

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the “*Agreement*”), dated as of December 11, 2017, (the “*Effective Date*”) is executed by Derek A. Pierce, acting solely in his capacity as receiver under the Receivership Order (as defined below) (the “*Seller*”), and Social Circle Senior Center, LLC, a Georgia limited liability company (the “*Purchaser*”).

RECITALS

WHEREAS, Senior Solutions of Social Circle, LLC (the “*Borrower*”) is the owner and operator of a five-building facility comprising four (4) independent living units and ninety-one (91) personal care units known as “**Manor House of Social Circle**” (hereafter referred to as the “*Facility*”), which is located at 621 N. Cherokee Road, Social Circle, Walton County, Georgia, (the “*Land*”, and together with the Facility, “*Project*”);

WHEREAS, pursuant to that certain Trust Indenture, dated as of July 1, 2014 (the “*Indenture*”), between the Development Authority of Walton County (the “*Issuer*”) and UMB Bank, N.A. (the “*Indenture Trustee*”), the Issuer issued \$2,915,000 of Development Authority of Walton County First Mortgage Healthcare Facility Revenue Bonds (Senior Solutions of Social Circle, LLC Project) Series 2014A Bonds (the “**2014A Bonds**”) and \$335,000 Development Authority of Walton County First Mortgage Healthcare Facility Revenue Bonds (Senior Solutions of Social Circle, LLC Project) Series 2014B (Taxable) Bonds (the “**2014B Bonds**,” and together with the 2014A Bonds, the “*Bonds*”) in order to provide financing for the Project;

WHEREAS, to provide for the repayment of the Bonds in accordance with the Indenture, the Issuer and Borrower entered into that certain Loan Agreement, dated as of July 1, 2014 (the “*Loan Agreement*”), by and between the Issuer and Borrower;

WHEREAS, the obligations due and owing under the Loan Agreement and Indenture are secured by, among other things, that certain Deed to Secure Debt and Security Agreement, dated as of July 1, 2014 (the “*Security Deed*” and together with the Indenture, Loan Agreement, and all other related documents, the “*Bond Documents*”), granted by Borrower to Issuer;

WHEREAS, the Securities and Exchange Commission filed a complaint in the United States District Court for the District of New Jersey (the “*Court*”), commencing a case styled as *Securities and Exchange Commission v. Dwayne Edwards, et. al.*, case number 2:17-cv-00393 (ES) (SCM) (the “*Receivership Proceeding*”), in order to, among other things, seek appointment of Derek A. Pierce as receiver (the “*Receiver*”) over the “*Receivership Entities*”¹;

WHEREAS, pursuant to the *Order Appointing Receiver* (the “*Receiver Order*”), the Court authorized, directed, and empowered the Receiver to take and assume all the powers, authorities, rights, privileges possessed by the officers, directors, managers, managing members, and general and limited partners of the Receivership Entities under applicable state and federal law, by the governing charters, by-laws, articles and/or agreements in addition to all powers and

¹ The Receivership Entities include: Senior Solutions of Social Circle, LLC; Oxtan Senior Living, LLC; Oxtan Village of Social Circle, LLC; Oxtan Village Villas, LLC; Manor House Senior Living, LLC; and Manor House of Social Circle, LLC.

authority of a receiver at equity, and all powers conferred upon a receiver by the provisions of 28 U.S.C. §§ 754, 959, and 1692, and Fed. R. Civ. P. 66, including, but not limited to, monies, funds, securities, credits, effects, goods, chattels, lands, premises, leases, claims, rights and other assets, together with all rents, profits, dividends, interest or other income attributable thereto, of whatever kind, which the Receivership Entities own, possess, have a beneficial interest in, or control directly or indirectly (the “**Receivership Estate**”). The Receivership Estate shall not include property owned by residents of the Facility.

WHEREAS, pursuant to the Receiver Order, the Court authorized, directed, and empowered the Receiver to sell some or all of the Receivership Estate through procedures to be approved by the Court;

WHEREAS, the parties hereto desire to enter into this Agreement, pursuant to which Purchaser will purchase from Receiver, as Seller, and Seller will sell, convey, transfer and assign to Purchaser, the Purchased Assets (as defined herein);

WHEREAS, Seller and Purchaser desire to enter into this Agreement in order for Purchaser to serve as a “**stalking horse purchaser**” in Seller’s auction of the Receivership Estate; and

WHEREAS, subject to the terms of this Agreement, the Receiver Order, and the Bidding Procedures Order and Sale Order (each as defined below), Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller the Purchased Assets, free and clear of all liens, claims, pledges, options, charges, security interests, restrictions, instruments, preferences, priorities, options, deeds of trust, mortgages, conditional sales agreements, encumbrances, successor liability, damages, deeds to secure debt, equitable relief, set off rights, recoupment rights, counterclaims, right of first refusal, easements, leases, subleases, causes of action, adverse possession rights, redemption rights, rights in equity, assessments, licenses, possessory rights, agreements, covenants, restrictions, and all other rights of third parties of any kind whatsoever regardless of whether any of the foregoing are, among other things, *in rem* or *in personam*, choate or inchoate, secured or unsecured, recorded or unrecorded, contingent or noncontingent, material or immaterial, known or unknown (each a “**Lien**”, and collectively “**Liens**”), except the Assumed Liabilities (as defined in Section 1.03).

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants, and agreements set forth in this Agreement, each of Seller and Purchaser, intending to be legally bound, agrees as follows:

ARTICLE I. CONVEYANCE AND ACQUISITION

Section 1.01. Agreement to Convey and Acquire. Subject to the terms and conditions set forth in this Agreement, on the Closing Date (as defined in Section 3.01 of this Agreement), Seller shall sell, contribute, convey, assign, transfer, and deliver to Purchaser, and Purchaser shall purchase, acquire, and take assignment and delivery from Seller, for the consideration and in the manner specified in this Agreement, all rights, titles, and interests of any kind and nature in and to all of the properties, assets, and rights of every kind and nature

of Seller and Borrower, including, (a) the real property described in Exhibit A to this Agreement, (b) only to the extent legally transferrable, Seller's rights to existing licenses, bed rights, CON(s), permits, certificates, and Medicaid and Georgia Medicaid's Community Care Services Program provider numbers and the corresponding provider agreements for the Facility, and (c) the Facility's equipment, furniture, motor vehicles, and other tangible and intangible personal property, all buildings, and fixtures, all as more particularly described on Schedule 1.01 to this Agreement (collectively, the "**Purchased Assets**") other than the Excluded Assets (as defined in Section 1.02 of this Agreement), but specifically excluding any Liabilities except the Assumed Liabilities. At Closing (as defined in Section 3.01 of this Agreement), Seller shall provide (a) a bill of sale, in form substantially similar to that attached to this Agreement as Exhibit B (the "**Bill of Sale**"), conveying all of Seller's and Borrower's rights, titles, and interests in and to all of the Purchased Assets described therein, and (b) a receiver's deed, substantially in the form attached to this Agreement as Exhibit C (the "**Receiver's Deed**"), conveying all of Seller's and Borrower's rights, titles, and interests in and to the land, improvements, and fixtures included in the Purchased Assets, (c) an assignment of intangible property, substantially in the form similar to that attached hereto as Exhibit D (the "**Assignment of Intangibles**") and (d) an assignment of leases and contracts, substantially in the form attached to this Agreement as Exhibit E (the "**Assignment of Contracts and Leases**"), assigning to Purchaser all of the assumed leases and contracts identified therein, including all leases of space in the Facility (the "**Leases**") in effect on the Closing Date and all of Seller's and Borrower's rights to security deposits or prepaid rent related thereto and the interest of Seller and Borrower under all design contracts, construction contracts, subcontracts, utility contracts, water and sewer service contracts of any nature, maintenance contracts, management contracts, food service contracts, senior housing or assisted living management contracts, certificates of occupancy, permits, soils reports, and other contracts or documents of any nature relating to the Project which are assignable by Seller and which Purchaser approves and elects to assume (the "**Service Contracts**"). The foregoing notwithstanding, the transfer of the Purchased Assets pursuant to this Agreement shall not include the assumption of any Lien related to the Purchased Assets unless Purchaser expressly assumes that Lien pursuant to Section 1.03.

Section 1.02. Excluded Assets. Notwithstanding anything in this Agreement to the contrary, the Purchased Assets shall not include any of the assets described in the list of excluded assets set forth on Schedule 1.02 to this Agreement (collectively, the "**Excluded Assets**").

Section 1.03. Assumed Liabilities. All other provisions of this Agreement notwithstanding, Purchaser shall assume, effective as of the Closing Date, and shall timely perform and discharge in accordance with their respective terms only those liabilities set forth on Schedule 1.03, it being acknowledged and agreed that any liabilities and obligations under the Assigned Contracts (as defined in Section 3.02(c)) are limited to obligations relating solely to the performance thereunder from and after the Closing Date (the "**Assumed Liabilities**"). Other than the Assumed Liabilities, Seller shall retain and discharge in ordinary course all liabilities and obligations of Borrower or Seller which are known to Seller at Closing or thereafter discovered but incurred before the Closing Date. It being understood however, that Purchaser shall have no obligations whatsoever with respect to any liabilities and obligations of Seller or Borrower not known to Seller at Closing.

Section 1.04. Liabilities Not Assumed by Purchaser. Purchaser shall not be the successor to the Seller or Borrower, and, except for the Assumed Liabilities, it is expressly understood and agreed that Purchaser shall not assume or incur any liability, expense, or obligation of any kind. Without in any way limiting the foregoing, Purchaser shall not assume those liabilities, expenses or obligations associated with (a) the Project with respect to time periods on or before the Closing Date, (b) operation of the Project prior to the Closing Date, (c) the Project for acts or omissions or business activities occurring prior to the Closing Date, (d) claims against or liabilities that relate to any of the Excluded Assets, (e) claims against or liabilities that relate to any of the Purchased Assets for any period prior to the Closing Date, or (f) liabilities for taxes imposed on or with respect to the Purchased Assets for any period prior to the Closing Date.

Section 1.05. Initial Bid. Purchaser's initial Bid for the Purchased Assets shall be **Three Million Nine Hundred and Fifty Thousand Dollars (\$3,950,000)** (the "**Initial Bid**").

Section 1.06. Payment of Purchase Price at Closing. If Purchaser is the Successful Bidder (as defined in Section 2.03 of this Agreement) at the Auction (as defined in Section 2.01 of this Agreement), on the Closing Date, Purchaser shall transfer the amount of the successful bid (the "**Purchase Price**"), plus or minus prorations and credits as set forth in Article XI of this Agreement, to Seller in immediately available funds, as set forth more fully in Section 3.02(d) of this Agreement.

Section 1.07. Good Faith Deposit. Within two (2) Business Days of the execution of this Agreement, Purchaser shall pay to Seller a good faith deposit in the amount of **Thirty Thousand Dollars (\$30,000.00)** (the "**Initial Deposit**") by wire transfer of immediately available funds. If Purchaser is the Successful Bidder at the Auction, when Seller announces the Successful Bidder at the Auction, Purchaser shall immediately pay to Seller a second good faith deposit in the amount of **Twenty Thousand Dollars (\$20,000.00)** (the "**Additional Deposit**", and together with the Initial Deposit, collectively, "**Purchaser's Deposit**") which Additional Deposit shall be received before the Sale Approval hearing. The Purchaser's Deposit shall be held in a separate escrow account under the custody and control of Fidelity National Title Insurance Company (the "**Title Company**" or "**Escrow Agent**") pursuant to the Escrow Agreement attached hereto as Exhibit F. The provisions of this Section 1.07 will be incorporated into the Bidding Procedures Order described in Article II, and such Bidding Procedures Order shall provide that the Purchaser's Deposit shall not be deemed to constitute property of the Receivership Estate, and the Receivership Estate shall have no interest of any kind (equitable or otherwise) in the Purchaser's Deposit unless and until such deposit is actually unconditionally paid or payable to Seller in accordance with this Agreement. If the Closing occurs, then the Purchaser's Deposit shall be paid to Seller, as part of the Purchase Price, in accordance with Section 3.02(d) of this Agreement. Except as provided in Section 1.08 of this Agreement, Purchaser's Initial Deposit shall be nonrefundable upon entry of the Bidding Procedures Order approving Purchaser as the Stalking Horse Purchaser, and Purchaser's Additional Deposit shall be nonrefundable upon entry of the Sale Order approving Purchaser as the Successful Bidder.

Section 1.08. Bid Process. Seller shall return Purchaser's Deposit to Purchaser if, and only if, any of the following events occur: (i) this Agreement is terminated pursuant to Section 5.01(c)(ii), 13.01(i), 14.01(i), 16.01(a)(iii) by Purchaser as a result of Seller's failure to meet the conditions precedent to Closing contained in this Agreement in a timely manner, 16.01(b), 16.01(c) or 16.01(d) of this Agreement; (ii) Purchaser is not the Successful Bidder at the Auction; or (iii) Purchaser is the Successful Bidder at the Auction, but the Court does not approve the sale of the Purchased Assets to Purchaser.

Section 1.09. Regulatory Approvals. Purchaser will file within five (5) Business Days after the later to occur of (i) the date that Seller delivers to Purchaser all documents required to be delivered by Seller to Purchaser pursuant to this Section 1.09, or (ii) the date Seller notifies Purchaser that the Court has approved the sale contemplated by this Agreement by entering the Sale Order, (a) an application for the appropriate licenses to operate the Manor House of Social Circle Building One, Manor House of Social Circle Building Two, Manor House of Social Circle Building Three, as personal care homes licensed by the Georgia Department of Community Health (the "**Department**") (collectively, the "**New Licenses**"), (b) a change of ownership notification to the Department's Georgia Certificate of Need Program in order to obtain the necessary certificate of need ("**CON**") program approval under O.C.G.A. § 31-6-40(b) for the transaction ("**CON Approval**"); additionally, Purchaser shall file applications for any Ancillary Permits and Approvals as and when permitted or required under the laws of the applicable issuing authority. Seller will reasonably cooperate with Purchaser in connection with such filings. Purchaser will provide Seller with a copy of its filed application for the New Licenses and submitted notification to obtain CON Approval within one (1) Business Day after its receipt of a request therefor from Seller. Purchaser shall diligently proceed to secure the New Licenses, CON Approval and any Ancillary Permits and Approvals and shall (i) from time to time, upon request of Seller, advise Seller of the status of Purchaser's efforts to secure the New Licenses, CON Approval and any Ancillary Permits and Approvals, (ii) promptly advise Seller once Purchaser has received confirmation of the date on which the New Licenses will be issued and the date the New Licenses will go into effect as well as the date on which the CON Approval will be obtained upon confirmation thereof and the date such CON Approval is received and effective, and (iii) promptly upon receipt of a request therefor from Seller, shall provide Seller with copies of the document(s) evidencing the New Licenses, CON Approval, or other approval thereof by the Department. For purposes hereof, "**Ancillary Permits and Approvals**" shall mean significant ancillary permits or licenses required for the operation of the Facility from and after the Closing Date in the manner in which it is currently conducted, as listed on Schedule 1.09 of this Agreement. "**Regulatory Approvals**" shall mean the New Licenses, CON Approval and any Ancillary Permits and Approvals, collectively.

ARTICLE II. ACTIONS IN RECEIVERSHIP PROCEEDING

Section 2.01. Auction. In accordance with the Bidding Procedures Order (as defined in Section 2.02 of this Agreement), Seller will sell the Purchased Assets (a) at a public auction (the "**Auction**") utilizing the procedures described in 28 U.S.C. §§ 2001, 2002, and 2004 and as more specifically set forth in the sale procedures set forth in the Bidding Procedures Order, and (b) as more specifically set forth in the Sale Order.

Section 2.02. Bidding Procedures. Within three (3) Business Days following the Effective Date, Seller will file a motion (the “**Bidding Procedures Motion**”) with the Court, in form and substance approved by Purchaser in writing, for entry of an order (the “**Bidding Procedures Order**”) approving the transaction contemplated by this Agreement and the procedures for bidding at the Auction, substantially in the form attached as **Exhibit G** to this Agreement (the “**Bid Procedures**”).

(a). Seller shall deliver or cause to be delivered to Purchaser for review and comment, as soon as commercially reasonable and in any event not less than two (2) Business Days prior to filing, all documents to be filed on behalf of Seller with the Court, including all motions, proposed orders, applications, petitions, schedules, and supporting papers prepared by Seller (including forms of orders and notices to interested parties) that relate to the transactions contemplated in this Agreement, prior to the filing of such documents. All motions, applications, petitions, schedules, and supporting papers prepared by Seller and relating (directly or indirectly) to the transactions contemplated by this Agreement to be filed on behalf of Seller after the Effective Date must be in form and substance acceptable to both Purchaser and Seller.

(b). The Bidding Procedures Order shall not be changed, modified or amended without the written consent of Purchaser.

(c). Seller agrees it will promptly take such actions as are reasonably necessary to obtain entry of the Bidding Procedures Order and, if Purchaser is the Successful Bidder at the Auction, the Regulatory Approvals and Sale Order.

(d). The Bidding Procedures Order, in a form and substance agreed to by Purchaser shall be entered by the Court on or before forty-five (45) days from the Effective Date.

(e). The Auction shall occur on or before ninety (90) days from the Effective Date.

(f). The Sale Order shall be entered by the Court in a form and substance agreed to by Purchaser on or before one hundred twenty (120) days from the Effective Date.

Section 2.03. Other Bids. Purchaser acknowledges that, pursuant to the Bidding Procedures Order, Seller will solicit bids from one or more other prospective purchasers for the sale of some or all of the Purchased Assets in accordance with the procedures set forth in the Bidding Procedures Order. The winning bidder at the Auction will be the successful bidder (“**Successful Bidder**”).

Section 2.04. Breakup Fee. Seller agrees that in the event that Purchaser bids at the Auction but is not the Successful Bidder at the Auction and Seller sells all or substantially all of the Purchased Assets to another bidder unrelated to Purchaser, Purchaser shall be entitled to a breakup fee in an amount equal to **One Hundred Sixty Thousand Dollars** (\$160,000) (the “**Breakup Fee**”) as a limited bid protection in consideration of Purchaser’s willingness to bid at the Auction, and reimbursement for the significant efforts and funds

expended by Purchaser in connection with the possible acquisition of the Purchased Assets; provided, however, that Seller's obligation to pay the Breakup Fee shall be limited to the proceeds from a sale of some or all of the Purchased Assets to another purchaser unrelated to Purchaser, whether as part of the Auction or some other transaction or sale. The Bidding Procedures Order entered by the Court shall provide that (i) the Breakup Fee shall be paid to Purchaser at any closing of a sale of some or all of the Purchased Assets to a purchaser unrelated to Purchaser; (ii) if the Indenture Trustee or any subsequent Indenture Trustee credit bids or purchases the assets at the Auction or otherwise for any or substantially all of the Purchased Assets, then the Indenture Trustee or any successor Indenture Trustee agrees to pay the Breakup Fee to Purchaser within thirty (30) days of the Auction regardless of the amount of proceeds actually paid to the Seller; (iii) that the Indenture Trustee or any subsequent Indenture Trustee consents to and agrees to the payment by the Seller of the Breakup Fee to Purchaser from the proceeds of its collateral; and (iv) Purchaser shall have a priority administrative expense claim against the Receivership Estate equal to the Breakup Fee.

Section 2.05. Waiver of Challenge Rights. If, for any reason Purchaser is not the Successful Bidder at the Auction, Purchaser agrees that, in consideration for the payment of the Breakup Fee actually received by Purchaser, and other consideration provided under (i) this Agreement, (ii) the Bidding Procedures Motion, and (iii) the Bidding Procedures Order, and provided that the terms of the Bidding Procedures Order were complied with, Purchaser shall not challenge, attempt to prevent, hinder, delay, or frustrate Seller's transfer of any or all of the Purchased Assets to another transferee, and Purchaser irrevocably waives any and all rights to same. Purchaser acknowledges that the Receivership Estate will be irreparably harmed by the Purchaser's failure to comply with this Section 2.05 of the Agreement, and agrees that so long as Seller has paid Purchaser the Breakup Fee, and the terms of the Bidding Procedures Order were complied with, Seller shall be entitled to equitable relief against Purchaser in the form of an injunction, specific performance, or otherwise with respect to its rights under Section 2.05 of the Agreement.

ARTICLE III. CLOSING, ITEMS TO BE DELIVERED, THIRD PARTY CONSENTS, AND FURTHER ASSURANCES

Section 3.01. The closing (the "**Closing**") of the sale and purchase of the Purchased Assets shall take place on the later of (a) forty-five (45) days after the Court's entry of an order in the Receivership Proceeding approving the sale of the Purchased Assets to the Purchaser in accordance with the Bidding Procedures Order and outcome of the Auction, (the "**Sale Order**"), (b) ten (10) days after the requirement set forth in Section 9.07 has been satisfied, or (c) ten (10) days after the requirement set forth in Section 9.06 has been satisfied (such date of the Closing is hereinafter referred to as the "**Closing Date**"), or on such earlier date as agreed upon in writing by Seller and Purchaser. The Closing Date may be extended by mutual written consent of both Seller and Purchaser. The Closing shall occur through an escrow established with Escrow Agent in accordance with Escrow Agent's escrow instructions satisfactory to Purchaser and Seller (the "**Closing Escrow**"), and shall be held at the offices of Escrow Agent, or at such other place agreed to by Seller and Purchaser.

Upon creation of the Closing Escrow, the payment of funds and delivery of all documents required pursuant to this Agreement shall be made through the Closing Escrow.

Section 3.02. Items to Be Delivered at Closing. At the Closing, the following events shall occur:

(a). Bill of Sale. Seller will deliver the Bill of Sale, fully executed by Seller, conveying to Purchaser all of Seller's rights, titles, and interests in, to, and under all personal property included in the Purchased Assets, free and clear of all Liabilities, except the Assumed Liabilities.

(b). Receiver's Deed. Seller will deliver the Receiver's Deed, fully executed by Seller and Purchaser, conveying to Purchaser all of Seller's rights, titles, and interests in, to, and under the land, improvements, and fixtures included in the Purchased Assets, subject only to the Permitted Exceptions (as hereinafter defined).

(c). Assignment of Contracts and Leases. Seller will deliver the Assignment of Contracts and Leases, fully executed by Seller and Purchaser, by which Seller shall assign to Purchaser all of Seller's and Borrower's interest in the Assigned Contracts, together with the interest of Seller and Borrower in security deposits collected and held by Seller to secure the performance of the duties and obligations of tenants under the Assigned Contracts.

(d). Payment. On the Closing Date, Purchaser shall pay the Purchase Price, plus or minus prorations and credits as set forth in Article XI of this Agreement, in immediately available funds, by crediting the Purchaser's Deposit against the Purchase Price and by payment of the balance of the Purchase Price by wire transfer of immediately available funds to an account designated in writing by Seller.

(e). Allocation of Purchase Price. At Closing, Seller and Purchaser will allocate the Purchase Price in accordance with the provisions of section 1060 of the Internal Revenue Code. Not less than ten (10) days prior to Closing, Purchaser shall deliver to Seller Purchaser's determination of the allocation of the Purchase Price ("**Purchaser's Allocation**"). Unless Seller, not less than five (5) days prior to Closing objects in writing showing Seller's rationale with detailed, valid valuation principles for why Seller believes Purchaser's Allocation is improper ("**Seller's Allocation Objection**"), Seller shall be deemed to have agreed to Purchaser's Allocation. If Seller provides Seller's Allocation Objection, Purchaser shall have until two (2) days prior to Closing to determine if Purchaser will agree to Seller's allocation, or to require the allocation to be determined by a mutually agreed upon certified public accountant as a neutral third party (the "**CPA**"). In the event Purchaser requires the allocation to be determined by the CPA, (i) Seller and Purchaser agree to evenly split the cost of the CPA's fees; and (ii) Seller and Purchaser agree to extend the Closing Date to allow sufficient time for the CPA to review Purchaser's Allocation, Seller's Allocation Objection and any and all other necessary documentation, and for the CPA to make an allocation determination, which determination shall be final and binding on the parties. Notwithstanding the foregoing, the allocations contemplated by this Section 3.02(e) shall not be binding on Seller or any

third party for any other purpose, including, without limitation, proceedings in the Receivership Proceeding.

(f). Closing Certificates and Documents.

(i) Seller shall deliver to Purchaser a certificate executed by a duly authorized representative of Seller certifying as to the matters set forth in Section 9.01 of this Agreement; and

(ii) Purchaser shall deliver to Seller a certificate executed by a duly authorized representative of Purchaser certifying as to the matters set forth in Section 10.01 of this Agreement.

(g). Execution and Delivery of Agreements. Seller and Purchaser shall execute and deliver such other instruments, documents, or agreements (in each case, in a form reasonably satisfactory to each such party) that are reasonably required in order to properly and orderly consummate, give effect to, and close the transactions contemplated by this Agreement. Simultaneously with such delivery, all such steps shall be taken as may be required to put the Purchased Assets in actual possession and operating control of Purchaser.

(h). Release of Indenture Trustee's Liens and Security Interests. On the Closing Date, but only after confirmation of receipt of the Purchase Price, the Seller will take such actions as are necessary to cause the Indenture Trustee to release any mortgages, liens, pledges, security interests, charges, claims, restrictions, and other encumbrances, if any, evidencing the Indenture Trustee's liens on or security interests in the Purchased Assets. The Sale Order shall provide that the Indenture Trustee shall release any and all liens on and security interests in the Purchased Assets at the Closing with all such liens on and security interests to attach to the sale proceeds in the same order of validity, priority, and enforceability.

(i). Release of Regulatory Agreement. On the Closing Date, but only after confirmation of receipt of the Purchase Price, Seller shall (a) provide a fully executed Release and Discharge of Land Use Restriction Agreement executed by Seller and the Indenture Trustee (the "***Land Use Restriction Agreement Release***") in the form attached hereto as **Exhibit H**, and (b) instruct the Escrow Agent to record the Land Use Restriction Agreement Release.

Section 3.03. Further Assurances. From time to time after the Closing, at no cost to Seller, upon Purchaser's request, Seller shall promptly execute, acknowledge, and deliver to Purchaser such other instruments of conveyance and transfer and shall take such other actions as Purchaser may reasonably require in order to vest more effectively the Purchased Assets in Purchaser and to implement the transactions contemplated by this Agreement. Seller reserves the right to promptly seek approval on an expedited basis of the Court with respect to any request from Purchaser under this Section 3.03 of the Agreement, provided, however, Seller shall file such request for approval with the Court no more than five (5) Business Days following Seller's receipt of Purchaser's request.

**ARTICLE IV.
DOCUMENTS TO BE DELIVERED BY SELLER**

Section 4.01. Documents to be Delivered by Seller. Seller agrees to deliver to Purchaser within five (5) Business Days after the Effective Date, true and correct copies of all of the following pertaining to the Purchased Assets, to the extent in Seller's possession or control:

(a). Certificates of occupancy and other necessary governmental licenses or approvals.

(b). "As-built" plans and specifications for the improvements and any modifications or amendments thereto, and copies of any reports or studies (including engineering, soil boring and physical inspection reports of employees, principals, consultants, governmental authorities or insurance carriers) in Seller's possession or control in respect of the physical condition or operation of the Project or recommended improvements thereto.

(c). The bill or bills issued for the three (3) most recent years for which bills have been issued for all real estate taxes and personal property taxes and a copy of any and all notices pertaining to real estate taxes or assessments. If any taxes or assessments for said years have been appealed, Seller shall provide Purchaser with copies of all petitions for appeal and evidence of full payment of the cost of any such appeals including the full payment of attorneys' fees and costs.

(d). All insurance policies (or certificates thereof) carried by Seller together with copies of all claims and settlements on insurance policies within the past three (3) years.

(e). All contracts affecting the Project ("**Property Contracts**").

(f). Accounting books and records including financial statements of operations prepared by a certified public accountant for the Project for the years 2015 and 2016, as well as year-to-date operating statements for the Project.

(g). All guaranties, warranties and other documents or instruments evidencing or relating to the Facility.

(h). All contracts for construction, repair or capital replacement to be performed at the Facility or covering such work performed during the two (2) years immediately preceding the Effective Date.

(i). A list of lawsuits, if any, pertaining to Seller or the Project.

(j). A list of violations if any, issued by any governmental authority pertaining to the Project.

(k). All other studies, reports, maps and documents related to the Project that are reasonably available to Seller, including, without limitation, engineering reports, title commitments, title policies, underlying title documents, including Seller's vesting deed, surveys, environmental reports, traffic circulation, operating methods, flood control and drainage plans, design renderings, shop drawings, feasibility studies, documents relating to any special use, conforming use or zoning variance and all correspondence with governmental agencies and their personnel concerning the same, but excluding market analyses.

(l). Any other documents, records or information reasonably requested by Purchaser on the Effective Date.

Purchaser shall cause its agents, servants, employees, consultants, and contractors to respect the privacy of the residents and to comply with all the applicable legal requirements including but not limited to the Health Insurance Portability and Accountability Act of 1996 and all amendments thereto ("**HIPAA**"). This obligation shall survive termination of this Agreement.

ARTICLE V. TITLE AND SURVEY

Section 5.01. Title and Survey.

(a). Conditions of Title. On the Closing Date, good and marketable fee simple title to the Project shall be conveyed by Seller to Purchaser by the Receiver's Deed, subject only to the Permitted Exceptions (as hereinafter defined). Additionally, Seller shall execute a Quit Claim Deed to Purchaser with the Survey (as the same is defined below) legal description.

(b). Survey. On or before the last day of the Title Review Deadline (as defined below), Purchaser may obtain, at Purchaser's sole cost and expense, an ALTA survey of the Project (the "**Survey**").

(c). Title.

(i) Title Insurance Commitment. Seller has delivered to Purchaser: (a) a commitment dated July 9, 2017 (the "**Commitment**") for an owners' policy of title insurance issued by Fidelity National Title Insurance Company (the "**Title Company**") showing title to the Project in Borrower, and (b) legible copies of all documents cited, raised as exceptions or noted in the Commitment (the "**Title Documents**"). Seller shall undertake to cure items 9, 10a., 10b., and 10c., on Schedule B - Section 1 Requirements to the Commitment at or before Closing.

(ii) Title Review. Purchaser shall have until the date that is five (5) Business Days before the last day of the Inspection Period (as hereinafter defined) (the "**Title Review Deadline**"), to notify Seller in writing (the "**Purchaser's Objection Notice**") of any objections to any exception, item, defect or issue in the Commitment, the Title Documents and/or any matters shown on the Survey (collectively, the "**Objectionable Exceptions**") which affects title or marketability. Seller shall have a

period of three (3) Business Days after receipt of Purchaser's Objection Notice in which to deliver written notice to Purchaser (the "***Seller's Title Response***") of those matters if any, which Seller will undertake to cure prior to Closing (the "***Title Resolution Deadline***"). If Seller is not willing to undertake the cure of Purchaser's objections to title, then Purchaser shall have the right, in its sole and absolute discretion, to terminate this Agreement by written notice to Seller on or before the last day of the Inspection Period, and, except as specifically provided in this Agreement, neither party shall have any further rights or obligations to the other under this Agreement; or (B) consummate the transaction contemplated by this Agreement in accordance with the terms of this Agreement, in which event, all exceptions to title listed on Schedule B of the Commitment as of the expiration of the Title Resolution Deadline shall be deemed to constitute "***Permitted Exceptions***". In the event that any title exceptions arise after the date of the Commitment that affect the marketability or insurability of the title to the Project, Purchaser may after the discovery thereof notify Seller, in which event Seller shall promptly employ its good faith best efforts to procure a cure for same, as required above, and upon the failure of Seller to effectuate a cure, then Purchaser may elect either of the options set forth in subparagraphs (A), or (B) above and Purchaser's Deposit shall be returned; and in the event that any survey matters, from a survey dated after July 9, 2017, affect the marketability or insurability of the title to the Project, Purchaser may after the discovery thereof notify Seller, in which event Seller shall promptly employ its good faith best efforts to procure a cure for same, as required above, and upon the failure of Seller to effectuate a cure, then Purchaser may elect either of the options set forth in subparagraphs (A), or (B) above and Purchaser's Deposit shall be returned.

(d). Title Policy. On the Closing Date, Seller shall, at Purchaser's expense, cause Title Company to issue to Purchaser an ALTA 2006 Owners' Policy of Title Insurance for the Project (the "***Title Policy***") or irrevocable Commitment to issue same covering the Project in the amount of the Purchase Price, showing fee simple title vested in Purchaser, with extended coverage over all general exceptions, and subject only to: (a) ad valorem real property taxes not yet due or payable, (b) any Permitted Exceptions, and (c) matters created by, through or under Purchaser.

ARTICLE VI. INSPECTION PERIOD

Section 6.01. Inspection Period.

(a). Inspection Period. For purposes of this Agreement, "***Inspection Period***" means the period beginning on the Effective Date and ending at 5:00 p.m. (Prevailing Eastern time) ten (10) days after entry of the Bidding Procedures Order.

(b). Basic Project Inspection. At all times prior to the Closing, including the Inspection Period and the period after the end of the Inspection Period and before Closing, Purchaser, their agents and representatives shall be entitled to inspect, examine, review, consider and investigate the Project and all matters relating thereto (the "***Basic Project Inspection***"), which will include, but shall not be limited to, the right to: (i) enter upon the Project to perform inspections and tests of the Project, including the inspection, evaluation and testing of: the

heating, ventilation and air-conditioning systems and all components thereof, the roof of the Facility, the parking lots, all structural and mechanical systems within the Facility, including the sprinkler systems, power lines and panels, air lines and compressors, automatic doors, tanks, pumps and plumbing, and all equipment, vehicles, and personal property; (ii) examine and copy any and all books, records, tax returns, correspondence, financial data, leases, and all other contracts, agreements, documents and matters, public or private, in the possession or control of Seller or its agents, relating to receipts and expenditures pertaining to the Project for the entire period of Borrower's ownership thereof, including the three (3) most recent full calendar years and the current calendar year; (iii) make investigations with regard to zoning, environmental, building, code and other legal requirements, including an environmental "**Assessment**" as specified in Section 6.01(c) of this Agreement and/or an analysis of the presence of any asbestos, chlordane, formaldehyde or other Hazardous Materials (as hereinafter defined) in, under or upon the Project; (iv) make or obtain market studies and real estate tax analyses; and (v) analyze the financial feasibility of ownership of the Project.

(c). Assessment. During the Inspection Period, Purchaser and/or Purchaser's agent(s) shall have the right to employ one or more environmental consultants or other professionals to perform or complete a so-called "Phase I" and/or "Phase II" environmental inspection and assessment (each, an "**Assessment**") of the Project, and Seller hereby acknowledges and consents to such Assessment. Purchaser, its agents, consultants and/or professionals shall also have the right to undertake or complete a technical review of all documentation, reports, plans, studies and information in possession or control of Seller, or Seller past or present environmental consultants, concerning or in any way related to the environmental condition of the Project. In order to facilitate the Assessment(s) and such technical review, Seller shall extend its full cooperation (but without third party expense to Seller) to Purchaser, its agents, consultants and professionals, which cooperation shall include providing access to all files and fully and completely answering all questions. Any Assessment may evaluate the present and past uses of the Project, and the presence on, in or under the Land (and on, in or under land sufficiently proximate to the Project) of any Hazardous Materials.

(d). Purchaser's Right to Terminate. All provisions of this Agreement notwithstanding, Purchaser shall have the right, in its sole and absolute discretion, to terminate this Agreement for any reason whatsoever, or for no reason, by written notice to Seller on or before the last day of the Inspection Period, and, except as specifically provided in this Agreement, neither party shall have any further rights or obligations to the other under this Agreement.

(e). Seller Acknowledgement. Seller acknowledges and agrees that Purchaser will expend material sums of money in reliance on Seller obligations under this Agreement, in connection with negotiating and executing this Agreement, furnishing the Purchaser's Deposit, conducting the inspections contemplated by this Article VI and preparing for Closing, and that Purchaser would not have entered into this Agreement without the availability of the Inspection Period. The parties therefore agree that adequate consideration exists to support Seller's obligations under this Agreement, even before expiration of the Inspection Period. Notwithstanding anything to the contrary in this Agreement, the effect of any representations, warranties or undertakings made by Seller in this Agreement shall not be diminished, abrogated,

or compromised by the Basic Project Inspection or any Assessment or other inspections, tests or investigations made by Purchaser.

(f). Duty to Repair; Indemnification. Purchaser hereby covenants and agrees that it shall cause all studies, investigations and inspections (including, without limitation, any Assessment) performed at the Project pursuant to this Article VI to be performed in a manner that does not unreasonably disturb or disrupt the residents of the Facilities. If, as a result of Purchaser's exercise of its rights under this Article VI, any damage occurs to the Project, then Purchaser shall promptly repair such damage, at Purchaser's sole cost and expense, so as to return the Project to substantially the same condition. Purchaser hereby indemnifies, protects, defends and holds Seller harmless from and against any and all losses, damages, causes of action, judgments, damages, costs and expenses that Seller actually suffers or incurs as a direct result of any damage caused at, to, in, or at the Project by the acts or omissions of Purchaser or its agents, consultants or professionals pursuant to this Article VI.

(g). Insurance. Prior to entering upon the property, Purchaser shall obtain and maintain, and shall cause each of Purchaser's agents to obtain and maintain, at Purchaser's agents' sole cost and expense, commercial general liability insurance coverage, including coverage for personal injury, bodily injury (including death), contractual liability and broad form property damage, in the amount of at least One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate. Such insurance policy or policies shall name Seller as an additional insured, and Purchaser shall provide proof of such insurance coverage, inform reasonably acceptable to Seller, prior to entrance upon the Project.

ARTICLE VII. REPRESENTATIONS AND WARRANTIES

Section 7.01. Representations and Warranties of Seller. Seller, solely in its capacity as court appointed receiver and not in its corporate or any other capacity, represents and warrants to Purchaser as follows:

(a). Status and Good Standing. Seller is the lawfully appointed receiver for the Receivership Estate and, by virtue of the Receivership Order, is vested with full power and authority to enter into this Agreement.

(b). Purchased Assets. Seller has the right to transfer ownership of the Purchased Assets to Purchaser, or in the case of personal property held under a lease or contract (subject to the terms of the lease or contract), an enforceable leasehold interest in, or right to use, the Purchased Assets, and Seller has the right to transfer and assign the lease or contract (subject to the terms of the lease or contract).

(c). Authorization.

(i) The execution, delivery, and performance by Seller of this Agreement and the other agreements to be entered into by it pursuant to the terms of this Agreement, and the consummation by Seller of the transactions contemplated by this Agreement are within Seller's corporate powers and the powers granted to Seller under the Receivership Order, will be in accordance with

the powers granted to Seller under the Sale Order, are not in contravention of the terms of Seller's documents of formation, and, subject to obtaining the Sale Order and Regulatory Approvals, have been duly authorized and approved by all necessary parties, tribunals, or individuals from which such authorization and approval is required to consummate the transactions contemplated by this Agreement. Subject to obtaining the Sale Order and Regulatory Approvals, no other corporate proceedings on the part of Seller are necessary to authorize the execution, delivery, and performance of this Agreement or any other agreement to be entered into by Seller pursuant to or in accordance with this Agreement.

(ii) This Agreement has been duly and validly executed and delivered by Seller. As of the Closing, the other agreements and instruments to be entered into or executed by Seller pursuant to the terms of this Agreement will have been duly and validly executed and delivered by Seller. Subject to obtaining the Bidding Procedures Order, Sale Order and Regulatory Approvals, this Agreement constitutes, and upon execution and delivery by Seller, the other agreements to be entered into pursuant to and in accordance with this Agreement, will constitute, the legal, valid, and binding obligations of Seller enforceable against Seller, and the Receivership Estate in accordance with their respective terms (assuming the valid authorization, execution, and delivery of this Agreement and such other agreements by Purchaser).

(d). No Third Party Options. There are no existing agreements, options, commitments, or rights with, of, or to any person to acquire any of the Purchased Assets or any interest in the Purchased Assets.

(e). Validity of Contemplated Transactions. Subject to Seller obtaining the Sale Order from the Court and the parties obtaining the Regulatory Approvals, delivery and performance of this Agreement by Seller does not and will not violate, conflict with, or result in the breach of any term, condition, or provision of, or require the consent of any other person under, (i) any applicable existing law, ordinance, or governmental rule or regulation to which Seller is subject, (ii) any applicable judgment, order, writ, injunction, decree, or award of any court, arbitrator, or governmental or regulatory official, body, or authority that is applicable to Seller, (iii) the charter documents of Seller, or (iv) any applicable mortgage, indenture, agreement, contract, commitment, lease, plan, governmental approval, or other instrument, document, or understanding, oral or written, to which Seller or Borrower is a party, by which Seller or Borrower may have rights, by which the Project may be bound or affected, or which gives any party the right to terminate, modify, accelerate, or otherwise change the existing rights or obligations of Seller. Subject to Seller obtaining the Sale Order from the Court, no authorization, approval, or consent of, and no registration or filing with, any governmental or regulatory official, body, or authority is required in connection with the execution, delivery, or performance of this Agreement by Seller. Receipt of the New Licenses and CON Approval as well as the other Regulatory Approvals are the primary responsibility of Purchaser as set forth in Section 1.09 above.

(f). Sale Assets Complete and Lien Free. Pursuant to the Receivership Order, Seller has good and valid title to the Purchased Assets or in the case of personal property held under a

lease or contract (subject to the terms of the lease or contract), an enforceable leasehold interest in, or right to use, the Purchased Assets and, subject to the terms and conditions of the Sale Order, and Regulatory Approvals, Seller will transfer the Purchased Assets at Closing free and clear of all Liabilities, except the Assumed Liabilities.

(g). Litigation. Aside from the Receivership Proceeding, Seller is not a party to or subject to the provisions of any judgment, order, writ, injunction, decree, or award of any court, arbitrator, or governmental or regulatory official, body, or authority that may adversely affect the transactions contemplated by this Agreement. To Seller's Knowledge, other than the Receivership Proceeding, regardless of whether Seller is a party, there is no litigation nor any judgment, order, writ, injunction, decree or award of any court, arbitrator, or governmental or regulatory official, body or authority that may adversely affect the transactions contemplated by this Agreement.

(h). Commissions. On or before the Closing, all commissions, fees and other third party expenses resulting from the Closing, including those of Seller's and Borrower's brokerage agent, shall be paid by Seller. For the avoidance of doubt, Seller shall be responsible to pay any and all commissions due to Mike Pardoll of Marcus & Millichap Real Estate Investment Brokerage Company, and Purchaser shall have no responsible for any such commissions fees or expenses.

(i). Leases. To Seller's Knowledge, the copies of the Leases delivered to Purchaser are true and correct copies of all such Leases and are in full force and effect and there are no other agreements, written or oral, with respect to the tenancies.

(j). Covenants and Zoning. Seller has not received written notice of (i) any material violations of any covenants or restrictions recorded in the public land records against the Project, or (ii) any material violations of any zoning codes or ordinances applicable to the Project.

(k). Condemnation. Seller has not received written notice of condemnation or eminent domain proceedings pending or, to Seller's Knowledge, threatened or contemplated against the Project, or any part thereof.

(l). Property Access. Seller has received no written notice of any federal, state, county, municipal, or other governmental plans to change the highway or roads adjacent to the Project or to restrict or change access from any such highway or road to the Project.

(m). Environmental Matters. Seller has received no written notice of any releases of, or the existence of, any Hazardous Materials on the Project in violation of any laws. To Seller's Knowledge, neither Seller nor any of its affiliates has generated, recycled, reused, sold, stored, handled, transported or disposed of any hazardous substance on the Project in violation of any laws.

As used in herein, "**Hazardous Materials**" shall mean any toxic, radioactive, caustic or otherwise hazardous substance, including petroleum, its derivatives, by-products and other hydrocarbons, or any substance having any constituent elements displaying any of the foregoing characteristics. The term "Hazardous Materials" includes, without limitation, any substance, material or chemical which is defined as or included in the definition of "hazardous substances",

“toxic substances”, “hazardous materials”, “hazardous wastes” or words of similar import or is regulated under any and all federal, state and local statutes, laws (including case law), regulations, ordinances, rules, judgments, orders, decrees, codes, plans, injunctions, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions, whether now or hereafter in effect, relating to human health, the environment or to emissions, discharges or releases of pollutants, contaminants, toxic substances, hazardous substances or wastes into the environment including, without limitation, ambient air, surface water, ground water, or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, hazardous materials or wastes or the clean-up or other remediation thereof.

(n). AS IS, WHERE IS. Except as otherwise provided in this Agreement, Seller is selling the Purchased Assets to Purchaser, and Purchaser is buying the Purchased Assets from Seller, on an “**AS IS, WHERE IS**” basis as of the Closing and in their condition as of the Closing with “**ALL FAULTS**”, and Seller and its affiliates and their respective representatives do not make, have not made, and will not make any representation or warranty, express or implied, at law or in equity, with respect to any Purchased Asset or the transactions contemplated by this Agreement, except (a) as provided in this Agreement and (b) the warranties of title contained in the Receiver’s Deed and Bill of Sale.

(o). Leased Personal Property. Attached hereto as Schedule 7.01(o) is a list of all personal property leased by Seller at the Facility (the “**Leased Personal Property**”).

As used herein, “Seller’s Knowledge” means the actual (as opposed to the imputed or constructive) knowledge solely of the Receiver, following his review of the Project’s books and records and consultation with the Facility’s Executive Director (“**Seller’s Knowledge Person**”). Except for gross negligence or willful misconduct, Seller’s Knowledge Person shall not have any personal liability for any misrepresentation or inaccuracy of any representation or warranty contained herein.

Seller’s express representations in this Section 7.01 shall survive the Closing for a period of the earlier of eighteen (18) months or the termination and discharge of the Receivership Proceeding (the “**Survival Period**”), and the Sale Order shall so provide. All suits or actions for breach of any such representations or warranties herein, and any action relating to any such breach, shall be brought within the Survival Period, or shall forever be barred. Notwithstanding anything herein to the contrary, if Purchaser obtains actual knowledge that any of Seller’s representations and warranties are untrue prior to the Closing, either by means of written notice from Seller or otherwise, and Purchaser proceeds to consummate this transaction, then each such representation and warranty shall be deemed automatically amended to conform to the actual knowledge of Purchaser as of the Closing, and Seller shall have not liability to Purchaser for such previously inaccurate representation or warranty.

Section 7.02. Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller as follows:

(a). Valid Existence. Purchaser is a limited liability company duly organized, validly existing, and in good standing under the laws of the state of Georgia.

(b). Corporate Power and Authority.

(i) The execution, delivery, and performance by Purchaser of this Agreement and the other agreements to be entered into by Purchaser pursuant to and in accordance with this Agreement and the consummation by Purchaser of the transactions contemplated by this Agreement are within Purchaser's corporate powers, are not in contravention of the terms of Purchaser's formation and governing documents, and have been duly authorized and approved in writing as a valid corporate act pursuant to and in accordance with applicable law. No other company proceedings on the part of Purchaser are necessary to authorize the execution, delivery, and performance of this Agreement or any other agreement to be entered into by Purchaser pursuant to and in accordance with this Agreement.

(ii) This Agreement has been duly and validly executed and delivered by Purchaser. As of the Closing, the other agreements and instruments to be entered into or executed by Purchaser pursuant to and in accordance with the terms of this Agreement will have been duly and validly executed and delivered by Purchaser. This Agreement constitutes (and upon their execution and delivery by Purchaser, the other agreements to be entered into pursuant to and in accordance with this Agreement by Purchaser will constitute) the legal, valid, and binding obligations of Purchaser enforceable against Purchaser in accordance with their respective terms (assuming valid authorization, execution, and delivery of this Agreement by Seller).

(c). Validity of Contemplated Transactions. Except for Purchaser's obtaining the Regulatory Approvals necessary for the transactions contemplated by this Agreement, the execution, delivery, and performance of this Agreement by Purchaser does not and will not violate, conflict with, or result in the breach of any term, condition, or provision of, or require the consent of any other party to, (i) any existing law, ordinance, or governmental rule or regulation to which Purchaser is subject, (ii) any judgment, order, writ, injunction, decree, or award of any court, arbitrator, or governmental or regulatory official, body, or authority that is applicable to Purchaser, or (iii) the charter documents of Purchaser. Except for Purchaser's obtaining the Regulatory Approvals necessary for the transactions contemplated by this Agreement, no authorization, approval, or consent of, and no registration or filing with, any governmental or regulatory official, body, or authority is required in connection with the execution, delivery, and performance of this Agreement by Purchaser.

(d). Sufficiency of Funds. Purchaser has unencumbered cash on hand or credit arrangements with financially responsible third parties, or a combination of the foregoing, in an aggregate amount sufficient to enable Purchaser to pay the Purchase Price and all other amounts payable by Purchaser in connection with this Agreement and the transactions provided for in this Agreement.

(e). Inspection Period. During the Inspection Period, Purchaser shall have the right to conduct such due diligence as Purchaser deems reasonably necessary in order to proceed with the Auction with the intent of purchasing the Purchased Assets in

accordance with this Agreement. Upon the expiration of the Inspection Period, this Agreement shall become irrevocably binding on Purchaser in accordance with its terms, and any matters, conditions, circumstances, events, records, or other matters or information of any kind whatsoever discovered subsequently by Purchaser with respect to the Purchased Assets arising prior to the end of the Inspection Period shall be deemed irrevocably waived and shall not entitle Purchaser to terminate this Agreement or fail to perform Purchaser's obligations under this Agreement.

ARTICLE VIII. AGREEMENTS PENDING CLOSING

Section 8.01. Agreements of Seller Pending Closing. Seller covenants and agrees that, pending Closing and except as otherwise agreed to in this Agreement or in writing by Purchaser:

(a). No Adverse Action. Seller will take no action that would in any respect impair the Project or hinder or delay Purchaser's seeking to obtain any Regulatory Approvals necessary for Purchaser to obtain the licenses, permits and CON(s) needed to operate the intended business or obtain approvals from any necessary governmental agency.

(b). Required Approvals. At no out of pocket expense to Seller, Seller shall reasonably cooperate with Purchaser with respect to all filings that Purchaser elects to make or is required to make in connection with the transactions contemplated under this Agreement and reasonably cooperate with Purchaser in obtaining approval from any regulatory authority in connection with the transactions contemplated under this Agreement.

(c). Sale of Project; Negotiations. Seller shall not, directly or indirectly, sell or encumber all or any part of the Purchased Assets, initiate or participate in any discussions or negotiations for the sale or encumbrance of all or any part of the Purchased Assets, or enter into any agreement to do any of the foregoing prior to the Auction, other than in connection and consistent with the Bid Procedures and Auction.

(d). Regular Course of Business. Seller shall use commercially reasonable efforts to (a) operate the Facility in a manner substantially consistent with federal and state health care standards and laws and past practices; (b) maintain the Purchased Assets to meet required regulatory standards of any federal or state governmental authorities and agencies with regulatory jurisdiction over Facility; (c) timely pay, or shall cause to be paid, all rents, payments under Service Contracts and other payments due on or before the Closing, and use its commercially reasonable efforts to otherwise maintain (except for expiration due to lapse of time), all Leases and the Service Contracts in effect without change except as expressly provided herein; (d) comply in all material respects with the provisions of all laws applicable to the operation of Facility, including, without limitation, compliance with requirements of all government programs; (e) not make any material changes or modifications in any Lease or Service Contract or incur any further obligations or surrender any rights thereunder, other than as routinely occur in the

ordinary course of business, in which event Seller shall promptly notify Purchaser of any such material change or modification; (f) not enter into, without the prior written consent of Purchaser, any agreements or leases other than in the ordinary course of business; (g) keep in full force and effect present insurance policies through the Closing Date or other comparable insurance coverage; and (h) use its commercially reasonable efforts to maintain in good standing all Health Care Licenses and other licenses necessary to operate the Facility.

(e). Delivery of Inventories and Supplies at Closing. At Closing, Seller shall deliver to Purchaser by leaving at the Facility the following: all the inventories of perishable food, nonperishable food, central supplies, linen, housekeeping, office supplies, medicines, and other supplies, and any other inventories of goods used in the day-to-day operations in the ordinary course of business for the Facility, in quantities routinely stocked by the Facility in the ordinary course of business.

(f). Borrowing. Seller shall not create or permit to become effective any Liability upon the Purchased Assets other than the Assumed Liabilities or a lien that will be discharged in full prior to or at Closing.

Section 8.02. Agreements of Purchaser Pending Closing. Purchaser covenants and agrees that, pending Closing and except as otherwise agreed to in this Agreement or in writing by Seller:

(a) Satisfaction of Conditions. Purchaser will use Purchaser's reasonable efforts to cause all of the conditions to the obligations of Purchaser under this Agreement to be satisfied on or before the Closing Date.

(b) Cooperation. Purchaser shall cooperate with Seller to cause all the conditions to the obligations of Purchaser under this Agreement to be satisfied within the time specified above and will not knowingly take any action that would result in a breach of any of Purchaser's representations and warranties under this Agreement.

ARTICLE IX.

CONDITIONS PRECEDENT TO CLOSING OBLIGATIONS OF PURCHASER

All obligations of Purchaser under this Agreement are subject to the fulfillment or satisfaction, prior to or at the Closing, of each of the following conditions precedent:

Section 9.01. Representations and Warranties True as of Closing Date. The representations and warranties of Seller contained in this Agreement or in any schedule shall be true on the Closing Date with the same effect as though such representations and warranties were made as of such date.

Section 9.02. Compliance with Agreement. Seller shall have performed and complied in all material respects with all agreements and conditions required by this Agreement to be performed or complied with by Seller prior to or at Closing.

Section 9.03. No Threatened or Pending Litigation. On the Closing Date, aside from the Receivership Proceeding, no other suit, action, or other proceeding, or injunction or final judgment, shall be threatened or be pending before any court or governmental body in which it is sought to restrain or prohibit the consummation of the transactions contemplated by this Agreement, and no investigation that might result in any such suit, action, or proceeding shall be pending or threatened.

Section 9.04. Documents. Seller shall have delivered to Purchaser true and complete copies of any order appointing Seller as receiver and granting Seller the power to consummate the transactions contemplated by this Agreement, or any other such related document as may be reasonably requested by Purchaser.

Section 9.05. Auction Result. Purchaser shall have been the Successful Bidder at the Auction.

Section 9.06. Court Approval. The Court shall have entered a final non-appealable order, in a form substantially similar to the form of the Sale Order proposed in the Bid Procedures (and acceptable to Purchaser), approving the sale of the Purchased Assets to Purchaser free and clear of all Liabilities except for the Assumed Liabilities and such Sale Order shall have become a Final Order. For purposes of this Agreement, "Final Order" shall mean an order of the Court as to which the time to appeal, petition for *certiorari* or move for reargument or rehearing has expired and as to which no appeal, petition for *certiorari* or other proceedings for reargument or rehearing shall then be pending or as to which any right to appeal, petition for *certiorari*, reargue or rehear shall have been waived in writing in form and substance satisfactory to the parties or, in the event that an appeal, writ of *certiorari* or reargument or rehearing thereof has been sought, such order of the Court shall have been determined by the highest court to which such order was appealed, or *certiorari*, reargument or rehearing shall have been denied and the time to take any further appeal, petition for *certiorari* or move for reargument or rehearing shall have expired; provided, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure may be filed with respect to such order shall not preclude such order from being a Final Order.

Section 9.07. New Licenses, CON Approval, and Medicaid Provider Number. Purchaser shall have received the New Licenses, CON Approval, any required Ancillary Permits and Approvals, and Medicaid Provider Number Assignment approval, or Purchaser shall have obtained such written assurances from the Department or other applicable government agency, in form and substance reasonably acceptable to Purchaser, that the New Licenses and CON Approval have been or will be issued by the Department to Purchaser effective as of the Closing Date, and that any required Ancillary Permits and Approvals have been or will be issued by the applicable government authority to Purchaser effective as of the Closing Date, and that the Parties are authorized by the Department and any other applicable government authority to proceed with the transactions contemplated hereunder.

ARTICLE X.
CONDITIONS PRECEDENT TO CLOSING OBLIGATIONS OF SELLER

All obligations of Seller under this Agreement are subject to the fulfillment or satisfaction, prior to or at the Closing, of each of the following conditions precedent:

Section 10.01. Representations and Warranties True as of Closing Date. The representations and warranties of Purchaser contained in this Agreement or in any list, certificate, or document delivered by Purchaser to Seller pursuant to and in accordance with the provisions of this Agreement shall be true on the Closing Date with the same effect as though such representations and warranties were made as of such date.

Section 10.02. Compliance With Agreement. Purchaser shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by Purchaser prior to or at Closing.

Section 10.03. No Threatened or Pending Litigation. On the Closing Date, aside from the Receivership Proceeding, no other suit, action, or other proceeding, or injunction or final judgment, shall be threatened or be pending before any court or governmental body in which it is sought to restrain or prohibit the consummation of the transactions contemplated by this Agreement, and no investigation that might result in any such suit, action, or proceeding shall be pending or threatened.

Section 10.04. Formation Documents. Purchaser shall have delivered to Seller true and complete copies of Purchaser's documents of formation and, if applicable, evidence of qualification to do business in the State of Georgia.

Section 10.05. Auction Result. Purchaser shall have been the Successful Bidder at the Auction.

Section 10.06. Court Approval. The condition set forth in Section 9.06 shall have been satisfied.

ARTICLE XI.
ADJUSTMENTS

Section 11.01. General. Proration of rentals, revenues and any other income, if any, from the Project and taxes, assessments, and other expenses, if any, affecting the Project shall be prorated as of 11:59 p.m. on the day prior to the Closing Date ("**Proration Date**"). It is agreed that the Closing Date shall be an income and expense date for Purchaser. There shall be no proration of any insurance premiums with respect to the Project, nor any assumption of insurance coverage by Purchaser.

Section 11.02. Taxes. On or before the Closing Date, Seller shall pay all ad valorem real and personal property taxes and assessments, including without limitation all general and special assessments, on the Project, which are due and payable on or prior to the Closing Date. Any taxes and assessments on the Project for the current year which are not yet due and payable shall be prorated on as of the Closing Date based upon the current year tax

bill(s), provided, however, if the tax bills for the tax year in which Closing occurs are not available, then the real and personal property taxes for the tax year of Closing shall be based upon the tax bills for the prior tax year. At such time as the tax bills for the tax year of Closing are issued, the parties shall make such adjustments to such prorations as are necessary, utilizing the actual tax bills, which may result in payments to Purchaser or Seller, as the case may be. Seller shall be liable for any back tax bill which may be imposed by taxing authorities related to the period prior to the Closing Date, which obligation of Seller shall survive Closing.

Section 11.03. Prepaid Rentals. Prepaid rentals in Seller's possession, including any tenant payments to Seller for such tenant's share of real property taxes and assessments, insurance premiums, common area maintenance and operation and utilities, that are received by Seller and are unexpended as of the Proration Date shall be credited to Purchaser as of the Closing Date. Purchaser shall be credited and Seller shall be debited with an amount equal to all rent abatements and concessions for periods on and after the Closing Date pursuant to any of Leases executed prior to the Closing Date. Following the Closing, if Seller receives any prepaid rentals which should have been delivered to Purchaser, Seller shall, within three (3) Business Days of receipt, forward such prepaid rental to Purchaser.

Section 11.04. Operating Expenses. All utility services charges for electricity, heat and air conditioning service, other utilities, shall be prorated on an accrual basis. Seller shall pay all such expenses that accrue prior to the Closing Date and Purchaser shall pay all such expenses accruing on and after the Closing Date. To the extent possible, Seller and Purchaser shall obtain billings and meter readings as of the Closing Date to aid in such prorations. Once the actual utility bills are received for the period covering the Closing Date, the Parties may make such adjustments to such prorations as are necessary, utilizing the actual utility bills.

Section 11.05. Other Prorations. Seller and Purchaser shall make such additional adjustments as are normally made in connection with a purchase and sale of the type contemplated in this Agreement, in accordance with customary practice in Walton County, Georgia.

Section 11.06. Survival. The provisions of Section 11.02 and 11.04 of this Agreement shall survive the Closing, and the Sale Order shall so provide.

ARTICLE XII. CLOSING COSTS

Section 12.01. Closing Costs. Purchaser shall bear the cost of the Title Policy, the cost of the Closing Escrow, the cost of the Survey, and any mortgage tax. Seller shall bear the cost of any recording fees with respect to the Receiver's Deed and the Quit Claim Deed, the cost to record any instruments necessary to clear Seller's title, and the transfer tax. All other costs and expenses in connection with the transaction contemplated by this Agreement shall be borne in accordance with Fidelity National Title Insurance Company's local custom for transactions of this type in Walton County, Georgia. Each party shall pay its own

attorneys' fees incurred with respect to the preparation and negotiation of this Agreement and the closing of the transaction contemplated hereby.

ARTICLE XIII. DAMAGE OR DESTRUCTION TO PROJECT

Section 13.01. If between the Effective Date and the Closing Date, all or any portion of the Project is damaged or destroyed by fire or other casualty, Seller shall notify Purchaser in writing of such damage or destruction (the "**Casualty Notice**") and Purchaser, at its sole option, may elect to:

(i) terminate this Agreement, in which event the Purchaser's Deposit shall be returned to Purchaser and, except as specifically provided in this Agreement, neither party shall have any further rights or obligations to the other under this Agreement; or

(ii) consummate the transaction contemplated by this Agreement, in which event Purchaser shall receive a credit against the Purchaser Price in an amount equal to Purchaser's reasonable determination of the cost of restoring the Project.

Section 13.02. Purchaser shall have until the date (the "**Casualty Election Date**") that is thirty (30) days after receipt of the Casualty Notice to elect whether to terminate or proceed with this Agreement. If Purchaser fails to notify Seller of its election on or before the Casualty Election Date, then Purchaser shall be deemed to have elected to terminate this Agreement.

Section 13.03. If the Closing Date is a date prior to the Casualty Election Date, the Closing Date shall be extended to a date twenty (20) days after the Casualty Election Date.

ARTICLE XIV. CONDEMNATION

Section 14.01. If between the Effective Date and the Closing Date any condemnation or eminent domain proceedings are initiated which might result in the taking of any part of the Project, Seller shall notify Purchaser in writing of such proceedings (the "**Condemnation Notice**") and Purchaser, at its sole option, may elect to:

(i) terminate this Agreement, in which event the Purchaser's Deposit shall be returned to Purchaser and, except as specifically provided in this Agreement, neither party shall have any further rights or obligations to the other under this Agreement; or

(ii) consummate the transaction contemplated by this Agreement, in which event Seller shall assign to Purchaser at Closing all of Seller's right, title and interest in and to any award pertaining to the Project made in connection with such condemnation or eminent domain proceedings.

Section 14.02. Purchaser shall have until the date (the “*Condemnation Election Date*”) that is thirty (30) days after receipt of the Condemnation Notice to elect whether to terminate or proceed with this Agreement. If Purchaser fails to notify Seller of its election on or before the Condemnation Election Date, then Purchaser shall be deemed to have elected to terminate this Agreement.

Section 14.03. If the Closing Date is a date prior to the Condemnation Election Date, the Closing Date shall be extended to a date twenty (20) days after the Condemnation Election Date.

ARTICLE XV. ADDITIONAL AGREEMENTS

Section 15.01. Medicaid Issues. In addition to Seller cooperating with Purchaser to obtain the assignment of Seller’s Medicaid and Georgia Medicaid’s Community Care Service Program provider number and the approval of corresponding provider agreements prior to Closing, after Closing, Seller shall continue to cooperate with Purchaser, to effect an orderly change of ownership in respect to licenses, permits and Medicaid program certification.

Section 15.02. Transfer of Medical Records. On the Closing Date, the parties agree that Seller shall transfer to Purchaser control of the medical records (which shall include x-rays and other films and reports, notes, lab test results, and any and all documents relating to patients) in possession of Seller or located at the Project (the “*Medical Records*”). On the Closing Date, the Purchaser shall become the custodian of the Medical Records and shall assume control, custody, and possession in accordance with applicable law.

Section 15.03. Maintenance of Medical Records; Indemnity. From and after receipt of the Medical Records pursuant to and in accordance with this Agreement, Purchaser covenants that Purchaser shall be solely responsible for maintaining the Medical Records so transferred and providing them upon the lawful request of a patient (or other third party) in accordance with all applicable laws, rules, and regulations. Purchaser covenants that Purchaser shall maintain the Medical Records for each patient for a period of not less than ten (10) years after the last date of service with respect to such patient. After the Closing Date, Seller shall have no obligation to maintain any Medical Records or respond to any requests for Medical Records, which obligation shall be the sole responsibility of Purchaser. Purchaser agrees to indemnify, defend, and hold harmless Seller for any and all claims by patients or other third parties arising out of or related to the transfer or maintenance of the Medical Records for periods after the Closing Date, including, without limitation, Purchaser’s failure to comply with any laws or regulations relating to the Medical Records, *provided, however*, nothing herein shall be deemed to relieve Seller of any liability for any and all claims by patients or third parties arising out of or related to the maintenance of the Medical Records for periods on or prior to the Closing Date.

Section 15.04. Compliance. As applicable, the parties acknowledge and recognize their status, responsibilities, and obligations as health care providers and covered entities, as those terms are defined in the privacy and security regulations issued under HIPAA and

contained in 45 C.F.R. Parts 160 and 164 (the “**Regulations**”). The parties agree to comply with the Regulations as well as with all other federal and state laws and regulations, in the execution and operation of this Agreement.

Section 15.05. Access to Purchased Assets. Seller shall be entitled to retain copies of any or all of the books and records of the Purchased Assets following the Closing and to use the information contained in such books and records for all purposes relating, directly or indirectly, to the Receivership Proceeding and the winding up of the Receivership Estate. In addition to the foregoing, Purchaser shall afford Seller reasonable access, upon reasonable notice during normal business hours or at other reasonable times, to books and records included within the Purchased Assets, in order for Seller to administer and wind down the Receivership Estate.

Section 15.06. Transfer of Operations. Seller agrees to transfer operations of the Facility on the Closing Date to Purchaser. Seller agrees that it shall cooperate with Purchaser in the transition of operations of the Facility.

Section 15.07. Licensing Matters. In connection with survey and licensing matters, Seller and Purchaser agree to cooperate fully with each other in preparing, filing, prosecuting, and taking any other actions with respect to any applications, requests, or actions that are or may be reasonable and necessary to obtain the consent of any governmental instrumentality. In the event of a change of ownership survey by a governmental authority, Seller shall notify Purchaser immediately upon initiation of the survey and upon completion of the survey exit conference of any issues cited and surveyor observations and recommendations.

Section 15.08. Medicaid.

(a) On the Closing Date, Seller shall assign to Purchaser its Medicaid provider numbers and agreement in accordance with and as permitted by any and all applicable laws and orders, rules, requirements and regulations of the Georgia Medicaid Program and all federal and Georgia statutes and regulations regarding the same. Nothing set forth herein shall be deemed to limit in any way Seller's right, title, and interest in its cash and accounts receivable for services rendered prior to the Closing Date, which cash and accounts receivable are property of the Seller and shall be reimbursed or retained, as applicable, in accordance herewith.

(b) Seller and Purchaser understand that reimbursements from Medicaid for items/services provided/rendered after the Closing Date may continue to be issued to Seller for a period of time. At Closing Seller shall provide a credit to Purchaser equal to 85% of the amount due from CCSP on account of the current month of Closing prorated to the Closing Date.

Section 15.09. Transfer of Records; Access to Records. As of the Closing Date, Seller shall transfer to Purchaser the records of all residents in the Facility (the “**Transferred Records**”) by leaving all such records at the Facility, provided, however, that Seller shall be

entitled to keep such copies of all Transferred Records as it may deem necessary and as permitted by law. Notwithstanding the foregoing:

(a) Seller may remove from the Facility (i) the originals of the financial records which relate to its operations at the Facility, including all accounts payable and accounts receivable records; provided, however, Seller shall leave copies of such records at the Facility in order to facilitate the provisions of this Agreement, (ii) the originals of any proprietary materials related to its overall corporate operations; provided, however, Seller shall leave copies of its policies and procedure manuals, (iii) the originals of all performance improvement data, provided, however, Seller shall leave copies of such records at the Facility necessary to facilitate the provisions of this Agreement, and (iv) legacy records stored either on-site or off-site, provided, however, Seller shall leave copies of such records at the Facility necessary to facilitate the provisions of this Agreement.

i. Notwithstanding anything to the contrary in this Agreement, Seller and Purchaser agree that all information, records and data collected or maintained regarding Facility residents shall be confidential. From and after the Closing Date, Purchaser shall be solely responsible for caring for the residents of the Facility in accordance with their contractual rights and in accordance with law. Seller and Purchaser shall preserve the existence and maintain the confidentiality of the resident records transferred to Purchaser pursuant to this Agreement in accordance with federal and state law.

ii. Subsequent to the Closing Date, Purchaser shall allow Seller and its affiliates, agents and representatives, 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 Transferred Records, to the extent reasonably necessary to enable Seller to investigate and defend malpractice, employee or other claims, to file or defend cost reports and tax returns, to verify accounts receivable collections due Seller, and to perform similar matters.

(d) Purchaser will maintain the Transferred Records, to the extent required by law, but in no event less than seven (7) years from the Closing Date with respect to resident records, and no less than six (6) years from the Closing Date with respect to other records (the "***Holding Period***"). Within thirty (30) days prior to the expiration of the Holding Period for such books and records, Seller may provide a written request to Purchaser to remove such books and records from the Facility, in which case Purchaser shall allow Seller a reasonable opportunity, following the expiration of the Holding Period, to remove such books and records from the Facility at Seller's sole cost and expense. If no such written request is received by Purchaser prior to the expiration of the Holding Period, at the end of the Holding Period, Purchaser may dispose of or destroy such books and records in its sole and absolute discretion.

Section 15.10. Patient Funds; Advance Payments.

(a) Concurrent with the execution and delivery of this Agreement and subject to adjustment within thirty (30) days following the Closing Date, Seller shall provide Purchaser with an accounting of all funds belonging to residents at the Facility, which are held by Seller in a custodial capacity, and an accounting of all advance payments received by it pertaining to residents at the Facility (collectively, the "**Funds/Payments**"). Such accounting shall set forth the names of the residents for whom such Funds/Payments are held and the amounts held on behalf of each resident. Seller shall indemnify Purchaser for any errors or omissions in Seller's accounting of the Funds/Payment, and shall retain sole liability to the residents for any such errors or omissions.

(b) On the Closing Date, Seller shall, at the election of Purchaser, either (i) transfer the Funds/Payments to a bank account designated in writing by Purchaser or (ii) retitle all accounts of Seller in which the Funds/Payments are deposited at the time of the execution and delivery of this Agreement. Subject to completion of the transfer or retitling described in the immediately preceding sentence, Purchaser shall acknowledge receipt of and expressly assume all of Seller's financial and custodial obligations arising subsequent to the Closing with respect to the Funds/Payments actually received by Purchaser, it being the intent and purpose of this provision that, as of the Closing Date, Seller is relieved of all financial and custodial obligation with respect to the Funds/Payments so transferred, and that Purchaser hereby assumes all such post-Closing obligations and is directly accountable to the residents with respect to the Funds/Payments.

(c) Purchaser hereby assumes custody of all trust accounts for residents transferred by Seller to Purchaser and agrees to treat such accounts in the fiduciary capacity required by law. Purchaser agrees to indemnify, protect, defend and hold Seller harmless from all liabilities, claims, and demands that may be asserted against Seller in connection with Purchaser's treatment of such accounts from and after the Closing Date. Seller agrees to indemnify, protect, defend and hold Purchaser harmless from all liabilities, claims, and demands that may be asserted against Purchaser in connection with Seller's treatment of such accounts prior to the Closing Date.

Section 15.11. Employees.

(a) As of the Closing Date, Seller shall terminate the employment of all employees providing services at the Facility (the "**Current Employees**"). No more than five (5) days prior to Closing, Seller shall provide Purchaser with a list of the Current Employees, which list shall include (i) the current base salaries of the Current Employees, and (ii) a schedule of current benefits for the Current Employees, including but not limited to standard vacation, holiday, sick pay, severance obligations for the Current Employees. Purchaser shall not be bound by or assume any employment contracts to which Seller may be a party. Other than consistent with past practice, Seller shall not make any material changes in the compensation or benefits of the employees at the Facility prior to the Closing Date.

(b) Purchaser shall determine, in its sole and absolute discretion, which of the Current Employees shall be offered employment with Purchaser, pursuant to employment terms acceptable to Purchaser (hereinafter, the "**Rehired Employees**"), provided,

however, Purchaser shall offer employment to such members of the Current Employees on such terms and conditions that are sufficient to not give rise to liability under the Worker Adjustment and Retraining Notification Act of 1988. Nothing in this paragraph, 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.

ARTICLE XVI. MISCELLANEOUS

Section 16.01. Termination.

(a). Notwithstanding anything in this Agreement or elsewhere to the contrary, this Agreement may be terminated by written notice of termination at any time: (i) by a notice of termination from Purchaser pursuant to Article VI before the end of the Inspection Period, (ii) before the Closing Date by mutual written consent of Seller and Purchaser, or (iii) before the Closing Date by a party as a result of the other party's failure to meet the conditions precedent to Closing contained in this Agreement in a timely manner, but only if the defaulting party fails to meet such condition within ten (10) days after receipt of written notice of such failure from the non-defaulting party delivered in accordance with Section 16.05 of this Agreement.

(b). Purchaser or Seller may terminate this Agreement if the Court or any other court of competent jurisdiction shall have issued an order, decree, or ruling or taken any other action enjoining or otherwise prohibiting the transactions contemplated by this Agreement and such order, decree, ruling, or other action shall have become final and nonappealable.

(c). Purchaser or Seller may terminate this Agreement if the Bidding Procedures Order is not entered by the Court within sixty (60) days after the Effective Date.

(d). Purchaser may terminate this Agreement if the condition precedent set forth in Section 9.06 has not been satisfied one hundred fifty (150) days after the end of the Effective Date.

Section 16.02. Expenses. Except as otherwise provided in this Agreement, each party to this Agreement shall pay its own costs and expenses incurred in connection with the negotiation and execution of this Agreement and each other agreement, document or instrument contemplated by this Agreement and the consummation of the transactions contemplated by this Agreement.

Section 16.03. Contents of Agreement; Parties in Interest. This Agreement sets forth the entire understanding of the parties with respect to the transactions contemplated by this Agreement. This Agreement shall not be amended or modified except by written instrument duly executed by each of the parties to this Agreement. Any and all previous agreements and understandings between or among the parties regarding the subject matter of

this Agreement, whether written or oral, are superseded by this Agreement and of no further or other effect.

Section 16.04. Assignment; Binding Effect. Except for an assignment by the Purchaser to an affiliate, this Agreement may not be assigned prior to the Closing by any party without the prior written consent of all other parties to this Agreement; provided, that any such affiliate first agrees in writing to be bound by all of the terms, conditions, and provisions contained in this Agreement, and provided further that Purchaser shall remain primarily liable for its obligations under this Agreement. Subject to the foregoing, all of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors and permitted assigns of Seller and Purchaser.

Section 16.05. Notice. Any and all notices given in connection with this Agreement shall be deemed adequately given only if in writing and personally delivered, sent by first class registered or certified mail, postage prepaid, return receipt requested, sent by overnight national courier service, sent by facsimile, provided a hard copy is mailed on that day to the party for whom such notices are intended or sent by other means at least as fast and reliable as first class mail. A written notice shall be deemed to have been given to the recipient party on the earlier of (a) the date it shall be delivered to the address required by this Agreement, (b) the date of delivery shall have been refused at the address required by this Agreement, (c) with respect to notices sent by mail, the date as of which the postal service shall have indicated that the notice has been delivered to the address required by this Agreement, (d) with respect to a facsimile, the date on which the facsimile is sent. Any and all notices referred to in this Agreement, or which any party desires to give the other, shall be addressed as follows:

To Purchaser: Social Circle Senior Center, LLC
 316 Hillside Drive, Suite 1354
 Waleska, Georgia 30183
 Attention: William Creekmore

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

Schulten Ward Turner & Weiss, LLP
Attn: Eric L. Weiss
260 Peachtree Street, Suite 2700
Atlanta, Georgia 30303

To Seller: Healthcare Management Partners, LLC
 Attn: Derek A. Pierce, as Receiver
 1033 Demonbreun Street, Ste. 300
 Nashville, Tennessee 37203

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

Waller Lansden Dortch & Davis, LLP
Attn: Ryan K. Cochran

511 Union Street, Suite 2700
Nashville, Tennessee 37219

Section 16.06. Governing Law. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Georgia without regard to its conflicts of law principles.

Section 16.07. Jurisdiction; Venue. Any legal action or proceeding relating to any disputes between the parties to this Agreement arising under or relating to this Agreement or with respect to its subject matter shall be brought exclusively in the Court, or if such action or proceeding may not be brought in such Court for jurisdictional purposes, exclusively in the federal or state court for the County where the Facility is located. By execution and delivery of this Agreement, each of the Parties accepts for itself and its affiliates, generally and unconditionally, the jurisdiction of the Court and the jurisdiction of the federal or state court for the County where the Facility is located. Each of the parties irrevocably waives any objection, including any objection to the laying of venue or based on the grounds of forum non-conveniens that such party may now or later have to the bringing of any such action nor proceeding in the Court.

Section 16.08. Waiver of Jury Trial. THE PARTIES TO THIS AGREEMENT HEREBY (A) IRREVOCABLY AND UNCONDITIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OR COUNTERCLAIM OF ANY TYPE AS TO ANY MATTER ARISING DIRECTLY OR INDIRECTLY OUT OF OR WITH RESPECT TO THIS AGREEMENT OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT AND (B) AGREE THAT ANY PARTY MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED FOR AGREEMENT BETWEEN THE PARTIES IRREVOCABLY TO WAIVE TRIAL BY JURY, AND THAT ANY DISPUTE OR CONTROVERSY OF ANY KIND WHATSOEVER BETWEEN THEM SHALL INSTEAD BE TRIED IN THE COURT BY A JUDGE SITTING WITHOUT A JURY.

Section 16.09. Exculpation and Liquidated Damages. OTHER THAN THE LIQUIDATED DAMAGES SET FORTH IN THIS PARAGRAPH, WITH THE EXCEPTION OF GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT, PURCHASER SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS ARISING FROM OR RELATING IN ANY WAY TO THIS AGREEMENT. PURCHASER'S LOSS OF PURCHASER'S DEPOSIT SHALL CONSTITUTE THE EXCLUSIVE LIQUIDATED DAMAGES TO THE EXTENT THAT PURCHASER BREACHES THE AGREEMENT. THE PARTIES HEREBY AGREE THAT DAMAGES ARISING FROM A BREACH OF THE AGREEMENT ARE DIFFICULT OR IMPOSSIBLE TO ACCURATELY ESTIMATE. THE PARTIES INTEND TO PROVIDE FOR DAMAGES RATHER THAN A PENALTY. THE PARTIES AGREE THAT THE AMOUNT OF SUCH LIQUIDATED DAMAGES IS A REASONABLE PRE-ESTIMATE OF THE PROBABLE LOSS ARISING FROM A BREACH OF THE AGREEMENT.

Section 16.10. Schedules and Exhibits. All Schedules and Exhibits referred to in this Agreement are intended to be and are specifically made a part of this Agreement.

Section 16.11. Severability. Any provision of this Agreement that is invalid or unenforceable in Georgia shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions of this Agreement, and any such invalidity or unenforceability shall not invalidate or render unenforceable such other provision(s).

Section 16.12. Entire Agreement. This Agreement, including the Schedules and Exhibits to this Agreement, constitutes the entire agreement between the parties with regard to the subject matter of this Agreement and the transactions contemplated by this Agreement. No other understanding, inducement, representation, or agreement shall be of any force or effect except as otherwise specifically provided for or referred to in this Agreement. This Agreement may not be altered or amended except in writing signed by all parties.

Section 16.13. Waiver. The failure of any party to insist upon strict compliance with any of the provisions of this Agreement by another party shall not constitute a waiver of such party's right to demand exact compliance with said provisions.

Section 16.14. Execution by Counterpart Originals. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

Section 16.15. Survival. All warranties, representations, obligations, duties, undertakings, and agreements made in this Agreement by any party shall be true and correct as of the Closing Date and, to the extent not satisfied at Closing, shall survive Closing, and the delivery of any bills of sale or documents of conveyance for the Survival Period, and shall not be merged with such bills of sale or documents of conveyance, and the Sale Order shall so provide.

Section 16.16. Business Days. If any date herein set forth for the performance of any obligations of Seller or Purchaser or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or Federal holiday for which financial institutions or post offices are generally closed in the state where the Project is located. When the period of time prescribed or allowed is delineated in Business Days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

Section 16.17. No Third Party Beneficiary. Except as otherwise expressly provided herein, this Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third party beneficiary or otherwise.

Section 16.18. No Personal Liability of Seller; Limitations on Seller's Representations and Warranties. The Purchaser expressly acknowledges and agrees that:

(a). Seller enters into this Agreement solely in its capacity as court appointed receiver under the Receivership Order and pursuant to and in accordance with the Bidding Procedures Order and Sale Order (each when and if approved by the Court) and shall have no corporate, company, or personal liability for any cause of action arising out of or related to this Agreement.

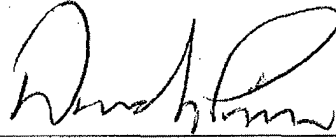
(b). In the event of an actual or claimed breach of this Agreement by Seller, recourse may be had only against the assets of the Receivership Estate. No corporate, company, or personal assets of Seller may be subject to claim or levy.

[Signature Pages Follow]

SELLER:

**DEREK A. PIERCE, ACTING SOLELY IN HIS
CAPACITY AS COURT-APPOINTED
RECEIVER**


By:

A handwritten signature in black ink, appearing to read 'Derek A. Pierce', written over a horizontal line.

Derek A. Pierce

ASSIGNEE:

SOCIAL CIRCLE SENIOR CENTER, LLC

By: 

Name: William B. Creekmore

Title: Manager

EXHIBIT A
PROPERTY DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 82 of the First (1st) Land District of Walton County, Georgia, being known and designated as Tract No. 1, containing 8.734 acres, as shown on a plat of survey prepared by John F. Brewer, Georgia Registered Land Surveyor No. 2905, dated June 5, 2014, recorded in Plat Book 110, Page 11, Clerk's Office, Walton Superior Court. Which plat is incorporated herein and made a part hereof by reference thereto.

Also conveyed is all right title and interest in and to that 30' Joint Drive Easement and the 20' Ingress/Egress Easement as shown on said plat.

EXHIBIT B
BILL OF SALE

BILL OF SALE

THIS BILL OF SALE (this "**Bill of Sale**"), dated as of [] [], 201[], by and between the following parties:

ASSIGNOR: DEREK A. PIERCE, acting solely in his capacity as court-appointed receiver for the Subject Property referenced herein.

ASSIGNEE: []

This Bill of Sale is being delivered pursuant to that certain Asset Purchase Agreement dated as of [] [], 201[], by and between Assignor and Assignee (the "**Purchase Agreement**"), and is subject to all of the terms and conditions thereof. Any capitalized terms used but not otherwise defined herein shall have the meanings specified in the Purchase Agreement.

1. Conveyance. In consideration of receipt of payment of the Purchase Price as detailed in the Purchase Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which Assignor hereby acknowledges, Assignor hereby sells, conveys, assigns, transfers and delivers unto Assignee, its successors and assigns, all of its right, title and interest in the Personal Property located on, arising from or otherwise related to the real property referred to as Manor House of Social Circle and located at 621 N. Cherokee Street, Social Circle, Walton County, Georgia (collectively, the "**Subject Property**"), to have and to hold forever, free and clear of all Liens except the Assumed Liabilities (as defined in the Purchase Agreement), excluding the Personal Property described in **Exhibit A**. This conveyance shall be effective as of 12:00:01 AM (prevailing Eastern time) as of the [] day of [], 201[] (the "**Effective Date**").

2. Assumption. Assignee hereby accepts the assignment of all of Assignor's right, title and interest in, and hereby assumes all of the obligations of Assignor under the Subject Property, first arising from and after the Effective Date.

3. Appointment. Assignor hereby constitutes and appoints Assignee its true and lawful attorney, with full power of substitution, in the name of Assignor or otherwise, and on behalf and for the benefit of Assignee: (a) to institute and prosecute, from time to time, in the name of Assignor or otherwise, any and all actions, suits and proceedings which Assignee deems proper to assert or enforce any claim, title, right, or actions, suits or proceedings in respect to the Subject Property; and (b) to execute such other documents and take such other action as may be necessary from time to time to carry out this Bill of Sale. Assignor hereby declares that the foregoing powers are coupled with an interest and shall be irrevocable.

4. Cooperation. Assignor covenants and agrees that it will at any time and from time to time, at the sole expense of Assignee, do, execute, acknowledge and deliver any and all other acts, deeds, assignments, transfers, certificates of title, conveyances, powers of attorney or other instruments that Assignee reasonably deems necessary or proper to carry out the assignment and conveyance intended to be made hereunder.

5. No Modification of Purchase Agreement. This Assignment is delivered pursuant to the Purchase Agreement and is subject in all respects to the provisions thereof and is not meant to alter, enlarge or otherwise modify the provisions of the Purchase Agreement. Without limiting the generality of the foregoing, all representations and warranties made by Assignor in the Purchase Agreement, in this Bill of Sale, or in any agreement executed in connection with the transactions contemplated therein have been made by Assignor in sole and exclusive reliance upon the terms and conditions of the Receivership Order and Sale Approval Order, and Assignee shall have no recourse against Assignor in the event that any of Assignor's representations and warranties prove to have been materially false or misleading when made; provided, however, that (i) Assignee shall be entitled to bring claims against the Receivership Estate; (ii) Assignee and its successors and assigns shall be entitled to rely upon this Bill of Sale, the Receiver's Deed, and the Sale Approval Order as evidence of title to the Subject Property and shall be entitled, as the sole and exclusive remedy in the event that any of Assignor's representations and warranties prove to have been materially false or misleading when made, to seek such relief from the Court as shall be proper to enforce Assignee's claim of title and ownership to the Subject Property.

6. Binding Effect. This Bill of Sale shall be binding upon and inure to the benefit of and be enforceable by the successors and permitted assigns of Assignor and Assignee.

7. Law to Govern. This Bill of Sale shall be governed by and interpreted and enforced in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the Assignor has executed this Bill of Sale effective as of the date first above written.

[Signature Page Follows]

ASSIGNOR:

**DEREK A. PIERCE, ACTING SOLELY IN HIS
CAPACITY AS COURT-APPOINTED
RECEIVER**

By: _____

ASSIGNEE:

SOCIAL CIRCLE SENIOR CENTER, LLC

By: _____

Name: _____

Title: _____

EXHIBIT A
(BILL OF SALE)

EXCLUDED ASSETS

1. Any and all claims and causes of action of the Receivership Entities and Receivership Estate, including, but not limited to, the imposition of constructive trusts, disgorgement of profits, asset turnover, avoidance of fraudulent transfers, rescission and restitution, and the collection of debts. Any and all claims and causes of action relating to or arising out of the Bonds, Bond Documents, and issuance of the Bonds.

2. The Leased Personal Property described in Schedule 7.01(o).

3. Payments due as of the Closing Date from Georgia Medicaid's Community Care Service Program.

4. Any and all cash, cash equivalents, bank accounts, deposit accounts, credits, prepaid expenses, deposits, deferred charges, advance payments, security deposits, prepaid items, funds, securities, investment accounts, accounts receivable, notes, notes receivable, mortgages, security interests, income, revenues derived from the Facility, insurance claims, insurance proceeds, other than amounts to be transferred to Purchaser in accordance with Section 15.10 of this Agreement.

EXHIBIT C
RECEIVER'S DEED

STATE OF _____)
)
 _____ COUNTY)

This instrument was prepared by:

After recording return to:

RECEIVER'S DEED

(Deed With Limited Covenants, Representations, or Warranties)

THIS RECEIVER'S DEED is executed as of the ____ day of _____, 201__, by **DEREK A. PIERCE**, acting solely in his capacity as court-appointed receiver for the Subject Property referenced herein ("**Grantor**"), and [_____] ("**Grantee**"), whose address and principal place of business is [_____].

For good and valuable consideration in hand paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor by these presents does hereby, BARGAIN, SELL, TRANSFER and CONVEY to Grantee, without covenant, representation, or warranty of any kind or nature, express or implied, and without any and all warranties that might arise by common law and any covenants or warranties created by statute, as the same may be hereafter amended or superseded, all which are hereby expressly excluded and disclaimed, all of Grantor's right, title and interest in the property more particularly described on **Exhibit A** to this Receiver's Deed, which is attached hereto and incorporated herein, together with all of Grantor's right, title and interest in any and all improvements and fixtures thereon and thereto (collectively, the "**Subject Property**"), and all the rights and appurtenances pertaining thereto, including, but not limited to, any right, title and interest of Grantor in and to adjacent streets, alleys or rights-of-way, subject, however, to all liens, exceptions, easements, rights-of-way, covenants, conditions, restrictions, reservations, encroachments, protrusions, shortages in area, boundary disputes and discrepancies, matters of which could be discovered or would be revealed by, respectively, an inspection or current survey of the Subject Property, encumbrances impositions (monetary and otherwise), access limitations, licenses, leases, prescriptive rights, rights of parties in possession, rights of tenants, co-tenants, or other co-owners, and any and all other matters or conditions affecting the Subject Property, as well as standby fees, real estate taxes, and assessments on the

Subject Property for the current year and prior and subsequent years, and subsequent taxes and assessments for prior years due to change in land usage or ownership, and any and all zoning laws, regulations, and ordinances of municipal and other governmental authorities affecting the Subject Property, and subject further to the recorded exceptions to title set forth on Exhibit B to this Receiver's Deed (collectively, the "Permitted Exceptions").

Notwithstanding the foregoing and based solely upon that certain order dated _____, 201[] issued by the in the United States District Court for the District of New Jersey (the "*Court*"), in *Securities and Exchange Commission v. Dwayne Edwards, et. al.*, case number 2:17-cv-00393 (ES) (SCM) approving the sale of the Subject Property to the Grantee (the "Sale Approval Order"), Grantor hereby represents and warrants that Grantor has the authority to deliver good and valid title to the Subject Property and that Grantor hereby transfers the Subject Property to Grantee free and clear of all mortgages, liens, pledges, security interests, and other encumbrances securing indebtedness. The representations and warranties made by Grantor in this paragraph and in the Purchase Agreement (as defined below) are the sole and exclusive representations and warranties made by Grantor with respect to the Subject Property and are made by Grantor in reliance upon the terms and conditions of the Sale Approval Order (the "Seller's Court-Ordered Representations and Warranties").

FURTHER, GRANTEE, BY ITS EXECUTION AND ACCEPTANCE OF DELIVERY OF THIS RECEIVER'S DEED, ACKNOWLEDGES AND AGREES THAT EXCEPT FOR SELLER'S COURT-ORDERED REPRESENTATIONS AND WARRANTIES:

(i) EXCEPT AS SET FORTH IN THE PURCHASE AGREEMENT, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE SUBJECT PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, (B) THE INCOME, IF ANY, TO BE DERIVED FROM THE SUBJECT PROPERTY, (C) THE SUITABILITY OF THE SUBJECT PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE SUBJECT OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE OWNERSHIP, TITLE, POSSESSION, HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SUBJECT PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE SUBJECT PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE SUBJECT PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO, (H) THE EXISTENCE, QUALITY, NATURE, ADEQUACY, OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE SUBJECT PROPERTY, OR (I) ANY OTHER MATTER WITH RESPECT TO THE SUBJECT PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY

REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THE DISPOSAL OR EXISTENCE, IN OR ON THE SUBJECT PROPERTY, OF ANY HAZARDOUS MATERIALS;

(ii) GRANTEE HAS FULLY INSPECTED THE SUBJECT PROPERTY AND THAT, SUBJECT TO THE TERMS OF THE PURCHASE AGREEMENT AND THE SELLER'S COURT-ORDERED REPRESENTATIONS AND WARRANTIES, THE CONVEYANCE AND DELIVERY HEREUNDER OF THE SUBJECT PROPERTY IS "AS IS" AND "WITH ALL FAULTS", AND GRANTOR HAS NO OBLIGATION TO ALTER, REPAIR, OR IMPROVE THE SUBJECT PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO; AND

(iii) NO WARRANTY HAS ARISEN THROUGH TRADE, CUSTOM, OR COURSE OF DEALING WITH GRANTOR, AND ALL STATUTORY, COMMON LAW, AND CUSTOMARY COVENANTS AND WARRANTIES, IF ANY, OF WHATEVER KIND, CHARACTER, NATURE, PURPOSE, OR EFFECT, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, ARE HEREBY EXPRESSLY, UNCONDITIONALLY, AND IRREVOCABLY WAIVED, DISCLAIMED, AND EXCLUDED FROM THIS RECEIVER'S DEED, NOTWITHSTANDING ANY CUSTOM OR PRACTICE TO THE CONTRARY, OR ANY STATUTORY, COMMON LAW, DECISIONAL, HISTORICAL, OR CUSTOMARY MEANING, IMPLICATION, SIGNIFICANCE, EFFECT, OR USE OF CONTRARY IMPORT OF ANY WORK, TERM, PHRASE OR PROVISION HEREIN.

Further, by its execution and acceptance of delivery of this Receiver's Deed, Grantee hereby acknowledges and agrees that Grantee and anyone claiming by, through, or under Grantee, hereby fully releases Grantor, its employees, officers, directors, representatives, and agents from any and all claims, costs, losses, liabilities, damages, expenses, demands, actions or causes of action that it may now have or hereafter acquire, whether direct or indirect, known or unknown, suspected or unsuspected, liquidated or contingent, arising from or related to the Subject Property in any manner whatsoever, including without limitation any circumstance in which Seller's Court-Order Representations and Warranties prove to have been materially false or misleading when made, provided, however, that nothing contained herein shall release Grantor from its liability to Grantee under the Purchase Agreement. This covenant releasing Grantor shall be a covenant running with the Subject Property and shall be binding upon Grantee, its successors and assigns. Notwithstanding the foregoing, Grantee and its successors and assigns shall be entitled to rely upon this Receiver's Deed and upon the Sale Approval Order as evidence of title to the Subject Property and shall be entitled, as the sole and exclusive remedy in the event that any of Seller's Court-Ordered Representations and Warranties prove to have been materially false or misleading when made, to seek such relief from the Court as shall be proper to enforce Grantee's claim of title and ownership of the Subject Property.

TO HAVE AND TO HOLD the Subject Property together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee, its successors and assigns forever, without covenants, representation, or warranty whatsoever (except as set forth in the

Purchase Agreement and the Seller's Court-Ordered Representations and Warranties), subject, however, to the Permitted Exceptions.

The fact that certain encumbrances, limitations, or other matters or conditions may be mentioned, disclaimed, or excepted in any way herein, whether specifically or generally, and whether in the body hereof or any exhibit hereto, shall not be a covenant, representation, or warranty of Grantor as to any encumbrances, limitations, or any other matters or conditions not mentioned, disclaimed, or excepted. Notwithstanding anything herein to the contrary, however, nothing herein shall be construed or deemed as an admission by Grantor or Grantee to any third party of the existence, validity, enforceability, scope, or location of any encumbrances, limitations, or other matters or conditions mentioned, disclaimed, or excepted in any way herein, and nothing shall be construed or deemed as a waiver by Grantor or Grantee of its respective rights, if any, but without obligation, to challenge or enforce the existence, validity, enforceability, scope or location of same against third parties.

Grantee hereby assumes the responsibility of payment of all ad valorem taxes, and general and special assessments of whatever kind and character affecting the Subject Property which are payable, or which may become payable, for any period on or after the effective date of this Receiver's Deed, including, without limitation, taxes or assessments becoming due by reason of a change in usage or ownership, or both, of the Subject Property for so long as Grantee continues to own the Subject Property.

Except as expressly set forth in this Receiver's Deed, there are no third party beneficiaries to this Receiver's Deed. The covenants, promises and agreements continued in this Receiver's Deed are solely for the benefit of the Grantor and Grantee.

This Receiver's Deed is executed pursuant to that certain Asset Purchase Agreement between Grantor and Grantee dated as of [] [], 201[] (as amended, supplemented, or otherwise modified from time to time, the "**Purchase Agreement**"), and subject to the terms and scope of the Receivership Order and the Sale Approval Order described in the Purchase Agreement, all of which Grantee has had full and free opportunity to review with legal counsel of its own choosing.

[signature pages to follow]

[GRANTOR'S SIGNATURE PAGE TO RECEIVER'S DEED]

GRANTOR:

DEREK A. PIERCE, ACTING SOLELY IN HIS
CAPACITY AS COURT-APPOINTED
RECEIVER

By: _____

Signed, sealed and delivered in the presence of:

WITNESS

Notary Public

[Notary Seal]

EXHIBIT A TO RECEIVER'S DEED
(Description of Subject Property)

All that tract or parcel of land lying and being in Land Lot 82 of the First (1st) Land District of Walton County, Georgia, being known and designated as Tract No. 1, containing 8.734 acres, as shown on a plat of survey prepared by John F. Brewer, Georgia Registered Land Surveyor No. 2905, dated June 5, 2014, recorded in Plat Book 110, Page 11, Clerk's Office, Walton Superior Court. Which plat is incorporated herein and made a part hereof by reference thereto.

Also conveyed is all right title and interest in and to that 30' Joint Drive Easement and the 20' Ingress/Egress Easement as shown on said plat.

EXHIBIT B TO RECEIVER'S DEED
(Additional Permitted Exceptions)

[To Be Inserted In Accordance With Section 5.01(c)]

EXHIBIT D
ASSIGNMENT OF INTANGIBLES

**ASSIGNMENT OF INTANGIBLE PROPERTY
AND OTHER RIGHTS**

FOR VALUE RECEIVED, Derek A. Pierce, acting solely in his capacity as Court-Appointed Receiver (**"Borrower"**) (**"Assignor"**), hereby conveys, assigns, transfers, and sets over onto _____, a _____ (**"Assignee"**), all of Assignor's and Borrower's right, title and interest in the Petty Cash, Funds/Payments, Books and Records, Contact Information and the Intangible Property. All capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such terms in that certain Asset Purchase Agreement dated as of August ____, 201____, by and between Assignor and _____ (**"_____"**), and assigned by _____ to Assignee.

This Assignment of Intangible Property and Other Rights, (this **"Assignment"**) shall be binding upon and shall inure to the benefit of Assignor, Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment on this __ day of _____, 201____, and shall be effective as of said date.

[Signature Page Follows]

DEREK A. PIERCE, ACTING SOLELY IN HIS
CAPACITY AS COURT-APPOINTED
RECEIVER

By: _____
Derek A. Pierce

EXHIBIT E
ASSIGNMENT OF LEASES AND CONTRACTS

ASSIGNMENT OF LEASES AND CONTRACTS

Derek A. Pierce, acting, solely in his capacity as court-appointed receiver (the "**Borrower**") ("**Assignor**"), in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby assigns, transfers, sets over and conveys to _____, a(n) _____ ("**Assignee**"), all of Assignor's and Borrower's right, title and interest in and to: (i) those leases and guarantees thereof set forth on **Exhibit A** attached hereto and made a part hereof (collectively, "**Leases**"), together with any security deposits tendered to Assignor under the Leases, and (ii) those service contracts and other agreements listed on **Exhibit B** attached hereto and made a part hereof, (collectively, "**Contracts**"), all pertaining to the real property and improvements thereon commonly known as Manor House of Social Circle.

Assignor represents and warrants to Assignee that:

(a) Borrower is the sole owner of: (i) all of the landlord's right, title and interest in and to the Leases, and (ii) all of the owner's right, title and interest in and to the Contracts; and

(b) No part of the rents reserved in the Leases have been previously assigned and no part of such rents, for any period subsequent to the date hereof, has been collected in advance of the due date thereof.

All capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such terms in that certain Asset Purchase Agreement dated as of _____, 201__ by and between Assignor and _____.

Assignee accepts the foregoing assignment and assumes and agrees to be bound by and to perform all of the obligations, covenants, terms and conditions to be performed under the Leases and Contracts to the extent arising on or after the date hereof.

This Assignment of Leases and Contracts (this "**Assignment**") shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and assigns.

This Assignment may be executed in two or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Assignment. For purposes of this Assignment, any signature transmitted by facsimile or e-mail shall be considered to have the same legal and binding effect as any original signature.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES PAGE FOLLOWS.]**

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date first written above.

ASSIGNOR:

DEREK A. PIERCE, ACTING SOLELY IN HIS
CAPACITY AS COURT-APPOINTED RECEIVER

By: _____
Name: Derek A. Pierce

ASSIGNEE:

[NAME], a(n) _____

By: _____

Name: _____

Title: _____

Exhibit A
(Assignment of Leases and Contracts)

1. Resident Leases [To Be Evidenced By a Schedule of Resident Leases To Be Added at Closing].
2. US Foods, Inc. Dishwasher Lease
3. Easy Ice, LLC Ice Machine Lease

Exhibit B
(Assignment of Leases and Contracts)

1. None.

EXHIBIT F
ESCROW AGREEMENT



Fidelity National Title

ESCROW AGREEMENT AS TO EARNEST MONEY DEPOSIT

File No. _____

WHEREAS, Derek A. Pierce, acting solely in his capacity as court-appointed receiver, the Seller, hereto by Agreement dated the ____ day of _____, 2017 has agreed to sell to _____, the Purchaser, the Purchased Assets (as defined in the Agreement) for the consideration therein stated, a copy of which Agreement is made a part hereof.

AND the parties have requested FIDELITY NATIONAL TITLE INSURANCE COMPANY ("Company") to receive the earnest money deposit and any extension or other fees as defined in the Agreement to be held in escrow by Company in a federally insured banking or savings institution money market account and to be applied at settlement in accordance with the agreement.

IT IS UNDERSTOOD and agreed that Company is acting as a stakeholder only, is merely responsible for the safekeeping of the funds, and shall not be required to determine questions of fact or law. Should the Agreement, in accordance with the terms thereof, be cancelled and terminated, and the liabilities of the parties thereto ended, Company shall return the funds upon written instructions received from all parties hereto. In the event of a dispute, Company is authorized to pay the funds into court.

In the event that costs or expenses are incurred by the Company because of litigation or otherwise, arising out of the holding of the funds, the Company shall be entitled to reimburse itself out of the funds for any reasonable costs and expenses. The Company assumes no liability for interest on the funds held.

THIS AGREEMENT, and the General Conditions of Escrow attached hereto, constitutes the entire agreement between Fidelity National Title Insurance Company and all parties hereto concerning the funds. Effective as of this ____ day of _____, 2017.

(Seller)

(Purchaser)

(Print Name)

(Print Name)

(Tax ID #)

(Tax ID #)

Fidelity National Title Insurance Company

By: _____

Its: _____

4826-0449-0831

ESCROW AGREEMENT AS TO EARNEST MONEY DEPOSIT

File No. _____

Page 2

General Conditions of Escrow

Except as specifically modified by the written settlement instruction executed by all parties and accepted by the Escrow Agent, these General Conditions of Escrow shall apply to this escrow or settlement, and the property received hereunder.

1. Escrow Agent: Fidelity National Title Insurance Company is herein referred to as Escrow Agent.
2. Deposit of Funds: All checks, money orders or drafts will be processed for collection in the normal course of business. Escrow Agent may commingle funds received by it in escrow with escrow funds of others, and may, without limitation, deposit such funds in its custodial or escrow accounts with any reputable trust company, bank, savings bank, savings association, or other financial services entity, including any affiliate of Escrow Agent. It is understood that Escrow Agent shall be under no obligation to invest the funds deposited with it on behalf of any depositor, nor shall it be accountable for any earnings or incidental benefit attributable to the funds which may be received by Escrow Agent while it holds such funds. Deposits held by Escrow Agent shall be subject to the provisions of applicable state statutes affecting unclaimed property.
3. Limitations of Liability: Without limitation, Escrow Agent shall not be liable for any loss or damage resulting from the following (Note that this paragraph shall not be construed to limit Escrow Agent's liability for its own gross negligence or willful misconduct):
 - a. The effect of the transaction underlying this escrow or of any element of that transaction, including without limitation, any defect in the real estate or other property that is the subject of that transaction, any failure or delay in the surrender of possession of the property, the rights or obligations of any party in possession of the property, the financial status or insolvency of any other party, and any misrepresentations made by any other party.
 - b. Any legal effect, insufficiency, or undesirability of any instrument deposited with or delivered by Escrow Agent or exchanged by the parties hereunder, whether or not Escrow Agent prepared such instrument.
 - c. The default, error, action or omission of any other party to the escrow.
 - d. Any loss or impairment of funds that have been deposited in 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 the failure, insolvency or suspension of a financial institution.
 - e. Any defects or conditions of title to any property that is the subject of this escrow, provided however that this limitation of liability does not limit or affect the liability of Fidelity National Title Insurance Company under any title insurance policy which it has issued or may issue and that no title insurance liability is created by this agreement.
 - f. The expiration of any time limit or other consequences of delay, unless a properly executed settlement instruction, accepted by Escrow Agent has instructed the Escrow Agent to comply with said time limit.
 - g. Escrow Agent's compliance with any legal process, subpoena, writs, orders, judgments and decrees of any court whether issued with or without jurisdiction and whether or not subsequently vacated, modified, set aside or reversed.
4. Default, Non-Performance and Disputes: In the event any party to the transaction which is the subject matter of this escrow shall tender any performance after the time when such performance was due, Escrow Agent may nevertheless proceed with its function under this escrow, including without limitation the delivery of documents and the disbursement of funds unless one of the parties to this escrow shall give to the Escrow Agent a written direction to stop the further performance of the Escrow Agent's functions hereunder. Except as otherwise provided herein, the event of written notice of default, non-performance or dispute is given to the Escrow Agent by any party, Escrow Agent will promptly notify all other parties of such notice. Thereafter, Escrow Agent is entitled to decline to disburse funds or to deliver any instrument or otherwise continue to perform its escrow functions, except on receipt of a mutual agreement of the parties in writing or upon an appropriate order of court.
5. Indemnification: The Seller and the Purchaser shall jointly and severally indemnify, defend (with counsel acceptable to the Escrow Agent) and save harmless the Escrow Agent from and against all loss, cost, claim, liability, damage and expense, including reasonable attorneys' fees and disbursements incurred in connection with the ESCROW AGREEMENT AS TO EARNEST MONEY DEPOSIT

File No. _____
Page 3

General Conditions of Escrow, continued

performance of the Escrow Agent's duties hereunder, except with respect to actions or omissions taken or suffered by the Escrow Agent in bad faith, in willful disregard of this Escrow Agreement, or involving gross negligence on the part of the Escrow Agent (the "Indemnified Matters"). As between the Seller and the Purchaser, the cost of such Indemnified Matters shall be shared equally, except to the extent that such Indemnified Matters are attributable to the breach by the Seller or the Purchaser of the Agreement or this Escrow Agreement, in which event the cost shall be borne by whichever of the Seller or the Purchaser is the breaching party.

6. **Escrow Fees, Charges, Other Expenses and Additional Required Funds:** Escrow Agent shall charge for its service hereunder in accordance with its current regular schedule of fees (which includes annual maintenance fees) unless otherwise provided. Unless otherwise directed such fees shall be charged to the buyer and seller equally. All fees, charges and expenses are due and payable on or before the settlement date hereof, and such amounts may be retained by Escrow Agent out of any funds held in escrow due to the party from whom such amounts are due and owing. Additional amounts, which may become due for any reason shall be promptly paid to Escrow Agent by the party owing such amounts. Escrow Agent shall not be required to advance its own funds for any purpose, provided, that any such advance made at its option shall be promptly reimbursed by the party for whom it is advanced, and such optional advance shall not be an admission of liability on the part of Escrow Agent.

7. These conditions of escrow shall apply to and be for the benefit of agents of the Escrow Agent employed by it for services in connection with this escrow.

8. **Attorney Fees:** In the event that litigation is initiated relating to this escrow, the parties hereto agree that Escrow Agent shall be held harmless from any attorney's fees, court costs and expenses relating to that litigation to the extent that litigation does not arise as a result of the Escrow Agent's fault. To that end, the parties hereto agree to indemnify Escrow Agent from all such attorneys' fees, court costs and expenses. To the extent that Escrow Agent holds a fund under the terms of this escrow, the parties agree that the Escrow Agent may charge that fund with any such attorneys' fees, court costs, and expenses as they are incurred by Escrow Agent.

EXHIBIT G
BID PROCEDURES

EXHIBIT H
RELEASE AND DISCHARGE OF LAND USE RESTRICTION AGREEMENT

<p>This Instrument Prepared By: Ryan K. Cochran Waller Lansden Dortch & Davis, LLP 511 Union Street Suite 2700 Nashville, Tennessee 37219 (615) 244-6380</p> <p>When Recorded Return To: [Purchaser or Purchaser's Counsel] [Purchaser or Purchaser's Counsel Street Address] [Purchaser or Purchaser's Counsel City, State]</p> <p>Attention: [Purchaser or Purchaser's Counsel]</p>	<p>Note to Clerk: Please cross-reference to Deed Book 3680, Page 195, Walton County, Georgia records.</p>
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RELEASE AND DISCHARGE OF LAND USE RESTRICTION AGREEMENT

This RELEASE AND DISCHARGE OF LAND USE RESTRICTION AGREEMENT (the “**Release**”) is made effective as of _____, 201__ (the “**Effective Date**”) by and among UMB Bank, NA, as indenture trustee (the “**Trustee**”), and Derek A. Pierce, acting solely in his capacity as court-appointed receiver (the “**Receiver**”).

RECITALS

A. The Development Authority of Walton County, Georgia (the “**Authority**”) issued its Development Authority of Walton County First Mortgage Healthcare Facility Revenue Bonds (Senior Solutions of Social Circle, L.L.C. Project), Series 2014A, in the aggregate principal amount of \$2,915,000 (the “**Series 2014A Bonds**”), and Development Authority of Walton County First Mortgage Healthcare Facility Revenue Bonds (Senior Solutions of Social Circle, L.L.C. Project), Taxable Series 2014B (the “**Series 2014B Bonds**,” and together with the Series 2014A Bonds, the “**Bonds**”), in the aggregate principal amount of \$335,000 pursuant to the

terms of a Trust Indenture, dated as of July 1, 2014, between the Authority and the Trustee for the purpose of, among other things, financing the acquisition, renovation and expansion of a five-building facility comprising four (4) independent living units and ninety-one (91) personal care units known as “**Manor House of Social Circle**” (hereafter referred to as the “*Facility*”), which is located at 621 N. Cherokee Street, Social Circle, Walton County, Georgia, (the “*Land*”, and together with the Facility, “*Project*”).

B. The Trustee and Senior Solutions of Social Circle, LLC, as Borrower (the “**Borrower**”), entered into a Land Use Restriction Agreement (the “**LURA**”) for the Project, dated as of July 1, 2014, and recorded on July 18, 2014, with Kathy K. Trost, Clerk of Superior Court of Walton County, Georgia at Deed Book 3680, Pages 195-220, aforesaid records.

C. On January 20, 2017, the Securities and Exchange Commission (the “**SEC**”) filed a complaint in the United States District Court of New Jersey (the “**Court**”), commencing a case styled as *Securities and Exchange Commission v. Dwayne Edwards, et al.*, case number 2:17-cv-393-ES-SCM (the “**Receivership Proceeding**”), in order to, among other things, seek the appointment of Derek A. Pierce as receiver for the Project.

D. On January 20, 2017 (the “**Appointment Date**”), the Court entered the *Order Appointing Receiver* (the “**Receiver Order**”), appointing Derek A. Pierce, as the Receiver.

E. On _____, 201____, the Receiver filed the *Receiver’s Motion for Order: (I) Authorizing and Approving Bidding Procedures for the Sale of Substantially All of the Assets of Senior Solutions of Social Circle, LLC; (II) Authorizing the Sale of Substantially All of the Assets of Senior Solutions of Social Circle, LLC Free and Clear of All Liens, Claims, Encumbrances, and Other Interests; (III) Approving Stalking Horse Purchaser, Break-up Fee, and Overbid Protections; (IV) Scheduling a Hearing to Approve the Sale of Substantially All Assets of Senior Solutions of Social Circle, LLC; and (V) Granting Related Relief* (the “**Bidding Procedures Motion**”). On _____, 201____, the Court entered the *Order: (I) Authorizing and Approving for Senior Solutions of Social Circle, LLC (A) Stalking Horse Purchaser, Bidding Procedures, and Bid Protections and (B) the Form and Manner of Notice of the Bidding Procedures and Sale Hearing; (II) Scheduling a Hearing to Consider the Sale of Substantially All Assets of Senior Solutions of Social Circle, LLC; and (III) Granting Related Relief* (the “**Bidding Procedures Order**”).

F. On _____, 201____, the Receiver auctioned the Project to the highest and best bidder. _____ was declared the successful bidder at the auction, and on _____, 201____, the Court entered its *Order: (I) Authorizing, Approving, and Directing the Sale of Substantially All Assets of Senior Solutions of Social Circle, LLC to the Successful Bidder and Backup Bidder in Accordance With the Bidding Procedures Free and Clear of All Liens, Claims, Encumbrances, and Other Interests; (II) Authorizing and Approving the Social Circle APA; (III) Approving the Receiver’s Marketing and Sale Process; and (IV) Granting Related Relief* (the “**Sale Order**”).

G. On _____, the Receiver and _____ closed the sale of the Project (as set forth in the Asset Purchase Agreement).

H. As provided in Section 5.9 of the LURA, the requirements of the LURA automatically terminate in the event of involuntary noncompliance caused by foreclosure, transfer of title by deed in lieu of foreclosure, or similar event, but only if, within a reasonable period thereafter, either the Bonds are retired or amounts received as a consequence of such event are used to provide a project which meets the requirements of the Code and Regulations (as defined in the Regulatory Agreement).

I. The Receiver's sale of the Project (as set forth in the Asset Purchase Agreement) is an event of involuntary noncompliance as provided in Section 5.9 of the LURA.

H. Based on the foregoing, the Receiver has requested that the Trustee execute and record a release and discharge of the LURA.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals and the mutual benefits contained herein, the receipt and sufficiency of which consideration are hereby acknowledged, the parties hereto agree as follows:

1. The LURA and the covenants set forth in the LURA are terminated as a matter of record.
2. The LURA is released and discharged.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Release to be effective as of the date first written above.

Signed, sealed and delivered in the presence of: **TRUSTEE:**
UMB Bank, NA, as indenture trustee

WITNESS

By: _____

Name: _____

Title: _____

Notary Public

By: _____

[Notary Seal]

Name: _____

Title: _____

Signed, sealed and delivered in the presence of: **RECEIVER:**

WITNESS

DEREK A. PIERCE, ACTING SOLELY IN
HIS CAPACITY AS COURT-APPOINTED
RECEIVER

Notary Public

[Notary Seal]

By: _____

Name: _____

Title: _____

Exhibit I
Permitted Exceptions

[To Be Inserted In Accordance With Section 5.01(c)]

SCHEDULE 1.01
PURCHASED ASSETS

The Purchased Assets shall consist of:

(a). Real Property. The (i) real property described in **Exhibit A** to this Agreement (the “***Land***”), (ii) all of Borrower’s right, title and interest in all improvements and fixtures located on the Land, including, without limitation, all buildings and structures owned by Borrower presently located on the Land, all apparatus, equipment and appliances used in connection with the operation or occupancy of the Land, such as heating, air conditioning, and lighting systems and other facilities used to provide any utility services, refrigeration, ventilation, garbage disposal, or other services on the Land (the “***Improvements***”), and (iii) all easements, interests, rights and privileges benefiting or appurtenant to the Land, including, but not limited to, all right, title and interest of Borrower in and to any land lying in the bed of any highway, street, road or avenue, existing or proposed, in front of or abutting or adjoining the Land and all right, title and interest of Borrower in and to any unpaid award for the taking by eminent domain of any part of the Land or the Improvements or for damage thereto by reason of a change of grade of any highway, street, road or avenue (the “***Appurtenances***” and together with the Land and Improvements, the “***Real Property***”);

(b). Personal Property. To the extent assignable, all of Borrower’s rights and interests in the following personal property now or hereafter in existence as of the Closing Date and owned by Borrower and used solely in the ownership, use, operation, occupancy, maintenance or development of the Real Property (collectively, the “***Personal Property***”): (i) all licenses, permits, CON(s), certificates, approvals, authorizations and other governmental entitlements (the “***Permits***”); (ii) all reports, test results, environmental assessments, and surveys; (iii) all warranties and guaranties from manufacturers, contractors, subcontractors, suppliers and installers with respect to the Purchased Assets (“***Warranties***”); (iv) all trade names, trademarks, service marks, building and property names and building signs used in connection with the Real Property (the “***Tradenames***”); (v) all tenant lists and files with respect to current tenants; (vi) architectural drawings, plans and specifications and as-built drawings for the Purchased Assets; (vii) advertising material; (viii) telephone exchange numbers, websites and domain names; (ix) any development rights; and (v) all equipment and other tangible personal property now or hereafter located on or in the Real Property;

(c). Leases. All of Borrower’s interest in all leases, licenses and other occupancy agreements together with all associated amendments, modifications, extensions or supplements to such leases, licenses, or other occupancy agreements, and any other lease, license or occupancy agreement entered into in accordance with the terms of this Agreement prior to the Closing Date (collectively, the “***Leases***”) with all persons or entities occupying the Real Property or any part of the Real Property pursuant to the Leases (“***Tenants***”), together with the following (collectively, the “***Supplemental Lease Rights***”): (i) all security deposits, prepaid rent, guaranties, letters of credit and other similar charges and credit enhancements providing additional security for the Leases; and

(ii) the accrued and unpaid rent or any other non-current sums due and owing from Tenants on or prior to the Closing Date (excluding payments due as of the Closing Date from Georgia Medicaid's Community Care Services Program); and

(d). Contracts. To the extent assignable, all of Borrower's rights and interest in all equipment leases, service, utility, supply, maintenance, and concession contracts, and other continuing contractual obligations (but excluding insurance contracts, claims and policies) affecting the use, operation, maintenance, development and repair of the Purchased Assets which shall extend beyond the Closing Date and which the Purchaser elects to assume in accordance with this Agreement (the "***Contracts***");

(e). Medicaid/Other Payors. Facility's Medicaid provider numbers and all rights under the corresponding Medicaid provider agreements, to the extent transferable. To the extent assignable and notwithstanding Section 1.03 or anything else contained in this Agreement, all amounts payable to the Facility or payable by the Facility in respect of third party payors pursuant to retrospective settlements and all appeals and appeal rights of Facility relating to such settlements, including cost report settlements, for periods prior to the Closing Date. Notwithstanding the foregoing, all outstanding cost report settlement amounts due and owing and known by the Facility on the Closing Date, if any, will be paid by Seller on the Closing Date or immediately thereafter out of the Purchase Price, and thereafter the parties acknowledge and agree that any and all other cost report settlement amounts shall be the property of, or the obligation of, as applicable, the Purchaser.

Provided, however, that for the avoidance of doubt, the foregoing shall not include the Excluded Assets, as defined in **Schedule 1.02** of this Agreement.

SCHEDULE 1.02
EXCLUDED ASSETS

1. Any and all claims and causes of action of the Receivership Entities and Receivership Estate, including, but not limited to, the imposition of constructive trusts, disgorgement of profits, asset turnover, avoidance of fraudulent transfers, rescission and restitution, and the collection of debts. Any and all claims and causes of action relating to or arising out of the Bonds, Bond Documents, and issuance of the Bonds.

2. Payments due as of the Closing Date from Georgia Medicaid's Community Care Service Program.

3. Any and all cash, cash equivalents, bank accounts, deposit accounts, credits, prepaid expenses, deposits, deferred charges, advance payments, security deposits, prepaid items, funds, securities, investment accounts, accounts receivable, notes, notes receivable, mortgages, security interests, income, revenues derived from the Facility, insurance claims, insurance proceeds, other than amounts to be transferred to Purchaser in accordance with Section 15.10 of this Agreement.

SCHEDULE 1.03
ASSUMED LIABILITIES

1. Resident Leases
2. US Foods, Inc. Dishwasher Lease
3. Easy Ice, LLC Ice Machine Lease

SCHEDULE 1.09
ANCILLARY PERMITS AND APPROVALS

1. CLIA Certificate of Waiver - Certificate No. 11D0695782
2. Food Service Permit
3. Business / Occupation Tax Certificate
4. Certificate of Occupancy
5. Fire Safety Inspection Permit
6. Boiler Permit(s)
7. Local Business Occupational License Tax Permit

SCHEDULE 7.01(o)
LEASED PERSONAL PROPERTY

<u>Name of Lessor</u>	<u>Item Description</u>	<u>Location of Equipment.</u>
<u>Leased Equipment</u>		
US Foods, Inc.	Dishwasher	621 N. Cherokee Road, Social Circle, GA
Easy Ice, LLC	Ice Machine	621 N. Cherokee Road, Social Circle, GA