their Affiliates or any of their respective third party managers, or any of their respective directors, officers, employees, agents, or representatives would otherwise be responsible.

8.7 Post-Closing Books and Records and Personnel. For a period of six (6) years after the Closing Date, each Party shall provide the other Party (and its Representatives who have a reasonable need to know), at reasonable times and in a manner so as not to unreasonably interfere with its normal business, access to the books and records relating to the Business or the Acquired Assets as of the Closing Date, solely to the extent reasonably necessary to enable such Party to

prepare Tax, financial or court filings or reports, to respond to court orders, subpoenas or inquiries, investigations, audits or other proceedings of Governmental Authorities, or to prosecute or defend legal Actions. If any Party desires to dispose of any such records, such Party shall, at least thirty (30) days prior to such disposal, provide the other Party with a reasonable opportunity to remove such records at the removing Party's expense.

ARTICLE 9
CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER TO CLOSE

The obligations of Buyer to consummate the transactions contemplated by this Agreement at the Closing are subject to fulfillment, at or prior to the Closing, of each of the following conditions, any one or more of which may be waived by Buyer, in its sole and absolute discretion:

9.1 Accuracy of Representations. The representations and warranties of Sellers set forth in this Agreement shall be true and correct as of the Closing Date, with the same effect as though such representations and warranties had been made on and as of the Closing Date (provided, that representations and warranties which are confined to a specified date shall speak only as of such date), in each case, unless the effect of all such breaches of representations and warranties taken together would not have, or be reasonably likely to have, in the aggregate, a Material Adverse Effect. Buyer shall have received a certificate of Sellers to such effect signed by a duly authorized officer thereof.

9.2 Sellers' Performance. The covenants and agreements that Sellers are required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been performed and complied with except where the failure to so comply would not have, or be reasonably likely to have, in the aggregate, a Material Adverse Effect. Buyer shall have received a certificate of Sellers to such effect signed by a duly authorized officer thereof.

9.3 No Order. No Governmental Authority shall have enacted, issued, promulgated, decreed or entered any Order, which is in effect and has the effect of restraining or preventing (or delaying beyond the Outside Date) the consummation of or imposing material modifications on the transactions contemplated by this Agreement.

9.4 Governmental Authorizations. To the extent that consent under the HSR Act or any other applicable Antitrust Law is required or at the discretion of Buyer deemed advisable, any waiting period (and any extension thereof) under the HSR Act shall have expired or shall have been terminated.

9.5 Sellers' Deliveries. Each of the deliveries required to be made to Buyer pursuant to Section 4.3 shall have been so delivered in all material respects.

9.6 Bridging Agreements. Buyer shall have received all applicable Buyer Healthcare Permits or the Parties shall have executed definitive Bridging Agreements that conform in all material respects to the terms set forth on Schedule 7.11(b); provided, that Buyer shall not be entitled to withhold its execution of any Bridging Agreement that conforms in all material

respects to Schedule 7.11(b) on the basis of any requirement or condition not set forth on Schedule 7.11(b).

9.7 Sale Order. The Bankruptcy Court shall have entered the Sale Order and the Sale Order shall have become a Final Order.

9.8 Assumed Contracts. The Bankruptcy Court shall have approved and authorized the assumption and assignment of each Assumed Contract designated by Buyer pursuant to Section 2.5, except as would not have a material effect on the Business from and after the Closing, including the assignment and assumption of the Assumed Contracts set forth on Schedule 9.8 on the terms set forth on such Schedule.

9.9 Title Insurance; Survey. Buyer shall have received, or be irrevocably committed to receive at the Closing, an ALTA owner's title insurance policy (or marked commitment therefor) for the Owned Real Property, issued by the Title Company (or another nationally recognized title insurance company reasonably acceptable to Buyer), insuring Buyer's fee simple title to such Owned Real Property, subject only to Permitted Liens, in an amount equal to the portion of the Purchase Price allocated to such Owned Real Property, together with such endorsements as Buyer may require in its reasonable discretion (to the extent available). Buyer shall also have received, to the extent available, a survey of the Owned Real Property sufficient to enable the Title Company to issue such policy without a general survey exception.

9.10 Consents. Buyer shall have received each consent, waiver, approval, order, Permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Authority listed on Schedule 9.10, in each case, in a form reasonably satisfactory to Buyer.

ARTICLE 10
CONDITIONS PRECEDENT TO THE OBLIGATION OF SELLERS TO CLOSE

The obligations of Sellers to consummate the transactions contemplated by this Agreement at the Closing are subject to fulfillment, at or prior to the Closing, of each of the following conditions, any one or more of which may be waived by Sellers, in their sole and absolute discretion:

10.1 Accuracy of Representations. The representations and warranties of Buyer set forth in this Agreement shall be true and correct in all material respects (except that those representations and warranties which are qualified as to materiality or Material Adverse Effect or similar expressions shall be true and correct in all respects) as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date (provided that representations and warranties which are confined to a specified date shall speak only as of such date) in each case, unless the effect of all such breaches of representations and warranties taken together would not have, or be reasonably likely to have, in the aggregate, a material adverse effect on the ability of Buyer to consummate the transactions contemplated by this Agreement. Sellers shall have received a certificate of Buyer to such effect signed by a duly authorized officer thereof.

10.2 Sale Order. The Bankruptcy Court shall have entered the Sale Order and the Sale Order shall have become a Final Order.

10.3 Buyer's Performance. The covenants and agreements that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been performed and complied with in all material respects, and Sellers shall have received a certificate of Buyer to such effect signed by a duly authorized officer thereof.

10.4 No Order. No Governmental Authority shall have enacted, issued, promulgated, decreed, or entered any Order, which is in effect and has the effect of preventing (or delaying beyond the Outside Date) the consummation of or imposing material modifications on the transactions contemplated by this Agreement.

10.5 Governmental Authorizations. To the extent that consent under the HSR Act or any other applicable Antitrust Law is required or at the discretion of Buyer deemed advisable, any waiting period (and any extension thereof) under the HSR Act shall have expired or shall have been terminated.

10.6 Buyer's Deliveries. Each of the deliveries required to be made to Sellers pursuant to Section 4.2 shall have been so delivered.

10.7 Bridging Agreements. Buyer shall have received all applicable Buyer Healthcare Permits or the Parties shall have executed definitive Bridging Agreements in accordance with Section 7.11; provided, however, that Sellers may waive this condition in their sole and absolute discretion.

ARTICLE 11
TERMINATION

11.1 Termination Events. Anything contained in this Agreement to the contrary notwithstanding, this Agreement may be terminated at any time prior to the Closing only as follows:

(a) by the mutual written consent of Sellers and Buyer;

(b) by either Sellers or Buyer, by written notice to the other:

(i) if the Closing shall not have occurred on or prior to the date that is the later of 90 days following entry of the Sale Order and December 31, 2026 (the "Outside Date"); provided, that the right to terminate this Agreement under this Section 11.1(b)(i) shall not be available to any Party whose failure to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur on or prior to the Outside Date;

(ii) if a Governmental Authority issues a final, non-appealable ruling or Order permanently restraining, enjoining or otherwise prohibiting the transactions contemplated hereby where such ruling or Order was not requested, encouraged or supported by any of Sellers or Buyer; provided, that the right to terminate this Agreement

under this Section 11.1(b)(ii) shall not be available to any Party whose willful failure to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur on or prior to the Outside Date;

(iii) if the Bankruptcy Court shall have approved, or entered an order authorizing, an Alternative Transaction; or

(iv) if the Bankruptcy Court shall have entered an Order dismissing, or converting into cases under Chapter 7 of the Bankruptcy Code, any of the Bankruptcy Cases;

(c) by written notice of Buyer, if Buyer is not then in material breach of its obligations under this Agreement:

(i) in the event of any material breach by any Seller of, or material failure to perform, any agreements, covenants, representations or warranties contained in this Agreement or in the Sale Order, which material breach or material failure to perform would result in Sellers being unable to satisfy a condition set forth in Section 9.1 or Section 9.2 by the Outside Date or shall not have been cured during the thirty (30) day period following delivery by Buyer of notice to Sellers of such material breach or material failure to perform;

(ii) if any Seller consummates an Alternative Transaction or seeks to have the Bankruptcy Court enter an Order dismissing, or converting into cases under Chapter 7 of the Bankruptcy Code, any of the Bankruptcy Cases, or appointing a trustee in any of the Bankruptcy Cases or appointing a responsible officer or an examiner with enlarged powers (other than a fee examiner) relating to the operation of Sellers' businesses pursuant to Section 1104 of the Bankruptcy Code in any of the Bankruptcy Cases; or

(iii) in the event of a Material Adverse Effect that occurs and is continuing at least five (5) Business Days prior to the Closing.

(d) by written notice of Sellers,

(i) if each Seller is not then in material breach of its obligations under this Agreement in the event of any material breach by Buyer of, or material failure to perform, any agreements, covenants, representations or warranties contained in this Agreement or in the Sale Order, which material breach or material failure to perform would result in Buyer being unable to satisfy a condition set forth in Section 10.1 or Section 10.3 by the then-applicable Outside Date or shall not have been cured during the thirty (30) day period following delivery by Sellers of notice to Buyer of such material breach or material failure to perform;

(ii) if Sellers have received a higher or better bid for the Acquired Assets as a whole pursuant to the Bidding Procedures, and Sellers accept or are required to accept such bid at the Auction (in which case, Buyer shall serve as the Back-Up Bidder in accordance with Section 7.8); or

(iii) in connection with Sellers' fiduciary duties as set forth in Section 7.10.

Each condition set forth in this Section 11.1, pursuant to which this Agreement may be terminated shall be considered separate and distinct from each other such condition. If more than one of the termination conditions set forth in Section 11.1 are applicable, the applicable Party shall have the right to choose the termination condition pursuant to which this Agreement is to be terminated. The Parties acknowledge and agree that no notice of termination or extension of the Outside Date provided pursuant to this Section 11.1 shall become effective until two (2) Business Days after the delivery of such notice to the other Parties, and only if such notice shall not have been withdrawn during such two (2) Business Day period or otherwise become invalid. Notwithstanding anything to the contrary herein, no Party may terminate this Agreement pursuant to this Section 11.1 if such Party's breach of this Agreement was the primary cause of the failure of the Closing to occur prior to the Outside Date or the occurrence of the event giving rise to such termination right.

11.2 Effect of Termination. In the event of termination of this Agreement by Buyer or Sellers pursuant to this Article 11, this Agreement shall become null and void ab initio and have no effect and all rights and obligations of the Parties under this Agreement shall terminate without any Liability of any Party to any other Party except (i) nothing herein shall relieve any Party from Liability for any breach of this Agreement occurring prior to such termination and (ii) this Section 11.2 and, as applicable, Article 12 (and, to the extent applicable to the interpretation or enforcement of such provision, Article 1 and Article 13), shall expressly survive the termination of this Agreement.

ARTICLE 12
QUALIFIED BID

(a) Qualified Bid Designation. Buyer and Sellers acknowledge and agree that this Agreement is being submitted as a Qualified Bid under the Bidding Procedures and that Buyer is a Qualified Bidder thereunder. Buyer is not designated as the Stalking Horse Bidder under the Bidding Procedures and, unless otherwise expressly approved by the Bankruptcy Court in connection with this Agreement, Buyer shall not be entitled to any bid protections, break-up fee, expense reimbursement, termination fee or similar stalking-horse protections.

(b) [Reserved.]

ARTICLE 13
GENERAL PROVISIONS

13.1 Survival. All covenants and agreements contained herein which by their terms are to be performed in whole or in part, or which prohibit actions, subsequent to the Closing shall, solely to the extent such covenants and agreements are to be performed, or prohibit actions, subsequent to the Closing, survive the Closing in accordance with their terms. All other covenants and agreements contained herein, and all representations and warranties contained herein or in any certificated deliveries hereunder, shall not survive the Closing and shall thereupon terminate, including any Actions for damages in respect of any breach thereof.

13.2 Confidentiality. Following the Closing Date, each Seller agrees to, and to cause its Affiliates to, treat and hold as confidential, and not use or disclose all or any of the information concerning the Business, the Acquired Assets, the negotiation or existence and terms of this Agreement or the business affairs of Buyer except disclosure of matters that become a matter of public record as a result of the Bankruptcy Case and the filings related thereto.

13.3 Public Announcements. Unless otherwise required by applicable Legal Requirement or by obligations of Buyer or Sellers or their respective Affiliates pursuant to any listing agreement with or rules of any securities exchange, Buyer, on the one hand, and Sellers, on the other hand, shall consult with each other before issuing any press release or otherwise making any public statement with respect to this Agreement, the transactions contemplated by this Agreement or the activities and operations of the other and shall not issue any such release or make any such statement without the prior written consent of the other (such consent not to be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing, Buyer shall not be restricted from making any public announcements or issuing any press releases regarding the Business after the Closing, provided that such public announcements or press releases do not reference Sellers or their Affiliates without Sellers' prior written consent.

13.4 Notices. All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by overnight courier or electronic mail:

If to Sellers, then to:

Inspired Healthcare Capital
7033 East Greenway Parkway, Suite 250
Scottsdale, AZ 85254

and

Ankura Consulting Group, LLC
485 Lexington Ave., 10th Floor
New York, NY 10017
Attn: M. Benjamin Jones
Email: Ben.Jones@ankura.com

and

Trinity River Advisors
8080 N. Central Expy, Suite 1729
Dallas, TX 75206
Attn: Mark Andrews
Email: mark@trinityriveradvisors.com

with a copy (which shall not constitute notice) to:

Dechert LLP

2651 N Harwood Street
Dallas, TX 75201
Attn: Marcus Helt; Jack Haake
Email: marcus.helt@dechert.com; jack.haake@dechert.com

and

DLA Piper LLP (US)
1900 N. Pearl St., Suite 2200
Dallas, TX 75201
Email: James.muenker@us.dlapiper.com

If to Buyer, then to:

PHosh LLC
c/o Phorcys Capital Partners
1720 Winward Concourse, Suite 115
Alpharetta, Georgia 30005
Attn: Vasileos Sfyris
Email: vsfyris@phorcyscp.com

with a copy (which shall not constitute notice) to:

Hunter, Maclean, Exley & Dunn, P.C.
200 East Saint Julian Street
Savannah, GA 31401
Attn: Matthew C. Wilmot
Email: mwilmot@huntermaclean.com

or to such other person or address as any Party shall specify by notice in writing to the other Party. All such notices, requests, demands, waivers and communications shall be deemed to have been received on the date on which so personally-delivered or delivered by overnight courier or electronic mail.

13.5 Waiver. Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement shall operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power, or privilege shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by Legal Requirements, (a) no waiver that may be given by a Party shall be applicable except in the specific instance for which it is given, and (b) no notice to or demand on one Party shall be deemed to be a waiver of any right of the Party giving such notice or demand to take further action without notice or demand.

13.6 Entire Agreement; Amendment. This Agreement (including the Disclosure Schedules, Schedules and the Exhibits) and the other Transaction Documents supersede all prior agreements between Buyer, on the one hand, and Sellers, on the other hand, with respect to its

subject matter and constitute a complete and exclusive statement of the terms of the agreements between Buyer, on the one hand, and Sellers, on the other hand, with respect to their subject matter. This Agreement may not be amended, modified or supplemented except by a written agreement executed by each of the Parties hereto.

13.7 Assignment. This Agreement, and the rights, interests and obligations hereunder, shall not be assigned by any Party by operation of law or otherwise without the express written consent of the other Parties (which consent may be granted or withheld in the sole discretion of such other Party); provided, however, that Buyer shall be permitted to assign all or part of its rights or obligations hereunder to one or more Buyer Designees without the prior consent of Sellers so long as Buyer stands behind the performance by such Buyer Designee of this Agreement.

13.8 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability.

13.9 Expenses. Except as otherwise expressly provided in this Agreement, whether or not the transactions contemplated by this Agreement are consummated, the Parties shall bear their own respective expenses (including all compensation and expenses of counsel, financial advisors, consultants, actuaries and independent accountants) incurred in connection with this Agreement and the transactions contemplated hereby.

13.10 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 Texas, without regard to principles of conflicts of laws or any other law that would make the laws of any other jurisdiction applicable hereto.

(b) Without limitation of any Party's right to appeal any Order of the Bankruptcy Court, the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes arising out of or relating to this Agreement, any breach or default hereunder, or the transactions contemplated hereby, and any and all such claims shall be filed and maintained only in the Bankruptcy Court. The Parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive any objection based on improper venue or forum non conveniens. If the Bankruptcy Case is closed or the Bankruptcy Court declines to exercise jurisdiction, any such claims shall be brought in a state or federal court of competent jurisdiction located in the same jurisdiction as the Bankruptcy Court, and the Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts. The Parties consent to service of process by mail (in accordance with Section 13.4) or any other manner permitted by law.

(c) **THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SELLERS, BUYER OR THEIR RESPECTIVE REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.**

13.11 Counterparts. This Agreement and any amendment hereto may be executed in two or more counterparts, each of which shall be deemed to be an original of this Agreement or such amendment and all of which, when taken together, shall constitute one and the same instrument. Notwithstanding anything to the contrary in Section 13.4, delivery of an executed counterpart of a signature page to this Agreement or any amendment hereto by telecopier, facsimile or email attachment that contains a portable document format (.pdf) file of an executed signature shall be effective as delivery of a manually executed counterpart of this Agreement or such amendment, as applicable.

13.12 Parties in Interest; No Third-Party Beneficiaries; No Amendment. This Agreement and the other Transaction Documents shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. This Agreement and the other Transaction Documents are for the sole benefit of the Parties and their permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable benefit, claim, cause of action, remedy or right of any kind. Notwithstanding anything to the contrary, nothing in this Agreement shall constitute an amendment to any Plan.

13.13 Remedies. Neither the exercise of nor the failure to exercise a right of set-off or to give notice of a claim under this Agreement will constitute an election of remedies or limit Sellers or Buyer in any manner in the enforcement of any other remedies that may be available to any of them, whether at law or in equity.

13.14 Specific Performance. With respect to the Parties' respective covenants under this Agreement, (a) each Party recognizes that if such Party breaches or refuses to perform any such covenant, monetary damages alone would not be adequate to compensate the non-breaching Party or Parties for their injuries, (b) the non-breaching Party or Parties shall therefore be entitled, in addition to any other remedies that may be available, to obtain specific performance of the terms of such covenants, (c) if any Action is brought by the non-breaching Party or Parties to enforce such covenants, the Party in breach shall waive the defense that there is an adequate remedy at law, (d) each Party agrees to waive any requirement for the security or posting of any bond in connection with any Action seeking specific performance of such covenants and (e) each Party agrees that the only permitted objection that it may raise in response to any action for specific performance of such covenants is that it contests the existence of a breach or threatened breach of such covenants.

13.15 Limitations on Damages. NO PARTY (OR ITS AFFILIATES OR REPRESENTATIVES) SHALL, UNDER ANY CIRCUMSTANCE, BE LIABLE TO THE OTHER PARTY (OR ITS AFFILIATES OR REPRESENTATIVES) FOR ANY EXEMPLARY OR PUNITIVE DAMAGES CLAIMED BY SUCH OTHER PARTY UNDER THE TERMS OF OR DUE TO ANY BREACH OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE

FOREGOING LIMITATION SHALL NOT APPLY TO THE EXTENT SUCH DAMAGES ARE PAYABLE TO A THIRD PARTY.

13.16 Joinder. At Closing, any Person to whom Buyer assigns the right to receive any of the Acquired Assets at Closing shall execute a joinder in customary form, pursuant to which each such other Person will assume, and will be obligated with Buyer on a joint and several basis, to perform and satisfy each of Buyer's obligations under this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Asset Purchase Agreement to be executed and delivered by their duly authorized representatives, all as of the Execution Date.

BUYER:

PHosh LLC, a Wyoming limited liability company

By: _____
Name: VASILEIOS SFAIS
Title: MANAGING MEMBER

SELLERS:

INSPIRED SENIOR LIVING OF LAKE ORION DST, a Delaware statutory trust

By: INSPIRED SENIOR LIVING OF LAKE ORION ST, LLC, a Delaware limited liability company
Its: Signatory Trustee

By: TRINITY RIVER ADVISORS, LLC
Its: Independent Manager

By: _____
Name: Mark Andrews
Title: Authorized Signatory

INSPIRED SENIOR LIVING OF LAKE ORION MT, LLC, a Delaware limited liability company

By: _____
Name: H. Benjamin Jones
Title: Authorized Signatory

Exhibit A
Form of Assignment and Assumption Agreement

[See attached.]

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement, dated as of __, 2026 (this "Assignment"), is made and entered into by and among PHosh LLC, a Wyoming limited liability company ("Buyer"), Inspired Senior Living of Lake Orion DST, a Delaware statutory trust (the "DST Seller") and Inspired Senior Living of Lake Orion MT, LLC, a Delaware limited liability company (the "Master Tenant Seller"; the DST Seller and Master Tenant Seller are referred to herein together as "Sellers"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement, dated as of August 31, 2026 (the "Purchase Agreement"), by and among Buyer and Sellers.

WHEREAS, pursuant to sections 105, 363 and 365 of the Bankruptcy Code and the Asset Purchase Agreement, Sellers have, among other things, agreed to sell, transfer, assign, convey and deliver to Buyer or one or more Buyer Designees, and Buyer has agreed to purchase, acquire and accept from Sellers, upon the terms and conditions set forth in the Asset Purchase Agreement, all of the rights, titles and interests of Sellers in and to the Acquired Assets including, without limitation, the Assumed Contracts, free and clear of all Liens (other than Permitted Liens and Assumed Liabilities); and

WHEREAS, pursuant to Section 2.3 and 2.5 of the Purchase Agreement, Buyer has agreed to assume, effective as of the applicable Closing, the Assumed Liabilities.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Purchase Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Sellers hereby assign and delegate the Assumed Contracts, the Resident Agreements and the Assumed Liabilities to Buyer or the applicable Buyer Designee, and Buyer or the applicable Buyer Designee hereby accepts assignment and delegation of and assumes the Assumed Contracts, Resident Agreements and the Assumed Liabilities, in each case, as set forth in the Purchase Agreement. Buyer assumes none of the Excluded Liabilities.

2. Section 2.6 of the Purchase Agreement is incorporated herein by this reference.

3. This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns.

4. No provision of this Assignment, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the parties hereto and their respective successors and permitted assigns, any remedy or claim under or by reason of this Assignment or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Assignment shall be for the sole and exclusive benefit of each of Sellers and Buyer, their respective successors and permitted assigns.

5. None of the provisions of this Assignment may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by Sellers and Buyer, or in the case of a waiver, by the party(ies) against whom the waiver is to be effective.

6. This Assignment is subject in all respects to the terms and conditions of the Purchase Agreement, and nothing contained in this Assignment shall be deemed to supersede or modify any of the terms of such Agreement. To the extent any provision of this Assignment is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control.

7. Section 13.10 of the Purchase Agreement is incorporated herein by this reference, mutatis mutandis.

8. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[*Signature pages follow*]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered by their respective duly authorized representatives as of the date first above written.

BUYER:

PHosh LLC, a Wyoming limited liability company

By: _____
Name:
Title:

SELLERS:

INSPIRED SENIOR LIVING OF LAKE ORION DST, a Delaware statutory trust

By: INSPIRED SENIOR LIVING OF LAKE ORION ST, LLC, a Delaware limited liability company
Its: Signatory Trustee

By: TRINITY RIVER ADVISORS, LLC
Its: Independent Manager

By:_____
Name: Mark Andrews
Title: Authorized Signatory

INSPIRED SENIOR LIVING OF LAKE ORION MT, LLC, a Delaware limited liability company

By:_____
Name: H. Benjamin Jones
Title: Authorized Signatory

Exhibit B
Form of Bill of Sale

[See attached.]

BILL OF SALE

This Bill of Sale, dated as of __, 2026 (this "Bill of Sale"), is made and entered into by and among PHosh LLC, a Wyoming limited liability company ("Buyer"), Inspired Senior Living of Lake Orion DST, a Delaware statutory trust (the "DST Seller") and Inspired Senior Living of Lake Orion MT, LLC, a Delaware limited liability company (the "Master Tenant Seller"; the DST Seller and Master Tenant Seller are referred to herein together as "Sellers"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement, dated as of August 31, 2026 (the "Purchase Agreement"), by and among Buyer and Sellers.

WHEREAS, pursuant to Sections 105, 363 and 365 of the Bankruptcy Code and the Purchase Agreement, Sellers have, among other things, agreed to sell, transfer, assign, convey and deliver to Buyer and or one or more Buyer Designees, and Buyer has agreed to purchase, acquire and accept from Sellers, upon the terms and conditions set forth in the Purchase Agreement, all of the rights, titles and interests of Sellers in and to the Acquired Assets, free and clear of all Liens (other than Permitted Liens and Assumed Liabilities).

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Purchase Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Each Seller hereby sells, transfers, assigns, conveys and delivers to Buyer and/or the applicable Buyer Designee(s), all of its right, title and interest in and to the Acquired Assets, free and clear of all Liens (other than Permitted Liens and Assumed Liabilities).

2. Section 2.6 of the Purchase Agreement is incorporated herein by this reference.

3. This Bill of Sale will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns.

4. No provision of this Bill of Sale, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the parties hereto and their respective successors and permitted assigns, any remedy or claim under or by reason of this Bill of Sale or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Bill of Sale shall be for the sole and exclusive benefit of each of Sellers and Buyer, their respective successors and permitted assigns.

5. None of the provisions of this Bill of Sale may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by Sellers and Buyer, or in the case of a waiver, by the party(ies) against whom the waiver is to be effective.

6. This Bill of Sale is subject in all respects to the terms and conditions of the Purchase Agreement and nothing contained in this Bill of Sale shall be deemed to supersede or modify the terms of the Purchase Agreement. To the extent any provision of this Bill of Sale is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control.

7. Except as otherwise set forth in the Purchase Agreement, nothing expressed or implied in this Bill of Sale shall be deemed to be an assumption by Buyer of any Excluded Liabilities.

8. Section 13.10 of the Purchase Agreement is incorporated herein by this reference, mutatis mutandis.

9. This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be duly executed by their respective authorized officers as of the date first above written.

SELLERS:

INSPIRED SENIOR LIVING OF LAKE ORION DST, a Delaware statutory trust

By: INSPIRED SENIOR LIVING OF LAKE ORION ST, LLC, a Delaware limited liability company
Its: Signatory Trustee

By: TRINITY RIVER ADVISORS, LLC
Its: Independent Manager

By:_____
Name: Mark Andrews
Title: Authorized Signatory

INSPIRED SENIOR LIVING OF LAKE ORION MT, LLC, a Delaware limited liability company

By: _____
Name: H. Benjamin Jones
Title: Authorized Signatory

BUYER:

PHosh LLC, a Wyoming limited liability company

By: _____
Name:
Title:

Exhibit C
Form of Title Company Agreement

[See attached.]

TITLE COMPANY AGREEMENT

This TITLE COMPANY AGREEMENT (this "Agreement") is entered into as of __, 2026, by and among PHosh LLC, a Wyoming limited liability company ("Buyer"), Inspired Senior Living of Lake Orion DST, a Delaware statutory trust (the "DST Seller") and Inspired Senior Living of Lake Orion MT, LLC, a Delaware limited liability company (the "Master Tenant Seller"; the DST Seller and Master Tenant Seller are referred to herein together as "Sellers"), and Chicago Title Insurance Company (the "Title Company" or the "Escrow Agent" and, together with Buyer and Sellers, the "Parties" and each a "Party").

WHEREAS, on February 2, 2026 (the "Petition Date"), each of the Sellers commenced a case by filing a petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") (collectively, the "Bankruptcy Cases") in the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division (the "Bankruptcy Court"). The Bankruptcy Cases are being jointly administered under the caption Inspired Healthcare Capital Holdings, LLC et al., Case No. 26-90004, for procedural purposes only. The Sellers continue to operate their businesses and manage their properties as debtors and debtors-in-possession pursuant to Bankruptcy Code sections 1107(a) and 1108;

WHEREAS, Buyer and Sellers have entered into that certain Asset Purchase Agreement, dated as of August 31, 2026 (the "Purchase Agreement"), pursuant to which, among other things, (a) the DST Seller has agreed to sell all of its right, title and interest in and to certain owned real property, and (b) the Master Tenant Seller has agreed to sell all of its right, title and interest in and to certain operating assets, in each case on the terms and subject to the conditions set forth in the Purchase Agreement and subject to the entry of a sale order by the Bankruptcy Court authorizing such sale pursuant to Sections 105, 363, and 365 of the Bankruptcy Code (the "Transaction"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement;

WHEREAS, pursuant to and in accordance with the Purchase Agreement, at each Closing (whether the Initial Closing or any Subsequent Closing), all deliveries shall be made remotely by electronic exchange, including delivery of (i) the balance of the Purchase Price (each, a "Closing Cash Payment"), (ii) the Transaction Documents, and (iii) any other documentation or funds delivered or exchanged at such Closing (including any title insurance policy) (collectively, the "Closing Escrow Items"), to the Escrow Agent pursuant to this Agreement; provided, however, that to the extent any Transaction Document or other Closing Escrow Item (including, without limitation, any deed or other instrument conveying real property) is required by applicable law, applicable recording requirements, or the terms of the Purchase Agreement to be delivered in original physical form, such instrument shall be delivered to the Escrow Agent in its original physical form and shall not be required to be delivered by electronic exchange; and

WHEREAS, the Parties have agreed that the Closing Escrow Items shall be held by the Escrow Agent in the Closing Escrow (as hereinafter defined) and released to Buyer or Sellers, as applicable, in accordance with the terms of this Agreement and, as between Buyer and Sellers, the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Appointment. Buyer and Sellers hereby appoint Title Company to serve as Escrow Agent to facilitate (a) the receipt, holding, and disbursement of the Closing Cash Payment, and (b) the receipt, holding, release, and distribution of the Closing Escrow Items, in each case in accordance with the terms of this Agreement, and Title Company hereby accepts such appointment under the terms and conditions set forth herein.

2. Establishment of Closing Escrow.

Title Company, in its capacity as Escrow Agent, is authorized (a) to establish a closing escrow account (the "Closing Escrow") to hold in escrow the Closing Cash Payment, which shall be deposited by wire transfer of immediately available funds and held in an interest-bearing deposit account with a financial institution selected by the Escrow Agent and reasonably approved by Buyer and Sellers, and (b) to hold in escrow the other Closing Escrow Items (including, without limitation, the Transaction Documents). The Escrow Agent shall acknowledge receipt of each of the Closing Escrow Items delivered to the Closing Escrow by written confirmation to Buyer and Sellers upon receipt.

Notwithstanding anything to the contrary in this Agreement or under applicable law, Sellers and Buyer acknowledge and agree that the Closing Escrow Items shall not be subject to any lien, attachment, trustee process or any other judicial process of any creditor of any Seller or Buyer, including without limitation pursuant to section 362 of the Bankruptcy Code.

The Escrow Agent acknowledges and agrees that the Closing Escrow Items are held in trust for disbursement and release solely in accordance with the terms of this Agreement. The Sellers and Buyer agree and represent to Escrow Agent that any interest or other income earned on the Closing Cash Payment held in the Closing Escrow shall for the purposes of reporting such income to the appropriate taxing authorities be deemed to be earned by the Buyer. Buyer represents that it is a US person as that term is defined by the IRS. Buyer agrees to provide Escrow Agent with a certified tax identification number by signing and returning a Form W-9 to Escrow Agent upon execution of this Agreement. Buyer understands that, in the event the tax identification number is incorrect or is not certified to Escrow Agent, the Internal Revenue Code, as amended from time to time, may require withholding of a portion of any interest or other income earned on the Closing Cash Payment. Escrow Agent's sole tax reporting obligation hereunder is to file with the IRS any applicable Form 1099, as required by law, with respect to Escrow Agent's investment of the Closing Cash Payment under this Agreement in respect of any earnings thereon. Buyer agrees to assume any and all obligations imposed, now or hereafter, by the applicable tax law and/or applicable taxing authorities, with respect to any interest or other income earned on the Closing Cash Payment and to indemnify and hold Escrow Agent harmless from any liability or obligation on account of taxes, assessments, additions for late payment, interest, penalties, expenses and other governmental charges that may be assessed or asserted against Escrow Agent in connection with or relating to any payment made or other activities performed under the terms of this Agreement, including without limitation any liability for the withholding or deduction of (or the failure to withhold or deduct) the same, and any liability for the failure to obtain proper certifications or to report properly to governmental authorities in connection with this Agreement, including costs and

expenses (including reasonable legal fees and expenses) interest and penalties, in each such case to the extent applicable to, or arising in respect of, the interest earned on the Closing Cash Payment, unless finally determined by a court of competent jurisdiction, subject to no further appeal, to have resulted solely from the gross negligence or willful misconduct of Escrow Agent. The foregoing indemnification and agreement to hold harmless shall survive the termination of this Agreement.

3. Release Instructions. Sellers and Buyer hereby irrevocably and unconditionally agree that the Closing Escrow Items shall be released and/or disbursed in accordance with the following provisions:

a. Closing Release. If all conditions to Closing set forth in the Purchase Agreement have been satisfied or waived by the applicable Parties (the "Closing Release Trigger Event"), then Sellers and Buyer shall each deliver executed closing release instructions (the "Closing Release Instructions") to the Escrow Agent and to the other Parties by no later than the applicable Closing Date, instructing the Escrow Agent to release on the applicable Closing Date: (i) the Closing Cash Payment, as credited and adjusted for prorations in accordance with the Purchase Agreement and the Closing Statement (as hereinafter defined); and (ii) the other Escrowed Items to the applicable recipient(s) as specified in the Closing Release Instructions. The Closing Release Instructions shall be prepared and delivered for the benefit of, and shall be binding upon, both Sellers and Buyer. In no event shall the Closing Release Instructions conflict with, or be inconsistent with, the terms and conditions of the Purchase Agreement, and to the extent of any conflict or inconsistency between the Closing Release Instructions and the Purchase Agreement, the terms of the Purchase Agreement shall control.

b. Termination Return. If the Closing does not occur, then Sellers and Buyer shall jointly deliver counter-signed and executed return instructions with respect to the Closing Escrow Items (together with the Closing Release Instructions, the "Release Instructions") to the Escrow Agent.

The Escrow Agent shall be entitled to rely on such Release Instructions as valid instructions given by Sellers and Buyer for the purpose of releasing or returning the Closing Escrow Items from the Closing Escrow, subject to Section 4.

4. Duties of Escrow Agent. The Escrow Agent shall receive and hold the Closing Escrow Items in accordance with Section 3 and this Section 4, and in reliance upon information provided in accordance with this Agreement to Title Company by the Authorized Representatives (as defined in Exhibit A-1 and Exhibit A-2) of Buyer or Sellers, as applicable or otherwise in accordance with a final non-appealable decision, order, judgment or decree of a court of competent jurisdiction as to which the period of time for appealing such final decision, order, judgment or decree has expired without an appeal having been timely made, or, if an appeal is timely made, as to which such appeal has been disposed of and there is no recourse to further appeals.

The Escrow Agent shall have only those duties as are specifically and expressly provided herein, which shall be deemed purely ministerial in nature, and no other duties, including but not limited to any fiduciary duties, shall be implied. Except as may be specifically provided in this Agreement, the Escrow Agent shall not be responsible for or under, or chargeable with knowledge

of, nor have any requirement to comply with, the terms and conditions of any other agreement, instrument or document executed between/among Buyer and Sellers, including without limitation the Purchase Agreement and any other agreement entered into in connection with the Transaction, nor shall the Escrow Agent be required to determine if any Party has complied with any other agreement. Notwithstanding the terms of any other agreement between or among Title Company, Buyer, Sellers or any other third party, the terms and conditions of this Agreement only shall control the actions of the Escrow Agent. The Escrow Agent may conclusively rely upon instructions delivered to it by the Authorized Representatives of Buyer and Sellers without being required to determine the authenticity or validity thereof or the correctness of any fact stated therein, the propriety or validity of the service thereof, or the jurisdiction of the court issuing any judgment or order delivered in accordance with the Notice section of this Agreement believed by it to be genuine and, as applicable, to have been signed by an Authorized Representative of Buyer and Sellers, without inquiry and without requiring substantiating evidence of any kind, and the Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document, notice, instruction or request. The Escrow Agent shall not be liable for any action taken, suffered or omitted to be taken by it in good faith except to the extent that a court of competent jurisdiction determines by final court order that Escrow Agent's fraud and/or gross negligence or willful misconduct was the primary cause of any loss to Buyer or Sellers. The Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through any of its affiliates or agents. The Escrow Agent shall have no duty to solicit any payments that may be due to it or to the Closing Escrow. Escrow Agent shall not be obligated to take any legal action or commence any proceeding in connection with the Closing Escrow Items, this Agreement or the Purchase Agreement, or to appear in, prosecute or defend any such legal action or proceeding. The Escrow Agent may consult with legal counsel of its selection in the event of any dispute or question as to the meaning or construction of any of the provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected in acting in accordance with the opinion and instructions of such counsel, except to the extent that such loss results from the Escrow Agent's fraud, gross negligence or willful misconduct finally determined by a court of competent jurisdiction. This Agreement sets forth all of the obligations of the Escrow Agent, and no additional obligations shall be implied from the terms of this Agreement or any other agreement, instrument or document. The Escrow Agent shall be under no duty to give the property held by it hereunder any greater degree of care than it gives its own similar property.

The Escrow Agent may resign and be discharged from the performance of its duties hereunder at any time by giving thirty (30) days prior written notice to Buyer and Sellers specifying a date when such resignation shall take effect. Upon any such notice of resignation, the Authorized Representatives shall appoint a successor Escrow Agent hereunder prior to the effective date of such resignation. The retiring Escrow Agent shall transmit all records pertaining to the Closing Escrow Items and shall deliver all Closing Escrow Items to the successor Escrow Agent, after making copies of such records as the retiring Escrow Agent deems advisable and after deduction and payment to the retiring Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by the retiring Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder. After any retiring Escrow Agent's resignation, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Escrow Agent under this Agreement. Any corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation or association to which all or substantially all of

the escrow business of the Escrow Agent's corporate trust line of business may be transferred, shall be the Escrow Agent under this Agreement without further act.

5. Compensation.

a. Buyer shall compensate Escrow Agent for its services hereunder in accordance with Escrow Agent's standard fee and expense schedule. The obligations of Buyer under this Section 5(a) shall survive any termination of this Agreement and the resignation or removal of Escrow Agent.

b. Buyer shall promptly pay any and all amounts due to the Escrow Agent under this Agreement upon receipt of an invoice from the Escrow Agent. For the avoidance of doubt, Buyer shall bear sole responsibility for all fees, costs and expenses payable to the Escrow Agent pursuant to this Agreement, consistent with the terms of the Purchase Agreement. Sellers shall have no obligation to pay any fees, costs or expenses of the Escrow Agent except as otherwise provided herein, including in Section 7.

6. Reserved.

7. Indemnification and Reimbursement. From and at all times after the date of this Agreement, Buyer and Sellers, each severally and not jointly (and, as among Sellers, on a joint and several basis), shall, to the fullest extent permitted by law indemnify and hold harmless Escrow Agent and each director, officer, employee, attorney, agent and affiliate of Escrow Agent (collectively, the "Indemnitees") against any and all actions, claims (whether or not valid), losses, damages, liabilities, costs and expenses of any kind or nature whatsoever (including without limitation reasonable attorneys' fees, costs and expenses) incurred by or asserted against any of the Indemnitees from and after the date hereof, whether direct, indirect or consequential, as a result of or arising from or in any way relating to any claim, demand, suit, action or proceeding (including any inquiry or investigation) by any person, whether threatened or initiated, asserting a claim for any legal or equitable remedy against any person under any statute or regulation, including, but not limited to, any federal or state securities laws, or under any common law or equitable cause or otherwise, arising from or in connection with the negotiation, preparation, execution, performance or failure of performance of this Agreement or any transactions contemplated herein, whether or not any such Indemnitee is a party to any such action, proceeding, suit or the target of any such inquiry or investigation; provided, however, that no Indemnitee shall have the right to be indemnified hereunder for any liability finally determined by a court of competent jurisdiction to have resulted solely from the gross negligence or willful misconduct of such Indemnitee; and provided further, that (i) Buyer's indemnification obligation shall apply only to losses arising from or relating to Buyer's acts or omissions in connection with this Agreement or the Transaction, (ii) Sellers' indemnification obligation shall apply only to losses arising from or relating to any of the Sellers' acts or omissions in connection with this Agreement or the Transaction, and (iii) in no event shall any Seller be liable for any indemnification obligation of Buyer or Buyer liable for any indemnification obligation of Seller. Each of the Indemnitees shall, in its sole discretion, have the right to select and employ separate counsel with respect to any action or claim brought or asserted against it, and the reasonable fees of such counsel shall be paid upon demand as between Buyer and Sellers, in accordance with the allocation set forth in this Section 7. If Escrow Agent is requested or required to appear as a witness in any action that is brought by, on behalf of, or against

Buyer and Sellers or that otherwise relates to this Agreement or the Transaction, Buyer and Sellers, each severally and not jointly (and, as among Sellers, on a joint and several basis) agrees to (i) compensate Escrow Agent for its associated time charges at its regular rates in effect at the time and (ii) reimburse Escrow Agent for all documented, actual out-of-pocket expenses incurred by Escrow Agent in connection with such appearance or preparing to appear as a witness, including without limitation, the reasonable fees and disbursements of legal counsel of Escrow Agent's choosing, in each case in accordance with the several allocation set forth in this Section 7. In addition, Escrow Agent will be compensated and reimbursed for any time and expense (including without limitation, reasonable fees and expenses of legal counsel of Escrow Agent's choosing) that Escrow Agent may incur in considering or responding to discovery requests or other formal information requests for documents or information made in connection with any action in connection with this Agreement or the Transaction. The obligations of Buyer and Sellers under this Section 7 shall survive any termination of this Agreement and the resignation or removal of the Escrow Agent. Notwithstanding anything to the contrary in this Agreement, the Escrow Agent shall not exercise any right of setoff, lien, deduction or self-help against the Closing Escrow or the Closing Escrow Items held therein to satisfy any compensation, reimbursement of expenses, indemnification or other amount owed to it under this Agreement, including pursuant to this Section 7, without either (i) a joint written instruction signed by duly authorized representatives of each of Buyer and Sellers expressly directing such payment, or (ii) a final, non-appealable order of a court of competent jurisdiction expressly authorizing such payment.

8. Limitations on Liability. Escrow Agent shall not be liable for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines by final court order that Escrow Agent's fraud and/or gross negligence or willful misconduct was the primary cause of any loss to Buyer or Sellers. ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT SHALL THE ESCROW AGENT, BUYER OR SELLERS BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH LOSS OR DAMAGE AND REGARDLESS OF THE FORM OF ACTION.

If, at any time, (i) there shall exist any dispute between Buyer and Sellers or the Authorized Representatives with respect to the holding or disposition of all or any portion of the Closing Escrow Items or any other obligations of Escrow Agent hereunder, (ii) Escrow Agent is unable to determine, to Escrow Agent's sole satisfaction, the proper disposition of all or any portion of the Closing Escrow Items or Escrow Agent's proper actions with respect to its obligations hereunder, or (iii) the Authorized Representatives have not within 30 calendar days of the furnishing by Escrow Agent of a notice of resignation pursuant to Section 4 hereof, appointed a successor Escrow Agent to act hereunder, then Escrow Agent may, in its sole discretion, take either or both of the following actions:

a. suspend the performance of any of its obligations (including without limitation any disbursement obligations) under this Agreement until such dispute or uncertainty shall be resolved to the sole satisfaction of the Escrow Agent or until a successor Escrow Agent shall have been appointed (as the case may be); and/or

b. petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction in any venue convenient to the Escrow Agent, for instructions with respect to such dispute or uncertainty, and to the extent required or permitted by law, pay into or deliver to such court, for holding and disposition in accordance with the instructions of such court, all Closing Escrow Items, after deduction and payment to the Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by the Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder.

The Escrow Agent shall have no liability to Buyer, Sellers, their respective shareholders or members or any other person with respect to any such suspension of performance or delivery into court, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of any delay in the release of the Closing Escrow Items or any delay in or with respect to any other action required or requested of the Escrow Agent.

9. Confidentiality. The Parties agree to keep confidential all non-public records, systems, procedures, software and other information received from the other Party and identified as confidential in connection with the services provided hereunder; provided, however, that if any such information was publicly available, already in the Party's possession or known to it, independently developed, lawfully obtained from a third party or required to be disclosed by law, then a Party shall bear no responsibility for publicly disclosing such information.

If any Party reasonably believes that it is required to disclose any confidential information pursuant to an order from a governmental authority, such Party shall, to the extent permitted by applicable law and practicable without subjecting the party to liability or penalties, provide written notice to the other Parties promptly after receiving such order, to allow the other Parties sufficient time to seek any remedy available under applicable law to prevent disclosure of the information.

10. Notices. All communications hereunder shall be in writing or set forth in a written PDF (or similar electronic or photostatic method) attached to an email, and all instructions from Buyer and Sellers to the Escrow Agent shall be executed by signature by the Authorized Representatives identified on Exhibit A-1 and Exhibit A-2, as applicable, or by counsel for Buyer or Seller, as applicable, and shall be deemed to be delivered in accordance with the terms of this Agreement (a) no later than the first Business Day following the day of delivery by email provided no delivery failure notice is received, if delivered by email, or (b) when actually received, if delivered by hand, by certified mail return receipt requested, or by courier or express delivery service (with receipt showing signature) to the appropriate email address or notice address set forth for each party hereto as follows:

If to Buyer:

With a copy (which shall not constitute notice) to:

Holland & Knight LLP
1801 California Street, 50th Floor

Denver, CO 80202
Attn: Keith N. Sambur
Email: keith.sambur@hklaw.com

If to Sellers:

Inspired Healthcare Capital
7033 East Greenway Parkway, Suite 250
Scottsdale, AZ 85254

and

Ankura Consulting Group, LLC
485 Lexington Ave., 10th Floor
New York, NY 10017
Attn: M. Benjamin Jones
Email: Ben.Jones@ankura.com

and

Trinity River Advisors
8080 N. Central Expy, Suite 1729
Dallas, TX 75206
Attn: Mark Andrews
Email: mark@trinityriveradvisors.com

with a copy (which shall not constitute notice) to:

Dechert LLP
2651 N Harwood Street
Dallas, TX 75201
Attn: Marcus Helt; Jack Haake
Email: marcus.helt@dechert.com; jack.haake@dechert.com

and

DLA Piper LLP (US)
1900 N. Pearl St., Suite 2200
Dallas, TX 75201
Email: James.muenker@us.dlapiper.com

If to the Escrow Agent:

Chicago Title Insurance Company
701 Fifth Avenue, Suite 2700
Seattle, WA 98104

Attn: Bandhanjit Singh
Tel: (206) 628-2837
Email: bandhanjit.singh@ctt.com

Any Party may provide notice per this Section 10 of any change in address or Authorized Representative as appropriate.

11. Compliance with Court Orders. In the event that any of the Closing Escrow Items shall be attached, garnished, levied upon or otherwise subject to any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all such court orders so entered or issued, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such court order, it shall not be liable to Buyer, Sellers or any other person or entity by reason of such compliance notwithstanding such order being subsequently reversed, modified, annulled, set aside or vacated.

12. Termination. This Agreement and the duties of the Escrow Agent hereunder shall automatically terminate (a) when all Closing Escrow Items have been released or returned to the applicable Parties and the instructions of Buyer and Sellers with respect thereto complied with, (b) upon delivery to the Escrow Agent of a written notice of termination executed jointly by an Authorized Representative of Buyer and Sellers in accordance with Section 10, or (c) upon the mutual written agreement of the Parties.

13. Representations and Warranties of Buyer. Buyer makes the following representations and warranties to the Escrow Agent:

a. Buyer is duly organized, validly existing, and in good standing under the laws of the state of its incorporation or organization, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

b. This Agreement has been duly approved by all necessary action, including any necessary shareholder, membership, or court approval, has been executed by its duly authorized officers, and constitutes its valid and binding agreement enforceable in accordance with its terms.

c. The execution, delivery, and performance of this Agreement will not violate, conflict with, or cause a default under its articles of incorporation, articles of organization, bylaws, management agreement or other organizational document, as applicable, any applicable law or regulation, any court order or administrative ruling or decree to which it is a party or any of its property is subject.

d. The applicable persons designated on Exhibit A-1 hereto have been duly appointed to act as representatives of Buyer, respectively, hereunder and have full power and authority to execute and deliver any instructions under this Agreement, to amend, modify or waive any provision of this Agreement on behalf of Buyer and to take any and all other actions as the Authorized Representatives under this Agreement, all without further consent or direction from it.

14. Representations and Warranties of each Seller.

Each Seller makes the following representations and warranties to the Escrow Agent:

a. Seller is duly organized, validly existing, and in good standing under the laws of the state of its incorporation or organization, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

b. This Agreement has been duly approved by all necessary action, including any necessary shareholder, membership, or court approval, has been executed by its duly authorized officers, and constitutes its valid and binding agreement enforceable in accordance with its terms.

c. The execution, delivery, and performance of this Agreement will not violate, conflict with, or cause a default under its articles of incorporation, articles of organization, bylaws, management agreement or other organizational document, as applicable, any applicable law or regulation, any court order or administrative ruling or decree to which it is a party or any of its property is subject.

d. The applicable persons designated on Exhibit A-2 hereto have been duly appointed to act as representatives of Sellers, respectively, hereunder and have full power and authority to execute and deliver any instructions under this Agreement, to amend, modify or waive any provision of this Agreement on behalf of Sellers and to take any and all other actions as the Authorized Representatives under this Agreement, all without further consent or direction from it.

15. Miscellaneous.

a. The provisions of this Agreement may be waived, altered, amended or supplemented only by a writing signed by the Escrow Agent and an Authorized Representative of each of Buyer and Sellers. No waiver of any provision of this Agreement will be valid unless the waiver is in writing and signed by the waiving parties. The failure of a party at any time to require performance of any provision of this Agreement will not affect such party's rights at a later time to enforce such provision. No waiver by any Party of any breach of this Agreement will be deemed to extend to any other breach hereunder or affect in any way any rights arising by virtue of any other breach.

b. Except as otherwise provided herein, neither this Agreement nor any right or interest hereunder may be assigned by any Party without the prior consent of the Parties. To comply with federal law, including the USA PATRIOT Act (as defined below), assignees shall provide to the Escrow Agent or the financial institution(s) in which the Deposit Account is held, as appropriate, the appropriate Form W-9 or W-8, as applicable, and such other forms and documentation that the Escrow Agent or financial institution may request for purposes of identification and authorization to act.

c. This Agreement shall be governed by and construed under the laws of the State of New York, without giving effect to any choice-of-law or conflict-of-law rules that would cause the application of the laws of any other jurisdiction; provided that, to the extent the Bankruptcy Code applies, it shall govern to the extent of any conflict

with New York law. Each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division (the "Bankruptcy Court") for the purposes of any suit, action or other proceeding arising out of this Agreement or the subject matter hereof. In the event that the Bankruptcy Court declines to exercise or does not have jurisdiction, or upon the closing or dismissal of the Bankruptcy Cases, each of the Parties hereby irrevocably submits to the general exclusive jurisdiction of the federal courts sitting in the Southern District of New York in the State of New York, or if such federal courts do not have jurisdiction, then to the Commercial Division of the state courts residing in the County of New York in the State of New York (or if the Commercial Division does not have jurisdiction, then to other state courts residing in the County of New York in the State of New York), and appellate courts of any of the foregoing.

d. To the extent that in any jurisdiction the Parties may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, the Parties shall not claim, and hereby irrevocably waive, such immunity.

e. None of the parties hereto shall be liable to any other party for losses due to, or if it is unable to perform its obligations under the terms of this Agreement because of, acts of God, fire, war, terrorism, floods, strikes, electrical outages, equipment or transmission failure, the unavailability of the Federal Reserve Bank wire services or any electronic communication facility, or other causes reasonably beyond its control.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument or instruction, as applicable. All signatures of the Parties to this Agreement may be transmitted by email PDF (or other electronic or photostatic method), and such email PDF (or other electronic or photostatic copy) will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces, and will be binding upon such party.

g. If any provision of this Agreement is determined to be prohibited or unenforceable by reason of any applicable law of a jurisdiction, then such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

h. Nothing in this Agreement, whether express or implied, shall be construed to give to any person other than the Parties and their respective successors and permitted assigns any legal or equitable right, remedy, interest or claim under or in respect of the Closing Escrow or this Agreement.

i. Waiver of Jury Trial. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OR RELATED TO THIS AGREEMENT IN ANY ACTION,

PROCEEDING OR OTHER LITIGATION OF ANY TYPE RESPECTING ANY MATTER ARISING UNDER THIS AGREEMENT.

j. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both oral and written, among the Parties with respect to the subject matter hereof.

k. The Escrow Agent hereby represents and warrants to each of the other Parties hereto that (a) it has all requisite corporate or other comparable power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby, (b) this Agreement has been duly and validly executed and delivered by such party and (c) (assuming the due authorization, execution and delivery by the other parties hereto) this Agreement constitutes the legal, valid and binding obligations of the Escrow Agent, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

l. Patriot Act Disclosure. Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "USA PATRIOT Act") requires the financial institution used by the Escrow Agent to implement reasonable procedures to verify the identity of any person that opens a new account with it. Accordingly, Buyer and each Seller acknowledge that under Section 326 of the USA PATRIOT Act, the financial institution in which the Closing Escrow will be maintained requires the financial institution to follow reasonable procedures to verify the identity including without limitation name, address and organizational documents ("Identifying Information"). Buyer and each Seller agree to provide the financial institution and/or Escrow Agent with, and consent to the Escrow Agent obtaining from third parties, any such Identifying Information required as a condition of opening an account with or using any service provided by the Escrow Agent. The Escrow Agent or financial institutions may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. The Escrow Agent will deliver all of the foregoing documents and materials that it collects to the financial institution who shall be responsible for verifying the identity of the parties or persons providing such documents and materials, and the Escrow Agent shall have no liability with respect thereto.

m. Escrow Agent shall not buy, sell, or deal in any of the securities of the Buyer or Sellers. Notwithstanding the foregoing, any stockholder, director, officer, or employee of Escrow Agent may buy, sell, and deal in any of the securities of the Buyer or Sellers and become pecuniarily interested in any transaction in which the Buyer or Sellers may be interested, and contract and lend money to the Buyer or Sellers and otherwise act as fully and freely as though Escrow Agent were not acting under this Agreement, in each case subject to Escrow Agent's internal

policies then in effect. Nothing herein shall preclude Escrow Agent from acting in any other capacity for the Buyer or Sellers or for any other entity, subject to Escrow Agent's internal policies then in effect.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

BUYER:

PHosh LLC, a Wyoming limited liability company

By: _____
Name:
Title:

SELLERS:

INSPIRED SENIOR LIVING OF LAKE ORION DST, a Delaware statutory trust

By: INSPIRED SENIOR LIVING OF LAKE ORION ST, LLC, a Delaware limited liability company
Its: Signatory Trustee

By: TRINITY RIVER ADVISORS, LLC
Its: Independent Manager

By:_____
Name: Mark Andrews
Title: Authorized Signatory

INSPIRED SENIOR LIVING OF LAKE ORION MT, LLC, a Delaware limited liability company

By: _____
Name: H. Benjamin Jones
Title: Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY, in its capacity as Escrow Agent

By:_____
Name:
Title:

Exhibit A-1

Certificate as to Buyer Authorized Signatures

The individuals who have been designated as "Authorized Representatives" of Buyer and are authorized to initiate and approve transactions of all types established under this Agreement on behalf of Buyer, including execution of Release Instructions, are identified below.

Name / Title /Telephone # / Email

Name: _____
Title: _____
Telephone (O): _____
Telephone (M): _____
E-Mail: _____
Signature:

Name: _____
Title: _____
Telephone (O): _____
Telephone (M): _____
E-Mail: _____
Signature:

Name: _____
Title: _____
Telephone (O): _____
Telephone (M): _____
E-Mail: _____
Signature:

Exhibit A-2

Certificate as to Sellers Authorized Signatures

The individuals who have been designated as "Authorized Representatives" of Sellers and are authorized to initiate and approve transactions of all types established under this Agreement on behalf of Sellers, including execution of Release Instructions, are identified below.

Name / Title /Telephone # / Email

Name: _____
Title: _____
Telephone (O):_____
Telephone (M): _____
E-Mail: _____
Signature: _____

Name: _____
Title: _____
Telephone (O):_____
Telephone (M): _____
E-Mail: _____
Signature: _____

Name: _____
Title: _____
Telephone (O):_____
Telephone (M):_____
E-Mail: _____
Signature: