



State of Tennessee  
Health Facilities Commission  
Andrew Jackson State Building  
502 Deaderick Street, 9<sup>th</sup> Floor, Nashville, TN 37243  
[www.tn.gov/hfc](http://www.tn.gov/hfc) Phone: 615-741-7221

February 18, 2026

Sent Via Email

Clover Hill Senior Living  
c/o Tayler Chambless ([Tayler.Chambless@hklaw.com](mailto:Tayler.Chambless@hklaw.com))  
11 Union Street, Suite 2700  
Nashville, Tennessee 37219

Facility Type: Assisted Care Living Facility  
License Number: 423

Dear Tayler Chambless:

It is my pleasure to inform you that your application for change of ownership of Clover Hill Senior Living located at 2317 US 411 South, Maryville, TN 37801 has been initially approved effective February 1, 2026. The license number shall be 423. For this initial approval to become final and permanent, your application must be ratified by the Commission pursuant to T.C.A. §68-11-206. The Commission will consider your application at its next meeting, scheduled for March 25, 2026. **You are hereby authorized to commence operation pending the final decision of the Commission.** No further action is necessary on your part currently.

If the Commission **does** ratify the approval of your application, the license number listed above will become your permanent license number and a letter will be forwarded to you within three (3) business days, notifying you of the Commission's final decision.

If the Commission **does not** ratify the initial approval of your application, a letter will be forwarded to you providing an explanation and specific instructions as to any action(s) you may take to have the decision reviewed, at which time this authorization shall cease to be effective.

Please contact me if I can be of further assistance.

Sincerely,

*Maddison Fauth*

Maddison Fauth, ASA II  
Health Facilities Commission  
Phone: 615-741-7300  
Email: [Maddison.Fauth@tn.gov](mailto:Maddison.Fauth@tn.gov)

cc: East Tennessee Regional Office



RECEIVED DEC 03 2025

ETRO  
ITSD  
Plans

**ASSISTED CARE LIVING FACILITY  
APPLICATION FOR CHANGE OF OWNERSHIP**

All applicable laws, rules, policies, and guidelines affecting your practice are available for viewing at <https://www.tn.gov/hfc/division-of-licensure-and-regulation/hfc-licensure/licensure-applications.html>. Please check this website periodically for updates.

Name of the Facility/Agency Spring Arbor of Clover Hill

**Location of the Facility**

Street 2317 US 441 City Maryville

County Blount State Tennessee Zip 37801

Telephone Number (865) 238-5338 Fax Number ( ) N/A

Twenty-four (24) Hour Emergency Telephone Number ( ) 865-238-5338

E-Mail Address legalnotice@nhireit.com

Total Bed Capacity 57

Does the facility have a secured unit? Yes  No  Number of Secured Beds 57

**Administrator Information**

Administrator Fred Samuel Wheeler

Certificate number or Nursing Home Administrator Number 2282

Have you (Administrator) ever been convicted of a crime involving injury or harm to person(s), financial or business management (e.g., assault, battery, robbery, embezzlement or fraud)? Yes  No

If yes, what charge(s)? N/A

Location of Conviction N/A Date N/A  
(City) (County) (State)

**Mailing address if different from the Facility location address**

Name Spring Arbor of Clover Hill

Street c/o National Health Investors, Inc., 222 Robert Rose Drive

City Murfreesboro State TN Zip 37129

**Ownership of Building**

Name NHI PropCo Maryville TN, LLC Telephone Number ( 615 ) 890-9100

Street c/o National Health Investors, Inc., 222 Robert Rose Drive

City Murfreesboro State TN Zip 37129

**FEE SCHEDULE (FEES ARE NON-REFUNDABLE)**

<u>Bed Capacity</u>	<u>Fee</u>	<u>Bed Capacity</u>	<u>Fee</u>
Less than 25	\$1,040	100 thru 124	\$2,080
25 thru 49	\$1,300	125 thru 149	\$2,340
X 50 thru 74	\$1,560	150 thru 174	\$2,600
75 thru 99	\$1,820	175 thru 199	\$2,860

*Facilities with 200 beds or more shall pay a flat rate of \$2,860 + \$200 for each additional 25 beds or fraction thereof (i.e., 200-224 pays \$3,060; 225-249 pays \$3,260).*

**OWNERSHIP OF BUSINESS**

1. a. Check the type of Legal Entity:

Individual \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ Limited Liability Company  X   
Church Related \_\_\_\_\_ Government/County \_\_\_\_\_ Other \_\_\_\_\_

b. Check One:  X  For Profit \_\_\_\_\_ Non-profit \_\_\_\_\_

c. Legal Entity checked in 1.a:

Name  NHI OpCo Maryville TN, LLC  Phone Number (  615  )  890-9100   
Address  c/o National Health Investors, Inc., 222 Robert Rose Drive, Murfreesboro, TN 37129

d. List name(s) and address(es) of individual owners, partners, directors of the corporation, or head of the governmental entity:

Eric Mendelsohn, President, c/o National Health Investors, Inc., 222 Robert Rose Drive, Murfreesboro, TN 37129

<u>Name</u>	<u>Street</u>	<u>City, State, Zip</u>
<u> Kevin Pascoe, Exec. Vice President, c/o National Health Investors, Inc., 222 Robert Rose Dr., Murfreesboro, TN 37129 </u>		
<u> Name </u>	<u> Street </u>	<u> City, State, Zip </u>

(If additional space is needed, please use a separate sheet.) PLEASE SEE ATTACHED

e. If a government/county owned facility, does the administrator have authority to act on behalf of the government/county as it relates to the operation of this facility? Yes \_\_\_\_\_ No \_\_\_\_\_ N/A

f. If no to e., who has said authority?  N/A

2. a. In accordance with Rule 0720-26-.03, is this CHOW a lease of operation? Yes \_\_\_\_\_ No  X

b. If yes, please provide the lessor's information below:

Name  N/A - landlord property lease only  Phone Number (      )  N/A   
Address  N/A

3. a. Is your facility/organization accredited by a **federally approved** accrediting body including but not limited to JCAHO, CARF, etc.? **Provide proof of accreditation.**

Yes \_\_\_\_\_ No  X  Expiration Date  N/A

4. Is this facility chain affiliated? Yes  X  No \_\_\_\_\_

5. If you have a parent company, please provide the information:

Name  NHI SH OpCo 4, LLC  Telephone Number (  615  )  890-9100   
Address  c/o National Health Investors, Inc., 222 Robert Rose Drive, Murfreesboro, TN 37129



(Note: This would include involuntary termination of a nursing facility or skilled nursing facility by the Centers for Medicare and Medicaid Services (CMS) or state Medicaid agency).

**e. Fraud and Abuse**

i) Paid through settlement, or civil or criminal fines, any monies to the federal government or any state as a result of any administrative or judicial proceeding based on allegations of fraud or abuse involving claims related to the provision of health care items and services? Yes \_\_\_\_\_ No X

**f. Corporate Integrity Agreement**

i) Is presently an entity covered by and subject the terms of a corporate integrity agreement? Yes \_\_\_\_\_ No X

(Note: If yes, provide a copy of CIA)

**g. Bankruptcy**

i) Filed bankruptcy under any provision of the United States Bankruptcy Code? Yes \_\_\_\_\_ No X

**h. Civil Monetary Penalty(CMP)**

i) Paid to the Centers for Medicare and Medicaid Services or any state Medicaid agency a civil money penalty equal to or greater than \$250,000.00 as a result of an enforcement action during a survey? Yes \_\_\_\_\_ No X

*Failure to provide true and correct copies of any documents related to the items list in 9(a-h) listed above may be grounds for referral of the application for special consideration, and/or may be grounds for disciplines.*

*If the applicant answered "Yes" to any of the questions (a)-(h) above, please provide copies of any documentation associated with the event and/or sanction. The documentation should provide the Health Facilities Commission with sufficient information regarding the nature of the event and/or sanction, the current status of the issue, as well as details regarding what corrective action have been implemented (as applicable).*

**VERIFICATION BY NOTARY PUBLIC**

Signee for application certifies that he or she is of responsible character and able to comply with the minimum standards and regulations established by Tennessee pertaining to the type of facility or agency for which application for licensure is made and with the rules promulgated under Tennessee Code Annotated (TCA) §68-11-201.

Signee also certifies that a policy has been implemented to inform all employees of their obligation under TCA §71-6-103 to report incidents of abuse or neglect.

Signee acknowledges that the State of Tennessee may share information regarding the activities and compliance of the licensee, if the submitted CHOW application is a lessor and/or lessee transaction as described in the above Ownership of Business section of this application.

Kevin Pascoe  
Applicant Signature

Executive Vice President  
Title

11.24.2025  
Date

STATE OF TENNESSEE

County of Rutherford

The above named applicant (print name) Kevin Pascoe, being by me duly sworn on his/her oath, deposes and says that he/she has read the forgoing application and knows the contents thereof: that the statements concerning the above named facility or agency, therein contained, are correct and true to his/her own knowledge.

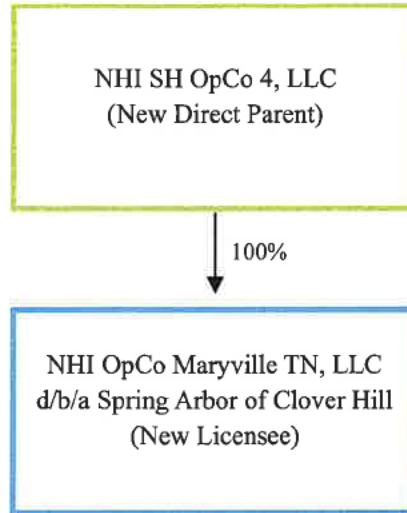
Subscribed to and sworn to on this 24th day of November 2025  
Month Year

Notary Public: Jacinda Boyte

My commission expires: 9.26.2029



**Post-Close Organization Chart**



<b>New Licensee</b>	Spring Arbor of Clover Hill (Legal Entity: NHI OpCo Maryville TN, LLC)
<b>New Direct Parent Owner of Licensee</b>	NHI SH OpCo 4, LLC
<b>Real Property Owner/Landlord</b>	NHI PropCo Maryville TN, LLC
<b>New Manager</b>	Allegro Living Management, LLC

**ASSISTED CARE LIVING FACILITY**  
**APPLICATION FOR CHANGE OF OWNERSHIP**  
**ATTACHMENT**

Spring Arbor of Clover Hill - 2317 US-441, Maryville, TN 37801

**OWNERSHIP OF BUSINESS**

1.d. – List name(s) and address(es) of individual owners, partners, directors of the corporation, or head of the governmental entity:

Beth Blankenship, Secretary, c/o National Health Investors, Inc., 222 Robert Rose Drive, Murfreesboro, TN 37129

Name

Street

City, State, Zip

7.b. – List of names and addresses of the facilities the owner of the disclosing entity also owns in Tennessee and/or other states. *None.*

# Holland & Knight

Nashville City Center | 11 Union Street, Suite 2700 | Nashville, Tennessee 37219 | T +1.615.244.6380 | F +1.615.244.6804  
Holland & Knight LLP | www.hklaw.com

Taylor Chambless  
+1 615-850-8737  
Taylor.Chambless@hklaw.com

RECEIVED DEC 03 2025

November 25, 2025

*Via Overnight Mail*

Health Facilities Commission  
665 Mainstream Drive, Second Floor  
Nashville, Tennessee 37228-1254

**Re: Letter of Intent, Assisted Care Living Facility Change of Ownership  
Application - Spring Arbor of Clover Hill**

To Whom it May Concern:

This Letter of Intent, and the enclosed Assisted Care Living Facility Change of Ownership Application (the "Application"), is submitted on behalf of NHI OpCo Maryville TN, LLC d/b/a Spring Arbor of Clover Hill (the "Applicant"), and pertains to Applicant's anticipated purchase of an assisted care living facility located at 2317 US 441, Maryville, TN 37801 (the "Facility"), currently License No. 423. On or about February 1, 2026, Applicant intends to acquire 100% of the Facility operations from Dominion Maryville, LLC d/b/a Clover Hill Senior Living (the "Transaction"). The Applicant would become the Facility's sole owner. For reference, please see the enclosed post-close organization chart.

Concurrently with the Transaction, both the management company and ownership of the real property will change. As a result, the Applicant will sign a lease agreement with the new property owner, NHI PropCo Maryville TN, LLC (the "Landlord") and enter into a new management agreement with Allegro Living Management, LLC (the "Manager"). Please note that the enclosed lease and management company agreements are draft versions, which may be subject to change. We will provide copies of the final executed versions immediately upon execution.

The Applicant respectfully requests that the license be approved and made effective on February 1, 2026, upon closing. We will provide a copy of the Bill of Sale immediately upon consummation of the Transaction. Our understanding from discussions with your office is that, if approval remains pending at closing, the Applicant may continue operating the Facility to prevent disruption to operations and residents.

November 25, 2025

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Should you have any questions, please do not hesitate to contact me at [Tayler.Chambless@hklaw.com](mailto:Tayler.Chambless@hklaw.com) or (615) 850-8737.

Sincerely yours,

HOLLAND & KNIGHT LLP

A handwritten signature in black ink, appearing to read "Tayler Chambless", with a long horizontal flourish extending to the right.

Tayler Chambless

TC:ph



**CHANGE OF OWNERSHIP (CHOW) APPROVAL/DENIAL FORM**  
**(For Health Facilities Commission USE ONLY)**

**Instructions:** This form is to be completed upon receipt of a CHOW application for all facility types. The effective date of a change of ownership will be the date the closing documents are signed & dated by seller/buyer or lessee; or the date recommended by the Regional Office if occurring after the date of the signed closing documents.

Facility Type: Assisted Care Living Facility #423 County: Blount

Facility Name (Current D/B/A): Clover Senior Living

Facility Name (New D/B/A if applicable): Spring Arbor of Clover Hill

Street Address: 2317 Highway 411 South

City/State/Zip Code: Maryville, TN 37801

Health Licensure Last Survey Date: 12/3/25 Annual or Complaint (circle one) Survey  
\*\*Review of three (3) year survey history including both annual and/or complaint surveys

Outstanding Complaint(s): Y or N (circle one; if yes, proceed to next question)

Number of Outstanding Complaint(s): n/a

Date(s) of Outstanding Complaint(s): n/a

Life Safety Last Survey Date: 3/26/25 Annual or Complaint (circle one) Survey  
\*\*Review of three (3) year survey history including both annual and/or complaint surveys

Outstanding Complaint(s): Y or N (circle one; if yes, proceed to next question)

Number of Outstanding Complaint(s): n/a

Date(s) of Outstanding Complaint(s): n/a

Approved: X Denied: \_\_\_\_\_

Reason for denial: \_\_\_\_\_

Recommended CHOW Approval Date: February 1, 2026

[Signature]  
Regional Administrator Signature

12-15-25  
Date



**State of Tennessee**  
**Health Facilities Commission**

665 Mainstream Drive, 2<sup>nd</sup> Floor, Nashville, TN 37243  
www.tn.gov/hsda Phone: 615-741-7221

---

**Attorney/Work Product - Privileged and Confidential**

**OFFICE OF LEGAL SERVICES MEMORANDUM**

DATE: December 5, 2025

TO: Nathaniel Flinchbaugh  
Lisa Williams

FROM: Maddison Fauth

SUBJECT: CHOW

A change of ownership is to occur on February 1, 2026, Clover Hill Senior Living located at 2317 US 411 South, Maryville, Tennessee 37801 (ACLF License 423). This facility is currently owned by Dominion Maryville, LLC d/b/a Clover Hill Senior Living. The change of ownership applicant is NHI OpCo Maryville TN, LLC d/b/a Spring Arbor of Clover Hill.

Please review your files to determine if there have been any disciplinary action(s) rendered or open cases in the Office of Legal Services for the current licensed facility/owner.

To complete the recommendation for change of ownership, please indicate below approval or denial with rationale for denial.

Approval:  X

Denial: \_\_\_\_\_

Denial Rationale:  License is currently on probation.   
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OLS Representative Signature:  Nathaniel E Flinchbaugh, Esq

Date:  December 5, 2025

If you have any questions, please call me at 615-741-7300.

**BLANKET CONVEYANCE, BILL OF SALE AND ASSIGNMENT**

THE STATE OF TENNESSEE

§

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BLOUNT

§

That concurrently with the execution and delivery hereof, **DOMINION MARYVILLE, LLC**, a Tennessee limited liability company (“Assignor”), is conveying to **NHI OPCO MARYVILLE TN, LLC**, a Delaware limited liability company (“Assignee”), by Special Warranty Deed (the “Deed”), that certain tract of land more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the “Property”). Unless otherwise defined herein, all initially capitalized terms shall have the respective meanings ascribed to such terms in that certain Purchase and Sale Agreement, dated February 1, 2026 (the “Purchase Agreement”), by and between Assignor and Assignee with respect to the conveyance of the Property.

Assignor hereby assigns, transfers and conveys to Assignee (A) the Personal Property, (B) the Vehicles used in connection with the Property and identified with the Property on Schedule 8.1(w) of the Purchase Agreement, (C) all inventory and supplies located at the Facility on the Property and used in the operation of the Facility, (D) the Resident Agreements relating to the Facility, (E) the Commercial Leases relating to the Facility, (F) to the extent assignable, the rights to all trade names and trademarks associated with the Real Property; provided, however, that the name “Dominion Senior Living” and any trade names or trademarks associated therewith are not being assigned and shall remain the property of Seller or Dominion Senior Living, LLC, as applicable, and (G) the Licenses pertaining to the use or occupancy of the Property (collectively, the “Assigned Properties”).

NOW, THEREFORE, in consideration of the receipt of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor, Assignor does hereby BARGAIN, ASSIGN, TRANSFER, SET OVER, CONVEY and DELIVER to Assignee, its successors, legal representatives and assigns, all of the Assigned Properties.

TO HAVE AND TO HOLD the Assigned Properties, together with any and all rights and appurtenance thereto in anywise belonging to Assignor unto Assignee, its successors and assigns FOREVER, and Assignor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular Assigned Properties unto Assignee, its successors and assigns, against every person lawfully claiming or to claim the same or any part thereof by, through or under Assignor, but not otherwise.

Assignor indemnifies Assignee from any claims applicable to the Assigned Properties with respect to the period prior to the date hereof. Assignee hereby agrees to indemnify, save and hold harmless Assignor from and against any and all losses, liabilities, claims, or causes of action (including reasonable attorneys’ fees) arising or accruing with respect to the Assigned Properties on or after the date hereof.

ASSIGNEE ACKNOWLEDGES THAT ASSIGNOR, TO THE EXTENT ASSIGNABLE, IS TRANSFERRING, CONVEYING AND ASSIGNING AND ASSIGNEE IS ACQUIRING SUCH ASSIGNED PROPERTIES ON AN “AS IS WITH ALL FAULTS” BASIS AND THAT OTHER THAN ANY REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT, ASSIGNEE IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM ASSIGNOR, ITS AGENTS, OR BROKERS AS TO ANY MATTERS CONCERNING SUCH PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES AS TO TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THAT ASSIGNOR OWNS THE ASSIGNED PROPERTIES FREE AND CLEAR OF ANY LIENS.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor has executed this instrument as of the 1st day of February, 2026.

**ASSIGNOR:**

**DOMINION MARYVILLE, LLC**

By: 

Print Name: Mark D. Taylor

Title: President

**ASSIGNEE:**

**NHI OPCO MARYVILLE TN, LLC**

By: Kevin Pascoe  
Print Name: Kevin Pascoe  
Title: EVP

**Exhibit A**

Real Property Description

Situated in District Six (6) of Blount County, Tennessee, within the corporate limits of the City of Maryville, Tennessee, and being more particularly bounded and described as follows:

Beginning at a stake on the North side of State Highway No. 33; thence with said highway, North 56 deg. East a distance of 300 feet to a stake, corner with property now or formerly belonging to Ellis; thence with Ellis's line, North 34 deg. West a distance of 456 feet to a stake, corner with property now or formerly belonging to Wallace; thence with Wallace's line, South 76 deg. West a distance of 318 feet to a corner on Wallace's line; thence South 34 deg. East a distance 567 feet to the beginning.

Included in the foregoing description, but expressly excluded therefrom, is property conveyed to State of Tennessee, by Deed of record in Deed Book 566, Page 723, in the Register's Office of Blount County, Tennessee.

Being the same property conveyed to Dominion Maryville, LLC, a Tennessee limited liability company, by Deed from Wanda Strickland Peters, an unmarried widow, of record in Record Book 2401, Page 1939, in the Register's Office of Blount County, Tennessee.

**FACILITY MANAGEMENT AGREEMENT**

**by and between**

**EACH OF THE ENTITIES DESCRIBED IN EXHIBIT A AS “TENANT”**

**as Tenant**

**and**

**ALLEGRO LIVING MANAGEMENT, LLC**

**as Manager**

**Dated as of February 1, 2026**

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## **LIST OF EXHIBITS**

<b><u>EXHIBIT A</u></b>	List of Facilities
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## FACILITY MANAGEMENT AGREEMENT

**THIS FACILITY MANAGEMENT AGREEMENT** is executed this 1<sup>st</sup> day of February, 2026 (the “Effective Date”), by and between each of the entities set forth on **Exhibit A** hereto under the heading “Tenant” (individually or collectively, as the context requires, “Tenant”) and Allegro Living Management, LLC, a Delaware limited liability company (“Manager”). Tenant and Manager are sometimes collectively referred to as the “Parties” and each, a “Party”.

**WHEREAS**, prior to the Effective Date, each of the entities listed on **Exhibit A** under the heading “Owner”, each a Delaware limited liability company (individually or collectively as the context requires, “Owner”) purchased the senior housing facilities listed next to such Owner on **Exhibit A** hereto (each, a “Facility” and, collectively, the “Facilities”) pursuant to that certain Purchase and Sale Agreement, dated February 1, 2026, by and among Dominion Athens, LLC, a Tennessee limited liability company, Dominion Bristol, LLC, a Tennessee limited liability company, Dominion Crossville, LLC, a Tennessee limited liability company, Dominion Wellspring Sevierville, LLC, a Tennessee limited liability company, Dominion Maryville, LLC, a Tennessee limited liability company, Dominion Anderson, LLC, a Tennessee limited liability company, Dominion Frankfort, LLC, a Kentucky limited liability company, Dominion Florence, LLC, a Kentucky limited liability company, Dominion Richmond, LLC, a Kentucky limited liability company, and Owner (the “Purchase Agreement”);

**WHEREAS**, Owner has leased the Facilities to Tenant pursuant to a Master Lease Agreement, dated as of February 1, 2026 (as the same may be amended, modified, supplemented or restated from time to time, the “Master Lease”);

**WHEREAS**, Manager is in the business of managing and operating properties similar to the Facilities, and Manager possesses the personnel, skills and experience necessary for the effective and efficient first-class management and operation of the Facilities; and

**WHEREAS**, Tenant wishes to appoint Manager as the manager of the Facilities, and Manager desires to operate the Facilities, all subject to and upon the terms and conditions herein set forth.

**NOW, THEREFORE**, the Parties agree as follows:

### ARTICLE I DEFINITIONS

1.01 Definitions. The following terms shall have the meanings set forth below when used in this Agreement.

(a) 2026 NHI Yield. The term “2026 NHI Yield” shall mean, for the remainder of the calendar year ending December 31, 2026, the quotient determined by dividing (i) the aggregate EBITDAR for the Facilities for period by (ii) the product of (A) the Facilities Value *divided by* 365 (the “Per Day Facilities Value”) *multiplied by* (B) the number of days (inclusive) between the Effective Date and December 31, 2026.

(b) 2026 Threshold Yield. The term “2026 Threshold Yield” shall mean eight and one-quarter percent (8.25%).

(c) Additional Agreements. The term “Additional Agreements” shall have the meaning given such term in Section 4.15.

(d) Accounting Period. The term “Accounting Period” shall mean and refer to a calendar month.

(e) Adverse REIT Result. The term “Adverse REIT Result” shall have the meaning given such term in Section 14.01(c).

(f) Affiliate. The term “Affiliate” shall mean, with respect to any Person, (i) any other Person that, directly or indirectly, Controls, is under common Control with or is Controlled by such Person or (ii) any officer, director, general partner, managing member, or trustee of such Person or of any Person that Controls such Person.

(g) Agreement. The term “Agreement” shall mean this Facility Management Agreement between Tenant and Manager, as may be amended pursuant to any amendments hereto from time to time agreed to in writing by the Parties.

(h) Approved Budgets. The term “Approved Budgets” shall mean the Approved Operating Budgets and the Approved CapEx Budgets, collectively.

(i) Approved CapEx Budget. The term “Approved CapEx Budget” shall mean each Approved CapEx Budget attached hereto as Exhibit B-1 for the remainder of 2026. Thereafter, the term “Approved CapEx Budget” shall mean each Proposed CapEx Budget approved pursuant to Section 7.01(a).

(j) Approved Operating Budget. The term “Approved Operating Budget” shall mean each Approved Operating Budget attached hereto as Exhibit B-2 for the remainder of 2026. Thereafter, the term “Approved Operating Budget” shall mean each Proposed Operating Budget approved pursuant to Section 7.01(a).

(k) Available Cash. The term “Available Cash” shall mean all cash available to Manager through Net Collected Facility Revenues and in the Operating Accounts, which amount shall be supplemented by Tenant contribution pursuant to Section 4.09.

(l) Bankruptcy. The term “Bankruptcy” shall mean:

(i) the entry of an order for relief (or similar court order) against Manager which authorizes a case brought under Chapter 7, 11 or 13 of Title 11 of the United States Code (or successors to such Chapters and Title) to proceed if such proceeding is not dismissed within ninety (90) days after the commencement thereof;

(ii) the commencement of a federal, state or foreign bankruptcy, insolvency, reorganization, arrangement or liquidation proceeding by Manager (or any Affiliate of Manager);

(iii) the commencement of an involuntary federal, state or foreign bankruptcy, insolvency, reorganization, arrangement or liquidation proceeding against Manager or the appointment of a trustee, receiver or liquidator of Manager or of all or any substantial all of its property if such proceeding is not dismissed within ninety (90) days after the commencement thereof;

(iv) the entry of a court decree or court order:

- (A) adjudging Manager insolvent under any federal, state or foreign law relating to bankruptcy, insolvency, reorganization, arrangement, liquidation, receivership or the like;
- (B) approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of, or in respect of, Manager or its owned properties under any federal, state or foreign law relating to insolvency, reorganization, arrangement, liquidation, receivership or the like if such proceeding is not dismissed within ninety (90) days after the commencement thereof;
- (C) appointing a receiver, liquidator, assignee, trustee, conservator or sequester (or other similar official) of Manager, or of all, or of a substantial part, of Manager's owned properties; or
- (D) ordering the winding up, dissolution or liquidation of the affairs of Manager;

(v) the consent by Manager, or the filing of an answer acquiescing to, or failing to contest the institution against it of any proceeding of the type described in subsection (iv)(A) through (iv)(D);

(vi) the consent by Manager, or the filing of an answer acquiescing to, or failing to contest the appointment of a receiver, liquidator, assignee, trustee, conservator or sequester (or other similar official) of Manager, of all, or of a substantial part, of its owned properties; or

(vii) the making by Manager of an assignment for the benefit of creditors, or the admission in writing by Manager of its inability to pay its debts generally as they come due.

(m) Base Management Fee. The term "Base Management Fee" shall have the meaning given such term in Section 3.01.

(n) Capital Expenditures. The term "Capital Expenditures" shall mean capital expenditures with respect to the Facilities classified as such in accordance with GAAP.

(o) Code. The term "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time (including corresponding provisions of subsequent revenue laws).

(p) Competing Facility. The term "Competing Facility" shall have the meaning given such term in Section 15.06(a).

(q) Control. The term "Control" (including the correlative meanings of the terms "Controlling", "Controlled by", and "under common Control with" as used with respect to any Person), shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person whether through the ownership of voting securities, by contract, or otherwise.

(r) Controller. The term "Controller" shall have the meaning given such term in the Data Processing Agreement.

(s) Controlling Party. The term “Controlling Party” shall have the meaning given such term in Section 14.06(a).

(t) Coordination Deadline. The term “Coordination Deadline” shall have the meaning given such term in Section 4.15.

(u) Covered Data. The term “Covered Data” shall have the meaning given such term in Section 4.13(c).

(v) Covered Person. The term “Covered Person” shall mean any Entity subject to HIPAA requirements.

(w) Data Processing Agreement. The term “Data Processing Agreement” shall mean that certain Data Processing Agreement entered into between NHI or its Affiliate and Manager or its Affiliate, as the same may be amended, restated, modified or supplemented from time to time.

(x) Data Protection Requirements. The term “Data Protection Requirements” shall have the meaning given such term in Section 4.13(d).

(y) Data Safeguards. The term “Data Safeguards” shall have the meaning given such term in Section 4.13.

(z) EBITDAR. The term “EBITDAR”, for any period, shall mean Facility Revenue for such period less Facility Expenses (which Facility Expenses shall exclude any Incentive Management Fees, debt service, taxes other than property taxes, all rents payable in accordance with the Master Lease and all Capital Expenditures set forth in the Approved CapEx Budget) for such period.

(aa) Effective Date. The term “Effective Date” shall have the meaning given such term in the preamble to this Agreement.

(bb) Eligible Independent Contractor. The term “Eligible Independent Contractor” shall mean a Person that qualifies as an “eligible independent contractor” under Code Section 856(d)(9)(A) and the regulations promulgated thereunder.

(cc) Emergency. The term “Emergency” shall have the meaning given such term in Section 7.02.

(dd) Entity. The term “Entity” shall mean any corporation, general or limited partnership, limited liability company, partnership, stock company or association, joint venture, association, company, trust, bank, trust company, land trust, business trust, cooperative, any Governmental Authority or political subdivision thereof or any other entity that is not a natural person.

(ee) Exception Documents. The term “Exception Documents” shall have the meaning given such term in Section 4.15.

(ff) Excluded Expenses. The term “Excluded Expenses” shall mean the following:

(i) Except as set forth in this definition or as otherwise expressly agreed to by Tenant, costs incurred by Manager or any Affiliate for any personnel not employed at the

Facilities or whose services are not entirely allocable to the Facilities (including, without limitation, Manager's Home Office Employees and Manager's regional supervisory employees), such costs to include salary and wages, payroll taxes, workers' compensation, bonus compensation, incentive compensation, retirement plan payments, travel expenses, and other benefits (including, without limitation, non-incentive stock option grants and any bonus compensation) to such personnel; provided that, if personnel located at other facilities or who are Manager's regional supervisory employees or Home Office Employees are providing any services on a temporary basis at the Facilities, the budgeted salary for the Facilities' employee that would otherwise perform such service shall be charged to the Facilities as a Facility Expense (on an equitable pro rata basis);

(ii) Costs incurred by Manager for forms, papers, ledgers and other supplies, equipment, copying and telephone of any kind used in Manager's office at any location other than the Facilities;

(iii) Costs incurred by Manager for political or charitable contributions other than those expressly set forth in the Approved Budgets (provided that subject to Tenant's prior written approval, in Tenant's sole and absolute discretion, local based charitable contributions provided for public relations, marketing, and relevant business relationships shall be a Facility Expense);

(iv) Costs attributable to losses which are covered by any indemnity obligation of Manager under this Agreement, including, without limitation, any indemnity obligation under Section 14.05 of this Agreement;

(v) General overhead and accounting costs of Manager and, except as expressly agreed to by Tenant in writing, costs incurred by Manager or an Affiliate for training and hiring of Manager's Home Office Employees and Manager's regional supervisory employees, including but not limited to employment and employment agency fees;

(vi) Costs incurred by Manager for advertising expenses of Manager, other than (i) costs of marketing the Facilities for lease or occupancy, or (ii) costs of employment advertisements for positions at the Facilities;

(vii) Costs incurred by Manager for any in-house architect, engineer, accountant or other professional advisor or consultant employed by Manager (as distinct from third parties engaged for the performance of such services) except as expressly approved by Tenant in writing;

(viii) Costs incurred by Manager for Manager's Home Office Employees and Manager's regional supervisory employees for dues in professional organizations or for participating in industry conventions or meetings;

(ix) Any costs and expenses incurred in connection with or related to the management of properties or facilities other than the Facilities;

(x) Any costs and expenses incurred under service contracts covering both the Facilities and any other properties or facilities that are not Facilities (unless specifically and reasonably allocated to the Facilities on the basis of goods or services provided to the Facilities);

(xi) Any income, franchise, corporate, estate, inheritance, succession, capital levy or transfer tax imposed on or levied against Manager or with respect to fees paid to Manager; and

(xii) All other costs and expenses not described in Facility Expenses below and not otherwise (i) provided for in the Approved Budgets or any updates thereof approved by Tenant in accordance with the terms and conditions of this Agreement, (ii) expressly permitted by this Agreement (including expenditures permitted by and made in accordance with the terms of Section 7.02) or (iii) approved by Tenant (such approval not to be unreasonably withheld or delayed), which costs and expenses described in subsections (i) through (iii) shall, for the avoidance of doubt, be Facility Expenses.

(gg) Facilities. The term “Facilities” shall have the meaning given such term in the preamble to this Agreement.

(hh) Facilities Value. The term “Facility Value” shall mean, as of a certain date, (i) one hundred five million five hundred fifty four thousand two hundred thirty seven dollars (\$105,554,237) *plus* (ii) the aggregate amount of Capital Expenditures made as of any such measurement date at the Facilities between the Effective Date and such date; provided that if, prior to such date, an individual Facility has been sold by Owner or this Agreement has been terminated with respect to such Facility, the Facilities Value shall be adjusted downward by the amount set forth next to such Facility’s name on Exhibit A.

(ii) Facilities Yield. The term “Facilities Yield” shall mean, for any calendar year, the quotient determined by dividing the aggregate EBITDAR for all of the Facilities for such calendar year by the Facilities Value (as such EBITDAR and Facilities Value shall be reduced prior to or at the time of calculation to account for the sale of any Facility or the termination of this Agreement with respect to any such Facility).

(jj) Facility Agreements. The term “Facility Agreements” shall have the meaning given such term in Section 4.15.

(kk) Facility Expense. The term “Facility Expense” or “Facility Expenses,” as applicable, shall mean with respect to each Facility, (i) all ordinary and necessary expenses incurred in operating such Facility (including the Management Fees), costs related to the employment of the Facility employees, and all Capital Expenditures, in each case as such costs are provided for in the Approved Budgets, (ii) all Necessary Expenses, and (iii) such other costs and expenses as are approved in writing by Tenant; provided that “Facility Expenses” shall not include any Excluded Expenses (which shall be borne solely by Manager) or any interest expenses, depreciation, amortization or write downs or write offs of good will.

(ll) Facility Revenue. The term “Facility Revenue” shall mean, with respect to a Facility, all revenues derived from operating such Facility and all departments and parts thereof, calculated on an accrual basis of accounting consistent with GAAP, including but not limited to: income (from both cash and credit transactions, net of any fee therefor) from community fees, monthly rent and occupancy fees, service income, and any and all other fees and payments whatsoever received from Residents of the Facilities; income from food and beverage and catering sales; income from vending machines; and proceeds, if any, from business interruption insurance (but only to the extent it reimburses Tenant for lost income and not for additional or other expenses) or other loss of income insurance, all determined in accordance with GAAP; provided, however, that Facility Revenue shall not include (i) gratuities to Facility employees, (ii) federal, state or

municipal excise, sales or use taxes or similar taxes imposed at the point of sale and collected directly from Residents or guests of the Facilities or included as part of the sales price of any goods or services; (iii) proceeds from the sale of FF&E and any other capital asset; (iv) interest received or accrued with respect to the monies in any operating or reserve accounts of the Facilities; (v) proceeds of any financing or refinancing of the Facilities or any portion thereof; (vi) proceeds of any Insurance Policy (except loss of income insurance as provided above) or condemnation or other taking; (vii) any cash refunds, rebates or discounts to Residents of the Facilities, cash discounts and credits of a similar nature, given, paid or returned in the course of obtaining Facility Revenue or components thereof; (viii) proceeds from any sale of the Facilities or any other capital transaction; (ix) Resident funds on deposit (including any rents paid more than one (1) month in advance) or security deposits until such time as the same are applied to current fees due for services rendered from, or rent due to, the Facilities; (x) awards of damages, settlement proceeds and other payments received by Tenant in respect of any litigation other than litigation to collect fees due for services rendered from the Facilities; (xi) tax refunds or other refunds of previously paid expenses, (xii) sums paid by commercial owners for leasehold improvements; (xiii) payments under any policy of title insurance; (xiv) any and all pass through amounts for which Manager is merely acting as a collection agent (provided that any community fees or deposits that are refunded to a Resident shall be credited against Facility Revenue during the month in which such refunds are made, if previously included in Facility Revenue) and (xv) all write offs and expenses for bad debt.

(mm) FF&E. The term “FF&E” shall mean all items of personal property, excluding personal property of commercial tenants and residents, that are located at each Facility, including, but not limited to: (a) all equipment, machinery, fixtures, and other items of property, now or hereafter permanently affixed to or incorporated into such Facility, including, without limitation, all furnaces, boilers, heaters, electrical equipment, heating, plumbing, lighting, ventilating, refrigerating, incineration, air and water pollution control, waste disposal, air-cooling and air-conditioning systems and apparatus, sprinkler systems and fire and theft protection equipment, together with all replacements, modifications, alterations and additions thereto; (b) all furniture, furnishings, movable walls or partitions, computers or trade fixtures or other personal property of any kind or description used or useful in Tenant’s and Manager’s operations at such Facility, and all modifications, replacements, alterations and additions to such personal property; and (c) all linen, china, glassware, tableware, uniforms and similar items, whether used in connection with public space or Resident rooms.

(nn) GAAP. The term “GAAP” shall mean Generally Accepted Accounting Principles as adopted by the American Institute of Certified Public Accountants, as in effect from time to time and as applicable to public business entities.

(oo) Governmental Authority. The term “Governmental Authority” shall mean any federal, state, county or municipal government or political subdivision thereof, any legislative body, court, agency, authority, board (including, without limitation, health and long term care, environmental protection, planning and zoning), bureau, commission, department, office or instrumentality of any nature whatsoever or any governmental or quasi-governmental unit of the United States or the State or any county or any political subdivision of any of the foregoing, whether now or hereafter in existence, having jurisdiction over Manager or the Facilities or any portion thereof.

(pp) HIPAA. The term “HIPAA” shall mean collectively, and as may be amended from time-to-time, (i) the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, and (ii) their implementing regulations, including but not limited to the Privacy Rule and the Security Rule.

(qq) Home Office Employees. The term “Home Office Employees” shall have the meaning given such term in Section 4.06.

(rr) Incentive Management Fee. The term “Incentive Management Fee” shall have the meaning given such term in Section 3.02(a).

(ss) Initial Term. The term “Initial Term” shall have the meaning given such term in the definition of “Term”.

(tt) Indemnified Party. The term “Indemnified Party” shall have the meaning given such term in Section 14.06(a).

(uu) Indemnifying Party. The term “Indemnifying Party” shall have the meaning given such term in Section 14.06(a).

(vv) Intellectual Property. The term “Intellectual Property” shall mean (i) all Software developed and owned by Manager or an Affiliate of Manager; and (ii) all manuals, instructions, policies, procedures and directives issued by Manager to its employees at the Facilities regarding the procedures and techniques to be used in operation of the Facilities. The term “Intellectual Property” does not include the data and information stored or maintained on the Intellectual Property described in (i) above.

(ww) Inventories. The term “Inventories” shall mean all inventories, as such term is customarily used and defined in its most broad and inclusive sense including, but not limited to, all inventories of food, beverages and other consumables held by Tenant or Manager for sale or use at or from the Facilities, and soap, cleaning supplies, paper supplies, operating supplies, china, glassware, silver, linen, uniforms, building and maintenance supplies, spare parts and attic stock, medical supplies, drugs and all other such goods, wares and merchandise held by Tenant or Manager for sale to or for consumption by Residents and all such other goods returned to or repossessed by Tenant or Manager.

(xx) Key Executives. The term “Key Executives” means each of Douglas Schiffer, Kevin Maddron, Robert Karn and Zach Strunk.

(yy) Legal Requirements. The term “Legal Requirements” shall mean all federal, state, county, municipal and other governmental statutes, codes, laws, rules, orders, writs, regulations, ordinances, judgments, decrees and injunctions affecting the Facilities or the maintenance, construction, alteration or operation thereof, whether now or hereafter enacted or in existence, including, without limitation, all permits, licenses, authorizations, certificates and regulations necessary to operate each Facility for its Permitted Use.

(zz) Liability. The term “Liability” shall have the meaning given such term in Section 14.06(b).

(aaa) Licenses. The term “Licenses” shall mean all permits, licenses, approvals, consents, life safety certificates, zoning relief and other entitlements required for the operation, occupancy and leasing of the Facilities.

(bbb) Losses. The term “Losses” shall have the meaning given such term in Section 14.06(b).

(ccc) Management Fee. The term “Management Fee” shall mean together the Base Management Fee and the Incentive Management Fee.

(ddd) Management Services. The term “Management Services” shall mean the operational and personnel administration services described in this Agreement, which shall commence upon the Effective Date.

(eee) Manager. The term “Manager” shall have the meaning given such term in the preamble to this Agreement and shall include its successors and assigns expressly permitted hereunder.

(fff) Manager Change of Control. The term “Manager Change of Control” shall mean any transaction or series of related transactions in which (a) all or substantially all of the assets of Manager are directly or indirectly sold, assigned, hypothecated, pledged or otherwise transferred to a third party, (b) any transaction in which a third party acquires, directly or indirectly, more than ten percent (10%) of the voting power of Manager, (c) any transaction in which a competitor of NHI (other than any Person whose primary business is the management and operations of senior care living facilities) acquires, directly or indirectly, any voting power of, or equity in, Manager, (d) the failure of FC ASL Investment, LLC to own, in the aggregate (directly or indirectly), more than fifty percent (50%) of the entire issued share capital of Manager, or (e) the failure of two or more of the Key Executives to be executives of Manager within a twelve (12)-month period (it being understood that, in the event that a Key Executive ceases to be an executive of Manager and is replaced within ninety (90) days by an individual that is acceptable to Tenant in its sole discretion, such departure will not be deemed a failure of a Key Executive to be an executive of Manager under this clause (e)); provided that a transfer of limited partnership interest in Foundry Commercial Holdings, LP shall not be deemed a Manager Change of Control so long as the transferee of such interests is not a competitor of NHI and Foundry Commercial Partners, LLC remains the general partner of (and continues to hold at least fifty percent (51%) of the voting power and outstanding equity interests in) Foundry Commercial Holdings, LP.

(ggg) Manager Indemnified Matters. The term “Manager Indemnified Matters” shall have the meaning given such term in Section 14.05(a).

(hhh) Manager Indemnified Parties. The term “Manager Indemnified Parties” shall have the meaning given such term in Section 14.05(b).

(iii) Marketing Budget. The term “Marketing Budget” shall have the meaning given such term in Section 4.03(a).

(jjj) Marketing Services. The term “Marketing Services” shall have the meaning given such term in Section 4.03.

(kkk) Master Lease. The term “Master Lease” shall have the meaning given such term in the preamble of this Agreement.

(lll) Mortgage. The term “Mortgage” shall mean any mortgage, deed of trust or similar security instrument that is recorded against any Facility as security for a secured loan and/or any leasehold mortgage, deed of trust, or similar security instrument that is recorded against Tenant’s leasehold interest in any Facility as security for a secured loan.

(mmm) Necessary Expenses. The term “Necessary Expenses” shall mean all expenses to fund (a) debt service payments on any mortgage, (b) taxes, (c) utility charges (calculated on an accrual basis of accounting consistent with GAAP), (d) premiums and costs for insurance required to be carried by Manager for such Facility by this Agreement (in each case calculated on an accrual basis of accounting consistent with GAAP), (e) expenses incidental to compliance with any final court orders, judgments or other legal proceedings and all costs and expenses related thereto, and (f) other expenditures necessary to the extent required to comply with applicable Legal Requirements.

(nnn) Net Collected Facility Revenue. The term “Net Collected Facility Revenue” shall mean for the applicable period of time all Facility Revenue in the aggregate actually collected during such applicable period of time.

(ooo) NHI. The term “NHI” shall mean National Health Investors, Inc., a Maryland corporation.

(ppp) NHI Yield. The term “NHI Yield” shall mean, for any calendar year, the quotient determined by dividing the aggregate EBITDAR for the Facilities for such calendar year by the Facilities Value.

(qqq) Non-controlling Party. The term “Non-controlling Party” shall have the meaning given such term in Section 14.06(a).

(rrr) Non-Routine Capital Expenditures. The term “Non-Routine Capital Expenditures” shall have the meaning given such term in Section 10.03(a).

(sss) Operating Accounts. The term “Operating Accounts” shall have the meaning given such term in Section 5.02.

(ttt) OTA. The term “OTA” shall have the meaning given such term in Section 12.05.

(uuu) Owner. The term “Owner” shall have the meaning given such term in the preamble to this Agreement.

(vvv) Party. The terms “Party” and “Parties” shall have the meaning given such terms in the preamble of this Agreement.

(www) Permitted Use. The term “Permitted Use” shall mean use as an independent living, assisted living and/or memory care facility, as applicable, and for such other uses as may be necessary or incidental to such use, with appropriate amenities for the same, and for no other purpose.

(xxx) Person. The term “Person” shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person where the context so permits.

(yyy) Personal Data. The term “Personal Data” shall have the meaning given such term in Section 4.13(b).

(zzz) PHI. The term “PHI” shall mean Protected Health Information (as defined under HIPAA) of or regarding Residents.

(aaaa) Privacy Rule. The term “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR, Part 160 and Part 164, subparts A and E, which provides Federal law privacy protections for and restricts the use and disclosure of an individual’s PHI held by Covered Entities and their Business Associates (each as defined under HIPAA) and provides for individual rights with respect to their PHI.

(bbbb) Process. The term “Processing” or “Processed” shall have the meaning given such term in Section 4.13(a).

(cccc) Processor. The term “Processor” shall have the meaning given such term in the Data Processing Agreement.

(dddd) Proposed Budget. The term “Proposed Budget” shall have the meaning given such term in Section 7.01(a).

(eeee) Proposed CapEx Budget. The term “Proposed CapEx Budget” shall mean the capital budget submitted for Tenant approval pursuant to Section 7.01(a).

(ffff) Proposed Operating Budget. The term “Proposed Operating Budget” shall mean the revenue and expense budget submitted for Tenant approval pursuant to Section 7.01.

(gggg) Proprietary Marks. The term “Proprietary Marks” shall mean all trade names, trademarks, symbols, logos, designs, etc., which are used in connection with the operation of the Facilities during the Term, whether now or hereafter owned by Manager or any of its Affiliates, and whether or not registered under the laws of the United States or any other country.

(hhhh) REIT Requirements. The term “REIT Requirements” shall mean the organizational and operational requirements for qualification as a real estate investment trust under the Code.

(iiii) Repairs and Maintenance Estimate. The term “Repairs and Maintenance Estimate” shall have the meaning given such term in Section 10.02(b).

(jjjj) Residents. The term “Residents” shall have the meaning given such term in Section 4.05(k).

(kkkk) Resident Agreements. The term “Resident Agreements” shall mean agreements entered into by Manager, on Tenant’s behalf, with Residents pursuant to which Residents may reside in a unit in a Facility, and receive health care and Facility services.

(llll) Security Rule. The term “Security Rule” shall mean the Security Standards for the Protection of Electronic PHI at 45 CFR Parts 160 and 164, Subparts A and C, which requires Covered Entities and their Business Associates (as such terms are defined therein) to implement administrative, physical, and technical safeguards to assure the confidentiality, integrity, and availability of electronic PHI.

(mmmm) Software. The term “Software” shall mean all computer software and accompanying documentation (including all future upgrades, enhancements, support, additions, substitutions and modifications thereof), other than computer software which is commercially available, which are owned or leased by Manager and used in connection with its operations at the Facilities.

(nnnn) SOX. The term “SOX” shall mean the Sarbanes-Oxley Act of 2002.

(oooo) Standard of Operations. The term “Standard of Operations” shall have the meaning given such term in Section 4.01.

(pppp) Tenant. The term “Tenant” shall have the meaning given such term in the preamble of this Agreement.

(qqqq) Tenant Event of Default. The term “Tenant Event of Default” shall have the meaning given such term in Section 13.02.

(rrrr) Tenant Indemnified Parties. The term “Tenant Indemnified Parties” shall have the meaning given such term in Section 14.05(a).

(ssss) Term. The term “Term” shall mean, collectively, the Initial Term and any extension of this Agreement pursuant to Section 12.01 or as otherwise agreed upon by Manager and Tenant. The “Initial Term” of this Agreement shall commence on the Effective Date and shall expire at 11:59 p.m. on the day before the tenth (10th) anniversary of the Effective Date, subject to any earlier termination as permitted under the terms of this Agreement, subject to payment of the Termination Fee, as applicable.

(tttt) Termination Fee. The term “Termination Fee” shall have the meaning given such term in Section 12.02.

(uuuu) Third Party Claim. The term “Third Party Claim” shall have the meaning given such term in Section 14.06(a).

(vvvv) Third Party Notice. The term “Third Party Notice” shall have the meaning given such term in Section 14.06(a).

(wwww) Threshold Yield. The term “Threshold Yield” shall mean, for the calendar year beginning January 1, 2026, eight and one-quarter percent (8.25%), as such amount shall be increased by two percent (2.0%) per year, rounded to the nearest hundredth percent (such that the Threshold Yield for the calendar year beginning January 1, 2027 shall be eight and forty two hundredths percent (8.42%) and for the calendar year beginning January 1, 2028 shall be eight and fifty-nine hundredths percent (8.59%) and so on).

(xxxx) Total Casualty. The term “Total Casualty” shall mean any fire or other casualty event which renders any Facility damaged or destroyed to the extent that (i) such Facility cannot be reasonably repaired and restored to substantially the same condition or better than existed prior to such event by Tenant within twelve (12) months and (ii) it would be unreasonable in either Manager’s or Tenant’s opinion to continue to operate such Facility as currently operated.

(yyyy) Variance Threshold. The term “Variance Threshold” shall have the meaning given such term in Section 7.02.

## **ARTICLE II**

### **APPOINTMENT OF MANAGER AND PRIMARY GOAL OF AGREEMENT**

2.01 Appointment of Manager. Tenant hereby appoints Manager and Manager hereby accepts such appointment, subject to and upon the terms and conditions of this Agreement, as the sole and exclusive

Manager for the daily operation and management of the Facilities during the Term. Manager shall have responsibility for the operation, direction, management and supervision of the Facilities, subject to the limitations expressed in this Agreement, including, without limitation, the Standard of Operations and all Legal Requirements. Manager accepts said appointment and agrees to operate the Facilities during the Term of this Agreement in accordance with the terms and conditions hereinafter set forth.

2.02 Representations of Manager. Manager represents and warrants to Tenant the following:

(a) Manager is a professional in the field of management and leasing of seniors housing and related uses in the area where the Facilities are located and possesses the skills and experience necessary for the effective and efficient management and operation of each Facility as a top-rated assisted living, independent living and memory care Facility (as applicable with respect to the use of such Facility as set forth on **Exhibit A**), and acknowledges that Tenant is relying upon this representation in entering into this Agreement.

(b) As of the Effective Date, Manager or one or more Affiliates of Manager is actively engaged in the trade or business of operating qualified health care properties for an individual, partnership, corporation, limited liability company, trust or other legal entities unrelated to Tenant or Affiliates of Manager. Manager meets the requirements of an Eligible Independent Contractor. Manager shall, from time to time, provide to Tenant information reasonably requested by Tenant to allow Tenant to confirm Manager's status as an Eligible Independent Contractor.

### **ARTICLE III** **OPERATING FEES**

3.01 Base Management Fee. Commencing as of the Effective Date, as compensation for the services to be rendered by Manager in accordance with this Agreement, unless a Manager Event of Default has occurred and is continuing, Manager shall be paid an amount equal to five percent (5%) of the Net Collected Facility Revenue for such prior month (the "Base Management Fee") no later than the fifteenth (15) day of the following month.

3.02 Incentive Management Fee.

(a) (i) For the remainder of the calendar year ending December 31, 2026, if the 2026 NHI Yield exceeds the 2026 Threshold Yield, and (ii) for the calendar year beginning January 1, 2027 and each calendar year thereafter, if NHI Yield for such calendar year exceeds the Threshold Yield for such calendar year, Tenant shall, as additional compensation for services to be rendered by Manager hereunder, pay to Manager an incentive fee (the "Incentive Management Fee") in an amount equal to forty percent (40%) of the amount by which the 2026 NHI Yield or NHI Yield for such calendar year, as applicable, exceeds the 2026 Threshold Yield or Threshold Yield for such calendar year, as applicable.

(b) Notwithstanding the foregoing:

(i) the Incentive Management Fee for any calendar year shall not exceed the amount equal to one and one-half percent (1.5%) of the Net Collected Facility Revenue for such calendar year; and

(ii) in the event that the payment of the Incentive Management Fee for any calendar year would reduce the NOI Yield for such calendar year below the applicable NOI Yield Threshold, then the Incentive Management Fee shall be reduced to the maximum

amount that may be paid without causing the NOI Yield to fall below the applicable NOI Yield Threshold for such calendar year.

(c) An illustration setting forth an example of the calculation of the Incentive Management Fee is set forth on Exhibit C hereto.

#### **ARTICLE IV DUTIES AND RIGHTS OF MANAGER**

4.01 General Responsibilities. During the Term, Manager agrees, for and in consideration of the compensation set forth herein, to supervise and direct the management and operation of the Facilities on behalf of Tenant and for the account of Tenant and to perform all of the duties required of it pursuant to this Agreement in a financially sound, cost effective and efficient manner consistent with the prudent industry standard for similar top-rated senior living facilities for assisted living, independent living and/or memory care, as applicable, in the same geographic area (such standard, the “Standard of Operations”), and to at all times maintain systems and personnel sufficient to enable it to carry out all of its duties, obligations and functions under this Agreement. Manager represents and warrants that it will perform its duties under this Agreement in accordance with the Standard of Operations and all applicable Legal Requirements.

4.02 Authority of Manager; Right of Possession. Operations of the Facilities shall be under the exclusive supervision and control of Manager, who shall be responsible for the proper and efficient operation of the Facilities in accordance with the terms and provisions of this Agreement, all Legal Requirements and the Standard of Operations. Subject to the terms of this Agreement and the Approved Budgets, Manager shall have discretion and control to the greatest extent permitted by law, except for those responsibilities retained by Tenant as mandated under all Legal Requirements or as otherwise set forth in this Agreement, in matters relating to day-to-day management and operation of the Facilities, including, without limitation, the following: providing accommodations, food services, and related services to Residents; the provision of Resident care and food and beverage services; receiving and disbursing funds; procuring Inventories, supplies and services; and promoting and garnering publicity for the Facilities.

4.03 Marketing Services. Manager shall provide (whether directly or indirectly through its employees) the following services (the “Marketing Services”):

(a) Preparing a marketing and advertising plan and marketing strategy for the Facilities and a budget for such plan and strategy (the “Marketing Budget”), which Marketing Budget shall be revised annually and contained as a line item in each Proposed Operating Budget and shall be subject to the approval of Tenant pursuant to Section 7.01;

(b) Directing the marketing efforts for the Facilities in accordance with the Approved Budgets and this Agreement; and

(c) Planning and implementing community outreach, public relations and special events programs in a manner consistent with the Approved Budgets.

4.04 Employment and Training of Staff. Manager agrees to, or shall cause its affiliated staffing company (as applicable) to, be solely responsible for recruiting, hiring, training, paying, supervising and discharging, or engaging all staff at the Facilities, and shall maintain at all times appropriately licensed staff in sufficient number as is necessary for the performance of Manager’s obligations under this Agreement in accordance with this Agreement, the Approved Budgets, all Legal Requirements, and the Standard of Operations; provided that, with respect to the appointment (or replacement) of an Executive Director with respect to a Facility or the hiring of any new Regional Director(s) reasonably expected to have supervisory

authority over any of the Facilities, Tenant shall have the right to participate in the final interviews for such candidates, Manager shall consult with Tenant prior to making an offer of employment to any specific individual for such positions, and Tenant shall have the right to disapprove Manager's selection of any specific individual to whom Manager desires to make an offer of employment for such roles; provided, further, that Tenant agrees to act reasonably and in good faith in connection with such exercise of such rights. All employees hired for purposes of operating and maintaining the Facilities shall be employed by Manager, and the salaries, costs and benefits of such employees shall be Facility Expenses to the extent consistent with the Approved Budgets or as otherwise agreed by Tenant. The salaries, costs and benefits of the employees shall be competitive with the market in which the applicable Facility is located and generally commensurate with the salaries, costs and benefits paid by Manager or its Affiliates at other comparable facilities it owns or manages and, in any event, consistent with the Approved Budgets. Manager may utilize independent contractors (in lieu of hiring individuals to be employees of Manager), whether through a staffing agency or otherwise, so long as (i) the cost thereof is consistent with the Approved Budgets and in line with the market rates for such staffing, and (ii) Tenant consents to the use of such contractors (such consent not to be unreasonably withheld); provided that, in the event of an unexpected or emergency staffing shortage, Manager may temporarily engage independent contractors through a staffing agency to ensure sufficient staffing at the Facility for a period no longer than thirty (30) days.

4.05 Operation Services Duties. As Manager of the Facilities, Manager shall implement all aspects of the operation of the Facilities in accordance with the terms of this Agreement, the Standard of Operations, all Legal Requirements and the Approved Budgets, and shall have commensurate authority for all such activities. Without limiting the generality of the foregoing, in addition to any other duties set forth in this Agreement, Manager shall:

- (a) supervise and direct the operations of the Facilities pursuant to the Standard of Operations;
- (b) comply with all Legal Requirements and assist Tenant in its compliance with its obligations under the Master Lease;
- (c) monitor and maintain the physical facility in accordance with this Agreement and all Legal Requirements;
- (d) timely assist Tenant in meeting the non-monetary requirements of any loan, mortgage, lease, easement or condition affecting the Facilities or Owner's title to such Facility;
- (e) purchase such Inventories as are necessary to operate and maintain the Facilities in accordance with this Agreement and the Standard of Operations;
- (f) subject to the limitations in Section 8.01 below, set all Resident fees, and use its commercially reasonable efforts to collect such fees;
- (g) oversee, manage and direct all day-to-day operations of the Facilities;
- (h) maintain a billing collection system within Tenant's required framework in accordance with Section 6.01;
- (i) assist Tenant in obtaining and maintaining all Licenses required in connection with the Facilities and take the steps necessary to ensure that all Licenses and certificates necessary to operate the Facilities are maintained at all times without interruption;

- (j) establish and maintain programs to promote effective utilization of the Facilities' services;
- (k) provide quality services to individuals residing at the Facilities (the "Residents") in a manner complying with the form of resident agreement in use at the Facilities and the Approved Budgets;
- (l) establish appropriate marketing programs and maintain a public image in accordance with this Agreement and the Standard of Operations and the Approved Budgets;
- (m) maintain well-trained, quality staff, in sufficient number, at the Facilities in a manner consistent with this Agreement, the Standard of Operations and the Approved Budgets;
- (n) operate the Facilities on a sound financial basis in a manner consistent with this Agreement, the Standard of Operations and the Approved Budgets;
- (o) establish and maintain sound financial accounting and billing collections systems for the Facilities in accordance with frameworks set by Tenant;
- (p) institute and maintain adequate internal fiscal controls through proper budgeting, accounting procedures, and timely financial reporting in a manner consistent with this Agreement and the Standard of Operations;
- (q) establish and maintain sound cash flow, billing and collection procedures and methods and take all commercially reasonable steps to prevent loss of Facility Revenue from the Facilities;
- (r) use commercially reasonable efforts to operate the Facilities in accordance with the written policies on NHI; provided that such policies have been previously provided to Manager;
- (s) conform operations at the Facilities to, and comply with, all applicable Legal Requirements, this Agreement and the Standard of Operations, including without limitation, those pertaining to licensing; and
- (t) take such other steps as are necessary to provide services to the Residents, consistent with this Agreement, the Standard of Operations and the Approved Budgets.

4.06 Manager's Home Office Employees. As part of the provision of the services provided by Manager, Manager shall from time to time make its employees employed by Manager or an affiliate of Manager who are not working directly at the Facilities (the "Home Office Employees") available to Tenant and Manager's onsite management staff for consultation and advice related to the Facilities. Home Office Employees include Manager's home office staff and staff at other facilities managed by Manager and its Affiliates with experience in areas such as, without limitation, accounting, budgeting, finance, human resources, construction, development, marketing, sales, legal support, food service and purchasing. Should Tenant request a type, form or level of service that the Home Office Employees do not provide to the Facilities in the ordinary course of operations, Manager shall (i) provide such services by Home Office Employees for an additional cost to be agreed to in advance in writing by Manager and Tenant, which cost shall be a Facility Expense, or (ii) if such services cannot be provided by Manager's Home Office Employees or if Manager and Tenant cannot agree on the cost thereof, use its commercially reasonable efforts to locate and contract for such services from outside consultants in accordance with Section 4.04.

4.07 Personnel Administration. The employees at the Facilities shall be employed by Manager, and the salaries, costs and benefits of such employees shall be Facility Expenses. Manager shall be responsible for recruiting, hiring, training, promoting, assigning, supervising and discharging the personnel of the Facilities and shall be responsible for the formulation, implementation, modification and administration of wage scales, rates of compensation, employee insurance, employee taxes, in-service training, attendance at seminars or conferences, staffing schedules, job descriptions and personnel policies with respect to the personnel of the Facilities in accordance with the Approved Budgets and all Legal Requirements. The Approved Budgets shall reflect all projected and anticipated expenses related to employees at the Facilities, and Manager shall report to Tenant at least monthly (and as frequently as reasonably requested by Tenant) on employee hours and wage data as set forth in Exhibit C hereto, including variance reporting to compare such data to projected and anticipated levels used in the Approved Budgets.

4.08 Purchasing. Manager shall use, on behalf of the Facilities, such purchasing systems and procedures developed by or otherwise available to Manager for all items that are consistent with the Approved Budgets. In furtherance thereof, Manager shall utilize, to the extent that they offer competitive prices, any national purchasing contracts that Manager may from time to time have in effect with suppliers of equipment and supplies. Any purchase by Manager made pursuant to or otherwise ancillary to this Agreement shall be made with Manager acting as agent for and at the expense of the Facilities or Tenant.

4.09 Available Cash. Manager shall promptly notify Tenant if at any time the amount of Available Cash is insufficient to satisfy the reasonable needs of the Facilities and Manager's operation and management thereof, as set forth in the Approved Budgets (an "Available Cash Shortfall"), which notice shall include an estimate of the amount of such Available Cash Shortfall. Upon receipt of such notice from Manager, Tenant shall deposit an amount in cash sufficient to remedy the Available Cash Shortfall into the applicable Operating Account or Operating Accounts within ten (10) business days; provided that, during such ten (10) business day period, Manager shall timely provide reasonable support for the requested additional funds. Manager will manage the Available Cash of each Facility prudently and in accordance with the Approved Budgets and the Standard of Operations. Manager shall review and analyze the Available Cash needs of each Facility on at least a monthly basis, and will keep Tenant apprised of any anticipated upcoming additional Available Cash funding needs as Manager becomes aware of same. Manager shall not be obligated to provide any of its own funds or accept a delay in payment of any funds due Manager to maintain an adequate level of Available Cash; provided that, Manager shall be promptly reimbursed by Tenant in the event that Manager, having no obligation to do so, advances Manager's own funds to pay any Facility Expenses contemplated by the Approved Budgets or in response to an Emergency in accordance with Section 7.02.

#### 4.10 Resident Agreements.

(a) Manager shall use commercially reasonable efforts to cause the Facilities to be occupied with Residents and, on behalf of and in the name of Tenant, shall enter into Resident Agreements with such Residents. In connection therewith:

(i) Manager shall observe and perform on Tenant's behalf all of Tenant's obligations under all Resident Agreements without impacting Tenant's rights or the Resident's obligations under such Resident Agreements; and

(ii) Manager shall use commercially reasonable efforts to enforce the obligations of Residents under the Resident Agreements and the obligations of contractors, suppliers and similar third parties providing services or goods to the Facilities on behalf of such Residents.

(b) Unless otherwise approved by Tenant, all Resident Agreements shall be on the standard form of Resident Agreement to be prepared by Manager and approved by Tenant in writing prior to such standard form being used, which agreement shall be in compliance with all Legal Requirements (such form, the “Standard Form”); provided that the Standard Form may be modified by Manager on a case-by-case basis in the ordinary course of business as long as such modifications (i) are consistent with the then applicable Approved Operating Budget, (ii) are commercially reasonable, (iii) do not agree to provide for lifecare services and (iv) do not provide for any rate lock, rate guaranty, rent discounts or any other similar discount versus published rates; provided that Manager shall be allowed to offer move-incentives, special leasing campaigns, and customary discounts (like Veterans Discounts) so long as such leasing incentives are (x) temporary in nature, (y) designed to meet the overall leasing targets for the Facility as outlined in the Approved Operating Budget and (z) consistent with the Approved Budgets.

(c) Except as contemplated by the Approved Operating Budget, Manager, without the consent of Tenant, shall not: (i) receive or collect any fees under the Resident Agreement for more than one month in advance, excluding security deposits and last month’s rent taken in the usual course of business pursuant to the applicable Resident Agreement; (ii) except in the ordinary course of business of the operation of a Facility, terminate, cancel, accept the surrender of, forgive or release any material covenant or requirement contained in a Resident Agreement; (iii) consent to the assignment or sublease of a Resident Agreement; (iv) extend, amend or renew any Resident Agreement unless the same is on arms’-length terms and conditions, in accordance with the then-applicable Approved Operating Budget, and consistent with the other parameters set forth in this Agreement, unless otherwise required under any Legal Requirement; or (v) permit any Person to occupy space at a Facility as a Resident without a Resident Agreement entered into in accordance with the terms of this Agreement.

(d) Without the prior written consent of Tenant (which consent may be granted or withheld in the sole discretion of Tenant), Manager shall not (i) except as required by any Legal Requirement or for medically, behaviorally or financially appropriate reasons, effect, recommend or solicit the transfer of any Residents of a Facility to any other community or facility (other than another Facility), or (ii) effect or apply for a modification of the number of licensed beds or units at any Facility.

#### 4.11 Contracts.

(a) Manager shall, on behalf of Tenant, enter into all contracts, leases and agreements required in the ordinary course of business for the supply, operation, maintenance and service of the Facilities (including but not limited to food procurement, trash removal, pest control and elevator maintenance) and pay the costs of all such services when due out of the applicable Operating Account. Unless specifically set forth in the Approved Budgets, Manager shall obtain the written consent of Tenant before entering into any contract, lease or agreement (i) that involves aggregate consideration in excess of fifty thousand dollars (\$50,000) per year; provided that such contract must be in compliance with the Approved Budget, (ii) with a term of more than twelve (12) months in duration, unless terminable by Manager without cause, cost, payment or penalty, upon not more than thirty (30) days’ notice, or (iii) with an Affiliate pursuant to Section 4.11(b) below.

(b) Notwithstanding anything to the contrary herein, Manager shall not engage or pay any compensation to any Affiliate of Manager for the provision of services in connection with this Agreement unless (a) such party is fully qualified and experienced to provide the required services, (b) both the scope of services and the compensation payable to such Affiliate for the services are

consistent with the Approved Budgets and then-current market standards available in connection with an arm's-length transaction, (c) Manager discloses such engagement to Tenant as a transaction with an Affiliate of Manager, and (d) Tenant approves such engagement or payment in writing.

4.12 Maintenance and Retention of Records. Manager shall provide for maintenance and retention of all Facility records according to all applicable Legal Requirements including Data Protection Requirements, including, but not limited to, any State regulations, and shall provide reasonable access to such records to Tenant, in accordance with all applicable Legal Requirements, to the extent requested by Tenant.

4.13 Information Security and Privacy Compliance Programs. Manager shall implement and maintain a reasonable and appropriate information security program that incorporates physical, technical, administrative, and organizational safeguards and measures to ensure the confidentiality, reliability, availability, and integrity of the Covered Data and any systems, facilities, or software that are used, accessed, or supported in connection with this Agreement ("Data Safeguards"). Such Data Safeguards shall, at a minimum, include those appropriate to protect the Covered Data against reasonably anticipated threats or hazards, including from accidental or unlawful Processing of Covered Data, and shall be commensurate with the type and amount of Covered Data Processed in connection with this Agreement, in accordance with good industry practices, and shall at a minimum comply with the Data Protection Requirements. Manager shall regularly and periodically determine whether upgrades, additions or modifications of applicable controls or Data Safeguards are required to meet the obligations under this Agreement, including upon actual or constructive knowledge of relevant changes in technology and internal and external threats to Covered Data. Without limitation to the generality of the foregoing, Manager represents, warrants and covenants that the Data Safeguards shall include safeguards that: (i) maintain the security and confidentiality of Covered Data and protect it from threats or hazards to its security and integrity, as well as accidental loss, alteration, disclosure and all other unlawful forms of Processing; (ii) prevent, detect, contain, recover, remediate and respond to Data Breaches; (iii) enforce the use of secure authentication protocols and devices consistent with best industry standards on any of Manager's systems that protect, defend, secure or Process Covered Data, including, without limitation, through the requiring multi-factor authentication for every system or network containing Covered Data that protects, defends, secures or Processes Covered Data that is accessible from the public Internet, and the use of industry-standard password complexity requirements or password complexity auditing; (iv) enforce secure access control measures consistent with current leading industry standards for access to logical and physical resources on any of Manager's systems that protect, defend, secure or Process Covered Data; (v) require the use of then-current best industry standard encryption for all storage and transmission of Covered Data; (vi) include industry standard intrusion detection and prevention tools; (vii) apply all security-related patches and updates promptly; and (viii) include automated security measures, including but not limited to current leading industry standard auditing systems, firewalls, and endpoint protection software capable of detecting and mitigating threats from viruses, spyware, and other malicious code on any of Manager's systems that protect, defend, secure or Process Covered Data or access Tenant systems. Manager shall implement and maintain a robust privacy compliance program for each Facility that meets Data Protection Requirements and is consistent with good industry standards and practices to ensure each Facility complies with Data Protection Requirements regarding Covered Data, including but not limited to compliance with HIPAA with regard to PHI. Such privacy compliance program shall include but not be limited to policies and procedures to (i) ensure Covered Data is Processed in accordance with Data Protection Requirements, (ii) address and comply with individual rights available under such Data Protection Requirements, and (iii) identify, investigate, mitigate, respond to, and notify individuals, regulatory authorities and the media to the extent required in the event of a data breach or security incident impacting Covered Data. Tenant shall have the right, upon reasonable notice and during normal business hours, to audit, inspect, and receive copies of the Manager's facilities, systems, policies, procedures, safeguards, and records related to PHI and Manager's information security program and privacy compliance program. Manager shall fully cooperate

and provide any documentation requested by Tenant under this Section 4.13 within ten (10) business days of the request. The following definitions apply to this section:

(a) “Processing” or “Processed” means any operation or set of operations that is performed upon Covered Data, whether or not by automatic means, including, but not limited to, access, collection, recording, organization, storage, adaptation, alteration, use, disclosure, making available, combination, blocking, deleting, erasure, or destruction.

(b) “Personal Data” means any data or information, in any form or format, (i) that relates to an identified or identifiable natural person, or such person’s device, or (ii) is otherwise subject to any Data Protection Requirements, in any case, as Processed by Manager, Manager’s Affiliates or Manager’s employees in connection with this Agreement.

(c) “Covered Data” means, in any form or format, all Personal Data and PHI that is Processed in connection with this Agreement, including that which is (i) provided by Tenant or any of its Affiliates to Manager, in connection with this Agreement, (ii) provided to Manager, Manager’s Affiliates or Manager’s employees by any third party or collected from any third party by a Manager, Manager’s Affiliates or Manager’s employees, and (iii) created by Manager, Manager’s Affiliates or Manager’s employees under this Agreement automatically by any software or systems or through any other means, and any compiled, summarized, and derivative versions of data or information described in (i)-(iii).

(d) “Data Protection Requirements” means any applicable law, rule, regulation, ordinance, directive, interpretation, judgment, or decision of or agreement with any Governmental Authority in relation to: data protection; privacy; restrictions on, or requirements in respect of, the Processing of PHI or Personal Data of any kind; marketing, online advertising, and/or the delivery of electronic communications; and actions required to be taken in respect of unauthorized or accidental access to or use or disclosure of PHI or Personal Data.

4.14 Data Breach Notifications. Manager shall notify Tenant in writing, immediately (and in any event within twenty-four (24) hours) after it is notified, discovers the unauthorized access to or acquisition of Covered Data or any system containing Covered Data (a “Data Breach”). The notification to Tenant shall include, to the extent known by Manager, and shall be supplemented on an ongoing basis: (i) the general circumstances and extent of the Data Breach; (ii) the types and volume of Covered Data that were involved; (iii) Manager’s plans for corrective actions to respond to the Data Breach; (iv) the identities of all individuals whose Personal Data was or may have been affected; (v) steps taken to secure Covered Data and preserve information for any necessary investigation; and (vi) any other related information requested by Tenant.

4.15 Facility Agreements. Certain of the Facilities may be subject to (i) agreements recorded on or before the Effective Date in the official records of the county in which the applicable Facility is located (collectively, the “Exception Documents”), which may provide for easements, restrictions, and obligations benefitting or burdening the applicable Facility and allocating obligations among Owner (which obligations have been passed on to Tenant pursuant to the Master Lease), as owner of the applicable Facility, and other parties or property owners with respect to the shared use, maintenance, and repair of land or improvements described therein; and (ii) certain other agreements impacting or affecting the applicable Facility, including any lease of property by the Owner or Tenant, as tenant, for use by the Facility (collectively, the “Additional Agreements” and with the Exception Documents, the “Facility Agreements”). Manager shall use commercially reasonable efforts to comply with Tenant’s obligations under all Facility Agreements, and any cost of compliance shall be a Facility Expense reflected in the Approved Budgets, so long as Tenant has provided Manager with a copy of such Facility Agreements or

with reasonable information in connection with the applicable requirements of such Facility Agreements; it being understood that Manager acknowledges that it has received and had an opportunity to review a title commitment, survey, and copies of all Exception Documents affecting the property as of the Effective Date.

## **ARTICLE V** **OPERATING PROFITS, CREDITS AND COLLECTIONS**

5.01 Revenue. Manager shall use commercially reasonable efforts to collect all Facility Revenue and fees billed to Residents, and for paying Facility Expenses as agreed in the Approved Operating Budget. All fees due to Manager under this Agreement will be paid by Manager as a Facility Expense in the priority set forth in Section 5.03.

### 5.02 Operating Accounts.

(a) Manager will deposit all Facility Revenue and other funds collected from the operations of each Facility in an interest-bearing account established by Tenant for such Facility (each, an “Operating Account” and, collectively, the “Operating Accounts”) at a bank selected by Tenant. Each Operating Account shall be in the name of Tenant, and Tenant shall have such withdrawal restrictions as Tenant may reasonably require. Each of Tenant and Manager shall designate one or more of its employees or Persons who will be signatories on the applicable Operating Accounts. Following establishment of the Operating Accounts, Manager shall provide Tenant with a written notice stating the bank and account numbers of the Operating Accounts. Manager will pay from the applicable Operating Account the Facilities Expenses for each Facility and any other payments relating to such Facility required by the terms of this Agreement or made in accordance with the Approved Budgets for such Facility, to the extent there is sufficient Available Cash. The Operating Accounts will not be commingled with any funds of Manager. One or more signatories designated by Manager will have authority to sign checks and make withdrawals from the Operating Accounts, without the signature or approval of any signatory designated by Tenant, except that one or more signatories of Tenant or Tenant’s written approval (which may be delivered by electronic mail or another digital format) will be required for any check or withdrawal from the Operating Accounts that is greater than ten thousand dollars (\$10,000) in total (other than checks for withdrawals for real estate taxes, insurance, payroll and payroll related items and other costs in excess of ten thousand dollars (\$10,000) that are incurred in compliance with the Approved Budgets), or at any time following a Manager Event of Default. Except with the prior written approval of Tenant, Manager shall not change any depository bank or arrangement or other bank relationship or procedure related to accounts for the Facilities. In addition to the foregoing, Tenant shall at all times retain beneficial and legal control of the Operating Accounts and all other accounts for the Facilities. Tenant will have access to any and all funds in the Operating Accounts and all other accounts for the Facilities. All funds in such accounts shall be the exclusive property of Tenant.

(b) Tenant shall also establish an interest-bearing account at the same bank as the Operating Accounts (the “Master Operating Account”), which shall be in the name of Tenant or one of its Affiliates, and Tenant shall have such withdrawal restrictions as Tenant may reasonably require. Following establishment of the Master Operating Account, Tenant shall provide Manager with a written notice stating the bank and account number of the Master Operating Account. The Master Operating Account will not be commingled with any funds of Manager.

(c) Manager shall deposit any or all Available Cash from the Operating Accounts into the Master Operating Account as and when directed to do so by Tenant pursuant to a letter of direction, which shall be delivered in writing by Tenant to Manager no later than two (2) business

days prior to the proposed date of such deposit. Tenant may deposit any funds into the Master Operating Account at any time as it determines in its sole discretion.

(d) In the event of any Available Cash Shortfall, within ten (10) Business Days of receipt of notice of such Available Cash Shortfall from Manager in accordance with Section 4.09, Tenant shall either deposit the amount of such Available Cash Shortfall into the applicable Operating Account in accordance with Section 4.09, or shall issue a letter of direction to Manager instructing Manager to draw the amount of such Available Cash Shortfall from the Master Operating Account; provided that, if such Available Cash Shortfall is due to an Emergency, Manager is authorized to withdraw the funds necessary to respond to such Emergency from the Master Operating Account (to the extent available) without Tenant's prior written direction so long as Manager complies with Section 7.02.

(e) For the avoidance of doubt, any amount drawn by Manager out of the Master Operating Account pursuant to Section 5.02(d) in response to an Available Cash Shortfall at any Facility, including with respect to an Emergency, shall only be used at such Facility. Any Available Cash Shortfall at another Facility, including with respect to an Emergency, must be addressed through another request pursuant to Section 5.02(d).

(f) Notwithstanding the foregoing, Manager may not deposit or withdraw any funds from the Master Operating Account unless and until so expressly directed by Tenant pursuant to a letter of direction in accordance with Section 5.02(c) or Section 5.02(d). Tenant shall at all times retain beneficial and legal control of the Master Operating Account, the Operating Accounts and all other accounts for the Facilities. Tenant will have access to any and all funds in the Master Operating Account, the Operating Accounts and all other accounts for the Facilities.

### 5.03 Priority of Payments and Accruals.

(a) To the extent there is sufficient Available Cash, the following items shall be paid in the following order: (i) debt service payments accrued under any loan from a third-party lender unaffiliated with Tenant, (ii) Facility Expenses due and payable (excluding Management Fees) and (iii) Management Fees.

(b) In the event there is insufficient Available Cash to pay all such amounts in full in the order set forth above in Section 5.03(a), Tenant shall provide such outstanding amounts in accordance with Section 4.09, after which point, any amounts remaining outstanding shall be paid in full in the order set forth above in Section 5.03(a); provided that Tenant shall not be required to fund any Available Cash Shortfall to the extent such Available Cash Shortfall either (x) results from a Manager Event of Default or (y) represents Management Fees to which Manager is not entitled under this Agreement as a result of a Manager Event of Default.

5.04 Priority of Incentive Management Fee. After each calendar year, upon submission of the annual reports required pursuant to Section 6.01 and **Exhibit D** to Tenant and the application of the priorities in Section 5.03 above, any Incentive Management Fee for such calendar year, if any, shall be due and payable to Manager from Available Cash, or, if Available Cash is insufficient, from Tenant within ten (10) days pursuant to Section 4.09. Any remaining NOI, after payment of the Incentive Management Fee, shall remain property of Tenant.

5.05 Credits and Collections. Manager shall reasonably cooperate with Tenant to implement and supervise credit and collection policies and procedures and to institute reasonable steps necessary to effectuate monthly billing by each Facility and the collection of accounts and monies owed to each Facility.

Any and all reasonable costs and/or fees charged by third parties and paid by Manager in connection with the collection of accounts and monies owed to each Facility and/or the enforcement of the rights of Tenant as creditor under any contract in connection with the rendering of any service or the purchase of any goods, including without limitation, attorneys' fees, shall be included in Facility Expenses as a legal expense.

## **ARTICLE VI** **FINANCIAL RECORDS**

6.01 Accounting and Financial Records. Manager shall, at its own cost and expense, establish and administer accounting procedures and controls and systems for the development, preparation and safekeeping of records and books of accounting relating to the business and financial affairs of each Facility individually and the Facilities as a whole, including payroll, accounts receivable and accounts payable, and shall prepare such monthly, quarterly and annual financial reports as Tenant shall reasonably request, all in accordance with the requirements described in **Exhibit D** attached hereto or such other requirements as Tenant may reasonably require. Such records shall be kept on an accrual basis and shall be in accordance with GAAP requirements for public companies and shall compare monthly and year to date results with the Approved Budgets. Manager shall cooperate with Tenant's or its Affiliate's independent auditors in the preparation of the annual audit, if required, and preparation of income tax returns. Out-of-pocket costs paid to third parties to prepare or assist with the annual audit in accordance with the Approved Budgets or to provide information necessary for the preparation of the income tax returns of Tenant shall be Facility Expenses (other than any returns related to Excluded Expenses). Without limiting the generality of the foregoing, Manager shall utilize Yardi or substantially similar software in order to permit Manager to provide the reports that Tenant requires. Manager shall also pay, as its cost and expense, the cost of training its Home Office Employees in the use of such software.

6.02 SOX Compliance. All financial reporting and internal controls for the Facilities shall comply with any applicable SOX requirements and Manager shall cooperate with Tenant and its representatives with respect to SOX compliance. All costs of such compliance shall be at Tenant's expense and shall not be considered a Facility Expense hereunder.

6.03 Reports. In addition to the reports required pursuant to Section 6.01, Manager shall keep Tenant reasonably informed as to the financial status, condition, and operation of the Facilities and as to any state or local reporting requirements in connection with the Licenses and permits necessary for Manager to operate the Facilities. Manager shall provide all other such reports as are set forth on **Exhibit D** hereto in accordance with the deadlines set forth therein, and Manager shall be available to Tenant on a regular periodic and/or spontaneous basis (and in any event, at least on a monthly basis) to meet, confer, and discuss all aspects of the operational performance of the Facilities.

6.04 Access. Tenant shall have the right at all reasonable times during the usual business hours of the Facilities to audit, examine, and make copies of books of account maintained by Manager with respect to the Facilities. Such right may be exercised through any agent or employee designated by Tenant or by an independent public accountant designated by Tenant. Further, at the end of the Term of this Agreement, or upon the earlier termination of this Agreement, as provided herein, copies of all books and records kept for the Facilities, including all records kept on electronic media, of accounts and funds belonging to the Facilities, are to be promptly delivered to Tenant in a form readable by generally available software to the extent such books and records are in Manager's possession. Manager shall have the right to locate any books of account and other records maintained by Manager with respect to the Facilities at Manager's corporate office. Manager shall make adequate space available to Tenant at Manager's corporate office to audit, examine and make copies of such books of account and other records pertaining to the Facilities, and Manager shall be under no obligation to relocate such records to the Facilities for Tenant's review.

## ARTICLE VII BUDGETS

### 7.01 Budgets.

(a) Not later than November 1<sup>st</sup> of each calendar year, Manager shall prepare and deliver to Tenant for Tenant's approval: (a) a draft annual operating budget for the next year for each of the Facilities (each, a "Proposed Operating Budget"), (b) a draft capital expenditures budget, which shall include a Repairs and Maintenance Estimate (as described in Section 10.02(b)), an allocation for all FF&E, and a separate allocation for all Non-Routine Capital Expenditures as defined in Section 10.03, for each of the Facilities (each, a "Proposed CapEx Budget", and, together with the Proposed Operating Budget, collectively, the "Proposed Budgets") and (c) a business plan for the next calendar year for each of the Facilities (in which each proposed expenditure will be designated either as required or desirable), setting forth an estimate of Facility Revenue and Facility Expenses. Tenant and Manager shall meet and confer to discuss the Proposed Budgets in good faith for the upcoming calendar year with the goal of agreeing to the Proposed Budgets not later than December 1<sup>st</sup> of such calendar year. If Tenant has not agreed to the Proposed Budgets by December 1<sup>st</sup> of such calendar year then Tenant shall propose modifications or adjustments to such Proposed Budgets, after which Tenant and Manager shall meet again to negotiate in good faith such modifications or adjustments as are necessary to make the Proposed Budgets acceptable to Tenant and Manager. Upon approval by Tenant, each Proposed Operating Budget shall constitute an "Approved Operating Budget", each Proposed CapEx Budget shall constitute an "Approved CapEx Budget" and, collectively, the approved Proposed Budgets shall constitute the "Approved Budgets". The Approved CapEx Budget for each Facility for the remainder of the calendar year ending December 31, 2026 is attached hereto as **Exhibit B-1** and the Approved Operating Budget for each Facility for the remainder of the calendar year ending December 31, 2026 is attached hereto as **Exhibit B-2**.

(b) If Tenant has not approved the Proposed Budgets prior to January 1 of the applicable calendar year, then (i) the Approved Operating Budget from the previous year plus three percent (3%) per line item shall be the interim operating budget then in effect, subject to allowances for items required to comply with licensing requirements, or the terms of any financing and (ii) Manager shall not have the right to make or incur any capital expenditures with respect to the Facilities without the prior written approval of Tenant until the Approved CapEx Budget for that calendar year has been approved by Tenant, unless so required as a result of an Emergency (in which case the procedures set forth in Section 7.02 shall apply).

### 7.02 Limitations on Approved Budget Spending.

(a) Except as otherwise expressly provided for in this Agreement or as specifically authorized in advance by Tenant in writing, Manager shall not make any expenditure that is not authorized under the applicable Approved Budgets; provided that (a) Manager may make expenditures not authorized under the applicable Approved Operating Budget that would not, in the aggregate, cause the total Approved Operating Budget for such Facility to exceed either (i) one hundred five percent (105%) of the total Approved Operating Budget for an individual Facility or (ii) one hundred three percent (103%) of the aggregate Approved Operating Budget for all Facilities (the "Variance Threshold") and (b) in the event of an imminent present threat (i) to the safety of a Facility; (ii) to the safety of the Residents or others; (iii) to the necessary services to a Facility; or (iv) that could lead to exposure to criminal liability (individually and collectively referred to as an "Emergency"), Manager is authorized to make expenditures from the applicable Operating Account for expenses not contained in the Approved Budgets for the applicable Facility and without

obtaining Tenant's prior written approval, so long as (w) Manager uses commercially reasonable efforts to secure Tenant's prior approval; (x) such expenses are necessary to respond to an Emergency; (y) such expenses required to respond to the Emergency do not exceed fifty thousand dollars (\$50,000) in the aggregate; and (z) notice of the expenditures is provided to Tenant as soon as reasonably practicable thereafter (and in any event within twenty-four (24) hours).

(b) Notwithstanding the foregoing, Manager shall be authorized (without Tenant's consent) to make expenditures for Necessary Expenses in excess of the Variance Threshold; provided that (i) Manager notifies Tenant as soon as practicable (and in any event at least two (2) Business Days prior to making such expense) and (ii) Manager uses commercially reasonable efforts to minimize any such Necessary Expenses in excess of the Variance Threshold.

## **ARTICLE VIII** **OTHER FINANCIAL MATTERS**

8.01 Charges. The rate structure of the Facilities included in the Approved Budgets shall be approved by Tenant in its sole discretion. Manager will recommend as part of the Proposed Budgets (and at such other times as determined by Manager), changes to the rate structure of the Facilities, including, without limitation, residency room charges, charges for all ancillary services, and charges for supplies, and special services performed by Facility. All such charges shall take into account the financial obligations of the Facilities and the level of rates at other comparable facilities, and shall be subject to the review and approval of Tenant.

8.02 Tax Status. Subject to the provisions of this Agreement, Manager shall operate the Facilities in a manner to best assure that Tenant and the Facilities receive all benefits of applicable tax exemptions and/or credits available thereto from any Governmental Authority. Manager will prepare or cause to be prepared all tax returns required in the course of operations excluding income or franchise tax returns, which are the responsibility of Tenant, as applicable. These returns include, but are not limited to, sales and use tax returns, personal property tax returns and business, professional and occupational license tax returns. Manager shall timely file or cause to be filed such returns as required by each jurisdiction. All third-party costs and expenses incurred by Manager in performing its duties shall be Facility Expenses. Nothing herein shall be construed to restrict Manager from engaging a third-party accounting or law firm to assist Manager to file or cause to be filed such returns on a timely basis. Notwithstanding the foregoing, Manager shall not be responsible for the preparation of Tenant's federal or State income tax returns; provided, however, that Manager shall cooperate fully with Tenant as may be necessary to enable Tenant to file such federal or State income tax returns, including without limitation by preparing the necessary data and submitting it to Tenant in a timely manner.

8.03 Employee Withholding. Manager shall comply with all applicable Legal Requirements concerning the withholding of taxes from employee wages.

## **ARTICLE IX** **GENERAL COVENANTS AND TENANT AND MANAGER OBLIGATIONS**

9.01 Tenant's Obligations. Tenant hereby agrees to comply with all of the provisions of this Agreement and to perform all obligations of Tenant as set forth herein.

9.02 Manager's Obligations. Manager hereby agrees to comply with all of the provisions of this Agreement and to perform all obligations of Manager as set forth herein and in accordance with Legal Requirements. Manager shall at all times maintain its status as an Eligible Independent Contractor.

9.03 Financing of the Facilities. Owner and Tenant shall have the right to obtain financing secured by a Mortgage on the Facilities at any time.

9.04 Subordination. This Agreement is hereby automatically subordinated to any Mortgage, master lease, or ground lease affecting the Facilities without the necessity of any further act or instrument on the part of Manager. Manager shall promptly within ten (10) days after a request enter into any agreements reasonably requested by Tenant, any holder of any Mortgage, or the lessor under any master lease or ground lease evidencing such subordination.

## **ARTICLE X** **REPAIRS, MAINTENANCE AND REPLACEMENTS**

10.01 Routine Repairs and Maintenance. Manager shall keep the Facilities in good order and repair, and shall promptly make all necessary and appropriate repairs and replacements thereto of every kind and nature, whether interior or exterior, structural or nonstructural, ordinary or extraordinary, foreseen or unforeseen or arising by reason of a condition existing prior to the commencement of the Term and whether or not necessitated by wear, tear, obsolescence or defects, latent or otherwise, and shall use all reasonable precautions to prevent damage or injury to the Facilities. The cost of such maintenance, repairs and alterations shall be paid from the applicable Operating Account and treated as a Facility Expense. Manager shall not be obligated to spend any of its own funds under this Article X.

### 10.02 Repairs and Equipment.

(a) Manager shall from time to time, as it deems necessary, make expenditures from the applicable Operating Account, in accordance with the applicable Approved CapEx Budget, to pay for: (i) replacements, renewals and additions to a Facility's FF&E; and (ii) routine repairs, alterations, improvements and additions to the applicable Facility, which expenditures Manager believes should be made for such Facility. Proceeds from the sale of FF&E no longer necessary to the operation of such Facility shall be deposited in the applicable Operating Account; provided that no proceeds from the disposition of FF&E shall be included in Facility Revenue. Manager shall provide Tenant with an itemized statement setting forth all expenditures made from the Operating Account with respect to FF&E and any other repairs or maintenance related thereto in accordance with the reporting requirements set forth on Exhibit D, and shall upon request, provide all supporting documentation including, without limitation, invoices and contracts.

(b) Manager shall prepare an estimate (the "Repairs and Maintenance Estimate") of the expenditures necessary for (i) replacements, renewals and additions to the Facilities' FF&E and (ii) repairs to the Facilities' buildings of the nature described in Section 10.02(b), during the ensuing calendar year and shall submit such Repairs and Maintenance Estimate to Tenant as part of the Proposed CapEx Budget for each Facility.

### 10.03 Building Alterations, Improvements, Renewals and Replacements.

(a) Each Proposed CapEx Budget shall contain Manager's estimate of the expenses necessary for major repairs, alterations, improvements, renewals and replacements (which repairs, alterations, improvements, renewals and replacements are not among those referred to in Section 10.02(a)) to the structure or exterior facade of the applicable Facility, or to the mechanical, electrical, heating, ventilating, air conditioning, plumbing, or vertical transportation elements of such Facility's building, which expenditures, together with all other repair, maintenance and replacement expenditures of the Facilities that are classified as capital expenditures under GAAP

and are not among those referred to in Section 10.02(b), are collectively referred to as “Non-Routine Capital Expenditures”.

(b) Manager shall not be authorized to use funds in any Operating Account to pay for Non-Routine Capital Expenditures without receiving Tenant’s prior written consent, unless such Non-Routine Capital Expenditures are specifically contemplated in the applicable Approved CapEx Budget.

(c) Notwithstanding anything to the contrary herein, Tenant and/or Owner shall have the right, without the consent of Manager, to perform (or cause to be performed) any capital expenditure work (including any renovations or other non-routine maintenance work) at any Facility, regardless of whether such capital expenditure work is contemplated in the Approved CapEx Budget. In the event that Tenant and/or Owner wishes that Manager perform such capital expenditure work on its behalf, (i) such capital expenditure work must be reflected in the Approved CapEx Budget and (ii) Tenant must request in writing that Manager perform such work.

## **ARTICLE XI** **INSURANCE**

11.01 General Insurance Requirements. Manager shall procure and maintain (or Tenant shall procure and maintain, at Tenant’s election), as a Facility Expense, insurance as outlined in Exhibit E (the “Insurance Policies”). Manager shall be designated as a named insured with Tenant included as an additional insured and/or loss payee under each Insurance Policy procured by Manager. All deductibles and all necessary, documented and out-of-pocket legal expenses (collectively, the “Insurance Costs”) incurred in connection with the recovery under the Insurance Policies shall be Facility Expenses; provided that, Manager shall reimburse Tenant for all Insurance Costs incurred by Tenant in connection with or arising out of the fraud, gross negligence or intentional wrongful act or wrongful omission of Manager, its Key Executives, and/or Manager’s Home Office Employees. Tenant may elect, in its sole discretion, to procure and maintain as a Facility Expense some or all insurance policies required and set forth in the Master Lease, except for Manager’s Workers’ Compensation and Employers’ Liability and Professional Liability insurance policies, upon thirty (30) days written notice to Manager. In the event Tenant elects to procure directly any of the required Insurance Policies, then Tenant shall be the named insured under each policy and Manager named as an additional insured.

## **ARTICLE XII** **TERMINATION OF AGREEMENT**

12.01 General Termination. This Agreement shall automatically renew for successive one (1) year periods at the end of the Term unless (a) either Party provides written notice to the other in accordance with Section 18.04 hereof given no later than one hundred twenty (120) days prior to the expiration of the then current Term of its intent not to renew this Agreement, or (b) sooner terminated as provided in this Agreement.

12.02 Termination by Tenant for Convenience. Tenant may terminate this Agreement (on a Facility-by-Facility basis or on an entire portfolio basis) at any time for convenience (a “No Cause Termination”) upon ninety (90) days prior written notice. In the event of a No Cause Termination pursuant to this Section 12.02, Tenant shall be required to pay a termination fee (the “Termination Fee”) to Manager (a) if such No Cause Termination occurs in the first twenty-four (24) months of the Initial Term, an amount equal to the average monthly amount in Base Management Fees paid pursuant to this Agreement during the six (6)-month period immediately prior to the date of such No Cause Termination *multiplied by* six (6) and (b) if such No Cause Termination occurs after the first twenty-four (24) months of the Initial Term, an

amount equal to the average monthly amount in Base Management Fees paid pursuant to this Agreement during the three (3)-month period immediately prior to the date of such No Cause Termination *multiplied by* three (3). The Termination Fee shall be paid by Tenant to Manager no later than five (5) business days following the date of such No Cause Termination.

12.03 Termination for Cause. Upon written notice and without the payment of any Termination Fee, this Agreement may be terminated at any time:

- (a) By Tenant, with respect to a Facility or all of the Facilities, upon the occurrence of a Manager Event of Default, as defined in Section 13.01 hereunder;
- (b) By Tenant, with respect to a Facility, in the event such Facility is sold, conveyed, transferred, or disposed of by Owner (which may occur through the transfer of direct or indirect equity interests in Owner) other than to an Affiliate of Owner; or
- (c) By Manager, upon:
  - (i) the Bankruptcy of Tenant;
  - (ii) Tenant's failure to provide Available Cash in accordance with Section 4.09, and Tenant does not provide such Available Cash within five (5) days after receiving written notice from Manager of such failure; or
  - (iii) Tenant's failure to pay when due any amounts owing to Manager, which failure continues for ten (10) business days after written notice thereof is given to Tenant.

12.04 Termination by Manager Following Tenant Event of Default. This Agreement may be terminated by Manager in the event of a Tenant Event of Default. If this Agreement is terminated by Manager as a result of a Tenant Event of Default, then Manager shall be entitled to receive (i) the Base Management Fees payable to Manager pursuant to the terms of this Agreement through the date of such termination, (ii) any Incentive Management Fees then earned by Manager and (iii) the Termination Fee, if applicable.

12.05 Transition upon Termination. Upon termination of this Agreement for any reason (whether for an individual Facility or on an entire portfolio basis), Manager agrees to reasonably cooperate in transferring operational control of the Facilities to a successor manager, which shall include the entry into an operations transfer agreement to be negotiated and agreed between Manager and such successor manager (an "OTA"). Such reasonable cooperation shall include:

- (a) Delivering to Tenant (i) all reports and notices required under this Agreement for the duration of the transition and (ii) a final accounting, reflecting the balance of income and expenses of the Facilities as of the date the finalization of the transition of management responsibilities to the successor manager (such date, the "Transition Closing"), to be delivered as soon as reasonably possible but not later than thirty (30) days after the Transition Closing;
- (b) Delivering to Tenant any balance of monies of Tenant or Resident deposits, or both, all bank and petty cash assets, trust and investment accounts, resident deposits, certificates of deposit, accounts receivable and intangible assets held by Manager with respect to the Facilities, to be delivered as soon as reasonably possible, but not later than thirty (30) days after the Transition Closing;

(c) Delivering to Tenant all records, contracts (excluding Manager's national contracts), leases, Resident Agreements, all assignable licenses, Owner correspondence, files, receipts for deposits, unpaid bills and other papers, documents or computer disks or information which pertain in any way to the Facilities in non-proprietary machine readable format (or copies of such documents if Manager is required by law to maintain the originals), unused inventory of all supplies, materials, tools and equipment, all keys, locks, safe combinations, computer passwords, telephone and facsimile numbers, alarm access codes and key cards to be delivered as soon as reasonably possible, but not later than thirty (30) days after the Transition Closing;

(d) Promptly vacating any office space provided by Tenant for the location of Manager's personnel, and restoring any such office space to the same condition that it was in at the time such space was first provided to Manager (taking into account alterations made pursuant to the terms of this Agreement), reasonable wear and tear excepted;

(e) Transferring to Tenant legal title to any FF&E purchased with Tenant's funds and titled in the name of Manager;

(f) Delivering any requisite notice to Residents, Facility personnel and/or applicable Governmental Authorities on behalf of Tenant, Manager and/or the successor manager, as and when required by Legal Requirements and at the direction of Tenant;

(g) Entering into any interim subleases, management agreements, operations agreements or any other interim/bridging agreement with respect to any Licenses applicable to the applicable Facility or Facilities that are held in the name of Manager;

(h) Taking all action deemed necessary by Tenant and permitted by applicable Legal Requirements to transfer any Licenses applicable to the applicable Facility or Facilities (whether or not such Licenses are held in the name of Manager) to the successor manager or a designee specified by such successor manager or Tenant; and

(i) Taking all action deemed necessary by Tenant and permitted by applicable Legal Requirements to cooperate and assist with the successor manager's obtaining new Licenses.

Manager shall use commercially reasonable efforts to cause all of the foregoing to be delivered as soon as reasonably possible.

12.06 WARN Act. Tenant acknowledges that Manager, as employer of Facility personnel, may be required to satisfy the requirements of the Worker Adjustment and Retraining Notification Act (29 U.S.C. §§ 2101 et seq.) or any state or local Legal Requirement analogous thereto (the "WARN Act") in connection with a termination of this Agreement. Accordingly, in the event of (x) a prospective sale of one or more Facilities; (y) the termination of this Agreement, or (z) any other action hereunder that triggers WARN Act obligations, if Tenant provides notice of an action triggering such WARN Act requirements with insufficient time for Manager to satisfy such requirements, Manager shall provide notice to Tenant, and Tenant shall use commercially reasonable efforts to delay the effective date of such triggering event to allow Manager sufficient time to provide such notifications or to otherwise mitigate any back-pay liability to Facility personnel.

**ARTICLE XIII**  
**DEFAULTS**

13.01 Manager Events of Default. Manager shall be deemed to be in default under this Agreement in the event of any of the following (each, a “Manager Event of Default”):

- (a) the failure by Manager to meet any of Tenant’s requirements with respect to SOX;
- (b) the failure of Manager to qualify as an Eligible Independent Contractor;
- (c) Manager’s loss of any required permits or required Licenses, except to the extent such loss (i) was not caused by the negligence, bad faith, fraud, or willful misconduct of Manager and (ii) if such loss is curable within a thirty (30)-day period, such loss is cured within thirty (30) days of notice of such loss;
- (d) if (i) the EBITDAR of an individual Facility for any rolling two (2)-year period is less than ninety percent (90%) of the EBITDAR set forth in the applicable Approved Budgets for such rolling two (2)-year period, or (ii) the aggregate EBITDAR of the Facilities for any rolling two (2)-year period is less than ninety percent (90%) of the aggregate EBITDAR set forth in the applicable Approved Budgets for such rolling two (2)-year period;
- (e) Manager’s failure to operate in accordance with the Approved Budgets (not including any expenses incurred in accordance with Section 7.02, if aggregate Facility Expenses exceeded the budgeted amount by more than five percent (5%) in any two (2) consecutive calendar years;
- (f) the Bankruptcy of Manager;
- (g) the occurrence of a Manager Change of Control;
- (h) any (i) fraud or willful misconduct Manager or any of its agents, contractors, officers or Home Office Employees in connection with this Agreement, (ii) gross negligence by Manager or any of its agents, contractors, officers or employees, (iii) misappropriation or intentional misapplication of the funds of the Facilities or in the Operating Accounts by Manager or any of its agents, contractors, officers or employees, or (iv) any criminal offense or conduct committed or conducted by Manager or any of its agents, contractors, officers or employees; provided, however, in the event that such conduct described in subsections (h)(i) through (h)(iv) above was performed or caused by an employee or employees other than an executive officer of Manager (or employees with similar authority as an executive officer), then, if Manager removes or causes the termination of such employee from such employee’s role and indemnifies Tenant against all losses and damages arising from such conduct, then such conduct shall not be deemed to result in a Manager Event of Default; and
- (i) Manager’s failure to keep, observe or perform any covenant, agreement, term or provision of this Agreement to be kept, observed or performed by Manager (which is not otherwise covered by the provisions of Sections (a)-(h) above), and such failure continues (i) for a period of ten (10) business days after Manager receives written notice from Tenant specifying the default in case of monetary defaults or (ii) for a period of thirty (30) days after Manager receives written notice from Tenant in the case of non-monetary defaults, provided, however, if a non-monetary default under this Section 13.01 cannot be cured within such thirty (30) day period, then Manager

shall be provided with such reasonable time (but not to exceed a total of sixty (60) days from the initial delivery of the notice of default) as is necessary to cure such breach.

13.02 Default by Tenant. Tenant shall be deemed to be in default under this Agreement in the event of any of the following (each, an “Tenant Event of Default”):

(a) the Bankruptcy of Tenant; and

(b) Tenant’s failure to keep, observe or perform any covenant, agreement, term or provision of this Agreement to be kept, observed or performed by Tenant, and such failure continues (i) for a period of ten (10) business days after Tenant receives written notice from Manager specifying the default in case of monetary defaults or (ii) for a period of thirty (30) days after Tenant receives written notice from Manager in the case of non-monetary defaults; provided, however, if a non-monetary default under this Section 13.02 cannot be cured within such thirty (30) day period, then Tenant shall be provided with such reasonable time (but not to exceed a total of sixty (60) days from the initial delivery of the notice of default) as is necessary to cure such breach.

13.03 Remedies of Tenant in an Event of Default. Upon the occurrence of an Manager Event of Default as specified in Section 13.01 of this Agreement or a Tenant Event of Default as specified in Section 13.02 of this Agreement the non-defaulting Party (the “Non-Defaulting Party”) shall be entitled to cure such Manager Event of Default or Tenant Event of Default, as applicable, at the defaulting Party’s (the “Defaulting Party”) expense, to terminate this Agreement as provided herein, and otherwise to exercise all of such Party’s rights at law or in equity.

13.04 No Waiver of Default. A Non-Defaulting Party may waive in writing any breach or threatened breach by a Defaulting Party of any term or condition herein contained. The failure by a Non-Defaulting Party to insist upon the strict performance of any one of the terms or conditions of this Agreement or to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such term, condition, right, remedy or election, but the same shall continue and remain in full force and effect. All rights and remedies that the Parties may have at law, in equity or otherwise for any breach of any term or condition of this Agreement, shall be distinct, separate and cumulative rights and remedies and no one of them, whether or not exercised by such Party shall be deemed to be in exclusion of any other right or remedy of such Party.

**ARTICLE XIV**  
**LEGAL ACTIONS, GOVERNING LAW,  
LIABILITY OF MANAGER AND INDEMNITY**

14.01 Legal Actions.

(a) Legal counsel for Manager and Tenant shall cooperate in the defense or prosecution of any action affecting the Facilities and the reasonable costs of such cooperation shall be paid as a Facility Expense. Manager shall not institute or defend any legal action affecting the Facilities without Tenant’s prior written consent (other than legal actions against Tenant). Manager shall promptly forward all litigation notices and any other legal notices to Tenant which relate to the Facilities. Tenant shall advise and assist Manager in instituting or defending, as the case may be, in the name of any Facility, Tenant and/or Manager, but in any event as a Facility Expense, all actions arising out of the operation of the Facilities, including but not limited to actions or proceedings to collect charges, third party payments, rents, or other income, or to cancel, modify, or terminate any lease, Resident Agreement, license, or concession agreement in the event of breach

or default thereof, or to defend any action brought against Tenant with respect to the operation of the Facilities.

(b) Notwithstanding anything to the contrary contained in this Agreement, Tenant shall have the right to select counsel and direct the conduct of any litigation, arbitration or other proceeding involving a claim (not being defended by an insurance carrier or in excess of coverage) in excess of fifty thousand dollars (\$50,000) and to approve the settlement of any claim in excess of fifty thousand dollars (\$50,000), provided any applicable Insurance Policy allows such approval. Without limiting the foregoing rights of Tenant, Manager shall make recommendations to Tenant with respect to the selection of counsel and shall, at Tenant's election, direct the conduct of any litigation, arbitration or other proceeding; provided, however, that the settlement of any claim in excess of fifty thousand dollars (\$50,000) shall require Tenant's prior written consent (subject to the foregoing terms of this section). In addition, Manager shall prepare and furnish to Tenant on a quarterly basis reports summarizing all litigation with respect to the Facilities.

(c) If Tenant believes in good faith that one or more possible resolutions of the dispute would have a material adverse effect on the ability of NHI or any of its direct or indirect subsidiaries to qualify as a REIT in all material respects (an "Adverse REIT Result"), Tenant shall provide such information as it determines to be necessary or the arbitrator(s) or other judicial official, as applicable, request to evaluate such claim. Prior to resolving the dispute, the arbitrator(s) or other judicial official, as applicable, shall determine whether any such resolution of the dispute is reasonably likely to have an Adverse REIT Result, and if so, the arbitrator(s) or other judicial official, as applicable, shall be prohibited from issuing a determination that would cause such Adverse REIT Result as long as there is an alternative resolution of the dispute that (i) would not cause an Adverse REIT Result, and (ii) would provide a reasonably equivalent result to the prevailing party.

**14.02 Legal Fees and Costs.** In the event either Party elects to incur legal expenses to enforce any provision of this Agreement against the other Party to this Agreement, the prevailing Party shall be entitled to recover such legal expenses, including without limitation, reasonable attorney's fees, costs and necessary disbursements, in addition to any other relief to which such Party shall be entitled. For purposes of this Section 14.02, a Party will be deemed to be the "prevailing party" once such Party has successfully obtained a final judgment in or dismissal of (as the case may be) an action brought to enforce any provision of this Agreement; provided that such judgment or dismissal shall not be deemed to be "final" until any and all applicable appeal periods have expired without the filing of any appeal.

**14.03 Choice of Law and Venue.** The Parties agree that this Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without regard to the principles of conflicts of law. The Parties agree that, except as otherwise expressly provided herein including with respect to any Manager Event of Default or Tenant Event of Default, as applicable (which shall not be subject to any mediation or other cooperative resolution procedures), if there is any dispute arising in connection with this Agreement that cannot be settled through negotiations between the Parties, the Parties agree to escalate the dispute for resolution to one decision maker of each Party. Any dispute not resolved through the aforementioned processes shall be resolved in the Court of Chancery in the State of Delaware (or, to the extent that such court does not have subject matter jurisdiction, in another applicable state or federal court located in New Castle County, Delaware), and each Party hereby (i) submits to the exclusive jurisdiction of that court and (ii) consents to the service of process by certified mail or express courier (e.g., Fed-Ex) otherwise in accordance with Section 18.04 (provided that nothing herein shall affect the right of any Party to serve legal process in any other manner permitted by law). Each Party hereby waives its right to trial by jury in connection with any dispute between any of the Parties to this Agreement arising out of this Agreement or the rights or obligations of the Parties hereunder.

#### 14.04 Limitation of Liability.

(a) Neither Party shall be responsible for the acts or omissions of the other Party's contractors, subcontractors or employees, or of any persons representing the other Party and performing any services for or in connection with the Facilities, or any consultants or other persons engaged by the other Party with respect thereto, except and only to the extent a Party is supervising, or legally should be supervising the same, and a Party shall be responsible only for the performance of such Party's obligations hereunder in accordance with the terms hereof.

(b) To the maximum extent permitted by Legal Requirements, no shareholder, member, manager, officer, director, employee, agent or Affiliate of a Party shall have any personal liability with respect to the liabilities or obligations of such Party under this Agreement or any document executed by such Party pursuant to this Agreement. This Section shall survive the termination of this Agreement.

#### 14.05 Indemnity.

(a) Manager will (at its own expense and not as a Facility Expense) defend, indemnify and hold Tenant and each of its Affiliates (other than Manager and any Affiliate of Manager) and their respective directors, officers, shareholders, members, employees and agents (the "Tenant Indemnified Parties") harmless from and against any Losses (as calculated in accordance with Section 14.06) that are asserted against, or sustained or incurred by any Tenant Indemnified Party by reason or arising out of (i) Manager's breach of this Agreement or any of its duties or obligations described herein, (ii) the gross negligence, fraud, criminal misconduct or willful misconduct of Manager, its employees, representatives or agents, (iii) Manager's material violation of any Legal Requirements, (iv) Manager's failure to comply with the written policies, directions and standards imposed by Tenant, (v) any contract or lease executed by Manager outside the scope of Manager's authority set forth in this Agreement, or (vi) a Data Breach (the "Manager Indemnified Matters").

(b) Tenant will defend, indemnify, and hold Manager and each of its Affiliates (other than Tenant and any Affiliate of Tenant, if applicable) and their respective directors, officers, shareholders, members, employees and agents (the "Manager Indemnified Parties") harmless, from and against any Losses (as calculated in accordance with Section 14.06) that are asserted against, or sustained or incurred by any Manager Indemnified Party by reason or arising out of (i) Tenant's breach of this Agreement or any of its duties or obligations described herein, (ii) the gross negligence, fraud, criminal misconduct or willful misconduct of Tenant, its employees, representatives or agents (other than Losses arising out of any Manager Indemnified Matter).

(c) The scope of the foregoing indemnities includes any costs and expenses properly incurred in connection with any proceedings to defend any indemnified claim, or to enforce the indemnity, or both (including, without limitation reasonable attorneys' fees and expenses, and the cost of litigation).

(d) This Section 14.05 shall survive the termination of this Agreement.

#### 14.06 Indemnification Procedure for Third Party Claims.

(a) If any Person that is or may be entitled to indemnification under this Agreement (an "Indemnified Party") shall claim indemnification hereunder arising from any written claim or demand of a third party for which indemnification is provided under this Agreement (a "Third Party Claim"), such Indemnified Party shall promptly after it receives written notification of such Third

Party Claim or demand, give written notice (a “Third Party Notice”) to Tenant or Manager, as applicable (each, an “Indemnifying Party”), of the basis for such claim, setting forth the nature of the claim or demand (to the extent then known by the Indemnified Party) in reasonable detail. No delay or failure on the part of the Indemnified Party in so notifying the Indemnifying Party shall relieve the Indemnifying Party of any liability or obligation hereunder except to the extent of any damage or liability caused by or arising out of such delay or failure. Within thirty (30) days after receiving such Third Party Notice, the Indemnifying Party, upon notice to the Indemnified Party, may, at its own cost and through counsel of its own choosing, defend any claim or demand set forth in a Third Party Notice; provided that (i) the Indemnifying Party may only assume control of such defense if it acknowledges in writing to the Indemnified Party that any Losses that may be assessed against the Indemnified Party in connection with such Third Party Claim constitute Losses for which the Indemnified Party shall be indemnified pursuant to this Agreement, and (ii) the Indemnifying Party may not assume control of the defense of any Third Party Claim involving criminal liability or in which equitable relief is sought against the Indemnified Party, or if an adverse resolution of the Third Party Claim would have, or would be reasonably likely to have, a material adverse effect on the goodwill or reputation of the Indemnified Party or the business, operations or future conduct of the Indemnified Party. If the Indemnifying Party does not, or is not permitted under the terms hereof, to so assume control of the defense of a Third Party Claim, the Indemnified Party may control such defense at its option and with counsel of its choosing. The party not controlling the defense of the Third Party Claim (the “Non-controlling Party”) may participate in such defense at its own expense. The party controlling the defense of the Third Party Claim (the “Controlling Party”) shall keep the Non-controlling Party advised of the status of such Third Party Claim and the defense thereof. The Non-controlling Party shall, promptly upon the Controlling Party’s reasonable request therefor, furnish the Controlling Party with such information as it may have with respect to such Third Party Claim (including copies of any summons, complaint or other pleading which may have been served on such Party and any written claim, demand, invoice, billing or other document evidencing or asserting the same) and shall otherwise cooperate with and assist the Controlling Party in the defense of such Third Party Claim. The reasonable fees and expenses of counsel to the Indemnified Party with respect to a Third Party Claim shall be considered Losses for purposes of this Agreement if and to the extent (i) the Indemnified Party controls the defense of such Third Party Claim pursuant to the terms of this section or (ii) the Indemnifying Party assumes control of such defense and there exists a conflict between the interests of the Indemnified Party and the Indemnifying Party or different defenses with respect to such Third Party Claim are available to the Indemnified Party which are not available to the Indemnifying Party. The Indemnified Party shall not agree to any settlement of, or the entry of any judgment arising from, any such Third Party Claim without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, conditioned or delayed. The Indemnifying Party shall not agree to any settlement of, or the entry of any judgment arising from, any Third Party Claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided that the consent of the Indemnified Party shall not be required if the Indemnifying Party agrees in writing to pay any amounts payable pursuant to such settlement or judgment and such settlement or judgment includes a complete release of the Indemnified Party from further liability and has no other adverse effect on the Indemnified Party.

(b) As used herein, “Loss” or “Losses” means, with respect to any Person, all Liabilities, demands, claims, suits, actions, or causes of action, assessments, losses, costs and expenses (including reasonable attorneys’ fees) sustained or incurred by such Person; provided, however, that Losses of any Person shall not include any punitive, special or consequential damages, lost profits or diminution in value (based on a multiple of earnings or otherwise) unless

the Indemnified Party is required to pay such damages with respect to a Third Party Claim. “Liability” means any liability, obligation or deficiency.

(c) Calculation of Losses.

(i) The Indemnified Parties shall take, and shall cause their respective Affiliates to take, all reasonable steps to mitigate and otherwise minimize their Losses to the maximum extent reasonably possible upon and after becoming aware of any event which would reasonably be expected to give rise to any Losses.

(ii) If the Indemnified Party receives any payment from an Indemnifying Party in respect of any Losses and the Indemnified Party could have recovered all or a part of such Losses from a third party based on the underlying claim asserted against the Indemnifying Party, the Indemnified Party shall assign such of its rights to proceed against such third party as are necessary to permit the Indemnifying Party to recover from such third party the amount of such indemnification payment.

(iii) Recovery upon an indemnity contained in this Agreement shall be reduced dollar-for-dollar by any applicable insurance collected by the Indemnified Party with respect to the claims covered by such indemnity.

(d) This Section 14.06 shall survive the termination of this Agreement..

**ARTICLE XV**  
**REGULATORY AND CONTRACTUAL REQUIREMENTS**

15.01 Standard of Performance. Manager shall manage the Facilities at all times (i) in compliance with Legal Requirements including Data Protection Requirements, and (ii) in accordance with the terms of this Agreement and the Standard of Operations.

15.02 Regulatory and Contractual Requirements; Licenses.

(a) Manager shall cause the Facilities to comply with Legal Requirements relating to the use of the Facilities and the construction, maintenance, or operation thereof in all material respects. Manager shall obtain and maintain all permits, Licenses and certificates in the name of Tenant or Manager, as required under applicable Legal Requirements, required by any Governmental Authority for the ownership, use or operation of each Facility. Manager agrees upon request by Tenant to sign promptly and without charge applications for licenses, permits or other instruments necessary for the use, operation and management of the Facilities in accordance with Legal Requirements and this Agreement and to provide such information and perform such acts relative to the use, operation and management of the Facilities as are required by Legal Requirements in order for Tenant to obtain and/or maintain any license, permit, instrument, certificate, certification or approval with respect to the ownership, use, operation and management of the Facilities. To the extent permitted under Legal Requirements, all Licenses for the operation of the Facilities shall be solely (or primarily, in the circumstance where Manager is named on the license as well) in Tenant’s name. Manager shall keep its corporate organization in existence or good standing, as applicable, in each state where a Facility is located and shall maintain all permits and Licenses required by each such state for the performance of its duties under this Agreement.

(b) Manager shall not permit any Licenses to be suspended or terminated as a result of Manager’s acts or omissions and shall maintain all Licenses in a manner to prevent and avoid any

such suspension or termination. Without limiting the foregoing, Manager shall cooperate, participate in and coordinate internal responses to any survey, inspection or site investigation by a Governmental Authority relating to any License.

(c) Manager shall, promptly upon receipt, provide Tenant with copies of any written notice from any Governmental Authority that: (i) any License, or authorization to operate the Facilities, has been downgraded or suspended, or has been terminated or revoked; (ii) any material non-compliance with any Legal Requirement has occurred with respect to the Facilities; (iii) any material fine or deficiency has been assessed with respect to the Facilities; or (iv) any corrective action, audit or investigation has been initiated by such Governmental Authority with respect to the Facilities.

(d) Manager shall promptly upon receipt, provide Tenant with notice, with respect to the Facilities, of (i) any death (other than the death of a person that was expected and such person was receiving appropriate care and treatment) or serious injury, (ii) any condemnation of all or any portion of the real property or the Facilities, (iii) any proceeding by any Governmental Authority, or (iv) any lawsuit by any Person claiming damages, fines or penalties of twenty thousand dollars (\$20,000) or more.

#### 15.03 REIT Compliance Provisions.

(a) Manager acknowledges and agrees that (i) Tenant intends to qualify as a taxable REIT subsidiary, as defined in Section 856(l) of the Code, and a lessee of the Facility, in an arrangement which is intended to satisfy various REIT requirements set forth in Sections 856(d)(8)(B) and (d)(9) of the Code (such requirements hereinafter defined as the “RIDEA Requirements”) and (ii) Manager shall operate the Facility as a “Health Care Facility” (as such term is defined in Section 856(e)(6)(D)(ii)) at all times for so long as the Facility is subject to the RIDEA Requirements.

(b) In the event that Tenant reasonably concludes that the terms of this Agreement will have any effect as to cause the rent under the Master Lease to fail to qualify as “rents from real property” within the meaning of Section 856(d) of the Code or to otherwise fail to satisfy the REIT Requirements, Manager hereby agrees to enter into an amendment to this Agreement as proposed by Tenant modifying such terms in such a way as to cause rent under the Master Lease to so qualify as “rent from real property” in the reasonable opinion of Tenant and its counsel.

15.04 HIPAA Business Associate. Prior to the Effective Date, Tenant, as a “Covered Entity” under HIPAA, and Manager, as a “Business Associate” under HIPAA, shall execute a “business associate agreement” as that term is defined in HIPAA, in a form that complies with HIPAA requirements and is otherwise reasonably satisfactory to the Parties (the “Business Associate Agreement”). In the event of a conflict between this Agreement and the Business Associate Agreement between the Parties, the Business Associate Agreement shall control with respect to the subject matter therein.

15.05 State Privacy Law Compliance. Prior to the Effective Date, NHI, as a Controller under Data Protection Requirements, and Manager, as a Processor under Data Protection Requirements shall execute a Data Processing Agreement that complies with the Data Protection Requirements and is otherwise reasonably satisfactory to the Parties. In the event of a conflict between this Agreement and the Data Processing Agreement between the Parties, the Data Processing Agreement shall control with respect to the subject matter therein.

#### 15.06 Non-Competition.

(a) During the term of this Agreement and for the six (6) months following the termination or expiration hereof (or, in the event this Agreement is terminated as a result of a Manager Event of Default hereunder, twelve (12) months), Manager covenants and agrees (with respect to and on behalf of itself and its Affiliates) that neither Manager nor any of its Affiliates shall directly or indirectly develop, construct, acquire, manage and/or operate, or otherwise participate in the development, construction, acquisition, management and/or operation of, any facility that offers the same product type or services as the Facilities (a “Competing Facility”) within the geographical area that is within a five (5) mile radius of any Facility (or enter into any agreement to effectuate any of the foregoing).

(b) Notwithstanding anything to the contrary contained herein, and without limitation of any of Tenant’s other rights and remedies under this Agreement, each of Tenant and Manager recognizes and agrees that if Manager or its Affiliates shall breach any of the provisions of Section 15.06(a), such breach would give rise to irreparable harm to Tenant and that damages would not provide an adequate remedy to Tenant. Accordingly, Tenant shall have the right, in addition to any and all other rights and remedies that may be available to it in respect of such breach, to seek equitable relief including a temporary restraining order, specific performance and/or injunctive relief to prevent Manager or any of its Affiliates from acquiring, constructing, developing and/or operating, or otherwise participating in the development, construction, acquisition or operation of, or conducting any operations at, a Competing Facility in violation of Section 15.06(a).

(c) Manager acknowledges that the restrictions contained in this Section 15.06 are reasonable and necessary to protect the legitimate interests of Tenant and constitute a material inducement to Tenant to enter into this Agreement. In the event that any covenant contained in this Section 15.06 should ever be adjudicated to exceed the time, geographic, product or service or other limitations permitted by applicable law in any jurisdiction, then any court is expressly empowered to reform such covenant, and such covenant shall be deemed reformed, in such jurisdiction to the maximum time, geographic, product or service or other limitations permitted by applicable law. The covenants contained in this Section 15.06 and each provision hereof are severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

### **ARTICLE XVI** **PROPRIETARY MARKS; INTELLECTUAL PROPERTY**

16.01 Name of Facility. During the Term of this Agreement, the Facilities shall be known by the rebranded name next to the Facilities set forth on Exhibit A under the heading “Rebranded Name”, with such additional identification as may be necessary and agreed to by Tenant and Manager to provide local identification.

16.02 Ownership of Proprietary Marks. The Proprietary Marks shall in all events remain the exclusive property of Manager and/or Manager’s Affiliates, and nothing contained herein shall confer on Tenant the right to use the Proprietary Marks. Upon termination of this Agreement, any use of or right to use the Proprietary Marks by Tenant shall cease forthwith and Manager shall, as a Facility Expense, within thirty (30) days of such termination, remove from the Facilities any signs or similar items that contain the Proprietary Marks. If Tenant causes any delay in Manager’s removal of such signs or similar items, Manager shall have the right to remain at the Facilities and the Term of this Agreement shall be extended

as long as reasonably necessary for all signs and similar items containing the Proprietary Marks to be removed by Manager. The right to use such Proprietary Marks belongs exclusively to Manager and/or Manager's Affiliates, and the use thereof inures to the benefit of Manager whether or not the same are registered and regardless of the source of the same.

16.03 Intellectual Property. All Intellectual Property shall at all times be proprietary to Manager or its Affiliates, and shall be the exclusive property of Manager or its Affiliates. During the Term of this Agreement, Manager shall be entitled to take all reasonable steps to ensure that the Intellectual Property remains confidential. Upon termination, all Intellectual Property shall be removed from the Facilities by Manager, without compensation to Tenant.

16.04 Breach of Covenant. Manager and/or its Affiliates shall be entitled, in case of any breach of the covenants of this Article XVI by Tenant or others claiming through it, to injunctive relief and to any other right or remedy available at law. Article XVI shall survive termination of this Agreement.

## **ARTICLE XVII** **DAMAGE AND CONDEMNATION**

17.01 Damage and Repair. If, during the Term, any Facility suffers a Total Casualty, this Agreement shall be terminable at the option of either Party, with respect to such Facility only, upon written notice to the other Party. Such notice must be sent within thirty (30) days after the date of the Total Casualty. The Base Management Fee for such Facility will be required to be paid until the earlier of (i) any such termination is effective and (ii) Manager ceases providing services at such Facility. If, during the Term, any Facility is damaged by fire, casualty or other cause, but not to the extent of a Total Casualty, or if such Facility suffers a Total Casualty but neither party elects to terminate under this Section 17.01, Tenant shall, in its sole discretion, either (A) terminate this Agreement with respect to such Facility or (B) at its cost and expense and with all reasonable diligence, repair and/or replace the damaged portion of such Facility to the same condition as existed prior to such event, and continue to pay the Base Management Fee for such Facility. Manager shall have the right to discontinue operating such Facility or any portion thereof to the extent it reasonably deems necessary to comply with applicable Legal Requirements or for the damaged portion of such Facility to be safely repaired and/or replaced by Tenant in accordance with the requirements of this Section 17.01 (it being understood that no Base Management Fee for a Facility will be paid to Manager for any period in which it discontinues the provision of services to such Facility). To the extent available, proceeds from the property and casualty insurance maintained pursuant to Section 11.01 of this Agreement shall be applied to such repairs and/or replacements. The Parties agree that Tenant's obligations to repair and/or replace pursuant to the provisions of this Section 17.01 shall be subject to Tenant's ability to obtain such entitlements and/or other governmental approvals as may be necessary to undertake such repair and/or replacement; provided that Tenant shall undertake diligent and commercially reasonable efforts to obtain such entitlements and/or approvals.

### 17.02 Condemnation.

(a) In the event all or substantially all of any Facility shall be taken in any eminent domain, condemnation, compulsory acquisition, or similar proceeding by any competent authority for any public or quasi-public use or purpose, or in the event a portion of any Facility shall be so taken, but the result is that it is unreasonable to continue to operate such Facility pursuant to this Agreement in accordance with the standards required by this Agreement, in the mutual reasonable judgment of Tenant and Manager, this Agreement shall terminate with respect to such Facility only effective as of the date of such taking or similar proceeding. Tenant and Manager shall each have the right to initiate such proceedings as they deem advisable to recover any damages to which they may be entitled.

(b) In the event a portion of any Facility shall be taken by the events described in Section 17.02, or the entirety of such Facility is affected but on a temporary basis, and the result is not to make it unreasonable to continue to operate such Facility pursuant to this Agreement, in the mutual reasonable judgment of Tenant and Manager, this Agreement shall not terminate with respect to such Facility. However, any award for any such partial taking or condemnation as shall be necessary to render such Facility equivalent to its condition prior to such event shall be used by Tenant for such purpose; and Manager shall have the right to discontinue operating such Facility or any portion thereof to the extent it reasonably deems necessary to comply with applicable Legal Requirements or for the remaining portion thereof to be safely restored by Tenant in accordance with the requirements of this Section 17.02 (it being understood that no Base Management Fee for a Facility will be paid to Manager for any period in which it discontinues the provision of services to such Facility).

## **ARTICLE XVIII** **MISCELLANEOUS PROVISIONS**

18.01 Additional Assurances. Once this Agreement has been executed by Tenant and Manager, the provisions of this Agreement shall be self-operative and shall not require further agreement by the Parties except as may be herein specifically provided to the contrary; provided, however, at the request of either Party, the Party requested shall execute such additional instruments and take such additional acts as the requesting Party may reasonably deem necessary to effectuate this Agreement.

18.02 Consents, Approval and Discretion. Except as expressly provided herein to the contrary, whenever this Agreement requires any consent or approval to be given by either Party or either Party must or may exercise discretion, the Parties agree that such consent or approval shall not be unreasonably withheld or delayed and such discretion shall be reasonably exercised, in good faith.

18.03 No Brokerage. Each Party represents to the other that it has not engaged a broker in connection with this transaction, and agrees to defend, indemnify, and hold the other Party harmless from any claim made by a broker through the indemnifying Party.

### 18.04 Notices.

(a) All notices, demands, consents, approvals, and requests given by either Party or agreement that is to be provided by a Party to the other to be given hereunder shall be given in writing and shall be deemed given (i) upon receipt by email transmission during normal business hours (or on the next business day if sent after normal business hours); provided that with respect to email transmission, notice shall not be deemed to have been given unless (A) the sender receives a delivery receipt or affirmative response from the recipient, and (B) unless such notice is a request for Tenant's consent or approval (in which case such notice shall be sent in accordance with Section 18.04(b)), the notice must also be sent within twenty-four (24) hours after such transmission by one of the other permitted methods of transmission in this Section 18.04(a), as evidenced by a receipt transmission report and/or read receipt, (ii) when delivered by personal delivery, (iii) on the next business day following delivery to a nationally recognized overnight courier or (iv) three (3) business days after mailing by U.S. certified mail with postage/cost prepaid, and delivered or addresses (or to such other address and to the attention of such other Person as either Party may from time to time designate in writing):

**TENANT:**

c/o National Health Investors, Inc.  
222 Robert Rose Drive  
Murfreesboro, TN

Attn: Kevin Pascoe  
Email: [kpascoe@nhireit.com](mailto:kpascoe@nhireit.com);  
[legalnotice@nhireit.com](mailto:legalnotice@nhireit.com)

*with copies (which shall not  
constitute notice) to:*

Hogan Lovells US LLP  
Columbia Square  
555 Thirteenth Street, NW  
Washington, DC 20004-1109  
Attn: Katherine Keeley  
Email: [katherine.keeley@hoganlovells.com](mailto:katherine.keeley@hoganlovells.com)

**MANAGER:**

Allegro Living Management, LLC  
420 S. Orange Avenue  
Suite 400  
Orlando, FL 32801  
Attn: Kevin Maddron  
Email: [Kevin.Maddron@foundrycommercial.com](mailto:Kevin.Maddron@foundrycommercial.com)  
[legal@allegroliving.com](mailto:legal@allegroliving.com)

*with copies (which shall not  
constitute notice) to:*

Duss, Kenney, Safer, Hampton & Joos, P.A.  
4348 Southpoint Boulevard  
Suite 101  
Jacksonville, Florida 32216  
Attn: Theresa Marie Kenney  
Email: [tkenney@JAXFIRM.com](mailto:tkenney@JAXFIRM.com)

(b) For the avoidance of doubt, all requests for Tenant's consent or approval shall be sent via email to [kpascoe@nhireit.com](mailto:kpascoe@nhireit.com) and [legalnotice@nhireit.com](mailto:legalnotice@nhireit.com) (or such other person as may be designated by Tenant in its sole discretion upon prior notice to Manager), and no further method of transmission is needed.

18.05 Severability. If any term or provision of this Agreement or the application thereof to any Person or circumstance is held to be invalid or unenforceable for any reason, the remainder of this Agreement, or the application of such term or provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18.06 Gender and Number. Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words herein shall include the singular and plural.

18.07 Division and Heading. The divisions of this Agreement into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect whatsoever in construing the provisions of this Agreement.

18.08 Confidentiality of Information. Manager and Tenant agree to keep confidential and not to use, allow their Affiliates to use, or disclose or allow their Affiliates to disclose to others, except as expressly consented to in writing by the other Party or required by law, all of their respective secrets or

confidential technology, proprietary information, customer lists, or trade secrets, or any other confidential matter or confidential items ascertained through their association with each other. Manager and Tenant further agree that should Manager cease to be the manager of any Facility, Manager will return to Tenant any Facility information of any kind pertaining to Residents of such Facility, business, sales, financial condition or products and Tenant will return to Manager all of Manager's confidential information obtained by Tenant.

18.09 Right to Perform. In the event that Tenant or Manager shall fail to perform any duty or fulfill any obligation hereunder to the material detriment of the other, Tenant or Manager, as the case may be, in addition to any rights or remedies available to it under law, shall have the right, but not the obligation to perform any such duty or fulfill any such obligation, but in no way obligating the Party beyond any termination period allowable hereunder.

18.10 Assignment. Manager may not transfer, assign, subcontract or delegate its duties under this Agreement without Tenant's prior written consent, and any attempted transfer, assignment, subcontract or delegation without such consent shall be of no force or effect.

18.11 Amendment. No modification of this Agreement shall be deemed effective unless in writing and signed by all of the parties hereto; provided that this Agreement may be supplemented from time to time to add or subtract facilities (by joinder, letter agreement or other writing signed by the parties hereto and, if applicable, any Affiliate of Tenant that is to thereby become a party to this Agreement after the Effective Date). In the event that a facility is added to this Agreement after the Effective Date, such facility shall be considered a "Facility" and the Affiliate of Tenant that is engaging Manager to serve as manager of such facility shall be considered a "Tenant" for all purposes hereunder.

18.12 Right to Inspect. Tenant and the holder of any Mortgage on any Facility and their agents shall have the right to enter upon such Facility or any portion thereof at any reasonable time to inspect the same, including but not limited to, the operation, sanitation, safety, maintenance and use of the same, or any portions of the same and to assure itself that Manager is in full compliance with its obligations under this Agreement (but Tenant and the holder of any such Mortgage shall not thereby assume any responsibility for the performance of any of Manager's obligations hereunder, nor any liability arising from the improper performance thereof). In making any such inspections, neither Tenant nor the holder of any such Mortgage shall unduly interrupt or interfere with the conduct of Manager's business, and Tenant and such mortgagee shall be obligated to pay for any damage to such Facility resulting from their acts or the acts of their agents during their inspection of such Facility.

18.13 Entire Agreement. With respect to the subject matter hereof, this Agreement, together with the Business Associate Agreement and Data Processing Agreement, supersedes all previous contracts and constitutes the entire Agreement between the Parties, and no Party shall be entitled to benefits other than those specified herein. As between the Parties, no oral statements or prior written material not specifically incorporated herein shall be of any force and effect.

18.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. To facilitate the execution of this Agreement, the Parties may execute and exchange by facsimile or by email via .pdf counterparts of the signature pages, and such execution shall be deemed an original by the Parties.

*[signatures on next page]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, all as of the day and year first above written.

**TENANT:**

**NHI OPCO ATHENS TN, LLC,  
NHI OPCO BRISTOL TN, LLC,  
NHI OPCO CROSSVILLE TN, LLC,  
NHI OPCO SEVIERVILLE TN, LLC,  
NHI OPCO MARYVILLE TN, LLC,  
NHI OPCO ANDERSON SC, LLC,  
NHI OPCO FRANKFORT KY, LLC,  
NHI OPCO FLORENCE KY, LLC,  
NHI OPCO RICHMOND KY, LLC,**  
each a Delaware limited liability company

Signed by:  
*Kevin Pascoe*  
By: \_\_\_\_\_  
Name: Kevin Pascoe  
Title: Executive Vice President

**MANAGER:**

**ALLEGRO LIVING MANAGEMENT, LLC**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, all as of the day and year first above written.


**TENANT:**

**NHI OPCO ATHENS TN, LLC,  
NHI OPCO BRISTOL TN, LLC,  
NHI OPCO CROSSVILLE TN, LLC,  
NHI OPCO SEVIERVILLE TN, LLC,  
NHI OPCO MARYVILLE TN, LLC,  
NHI OPCO ANDERSON SC, LLC,  
NHI OPCO FRANKFORT KY, LLC,  
NHI OPCO FLORENCE KY, LLC,  
NHI OPCO RICHMOND KY, LLC,**  
each a Delaware limited liability company

By: \_\_\_\_\_  
Name: Kevin Pascoe  
Title: Executive Vice President

**MANAGER:**

**ALLEGRO LIVING MANAGEMENT, LLC**  
a Delaware limited liability company

By:  \_\_\_\_\_  
Name:  
Title: