

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “**Agreement**”) is entered into effective November 7, 2023 (the “**Effective Date**”), by and among **Polk County**, a political subdivision of the State of Florida (“**Seller**”), and **Millennial Property Investments Corp**, a Florida not-for-profit corporation (the “**RE Buyer**”), and **Blue Falcon Operations Corporation**, a Florida not-for-profit corporation (the “**Operator**”). RE Buyer and Operator are hereinafter collectively referred to as the “**Buyer**”). Seller and Buyer may be referred to herein as a “**Party**” and collectively as, the “**Parties**.”

RECITALS:

A. Seller is the owner and operator of that certain 60-bed skilled nursing facility commonly known as the Rohr Home, located at 2120 Marshall Edwards Drive in Bartow, Florida (the “**Facility**”), and the real and personal property associated therewith.

B. Seller provides skilled nursing and other related services to patients at the Facility (collectively, the “**Business**”).

C. Subject to the terms and conditions set forth herein, (i) Seller desires to sell and assign to Buyer and Buyer desires to purchase and assume from Seller substantially all of the assets and liabilities of the Facility with RE Buyer to become the owner of the real property associated therewith and Operator to become the operator of the Facility and the owner of all personal property associated therewith.

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

ARTICLE I. PURCHASE AND SALE OF ASSETS

Section 1.01 Transfer of Assets.

(A) Upon the terms and subject to the conditions set forth in this Agreement, at the Closing (as hereinafter defined), except for the Excluded Assets (as hereinafter defined) Seller shall sell and RE Buyer or the Operator, as the case may be, shall buy, free and clear of all Claims, except for Permitted Exceptions (as hereinafter defined), all of the following assets, properties and rights associated with the Facility (collectively, the “**Purchased Assets**”):

(1) Real Property. All of Seller’s right, title and interest in and to (i) the land commonly known as 2120 Marshall Edwards Drive, Bartow, Florida, as more particularly described on Exhibit A (the “**Land**”), (ii) the Facility and any and all other fixtures and improvements erected thereon, (iii) any rights of way, appendages, appurtenances, easements, sidewalks, alleys, gores or strips of land adjoining or appurtenant to the Land or any portion thereof and used in conjunction therewith, (iv) any development rights appurtenant to the Land or any portion thereof, including without limitation all leaseholds and subleaseholds therein, improvements, fixtures and fittings thereon, and easements, rights-of-way and other appurtenants thereto and improvements erected thereon (collectively, the “**Real Property**”), which shall include, without limitation, the existing parking lot adjacent to the Facility; and

(2) Personal Property. All right, title and interest to the other assets of Seller used in the operation of the Business (collectively, the “**Other Property**”), including without limitation:

(a) the tangible personal property (including all furniture, fixtures and equipment, machinery, manufactured and purchased parts, medical supplies and equipment) which is located within the Facility as of the Effective Date, including, but not limited to, the material tangible personal property set forth on Schedule 1.01(A)(2)(a), but specifically excluding the Excluded Assets (defined hereinafter), and any goodwill of Seller associated with the Business;

(b) The rights of Seller in and to the Assumed Contracts (as defined in Section 4.12(B));

(c) To the extent assignable by Seller, all licenses, permits, certificates of authority, certificates of need, registrations, accreditations, and certificates of occupancy issued by any Governmental Authority relating to the use, maintenance or operation of the Facility, running to, or in favor of, Seller, including, as more fully set forth on Schedule 1.01(A)(2)(c) (the “**Governmental Authorizations**”);

(d) All consumable inventories of every kind and nature whatsoever (specifically including, but not limited to, all pharmacy supplies, nursing supplies, medical supplies, housekeeping supplies, laundry supplies, maintenance supplies, office supplies, dietary supplies, other supplies and food) located at the Facility and used solely in connection with the operation of the Business as currently conducted (the “**Supplies**”), which Supplies shall be in a quantity sufficient to allow for the orderly operation of the Business for a period of thirty (30) days after the Closing based upon average consumption of the Supplies over the twelve (12) months prior to Closing;

(e) To the extent assignable by Applicable Law, the Provider Agreements (as defined below);

(f) All existing agreements with residents and any guarantors thereof, to the extent assignable by Seller, provided that Seller shall retain any rights against the residents and any guarantors, and the residents and guarantors shall not be released from any obligations such parties owe to Seller to the extent that the same relate to the period prior to the Closing Date (as defined in Section 7.01) and

(g) All of the books, records (including all current resident and employee records in the form located at the Facility on the Closing Date), policies and procedures manuals, accounts, files, logs, ledgers and journals pertaining to or used in the operation of the Facility, including, but not limited to, employee records, and resident records, howsoever stored, including any electronic data stored on computer disks or tapes, and originals of any of the foregoing that relate to the Facility, to the extent that Seller has retained any such originals, except as otherwise provided herein (collectively, the “**Facility Records**”); and

(h) All comprehensive emergency management plans and any manuals used in connection therewith, including, without limitation life safety plans required by federal and state governmental authorities.

(B) Notwithstanding anything to the contrary contained in this Agreement, the assets of Seller listed on Schedule 1.01(B) shall not be transferred to Buyer and shall not constitute Purchased Assets (collectively, the “**Excluded Assets**”).

(C) Seller shall transfer title to the Real Property to RE Buyer pursuant to a statutory county deed in substantially the form attached hereto as Exhibit B (the “**Deed**”), an Assignment and Assumption Agreement in substantially the form attached hereto as Exhibit C (the “**RE Assignment and**

Assumption Agreement”), and a Bill of Sale in substantially the form attached hereto as Exhibit D (the **“RE Bill of Sale”**), and such other documents and instruments as RE Buyer or its counsel may reasonably request. The Deed shall be subject only to (i) liens or other encumbrances for real estate taxes and assessments not yet due and payable; (ii) easements, rights of way, restrictions and other similar rights or conditions of record that do not materially interfere with the operation of the Business as currently conducted, including, without limitation, a utility easement for fiber optic cable in favor of the County to be granted at Closing and as more fully described on Schedule 1.01(C); (iii) the rights of residents pursuant to their occupancy agreements; (iv) applicable zoning and use laws and regulations to the extent the same are not violated by the improvements located at the Real Property as of the Closing Date (collectively, the **“Permitted Exceptions”**).

(D) Seller shall transfer the Other Property to the Operator pursuant to an Assignment and Assumption Agreement in substantially the form attached hereto as Exhibit E (the **“Operations Assignment and Assumption Agreement”**), and a Bill of Sale in substantially the form attached hereto as Exhibit F (the **“Operations Bill of Sale”**), and such other documents and instruments as the Operator or its counsel may reasonably request.

(E) At any time and from time to time after the Closing Date, at the reasonable request of Buyer and without further consideration, Seller shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation as may be reasonably requested in order to more effectively transfer, convey and assign to Buyer and to confirm Buyer’ title to the Purchased Assets.

(F) **EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT, IT IS EXPRESSLY AGREED THAT THE BUYER ACCEPTS THE FACILITY, THE PURCHASED ASSETS, AND ANY OTHER ASSET, PROPERTY, OR RIGHT TRANSFERRED BY SELLER TO THE BUYER, “AS IS, WHERE IS, AND WITH ALL FAULTS” AS OF THE CLOSING DATE. EXCEPT FOR THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER HAS NOT MADE ANY REPRESENTATION OR WARRANTY REGARDING ANY OF THE FOREGOING ASSETS, PROPERTIES AND RIGHTS OR ANY OTHER MATTER REGARDING OR RELATING TO THE TRANSACTIONS CONTEMPLATED HEREBY.**

Section 1.02 Purchase Price. In consideration for the transfer of the Purchased Assets, upon the terms and subject to the conditions set forth in this Agreement, the aggregate purchase price to be paid by Buyer for the Purchased Assets shall be Five Million and No/100 Dollars (\$5,000,000.00) (the **“Purchase Price”**), all of which shall be paid by Buyer as follows:

(A) Deposit. Within two (2) business days following the execution of this Agreement, Purchaser shall deliver to Peterson & Myers, P.A., Attn: Michael J. Kincart, Esq. (**“Escrow Agent”**), as escrow agent, an earnest money deposit in the amount of Fifty Thousand and No/100 Dollars (\$50,000.00) (the **“Deposit”**). The Deposit shall be held by the Escrow Agent and shall be released to Seller and credited towards the Purchase Price at Closing.

(B) Balance of the Purchase Price. The balance of the Purchase Price, as adjusted pursuant to this Agreement, shall be deposited in escrow with the Escrow Agent by wire transfer of immediately available funds no less than ten (10) days prior to the Closing Date and released to Seller at the Closing.

Section 1.03 Allocation of Purchase Price. The Purchase Price shall be allocated among the Purchased Assets purchased hereunder as set forth on Schedule 1.03, which shall be determined by Buyer and attached hereto prior to the Closing Date, provided that nothing set forth therein violates any rights or

obligations of Seller. RE Buyer and Operator shall duly and timely file Form 8594 with its appropriate tax returns. The Parties acknowledge and agree that Seller is a governmental entity and does not pay taxes.

Section 1.04 Taxes, Fees and Expenses Associated with Transfer of the Assets. Each Party shall bear its own expenses incurred in connection with the negotiation and preparation of this Agreement and with the transactions contemplated by this Agreement including, without limitation, due diligence and costs of counsel. Seller shall be responsible for and shall pay one hundred percent (100%) of: (a) all applicable conveyance fees, state and county transfer taxes, recordation taxes and all other similar taxes arising out of the consummation of the transactions contemplated hereby, if any, and fifty percent (50%) of: (x) the cost to issue the title commitments and exam fees and the owner's title policy premium, which shall not exceed the maximum rate permitted under Florida law, and (z) the escrow fee. Buyer shall pay one hundred percent (100%) of (a) any due diligence including the cost of any environmental reports, surveys, zoning reports, or any other reports that RE Buyer orders, (b) any extended coverage and endorsements to the owner's policy of title insurance (other than a mechanic's lien endorsement relating to mechanic's liens that were created during the period that Seller owned the Land, if applicable, which shall be paid by Seller), (c) any lender's policy of title insurance, including the premium and extended coverage and endorsements thereto, and (d) costs to record the Deed, and fifty percent (50%) of (i) the escrow fee, and (ii) the cost to issue the title commitments and exam fees and the owner's title policy premium, which shall not exceed the maximum rate permitted under Florida law. Except as set forth in this Section 1.04, Buyer and Seller shall each pay its own costs incurred in connection with the transactions contemplated herein, including all attorneys' fees and due diligence expenses.

Section 1.05 Expense and Deposit Prorations.

(A) All expenses arising from the operation of the Business, including, without limitation, franchise permit fees or "bed taxes," employee wages, salaries and accrued paid time off benefits, telephone expenses and utility charges shall be apportioned between Buyer and Seller as of the Effective Time (as defined in Section 7.01), in accordance with the principle that Seller shall be responsible for all expenses and obligations arising from the conduct of the business or ownership of the Facility before such time, and Buyer shall be responsible for all expenses and obligations arising from the conduct of the Business or ownership of the Facility after such time. In general, such apportionments shall be made so as to reimburse Seller for prepaid expense items and to charge Seller for any taxes or expenses that become due on or after the Closing Date to the extent that the same are attributable to periods before the Closing Date. The intent of this provision shall be implemented by Buyer remitting to Seller any invoices to the extent that the same reflect a service provided before the Closing Date and by Buyer assuming responsibility for the payment of any invoices which reflect a service provided or delivery date on and after the Closing Date.

(B) Buyer shall allow Seller to have access to the Facility's business office manager during normal business hours after the Closing Date and upon reasonable advance written notice to, among other things, facilitate the completion by Seller of its accounting and financial close for the month prior to the Closing Date and for Seller's fiscal year, and other financial/accounting related services related to the operation of the Facility by Seller prior to the Closing Date, provided that Seller shall exercise such access rights on terms which do not unreasonably interfere with the ability of the business office manager to perform his/her duties for Buyer from and after the Closing Date. Seller shall be responsible for any actual, out of pocket costs incurred by Buyer associated with its granting such access post-Closing. Seller's notice shall identify in reasonable detail the records and other information, if any, that Seller is seeking. For the avoidance of doubt, Buyer's actual, out-of-pocket costs do not include expenses that Buyer would otherwise incur such as, by way of example and not limitation, the business office manager's salary.

ARTICLE II. REPRESENTATIONS AND WARRANTIES OF SELLER

As an inducement to Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, Seller represents and warrants to Buyer as follows, all with respect only to the Facility and the Business and not with respect to any of Seller's other operations:

Section 2.01 Organization and Qualification of Seller. Seller is a political subdivision of the State of Florida validly existing and in good standing under the laws of the State of Florida.

Section 2.02 Power and Authority. Seller has full power and authority to own and hold its properties and to carry on its business as now conducted. Seller (a) has full power and authority to execute, deliver and perform this Agreement (including the Exhibits and Schedules hereto) and execute and deliver the other documents and instruments required of Seller as contemplated hereby (collectively, the "**Seller Documents**") and to consummate the transactions contemplated hereby and thereby and (b) has taken all necessary action to authorize and approve the execution, delivery and performance of this Agreement and the other Seller Documents and the consummation of the transactions contemplated hereby and thereby. This Agreement and the other Seller Documents have been duly and validly executed and delivered by Seller and constitute valid and binding obligations of Seller, enforceable against each of them in accordance with their terms.

Section 2.03 Validity, Etc. Neither the execution and delivery of this Agreement or the other Seller Documents, the consummation of the transactions contemplated hereby or thereby, nor the performance of this Agreement or the other Seller Documents and such other agreements in compliance with the terms and conditions hereof and thereof by Seller will: (i) violate, conflict with or result in any breach of any trust agreement, Certificate of Formation, bylaw, judgment, decree, ordinance, order, statute or regulation applicable to Seller; (ii) violate, conflict with or result in a breach, default or termination or give rise to any right of termination, cancellation or acceleration of the maturity of any payment date of any of the obligations of Seller or increase or otherwise affect the obligations of Seller under any law, rule, regulation or any judgment, decree, order, governmental permit, license or order or any of the terms, conditions or provisions of any mortgage, indenture, note, license, agreement or other instrument or obligation related to Seller or to any of abilities to consummate the transactions contemplated hereby or thereby, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been or will be obtained in writing prior to the Closing Date and provided to Buyer; (iii) violate any order, writ, injunction, decree, statute, ordinance, rule or regulation applicable to Seller; or (iv) result in the creation of any Claim upon the Business or the Purchased Assets.

Section 2.04 Financial Statements. Seller has furnished to Buyer the (a) Facility-specific schedules to Seller's financial statements of Seller at and for the fiscal years ended September 30, 2021 and September 30, 2022 (collectively, the "**Annual Financial Statements**"); and (b) the internally prepared facility specific trial balance of Seller as of August 31, 2023 (the "**Interim Balance Date**") and such trial balance (the "**Interim Balance**"). The Annual Financial Statements have been prepared in accordance with generally accepted accounting principles ("**GAAP**") for governmental agencies or political subdivisions of a state, consistently applied, and were prepared from the books and records of Seller. Such books and records are complete and correct in all material respects, accurately reflect all transactions of Seller, and have been made available to Buyer for examination. The Annual Financial Statements fairly present in all material respects the financial position of Seller as of the dates thereof and the results of its operations for the periods ended on the dates thereof. Since the Interim Balance Date, (i) there has been no change in the assets, liabilities or financial condition of the assets of Seller except for changes in the ordinary course of Business as currently conducted, and (ii) none of the business, financial condition, operations, property or

affairs of Seller has been materially, adversely and permanently affected as a result of COVID-19 infections within the Facility.

Section 2.05 Employment and Labor Matters. Except as set forth on Schedule 2.05, Seller is not a party to any collective bargaining agreement, employment agreement or other labor contract, and there are no pending or, to Seller's Knowledge, threatened labor disputes at the Facility including, but not limited to, any strike, slowdown, picketing, work stoppage, organizational activities or employee grievance process affecting the Facility. Seller has complied in all material respects with all Applicable Laws governing wage, hour, payroll and all other employment and labor matters. No Current Employee has any right to acquire or encumber any of the Purchased Assets. To Seller's Knowledge, no activity of any employee at a Facility as or while an employee of such Facility has caused a violation of any employment contract, confidentiality agreement, patent disclosure agreement or other contract to which such employee was a party. Schedule 4.05 lists all Current Employees, as defined below, of Seller in the Business on the date hereof, along with the amount of the current annual salaries and total compensation paid or due for services to each employee for the most recent fiscal year-end and the year-to-date, and a full and complete description of any commitments to or contracts with such Facility Employees with respect to compensation payable thereafter, if any.

Section 2.06 Real Property.

(A) As of the Closing, Seller will have good and marketable fee simple title to the Real Property, free and clear of all mortgages, liens, defects, encumbrances, conditions, exceptions, restrictions or other matters affecting title, subject only to the Permitted Exceptions.

(B) There are no pending or, to Seller's Knowledge, threatened condemnation actions or special assessments of any nature with respect to the Real Property.

(C) Seller has not received notice of, and Seller has no Knowledge of, any pending or contemplated change in any regulation or private restriction applicable to the Real Property or any part thereof, any pending or threatened judicial or administrative action, any action pending or threatened by adjacent landowners or other persons, or of any natural or artificial condition not disclosed to Buyer in writing, materially and adversely affecting the Real Property or any part thereof.

(D) There are no unpaid bills for services, labor or materials furnished to the Real Property or the Facility or any portion thereof which will remain unpaid as of the Closing Date.

(E) Seller is not a foreign person, as that term is defined in Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code") and the applicable regulations.

(F) To Seller's Knowledge, Seller has not violated, in connection with the use, ownership, maintenance or operation of the Real Property and the conduct of the Business, any applicable federal, state, county and local statutes, laws, regulations, rules, ordinances, codes, standards, guidelines, or orders, as now in effect, relating to use, enjoyment, or access to the Real Property (including any improvements thereon) by persons with a disability, or to discrimination of such persons, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 *et. seq.*; and the Fair Sellers Act of 1968, 42 U.S.C. 3601 *et seq.* There are no life safety code waivers currently in effect at the Facility.

Section 2.07 Powers of Attorney; Absence of Limitations on Competition, Guarantees. No power of attorney or similar authorization given by Seller which relates to the ownership or operation of the Facility or Land will remain in effect as of the Closing. No contract or agreement to which Seller's

properties or assets are subject limits the freedom of Seller or any successor in title thereto to compete in any line of business or with any Person.

Section 2.08 Governmental Approvals. Except as set forth on Schedule 2.08 or as otherwise expressly set forth herein, no registration or filing by Seller with, or consent or approval of or other action by, any Governmental Authority is or will be necessary for the valid execution, delivery and performance by Seller of this Agreement. Seller expressly agrees to provide its reasonable assistance to Buyer in connection with all applications and permits required by the Florida Agency for Health Care Administration (“AHCA”) or any other Governmental Authority, provided that Buyer shall reimburse Seller for any actual, out of pocket expenses (excluding salaries of county employees) and costs that Seller may incur in the course of providing such assistance.

Section 2.09 Health Care Representations.

(A) Seller owns and/or possesses, and holds free from restrictions or conflicts with the rights of others, all material licenses, permits, certificates, accreditations, and other approvals required by a Governmental Authority for the operation of the Facility and will operate or cause the Facility to be operated in such a manner that such licenses shall remain in full force and effect. All material licenses and accreditations applicable to the business conducted at the Facility are set forth on Schedule 2.09(A). No proceeding is pending or, to Seller’s Knowledge, threatened, seeking the revocation or limitation of any such license or accreditation. Seller has not received any notice from any Governmental Authority, accrediting body, or other applicable authority of (a) any violation, non-renewal, suspension or revocation of any such licenses or accreditations that has not been dismissed or cured, or (b) any failure by Seller to obtain any material licenses or accreditations required by any Applicable Law for the ownership, maintenance, use, occupancy or operation of the Facility as currently owned or operated.

(B) Except as disclosed on Schedule 2.09(B), to Seller’s Knowledge, there are no outstanding inspections, surveys, or plans of correction, and no deficiencies exist in respect of any such inspections, surveys or plans of correction, nor has Seller been cited in the last two (2) years for substandard quality of care. There are no implemented bans, remedies, sanctions, prohibitions on payment, or limitations in effect with respect to the Facility, and no action has been taken or, to Seller’s Knowledge, recommended, nor, to Seller’s Knowledge, is there any basis for any action, by any Governmental Authority, either to revoke, withdraw or suspend its license to operate the Facility or to terminate or decertify any participation of the Facility in the Medicare or Medicaid programs. All survey deficiencies or other matters disclosed on Schedule 2.09(B) which can be corrected prior to the Closing Date will be corrected by Seller prior to the Closing Date, and Seller shall remain responsible for and, subject to Article IX, shall indemnify Buyers from the costs of any repairs or replacements required to correct any survey deficiencies and fines resulting from any survey deficiencies, as well as any monetary penalties of any type whatsoever relating to the operation of the Facility prior to the Closing Date or other matters discussed on Schedule 2.09(B) that are not corrected prior to the Closing Date and incurred prior to the Closing Date.

(C) The Facility is certified for participation in the Medicare and Medicaid programs and Seller has a provider agreement with each such government reimbursement program (collectively, the “**Provider Agreements**”). Except as identified on Schedule 2.09(C), all licensed beds at the Facility are dually Medicare and Medicaid certified. The Facility is in material compliance with the conditions of participation and conditions for coverage of the government reimbursement programs and with the terms, conditions, and provisions of the Provider Agreements. The Provider Agreements are each in full force and effect, and Seller does not have any knowledge of any fact or circumstance that would cause any such Provider Agreement not to remain in force or be renewed on and after Closing. Attached hereto on Schedule 2.09(C) is a true, correct, and complete list of all Medicaid and Medicare Provider Numbers (the “**Provider Numbers**”) in the name of Seller, the Facility, or as otherwise specified which are currently used in

connection with the operation of the Facility. The Provider Numbers are active with CMS, the applicable Governmental Authority of the state where the Facility is located, and any other applicable Governmental Authority. There is no proceeding, audit, investigation or survey pending or, to Seller's Knowledge, threatened, involving any of the government reimbursement program or any other third-party payor programs, with respect to the Facility, and Seller has no reason to believe that any such proceedings, audits, investigations, or surveys are pending, threatened, or imminent.

(D) Neither Seller nor, to Seller's Knowledge, any current member, officer, director, or to Seller's Knowledge, employee of Seller has been (i) sanctioned pursuant to the Anti-Kickback Statute (42 U.S.C. §§1320a-7a or 1320a-8), the False Claims Act (31 U.S.C. §3729 et seq.), the Stark Law (42 U.S.C. §1395nn), or the regulations promulgated pursuant to such statutes, or any related or similar federal, state or local statutes or regulations governing referrals, fraud, waste, and abuse in the healthcare industry ("**Health Care Fraud and Abuse Laws**"); or (ii) convicted of a criminal offense under the Health Care Fraud and Abuse Laws. There are no pending or, to Seller's Knowledge, threatened Healthcare Fraud and Abuse Law investigations, proceedings, or actions (including any civil investigative demand, subpoena, or self-disclosure) involving Seller, any current member, officer, director or employee of Seller, or the Facility. Other than as set forth on Schedule 2.09(D), Seller has not received, within the last three (3) years, any notice (i) of the commencement of any proceeding under the Health Care Fraud and Abuse Laws or (ii) that the Facility, Seller, and/or any officer, director or employee of Seller is under investigation or involved in proceedings regarding the Health Care Fraud and Abuse Laws, including as a result of a self-disclosure. Seller and all agreements, arrangements, and operations of the Facility, have at all times been in material compliance with all of the Health Care Fraud and Abuse Laws.

(E) Neither Seller nor, to Seller's Knowledge, any current director, officer, or managing employee of Seller, is or has been party to a corporate integrity agreement, corporate compliance agreement, or other settlement agreement with the OIG, CMS, the United States Department of Justice, the applicable licensing and certification authority or authorities of the State in which the Facility is located (collectively, the "**Health Department**"), or any state Attorney General, as a result of an alleged violation of any Applicable Law. Neither Buyer nor to their knowledge any current director, officer, contractor, vendor, or employee of Buyer is listed on the OIG List of Excluded Individuals and entities, or has been suspended, excluded, or otherwise limited from participating in the Medicare program, Medicaid program, or any other government reimbursement program.

(F) Neither Seller (including its officers and directors), the Facility, nor to the Knowledge of Seller, any current contractor, vendor, or employee of Seller or the Facility is listed on the OIG List of Excluded Individuals and Entities, any state Medicaid suspension or exclusion list, or has been suspended, excluded, or otherwise limited from participating in any government healthcare programs within the last twenty-four (24) months. Seller conducts, in the normal course of business, upon hiring or engagement and monthly thereafter, searches of the Office of Inspector General of the United States Department of Health and Human Services' List of Excluded Individuals/Entities, nurse aide registry, child abuse and neglect registry, sex offender registry, motor vehicle record check, as applicable, and any other database checks to the extent required by any governmental requirement to confirm that its employees, independent contractors, consultants, and any other Persons providing services to the Facility are not currently excluded, debarred or otherwise ineligible to participate in programs administered by any Governmental Authority.

(G) Except as disclosed on Schedule 2.09(G), Seller's billing practices with respect to all third-party payors have been in material compliance with applicable laws, regulations and policies of such third-party payors, and neither Seller nor the Facility has been subject to any audit which revealed fraudulent Medicare or Medicaid procedures or practices within the prior five (5) years. The Business has not had any third-party payor agreement terminated within the past five (5) years. Neither Seller nor the

Business has billed or received any payment or reimbursement in excess of amounts allowed by law, except as disclosed to Buyer on Schedule 2.09(G). There is no audit, proceeding or investigation (except for medical reviews or claim reviews in the ordinary course of business) pending or, to Seller's Knowledge, threatened against either Seller or the Facility, involving any other third-party payor programs, including as a result of a self-disclosure.

(H) Except as disclosed on Schedule 2.09 (H), Seller has complied with all restrictions regarding the confidentiality, maintenance, use and disposal of any and all protected health information as defined in the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and patient charts under all applicable legal requirements in connection with the operation of the Facility, including, without limitation, the requirements of HIPAA, the Health Information Technology for Economic and Clinical Health Act, and any business associate agreements entered into by Seller in connection therewith (each, a "Business Associate Agreement"). No "security incidents" or "breaches" (as such terms are defined in HIPAA) with respect to the Facility have occurred within the past six (6) years. To Seller's knowledge, there have been no breaches by any Person who has acted as a business associate, as defined by HIPAA, of Seller ("Business Associate") of any Business Associate Agreement or any violation by a Business Associate of HIPAA.

Section 2.10 Compliance with Law; Licenses and Permits.

(A) Without duplication of the other representations and warranties set forth herein, and except as disclosed on Schedule 2.10(A), Seller is in material compliance with all requirements of Applicable Law applicable to it, its operations, properties, assets, products and services. Seller has not received any notice or other communication (whether oral or written) from any Governmental Authority or any written communication from any other Person in connection with the Facility regarding (i) any actual, alleged, possible or potential violation of, or failure to comply with any requirement of Applicable Law, or (ii) any actual, alleged, possible or potential obligation on the part of Seller to undertake, or to bear all or any portion of the cost of, any remedial action of any nature.

(B) There is no existing requirement of Applicable Law, and, except for the requirement for COVID-19 vaccinations for employees of skilled nursing facilities and certain other providers participating in the Medicaid and Medicaid programs, Seller has no Knowledge of any proposed legal requirement which would prohibit or materially restrict Buyer from, or otherwise materially adversely affect Buyer in, conducting the Business in the manner heretofore conducted by Seller.

Section 2.11 Benefit Plans.

(A) As a county organized and existing under the laws of the State of Florida, Seller's employees are eligible to participate in certain plans and programs administered by the State of Florida and/or the Florida Retirement System including, without limitation, any of the following: (i) any "employee welfare benefit plan" or "employee pension benefit plan"; "multiemployer plan"; (ii) any retirement or deferred compensation plan, unemployment compensation plan, vacation pay, severance pay, bonus or benefit arrangement, insurance or hospitalization program or any other fringe benefit plans, as that term is defined in Section 6039D(d) of the Code (collectively, the "**State Employee Plans**"). Under no circumstances will any Buyer have any liability with respect to any State Employee Plan. Buyer acknowledges that Retained Employees will no longer be eligible to participate in any State Employee Plan after the Closing and that Buyer will, therefore, have to arrange equivalent plans if it wishes for Retained Employees to have such benefits on and after the Closing Date.

(B) Except as set forth on Schedule 2.11(B), none of the State Employee Plans promises or provides medical, life or other welfare benefits to any current or future retired employees, managers, members, directors or consultants (or any spouse or dependents thereof).

(C) Seller has complied in all material respects with the notice and continuation coverage requirements of Section 4980B of the Code and the regulations thereunder with respect to each Employee Plan that is a group health plan within the meaning of Section 5000(b)(1) of the Code. Each Employee Plan that is a group health plan is in material compliance with the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act, to the extent applicable.

Section 2.12 Fixed Assets. Seller has good and marketable title to all of its fixed assets, free and clear of all Claims except for Permitted Exceptions. To Seller's Knowledge, all of such fixed assets are in good working order, normal wear excepted, and are sufficient to operate the Business as currently conducted in accordance with all applicable Laws and Seller's past practice.

Section 2.13 Insurance. Seller is, and will be through the Closing Date, self-insured in respect of its properties, assets and businesses, which insurance will remain in full force and effect with respect to all events occurring prior to the Closing Date. Prior to Closing, in the event Seller's general or professional liability insurance policy(ies) was maintained on a "claims made" basis, Seller will obtain "tail" insurance coverage, which may be provided by the same insurer as currently provides the current insurance coverage for the Facility, converting the current insurance for the Facility to a claims basis policy with an extended reporting period ending no sooner than the third (3rd) anniversary of the Closing (the "**Tail Insurance Coverage**"). Seller has not received notice of cancellation or non-renewal of any such policy or binder and is not aware of any threatened or proposed cancellation or non-renewal of any such policy or binder.

Section 2.14 Outstanding Contracts.

(A) Schedule 2.14 sets forth a list of all existing material contracts, agreements, leases, commitments, security deposits, licenses and franchises, to which Seller is a party or which are otherwise material to the Business or the Facility (collectively "**Material Contracts**"), whether written or oral. Seller has delivered or made available to (or will deliver or make available to Buyer pursuant to Section 4.12 hereof) Buyer true, correct and complete copies of all of the Material Contracts which are listed on Schedule 2.14. For those Material Contracts that are not in writing, if any, Schedule 2.14 sets forth a summary of the key terms and counterparties. All of the Material Contracts are in full force and effect and enforceable in accordance with their terms, except to the extent that the enforceability thereof may be subject to or affected by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, or other laws relating to or affecting the rights of creditors generally. Except as set forth on Schedule 2.14, Seller and, to Seller's Knowledge, each other Party thereto has materially performed all the obligations required to be performed by it. Seller has received no written notice of default under such contracts and to the Knowledge of Seller, is not in default (with due notice or lapse of time or both) under any of the Material Contracts.

Section 2.15 Intangible Property. Except for "off the shelf" commercial software acquired by Seller in the ordinary course of business, Seller owns the entire right, title and interest in and to all intangible property used in the operation of the Business as currently conducted (collectively, "**Intangible Property**"). There have not been in the past two (2) years and are currently no pending or, to Seller's Knowledge, threatened proceedings or litigation or other adverse Claims affecting or with respect to the Intangible Property. To Seller's Knowledge, there is no reasonable basis upon which a Claim may be asserted against Seller for infringement of any domestic or foreign letters patent, patents, patent applications, patent licenses and know-how licenses, trade names, trademark registrations and applications, common law trademarks, service marks, service mark registrations or applications, copyrights, copyright registrations or applications,

trade secrets or other confidential proprietary information in connection with its use of the Intangible Property.

Section 2.16 Taxes. Seller is a governmental entity and it is not subject to taxation. Seller has made all required governmental filings with respect to taxes, if any.

Section 2.17 Litigation. Except as set forth on Schedule 2.17, there is no: (i) Claim pending or, to Seller's Knowledge, threatened against or affecting the Business or, to Seller's Knowledge, the Facility (whether or not Seller is a Party or prospective Party thereto), at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, including, without limitation, Claims under the False Claims Act (31 U.S.C. § 3729 *et seq.*); (ii) arbitration proceeding pending relating to Seller; or (iii) governmental inquiry pending or threatened against or involving Seller which relates to the Business. There are no outstanding orders, writs, judgments, injunctions or decrees served upon Seller by any court, Governmental Authority or arbitration tribunal against Seller which would affect the ability of Seller to consummate the transactions contemplated by this Agreement. Seller is not in default with respect to any order, writ, injunction or decree served upon it from any court or of any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign which would prevent Seller from timely consummating the transactions contemplated by this Agreement and, to Seller's Knowledge, there are no facts or circumstances which would be reasonably likely to give rise to any such action.

Section 2.18 Environmental Matters.

(A) Laws and Hazardous Substances. For purposes of this Agreement, the term "**Environmental Law(s)**" shall mean any federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Substance, as now or at any time hereafter in effect. For purposes of this Agreement, the term "**Hazardous Substance(s)**" shall have the meaning ascribed in any Environmental Law to any hazardous, toxic or dangerous waste, substance, pollutant or material, whether liquid, solid or gaseous, and in any event shall include all substances identified or characterized as "hazardous substances," "hazardous wastes," "pollutants," or "contaminants" in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 *et seq.* and the regulations promulgated thereunder (as amended from time to time); the Clean Air Act, 42 U.S.C. 7401, *et seq.* and the regulations promulgated thereunder (as amended from time to time); the Resource, Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.* and the regulations promulgated thereunder (as amended from time to time); or the Oil Pollution Act of 1990, 33 U.S.C. 2701 *et seq.* and the regulations promulgated thereunder (as amended from time to time); any other material, waste, pollutant, contaminant or substance designated as hazardous, toxic or dangerous by Congress or by the United States Environmental Protection Agency (EPA) or by any federal, state, or local statute, law, code, ordinance, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous material, waste, pollutant, contaminant or substance, as such statutes, laws, ordinances, codes, rules, regulations or decrees are now or at any time hereafter in effect; and oil, oil waste, and used oil as those terms are defined in the Clean Water Act, 33 U.S.C. 1251 *et seq.* and the regulations promulgated thereunder (as amended from time to time).

(B) Compliance with Environmental Laws. Except as otherwise disclosed in any third party written report provided to Buyer, to Seller's Knowledge, Seller has not violated any Environmental Laws in any material manner, in connection with the use, ownership, lease, maintenance or operation of the Real Property or the conduct of the Business as currently conducted. Any and all permits, licenses or approvals required by any Environmental Law pertaining to the Real Property or the Business as currently conducted are listed hereto in Schedule 2.18(B).

(C) Absence of Hazardous Substances. Except as otherwise provided in any third party report provided to Buyer or as set forth on Schedule 2.18(C), to Seller's Knowledge, Seller has never caused or permitted any Hazardous Substance to be placed, held, located or disposed of on, under or at the Real Property nor any part thereof in violation of any Environmental Law and neither the Real Property nor any part thereof has ever been used by Seller or by any other person as a dump site or storage site, whether permanent or temporary, for any Hazardous Substance, excepting only the storage and use of small quantities of commercially available cleaning products which contain Hazardous Substances, which use and storage have been in compliance with all Environmental Laws.

(D) Absence of Litigation. Seller is not a Party to any litigation or administrative proceeding, nor, to Seller's Knowledge, is any litigation or administrative proceeding threatened against Seller or the Land, which in either case asserts or alleges that: (i) Seller violated any Environmental Law; (ii) Seller is required to clean up or take other response action due to the release or threatened release or transportation of any Hazardous Substance; or (iii) Seller is required to pay all or a portion of the cost of any past, present or future cleanup, removal or remediation or other response action which arises out of or is related release or threatened release or transportation of any Hazardous Substance.

(E) Tanks. Except as otherwise disclosed in any third party written report provided to Buyer, to Seller's Knowledge, there are not now, nor have there ever been, tanks or other facilities on, under, or at the Real Estate which contained materials which, if known to be present in soils or groundwater, would require cleanup, removal or some other remedial action.

(F) Medical Waste. Except as otherwise disclosed in any third party written report provided to Buyer, to Seller's Knowledge, Seller's operations at the Facility are in compliance with the Medical Waste Laws. For purposes of this section "Medical Waste Law" means the following, including regulations promulgated and orders issued thereunder, all as may be amended from time to time: the Medical Waste Tracking Act of 1988, 42 U.S.C. § 6992, *et seq.* ("MWTA"), the U.S. Public Vessel Medical Waste Anti-Dumping Act of 1988, 33 U.S.C. § 2501 *et seq.*, the Marine Protection, Research, and Sanctuaries Act of 1972, 33 U.S.C. § 1401 *et seq.*, the Occupational Safety and Health Act, 29 U.S.C. § 651 *et seq.*, the United States Department of Health and Human Services, National Institute for Occupational Self-Safety and Health Infectious Waste Disposal Guidelines, Publication No. 88-119, and any other federal, state, regional, county, municipal, or other local laws, regulations, and ordinances insofar as they purport to regulate Medical Waste, or impose requirements relating to Medical Waste. For purposes of this section "Medical Waste" includes, but is not limited to: (a) pathological waste; (b) blood; (c) sharps; (d) wastes from surgery or autopsy; (e) dialysis waste, including contaminated disposable equipment and supplies; (f) cultures and stocks of infectious agents and associated biological agents; (g) isolation wastes, (i) equipment contaminated by exposure to any of the foregoing; (j) laboratory waste; (k) various other biological waste and discarded materials contaminated with or exposed to blood, excretion, or secretions from human beings; and (l) any substance, pollutant, material, or contaminant listed or regulated under the Medical Waste Laws, and applicable state law.

Section 2.19 Broker's or Finder's Fees. No agent, broker, person or firm acting on behalf of Seller is, or will be, entitled to any commission or broker's or finder's fees from Seller or from any person controlling, controlled by or under common control with Seller in connection with any of the transactions contemplated herein.

ARTICLE III. REPRESENTATIONS AND WARRANTIES OF THE BUYERS

As an inducement to Seller to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer represent and warrant to Seller as follows:

Section 3.01 Organization. Each Buyer is a not for profit corporation, duly organized, validly existing and in good standing under the laws of its jurisdiction of organization.

Section 3.02 Corporate Power and Authority. Each Buyer has full power and authority to own and hold its properties and to carry on its business as now conducted. Each Buyer (a) has full power and authority to execute, deliver and perform this Agreement (including the Exhibits and Schedules hereto) and execute and deliver the other documents and instruments required of such Buyer as contemplated hereby (collectively, the “**Buyer Documents**”, and together with the Seller Documents, the “**Documents**”) and to consummate the transactions contemplated hereby and thereby and (b) has taken all necessary corporate action to authorize and approve the execution, delivery and performance of this Agreement and the other Buyer Documents and the consummation of the transactions contemplated hereby and thereby. This Agreement and the other Buyer Documents have been duly and validly executed and delivered by each Buyer and constitute valid and binding obligations of each Buyer, enforceable against each of them in accordance with their terms.

Section 3.03 Validity, Etc. Neither the execution and delivery by Buyer of this Agreement and the other Buyer Documents, the consummation by Buyer of the transactions contemplated hereby or thereby, nor the performance by Buyer of this Agreement and such other agreements in compliance with the terms and conditions hereof and thereof will: (i) violate, conflict with or result in any breach of any trust agreement, articles of organization, operating agreement, judgment, decree, order, statute or regulation applicable to Buyer; (ii) violate, conflict with or result in a breach of or default (or give rise to any right of termination, cancellation or acceleration) under any law, rule or regulation or any judgment, decree, order, governmental permit, license or order or any of the terms, conditions or provisions of any mortgage, indenture, note, license, agreement or other instrument to which any Buyer is a Party; or (iii) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Buyer.

Section 3.04 Litigation. Except as set forth on Schedule 3.04, there is no: (i) Claim pending or, to Buyer’s Knowledge, threatened against or affecting the either Buyer or their respective properties and interests at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, including, without limitation (1) arbitration proceeding; or (2) governmental inquiry pending or threatened against or involving Buyer. There are no outstanding orders, writs, judgments, injunctions or decrees served upon either Buyer by any court, Governmental Authority or arbitration tribunal against either Buyer or their respective parents or affiliates which would affect the ability of Buyer to consummate the transactions contemplated by this Agreement. Neither Buyer nor their respective parents or affiliates is in default with respect to any order, writ, injunction or decree served upon it from any court or of any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign which would affect the ability of either Buyer to consummate the transactions contemplated by this Agreement.

Section 3.05 Broker’s or Finder’s Fees. No agent, broker, person or firm acting on behalf of either Buyer is, or will be, entitled to any commission or broker’s or finder’s fees from either Buyer or from any person controlling, controlled by or under common control with Buyer in connection with any of the transactions contemplated herein.

ARTICLE IV. COVENANTS AND AGREEMENTS

Section 4.01 Cooperation. Each of the Parties hereto shall use its best efforts in good faith to perform and fulfill all conditions and obligations to be fulfilled or performed by it hereunder to the end that

the transactions contemplated hereby will be fully and timely consummated in accordance with this Agreement.

Section 4.02 Efforts. Seller and Buyer shall each use commercially reasonable efforts to procure upon reasonable terms and conditions all consents and approvals, completion of all filings, all registrations and certificates, and satisfaction of all other requirements prescribed by law which are necessary for the consummation of the transactions contemplated by this Agreement and Buyer' ownership and operation of the Facility and the Business after the Closing Date.

Section 4.03 Investigations. During the period beginning on the Effective Date and continuing for sixty (60) days thereafter (the "**Due Diligence Period**"), and upon prior written notice from Buyer, Seller shall give Buyer and their employees, accountants, attorneys, agents, contractors, and other authorized representatives (collectively, "**Buyer's Representatives**") reasonable access during regular business hours to the premises, properties, books and records of the Business, and furnish Buyer with such financial and operating data respecting the Business and the Real Property as Buyer shall reasonably request from time to time, provided that Buyer must be accompanied by Seller or Seller's representative with respect to any such access and shall not communicate with any Facility employees without Seller's explicit permission, which permission may be granted or withheld in Seller's sole discretion. Under no circumstances shall Buyer or any Buyer Representatives communicate or attempt to communicate with any residents of the Facility or their family members, attorneys-in-fact, friends or visitors. Seller shall use commercially reasonable efforts to respond to Buyer's requests for information within three (3) business days of receipt of such request; provided that such requests shall be addressed to Seller's internal and external legal counsel. Any investigation shall be conducted in a manner which does not unreasonably interfere with business operations of the Facility. Furthermore, such due diligence access by Buyer or the Buyer Representatives may be limited to the extent Seller reasonably determines, including, without limitation, in light of the COVID-19 pandemic (taking into account any "shelter- in-place" or similar order issued by a Governmental Authority), that such access would jeopardize the health and safety of any of the Facility's residents, employees and other individuals having business dealings with Seller; provided, however, that Seller shall use commercially reasonable efforts to allow for such access or as much of such access as is possible in a manner that does not jeopardize the health and safety of such individuals. Buyer shall comply, and shall cause its representatives to comply, with all of Seller's policies and procedures related to infection control and the COVID-19 virus when accessing the Facility's, including but not limited to the proper use of personal protective equipment. In the event that Buyer is not satisfied with the results of its investigations in Buyer' sole and absolute discretion, then Buyer may terminate this Agreement by providing written notice to Seller prior to the expiration of the Due Diligence Period, whereupon the Deposit shall be returned to Buyer and the Parties shall have no further rights or obligations hereunder. If Buyer does not otherwise terminate this Agreement prior to the expiration of the Due Diligence Period, then, following such expiration, the Deposit shall be non-refundable to Buyer except as otherwise expressly set forth herein. In exercising its rights pursuant to this Section 4.03, Buyer and the Buyer Representatives shall not cause any material disruption or interference to the operations of the Facility or the residents.

Section 4.04 Liabilities of Seller. Except as expressly set forth herein, Buyer shall not assume and shall not be liable for, and Seller shall satisfy any debts, liabilities or obligations of Seller and with respect to the operation of the Facility and the Business prior to the Closing (collectively, the "**Excluded Liabilities**") including, but not limited to, any (i) expenses of the Facility that arise prior to the Closing, (ii) liabilities or obligations of Seller to its creditors, shareholders, members or owners, (iii) liabilities or obligations of Seller with respect to any Contracts, acts, events or transactions occurring with respect to the Facility prior to the Closing (other than obligations and liabilities under Assumed Contracts, as defined herein, that arise on or after the Closing), (iv) liabilities or obligations of Seller for any federal, state, county or local taxes applicable to or assessed against Seller or the assets or businesses of Seller for any period prior to the Closing Date, (v) any Recapture Claims, (vi) any State Employee Plans, as defined below,

including any liability relating to payroll, vacation, sick leave, workers' compensation, unemployment benefits, pension benefits, employee stock option or profit-sharing plans, health care plans or benefits, or any other employee plans or benefits of any kind for Seller's employees, spouses, dependents or contractors or former employees, spouses, dependents or contractors or both which was incurred prior to the Closing Date, (vii) any liabilities that arise from the fraud or willful misconduct of Seller, or (viii) any other liability or obligation of any kind or nature arising from, out of or relating to Seller's ownership or operation of the Facility, the Business or any activity of Seller prior to the Closing Date, including Seller's violation of any state or federal health care laws.

Section 4.05 Employees.

(A) All employees currently providing services at the Facility (the "**Current Employees**") are listed on Schedule 4.05(A), including: (i) all of the vacation, sick, holiday, personal time-off, and any other paid time off of all such employees, whether vested or unvested, to the extent it was accrued as of the most recent payroll date and remains unused ("**ETO**"), (ii) the current base salaries or wage rates of such employees, (iii) each Current Employee's date of hire or commencement of most recent employment, and (iv) each Current Employee's position. Buyer shall not be bound by or assume any employment contracts to which Seller may be a party.

(B) Operator shall determine, in its sole discretion, which of the Current Employees shall be offered employment with Operator, pursuant to employment terms acceptable to Operator; provided, however, that Operator does not intend to offer employment with Operator to those individuals set forth on Schedule 4.05(B). If required, Seller shall provide advance notice under the Worker Adjustment and Retraining Notification ("**WARN**") Act, 29 U.S.C. § 2101 et seq., and any comparable law of the state of Florida, to all of its employees. Those Current Employees who receive and accept an offer of employment from Operator are referred to herein as the "**Retained Employees**."

(C) Subject to Article IX, Seller agrees to indemnify, defend and hold harmless Buyer and Operator from any liability relating to the WARN Act or any comparable State law in the event of the violation by Seller of its obligations under Section 4.05(B) of this Agreement, including a violation that results from allegations that Operator or its affiliates constructively terminated the Employees as a result of the terms and conditions of employment offered by Operator or its affiliates.

(D) Nothing in this Section 4.05, however, shall create any right in favor of any person not a party hereto, including without limitation, the Current Employees, or constitute an employment agreement or condition of employment for any employee of Seller or any affiliate of Seller who is a Current Employee. Operator or its affiliates shall provide group health coverage for the Retained Employees who qualify for its coverage as soon as possible after the Closing Date, in accordance with the standard terms, conditions and waiting periods of Operator's or its affiliates' group health plan.

(E) Seller shall remain responsible and liable for the obligation to provide all ETO and any other earned vacation, sick pay, and other paid time off to all Current Employees as of the Closing Date (the "**Accrued ETO**"), on or before the Closing Date. The Parties agree that the amount of Accrued ETO may be deducted from the Purchase Price upon their mutual agreement.

(F) At a time mutually agreed to by Seller and Operator but not less than ten (10) days prior to the Closing Date for Facility's administrator and director of nursing and five (5) days for all other personnel, Operator shall notify the Current Employees of the transactions contemplated in this Agreement (the "**Employee Notification**"). Following the Employee Notification, Operator shall be entitled to meet and talk to all of the Current Employees at times reasonably agreed upon by the parties to avoid disrupting the Facility, their residents and the Current Employees.

(G) Operator or its affiliates shall hire as of the Effective Time, on such terms as Operator or its affiliates are able to reach agreement, the Retained Employees. Seller shall reasonably cooperate with Operator or its affiliates and provide reasonable access to the Retained Employees to allow Operator or its affiliates to obtain all necessary information from the Retained Employees reasonably required by Operator to complete the onboarding process for the Retained Employees at a time mutually agreed to by Seller and Operator.

(H) Upon reasonable advance written notice to Operator and at reasonable times that will not, in any material respect, interfere with or disrupt the business of Operator at the Facility, Operator or its affiliates agree to provide Seller with reasonable access to the Facility's employees after the Closing Date if necessary for Seller's defense of any litigation, action, claim, demand or investigation relating to the operation of the Facility prior to the Closing Date including, without limitation, any professional liability or general liability matters. Seller agrees not to disrupt Operator's Business during any such period of access.

Section 4.06 Medicare; Medicaid; and Other Third-Party Payors.

(A) Operator shall not assume Seller's rights and interests in and to Seller's Medicare Provider Numbers and Medicare provider reimbursement agreements.

(B) At Operator's election, Operator shall assume any and all of Seller's rights and interests in and to Seller's Medicaid provider number and Medicaid provider reimbursement agreement with respect to the Facility, by filing of the Medicaid provider number change of ownership application.

(C) Except as otherwise provided by applicable law, Operator expressly does not assume, and the assumption by Operator of Seller's Medicaid provider agreement shall not be construed to impose upon Operator, any obligations under Seller's Medicaid Provider Agreement arising with respect to occurrences during Seller's operation of the Facility, provided that nothing contained herein shall limit Operator's liability to governmental authorities and to Seller for any use or misuse of Seller's Medicaid Provider Agreement which is in any way contrary to applicable law, regulation or agreement including, without limitation, for any claimed fraud or error. Likewise, except as otherwise provided by applicable law, Seller expressly does not assume, and the assumption by Operator of Seller's Medicaid provider agreement shall not be construed to impose upon Seller, any obligations under Seller's Medicaid provider agreement arising with respect to occurrences during the Operator's operation of the Facility.

(D) Seller shall also assign to Operator as of the Closing Date any managed care agreements and other commercial third party payor agreements with respect to the Facility, to the extent such agreements are assignable. If such managed care agreements and other commercial third party payor agreements are not assignable, Operator may bill under Seller commercial managed care provider plans until Operator is able to secure its own commercial managed care provider plans, pursuant to the rules of the managed care organizations, provided that such billing by Operator is permitted under the applicable agreements and applicable law or regulation.

(E) Facility does not benefit from any contracts (a "**VA Contract**") between Seller and the Department of Veterans Affairs (the "**VA**").

(F) For the avoidance of doubt, Seller shall be entitled to transfer all cash and other immediately available funds that may exist in the Business' bank, investment or other financial accounts to other accounts owned by Seller at any time prior to 11:59 pm on the last business day prior to the Closing Date.

Section 4.07 Survey and Title Insurance. Prior to the Effective Date, Seller has provided the most recent ALTA survey of the Real Property to Buyer. Promptly following the Effective Date, Buyer shall order a survey or survey update (including such Schedule A items to the ALTA Survey as Buyer may reasonably require) of the Real Property (the “**Survey**”), and also shall order an ALTA title insurance commitment with exceptions (the “**Title Commitment**”), issued by Peterson & Myers, P.A., as an agent for a nationally recognized title company acceptable to Buyer (the “**Title Company**”), committing to issue to RE Buyer an owner’s policy of title insurance with respect to the Real Property with such endorsements as may be required by Buyer (the “**Title Policy**”). As used herein, the “**Title Objection Period**” shall mean (i) the period ending on the last day of the Due Diligence Period, if Buyer has received the Title Commitment and Survey at least ten (10) calendar days prior to the expiration of the Due Diligence Period or (ii) the period ending ten (10) calendar days after receipt of the Title Commitment and Survey, if Buyer has received the Title Commitment and Survey after the date that is ten (10) calendar days prior to the expiration of the Due Diligence Period.

During the Title Objection Period, Buyer shall notify Seller in writing of any encumbrances reflected on the Survey or the Title Commitment that do not constitute Permitted Exceptions and are not acceptable to Buyer (the “**Title Objections**”), provided that any Title Objections shall be commercially reasonable. For the avoidance of doubt, “commercially reasonable”, as used in this Section 4.07, includes, without limitation, any encumbrance that would materially and negatively affect the operation of the facility as it is currently conducted or the cost thereof. Buyer shall have five (5) business days following receipt of any amended or updated Title Commitment or Survey in which to provide updated Title Objections to Seller. Seller shall have a period of five (5) business days after its receipt of notice of the initial, and any subsequent Title Objections (the “**Response Period**”) within which to notify Buyer of the election, in Seller’s sole discretion, either to attempt to cure such Title Objections prior to the Closing or decline to attempt to cure such Title Objections. If Seller elects to not attempt to cure such Title Objections, Buyer may elect, by delivery of written notice no later than five (5) business days after the expiration of the Response Period, to terminate this Agreement in its entirety, and receive a return of the Deposit, whereupon the Parties shall have no further rights or obligations hereunder. If Buyer elects to close the transaction without Seller’s agreement to cure such Title Objections, then such Title Objection shall be deemed waived and shall become a Permitted Exception hereunder. If Seller elects to attempt to cure a Title Objection, completion of such cure shall be a condition of Buyer’s obligation to consummate the Closing. Seller’s failure to provide a response during the Response Period shall be deemed an election by Seller to cure any Title Objections. Notwithstanding anything to the contrary herein, whether or not included in the Title Objections, Seller shall be obligated to cure all encumbrances affecting the Real Property constituting (A) liens securing a mortgage, deed of trust or trust deed made by Seller; (B) judgment liens against Seller; (C) broker’s liens caused by Seller; (D) any mechanics’ liens or materialman’s liens caused by Seller; and (E) violations which can be rectified by the payment of money, at or before Closing.

Section 4.08 Environmental and Engineering Reviews. Buyer may conduct or have conducted, at its own cost and expense, professional reviews with respect to the environmental and engineering condition of the Real Property (collectively, the “**Reports**”). In the event any condition set forth in the Reports is not satisfactory to Buyer in Buyer’s sole and absolute discretion, then Buyer may terminate this Agreement by providing written notice to Seller prior to the expiration of the Due Diligence Period, whereupon the Deposit shall be returned to Buyer and the Parties shall have no further rights or obligations hereunder.

Section 4.09 Inspection Indemnity and Insurance.

(A) Buyer shall indemnify, defend and hold Seller and its affiliates, partners, members, managers, shareholders, investment managers, trustees, directors, officers, employees and agents (including any management company) of each of them and their respective successors and assigns (collectively,

“**Seller Indemnified Parties**”) and the purchased assets harmless from and against any and all damages, liabilities, losses, claims, liens, costs or expenses (including, without limitation, reasonable attorney’s fees) arising out of any entry on the Facility by Buyer, or their agents in the course of performing the inspections, testing or inquiries provided for in this Agreement, including without limitation damage to the Real Property or release of Hazardous Materials or materials onto the property by reason of Buyer or their agents’ actions, except that Buyer shall incur no liability to the extent attributable to (1) acts or omissions of Seller or its agents and (2) the mere discovery of existing conditions. The foregoing indemnity shall survive the termination of this Agreement and/or conveyance of the Purchased Assets.

(B) Without limiting Buyer’s obligations under Section 4.09(A) above, Buyer shall carry or shall cause any of Buyer’s agents entering onto the Real Property to carry, at all times during the term hereof, liability insurance reasonably acceptable to Seller which, among other things, shall insure against the indemnification obligations described in Section 4.09(A) above.

Section 4.10 Confidentiality. Each Party hereto and its respective agents, representatives and employees shall protect and maintain the confidentiality of all matters and information related to and contemplated by this Agreement and the acquisition of the Facility, including, but not limited to, all information collected by Buyer pursuant to their due diligence review of the Facility (collectively, “**Confidential Matters**”), provided that nothing contained herein shall be deemed to restrict Seller’s obligations, as a governmental agency, under applicable law to provide public notice of transactions to which Seller is a party or otherwise limit Seller’s legal obligations as a public body. Each Party agrees to reveal any Confidential Matters only to such persons or to their respective consultants, attorneys, affiliates and advisors; or to any lender or investor of Buyer or any permitted assignee, who have a need to know such information for purposes of consummating the transactions contemplated herein and each Party shall inform all such persons of its and their obligations under this Section 4.10. Notwithstanding anything in this Agreement to the contrary, a Party may disclose Confidential Matters as required by Applicable Law or pursuant to court order, provided that the disclosing Party shall promptly provide the non-disclosing Party with written notice of such request or requirement (a “**Disclosure Notice**”) within time to permit the non-disclosing Party to seek a protective order or such other remedy as may be available under applicable law or court order or rule. Only the non-disclosing Party shall have the right to waive compliance under this Section and any such waiver must be in writing signed by an authorized representative of such non-disclosing Party. Notwithstanding the foregoing, in the event that a waiver or protective order is not timely received through no fault of the disclosing Party and the disclosing Party is advised by legal counsel that they are legally obligated to disclose certain Confidential Matters, then the disclosing Party may disclose only such Confidential Matters that are legally required to be disclosed in response to the Demand. Buyer shall be entitled from time to time to meet with governmental officials in conducting its due diligence and to determine if the Purchased Assets are in compliance with and not in violation of, applicable zoning and building codes. The confidentiality obligations set forth in this Section shall survive any termination of this Agreement. Notwithstanding anything to the contrary contained herein, Buyer acknowledges that this Agreement shall be presented to the Board of County Commissioners for Polk County, Florida, for approval at a public meeting and shall be made available for public viewing in advance of such meeting. Buyer expressly agrees that neither of these occurrences shall constitute a breach of this Section 4.10 or any other provision of this Agreement.

Section 4.11 Casualty; Condemnation.

(A) If, prior to the Closing, all or a material part of the Facility (taken as a whole) is destroyed or materially damaged by fire or other casualty, Seller shall promptly notify Buyer of such fact. For purposes of this Section 4.11, a “material” part of the Facility means a portion of the Facility without which the Business as currently conducted cannot be conducted and such portion cannot be reasonably be expected to be repaired or replaced within the following sixty (60) days. In such event that

any loss can be reasonably expected to be repaired or replaced within sixty (60) days after the loss, then the Closing Date shall be extended by such 60-day period. If any such loss cannot reasonably be expected to be repaired or replaced within sixty (60) days from and after the loss, then Buyer shall have the right to terminate this Agreement by giving notice thereof to Seller not later than ten (10) days after receiving Seller's notice (and, if necessary, the Closing Date shall be extended until the second Business Day after the expiration of such ten-day period). If Buyer elect to terminate this Agreement as aforesaid, the Deposit shall be paid to Buyer, whereupon, this Agreement shall terminate and be of no further force and effect and no party shall have any rights or obligations hereunder. If less than a material part of the Facility (taken as a whole) shall be affected or if Buyer shall not elect to terminate this Agreement as aforesaid, Buyer shall receive a credit against the Purchase Price at the Closing for the amount of said damage and Seller shall be entitled to all of the proceeds, if any, under Seller's insurance policies covering the Facility with respect to such damage or destruction..

(B) If, prior to the Closing, all or any material part of the Facility (taken as a whole) is taken by condemnation or eminent domain (or becomes the subject of a pending condemnation or taking which has not yet been consummated), or the Facility or a material part of the Real Property becomes subject to an actual or proposed conveyance to a condemning authority in lieu of a condemnation, Seller shall notify Buyer of such fact promptly after obtaining knowledge thereof and Buyer shall have the right to terminate this Agreement by giving notice thereof to Seller not later than ten (10) days after the giving of Seller's notice (and, if necessary, the Closing Date shall be extended until the second day after the expiration of such ten-day period). If Buyer elect to terminate this Agreement as aforesaid, the Deposit shall be paid to Buyer, whereupon, this Agreement shall terminate and be of no further force and effect and no party shall have any rights or obligations hereunder. If less than a material part of the Facility (taken as a whole) shall be affected or if Buyer shall not elect to terminate this Agreement as aforesaid, the sale of the Facility shall be consummated as herein provided without any adjustment to the Purchase Price (except to the extent of any condemnation award received by Seller prior to the Closing) and Seller shall assign to Buyer at the Closing all of Seller's right, title and interest in and to all awards, if any, for the taking, and Buyer shall be entitled to receive and keep all awards for the taking of such Facility or portion thereof. For purposes hereof, a "material part" shall be deemed to mean a taking of any portion of the building(s) associated with the Facility or which adversely affects access to the Facility or reduces the parking area by more than ten percent (10%) or below the minimum parking required pursuant to Legal Requirements.

(C) In the event this Agreement has not been terminated in accordance with the provisions of this Section 4.11, then the Parties shall proceed to the Closing and (i) in the case of a casualty, Seller shall assign to RE Buyer its right to receive all insurance proceeds available for repairs and restoration and RE Buyer shall receive a credit against the Purchase Price at Closing in an amount equal to the deductible associated with the aforesaid insurance proceeds and (ii) in the case of a condemnation, RE Buyer shall receive a credit against the Purchase Price at Closing in an amount equal to the proceeds of any condemnation award received by Seller, and, to the extent there shall be any remaining award to be paid, Seller shall execute and deliver such assignment to RE Buyer of Seller's right, title and interest in and to such award as shall be reasonably and mutually acceptable to RE Buyer and Seller.

Section 4.12 Material Contracts.

(A) Within ten (10) days following the Effective Date, Seller shall deliver to Buyer true, accurate and complete copies of all Material Contracts not previously provided to Buyer.

(B) If Buyer wishes to assume any of the Material Contracts, then at least sixty (60) days prior to the Closing, Buyer will provide Seller with a list of the Material Contracts, that each Buyer will assume as of the Closing Date (the "**Assumed Contracts**"). In accordance with the terms of the RE Assignment and Assumption Agreement and the Operations Assignment and Assumption Agreement, as

applicable, Seller shall assign to the applicable Buyer all of Seller's rights, title and interest in, to and under the Assumed Contracts. Any Contracts that are not Assumed Contracts hereunder shall be referred to herein as the "**Rejected Contracts**." Seller shall remain responsible for all liabilities and obligations (i) under the Rejected Contracts, (ii) under the Assumed Contracts to the extent such liabilities and obligations arise prior to the Closing Date, and (iii) for services or supplies which were performed or rendered prior to the Closing Date, and shall indemnify and hold Buyer harmless on account of the same. The indemnification obligations set forth in this Section 4.12(B) shall be subject to Article IX. Operator covenants and agrees to assume and be bound by all the terms and provision of the Assumed Contracts to the extent applicable to or performed in any time period commencing as of the Effective Time, and to perform all obligations accruing pursuant to such Assumed Contracts on and after the Closing Date.

(C) To the extent any third party consent is required in connection with the assignment and assumption of the Assumed Contracts, Seller and Buyer shall cooperate to obtain any such consents. To the extent Seller shall be unable to obtain such third party consent, Buyer shall not assume such Assumed Contract, and such Assumed Contract shall be considered a Rejected Contract hereunder.

Section 4.13 Accounts Receivable; Proration.

(A) Seller shall have the right to bill and collect all unpaid accounts with respect to periods prior to the Closing Date (the "**Seller's Accounts Receivable**"). Seller's Accounts Receivable shall include all amounts due to Seller, whether billed or unbilled, prior to the Closing Date, for all services and ancillary services or products provided to any current or former residents at the Facility by Seller prior to the Closing Date and any accounts receivable arising from the rate adjustments which relate to periods prior to the Closing Date even if such adjustments occur after the Closing Date.

(B) Operator shall assume responsibility for the billing for and collection of payments on account of services rendered by it at the Facility on and after the Closing Date (the "**Operator's Accounts Receivable**") and shall be entitled to any payments made for services rendered following the Closing. Operator's Accounts Receivable shall include private pay or third party payor payments received by Seller that designate the dates of service, or other identifying data on the remittance received by Seller, as on or after the Closing Date, including payments that include any reimbursement with respect to payments or underpayments made to Operator for services rendered following the Closing. Any of Operator's Accounts Receivable that are paid to Seller shall be remitted to Buyer no later than thirty (30) days following the receipt of such payment, and until so deposited, shall be held in trust for the benefit of Buyer.

(C) For a period of nine (9) months after the Closing Date, (i) Seller shall provide Operator with an accounting by the fifteenth (15th) day of each month setting forth all amounts received by Seller during the preceding month with respect to accounts receivable, and upon reasonable advance notice and during normal business hours, and (ii) subject to all Applicable Laws, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), Operator shall have the right to inspect all receipts and other books and records of Seller in order to confirm Seller's compliance with the obligations imposed on it under this Section 4.13. Nothing in this Section 4.13 shall be deemed to limit in any way Operator's rights and remedies to recover accounts receivable due and owing to Operator under the terms of this Agreement. If the parties mutually determine that any payment hereunder was misapplied by the parties, the party which erroneously received such payment shall remit the same to the other within five (5) business days after such determination is made.

(D) Seller and Operator shall comply with all Applicable Law with respect to any grant payments, stimulus payments, retroactive rate adjustments, and any other payments and support paid with respect to the Facility in relation to COVID-19 relief efforts.

(E) On or before the Closing, Seller shall pay off any financing secured by the accounts receivable of the Facility and/or Purchased Assets or otherwise cause its lenders to release all security interest against such assets, file UCC-3 termination statements with respect to such released collateral and terminate any control agreements applicable to any deposit accounts in which the Facility's accounts receivables are deposited.

(F) The obligations of the parties to forward the accounts receivable payments pursuant to this Section 4.13 are absolute and unconditional and irrespective of any circumstances whatsoever which might constitute a legal or equitable discharge, recoupment, offset, counterclaim or defense of the parties, the right to assert any of which with respect to proceeds of any accounts receivable is hereby waived. All obligations under this Section 4.13 shall survive the Closing.

Section 4.14 Transfer of Resident Trust Funds.

(A) Prior to the Closing, Seller shall provide to Buyer a true, correct, and complete accounting (properly reconciled) of any resident trust funds held by Seller on the Closing Date for patients who are resident at the Facility as of the Closing Date, a copy of which shall be attached hereto as Schedule 4.14(A) ("**Resident Trust Funds**"). Within thirty (30) days following the Closing Date, Seller shall update the accounting set forth on Schedule 4.14(A), properly reconciled, as of the Closing Date.

(B) On the Closing Date, Seller shall transfer the Resident Trust Funds to bank accounts designated by Operator, and Operator shall, in writing, acknowledge receipt of and expressly assume all of Seller's financial and custodial obligations with respect thereto, it being the intent and purpose of this provision that, upon such transfer, Seller will be relieved of all fiduciary and custodial obligation with respect to the Resident Trust Funds delivered to Operator, and that Operator will assume all such obligations and be directly accountable to the residents with respect thereto insofar as any obligations pertain to the Resident Trust Funds after the transfer to Operator. For clarification purposes and notwithstanding the foregoing, Operator shall not assume any liability pursuant to the transfer of Resident Trust Funds arising prior to the transfer of the Resident Trust Funds by Seller.

Section 4.15 Access to Records; Operating Systems.

(A) On or before the Closing Date, to the extent permitted by law, Seller shall deliver to Operator the originals or copies of all of the books and records relating to operations at the Facility as of the Closing Date (the "**Facility Records**"), including the medical and financial records of current patients, by leaving all such records maintained in paper forms at the Facility and transferring all such records maintained electronically to Operator's systems as may reasonably be requested by Operator; provided, however, that nothing herein shall be construed as precluding Seller from removing from the Facility on the Closing Date its corporate or financial records which relate to its operations at the Facility. Seller shall use commercially reasonable efforts to remove from Facility Records transferred to Operator in paper forms any records relating to former residents of the Facility. Nothing herein shall prohibit Seller from maintaining a copy of any records to the extent allowed under applicable law as necessary for their efficient and lawful operation; provided, however, that Seller agrees that all information, records and data collected or maintained regarding residents of the Facility shall be confidential, and Seller shall preserve the existence and maintain the confidentiality of the resident records pursuant to this Agreement in accordance with federal and state law. At all times on and after the Closing Date, Operator shall allow Seller, at Seller's sole cost and expense, to have reasonable access during regular business hours upon reasonable prior written notice and to make copies of, the Facility Records, to the extent reasonably necessary to enable Seller to investigate and defend malpractice or employee or to file or defend cost reports and tax returns. To the extent that the Facility Records are maintained in an electronic format, the parties shall cooperate in good

faith to coordinate the electronic transfer to Operator all right, title and interest of Seller in and to all such Facility Records, in a manner mutually acceptable to the parties; provided however, that: Operator shall be responsible for any third party costs (such as Point Click Care charges) related to the transfer of patient records included within the Facility Records.

(B) Operator agrees to maintain such Facility Records that have been received by Operator from Seller, including patient records and records of patient funds until the later of (x) the expiration of any holding period required under Applicable Law or (y) thirty (30) days after the end of any survival period as set forth in this Agreement.

(C) Prior to the Closing Date, the Parties will work cooperatively to develop a plan to put Operator's operating systems in place at the Facility in order to insure orderly transition of the operations at the Facility, and each party will use its best efforts to coordinate logistics relating to the implementation of Operator's operating systems at the Facility.

(D) For a period not to exceed (60) days after the Closing Date, Seller shall cooperate with Operator to allow Operator to continue to access any electronic patient records which are not transferred to Operator at the Effective Time, in order to ensure a smooth continuation of care for the patients residing at the Facility, all in accordance with applicable law. Operator and Seller will work together with Seller's existing medical records vendor to identify the most efficient, cost effective and appropriate method for continued access to pre-Closing records for both Operator and Seller post-Closing.

Section 4.16 Facility Licenses and Provider Agreements; Cost Reports.

(A) Seller shall notify the Florida Agency for Health Care Administration ("**AHCA**") of the intended change of ownership of the Facility, and Buyer shall file the CHOW Application ("**Required Licensure Application**") in order to secure the required operating license for the facility in the Operator's name ("**New License**") and pay application fees ("**Application Fees**"), with AHCA, within ten (10) days of the Effective Date, and Buyer shall thereafter diligently pursue the Application including, without limitation, by providing any supplemental information, documents or payments as many be required by AHCA or other Governmental Agency within the timeframes requested by such Governmental Agency. Operator shall from time to time, upon request of Seller, advise Seller of the status of Required Licensure application.

(B) Operator covenants and agrees to submit, in each case within the time period required by Applicable Law: (1) a Medicare CMS 855A enrollment application; and (2) a Medicaid change of ownership application to obtain a new Medicaid provider agreement and number from the Florida Medicaid Program/AHCA (collectively, the "**Required Certifications**"). Operator shall use commercially reasonable efforts to obtain the Required Certifications promptly following the Closing Date, including promptly responding to any requests for additional information. Seller shall cooperate with Operator to the extent reasonably requested by Operator for Operator to obtain the Required Certifications. Operator shall from time to time, upon request of Seller, advise Seller of the status of the Required Certifications.

(C) Seller shall prepare and file with the appropriate Medicare, and Medicaid agencies their final cost reports in respect to its operation of the Facility as soon as practicable after the Closing Date, but in any event prior to the expiration of the period of time as may be required by law for the filing of each such final cost report under the applicable third party payor program, it being specifically understood and agreed that the intent and purpose of this provision is to ensure that the reimbursement paid to Operator for the period beginning on the Closing Date is not delayed, reduced or offset in any manner as a result of Seller's failure to timely file such final cost reports.

(D) Seller shall provide Buyer with reasonable assistance, to the extent that the same may be requested in writing by Buyer, in preparing and filing the Required Licensure Application as well as any other applications that may be required to reach Closing, including without limitation applications related to the Required Certifications, all at no cost to Buyer, provided that Buyer shall reimburse Seller for any actual out of pocket expenses (excluding the salary expense for Seller's employees) and costs that Seller may incur in the course of providing such assistance.

Section 4.17 Recapture Claims; Surveys; Civil Monetary Penalties.

(A) Each party hereto agrees to notify the other promptly after receipt of any notice of any claim by from the United States Department of Health and Human Services' Centers for Medicare & Medicaid Services ("CMS"), the United States Department of Health and Human Services Office of the Inspector General ("OIG"), or any other Governmental Authority with respect to any of the following, relating to the operation of the Facility prior to the Closing or funds received by Seller: (i) an alleged Medicare or Medicaid overpayment, or any other recoupment or adjustment to reimbursement, (ii) an alleged underpayment of any tax or assessment, (iii) an imposition of civil monetary penalties or other immediate sanctions, or (iv) any other governmental or third-party payor claims (collectively "**Recapture Claims**"). To the extent ascertainable on or prior to the Closing Date, Seller shall pay or cause to be paid any Recapture Claim which is for the periods prior to the Closing Date. In the event of any Recapture Claim levied after the Closing which relates entirely to the period of time prior to the Closing Date, Seller shall be entitled to contest such Recapture Claim, at its sole cost and expense, provided, however, that Operator shall be allowed to participate in all meetings, and be provided with copies of all audit adjustments and work papers. Operator agrees to reasonably cooperate with Seller in connection with any Recapture Claim after the Closing, and the parties shall reasonably cooperate to resolve any Recapture Claim to their mutual satisfaction. Notwithstanding anything to the contrary contained in this Section 4.17, in the event that any Governmental Authority or other third party payor source withholds or offsets amounts from Operator's Accounts Receivable as a result of such Recapture Claim, Operator shall be entitled to withdraw such amount so withheld or offset from the Indemnity Escrow within ten (10) days following Operator's written demand to Seller for payment and the provision of all documentation in support of such Recapture Claim. In the event that such amounts are recovered or restored to Operator in whole or in part, Operator agrees to provide Seller prompt notice of such recovery or restoration and pay the amount so received to the Escrow Agent to become part of the Indemnity Escrow, or if the Indemnity Escrow has been returned, to Seller, promptly upon receipt.

(B) Seller shall be responsible for the payment of all fines and penalties imposed by any Governmental Authority which fines and penalties arise in connection with any regulatory investigations, inspections, audits or surveys ("**Facility Surveys**") occurring prior to the Closing Date, or occurring thereafter but only to the extent of matters related to the operations of the Facility prior to the Closing Date. Fines or penalties issued after the Closing Date but specifically arising from a survey or inspection occurring prior to the Closing Date shall be the responsibility of Seller. Operator shall be responsible for the payment of all fines and penalties imposed by governmental authorities which fines and penalties arise in connection with any Facility Surveys on or after the Closing Date to the extent of matters related to the operations of the Facility on and after the Closing Date. Seller shall assist, as appropriate, Operator in establishing any plans of correction or other responses to be submitted by Operator after the Closing Date for Facility Surveys that relate to events or circumstances occurring prior to the Closing Date within the time allowed for such submissions; however, Operator's determination as to such plans of correction or other submissions shall be controlling and Operator, except as otherwise provided herein, shall be responsible for and bear all costs and expenses as a result of implementing such plans of correction or other submission.

(C) Seller shall provide to Operator, promptly after receipt of the same, any survey reports, waivers of deficiencies, plans of correction or any other investigation reports issued with respect to the Facility between the date hereof and the Closing Date and received by Seller. Seller shall notify Operator immediately upon the occurrence of any Facility Survey, regardless of whether the applicable Governmental Authority has issued a formal report or finding (such notice may be done verbally by telephone if promptly followed by written notification).

Section 4.18 RESERVED.

Section 4.19 Cooperation; Interim Operations of Facility.

(A) During the period between the Effective Date and the Closing Date (the “**Pre-Closing Period**”), Seller shall: (i) operate the Facility in a manner materially consistent with Applicable Law and Seller’s past practices (both operational and financial); (ii) maintain the Purchased Assets in good order and condition (normal wear and tear excepted) to the extent required to operate the Facility consistent with Applicable Law and Seller’s past practice, and refrain from delaying such repair and/or replacement as a result of the pending transfer; (iii) perform all material obligations under the Assumed Contracts that are due to be performed before the Closing Date; (iv) continue to market the Business and use commercially reasonable efforts to maintain census consistent with past practice; (v) maintain its normal inventory of Supplies, which shall be in quantities consistent with Applicable Law and past practices for operation of the Facility, and, without limiting the foregoing, to the extent depleted or replaced in the ordinary course, restock and replenish any portion of the Supplies consumed or used during the Pre-Closing Period with inventory of comparable quality and consistent with past practice; (vi) pay all taxes and assessments with respect to the Facility and other liabilities relating to the Purchased Assets as they become due; (vii) maintain insurance with respect to the Facility in accordance with current practices and all requirements of Applicable Law; and (viii) provide Buyer with true and correct updated accounts receivable aging reports, census reports (in sufficient detail to show the most recent patient mix and occupancy rate), and a report of all agency hours and utilization at the Facilities, current to the date provided. Seller shall provide no later than 30 days after the end of each month during the Pre-Closing Period, true and correct copies of updated monthly Financial Records to Purchaser which shall include a balance sheet, statements of income and expenses and cash flow.

(B) During the Pre-Closing Period, Seller shall not: (i) create or incur any material liability affecting the Purchased Assets or the Business (absolute or contingent) except for unsecured liabilities incurred in the ordinary course of business which shall be Excluded Liabilities of Seller following the Closing Date; (ii) mortgage, pledge or subject to any lien, or otherwise encumber any of the Purchased Assets with, any liens, encumbrances and security interests; (iii) sell or otherwise dispose of, or contract to sell or dispose of, any of Purchased Assets except consistent with the ordinary conduct of its Business; (iv) cancel any debts or claims with respect to the Business, except in the ordinary course of business; (v) undertake any course of action materially inconsistent with its obligations under this Agreement; (vi) decrease the private pay rates of the residents of the Facility, except with the prior written consent of Buyer, provided that Seller shall retain the right to make adjustments on the accounts of individual residents consistent with past practice; (vii) increase or promise to increase any wages or benefits of, or grant or promise to grant any bonuses to, any of the Current Employees except those reasonable bonuses and wage increases in the ordinary course of business consistent with Seller’s past practice or as required under Applicable Law or existing agreements with employees; (viii) remove, discharge or transfer residents from the Facility to any other facility owned, operated or managed by Seller or any affiliate thereof, where such transfer is not in the ordinary course of business and not (a) for reasons relating to the health and well-being of the resident transferred, (b) for the election to transfer by the resident or his or her family or attorney-in-fact, or (c) otherwise required by law; (ix) cancel any Assumed Contracts or materially default in the performance of any Assumed Contracts, or obligation, or waive any material default or potential material

default by any other party, or waive, release, compromise, settle or assign any rights or claims under any Assumed Contracts; or (viii) cancel any of the Facility's third party payor agreements.

(C) During the Pre-Closing Period, Seller shall promptly notify Operator in writing of any fact, circumstance, event, or action, the existence, occurrence, or taking of which: (1) has had or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect (as defined in Section 10.22(F), or (2) has resulted in, or could reasonably be expected to result in, the failure of any of the requirements set forth in this Section 4.19, to be satisfied.

Section 4.20 Non-Competition.

(A) Seller shall not solicit any residents of the Facility for a period of twelve (12) months following the Closing. General advertisements not directed at any specific resident shall not be a violation of the foregoing.

(B) Seller shall not, for a period of eighteen (18) months after the Closing Date, own, operate, develop, or manage an assisted living facility, skilled nursing facility or continuing care retirement community within a sixty (60) mile radius of the Facility (excluding any facilities currently owned, operated or managed by Seller or its affiliate as identified on Schedule 4.20(B) hereto).

(C) For a period between the Effective Date and the Closing Date and for the twelve (12) month period following the Closing Date, Seller shall not, directly or indirectly, hire or solicit any Current Employees or encourage any such Current Employee(s) to not accept such employee(s) offer of employment with Operator or to leave such employment; provided, that nothing in this Section 4.20(C) shall prevent Seller or their affiliates from (x) engaging in any general solicitations or recruiting which are not directed specifically to any such Employee(s) or (y) hiring on or after the Closing Date any Current Employees who are not Retained Employees as of the Closing Date or any Retained Employees whose employment with Operator terminates, other than any such termination which follows a solicitation that is prohibited by this Section.

(D) Seller acknowledges that a violation of any provision of this Section 4.20 will result in substantial and irreparable damage to Buyer for which Buyer will not have an adequate remedy at law and for which money damages would not be a sufficient remedy, and Seller agrees that, in addition to all other remedies, in the event of any violation or alleged or threatened violation of any of the provisions of this Section 4.20, Buyer shall be entitled to equitable relief, including temporary or permanent injunctive relief and specific performance, in each case without being required to prove irreparable harm or damages, post a bond or otherwise provide security. This provision shall not in any way limit such other remedies as may be available to Buyer at law or in equity.

ARTICLE V. CONDITIONS TO THE BUYERS' OBLIGATIONS

The obligation of Buyer to make deliveries to Seller pursuant to Section 1.02 hereof and to consummate the other transactions contemplated hereby is subject to the satisfaction, on or before the Closing Date, of the following conditions each of which may be waived by Buyer in their sole discretion.

Section 5.01 Consents. Subject to Section 4.02 and Section 4.16, Operator shall have obtained the New Licenses and Required Certifications or, if applicable, written confirmation from the applicable Governmental Authorities that the change of ownership of the Facility to Operator has been approved and the New Licenses and/or Required Certifications will be issued to Operator following the Closing (the "**License Approval**").

Section 5.02 Closing Documents. Seller shall have delivered to the Closing Agent duly executed and acknowledged counterparts of the documents described in Section 7.02 and such other certificates, documents and instruments required by this Agreement.

Section 5.03 Title Policy. The Title Company shall be committed, subject only to the payment of its usual customary premium at the Closing, to issue the Title Policy to RE Buyer, insuring that fee simple title to the Real Property is vested in RE Buyer in accordance with Section 4.07, provided that Buyer has diligently pursued obtaining the Title Policy including, without limitation, by timely and completely responding to any inquiries or requests for information or clarification that Buyer or its agents and attorneys may receive from the title company and that all fees which may be due to the title company are timely and completely paid by Buyer, with fifty percent (50%) of such fees reimbursed by Seller pursuant to a Closing Statement adjustment.

Section 5.04 Representations, Warranties and Covenants. The representations and warranties of Seller herein contained (considered individually and collectively) shall be true in all material respects as stated herein, both when made and with the same effect as though made again as of the Closing Date, and Seller shall have performed all obligations and complied with all covenants required by this Agreement to be performed or complied with by Seller prior to the Closing Date. In addition, Seller shall have delivered to Buyer a certificate, dated as of the Closing Date, to such effect.

Section 5.05 No Actions, Suits or Proceedings. As of the Closing Date, no action, suit, survey, investigation or proceeding brought by any person, corporation, Governmental Authority or other entity shall be pending or threatened, before any court or governmental body (i) to restrain, prohibit, restrict or delay, or to obtain damages or a discovery order in respect of this Agreement or the consummation of the transactions contemplated hereby, or (ii) which has had or may have a Material Adverse Effect on the condition, financial or otherwise, or prospects of the Business. No order, decree, injunction, or judgment of any court or governmental body shall have been issued restraining, prohibiting, restricting or delaying, the consummation of the transactions contemplated by this Agreement. No insolvency proceeding of any character including without limitation, bankruptcy, receivership, reorganization, dissolution or arrangement with creditors, voluntary or involuntary, affecting a Seller or the Business shall be pending, and Seller shall not have taken any action in contemplation of, or which would constitute the basis for, the institution of any such proceedings and Seller shall have delivered to Buyer a certificate dated as of the Closing Date, to such effect.

Section 5.06 No Material Adverse Effect. Since the Effective Date, there shall have occurred, no event, circumstance or other change in Seller or the Facility that has had a Material Adverse Effect that has not been corrected or resolved on or prior to Closing (including any applicable cure period as set forth in Section 8.01) to Buyer's satisfaction as determined in their reasonable discretion.

Section 5.07 Out of Compliance. At the Closing Date, the Facility shall not be Out of Compliance, as defined in Section 10.22 hereof, provided that Seller shall have the ability to cure any Out of Compliance condition within the time periods provided by Applicable Law if such periods are otherwise acceptable to RE Buyer's lender (the "**Adjournment Period**"). Buyer shall not terminate this Agreement during the Adjournment Period.

A party (a "**Waiving Party**") may waive a condition precedent to its performance hereunder either by stating the same in writing or by proceeding with the Closing despite the fact that one or more conditions precedent to its performance have not been satisfied.

ARTICLE VI. CONDITIONS TO SELLER'S OBLIGATIONS

The obligation of Seller to transfer the Purchased Assets to Buyer and to consummate the other transactions contemplated hereby is subject to the satisfaction, on or before the Closing Date, of the following conditions, each of which may be waived by Seller in its sole discretion:

Section 6.01 Purchase Price. Buyer shall have delivered the Purchase Price to the Closing Agent on the Closing Date and shall have authorized and directed the Closing Agent to pay the same to Seller.

Section 6.02 Closing Documents. Buyer shall have delivered to the Closing Agent duly executed and acknowledged counterparts of the documents described in Section 7.03 and such other certificates, documents and instruments required by this Agreement, and shall have authorized and directed the Closing Agent to release the same to Seller.

Section 6.03 Representations, Warranties and Covenants. The representations and warranties of Buyer herein contained (considered individually and collectively) shall be true in all material respects as stated herein, both when made and with the same effect as though made again as of the Closing Date, and Buyer shall have performed all obligations and complied with all covenants required by this Agreement to be performed or complied with by Buyer prior to the Closing Date. In addition, each Buyer shall have delivered to Seller a certificate, dated as of the Closing Date, to such effect.

Section 6.04 No Actions, Suits or Proceedings. As of the Closing Date, no action, suit, survey, investigation or proceeding brought by any Person, corporation, Governmental Authority or other entity shall be pending or threatened, before any court or governmental body (i) to restrain, prohibit, restrict or delay, or to obtain damages or a discovery order in respect of this Agreement or the consummation of the transactions contemplated hereby. No order, decree, injunction, or judgment of any court or governmental body shall have been issued restraining, prohibiting, restricting or delaying, the consummation of the transactions contemplated by this Agreement. No insolvency proceeding of any character including without limitation, bankruptcy, receivership, reorganization, dissolution or arrangement with creditors, voluntary or involuntary, affecting Buyer shall be pending, and Buyer shall not have taken any action in contemplation of, or which would constitute the basis for, the institution of any such proceedings and Buyer shall have delivered to Seller a certificate dated as of the Closing Date, to such effect.

Section 6.05 License Condition. Operator shall have received the License Approval.

ARTICLE VII. THE CLOSING AND CERTAIN CLOSING DOCUMENTS

Section 7.01 Time and Place of Closing. Upon the terms and subject to the satisfaction or waiver of the conditions contained in this Agreement, the closing of the transactions contemplated by this Agreement (the “**Closing**”) shall take place by mail, or in person at the office of Peterson & Myers, P.A. (the “**Closing Agent**”), on the later of (i) the date that is thirty (30) days following the expiration of the Due Diligence Period or (ii) the date that is ten (10) days following Operator’s receipt of the License Approvals and Governmental Authorizations or (iii) such other date that has been mutually agreed by the Parties (the “**Closing Date**”). The Closing shall be effective as of 12:01 a.m. EST on the Closing Date (the “**Effective Time**”).

Section 7.02 Seller’s Closing Documents. At the Closing, Seller will deliver or cause to be delivered to Buyer the following:

(A) All required consents of third parties to the sale conveyance, transfer, assignment and delivery of the Purchased Assets, as set forth on Schedule 7.02(A);

(B) A certificate of an officer of Seller certifying as of the Closing Date: (i) a true, correct, and complete copy of its Certificate of Formation and all amendments thereto as in effect on the Closing Date; (ii) a true, correct, and complete copy of the resolutions approved and adopted by Seller authorizing and approving the execution, performance and delivery of this Agreement and the transactions contemplated by this Agreement; and (iii) the incumbency of the duly authorized officers of Seller;

(C) The affidavits of Seller certifying as to its non-foreign status in accordance with Section 1445(b)(2) of the Code;

(D) Evidence of Tail Insurance Coverage;

(E) The Escrow Agreement as contemplated in Section 9.06 duly executed by the Seller;

(F) The certificates from Seller as contemplated in Section 5.04 and 5.05;

(G) The Deed duly executed by Seller;

(H) The RE Assignment and Assumption Agreement duly executed by Seller;

(I) The Operations Assignment and Assumption Agreement duly executed by Seller;

(J) The RE Bill of Sale duly executed by Seller;

(K) The Operations Bill of Sale duly executed by Seller;

(L) Such usual and customary affidavits and indemnities as the Title Company may reasonably require, including, without limitation, a so-called owner's affidavit in such form as will permit the Title Company to issue its title policy without exceptions for Parties-in-possession (other than the residents and Operator) or mechanic's liens or other so-called "standard exceptions" that are routinely deleted with a title affidavit; and

(M) All other documents, instruments and writings required to be delivered by Seller at or prior to the Closing Date pursuant to this Agreement or otherwise required in connection herewith.

Section 7.03 Buyer' Closing Documents. At the Closing, Buyer will deliver or cause to be delivered to Seller the following:

(A) The balance of the Purchase Price payable to Seller, as provided herein;

(B) The RE Assignment and Assumption Agreement duly executed by Buyer;

(C) The Operations Assignment and Assumption Agreement duly executed by the Operator;

(D) The certificates from Buyer as contemplated in Section 6.03 and 6.04; and

(E) All other documents, instruments and writings required to be delivered by Buyer at or prior to the Closing Date pursuant to this Agreement or otherwise required in connection herewith.

ARTICLE VIII. TERMINATION

Section 8.01 Events of Termination. Prior to the Closing, this Agreement may be terminated and the transactions contemplated hereby abandoned as follows:

- (A) by the mutual written consent of the Parties;
- (B) by Seller upon a breach in any material respect of any covenant or agreement on the part of Buyer set forth in this Agreement, or if any representation or warranty of Buyer shall have been materially breached or shall have been or become materially untrue, which breach is not cured within thirty (30) days of receipt of written notice of such breach;
- (C) by Buyer upon a breach in any material respect of any covenant or agreement on the part of Seller set forth in this Agreement, or if any representation or warranty of Seller shall have been materially breached or shall have been or become materially untrue, which breach is not cured within thirty (30) days of receipt of written notice of such breach;
- (D) by Buyer pursuant to Sections 4.03, 4.07, 4.08 and 4.11;
- (E) by Buyer if AHCA, CMS, or any other Governmental Authority fails or refuses to grant the permits and licenses necessary for Buyer to operate the Facility and the Business, provided that Buyer has diligently pursued the Application and other permit or license applications and transfers including, without limitation, by providing any supplemental information, documents or payments as many be required by AHCA or other regulatory agencies;
- (F) by Buyer, if Buyer's conditions to Closing set forth in Article V has not been satisfied by the date that is the later of (i) the Closing Date, or (ii) five (5) business days after the conclusion of any Adjournment Period (the "**Outside Closing Date**"); provided, however, that the right to terminate this Agreement under this Section 8.01(F) shall not be available to Buyer if Buyer's breach of its representations and warranties in this Agreement or its failure to perform any of its covenants and agreements under this Agreement shall have been a cause of, or resulted in, the failure of the condition to Closing to be satisfied by the Outside Closing Date; or
- (G) by Seller, if Seller's conditions to Closing set forth in Article VI has not been satisfied by the Outside Closing Date; provided, however, that the right to terminate this Agreement under this Section 8.01(F) shall not be available to Seller, if Seller's breach of its representations and warranties in this Agreement or its failure to perform any of its covenants and agreements under this Agreement shall have been a cause of, or resulted in, the failure of the condition to Closing to be satisfied by the Outside Closing Date.

Upon any termination by Buyer pursuant to Section 8.01 (A), (C), (D) and/or (E), Buyer's sole remedy shall be a refund of the Deposit, after which the parties shall have no further rights or obligations hereunder except as otherwise expressly provided in this Agreement; provided, however, if either party terminates this Agreement due to a breach or default by the other party which breach or default is caused by any fraudulent or intentional misconduct [or refusal to act] by the breaching or defaulting party under this Agreement, then the breaching or defaulting party shall reimburse the non-breaching or -defaulting party for its actual, direct and reasonable out-of-pocket costs in connection with this Agreement. Subject to the foregoing, upon any termination by Seller pursuant to Section 8.01(B) and/or (G), Seller's sole remedy shall be to terminate this Agreement and, if Seller terminates this Agreement pursuant to Section 8.01 (B) or (G) due to a breach or default by Buyer under this Agreement, the Deposit shall be paid to Seller by the Escrow Agent as liquidated damages for Buyer's default and as Seller's exclusive remedy. The Parties agree that it would be extremely difficult or impossible to determine either party's actual damages on

account of a termination under this Section 8.01 and that the amounts set forth above are a reasonable estimate of liquidated damages for each Party.

Section 8.02 Exclusive Remedies and Rights. In the event of a breach of this Agreement prior to the Closing: (a) if the breach is by a Seller, Buyer shall be entitled to their termination rights and remedies pursuant to Section 8.01 or, alternatively, Buyer may seek specific performance to compel Seller's compliance with this Agreement; and (b) if the breach is by Buyer, Seller shall be entitled to its termination rights pursuant to Section 8.01. The termination rights and remedies set forth in this Article VIII shall be the exclusive remedies of the Parties.

ARTICLE IX. INDEMNIFICATION

Section 9.01 Survival. All representations, warranties, covenants, and agreements made in this Agreement shall survive the Closing for a period of two (2) years following the Closing Date. Recapture Claims shall survive the Closing until the expiration of the applicable statute of limitations. All covenants and agreements of the Parties contained herein and Fundamental Representations shall survive until the earlier of (x) the period explicitly specified therein or (y) the expiration of the applicable statute of limitations. A Party must notify the other Party of any alleged breach of any such representation or warranty promptly upon the Party learning of the facts giving rise to such Claim. No action or proceeding may be commenced against any Party for any breach of any such representation or warranty after the end of any applicable survival period unless either Party has provided written notice of a Claim prior to the end of the applicable survival period and has thereafter pursued resolution of the Claim within six (6) months after expiration of the applicable survival period. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching Party to the breaching Party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved in accordance with the requirements contained herein.

Section 9.02 Indemnification by Seller. If Closing occurs, then subject to the terms of this Article IX, Seller, shall, to the limited extent permitted by law, without in any manner waiving its rights of sovereign immunity or increasing the limits of liability set forth in Section 768.28, Florida Statutes, and unless otherwise covered by policies of insurance, indemnify, defend, and hold Buyer and their respective officers, directors, employees, successors and assigns harmless from, against and with respect to any claim, liability, obligation, loss, damage, assessment, judgment, cost or expense of any kind or character, including reasonable attorneys' fees (the "**Damages**") (whether absolute, accrued, contingent or otherwise), to the extent that the same arise out of or relate or are attributable to:

- (A) any breach of Seller's representations and warranties in this Agreement;
- (B) any failure by Seller to perform or observe, or to have performed or observed, in full, any covenant, agreement or condition to be performed or observed by it under this Agreement; and
- (C) the operation of the Business prior to the Closing Date or the ownership of the Purchased Assets prior to the Closing Date, whether or not such Damages were known on such date, including, without limitation, any Excluded Liability or activities of the Facility, Sellers, or their affiliates prior to the Closing Date, but excluding any obligations or liabilities of Seller expressly assumed by RE Buyer or Operator as set forth herein; and
- (D) Recapture Claims.

Section 9.03 Indemnification by Buyer. If Closing occurs, then subject to the terms of this Article IX, Buyer shall indemnify, defend, and hold Seller and its officers, directors, employees, successors and assigns harmless from, against and with respect to any Damages (whether absolute, accrued, contingent or otherwise), arising out of or in any manner incident, relating or attributable to:

- (A) any breach of any of Buyer's representations and warranties in this Agreement;
- (B) any failure by Buyer to perform or observe, or to have performed or observed, in full, any covenant, agreement or condition to be performed or observed by it under this Agreement; and
- (C) Operator's use of Seller's Provider Numbers and Provider Agreements; and
- (D) the operation of the Business on or after the Closing Date or the ownership of the Purchased Assets on and after the Closing Date or activities of the Facility, Buyer, or their affiliates on or after the Closing Date.

Section 9.04 Indemnity Claims.

(A) If any indemnity Claim (an "**Indemnity Claim**") is asserted by a Party as to which such Party may be entitled to indemnification hereunder, such Party (an "**Indemnified Party**") shall notify (the "**Claims Notice**") the other Party (an "**Indemnifying Party**") required by the terms of this Agreement to indemnify the Indemnified Party within ten (10) Business Days; provided, however, the failure or delay by an Indemnified Party to give prompt notice of any Indemnity Claim (if given prior to the expiration of any applicable survival periods) shall not release, waive or otherwise affect an Indemnifying Party's obligations with respect to the Indemnity Claim, except to the extent that the Indemnifying Party can demonstrate actual material loss or prejudice as a result of such failure or delay.

(B) The Claims Notice shall describe the Indemnity Claim and the specific facts and circumstances in reasonable detail, shall include copies of any notices received by Indemnified Party relating to such Indemnity Claim, and shall indicate the amount, if known, or an estimate, if possible, of Damages that have been or may be incurred or suffered.

(C) The Indemnifying Party shall defend and may compromise (subject to the limitations set forth below) any Claim by a third Party ("**Third Party Claim**"), at its own expense and by its own counsel, who shall be reasonably acceptable to the Indemnified Party. The Indemnified Party may participate, at its own expense, in the defense of any Claim assumed by the Indemnifying Party. Without the approval of the Indemnified Party, the Indemnifying Party shall not compromise a Claim defended by the Indemnifying Party which would require the Indemnified Party to perform or take any action, to refrain from performing or taking any action, to admit to any wrongdoing, or to pay any amount to any Persons as a result thereof; provided, however, that the Indemnified Party shall be obligated to respond to requests by the Indemnifying Party in a reasonable amount of time.

(D) Notwithstanding anything in this Section 9.04 to the contrary, if an Indemnified Party determines in good faith that there is a reasonable probability that a proceeding may affect it or its affiliates adversely other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the Indemnified Party may, by notice to the Indemnifying Party, assume the exclusive right to defend, compromise, or settle such proceeding, but the Indemnifying Party will not be bound by any determination of a proceeding so defended or any compromise or settlement effected without its consent (which may not be unreasonably withheld or delayed).

(E) If, within twenty (20) Business Days of the Indemnifying Party's receipt of a Claim Notice involving a Third Party Claim, the Indemnifying Party has not notified the Indemnified Party that the Indemnifying Party will assume the defense, the Indemnified Party may assume control of the defense or compromise of such Indemnity Claim, and the costs and expenses of such defense, including costs of investigation and reasonable attorneys' fees, shall be added to the damages associated with the Indemnity Claim. The Indemnified Party shall have the right to compromise such Indemnity Claim without the consent of the Indemnifying Party.

(F) The Party assuming the defense of any Indemnity Claim shall keep the other Party reasonably informed at all times of the progress and development of the Party's defense of and compromise efforts related to such Claim and shall furnish the other Party with copies of all relevant pleadings, correspondence and other papers. In addition, the Parties shall cooperate with each other, and make available to each other and their representatives all available relevant records or other materials required by them for their use in defending, compromising or contesting any Claim.

Section 9.05 Limitations on Liability. No party will have any right to indemnification unless the aggregate amount of all Damages incurred by the Indemnified Party exceeds Twelve Thousand Five Hundred Dollars (\$12,500.00) (the "**Basket**"), provided that once this amount has been exceeded, the Indemnifying Party will be responsible from the first dollar in excess of any such Damages. The Seller's aggregate liability in respect of claims for indemnification shall be limited as specifically set forth in Section 9.02, above. The Basket shall not apply to claims arising out of Section 9.02(C), 9.02(D), 9.03(C), 9.03(D) or claims based upon fraud or willful misconduct.

Section 9.06 Indemnification Escrow. To secure Seller's indemnification obligations under this Article IX, an amount equal to Two Hundred Fifty Thousand Dollars (\$250,000.00) (the "**Indemnification Escrow**") shall be deposited by Seller in escrow at Closing with the Escrow Agent, to be held pursuant to the the escrow instructions which are attached as Exhibit G (the "**Escrow Agreement**"). Anything herein to the contrary notwithstanding, Fifty Percent (50%) of the amount of the Indemnification Escrow remaining at the twelve-month anniversary of the Effective Date shall be paid to Seller within ten (10) days of the twelve-month anniversary of the Effective Date. The remaining Indemnification Escrow shall be paid to Seller within ten (10) days of the eighteen (18) month anniversary of the Effective Date.

ARTICLE X. MISCELLANEOUS

Section 10.01 Seller's Knowledge. Where any representation or warranty contained in this Agreement is expressly qualified by reference to Seller's Knowledge or to the knowledge of Seller, such knowledge shall be to the actual knowledge of Marcia Andresen and Alice Brown (but only with respect to the Business) and Wade Allen (but only with respect to Facility real property and environmental) ("**Seller's Knowledge Persons**"), and what they should have known through the exercise of reasonable care and due inquiry. There shall be no personal liability on the part of Seller's Knowledge Persons arising out of any representations or warranties made herein and Seller's Knowledge Persons are named solely for the purpose of defining the scope of Seller's Knowledge.

Section 10.02 Notices. All notices, requests, consents and other communications hereunder shall be in writing, shall be addressed to the receiving Party's address set forth below or to such other address as a Party may designate by notice hereunder, and shall be either (i) delivered by hand, or (ii) sent by recognized overnight courier, or (iii) by electronic mail.

*If to RE Buyer
and Operator:*

Millennial Property Investments Corp
Blue Falcon Operations Corporation
1195 Swearingen Avenue
Bartow, Florida 33830
Attn: Dan Jones
E-mail: djjones9804@gmail.com

With a copy to:

Peterson & Myers, P.A.
225 East Lemon Street, Suite 300
Lakeland, Florida 33801
Attn: Michael J. Kincart, Esq.
E-mail: mkincart@petersonmyers.com

If to Seller:

Polk County
330 W. Church Street
Bartow, Florida 33831
Attn: Wade Allen, Real Estate Services Administrator
E-mail: wadeallen@polk-county.net

With a copy to

FisherBroyles, LLP
4830 W. Kennedy Blvd., Ste. 600
Tampa, FL 33609
Attn: Radha Bachman, Esq.
Email: radha.bachman@fisherbroyles.com

All notices, requests, consents and other communications hereunder shall be deemed to have been given: (i) if by hand, at the time of the delivery thereof to the receiving Party at the address of such Party set forth above; (ii) if sent by overnight courier, on the next Business Day following the day such notice is delivered to the courier service; or (iii) if made by electronic mail, at the time that delivery thereof has been acknowledged by electronic confirmation or otherwise. The address of any Party herein may be changed at any time by written notice to the Parties.

Section 10.03 Entire Agreement. This Agreement and the other Documents embody the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and supersede all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in the other Documents shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

Section 10.04 Modifications and Amendments. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by authorized persons of each of the Parties hereto.

Section 10.05 Assignment/Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective heirs, personal representatives, successors and permitted assigns. This Agreement shall not be assignable by Seller or Buyer.

Section 10.06 Parties in Interest. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement. Nothing in this Agreement shall be construed to create any rights or obligations except among the Parties hereto, and no person or entity shall be regarded as a third-party beneficiary of this Agreement.

Section 10.07 Governing Law. This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with and governed by the internal laws of the State of Florida without giving effect to the conflict of law principles thereof. Venue for any action brought hereunder shall be in the courts located in Polk County, Florida.

Section 10.08 Waiver of Jury Trial. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION BROUGHT ON OR WITH RESPECT TO THIS AGREEMENT, INCLUDING TO ENFORCE OR DEFEND ANY RIGHTS HEREUNDER, AND AGREES THAT ANY SUCH ACTION SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

Section 10.09 Severability. In the event that any court of competent jurisdiction shall finally determine that any provision, or any portion thereof, contained in this Agreement shall be void or unenforceable in any respect, then such provision shall be deemed limited to the extent that such arbitral tribunal determines it enforceable, and as so limited shall remain in full force and effect. In the event that such arbitral tribunal shall determine any such provision, or portion thereof, wholly unenforceable, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

Section 10.10 Interpretation. The Parties hereto acknowledge and agree that: (i) the rule of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement, and (ii) the terms and provisions of this Agreement shall be construed fairly as to all Parties hereto and not in favor of or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement.

Section 10.11 Headings and Captions. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify, or affect, or be considered in construing or interpreting the meaning or construction of any of the terms or provisions hereof.

Section 10.12 Reliance. The Parties hereto agree that, notwithstanding any right of any Party to this Agreement to investigate the affairs of any other Party to this Agreement, the Party having such right to investigate shall have the right to rely fully upon the representations and warranties of the other Party expressly contained herein.

Section 10.13 Expenses. Each Party shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such Party) incurred in connection with this Agreement and the transactions contemplated hereby whether or not the transactions contemplated hereby are consummated including in any suit or arbitration brought to enforce any of the terms or provisions of this Agreement.

Section 10.14 Interpretation. All pronouns and any variation thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or entity or the context may require.

Section 10.15 Counterparts. This Agreement may be executed in any number of multiple counterparts, each of which shall be deemed to be an original copy and all of which shall constitute one agreement, binding on all parties hereto. Delivery of an executed counterpart of a signature page to this Memorandum by facsimile or other electronic means (including in "PDF" format) shall be effective as delivery of a manually executed counterpart of this Memorandum. The words "executed", "execution", "signed", "signature", and words of like import in this Memorandum shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf",

“tif” or “jpg”) and other electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

Section 10.16 Intentionally Omitted.

Section 10.17 No Waiver. No waiver of any term, provision or condition of this Agreement, in any one or more instances, shall be deemed to be effective unless in writing and signed by the Party granting the waiver. No waiver of any term, provision or condition of this Agreement, if any one or more instances, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition of this Agreement. No failure to act shall be construed as a waiver of any term, provision, condition or rights granted hereunder.

Section 10.18 No Joint Venture. Nothing contained herein shall be construed as forming a joint venture or partnership between the Parties hereto with respect to the subject matter hereof. The Parties hereto do not intend that any third party shall have any rights under this Agreement.

Section 10.19 Schedules and Exhibits. All exhibits, appendices, schedules and documents referred to in or attached to this Agreement shall be completed and agreed upon within fifteen (15) days prior to the Closing Date. All exhibits, appendices, schedules and documents referred to in or attached to this Agreement are integral parts of this Agreement as if fully set forth herein and all statements appearing therein shall be deemed to be representations.

Section 10.20 1031 Exchange. RE Buyer or Seller may in each party’s sole discretion agree to consummate the purchase or sale of the Real Property as part of a so-called like kind exchange (the “Exchange”) pursuant to Section 1031 of the Code, provided that: (a) the Closing shall not be delayed or affected by reason of the Exchange nor shall the consummation or accomplishment of the Exchange be a condition precedent or condition subsequent to RE Buyer’s or Seller’s obligations under this Agreement; (b) Seller shall not be required to take an assignment of the purchase agreement for the relinquished property or be required to acquire or hold title to any real property for purposes of consummating the Exchange; (c) a party performing an Exchange shall pay any additional costs that would not otherwise have been incurred had such party not consummated an Exchange; and (d) neither party’s acquiescence to an Exchange shall affect or diminish in any manner its rights hereunder nor shall the party not performing an Exchange be responsible for compliance with or be deemed to have warranted to the other party that the Exchange in fact complies with Section 1031 of the Code.

Section 10.21 Radon. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

Section 10.22 Certain Definitions. For purposes of this Agreement, the following terms shall have the following meanings (all terms used in this Agreement which are not defined in this paragraph shall have the meanings set forth elsewhere in this Agreement):

(A) “Applicable Laws” any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

(B) “Claim” means any claim, action, litigation, inquiry, proceeding (arbitral, administrative, legal or otherwise, including any informal proceeding), cause of action, audit, suit, settlement, stipulation, hearing, investigation, charge, complaint, demand or similar matter.

(C) “Fundamental Representations” shall mean the representations and warranties set forth in Sections 2.01, 2.02, 2.03, 2.09, 3.01, 3.02, and 3.03.

(D) “Governmental Authority” shall mean any (a) federal, state, county or municipal government, or city, town, borough, village, district or other jurisdiction; (b) governmental or quasi-governmental entity of any nature (including Medicare administrative contractors and any agency, branch, department, board, commission, court, tribunal or other entity exercising governmental or quasi-governmental powers); and (c) anybody exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power.

(E) Intentionally Omitted.

(F) “Material Adverse Effect” means any event, change, set of circumstances or condition having or which reasonably could have a material adverse effect on the Facility, Purchased Assets, or the Business, financial conditions or operations of the Facility and/or could prevent or materially impair the consummation of the transactions set forth in this Agreement, including, without limitation, any of the following:

(1) the loss of any licensure, certification or other material permit necessary to operate the Facility as a skilled nursing facility, including the Facility having its operating license revoked, suspended, placed on probation, whether permanently or temporarily;

(2) the designation of the Facility by CMS as a “Special Focus Facility” under its Special Focus Facility Program; and

(3) the decertification of Seller or the Facility from or with respect to participation under Medicare, Medicaid or any other governmental health care program, including being suspended or limited from, or otherwise deemed ineligible for, or having any denial of payment or admissions or other limitation imposed with respect to, whether permanently or temporarily, participation in the Medicare and/or Medicaid reimbursement program, and that is not deemed to be cured and in compliance by the Closing Date; provided, that, for the avoidance of doubt, the following shall not constitute a “Material Adverse Effect”: (a) any change in any Applicable Law or the interpretation thereof, (b) any change in GAAP or the interpretation thereof, (c) any events, changes, developments or occurrences generally affecting the industries in which the Business operates, (d) general economic, political or market conditions, (e) any disasters, calamities, emergencies, acts of war, sabotage or terrorism, or comparable events, or pandemics (including SARS-CoV-2 novel coronavirus), or an escalation or worsening of any of the foregoing, or (f) any breach by Buyer of this Agreement.

(G) “Out of Compliance” means a finding by a Governmental Authority of one or more deficiencies at the Facility at a “level G” or above in either (A) its most recent standard or complaint survey that has not found to have been corrected such that the Facility is found to be in substantial compliance with applicable health care laws by the applicable Governmental Authority, or (B) any prior survey that includes

a finding which requires a resurvey which resurvey has not taken place with a finding that the Facility was in substantial compliance.

(H) “Person” means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

(I) “Tax” or “Taxes” means any and all (a) domestic or foreign, federal, state, or local taxes, charges, fees, levies, imposts, escheat for unclaimed property, duties and governmental fees or other like assessments or charges of any kind whatsoever, including income taxes (whether imposed on or measured by net income, gross income, income as specially defined, earnings, profits, or selected items of income, earnings, or profits), capital taxes, gross receipts taxes, environmental taxes, sales taxes, use taxes, value added taxes, goods and services taxes, accumulated earnings taxes, fuel taxes, transfer taxes, franchise taxes, license taxes, withholding taxes, or other withholding obligations, payroll taxes, employment taxes, excise taxes, severance taxes, social security premiums, workers’ compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, ad valorem taxes, property taxes, windfall profits taxes, alternative or add-on minimum taxes, franchise permit fee or “bed taxes,” and customs duties, (b) interest, penalties, fines, additions to tax or additional amounts imposed by any taxing authority in connection with (i) any item described in clause (a) or (ii) the failure to comply with any requirement imposed with respect to any Tax Returns and (c) liabilities in respect of any items described in clause (a) or clause (b) payable by reason of contract, assumption, transferee liability, operation of law or otherwise.

(J) “Tax Return” means any report, return, statement or other written information, including any schedules or attachments thereto and any amendment thereof, supplied or required to be supplied to a taxing authority in connection with Taxes.

[signature page follows]

IN WITNESS WHEREOF, Buyer and Seller have each caused this Agreement to be executed by its duly authorized officer all as of the day and year first above written.

BUYER:

Millennial Property Investments Corp,
a Florida not-for-profit corporation

By: _____
Name: _____
Title: _____

Blue Falcon Operations Corporation,
a Florida not-for-profit corporation

By: _____
Name: _____
Title: _____

SELLER:

Polk County,
a political subdivision of the State of Florida

By: _____
Name: _____
Title: _____

EXHIBITS

- Exhibit A – Land Legal Description
- Exhibit B- Form of Statutory County Deed
- Exhibit C – Form of RE Assignment and Assumption Agreement
- Exhibit D – Form of RE Bill of Sale
- Exhibit E – Form of Operations Assignment and Assumption Agreement
- Exhibit F – Form of Operations Bill of Sale
- Exhibit G – Form of Escrow Agreement

SCHEDULES

Schedule 1.01(A)(2)(a) -	Tangible Personal Property
Schedule 1.01(A)(2)(d) -	Governmental Authorizations to be Assumed by Buyer
Schedule 1.01(B) -	Excluded Assets
Schedule 1.01(C) -	Ingress/Egress Easement
Schedule 1.03 -	Allocation of Purchase Price
Schedule 2.05 -	Employment and Labor Matters
Schedule 2.08 -	Governmental Approvals
Schedule 2.09(A) -	Material Licenses and Accreditations
Schedule 2.09(B) -	Outstanding Deficiencies
Schedule 2.09 (C) -	Medicaid and Medicare Provider Numbers
Schedule 2.09(D) -	Health Care Fraud Investigations
Schedule 2.09(G) -	Seller's Billing Practices
Schedule 2.09(H) -	Protected Health Information
Schedule 2.10(A) -	Material Compliance with Applicable Law
Schedule 2.11(B) -	Benefit Plans
Schedule 2.14 -	Material Contracts
Schedule 2.17 -	Seller's Litigation
Schedule 2.18(B) -	Compliance with Environmental Laws
Schedule 2.18(C) -	Absence of Hazardous Substances
Schedule 3.04 -	Buyer's Litigation
Schedule 4.05(A) -	Current Employees
Schedule 4.05(B) -	Retained Employees
Schedule 4.14(A) -	Resident Trust Funds
Schedule 4.20(B) -	Excluded Facilities
Schedule 7.02(A) -	Required Consents

DISCLOSURE SCHEDULES
TO
ASSET PURCHASE AGREEMENT
by and among
POLK COUNTY,
MILLENNIAL PROPERTY INVESTMENTS CORP,
and
BLUE FALCON OPERATIONS CORPORTION

Disclosure Schedules

These disclosure schedules (the “Disclosure Schedules”) dated as of November 7, 2023, are contemplated by that certain Asset Purchase Agreement by and among **POLK COUNTY**, a political subdivision of the State of Florida (“Seller”), and **MILLENNIAL PROPERTY INVESTMENTS CORP**, a Florida not for profit corporation (“RE Buyer”) and **BLUE FALCON OPERATIONS CORPORATION**, a Florida not for profit corporation (“Operator”) (RE Buyer and Operator are collectively referred to as the “Buyer”), dated as of November 7, 2023 (the “Agreement”).

Unless otherwise defined herein, capitalized terms used but not defined in these Schedules shall have the meanings given to such capitalized terms in the Agreement.

Any matter, information or item disclosed under any specific representation or warranty or in a Disclosure Schedule, shall be deemed to have been disclosed for all purposes of the Agreement in response to every representation or warranty in the Agreement in respect of which such disclosure is reasonably apparent and the facts relevant to such disclosure are set forth in reasonable detail. The inclusion of any matter, information or item in the Disclosure Schedules shall not be deemed to constitute an admission of any liability by the parties to any third party or otherwise imply that any such matter, information or item is material or create a measure for materiality for the purposes of the Agreement.

Schedule 1.01(A)(2)(a)

Tangible Personal Property

beds plus any reserve beds	Sixty (60)
electric bed frames	Sixty (60)
Bedding for all beds plus any additional bedding	All bed linen rented through Alsco (sheets, blankets, etc.)
Chairs in rooms	Sixty (60)
Dressers in rooms	Sixty (60)
Televisions in room	
Fans	
Patient lifts	
Food trays	
Kitchen appliances	
Kitchen and dining utensils	
Commodes	
Lift chairs	
Wheel chairs	
Shower chairs	
Shower mats	
Grab bars	
Bed rails	
Walkers	
Canes	
Window blinds	
Wall fixtures	
Table over bed	
Medicine carts	
Medical supplies	
Exam tables	
Common area chairs	
Common area television	
Common area table	
Medical monitor	
Mobile work station	
Toiletry	
Towels	All towels rented through Alsco
PPE	
Condensers	Seven (7)
Well Pressure Tank	One (1)
Air Handler	Seven (7)

Irrigation Timer	One (1)
Water Heater	Two (2)
Washers	Three (3)
Dryers	Three (3)
Soap Dispenser	One (1)
Exhaust Fan	One (1)
ATS	Four (4)
General Base Tank	One (1)
Generator	One (1)
Boiler	One (1)
Expansion Tanks	Three (3)
Circulation Pumps	Two (2)
Ice Machines	Two (2)
Bar Sinks	Two (2)
Phone System	One (1)
Intercom System	One (1)
Curtains	
Bathtub	
Showers	
Cabinets	
Stretchers	

Schedule 1.01(A)(2)(c)

Governmental Authorizations to be Assumed by Buyer

1. Florida Department of Environmental Protection License for Storage Tank/Generator Fuel
2. Florida Department of Health Pharmacy License
3. CMS CLIA License
4. AHCA Nursing Home License

Schedule 1.01(B)

Excluded Assets

- Seller's cash and cash equivalents.
- All insurance policies in the name of Seller and/or Facility.
- All refunds or reimbursements of whatever nature or description which relate to or are attributable to the period prior to the Closing Date and all deposits, escrowed funds and similar funds.
- All claims, disputes and litigation against third parties, and all amounts of any nature or description relating thereto, to the extent such dispute, claim or litigation is related to the period prior to the Closing Date; except the right to bill and collect for Seller's Accounts Receivable which is being transferred to Buyer pursuant to this Agreement.
- Corporate records of Seller including, but not limited to, minute books, charter documents, record books and other similar books and records pertaining to the organization, existence or capitalization of Seller).
- Contracts, leases, and agreements not included in the Assumed Contracts and all rights thereunder.
- Any equipment that is leased or not the property of Seller, including telephone system and VoIP phone system.
- Closed patient records and closed employee records.
- Software that is (i) not freely transferrable by the terms of any license agreement respecting the same, or (ii) used by Seller or its affiliates for purposes beyond the Facility, including as part of a larger corporate, administration, management and/or record keeping system respecting Seller's other properties and businesses.
- Telephone numbers, telephone listings, social media pages, websites, domain names, and marketing materials belonging to Seller.
- Seller's attorney-client privilege.
- Computers, laptops, tablets.

Schedule 1.01(C)

Ingress/Egress Easement Legal Description and Sketch

A parcel of land being a portion of the Northeast 1/4 of the Southwest 1/4 of Section 09, Township 30 South, Range 25 East, Polk County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 09; thence South 00°02'13" East, along the west line of said Northeast 1/4 of the Southwest 1/4, a distance of 530.06 feet to the **Point of Beginning**; thence departing said west line, North 89°27'07" East, 235.85 feet; thence North 89°32'14" East, 204.60 feet; thence South 02°27'46" East, 36.50 feet; thence South 88°04'14" West, 222.81 feet; thence South 88°37'55" West, 97.79 feet, to the point of curvature of a curve concaved southeasterly, having a radius of 138.49 feet, a central angle of 27°23'29", a chord distance of 65.58 feet, and a chord bearing of South 74°56'10" West; thence southwesterly along the arc of said curve, 66.21 feet, to the point of tangency; thence South 61°14'26" West, 66.14 feet, to said west line; thence North 00°02'13" West, along said west line, 84.12 feet to the **Point of Beginning**.

Less and Except the west 30.00 feet for Golfview Avenue.

Containing 0.36 acres more or less.

Schedule 1.03

Allocation of Purchase Price

Purchase Price - \$5,000,000

Allocation of Purchase Price:

Class V Assets - \$5,000,000 (\$4,000,000 land/building; \$1,000,000 tangible assets)

Schedule 2.05

Employment and Labor Matters

None.

Schedule 2.08

Governmental Approvals

1. Polk County Board of County Commissioners will need to approve the Agreement, the transaction contemplated by the Agreement, and any supporting documents required to effectuate the Agreement and transaction.
2. The Florida Agency for Health Care Administration Approval of Change of Ownership Application for Skilled Nursing Facility License.
3. The Florida Agency for Health Care Administration Approval of Change of Ownership Application for Medicaid Participation.
4. The Florida Department of Health Approval of Change of Ownership Application for Pharmacy Permit.
5. Buyer is applying for a new Medicare Provider Number and Agreement.

Schedule 2.09(A)

Material Licenses and Accreditations

License Name	License Number	Issuing Entity
Nursing Home	14790951	Agency for Health Care Administration
Medicare ID	105823	Medicare
Medicaid ID	020253300	Medicaid
National Provider Identifier	1376684951	Centers for Medicare and Medicaid Services
Clinical Laboratory License (Certificate of Waiver)	10D0645611	Centers for Medicare and Medicaid Services
Biomedical Waste Operating Permit	53-64-00824	Florida Department of Health
Pharmacy	PH2160	Florida Department of Health

Schedule 2.09(B)

Outstanding Deficiencies

There are no outstanding deficiencies however, the Facility is in the window for its Annual Recertification Inspection. The last inspection was completed 2/16/2022.

Schedule 2.09(C)

Medicaid and Medicare Provider Numbers

License Name	License Number	Issuing Entity
Medicare ID	105823	Medicare
Medicaid ID	020253300	Medicaid

Beds are dually Medicare and Medicaid.

Schedule 2.09(D)

Health Care Fraud Investigations

None.

Schedule 2.09(G)

Seller's Billing Practices

None for all the above except for a pending audit. The Facility's cost report for the period ending 9/30/22 was selected for examination. The required documentation was submitted on 9/22/2023 to CPA firm-Myers and Stauffer LC. Results of the audit are pending.

Schedule 2.09(H)

Protected Health Information Practices

None.

Schedule 2.10(A)

Material Compliance with Applicable Law

None for all the above except for a pending audit. The facility's cost report for the period ending 9/30/22 was selected for examination. The required documentation was submitted on 9/22/2023 to CPA firm-Myers and Stauffer LC. Results of the audit are pending.

Schedule 2.11(B)

Benefit Plans

State Employee Plans as defined in Section 2.11(a).

Schedule 2.14

Material Contracts

1. 22nd Century Technologies -
Countywide Temporary Labor
Vendor
2. A1 Shredding & Recycling Inc.
3. AA Southwest LLC DBA
AllShifts
4. AlSCO
5. Boring- Countywide contract
6. Cornerstone Quality Cleaning
Service
7. Gem Supply
8. GroveMed Incontinent
9. GroveMed Various Med
Supplies
10. Guardian Pharmacy
11. Liquid O2 Transfills Inc
12. Matrix Care
13. Medical Mega
14. Medi-Health Care
15. Moser International Inc
16. ProMed HealthCare Services
17. Saltmarsh
18. Select Rehabilitation
19. Senior TV
20. Sun Surgical
21. Tri - County Human Services
22. Georgia Sasser Consulting Inc
23. Boring -Rohr Home Printers
24. Boring -Rohr Home Printers
25. Konica Minolta Bizhub C759
26. Healthcare Environmental
Services
27. Inovalon Provider, Inc.
28. Eccolab Group
29. MobilexUSA(Trident)
30. New Source Medical(Specialty
Mattress)

Schedule 2.17

Seller's Litigation

None.

Schedule 2.18(B)

Compliance with Environmental Laws

None.

Schedule 2.18(C)

Absence of Hazardous Substances

Radon Assessment, dated October 13, 2023, carried out by Apollo Environmental, Inc. showing that sixteen (16) of the eighteen (18) test sites have resulted in levels that are above the EPA response level of 4.0 pico Curies per Liter. This report has been shared with Buyer.

Schedule 3.04

Buyer's Litigation

None.

Schedule 4.05(A)

Current Employees

Employee Name	Accrued Time Off	Salary/Hourly Wage	Commencement Date (DOH)	Position
Reena Pramod, RN		\$93,600.00/\$45/hr.	4/5/2021	Interim DON
Glenda Berrios Cora, RN		\$29.97/hr.	8/3/2020	Infection Preventionist/Staff Development Coordinator
Gloria Gasperak, RN		\$33.29/hr.	8/14/2018	MDS Coordinator (PT)
Joshua Wilson		\$21.71/hr.	5/21/2007	Social Worker
Pamela Jones		\$22.56/hr.	9/20/2010	Activities Director
Alice Bourque		\$25.55/hr.	9/30/2005	LPN
Darrica Kennon		\$21.45/hr.	1/31/2006	LPN
Tonya Crowder		\$27.07/hr.	2/28/2014	LPN
Jocelyn Bell		\$18.29/hr.	12/7/2015	CNA
Von'Drea Brown		\$17.33/hr.	8/5/2019	CNA
Judith Frank		\$19.26/hr.	4/1/2004	CNA
Merlene Deroncelley		\$19.26/hr.	12/18/2006	CNA
Natividad Sanchez		\$19.26/hr.	12/9/2002	CNA
Corrina Ortiz		\$17.01/hr.	6/17/2019	CNA
Sheree Jones		\$19.26/hr.	6/5/2006	CNA
Mary Burchfield		\$19.26/hr.	11/28/2006	CNA (PT)
Julian Garcia		\$18.59/hr.	9/8/1992	Lead Housekeeper
Esperanza Santiago		\$15.45/hr.	11/25/2013	Housekeeper
Petra Hernandez		\$15.76/hr.	1/16/1998	Housekeeper
Eloisa Miramontes		\$15.45/hr.	6/30/2014	Housekeeper

- Secretary (Caitlyn Thomas) Contracted through temporary labor company 22nd Century - \$15.45/hr.
- Interim Administrator (Maria Rivera) Contracted through temporary labor company-22nd Century - \$51.75/hr. ****14% upcharge is added to each contracted hourly wage.**

Schedule 4.05(B)

Retained Employees

All employees listed on Schedule 4.05(A) EXCEPT the Interim Administrator.

Schedule 4.14(A)

Resident Trust Funds

To be provided by Seller to Buyer prior to Closing.

Schedule 4.20(B)

Excluded Facilities

None.

Schedule 7.02(A)

Required Consents

Subject to Schedule 2.08 “Governmental Approvals”, none.

Schedule 1.01(B)
Excluded Assets

- Seller's cash and cash equivalents.
- Seller's accounts receivable.
- All insurance policies in the name of Seller and/or Facility.
- All refunds or reimbursements of whatever nature or description which relate to or are attributable to the period prior to the Closing Date and all deposits, escrowed funds and similar funds.
- All claims, disputes and litigation against third parties, and all amounts of any nature or description relating thereto, to the extent such dispute, claim or litigation is related to the period prior to the Closing Date.
- Corporate records of Seller including, but not limited to, minute books, charter documents, record books and other similar books and records pertaining to the organization, existence or capitalization of Seller).
- Contracts, leases, and agreements not included in the Assumed Contracts and all rights thereunder.
- Any equipment that is leased or not the property of Seller, including copy machines and computer hardware.
- Closed patient records and closed employee records.
- Software that is (i) not freely transferrable by the terms of any license agreement respecting the same, or (ii) used by Seller or its affiliates for purposes beyond the Facility, including as part of a larger corporate, administration, management and/or record keeping system respecting Seller's other properties and businesses.
- Seller's IT equipment, vehicles, telephone numbers, telephone listings, social media pages, websites, domain names, and marketing materials located at the Facility.
- Seller's attorney-client privilege.
- Computers, laptops, and network infrastructure (3 switches and 33 Wireless Access Points)

EXHIBIT A
LEGAL LAND DESCRIPTION

Property Addresss:

2120 MARSHALL EDWARDS DRIVE, BARTOW, FLORIDA 33830

Legal:

A parcel of land being a portion of the Northeast 1/4 of the Southwest 1/4 of Section 09, Township 30 South, Range 25 East, Polk County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 09; thence South 00°02'13" East, along the west line of said Northeast 1/4 of the Southwest 1/4, a distance of 341.80 feet to the south line of Rohr Drive as depicted on SWEETS SUBDIVISION UNIT ONE, as recorded in Plat Book 52, Page 7, Public Records of Polk County, Florida; thence North 89°00'24" East, along said south line, 30.00 feet to the **Point of Beginning**; thence continue North 89°00'24" East, along said south line, 416.00 feet; thence South 00°14'11" East, 184.68 feet; thence South 87°32'14" West, 210.94 feet; thence South 89°27'07" West, 205.84 feet to a line being 30.00 feet east of and parallel with said west line; thence North 00°02'13" West, 188.50 feet to the **Point of Beginning**.

Containing 1.8 acres, more or less.

TOGETHER WITH

That certain parking lot adjacent to the above described property, which shall be more completely described in a survey performed by Seller and acceptable to Buyer.

EXHIBIT B
FORM OF STATUTORY COUNTY DEED

See attached.

This instrument prepared under the direction of:
R. Wade Allen, Administrator
Polk County Real Estate Services
P. O. Box 9005, Drawer RE 01
Bartow, Florida 33831-9005
By: Scott C. Lowery

Parcel ID Nos.: 253009-000000-041040 and
253009-000000-041020 (Portion)

COUNTY DEED

THIS DEED, made this _____ day of _____, 202____, by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to **MILLENNIAL PROPERTY INVESTMENTS CORP**, a Florida not-for-profit corporation, whose address is 1195 Swearingen Avenue, Bartow, Florida 33830, Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of \$1.00, to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has Granted, bargained, and sold to Grantee, its successors and assigns forever, all the right, title, interest, including interests, if any, in rights which may have been reserved by operation of Section 270.11 Florida Statutes, claim, and demand, which the Grantor has in and to the following described land lying, and being in Polk County, Florida, to wit:

A parcel of land being a portion of the Northeast 1/4 of the Southwest 1/4 of Section 09, Township 30 South, Range 25 East, Polk County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 09; thence South 00°02'13 East, along the west line of said Northeast 1/4 of the Southwest 1/4, a distance of 341.80 feet to the south line of Rohr Drive as depicted on SWEETS SUBDIVISION UNIT ONE, as recorded in Plat Book 52, Page 7, Public Records of Polk County, Florida; thence North 89°00'24" East, along said south line, 30.00 feet to the **Point of Beginning**; thence continue North 89°00'24" East, along said south line, 416.00 feet; thence South 00°14'11" East, 184.68 feet; thence South 87°32'14" West, 210.94 feet; thence South 89°27'07" West, 205.84 feet to a line being 30.00 feet east of and parallel with said west line; thence North 00°02'13" West, 188.50 feet to the **Point of Beginning**.

IN WITNESS WHEREOF, said Grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice-Chair of said board, the day and year aforesaid.

ATTEST:
Stacy M. Butterfield
Clerk to the Board

By: _____
Deputy Clerk
(Seal)

GRANTOR:

Polk County, Florida

By: _____, Chair
Board of County Commissioners

EXHIBIT C
FORM OF RE ASSIGNMENT AND ASSUMPTION AGREEMENT

See attached.

ASSIGNMENT, ASSUMPTION, CONSENT, AND ACKNOWLEDGMENT

THIS ASSIGNMENT, ASSUMPTION, CONSENT, AND ACKNOWLEDGMENT ("Assignment") is made and entered into with an effective date of _____, 202__ (referred to below as the "Effective Date"), by and between **MILLENNIAL PROPERTY INVESTMENTS CORP**, a Florida not for profit corporation ("Assignee"), **POLK COUNTY, FLORIDA**, a political subdivision of the State of Florida ("Assignor"), and _____, a _____ ("Vendor").

WHEREAS, Assignor and Vendor are parties to that certain _____ with an Effective Date of _____ (the "Agreement"), a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, Assignor desires to assign the Agreement to Assignee as of the Effective Date; and

WHEREAS, Vendor approves of the assignment of the Agreement to Assignee; and

WHEREAS, Assignee desires to accept assignment of the Agreement and assume the performance of all terms, covenants, and conditions of the Agreement from and after the Effective Date.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein and for other good and valuable consideration, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are true and correct, and are incorporated herein by reference as part of this Assignment.
2. Assignment. Assignor hereby assigns the Agreement to Assignee and Assignee hereby accepts the assignment of the Agreement, as of the Effective Date.
3. Assumption. Assignee hereby agrees to assume the performance of all terms, covenants, and conditions of the Agreement from and after the Effective Date.
4. Consent and Ratification. Vendor hereby consents, as of the Effective Date, to the assignment of the Agreement. Vendor hereby ratifies and confirms that Exhibit A contains a true and correct copy of the current and only agreement between Vendor and Assignor.
5. Acknowledgments. Vendor and Assignee agree to be bound by the terms and conditions set forth in the Agreement.
6. Binding Effect. This Assignment is binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto.
7. Notices. Vendor and Assignee hereby agree that on and after the Effective Date, and pursuant to Section _____ of the Agreement, all notices, requests, demands and other communications to Vendor and to Assignee shall be sent or delivered as follows:

To Vendor: (insert name and address)

To Assignee: Millennial Property Investments Corp.
2120 Marshall Edwards Drive
Bartow, Florida 33830
Attn: Dan Jones, President

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the Effective Date.

**MILLENNIAL PROPERTY INVESTMENTS
CORP.**

POLK COUNTY, FLORIDA

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: Chair, Board of County Commissioners

(VENDOR NAME)

By: _____
Print Name: _____
Title: _____

1384908_1

EXHIBIT "A"

Agreement

(to be inserted)

EXHIBIT D
FORM OF RE BILL OF SALE

See attached.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **POLK COUNTY, FLORIDA**, a political subdivision of the State of Florida ("Seller"), for good and valuable consideration it has received from **MILLENNIAL PROPERTY INVESTMENTS CORP**, a Florida not-for-profit corporation ("Buyer"), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the Buyer the "Real Property", as such term is defined in that certain Asset Purchase Agreement by and between Seller and Buyer, among other parties, of even date herewith (the "Purchase Agreement").

TO HAVE AND TO HOLD the same unto the Buyer forever.

Buyer acknowledges that Seller makes no representation or warranty with respect to the assets being conveyed hereby except as specifically set forth in the Purchase Agreement.

IN WITNESS WHEREOF, Seller has hereunto set its hand and seal the ____ day of _____, 202__.

ATTEST:

POLK COUNTY, FLORIDA

By: _____
Name: Stacy M. Butterfield
Title: Clerk to the Board of County
Commissioners

By: _____
Print Name: _____
Title: Chair, Board of County Commissioners

STATE OF FLORIDA
COUNTY OF POLK.

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, on this ____ day of _____, 202__, by _____, as Chair of the Board of County Commissioners of Polk County, Florida, a political subdivision of the State of Florida, for and on behalf of said county, who [] is personally known to me or who [] has produced a Florida driver's license as identification.

Notary Public
Print Name: _____
My commission expires: _____

EXHIBIT E
FORM OF OPERATIONS ASSIGNMENT AND ASSUMPTION AGREEMENT

See attached.

ASSIGNMENT, ASSUMPTION, CONSENT, AND ACKNOWLEDGMENT

THIS ASSIGNMENT, ASSUMPTION, CONSENT, AND ACKNOWLEDGMENT ("Assignment") is made and entered into with an effective date of _____, 202__ (referred to below as the "Effective Date"), by and between **BLUE FALCON OPERATIONS CORPORATION**, a Florida not for profit corporation ("Assignee"), **POLK COUNTY, FLORIDA**, a political subdivision of the State of Florida ("Assignor"), and _____, a _____ ("Vendor").

WHEREAS, Assignor and Vendor are parties to that certain _____ with an Effective Date of _____ (the "Agreement"), a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, Assignor desires to assign the Agreement to Assignee as of the Effective Date; and

WHEREAS, Vendor approves of the assignment of the Agreement to Assignee; and

WHEREAS, Assignee desires to accept assignment of the Agreement and assume the performance of all terms, covenants, and conditions of the Agreement from and after the Effective Date.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein and for other good and valuable consideration, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are true and correct, and are incorporated herein by reference as part of this Assignment.
2. Assignment. Assignor hereby assigns the Agreement to Assignee and Assignee hereby accepts the assignment of the Agreement, as of the Effective Date.
3. Assumption. Assignee hereby agrees to assume the performance of all terms, covenants, and conditions of the Agreement from and after the Effective Date.
4. Consent and Ratification. Vendor hereby consents, as of the Effective Date, to the assignment of the Agreement. Vendor hereby ratifies and confirms that Exhibit A contains a true and correct copy of the current and only agreement between Vendor and Assignor.
5. Acknowledgments. Vendor and Assignee agree to be bound by the terms and conditions set forth in the Agreement.
6. Binding Effect. This Assignment is binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto.
7. Notices. Vendor and Assignee hereby agree that on and after the Effective Date, and pursuant to Section _____ of the Agreement, all notices, requests, demands and other communications to Vendor and to Assignee shall be sent or delivered as follows:

To Vendor: (insert name and address)

To Assignee: Blue Falcon Operations Corporation
2120 Marshall Edwards Drive
Bartow, Florida 33830
Attn: Dan Jones, President

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the Effective Date.

**BLUE FALCON OPERATIONS
CORPORATION**

By: _____
Print Name: _____
Title: _____

POLK COUNTY, FLORIDA

By: _____
Print Name: _____
Title: Chair, Board of County Commissioners

(VENDOR NAME)

By: _____
Print Name: _____
Title: _____

1384950_1

EXHIBIT "A"

Agreement

(to be inserted)

EXHIBIT F
FORM OF OPERATIONS BILL OF SALE

See attached.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **POLK COUNTY, FLORIDA**, a political subdivision of the State of Florida ("Seller"), for good and valuable consideration it has received from **BLUE FALCON OPERATIONS CORPORATION**, a Florida not-for-profit corporation ("Buyer"), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the Buyer the Other Property, as such term is defined in that certain Asset Purchase Agreement by and between Seller and Buyer, among other parties, of even date herewith (the "Purchase Agreement").

TO HAVE AND TO HOLD the same unto the Buyer, its successors and assigns forever.

Buyer acknowledges that Seller makes no representation or warranty with respect to the assets being conveyed hereby except as specifically set forth in the Purchase Agreement.

IN WITNESS WHEREOF, Seller has hereunto set its hand and seal the ____ day of _____, 202__.

ATTEST:

POLK COUNTY, FLORIDA

By: _____
Name: Stacy M. Butterfield
Title: Clerk to the Board of County
Commissioners

By: _____
Print Name: _____
Title: Chair, Board of County Commissioners

STATE OF FLORIDA
COUNTY OF POLK.

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on this ____ day of _____, 202__, by _____, as Chair of the Board of County Commissioners of Polk County, Florida, a political subdivision of the State of Florida, for and on behalf of said county, who ☐ is personally known to me or who ☐ has produced a Florida driver's license as identification.

Notary Public
Print Name: _____
My commission expires: _____

EXHIBIT G
FORM OF ESCROW AGREEMENT

See attached.

EXHIBIT G

INDEMNIFICATION ESCROW AGREEMENT

THIS ESCROW AGREEMENT (“Agreement”) is entered into effective _____, 2023 (“Effective Date”), by and between Polk County, a political subdivision of the State of Florida (“Seller”), Millennial Property Investments Corp, a Florida not for profit (“Buyer”) (together the “Parties”), and Peterson & Myers, P.A., a Florida professional association (“Escrow Agent”).

RECITALS

A. Seller and Buyer are parties to that certain Asset Purchase Agreement dated effective November 7, 2023 (“Asset Purchase Agreement”).

B. Buyer and Seller desire to establish an escrow account (“Escrow Account”) with Escrow Agent into which Seller will deposit the Indemnification Escrow, as defined in and in accordance with Section 9.06 of the Asset Purchase Agreement, which amount will be held in, administered, and disbursed from escrow by Escrow Agent pursuant to the terms and conditions of this Agreement.

C. Except as specifically modified by separate written instruction executed by all parties hereto, the terms and conditions set forth herein shall apply to the Escrow Account.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals; Defined Terms. The above recitals are true and correct and are hereby incorporated herein by reference. Unless otherwise indicated herein, all capitalized terms used herein shall have the same meaning as given to such terms in the Asset Purchase Agreement.

2. Escrow Account and Indemnification Escrow. On the Closing Date (as defined in the Asset Purchase Agreement), Seller shall deliver to Escrow Agent the Indemnification Escrow in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00), paid from the net proceeds of the Purchase Price (as defined in the Asset Purchase Agreement) received by Seller at the Closing (as defined in the Asset Purchase Agreement). The Indemnification Escrow shall be deposited by Escrow Agent in its law firm trust account at a bank with whom Escrow Agent maintains attorney trust accounts, for the period of eighteen (18) months from the Effective Date of the Asset Purchase Agreement (the “Survival Period”). The trust account shall be a non-interest bearing account. The Indemnification Escrow shall not be subject to lien or attachment of any creditor of any party and will be used solely for the purposes and subject to the conditions set forth in this Agreement. Buyer and Seller mutually agree that Escrow Agent shall hold and disburse the Indemnification Escrow in accordance with the terms of this Agreement.

3. Payment Event. The Parties agree that a breach of Seller’s Indemnification Obligations (as defined in Section 9.06 of the Asset Purchase Agreement) for which Buyer has the

right to receive, use, and benefit from the Indemnification Escrow constitutes a “Payment Event” for purposes of this Agreement.

4. Release of Indemnification Escrow During Survival Period. Upon the occurrence of a Payment Event, Buyer may deliver written notice to Seller and Escrow Agent (the “Buyer Notice”) advising Seller and Escrow Agent that a Payment Event has occurred and requesting the disbursement of such portion of the Indemnification Escrow as shall be sufficient to satisfy the Payment Event (the “Requested Sum”). Disbursement of the Requested Sum from the Escrow Account shall be made by Escrow Agent on the fifteenth (15th) day following the day that Buyer delivers the Buyer Notice to Seller and Escrow Agent unless within ten (10) days after delivery of the Buyer Notice to Seller and Escrow Agent, Seller provides to Escrow Agent either (i) written notice Seller has paid the Requested Sum outside of escrow, or (ii) a written objection to such disbursement, which written objection states, in reasonable detail, the basis for Seller’s objection and shall specify the amount of Seller’s dispute of the disbursement requested in the Buyer Notice (either of the foregoing being a “Seller Objection”). If Seller does not deliver a Seller Objection to Escrow Agent and Buyer within ten (10) days following Buyer’s delivery of the Buyer Notice, then Seller shall be deemed to have authorized such disbursement of the Requested Sum from the Escrow Account and Escrow Agent shall disburse to Buyer the Requested Sum specified in the Buyer Notice. If, however, Seller delivers a Seller Objection to Escrow Agent and Buyer within the aforementioned ten (10) day period, Escrow Agent shall continue to hold the portion of the Requested Sum to which Seller objects being disbursed in the Seller Objection (with any amount of the Requested Sum not objected to in the Seller Objection being disbursed to Buyer) until the earlier of: (i) receipt by Escrow Agent of joint written instructions from Buyer and Seller directing delivery or other disposition of the Indemnification Escrow (or any portion thereof); or (ii) Escrow Agent shall be ordered to disburse the Indemnification Escrow (or any portion thereof) by order or judgment of an appropriate court of competent jurisdiction.

Notwithstanding anything herein to the contrary, if Escrow Agent receives any instructions from Buyer or Seller that conflict with the terms of this Agreement, then Escrow Agent, in Escrow Agent’s sole discretion, may either (i) continue holding the Indemnification Escrow until Escrow Agent receives joint written instructions from Buyer and Seller concerning the disbursement of the Indemnification Escrow, or (ii) file an interpleader action in accordance with Florida Rules of Civil Procedure and deposit such portion of the Indemnification Escrow in the registry of the Clerk of Court for the Tenth Judicial District in and for Polk County, Florida.

The parties further agree that fifty percent (50%) of the amount of the Indemnification Escrow remaining in the Escrow Account shall be paid to Seller within ten (10) days after the twelve (12) month anniversary of the Effective Date of the Asset Purchase Agreement.

5. Termination of Escrow Account. In the event a Buyer Notice is not delivered to Escrow Agent on or before ten (10) days after the expiration of the Survival Period (the “Escrow Termination Date”), Escrow Agent shall return the Indemnification Escrow to Seller within fifteen (15) days after the Escrow Termination Date. If Buyer delivers a Buyer Notice to Escrow Agent on or before ten (10) days after the Escrow Termination Date, Escrow Agent shall continue to hold in escrow and administer the Requested Sum in accordance with the terms of Section 4 above, and any amount of the Indemnification Escrow that exceeds the aggregate Requested Sum specified in

all outstanding and unresolved Buyer Notices delivered to Escrow Agent prior to the Escrow Termination Date shall be returned to Seller by the Escrow Agent within fifteen (15) days after the Escrow Termination Date.

6. Limitations of Liability. Without limitation, Escrow Agent shall not be liable for any loss or damage resulting from the following:

- a. The financial status or insolvency of any other party or any misrepresentation made by any other party.
- b. Any insufficiency or ambiguity of any instruction delivered to Escrow Agent or exchanged by the parties hereto.
- c. The default, error, action or omission of any other party to the escrow.
- d. Any loss or impairment of the Indemnification Escrow while those funds are in the course of collection or while those funds are on deposit in a financial institution if such loss or impairment results from failure, insolvency or suspension of a financial institution, or any loss or impairment of funds due to the invalidity of any draft, check, document or other negotiable instrument delivered to the Escrow Agent.
- e. The expiration of any time limit or other consequence of delay on behalf of Seller or Buyer.
- f. Escrow Agent's compliance with any legal process, subpoena, writ, order, judgment or decree of any court, and whether or not subsequently vacated, modified, set aside or reversed.

7. Escrow Agent.

a. Seller (to the limited extent specified below) and Buyer agree jointly and severally to indemnify the Escrow Agent for, and to hold it harmless against, any and all claims, liabilities, damages, fees, charges, costs, expenses, penalties, losses, actions, suits, or proceedings at law or in equity, of any kind or nature, which the Escrow Agent incurs, may incur, or with which it may be threatened directly or indirectly, arising from or in any way connected with its acting as the Escrow Agent under this Agreement, including without limitation reasonable attorneys' fees at trial and appellate levels, except for damages, costs or expenses arising from the gross negligence or willful misconduct of the Escrow Agent. Escrow Agent shall have a lien on and right of setoff against any property or monies held in escrow for the foregoing indemnification. The parties acknowledge that the foregoing indemnities will survive the resignation or removal of the Escrow Agent or the termination of this Agreement. Notwithstanding anything to the contrary contained in this Section 7 or otherwise contained herein, the Seller and Buyer agree that Seller's liability shall be expressly limited as set forth in Section 9.02 of the Asset Purchase Agreement, and nothing contained in this Agreement or in the Asset Purchase Agreement

shall serve as a waiver of Seller's rights of sovereign immunity or an increase in the limits of liability set forth in Section 768.28, Florida Statutes.

b. The express provisions of this Agreement determine solely the duties and responsibilities of the Escrow Agent under this Agreement, and no other or further duties or responsibilities may be implied. The Escrow Agent will not have any liability under, nor duty to inquire into, the terms and provisions of any agreement or instructions, other than as outlined in this Agreement or as agreed to in writing by all parties.

c. The Escrow Agent may act upon any instrument or other writing provided by any of the parties believed by the Escrow Agent in good faith to be genuine, and to be signed or presented by the proper person, and will not be liable in connection with the performance by it of its duties pursuant to the provisions of this Agreement, unless Escrow Agent willfully, purposefully and wrongfully breaches the terms of this Agreement in the misdelivery of any property held in escrow. The Escrow Agent will be under no duty to inquire into or investigate the validity, accuracy or content of any such document. The Escrow Agent will have no duty to solicit any payments which may be due under this Agreement.

d. The Escrow Agent shall not be deemed to have knowledge of any matter unless and until the Escrow Agent receives actual written notice thereof, and the Escrow Agent shall not be charged with constructive notice whatsoever. In the event the Escrow Agent shall be uncertain as to its duties, or shall receive instructions or demands which, in the Escrow Agent's sole opinion, are conflicting or violative of any provision of this Agreement, then the Escrow Agent shall be entitled to refrain from taking any action until the Escrow Agent shall be directed in writing by Seller and Buyer (and, at the Escrow Agent's sole discretion, consented to by any third person) or by any final order or judgment of a court of competent jurisdiction, or the Escrow Agent may deposit the subject of escrow with the Clerk of the Circuit Court of the Tenth Judicial District in and for Polk County, Florida, and upon notifying Seller and Buyer of such action, all liability on the part of the Escrow Agent shall immediately and fully terminate except to the extent of accounting for any items delivered out of escrow.

e. Seller acknowledges that Peterson & Myers, P.A. represents Buyer in the transaction contemplated in the Asset Purchase Agreement and is also acting as Escrow Agent under the terms of this Agreement. Seller agrees and consents that Escrow Agent may represent Buyer if any dispute or enforcement action arises regarding the Asset Purchase Agreement or any other matter. Seller further acknowledges and consents that Peterson & Myers' representation of Buyer shall not be limited in any manner or by any means.

8. Completion of Escrow. Upon completion of the disbursement of the Indemnification Escrow in accordance with the Asset Purchase Agreement and this Agreement, or as otherwise instructed in a written instrument signed by both Seller and Buyer, Escrow Agent shall be automatically released and discharged of its escrow obligations hereunder.

9. Resignation of Escrow Agent.

a. The Escrow Agent may at any time resign by giving twenty (20) days prior written notice of resignation to Seller and Buyer.

b. If no successor Escrow Agent is appointed within ten (10) days after a notice of resignation by the Escrow Agent, the Escrow Agent's sole responsibility will thereafter be to hold the Indemnification Escrow until the earlier of its receipt of designation of a successor Escrow Agent, or a joint written instruction by Seller and Buyer, or Escrow Agent interpleads the Indemnification Escrow as permitted by Section 4 above.

10. Notices. All notices, consents, reports, demands, requests and other communications required or permitted hereunder ("Notices") shall be in writing, and shall be: (a) personally delivered with a written receipt of delivery; (b) sent by a nationally recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; or (c) sent by PDF or email with an original copy thereof transmitted to the recipient by one of the means described in subsections (a) or (b). All Notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the Notice was sent by overnight courier as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this section, then the first attempted delivery shall be deemed to constitute delivery; and provided further, however, that Notices given by PDF or email shall be deemed given when received. Each party shall be entitled to change its address for Notices from time to time by delivering to the other party Notice thereof in the manner herein provided for the delivery of Notices. All Notices shall be sent to the addressee at its address set forth below:

To Buyer: Millennial Property Investments Corp
 Blue Falcon Operations Corporation
 1195 Swearingen Avenue
 Bartow, FL 33830
 Attn: Dan Jones
 Email: djones9804@gmail.com

With a copy
to: Peterson & Myers, P.A.
 225 East Lemon Street, Suite 300
 Lakeland, Florida 33801
 Attn: Michael J. Kincart, Esq.
 E-mail: mkincart@petersonmyers.com

To Seller: Polk County
330 W. Church Street
Bartow, Florida 33831
Attn: Wade Allen, Real Estate Services Administrator
E-mail: wadeallen@polk-county.net

With a copy
to: FisherBroyles, LLP
4830 W. Kennedy Blvd., Ste. 600
Tampa, FL 33609
Attn: Radha Bachman, Esq.
E-mail: radha.bachman@fisherbroyles.com

Any notice required hereunder to be delivered to the Escrow Agent shall be delivered in accordance with above provisions as follows:

Peterson & Myers, P.A.
225 East Lemon Street, Suite 300
Lakeland, Florida 33801
Attn: David A. Miller, Esq.
Email: dmiller@petersonmyers.com

11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.

12. Headings. The headings of the sections contained in this Agreement are for convenience only and do not define, limit or construe the contents of such sections.

13. Draftsmanship. The fact that one of the parties may have drafted or structured any provision of this Agreement or any document attached as an exhibit hereto shall not be considered in construing the particular provision either in favor of or against such party.

14. Amendment; Waivers. No amendment, modification or discharge of this Agreement, and no waiver under this Agreement, will be valid or binding unless set forth in writing and duly executed by the Escrow Agent and by the party against whom enforcement of the amendment, modification, discharge or waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described in such writing and will in no way impair the rights of the party granting such waiver in any other respect or at any other time.

15. Venue. The exclusive venue of any action to enforce or interpret this Agreement shall be in the State court of competent jurisdiction in and for Polk County, Florida.

16. Waiver of Jury Trial. THE PARTIES HERETO WAIVE ALL RIGHTS TO TRIAL BY JURY.

17. Attorney's Fees. If any party seeks to enforce or interpret this Agreement through litigation, the prevailing party in such litigation shall recover all costs incurred, including, without limitation, a reasonable attorney's fee at all levels of pre-litigation, litigation, and post-litigation, appeal and at all alternative dispute resolution preparation and proceedings, from the non-prevailing party.

18. Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, successors, successors-in-interest, agents, permitted assigns, and legal representatives of Buyer, Seller, and the Escrow Agent.

19. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument. All signatures of the parties to this Agreement may be transmitted electronically (e.g. DocuSign), or e-mail (PDF), and such facsimile, PDF, or electronic signature will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces and will be binding upon such party.

20. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes all prior agreements and understandings related to the subject matter hereof.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

“BUYER”

Millennial Property Investments Corp
a Florida not-for-profit corporation

By: _____
Name: _____
Title: _____

“SELLER”

Polk County,
a political subdivision of the State of Florida

By: _____
Name: _____
Title: Chair, Board of County Commissioners

“ESCROW AGENT”

Peterson & Myers, P.A.,
a Florida professional association

By: _____
Name: _____
Title: _____

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