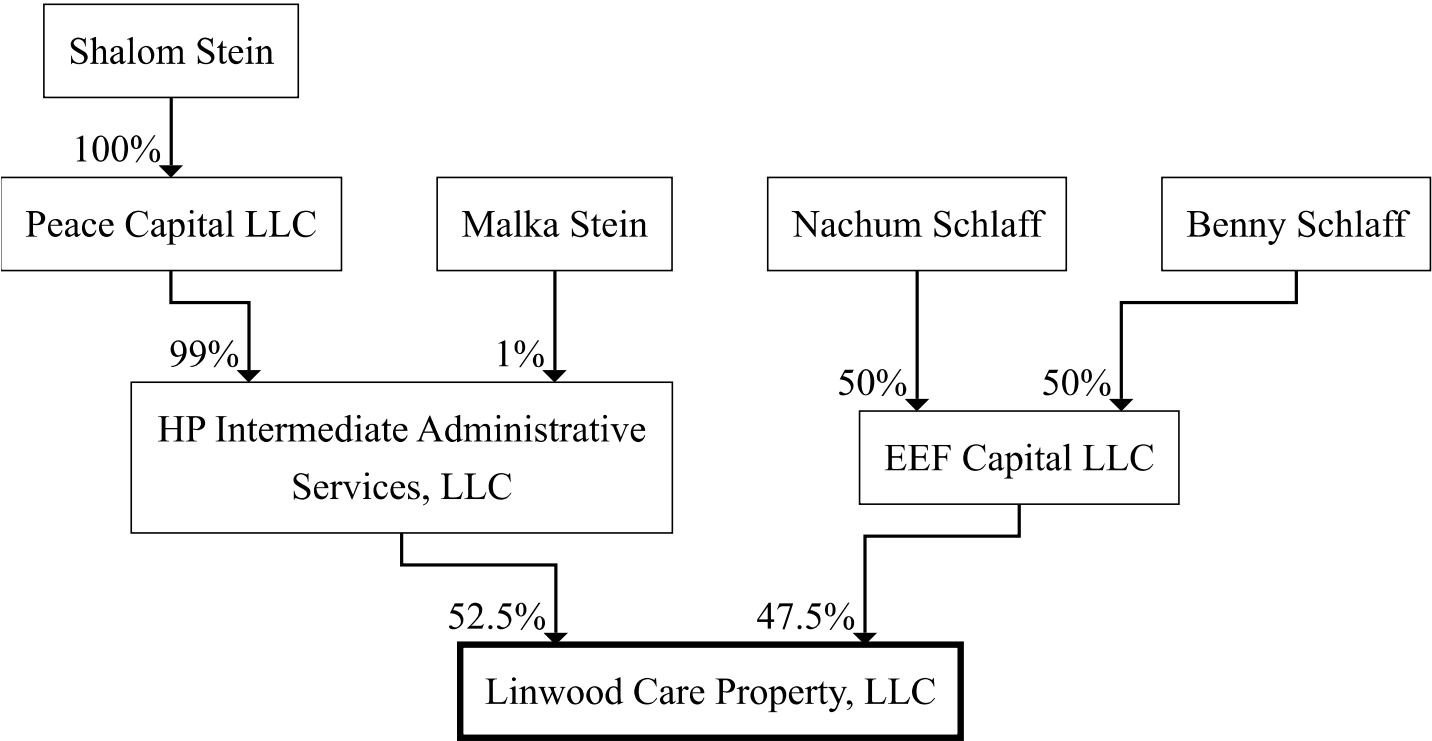


**APPLICATION SUMMARY**  
**Transfer of Real Property**

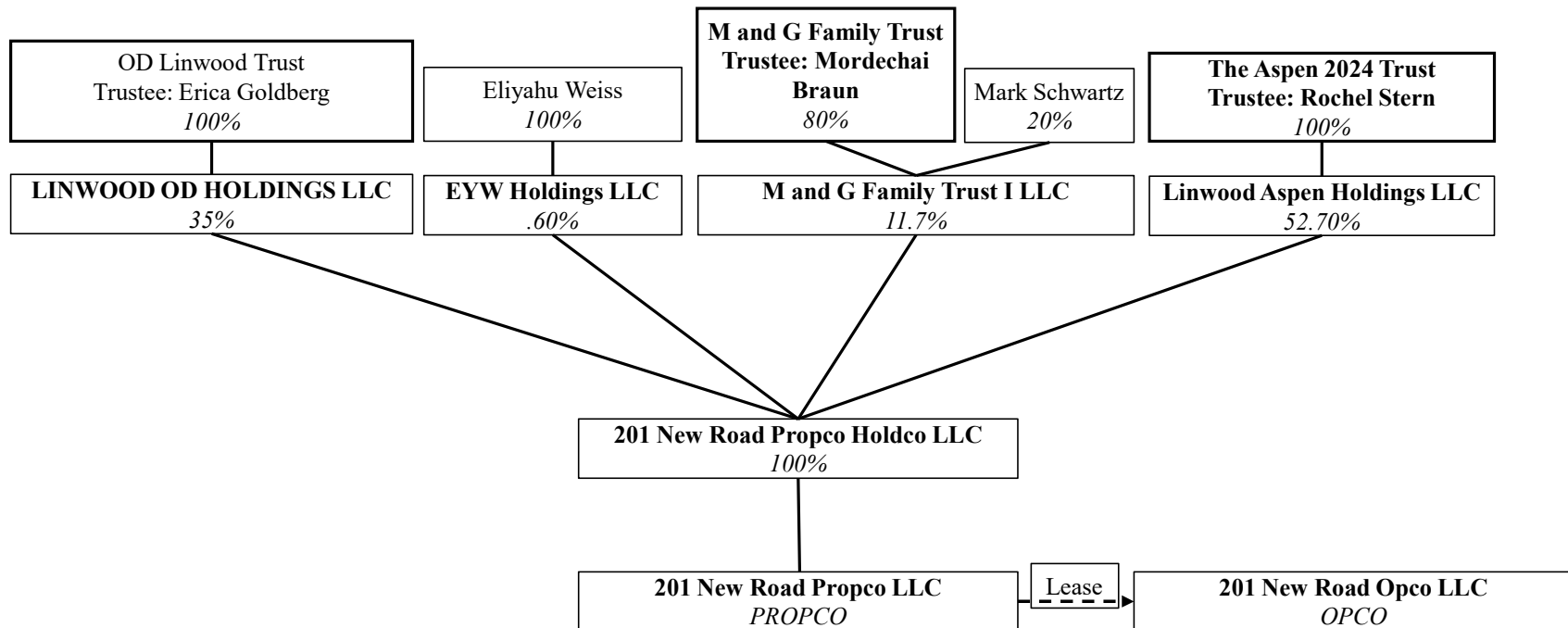
Date application filed:	2/3/2025
Name of facility:	Complete Care at Linwood, LLC
License number:	060104
Address:	201 New Road, Linwood, NJ, 08221
County:	Atlantic
Project Description:	This project involves the Transfer of Ownership of the real property and operations of Complete Care at Linwood, located in Atlantic County. Upon approval by the Department, the facility will be renamed Autumn Lake Healthcare at Linwood.
Licensed capacity:	158 LTC, 16 Ventilator beds
Current Licensed Owner:	Complete Care at Linwood, LLC
Pre-transaction Property Owner:	Linwood Care Property, LLC
Post-transaction Property Owner:	201 New Road Propco LLC

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Pre-transaction PROCO Ownership  
Linwood Care Property, LLC



## Linwood Post-Transaction PROPCO Ownership



## **SUBLEASE**

THIS SUBLEASE (“**Sublease**”) is entered into as of December 31, 2024, by and between 201 New Road Opco LLC, a New Jersey limited liability company (“**Sublessor**”), and Complete Care at Linwood, LLC, a New Jersey limited liability company (“**Sublessee**”).

### **W I T N E S S E T H:**

WHEREAS, pursuant to that certain Nursing Home Lease dated even with the date herewith (the “**Lease**”) by and between 201 NEW ROAD PROPCO LLC, a New Jersey limited liability company (“**Lessor**”), and Sublessor, as lessee, Lessor leased to Sublessor the premises known and described as that certain skilled nursing facility located at 201 New Road, Linwood, New Jersey (the “**Premises**”), as more particularly described in the Lease;

WHEREAS, Sublessor has agreed that Sublessor shall sublease the Premises to Sublessee; and

WHEREAS, Sublessee desires to sublease the Premises from Sublessor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sublessor demises and leases to Sublessee, and Sublessee leases from Sublessor, the Premises upon the following terms and conditions:

#### **Section 1.     Provisions Constituting Sublease.**

(a) This Sublease is subject to all of the terms and conditions of the Lease except as herein specifically provided to the contrary or to the extent the terms and conditions of this Sublease are inconsistent with the Lease. Except as provided herein, Sublessee shall assume and perform all of the obligations of “Lessee” under the Lease as they apply to the Premises subleased pursuant to this Sublease and Sublessee shall have the same rights, duties, obligations and benefits as if Sublessee were the “Lessee” under the Lease, to the extent said terms and conditions are applicable to the Premises and are not inconsistent with the terms and conditions hereof. Sublessee shall not commit or permit to be committed on the Premises any act or omission which would violate any term or condition of the Lease. In the event of the termination of Sublessor’s interest as “Lessee” under the Lease for any reason and Sublessor’s rights under the Lease, either in relation to the Premises or in relation to the entire Lease, then this Sublease shall terminate concurrently therewith without any liability of Sublessor to Sublessee.

(b) All of the terms and conditions contained in the Lease are incorporated herein (except as set forth herein) as terms and conditions of this Sublease (with each reference therein to “Lessors” and “Lessee” to be deemed to refer to Sublessor and Sublessee, respectively) and all of such terms and conditions, together with the terms and conditions herein set forth, shall constitute the complete terms and conditions of this Sublease.

(c) Sublessee agrees that Sublessee shall provide to Lessors, Lessors’ lender, and Intermediary Holdings’ (as defined in the Lease) lender written notice of any defaults

under this Sublease and shall provide Lessors and such lenders an opportunity to cure such default consistent with the terms and conditions of the Lease.

(d) Sublessee acknowledges and agrees that (a) this Sublease is subject to the Lease and that Sublessee has read the Lease and accepts the terms thereof, (b) the term of this Sublease shall end 1 day prior to the expiration of the Term of the Lease, (c) Sublessee will not authorize or execute any act, deed or thing whatsoever or fail to take any such action which will or may cause Lessee to be in violation of any of its obligations under the Lease, (d) Sublessee will not pay rent or other sums under this Sublease for more than one (1) month in advance, (e) to the extent allowed by applicable law Sublessee hereby grants to Lessors a security interest in all of its right, title and interest in and to the Collateral (as defined in the Lease), subject to the terms of the Lease; (g) all of the representations, warranties and covenants given by Sublessor to Lessors under the Lease are hereby made and given by Sublessee for the benefit of Lessors, their successors and assigns; and (h) Sublessee and Sublessor shall not alter, amend, modify, surrender, cancel or terminate this Sublease or assign its/their rights or delegate its/their duties thereunder, without Lessors' prior written consent, pursuant to the terms and conditions of the Lease.

Section 2. Waiver of Subrogation. Sublessor, Sublessee and Lessors shall be bound by the waiver of subrogation provisions set forth in the Lease.

Section 3. Notices. Any notice required or permitted to be given to Sublessee hereunder shall be sufficiently given if given pursuant to the terms of the Lease and given to Sublessee at the notice address provided for Sublessor under the Lease or to such address as Sublessee may from time to time designate in writing to Sublessor for that purpose. Any notice required or permitted to be given to Sublessor hereunder shall be deemed sufficiently given if given pursuant to the terms of the Lease.

Section 4. Governing Law. This Sublease shall be governed by and shall be construed in accordance with the laws of the state in which the Premises is located.

Section 5. Subordination. This Sublease shall be subject and subordinate at all times to the Loan (as defined in the Lease) and to any other mortgage loan, any mortgage lien, or any refinancing or replacing of a mortgage loan that at any time may be made a lien upon the Premises or Lessor's interest therein. Such subordination shall be automatic without the necessity for execution of any instrument of subordination, provided that upon request, Sublessee shall execute and deliver such further instrument or instruments confirming such subordination and subordinating this Sublease to the lien of the loan or any other encumbrance described in the preceding sentence as shall be desired by Lender (as defined in the Lease) or other applicable first mortgagee or party secured or proposed to be secured. If Sublessee, within seven (7) days after submission of such instrument, fails to execute the same, Lessor or Sublessor are hereby authorized to execute the same as attorney-in-fact for Sublessee.

Section 6. Pre-Closing Revenues. Notwithstanding anything herein to the contrary, Sublessee's principals shall have no personal liability for any amounts due and owing under this lease.

[Signature Page to Follow]

IN WITNESS WHEREOF, Sublessor and Sublessee have signed this Sublease as of the day and year first above written.

**SUBLESSOR:**


**201 New Road Opco LLC**

By:   
Print Name: Mark Schwartz  
Title: Authorized Signatory

IN WITNESS WHEREOF, Sublessor and Sublessee have signed this Sublease as of the day and year first above written.

**SUBLESSEE:**

**Complete Care at Linwood, LLC**

By: 

Print Name: Shalom Stein

Title: Authorized Signatory