

MATERIAL CHANGE NOTICE SUBMISSION DETAILS

MCN Number	2025-03-12-1362
OHCA Review Start Date	12/22/2025
Anticipated date (unless tolled per regulation) by which OHCA could waive cost and market impact review	2/5/2026
Anticipated date (unless tolled per regulation) by which OHCA could determine cost and market impact review required	2/20/2026

SUBMITTER

HEALTH CARE ENTITY CONTACT FOR PUBLIC INQUIRY

Title	Consultant
First Name	Jennifer
Last Name	Gonzalez
Email Address	jennifer.g@bayshire.com
Street Address	1817 Avenida Del Diablo
City	Escondido
State	CA
Postal Code	92029

GENERAL

Business Name	Imperial Care LLC dba El Centro Post-Acute
Website	ecpostacute.com
Ownership Type	Limited Liability Company
Tax Status	For-profit
Federal Tax ID	86-3021880
Description of Submitting Organization	Submitter is a limited liability company formed as a single purpose entity to operate El Centro Post-Acute, a licensed skilled nursing facility (CDPH Facility ID No. 090000103). Submitter is member managed and wholly owned by Bayshire LLC.
Health Care Provider	Yes
For Providers: Desc. of Capacity or Patients served in California	Submitter operates El Centro Post-Acute, a skilled nursing facility with 123 licensed beds servicing Imperial County. It has 180 staff members.

LOCATIONS

Counties	Imperial
California licenses and numbers	Medicare Provider #: 55-5158 NPI: 1982279535 CDPH SNF License No.: 090000103 CA SOS Entity No.: 202108911104
Other States Served	None

Other state(s) licenses and numbers	None
Primary Languages used when providing services	English
Other language if not listed above	Spanish

MATERIAL CHANGE

ADDITIONAL ENTITIES

Business Name	Description of the Organization	Ownership Type	Additional MCN Submission
El Centro Regional Medical Center			Yes
Waypoint Management Consulting			No
Bayshire LLC		Limited Liability Company	No
CTR Partnership, LP			No
Northshore Healthcare Holdings, LLC			No

CRITERIA

A health care entity with annual revenue, as defined in section 97435(d) , of at least \$25 million or that owns or controls California assets of at least \$25 million, or;	Yes
A health care entity with annual revenue, as defined in section 97435(d) , of at least \$10 million or that owns or controls California assets of at least \$10 million and is a party to a transaction with any health care entity satisfying subsection (b)(1), or	Yes
A health care entity located in a designated primary care health professional shortage area in California, as defined in Part 5 of Subchapter A of Chapter 1 of Title 42 of the Code of Federal Regulations (commencing with section 5.1), available at data.hrsa.gov .	Yes
To determine if you are located in a primary health care professional shortage area, please visit here	

CIRCUMSTANCES FOR FILING

The transaction is more likely than not to increase annual California-derived revenue of any health care entity that is a party to the transaction	Yes
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by either \$10 million or more or 20% or more of annual California-derived revenue at normal or stabilized levels of utilization or operation.

TRANSACTION DETAILS

Anticipated Date of Transaction Closure	8/1/2025
Description of the Transaction	See attached Schedule 6.
Submitted to US Department of Justice or Federal Trade Commission?	No
Submitted to Other Agency?	Yes
Date of Submission	10/3/2024
To Whom Submitted	CDPH, Yvonne Angel
Description of Submission (Include Agency name(s) and State(s))	CDPH - Transferring licensed beds to El Centro Regional Medical Center
Subject to court proceeding	No
Description of current services provided and expected post-transaction impacts on health care services	(A) Imperial County. There are no scheduled post-transaction changes thereto. (B) Skilled nursing facility services; occupational therapy; physical therapy; speech pathology. There are no post-transaction changes thereto that are anticipated to occur. (C) Submitter is a 123-bed SNF serving adult patients of any gender, race, ethnicity, language spoken or disability status. Submitter accepts Medicare, Medi-Cal, CHPIV, IEHP, Blue Shield, Molina Medicare, Imperial Health Plan of CA, UHC, HealthNet, Medicare Partners, and private pay. See "El Centro - Demographics Report" in Folder 7 for current census of resident demographics. There are no post-transaction changes thereto that are anticipated to occur, other than resident turnover in the ordinary course. (D) As a for-profit entity, Submitter is not subject to any community needs assessment or charity care type program. They do not provide any community benefit programs. There are no post-transaction changes thereto that are anticipated to occur. (E) Medi-Cal and Medicare patients are currently accepted. There are no scheduled post-transaction changes thereto.
Prior mergers or acquisitions that: (A) involved the same or related health care services; (B) involved at least one of the entities, or their parents, subsidiaries,	Not Applicable

<p>predecessors, or successors, in the proposed transaction; and (C) were closed in the last ten years.</p>	
<p>Description of Potential Post Transaction Changes</p>	<p>(A) The beds will be licensed under the El Centro Regional Medical Center license, and will be subject to its governing body. Operational structure will remain unchanged. There are no other scheduled post-transaction changes to the ownership, governance or operational structure of the Submitter or other parties.</p> <p>(B) No change.</p> <p>(C) Not applicable. No city or county contracts regarding the provision of health care services between the parties to the transaction and cities or counties exist and there are no scheduled post-transaction changes to city or county contracts.</p> <p>(D) Not aware of any post transaction changes to services offered.</p>
<p>Description of the nature, scope, and dates of any pending or planned material changes occurring between the Submitter and any other entity, within the 12 months following the date of the notice</p>	<p>There are no other pending or planned material changes occurring between the Submitter and any other entity with 12 months following the date of the notice.</p>

Additional Parties to Transaction

El Centro Regional Medical Center

- (A) The entity's business (including business lines or segments); [Municipal City Hospital](#)
- (B) Ownership type (corporation, partnership, limited liability company, etc.), including any affiliates, subsidiaries, or other entities that control, govern, or are financially responsible for the health care entity or that are subject to the control, governance, or financial control of the health care entity; [Municipal City Hospital](#)
- (C) Governance and operational structure (including ownership of or by a health care entity); [161-bed city municipal hospital. It is a government agency of the city of El Centro, California, a municipal cooperation. The city appoints the form Board of Trustees and the Board of Trustees governs ECRMC.](#)
- (D) Annual revenue for the three most recent fiscal years used in calculating revenue in accordance with section [97435\(d\); 2024: \\$160M, 2023: \\$152M, 2022: \\$173M](#)
- (E) Current county or counties of operation; [Imperial County](#)
- (F) If a health care provider or a fully integrated delivery system is a party to, or the subject of, the transaction, include a summary of provider type (hospital, physician group, etc.), facilities owned or operated, service lines, number of staff, geographic service area(s), and capacity (e.g., number of licensed beds) or patients served (e.g., number of patients per county) in California in the last year; [161-bed, city municipal hospital, government agency of the city of El Centro. Serving the population of Imperial County, California.](#)
- (G) Primary and threshold languages, as determined by the Department of Health Care Services, used; [English](#)
- (H) If a payer or a fully integrated delivery system is a party to, or the subject of, the transaction, include a list of all counties where coverage is sold, counties in which they are licensed to operate by the Department of Managed Health Care and/or the Department of Insurance, and the number of enrollees residing in each listed county in the year preceding the transaction; and [No](#)
- (I) Include the business addresses, if known, of all new entities that will be formed as a result of the transaction; [No new entities will be formed as part of this transaction.](#)
- *For additional information on this entity, please refer to their Material Change Notice (MCN No. 2025-05-05-1379).

Bayshire, LLC

- (A) The entity's business (including business lines or segments); [Owns operators of skilled nursing facilities and provides services through an Administrative Services Agreement. They are not licensed operators themselves.](#)
- (B) Ownership type (corporation, partnership, limited liability company, etc.), including any affiliates, subsidiaries, or other entities that control, govern, or are financially responsible for the health care entity or that are subject to the control, governance, or financial control of the health care entity; [A California limited liability company owned fully by Scott Kirby.](#)
- (C) Governance and operational structure (including ownership of or by a health care entity); [Company is owned and managed 100% by Scott Kirby, the sole member.](#)

(D) Annual revenue for the three most recent fiscal years used in calculating revenue in accordance with section [97435\(d\)](#); 2022: \$4,090,528; 2023: \$6,262,176; 2024: **\$10,647,735**

(E) Current county or counties of operation; **San Diego County**

(F) If a health care provider or a fully integrated delivery system is a party to, or the subject of, the transaction, include a summary of provider type (hospital, physician group, etc.), facilities owned or operated, service lines, number of staff, geographic service area(s), and capacity (e.g., number of licensed beds) or patients served (e.g., number of patients per county) in California in the last year; **N/A**

(G) Primary and threshold languages, as determined by the Department of Health Care Services, used; **English**

(H) If a payer or a fully integrated delivery system is a party to, or the subject of, the transaction, include a list of all counties where coverage is sold, counties in which they are licensed to operate by the Department of Managed Health Care and/or the Department of Insurance, and the number of enrollees residing in each listed county in the year preceding the transaction; and **N/A**

(I) Include the business addresses, if known, of all new entities that will be formed as a result of the transaction; **No new entities will be formed as part of this transaction.**

Waypoint Management Consulting, LLC

(A) The entity's business (including business lines or segments); **Provides operational and nursing consulting support to individual skilled nursing facilities. Provides MSO services to a physician group and a physical therapy group. They are working in a consulting capacity with El Centro Post-Acute, they are not a licensed operator of the facility.**

(B) Ownership type (corporation, partnership, limited liability company, etc.), including any affiliates, subsidiaries, or other entities that control, govern, or are financially responsible for the health care entity or that are subject to the control, governance, or financial control of the health care entity; **A Limited Liability Company. Ownership information available on attached org chart.**

(C) Governance and operational structure (including ownership of or by a health care entity); **Structure show on attached org chart. Tim Cooley is the managing partner. A 64% majority vote is required for all contracting decisions and major operational decisions.**

(D) Annual revenue for the three most recent fiscal years used in calculating revenue in accordance with section [97435\(d\)](#); **Waypoint Management Consulting, LLC was formed in 2023. The revenue in that year was \$0. The revenue in 2024 was \$1,647,806.49.**

(E) Current county or counties of operation; **Ventura County**

(F) If a health care provider or a fully integrated delivery system is a party to, or the subject of, the transaction, include a summary of provider type (hospital, physician group, etc.), facilities owned or operated, service lines, number of staff, geographic service area(s), and capacity (e.g., number of licensed beds) or patients served (e.g., number of patients per county) in California in the last year; **N/A**

(G) Primary and threshold languages, as determined by the Department of Health Care Services, used; **English**

(H) If a payer or a fully integrated delivery system is a party to, or the subject of, the transaction, include a list of all counties where coverage is sold, counties in which they are licensed to operate by the Department of Managed Health Care and/or the Department of Insurance, and the number of enrollees residing in each listed county in the year preceding the transaction; and [N/A](#)

(I) Include the business addresses, if known, of all new entities that will be formed as a result of the transaction; [No new entities will be formed as part of this transaction.](#)

CTR Partnership, LP

(A) The entity's business (including business lines or segments); [Real estate investment trust. Acquire and lease healthcare properties to operators.](#)

(B) Ownership type (corporation, partnership, limited liability company, etc.), including any affiliates, subsidiaries, or other entities that control, govern, or are financially responsible for the health care entity or that are subject to the control, governance, or financial control of the health care entity; [CTR Partnership, L.P., a Delaware limited partnership \("CTR"\), is the owner of the real estate. CareTrust REIT GP, a Delaware limited liability company, is the general partner of CTR. CareTrust REIT, Inc., a Maryland corporation, is the limited partner of CTR and the sole member of CareTrust GP, LLC.](#)

(C) Governance and operational structure (including ownership of or by a health care entity); [For governance, see above. CareTrust does not operate any facilities.](#)

(D) Annual revenue for the three most recent fiscal years used in calculating revenue in accordance with section [97435\(d\)](#); CTR Partnership, LP does not receive Health care services dollars as defined in [97435\(d\)](#); (d) Revenue. For purposes of subsection (b) of this regulation only, "revenue" means the total average annual California-derived revenue received for all health care services by the submitter and all affiliates over the three most recent fiscal years.

(E) Current county or counties of operation; See attached document titled, "CTRE REO History (9-6-25)" showing a 10-year history of our real estate acquisitions. Counties are listed in column D.

(F) If a health care provider or a fully integrated delivery system is a party to, or the subject of, the transaction, include a summary of provider type (hospital, physician group, etc.), facilities owned or operated, service lines, number of staff, geographic service area(s), and capacity (e.g., number of licensed beds) or patients served (e.g., number of patients per county) in California in the last year; [N/A](#)

(G) Primary and threshold languages, as determined by the Department of Health Care Services, used; [English](#).

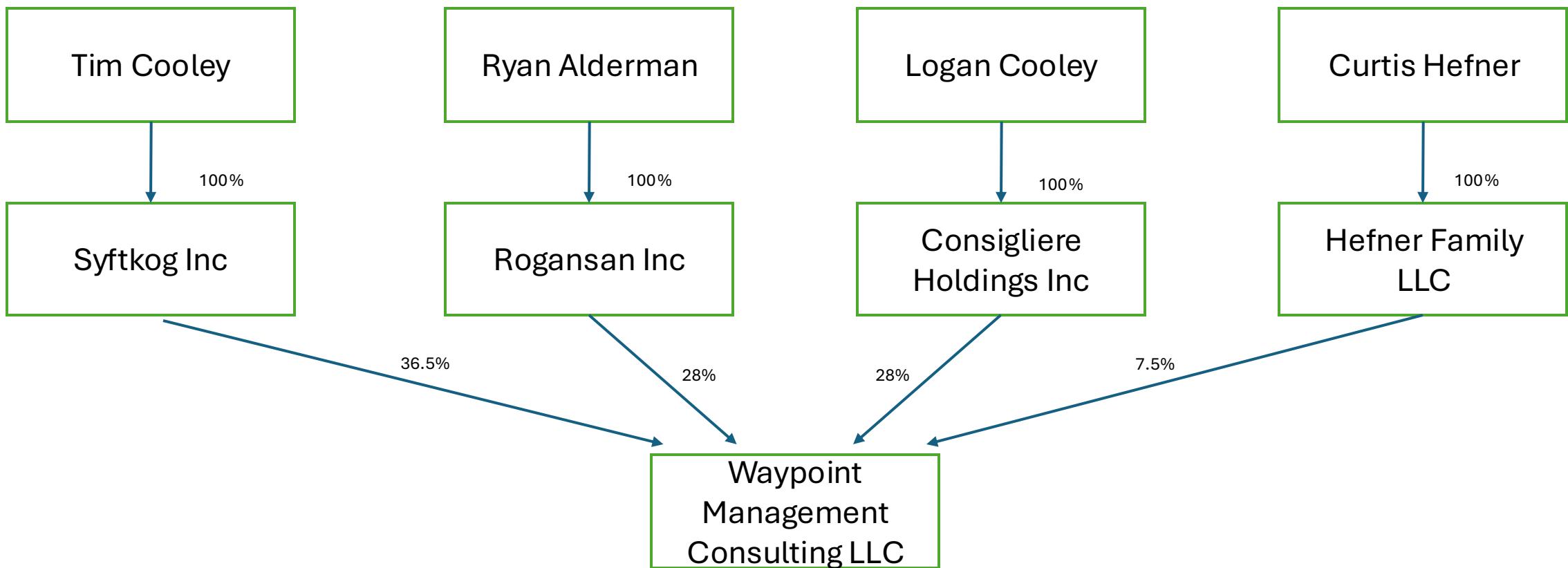
(H) If a payer or a fully integrated delivery system is a party to, or the subject of, the transaction, include a list of all counties where coverage is sold, counties in which they are licensed to operate by the Department of Managed Health Care and/or the Department of Insurance, and the number of enrollees residing in each listed county in the year preceding the transaction; and [N/A](#)

(I) Include the business addresses, if known, of all new entities that will be formed as a result of the transaction; [No new entities will be formed as part of this transaction.](#)

Northshore Healthcare Holdings LLC

- (A) The entity's business (including business lines or segments); [Property holding company](#).
- (B) Ownership type (corporation, partnership, limited liability company, etc.), including any affiliates, subsidiaries, or other entities that control, govern, or are financially responsible for the health care entity or that are subject to the control, governance, or financial control of the health care entity; [CTR Partnership, L.P.](#) is the sole member of [Northshore Healthcare Holdings LLC](#). [CareTrust REIT GP](#), a Delaware limited liability company, is the general partner of CTR. [CareTrust REIT, Inc.](#), a Maryland corporation, is the limited partner of CTR and the sole member of [CareTrust GP, LLC](#).
- (C) Governance and operational structure (including ownership of or by a health care entity); [For governance, see above. CareTrust does not operate any facilities](#).
- (D) Annual revenue for the three most recent fiscal years used in calculating revenue in accordance with section [97435\(d\)](#); [Northshore Healthcare Holdings LLC does not receive Health care services dollars as defined in 97435\(d\)](#); (d) Revenue. For purposes of subsection (b) of this regulation only, "revenue" means the total average annual California-derived revenue received for all health care services by the submitter and all affiliates over the three most recent fiscal years.
- (E) Current county or counties of operation; [San Diego and Imperial Counties](#).
- (F) If a health care provider or a fully integrated delivery system is a party to, or the subject of, the transaction, include a summary of provider type (hospital, physician group, etc.), facilities owned or operated, service lines, number of staff, geographic service area(s), and capacity (e.g., number of licensed beds) or patients served (e.g., number of patients per county) in California in the last year; [N/A](#)
- (G) Primary and threshold languages, as determined by the Department of Health Care Services, used; [English](#).
- (H) If a payer or a fully integrated delivery system is a party to, or the subject of, the transaction, include a list of all counties where coverage is sold, counties in which they are licensed to operate by the Department of Managed Health Care and/or the Department of Insurance, and the number of enrollees residing in each listed county in the year preceding the transaction; and [N/A](#)
- (I) Include the business addresses, if known, of all new entities that will be formed as a result of the transaction; [No new entities will be formed as part of this transaction](#).

Organizational Chart- Waypoint Management Consulting LLC



Name	Address	County	Acquisition Date	Transaction Type
BeaverCreek Health and Rehab	3854 Park Overlook Drive, Beavercreek, OH	Greene	9/30/2015	Acquisition, subject to triple-net lease to a third-party licensed operator
Premier Estates of Cincinnati-Riverside	315 Lilenthal Street, Cincinnati, OH	Hamilton	9/30/2015	Acquisition, subject to triple-net lease to a third-party licensed operator
Premier Estates of Cincinnati-Riverview	5999 Bender Road, Cincinnati, OH	Hamilton	9/30/2015	Acquisition, subject to triple-net lease to a third-party licensed operator
Premier Estates of Three Rivers	7800 Jandaracres Dr., Cincinnati, OH	Hamilton	9/30/2015	Acquisition, subject to triple-net lease to a third-party licensed operator
Englewood Health and Rehab	425 Lauricella Court, Englewood, OH	Montgomery	9/30/2015	Acquisition, subject to triple-net lease to a third-party licensed operator
Centerville Senior IL/Health and Rehab/Centerville Place Assisted Living	7300 McEwen Road, Dayton, OH	Montgomery	9/30/2015	Acquisition, subject to triple-net lease to a third-party licensed operator
Portsmouth Health and Rehab	727 Eighth Street, Portsmouth, OH	Scioto	9/30/2015	Acquisition, subject to triple-net lease to a third-party licensed operator
West Cove Care & Rehabilitation Center	2051 Collingwood Blvd., Toledo, OH	Lucas	9/30/2015	Acquisition, subject to triple-net lease to a third-party licensed operator
Premier Estates of Oxford	6099 Fairfield Road, Oxford, OH	Butler	9/30/2015	Acquisition, subject to triple-net lease to a third-party licensed operator
Liberty Nursing Center of Willard	370 East Howard Street, Willard, OH	Huron	9/30/2015	Acquisition, subject to triple-net lease to a third-party licensed operator
Premier Estates of Middletown/Premier Retirement Estates of Middletown	4400 Vannest Ave., Middletown, OH	Butler	9/30/2015	Acquisition, subject to triple-net lease to a third-party licensed operator
BellBrook Health and Rehab	1957 N. Lakeman Dr., Bellbrook, OH	Greene	9/30/2015	Acquisition, subject to triple-net lease to a third-party licensed operator
Xenia Health and Rehab	126 Wilson Drive, Xenia, OH	Greene	9/30/2015	Acquisition, subject to triple-net lease to a third-party licensed operator
Jamestown Place Health and Rehab	4920 US Route 35 East, Jamestown, OH	Greene	9/30/2015	Acquisition, subject to triple-net lease to a third-party licensed operator
Casa de Paz Health Care Center	2121 W. 19th St., Sioux City, IA	Woodbury	2/1/2016	Acquisition, subject to triple-net lease to a third-party licensed operator
Denison Care Center	1202 Ridge Rd., Denison, IA	Crawford	2/1/2016	Acquisition, subject to triple-net lease to a third-party licensed operator
Garden View Care Center	1200 W. Nishna Rd., Shenandoah, IA	Page	2/1/2016	Acquisition, subject to triple-net lease to a third-party licensed operator
Grandview Health Care Center	508 2nd St. N.E., Dayton, IA	Webster	2/1/2016	Acquisition, subject to triple-net lease to a third-party licensed operator
Grundy Care Center	102 E. J Ave., Grundy Center, IA	Grundy	2/1/2016	Acquisition, subject to triple-net lease to a third-party licensed operator
Iowa City Rehab and Health Care Center	3661 Rochester Ave., Iowa City, IA	Johnson	2/1/2016	Acquisition, subject to triple-net lease to a third-party licensed operator
Lenox Care Center	111 E. Van Buren St., Lenox, IA	Taylor	2/1/2016	Acquisition, subject to triple-net lease to a third-party licensed operator
Osage Rehabilitation and Health Care Center	830 S. 5th St., Osage, IA	Mitchell	2/1/2016	Acquisition, subject to triple-net lease to a third-party licensed operator
Pleasant Acres Care Center	309 Railroad St., Hull, IA	Sioux	2/1/2016	Acquisition, subject to triple-net lease to a third-party licensed operator
New Haven Assisted Living of San Angelo	2501 Sawgrass Road, San Angelo, TX	Tom Green	2/1/2016	Acquisition, subject to triple-net lease to a third-party licensed operator
Priority Life Care of Fort Wayne	300 East Washington Blvd., Fort Wayne, IN	Allen	3/1/2016	Acquisition, subject to triple-net lease to a third-party licensed operator
Priority Life Care of West Allis	7400 W. Greenfield Avenue, West Allis, WI	Milwaukee	3/1/2016	Acquisition, subject to triple-net lease to a third-party licensed operator
Priority Life Care of Baltimore	3855 Greenspring Avenue, Baltimore, MD	Baltimore	3/1/2016	Acquisition, subject to triple-net lease to a third-party licensed operator
Fort Myers Assisted Living	1896 Park Meadows Drive, Fort Myers, FL	Lee	3/1/2016	Acquisition, subject to triple-net lease to a third-party licensed operator
Cedar Falls Health Care Center	1728 West 8th Street, Cedar Falls, IA	Black Hawk	3/31/2016	Acquisition, subject to triple-net lease to a third-party licensed operator
Premier Estates of Norwood Towers/Premier Retirement Estates of Norwood Towers	1500 Sherman Ave., Norwood, OH	Wood	4/1/2016	Acquisition, subject to triple-net lease to a third-party licensed operator
Premier Estates of Highlands	1578 Sherman Ave., Norwood, OH	Wood	4/1/2016	Acquisition, subject to triple-net lease to a third-party licensed operator
Shaw Mountain at Cascadia	909 Reserve St., Boise, ID	Ada	5/1/2016	Acquisition, subject to triple-net lease to a third-party licensed operator
English Meadows Elks Home Campus	931 Ashland Ave., Bedford, VA	Bedford	5/2/2016	Acquisition, subject to triple-net lease to a third-party licensed operator
Croatan Village	4522 Old Cherry Point Rd., New Bern, NC	Kraven	5/2/2016	Acquisition, subject to triple-net lease to a third-party licensed operator
Countryside Village	383 US Highway 117 N., Pikeville, NC	Wayne	5/2/2016	Acquisition, subject to triple-net lease to a third-party licensed operator
The Pines of Clarkston	7550 & 7570 Dixie Hwy., Village of Clarkston, MI	Oakland	6/1/2016	Acquisition, subject to triple-net lease to a third-party licensed operator
The Pines of Goodrich	8111 & 8119 S. State Rd., Goodrich, MI	Genesee	6/1/2016	Acquisition, subject to triple-net lease to a third-party licensed operator
The Pines of Burton	5310 & 5330 & 5340 Davison Rd., Burton, MI	Genesee	6/1/2016	Acquisition, subject to triple-net lease to a third-party licensed operator
The Pines of Lapeer	1442 & 1446 Suncrest Dr., Lapeer, MI	Lapeer	6/1/2016	Acquisition, subject to triple-net lease to a third-party licensed operator
The Oaks	450 Hayes Lane, Petaluma, CA	Sonoma	8/1/2016	Acquisition, subject to triple-net lease to a third-party licensed operator
Arbor Nursing Center	900 N Church Street, Lodi, CA	San Joaquin	8/5/2016	Acquisition, subject to triple-net lease to a third-party licensed operator
Arbor Place	17 Louie Ave., Lodi, CA	San Joaquin	8/5/2016	Acquisition, subject to triple-net lease to a third-party licensed operator
Turlock Nursing and Rehabilitation Center	1111 East Tuolumne Rd, Turlock, CA	Stanislaus	8/5/2016	Acquisition, subject to triple-net lease to a third-party licensed operator
Turlock Residential	1101 East Tuolumne Rd, Turlock, CA	Stanislaus	8/5/2016	Acquisition, subject to triple-net lease to a third-party licensed operator
Bridgeport Medical Lodge	2108 15th Street, Bridgeport, TX	Wise	12/1/2016	Acquisition, subject to triple-net lease to a third-party licensed operator
Broadmoor Medical Lodge - Rockwall	5242 Medical Drive, Rockwall, TX	Rockwall	12/1/2016	Acquisition, subject to triple-net lease to a third-party licensed operator
Decatur Medical Lodge	701 West Bennett Road, Decatur, TX	Wise	12/1/2016	Acquisition, subject to triple-net lease to a third-party licensed operator
Royse City Medical Lodge	901 West I-30, Royse City, TX	Rockwall	12/1/2016	Acquisition, subject to triple-net lease to a third-party licensed operator
Applewood of Brookfield	2800 N. Calhoun Road, Brookfield, WI	Waukesha	2/1/2017	Acquisition, subject to triple-net lease to a third-party licensed operator
Applewood of New Berlin	2900 S. Moorland Road, New Berlin, WI	Waukesha	2/1/2017	Acquisition, subject to triple-net lease to a third-party licensed operator
Saline Care Nursing & Rehabilitation Center	120 South Land Street, Harrisburg, IL	Saline	3/1/2017	Acquisition, subject to triple-net lease to a third-party licensed operator
Carrier Mills Nursing & Rehabilitation Center	6789 US Route 45, Carrier Mills, IL	Saline	3/1/2017	Acquisition, subject to triple-net lease to a third-party licensed operator
StoneBridge Nursing & Rehabilitation Center	902 South Mcleansboro, Benton, IL	Franklin	3/1/2017	Acquisition, subject to triple-net lease to a third-party licensed operator
DuQuoin Nursing & Rehabilitation Center	514 East Jackson St., DuQuoin, IL	Perry	3/1/2017	Acquisition, subject to triple-net lease to a third-party licensed operator
Pinckneyville Nursing & Rehabilitation Center	708 Virginia Court, Pinckneyville, IL	Perry	3/1/2017	Acquisition, subject to triple-net lease to a third-party licensed operator
Tangerine Cove of Brooksville	307 Howell Avenue, Brooksville, FL	Hernando	5/1/2017	Acquisition, subject to triple-net lease to a third-party licensed operator
Holy Lane Rehabilitation and Healthcare Center	2105 12th Ave., Nampa, ID	Canyon	5/1/2017	Acquisition, subject to triple-net lease to a third-party licensed operator
Rio at Fox Hollow	310 America Drive, Brownsville, TX	Cameron	6/1/2017	Acquisition, subject to triple-net lease to a third-party licensed operator
The Rio at Cabezon	2410 19th Street South East, Albuquerque, NM	Bernalillo	6/1/2017	Acquisition, subject to triple-net lease to a third-party licensed operator
Eldorado Rehab & Healthcare	1001 A Jefferson St., Eldorado, IL	Saline	7/1/2017	Acquisition, subject to triple-net lease to a third-party licensed operator
Mountain View Rehabilitation and Healthcare Center	10435 SE Cora Street, Portland, OR	Multnomah	7/1/2017	Acquisition, subject to triple-net lease to a third-party licensed operator
Memory Care Cottages in White Bear Lake	4650 White Bear Parkway, White Bear Lake, MN	Ramsey	7/20/2017	Acquisition, subject to triple-net lease to a third-party licensed operator
Mountain Valley of Cascadia	601 West Cameron Ave., Kellogg, ID	Shoshone	8/31/2017	Acquisition, subject to triple-net lease to a third-party licensed operator
Caldwell Care of Cascadia	210 Cleveland Blvd., Caldwell, ID	Canyon	8/31/2017	Acquisition, subject to triple-net lease to a third-party licensed operator
Canyon West of Cascadia	2814 Indiana Ave. South, Caldwell, ID	Canyon	8/31/2017	Acquisition, subject to triple-net lease to a third-party licensed operator
Ridgmar Medical Lodge	6600 Lands End Court, Fort Worth, TX	Tarrant	8/31/2017	Acquisition, subject to triple-net lease to a third-party licensed operator
Mansfield Medical Lodge	301 N. Miller Rd., Mansfield, TX	Tarrant	8/31/2017	Acquisition, subject to triple-net lease to a third-party licensed operator
Grapevine Medical Lodge	1005 Ira E. Woods Pkwy, Grapevine, TX	Tarrant	8/31/2017	Acquisition, subject to triple-net lease to a third-party licensed operator
Victory Rehabilitation and Healthcare Center	510 N. Parkway Ave., Battle Ground, WA	Clark	9/1/2017	Acquisition, subject to triple-net lease to a third-party licensed operator
Lewiston Transitional Care of Cascadia	3315 8th St., Lewiston, ID	Nez Perce	10/1/2017	Acquisition, subject to triple-net lease to a third-party licensed operator
The Orchards of Cascadia	404 N. Horton St., Nampa, ID	Canyon	10/1/2017	Acquisition, subject to triple-net lease to a third-party licensed operator
Weiser Care of Cascadia	331 E. Park St., Weiser, ID	Washington	10/1/2017	Acquisition, subject to triple-net lease to a third-party licensed operator
Aspen Park of Cascadia	420 Rowe St., Moscow, ID	Latah	10/1/2017	Acquisition, subject to triple-net lease to a third-party licensed operator
Amerist of Culpeper	215 Southridge Parkway, Culpeper, VA	Culpeper	10/1/2017	Acquisition, subject to triple-net lease to a third-party licensed operator
Amerist of Louisa	404 West Main Street, Louisa, VA	Louisa	10/1/2017	Acquisition, subject to triple-net lease to a third-party licensed operator
Amerist of Warrenton	29 Alexandra Pike, Warrenton, VA	Fauquier	10/1/2017	Acquisition, subject to triple-net lease to a third-party licensed operator
The Oaks at Forest Bay	16357 Aurora Ave. North, Seattle, WA	King	10/1/2017	Acquisition, subject to triple-net lease to a third-party licensed operator
The Oaks at Lakewood	11411 Bridgeport Way, Tacoma, WA	Pierce	10/1/2017	Acquisition, subject to triple-net lease to a third-party licensed operator
The Oaks at Timberline	400 East 33rd Street, Vancouver, WA	Clark	10/1/2017	Acquisition, subject to triple-net lease to a third-party licensed operator
Providence Waterman Nursing Center	1850 N. Waterman Ave., San Bernardino, CA	San Bernardino	10/26/2017	Acquisition, subject to triple-net lease to a third-party licensed operator
Providence Orange Tree	4000 Harrison Street, Riverside, CA	Riverside	10/26/2017	Acquisition, subject to triple-net lease to a third-party licensed operator
Providence Ontario	800 East Fifth Street, Ontario, CA	San Bernardino	10/26/2017	Acquisition, subject to triple-net lease to a third-party licensed operator
Providence Del Rosa Villa	2018 N. Del Rosa Avenue, San Bernardino, CA	San Bernardino	10/26/2017	Acquisition, subject to triple-net lease to a third-party licensed operator
Greenville Nursing & Rehabilitation Center	400 East Hillview Ave., Greenville, IL	Bond	12/1/2017	Acquisition, subject to triple-net lease to a third-party licensed operator
Copper Ridge Health and Rehabilitation Center	3251 Nettie Street, Butte, MT	Silver Bow	2/1/2018	Acquisition, subject to triple-net lease to a third-party licensed operator
Metron of Belding	414 E. State Street, Belding, MI	Ionia	3/1/2018	Acquisition, subject to triple-net lease to a third-party licensed operator
Metron of Big Rapids	725 Fuller Ave., Big Rapids, MI	Mecosta	3/1/2018	Acquisition, subject to triple-net lease to a third-party licensed operator
Metron of Cedar Springs	400 Jeffrey Street, Cedar Springs, MI	Kent	3/1/2018	Acquisition, subject to triple-net lease to a third-party licensed operator
Metron of Greenville	828 E. Washington Street, Greenville, MI	Montcalm	3/1/2018	Acquisition, subject to triple-net lease to a third-party licensed operator
Metron of Lamont	13030 Commercial Street, Lamont, MI	Ottawa	3/1/2018	Acquisition, subject to triple-net lease to a third-party licensed operator
Prairie Heights Healthcare Center	400 8th Avenue NW, Aberdeen, SD	Brown	7/18/2018	Acquisition, subject to triple-net lease to a third-party licensed operator
The Villas at Saratoga	20400 Saratoga-Los Gatos Road, Saratoga, CA	Santa Clara	8/31/2018	Acquisition, subject to triple-net lease to a third-party licensed operator
The Meadows on University	1315 S. University Drive, Fargo, ND	Cass	10/24/2018	Acquisition, subject to triple-net lease to a third-party licensed operator
Madison Park Healthcare	700 Madison Avenue, Huntington, WV	Cabell	10/31/2018	Acquisition, subject to triple-net lease to a third-party licensed operator
Metron of Forest Hills	1095 Medical Park Drive SE, Grand Rapids, MI	Kent	11/15/2018	Acquisition, subject to triple-net lease to a third-party licensed operator
Avantara Crown Point	9398 Crown Crest Blvd., Parker, CO	Douglas	12/19/2018	Acquisition, subject to triple-net lease to a third-party licensed operator
Oakview Heights Nursing & Rehabilitation Center	1320 West 9th Street, Mt. Carmel, IL	Wabash	1/31/2019	Acquisition, subject to triple-net lease to a third-party licensed operator
Huntington Park Nursing Center	6425 Miles Avenue, Huntington Park, CA	Los Angeles	2/11/2019	Acquisition, subject to triple-net lease to a third-party licensed operator
Shoreline Care Center	5225 South J Street, Oxnard, CA	Ventura	2/11/2019	Acquisition, subject to triple-net lease to a third-party licensed operator
Downey Care Center	13007 South Paramount Blvd, Downey, CA	Los Angeles	2/11/2019	Acquisition, subject to triple-net lease to a third-party licensed operator
Courtyard Healthcare Center	1850 East 8th Street, Davis, CA	Yolo	2/11/2019	Acquisition, subject to triple-net lease to a third-party licensed operator
Alpine Guest Care	2401 N. Service Road, Ruston, LA	Lincoln Parish	4/1/2019	Acquisition, subject to triple-net lease to a third-party licensed operator
Bradford	3050 Baird Road, Shreveport, LA	Caddo Parish	4/1/2019	Acquisition, subject to triple-net lease to a third-party licensed operator
Colonial Oaks	4921 Medical Drive, Bossier City, LA	Bossier Parish	4/1/2019	Acquisition, subject to triple-net lease to a third-party licensed operator
Guest House	9225 Normandie Drive, Shreveport, LA	Caddo Parish	4/1/2019	Acquisition, subject to triple-net lease to a third-party licensed operator
Pilgrim Manor	1524 Doctors Drive, Bossier City, LA	Bossier Parish	4/1/2019	Acquisition, subject to triple-net lease to a third-party licensed operator
Shreveport Manor	3302 Mansfield Road, Shreveport, LA	Caddo Parish	4/1/2019	Acquisition, subject to triple-net lease to a third-party licensed operator
Spring Lake	8622 Line Avenue, Shreveport, LA	Caddo Parish	4/1/2019	Acquisition, subject to triple-net lease to a third-party licensed operator
Gables Assisted Living	8622 Line Avenue, Shreveport, LA	Caddo Parish	4/1/2019	Acquisition, subject to triple-net lease to a third-party licensed operator
Washington Guest Care	7605 Line Avenue, Shreveport, LA	Caddo Parish	4/1/2019	Acquisition, subject to triple-net lease to a third-party licensed operator
Heritage Oaks Retirement Village	3002 W. 2nd Avenue Corsicana, TX	Navarro	4/1/2019	Acquisition, subject to triple-net lease to a third-party licensed operator
Heritage Oaks West Retirement Village	3300 West 2nd Avenue Corsicana, TX	Navarro	4/1/2019	Acquisition, subject to triple-net lease to a third-party licensed operator
Senior Care of Jacksonville	810 Bellaire Street, Jacksonville, TX	Cherokee	4/1/2019	Acquisition, subject to triple-net lease to a third-party licensed operator
Pecan Tree Rehab & Healthcare Center	1900 E. California Street, Gainesville, TX	Cooke	4/1/2019	Acquisition, subject to triple-net lease to a third-party licensed operator
Lakewest Rehabilitation & Skilled Care	2450 Bickers Street, Dallas, TX	Dallas	5/1/2019	Acquisition, subject to triple-net lease to a third-party licensed operator
Cascadia of Nampa	900 North Happy Valley Road, Nampa, ID	Canyon	6/18/2019	Acquisition, subject to triple-net lease to a third-party licensed operator
Vista del Lago Memory Care and Assisted Living	1817 Avenida Del Diablo, Escondido, CA	San Diego	9/18/2019	Acquisition, subject to triple-net lease to a third-party licensed operator
St. Claire's Nursing Center	6248 66th Avenue, Sacramento, CA	Sacramento	10/1/2019	Acquisition, subject to triple-net lease to a third-party licensed operator
St. Francis Senior Residence	6254 66th Avenue, Sacramento, CA	Sacramento	10/1/2019	Acquisition, subject to triple-net lease to a third-party licensed operator
Valley Sub-Acute & Rehabilitation Center	515 E. Orangeburg Avenue, Modesto, CA	Stanislaus	10/1/2019	Acquisition, subject to triple-net lease to a third-party licensed operator
Cascadia of Boise	6000 W. Denton Street, Boise, ID	Ada	1/17/2020	Acquisition, subject to triple-net lease to a third-party licensed operator
Barton Creek Assisted Living	499 East 500 South, Bountiful, UT	Davis	2/12/2020	Acquisition, subject to triple-net lease to a third-party licensed operator
Apple Rehabilitation Cooney	2555 E. Broadway Street, Helena, MT	Lewis and Clark	9/1/2020	Acquisition, subject to triple-net lease to a third-party licensed operator
Elkhorn Healthcare and Rehabilitation	474 Hwy. 282, Clancy, MT	Jefferson	9/1/2020	Acquisition, subject to triple-net lease to a third-party licensed operator
Beacon Harbor Healthcare and Rehabilitation	6700 Heritage Parkway, Rockwall, TX	Rockwall	11/17/2020	Acquisition, subject to triple-net lease to a third-party licensed operator
Rowlett Health and Rehabilitation	9300 Lakeview Parkway, Rowlett, TX	Rockwall	11/17/2020	Acquisition, subject to triple-net lease to a third-party licensed operator
Crestwood Health and Rehabilitation Center and Crestwood Assisted Living	1448 and 1440 Houston Street, Wills Point, TX	Van Zandt	11/17/2020	Acquisition, subject to triple-net lease to a third-party licensed operator

Pleasant Manor Healthcare and Rehabilitation	3650 S. Interstate 35 E, Waxahachie, TX	Ellis	11/17/2020	Acquisition, subject to triple-net lease to a third-party licensed operator
San Juan Capistrano	31741 Rancho Viejo Road, San Juan Capistrano, CA	Orange	3/1/2021	Acquisition, subject to triple-net lease to a third-party licensed operator
Camarillo	6000 Santa Rosa Road, Camarillo, CA	Ventura	3/1/2021	Acquisition, subject to triple-net lease to a third-party licensed operator
Carlsbad	3140 El Camino Real, Carlsbad, CA	San Diego	3/1/2021	Acquisition, subject to triple-net lease to a third-party licensed operator
Rancho Mirage	72201 Country Club Drive, Rancho Mirage, CA	Riverside	3/1/2021	Acquisition, subject to triple-net lease to a third-party licensed operator
Buena Vista Care Center	160 South Patterson Avenue, Goleta, CA	Santa Barbara	3/8/2021	Acquisition, subject to triple-net lease to a third-party licensed operator
Valley Convalescent Center	1700 S. Imperial Avenue, El Centro, CA	Imperial	4/30/2021	Acquisition, subject to triple-net lease to a third-party licensed operator
Cedar Pointe Health and Wellness Suites	1301 Cottonwood Creek Trail, Cedar Park, TX	Williamson	8/1/2021	Acquisition, subject to triple-net lease to a third-party licensed operator
Sedona Trace Health and Wellness	8324 Cameron Road, Austin, TX	Travis	8/1/2021	Acquisition, subject to triple-net lease to a third-party licensed operator
Noble Senior Living at Bridgeton Essentia Neighborhood	18 Reeves Road, Bridgeton, NJ	Cumberland	12/17/2021	Acquisition, subject to triple-net lease to a third-party licensed operator
Noble Senior Living at Rio Grande Essentia Neighborhood	1042 NJ-47, Rio Grande, NJ	Cape May	12/17/2021	Acquisition, subject to triple-net lease to a third-party licensed operator
Ennis Care Center	1200 and 1404 South Hall Street, Ennis, TX	Ellis	2/1/2022	Acquisition, subject to triple-net lease to a third-party licensed operator
Imboden Creek Living Center	180 W. Imboden Drive, Decatur, IL	Macon	3/1/2022	Acquisition, subject to triple-net lease to a third-party licensed operator
Imboden Creek Gardens	105 & 185 W. Imboden Drive, Decatur, IL	Macon	3/1/2022	Acquisition, subject to triple-net lease to a third-party licensed operator
Imboden ILF Villas	2110, 2140, 2150, 2160 and 2170 S. Imboden Place, Decatur, IL	Macon	3/1/2022	Acquisition, subject to triple-net lease to a third-party licensed operator
Advent Burleson	301 Huguley Boulevard, Burleson, TX	Tarrant	4/1/2023	Acquisition, subject to triple-net lease to a third-party licensed operator
Advent Overland Park	6501 W. 75th Street, Overland Park, KS	Johnson	4/1/2023	Acquisition, subject to triple-net lease to a third-party licensed operator
Bartlett	1035 Illinois Rte. 59, Bartlett, IL	DuPage	5/1/2023	Acquisition, subject to triple-net lease to a third-party licensed operator
Elmhurst	123 W. Brush Hill, Elmhurst, IL	DuPage	5/1/2023	Acquisition, subject to triple-net lease to a third-party licensed operator
Spalding Post Acute	415 Airport Road, Griffin, GA	Spalding	5/1/2023	Acquisition, subject to triple-net lease to a third-party licensed operator
The Ridge at Beavercreek	2580 Hibiscus Way, Beavercreek, OH	Greene	6/1/2023	Acquisition, subject to triple-net lease to a third-party licensed operator
The Ridge at Lansing	1634 Lake Lansing, Lansing, MI	Ingham	6/1/2023	Acquisition, subject to triple-net lease to a third-party licensed operator
Casa Azul Skilled Nursing and Rehabilitation	1480 Katy Flewellen Road, Katy, TX	Fort Bend	6/1/2023	Acquisition, subject to triple-net lease to a third-party licensed operator
Meadow Creek Post Acute	7039 Alondra Blvd, Paramount, CA	Los Angeles	6/1/2023	Acquisition, subject to triple-net lease to a third-party licensed operator
Community Care Center	8665 La Mesa Blvd, La Mesa, CA	San Diego	6/1/2023	Acquisition, subject to triple-net lease to a third-party licensed operator
Jacob Care Center	4075 54th St, San Diego, CA	San Diego	6/1/2023	Acquisition, subject to triple-net lease to a third-party licensed operator
The Springs Post Acute	10625 Leffingwell Rd, Norwalk, CA	Los Angeles	6/30/2023	Acquisition, subject to triple-net lease to a third-party licensed operator
Santa Fe Post Acute	247 E. Bobier Drive, Vista, CA	San Diego	9/1/2023	Acquisition, subject to triple-net lease to a third-party licensed operator
Pacific Coast Manor	1935 Wharf Road, Capitola, CA	Santa Cruz	10/25/2023	Acquisition, subject to triple-net lease to a third-party licensed operator
Pacific Hills Manor	370 Noble Court, Morgan Hill, CA	Santa Clara	10/25/2023	Acquisition, subject to triple-net lease to a third-party licensed operator
Villas at San Bernardino	2985 North G Street, San Bernardino, CA	San Bernardino	1/3/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Columbia Post Acute	3535 Berrywood Drive, Columbia, MO	Boone	3/5/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Houston Transitional Care	8550 Jason Street, Houston, TX	Harris	3/5/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
North Houston Transitional Care	9814 Grant Rd, Houston, TX	Harris	3/5/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Torrey Pines	13101 Hartfield Avenue, San Diego, CA	San Diego	4/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
San Dimas	1740 S. San Dimas, San Dimas, CA	Los Angeles	4/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Yorba Linda	17803 Imperial Hwy, Yorba Linda, CA	Orange	4/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Brunswick	1070 Old Ocean Highway, Bolivia, NC	Brunswick	6/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Fletcher	86 Old Airport Road, Fletcher, NC	Henderson	6/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Ramseur	7166 Jordan Road, Ramseur, NC	Randolph	6/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Rockwell Park	1930 West Sugar Creek Road, Charlotte, NC	Mecklenburg	6/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Seven Oaks	3514 Sidney Road, Columbia, SC	Richland	6/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Gilroy Healthcare and Rehabilitation Center	8170 Murray Ave, Gilroy, CA	Santa Clara	8/7/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Glenburne Nursing and Rehabilitation Center	1901 Libby Avenue, Richmond, VA	Henrico	8/29/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Dennett Rehab Center	1113 Mary Dr, Oakland, MD	Garrett	10/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Mountain City Rehab Center	48 Tarn Terrace, Frostburg, MD	Allegany	10/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Ridgeway Rehab Center and Ridgeway Village Assisted Living	5743 & 5741 Edmondson Ave, Catonsville, MD	Baltimore	10/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Bethel Park Skilled Nursing and Rehabilitation Center	60 Highland Road, Bethel Park, PA	Allegany	11/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Peters Township Skilled Nursing and Rehabilitation Center	113 West McMurray Road, Canonsburg, PA	Washington	11/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Monroeville Skilled Nursing and Rehabilitation Center	885 MacBeth Drive, Monroeville, PA	Allegany	11/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Whitehall Borough Skilled Nursing and Rehabilitation Center	505 Weyman Road, Pittsburgh, PA	Allegany	11/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Dyersburg	1900 Parr Avenue, Dyersburg, TN	Dyer	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Humboldt	2031 Avondale Street, Humboldt, TN	Gibson	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Paris	800 Volunteer Drive, Paris, TN	Henry	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Clarksville	900 Professional Park Drive, Clarksville, TN	Montgomery	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Lewis County	119 Kittrell Street, Hohenwald, TN	Lewis	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Bethesda	444 One Eleven Place, Cookeville, TN	Putnam	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Mt. Juliet	2650 North Mt. Juliet Road, Mount Juliet, TN	Wilson	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Northside	202 East MTCS Road, Murfreesboro, TN	Rutherford	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Vanco	813 S. Dickerson Road, Goodlettsville, TN	Davidson	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Waverly	895 Powers Blvd., Waverly, TN	Humphreys	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Crestview	704 Dupree Road, Brownsville, TN	Haywood	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
McKenzie	175 Hospital Drive, McKenzie, TN	Carroll	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Lexington	727 East Church Street, Lexington, TN	Henderson	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
McNairy County	835 East Poplar Avenue, Selmer, TN	McNairy	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Aledo Rehabilitation & Health Care Center	304 S.W. 12th Street, Aledo, IL	Mercer	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Aspen Rehab & Health Care	1403 9th Avenue, Silvis, IL	Rock Island	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Havana Health Care Center	609 North Harpham Street, Havana, IL	Mason	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Kewanee Care Home	144 Junior Avenue, Kewanee, IL	Henry	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Riverview Estates of Havana	200 North Schrader Avenue, Havana, IL	Mason	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Royal Oaks Care Center	605 East Church Street, Kewanee, IL	Henry	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Toulon Rehabilitation & Health Care Center	Highway 17 East, Toulon, IL	Stark	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Watseka Rehabilitation & Health Care Center	715 East Raymond Road, Watseka, IL	Iroquois	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Arcola Health Care	422 East 4th Street, Arcola, IL	Douglas	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Bement Health Care Center	601 North Morgan Street, Bement, IL	Piatt	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Farmer City Rehab & Health Care	404 Brookview Drive, Farmer City, IL	De Witt	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Illini Heritage Rehab & Health Care	1315 Curt Drive, Champaign, IL	Champaign	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Tuscola Health Care Center	1203 Egyptian Trail, Tuscola, IL	Douglas	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Cornerstone Rehabilitation & Health Care Center	5533 N. Galena Road, Peoria Heights, IL	Peoria	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Roseview Rehabilitation & Health Care	145 S. Chamberlain St., Roseville, IL	Warren	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Eastview Terrace	100 Eastview Drive, Sullivan, IL	Moultrie	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Effingham Rehabilitation & Health Care Center	1610 N. Lakewood Drive, Effingham, IL	Effingham	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Palm Terrace of Mattoon	1000 Palm Avenue, Mattoon, IL	Coles	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Prairie Rose Health Care Center	900 South Chestnut Street, Pana, IL	Christian	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Sullivan Rehabilitation & Health Care Center	11 Hawthorne Lane, Sullivan, IL	Moultrie	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Nokomis Rehabilitation & Health Care Center	505 Stevens Street, Nokomis, IL	Montgomery	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Vandalia Rehabilitation & Health Care Center	1500 West St. Louis Avenue, Vandalia, IL	Fayette	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Shelbyville Rehabilitation & Health Care Center	2116 South 3rd Dacey Drive, Shelbyville, IL	Shelby	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
North Aurora Care Center	310 Banbury Road, North Aurora, IL	Kane	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Ironwood Estates of Sandwich	902 East Arnold Street, Sandwich, IL	DeKalb	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Sandwich Rehabilitation & Health Care Center	902 East Arnold Street, Sandwich, IL	DeKalb	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
South Elgin Rehabilitation & Health Care Center	746 W. Spring Street, South Elgin, IL	Kane	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Collinsville Rehabilitation & Health Care Center	614 North Summit Avenue, Collinsville, IL	Madison	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Lebanon Care Center	1201 North Alton, Lebanon, IL	St. Clair	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Swansea Rehabilitation & Health Care Center	1405 North Second Street, Swansea, IL	St. Clair	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Willow Rose Rehab & Health Care	410 Fletcher Street, Jerseyville, IL	Jersey	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Casey Health Care Center	100 N.E. 15th Street, Casey, IL	Clark	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Countryview Care Center of Macomb	400 W. Grant Street, Macomb, IL	McDonough	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Twin Lakes Rehab & Health Care	310 S. Eads Avenue, Paris, IL	Edgar	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Flora Gardens Care Center	701 Shadwell Avenue, Flora, IL	Clay	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Flora Rehabilitation & Health Care Center	232 Given Street, Flora, IL	Clay	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Mt. Vernon Health Care Center	5 Doctors Park Road, Mount Vernon, IL	Jefferson	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Rosiclare Rehabilitation & Health Care Center	1807 Fairview Road, Rosiclare, IL	Hardin	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Shawnee Rose Care Center	1000 W. Sloan, Harrisburg, IL	Saline	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Westside Rehabilitation & Care Center	601 North Columbia St., West Frankfort, IL	Franklin	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
White Oak Rehabilitation & Health Care Center	1700 White Street, Mount Vernon, IL	Jefferson	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Betty's Garden Memory Care of Kewanee	141 Acorn Street, Kewanee, IL	Henry	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Courtyard Estates of Bushnell	1201 N. Cole Street, Bushnell, IL	McDonough	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Courtyard Estates of Galva	1000 Courtyard Estate, Galva, IL	Henry	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Courtyard Estates of Herscher	100 Harvest View Lane, Herscher, IL	Kankakee	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Courtyard Village of Kewanee	860 Sunset Drive, Kewanee, IL	Henry	12/1/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Applingwood	1536 Appling Care Lane, Cordova, TN	Shelby	12/31/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Bright Glade	5070 Sanderlin Avenue, Memphis, TN	Shelby	12/31/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Covington Care	765 Bert Johnston Avenue, Covington, TN	Tipton	12/31/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Forest Cove	45 Forest Cove, Jackson, TN	Madison	12/31/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Northbrook	121 Physicians Drive, Jackson, TN	Madison	12/31/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
West Tennessee Transitional Care	597 West Forest Avenue, Jackson, TN	Madison	12/31/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Harbor View	1513 N 2nd Street, Memphis, TN	Shelby	12/31/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Millennium	5275 Millennium Drive, Huntsville, AL	Madison	12/31/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Meadowbrook	1245 E. College Street, Pulaski, TN	Giles	12/31/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Knoxville	7424 Middlebrook Pike, Knoxville, TN	Knox	12/31/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Wellpark	7512 Middlebrook Pike, Knoxville, TN	Knox	12/31/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
VanAyer	460 Hannings Lane, Martin, TN	Weakley	12/31/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Union City	1630 E. Reelfoot Avenue, Union City, TN	Obion	12/31/2024	Acquisition, subject to triple-net lease to a third-party licensed operator
Cumberland	4343 Ashland City Highway, Nashville, TN	Davidson	2/1/2025	Acquisition, subject to triple-net lease to a third-party licensed operator
Todos Santos	1081 Mohr Lane, Concord, CA	Contra Costa	03/01/2025	Acquisition, subject to triple-net lease to a third-party licensed operator
Alamitos West	3902 Katella Ave., Los Alamitos, CA	Orange County	04/01/2025	Acquisition, subject to triple-net lease to a third-party licensed operator
Katella Senior Living	3952 Katella Ave., Los Alamitos, CA	Orange County	04/01/2025	Acquisition, subject to triple-net lease to a third-party licensed operator
Emerald Bay	140 S. Marion Ave., Bremerton, WA	Kitsap	06/01/2025	Acquisition, subject to triple-net lease to a third-party licensed operator

Olympic View	1116 E. Lauridsen Blvd., Port Angeles, WA	Cowlitz	06/01/2025	Acquisition, subject to triple-net lease to a third-party licensed operator
Bridgeview Care	2701 Clare Ave., Bremerton, WA	Kitsap	06/01/2025	Acquisition, subject to triple-net lease to a third-party licensed operator
Edmonds Care	21400 72nd Ave. W, Edmonds, WA	Snohomish	06/01/2025	Acquisition, subject to triple-net lease to a third-party licensed operator
Sequim Health	650 West Hemlock St., Sequim, WA	Cowlitz	06/01/2025	Acquisition, subject to triple-net lease to a third-party licensed operator
Othello Care	495 N 13th Ave., Othello, WA	Adams	06/01/2025	Acquisition, subject to triple-net lease to a third-party licensed operator
Pullman Care	1310 NW Deane St., Pullman, WA	Whitman	06/01/2025	Acquisition, subject to triple-net lease to a third-party licensed operator
Meadow Park	75 Shore Dr., St. Helens, OR	Columbia	06/01/2025	Acquisition, subject to triple-net lease to a third-party licensed operator
Ivy Court	2200 Ironwood Pl., Coeur d'Alene, ID	Kootenai	06/01/2025	Acquisition, subject to triple-net lease to a third-party licensed operator
Silver Ridge	210 W. Lacrosse Ave., Coeur d'Alene, ID	Kootenai	06/01/2025	Acquisition, subject to triple-net lease to a third-party licensed operator
Valle Vista	1025 West 2nd Ave., Escondido, CA	San Diego	06/01/2025	Acquisition, subject to triple-net lease to a third-party licensed operator
Crestview Manor	350 South Vine Street, Escondido, CA	San Diego	06/01/2025	Acquisition, subject to triple-net lease to a third-party licensed operator

Schedule 6
To
Imperial Care, LLCs OHCA Notice

This Schedule 6 is submitted to the Office of Health Care Affordability with respect to the Material Change Notice filed by Imperial Care, LLC (“**Submitter**”) dba El Centro Post-Acute Care (the “**El Centro SNF**”) in response to 22 C.C.R. § 97438(b)(5), requiring Submitter to provide the following: “Description of transaction, which shall include the following: (A) The goals of the transaction; (B) A summary of terms of the transaction; (C) A statement of why the transaction is necessary or desirable; (D) General public impact or benefits of the transaction, including quality and equity measures and impacts; (E) Narrative description of the expected competitive impacts of the transaction; and (F) Description of any actions or activities to mitigate any potential adverse impacts of the transaction on the public.”

(A) The Goals of the transaction:

The goal of this transaction is to transition the El Centro SNF operations from Submitter to El Centro Regional Medical Center (“**ECRMC**”) and for ECRMC to operate the El Centro SNF as a distinct part of ECRMC’s hospital licensed facilities under 42 C.F.R. §483.5, with post-closing management by Bayshire, LLC (“**Bayshire**”), an affiliate of Submitter, with management support from Waypoint Management Consulting, LLC (“**Waypoint**”).

(B) A summary of the terms of the transaction:

By way of background, ECRMC operates a general acute care hospital located at 1415 Ross Avenue, El Centro, CA 92243, and certain outpatient and rural health clinics. The El Centro SNF is located at a separate building less than 250 yards from ECRMC’s main hospital buildings. ECRMC, Bayshire and Waypoint have entered into a Facility Management Agreement dated August 21, 2024 (the “**Facility Management Agreement**”), a copy of which has been included in this OHCA Material Change Notice, and the Facility Management Agreements sets forth the terms of the transaction. Assuming the proposed transaction closes, ECRMC will take over as licensed operator of El Centro SNF (as a “distinct part” nursing facility under ECRMC’s hospital license) and take assignment of El Centro SNF’s Medicare and Medi-Cal provider agreements. Moreover, pursuant to the Facility Management Agreement, Bayshire, with the assistance of Waypoint, will manage the El Centro SNF on behalf of ECRMC, and Imperial Care LLC will sublease El Centro SNF facility real property to ECRMC.

(C) A statement of why the transaction is necessary or desirable:

ECRMC is an experienced provider of healthcare services in El Centro, and the transaction will help ensure a continuum for better continuity of care for the community. The transaction will also allow the El Centro SNF and its residents to benefit from ECRMC’s more localized operations and strong relationships with regulators, payers, and communities locally and in California.

(D) General public impact or benefits of the transaction, including quality and equity measures and impacts:

ECRMC is an established healthcare provider in the community. We believe this transaction will be beneficial to the public, and will allow the El Centro SNF and its residents to benefit from ECRMC's resources, expertise, and local relationships, and help better ensure continuity of care for the community residents. This will allow El Centro SNF to better compete with regional skilled nursing facility chains, without giving any party to the transaction dominant market power over skilled nursing facility services in the local market. Rather, as noted below, we think this transaction would help to increase competition in Imperial County and in El Centro.

(E) Narrative description of the expected competitive impacts of the transaction:

Neither ECRMC nor any of its affiliates presently operated a skilled nursing facility in California, and so rather than consolidation which could lessen competition, the transaction would further competition by bringing in a new provider of skilled nursing services to Imperial County and the city of El Centro. Of course, even if ECRMC or its affiliates did operate other skilled nursing facility, California heavily regulates the reputability and responsibility of skilled-nursing facility operators (as well as limits the number of affiliated skilled nursing facilities they may own) pursuant to the Skilled Nursing Facility Ownership and Management Reform Act of 2022 (the "Act"). CDPH automatically denies applications for a skilled nursing facility where the applicant owns, operates, or manages 10 percent or more of the licensed skilled nursing facilities in California, unless CDPH in its discretion concludes that the interests of resident health and safety requires that an exception is warranted. Health & Safety Code § 1253.3(g)(12)(D).

(F) Description of any actions or activities to mitigate any potential adverse impacts of the transaction on the public:

There are no anticipated adverse impacts on the public resulting from this transaction.

FACILITY MANAGEMENT AGREEMENT

THIS FACILITY MANAGEMENT AGREEMENT (this “Agreement” or the “Management Agreement”), made as of the 21st day of August, 2024 (the “Effective Date”) by and among EL CENTRO REGIONAL MEDICAL CENTER, [an agency of the City of El Centro, California] (“ECRMC”), BAYSHIRE, LLC, a California limited liability company (“Manager”), and WAYPOINT MANAGEMENT CONSULTING, LLC, a California limited liability company (“Waypoint”). ECRMC, Bayshire and Waypoint may hereinafter be referred to as each, a “Party” and collectively, the “Parties.”

RECITALS

A. ECRMC operates a general acute care hospital located at 1415 Ross Avenue El Centro, CA 92243 (the “Hospital”). An affiliate of Bayshire, Imperial Care LLC, a California limited liability company (the “SNF Licensee”) operates a skilled nursing facility located at 1700 S Imperial Ave., El Centro, CA 92243 (the “Facility”), and has experience in the management and operation of skilled nursing facilities. Waypoint is a consulting firm with experience in the management and operation of skilled nursing facilities.

B. Bayshire via the SNF Licensee operates the Facility and certain other healthcare facilities via other affiliated entities under the terms of a Master Lease dated September 18, 2019, as amended (the “Facility Lease”) with CTR Partnership L.P. a Delaware limited partnership and Northshore Healthcare Holdings LLC, a Nevada limited liability company (collectively “Landlord”).

C. The parties intend that the licensure of the Facility will be transferred to the ECRMC, which will operate the SNF as a “distinct part” of the Hospital’s licensed facilities under 42 CFR § 483.5.

D. ECRMC desires to engage Bayshire, with the assistance of Waypoint, to manage the Facility on behalf of ECRMC, and Manager and Waypoint desire to accept such engagement, upon the terms and subject to the conditions contained herein.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, ECRMC, Manager and Waypoint agree as follows:

1. The Transition. For purposes of this Agreement, the “Transition” shall mean the approval by the California Department of Public Health of the addition of the Facility to the Hospital’s general acute care hospital license as a distinct-part skilled nursing facility; and the “Transition Date” shall mean the date on which the Transition occurs.

2. Pre-Transition Matters. Prior to the Transition:

(a) ECRMC shall apply to the appropriate regulatory authorities for all permits necessary to operate the Facility as a distinct-part skilled nursing facility to be managed by Manager, including —

- (i) the addition of the Facility to the Hospital's license; and
- (ii) enrollment of the Facility in the Medicare and Medi-Cal programs as a distinct part of ECRMC.

and shall diligently pursue and prosecute such applications to completion.

(b) Waypoint shall provide the pre-Transition services described in Attachment A hereto;

(c) The Parties shall cooperate reasonably and in good faith to achieve the Transition,

3. Upon the Transition. Upon the Transition Date:

(a) ECRMC will enter into a sublease (the "Lease") with Bayshire for the operation of the Facility, on terms reasonably satisfactory to ECRMC; provided that term of the Lease shall extend at least through the Expiration Date (as defined below).

(b) Manager will take all reasonable steps necessary to obtain consent from Landlord for the Lease.

(c) *[Other provisions].*

(d) The Facility will go by the name of El Centro Post Acute, which name may be changed upon the mutual agreement of the Parties.

(e) The provisions of Section 4 through Section 23 of this Agreement shall go into effect.

4. Appointment of Manager.

(a) Commencing on the Transition Date and ending on the Expiration Date, ECRMC hereby appoints Manager as its sole and exclusive manager of the Facility, subject to the services to be provided by Waypoint as provided in Section 8. ECRMC hereby retains Manager to supervise, manage, and operate the Facility as more fully described in this Agreement. Manager shall provide the management or other services under this Agreement in the name and for the account of ECRMC in accordance with the terms and conditions hereinafter set forth and the policies adopted or which may be adopted from time to time by ECRMC. The Parties acknowledge and agree that ECRMC remains responsible for the Facility's operations and delivery of patient services required under applicable state licensure laws. During the Term,
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Manager shall be allowed to use all of the Hospital's Licenses and Permits in connection with the operation of the Facility to the extent permitted under applicable laws and on the terms and conditions specified herein. By entering into this Agreement ECRMC does not delegate to Manager any such power, duties and ultimate responsibilities vested in ECRMC as the licensed operator of the Facility, and, during the term of this Agreement, ECRMC is and will remain the licensed operator of the Facility and, as such, shall be fully liable and legally accountable at all times to all patients and governmental agencies for patient care and funds, and for all other clinical aspects of the operation and maintenance of the Facility.

(b) Manager hereby accepts such appointment and agrees that it will faithfully perform its duties and responsibilities hereunder and use its diligent efforts to supervise, manage and operate the Facility in accordance with the terms of this Agreement and in compliance with all applicable laws. ECRMC agrees that it will in good faith, at any time, at the request of Manager, promptly execute and deliver to Manager all other further instruments necessary to vest in Manager authority required to perform the duties required under this Agreement.

(c) In the event that Hospital adds additional distinct part skilled nursing facility beds to its license, the Parties shall negotiate in good faith to attempt to have Manager serve as its sole and exclusive manager of the added beds.

5. Reserved Responsibilities and Shared Services.

(a) Licenses, Permits and Agreements. During the Term, ECRMC shall be the holder of all Licenses and Permits with respect to the Facility, and shall be the licensed and/or certified "provider" within the meaning of all third-party contracts for the Facility. Specifically, and without limitation, ECRMC shall hold in its name the Medicare and Med-Cal provider numbers and provider agreement with CMS and the California Department of Health Care Services ("DHCS"). ECRMC shall maintain in effect, in compliance with all applicable laws and regulations, all licenses, certifications, permits and provider agreements with governmental and commercial payers reasonably necessary for the operation of the Facility, and shall not, without prior consultation and coordination with Manager and Waypoint, terminate, relinquish or modify any such license, certification, permit or agreement, or suffer or permit the termination, modification or restriction of any such license, certification, permit or agreement.

(b) Shared Services and Personnel. During the Term, ECRMC shall provide the services for the Facility described on Attachment B (the "Shared Services"), and shall employ the personnel providing the Shared Services, including, but not limited to, a Medical Director for the Facility (the "Shared Services Personnel"). Subject to applicable background checks and qualification requirements as set forth in its employment policies, ECRMC shall offer employment, effective on the Transition Date, to any of the Shared Services Personnel who are then employed by Manager on substantially the same terms (including equivalent benefits) as the terms of their employment with Manager. At least sixty (60) days prior to the end of each year of operation of this Agreement, the Parties shall meet and negotiate in good faith concerning an annual adjustment of the costs set forth in Attachment B for Shared Services for the next year of

operation and modify such costs to reflect the actual cost of providing such services. If the Parties cannot in good faith come to agreement on such modification, any Party may provide sixty (60) day notice of termination of this Agreement.

(c) Lease. Except insofar as ECRMC's obligations under the Lease are expressly undertaken by Manager pursuant this Agreement, ECRMC shall maintain the Lease in effect throughout the term of this Agreement, and shall not engage in or suffer any act or omission that would constitute or result in a default under the Lease, or permit the termination or modification of the Lease.

(d) Control. ECRMC shall retain the powers, duties and responsibilities vested by law in ECRMC as the licensed operator of the Facility. In addition, the parties shall comply in all respects with the regulations at 42 CFR § 483.5, including the following:

(i) Subject to the Lease, such interests in the Facility shall be wholly owned by ECRMC;

(ii) The Facility shall be subject to the by-laws and operating decisions of the governing body of the Hospital.

(iii) ECRMC, as operator of the Hospital, shall have final responsibility for the Facility's administrative decisions and personnel policies, and final approval for the Facility's personnel actions.

(iv) The Facility shall function as an integral and subordinate part of the Hospital, with common resource usage of buildings, equipment, personnel, and services, as described in Attachment B.

(v) The administrator of the Facility shall report to and shall be directly accountable to the management of the Hospital.

(vi) The Facility shall have a designated medical director who is responsible for implementing care policies and coordinating medical care, and who is directly accountable to the management of the Hospital.

(vii) The Facility shall share income and expenses with the Hospital as provided in Attachment C, and shall report its costs on the Hospital's cost report.

(viii) In the event that CMS or any governmental agency finds that the terms of this Agreement do not comport with the regulatory definition of a distinct part, as defined by 42 CFR § 483.5, for the Facility, the Parties shall meet in good faith to amend this Agreement to comply with those requirements.

(e) Notice of Actions. Prior to taking any material action affecting the Facility pursuant to its right of control under this Agreement or under law or regulation, ECRMC shall

provide not less than thirty (30) days' advance notice of such decision to Manager and to Waypoint (unless, in the reasonable judgement of ECRMC, it is not feasible to provide such notice, in which case ECRMC shall provide as much notice as promptly when feasible), and shall consult reasonably and in good faith with Manager and Waypoint concerning such decision before it is implemented.

(f) ECRMC's Covenants. Following the Transition Date and thereafter throughout the Term of this Agreement, ECRMC shall, with the assistance and consultation of Manager and Waypoint as provided herein, take all measures reasonably necessary to maintain the Facility in operation as a distinct part of the Hospital, including:

(i) maintaining all licenses and permits necessary for the proper operation of the Facility as a distinct part skilled nursing facility operating 123-beds in full force and effect, and timely filing all reports, statements, renewal applications and other filings, and timely paying all fees and charges in connection therewith that are required to keep such licenses and permits in full force and effect;

(ii) curing any deficiencies and any violations which may be cited by the State of California or any other governmental authority having jurisdiction over the Facility and promptly providing Manager with written notice of any such deficiencies and violations;

(iii) causing to be filed promptly, and in any case prior to the date such reports are due, all cost reports (including all cost reports filed pursuant to Title XVIII and XIX of the Social Security Act, as amended) and all amendments thereto required to be filed with any governmental or regulatory authority in respect of the Facility;

(iv) complying with all provisions of the Lease.

(g) Marketing. ECRMC shall be solely responsible for marketing of the Facility and its services through the use of Shared Services Personnel.

(h) Contracting. ECRMC shall enter into and/or maintain all such third party payor contracts that Manager deems reasonable, appropriate or necessary for the Facility, including without limitation, the Medicare and Medi-Cal provider agreements, HMO, insurance payors, managed care contracts, etc. (collectively, "Provider Agreements"), as well as all other contracts as ECRMC and Manager, working together in good faith, may deem necessary or advisable for the furnishing of all ancillary services, concessions and other services as may be needed from time to time for the maintenance and operation of the Facility, including but not limited to, therapy services.

(i) Entry. ECRMC shall have the right to enter upon any part of the Facility during regular business hours and upon twenty-four (24) hours' notice (or such earlier time as may be necessary under exigent circumstances) to Manager for the purpose of examining or inspecting same or examining or making extracts of books and records of the Facility, but the same shall be

done at such times as may be reasonably designated by, and in a manner to cause as little disruption to the business of the Facility as possible.

(j) Cooperation. ECRMC will cooperate in all reasonable respects with Manager in operating and supervising the operations of the Facility.

6. Rights and Duties of Manager.

(a) Generally. Manager shall provide all management and administrative services reasonably necessary for the proper operation of the Facility, other than the Reserved Responsibilities and the Shared Services and Personnel (the "Management Services"). Unless expressly stated otherwise, the Management Services shall be performed at Manager's sole cost and expense. Manager shall provide the Management Services (a) in good faith and in a manner consistent with generally accepted standards of practice and procedures followed by professional facility managers of facilities of similar type and quality, (b) in substantial compliance with applicable state and federal laws, and (c) in substantial compliance with standards and requirements set forth by The Joint Commission, the California Department of Public Health ("CDPH), Centers for Medicare and Medicaid Services ("CMS") and other applicable accrediting and licensing bodies ("Management Standards").

(b) Provider Numbers. In connection with Manager's assumption of operational and financial responsibility for the Facility, ECRMC shall provide to and allow Manager to access, ECRMC's Medicare and Medi-Cal provider numbers, and any other numbers, codes or passwords necessary to allow Manager to bill for services rendered at the Facility to any and all third party payors, including without limitation Medicare and Medi-Cal (collectively, the "Provider Numbers"). Notwithstanding the foregoing, to the extent required by law or licensing regulations or standards, ECRMC shall retain ultimate professional and administrative responsibility for the organization, management, operation and control of the Facility and shall be responsible for compliance with licensing requirements for the organization, management, operation and control of the Facility; and Manager shall perform all functions provided for in this Agreement in accordance with applicable laws.

(c) Administrative Functions; Billing. Except as otherwise provided herein, Manager shall arrange (utilizing Facility personnel as appropriate), at its sole cost and expense, and to the extent applicable ECRMC shall cooperate with Manager, for the provision of the bookkeeping, accounting, and administrative functions, including, but not limited to, the following, as reasonably necessary for the efficient and proper operation of the Facility:

- (i) preparation and maintenance of business records and financial and other reports;
- (ii) establishment and administration of accounting procedures and controls;
- (iii) financial and business planning;

(iv) processing and payment of accounts payable;

(v) billing, processing and collection of accounts receivable, including the billing and completion of any reports and forms that may be required by insurance companies, governmental agencies, or other third-party payors; and

(vi) providing and processing of all employee record keeping, payroll accounting (including social security and other payroll tax reporting), and benefits for all employees of the Facility.

(d) Utilities. ECRMC and Manager shall reasonably cooperate with each other to arrange for the utilities reasonably required for operation of the Facility, including, but not limited to, telephone, electricity, gas, water and refuse disposal, taking advantage of efficiencies of scale wherever possible by using Hospital resources. Manager shall bear the cost and expense of such utilities to the extent such expenses are fairly allocable to the Facility.

(e) Supplies and Inventory. Manager shall arrange for the provision and replenishment, as Manager deems necessary, of all supplies and inventory used in the Facility, at its sole expense. Manager may from time to time take advantage of GPO affiliation and supply discounts through ECRMC's GPO, which ECRMC shall facilitate by placing such orders on Manager's behalf for reimbursement by Manager.

(f) Personnel.

(i) Subject to the provisions of Section 5(d)(iii), and except for the Shared Services Personnel, Manager shall hire and be responsible for all aspects of administration of employees, including hiring, training, supervision, and termination. All of such employees (other than the Shared Services Personnel) shall be employees of Manager. Manager shall maintain worker's compensation insurance as required by law or under this Agreement and employer's liability insurance in accordance with the Manager's standard policy. Manager shall be responsible, also, for coordinating health insurance coverages (including COBRA matters) for the employees of the Facility. Termination decisions with respect to employees shall be made by Manager in a manner consistent with Manager's applicable policies, and shall be subject to the approval of ECRMC in accordance with Section 5(d)(iii). Manager shall arrange for maintenance of the payroll records of all Manager's employees, for the issuance of monthly paychecks, and for the payment and withholding from such paychecks of appropriate amounts for income tax, social security, unemployment insurance, and for all benefits, including vacation, holidays, and other benefits in accordance with its policies.

(ii) Manager shall provide to ECRMC, or shall cause each of Manager's employees to provide, satisfactory evidence, prior to his or her employment at the Facility, that he or she is free from contagious disease and does not otherwise present a health hazard to Facility patients, employees, volunteers or guests. Such testing shall include: (i)(A) evidence of the completion of a tuberculin skin test with the past year

(within the last 12 months) that is negative, or (B) if the skin test is positive (1) evidence that such employee is free of symptoms of pulmonary disease, and (2) a chest x-ray and (ii) a negative drug screening.

(iii) Manager shall provide training to its employees at the Facility on the Hospital's policies and procedures applicable to the Facility, including its code of conduct, and privacy, security and compliance policies (the "Hospital Policies"). Manager shall take appropriate disciplinary action against any employee of Manager at the Facility who violates any Hospital Policy.

(iv) Manager shall hire an Administrator and a Director of Nursing with all such requisite experience and certifications and who have experience in the management or direction of skilled nursing facilities. As provided in Section 5(d)(v), the Administrator shall directly report to the management of the Hospital. The Administrator and Director of Nursing shall meet required statutory and regulatory requirements and standards necessary for serving in such role at a California skilled nursing facility, including all required criminal background checks. Upon the written request of ECRMC, Manager shall identify, by position title and job description, all of the management personnel who are currently performing the services necessary for administration of the Facility, which shall include a resume for a candidate for each position, and, if required by law, proof of each person's qualifications (including any required licenses).

(v) In the event of a disagreement between Manager and ECRMC concerning the hiring, discipline or termination of employment of the administrator of the Facility, unless ECRMC determines, in its sole, but reasonable discretion, that his or her continued employment would create an imminent risk of harm to patients or to the reputation of ECRMC or the Facility, the Parties (including Waypoint) agree to meet and confer in an effort to resolve the disagreement, and Waypoint shall assist ECRMC and Manager to develop a reasonable 30-day performance improvement plan. If the employee does not meet the reasonable requirements of the plan, ECRMC may exercise its rights under Section 5(d)(iii).

(g) Compliance.

(i) Manager shall use its diligent efforts to institute all plans, practices and procedures necessary to assure substantial compliance with all applicable statutes, rules, regulations, directives, practices and procedures required by Federal, State, local authorities, The Joint Commission and other accrediting bodies, including, without limitation, by way of developing and implementing new policies and procedures in connection with any Plan of Correction or similar response made to a Statement of Deficiencies or similar report received by Manager as a result of an inspection or survey by State or Federal licensing or certification inspectors.

(ii) The parties further acknowledge that they are subject to certain federal and state laws governing the referral of patients which are in effect or will become effective
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during the term of this Agreement. These laws include prohibition on payments for referral or to induce the referral of patients (California Business and Professions Code §650; California Labor Code §3215; and the Medicare/Medicaid Fraud and Abuse Law, §1128B of the Social Security Act). Nothing in this Agreement is intended or shall be construed to require any party to violate any such laws, and this Agreement shall not be interpreted to:

- (1) Require Manager or Waypoint to make referrals to the Hospital or ECRMC for services, or to recommend or arrange for such services, or to be in a position to make or influence referrals to the Facility or ECRMC, or otherwise generate business for the Facility or ECRMC; or
- (2) Provide for payments in excess of the fair market value for services provided under this Agreement.

(h) Marketing. Manager will consult with ECRMC in connection with marketing the Facility, and shall assist ECRMC in the preparation of marketing materials. However, Manager shall not be responsible for marketing the Facility or its services, and shall not engage in marketing, recommending or promoting the Facility to prospective patients, payers or referral sources.

(i) Meetings; Information.

(i) Manager shall meet with Hospital leadership quarterly, and more frequently upon request, and shall provide the Hospital with such reports concerning the Facility and its operations as the Hospital may reasonably request.

(ii) Manager shall promptly notify the Hospital of any of the following of which it becomes aware:

- (1) An incident or occurrence that requires a resident to be transferred to the ECRMC Facility;
- (2) Epidemic Outbreaks;
- (3) Poisoning (other than minor incidents such as food poisoning);
- (4) Fire in the Facility;
- (5) Death of resident from an “unusual occurrence” as defined by CDPH;
- (6) Incidents in which the Administrator reasonably believes threaten the welfare, safety or health of residents, staff or visitors;

- (7) Allegations of abuse required to be reported pursuant to AB 40;
- (8) Scheduled or unannounced visit from any regulatory agencies (and, as soon as practicable, will notify ECRMC's risk manager and ECRMC's administrator on call); and
- (9) Any material adverse written notification to CDPH or other regulatory agencies.

7. Fees and Billing.

(a) Fees. Manager shall, in consultation with ECRMC, have the right to determine the fee schedules and contract rates for the services rendered by the Facility.

(b) Billing and Collection.

(i) Manager will supervise the issuance of bills or invoices for services and materials furnished by the Facility and supervise the collection of accounts receivable and monies owed to the Facility; maintain accounting, billing, patient and collection records; and prepare and file, or supervise the preparation and filing of, insurance, Medicare, Medi-Cal and any and all other necessary or desirable applications, reports and claims related to revenue production.

(ii) Manager shall act as the agent of ECRMC with respect to billing and collecting, and billing for services provided by the Facility which shall be in the name of ECRMC for the account of ECRMC. ECRMC hereby appoints Manager, for the purposes of this Agreement, as its true and lawful attorney-in-fact: (i) to bill payors on behalf of ECRMC for such Facility services; (ii) to collect accounts receivable on behalf of ECRMC for such Facility services; and (iii) to receive all payments in respect of accounts receivable on behalf of ECRMC for such Facility services from all payors or otherwise, and to take possession of, and endorse in the name of ECRMC any notes, checks or other payment in respect of such billings or otherwise (except as prohibited by applicable law and regulations), and to deposit or remit such payments in accounts maintained at banking institutions identified by ECRMC.

(iii) Any collection efforts by Manager on ECRMC's behalf for such Facility services will comply with all applicable federal and state laws and regulations governing debt collection. Manager shall not initiate any collection action without giving ECRMC at least five (5) days' prior written notice, which may be by electronic mail.

(iv) To facilitate Manager's rights and duties under this Agreement with respect to billing and collection of payments for services furnished at the Facility, ECRMC agrees that on such date (such date being referred to herein as the "Tie-In Date") on which the CMS issues a tie-in notice for the purpose of tying ECRMC's Medicare provider number to its NPI number and tax identification number, and (B) in the case of Medi-Cal, the date

on which a Medi-Cal provider agreement has been issued to ECMRC by the Medi-Cal Provider Certification office and a Medi-Cal billing number has been issued to ECRMC by the Medi-Cal Provider Enrollment office (collectively, the “Tie-In”), it shall execute such documentation as may be required by its depository banks to provide Manager with view access into such depository bank account of ECRMC in which is deposited payments by Medicare or Medi-Cal (hereinafter referred to as “Accounts Receivable Account”). ECRMC agrees it may only withdraw and transfer sums on deposit in the Accounts Receivable Account with the prior written approval of Manager. ECRMC shall, as soon as practicable, but in no event more than five (5) business days after receipt thereof, pay any and all Collections (as defined in Attachment C) to Manager.

(v) The provisions of this subsection 7(b) shall survive termination of this Agreement with respect to services provided during the term of this Agreement and Collections derived therefrom.

8. Waypoint’s Services. Waypoint agrees to provide the services set forth in Attachment A (the “Waypoint Consulting Services”). The Parties acknowledge and agree that the sole obligation of Waypoint shall be to provide the pre-Transition services and the consulting services described in Attachment A, and that Waypoint shall not be responsible for the obligations of the Manager under this Agreement.

9. Licenses and Permits.

(a) ECRMC and Manager shall each use commercially reasonable efforts to obtain and maintain in effect at all times during the Term hereof all licenses and permits necessary and appropriate to operate the Facility. ECRMC shall not, without the written approval of Manager, terminate, abandon, relinquish or amend any license or permit used in the operation of the Facility, or any enrollment in or provider agreement pertaining to any governmental or commercial third-party payment program. At the request of the Manager, ECRMC shall cooperate reasonably with Manager in connection with the negotiation, amendment or termination of any agreement relating to any such program and shall not unreasonably refuse to enter into any such agreement requested by Manager.

(b) After the Transition Date, unless due to the negligence or misconduct of ECRMC, Manager shall bear the reasonable cost of maintaining the following: (a) the licensure of the Facility as a skilled nursing facility by the state of California; (b) the certification of the Facility for Medicare and Medi-Cal reimbursement as a skilled nursing facility; and (c) any other certifications currently in effect or necessary with respect to the Facility.

(c) Each party shall promptly provide to the other party as and when received all material written notices, reports or correspondence from governmental agencies that assert material deficiencies or charges against the Facility or that otherwise threaten the suspension, revocation, or any other action adverse to any approval, authorization, certificate, determination, license or permit required or necessary to own or operate the Facility. ECRMC and Manager

shall reasonably cooperate with each other in any appeal of any action taken by any governmental agency against the Facility.

10. Subcontracting. Manager may, in its discretion (but subject to the rights of ECRMC under Section 5(d)(iii)), subcontract any of the services to be provided by it under this Agreement to one or more subcontractors as may be determined by Manager, including Waypoint. Manager shall give ECRMC advance written notice (which may be by electronic mail) of any such subcontract to be entered into with a service provider other than Waypoint.

11. Use of Facility; Access to Facility.

(a) Except as may be required by law or by any governmental authority having jurisdiction thereof, ECRMC shall cause the Facility to be, and Manager shall use and occupy the Facility as, a validly licensed and duly certified distinct part unit of a hospital with at least 123-licensed skilled nursing facility beds for the entire Term and Manager shall have the right to offer or to perform incidental and/or administrative services related to said uses.

(b) Manager shall not conduct or permit to be conducted or continued on the Facility any business or permit any act which is contrary to or in violation of any applicable law, ordinance or governmental code or regulation. Manager will keep the Facility in a clean, orderly condition and agrees to comply with all health and sanitary regulations of appropriate governmental agencies.

12. Term.

(a) Term. The Term of this Agreement (the “Initial Term”) shall commence on the Effective Date, and shall expire at midnight on the last day of the month that is five (5) years after the Transition Date (the “Expiration Date”).

(b) Extensions. Following the Initial Term and any Extension Term, the term of this Agreement shall be automatically extended for three successive five (5)-year renewal terms (each such renewal, an “Extension Term” and, together with the Initial Term, the “Term”), unless either party gives the other party written notice of its intention not to renew this Agreement at least one hundred eighty (180) days prior to the expiration of the then current Term.

(c) Failure of Transition. Any party to this Agreement may terminate it on thirty (30) days’ written notice to the others given before the Transition Date, if the Transition Date has not occurred within twelve (12) months of the Effective Date.

(d) Termination of Lease. This Agreement shall terminate upon termination of the Lease for any cause or reason.

(e) Termination for Cause. This Agreement may be terminated as provided in Section 25.

(f) Changed Circumstances. If (i) this Agreement, or any provision of this Agreement that a party reasonably determines is material to its interests, is declared by a court of competent jurisdiction to be invalid or enforceable, or (ii) any law, regulation, advisory opinion or guidance is enacted, adopted or issued by any governmental agency (including any negative change or material reduction in reimbursement rates for the Facility), or any of the parties receives any written notice from any governmental agency (any of the foregoing, a “Change in Circumstance”), as the result of which Change in Circumstance any party to this Agreement reasonably determines that (x) this Agreement, or any provision of it that such party reasonably determines is material to its interests, cannot lawfully be implemented in accordance with the original intent of the parties, or (y) that its continued performance under this Agreement would, solely as a result of such Change in Circumstance, be rendered infeasible or uneconomical, then at the written request of any party (a “Meeting Request”) the parties shall meet in good faith to amend this Agreement so as to give substantial effect to the original intent and economic interests of the parties hereunder. If the Parties fail to agree on such an amendment within thirty (30) days of delivery of the Meeting Request, any Party may terminate this Agreement on sixty (60) days’ further notice to the other parties.

(g) Transition upon Expiration Date. Upon termination or expiration of this Agreement:

(i) the Parties shall use commercially reasonable efforts to effectuate the complete transition of operations of the Facility to Manager and/or a different hospital partner (the “Replacement Hospital Partner”);

(ii) in accordance with applicable law, the Parties execute any and all documents required to effectuate such transition, including: (y) any documents required for Manager’s change of ownership application with CDPH; and/or (z) any documents required to transition the Facility’s Licenses and Permits to the Replacement Hospital Partner so that the Facility will remain a “distinct part” skilled nursing facility with the same number of beds/units as are operational on the Transition Date; and

(iii) ECRMC shall permit Manager to bill under ECRMC’s Provider Agreements and give Manager access to ECRMC’s Provider Numbers until such time as Manager and/or the Replacement Hospital Partner has been fully credentialed and approved under its own provider agreements and obtained its own provider numbers. Any amounts received by ECRMC in connection with any billings pursuant to this Section 12(g) shall be remitted by ECRMC to Manager no later than five (5) Business Days after ECRMC’s receipt thereof.

13. Management and Consulting Fees. Commencing on the Transition Date, as compensation in full for the Management Services and the Waypoint Consulting Services, ECRMC shall pay Manager and Waypoint the fees set forth in Attachment C.

14. Payment of Facility Costs. All costs of operating the Facility shall be paid from Collections for services provided by Facility (as defined in Attachment C), and neither Manager nor Waypoint shall have any obligation to pay or contribute to any cost of operating the Facility,
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other than the cost of its personnel providing services under the Agreement. At least sixty (60) days prior to the end of each year of operation of this Agreement, the Parties shall meet and negotiate in good faith concerning the costs and fees defined in Attachment C for Facility operation for the next year of operation and modify such costs if in the reasonable judgment of a Party such costs are detrimental to its reasonable expectation of profitability of the Facility. If the Parties cannot in good faith come to agreement on such modification, any such Party may provide sixty (60) day notice of termination of this Agreement.

15. Taxes. Manager shall cause taxes, assessments, and charges solely upon the Facility or the business conducted therein by any governmental authority, including interest and penalties thereon, specifically excluding any real property taxes, any income or franchise taxes payable by ECRMC, and any franchise, corporate, estate, inheritance, succession, capital levy or transfer tax imposed on ECRMC (collectively, "Taxes"), to be paid when due; provided that Taxes shall be paid solely from the revenues of the Facility, and Manager shall have no personal liability or obligation therefor. Manager shall not cause such Taxes to be paid if (a) such Taxes are in good faith being contested by ECRMC at its sole expense and without cost to Manager, (b) enforcement for non-payment of such Taxes is stayed, and (c) ECRMC shall have given Manager written notice of such contest and stay and authorized the non-payment thereof, not less than ten (10) days prior to the date on which such Taxes are due and payable. Notwithstanding the foregoing, the payment of any taxes owed by Manager or Waypoint, including income tax, due as a result of payment received under this Agreement shall remain the sole obligation of those entities and ECRMC shall be held harmless for such taxes.

16. Compliance with Law.

(a) Manager, Waypoint and ECRMC shall comply at all times with any required laws, orders, regulations, licenses, permits, certification requirements, and certificates of any departments, authorities or agencies having jurisdiction over the Facility or the use or occupation thereof. ECRMC and Manager shall take commercially reasonable action which is required by any authority having jurisdiction over the Facility or which may be necessary in order to maintain the Facility as validly licensed and duly certified distinct-part skilled nursing facility in accordance with the applicable rules and regulations of the State of California, federal governmental authorities and accrediting bodies, including, but not limited to, the United States Department of Health and Human Services ("DHHS"), the Centers for Medicare and Medicaid Services ("CMS"), and the relevant State agency.

(b) Manager shall promptly provide to ECRMC copies of any Statement of Deficiencies or similar report received by Manager as a result of an inspection or survey by State or Federal licensing or certification inspectors, as well as copies of any Plan of Correction or similar responses made to such reports. Manager shall also promptly provide to ECRMC copies of any written notice of a material violation of any law, rule, regulation, ordinance or other obligation imposed by any federal, state, local, or other governmental or quasi-governmental regulatory authority (including, without limitation, CMS) or other written communications from

federal or state officials which impose any sanction or penalty, including but not limited to, bans on admissions, denial of payment on new admissions, interim management, decertification or monetary penalties.

(c) Manager shall promptly notify ECRMC of all material pending legal actions of which Manager has knowledge. Manager shall have the right to institute any and all legal actions or proceedings to collect charges, rent, or other sums due the Facility or to lawfully oust or dispossess tenants or other persons in possession under, or lawfully cancel, modify, or terminate any Management Agreement, license, or concession agreement for the breach thereof or default thereunder by the tenant, licensee, or concessionaire. Additionally, Manager may take appropriate steps to protect and/or litigate to final judgment in any appropriate court any violation or order affecting the Facility.

17. Maintenance, Repairs and Services.

(a) Manager shall be responsible for maintaining and repairing the Facility insofar as the maintenance and repair thereof is the obligation of ECRMC under the Lease.

(b) Manager shall be responsible for the maintenance, repair, upkeep, replacement, cleaning, and renovating to the interior of the Facility as necessary to keep the Facility in compliance with the Lease and with all governmental or regulatory rules and regulations applicable to the Facility. ECRMC hereby acknowledges and agrees that title and ownership of all repaired and replaced furniture, fixtures, equipment made hereunder shall be a part of Manager's Personal Property, and shall belong to and is for the benefit of the Manager.

(c) Manager shall be responsible for maintaining, repairing and replacing the furniture, fixtures and equipment used or held for use in connection with the operation of the Facility, all of which shall be the exclusive property of Manager, and which Manager may remove from the Facility upon termination or expiration of this Agreement if the Lease is not assumed by or assigned to Manager in accordance with the provisions of Section 12(f).

(d) Notwithstanding the foregoing, ECRMC and Manager expressly acknowledge and agree that the provisions of Sections 17(b) and (c) shall be expressly subject to all such terms and conditions in the Lease, including if applicable, any terms or provisions regarding Landlord's reversionary interest in such repaired and replaced furniture, fixtures, equipment upon expiration or termination of the Lease, as may be set forth in the terms and conditions of the Lease.

18. Reports.

(a) Manager will furnish or arrange for the preparation of, and deliver to ECRMC, the following information with respect to the Facility within the time periods set forth below:

(i) within thirty (30) days following the end of each calendar month:

(1) unaudited monthly financial statements, consisting of a balance sheet and a statement of profit and loss as of and for the month then ended, prepared on an accrual basis and in accordance with GAAP; and

(2) monthly census and quality indicator information as of the end of such month in sufficient detail to show by payor mix (i.e., private pay, Medicare, Medicaid and other), the average monthly census, and occupancy rates.

(ii) within ninety (90) days after the close of each fiscal year during the term of this Agreement, a balance sheet and a statement of profit and loss for the Facility for the fiscal year then ended prepared in accordance with GAAP.

(b) All fees, expenses and charges incurred in compliance with subsection (a) are expenses of the Manager. However, if ECRMC requests Manager to develop any non-standard report that (i) is of a type that Manager is not then utilizing in connection with the Facility, and (ii) would require more than eight (8) hours of work by the appropriate personnel of Manager or its subcontractor to develop and implement, then Manager shall prepare and submit to ECRMC a written "statement of work" setting forth the estimated cost of development for such report, and Manager shall not be required to proceed with the development and implementation of such report unless and until ECRMC shall have approved such statement of work and agreed to pay the cost thereof as set forth in such statement.

19. Signage. All signage on the exterior of the Facility shall be subject to prior written approval of ECRMC and Manager, and shall comply with all applicable laws.

20. Indemnification.

(a) Manager shall indemnify, protect defend and hold harmless ECRMC, Waypoint and their respective officers, directors, members, managers from and against any and all claims, losses, costs, expenses (including, but not limited to, attorneys' fees and disbursements) (whether relating to any person or to property, both real or personal) ("Claims") by and on behalf of any person or entity first arising from and after the Transition Date from (1) Manager's breach of any provision of this Agreement; and (2) any negligent act or omission of Manager in the performance of its obligations under this agreement; provided that this indemnity shall not extend to injury, damages or loss insofar as it is caused by the breach of this Agreement by any other party hereto, or the negligence or willful misconduct of such party.

(b) Waypoint shall indemnify, protect defend and hold harmless ECRMC, Manager and their respective officers, directors, members, managers from and against any and all Claims by and on behalf of any person or entity first arising from and after the Transition Date from (1) Waypoint's breach of any provision of this Agreement; and (2) any negligent act or omission of Waypoint in the performance of its obligations under this agreement; provided that this indemnity shall not extend to injury, damages or loss insofar as it is caused by the breach of this Agreement by any other party hereto, or the negligence or willful misconduct of such party.

(c) ECRMC shall indemnify, protect defend and hold harmless Manager, Waypoint and their respective officers, directors, members, managers from and against any and all Claims by and on behalf of any person or entity first arising from and after the Transition Date from (1) ECRMC's breach of any provision of this Agreement; and (2) any negligent act or omission of ECRMC in the performance of its obligations under this Agreement; provided that this indemnity shall not extend to injury, damages or loss insofar as it is caused by the breach of this Agreement by any other party hereto, or the negligence or willful misconduct of such party.

(d) A Party seeking indemnification under this Section 20 shall give the other Parties prompt written notice of the claim for which it seeks indemnification. Failure of the Party seeking indemnification to give such prompt notice shall not relieve any indemnifying Party of its indemnification obligation, provided that such indemnification obligation shall be reduced by any damages suffered by the indemnifying Party resulting from a failure to give prompt notice hereunder. The indemnifying Party shall provide the defense of such claim, including, without limitation, retention and payment of attorneys. A Party providing indemnification under this section may defend such claim with counsel of their own choosing providing such counsel is reasonably satisfactory to the Party claiming indemnification.

21. Parking. Manager and Manager's employees, contractors and invitees shall be allowed to park in the Facility's parking lots, as determined by Manager.

22. Alterations and Additions. Manager may at any time and from time to time during the Term make or permit to be made any structural or non-structural alteration, addition, change or improvements of, in or to the Facility, provided such alterations or additions are permitted by the Lease and approved by ECRMC, whose approval shall not be unreasonably withheld, delayed or conditioned.

23. Insurance.

(a) Manager, at Manager's expense, shall procure and maintain during the Term, the following insurance coverages:

(i) Workers' Compensation Insurance as required by the State of California with statutory limits and Employers Liability Insurance with coverage limits of at least \$1,000,000 per occurrence or claim and \$1,000,000 aggregate.

(ii) Commercial General Liability Insurance on a "claims made" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of at least \$5,000,000 per occurrence and \$5,000,000 aggregate. ECRMC and its affiliated entities shall be named as additional insureds.

(iii) Professional Liability Insurance with coverage limits of at least \$5,000,000 per occurrence or claim and \$5,000,000 general aggregate.

(iv) Cyber Risk Liability Insurance covering claims arising from the disclosure of any personally identifiable information, privacy violations, or other damage to ECRMC's electronic data with limits of no less than \$3,000,000 per occurrence and \$3,000,000 aggregate.

(v) Automobile Liability Insurance covering owned and non-owned autos with limits of at least \$1,000,000 per accident for bodily injury and property damage.

(vi) Fidelity/Crime Insurance with coverage limits of at least \$1,000,000 per loss including coverage for losses of third-parties and joint loss payee status for ECRMC and its affiliated entities.

(b) The foregoing insurance shall be with an insurance company authorized to do business in the State of California and with a claims paying ability rating of "A-" or better. Manager shall provide ECRMC with certificates of insurance with respect to such policies.

(c) Manager agrees to name ECRMC as an "additional insured" and/or loss payee, as applicable, on Manager's policies of insurance. The definition of additional insured shall include all partners, officers, directors, employees, agents and representatives of the named entity. Further, coverage for "additional insured" shall apply on a primary basis irrespective of any other insurance, whether collectible or not. With respect to any "claims made" insurance policies covering the operation of the Facility prior to the non-continuation date or termination of this Agreement, Manager shall procure an extended reporting or "tail" insurance policy effective as of the Expiration Date and naming ECRMC as an additional insured thereunder for a period of two (2) years.

(d) ECRMC shall maintain commercially reasonable and adequate property insurance and general and professional liability insurance or a program of self-insurance with respect to the Facility.

24. Assignment. Except as provided in this Section 24, no Party may assign this Agreement without the prior written consent of the other parties, which consent shall not be unreasonably withheld, conditioned or delayed. However, any Party may, on not less than thirty (30) days' prior written notice to the other Parties, assign or otherwise transfer (by operation of law or otherwise) this Agreement or its rights hereunder any person or entity which controls, is controlled by or is under common control with such party. Any such assignment shall be subject to such regulatory approvals as may be required by applicable law or regulation. Manager and Baypoint acknowledge that ECRMC is in negotiation with Imperial Valley Healthcare District ("IVHD") concerning a sale of all assets and operations from ECRMC to IVHD. All Parties agree that assignment and transfer of this Agreement, the Facility license and the Lease from ECRMC to IVHD is hereby approved and each Party shall mutually cooperate as necessary to effect such assignment and transfer.

25. Default.

(a) Termination by ECRMC. ECRMC may terminate this Agreement on written notice to Manager and Waypoint if: (i) Manager or Waypoint defaults in the performance of any provision of this Agreement and such default is not cured within 30 days following written notice from ECRMC specifying such default (the “Cure Period”; provided that, if the default is reasonably capable of being cured but not within such 30 day period, the Cure Period shall be extended for as long as Manager or Waypoint, as the case may be, is diligently prosecuting such cure to completion); (ii) a petition in bankruptcy is filed by or against Manager or Waypoint (provided Manager or Waypoint, as the case may be, shall have 90 calendar days to stay any involuntary proceeding); (iii) Manager or Waypoint makes an assignment for the benefit of its creditors, or a receiver is appointed for Manager or Waypoint or its respective assets and such receiver is not dismissed within 60 days of its appointment; (iv) Manager fails to cure or abate any Immediate Jeopardy within the time period permitted by such governmental authority for cure or abatement; (v) a governmental authority terminates or suspends any material license or permit relating to the Facility solely due to an action or inaction by Manager or Manager’s agents; or (vi) Manager or Waypoint is excluded from participating in any federal health care programs by the Office of the Inspector General of the U.S. Department of Health and Human Services.

(b) Termination by Manager. Manager may terminate this Agreement if: (i) ECRMC defaults in the performance of any provision of this Agreement and such default is not cured within 30 days following written notice from Manager specifying such default (the “Cure Period”; provided that, if the default is reasonably capable of being cured but not within such 30 day period, the Cure Period shall be extended for as long as ECRMC is diligently prosecuting such cure to completion); (ii) a petition in bankruptcy is filed by or against ECRMC (provided the ECRMC shall have 90 calendar days to stay any involuntary proceeding); (iii) ECRMC makes an assignment for the benefit of its creditors, or a receiver is appointed for ECRMC or its assets and such receiver is not dismissed within 60 days of its appointment; (iv) a governmental authority terminates or suspends any material license or permit relating to the Facility solely due to an action or inaction by ECRMC or ECRMC’s agents; (vi) ECRMC is excluded from participating in any federal health care programs by the Office of the Inspector General of the U.S. Department of Health and Human Services; (vii) the provisions of clause (i) above notwithstanding, ECRMC fails to make any payment of any fee or other payment due and payable to Manager under Attachment C within ten (10) days of written demand delivered to ECRMC (any of the foregoing, an “ECRMC Default”).

In the event of an ECRMC Default, Manager shall have the option, at Manager’s sole discretion, and without prejudice to its right to terminate this Agreement, of (1) terminating this Agreement, (2) abating or withholding any amounts due to ECRMC under this Agreement, or (3) remedying such ECRMC Default and, in connection therewith, incurring expenses for the account of ECRMC, and any and all such sums expended or obligations incurred by Manager in connection therewith shall be paid by ECRMC to Manager upon demand, and if ECRMC fails to immediately reimburse and pay same to Manager, Manager may, in addition to any other right or

remedy that Manager may have under this Agreement, deduct such amount (together with interest thereon at the maximum rate permitted by applicable law from the date of any such expenditure by Manager until the date of repayment thereof by ECRMC to Manager) from any amounts that from time to time become due and payable to ECRMC hereunder. In all events Manager shall have the right to remedy any ECRMC Default without prior notice in the event of an emergency (so long as Manager gives notice within a reasonable period of time thereafter) at the expense of ECRMC, and to recover the costs of such remediation in accordance with the preceding sentence.

(c) Termination by Waypoint. Waypoint may terminate this Agreement if any fee or other payment due and payable to Waypoint under Attachment C is not paid within ten (10) days of written demand delivered to ECRMC and Manager.

26. Representations and Warranties.

(a) Representations and Warranties of ECRMC. ECRMC represents and warrants to Manager and to Waypoint that:

(i) Organization. ECRMC is [an agency of the City of El Centro, California], validly existing and in good standing under the laws of the State of California, and is duly authorized to do business in the State of California, and to perform the terms and provisions of this Agreement.

(ii) Authority. This Agreement has been duly authorized, executed and delivered by ECRMC. This Agreement is the legal, valid and binding obligation of ECRMC, except as such enforceability may be limited by bankruptcy, insolvency and other laws with respect to creditor rights generally and/or general principles of equity. This Agreement does not violate any provisions of any agreement or judicial or administrative order to which ECRMC is a party.

(iii) No Conflict. The execution and delivery of this Agreement by ECRMC does not constitute or result in, or will not with the passage of time constitute or result in, a breach of or default under any contract, agreement, mortgage or other security instrument or understanding, whether written or oral, by which ECRMC is bound.

(iv) Actions. There is no action, suit, legal or arbitration proceeding, pending or threatened, regarding ECRMC or ECRMC's ability to enter into this Agreement and engage in the transactions contemplated under this Agreement.

(v) Brokers. Neither ECRMC nor its agents has engaged the services of any broker or finder in connection with the transactions provided for in this Agreement.

(b) Representations and Warranties of Manager. Manager represents and warrants to ECRMC and to Waypoint that:

(i) Organization. Manager is a limited liability company validly existing and in good standing under the laws of the State of California, and is duly authorized to do business in the State of California, and to perform the terms and provisions of this Agreement.

(ii) Authority. This Agreement has been duly authorized, executed and delivered by Manager. This Agreement is the legal, valid and binding obligation of Manager, except as such enforceability may be limited by bankruptcy, insolvency and other laws with respect to creditor rights generally and/or general principles of equity. This Agreement does not violate any provisions of any agreement or judicial or administrative order to which Manager is a party.

(iii) No Conflict. The execution and delivery of this Agreement by Manager does not constitute or result in, or will not with the passage of time constitute or result in, a breach of or default under any contract, agreement, mortgage or other security instrument or understanding, whether written or oral, by which Manager is bound.

(iv) Actions. There is no action, suit, legal or arbitration proceeding, pending or threatened, regarding Manager or Manager's ability to enter into this Agreement and engage in the transactions contemplated under this Agreement.

(v) Brokers. Neither Manager nor its agents has engaged the services of any broker or finder in connection with the transactions provided for in this Agreement (provided that Waypoint has assisted Manager in connection with this Agreement).

(c) Representations and Warranties of Waypoint. Waypoint represents and warrants to ECRMC and to Manager that:

(i) Organization. Waypoint is a limited liability company validly existing and in good standing under the laws of the State of California, and is duly authorized to do business in the State of California, and to perform the terms and provisions of this Agreement.

(ii) Authority. This Agreement has been duly authorized, executed and delivered by Waypoint. This Agreement is the legal, valid and binding obligation of Waypoint, except as such enforceability may be limited by bankruptcy, insolvency and other laws with respect to creditor rights generally and/or general principles of equity. This Agreement does not violate any provisions of any agreement or judicial or administrative order to which Waypoint is a party.

(iii) No Conflict. The execution and delivery of this Agreement by Waypoint does not constitute or result in, or will not with the passage of time constitute or result in, a breach of or default under any contract, agreement, mortgage or other security instrument or understanding, whether written or oral, by which Waypoint is bound.

(iv) Actions. There is no action, suit, legal or arbitration proceeding, pending or threatened, regarding Waypoint or Waypoint's ability to enter into this Agreement and engage in the transactions contemplated under this Agreement.

(v) Brokers. Neither Waypoint nor its agents has engaged the services of any broker or finder in connection with the transactions provided for in this Agreement.

(d) Notices. All notices, demands and requests which may or are required to be given hereunder, shall be in writing and shall be either served personally, or sent by overnight courier, or registered or certified mail, return receipt requested with postage prepaid, and addressed to the party to be notified at the address set forth below, or to such other place as the party to be notified may from time to time designate by at least fifteen (15) days' notice to the notifying party. Any such notice, request, demand, instruction or other communication shall be deemed sufficiently served or given for all purposes hereunder either (i) if personally served, upon such service, (ii) if sent by overnight courier, the following business day, or (iii) if mailed, two (2) business days after the time of mailing or on the date or receipt shown on the return receipt, whichever is first.

ECRMC:

El Centro Regional Medical Center

1415 Ross Avenue

El Centro, CA 92243

Attention: Pablo Velez, CEO

Manager:

Bayshire LLC

1817 Avenida Del Diablo

Escondido, CA 92029

Attention: Scott Kirby

Waypoint:

Waypoint Management Consulting, LLC

1320 Flynn Rd

Camarillo, CA 93012

Attention: Tim Cooley

27. Estoppel Certificate. Each party agrees at any time, and from time to time, upon written request from any other party, to execute and deliver to the party requesting it an estoppel certificate containing the following information:

(a) The Agreement is unmodified and in full force and effect, if such is the case (or if there have been modifications, that the same is in full force and effect as modified, and stating the modifications);

(b) The Commencement Date and the Transition Date of the Agreement, and the Expiration Date of the applicable Term; provided that not such date shall be determined or affected by the delivery or non-delivery of such certificate; and

(c) That no defaults exist or are continuing beyond any applicable notice and cure period (or describing any default that then exists under this Agreement).

28. Protected Health Information.

(a) The Parties acknowledge that Manager and Waypoint will need to access and use the “protected health information” of patients of the Facility, as defined in 42 U.S.C. § 1320d and 45 CFR § 164.501 (“Protected Health Information”), in order to perform their respective duties under this Agreement. The Parties agree to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 CFR Parts 160 and 164 (the “HIPAA Privacy Regulations”), the federal security regulations contained in 45 CFR Parts 160, 162 and 164 (the “HIPAA Security Regulations”), the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Reinvestment and Recovery Act of 2009, and any regulations promulgated thereunder (“HITECH”), as well as the specific agreements and assurances set forth below.

(b) Manager and Waypoint agree to comply with the terms of the Business Associate Addendum attached hereto as Attachment D.

29. Confidential Information.

(a) Each party acknowledges that the business of the other parties involves the development and use of Confidential Information (defined below) and that each party will make its Confidential Information to the other Parties in connection with its duties under this Agreement. Except as required in connection with the exercise of its rights or the performance of its duties hereunder or as required by law, the Parties and their respective officers, directors, employees or agents shall not, at any time during or after the term of this Agreement, divulge, furnish or make accessible Confidential Information of any other Party to any person or entity for any purpose whatsoever. “Confidential Information” means any confidential or proprietary information, including, without limitation, manuals, forms, policies and procedures, computer programs, system documentation and related software, patient records and patient information,

and any other information of any kind with respect to the finances, business plans or business operations of the parties.

(b) Effective upon a termination of this Agreement for any reason whatsoever, each Party shall return to each of the others, or at its request destroy, Confidential Information of such Party, and shall not use or further disclose any such Confidential Information.

(c) The parties agree that an aggrieved party who is the beneficiary of any restriction contained herein may not be adequately compensated for damages for a breach of the covenants contained in this Section 29, and such aggrieved party shall be entitled to injunctive relief and specific performance in addition to all other remedies.

30. Waivers; Entire Agreement.

(a) The failure of a party to exercise any of its rights or to give any notice with respect to any default by any other party or otherwise to insist upon the strict performance of the other party's obligations hereunder shall not prevent that party from doing so at any time subsequently either with respect to the same default or with respect to any other (similar or non-similar) default.

(b) No provision of this Agreement shall be deemed to have been waived by either party unless such waiver is expressly set forth in a writing signed by the waiving party.

(c) This Agreement contains the entire agreement between the parties, superseding any prior agreements.

31. Amendment. This Agreement shall not be amended, nor shall any of its provisions be waived, except as set forth in a written amendment or waiver executed by all parties hereto.

32. Severability. Subject to the provisions of Section 12(f), if any section, subsection, term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement or the application of such section, subsection, term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each section, subsection, term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

33. Binding Effect. Except as herein otherwise provided, this Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective executors, administrators, and permitted successors and assigns.

34. Headings; Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision thereof.

35. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California, applicable to agreements made and to be performed solely therein, without giving effect to principles of conflicts of law. The Parties irrevocably submit and consent to the jurisdiction of any California state court sitting in Imperial County, California or federal court sitting in San Diego, California, over any action or proceeding arising out of or relating to this Agreement, and the parties hereby irrevocably agree that all claims in respect of any such action or proceeding may be heard and determined in such California state or federal court.

36. Execution and Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the parties hereto had signed the same document. All counterparts will be construed together and shall constitute one Agreement. Signatures transmitted by facsimile or .pdf shall have the same effect as original signatures.

37. Broker's Commissions.

(a) ECRMC agrees to save, indemnify and hold Manager and Waypoint harmless from and against any and all claims, liabilities or obligations for brokerage or finder's fees or commissions in connection with this Agreement or the transactions contemplated hereby, asserted by any person on the basis of any statement or act alleged to have been made or taken by ECRMC.

(b) Manager agrees to save, indemnify and hold ECRMC and Waypoint harmless from and against any and all claims, liabilities or obligations for brokerage or finder's fees or commissions in connection with this Agreement or the transactions contemplated hereby, asserted by any person on the basis of any statement or act alleged to have been made or taken by Manager.

(c) Waypoint agrees to save, indemnify and hold ECRMC and Manager harmless from and against any and all claims, liabilities or obligations for brokerage or finder's fees or commissions in connection with this Agreement or the transactions contemplated hereby, asserted by any person on the basis of any statement or act alleged to have been made or taken by Waypoint.

38. Independent Contractor. Manager and Waypoint are at all times acting and performing under this Agreement as independent contractors of ECRMC and each other, and that no act, commission or omission by ECRMC, Manager or Waypoint shall be construed to make or constitute any other Party its partner, principal, agent, joint venturer or associate, except to the extent expressly set forth in this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date:

ECRMC:

El Centro Regional Medical Center

By: Pablo Velez
Its: CFO ECRMC
Date: 8/21/24

Manager:

Bayshire LLC

By: Scott Kirby
Its: Manager
Date: 8/21/2024

Waypoint:

Waypoint Management Consulting, LLC

By: Tim Cooley
Its: Manager
Date: 8/22/2024

Attachment A

Services to be Provided by Waypoint

1. Pre-Transition Services. Prior to the Transition Date, Waypoint shall:

(a) Assist ECRMC and Bayshire with the submission of the necessary Change of Bed (CHOB) application to the California Department of Public Health (CDPH) to get the Facility's beds placed on Hospital's license, and the management the CHOB process with CDPH;

(b) Coordinate communication with the Centers for Medicare and Medicaid Services (CMS) for DP NF-B Designation for the Facility;

(c) Manage initial rate setting pro-forma and communication with DHCS Rate Setting; and

(d) Assist in the implementation of the terms of the Management Agreement in contemplation of the Transition.

2. Post-Transition Services. Following the Transition, Waypoint will provide the following additional Services at the request of Manager:

(a) Preparing monthly/quarterly reports for ECRMC, including semi-annual mock survey;

(b) Managing ongoing cost reporting process for rate accuracy and optimization.

(c) Assisting ECRMC in fulfilling its obligation of oversight in accordance with legal and regulatory requirement

(d) Costs. From its fee pursuant to Attachment C, Waypoint will be responsible for paying the fees of the firm retained by Bayshire for preparing cost reports for the Facility, and the fees of the law firm retained by Bayshire in connection with the CHOB; provided that Manager and ECRMC shall consult with Waypoint on the selection of the firms, and provided, further, that the fees of the firms shall be subject to Waypoint's reasonable approval.

Attachment B

Shared Services and Shared Services Personnel

1. Shared Services. Shared Services shall include the following to be provided by Hospital to Facility at the following costs:

- (a) housekeeping labor to be provided at \$7.00 per patient day;
- (b) housekeeping supplies to be provided at \$.85 per patient day;
- (c) laundry labor to be provided at \$2.90 per patient day;
- (b) laundry supplies to be provided at \$.65 per patient day;
- (c) linen replacement to be provided at \$.11 per patient day;
- (d) maintenance labor to be provided at \$2.90 per patient day;
- (e) marketing labor to be provided at \$4.20 per patient day;
- (f) marketing expenses to be provided at \$.57 per patient day;
- (g) distinct part Medical Director to be provided at \$.48 per patient day; and

(f) any other services that ECRMC and the Manager mutually decide should be provided by ECRMC.

[To follow]

Management and Consulting Fees

1. Definitions. For purposes of this Attachment:

(a) “Collections” means any and all collections on account of services provided at the Facility during the Term of this Agreement, from every source, net of any reduction, contractual allowance or withhold received on account of billing by Manager, including any collections on account of ECRMC cost reports. Notwithstanding the foregoing, Collections does not include any payments received from the District Hospital Directed Payment Program, the Quality Incentive Pool Program, or the Quality Assurance Fee Program.

(b) The “Current Rate” for any month is the daily rate at which the Facility is reimbursed by the Medi-Cal program for skilled nursing services provided during the month.

(c) The “Gross Monthly Medi-Cal Revenue Delta” for any month is the amount determined by subtracting the Base Rate from the Current Rate and then multiplying the difference by the total billable Medi-Cal patient days during the given month.

(d) “Base Rate” has the meaning set forth in Section 2(a)(iv) below.

2. Allocation of Collections. Manager shall allocate and pay the Collections received during such month as follows:

(a) ECRMC’s Retained Cost Reimbursement. ECRMC shall retain (and Manager shall forward to ECRMC, within _____ () days of the end of the month), an amount equal to the following incurred during the month (ECRMC’s “Retained Cost Reimbursement”):

- (i) ECRMC’s costs with respect to the Lease, including any property insurance costs that the Lease imposes upon ECRMC;
- (ii) ECRMC’s additional costs, if any, for general and professional liability insurance or a program of self-insurance with respect to the Facility.
- (iii) ECRMC’s costs for the Shared Services, as provided in Attachment B; and
- (iv) An amount equal to seven and one-half percent (7.5%) of the Gross Monthly Medi-Cal Revenue Delta. For purposes of this subsection 2(a), the Base Rate shall be \$280 per day throughout the Term.

(b) Manager’s Management Fee. In consideration of the services to be provided by Manager under this Agreement, it shall be entitled to a fee (Manager’s “Management Fee”) equal to all Collections, less ECRMC’s Retained Cost Reimbursement.

(c) Waypoint's Consulting Fee. Manager shall pay the fees due to Waypoint pursuant to that certain Affiliation Agreement, dated August 18, 2023, by and between Waypoint and Manager (the “Affiliation Agreement”).

Survival. The provisions of this Attachment C shall survive the expiration or termination of the Agreement for any cause or reason for a period of twelve (12) months (the “Survival Period”). During the Survival Period each Party shall account to the others for any Collections received by it that relate to services provided at the Facility on or after the Transition Date and before the Expiration Date, and all such Collections shall be promptly paid to Manager, who shall allocate and distribute them as set forth in this Attachment C.

Attachment D

Business Associate Addendum

[To follow]