

LEASE AGREEMENT

CH 750 PARK LLC,
a New Jersey limited liability company

and

CH CASTLE LLC,
a New Jersey limited liability company,

collectively, as Lessor

AND

HUDSON HOSPITAL OPCO LLC,
a Delaware limited liability company,

as Lessee

Properties

142 Palisade Avenue
Christ Hospital, 176 Palisade Avenue
190 Palisade Avenue
192 Palisade Avenue
194 Palisade Avenue
200 Palisade Avenue
204 Palisade Avenue
206 Palisade Avenue
208/210 Palisade Avenue
218 Palisade Avenue
250 Palisade Avenue
Jersey City, Hudson County, New Jersey 07306

December 27, 2022

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LEASE AGREEMENT

This **LEASE AGREEMENT** (this “Lease”) is dated this 27th day of December, 2022 (the Commencement Date”) and is between **CH 750 PARK LLC**, a New Jersey limited liability company, and **CH CASTLE LLC**, a New Jersey limited liability company (collectively, as “Lessor”), having their principal office at c/o Alaris Health, 175 Belgrave Drive, Kearny, New Jersey 07032, and **HUDSON HOSPITAL OPCO LLC**, a Delaware limited liability company (“Lessee”), having its principal office c/o CarePoint Health Systems, Inc., 308 Willow Avenue, Hoboken, New Jersey 07030.

WITNESSETH:

WHEREAS, following the closing of the transactions contemplated by that certain Agreement of Purchase and Sale, dated as of December 27, 2022 (as the same may be modified, amended or restated from time to time, the “Purchase Agreement”), by and between Hudson Hospital Propco, LLC, as Seller (“Seller”), and Lessor and J.C. Opco, LLC, collectively, as Buyer, Lessor is the current owner of those certain parcels of real property located in the City of Jersey City, Hudson County, New Jersey, including Christ Hospital, which real property is more particularly described on Exhibit A and incorporated herein by reference (the “Land”), and is also the current owner of all of the Leased Improvements (as hereinafter defined) thereon; and

WHEREAS, Lessor desires to lease the Land and Leased Improvements to Lessee, and Lessee desires to lease the same from Lessor, on the terms and conditions hereinafter provided.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I DEFINITIONS

For all purposes of this Lease, except as otherwise expressly provided or unless the context otherwise requires, (a) the terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular, (b) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with GAAP at the applicable time, (c) all references herein to Articles, Sections, Schedules, parties and Exhibits shall be deemed to refer to Articles, Sections and Schedules of, and parties and Exhibits to, this Lease, unless the context shall otherwise require, (d) the words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision and (e) the word “including” means “including, without limitation.”

192 Property: As defined in Article II.

194 Property: As defined in Article II.

ACH: As defined in Section 3.1.

Additional Charges: As defined in Section 3.2.

Adjustment Date: January 1 of each year during the Term (as hereinafter defined), commencing on January 1, 2024.

Affiliate: With respect to any Person (i) any Person that, directly or indirectly, controls or is controlled by or is under common control with such Person, (ii) any other Person that owns, beneficially, directly or indirectly, 10% or more of the outstanding capital stock, shares or equity interests of such Person, or (iii) any officer, director, partner, member, manager or trustee of such Person or any Person controlling, controlled by or under common control with such Person (excluding trustees and persons serving in similar capacities who are not otherwise an Affiliate of such Person). For the purposes of this definition, “control” (including the correlative meanings of the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, through the ownership of voting securities or otherwise.

Anti-Corruption Laws: All laws concerning or relating to bribery and corruption in the public or private sector, including the U.S. Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act 2010, and any similar laws.

Anti-Money Laundering Laws: Any laws, statutes and regulations relating to terrorism or money laundering, or financial recordkeeping and reporting, including the Uniting and Strengthening America by Providing Appropriate Tools to Restrict, Intercept, and Obstruct Terrorism Act of 2001 (the USA PATRIOT Act), the Money Laundering Control Act of 1986, the UK Proceeds of Crime Act 2002, and the laws, statutes and regulations comprising or implementing the Bank Secrecy Act.

Award: As defined in Section 15.1.

Bankruptcy Code: As defined in Section 8.5.

Base Rent: As defined in Section 3.1.

Blocked Person: Any Person: (i) listed on, or owned or controlled (as such terms are defined by the relevant Sanctions Authority) (directly or indirectly) by any Person listed on, any Sanctions List or listed in the annex to, or is otherwise subject to the provisions of Executive Order No. 13224; (ii) resident, operating, located, or organized in a Sanctioned Country; (iii) a government of, or an agency or instrumentality of, a Sanctioned Country; (iv) owned or controlled (directly or indirectly) by, or acting on behalf of, any of the foregoing; or (v) otherwise a target of Sanctions (“target of Sanctions” signifying a person with whom a person subject to the jurisdiction of a Sanctions Authority would be prohibited or restricted by that Sanctions Authority from engaging in trade, business, or other activities).

Business: The operation of the Facility as a general acute care hospital facility and the engagement in and pursuit and conduct of any business venture or activity related thereto.

Business Day: Each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which money centers in the City of New York, New York are authorized or obligated by law or executive order to close.

Capital Additions: Extraordinary renovations or expansions of buildings, structures or other improvements currently located on the Land (or on additional parcels added to the Leased Property), the addition of one or more parcels of land to the Leased Property (whether by purchase or ground lease), or the addition of one or more new buildings or additional structures placed on the Land or any such additional parcels of land, including, without limitation, the construction of a new wing or new story.

Capital Addition Cost: The cost of any Capital Additions proposed to be made by Lessee. Such cost shall include (a) the cost of construction of the Capital Additions, including site preparation and

improvement, materials, labor, supervision and certain related design, engineering and architectural services, the cost of any fixtures, the cost of construction financing, and miscellaneous costs approved by Lessor, (b) if agreed to by Lessor in writing in advance, the cost of any land contiguous to the Leased Property purchased for the purpose of placing thereon the Capital Additions or any portion thereof or for providing means of access thereto, or parking facilities therefor, including the cost of surveying the same, (c) the cost of insurance, real estate taxes, water and sewage charges and other carrying charges for such Capital Additions during construction, (d) the cost of title insurance, (e) reasonable fees and expenses of Lessee's legal counsel, (f) filing, registration and recording taxes and fees, (g) documentary stamp taxes, if any, and (h) all reasonable costs and expenses of Lessor and any Facility Lender which has committed to finance the Capital Additions, including, but not limited to, (i) the reasonable fees and expenses of their respective legal counsel, (ii) all printing expenses, (iii) the amount of any filing, registration and recording taxes and fees, (iv) documentary stamp taxes, if any, (v) title insurance charges, appraisal fees, if any, (vi) rating agency fees, if any, (vii) commitment fees, if any, charged by any Facility Lender advancing or offering to advance any portion of the financing for such Capital Additions and (viii) all real and personal property taxes related to Lessee's ownership or security interest in any of Lessee's Personal Property.

Cash Collections: Cash Collections represents any and all payments received for patient related services that are posted to Lessee's accounting system, including, without limitation, any such payments received from patients, insurance companies, managed care and preferred provider organizations, Medicaid, Medicare, or other payors.

Change of Control Transaction: The occurrence of any of the following: (A) Prior to the fifth (5th) anniversary of the Commencement Date, Dr. Achintya Moulick is no longer the CEO of CarePoint Health Systems, Inc. and/or on the Board of Governors of CarePoint Health Systems, Inc. or (B) a direct or indirect change of ownership, whether by transfer, assignment, sale or issuance of additional Equity Interests, merger, consolidation or otherwise, the consummation of which (i) results, when aggregated with all prior transfers, assignments, sales and issuances of Equity Interests or other direct or indirect changes in ownership, in a change of more than ten percent (10.0%) of the direct or indirect ownership of Lessee or Lessee's parent as of the Commencement Date which ownership is as set forth on **Schedule 1(a)** attached hereto, excluding the transfer, sale, assignment or issuance of Equity Interests to current holders of the Equity Interests, without the prior consent of Lessor, or (ii) requires the consent or approval of DHS. For the avoidance of doubt, the entering into an agreement or granting of an option to acquire Equity Interests or the issuance of debt convertible into Equity Interests shall be deemed to be the issuance of Equity Interests for purposes of determining whether a Change of Control Transaction has occurred.

CMS: As defined in **Article XXXVI.**

Code: The Internal Revenue Code of 1986, as amended.

Commencement Date: As defined in the introductory paragraph.

Condemnation, Condemnor: As defined in **Section 15.1.**

Consumer Price Index: The Consumer Price Index, all urban consumers, all items, U.S. City Average, published by the United States Department of Labor, Bureau of Labor Statistics, in which 1982-1984 equals one hundred (100). If the Consumer Price Index is discontinued or revised during the term of this Lease, such other governmental index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

CPI: The Consumer Price Index.

Credit Enhancements: All security deposits, security interests, letters of credit, pledges, guaranties, prepaid rent or other sums, deposits or interests held by Lessee, if any, with respect to the Leased Property, the Tenant Leases or the Tenants.

Date of Taking: As defined in Section 15.1.

Declarations: As defined in Section 37.7.

DHHS: As defined in Article XXXVI.

DHS: As defined in Section 35.1.

Dollar Amount: As defined in Section 9.2.

Environmental Report: As defined in Section 8.3(b).

EPLS: As defined in Section 8.4.

Equity Interests: The voting power, ownership, or other equitable interests of Lessee or its direct or indirect owners, including any interest represented by any capital stock, convertible or participating debt instruments, membership interest, partnership interest, or any similar interest therein.

Escrowed Materials: As defined in Section 35.4.

Events of Default: As defined in Section 16.1.

Existing Subleases: As defined in Section 22.1.

Extension Notice: As defined in Article II.

Extension Term: As defined in Article II.

Facility: The licensed three hundred forty-nine (349) bed acute care hospital facility operating at the Leased Property, and commonly known as Christ Hospital.

Facility Instrument: A note (whether secured or unsecured), loan agreement, credit agreement, guaranty, security agreement, mortgage, deed of trust or other agreement pursuant to which a Facility Lender has provided financing to Lessor in connection with the Leased Property or any part thereof, or financing provided to Lessee, if such financing is provided by Lessor or any Affiliate of Lessor or in connection with a Capital Addition, and any and all renewals, replacements, modifications, supplements, consolidations, spreaders and extensions thereof.

Facility Lender: A holder (which may include any Affiliate of Lessor) of any Facility Instrument.

Facility Loan: A loan made by a Facility Lender.

Financial Statements: For any fiscal year or other accounting period for Lessee, balance sheets, statements of operations and capital accounts, and statements of cash flows setting forth in comparative form the corresponding figures for the year-earlier fiscal period, all prepared in accordance with GAAP.

Fixed Term: As defined in Article II.

Fixtures: As defined in Article II.

Force Majeure: As defined in Section 37.8.

Full Replacement Cost: As defined in Section 13.1.

GAAP: The United States generally accepted accounting principles and practices as in effect from time to time and applied consistently throughout the periods involved.

Governmental Entity: Any national, federal, regional, state, local, provincial, municipal, foreign or multinational court or other governmental or regulatory authority, administrative body or government, department, board, body, tribunal, instrumentality or commission of competent jurisdiction.

Hazardous Materials: Any substance, material, or waste capable of causing harm to human health or the environment, including without limitation, asbestos or any substance containing asbestos and deemed hazardous under any Hazardous Materials Law, the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, infectious wastes, biomedical and medical wastes, chemicals known to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions or related materials, per- and polyfluoroalkyl substances, and any items included in the definition of hazardous or toxic wastes, materials or substances under any Hazardous Materials Laws.

Hazardous Materials Laws: All Legal Requirements relating to pollution, protection and restoration of the environment, Hazardous Materials, and human health and safety (as related to exposure to Hazardous Materials), including, without limitation, the Resource Conservation and Recovery Act of 1976 (“RCRA”), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), as amended by the Superfund Amendments and Reauthorization Act of 1986 (“SARA”), the Hazardous Materials Transportation Act, the Federal Water Pollution Control Act, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Safe Drinking Water Act, and all similar federal, state and local environmental statutes and ordinances, together with the regulations, orders, or decrees now or hereafter promulgated thereunder.

Healthcare Laws: All rules and regulations under the False Claims Act (31 U.S.C. Section 3729 *et seq.*), the Anti-Kickback Act of 1986 (41 U.S.C. Section 51 *et seq.*), the Federal Health Care Programs Anti-Kickback statute (42 U.S.C. Section 1320a-7a(b)), the Ethics in Patient Referrals Act of 1989, as amended (Stark Law) (42 U.S.C. 1395nn), the Civil Monetary Penalties Law (42 U.S.C. Section 1320a-7a), or the Truth in Negotiations (10 U.S.C. Section 2304 *et seq.*), Health Care Fraud (18 U.S.C. 1347), Wire Fraud (18 U.S.C. 1343), Theft or Embezzlement (18 U.S.C. 669), False Statements (42 U.S.C. 1320a-7b(a); 18 U.S.C. 1001), False Statements Relating to Health Care Matters (19 U.S.C. 1035), and Patient Inducement Statute, and equivalent state statutes and any and all rules or regulations promulgated by governmental entities with respect to any of the foregoing.

HIPAA: As defined in Article XXIII.

Hoboken Lease: that certain Lease Agreement, dated November 4, 2011, as amended by that certain First Amendment to Lease Agreement, dated March 21, 2012, that certain Second Amendment to Lease Agreement, dated August 14, 2015 and that certain Third Amendment to Lease Agreement of even date herewith, by and between SB Hoboken Propco, LLC, a New Jersey limited liability company, and HUMC Opco LLC, a Delaware limited liability company, as assigned by MPT Hoboken TRS, LLC, a Delaware limited liability company to SB Hoboken Propco LLC pursuant to that certain Assignment and Assumption

of Lease and Other Recordable Documents (Hoboken), dated as November 5, 2019, and recorded in the Hudson County, New Jersey real estate records on November 14, 2019, at Book 9449, Page 920, and as the same may be further amended, modified or restated from time to time.

Impositions: Collectively, all civil monetary penalties, fines and overpayments imposed by state and federal regulatory authorities, all Real Estate Taxes, all state and local sales and use taxes, single business, gross receipts, transaction privilege, rent or similar taxes, franchise (including but not limited to taxes based on capital, net worth or assets), license, business entity, annual report fees and other taxes imposed on any business entities, including limited partnerships, limited liability companies and other “pass through” entities, and any such taxes and statutory representation fees imposed on Lessor or Lessor’s Affiliates (including Lessor’s parent organizations), sales and use taxes, all single business, gross receipts, transaction privilege, rent or similar taxes and assessments (including, without limitation, all assessments, charges and costs imposed under the Permitted Exceptions (including, without limitation, all penalties, fines, damages, costs and expenses for any violation of or a default under any of the Permitted Exceptions)), all assessments for public improvements or benefits, whether or not commenced or completed prior to the Commencement Date, excises, tax levies, fees (including, without limitation, license, permit, inspection, authorization and similar fees), and all other governmental charges, in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen, of every character in respect of the Leased Property and/or the Rent (including all interest and penalties thereon due to any failure in payment by Lessee), and all other fees, costs and expenses which at any-time prior to, during or in respect of the Term may be charged, assessed or imposed on or in respect of or be a lien upon (a) Lessor or Lessor’s interest in the Leased Property, (b) the Leased Property or any part thereof or any rent therefrom or any estate, right, title or interest therein, or (c) any occupancy, operation, use or possession of, sales from, or activity conducted on, or in connection with, the Leased Property or the leasing or use of the Leased Property or any part thereof. Except for the taxes referenced above, nothing contained in this Lease shall be construed to require Lessee to pay (1) any tax based on net income (whether denominated as a financial institutions or other tax) imposed on Lessor, or (2) any transfer tax of Lessor, or (3) any tax imposed with respect to the sale, exchange or other disposition by Lessor of any portion of the Leased Property or the proceeds thereof, or (4) except as expressly provided elsewhere in this Lease, any principal or interest on any encumbrance on the Leased Property, except to the extent that any tax, assessment, tax levy or charge which Lessee is obligated to pay pursuant to the first sentence of this definition and which is in effect at any time during the Term is totally or partially repealed, and a tax, assessment, tax levy or charge set forth in clause (1) or (2) is levied, assessed or imposed expressly in lieu thereof, in which case the substitute tax, assessment, tax levy or charge shall be deemed to be an Imposition.

Initial Lease Base: An amount equal to the purchase price paid by Lessor pursuant to the Purchase Agreement, which the parties acknowledge is Thirty-Seven Million and No/100 Dollars (\$37,000,000.00).

Insurance Premiums: As defined in Section 4.4.

Insurance Requirements: All terms of any insurance policy required by this Lease and all requirements of the issuer of any such policy, and such additional insurance which Lessor may reasonably require.

Interim Rent Increase: As defined in Section 3.1(a).

J.C. Opcos Lease: That certain Lease Agreement of even date herewith, with J.C. Opcos LLC, as lessor, and Tenant, as tenant, with respect to certain parcels of real property located at 112, 140 and 160 Palisades Avenue, Jersey City, New Jersey 07036.

Joint Commission: As defined in Article XXIII.

Knowledge, to the knowledge, best knowledge of (or similar words or phrases): With respect to any Person, such Person's actual knowledge of a particular fact or matter if any of such Person's Knowledge Group has actual knowledge of such fact or matter.

Knowledge Group: With respect to Lessee, Dr. Achintya Moulick, and with respect to Lessor, Avery Eisenreich. The inclusion in the definition of "Knowledge Group" shall not result in any liability to the named individuals.

Land: As defined in the Recitals.

Late Payment Penalty Rate: Shall mean on any date a rate equal to Five Percent (5%).

Lease: As defined in the Preamble.

Lease Base: The Initial Lease Base, plus all costs and expenses not included in the Initial Lease Base which are incurred or paid prior to, on or after the Commencement Date in connection with (i) the purchase and lease by Lessor of the Leased Property pursuant to the Purchase Agreement, and by the Facility Lender and (ii) the transfer of the 192 Property and the 194 Property to Lessor as described in Section 3.9 of the Purchase Agreement, including, but not limited to, reasonable legal, appraisal, title, survey, environmental, seismic, engineering and other fees and expenses paid in connection with the purchase, initial acquisition financing from Truist Bank, lease and/or inspection of the Leased Property (including, once transferred to the Lessor and demised hereunder, the 192 Property and/or the 194 Property), and paid to advisors and brokers (except to the extent such items are paid by Lessee); but excluding, however, (x) Lessor's obligation to pay twenty-five percent (25%) of the outstanding principal balance of the "Existing Loan" as defined in, and pursuant to, Section 3.5(b)(ii) of the Purchase Agreement and (y) the \$500,000 cash donation described in Section 6.1(a)(x) of the Purchase Agreement. Notwithstanding any provision hereof, no item shall be included in the Lease Base for purposes of this Lease to the extent that such item is paid separately by Lessee or is subject to a separate loan repayment obligation of Lessee. The amount and calculation of the Lease Base as of the Commencement Date shall be as set forth on Exhibit D hereto.

Lease Payments: With respect to Lessee, the sum of the payment obligations of Lessee as the lessee under any lease for real property.

Lease Rate: A per annum rate equal to Ten Percent (10.0%), subject to the escalator as set forth in Section 3.1(b).

Lease Year: Each successive twelve (12) month period during the Term following the Commencement Date (i.e., the first Lease Year will commence on the Commencement Date and end on the first (1st) anniversary of the Commencement Date).

Leased Improvements: As defined in Article II.

Leased Property: As defined in Article II.

Legal Requirements: All federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions affecting the Leased Property, Lessee's operation of the Business in the Leased Property, or the construction, use or alteration of the Leased Property (including, without limitation, the Americans With Disabilities Act and Section 504 of the Rehabilitation Act of 1973), whether now or hereafter enacted and in force, including any which may

require repairs, modifications, or alterations in or to the Leased Property, or (b) in any way adversely affect the use and enjoyment thereof, and all permits, licenses, authorizations and regulations relating thereto, and all covenants, agreements, restrictions and encumbrances contained in any instruments, either of record or known to Lessee, at any time in force affecting the Leased Property.

LEIE: As defined in Section 8.4.

Lessee: Hudson Hospital Opc LLC, a Delaware limited liability company, and its successors and permitted assigns.

Lessee Environmental Assessment: As defined in Section 8.3(c).

Lessee's Personal Property: All of Lessee's consumable inventory and supplies, machinery, equipment, furniture, furnishings, trailers, movable walls or partitions, computers, trade fixtures and other personal property (including all such items not permanently affixed to the Leased Property), currently owned and acquired after the execution of this Lease, and necessary, used, or useful in the operation of the Facility, including, without limitation, all of Lessee's Licenses, but excluding Lessee's accounts receivable and any items included within the definition of Fixtures.

Lessor: CH 750 Park LLC and CH Castle LLC, each a New Jersey limited liability company, as tenants in common, and their respective successors and assigns.

Lessor's Notice Address: As defined in Section 13.4.

Lessor Indemnified Parties. As defined in Section 8.3(a).

Lessor Parties: As defined in Section 37.6.

Licenses: As defined in Section 35.1.

LLC Agreement: That certain Third Amended Operating Agreement of Lessee dated as of September 13, 2017, as may be modified, amended or restated from time to time.

Major Event of Default: As defined in Section 16.1.

Major Repairs: All repairs to the Leased Property of every kind and nature, whether interior or exterior, structural or non-structural (including, without limitation, all parking decks and parking lots), which extend the life of the Leased Property (as opposed to being routine maintenance and repair expenditures), as shall be necessary or appropriate from time to time during the Term.

Management Agreement: Any contract or agreement for the management of operations of Lessee or the Facility or the operations of any Tenant at the Facility.

Management Company: Any person, firm, corporation or other entity or individual who or which will manage the operations of Lessee or the Facility or the operations of any Tenant at the Facility.

Material Obligation: Shall have the meaning set forth in Section 16.1(l) of this Lease.

Medicaid: The medical assistance program established by Title XIX of the Social Security Act (42 U.S.C. Sections 1396 *et seq.*) and any statute succeeding thereto.

Medicare: The health insurance program for the aged and disabled established by Title XVIII of the Social Security Act (42 U.S.C. Sections 1395 *et seq.*) and any statute succeeding thereto.

OFAC: The U.S. Department of Treasury Office of Foreign Assets Control.

Officer's Certificate: A certificate of Lessee signed by the representative(s) authorized to so sign by the governing body of Lessee, or any other person whose power and authority to act has been properly authorized.

Operating Agreements: All agreements with respect to the ownership, operation or management of the Business, including, without limitation, any and all service and maintenance contracts, employment contracts, management agreements, consulting agreements, laboratory servicing agreements, pharmaceutical contracts and physician, other clinician or other professional services provider contracts, as the same may from time to time be amended, restated, supplemented, renewed or modified.

Option Exercise Date: As defined in Section 33.1(a).

Organizational Documents: As defined in Section 8.7.

Other Agreements: All other leases, loans, and agreements entered into between Lessor or any Affiliate of Lessor, on the one hand, and Lessee or any Affiliate of Lessee, on the other hand, including, without limitation, the Purchase Agreement and the other "Closing Documents" as defined therein, the Hoboken Lease and the J.C. Opcos Lease, as any of the same may be modified, amended, or restated from time to time.

Overdue Rate: On any date, the lesser of twelve percent (12%) or the maximum rate of interest allowed by applicable law.

Participation Agreements: Means all third-party payor participation or reimbursement agreements, and provider numbers and provider agreements, relating to rights to payment or reimbursement from, and claims against, private insurers, managed care plans, employee assistance programs, Blue Cross and/or Blue Shield, governmental authorities, Medicare, Medicaid and TRICARE, and other third-party payors, as the same may from time to time be amended, restated, extended, supplemented or modified, together with all rights, privileges and entitlements thereunder.

Patriot Act: The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended or modified from time to time, and the regulations promulgated thereunder.

Permitted Exceptions: As defined in Article II.

Person: An individual, a corporation, a limited liability company, a general or limited partnership, an unincorporated association, a joint venture, a Governmental Entity or another entity or group.

Primary Intended Use: As defined in Section 7.2(a).

Purchase Agreement: As defined in the Recitals.

Purchase Option: As defined in Section 33.1.

Purchase Price: The price at which Lessee may exercise the Purchase Option, which shall be as follows: The Purchase Price shall equal (a) initially, the Lease Base, subject to increase by (i) twenty percent (20%) annually, on a compounded basis, on the first (1st) anniversary of the Commencement Date in 2023 and the second (2nd) anniversary of the Commencement Date occurring in 2024, and (ii) seventeen percent (17%) annually, on a compounded basis, on each anniversary of the Commencement Date thereafter for so long as the Purchase Option is available to the Lessee, plus (b) all reasonable fees, costs and expenses incurred by Lessor as part of the sale of the Leased Property pursuant to the Purchase Option, including, but not limited to, all reasonable legal fees and disbursements, transfer taxes and amounts paid to consultants, advisors and brokers. For purposes of the compounding described in the foregoing clause (a), the entire Lease Base shall be deemed to have been incurred on the Commencement Date.

Real Estate Taxes: All real estate taxes, assessments and special assessments, and dues which are levied or imposed upon the Leased Property during the Term.

Release: Any actual or threatened spilling, leaking, pumping, pouring, releasing, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, depositing, dispersing, leaching or migrating of any Hazardous Substance into or through the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Material).

Remediation: Any activity, action or works to assess, study, test, investigate, remove, remediate, clean up, correct, reduce, contain, prevent, minimize, mitigate, monitor or otherwise address any actual, suspected or alleged (i) presence, or Release of Hazardous Substances, (ii) non-compliance with Hazardous Materials Laws, or (iii) risk to human health and the environment.

Removal Notice: As defined in Section 16.1(F).

Rent: Collectively, the Base Rent (as increased in accordance with the provisions of Section 3.1(b)) and the Additional Charges.

RFFE Loans: As defined in Section 17.1.

Sanctioned Country: Any country or territory that is the target of comprehensive, country-wide or territory-wide Sanctions, which as of the date of this Agreement, comprise Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk, and Luhansk regions of Ukraine.

Sanctions: Any economic, financial or trade sanctions laws, regulations, embargoes or restrictive measures, administered, enacted or enforced by any Sanctions Authority, including those pursuant to Executive Order No. 13224 (effective September 24, 2001).

Sanctions Authority:

- i. the United States government;
- ii. the United Nations;
- iii. the European Union or its Member States;
- iv. the United Kingdom; or
- v. any other governmental entity that administers, enacts or enforces Sanctions.

Sanctions List: Any list maintained by, or public announcement of Sanctions designation made by, any of the Sanctions Authorities (each as amended, supplemented or substituted from time to time), including but not limited to the List of Specially Designated Nationals and Blocked Persons and the Sectoral Sanctions Identifications Lists maintained by OFAC, the Consolidated United Nations Security Council Sanctions List, the Consolidated List of Financial Sanctions Targets maintained by His Majesty's Treasury, and the European Union's lists of restrictive measures against persons and entities issued pursuant to Council Regulation (EC) No. 881/2002 of 27 May 2002, Council Regulation (EC) No. 2580/2001 of 27 December 2001 and Council Common Position 2005/725/CFSP of 17 October 2005.

Seller: As defined in the Recitals hereto.

Senior Loan: As defined in Section 35.6.

Senior Loan Agreement: As defined in Section 35.6.

Single Purpose Entity: An entity which (i) exists solely for the purpose of owning and/or leasing all or any portion of the Facility and conducting the operation of the Business, (ii) conducts business only in its own name, (iii) does not engage in any business other than the ownership and/or leasing of all or any portion of the Facility and the operation of the Business, (iv) does not hold, directly or indirectly, any ownership interest (legal or equitable) in any entity or any real or personal property other than the interest which it owns in the Facility and the other assets incident to the operation of the Business, (v) does not have any debt other than as permitted by this Lease or arising in the ordinary course of the Business and does not guarantee or otherwise obligate itself with respect to the debts of any other person or entity, other than as approved by Lessor, (vi) has its own separate books, records, accounts, financial statements and tax returns (with no commingling of funds or assets), (vii) holds itself out as being a company separate and apart from any other entity, and (viii) maintains all entity formalities independent of any other entity.

Substitute Management Company: As defined in Section 16.1.F.

Taking: A taking or voluntary conveyance during the Term of all or part of the Leased Property, or any interest therein or right accruing thereto or use thereof, as the result of, or in settlement of, any Condemnation or other eminent domain proceeding affecting the Leased Property whether or not the same shall have actually been commenced.

Tenant(s): The lessees, tenants, sublessees or subtenants under the Tenant Leases, if any.

Tenant Leases: All leases, subleases, pharmacy leases and other rental agreements (written or verbal, now or hereafter in effect), if any, including any Existing Subleases as described in Section 22.1, that grant a possessory interest in and to any space in or any part of the Leased Property, or that otherwise have rights with regard to the Leased Property, and all Credit Enhancements, if any, held in connection therewith.

Term: The actual duration of this Lease, including the Fixed Term and the Extension Term (if extended by Lessee).

Transfer Notice: As defined in Section 35.3

Unsuitable for Its Use or Unsuitable for Its Primary Intended Use: As used anywhere in this Lease, the terms "Unsuitable for Its Use" or "Unsuitable for Its Primary Intended Use" shall mean that, by reason of damage or destruction or a partial Taking by Condemnation, the Facility cannot be operated on a

commercially practicable basis for its Primary Intended Use, taking into account, all relevant factors, and the effect of such damage or destruction or partial Taking.

USPAP: The Uniform Standards of Professional Appraisal Practice, as amended from time to time.

ARTICLE II LEASED PROPERTY; TERM

Upon and subject to the terms and conditions hereinafter set forth, and subject to the rights of any Tenants under the Existing Subleases, Lessor leases, on the Commencement Date, to Lessee and Lessee rents from Lessor all of Lessor's rights and interest in and to the following property (collectively, the "Leased Property"):

- (a) the Land;
- (b) all buildings, structures, Fixtures (hereinafter defined) and other improvements of every kind, alleyways and connecting tunnels, sidewalks, utility pipes, conduits and lines (on-site and off-site), parking areas and roadways appurtenant to such buildings and structures presently or hereafter situated upon the Land, and Capital Additions financed by Lessor (collectively, the "Leased Improvements");
- (c) all easements, rights-of-way and appurtenances relating to the Land and the Leased Improvements; and
- (d) all equipment, machinery, fixtures, and other items of real property, including all components thereof, now and hereafter located in, on, or used in connection with, and permanently affixed to or incorporated into the Leased Improvements, including, without limitation, all furnaces, boilers, heaters, electrical equipment, heating, plumbing, lighting, ventilating, refrigerating, incineration, air and water pollution control, waste disposal, air-cooling and air-conditioning systems and apparatus, sprinkler systems and fire and theft protection equipment, and built-in oxygen and vacuum systems, all of which, to the greatest extent permitted by law, are hereby deemed by the parties to constitute real estate, together with all replacements, modifications, alterations and additions thereto (collectively the "Fixtures").

SUBJECT, HOWEVER, to all applicable matters of record and any other matters set forth on Exhibit B (the "Permitted Exceptions"), Lessee shall have and hold the Leased Property for a fixed term (the "Fixed Term") commencing on the Commencement Date and ending at midnight on December 31, 2032, unless sooner terminated or extended as herein provided.

So long as no Event of Default then exists, and no event has occurred which with the giving of notice or the passage of time or both would constitute an Event of Default, Lessee shall have the option to extend the Fixed Term on the same terms and conditions set forth herein for one additional period of ten (10) years (i.e., until December 31, 2042) (the "Extension Term"). Lessee may exercise such option by giving written notice to Lessor no later than December 31, 2031 (the "Extension Notice"). If, during the period following the delivery of the Extension Notice to Lessor, an Event of Default shall occur under this Lease, at Lessor's option, the Term shall not be so extended and Lessee shall be deemed to have forfeited its option to extend the Fixed Term of this Lease.

Notwithstanding anything contained in this Lease to the contrary, the two (2) parcels of Land with addresses of 192 Palisade Avenue and 194 Palisade Avenue, Jersey City, New Jersey, and more particularly described on **Exhibit A** attached hereto (the "192 Property" and the "194 Property", respectively), shall not be demised and leased as of the Commencement Date. If and when Lessor acquires the 192 Property and/or the 194 Property (in accordance with Section 3.9 of the Purchase Agreement or otherwise), then the 192

Property and the 194 Property shall become part of the Leased Property hereunder and from and after such date of demise, shall be subject to all of the terms and conditions of this Lease, automatically and without need of amendment to this Lease or the consent of Lessee (and references in this Lease to the “Leased Property” shall thereafter be deemed to include the 192 Property and the 194 Property).

ARTICLE III RENT

3.1. **Rent.** During the Term, Lessee shall pay to Lessor, in advance and without notice, demand, set off or counterclaim, in lawful money of the United States of America, at Lessor’s address set forth herein or at such other place or to such other person, firm or entity as Lessor may designate from time to time in writing, the Rent as provided in this Lease. Lessor has the sole discretion to determine the method of payment of Rent, and will require that such payments initially be forwarded to Lessor utilizing the Automated Clearing House (“ACH”) Network. Lessee shall take all necessary steps and bear any and all costs associated with utilizing ACH to timely deliver payments of Rent to Lessor. All payments of Rent made through ACH remain payments of Rent and, as such, are subject to all terms and conditions of this Lease, including, but not limited to, the default provisions. Rent shall be calculated and payable as follows:

(a) **Base Rent.** Subject to adjustment as provided herein (including adjustments set forth in Section 3.1(b) below), Lessee shall pay to Lessor in advance on the first (1st) day of each calendar month during the Term base rent (the “Base Rent”) in an amount equal to (i) the Lease Base as of the last day of the immediately preceding month, multiplied by (ii) the Lease Rate, with the subject product being divided by (iii) twelve (12). Lessor and Lessee acknowledge that Base Rent is payable in advance and, accordingly, with respect to increases in the Lease Base on or after the first (1st) day of any month (and, therefore, not included in the calculation of Base Rent paid in advance for a particular month), Base Rent shall include a per diem Base Rent for the prior month (prorated based upon a three hundred sixty (360) day year) to be calculated by multiplying the amount of any such increase by the Lease Rate. Lessor shall provide Lessee with an invoice of such increased amounts at least ten (10) days prior to the first day of the next calendar month (the “Interim Rent Increase”); provided, however, Lessor’s failure to provide Lessee with an invoice for the Interim Rent Increase at least ten (10) days prior to the first day of the next calendar month shall not limit or affect Lessee’s obligations hereunder to pay any Interim Rent Increase within ten (10) days after receipt of the invoice. For any such invoice for Interim Rent Increase which is delivered less than ten (10) days prior to the first day of the next calendar month, such Interim Rent Increase shall not be included in the Base Rent payable for the next calendar month but, thereafter, shall be included in the calculation of Base Rent payable for the following month.

(b) **Adjustment of Base Rent.** Commencing on January 1, 2024 and continuing on each January 1 thereafter during the Term (each an “Adjustment Date”), the Lease Rate shall be increased (and in no event decreased) and shall be equal to the sum of (i) the Lease Rate previously in effect, and (ii) the product of such previous Lease Rate multiplied by the greater of (A) three percent (3.0%) and (B) the percentage by which the CPI published for the month which is two (2) months prior to the applicable Adjustment Date shall have increased over the CPI figure published for the month which is two (2) months prior to the previous Adjustment Date (January 1, 2023 shall be used for the previous Adjustment Date in connection with the recalculation on January 1, 2024), with such sum being the new Lease Rate used for calculating Base Rent. For any monetary increases or adjustments that cannot be determined as of the Adjustment Date due to then unknown variables (such as the CPI), such amounts shall become due (and calculated retroactively to the Adjustment Date) and payable as of the time of determination.

3.2. **Additional Charges.** In addition to the Base Rent, (a) Lessee will also pay and discharge as and when due and payable (subject to any applicable grace periods set forth in this Lease) all other amounts,

liabilities, obligations and Impositions that Lessee assumes or agrees to pay under this Lease, and all other amounts, liabilities, obligations and Impositions related to the ownership, use, possession and operation of the Leased Property, including, without limitation, all costs of owning and operating the Facility, all Real Estate Taxes, Insurance Premiums, maintenance and capital improvements, all violations of and defaults under any of the Permitted Exceptions, and all licensure violations, civil monetary penalties and fines, and (b) in the event of any failure on the part of Lessee to pay any of those items referred to in clause (a) above, Lessee will also promptly pay and reimburse Lessor and/or its Affiliates for all such amounts paid by Lessor and/or its Affiliates and promptly pay and discharge every fine, penalty, interest and cost which may be added for non-payment or late payment of such items (the items referred to in clauses (a) and (b) above being referred to herein collectively as the "Additional Charges"), and Lessor shall have all legal, equitable and contractual rights, powers and remedies provided in this Lease, by statute, or otherwise, in the case of non-payment of the Additional Charges, as in the case of the Base Rent. If any installment of Base Rent or Additional Charges shall not be paid within five (5) Business Days of its due date, Lessee, in addition to all other obligations hereunder, will pay Lessor on demand, as Additional Charges, a late charge computed at the Overdue Rate and a late payment penalty computed at the Late Payment Penalty Rate on the amount of such installment, from the due date of such installment to the date of payment thereof. To the extent that Lessee pays any Additional Charges to Lessor pursuant to clause (b) above or pursuant to any other requirement of this Lease, Lessee shall be relieved of its obligation to pay such Additional Charges to the entity to which they would otherwise be due. At Lessor's option, during the Term, Lessee shall make monthly payments to Lessor (or to a Facility Lender, if requested by Lessor) in such amounts as Lessor shall estimate to be necessary to pay any Additional Charges (including, without limitation, the Impositions, Real Estate Taxes and/or some or all Insurance Premiums). If Lessor exercises this option, Lessee shall pay to Lessor such first monthly amount due within five (5) Business Days following receipt of an invoice or statement from Lessor. Thereafter, in addition to Base Rent, Lessee shall continue to pay such amount to Lessor on the first (1st) day of each month during the Term. At any time, with at least five (5) Business Days' notice prior to the end of any month during the Term, Lessor may deliver to Lessee a substituted, adjusted or amended invoice, at which time Lessee shall pay the revised invoice amount on the first (1st) day of the immediately following month. Any such invoice so delivered to Lessee shall remain in effect until a substituted, adjusted or amended invoice is thereafter delivered by Lessor to Lessee, at which time such substituted, amended and adjusted invoice shall supersede and replace all prior invoices; provided, however, Lessor's failure to provide an updated or amended invoice to Lessee shall not limit or alter Lessee's monthly payment obligations hereunder. In connection with such invoices, all sums paid to Lessor shall not bear interest, may be commingled with Lessor's (or Facility Lender's) books and accounts, and upon an Event of Default by Lessee hereunder, may be applied by Lessor (or Facility Lender) to all sums owed by Lessee, or any Affiliate of Lessee, to Lessor, or any Affiliate of Lessor (or to sums owed to Facility Lender); provided, however, that, if Lessor collects any deposits for Additional Charges in accordance with this Section 3.2, (i) Lessor shall use such deposited amounts to pay, or cause such deposited amounts to be used to pay, such Additional Charges prior to delinquency, and (ii) Lessor shall refund to Lessee at the end of the Term, provided that no Event of Default then exists, any such remaining amounts collected in excess of the amounts ultimately required to pay the applicable Additional Charges.

ARTICLE IV IMPOSITIONS

4.1. **Payment of Impositions.** Subject to Article XII relating to permitted contests, Lessee will pay, or cause to be paid, all Impositions before any fine, penalty, interest or cost may be added for non-payment, with such payments to be made directly to the taxing or assessing authorities, unless, in the case of escrows and deposits, such Impositions are required to be paid to Lessor or Facility Lender as provided in Section 3.2, and Lessee will promptly furnish to Lessor copies of official receipts or other satisfactory proof evidencing such payments. Lessee's obligation to pay such Impositions shall be deemed absolutely fixed

upon the date that any such Imposition becomes a lien upon the Leased Property or any part thereof. If any such Imposition may lawfully be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Lessee may exercise the option to pay the same (and any accrued interest on the unpaid balance of such Imposition) in installments and, in such event, shall pay such installments during the Term (subject to Lessee's right of contest pursuant to the provisions of Article XII, and subject to the requirement to pay escrows and deposits as required in Section 3.2) as the same respectively become due and before any fine, penalty, premium, further interest or cost may be added thereto. Lessor, at its expense, shall, to the extent permitted by applicable law, prepare and file all tax returns and reports as may be required by governmental authorities in respect of Lessor's net income, gross receipts, franchise taxes and taxes on its capital stock, and Lessee, at its expense, shall, to the extent permitted by applicable laws and regulations, prepare and file all other tax returns and reports in respect of any Imposition as may be required by governmental authorities. If any refund shall be due from any taxing authority with respect to any Imposition paid by Lessee, the same shall be paid over to, or retained by, Lessee if no Event of Default shall have occurred and be continuing. Any such funds retained by Lessor due to an Event of Default shall be applied as provided in Article XVI. Lessor and Lessee shall, upon request of the other, provide any data (i) that is maintained by the party to whom the request is made, and (ii) that pertains to the Leased Property, as may be necessary to prepare any required returns and reports. In the event that any Governmental Entity classifies any property covered by this Lease as personal property, Lessee shall file all personal property tax returns in such jurisdictions where it may legally so file. Lessor, to the extent it possesses the same, and Lessee, to the extent it possesses the same, will provide the other party, upon request, with cost and depreciation records necessary for filing returns for any property so classified as personal property. In the event that Lessor is legally required to file personal property tax returns, Lessee will be provided with copies of assessment notices indicating a value in excess of the reported value in sufficient time for Lessee to file a protest. Lessee may, at Lessee's sole cost and expense, protest, appeal, or institute such other proceedings as Lessee may deem appropriate to effect a reduction of real estate or personal property assessments in accordance with the terms and conditions of Article XII hereof. Billings for reimbursement by Lessee to Lessor of personal property taxes shall be accompanied by copies of a bill therefor and payments thereof which identify the personal property with respect to which such payments are made.

4.2. **Adjustment of Impositions.** Impositions that are levied or assessed with respect to the tax-fiscal period during which the Term terminates, unless Lessee purchases the Leased Property pursuant to purchase options expressly provided herein, if any, shall be adjusted and prorated between Lessor and Lessee, whether or not such Imposition is imposed before or after such termination, and Lessee's obligation to pay its prorated share thereof shall survive such termination.

4.3. **Utility Charges.** Lessee will contract for, in its own name, and will pay or cause to be paid all charges for electricity, power, gas, oil, sewer, water and other utilities used in connection with the Leased Property during the Term, including, without limitation, all impact and tap fees necessary for the operation of the Facility, except to the extent that such impact and tap fees are paid by Lessor as part of the Lease Base or the cost of a Capital Addition.

4.4. **Insurance Premiums.** Subject to Section 13.1(b), Lessee will pay or cause to be paid all premiums for the insurance coverage required to be maintained pursuant to Article XIII during the Term (the "Insurance Premiums").

ARTICLE V ABSOLUTE NET LEASE; NO TERMINATION

The parties understand, acknowledge and agree that this is an absolute net lease and this Lease shall yield to Lessor the full amount of the installments of Base Rent and the payments of Additional Charges

throughout the Term, but subject to any other provisions of this Lease which expressly provide for adjustment of Rent or other charges. Lessee further acknowledges and agrees that all charges, assessments or payments of any kind are due and payable without notice, demand, set off or counterclaim and shall be paid by Lessee as they become due and payable (including any applicable grace period set forth in this Lease). Lessee shall remain bound by this Lease in accordance with its terms and shall neither take any action without the consent of Lessor to modify, surrender or terminate the same, nor seek nor be entitled to any abatement, deduction, deferment or reduction of Rent, or set-off against the Rent, nor shall the respective obligations of Lessor and Lessee be otherwise affected by reason of (a) any damage to, or destruction of, any Leased Property or any portion thereof from whatever cause or any Taking of the Leased Property or any portion thereof, (b) the lawful or unlawful prohibition of, or restriction upon, Lessee's use of the Leased Property, or any portion thereof, or the interference with such use by any person, corporation, partnership or other entity, or by reason of eviction by paramount title; (c) any claim which Lessee has or might have against Lessor or by reason of any default or breach of any warranty by Lessor under this Lease or any other agreement between Lessor and Lessee, or to which Lessor and Lessee are parties, (d) any bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding up or other proceedings affecting Lessor or any assignee or transferee of Lessor, or (e) any other cause whether similar or dissimilar to any of the foregoing other than a discharge of Lessee from any such obligations as a matter of law. Lessee hereby specifically waives all rights, arising from any occurrence whatsoever, which may now or hereafter be conferred upon it by law to (i) modify, surrender or terminate this Lease or quit or surrender the Leased Property or any portion thereof, or (ii) entitle Lessee to any abatement, reduction, suspension or deferment of the Rent or other sums payable by Lessee hereunder, except as otherwise specifically provided in this Lease. The obligations of Lessor and Lessee hereunder shall be separate and independent covenants and agreements and the Rent and all other sums payable by Lessee hereunder shall continue to be payable in all events unless the obligations to pay the same shall be terminated pursuant to the express provisions of this Lease or by termination of this Lease other than by reason of an Event of Default.

ARTICLE VI OWNERSHIP OF PERSONAL PROPERTY

6.1. **Lessee's Personal Property.** Lessee, at its expense, shall install, affix, assemble and place on the Leased Property the Lessee's Personal Property, which Lessee's Personal Property shall be subject to the security interests and liens as provided in Section 16.6. Lessee shall not, without the prior written consent of Lessor (such consent not to be unreasonably withheld, conditioned or delayed, provided there is no Event of Default by Lessee then continuing hereunder), remove any of Lessee's Personal Property from the Leased Property. Lessee shall provide and maintain during the entire Term all such Lessee's Personal Property as shall be necessary to operate the Facility in compliance with all licensure and certification requirements, in compliance with all applicable Legal Requirements and Insurance Requirements, and otherwise in accordance with customary practice in the industry for the Primary Intended Use. Lessee agrees that all of Lessee's Personal Property (for which Lessor has authorized removal as provided above) not removed by Lessee within fifteen (15) days following the expiration or earlier termination of this Lease shall be considered abandoned by Lessee and may be appropriated, sold, destroyed or otherwise disposed of by Lessor (at Lessee's cost) without first giving notice thereof to Lessee, without any payment to Lessee, and without any obligation to Lessee to account therefor. Lessee will, at its expense, restore the Leased Property and repair all damage to the Leased Property caused by the installation or removal of Lessee's Personal Property, whether affected by Lessee, Lessor, any Lessee lender, or any Facility Lender.

ARTICLE VII CONDITION AND USE OF LEASED PROPERTY

7.1. **Condition of the Leased Property.** Lessee acknowledges receipt and delivery of possession of the Leased Property and that Lessee has examined and otherwise has acquired Knowledge of the condition of the Leased Property prior to the execution and delivery of this Lease and has found the same to be in good order and repair and satisfactory for its purpose hereunder. Lessee is leasing the Leased Property "as is" and "where is" in its present condition. Lessee waives any claim or action against Lessor in respect of the condition of the Leased Property. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, IN RESPECT OF THE LEASED PROPERTY OR ANY PART THEREOF, EITHER AS TO ITS FITNESS FOR USE, SUITABILITY, DESIGN OR CONDITION FOR ANY PARTICULAR USE OR PURPOSE OR OTHERWISE, AS TO QUALITY OF THE MATERIAL OR WORKMANSHIP THEREIN, LATENT OR PATENT; IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. LESSEE ACKNOWLEDGES THAT THE LEASED PROPERTY HAS BEEN INSPECTED BY LESSEE AND IS SATISFACTORY TO IT. ACCORDINGLY, LESSEE WAIVES ALL REPRESENTATIONS AND WARRANTIES ON THE PART OF LESSOR, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES THAT THE LEASED PROPERTY IS FREE FROM VICES, DEFECTS AND DEFICIENCIES, WHETHER HIDDEN OR APPARENT.

7.2. **Use of the Leased Property.**

(a) Lessee (i) shall operate the Facility throughout the entire Term as a Three Hundred Forty-Nine (349)-licensed bed acute care hospital facility, and for such other legal ancillary uses as may be necessary in connection with or incidental to such use, subject to all covenants, restrictions, easements, and all other matters of record (including those set forth in the Permitted Exceptions) relating to the Leased Property (the "Primary Intended Use"), and (ii) as provided in and subject to Section 8.1, shall comply with all Legal Requirements and shall maintain all Licenses, including, but not limited to, Medicare and/or Medicaid certifications, provider numbers and agreements, certificates of need, governmental approvals, and full accreditation from all applicable governmental authorities, if any, that are necessary for the operation of the Facility consistent with the Primary Intended Use.

(b) Except as expressly authorized herein, Lessee shall not use the Leased Property or any portion thereof for any other use without the prior written consent of Lessor, which consent Lessee agrees may be withheld in Lessor's sole discretion.

(c) No use shall be made or permitted to be made of the Leased Property and no acts shall be done which will cause the cancellation of any insurance policy covering the Leased Property or any part thereof, nor shall Lessee sell or otherwise provide to residents or patients therein, or permit to be kept, used or sold in or about the Leased Property any article which may be prohibited by law or by the standard form of fire insurance policies, any other insurance policies required to be carried hereunder, or fire underwriters regulations. Lessee shall, at its sole cost, comply with all of the requirements, covenants and restrictions pertaining to the Leased Property, including, without limitation, all of the Permitted Exceptions, and other requirements of any insurance board, association, organization or company necessary for the maintenance of the insurance, as herein provided, covering the Leased Property and Lessee's Personal Property.

(d) Lessee shall not commit or suffer to be committed any waste on the Leased Property, or in the Facility, nor shall Lessee cause or permit any nuisance thereon.

(e) Lessee shall neither suffer nor permit the Leased Property or any portion thereof, including any Capital Addition whether or not financed by Lessor, or Lessee's Personal Property, to be used in such a manner as (i) might reasonably tend to impair Lessor's (or Lessee's, as the case may be) title thereto or to any portion thereof, or (ii) may reasonably make possible a claim or claims of adverse usage or adverse possession by the public, as such, or of implied dedication of the Leased Property or any portion thereof.

7.3. Lessor to Grant Easements. From time to time during the Term, upon the request of Lessee, and so long as no Event of Default exists and no event has occurred which with the giving of notice or the passage of time or both would constitute an Event of Default, Lessor may, in its reasonable discretion, and at Lessee's cost and expense, (a) grant easements and other rights in the nature of easements, (b) release existing easements or other rights in the nature of easements which are for the benefit of the Leased Property, (c) dedicate or transfer unimproved portions of the Leased Property for road, highway or other public purposes, (d) execute petitions to have the Leased Property annexed to any municipal corporation or utility district, (e) execute amendments to any covenants and restrictions affecting the Leased Property and (f) execute and deliver to any person any instrument appropriate to confirm or effect such grants, releases, dedications and transfers (to the extent of its interest in the Leased Property), but only if such grant, release, dedication, transfer, petition or amendment is required for, and not detrimental to, the proper conduct of the Primary Intended Use on the Leased Property and does not reduce the value of the Leased Property.

ARTICLE VIII LEGAL AND INSURANCE REQUIREMENTS

8.1. Compliance with Legal and Insurance Requirements. Subject to Article XII relating to permitted contests, Lessee, at its expense, shall (a)(i) comply in all material respects with all Legal Requirements and Insurance Requirements applicable to Lessee and the use, operation, maintenance, repair and restoration of the Facility and the Leased Property, whether or not compliance therewith shall require structural change in any of the Leased Improvements or interfere with the use and enjoyment of the Leased Property and (ii) cure any and all violations of Legal Requirements relating to the Leased Property now or hereafter issued or noted, including any open or expired building permits and any fines or penalties associated with the foregoing, and (b) procure, maintain and comply in all material respects with all Licenses and other governmental approvals and authorizations required for any use of the Leased Property and Lessee's Personal Property then being made, and for the proper erection, installation, operation and maintenance of the Leased Property or any part thereof, including, without limitation, any Capital Additions. Upon Lessor's request, Lessee shall deliver copies of all such Licenses and other approvals and authorizations. Lessee shall indemnify and defend, at Lessee's sole cost and expense, and hold Lessor and its successors and assigns harmless from and against and agrees to reimburse Lessor and its successors and assigns with respect to any and all claims, demands, actions, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) of any and every kind or character, known or unknown, fixed or contingent, asserted against or incurred by Lessor and its successors and assigns, at any time and from time to time by reason or arising out of any breach by Lessee of any of the representations, warranties and covenants set forth in this Article VIII.

8.2. Legal Requirement Covenants. The Leased Property and Lessee's Personal Property shall not be used for any unlawful purpose. Lessee shall use commercially reasonable efforts to cause all Tenants to acquire and maintain all licenses, certificates, permits, provider agreements and other authorizations and approvals needed to operate the Leased Property and all equipment and machinery used in or in connection with the Leased Property in its customary manner for the Primary Intended Use and any other use conducted on the Leased Property as may be permitted from time to time hereunder. Lessee's use of the Leased Property, the use of all equipment and machinery used in connection with the Leased Property, and the maintenance, alteration, and operation of the same, and all parts thereof, shall at all times conform in all

material respects to all applicable local, state and federal laws, ordinances, rules and regulations, including all Legal Requirements.

8.3. **Hazardous Materials.**

(a) Lessee shall ensure that the Leased Property and the operation of the Facility comply in all material respects with all Hazardous Materials Laws. Except for Hazardous Materials generated in the normal course of business regarding the Primary Intended Use (which Hazardous Materials shall be handled and disposed of in material compliance with all Hazardous Materials Laws), no Hazardous Materials shall be installed, used, generated, manufactured, treated, handled, refined, produced, processed, stored or disposed of, Released, or otherwise present in, on or under the Leased Property or in connection with the operation of the Facility. No activity shall be undertaken on the Leased Property or in connection with the operation of the Facility which would cause (a) the Leased Property to become a treatment, storage or disposal facility of hazardous waste, infectious waste, biomedical or medical waste, within the meaning of, or otherwise bring the Leased Property within the ambit of, RCRA or any Hazardous Materials Laws, (b) a Release of Hazardous Materials from the Leased Property within the meaning of, or otherwise bring the Leased Property within the ambit of, CERCLA or SARA or any Hazardous Materials Laws or (c) except as permitted under the hazardous waste approvals, radiation approvals and air permits set forth on **Schedule 8.3** attached hereto (collectively, the "Environmental Permits"), Release into any watercourse, surface or subsurface of body of water or wetland, or Release into the atmosphere of any Hazardous Materials which would require a permit under any Hazardous Materials Laws. No activity shall be undertaken with respect to the Leased Property or the operation of the Facility which would cause a violation or support a claim under RCRA, CERCLA, SARA or any Hazardous Materials Laws. No investigation, administrative order, litigation or settlement with respect to any Hazardous Materials is, to the best of Lessee's Knowledge, threatened or in existence with respect to the Leased Property. No notice has been served on Lessee from any entity, governmental body or individual claiming any violation of any Hazardous Materials Laws, or requiring compliance with any Hazardous Materials Laws, or demanding payment or contribution for environmental damage or injury to natural resources. Lessee has not obtained and Lessee has no Knowledge of any reason Lessee will be required to obtain any permits, licenses, or similar authorizations to occupy, operate or use the Leased Improvements or any part of the Leased Property by reason of any Hazardous Materials Laws except for the Environmental Permits. Lessee shall indemnify and defend, at its sole cost and expense, and hold Lessor, its Affiliates, and their respective officers, directors, members, (general and limited) partners, shareholders, employees, agents and representatives, successors and assigns (collectively, the "Lessor Indemnified Parties"), harmless from and against and shall reimburse the Lessor Indemnified Parties with respect to any and all claims, demands, actions, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) of any and every kind or character, known or unknown, fixed or contingent, asserted against or incurred by the Lessor Indemnified Parties at any time and from time to time by reason or arising out of (i) any events, conditions or circumstances which occurred or existed on, under or about the Leased Property prior to the Commencement Date, and (ii) any breach or violation of any Hazardous Materials Laws relating to the Facility or the Leased Property. Lessee shall, at its sole cost, expense, risk and liability, Remediate or cause to be Remediated from the Leased Property all Hazardous Materials generated in connection with the Primary Intended Use and as found in hospital and healthcare facilities, including, without limitation, all infectious waste materials, syringes, needles and any materials contaminated with bodily fluids of any type, character or description of whatsoever nature in accordance with all Hazardous Materials Laws. Lessee shall not dispose of any such infectious waste and Hazardous Materials in any receptacles used for the disposal of normal refuse. For the avoidance of doubt, the terms of this clause (a) shall apply in all respects to any and all Hazardous Materials, non-compliance with Environmental Laws and Environmental Liability indicated by or arising out of the Environmental Reports to be obtained pursuant to clause (b) below.

(b) Lessor has obtained a phase I environmental site assessment of the Leased Property, prepared by BBG Assessments, LLC and dated December 13, 2022, and may in its sole discretion obtain a phase II environmental site assessment of the Leased Property (collectively, the "Environmental Report"). At the direction of Lessor, Lessee shall comply with the recommendations set forth in the Environmental Report within one hundred twenty (120) days after the Commencement Date, including preparing and complying with an appropriate operations and maintenance plan to manage asbestos-containing material and lead-based paint. Should the Environmental Report or any follow-up report or assessment prepared or obtained in connection therewith indicate any presence of Hazardous Materials in violation of Section 8.3(a), actual or alleged non-compliance with Environmental Law, or any actual, suspected or potential Environmental Liability, Lessee shall promptly Remediate such Hazardous Materials, non-compliance, and/or Environmental Liability, all in accordance with Environmental Laws, to the full satisfaction of Lessor, in its reasonable discretion. If Lessee fails to Remediate such Hazardous Materials, non-compliance with Environmental Law, and/or Environmental Liability within thirty (30) days after written demand from Lessor (provided, that if Lessee has commenced Remediation and is diligently pursuing said cure, Lessee shall have such additional time as is reasonably necessary to complete such Remediation), then, without limitation of Lessor's other remedies at law or in equity, upon prior written notice to Lessee, Lessor may cause the Leased Property and any surrounding areas to be Remediated, at Lessee's sole cost and expense and Lessee shall reimburse Lessor for such costs and expenses within thirty (30) days after receipt of an invoice and supporting documentation from Lessor.

(c) Notwithstanding anything contained in Section 8.3(b) to the contrary, within fifteen (15) days after receipt of the Environmental Report or any subsequent follow-up report or assessment obtained by Lessor, Lessee shall have the right to notify Lessor that Lessee it has elected to obtain, at its own cost and expense, an environmental site assessment from an independent, reputable environmental consultant reasonably acceptable to Lessor (the "Lessee Environmental Assessment"), to confirm the conclusions contained in the Environmental Report or any such follow-up report or assessment, as applicable, and shall provide Lessor with reasonable evidence that the Lessee Environmental Assessment has been ordered. Lessee shall use commercially reasonable efforts to obtain the Lessee Environmental Assessment within thirty (30) days after its election to obtain the same. Promptly upon Lessee's receipt of the Lessee Environmental Assessment, Lessee shall provide a full and complete copy thereof to Lessor. In the event that the recommendations contained in the Environmental Report and the Lessee Environmental Assessment are materially different, Lessor and Lessee shall in good faith attempt to agree upon the work to be performed, failing which, the environmental consultants engaged by Lessor and Lessee shall agree upon a third, independent and reputable environmental consultant to review the issues. The cost of this third environmental consultant shall be shared equally by Lessor and Lessee. The third environmental consultant shall provide its conclusions, in writing, to both Lessor and Lessee, and Lessee shall comply with such conclusions within one hundred twenty (120) days after receipt of such conclusions. The time frame for Lessee to comply with the recommendations set forth in the Environmental Report (or any subsequent follow-up report or assessment obtained by Lessor, as applicable), set forth in Section 8.3(a) shall be tolled during this process.

8.4. Healthcare Laws. Lessee represents, warrants and covenants that Lessee, this Lease and all Tenant Leases are, and at all times during the Term will be, in material compliance with all Healthcare Laws. In the event it is determined that any provision of this Lease is in violation of the Healthcare Laws, such provision shall be renegotiated so that same is in compliance with all Healthcare Laws. Lessee agrees to add provisions to all of its third party agreements relating to the Leased Property, including, without limitation, all subleases entered into after the Commencement Date, and with respect to Tenant Leases in effect as of the Commencement Date, Lessee shall use commercially reasonable efforts to modify such Tenant Leases, to provide that, in the event it is determined that such agreement, sublease and/or Tenant Lease is in violation of the Healthcare Laws, such agreement, sublease and/or Tenant Lease shall be

renegotiated so that same are in compliance with all Healthcare Laws. Lessee agrees promptly to notify Lessor in writing of the receipt of any notice of investigation of any alleged Healthcare Law violations by Lessee or any other investigation which could reasonably be expected to materially and adversely affect the Facility or the Business. Lessee shall annually document its review of the Government Services Administration's Excluded Parties List System (the "EPLS") and the Department of Health and Human Services, Office of Inspector General's List of Excluded Individual/Entities (the "LEIE") and immediately notify Lessor if Lessee, its employees, officers and agents is listed on the EPLS or the LEIE. Lessee shall indemnify and defend, at Lessee's sole cost and expense, and hold Lessor and its successors and assigns, harmless from and against, and shall reimburse Lessor and its successors and assigns with respect to, any and all claims, demands, actions, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) of any and every kind or character, known or unknown, fixed or contingent, asserted against or incurred by Lessor and its successors and assigns, at any time and from time to time by reason or arising out of any breach of any of the provisions set forth in this Section 8.4 by Lessee or any violation by Lessee of any Healthcare Laws.

8.5. Representations and Warranties. Lessee represents and warrants to Lessor that as of the date of this Lease:

- (i) Lessee is a limited liability company duly organized and validly existing under the laws of the State of Delaware, is licensed and qualified to do business in the State of New Jersey, and is duly authorized to enter into, deliver and perform this Lease and the other documents referred to herein and such agreements constitute the valid and binding obligations of Lessee, enforceable in accordance with their terms;
- (ii) neither the entering into this Lease or the other documents referred to herein nor the performance by Lessee of its obligations hereunder or under the other documents referred to herein will violate any provision of law or any agreement, indenture, note or other instrument binding upon Lessee;
- (iii) no authority from or approval by any Governmental Entity or consent of any third party is required in connection with the making or validity of and the execution, delivery and performance of this Lease or the other documents referred to herein;
- (iv) there are no actions, suits or proceedings pending against or, to the Knowledge of Lessee, threatened against or affecting Lessee or any of its Affiliates, in any court or before or by any Governmental Entity, in which an adverse decision could materially and adversely affect the Lessee, the Facility or the Business;
- (v) Lessee is not insolvent and has no present intent (i) to file any voluntary petition in bankruptcy under any Chapter of 11 U.S.C. § 101, *et seq.* (the "Bankruptcy Code"), nor does it have any Knowledge that the filing of any involuntary petition in bankruptcy against it is threatened or imminent, or (ii) to seek relief, protection, reorganization, liquidation, dissolution or similar relief for debtors under any federal, state or local law, or in equity, or (iii) to cause its assets to be the subject of any bankruptcy or insolvency proceedings or the property of any bankruptcy or insolvency estate;
- (vi) To Lessee's Knowledge, Lessee and each of its Affiliates are in material compliance with all applicable laws, ordinances, rules, regulations and requirements of governmental authorities;

(vii) Lessee has not (A) received any notification or communication from any Governmental Entity asserting that Lessee is not in compliance with any law or order, (B) entered into or been subject to any order which has not been fully and finally resolved or terminated, or (C) been subject to any administrative, judicial, or other proceedings relating to any actual or alleged violation of, or liability under, any law or order, in each case of (A) – (C) which have not been fully and finally terminated or resolved with no continuing obligations or restrictions; and

(viii) Lessee, and Lessee's directors and officers and, to Lessee's Knowledge, their respective employees and agents, each acting in their capacity as such, are, and have at all times been, in compliance with applicable Sanctions, Anti-Money Laundering Laws, and Anti-Corruption Laws. Neither Lessee nor any of its Affiliates, nor any of their respective directors or officers, nor to Lessee's Knowledge, their respective employees, agents, or representatives, each acting in their capacity as such: (A) is a Blocked Person, (B) has violated or is in violation of any Sanctions, or has engaged or is engaging in any conduct which could result in its being targeted as a Blocked Person, (C) has received notice of or is otherwise aware of any Action or other inquiry with respect to compliance with or potential liability under any Anti-Corruption Laws, Anti-Money Laundering Laws, or Sanctions, or (D) is engaged or has been engaged in any dealings, directly or indirectly, with a Blocked Person.

8.6. Single Purpose Entity. Lessee represents, warrants, covenants and agrees that, except as set forth on Schedule 8.6, Lessee has been since its formation, and shall remain at all times during the Term, a Single Purpose Entity created for the sole purpose of leasing the Leased Property and operating the Facility in accordance with the terms of this Lease. Simultaneously with the execution of this Lease, and as requested by Lessor at other times during the Term, Lessee shall provide Lessor with evidence that Lessee is a Single Purpose Entity (except as otherwise set forth on Schedule 8.6) and is in good standing in the state of its organization and in the state in which the Leased Property is located.

8.7. Organizational Documents. Lessee shall not permit or suffer, without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed, (a) any material amendment or modification of its Organizational Documents (as defined below) or any material amendment or modification of any organizational documents of any constituent entity within Lessee, including, without limitation, any such amendment that changes Lessee's status as a Single Purpose Entity (subject to the permitted exceptions disclosed on Schedule 8.6) or any amendment changing the manager of Lessee, (b) any dissolution or termination of its existence or sale of substantially all of its assets, whether by sale, transfer, merger, consolidation or otherwise, or (c) a change in its state of formation or its name. Lessee has delivered, or shall deliver at Lessor's request, a true and complete copy of its articles of organization/certificate of formation and the LLC Agreement (collectively, the "Organizational Documents"). Lessee represents and warrants that the Organizational Documents (i) were duly executed and delivered, and (ii) are in full force and effect, binding upon Lessee, and enforceable in accordance with their terms.

ARTICLE IX REPAIRS; RESTRICTIONS

9.1. **Maintenance and Repair.**

(a) Lessee, at its expense, will keep the Leased Property and all private roadways, sidewalks and curbs appurtenant thereto, and Lessee's Personal Property, in good order and repair, ordinary wear and tear excepted (whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements, the age of the Leased Property or any portion thereof) and, except as otherwise provided in Article

XIV and Article XV, with reasonable promptness, will make all necessary and appropriate repairs thereto of every kind and nature (including any such repairs required to be made by Lessor) whether interior or exterior, structural or non-structural, ordinary or extraordinary, foreseen or unforeseen, or arising by reason of a condition existing prior to the commencement of the Term (concealed or otherwise). All repairs shall, to the extent reasonably achievable, be at least equivalent in quality to the original work. Lessee will not take or omit to take any action the taking or omission of which might materially impair the value or the usefulness of the Leased Property or any part thereof for the Primary Intended Use, will not, significantly alter the character or purpose, or detract from the value or operating efficiency of, the Leased Property nor significantly impair the revenue producing capability of the Leased Property nor adversely affect the ability of Lessee to comply with the provisions of this Lease. Such remodeling, modifications and additions shall, without payment by Lessor at any time, be included under the terms of this Lease and shall be the property of Lessor. Lessee shall notify Lessor of any and all repairs, improvements, additions, modifications and remodeling made to the Leased Property in excess of One Million and No/100 Dollars (\$1,000,000.00) and obtain consent from Lessor (which consent shall not be unreasonably withheld, conditioned or delayed) prior to making such repairs, improvements, additions, modifications or remodeling.

(b) Lessor shall not under any circumstances be required to build or rebuild any improvements on the Leased Property, or to make any repairs, replacements, alterations, restorations, or renewals of any nature or description to the Leased Property, whether ordinary or extraordinary or capital in nature, structural or non-structural, foreseen or unforeseen, or to make any expenditure whatsoever with respect thereto in connection with this Lease, or to maintain the Leased Property in any way.

(c) Nothing contained in this Lease and no action or inaction by Lessor shall be construed as (i) constituting the consent or request of Lessor, expressed or implied, to any contractor, subcontractor, laborer, materialman or vendor for the provision or performance of any labor or services or the furnishing of any materials or other property for the construction, alteration, addition, repair or demolition of or to the Leased Property or any part thereof, or (ii) giving Lessee any right, power or permission to contract for, or permit the performance of, any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against Lessor in respect thereof or to make any agreement that may create, or in any way be the basis for, any right, title, interest, lien, claim or other encumbrance upon the estate of Lessor in the Leased Property or any portion thereof.

(d) Unless Lessor conveys any of the Leased Property to Lessee pursuant to the provisions of this Lease, Lessee will, upon the expiration or prior termination of the Term, vacate and surrender the Leased Property to Lessor in the condition in which the Leased Property was originally received from Lessor, except as improved, constructed, repaired, rebuilt, restored, altered or added to as permitted or required by the provisions of this Lease and except for (i) ordinary wear and tear (subject to the obligation of Lessee to maintain the Leased Property in good order and repair during the entire Term), (ii) damage caused by the gross negligence or willful acts of Lessor, and (iii) damage or destruction as described in Article XIV or resulting from a Taking as described in Article XV, which Lessee is not required by the terms of this Lease to repair or restore.

9.2. Major Repairs. During each twelve (12) month period commencing on January 1, 2023, Lessee shall expend for Major Repairs at the Facility no less than an amount (subject to escalation as provided below) equal to the sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00 (the “Dollar Amount”) multiplied by the “number of beds” at the Facility. The “number of beds” shall be determined based upon the number of beds available for active use in the Facility, which shall not be reduced without the prior written consent of Lessor. The “number of beds” available for active use as of the Commencement Date is 114. Beginning January 1, 2024, and on each January 1 thereafter during the entire Term, the Dollar Amount to be multiplied by the number of beds as provided above shall be increased (and in no event

decreased) by the amount by which the CPI published for the month which is two (2) months prior to the applicable Adjustment Date shall have increased over the CPI figure published for the month which is two (2) months prior to the previous Adjustment Date. Lessee shall provide Lessor with invoices and other reasonably detailed documentation evidencing Lessee's compliance with this Section 9.2 within thirty (30) days after the end of each twelve (12) month period commencing on January 1, 2023 and otherwise as requested by Lessor from time to time.

9.3. **Encroachments; Restrictions.** If any of the Leased Improvements shall, at any time, encroach upon any property, street or right-of-way adjacent to the Leased Property, or shall violate the agreements or conditions contained in any federal, state or local law, restrictive covenant or other agreement affecting the Leased Property, or any part thereof, or shall impair the rights of others under any easement or right-of-way to which the Leased Property is subject, then, promptly upon the request of Lessor, Lessee shall, at its expense, subject to its right to contest the existence of any encroachment, violation or impairment, (i) obtain valid and effective waivers or settlements of all claims, liabilities and damages resulting from each such encroachment, violation or impairment, whether the same shall affect Lessor or Lessee or (ii) make such changes in the Leased Improvements, and take such other actions, as Lessor in the good faith exercise of its judgment deems reasonably practicable, to remove such encroachment, or to end such violation or impairment, including, if necessary, the alteration of any of the Leased Improvements, and, in any event, take all such actions as may be necessary to continue the operation of the Facility without such violation, encroachment or impairment. Any such alteration shall be made in conformity with the applicable requirements of Article X. Lessee's obligations under this Section 9.3 shall be in addition to, and shall in no way discharge or diminish any obligation of, any insurer under any policy of title or other insurance, and Lessee shall be entitled to a credit for any sums paid by Lessee and recovered by Lessor under any such policy of title or other insurance, less Lessor's costs and expenses to recover such sums.

ARTICLE X CAPITAL ADDITIONS

10.1. **Construction of Capital Additions to the Leased Property.**

(a) Provided that no Event of Default shall have occurred and be continuing, Lessee shall have the right, except as provided in Section 10.1(b) below, upon and subject to the terms and conditions set forth below, to construct or install Capital Additions on the Leased Property with the prior written consent of Lessor, not to be unreasonably withheld, conditioned or delayed. Lessee shall not be permitted to create any lien or encumbrance on the Leased Property in connection with such Capital Addition. Prior to commencing construction of any Capital Addition, Lessee shall, at Lessee's sole cost and expense, (i) submit to Lessor in writing for Lessor's prior approval a proposal setting forth in reasonable detail any proposed Capital Addition, (ii) submit to Lessor for Lessor's prior approval such plans and specifications, certificates of need, and other approvals, permits, licenses, contracts and other information concerning the proposed Capital Addition as Lessor may reasonably request, and (iii) obtain all necessary certificates of need, state licensure surveys, and all regulatory approvals of architectural plans. Without limiting the generality of the foregoing, such proposal shall indicate the approximate projected cost of constructing such Capital Addition, together with the use or uses to which it will be put.

(b) No Capital Additions shall be made without the consent of Lessor, which consent may be withheld in Lessor's sole discretion if the Capital Addition Cost of such proposed Capital Addition, when aggregated with the costs of all Capital Additions made by Lessee, would exceed one hundred percent (100.0%) of the annual Base Rent or if, in the reasonable judgment of Lessor, would diminish the value of the Leased Property. Furthermore, no Capital Addition shall be made which would tie in or connect the Leased Property and/or any Leased Improvements on the Leased Property with any other improvements on

property adjacent to the Leased Property (and not part of the Land covered by this Lease) including, without limitation, tie-ins of buildings or other structures or utilities, unless Lessee shall have obtained the prior written approval of Lessor, which approval may be granted or withheld in Lessor's sole discretion. All proposed Capital Additions shall be architecturally integrated and consistent with the Leased Property as reasonably determined by Lessor. Lessee will provide to Lessor, prior to commencing any proposed Capital Addition, certificates of insurance (including, but not limited to, endorsements increasing the insurance coverage, if any, at the time required by Section 13.1), required under the construction contract for the Capital Addition, showing Lessor and the Facility Lender, if any, as named obligees, additional insureds, and loss payees; payment and performance bonds and all other bonds reasonably required by Lessor and the Facility Lender and by any governmental authority applicable to the Capital Additions, naming Lessor and Facility Lender as named obligees, additional insureds and loss payees.

10.2. Capital Additions Financed by Lessee. If Lessee provides or arranges to finance any Capital Addition (except for Capital Additions arranged by Lessee but financed by Lessor), this Lease shall be and hereby is amended to provide as follows:

- (a) There shall be no adjustment in the Base Rent by reason of any such Capital Addition.
- (b) Such Capital Additions shall revert to, and become the property of, Lessor upon the expiration or termination of this Lease (unless Lessee purchases the Leased Property as provided herein).

10.3. Salvage. All materials that are scrapped or removed in connection with the making of either Capital Additions or repairs hereunder shall be or become the property of Lessee, and Lessee shall remove the same at its sole cost and expense.

ARTICLE XI LIENS

Subject to the provisions of Article XII relating to permitted contests, Lessee will not directly or indirectly create or allow to remain and will promptly discharge at its expense any lien, encumbrance, attachment, title retention agreement or claim upon the Leased Property or any attachment, levy, claim or encumbrance in respect of the Rent or any funds or amounts that are or will be provided by Lessor or its Affiliates to Lessee at any time during the Term in accordance with this Lease; not including, however, (a) this Lease, (b) the matters, if any, set forth in Exhibit B, (c) restrictions, liens and other encumbrances which are consented to in writing by Lessor, or any easements granted pursuant to the provisions of Section 7.3, (d) liens for those taxes of Lessor which Lessee is not required to pay hereunder, (e) liens for Impositions or for sums resulting from noncompliance with Legal Requirements so long as (1) the same are not yet payable or are payable without the addition of any fine or penalty or (2) such liens are in the process of being contested as permitted by Article XII, and (g) any liens which are the responsibility of Lessor pursuant to the provisions of Article XXXIV of this Lease. Unless otherwise expressly provided herein, Lessee shall not mortgage or grant any interest or security interest in, or otherwise assign, any part of Lessee's rights and interests in this Lease, the Leased Property or Lessee's Personal Property during the Term.

ARTICLE XII PERMITTED CONTESTS

Lessee, at Lessee's expense, may contest, by appropriate legal proceedings conducted in good faith and with due diligence, the amount, validity or application, in whole or in part, of any Imposition, Legal Requirement, Insurance Requirement, lien, attachment, levy, encumbrance, charge or claim not otherwise permitted by Article XI, provided that (a) in the case of an unpaid Imposition, lien, attachment, levy,

encumbrance, charge or claim, the commencement and continuation of such proceedings shall suspend the collection thereof from Lessor and from the Leased Property, (b) neither the Leased Property nor any Rent therefrom nor any part thereof or interest therein would, in Lessor's sole and absolute discretion, be in any immediate danger of being sold, forfeited, attached or lost, (c) in the case of a Legal Requirement, Lessor would not be in any danger whatsoever of civil or criminal liability for failure to comply therewith pending the outcome of such proceedings, (d) in the event that any such contest shall involve a sum of money or potential loss in excess of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00), then, in any such event, Lessee shall give such reasonable security as may be demanded by Lessor, (e) in the case of a Legal Requirement and/or an Imposition, lien, encumbrance or charge, Lessee shall give such reasonable security as may be demanded by Lessor to insure ultimate payment of the same and to prevent any sale or forfeiture of the affected portion of the Leased Property or the Rent by reason of such non-payment or non-compliance; provided, however, the provisions of this Article XII shall not be construed to permit Lessee to contest the payment of Rent (except as to contests concerning the method of computation or the basis of levy of any Imposition or the basis for the assertion of any other claim) or any other sums payable by Lessee to Lessor hereunder, (f) in the case of an Insurance Requirement, the coverage required by Article XIII shall be maintained, and (g) if such contest be finally resolved against Lessor or Lessee, Lessee shall, as Additional Charges due hereunder, promptly pay the amount required to be paid, together with all interest and penalties accrued thereon, or comply with the applicable Legal Requirement or Insurance Requirement. Lessor, at Lessee's expense, shall execute and deliver to Lessee such authorizations and other documents as may reasonably be required in any such contest and, if reasonably requested by Lessee or if Lessor so desires, Lessor shall join as a party therein. Further, Lessee shall deliver written notice to Lessor prior to commencing any such contest or appeal and, upon request of Lessor, Lessee shall promptly deliver to Lessor such documents and materials as shall be reasonably necessary to inform Lessor of Lessee's reason for commencing any such contest or proceeding, the current status of such contest or proceeding, and any other information as may be reasonably requested by Lessor in connection therewith. Lessee shall indemnify and save Lessor harmless against any liability, cost or expense of any kind that may be imposed upon Lessor in connection with any such contest and any loss resulting therefrom.

ARTICLE XIII INSURANCE

13.1. General Insurance Requirements

(a) During the Term, and subject to the provisions of Section 13.1(b) below, Lessee shall at all times keep the Leased Property and Lessee's Personal Property, insured against loss or damage from such causes as are customarily insured against, by prudent owners of similar facilities. Without limiting the generality of the foregoing, and subject to the provisions of Section 13.1(b) below, Lessee shall maintain in effect throughout the Term the kinds and amounts of insurance deemed necessary by Lessor and as described below. This insurance shall be written by insurance companies (i) acceptable to Lessor, (ii) that are rated at least an "A-VIII" or better by Best's Insurance Guide, and (iii) authorized, licensed and qualified to do insurance business in the state in which the Leased Property is located. The aggregate amount of coverage by a single company must not exceed Five Percent (5%) of the insurance company's policyholders' surplus. Except as otherwise expressly set forth in Section 4.4 and subsection (b) hereof, Lessee will pay or cause to be paid all Insurance Premiums for the insurance coverage required to be maintained pursuant to this Article XIII during the Term. The property and business interruption policies shall name Lessor (and any other entity that Lessor may deem necessary) as a named insured as respects coverage afforded the Leased Property under standard Insurance Services Offices (ISO) commercial property insurance endorsements CP1219 and CP1503, or manuscript equivalents, and as a loss payee under boiler and machinery and any other property insurance policy. The commercial general liability and excess or umbrella liability policies (and any other liability policies) shall name Lessor (and any other entity that Lessor may deem necessary)

as additional insured as respects liability arising from Lessee's use, occupancy or maintenance of the Leased Property. All property, business interruption and boiler and machinery losses shall be payable to Lessor and/or Lessee as provided in Article XIV. Each insurance policy required hereunder must, unless otherwise expressly provided herein (i) provide primary insurance without right of contribution from any other insurance carried by Lessor, (ii) contain express permission for Lessee to enter into a waiver of subrogation rights in favor of Lessor, or any right of setoff or counterclaim against any insured party thereunder including Lessor, (iii) permit Lessor to pay premiums at Lessor's discretion, and (iv) as respects any third party liability claim brought against Lessor, obligate the insurer to defend Lessor as an additional insured thereunder. In addition, the property, business interruption and boiler and machinery policies shall name as an additional insured all Facility Lenders, if any, by way of a standard or other acceptable form of mortgagee's loss payable endorsement. Any loss adjustment shall require the written consent of Lessor and each affected Facility Lender. Evidence or verification (as hereinafter defined) of insurance and/or Impositions shall be deposited with Lessor and, if requested, with any Facility Lender. If any provision of any Facility Instrument requires deposits of insurance to be made with such Facility Lender, Lessee shall either pay to Lessor monthly the amounts required and Lessor shall transfer such amounts to such Facility Lender or, pursuant to written direction by Lessor, Lessee shall make such deposits directly with such Facility Lender; provided, that any such deposits made shall be applied by Lessor or such Facility Lender to the payment of such insurance obligations as and when the same become due. The policies on the Leased Property, including the Leased Improvements, the Fixtures and Lessee's Personal Property, shall insure against the following risks:

(i) Commercial Property insurance written on a broad "all risk" or "special perils" policy form covering physical loss or damage to the Leased Property including building and improvements and betterments. Insured perils shall include, but not be limited to, fire, lightning, windstorm, water damage from plumbing systems or back-up of drains, back-up of sewers, hail, aircraft, riot, vehicle collision, explosion, smoke, vandalism, malicious mischief, flood, earth movement (including earthquake), theft, collapse, terrorism (only if the Leased Property is located inside metropolitan city limits with population exceeding 5,000,000), equipment breakdown, boiler and machinery, plate glass breakage, and perils typically provided under an Extended Coverage Endorsement, and other forms of broadened risk unless otherwise approved in writing by Lessor. Unless otherwise provided such coverage shall be in an amount equal to the Full Replacement Cost (as herein defined) value basis to the extent of the full insurable replacement value of the Leased Property to be determined by Lessor. The policy shall include coverage for mine subsidence. The policy exclusion applicable to faulty or defective design, workmanship or materials shall not apply to resultant damage to otherwise sound property. The policy must provide a sublimit of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) to cover reasonable expenses incurred by the insured or loss payee for professional services necessary to measure, quantify or determine the amount of any loss covered by this subparagraph (a)(i), such as appraisers, auditors, accountants, architects, and engineers (such expenses shall not include the insured's or loss payee's own employees or public adjusters). Unless otherwise provided hereunder, all policy deductibles shall be borne in full by Lessee and must not exceed, per occurrence, an amount in excess of Three Percent (3%), of the insurable value of the Leased Property as determined by Lessor. Further, in the event of a loss, Lessee shall abide by all provisions of the insurance contract, including proper and timely notice of the loss to the insurer. Lessee further agrees that it will notify Lessor of any loss in the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00) or greater and that no claim at or in excess of One Hundred Thousand and No/100 Dollars (\$100,000.00) shall be settled without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed.

(ii) Flood and earthquake insurance shall be required at a minimum amount equal to Twenty Percent (20%) of the Full Replacement Cost, but not to exceed a coverage amount of Ten Million and No/100 Dollars (\$10,000,000.00) unless the Leased Property is located in a flood plain or earthquake zone in which event higher coverages may be required by Lessor in its reasonable discretion. The deductible for any such insurance shall not exceed Three Percent (3%) of the insured values.

(iii) Rental Value insurance using standard ISO endorsement CP 1503, or its equivalent, naming Lessor as a named insured as respects rental value coverage on the Leased Property. Such endorsement shall require property insurer to send notice of cancellation or non-renewal to Lessor per Section 13.4 below.

(iv) Business interruption insurance covering lost earnings and continuing expenses, less rents due Lessor to the extent covered under subparagraph (iii) above, in an amount sufficient to cover not less than the aggregate amount of Lessee's earnings during (a) the actual time required to rebuild the Leased Property following loss or damage; or (b) twelve (12) months, whichever is longer, plus an additional extended period of indemnity of not less than ninety (90) days shall be provided. Coverage shall be written on an "actual loss sustained" form, for the same perils and other events as described in subparagraph (vi) below.

(v) Worker's compensation and Employers Liability insurance covering all of Lessee's employees in amounts that are customary for Lessee's industry.

(vi) Commercial General Liability in a primary amount of at least One Million and No/100 Dollars (\$1,000,000.00) per occurrence, bodily injury for injury or death of any one person and for Property Damage for damage to or loss of the property of others, subject to a Two Million and No/100 Dollars (\$2,000,000.00) annual aggregate policy limit applicable separately to this Facility for all bodily injury and property damage claims, occurring on or about the Leased Property or in any way related to the Leased Property, including but not limited to, any swimming pools or other rehabilitation and recreational facilities or areas that are located on the Leased Property otherwise related to the Leased Property. All allocated loss adjustment expenses, including defense costs, shall be in addition to the policy limits required above. Such policy shall include coverages found on the ISO Commercial General Liability Policy form CG 0001, occurrence policy form, current edition, with deductible amounts acceptable to Lessor. Lessee shall be responsible for funding all deductibles and retentions, including those which may be applicable to Lessor as an additional insured thereunder.

(vii) Automobile and vehicle liability insurance coverage for all owned, non-owned, leased or hired automobiles and vehicles in a primary limit amount of One Million and No/100 Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage. All allocated loss adjustment expenses, including defense costs, shall be in addition to the policy limits required above.

(viii) Umbrella liability insurance in the minimum amount of Ten Million and No/100 Dollars (\$10,000,000.00) for each occurrence and aggregate combined single limit for all liability. The umbrella shall follow form with the primary commercial general liability with respect to providing primary and non-contributory coverage to Lessor as an additional insured when required by written contract or agreement. The umbrella liability policy shall name in its underlying schedule the policies of commercial general liability, automobile/vehicle liability and employer's liability under the workers compensation policy.

(ix) Professional liability insurance for Lessee and all employed professionals (including any physicians) of Lessee in an amount not less than One Million and No/100 Dollars (\$1,000,000.00) per individual claim and Three Million and No/100 Dollars (\$3,000,000.00) annual aggregate. All contractors, agents and other persons (including physicians) who perform professional services for Lessee shall meet the required minimum insurance requirements of One Million and No/100 Dollars (\$1,000,000.00) per individual claim and Three Million and No/100 Dollars (\$3,000,000.00) annual aggregate.

(x) Employee Dishonesty coverage covering all employees with a limit of insurance not less than Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) per claim.

The term "Full Replacement Cost" as used herein, shall mean the actual replacement cost thereof from time to time, including increased cost of construction endorsement, less exclusions provided in the normal fire insurance policy. In the event either Lessor or Lessee believes that the Full Replacement Cost has increased or decreased at any time during the Term, it shall have the right to have such Full Replacement Cost re-determined by an impartial third party, hereinafter referred to as the "Impartial Appraiser." If the Lessor and Lessee are unable to agree on the selection of an Impartial Appraiser, each party shall select one appraiser, and the two appraisers so selected shall jointly select the Impartial Appraiser. The party desiring to have the Full Replacement Cost so re-determined shall forthwith, on receipt of such determination by such Impartial Appraiser, give written notice thereof to the other party. The determination of such Impartial Appraiser shall be final and binding on the parties, and Lessee shall forthwith increase, or may decrease, the amount of the insurance carried pursuant to this Section 13.1, as the case may be, to the amount so determined by the Impartial Appraiser. Lessee shall pay the fee, if any, of the Impartial Appraiser.

(b) Without limiting the generality of the foregoing, Lessor may, at its option, obtain and carry the property insurance and business interruption insurance as required under Sections 13.1(a)(i), (ii), (iii) and (iv) above and, in such event, shall provide Lessee with copies of the certificates evidencing such insurance promptly following Lessee's written request therefor. Lessee shall reimburse Lessor for the cost of such property insurance and business interruption insurance within fifteen (15) Business Days after its receipt from Lessor of a copy of the invoice for the premiums; provided, however, that if, Lessor elects not to purchase such property insurance and business interruption insurance, it shall notify Lessee in writing and Lessee shall obtain such insurance and pay all premiums for such coverages as otherwise required under this Lease. At Lessor's option, and provided that the costs of such coverages collectively do not exceed the costs of such insurance to be obtained by Lessee, Lessor may obtain the other insurance coverages as required herein in its own name and, in such event, Lessee shall reimburse Lessor for the costs of such coverages, including any required deductibles or retention payments, immediately upon request by Lessor. If any reimbursement of such insurance costs shall not be paid within fifteen (15) Business Days after demand from Lessor, Lessee, in addition to all other obligations hereunder, will pay Lessor, as Additional Charges, a late charge computed at the Overdue Rate and a late payment penalty computed at the Late Payment Penalty Rate on such amount, from the due date of such payment until Lessor's receipt thereof. Notwithstanding the foregoing, if required by Lessor pursuant to Section 3.2, all or a portion of the Insurance Premiums shall be paid as required under Section 3.2.

13.2. Additional Insurance. In addition to the insurance described above, Lessee may maintain additional insurance, or with higher limits, as Lessee may, from time to time, determine, in order to protect its own interest. Notwithstanding anything contained herein to the contrary, Lessor shall not be prohibited from purchasing and maintaining, at its sole cost and expense, such additional insurance as it may determine, in its sole discretion, to be necessary to protect its interest in the Leased Property.

13.3. **Waiver of Subrogation.** Lessor and Lessee hereby waive any and all rights of recovery against the other party, and its respective officers, agents and employees; for all injury, loss of or damage to persons or property, howsoever caused, including loss-of use, to the extent such injury, loss or damage is covered or should be covered by required insurance or any other insurance maintained by Lessor or Lessee, including sums within deductibles, retentions or self-insurance applicable thereto. This waiver applies to all first party property, business interruption, equipment, vehicle and workers compensation claims (unless prohibited under applicable state statutes), as well as third party liability claims. This waiver shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this agreement with respect to loss of, or damage to, property of the parties hereto. In as much as the above mutual waivers preclude the assignment of any aforesaid claim by way of subrogation to an insurance company, Lessor and Lessee agree to give immediately to each insurance company providing coverage under this Lease, written notice of the terms of said mutual waivers, and to have said insurance policies property endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waivers. Each party hereto shall indemnify the other party hereto against any loss or expense, including reasonable attorneys' fees, resulting from the failure to obtain such waiver from the insurer, if required.

13.4. **Form of Insurance.** All of the policies of insurance referred to herein shall be written in form reasonably satisfactory to Lessor and by insurance companies reasonably satisfactory to Lessor. Lessee shall pay all of the premiums therefor (except as otherwise provided herein), and shall deliver "verification" of insurance to Lessor as set forth below. All binders and policies delivered to Lessor as required in this Section 13.4 shall also include a statement of insured values or locations for all properties under such blanket policies that share coverage limits. Verification of insurance as used herein is defined as follows:

(a) At least five (5) Business Days prior to the Commencement Date, and thereafter, at least ten (10) Business Days prior to any insurance policy expiration date, Lessee shall provide verification of required insurance coverage for the following year which shall include the following:

(i) an ACORD 75 insurance binder, or similar type of insurance binder acceptable to Lessor, for each policy providing evidence of property and liability insurance in amounts as required hereunder and naming Lessor as a named insured under property coverage and an additional insured under commercial general liability and umbrella insurance, together with a sample or pro forma of each policy (if required by Lessor), together with written confirmation of each insurer's obligation to provide notice of cancellation or non-renewal of each;

(ii) a copy of property statement of values if Lessee maintains blanket insurance covering facilities other than the Leased Property; and

(iii) a summary of insurance program showing significant coverage limits, sublimits, deductibles and retentions.

(b) Thereafter, no later than the date that is thirty (30) days after the Commencement Date and any such insurance policy expiration date, Lessee shall provide further verification of insurance, which verification shall include (i) true and certified copies of the required insurance policies including blanket or specific endorsements adding Lessor as a loss payee under property coverage and an additional insured under commercial general liability and umbrella insurance, and providing notice of cancellation or non-renewal under the required insurance; and (ii) a copy of the property statement of values if Lessee maintains blanket insurance covering facilities other than the Leased Property.

In the event Lessee does not maintain the insurance required hereunder or pay the premiums as required hereunder, Lessor shall be entitled, but shall have no obligation, to obtain such insurance and pay the

premiums therefor, which premiums shall be repayable to Lessor as provided in this Lease, and failure to adhere to those repayment provisions shall constitute an Event of Default within the meaning of Section 16.1(a). Lessee acknowledges and agrees that any insurance policies, endorsements and/or binders or certificates that provide that the insurer will “endeavor to” give notice before same may be altered, allowed to expire, or canceled will not be acceptable to Lessor. Notwithstanding anything contained herein to the contrary, all policies of insurance required to be obtained by Lessee hereunder shall provide (i) that such policies will not lapse, terminate, be canceled, or be amended or modified to reduce limits or coverage terms unless and until Lessor has received not less than thirty (30) days’ prior written notice at Lessor’s notice address as specified in this Lease (the “Lessor’s Notice Address”), with a simultaneous copy to Reva Dinter at the same physical address, with email Rdinter@yakarpartners.com, and (ii) that in the event of cancellation due to non-payment of premium, the insurer will provide not less than ten (10) days’ prior written notice to Lessor at Lessor’s Notice Address, with a simultaneous copy to Reva Dinter at the same physical address, with email Rdinter@yakarpartners.com.

13.5. **Increase in Limits**. In the event that Lessor shall at any time in its reasonable determination deem the limits of the personal injury, property damage or general public liability insurance then carried to be insufficient, the parties shall endeavor to agree on the proper and reasonable limits for such insurance to be carried and such insurance shall thereafter be carried with the limits thus agreed on until further change pursuant to the provisions of this Section 13.5. If the parties shall be unable to agree thereon, the proper and reasonable limits for such insurance to be carried shall be determined by an impartial third party selected by the parties. Nothing herein shall permit the amount of insurance to be reduced below the amount or amounts required by any of the Facility Instruments.

13.6. **Blanket Policy**. Notwithstanding anything to the contrary contained in this Article XIII, Lessee’s obligations to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Lessee provided that:

(a) Any such blanket policy or policies are acceptable to and have been approved by Lessor, which approval shall not be unreasonably withheld, conditioned or delayed;

(b) Any such blanket policy or policies shall not be changed, altered or modified without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed; and

(c) Any such blanket policy or policies shall otherwise satisfy the insurance requirements of this Article XIII (including the requirement of thirty (30) days’ written notice before the expiration or cancellation of such policies as required by Section 13.4) and shall provide for deductibles in amounts acceptable to Lessor. Any aggregate policy limits within such blanket insurance policies shall apply separately to the Leased Property.

13.7. **No Separate Insurance**. Lessee shall not, on Lessee’s own initiative or pursuant to the request or requirement of any third party, take out separate insurance concurrent in form or contributing in the event of loss with that required in this Article XIII to be furnished by, or which may reasonably be required to be furnished by, Lessee, or increase the amounts of any then existing insurance by securing an additional policy or additional policies, unless all parties having an insurable interest in the subject matter of the insurance, including in all cases Lessor and all Facility Lenders, are included therein as additional insureds and the loss is payable under said insurance in the same manner as losses are required to be payable under this Lease. Lessee shall immediately notify Lessor of the taking out of any such separate insurance or of the increasing of any of the amounts of the then existing insurance by securing an additional policy or additional policies.

ARTICLE XIV
FIRE AND CASUALTY

14.1. **Insurance Proceeds.** All proceeds payable by reason of any loss or damage to the Leased Property, or any portion thereof, and insured under any policy of insurance required by Article XIII shall be paid to Lessor and held by Lessor in trust (subject to the provisions of Section 14.7) and shall be made available for reconstruction or repair, as the case may be, of any damage to or destruction of the Leased Property, or any portion thereof, and shall be paid out by Lessor from time to time for the reasonable cost of such reconstruction or repair. Any excess proceeds of insurance remaining after the completion of the restoration or reconstruction of the Leased Property (or in the event neither Lessor nor Lessee is required or elects to repair and restore, all such insurance proceeds) shall be retained by Lessor free and clear upon completion of any such repair and restoration except as otherwise specifically provided below in this Article XIV. All salvage resulting from any risk covered by insurance shall belong to Lessor except that any salvage relating to Capital Additions paid for by Lessee or to Lessee's Personal Property shall belong to Lessee.

14.2. **Reconstruction in the Event of Damage or Destruction Covered by Insurance.**

(a) Except as provided in Section 14.7, if during the Term the Leased Property is totally or partially destroyed from a risk covered by the insurance described in Article XIII, Lessee shall restore the Leased Property to substantially the same condition as existed immediately before the damage or destruction, whether or not the Leased Property is rendered Unsuitable for its Primary Intended Use. Such damage or destruction shall not terminate this Lease.

(b) If the cost of the repair or restoration exceeds the amount of proceeds received by Lessor from the insurance required under Article XIII, Lessee shall be obligated to contribute any excess amount needed to restore the Leased Property prior to use of the insurance proceeds. Such amount shall be paid by Lessee to Lessor (or a Facility Lender if required) to be held in trust together with any other insurance proceeds for application to the cost of repair and restoration.

14.3. **Intentionally Omitted.**

14.4. **Lessee's Personal Property.** All insurance proceeds payable by reason of any loss of or damage to any of Lessee's Personal Property or Capital Additions financed by Lessee shall be paid to Lessee and promptly applied by Lessee to pay the cost of repairing or replacing the damage to Lessee's Personal Property or the Capital Additions financed by Lessee.

14.5. **Restoration of Lessee's Property.** If Lessee is required or elects to restore the Leased Property as provided in Sections 14.2 or 14.3, Lessee shall also restore all alterations and improvements made to Lessee's Personal Property and all Capital Additions paid for by Lessee.

14.6. **No Abatement of Rent.** This Lease shall remain in full force and effect, and Lessee's obligation to pay Rent and all other charges required by this Lease shall remain unabated during any period required for repair and restoration; provided that Lessee shall receive credit for any payments Lessor receives under any business interruption insurance.

14.7. **Damage Near End of Term.** Notwithstanding any provisions of Sections 14.2 or 14.3 to the contrary, if damage to or destruction of the Leased Property occurs during the last twenty-four (24) months of the Term, and if such damage or destruction cannot be fully repaired and restored within six (6) months immediately following the date of such loss as determined in Lessor's reasonable discretion, either party shall have the right to terminate this Lease by giving notice to the other within thirty (30) days after the date

of damage or destruction, in which event Lessor shall be entitled to retain the insurance proceeds and Lessee shall pay to Lessor on demand the amount of any deductible or uninsured loss arising in connection therewith; provided, however, that any such notice given by Lessor shall be void and of no force and effect if Lessee exercises its option to extend the Term for the Extension Term within thirty (30) days following receipt of such termination notice.

14.8. **Waiver**. Lessee hereby waives any statutory or common law rights of termination which may arise by reason of any damage to or destruction of the Leased Property.

ARTICLE XV CONDEMNATION

15.1. **Definitions**.

(a) “Award” means all compensation, sums or anything of value awarded, paid or received on a total or partial Condemnation.

(b) “Condemnation” means (i) the exercise of any governmental power, whether by legal proceedings or otherwise, by a Condemnor or (ii) a voluntary sale or transfer by Lessor to any Condemnor, either under threat of Condemnation or while legal proceedings for Condemnation are pending.

(c) “Condemnor” means any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

(d) “Date of Taking” means the date the Condemnor has the right to possession of the property being condemned.

15.2. **Parties' Rights and Obligations**. If during the Term there is any Taking of all or any part of the Leased Property or any interest in this Lease by Condemnation, the rights and obligations of the parties shall be determined by this Article XV.

15.3. **Total Taking**. If there is a Taking of all of the Leased Property by Condemnation, this Lease shall terminate on the Date of Taking.

15.4. **Partial Taking**. If there is a Taking of a portion of the Leased Property by Condemnation, this Lease shall remain in effect if the Leased Property is not thereby rendered Unsuitable for its Primary Intended Use. If, however, the Leased Property is thereby rendered Unsuitable for its Primary Intended Use, Lessee shall restore the Leased Property, at its own expense and to the extent possible, to substantially the same condition as existed immediately before the partial Taking.

15.5. **Restoration**. If there is a partial Taking of the Leased Property and this Lease remains in full force and effect pursuant to Section 15.4, Lessee shall accomplish all necessary restoration at Lessee's expense.

15.6. **Award Distribution** The entire Award shall belong to and be paid to Lessor; provided, however, that if this Lease is terminated pursuant to this Article XV, and subject to the rights of any Facility Lender, Lessee shall be entitled to receive a sum attributable to Lessee's Personal Property and any reasonable removal and relocation costs; provided, in each case, the Award specifically includes such items. Lessor agrees that its portion of the Award shall be used for restoration of the Leased Property (subject to the rights of any Facility Lender), and it shall hold such portion of the Award in trust for application to the cost of the restoration.

15.7. **Temporary Taking.** The Taking of the Leased Property, or any part thereof, by military or other public authority shall constitute a Taking by Condemnation only when the use and occupancy by the Taking authority has continued for longer than three (3) months. During any such three (3)-month period all the provisions of this Lease shall remain in full force and effect and the Rent shall not be abated or reduced during such period of Taking.

ARTICLE XVI DEFAULT

16.1. **Events of Default.** The occurrence of any one or more of the following events (individually, an "Event of Default") shall constitute Events of Default hereunder:

(a) if Lessee shall fail to make a payment of the Rent or any other monetary payment due and payable by Lessee under or pursuant to this Lease, including, but not limited to, payments of Impositions for periods prior to, including or after the Commencement Date, which are not being contested as provided in Article XII, when the same becomes due and payable, and such failure is not cured by Lessee within a period of five (5) days after Lessee's receipt of written notice thereof from Lessor; provided, however, that in no event shall Lessor be required to give more than two (2) notices and cure periods for Lessee's failure to make payments of Rent or other monetary payments in any consecutive twelve (12) month period.

(b) Intentionally omitted.

(c) if Lessee shall fail to observe or perform any other term, covenant or condition of this Lease and such failure is not cured by Lessee within a period of twenty (20) days after receipt by Lessee of written notice thereof from Lessor (except that in the event Lessee shall fail to comply with any request pursuant to Sections 35.3 and 35.4 hereof, and such failure shall continue for five (5) days after receipt by Lessee of such request from Lessor), unless such failure cannot with due diligence be cured within a period of twenty (20) days (in Lessor's reasonable discretion), in which case such failure shall not be deemed to continue so long as Lessee commences to cure such failure within the twenty (20) day period and proceeds with due diligence to complete the curing thereof within thirty (30) days after receipt by Lessee of Lessor's notice of default (it being understood and agreed that in no event shall any cure period exceed thirty (30) days); provided, however, in no event shall Lessor be required to give more than one (1) notice and cure period for Lessee's failure to observe or perform the same (or repetitive) covenant or condition in any consecutive twelve (12) month period; or

(d) if Lessee shall (i) admit in writing its inability to pay its debts as they become due; or (ii) file a petition in bankruptcy as a petition to take advantage of any insolvency act; or (iii) be declared insolvent according to any law; or (iv) make any general assignment for the benefit of its creditors; or

(e) if (i) the estate or interest of Lessee in the Leased Property or any part thereof shall be levied upon or attached in any proceeding and the same shall not be vacated or discharged within the later of ninety (90) days after commencement thereof or thirty (30) days after receipt by Lessee of written notice thereof from Lessor (unless Lessee shall be contesting such lien or attachment in good faith in accordance with Article XII); or (ii) any petition shall be filed against Lessee to declare Lessee bankrupt, to take advantage of any insolvency act, or to delay, reduce or modify Lessee's capital structure and the same shall not be removed or vacated within ninety (90) days from the date of its creation, service or attachment; or (iii) Lessee shall, after a petition in bankruptcy is filed against it, be adjudicated a bankrupt, or a court of competent jurisdiction shall enter an order or decree, with or without the consent of Lessee appointing a trustee, examiner or receiver of Lessee or the whole or substantially all of its property, or approving a petition filed against Lessee seeking reorganization or arrangement of Lessee under the federal bankruptcy

laws or any other applicable law or statute of the United States of America or any state thereof, and such judgment, order or decree shall not be vacated or set aside or stayed within ninety (90) days from the date of the entry thereof; or

(f) if Lessee's License (as defined in Article XXXV) or participation or certification in Medicare, Medicaid or other governmental payor programs is terminated; or

(g) a Change of Control Transaction shall occur; or

(h) if Lessee abandons or vacates the Leased Property (Lessee's absence from the Leased Property for five (5) consecutive days shall constitute abandonment), or Lessee fails to continuously operate the Facility in accordance with the terms of this Lease, unless the failure to operate is in connection with restoration of the Leased Property due to damage, destruction or a Taking; or

(i) if Lessee shall be liquidated or dissolved, or shall sell or permit the sale or divestiture of substantially all of its assets, or begin proceedings toward any of the foregoing; or

(j) Intentionally omitted; or

(k) if Lessee defaults under any Tenant Lease which (i) requires annual rent payments in excess of \$100,000 or (ii) pertains to Tenants that provide any healthcare services at the Facility, and such default is not cured within the applicable cure period as provided in the applicable Tenant Lease, or Lessee fails or refuses to enforce the terms and conditions of any such Tenant Lease; or

(l) if a default or event of default occurs, or an event or condition occurs that, with notice or passage of time, would constitute such a default or event of default, with respect to any obligation of Lessee which is in excess of One Million Dollars (\$1,000,000.00) (each a "Material Obligation") and such default or event of default is not cured within the applicable cure period provided by the document evidencing the Material Obligation; or

(m) An "Event of Default" under one or both of the Hoboken Lease or the J.C. Opco Lease shall be continuing; or

(n) If any financial statement or other report, materials or information required to be delivered under Article XXIII is not delivered within the timeframes provided therein, and such failure is not cured by Lessee within a period of fifteen (15) Business Days after Lessee's receipt of written notice thereof from Lessor.

As used in this Lease, the term "Major Event of Default" shall mean the occurrence of (A) any one or more of the Events of Default described in the foregoing Sections 16.1(a), (d), (e), (f), (g) or (n) or (B) a "Major Event of Default" under (and as defined in) the Hoboken Lease or the J.C. Opco Lease; provided, however, the Event of Default described in Section 16.1(f) shall not be deemed a Major Event of Default unless Lessee fails to cure such Event of Default within thirty (30) days after the date of such occurrence. If a Major Event of Default has occurred, Lessor shall have the right at its election, then or at any time thereafter, to pursue any one or more of the following remedies, in addition to any remedies which may be permitted by law (and in the case of an Event of Default under Section 16.1(d) or (e), the rights and remedies of the Lessor shall include those set forth in Section 37.2 hereof), by other provisions of this Lease or otherwise, without notice or demand, except as hereinafter provided:

A. Without any notice or demand whatsoever, Lessor may take any one or more of the actions permissible at law to ensure performance by Lessee of Lessee's covenants and obligations under this Lease.

In this regard, it is agreed that if Lessee deserts, abandons, or vacates the Leased Property, Lessor may enter upon and take possession of such Leased Property to protect it from deterioration and continue to demand from Lessee Rent and other charges as provided in this Lease, without any obligation to relet (except to the extent expressly required by applicable law); but if Lessor does elect to relet the Leased Property (on such terms and conditions as Lessor, in its sole discretion, shall deem reasonable), such action by Lessor shall not be deemed an acceptance of Lessee's surrender of the Leased Property unless Lessor expressly notifies Lessee of such acceptance in writing pursuant to subsection B of this Section 16.1, Lessee hereby acknowledging that Lessor shall otherwise be reletting as Lessee's agent and Lessee furthermore hereby agreeing to pay to Lessor on demand any deficiency that may arise between the Rent and other charges as provided in this Lease and that are actually collected by Lessor.

B. Lessor, or anyone acting on Lessor's behalf, may without notice or demand to Lessee, enter the Leased Property, by force, if necessary, without liability to action for prosecution or damages for such entry or for the manner thereof, to distrain, levy, take possession of, and sell all goods and chattels at auction, and pay all sums owing to Lessor out of the proceeds, including, without limitation, the Rents and Additional Charges related or necessary to operate the Leased Property and the Facility for the Primary Intended Use, as well as a sum equal to Five Percent (5%) of the amount of the levy as commissions to the constable or other person making the levy. Lessee hereby releases and discharges Lessor and its agents from all claims, actions, suits, damages and penalties for or by reason of any entry, distrain, levy, appraisement or sale. Lessee expressly waives in favor of Lessor the benefit of all laws now made or which may hereafter be made limiting goods or chattels upon which, or the time within which, distress is to be made after removal of such goods and chattels, and further relieves Lessor of the obligations of proving or identifying such goods and chattels, it being the purpose and intent of this provision that all goods and chattels of Lessee, whether upon the Leased Property or not, shall be liable to distress for Rent under this Lease. Lessee authorizes the sale of any goods and chattels distrained for Rent at any time after five (5) days from said restraint without any appraisement or condemnation thereof. Lessee agrees to reimburse Lessor on demand for all expenses, including, without limitation, reasonable attorneys' fees and expenses, that Lessor may incur in effecting compliance with Lessee's obligations under this Lease, and Lessee further agrees that Lessor shall not be liable for any damages resulting to Lessee from such action.

C. Lessor may immediately terminate Lessee's right of possession of the Leased Property, but not terminate this Lease, and without notice or demand, except as may be required by applicable law, enter upon the Leased Property or any part thereof and take absolute possession of the same, and at Lessor's sole option may relet the Leased Property or any part thereof for such terms and such rents as Lessor may reasonably elect. In the event Lessor shall elect to so relet, then rent received by Lessor from such reletting shall be applied in the manner set forth in Section 16.4, and Lessee shall satisfy and pay any deficiency upon demand therefor from time to time. Any entry into and possession of the Leased Property by Lessor shall be without liability or responsibility to Lessee and shall not be in lieu of or in substitution for any other legal rights or Lessor hereunder. Lessee further agrees that Lessor may file suit to recover any sums due under the terms of this Lease and that no recovery of any portion due Lessor hereunder shall be any defense to any subsequent action brought by Lessor for any other amounts not reduced to judgment in favor of Lessor. Reletting of the Leased Property shall not be construed as an election on the part of Lessor to terminate this Lease and, notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for default.

D. Lessor may terminate this Lease by written notice to Lessee, in which event Lessee shall immediately surrender the Leased Property to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which Lessor may have for possession or arrearages in Rent or any other payments under this Lease (including any interest and payment penalty which may have accrued pursuant to the terms of this Lease), enter upon and take possession of the Leased Property and expel or remove

Lessee and any other person who may be occupying the Leased Property or any part thereof, by force, if necessary, without being liable for prosecution or any claim for damages therefor. Lessee hereby waives any statutory requirement of prior written notice for filing eviction or damage suits for nonpayment of Rent or any other payments under this Lease. In addition, Lessee agrees to pay to Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of any termination effected pursuant to this subsection D, which loss and damage shall be determined, at Lessor's option, by either of the following alternative measures of damages:

- (i) Until Lessor is able to relet the Leased Property, although Lessor shall be under no obligation to attempt to do so (unless expressly required by applicable law), Lessee shall pay to Lessor, on or before the first day of each calendar month, the monthly rentals and other charges provided in this Lease. After the Leased Property has been relet by Lessor, Lessee shall pay to Lessor on the tenth (10th) day of each calendar month the difference between the monthly rentals and other charges provided in this Lease for the preceding calendar month, had this Lease not been terminated, and those actually collected by Lessor for that month. If it is necessary for Lessor to bring suit to collect any deficiency, Lessor shall have the right to allow such deficiencies to accumulate and to bring an action on several or all of the accrued deficiencies at one time. Any such suit shall not prejudice in any way the right of Lessor to bring a similar action for any subsequent deficiency or deficiencies. Any amount collected by Lessor from subsequent Tenants for any calendar month, in excess of the monthly rentals and other charges provided in this Lease had it not been terminated, shall be credited to Lessee in reduction of Lessee's liability (had this Lease not been terminated) for any calendar month for which the amount collected by Lessor will be less than the monthly rentals and other charges provided in this Lease had it not been terminated, but Lessee shall have no right to any excess other than the above described credit.
- (ii) When Lessor desires, Lessor may demand a final settlement. Upon demand for a final settlement, Lessor shall have a right to, and Lessee hereby agrees to pay, the difference between the total of all monthly rentals and other charges provided in this Lease for the remainder of the Term had this Lease not been terminated and the reasonable rental value of the Leased Property for such period, with such difference to be discounted to present value at a rate equal to the lowest rate of capitalization (highest present worth) reasonably applicable at the time of such determination and allowed by applicable law, or, at Lessor's option, a fixed discount rate of Four Percent (4%) per annum.

If Lessor elects to exercise the remedies prescribed in subsections A, B or C above, this election shall in no way prejudice Lessor's right at any time thereafter to cancel said election in favor of the remedy prescribed in subsection D or elsewhere in this Lease. Similarly, if Lessor elects to compute damages in the manner prescribed by subsection D(i) above, this election shall in no way prejudice Lessor's right at any time thereafter to demand a final settlement in accordance with this subsection D(ii). Pursuit of any of the above remedies shall not preclude pursuit of any other remedies prescribed in other sections of this Lease and any other remedies provided by law or equity. Forbearance by Lessor to enforce one or more of the remedies herein provided upon a Major Event of Default shall not be deemed or construed to constitute a waiver of such Major Event of Default.

E. In the event that Lessor has either repossessed the Leased Property or has terminated this Lease pursuant to the foregoing provisions of this Lease, and Lessor elects to enter upon the Leased Property as provided herein, Lessor may change, alter, and/or modify the door locks on all entry doors of the Leased Property, thereby permanently excluding Lessee and its officers, principals, agents, employees, representatives and invitees therefrom. Lessor shall not thereafter be obligated to provide Lessee with a key to the Leased Property at any time, regardless of any amounts subsequently paid by Lessee; provided,

however, that in any such instance, during Lessor's normal business hours and at the convenience of Lessor, and upon receipt of written request from Lessee accompanied by such written waivers and releases as Lessor may require, Lessor may either (at Lessor's option) (1) escort Lessee or its authorized, personnel to the Leased Property to retrieve any personal belonging or other property of Lessee not subject to any applicable Lessor's lien or security interest, or (2) obtain a list from Lessee of such personal property not subject to any applicable Lessor's lien or security interest that Lessor intends to remove, whereupon Lessor shall remove such property and make it available to Lessee at a time and place designated by Lessor. However, if Lessor elects option (2), Lessee shall pay, in cash in advance, all costs and expenses estimated by Lessor to be incurred in removing such property and making it available to Lessee and all moving and/or storage charges theretofore incurred by Lessor with respect to such property (plus an additional Fifteen Percent (15%) thereof to cover Lessor's administrative costs). If Lessor elects to exclude Lessee from the Leased Property without repossessing or terminating pursuant to the foregoing provisions of this Lease, then Lessor shall not be obligated to provide Lessee a key to re-enter the Leased Property until such time as all delinquent Rent has been paid in full and all other defaults, if any, have been completely cured to Lessor's satisfaction (if such cure occurs prior to any actual repossession or termination), and Lessor has been given assurance reasonably satisfactory to Lessor evidencing Lessee's ability to satisfy its remaining obligations under this Lease. To the extent permitted by laws, the foregoing provision shall override and control any conflicting provisions of any applicable statute governing the right of a lessor to change the door locks of commercial leases.

F. Lessor may, in addition to any other available remedies, at Lessor's option, immediately and upon delivery of a written notice to Lessee (a "Removal Notice"), require Lessee to replace the Management Company with a company acceptable to Lessor, (in each case, a "Substitute Management Company"). In such case, Lessee shall be obligated to enter into a new management agreement with the Substitute Management Company that is in form and substance reasonably satisfactory to Lessor.

G. In addition to any other available remedies, at Lessor's option, Lessor shall have the right to effect a transfer of the Licenses pursuant to the terms of Article XXXV hereof.

H. If this Lease or any part hereof is assigned, or if the Leased Property, or any part thereof is relet, Lessee hereby irrevocably constitutes and appoints Lessor as Lessee's agent to collect the rents and all other sums due by such assignee or Tenant and apply the same to the Rent due hereunder without in any way affecting Lessee's obligation to pay any unpaid balance of Rent due hereunder.

I. Intentionally Omitted.

J. Exercise any and all other rights and/or remedies granted or allowed to landlords by any existing or future statute, act of assembly or other law of the State of New Jersey in cases where a landlord seeks to enforce rights arising under a lease against a tenant who has defaulted or otherwise breaches the terms of such lease.

K. In the event, and only in the event, that applicable law expressly requires Lessor to attempt to mitigate damages following the termination of Lessee's rights hereunder, Lessor shall use reasonable efforts to the extent required by applicable law to relet the Leased Property on such terms and conditions as Lessor, in its sole good faith judgment, may determine (including without limitation a term different than the Term, rental concessions, alterations and repair of the Leased Property); provided, however, that (i) Lessor shall not be obligated to relet the Leased Property before leasing other vacant space owned or operated by Lessor, (ii) Lessor reserves the right to refuse to lease the Leased Property to any potential tenant that does not meet Lessor's reasonable standards and criteria for leasing any other comparable space owned or operated by Lessor (it being understood and agreed that it shall be deemed reasonable for Lessor

to refuse to lease to a prospective tenant who owns, leases or operates a facility similar to the Facility in Hudson County, New Jersey), and (iii) Lessor shall not be obligated to undertake any greater efforts to relet the Leased Property than Lessor utilizes to lease any other vacant space owned or operated by Lessor. In any proceeding in which Lessor's efforts to mitigate damages and/or its compliance with this subsection is at issue, Lessor shall be presumed to have used reasonable efforts to mitigate damages, and Lessee shall bear the burden of proof to establish that such reasonable efforts were not used.

L. No receipt of moneys by Lessor from Lessee after a termination of this Lease or of Lessee's rights under this Lease by Lessor shall reinstate, continue or extend the Term of this Lease or affect any notice theretofore given to Lessee, or operate as a waiver of the right of Lessor to enforce the payment of Rent and any related amounts to be paid by Lessee to Lessor then due or thereafter falling due, it being agreed that after the commencement of suit for possession of the Leased Property, or after final order or judgment for the possession of the Leased Property, Lessor may demand, receive and collect any moneys due or thereafter falling due without in any manner affecting such suit, order or judgment, all such money collected being deemed payments on account of the use and occupation of the Leased Property, or, at the election of Lessor, on account of Lessee's liability hereunder. Lessee hereby waives any and all rights of redemption provided by any law, statute or ordinance now in effect or which may hereafter be enacted.

If any Event of Default other than a Major Event of Default has occurred, Lessor shall have the right at its election, then or at any time thereafter, to pursue any one or more of the following remedies: (1) delivery of a Removal Notice and all other available remedies under the foregoing subsection F hereof, or (2) immediate termination of this Lease by written notice to Lessee, in which event Lessee's tenancy hereunder shall become a tenancy at-will as provided in, and subject to the applicable provisions of, Article XIX hereof; provided, however, that until a Major Event of Default shall have occurred, Lessor shall forbear from exercising its remedies to evict or otherwise remove Lessee from possession hereunder.

If Lessor brings an action to enforce any provision of this Lease in which it is found that an Event of Default or a Major Event of Default has occurred, Lessee shall pay to Lessor all reasonable costs and other expenses that may become payable as a result thereof, including reasonable attorneys' fees and expenses.

No right or remedy herein conferred upon or reserved to Lessor is intended to be exclusive of any other right or remedy, and every right and remedy shall be cumulative and in addition to any other legal or equitable right or remedy given hereunder, or at any time existing. The failure of Lessor to insist upon the strict performance of any provision or to exercise any option, right, power or remedy contained in this Lease shall not be construed as a waiver or a relinquishment thereof for the future. Receipt by Lessor of any Rent or any other sum payable hereunder with knowledge of the breach of any provision contained in this Lease shall not constitute a waiver of such breach, and no waiver by Lessor of any provision of this Lease shall be deemed to have been made unless made under signature of an authorized representative of Lessor.

16.2. **Additional Expenses.** It is further agreed that, in addition to payments required pursuant to Section 16.1 above and the provisions of Section 37.3, if an Event of Default has occurred, Lessee shall compensate Lessor for (i) all expenses incurred by Lessor or its Affiliates in repossessing the Leased Property (including among other expenses, any increase in insurance premiums caused by the vacancy of the Leased Property), (ii) all expenses incurred by Lessor or its Affiliates in reletting (including among other expenses, repairs, remodeling, replacements, advertisements and reasonable brokerage fees), (iii) all concessions granted to a new Tenant or Tenants upon reletting (including among other concessions, renewal options), (iv) Lessor's reasonable attorneys' fees and expenses, and (v) all losses incurred by Lessor or its Affiliates as a direct or indirect result of such Event of Default (including among other losses any adverse action by mortgagees).

16.3. **Waiver**. If this Lease is terminated pursuant to Section 16.1, Lessee waives, to the extent permitted by applicable law, (a) any right of redemption, re-entry or repossession, (b) any right to a trial by jury in the event of summary proceedings to enforce the remedies set forth in this Article XVI, and (c) the benefit of any laws now or hereafter in force exempting property from liability for rent or for debt.

16.4. **Application of Funds**. Any payments otherwise payable to Lessee which are received by Lessor under any of the provisions of this Lease during the existence or continuance of any Event of Default shall be applied to Lessee's obligations in the order which Lessor may reasonably determine or as may be prescribed by the laws of the state in which the Facility is located.

16.5. **Notices by Lessor**. The provisions of this Article XVI concerning notices shall be liberally construed insofar as the contents of such notices are concerned, and any such notice shall be sufficient if reasonably designed to apprise Lessee of the nature and approximate extent of any default, it being agreed that Lessee is in as good or a better position than Lessor to ascertain the exact extent of any default by Lessee hereunder.

ARTICLE XVII LESSOR'S RIGHT TO CURE

17.1. **Lessor's Right to Cure**. If Lessee shall fail to make any payment, or to perform any act required to be made or performed under this Lease and to cure the same within the relevant time periods provided in Section 16.1, or if Lessee shall fail to make payment or to perform any Material Obligation, including any obligation relating to any receivables or working capital loan or financing provided to Lessee for the purchase or lease of Lessee's Personal Property (collectively the "RFFE Loans") and to cure such failure within the relevant time period provided in the document evidencing such Material Obligation, Lessor, without waiving or releasing any obligation or Event of Default, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Lessee, and may, to the extent permitted by law, enter upon the Leased Property for such purpose and take all such action thereon as, in Lessor's opinion, may be necessary or appropriate therefor. No such entry shall be deemed an eviction of Lessee. All sums so paid by Lessor and all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses, in each case, to the extent permitted by law) so incurred, together with a late charge thereon (to the extent permitted by law) at the Overdue Rate from the date on which such sums or expenses are paid or incurred by Lessor, shall be paid by Lessee to Lessor on demand. Lessee shall provide to Lessor immediate written notice of any default or event of default (or the occurrence of any event or condition that would with notice or the passage of time constitute such a default or event of default) with respect to any Material Obligation, including any RFFE Loan. The obligations of Lessee and rights of Lessor contained in this Article shall survive the expiration or earlier termination of this Lease.

17.2. **Survival of Obligations**. The obligations and rights of Lessor and Lessee contained in this Article XVII shall survive the expiration or earlier termination of this Lease.

ARTICLE XVIII INTENTIONALLY OMITTED

ARTICLE XIX HOLDING OVER

19.1. **Tenancy at Will**. If Lessee shall for any reason remain in possession of the Leased Property after the expiration of the Term or any earlier termination of the Term, such possession shall be as a tenancy at will. During such tenancy at will, except as otherwise expressly provided in this Article XIX, Lessee shall be obligated to perform and observe all of the terms, covenants and conditions of this Lease, but shall have

no rights hereunder (or pursuant to any other provision of this Lease) other than the right, to the extent given by law to tenancies at will, to continue its occupancy and use of the Leased Property. Except as otherwise expressly provided in this Article XIX, nothing contained herein shall constitute the consent, express or implied, of Lessor to the holding over of Lessee after the expiration of the Term or earlier termination of this Lease.

19.2. Holdover Obligations After Event of Default Other Than Major Event of Default. During any such tenancy at will following any earlier termination of the Term resulting from the occurrence of an Event of Default other than Major Event of Default, Lessee shall continue to pay the applicable monthly Base Rent, all Additional Charges, and all other sums, if any, payable by Lessee pursuant to the provisions of this Lease with respect to the Leased Property. During such period of tenancy at will and until the occurrence of a Major Event of Default, Lessee shall also be obligated to perform and observe all of the terms, covenants and conditions of this Lease, but shall have no rights hereunder; provided, however, that Lessee shall have the right, to the extent given by law to tenancies at will and as otherwise provided in this Lease, to (a) continue its occupancy and use of the Leased Property in accordance with the terms of this Lease and (b) receive any excess insurance proceeds as provided in Article XIV of this Lease; provided, further, however, that none of the foregoing rights of the Lessee shall be construed to limit Lessor's rights and remedies with respect to excess insurance proceeds or otherwise as provided in this Lease and the Other Agreements.

19.3. Holdover Obligations After Expiration or Major Event of Default. During any such tenancy at will following the expiration of the Term or following the occurrence of a Major Event of Default, Lessee shall pay, as rental each month, the sum of (a) one and one-half (1.5) times the amount equal to one-twelfth (1/12) of the aggregate Base Rent payable with respect to the last complete Lease Year prior to the expiration of the Term, (b) all Additional Charges accruing during the month, and (c) all other sums, if any, payable by Lessee pursuant to the provisions of this Lease with respect to the Leased Property. During any such period of tenancy at will following the expiration of the Term or the occurrence of a Major Event of Default, Lessee shall also be obligated to perform and observe all of the terms, covenants and conditions of this Lease, but shall have no rights hereunder (or pursuant to any other provision of this Lease) other than the right, to the extent given by law to tenancies at will, to continue its occupancy and use of the Leased Property. Nothing contained herein shall constitute the consent, express or implied, of Lessor to the holding over of Lessee after the expiration of the Term or earlier termination of this Lease following a Major Event of Default, and it is expressly acknowledged by Lessee that it shall have no such rights under this Lease to occupancy or use of the Leased Property following the expiration of the Term or earlier termination of this Lease following a Major Event of Default.

ARTICLE XX RISK OF LOSS

During the Term, the risk of loss of, or decrease in, the enjoyment and beneficial use of the Leased Property in consequence of the damage or destruction thereof by fire, the elements, casualties, thefts, riots, wars or otherwise, or in consequence of foreclosures, attachments, levies or executions (other than by Lessor and those claiming from, through or under Lessor) is assumed by Lessee and, Lessor shall in no event be answerable or accountable therefor nor shall any of the events mentioned in this Article XX entitle Lessee to any abatement of Rent except as specifically provided in this Lease.

ARTICLE XXI INDEMNIFICATION

NOTWITHSTANDING THE EXISTENCE OF ANY INSURANCE OR SELF INSURANCE PROVIDED FOR IN ARTICLE XIII, AND WITHOUT REGARD TO THE POLICY LIMITS OF

ANY SUCH INSURANCE OR SELF INSURANCE, LESSEE WILL PROTECT, INDEMNIFY, SAVE HARMLESS AND DEFEND LESSOR FROM AND AGAINST ALL LIABILITIES, OBLIGATIONS, CLAIMS, DAMAGES, PENALTIES, CAUSES OF ACTION, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND EXPENSES) TO THE EXTENT PERMITTED BY LAW), IMPOSED UPON OR INCURRED BY OR ASSERTED AGAINST LESSOR BY REASON OF: (A) ANY ACCIDENT, INJURY TO OR DEATH OF PERSONS OR LOSS OF PERSONAL PROPERTY OCCURRING ON OR ABOUT THE LEASED PROPERTY OR ADJOINING SIDEWALKS, INCLUDING WITHOUT LIMITATION ANY CLAIMS OF MALPRACTICE, (B) ANY USE, MISUSE, NO USE, CONDITION, MAINTENANCE OR REPAIR BY LESSEE OF THE LEASED PROPERTY, (C) ANY IMPOSITIONS (WHICH ARE THE OBLIGATIONS OF LESSEE TO PAY PURSUANT TO THE APPLICABLE PROVISIONS OF THIS LEASE), (D) ANY FAILURE ON THE PART OF LESSEE TO PERFORM OR COMPLY WITH ANY OF THE TERMS OF THIS LEASE, (E) THE NON-PERFORMANCE OF ANY OF THE TERMS AND PROVISIONS OF ANY AND ALL EXISTING AND FUTURE SUBLEASES OF THE LEASED PROPERTY TO BE PERFORMED BY THE LANDLORD (LESSEE) THEREUNDER, AND (F) ANY AND ALL LAWFUL ACTION THAT MAY BE TAKEN BY LESSOR IN CONNECTION WITH THE ENFORCEMENT OF THE PROVISIONS OF THIS LEASE, WHETHER OR NOT SUIT IS FILED IN CONNECTION WITH SAME, OR IN CONNECTION WITH LESSEE AND/OR ANY PARTNER, JOINT VENTURER, MEMBER OR SHAREHOLDER THEREOF BECOMING A PARTY TO A VOLUNTARY OR INVOLUNTARY FEDERAL OR STATE BANKRUPTCY, INSOLVENCY OR SIMILAR PROCEEDING. ANY AMOUNTS WHICH BECOME PAYABLE BY LESSEE UNDER THIS ARTICLE XXI SHALL BE PAID WITHIN THIRTY (30) DAYS AFTER LIABILITY THEREFOR ON THE PART OF LESSOR IS DETERMINED BY LITIGATION OR OTHERWISE AND, IF NOT TIMELY PAID, SHALL BEAR A LATE CHARGE (TO THE EXTENT PERMITTED BY LAW) AT THE OVERDUE RATE AND A LATE PAYMENT PENALTY COMPUTED AT THE LATE PAYMENT PENALTY RATE FROM THE DATE OF SUCH DETERMINATION TO THE DATE OF PAYMENT. LESSEE, AT ITS EXPENSE, SHALL CONTEST, RESIST AND DEFEND ANY SUCH CLAIM, ACTION OR PROCEEDING ASSERTED OR INSTITUTED AGAINST LESSOR OR MAY COMPROMISE OR OTHERWISE DISPOSE OF THE SAME AS LESSEE SEES FIT; PROVIDED THAT ANY SUCH COMPROMISE OR DISPOSITION SHALL BE SUBJECT TO PRIOR APPROVAL BY LESSOR, WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD, CONDITIONED OR DELAYED. NOTHING HEREIN SHALL BE CONSTRUED AS INDEMNIFYING LESSOR AGAINST ITS OWN, OR THAT OF ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES, NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT. LESSEE'S LIABILITY FOR A BREACH OF THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE ANY TERMINATION OF THIS LEASE.

ARTICLE XXII ASSIGNMENT, SUBLETTING AND SUBLEASE SUBORDINATION

22.1. **Assignment and Subletting.** Lessee shall not assign this Lease without Lessor's prior written consent, which may be withheld in Lessor's sole and absolute discretion. Lessee shall not sublease any portion of the Leased Property without Lessor's prior written consent, which, if such sublease alone or, when aggregated with any prior subleases of the Leased Property, constitutes more than ten percent (10.0%) of the aggregate square footage of the Facility, may be withheld in Lessor's sole and absolute discretion. Lessor shall not unreasonably withhold, condition or delay its consent to any subletting request below such ten percent (10.0%) threshold; provided that, in Lessor's sole and absolute discretion, any proposed Tenant or assignee has credit, financial and operating characteristics reasonably acceptable to Lessor at the time of

such sublease or assignment, and provided further that (a) the sublease and the Tenant shall comply with the provisions of this Article XXII, and (b) an original counterpart of each such sublease, duly executed by Lessee and such Tenant, in form and substance reasonably satisfactory to Lessor, shall be delivered promptly to Lessor. Any modifications, amendments and restatements of any subleases hereafter entered into must be approved by Lessor in accordance with this Article XXII. The parties agree that Lessor's failure or refusal to approve subletting to a Tenant without the required credit, financial, and operating strengths shall be reasonable on its face. Notwithstanding anything contained herein to the contrary, Lessor and Lessee acknowledge that there currently exist certain leases or subleases on the Leased Property as described on **Exhibit C** (collectively the "Existing Subleases"). Any modifications, amendments and restatements of the Existing Subleases and any subleases hereafter entered into must be approved by Lessor in accordance with this Article XXII. Notwithstanding anything contained herein to the contrary, Lessee shall not collaterally assign its leasehold interest or any of its rights and interests in this Lease or the Leased Property to any lender of Lessee without the prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion.

22.2. Sublease Limitations. In addition to the sublease limitations as set forth in Section 22.1, above, and notwithstanding anything contained in this Lease to the contrary, Lessee shall not sublet the Leased Property on any basis such that the rental to be paid by the Tenant thereunder would be based, in whole or in part, on the income or profits derived by the business activities of the Tenant. Moreover, Lessee shall not sublet any portion of the Leased Property for a term extending beyond the Fixed Term. In addition, all subleases shall comply with the Healthcare Laws. Lessor and Lessee acknowledge and agree that all subleases entered into relating to the Leased Property, whether or not approved by Lessor, shall not, without the prior written consent of Lessor, be deemed to be a direct lease between Lessor and any Tenant. Lessee agrees that all subleases submitted for Lessor approval as provided herein must include provisions to the effect that (a) such sublease is subject and subordinate to all of the terms and provisions of this Lease, to the Lessor hereunder and to all financing documents relating to any Lessor financing in connection with the Leased Property, (b) in the event this Lease shall terminate or be terminated before the expiration of the sublease, the Tenant will, at Lessor's option, exercisable at any time in Lessor's discretion, attorn to Lessor and waive any right the Tenant may have to terminate the sublease or to surrender possession thereunder as a result of the termination of this Lease, (c) in the event of a termination of this Lease, at Lessor's option, exercisable at any time in Lessor's discretion, the sublease may be terminated (subject to any applicable non-disturbance agreement) or left in place by Lessor, (d) if required by Lessor, the obligations and performance of the Tenant must be guaranteed by guarantors acceptable to Lessor, (e) Tenant shall from time to time upon request of Lessee or Lessor furnish within ten (10) days from request an estoppel certificate in form and content acceptable to Lessor or its lender relating to the sublease, (f) in the event the Tenant receives a written notice from Lessor or Lessor's assignees, if any, stating that Lessee is in default under this Lease, the Tenant shall thereafter be obligated to pay all rentals accruing under said sublease directly to the party giving such notice, or as such party may direct (all rentals received from the Tenant by Lessor or Lessor's assignees, if any, as the case may be, shall be credited against the amounts owing by Lessee under this Lease), (g) that such sublease shall at all times be subject to the obligations and requirements as set forth in this Article XXII, and (h) Tenant shall provide to Lessor upon written request such officer's certificates and financial statements as Lessor may request from time to time.

22.3. Sublease Subordination and Non-Disturbance. Within fifteen (15) Business Days after request by Lessor, Lessee shall use commercially reasonable efforts to cause the Tenants to execute and deliver to Lessor a subordination, non-disturbance and attornment agreement relating to the sublease, in a form and content reasonably acceptable to Lessor. In addition, within fifteen (15) Business Days from the date of request of Lessor or a Facility Lender, Lessee shall use commercially reasonable efforts to cause the Tenants of the Leased Property to execute and deliver within such fifteen (15) day period, a written subordination, non-disturbance and attornment agreement in a form reasonably acceptable to such Facility Lender whereby,

subject to Lessor's and Facility Lender's subordination, non-disturbance and attornment agreement, such Tenants will subordinate the sublease and all of their rights and estate thereunder to each such mortgage or deed of trust that encumbers the Leased Property or any part thereof and agree with each such Facility Lender that such Tenants will attorn to and recognize such Facility Lender or the purchaser at any foreclosure sale or any sale under a power of sale contained in any such mortgage or deed of trust, as the case may be, as Lessor under this Lease for the balance of the Term then remaining, subject to all of the terms and provisions of the sublease.

ARTICLE XXIII OFFICER'S CERTIFICATES; FINANCIAL STATEMENTS; NOTICES AND OTHER CERTIFICATES

(a) At any time and from time to time within ten (10) Business Days following Lessee's receipt of a written request from Lessor, Lessee will furnish to Lessor an Officer's Certificate certifying that this Lease is unmodified and in full force and effect (or that this Lease is in full force and effect as modified and setting forth the modifications) and the dates to which the Rent has been paid. Any such Officer's Certificate furnished pursuant to this Article may be relied upon by Lessor and any prospective purchaser of or lender to the Leased Property.

(b) Lessee shall furnish, or cause to be furnished, to Lessor the following statements, notices and certificates in such form and detail as Lessor may reasonably require:

(i) within two hundred seventy (270) days after the end of each year, Financial Statements of Lessee or its members, and, if Lessee owns any assets or conducts any other operations other than for the Facility, the Facility separately, which statements shall include balance sheets and statements of operations and of cash flows all in accordance with GAAP for the year then ended, all of which shall be certified to be true and correct by an officer of Lessee; and

(ii) within one hundred fifty (150) days after the end of each quarter, (A) current balance sheets and statements of operations and of cash flows of Lessee and its members, and, if Lessee owns any assets or conducts any other operations other than for the Facility, the Facility separately, certified to be true and correct by an officer of Lessee, (B) admissions, service and discharge data by payor source for Christ Hospital for each such quarter, and (C) current operating statements (actual and budgeted) and statistics of the Facility, including, but not limited to, the number of patient admissions, the number of inpatient days, the case mix index, the payor sources for inpatient admissions (either by revenue or admissions), outpatient utilization by service, and, if available, clinical service utilization data, and statements of Cash Collections (including a calculation of the percentage of net revenues represented by Cash Collections) for each such quarter, all of which shall be certified to be true and correct by an officer of Lessee; and

(iii) if any third party requests or requires Lessee to prepare audited Financial Statements of Lessee or its members, then contemporaneously with the distribution of such audited Financial Statements to such third party, copies of such audited Financial Statements; and

(iv) within two (2) Business Days after receipt, any and all notices (regardless of form) from any and all licensing and/or certifying agencies that any license or certification, including, without limitation, the Medicare and/or Medicaid certification and/or managed care contract of the Facility is being downgraded to a substandard category, revoked, or suspended, or that action is pending or being considered to downgrade to a substandard category, revoke, or suspend such Facility's license or certification; and

(v) with reasonable promptness, upon request by Lessor, a list of the names, specialties, and ages of all active medical staff members, certified to be true and correct by an officer of Lessee; and

(vi) with reasonable promptness, upon request by Lessor, such other information respecting the financial condition and affairs of Lessee, its members and Affiliates, as Lessor may reasonably request from time to time.

(c) Upon Lessor's request, Lessee shall furnish to Lessor a certificate in form acceptable to Lessor certifying that no Event of Default then exists and no event has occurred (that has not been cured) and no condition currently exists that would, but for the giving of any required notice or expiration of any applicable cure period, constitute an Event of Default.

(d) Within five (5) days after receipt, Lessee shall furnish to Lessor copies of all notices and demands from any third party payor, including, without limitation, Medicare and/or Medicaid, concerning any overpayment which will or may result in a repayment or a refund in excess of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00). Lessee hereby agrees that in the event of receipt of such notices or demands Lessor shall have the right, at Lessor's option, to participate in the appeal of such notices and demands.

(e) Lessee shall furnish to Lessor on a monthly basis ongoing status reports (in form and content acceptable to Lessor) of any governmental investigations of Lessee, (or any of its respective Affiliates), or the Facility conducted by the United States Attorney, State Attorney General, the Office of the Inspector General of the Department of Health and Human Services, or any other Governmental Entity.

(f) Within three (3) Business Days after receipt, Lessee shall furnish to Lessor copies of all notices of adverse events or deficiencies as defined by the regulations and standards of the state Medicare and/or Medicaid certification agency, the Joint Commission (formerly known as the Joint Commission on the Accreditation of Healthcare Organizations) (the "Joint Commission") or the equivalent accrediting body relied upon by Lessee in the operation of the Facility or any part thereof.

(g) Within three (3) Business Days after receipt, Lessee shall furnish to Lessor copies of all notices that Lessee and/or their Affiliates are not in compliance with the Standards for Privacy of Individually Identifiable Health Information and the Transaction and Code Set Standards which were promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

(h) Within three (3) Business Days after receipt, Lessee shall provide to Lessor written notice of any monetary default or monetary event of default (or the occurrence of any event or condition that would with notice or the passage of time constitute such a monetary default or monetary event of default) with respect to any Material Obligation, including any RFFE Loan, and upon Lessor's request, Lessee shall furnish to Lessor a certificate in form acceptable to Lessor certifying that, with respect to each Material Obligation, no monetary default or monetary event of default then exists and no event has occurred and no condition currently exists that would, but for the giving of any required notice or expiration of any applicable cure period, constitute a monetary default or monetary event of default thereunder.

(i) Lessor reserves the right to require such other financial information from Lessee at such other times as it shall deem reasonably necessary. All financial statements and information must be in such form and detail as Lessor shall from time to time, but not unreasonably, request.

ARTICLE XXIV INSPECTION

Lessee shall permit Lessor, or its designated Affiliate, and their respective authorized representatives, upon reasonable prior written notice, to inspect the Leased Property during normal business hours subject to, and in compliance with, any security, health, safety or confidentiality requirements of Lessee, any governmental agency, any Insurance Requirements relating to the Leased Property, or imposed by applicable Legal Requirements, except that, in the event of an emergency, Lessor shall have the right to inspect the Leased Property upon reasonable notice (which may be verbal only) under the circumstances to Lessee. Lessor and its designated Affiliate, and their respective authorized representatives, shall take due care to prevent any disruption of, or interference with, Lessee's business operations during any inspection.

ARTICLE XXV NO WAIVER

No failure by Lessor or Lessee to insist upon the strict performance of any term of this Lease or to exercise any right, power or remedy consequent upon a breach thereof, and no acceptance of full or partial payment of Rent or any other payment due under the terms of this Lease during the continuance of any such breach, shall constitute a waiver of any such breach or any such term. To the extent permitted by law, no waiver of any breach shall affect or alter this Lease, which shall continue in full force and effect with respect to any other then existing or subsequent breach. Lessor and Lessee agree that no waiver shall be effective hereunder unless it is in writing.

ARTICLE XXVI REMEDIES CUMULATIVE

To the extent permitted by law, each legal, equitable or contractual right, power and remedy of Lessor or Lessee now or hereafter provided either in this Lease or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power and remedy and the exercise or beginning of the exercise by Lessor or Lessee of any one or more of such rights, powers and remedies shall not preclude the simultaneous or subsequent exercise by Lessor or Lessee of any or all of such other rights, powers and remedies.

ARTICLE XXVII SURRENDER

No surrender to Lessor of this Lease or of the Leased Property, or of any part thereof or interest therein, shall be valid or effective unless agreed to and accepted in writing by Lessor, and no act by Lessor or any representative or agent of Lessor, other than such a written acceptance by Lessor, shall constitute an acceptance of any such surrender.

ARTICLE XXVIII NO MERGER OF TITLE

There shall be no merger of this Lease or of the leasehold estate created hereby by reason of the fact that the same person, firm, corporation or other entity may acquire, own or hold, directly or indirectly, (a) this Lease or the leasehold estate created hereby or any interest in this Lease or such leasehold estate and (b) the fee estate in the Leased Property.

ARTICLE XXIX TRANSFERS BY LESSOR

Lessee acknowledges that Lessor may sell its interest in the Leased Property in whole or in part, and that Lessor may assign its interest in this Lease, including a transfer, sale or assignment to multiple Persons pursuant to a tenancy in common. If Lessor or any successor shall assign its interest in this Lease in accordance with the terms hereof, other than as security for a debt, the assignee shall expressly assume all obligations of Lessor hereunder arising or accruing from and after the date of such conveyance or transfer. Lessor or such successor lessor, as the case may be, shall thereupon be released from all future liabilities and obligations of Lessor under this Lease arising or accruing from and after the date of such assignment or other transfer as to the Leased Property and all such future liabilities and obligations shall thereupon be binding upon the new lessor. Lessee agrees that any successor lessor may exercise any and all rights of Lessor; provided, however, such successor lessor shall be subject to the same restrictions imposed upon Lessor hereunder. Lessor may divulge to any such prospective assignee all information, reports, financial statements, certificates and documents obtained by it from Lessee.

ARTICLE XXX QUIET ENJOYMENT

So long as Lessee shall pay all Rent as the same becomes due and shall fully comply with all of the terms of this Lease and fully perform its obligations hereunder, Lessee shall peaceably and quietly have, hold and enjoy the Leased Property for the Term hereof, free of any claim or other action by Lessor or anyone claiming by, through or under Lessor, but subject to the Permitted Exceptions, the Facility Loan and all liens and encumbrances of record. No failure by Lessor to comply with the foregoing covenant shall give Lessee any right to cancel or terminate this Lease, or to fail to pay any other sum payable under this Lease, or to fail to perform any other obligation of Lessee hereunder. Notwithstanding the foregoing, Lessee shall have the right by separate and independent action to pursue any claim it may have against Lessor as a result of a breach by Lessor of the covenant of quiet enjoyment contained in this Article XXX.

ARTICLE XXXI NOTICES

All notices, demands, consents, approvals, requests and other communications under this Lease shall be in writing and shall be (a) delivered in person, (b) sent by certified mail, return receipt requested, (c) delivered by a recognized delivery service or (d) delivered by email (with a copy thereof delivered by one of the means described in clauses (a)-(c)), and in each case addressed as follows:

if to Lessee:	Hudson Hospital Opc LLC 308 Willow Avenue Hoboken, NJ 07030 Attn: Dr. Achintya Moulick Email: Achintya.moulick@carepointhealth.org Tel: 202-255-8908
if to Lessor:	c/o Alaris Health 175 Belgrove Drive Kearny, New Jersey 07032 Attention: David Sussman Email: davids@alarishealth.net

or to such other address as either party may hereafter designate in writing, and shall be effective upon receipt. A notice, demand, consent, approval, request and other communication shall be deemed to be duly received if delivered in person or by a recognized delivery service, when left at the address of the recipient, or if delivered by email, when sent, unless the sender receives an automatically generated notice stating that the email was not delivered to the applicable recipient; provided that if a notice, demand, consent, approval, request or other communication is served by hand or is received by email on a day which is not a Business Day, or after 5:00 p.m. on any Business Day at the addressee's location, such notice or communication shall be deemed to be duly received by the recipient at 9:00 a.m. (Eastern time) on the first Business Day thereafter.

ARTICLE XXXII
INTENTIONALLY OMITTED

ARTICLE XXXIII
PURCHASE RIGHTS

33.1. **Lessee's Option to Purchase.**

(a) So long as (i) no Event of Default is then continuing or has ever occurred under any of clause (a) of Section 16.1 hereof, no "Event of Default" has ever occurred under clause (a) of Section 16.1 of the J.C. Opco Lease, and no "Event of Default" has ever occurred under clause (a) of Section 16.1 of the Hoboken Lease (any such Event of Default hereunder or under the Hoboken Lease or the J.C. Opco Lease, a "Monetary Event of Default") has not occurred and is continuing, and no such event has occurred and is continuing under this Lease, the Hoboken Lease or the J.C. Opco Lease which with the giving of notice or the passage of time or both would constitute a Monetary Event of Default, (ii) no Monetary Event of Default has occurred and is continuing at the time of the closing of the purchase after Lessee notifies Lessor of its intent to exercise such option, and (iii) no event described in Section 33.1(d) has occurred, Lessee shall have an option to purchase the Leased Premises for the Purchase Price (the "Purchase Option") as set forth in this Section 33.1. The Purchase Option is personal to Lessee and may not be assigned, transferred or conveyed to any third party or severed from the other obligations under this Lease and therefore, the Purchase Option and all other rights and obligations under this Lease constitute one and the same agreement.

(b) The Purchase Option shall be available on the first (1st) and second (2nd) anniversaries of the Commencement Date (i.e., on December 27, 2023 and December 27, 2024), and thereafter on the anniversary of the Commencement Date which occurs every five (5) years after the second (2nd) anniversary of the Commencement Date (i.e., on December 27, 2029 and, if the option to extend for the Extension Term has been properly exercised, on December 27, 2034 and December 27, 2039) (each, an "Option Exercise Date"), in each case by Lessee providing written notice no less than nine (9) months prior to the Option Exercise Date in question (i.e., by March 27, 2023, March 27, 2024, March 27, 2029 and, if the option to extend for the Extension Term has been properly exercised, March 27, 2034 and March 28, 2039 (March 27, 2039 being a Sunday), respectively), and the Lessee shall close on the purchase no earlier than the Option Exercise Date and no later than thirty (30) days after the Option Exercise Date (i.e., by January 26, 2024, January 24, 2025 (January 26, 2025 being a Sunday), January 25, 2030 (January 26, 2030 being a Saturday) and, if the option to extend for the Extension Term has been properly exercised, January 26, 2035 and January 26, 2040, respectively). The Purchase Option shall not be exercisable after the seventeenth (17th)

anniversary of the Commencement Date (i.e., after December 27, 2039). Failure to comply with the aforementioned procedures (including the timeframes) shall result in forfeiture of the Purchase Option by Lessee without further action by Lessor. Time shall be of the essence with respect to all deadlines and timeframes set forth in this Article XXXIII.

(c) Unless expressly otherwise provided in this Section 33.1, in the event Lessee exercises the Purchase Option as provided in this Section 33.1, (i) the terms set forth in Section 33.1(e) shall apply and (ii) Lessee shall continue paying Rent as required under this Lease until the purchase is closed.

(d) Notwithstanding anything to the contrary contained in this Lease, in the event that (i) the Seller under the Purchase Agreement has breached any representation or warranty in Section 3.1 thereof (other than Section 3.1(d)(ii), Section 3.1(d)(iii) and Section 3.1(f) thereof), (ii) the Seller under the Purchase Agreement fails to pay or contest (in accordance with Section 3.8 of the Purchase Agreement) any Taxes (as defined and described in Section 3.8 of the Purchase Agreement) and such failure continues for fifteen (15) Business Days after receipt of written notice from Lessor, or (iii) the Seller under the Purchase Agreement fails to pay Lessor or its Affiliate the amount of any Loss (as defined in the Purchase Agreement) that Seller is obligated to pay arising out of, or resulting from, the matters described in clause (ii) of Section 14.2 of the Purchase Agreement and such failure continues for fifteen (15) Business Days after receipt of written notice from Lessor, then in any such case, Lessee shall, upon written notice provided by Lessor following such breach or failure to comply, immediately forfeit the Purchase Option set forth in this Section 33.1.

(e) In the event Lessee purchases the Leased Property pursuant to the Purchase Option, Lessor shall, upon receipt from Lessee of the applicable Purchase Price, together, with full payment of any unpaid Rent, including, without limitation, any unpaid Additional Charges and any other amounts owed by Lessee to Lessor or Lessor's Affiliates, due and payable with respect to any period ending on or before the date of the purchase, deliver to Lessee an appropriate Bargain and Sale Deed with Covenants Against Grantor's Acts conveying the entire interest of Lessor in and to the Leased Property to Lessee in the condition as received from Lessee, free and clear of all encumbrances other than (a) those that Lessee has agreed hereunder to pay or discharge, (b) those mortgage liens, if any, which Lessee has agreed in writing to accept and to take title subject to, (c) any other encumbrances permitted to be imposed on the Leased Property which are assumable at no cost to Lessee or to which Lessee may take subject without cost to Lessee, and (d) any matters affecting the Leased Property on or as of the Commencement Date. The positive difference, if any, between the applicable Purchase Price and the total of the monetary encumbrances assigned or taken subject to shall be paid in cash to Lessor, or as Lessor may direct, in federal or other immediately available funds except as otherwise mutually agreed Lessor and Lessee. All expenses of such conveyance, including, without limitation, the cost of title examination or standard coverage title insurance, survey, reasonable attorneys' fees incurred by Lessor in connection with such conveyance, transfer taxes, prepayment penalties, defeasement costs and any other fees of any Facility Lender with respect to any Facility Instrument, recording fees and similar charges shall be paid by Lessee.

ARTICLE XXXIV SUBORDINATION AND NON-DISTURBANCE

At the request from time to time by one or more Facility Lenders, within ten (10) Business Days from the date of request, Lessee shall execute and deliver within such ten (10)-Business Day period, to such Facility Lender, an estoppel certificate along with a written agreement in form and content reasonably acceptable to such Facility Lender whereby Lessee subordinates this Lease and all of its rights and estate hereunder to each Facility Instrument that encumbers the Leased Property or any part thereof and agrees with each such Facility Lender that Lessee will attorn to and recognize such Facility Lender or the purchaser

at any foreclosure sale or any sale under a power of sale contained in any such Facility Instrument, as the case may be, as Lessor under this Lease for the balance of the Term then remaining, subject to all of the terms and provisions of this Lease, including the Purchase Option; provided, however, that each such Facility Lender simultaneously executes and delivers to Lessee a written agreement consenting to this Lease and agreeing that, notwithstanding any such other mortgage, deed of trust, right, title or interest, or any default, expiration, termination, foreclosure, sale, entry or other act or omission under, pursuant to or affecting any of the foregoing, Lessee shall not be disturbed in peaceful enjoyment of the Leased Property nor shall this Lease be terminated or cancelled at any time, except upon an Event of Default under the terms of this Lease.

ARTICLE XXXV LICENSES

35.1. **Maintenance of Licenses.** Lessee shall maintain at all times during the Term and any holdover period, the Operating Agreements, Participation Agreements and all other federal, state and local governmental licenses, approvals, qualifications, variances, certificates of need, and contracts, including provider numbers and provider agreements with governmental or quasi-governmental entities and other third parties, which may be necessary or useful for the operation of the Facility for the Primary Intended Use, including Licenses required under Hazardous Materials Laws, or required for certification and participation under Medicare and Medicaid legislation and regulations, the New Jersey Department of Health Services (“DHS”) provider programs, and/or state or federal Title XVIII and/or Title XIX provider programs (collectively, the “Licenses”), and shall qualify and comply with all applicable Legal Requirements, including but not limited to, the New Jersey Family and Social Services Administration, as they may from time to time exist. To the extent permitted by law and subject to Section 35.6, Lessee hereby agrees to grant to Lessor a landlord’s lien on the Licenses. The provisions of this Article XXXV are in addition to the other provisions of this Lease.

35.2. **No Transfers or Alterations of Licenses.** Lessee covenants and agrees that it shall not, (a) without the prior written consent of Lessor, which may be granted or withheld in Lessor’s sole discretion, whether before, during or after the Term, sell, cancel, surrender, transfer, assign, relocate, pledge, secure, convey or in any manner encumber any License, or (b) without the prior written consent of Lessor, not to be unreasonably withheld, delayed or conditioned, whether before, during or after the Term, effect or attempt to effect any change in the license category or status of the Facility or any part thereof.

35.3. **Notifications; Corrective Actions.** Lessee shall notify Lessor in writing within three (3) Business Days after Lessee’s receipt of any notice, action, proceeding or inquiry of any governmental agency, bureau or other authority, whether federal, state or local, of any kind, nature or description, which relates to any material License, the ability of Lessee to maintain its status as the licensed and accredited operator of the Facility or which alleges noncompliance with any applicable Legal Requirement, and such notice, action, proceeding or inquiry could reasonably be expected to materially and adversely affect the Lessee, the Facility or the Business. At the time of delivery of such notification to Lessor, Lessee shall furnish Lessor with a copy of any and all such notices or inquiries, and Lessor shall have the right, but not the obligation, to attend and/or participate, in Lessor’s sole discretion, in any such actions or proceedings. Lessee shall act diligently to correct any deficiency or deal effectively with any “adverse action” or other proceedings, inquiries or other governmental actions, so as to maintain the Licenses and Medicare and/or Medicaid certification status for the Facility in good standing at all times. Lessee shall not agree to any settlement or other action with respect to such proceedings or inquiries which affects the use of the Leased Property or any portion thereof for the Primary Intended Use without the prior written consent of Lessor, which consent may be withheld or conditioned in Lessor’s sole discretion. Lessee agrees, upon Lessor’s written request (a “Transfer Notice”), to sign, acknowledge, provide and deliver to Lessor any and all documents, instruments

or other writings which are or may become necessary, proper and/or advisable to cause any and all Licenses, including all Medicare and Medicaid provider numbers and provider agreements, to be obtained (either in total or individually) in the name of Lessor or its designee in the event that (a) Lessor reasonably determines in good faith that (irrespective of any claim, dispute or other contention or challenge of Lessee) there is any breach, default or other lapse in any representation, warranty or covenant of or other derogation of duty to Lessee (beyond any applicable grace or cure period) and the issuing government agency has threatened or asserted that such License will terminate or has lapsed or that such License, certification or accreditation status is in jeopardy, or (b) any portion of Base Rent and Additional Charges remain unpaid for sixty (60) days or more.

35.4. Termination of Lease.

(a) **UPON THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE (ONLY IF SUCH EARLIER TERMINATION RESULTS FROM THE OCCURRENCE OF A MAJOR EVENT OF DEFAULT AND, IN EACH CASE ASSUMING LESSEE DOES NOT PURCHASE THE LEASED PROPERTY AS EXPRESSLY PROVIDED HEREIN), WITHOUT ANY ADDITIONAL CONSIDERATION TO LESSEE, LESSEE SHALL, FOR REASONABLE PERIODS OF TIME IMMEDIATELY BEFORE AND AFTER SUCH TERMINATION, USE ITS COMMERCIALY REASONABLE EFFORTS TO FACILITATE AN ORDERLY TRANSFER OF THE OPERATION AND OCCUPANCY OF THE FACILITY TO LESSOR OR ITS DESIGNEE, AND SUCH COOPERATION SHALL INCLUDE, WITHOUT LIMITATION, (1) LESSEE'S EXECUTION AND SUBMISSION TO THE APPROPRIATE AUTHORITY OF ANY AND ALL DOCUMENTS REQUIRED TO EFFECT THE TRANSFER AND ASSIGNMENT TO LESSOR OR ITS DESIGNEE OF ANY AND ALL LICENSES, INCLUDING ALL MEDICARE AND MEDICAID PROVIDER NUMBERS AND PROVIDER AGREEMENTS, (2) LESSEE'S MAINTENANCE OF THE EFFECTIVENESS OF ANY AND ALL SUCH LICENSES UNTIL SUCH TIME AS ANY NEW LICENSES NECESSARY FOR ANY NEW LESSEE OR OPERATOR TO OPERATE THE FACILITY HAVE BEEN ISSUED, AND (3) THE TAKING OF SUCH OTHER ACTIONS AS REASONABLY REQUESTED BY LESSOR OR REQUIRED BY APPLICABLE LAW; IT BEING UNDERSTOOD AND AGREED THAT THE PERFORMANCE OR EXERCISE OF ANY OF THE FOREGOING RIGHTS, REMEDIES, DUTIES AND OBLIGATIONS SHALL BE WITHOUT ANY ADDITIONAL CONSIDERATION TO LESSEE, EXCEPT THAT LESSOR SHALL PAY OR REIMBURSE LESSEE FOR ALL REASONABLE COSTS INCURRED BY LESSEE IN CONNECTION WITH THE PERFORMANCE OF LESSEE'S OBLIGATIONS UNDER THIS SECTION (EXCLUDING ANY CONSIDERATION FOR THE LICENSES). FURTHER, THE PARTIES ACKNOWLEDGE AND AGREE THAT ANY ACCOUNTS RECEIVABLE GENERATED BY THE PROVISION OF SERVICES BY LESSEE, THE SALE OF INVENTORY BY LESSEE AND THE OTHER CIRCUMSTANCES GIVING LESSEE A RIGHT OF PAYMENT, IN EACH CASE, WHILE LESSEE IS THE TENANT OPERATING THE FACILITY UNDER THIS LEASE, SHALL REMAIN THE PROPERTY OF LESSEE.**

(b) **IN FURTHERANCE OF LESSEE'S OBLIGATIONS UNDER THIS ARTICLE XXXV AND ELSEWHERE IN THIS LEASE WITH RESPECT TO THE LICENSES, INCLUDING ALL MEDICARE AND MEDICAID PROVIDER NUMBERS AND PROVIDER AGREEMENTS, UPON THE REQUEST OF LESSOR AT ANY ONE OR MORE TIMES DURING THE REMAINING TERM, WITHIN FIFTEEN (15) BUSINESS DAYS AFTER SUCH REQUEST, LESSEE SHALL EXECUTE AND DELIVER TO LESSOR (TO BE HELD IN ESCROW) ALL DOCUMENTS, AGREEMENTS, NOTICES AND APPLICATIONS (INCLUDING, WITHOUT LIMITATION, A CMS-855 MEDICARE ENROLLMENT APPLICATION (OR SIMILAR DOCUMENTATION), (COLLECTIVELY, THE "ESCROWED MATERIALS"), AS SHALL BE**

NECESSARY OR DESIRABLE IN LESSOR'S SOLE DISCRETION TO TRANSFER AND ASSIGN THE LICENSES, INCLUDING ALL MEDICARE AND MEDICAID PROVIDER NUMBERS AND PROVIDER AGREEMENTS, TO A NEW OPERATOR (OR OTHER DESIGNEE OF LESSOR), IT BEING UNDERSTOOD AND AGREED THAT SUCH DOCUMENTATION SHALL BE HELD BY LESSOR IN ESCROW AND SHALL NOT BE UTILIZED BY LESSOR UNTIL THE OCCURRENCE OF A MAJOR EVENT OF DEFAULT WHICH RESULTS IN THE TERMINATION OF THIS LEASE.

35.5. **Material Condition of Lease.** IT IS AN INTEGRAL CONDITION OF THIS LEASE, AND A MATERIAL INDUCEMENT TO LESSOR'S AGREEMENT TO ENTER INTO THIS LEASE, THAT (I) LESSEE ACKNOWLEDGES AND AGREES TO COOPERATE WITH AND ASSIST LESSOR AND/OR ITS DESIGNEE IN CONNECTION WITH ANY TRANSFER OF THE LICENSES OR THE OPERATIONS OF THE FACILITY IN ACCORDANCE WITH THIS ARTICLE XXXV, INCLUDING, WITHOUT LIMITATION, IN CONNECTION WITH A TERMINATION OF THIS LEASE IN THE MANNER SET FORTH IN SECTION 35.4 ABOVE, WHICH COOPERATION AND ASSISTANCE SHALL BE WITHOUT ANY ADDITIONAL CONSIDERATION TO LESSEE, EXCEPT THAT LESSOR SHALL PAY OR REIMBURSE LESSEE FOR ALL REASONABLE COSTS INCURRED BY LESSEE IN CONNECTION WITH THE PERFORMANCE OF LESSEE'S OBLIGATIONS UNDER THIS SECTION (EXCLUDING ANY CONSIDERATION FOR THE LICENSES), AND (II) LESSEE EXECUTES AND DELIVERS THE ESCROWED MATERIALS AT THE TIMES AND IN THE MANNER SET FORTH IN SECTIONS 35.3 AND 35.4 ABOVE. LESSEE HEREBY APPOINTS DR. ACHINTYA MOULICK AS LESSEE'S DULY AUTHORIZED REPRESENTATIVE WITH AUTHORITY TO EXECUTE ANY AND ALL DOCUMENTS OR AGREEMENTS AS REQUIRED PURSUANT TO THIS ARTICLE XXXV. DR. ACHINTYA MOULICK SHALL REMAIN LESSEE'S SOLE DULY AUTHORIZED REPRESENTATIVE AS HEREIN PROVIDED UNTIL SUCH TIME AS LESSEE HAS CERTIFIED IN WRITING TO THE LESSOR ANY OTHER INDIVIDUALS (WHETHER CURRENT, ADDITIONAL OR REPLACEMENT) WHO SHALL BE DULY AUTHORIZED TO EXECUTE SUCH DOCUMENTS ON BEHALF OF LESSEE.

35.6. **Senior Lender.** Tenant is party to a Loan and Security Agreement (the "Senior Loan Agreement"), dated as of November 4, 2022, with Capitala Private Advisors, LLC as agent for the Lenders ("Senior Lender"). To the extent that the grant of the lien provided in Section 35.1 would be prohibited by the Senior Loan Agreement, then Lessor shall not have rights as a secured party with respect to the Licenses without the prior written consent of the Senior Lender. Lessee shall reasonably cooperate with Lessor in requesting and obtaining the consent of the Senior Lender to the exercise of any of Lessor's rights under this Article XXXV. Lessee shall use commercially reasonable efforts to cause Senior Lender to enter into an intercreditor agreement with Lessor in form substantially similar to that certain Amended and Restated Intercreditor Agreement, dated as of August 8, 2019, by and among Senior Lender, MPT of Hoboken TRS, LLC, HUMC Opco, LLC and HUMC Holdco, LLC and otherwise reasonably acceptable to Lessor, as promptly as practicable, it being understood that the parties shall endeavor to obtain the Senior Lender's consent as provided above within thirty (30) days after the date hereof. Once such intercreditor agreement is executed and delivered by the parties thereto, the second sentence of this Section 35.6 shall be of no further force and effect and such intercreditor agreement shall control with respect to Lessor's rights as a secured party.

ARTICLE XXXVI COMPLIANCE WITH HEALTHCARE LAWS

Lessee hereby covenants, warrants and represents to Lessor that throughout the Term: (i) Lessee shall be validly licensed, Medicare and/or Medicaid certified, and, if required, accredited to operate the Facility in accordance with the applicable rules and regulations of the State of New Jersey, federal governmental authorities, and accrediting bodies, including, but not limited to, the DHS, the United States Department of Health and Human Services (“DHHS”), and the Centers for Medicare and Medicaid Services (“CMS”); and/or (ii) Lessee shall be certified by and the holder of valid provider agreements with Medicare/Medicaid issued by DHHS, DHS and/or CMS and shall remain so certified and shall remain such a holder of such licenses and Medicare and/or Medicaid certifications for it to operate in accordance with the Primary Intended Use; (iii) Lessee shall be in substantial compliance with all applicable state and federal Legal Requirements with regard to the operation of the Facility, including, without limitation, substantial compliance under HIPAA; (iv) Lessee shall operate the Facility in a manner consistent with customary standards for acute care hospitals and as required under state and federal law; and (v) Lessee shall not abandon, terminate, vacate or fail to renew any license, certification, accreditation, certificate, approval, permit, waiver, provider agreement or any other authorization which is required for the lawful and proper operation of the Facility or in any way commit any act which will or may cause any such license, certification, accreditation, certificate, approval, permit, waiver, provider agreement or other authorization to be revoked by any federal, state or local governmental authority or accrediting body having jurisdiction thereof.

ARTICLE XXXVII MISCELLANEOUS

37.1. **General.** Notwithstanding anything in this Lease to the contrary, all claims against, and liabilities of, Lessee or Lessor arising prior to any date of expiration or termination of this Lease shall survive such expiration or termination. If any term or provision of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such term or provision shall not be affected thereby. If any late charges provided for in any provision of this Lease are based upon a rate in excess of the maximum rate permitted by applicable law, the parties agree that such charges shall be fixed at the maximum permissible rate. All the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties and their respective successors and assigns (subject to Article XXII). The headings in this Lease are for convenience of reference only and shall not limit or otherwise affect its meaning.

37.2. **Bankruptcy Waivers/Relief from Stay.** Lessee acknowledges and agrees that in the event any Leased Property shall become the subject of any bankruptcy or insolvency estate, then (i) Lessee shall not oppose any request by Lessor to obtain an order from the court granting relief from the automatic stay pursuant to Section 362 of the Bankruptcy Code so as to permit the exercise of all rights and remedies pursuant to this Lease, and (ii) the occurrence or existence of any Event of Default under this Lease shall, in and of itself, constitute “cause” for relief from the automatic stay pursuant to the provisions of Section 362(d)(1) of the Bankruptcy Code, based on the fact that the non-existence of a bankruptcy proceeding was a material inducement for the entry by Lessor into this Lease.

(b) Automatic Stay. Lessee hereby acknowledges further that all obligations under this Lease shall automatically accelerate and become due and owing without any further action by the Lessor and hereby waives the stay imposed by 11 U.S.C. Section 362(a) as to actions by the Lessor against the Facility. Lessee acknowledges and agrees that in the event of the filing of any voluntary or involuntary petition in bankruptcy by or against Lessee, it shall not assert or request that any other party assert that the automatic

stay provided by Section 362 of the Bankruptcy Code shall operate or be interpreted to stay, interdict, condition, reduce or inhibit the ability of Lessor to enforce any rights or remedies held by virtue of the Lease or applicable law.

(c) **Patient Care Ombudsman.** Lessee hereby agrees (i) to use its best efforts to contest the necessity of the appointment of a Patient Care Ombudsman for such Facility as that term is defined in 11 U.S.C. Section 333, and/or (ii) to join with Lessor in requesting a waiver of or contesting the appointment of such a Patient Care Ombudsman.

37.3. **Lessor's Expenses.** In addition to the other provisions of this Lease, Lessee agrees and shall pay and/or reimburse Lessor's reasonable costs and expenses, including, without limitation, the costs and expenses of reports and investigations and reasonable legal fees and expenses incurred or resulting from or relating to (a) requests by Lessee for approval or consent under this Lease (including any consents relating to management, the placing of liens on Lessee's Personal Property and any intercreditor issues which arise in connection with any Material Obligation), requests by Lessor for approval or consent under this Lease and all other documents executed between Lessor and Lessee in connection herewith, (b) any circumstances or developments which give rise to Lessor's right of consent or approval under this Lease or any Other Agreement, (c) circumstances resulting from any action or inaction by Lessee contrary to the provisions of this Lease, (d) a request for changes, including, but not limited to, (i) the permitted use of the Leased Property, (ii) alterations and improvements to the Leased Improvements, (iii) subletting or assignment, and (iv) any other changes in the terms, conditions or provisions of this Lease or the Other Agreements, and (e) enforcement by Lessor or its Affiliates of any of the provisions of this Lease or the Other Agreements. Such expenses and fees shall be paid by Lessee within thirty (30) days after the receipt by Lessee of a statement for the same, including supporting documentation in form and detail reasonably satisfactory to Lessee, or such amount(s) shall become Additional Charges and subject to the Overdue Rate and the Late Payment Penalty Fee after that thirty (30)-day period.

37.4. **Entire Agreement; Modifications.** This Lease, together with all exhibits, schedules and the other documents referred to herein, embody and constitute the entire understanding between the parties with respect to the transactions contemplated herein, and all prior to contemporaneous agreements, understandings, representations and statements (oral or written) are merged into this Lease. Neither this Lease, any exhibit or schedule attached hereto, nor any provision hereof or thereof may be modified or amended except by an instrument in writing signed by Lessor and Lessee.

37.5. **Lessor Securities Offering and Filings.** Notwithstanding anything contained herein to the contrary, Lessee shall cooperate with Lessor, at Lessor's sole cost and expense, in connection with any securities offerings and filings, Lessor's efforts to procure or maintain financing for, or related to, the Leased Property and Facility, and, in connection therewith, Lessee shall furnish Lessor, in a timely fashion with such financial and other information (including audited financial statements and consents of auditors) as Lessor shall request. Lessor may disclose that Lessor has entered into this Lease with Lessee and may provide and disclose information regarding this Lease, Lessee, the Leased Property and the Facility, and such additional information which Lessor may reasonably deem necessary, to its proposed investors in such public offering or private offering of securities, to any current or prospective lenders with respect to such financing, and to investors, analysts and other parties in connection with earnings calls and other normal communications with investors, analysts, and other parties. Upon reasonable advance notice, Lessor, its legal and financial representatives, and any lender providing financing for the Leased Property shall have the right, subject to the execution of a written confidentiality agreement on terms reasonably acceptable to Lessor, such lender and Lessee, to access, examine and copy all agreements, records, documentation and information relating to Lessee, the Leased Property and the Facility, and to discuss such affairs and

information with the officers, employees and independent public accountants of Lessee as often as may reasonably be desired.

37.6. **Non-Recourse as to Lessor.** Anything contained herein to the contrary notwithstanding, any claim based on, or in respect of, any liability of Lessor under this Lease shall be enforced only against the Leased Property and not against any other assets, properties or funds of (i) Lessor, (ii) any director, officer, general partner, member, shareholder, limited partner, beneficiary, employee, representative, contractor or agent of Lessor or any of its Affiliates (collectively, the "Lessor Parties") (or any legal representative, heir, estate, successor or assign of Lessor or any of the Lessor Parties), (iii) any predecessor or successor partnership or corporation (or other entity) of Lessor or any of the Lessor Parties, either directly or through Lessor or the Lessor Parties, or (iv) any person or entity affiliated with any of the foregoing. In no event shall Lessor or any of the Lessor Parties be liable for indirect, incidental, consequential, special, punitive or exemplary damages, regardless of the form of action, whether in contract, tort or otherwise, and even if such party has been advised of the possibility of such damages.

37.7. **Covenants, Restrictions and Reciprocal Easements.** Lessor shall have the right, but not the obligation, to place of record all covenants, restrictions and reciprocal easements on the Land (collectively, the "Declarations") which Lessor deems necessary for the ownership and operation of the Facility, with such Declarations to be in form and content acceptable to Lessor in its reasonable discretion.

37.8. **Force Majeure.** Except for Rent and other monetary obligations payable pursuant to the terms of this Lease and the time periods set forth in Article XXXIII (which shall not be extended or excused), in the event that Lessor or Lessee shall be delayed, hindered in or prevented from the performance of any act required under this Lease by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, unavailability of any utility service, restrictive governmental laws or regulations, riots, insurrections, the failure to act, or default of another party, war, or other reason beyond Lessor's or Lessee's control (individually "Force Majeure"), then performance of such act shall be excused for the period of the delay, and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay. Within ten (10) Business Days following the occurrence of Force Majeure, the party claiming a delay due to such event shall give written notice to the other setting forth a reasonable estimate of such delay.

37.9. **Management Agreements.** Lessee shall not engage or remove any Management Company or enter into any Management Agreements or allow any Tenants of the Facility to engage any Management Company or enter into any Management Agreements without Lessor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Lessor's rights relating to any Management Company after Lessor's exercise of its remedies as set forth in Section 16.1.A-L shall be at Lessor's sole and absolute discretion. Lessee shall, if required by Lessor, assign all of Lessee's rights under the Management Agreements to Lessor, and Lessor shall be entitled to assign same to a Facility Lender or Facility Lenders. At the request of Lessor, from time to time Lessee shall execute and deliver (and require the Tenants to execute and deliver, if applicable) an assignment and/or subordination agreement relating to the Management Agreements, which assignment and/or subordination agreement shall be in a form and content reasonably acceptable to Lessor and/or any lender providing financing to Lessor, and shall be delivered to Lessor within ten (10) days after Lessor's request. Lessee hereby agrees that all payments and fees payable under the Management Agreements are and shall be subordinate to the payment of the obligations under this Lease and all other documents executed in connection with this Lease and any loan made by Lessor or Lessor's Affiliates to Lessee or to Lessee's Affiliates. Lessee agrees that all Management Agreements entered into in connection with the Leased Property shall expressly contain provisions reasonably acceptable to Lessor which (i) require an assignment of the Management Agreements to Lessor upon request by Lessor, (ii) confirm and warrant that all sums due and payable under the Management

Agreements are subordinate to this Lease, (iii) grant Lessor the right to terminate the Management Agreement as provided in Section 16.1(F), (iv) require the Management Company to execute and deliver to Lessor within ten (10) Business Days from Lessor's request an estoppel certificate, assignment and/or subordination agreement as required by Lessor and/or Lessor's lender providing financing to Lessor, in a form and content reasonably acceptable to Lessor and/or its lender, and (v) all fees due and payable under any Management Agreements shall be subordinate to all obligations under this Lease. At the request of Lessor from time to time Lessee shall execute and obtain from all parties subject to such Management Agreements executed written confirmation of such assignment or subordination, which shall be delivered to Lessor within ten (10) Business Days after receipt of Lessor's request.

37.10. **Intentionally Omitted.**

37.11. **Governing Law.** THIS LEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW JERSEY APPLICABLE TO CONTRACTS EXECUTED AND PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PRINCIPLES.

37.12. **Jurisdiction and Venue.** LESSOR AND LESSEE CONSENT TO PERSONAL JURISDICTION IN THE STATE OF NEW JERSEY. LESSOR AND LESSEE AGREE THAT ANY ACTION OR PROCEEDING ARISING FROM OR RELATED TO THIS LEASE SHALL BE BROUGHT AND TRIED EXCLUSIVELY IN THE STATE OR FEDERAL COURTS OF NEW JERSEY. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT. LESSOR AND LESSEE EXPRESSLY ACKNOWLEDGE THAT NEW JERSEY IS A FAIR, JUST AND REASONABLE FORUM AND LESSOR AND LESSEE AGREE NOT TO SEEK REMOVAL OR TRANSFER OF ANY ACTION FILED BY THE OTHER PARTY IN SAID COURTS. FURTHER, LESSOR AND LESSEE IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY CLAIM THAT SUCH SUIT, ACTION OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. SERVICE OF ANY PROCESS, SUMMONS, NOTICE OR DOCUMENT BY CERTIFIED MAIL ADDRESSED TO A PARTY AT THE ADDRESS DESIGNATED PURSUANT TO ARTICLE XXXI SHALL BE EFFECTIVE SERVICE OF PROCESS AGAINST SUCH PARTY FOR ANY ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT. A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT MAY BE ENFORCED IN ANY OTHER COURT TO WHOSE JURISDICTION ANY OF THE PARTIES IS OR MAY BE SUBJECT.

37.13. **Appointment of Agent and Attorney-in-Fact.** Notwithstanding anything contained herein to the contrary, for the purpose of effecting transfers and assignments described herein, Lessee hereby nominates and irrevocably designates and appoints Lessor its true and lawful agent and attorney-in-fact, either in the name of Lessor or in the name of Lessee or in the name of Lessor's designee to do all acts and things and execute all documents which Lessor may deem necessary or advisable to effect the transfers and assignments set forth herein, including, without limitation, preparing, signing and filing any and all agreements, documents and applications necessary to effect such transfers or assignments. This power is coupled with the ownership interest of Lessor in and to the Leased Property and the security interest of Lessor described in Section 16.6 hereof and all incidental rights attendant to any and all of the rights set forth herein.

37.14. **Intentionally Omitted.**

37.15. **Change in Ownership/Control.** Lessee hereby represents, warrants and covenants to Lessor that there shall occur no Change of Control Transaction with respect to Lessee without the prior written consent of Lessor, which consent may be granted or withheld in Lessor's sole discretion; provided, however, that

Lessor shall not unreasonably withhold, condition or delay its consent to a Change of Control Transaction that results solely from the conversion of Lessee to a nonprofit form of ownership, so long as Dr. Achintya Moulick is then the CEO of CarePoint Health Systems, Inc. and/or on the Board of Governors of CarePoint Health Systems, Inc.

37.16. **Counsel.** Lessor and Lessee acknowledge that they have read and understand this Lease, that they have had the ability to consult with an attorney of their own choosing before signing this Lease, have been afforded an opportunity to deliberate as to whether to enter into this Lease, that they understand the terms and effects of this Lease, and that they execute this Lease voluntarily.

37.17. **Compliance with Anti-Terrorism, Sanctions, Anti-Corruption, and Anti-Money Laundering Laws.** Lessor hereby notifies Lessee that pursuant to the requirements of certain Anti-Money Laundering Laws (including, without limitation, the USA PATRIOT Act) and Lessor's policies and practices, Lessor is required to obtain, verify and record certain information and documentation that identifies Lessee, its principals and Affiliates, which information includes the name and address of Lessee, its principals and Affiliates, and such other information that will allow Lessor to identify such parties in accordance with certain Anti-Money Laundering Laws (including, without limitation, the USA PATRIOT Act). Lessee will not, directly or indirectly, knowingly enter into any lease for the operation of any part of the Facility or any other lease or any material contracts with a Blocked Person. Lessee shall immediately notify Lessor if Lessee has Knowledge that Lessee or any of its principals or Affiliates is listed on a Sanctions List or (a) is convicted on, (b) pleads *nolo contendere* to, (c) is indicted on, or (d) is arraigned and held over on charges involving money laundering or predicate crimes to money laundering. Lessee will not, and shall not knowingly permit or authorize any of its Affiliates, officers, directors, employees, agents, or representatives to, directly or indirectly (i) conduct any business or engage in any transaction or dealing with any Blocked Person, including, without limitation, the making or receiving of any contribution of funds, goods or services to or for the benefit of any Blocked Person, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224, any similar executive order or other Anti-Money Laundering Law, or Sanctions or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, or causes any person including Lessor to violate, any of the prohibitions set forth in Executive Order No. 13224 or other Anti-Money Laundering Law or Sanctions. Lessee shall, and shall cause its subsidiaries to, at all times institute, maintain and comply with internal procedures and controls reasonably designed to ensure (i) that Lessee and its subsidiaries, and their respective officers, directors, employees, agents, and representatives shall not directly or indirectly enter into any transaction, conduct, or activity with, or, for the benefit of, any Blocked Person; (ii) continued compliance with Sanctions, Anti-Corruption Laws, and Anti-Money Laundering Laws.

37.18. **Electronically Transmitted Signatures.** In order to expedite the execution of this Lease, telecopied signatures or signatures sent by electronic mail may be used in the place of original signatures on this Lease. The parties intend to be bound by the signatures of the telecopied or electronically mailed signatures, and hereby waive any defenses to the enforcement of the terms of this Lease based on the form of the signature. Following any facsimile or electronic mail transmittal, the party shall promptly deliver the original instrument by reputable overnight courier in accordance with the notice provisions of this Lease.

37.19. **WAIVER OF JURY TRIAL.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, LESSOR AND LESSEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY OR ANY EXERCISE OF ANY PARTY OF THEIR RESPECTIVE RIGHTS

HEREUNDER OR IN ANY WAY RELATING TO THIS LEASE OR THE LEASED PROPERTY (INCLUDING ANY CLAIM OR DEFENSE ASSERTING THAT THIS LEASE WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR LESSOR TO ENTER INTO THIS LEASE.

37.20. **Counterparts**. This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

37.21. **Specific Performance**. In addition to any rights and remedies available to the parties hereunder or at law, each party shall be entitled to bring an action for specific performance and to seek other equitable relief in connection with any breach or violation of the provisions of this Lease.

37.22. **Survival**. Notwithstanding any provision of this Lease to the contrary, the parties acknowledge and agree that, with respect to the covenants and obligations under this Lease which relate to periods after the expiration or earlier termination of Lessee's tenancy under this Lease, including, without limitation, those covenants and obligations described in Sections 8.1, 8.3, 8.4, 16.2 and 37.3, and Articles XVII, XXI, XXXV and XXXVI, such covenants and obligations shall survive such expiration or earlier termination.

37.23. **Continuation of Defaults**. Notwithstanding any provision hereof to the contrary, whenever in this Lease the phrases "continuing," "continuation of" or similar words or phrases are used in connection with Events of Default, defaults, or events which with notice or passage of time would constitute Events of Default, such phrases or words shall not be construed to create any right in Lessee to have additional periods of time to cure such defaults or Events of Default other than those specific cure periods provided in this Lease.

37.24. **Joint Drafting**. The parties hereto and their respective counsel have participated in the drafting and redrafting of this Lease and the general rules of construction which would construe any provisions of this Lease in favor of or to the advantage of one party as opposed to the other as a result of one party drafting this Lease as opposed to the other or in resolving any conflict or ambiguity in favor of one party as opposed to the other on the basis of which party drafted this Lease are hereby expressly waived by all parties to this Lease.

37.25. **True Lease**. Lessor and Lessee agree that this Lease is intended as, and shall for all purposes constitute, a lease under the laws of the State of New Jersey, and nothing herein shall be construed as conveying to the Lessee any right, title or interest in or to the Leased Property or to any remainder or reversionary estates in the Leased Property held by any Person, except, in each instance, as a lessee. Under no circumstances shall this Lease be regarded as an assignment of all of Lessor's interest in and to the Leased Property; instead, Lessor and Lessee shall have the relationship between them of Lessor and Lessee, pursuant to the terms and provisions of this Lease. In no event shall Lessee or any Affiliate of Lessee claim depreciation, amortization or interest deductions as owner of any Leased Property for United States federal, state or local income tax purposes (except as to alterations not financed by Lessor). .

37.26. **Waiver of Landlord's Lien**. Lessor hereby waives any statutory lien it may have by operation of law with respect to any personalty of Lessee, including, without limitation, Lessee's Personal Property. Lessor shall, upon Lessee's request, enter into commercially reasonable agreements with Lessee's lender(s) and/or lessors to acknowledge and confirm Lessor's waiver of any statutory or common law lien as set forth above and expressly permit Lessee's lender(s) and/or lessor(s) to enter the Leased Property for the purposes of exercising its rights against its collateral and/or leased property pursuant to the terms and provisions of such agreement. In the event of any conflict between the provisions of this Section 37.26 and those of any intercreditor agreement entered into pursuant to Section 35.6, the latter shall control.

ARTICLE XXXVIII
MEMORANDUM OF LEASE

Lessor and Lessee shall, promptly upon the request of either, enter into a short form memorandum of this Lease, in form suitable for recording under the laws of the state in which, the Leased Property is located, in which reference to this Lease, and all options contained herein, shall be made. Lessee shall pay any recording costs in connection therewith.

[Signatures appear on following pages.]

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed by their respective officers thereunto duly authorized.

LESSOR:

CH 750 PARK LLC

By: _____

Name: Avery Eisenreich
Its: Manager

CH CASTLE LLC

By: _____

Name: Avery Eisenreich
Its: Manager

STATE OF New York
Kings COUNTY

The foregoing instrument was acknowledged before me in 21, on this 21 day of December,
2023 by Avery Eisenreich, as the Manager of the parties ahe

WITNESS my hand and official seal.

[AFFIX SEAL]



Notary Public

Printed Name: David Sussman

My Commission Expires: 5/7/24

LESSEE:

HUDSON HOSPITAL OPCO LLC

By: 

Name: Dr. Achintya Moulick, M.D.

Its: Authorized Signatory

STATE OF NEW JERSEY
HUDSON COUNTY

BE IT REMEMBERED, that on this day of December, 2022, before me, the subscriber, personally appeared Dr. Achintya Moulick, M.D. who acknowledged under oath, to my satisfaction, that this person (or if more than one, each person): (a) is the Authorized Signatory of HUDSON HOSPITAL OPCO LLC, named in the within instrument and is authorized to sign the within instrument on behalf of the limited liability company; and (b) as such Authorized Signatory, signed, sealed and delivered this instrument as the voluntary act and deed of the limited liability company, made by virtue of authority from its sole member and manager.

WITNESS my hand and official seal.



Notary Public

Printed Name: Caroline A. Meluso

My Commission Expires: 12/14/2025

[AFFIX SEAL]

Exhibit A
Legal Descriptions

The land is described as follows:

Tracts 1 - 4:

All that certain lot, tract or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Jersey City, County of Hudson, State of New Jersey being more particularly described as a portion of the following property described in Deed Book 8859 Page 848:

Lots 1, 9, 13 & 33, Block 6001, Lots 15, 16, 17, 18, 19 & 20, Block 6901 and Lot 21, Block 5903

BEGINNING at a point on the southeasterly line of Palisade Avenue, 66 feet wide right of way, where it is intersected by the southwesterly line of Montague Place, 25 feet wide right of way, and runs, thence

1. along the southwesterly line of Montague Place, South 52 degreed 05 minutes 00 seconds East 100.00 feet to a point in same; thence
2. along the southeasterly terminus of Montague Place and southeasterly line of Tax Lot 2 in Block 6001, North 37 degrees 55 minutes 00 seconds East, 47.84 feet to a point; thence
3. along the northeasterly line of said Tax Lot 2, North 52 degrees 05 minutes 00 seconds West 100.00 feet to a point in the southeasterly line of Palisade Avenue; thence
4. along the southeasterly line of Palisade Avenue North 37 degrees 55 minutes 00 second East 22.83 feet to the southwesterly line of Tax Lot 9 in Block 6001; thence
5. along the southwesterly line of said Tax Lot 9, South 52 degreed 05 minutes 00 seconds East 100.00 feet to a point; thence
6. along the southeasterly line of Tax Lots 9 and 8, in Block 6001, North 37 degrees 55 minutes 00 seconds East 45.66 feet to a point; thence
7. along the northeasterly line of said Tax Lot 8, North 52 degrees 05 minutes 00 seconds West 100.00 feet to a point in the southeasterly line of Palisade Avenue; thence
8. along the southeasterly line of Palisade Avenue, North 37 degrees 55 minutes 00 seconds East 45.67 feet to the southwesterly line of Hill Street; thence
9. along the southwesterly line of Hill Street, South 52 degrees 05 minutes 00 seconds East 120.00 feet to a point; thence
10. along the southeasterly terminus of Hill Street and the southeasterly line of Tax Lot 5 in Block 6001, North 37 degrees 55 minutes 00 seconds East 29.70 feet to a point; thence
11. along the northeasterly line of Tax Lot 5 in Block 6001 North 52 Degrees 05 minutes 00 seconds West 120.00 feet to a point on the southeasterly line of Palisade Avenue; thence
12. along the southeasterly line of Palisade Avenue North 37 Degrees 55 minutes 00 secibds /east 18.33 feet to the southwesterly line of Tax Lot 6 in Block 6001; thence
13. along the southwesterly line of Tax Lot 6 in Block 6001, South 52 degrees 05 minutes 00 seconds East 28.18 feet to a point in a party wall; thence
14. continuing along the southwesterly line of said Tax Lot 6 being through the party wall, South 53 degrees 26 minutes 04 seconds East a distance of 41.14 feet to a point; thence
15. continuing along the southwesterly line of Tax Lot 6, South 52 degrees 05 minutes 00 seconds East 50.70 feet to a point thence
16. along the southeasterly line of Tax Lot 6 in Block 6001, North 37 degrees 55 minutes 00 seconds East 17.67 feet to a pint; thence
17. along the northeasterly line of Tax Lot 6 in Block 6001, North 52 degrees 05 minutes 00 seconds West a distance of 50.83 feet to a point in a party wall; thence

18. continuing along the northeasterly line of Tax Lot 6, through said party wall, North 53 degrees 25 minutes 56 seconds West 41.21 feet to a point; thence
19. continuing along the northeasterly line of Tax Lot 6, North 52 degrees 05 minutes 0 seconds West 27.98 feet to a point on the southeasterly line of Palisade Avenue; thence
20. along the southeasterly line of Palisade Avenue, North 37 degrees 55 minutes 00 seconds East 93.94 feet to the suthwesterly line of Tax Lot 7 in Block 6001; thence
21. along the southwesterly line of Tax Lot 7 in block 6001, South 52 degrees 05 minutes 00 seconds East 120.00 feet to a point; thence
22. along the southeasterly line of Tax Lot 7, North 37 degrees 55 minutes 00 seconds East 25.00 feet to a point; thence
23. alont the northeasterly line of Tax Lot 7, north 52 degrees 05 minutes 00 seconds West 10.00 feet to the southeasterly line of Tax Lot 8 in Block 6001; thence
24. along the southeasterly line of Tax Lot 8, North 37 degrees 55 minutes 00 seconds East 60.36 feet to a point; thence
25. along the northeasterly line of Tax Lot 8 in Block 6001 North 52 degrees 05 minutes 00 seconds West 110.00 feet to a point in the southeasterly line of Palisade Avenue; thence
26. along the southeasterly line of Palisade Avenue North 37 degrees 55 minutes 00 seconds East 239.97 feet to beginning corner described in Deed Book 3341, page 1013 being the most southwesterly corner in Tax Lot 14 in Block 6001; thence
27. along the southwesterly lone of Tax Lot 14, South 52 degrees 05 minutes 00 seconds East 100.00 feet to a point; thence
28. along the southeasterly line of Tax Lots 14, 15, 16, 17, 18, 19, 20, and 21 in Block 6001 North 37 degrees 55 minutes 00 seconds East 150.48 feet to a point; thence
29. along the northeasterly line of Tax Lot 21, North 52 degrees 05 minutes 00 seconds West 100.00 feet to a point in the southwesterly line of Palisade Avenue; thence
30. along the southeasterly line of Palisade Avenue North 37 degrees 55 minutes 00 seconds East 83.80 feet to the beginning\ corner described in Deed Book 4508, page 144 being the most southwesterly corner of Tax Lot 23 in Blook 6001; thence
31. along the southwesterly line of Tax Lot 23 in Block 6001, South 62 degrees 17 minutes 00 seconds East 101.61 feet to a point; thence
32. along the southeasterly line of Tax Lots 23, 24, 25, 26, 27, 28, 29, and 30 in Block 6001, North 37 degrees 55 minutes 00 seconds East 121.75 feet to the beginning corner of the first tract described in Deed Book 4430, page 137, said beginning point being on a course of South 37 degrees 55 minutes 00 seconds West 20.00 feet from the most northeasterly corner of Tax Lot 30, Block 6001; thence
33. by a line parallel with the southerly line of Tax Lot 32 Block 6001 (formerly known as Tax Lot 13 Block 704) South 52 degrees 05 minutes 00 seconds East 23.00 feet to a point; thence
34. South 59 degrees 36 minutes 37 seconds East 24.20 feet to a point distant 16.83 feet southerly from the southerly line of said Lot 32; thence
35. parallel with the southerly line of said Lot 32, South 52 degrees 05 minutes 00 seconds East 22.00 feet to a point; thence
36. South 37 degrees 55 minutes 00 seconds West 71.24 feet to a point on the northerly line of lands formerly of the Delaware Lackawanna and Western Railroad, north the New Jersey Department of Transportation; thence
- 37.along said northerly line of lands of the New Jersey Department of Transportation North 62 degrees 30 minutes 00 seconds West 19.15 feet to a point; thence
38. along the fifth course of lands conveyed by New Jersey Transit Corporation to Christ Hospital by deed recorded in Deed Book 4508, page 143, South 37 degrees 55 minutes 00 seconds West 97.81 feet to a point in the former northerly line of Prospect Avenue, now vacated; thence
39. along said formerly northerly sideline of Prospect Avenue, South 43 degrees 09 minutes 00 seconds East 101.06 feet to a point in the westerly line of Tax Lot 10, Block 6001 being the formerly easterly line of Ogden Avenue, now vacated; thence

40. along the westerly line of Tax Lot 10 Block 6001 being the formerly easterly line of Ogden Avenue South 37 degrees 55 minutes 00 seconds West 239.73 feet to the terminus of the thirteenth course of Plot 2 in Deed Book 5889, Page 3; thence

41. along the thirteenth course reversed, North 52 degrees 05 minutes 00 seconds West 15.04 feet to the terminus of the second course described in a subdivision deed from Christ Hospital to Christ Hospital recorded in Deed Book 3258, page 870, said point being marked with a capped iron bar found; thence

42. partly along said second course of said subdivision deed and along the twelfth course reversed of the aforementioned second plot in Deed Book 5889 page 3. Being the westerly line of said Lot 10, South 37 degrees 55 minutes 00 seconds West 409.23 feet to the terminus of the eleventh course of said plot 2; thence

43. along said eleventh course reversed being the former northeasterly line Hill street, now vacated, North 52 degrees 05 minutes 00 seconds West 10.02 feet to a point; thence

44. along the westerly line of said Tax Lot 10, South 37 degrees 55 minutes 00 seconds West 25.00 feet to a point in the former southwesterly line of said Hill Street; thence

45. along the southwesterly line of Tax Lot 10 in Block 6001 South 52 degrees 05 minutes 00 seconds East 128.89 feet to a point in the northwesterly line of Hoboken Avenue, a variable width right of way; thence

46. along the northwesterly line of Hoboken Avenue, South 28 degrees 25 minutes 32 seconds Wes 76.49 feet to a point in same; thence

47. continuing along the northwesterly line of Hoboken Avenue, a 50.00 feet wide right of way, South 39 degrees 39 minutes 11 seconds West 74.59 feet to a point where the same is intersected by the northeasterly line of lands now or formally of the Jersey City Water Works; thence

48. along the line of lands now or formally of the Jersey City Water Works, North 52 degrees 05 minutes 00 seconds West 139.19 feet to a point; thence

49. along the former southeasterly terminus of Monlague Place, now vacated, South 37 degrees 55 minutes 00 seconds West 12.00 feet to a point; thence

50. along the southwesterly line of lands now or formerly of the Jersey City Water works, South 52 degrees 05 minutes 00 seconds East 136.80 feet to a point in the said northwesterly line of Hoboken Avenue thence

51. continuing continuing along the northwesterly line of Hoboken Avenue, South 39 degrees 39 minutes 11 seconds west 270.48 fete to an angle point in same; thence

52. continuing along the northwesterly line of Hoboken Avenue, South 48 degrees 02 minutes 43 seconds West 444.14 feet to a point in same; thence

53. continuing along the northwesterly line of Hoboken Avenue South 45 degrees 14 minutes 31 seconds West 198.58 feet to an angle point in same; thence

54. continuing along the northwesterly line of Hoboken Avenue, South 57 degrees 50 minutes 28 seconds West 91.43 feet to the northeasterly line of Tax Lot 14 in block 6901; thence

55. along the northeasterly line of Tax Lot 14 in Block 6901, North 42 degrees 16 minutes 09 seconds West 224.33 feet to a point in the southeasterly line of Palisade Avenue; thence

56. along the southeasterly line of Palisade Avenue North 37 degrees 55 minutes 00 seconds East a distance of 952.25 feet to the point and place of BEGINNING

Lot 21, Block 5903

BEGINNING at a point on the northwesterly line of Palisade Avenue, a 66.00 feet wide right of way, at its intersection with the northeasterly line of Beacon Avenue, a 70.00 feet wide right of way, and runs; thence

1. Along the northeasterly line of Beacon Avenue North 42 degrees 57 minutes 30 seconds West 130.82 feet to the beginning corner described in Deed Book 4923, page 172; thence
2. Along the fourth course in said Deed Book 4923, page 172 being the southeasterly line of Tax Lot 22 in Block 5903, North 47 degrees 02 minutes 30 seconds East 107.92 feet to a point in the southeasterly line of Tax Lot 19, block 5903; thence
3. Along the southerly line of Tax Lot 19, South 46 degrees 14 minutes 30 seconds east 12.02 feet to a point; thence

4. Partly along the southerly line of Tax Lot 19 and partly along the southerly line of Tax Lot 20 in block 5903, South 52 degrees 05 minutes 00 seconds East 59.70 feet to a point; thence
5. Along the southeasterly line of Tax Lot 20 in Block 5903, North 37 degrees 55 minutes 00 seconds East 105.90 feet to a point in the southwesterly line of Laidlaw Avenue, an 80 feet wide right of way; thence
6. Along Laidlaw Avenue, South 43 degrees 46 minutes 30 seconds East distance of 40.82 feet to its intersection with the northwesterly line of Palisade Avenue; thence
7. Along the northwesterly line of palisade avenue, South 37 degrees 55 minutes 00 seconds West a distance of 226.08 feet to the point or place of BEGINNING

FOR INFORMATION ONLY:

County: Hudson, Municipality: Jersey City

Tax Block: 6001, Tax Lots: 1, 9, 13 & 33 and Tax Block 6901 Lots 15, 16, 17, 18, 19 & 20

Address: 218 Palisade Avenue, 250 Palisade Avenue, 142 Palisade Avenue, 206 Palisade Avenue, Jersey City, NJ 07306.

The above Tax Lot and Block designation and the street address designation is for informational purposes only and is not to be construed as part of the legal description.

Tract 5:

All that certain lot, tract or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Jersey City, County of Hudson, State of New Jersey being more particularly described as follows:

BEGINNING at a point in the southeasterly line of Palisade Avenue (66 feet wide right of way) where it is intersected by the southwesterly line of Montague Place (25 feet wide right of way) and running, thence

1. Along the southwesterly line of Montague Place crossing its southeasterly terminus and then along the dividing line between Tax Block 6001, Lot 9 to the northeast and Tax Block 6901, Lot 20 to the southeast and then crossing the northwesterly terminus of Montague Place (12 foot wide right of way as shown on the current Tax Assessment Map of the City of Jersey City) and then along the southwesterly line of Montague Place, South 52 degrees 05 minutes 00 seconds East, 363.83 feet to a point in the northwesterly line of Hoboken Avenue (55 feet wide right of way); thence
2. Along the northwesterly line of Hoboken Avenue, South 39 degrees 39 minutes 11 seconds East, 270.48 feet to an angle point; thence
3. Still along the same, South 48 degrees 02 minutes 43 seconds East, 279.14 feet to a point where it is intersected by the northeasterly line of Tax Block 6901, Lot 17; thence
4. Along said northeasterly line, North 42 degrees 05 minutes 00 seconds West, 311.27 feet to a point in the aforementioned southeasterly line of Palisade Avenue (66 feet wide right of way); thence
5. Along the southeasterly line of Palisade Avenue, North 37 degrees 55 minutes 00 seconds East, 491.09 feet to the point or place of BEGINNING.

Containing 179,948 square feet or 4.131 acres

This description was prepared in accordance with a map entitled "Lot Consolidation Plan, Lots 18, 19, 20, Block 6901, Christ Hospital, Lots 5, 9, 13, 33, Block 6001, Lots 15, 16, 17, 18, 19, 20, Block 6901, City of

Jersey City, Hudson County, New Jersey" prepared by Dresdner Robin, Hanson Engineering Division, dated August 21, 2015, revised to September 2, 2015, Job No. 09881-002

FOR INFORMATION ONLY:

County: Hudson, Municipality: Jersey City

Tax Block: 6901, Tax Lot: 18.01

Address: Tract 5: 176 Palisade Avenue, Jersey City, NJ 07306.

The above Tax Lot and Block designation and the street address designation is for informational purposes only and is not to be construed as part of the legal description.

Tract 6:

All that certain lot, tract or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Jersey City, County of Hudson, State of New Jersey being more particularly described as follows:

BEGINNING on the easterly side of Palisade Avenue, where the same is intersected by the northerly side of Palisade Place (now Hill St.) and from said beginning point running

- (1) Easterly along said northerly side of Palisade Pl. (now Hill St.) 120.01 feet to a point; thence
- (2) Northerly and parallel with Palisade Ave. 4.70 feet to a point; thence
- (3) Westerly and parallel with Palisade Pl. (now Hill St.) 120.01 feet to a point on the easterly side of Palisade Ave. and thence
- (4) Southerly along the easterly side of Palisade Ave. 4.70 feet to the point or place of BEGINNING.

FOR INFORMATION ONLY:

County: Hudson, Municipality: Jersey City

Tax Block: 6001, Tax Lot: 5

Address: Tract 6: N/A Palisade Avenue, Jersey City, NJ 07306.

The above Tax Lot and Block designation and the street address designation is for informational purposes only and is not to be construed as part of the legal description.

Exhibit B
Permitted Exceptions

SCHEDULE B, PART II
Exceptions

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which may arise by reason of:

1. Notwithstanding any provision of the policy to the contrary, any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. Omitted per survey endorsement.
2. Intentionally Deleted.
3. Rights of Hudson Hospital Opco, LLC and its subtenants, as tenants only, without options to purchase or rights of first refusal.
4. Taxes for the year 2023 and subsequent years, a lien not yet due and payable.
5. Intentionally Deleted.
6. Intentionally Deleted.
7. Subject to subsurface conditions not disclosed of record. (Owner's Policy Only).
8. Rights, public and private, in and to all road, streets and avenues crossing, bounding or affecting the premises.
9. Covenants, conditions, restrictions and easements which may exist on the land.
10. Intentionally Deleted.
11. Intentionally Deleted.
12. Subject to Easements as set forth in Deed Book 3234 Page 697, Deed Book 3638 Page 109, Deed Book 3236 Page 768, Deed Book 4508 Page 143, Deed Book 4 Page 583, Deed Book 5 Page 48, Deed Book 942 Page 160, Deed Book 1631 Page 107, Deed Book 2144 Page 142, Deed Book 1692 Page 398, Deed Book 1705 Page 231, Deed Book 1706 Page 11, Deed Book 659 Page 239 and in Deed Book 1471 Page 378.
13. Subject to Restrictions as set forth in Deed Book 3039 Page 459, Deed Book 3039 Page 462, Deed Book 3039 Page 465, Deed Book 3039 Page 468, Deed Book 4508 Page 143, Deed Book 3039 Page 471, Deed Book 42 Page 154, Deed Book 160 Page 59 and in Deed Book 672 Page 85.
14. Subject to Reservation as set forth in Deed Book 1668 Page 524 and in Deed Book 1724 Page 44.
15. Intentionally deleted.

16. Tract 1: The Company will not be responsible for any retroactive re-assessment of the real estate taxes affecting the property.
17. Intentionally deleted.
18. Any water or sewer charges and other miscellaneous assessments, which might include charges for use prior to the date of the policy.
19. Intentionally deleted.
20. Possible added or omitted assessments as provided by N.J.S.A. 54:4-63.1, et seq.

Exhibit C
Existing Subleases

Subleases

1. Sublease between Hudson Hospital Opc, LLC, as sublandlord, and The Nephrology Group, as subtenant, for the property located at 142 Palisade Avenue, Suite 210, Jersey City, New Jersey 07306
 - a. First Amendment to Sublease
 - b. Second Amendment to Sublease
2. Sublease between Hudson Hospital Opc, LLC, as sublandlord, and Gastroenterology Medical Associates, PA, as subtenant, for the property located at 142 Palisade Avenue, Suite 201, Jersey City, New Jersey 07306
 - a. First Amendment to Sublease
 - b. Second Amendment to Sublease
3. Sublease between Hudson Hospital Opc, LLC, as sublandlord, and Babak Behin, M.D., as subtenant, for the property located at 142 Palisade Avenue, Suite 207, Jersey City, New Jersey 07306
 - a. First Amendment to Sublease
 - b. Second Amendment to Sublease
4. Sublease between Hudson Hospital Opc, LLC, as sublandlord, and Desus Realty, Inc., as subtenant, for certain property located at 142 Palisade Avenue, Jersey City, New Jersey 07306

Timeshares

1. Timeshare Use Agreement between Hudson Hospital Opc, LLC, as grantor, and Joel Abramowitz, M.D., as grantee, for the property located at 142 Palisade Avenue, Suite 109, Jersey City, New Jersey 07306
2. Timeshare Use Agreement between Hudson Hospital Opc, LLC, as grantor, and Dilip Shah, M.D., as grantee, for the property located at 142 Palisade Avenue, Suite 105, Jersey City, New Jersey 07306
 - a. Amendment
3. Timeshare Use Agreement between Hudson Hospital Opc, LLC, as grantor, and Aseel Sadik, M.D., as grantee, for the property located at 142 Palisade Avenue, Suite 105, Jersey City, New Jersey 07306
 - a. Amendment
4. Timeshare Use Agreement between Hudson Hospital Opc, LLC, as grantor, and Hudson Pulmonary and Critical Care, LLC, as grantee, for the property located at 142 Palisade Avenue, Suite 102, Jersey City, New Jersey 07306
 - a. Amendment

Exhibit D
Calculation of Lease Base

Schedule 1(a)
Ownership of Lessee

Name and address of Member:

CH Hudson Holdco, LLC
c/o CarePoint Health Systems, Inc.
308 Willow Avenue
Hoboken, New Jersey 07030.

Percentage Interest:

100%

Schedule 8.3
Hazardous Materials Permits

None.

Schedule 8.6

Exceptions to Status as Single Purpose Entity

None.