

AFFILIATION AGREEMENT

by and among

MAPLE KNOLL COMMUNITIES, INC.,

BHI RETIREMENT COMMUNITIES, INC.

and

BHI SENIOR LIVING, INC.

Dated as of October 22, 2021

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AFFILIATION AGREEMENT

This AFFILIATION AGREEMENT (this "Agreement") is made and entered into effective as of October 22, 2021 (the "Effective Date") by and among Maple Knoll Communities, Inc., an Ohio nonprofit corporation ("MKC"), BHI Retirement Communities, Inc., an Indiana nonprofit corporation ("BHIRC"), and BHI Senior Living, Inc., an Indiana nonprofit corporation ("BHISL" and together with BHIRC, the "BHI Parties"). MKC and the BHI Parties are sometimes referred to in this Agreement individually as a "Party" and together as "Parties." Capitalized terms used in this Agreement and not otherwise defined shall have the meanings ascribed to them in the Glossary of Terms attached to this Agreement as Exhibit 1.

RECITALS

A. MKC is an Ohio nonprofit corporation exempt from federal income tax as an organization described in Section 501(c)(3) of the Code that, among other things, owns and operates two continuing care retirement communities doing business as "Maple Knoll Village" (located in Cincinnati, Ohio) and "The Knolls of Oxford" (located in Oxford, Ohio) (collectively, the "MKC Communities").

B. BHIRC is an Indiana nonprofit corporation exempt from federal income tax as an organization described in Section 501(c)(3) of the Code

C. MKC, the BHI Parties and the other BHIRC Entities share common charitable missions to provide high-quality senior living communities and services that enhance the health and well-being of those individuals they serve. The Parties have determined that it is in the best interests of those communities and individuals and in furtherance of their respective charitable missions for MKC and the BHIRC Entities to join together in the affiliation relationship contemplated by this Agreement (the "Affiliation"). MKC and the BHIRC Entities are collectively referred to herein as the "Affiliation Entities".

D. The respective Boards of Directors/Trustees of the Parties have approved this Agreement and the transactions contemplated hereby.

AGREEMENT

NOW, THEREFORE, in consideration of the agreements, covenants, representations and warranties set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties acknowledge the accuracy and completeness of the foregoing recitals, and agree as follows:

ARTICLE I AFFILIATION OBJECTIVES

1.1 Affiliation Objectives. The Affiliation is intended to further the respective charitable missions of MKC and the BHIRC Entities. The Parties believe that through the Affiliation and their shared history and values, they can enhance the respective missions of MKC and the BHIRC Entities and achieve the following objectives (the "Affiliation Objectives"):

- (a) building on the commitment of the Affiliation Entities to the delivery of high-level quality and compassionate services for their respective residents;
- (b) building on the respective brands of the Affiliation Entities to extend services to more seniors in Ohio, Indiana and Kentucky;
- (c) integration of the Affiliation Entities to take advantage of scale, thus making the Affiliation Entities more secure in fulfilling their respective missions long term;
- (d) creating the financial strength to ensure the services of the Affiliation Entities are available for future generations;
- (e) establishing a disciplined and thoughtful strategic planning process engaging local community leaders to identify community needs and develop and execute plans to enhance and expand the services of the Affiliation Entities. The process will examine the potential to pursue feasible new developments and growth opportunities in the tri-state area of Ohio, Indiana and Kentucky. The process will result in an integrated strategic plan for the Affiliation Entities (the "Strategic Plan"), renewed annually, with quarterly reports and defined outcomes;
- (f) providing shared management resources to the Operating Entities;
- (g) completing the MKC Capital Projects in accordance with the MKC Development/Repositioning Plan; and
- (h) growing charitable and other support for the Affiliation Entities, including for operations, capital improvements, developments and growth opportunities.

ARTICLE II CERTAIN PRE-CLOSING MATTERS; CERTAIN CLOSING DATE ACTIONS; POST-CLOSING COVENANTS

2.1 Certain Pre-Closing Matters.

[REDACTED]

(b) Management and Governance During the Pre-Affiliation Period. From the Effective Date until the Closing, (i) none of the BHIRC Entities [REDACTED] shall have any right, power or authority to manage the operations of MKC or to make any decisions in respect thereof and all such right, power and authority shall be retained by MKC, the MKC Board and the officers and senior management team of MKC and (ii) neither MKC [REDACTED] shall have any right, power or authority to manage the operations of any of the BHIRC Entities or to make any decisions in respect thereof and all such right, power and authority shall be retained by the BHIRC Entities and their respective Boards of Directors, member, officers and/or senior management team.

(c) Formation of the MKC Foundation. Prior to the Closing, MKC shall establish a foundation that is organized as an Ohio nonprofit corporation exempt from federal income taxation under Section 501(c)(3) of the Code (the "MKC Foundation") whose purposes shall include providing financial and other support to the MKC Communities in furtherance of sustaining and enhancing MKC's mission. [REDACTED]

[REDACTED]

(d) BHIRC Covenant Support. [REDACTED]

[REDACTED] If the BHI Parties provide such financial support under this Section 2.1(d), BHIRC can require, at its option, that the Closing occur on the same date as payment of such financial support. If this Agreement is terminated pursuant to Section 8.1, any such financial support provided by BHIRC to MKC in the form of a cash contribution shall be converted into a loan in the principal amount thereof bearing interest from the date of termination of this Agreement until such loan is repaid in full at a per annum interest rate equal to the per annum rate published by the Wall Street Journal as its prime rate as of such date of termination, which principal amount and interest accruing thereon shall be due and payable in full on the one-year anniversary of such date of termination. If this Agreement is terminated by BHIRC in accordance with Section 8.1(e) and a payment is due to MKC under Section 8.2(b), then BHIRC can decide, at its option, whether to meet its obligation under Section 8.2(b), in whole or in part on a dollar-for-dollar basis, by reducing the amount due BHIRC in accordance with this Section 2.1(d), in whole or in part on a dollar-for-dollar basis, via written notice to MKC.

[REDACTED]

2.2 Certain Closing Date Actions. In connection with the Closing of the Affiliation pursuant to Article VII:

(a) Amended MKC Governing Documents. On the Closing Date, MKC shall amend and restate its Governing Documents to be effective on the Closing Date in the forms mutually agreed upon in good faith by the Parties and containing such provisions as are necessary to give effect to the transactions contemplated by this Agreement (the "Amended MKC Governing Documents"), provided that the Parties shall use their respective reasonable best efforts to agree

to the forms of the Amended MKC Governing Documents by [REDACTED]. The Amended MKC Governing Documents shall reflect BHIRC as the sole member of MKC.

(b) Composition of MKC Board. Effective as of the Closing, all directors serving on the MKC Board immediately prior to the Closing (other than the Initial MKC Legacy Directors, as defined below) shall resign in their capacities as such and the new MKC Board (other than the MKC Legacy Directors) shall be appointed by BHIRC.

(c) Management Agreement. As of the Closing Date, BHIRC and MKC shall enter into a management agreement in the form mutually agreed upon in good faith by the Parties

[REDACTED]
pursuant to which BHIRC will manage the operations of the MKC Communities on the terms set forth therein, provided that the Parties shall use their respective reasonable best efforts to agree to the form of the Management Agreement by [REDACTED]

[REDACTED]

(e) MKC Representation on the BHIRC and BHISL Boards. The BHI Parties shall take, and cause to be taken, such action such that, effective as of the Closing, each of the BHIRC Board and the Board of Directors of BHISL (the "BHISL Board") shall include [REDACTED]

[REDACTED] (i) shall be selected by MKC prior to the Closing in consultation with BHIRC [REDACTED] and subject to the standard director nominee vetting process of BHIRC and BHISL and (ii) shall be full voting [REDACTED] on each of the BHIRC Board and the BHISL Board.

[REDACTED]

[REDACTED]

[REDACTED]

2.3 Post-Closing Covenants.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

For the avoidance of doubt, nothing in this Section 2.3(b) is intended to limit or modify the other provisions of Section 2.3 or Article IX.

(c) Assets of MKC. The BHI Parties acknowledge and agree that all assets, including all cash, cash equivalents and other assets (tangible and intangible, real or personal), owned or held in the name of MKC immediately prior to or following the Closing (or acquired or received by MKC at any time following the Closing) will continue to be owned or held by MKC following the Closing until their expenditure or disposition in support of the operations of MKC in the ordinary course of business consistent with past practice or in accordance with this Agreement. For the avoidance of doubt, except to the extent contemplated by Section 2.2(f)(i)(A), none of the cash or cash equivalents of MKC shall be contributed or transferred to the MKC Foundation.

(d) Affiliation Objectives. Following the Closing and without limitation of any other covenant of the BHI Parties contained in this Section 2.3, the BHI Parties shall, and shall cause MKC to, use commercially reasonable efforts to achieve the Affiliation Objectives as promptly as commercially practicable.

(e) MKC Employee Matters.

(i) Continuation Period. The Parties acknowledge and agree that, subject to decisions otherwise by said employees, all employees of MKC as of immediately prior to the Closing shall be retained upon consummation of the Closing; *provided, however*, that the BHI Parties shall notify MKC in writing at least ten (10) Business Days prior to the Closing of any specifically identified employees of MKC that the BHI Parties have reasonably determined shall not be so retained solely due to any criminal conviction of any such employee uncovered by any standard criminal background checks conducted by the BHI Parties (the results of which shall be provided to MKC with respect to any such employee). From the Closing Date through the one-year anniversary thereof (the "Continuation Period") and subject to any action that is reasonably required to be taken by BHIRC or MKC to respond to any material adverse effect occurring with respect to the MKC Communities following the Closing Date and resulting from any acts of God, acts of any public enemy, floods, epidemic or pandemic, labor dispute, change in Law and/or any national or regional issues impacting employment and/or key supplier relationships resulting in material increases in expenses greater than recent historical practice (any such action, a "Required Extraordinary Measure"), MKC shall provide, and the BHI Parties shall cause MKC to provide, to the individuals who are employed by MKC immediately prior to the Closing (to the extent they continue as employees of MKC or any Affiliate thereof during all or a portion of the Continuation Period) (the "Continuing Employees") (A) annual rates of base salaries or base wages that are at least equal to the base salaries or base wages provided to the Continuing Employees by MKC immediately prior to the Closing, [REDACTED]

[REDACTED] (C) retirement, welfare and other employee benefits that are substantially equivalent to those provided by MKC to the Continuing Employees as of immediately prior to the Closing, [REDACTED]

[REDACTED]. During the Continuation Period and subject to any Required Extraordinary Measure, the BHI Parties shall not, and shall not permit MKC to, effect a staff reduction of more than 5% of the number of full-time equivalent employees of MKC as of immediately prior to the Closing.

[REDACTED]

(f) Support Covenants.

(i) Support Covenants of BHI Parties. Following the Closing and in furtherance of achieving the Affiliation Objectives, the BHI Parties shall provide capital, credit and/or liquidity support to MKC as may be reasonably necessary for MKC (A) to comply with its financial covenants under the MKC Debt Documents, (B) to complete the MKC Capital Projects in accordance with the MKC Development/Repositioning Plan, and (C) to pursue such other capital projects and growth opportunities of MKC in furtherance of achieving the Affiliation Objectives.

(ii) Support Covenants of the MKC Foundation. During the Commitment Period, (A) the MKC Foundation shall use ordinary course fundraising efforts for the benefit of the MKC Communities and (B) up to the amount of unrestricted funds held by the MKC Foundation [REDACTED] including funds received by the MKC Foundation as part of its annual fundraising campaign (subject to the proviso set forth below), shall be used by the MKC Foundation to support the operations of the MKC Communities and/or such capital projects of MKC as may be mutually agreed upon by BHIRC and the MKC Foundation; [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

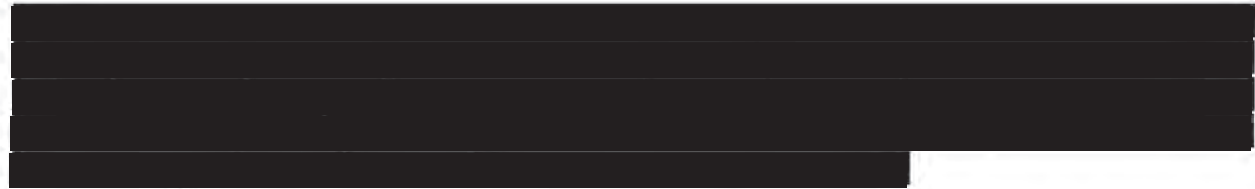
[REDACTED]

[REDACTED]

(j) Maintain Nonprofit Status. During and throughout the Commitment Period, each of the BHI Parties shall, and shall cause MKC to, maintain its status as a nonprofit corporation that is exempt from federal income tax as an organization described in Section 501(c)(3) of the Code.

[REDACTED]

[REDACTED]



(ii) Fundraising Cooperation. During and throughout the Commitment Period, BHIRC and the MKC Foundation will cooperate on development efforts that relate to prospective donors located in the services areas of the MKC Communities, with the intention that the fundraising efforts of the MKC Foundation will be enhanced.

(iii) Party to the Agreement. As of the Closing, the Parties will sign an Addendum to this Agreement adding the MKC Foundation as a Party to this Agreement.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF MKC

As of the Effective Date and as of the Closing Date, and as a material inducement to BHIRC entering into this Agreement, except as set forth on the MKC Disclosure Schedules, MKC hereby represents and warrants to BHIRC as follows:

3.1 Organization, Good Standing and Power. MKC is a nonprofit corporation, duly organized, validly existing and in good standing under the Laws of the State of Ohio, with full power and authority to conduct its business as it is now being conducted and to own or use the properties and assets that it purports to own or use.

3.2 Authorization and Enforceability. MKC has all requisite power and authority to execute and deliver this Agreement (including all other related documents) and to perform its obligations hereunder, and such execution, delivery and performance have been duly authorized and approved by all requisite corporate actions of MKC. No other corporate action on the part of MKC is necessary to authorize the execution, delivery and performance of this Agreement by MKC. This Agreement constitutes the legal, valid, and binding obligation of MKC, enforceable against MKC in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other Laws of general application affecting enforcement of creditors' rights, and as limited by general principles of equity that restrict the availability of equitable remedies.

3.3 No Violation. The execution and delivery by MKC of this Agreement do not, and the performance by MKC of this Agreement and the consummation of the transactions contemplated hereby will not, (a) violate any of the Governing Documents of MKC or (b) subject to obtaining the consents and giving the notices listed in Schedule 3.3 of the MKC Disclosure Schedules (the "MKC Consents/Notices"), result in a breach, violation or termination of, acceleration of obligations under, default under (or an event which, with notice or lapse of time or both would constitute a default under), or require any action by (including any consent) any Person (excluding any Governmental Authority) under any material note, bond, mortgage, indenture, contract, agreement, lease, or other instrument to which MKC is a party. There are no outstanding rights (including any rights of first refusal or offer) or rights of reverter, options, or contracts giving

any Person any current or future right to require MKC to sell or transfer to such Person or to any third party, any interest in MKC or any of its assets.

3.4 Governmental Consents. MKC is not required to give any notice to, make any filing with, or obtain any consent, approval or authorization from, any Governmental Authority in connection with the execution, delivery or performance this Agreement or the consummation of the transactions contemplated hereby, except such notices, filings, consents, approvals and authorizations as are listed on Schedule 3.4 of the MKC Disclosure Schedules.

3.5 Litigation. Except as set forth in Schedule 3.5 of the MKC Disclosure Schedules, there is no action, suit, claim, proceeding, arbitration, judgment, injunction, rule, order or decree pending or, to the Knowledge of MKC, threatened, against or affecting MKC. MKC has not received any written notice or written claim for tort or violation of any applicable order, or an investigation thereof with respect to its ownership or operation of its facilities or assets.

3.6 Governing Documents. MKC has made available to BHIRC true, correct and complete copies of its Governing Documents.

3.7 Financial Statements; No Undisclosed Liabilities.

(a) MKC has made available to BHIRC: (i) copies of the audited consolidated balance sheets of MKC for the fiscal years ended June 30, 2018, June 30, 2019 and June 30, 2020, and the related audited consolidated statements of activities, changes in net assets and cash flows of MKC for the fiscal years then ended, accompanied by the notes thereto and the reports of MKC's independent accountants with respect thereto (collectively, the "MKC Audited Financial Statements"); and (ii) the unaudited consolidated balance sheet of MKC as of March 31, 2021 (the "MKC Most Recent Balance Sheet"), and related unaudited consolidated statements of activities, changes in net assets and cash flows of MKC for the fiscal quarter then ended (collectively with the MKC Most Recent Balance Sheet, the "MKC Most Recent Financial Statements"). The MKC Audited Financial Statements and the MKC Most Recent Financial Statements: (i) fairly present, in all material respects, the financial position of MKC as of the dates thereof and the results of its operations, changes in net assets and cash flows for the periods then ended, (ii) were prepared in accordance with the books and records of MKC and (iii) were prepared in accordance with GAAP applied on a consistent basis throughout the periods covered thereby, subject in the case of the MKC Most Recent Financial Statements to normal year-end audit adjustments, the effect of which will not, individually or in the aggregate, be materially adverse, and the absence of footnote disclosure that if presented, would not differ materially from those included in the MKC Audited Financial Statements.

(b) MKC does not have any liabilities of any kind that would be required to be reflected in or reserved against on a balance sheet (or disclosed in the notes thereto) prepared in accordance with GAAP, except for (i) liabilities reflected or reserved against in the MKC Most Recent Balance Sheet, (ii) liabilities incurred in the ordinary course of business since the date of the MKC Most Recent Balance Sheet, (iii) liabilities incurred in connection with the refinancing of MKC's outstanding indebtedness and (iv) liabilities incurred in connection with the transactions contemplated hereby.

3.8 Subsidiaries. Except for any subsidiary of MKC listed on Schedule 3.8 of the MKC Disclosure Schedules and any securities held by MKC as passive investments, MKC is not the record or beneficial owner of any securities or equity interests in, or a direct or indirect member of, any Person.

3.9 Licenses and Permits. MKC holds, and is in compliance in all material respects with, all licenses, permits, certificates, consents and approvals of Governmental Authorities as are necessary to conduct its operations as currently operated (the "MKC Licenses and Permits"). True and complete copies of all material MKC Licenses and Permits have been made available to BHIRC. There are no pending or, to the Knowledge of MKC, threatened proceedings or actions by or before any Governmental Authority to revoke, cancel, rescind, suspend, restrict, modify or refuse to renew any of the MKC Licenses and Permits, and all of the material MKC Licenses and Permits are in full force and effect. No event has occurred and, to MKC's Knowledge, no facts exist with respect to the MKC Licenses and Permits that allows, or after notice or the lapse of time or both, would allow the suspension, revocation, termination or restriction of any such MKC Licenses and Permits, or would result in any other material impairment in the rights of any holder thereof. MKC has not received any written notice or communication from any Governmental Authority regarding any material violation of any MKC Licenses and Permits (other than any surveys or deficiency reports for which MKC has submitted a plan of correction that has been accepted or approved by the applicable Governmental Authority). MKC has delivered to BHIRC accurate and complete copies of all survey reports, deficiency notices, plans of correction, and related correspondence received by MKC since January 1, 2018, in connection with the MKC Licenses and Permits.

3.10 Compliance with Law. MKC is in compliance in all material respects with all applicable Laws, including all applicable Health Care Laws. MKC has not received any written communication from a Governmental Authority that alleges that MKC or any of its facilities is not in compliance with any applicable Law, other than statements of deficiencies from a Governmental Authority received in the ordinary course of business. MKC has timely filed all material and relevant reports, data, and other information required to be filed with such Governmental Authorities regarding MKC and each of its facilities. MKC has not, nor to MKC's Knowledge, any agent acting on behalf of or for the benefit of MKC, has directly or indirectly offered or paid any remuneration, in cash or in kind, to, or made any financial arrangements with, any past, present or potential residents, past or present suppliers, patients, physicians and other health care providers ("Practitioners"), contractors or third party payors of MKC that would violate Health Care Laws, except as otherwise permitted under Health Care Laws.

3.11 Employee Benefits. MKC has made available to BHIRC a correct and complete list of all "employee welfare benefit plans" (as defined in Section 3(1) of ERISA), "employee pension benefit plans" (as defined in Section 3(2) of ERISA), and all other employee benefit plan agreements and arrangements and employee benefit policies, whether funded or unfunded, qualified or nonqualified, subject to ERISA or not, maintained or contributed to (or required to be contributed to) by MKC for the benefit of any of its officers, employees or other persons (all the foregoing being herein referred to as "MKC Benefit Plans"). MKC also has made available to BHIRC correct and complete copies of the MKC Benefit Plans and all related material documents. Each MKC Benefit Plan has been established and administered in accordance with its terms and

in material compliance with the applicable provisions of ERISA, the Code and all other applicable Law.

3.12 Payment Programs. MKC has made available to BHIRC a correct and complete list of all of the private, commercial and governmental payment and procurement programs with which MKC is a participating provider or supplier and a list of all existing disputes, grievances and/or appeals with all such entities. Billing practices of MKC with respect to each of its facilities to all Governmental Authority programs and third party payors have been in compliance in all material respects with all applicable Laws, and, except for ordinary course adjustments and refunds, to MKC's Knowledge, MKC has not billed or received any material payment or reimbursement in excess of amounts allowed under applicable Laws, policies and billing requirements of third party payors and Government programs.

3.13 Accreditations. MKC does not currently hold any accreditations.

3.14 Compliance Program. MKC has made available to BHIRC correct and complete copies of MKC's current Compliance Program materials. MKC (a) is not a party to a Corporate Integrity Agreement with the Office of the Inspector General of the U.S. Department of Health & Human Services (the "OIG"); (b) does not have any reporting obligations pursuant to any settlement agreement entered into with any Governmental Authority; (c) to MKC's Knowledge, has not been the subject of any Governmental Authority program investigation conducted by any Governmental Authority; (d) except as set forth on Schedule 3.14 of the MKC Disclosure Schedules, MKC has not been a defendant in any qui tam/False Claims Act litigation (other than by reason of a sealed complaint of which MKC has no Knowledge); (e) has not been served with or received any search warrant, subpoena, civil investigation demand, contact letter, by or from any Governmental Authority related to any violations of Health Care Laws; and (f) except as disclosed in Schedule 3.14 of the MKC Disclosure Schedules, MKC has not received any complaints through MKC's compliance "hotline" from employees, service providers, vendors, residents, or any other persons that would reasonably be considered to indicate that MKC has violated, or is currently in violation of, any applicable Health Care Law. For purposes of this Agreement, the term "Compliance Program" refers to provider programs of the type described in the compliance guidance published by the Office of Inspector General of the Department of Health and Human Services.

3.15 Exclusion from Health Care Programs. Neither MKC nor any of its officers, directors, agents, managing employees (as such term is defined in 42 U.S.C. § 1320a-5b) or other employees has been: (a) excluded from participating in any Federal Health Care Program (as defined in 42 U.S.C. § 1320a-7b(f)); (b) subject to sanction or been indicted or convicted of a crime, or pled nolo contendere or to sufficient facts, in connection with any allegation of violation of any Federal Health Care Program requirement or Health Care Law; (c) debarred or suspended from any federal or state procurement or non-procurement program by any Governmental Authority; or (d) designated a Specially Designated National or Blocked Person by the Office of Foreign Asset Control of the U.S. Department of Treasury.

3.16 Broker's or Finder's Fees. Except as disclosed on Schedule 3.16 of the MKC Disclosure Schedules, no agent, broker, investment banker, or other person or firm acting on behalf

of MKC or under its authority, is or will be entitled to any broker's or finder's fee or any other commission or similar fee, directly or indirectly, from MKC in connection with the Affiliation.

3.17 Data Security Requirements. MKC is in material compliance with, and since July 1, 2015 has been in material compliance with, all applicable data security Laws relating to the use of Personal Information ("Data Security Requirements"). MKC has maintained, monitored, implemented, and regularly tested a compliance program, including policies, procedures and controls, developed and implemented to ensure compliance with all Data Security Requirements, and secure Personal Information of MKC. No written notices have been received by, and to MKC's Knowledge, no claims, charges or complaints have been made against MKC by any Governmental Authority or other Person alleging a violation of any Data Security Requirements. There have not been any actual or, to MKC's Knowledge, alleged material incidents of data security breaches, unauthorized access or use of any of MKC's computer hardware, networks, interfaces, platforms, servers, peripherals, and computer systems, or unauthorized acquisition, destruction, damage, disclosure, loss, corruption, alteration, or use of any MKC data and to MKC's Knowledge there have been no facts or circumstances that would require MKC to give notice to any customers, vendors, consumers or other similarly situated Persons of any actual or perceived data security breaches pursuant to any Data Security Requirement. To the Knowledge of MKC, there has been no material breach or violation by a business associate of any business associate agreement or Data Security Requirements, in each case that relates to any MKC data. All Personal Information in the custody or control of MKC has been collected, used, imported, exported, stored, disposed, distributed, transferred and disclosed with the consent of each individual to whom it relates as required by any such Data Security Requirement and is and has been used in material compliance with applicable Data Security Requirements.

3.18 Emergency Relief. Except as set forth on Schedule 3.18 of the MKC Disclosure Schedules, MKC has not applied for, or directly or indirectly accepted, received or guaranteed, any benefit (monetary or otherwise), loan, payment, funding, credit, relief or deferral under any of the CARES Act, the Families First Corona Virus Response Act, the Coronavirus Preparedness and Response Supplemental Appropriations Act or any similar Law enacted or promulgated in response to or in connection with COVID-19 (collectively with the PPP Loan, "Emergency Relief"). MKC's applications for any Emergency Relief, including all representations and certifications contained therein, were true, complete and accurate in all material respects and were otherwise completed in all material respects in accordance with all guidance issued in respect of the Paycheck Protection Program or the other applicable relief program(s). MKC has used the proceeds of the Emergency Relief solely for the purposes permitted by the CARES Act or the other applicable relief program(s) and has complied with all material requirements of the CARES Act, Paycheck Protection Program or the other applicable relief program(s) in connection therewith. MKC's application for any forgiveness of any Emergency Relief, including all representations and certifications contained therein, was true, complete and accurate in all material respects and was otherwise completed in all material respects in accordance with all guidance issued in respect of the Paycheck Protection Program or the other applicable relief program(s). MKC is not aware of any facts or circumstances that rendered MKC ineligible to obtain any Emergency Relief received or forgiveness thereof.

3.19 Labor and Employment Matters.

(a) MKC is not a party to any labor, collective bargaining, union and similar contracts with respect to any employee or service provider. No collective bargaining or any other labor-related contract with any labor union or labor organization is currently being negotiated by MKC with respect to any employee or service provider. There is no pending or, to the Knowledge of MKC, threatened organizing effort, charge, demand, petition, or representation proceeding for recognition or certification or attempt to organize the employees, or demand bargaining, by any labor organization with respect to any employee of MKC. During the past four (4) years, there have been no organizing activities, strikes, slow-downs, work stoppages, walkouts, lockouts, other labor disturbance or other concerted action by any union or other group of employees or other persons against or involving MKC with respect to any employee of MKC nor is there any such organizing activity, strike, slow-down, work stoppage, walkout, lockout, other labor disturbance or other concerted action by any union or other group of employees, to the Knowledge of MKC, threatened against or involving MKC with respect to any employee of MKC.

(b) There has been no "mass layoff" or "plant closing" (as defined by the WARN Act or any similar state or local law) with respect to MKC since January 2015.

(c) With respect to any service provider of MKC, to MKC's Knowledge there is no liability of MKC, nor is there a reasonable basis therefore, with respect to any misclassification of such service provider as an independent contractor rather than as an employee (within the meaning of the Fair Labor Standards Act of 1938, as amended, and any other similar state or local law), or with respect to such service provider's status as a leased employee.

(d) Schedule 3.19(d) of the MKC Disclosure Schedules sets forth an accurate and complete list of all employees of MKC on COBRA as of the Effective Date (subject to update prior to Closing).

3.20 Tax Matters. Except as set forth on Schedule 3.20 of the MKC Disclosure Schedules:

(a) All taxes due and owing by MKC (whether or not shown on any tax return) have been timely paid when due (taking into account any applicable extensions).

(b) There are no tax liens on any of MKC's assets other than liens for taxes not yet due and payable.

(c) To MKC's Knowledge, proper and accurate amounts have been withheld by MKC in compliance with the payroll tax and other withholding provisions of all applicable laws, and all of such amounts have been timely remitted to the proper taxing authority.

(d) MKC has timely filed all tax returns required to be filed by it (all of which are true, complete and correct in all material respects). MKC has not waived any statute of limitations in respect of taxes or agreed to any extension of time with respect to a tax assessment or deficiency, which currently remains in effect. MKC is not currently the beneficiary of any extension of time within which to file any tax return.

(e) To MKC's Knowledge, no deficiencies for taxes have been claimed, proposed or assessed by any Governmental Authority for which MKC may have any liability. There are no pending or, to MKC's Knowledge, threatened proceedings for or relating to any liability in respect of taxes for which MKC may have any liability or which may attach to MKC's assets. There are no matters under discussion by MKC with any Governmental Authority with respect to taxes that may result in an additional amount of axes for which MKC may have any liability or which may attach to MKC's assets. No Governmental Authority has notified MKC that it has conducted an audit of any taxes that may be due and owing by MKC, which currently remains outstanding or unresolved.

(f) MKC (i) is an organization described in Section 501(c)(3) of the Code and exempt from taxation to the extent described in Section 501(a) of the Code, (ii) is not a private foundation within the meaning of Section 509(a) of the Code, (iii) is in possession of a determination letter from the Internal Revenue Service regarding its federal income tax exemption, which determination letter has not been revoked or otherwise modified, (iv) is in compliance in all material respects with all applicable laws pertaining to the operation of an organization described in Section 501(c)(3) of the Code, including, requirements as to private benefit, private inurement, unrelated business use and other applicable requirements, and (v) has not entered into any transaction which has constituted or may constitute an "*excess benefit transaction*" within the meaning of Section 4958 of the Code and the Treasury Regulations thereunder.

(g) MKC has received an exemption from all real property taxes for its real property and additionally has received an exemption from all personal property taxes for its personal property.

3.21 Environmental Matters. Except as set forth on Schedule 3.21 of the MKC Disclosure Schedules: (a) there are no material environmental liabilities on or affecting any of MKC's assets, (b) except for any noncompliance that has been remediated in accordance with applicable environmental law, to the Knowledge of MKC, MKC has at all times operated its assets and, during the period that MKC owned its assets and any third party operated any such assets, such third party operated the assets, in each case, in compliance in all material respects with all applicable environmental laws and all permits required thereunder or issued pursuant thereto; (c) to MKC's Knowledge, there are no proceedings pending or threatened before any Governmental Authority with respect to MKC's ownership or operation of the real property alleging violations of environmental laws, or claiming material remediation obligations under applicable environmental laws, and MKC has not received any written notice of any alleged or actual violation or non-compliance with any environmental law or of non-compliance with the terms or conditions of any environmental permits, arising from, based upon, associated with or related to the real property or the ownership or operation thereof; and (d) MKC has provided BHIRC access to accurate and complete copies of all final written environmental reports, studies and notices prepared by any third party on behalf of, or delivered by a Governmental Authority to, MKC with respect to the real property, that identify or allege any environmental defect on or affecting the real property.

3.22 Real Property.

(a) Schedule 3.22(a) of the MKC Disclosure Schedules contains an accurate and complete legal description, street address and tax parcel identification number for MKC's real property. MKC holds good and indefeasible fee simple title to all of the real property. MKC does not lease any portion of the real property as a tenant or subtenant. There are no outstanding agreements, options, rights of first offer, rights of first refusal, or any other grant to third party to sell, purchase, lease, sublease, use, occupy, or enjoy the real property or any portion thereof or interest therein.

(b) MKC has not received written notice from any Governmental Authority of (and otherwise has no Knowledge of): (i) any pending or threatened condemnation proceedings affecting the real property, or any part thereof; (ii) asserting or alleging any material violations or potential violations of any applicable Laws (including zoning and land use ordinances, building codes and similar requirements) with respect to the real property, or any part thereof, which have not heretofore been cured; or (iii) any pending or threatened proceedings, nor any claims or actions against MKC or any affiliate of MKC or the real property, relating to the ownership, lease, use or occupancy of such real property or any portion thereof which is reasonably likely to result in a material change in the condition of the real property or the ownership or operation of the real property. MKC has not received any written notice of any pending zoning or other land use change affecting the real property.

(c) Neither MKC nor, to MKC's Knowledge, any other person is in violation of a condition or agreement contained in any easement, restrictive covenant or any similar instrument or agreement affecting any of the real property in any material respect.

(d) To MKC's Knowledge, there is no proposed reassessment of any real property by any taxing authority and there is no threatened or pending special assessment or litigation that could give rise to a material increase in real property taxes or assessments against any of the real property.

(e) No brokerage or leasing commissions or other compensation are due or payable by MKC to any person, firm, corporation or other entity with respect to, or on account of, any tenant lease, or any extensions or renewals thereof.

(f) To MKC's Knowledge, there are no special or other assessments for public improvements or otherwise now affecting or pending with respect to the real property.

(g) To the MKC's Knowledge, the location, construction, occupancy, operation and use of the real property (including the improvements which are a part of the real property) are in compliance in all material respects with applicable laws or determinations of any Governmental Authority, judicial precedent or any restrictive covenant or deed restriction (recorded or otherwise) affecting the real property or the location, construction, occupancy, operation or use thereof, including all applicable Laws. MKC has not received any notice from any Governmental Authority requiring any work, repairs, construction, alterations, or installations on or in connection with the real property.

(h) To the Knowledge of MKC, there are not any material structural or latent defects in any of the buildings or other improvements which are a part of the real property.

3.23 Absence of Certain Developments. Since March 31, 2021, (x) there has not been any Material Adverse Effect in respect of MKC, and (y) except as set forth on Schedule 3.23 of the MKC Disclosure Schedules, MKC has conducted its operations in the ordinary course of business, and, without limiting the generality of the foregoing:

(a) MKC has not sold, assigned, or otherwise transferred any of its assets other than sales of inventory for fair consideration in the ordinary course of business;

(b) no party (including MKC) has accelerated, terminated or modified any agreement or other arrangement (or series of related agreements or arrangements) involving more than \$50,000 to which MKC is a party or by which MKC is bound and, to the Knowledge of MKC, no party intends to take any such action;

(c) MKC has not suffered the imposition of or imposed any encumbrance upon any of its assets;

(d) MKC has not experienced any material damage or loss (whether or not covered by insurance) to its property;

(e) MKC has not entered into, amended or terminated any employment agreement or collective bargaining agreement or any other agreement with a labor union or labor organization, or modified the terms of any existing such agreement;

(f) MKC has not failed to pay and discharge when due current liabilities except where disputed in good faith;

(g) MKC has not granted or announced any cash, severance or termination pay, or increase in the compensation or benefits of any of its current or former directors, officers, employees or other service providers other than in the ordinary course of business;

(h) MKC has not adopted, announced, amended or terminated any employee benefit plan or any benefit or compensation plan, program or arrangement that would have been an MKC Benefit Plan if in effect on the Effective Date, other than in the ordinary course of business;

(i) MKC has not conducted its cash management customs and practices (including the collection of receivables, payment of payables, capital expenditures and pricing and credit practices) other than in the ordinary course of business consistent with past practice;

(j) MKC has not entered into any settlement, conciliation or similar agreement, the performance of which will involve payment after the Effective Date of consideration in excess of \$10,000 per annum;

(k) MKC has not borrowed any amount or incurred or become subject to any material liabilities, except current indebtedness and other liabilities incurred in the ordinary course of business consistent with past practice;

(l) MKC has not made any loan to, or entered into any other transaction with, any of its Affiliates, directors, officers, employees or other service providers outside the ordinary course of business and inconsistent with past practice;

(m) MKC has not delayed or postponed the payment of any accounts payable or commissions or any other liability or obligation or agreed or negotiated with any party to extend the payment date of any accounts payable or commissions or any other liability or obligation or accelerated the collection of (or discounted) any accounts or notes receivable;

(n) MKC has not experienced or made any material changes to its operations, including (i) any cessation of any portion of its operations or (ii) any complete or partial closure of its facilities or locations, or any change in the hours of operation of all or any portion of its business; or

(o) MKC has not committed to do any of the foregoing.

3.24 All Material Information. MKC has not withheld from BHIRC any material facts relating to the operations of MKC or the financial or other condition of MKC. No representation or warranty made herein by MKC and no statement contained in any certificate, schedule, exhibit or other instrument furnished or to be furnished to BHIRC by MKC in connection with the transactions contemplated by this Agreement contains or will contain an untrue statement of a material fact or omits or will omit to state any material fact necessary in order to make any representation, warranty or other statement of MKC, in light of the circumstances in which they were made, not misleading.

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ARTICLE V CERTAIN PRE-CLOSING COVENANTS

5.1 Operational Covenants. Each Party hereby covenants and agrees that, prior to the Closing, except (a) as required by applicable Law (including any COVID-19 Measures), (b) for reasonable actions taken in response to the COVID-19 Pandemic or any COVID-19 Measures or (c) as otherwise expressly contemplated by this Agreement or consented to in writing by the other Party (which consent shall not be unreasonably conditioned, withheld or delayed), each Party shall, and BHIRC shall cause each of WM and PLC to, (i) (A) operate its business in the ordinary course of business and (B) preserve intact its organizations and maintain its rights and privileges, and (ii) use commercially reasonable efforts to retain the services of its officers and key employees and to maintain its relationships and goodwill with its residents, suppliers, and others with which it has relationships.

5.2 Access to Information. Subject to applicable Law, each Party shall, and BHIRC shall cause each of WM and PLC to, afford to the other Party and its employees, accountants, actuaries, consultants, financial advisers, legal counsel, agents and other representatives (collectively, the “Representatives”) reasonable access (and the right to inspect, as applicable) at reasonable times during normal business hours, with reasonable advance notice, and in a manner so as not to interfere unreasonably with the normal business operations of the other Party, to the properties, offices, facilities, books and records, licenses, permits, and contracts of the other Party and to the executive officers of the other Party (and such other management-level employees of the other Party to which it consents to access thereof) and furnish promptly to the requesting Party and its Representatives such information concerning the business, operations, financial condition, properties, contracts, records and personnel of the other Party and each subsidiary thereof (including financial, marketing, operating and other data and information) as may be reasonably requested, from time to time, by either Party. Notwithstanding the foregoing, each Party may limit the access provided for in this Section 5.2 to the extent such access, as reasonably determined by such Party in light of the COVID-19 Pandemic or any COVID-19 Measures, could jeopardize the health and safety of any of the employees or other Representatives of such Party or any subsidiary thereof.

5.3 Regulatory Approvals; Consents; Best Efforts.

(a) To the extent regulatory filings, notices, consents, approvals, applications or other actions with respect to any Governmental Authority are required by applicable Law by the Parties as a prerequisite to or otherwise in connection with the transactions contemplated by this Agreement, including those set forth on Schedule 3.4 of the MKC Disclosure Schedules and/or Schedule 4.4 of the BHIRC Disclosure Schedules (“Regulatory Filings/Approvals”), the Parties shall, a [REDACTED] take all reasonable and necessary actions

to timely make or obtain the Regulatory Filings/Approvals as promptly as practicable (including pursuing any available exemptions or waivers thereto). The Parties shall use their reasonable best efforts to resolve any objections that may be asserted, and comply with any condition to approval imposed, by any Governmental Authority with respect to any Regulatory Filing/Approval, including by amending this Agreement or any Exhibit hereto, upon mutual written consent of the Parties. Each Party shall notify the other Party and provide them with a copy of any communication received by it or any of its Affiliates from any Governmental Authority relating to the transactions contemplated by this Agreement. Each Party shall provide the other Party with a reasonable opportunity to review in advance and provide written comments to any communication from a Party to a Governmental Authority related to the transactions contemplated by this Agreement, including any response to any communication received from a Governmental Authority.

(b) Each Party shall give all notices to third parties and use its reasonable best efforts (in consultation with the other Party) to obtain all third-party consents, including the MKC Consents, the BHIRC Consents and all such other consents and approvals (excluding the Regulatory Filings/Approvals, which are governed by Section 5.3(a)) (i) necessary, proper or advisable to consummate the transactions contemplated by this Agreement, (ii) required to avoid a breach of or default under any note, bond, mortgage, indenture, contract, agreement, lease, or other instrument to which any Party or subsidiary thereof is a party in connection with the consummation of the transactions contemplated by this Agreement, or (iii) required to prevent a Material Adverse Effect with respect to any Party. Notwithstanding the foregoing or anything else to the contrary in this Agreement, no Party shall be required to make any payment to a third party to obtain any consents for purposes of this Section 5.3(b).

(c) Each Party shall use reasonable best efforts to take, or cause to be taken, all other action and to do, or cause to be done, all other things reasonably necessary, proper or advisable to consummate the Closing effective as of the Earliest Closing Date (including the satisfaction, but not waiver, of the closing conditions set forth herein).

5.4 Notice of Certain Events. Each Party shall notify the other Party promptly of: (i) any notice or other communication from any Person alleging that the consent of such Person is required in connection with the transactions contemplated by this Agreement and (ii) any litigation instituted or threatened against such Party or any of its Affiliates to restrain, prohibit or otherwise challenge the legality of the transactions contemplated by this Agreement.

5.5 Communications. The initial press release with respect to this Agreement and the transactions contemplated hereby shall be a release mutually agreed to by the Parties. Thereafter from the Effective Date until the Closing Date, neither Party shall, and the Parties shall cause their respective Subsidiaries and Representatives not to, issue or file any report, statement, press release or announcement or otherwise make or file any public statement regarding this Agreement or the Affiliation without the prior written consent of the Party (which consent shall not be unreasonably withheld, conditioned or delayed), unless otherwise required by applicable Law or the rules or regulations of the Municipal Securities Rulemaking Board or other Governmental Authority to which the relevant Party is subject or submits, in which case such Party shall advise the other Party and discuss, and reasonably cooperate in good faith with respect to, the contents before issuing or filing any such report, statement, press release, other announcement or other public statement. The

Parties will coordinate and cooperate with each other in communications to employees and residents regarding the Affiliation.

5.6 Updating Disclosure Schedules. At any time and from time to time prior to the Closing, MKC, with respect to the MKC Disclosure Schedules, [REDACTED] shall provide written supplements to the MKC Disclosure Schedules [REDACTED] as applicable, for the purpose of adding, removing or updating items required to be listed therein as a result of developments following the Effective Date (which, for the avoidance of doubt, shall include any exceptions to such Party's representations and warranties set forth in Article III or Article IV, as applicable). If MKC [REDACTED] updates the MKC Disclosure Schedules [REDACTED], as applicable, prior to Closing and such update sets forth an effect, change, fact, event, condition, occurrence, development or circumstance that has had or would reasonably be expected to have a Material Adverse Effect, then BHIRC, in the case of an update by MKC, [REDACTED] may terminate this Agreement by written notice to the other Party (and in the event of such a termination by BHIRC, without making the payment set forth in Section 8.2(b)).

ARTICLE VI CONDITIONS TO CLOSING

6.1 Conditions to Obligations of Each Party Under This Agreement. The respective obligations of each Party to consummate the transactions contemplated hereby, including the Affiliation, shall be subject to the satisfaction at or prior to the Closing of the following conditions, any or all of which may be waived, in whole or in part, to the extent permitted by applicable Law, by the Parties:

(a) No Order. No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, executive order, judgment, decree, injunction or other order which (i) is in effect and (ii) has the effect of making illegal or otherwise prohibiting the consummation of the Affiliation.

(b) Regulatory Filings/Approvals. The Parties shall have made or obtained all necessary Regulatory Filings/Approvals to consummate the transactions contemplated hereby, including any notifications required to be filed with the Centers for Medicare and Medicaid Services prior to the Closing.

(c) Material Consents. Those MKC Consents and BHIRC Consents that are listed on Schedule 6.1(c) shall have been obtained.

6.2 Additional Conditions to Obligations of BHI Parties. The obligations of the BHI Parties to consummate the transactions contemplated hereby, including the Affiliation, are subject to the satisfaction at or prior to the Closing of the following conditions, any or all of which may be waived, in whole or in part, to the extent permitted by applicable Law, by BHIRC in its sole discretion:

(a) Representations and Warranties. The representations and warranties of MKC contained in this Agreement shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Effect) as of the Closing Date with the same force and effect as if made as of the Closing Date (other than those representations and warranties that address matters only as of a particular date or only with respect to a specific period of time, which need only be true and correct as of such date or with respect to such period), in each case taking into account any updates to the MKC Disclosure Schedules pursuant to Section 5.6. BHIRC shall have received a certificate of a duly authorized officer or other authorized person of MKC, dated as of the Closing Date, as to the satisfaction of this Section 6.2(a).

(b) Agreements and Covenants. MKC shall have performed or complied with in all material respects all agreements and covenants required by this Agreement to be performed or complied with by it at or prior to the Closing. BHIRC shall have received a certificate of a duly authorized officer or other authorized person of MKC, dated as of the Closing Date, as to the satisfaction of this Section 6.2(b).

(c) No Material Adverse Effect. Since the Effective Date, there shall not have occurred any Material Adverse Effect in respect of MKC, nor shall any event or events have occurred that, individually or in the aggregate, with or without the lapse of time, would reasonably be expected to result in a Material Adverse Effect in respect of MKC.

(d) Secretary's Certificate. BHIRC shall have received a certificate of the secretary or other duly authorized officer of MKC, dated as of the Closing Date, certifying as to: (i) the incumbency of the officer(s) of MKC who have executed this Agreement and the MKC Management Agreement on behalf of MKC and (ii) the due adoption and effectiveness of (A) the resolutions of the MKC Board approving this Agreement, the Affiliation and the other transactions contemplated by this Agreement and (B) the Amended MKC Governing Documents.

6.3 Additional Conditions to Obligations of MKC. The obligations of MKC to consummate the transactions contemplated hereby, including the Affiliation, are subject to the satisfaction at or prior to the Closing of the following conditions, any or all of which may be waived, in whole or in part, to the extent permitted by applicable Law, by MKC in its sole discretion:

[REDACTED]

(b) Agreements and Covenants. The BHI Parties shall have performed or complied with in all material respects all agreements and covenants required by this Agreement to be performed or complied with by them at or prior to the Closing. MKC shall have received a certificate of a duly authorized officer or other authorized person of the BHI Parties, dated as of the Closing Date, as to the satisfaction of this Section 6.3(b).

(c) No Material Adverse Effect. Since the Effective Date, there shall not have occurred any Material Adverse Effect in respect of the BHIRC Entities or BHISL, nor shall any event or events have occurred that, individually or in the aggregate, with or without the lapse of time, would reasonably be expected to result in a Material Adverse Effect in respect of the BHIRC Entities or BHISL.

(d) Secretary's Certificates. MKC shall have received a certificate of the secretary or other duly authorized officer of the BHI Parties, dated as of the Closing Date, certifying as to: (i) the incumbency of the officer(s) of the BHI Parties who have executed this Agreement and the Management Agreement on behalf thereof and (ii) the due adoption and effectiveness of (A) the resolutions of the BHIRC Board and the BHISL Board approving this Agreement, the Affiliation and the other transactions contemplated by this Agreement, (B) the Amended BHIRC Governing Documents and the Amended BHISL Governing Documents and (C) the due appointments of the Initial MKC Legacy Directors to the BHIRC Board, the BHISL Board and the respective committees thereof contemplated by Section 2.2(e) and Section 2.3(a)(ii).

ARTICLE VII CLOSING

Subject to Section 2.1(d), the closing of the Affiliation (the "Closing") shall take place electronically by the mutual exchange of portable document format (.pdf) or other electronic documents (i.e., DocuSign) on the date that is twelve (12) months after the Effective Date (the "Earliest Closing Date"), subject to the conditions set forth in Article VII (other than those conditions that by their terms are to be satisfied at the Closing) having been satisfied or waived by the Party entitled to the benefit of such conditions (or, if such conditions have not been so satisfied or waived on or before the Earliest Closing Date, on the third (3rd) Business Day after the first date on which such conditions are satisfied or waived) or on such other date as the Parties may mutually agree. The date on which the Closing actually occurs is referred to as the "Closing Date."

ARTICLE VIII PRE-CLOSING TERMINATION

8.1 Pre-Closing Termination. This Agreement may be terminated by giving written notice at any time prior to the Closing as follows:

- (a) by mutual consent of the Parties;
- (b) by either Party by written notice to the other Party, if there shall be any order, judgment, decision, decree, injunction, ruling, writ or assessment of any Governmental Authority of competent jurisdiction that is final and non-appealable preventing the consummation of the transactions contemplated hereby for any reason other than the failure of the Party seeking

to terminate this Agreement to comply with any covenant or agreement of such Party set forth herein;

(c) by BHIRC by written notice to MKC, if MKC shall have breached any of its representations, warranties or covenants set forth in this Agreement in a manner that would prevent the satisfaction of the conditions to the Closing set forth in Section 6.2(a) or Section 6.2(b), and such breach shall not have been cured within thirty (30) calendar days after written notice thereof has been given by BHIRC to MKC;

(d) by MKC by written notice to BHIRC, if the BHI Parties shall have breached any of their representations, warranties or covenants set forth in this Agreement in a manner that would prevent the satisfaction of the conditions to the Closing set forth in Section 6.3(a) or Section 6.3(b), and such breach shall not have been cured within thirty (30) calendar days after written notice thereof has been given by MKC to BHIRC;

(e) by BHIRC by written notice to MKC, if the BHIRC Board shall have determined, by duly adopted resolutions (a copy of which shall have been provided to MKC), that it is in the best interests of BHIRC, its mission and/or the communities and individuals served by BHIRC that the Affiliation not be consummated; or

(f) by MKC by written notice to BHIRC, if the MKC Board shall have determined, by duly adopted resolutions (a copy of which shall have been provided to BHIRC), that it is in the best interests of MKC, its mission and/or the communities and individuals served by MKC that the Affiliation not be consummated.

8.2 Effect of Pre-Closing Termination.

(a) In the event of the termination of this Agreement pursuant to Section 8.1, this Agreement shall forthwith become null and void, there shall be no liability on the part of any Party or any of their respective directors, trustees, officers, managers, employees, Subsidiaries or Affiliates to any other Party and all rights and obligations of any Party hereunder shall cease, except that (i) nothing herein shall relieve any Party from liability for any breach of this Agreement or for actual fraud and (ii) this Section 8.2 and Article X and Article XI shall survive any such termination of this Agreement.

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**ARTICLE X
CONFIDENTIALITY**

10.1 Confidential Information. The Parties acknowledge that the Parties have had and shall have access to and may become acquainted with non-public, confidential or proprietary information disclosed by a Party in discussions relating to or carrying out the Affiliation, whether disclosed orally or in written, electronic or other form or media, and whether or not marked or designated as confidential, including financial information and records; data and data files and formats; business strategies and plans; information regarding relationships with residents, customers, suppliers, employees, independent contractors, and other third parties; health information; notes, drafts, assessments, analyses, evaluations and reports; business methods, protocols, processes, inventions, ideas, know-how and trade secrets; proprietary software, hardware and other information technology; system designs, architecture and operations; requests for proposals and proposals; and business requirements, specifications and pricing (the "Confidential Information"). Confidential Information of a Party shall include Confidential Information of third parties to which the Disclosing Party owes an obligation of confidentiality; and Confidential Information shall be deemed to include the existence of this Agreement and the terms hereof. As used herein, Confidential Information shall not include any information that: (a) is or becomes known or available to the public, other than through a breach of an obligation hereunder by another Party; (b) is lawfully acquired by a Party from a third party without, to the other Party's Knowledge, breach of a confidentiality restriction under this Article X; (c) a Party can demonstrate by written proof was (i) already in possession of the information at the time it was disclosed hereunder by the Disclosing Party or (ii) was independently developed by the Party without use of the Disclosing Party's Confidential Information; or (d) has been approved for disclosure by the Disclosing Party. To the extent permitted by applicable Law, all such Confidential Information shall constitute "trade secrets" within the meaning of any applicable Trade Secrets Act of Indiana or Ohio (as applicable, "Trade Secrets Act"), and, in addition to the covenants, rights and remedies contained herein, each Disclosing Party, as applicable, shall receive all of the protections and be afforded any and all of the remedies available under such Trade Secrets Act with respect to the Confidential Information, including injunction and other equitable enforcement rights.

10.2 Confidentiality Obligation. Each Party acknowledges that Confidential Information is secret, confidential, and proprietary to a Disclosing Party, as applicable, and has been disclosed to or obtained in confidence and trust for the sole purpose of using the same for the sole benefit of the Disclosing Party. Without the prior written consent of the Disclosing Party, another Party will not: (a) disclose any portion of the Confidential Information to any Person other than its directors, trustees, officers, employees, agents or consultants who reasonably need access to the Confidential Information to fulfill their duties under or in connection with this Agreement or the Affiliation, and if such Person is bound to protect the confidentiality of the Confidential Information including, with respect to agents and consultants, by written agreement on terms substantially similar to this Agreement; or (b) use Confidential Information except as reasonably

required in furtherance of the purpose of the Affiliation. No Party nor its members, managers, directors, trustees, officers, employees or agents shall seek to obtain Confidential Information, or divulge any Confidential Information to any other Person, or use any Confidential Information (i) in violation of Law, or (ii) for its own benefit or for the benefit of any other Person without the prior written consent of the Disclosing Party, as applicable (which may be granted or withheld in the Disclosing Party's sole discretion).

10.3 Required Disclosures. Notwithstanding Section 10.2, disclosure of Confidential Information by a Party shall not be precluded if such disclosure is required by a valid applicable Law, subpoena, demand, order or other process of a court or Governmental Authority, *provided* that the Party provides Prompt written notice to the Disclosing Party sufficiently in advance to permit the Disclosing Party to contest the disclosure or seek an appropriate protective order. If disclosure is required despite the opposition of the Disclosing Party, the other Party shall make reasonable efforts to disclose only the Confidential Information which is legally required to be disclosed and will cooperate with the Disclosing Party in seeking assurances from the applicable court or agency that the Confidential Information will be afforded confidential treatment and further dissemination thereof restricted.

10.4 Return of Confidential Information. All Confidential Information (including all copies and portions thereof and including where combined with other information) shall after termination of this Agreement, at the Disclosing Party's request, be returned to the Disclosing Party or, where return is not reasonably feasible, with the consent of the Disclosing Party, destroyed.

10.5 No License. All Confidential Information will remain the property of the Disclosing Party. No right or license is granted to any other Party, or any use of or interest in the Confidential Information, except such use that is expressly granted by this Agreement.

10.6 No Warranty. While the Disclosing Party will and has made reasonable efforts to provide accurate information, there is no express or implied warranty as to the accuracy or completeness of Confidential Information disclosed to any other Party. The Disclosing Party shall have no liability to any other Party resulting from any use of or reliance upon Confidential Information.

10.7 Survival. The provisions set forth in this Article X shall survive any Unwind or termination of this Agreement.

ARTICLE XI MISCELLANEOUS

11.1 Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given on the date delivered, if delivered personally, on the third (3rd) Business Day after being mailed by registered or certified mail (postage prepaid, return receipt requested) or on the next Business Day after being sent by reputable overnight courier (delivery prepaid), in each case, to the Parties at the following addresses, or on the date sent by electronic transmission (if between 9:00 am and 6:00 pm ET on a Business Day, or, if after 6:00 pm ET on a Business Day or if not on a Business Day, the next

Business Day), to the email address specified below (or at such other address or email address for a Party as shall be specified by notice given in accordance with this Section) (*provided*, that the sending Party does not receive an automatically generated message from the recipient's e-mail server that such e-mail could not be delivered to such recipient):

If to BHIRC or BHISL: c/o BHI Senior Living
5414 Bearberry Lane
Indianapolis, Indiana 46268
Attn: John Dattilo
Roger Weideman
Email: JDattilo@bhiseniorliving.org
RWeideman@bhiseniorliving.org

With a copy to: Ice Miller LLP
One American Square
Suite 2900
Indianapolis, Indiana 46282
Attn: Tim Ochs
Email: Timothy.Ochs@icemiller.com

If to MKC: Maple Knoll Communities, Inc.
11100 Springfield Pike
Cincinnati, Ohio 45246
Attention: Jim Formal
Jim Stahl
Email: jformal@mkcommunities.org
JStahl@mkcommunities.org

With a copy to: Baker & Hostetler LLP
312 Walnut Street
Suite 3200
Cincinnati, Ohio 45202
Attention: Robert F. Morwood
Email: rmorwood@bakerlaw.com

Any Party may change the address to which notices and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

11.2 Compliance with Laws. This Agreement, the transactions contemplated hereby and the manner in which the Parties perform their respective obligations hereunder, shall comply with all applicable Laws. Nothing in this Agreement or any other written or oral agreements between the Parties, nor any manner in which the Parties perform their respective obligations, nor in the payment of any compensation or consideration hereunder, shall contemplate or require the referral or inducement of referrals, directly or indirectly, of items or services that are reimbursed under Medicare, Medicaid, or any other state or federal health care programs or private insurers, except as may be expressly permitted thereunder.

11.3 Headings. The descriptive headings of the articles, sections and subsections of this Agreement are for convenience only and shall not govern, limit, or be used in construing this Agreement or any provision hereof.

11.4 Binding Effect. This Agreement and all of the terms and provisions hereof shall be binding upon and inure to the benefit of all Parties and their respective successors and permitted assigns. Any agreement to pay any amount and any assumption of liability herein contained, express or implied, shall be only for the benefit of the Parties (and their successors and permitted assigns), and such agreements and assumptions shall not inure to the benefit of the obligees of any indebtedness or any other Person.

11.5 Additional Documents. In addition to the documents and instruments to be delivered as provided in this Agreement, each of the Parties shall, from time to time at the request of the other Party, execute and deliver to the other Party such other documents and shall take such other action as may be reasonably required to perform or carry out the terms of this Agreement.

11.6 Severability. If any part of any provision of this Agreement shall be invalid or unenforceable under applicable Law, said part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining provisions of this Agreement.

11.7 Amendment. Any provision of this Agreement and any Exhibits or Schedules attached hereto or referred to herein may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance, and either retroactively or prospectively) only with the written consent of each of the Parties, in the case of any amendment or waiver occurring prior to the Closing, and only with the written consent of each of BHIRC and the MKC Foundation, in the case of any amendment or waiver occurring following the Closing.

11.8 Entire Agreement. This Agreement, including the Exhibits and Schedules incorporated herein, constitute the entire agreement between the Parties with respect to the subject matter described herein, and supersedes all prior oral or written agreements, commitments, or understandings with respect to the matters provided for herein.

11.9 Counterparts. This Agreement may be executed in multiple counterparts, with the same force and effect as if executed as one complete instrument. The exchange of copies of this Agreement and signature pages by electronic mail in portable document format form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes.

11.10 Schedules and Exhibits. All Exhibits and Schedules referred to in this Agreement are incorporated by reference herein.

11.11 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, directly or indirectly, by any Party without the prior written consent of the other Party, in the case of any assignment prior to the Closing, or without the prior written consent of the MKC Foundation, in the case of any assignment following the Closing.

11.12 Third Party Beneficiaries; MKC Foundation as Party. Nothing in this Agreement shall be deemed to create any right with respect to, or to convey any right or benefit to, any Person not a Party to this Agreement; *provided, however*, that, notwithstanding the foregoing or anything elsewhere in this Agreement to the contrary, at the Closing, the MKC Foundation shall execute and deliver a signature page to this Agreement and thereby become a Party to this Agreement effective as of the Closing; as such, the MKC Foundation shall have the right to enforce and make claims under this Agreement, including with respect to the representations, warranties, covenants and agreements of the BHI Parties under this Agreement.

11.13 Drafting. No provision of this Agreement shall be interpreted for or against any Party on the basis that such Party drafted such provision, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

11.14 Transaction Expenses. Except as otherwise specifically provided herein or in the Management Agreement, each of the Parties shall be responsible for and bear all of its own costs and expenses incurred at any time in connection with this Agreement and the Affiliation (including the fees and expenses of their respective legal counsel, accountants and financial advisors).

11.15 Terms Generally. The defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The words "herein," "hereof" and "hereunder" and words of similar import refer to this Agreement in its entirety and not to any part hereof unless the context shall otherwise require. All references herein to Articles and Sections shall be deemed references to Articles and Sections of this Agreement unless the context shall otherwise require. Unless the context shall otherwise require, any references to any agreement or other instrument or any Law are to such agreement, instrument or Law as the same may be amended and supplemented from time to time (and, in the case of any statute or regulation, to any successor provisions). Any reference to any Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. When a reference is made to certain documents or information being made available to, or delivered or provided to, BHIRC or MKC, as applicable, such documents or information shall be deemed to have been made available, delivered or provided if they have been included in the "Maple Knoll & BHI Affiliation" electronic data room established and hosted by HJ Sims. All representations, warranties, covenants and agreements of the BHI Parties contained in this Agreement shall be deemed to have been made jointly and severally by the BHI Parties.

11.16 Specific Performance. Each of the Parties acknowledges and agrees that a breach of this Agreement would cause irreparable damage to the other Party and that such other Party will not have an adequate remedy at law. Therefore, the obligations of the Parties under this Agreement shall be enforceable by a decree of specific performance, and appropriate injunctive relief may be applied for and granted in connection therewith. Such remedies shall, however, be cumulative and not exclusive and shall be in addition to any other remedies which any Party may have under this Agreement or otherwise. The Parties hereby waive in any such proceeding the defense of adequacy of a remedy at law and any requirement for the securing or posting of any bond or any other security related to such equitable relief.

11.17 Governing Law; Jurisdiction; Jury Trial Waiver. This Agreement, the rights and obligations hereunder, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the Laws of the State of Ohio¹, without regard to conflict of law principles or that would require the application of the Laws of any jurisdiction other than the State of Ohio. Subject to the dispute resolution provisions in Section 11.18, the Parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the federal and state courts serving Marion County, Indiana or Hamilton County, Ohio (the "Chosen Courts") for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the Chosen Courts, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the Chosen Courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such Chosen Courts. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING IN CONNECTION WITH ANY MATTER RELATING TO THIS AGREEMENT.

11.18 Dispute Resolution.

(a) Exclusive Dispute Resolution Mechanism. The Parties shall resolve any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity hereof (each, a "Dispute"), under the provisions of Section 11.18(b) through Section 11.18(d). The procedures set forth in of Section 11.18(b) through Section 11.18(d) shall be the exclusive mechanism for resolving any Dispute that may arise from time to time.

(b) Negotiations. The Parties shall first attempt in good faith to resolve any Dispute by negotiation and consultation between themselves. In the event that such Dispute is not resolved on an informal basis within twenty (20) Business Days after one Party provides notice to the other Party of such Dispute ("Dispute Notice"), either Party may, by written notice to the other Party ("Escalation to Executive Notice"), refer such Dispute to the chief executive officer of each Party (or to such other person of equivalent or superior position designated by such Party, which, in the case of the MKC Foundation, may be the Chair of the MKC Foundation Board (any such person, the "Executive(s)")). If the Executives cannot resolve any Dispute during the time period ending thirty (30) days after the date of the Escalation to Executive Notice (the last day of such time period, the "Escalation to Mediation Date"), any Party may initiate mediation under Section 11.18(c).

(c) Mediation.

(i) Subject to Section 11.18(b), the Parties may, at any time after the Escalation to Mediation Date, submit the Dispute to any mutually agreed to mediation service for mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the dispute and the relief requested. The Parties shall cooperate

with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The Parties covenant that they will use commercially reasonable efforts in participating in the mediation. The Parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the Parties.

(ii) The Parties further agree that all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation, arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

(d) Litigation as a Final Resort. If the Parties cannot resolve for any reason, including the failure of any Party to agree to enter into mediation or agree to any settlement proposed by the mediator, any Dispute within thirty (30) days after the Escalation to Mediation Date, any Party may file suit in a Chosen Court in accordance with the provisions of Section 11.17.

11.19 Survival; Cumulative Remedies. The representations, warranties, covenants and agreements of each Party contained in this Agreement shall survive the Closing. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by any Party (including the MKC Foundation) of any right or remedy does not preclude the exercise of any other rights or remedies.

[Signature Page Follows]

The Parties have caused this Affiliation Agreement to be signed by their duly authorized representatives as of the Effective Date.


BHI RETIREMENT COMMUNITIES, INC.
on behalf of itself, WM and PLC

By: 
Name: John Dattilo
Title: President/Chief Executive Officer

BHI SENIOR LIVING, INC.

By: 
Name: John Dattilo
Title: President/Chief Executive Officer

MAPLE KNOLL COMMUNITIES, INC.

By: 
Name: James Formal
Title: President/Chief Executive Officer

The undersigned, MKC Foundation, shall execute this Agreement and become a Party effective as of the Closing, provided that this Agreement shall be in full force and effect prior to the Closing with respect to all other Parties.

MKC FOUNDATION, INC.

By: _____
Name: _____
Title: _____

EXHIBIT 1

GLOSSARY OF TERMS

Except as otherwise defined in this Agreement, capitalized terms used in this Agreement shall have the meaning set forth in this Exhibit 1.

“Affiliate” means any Person which, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with another Person. The term “control” as used herein (including the terms “controlling,” “controlled by,” and “under common control with”) means the possession, direct or indirect, of the power to (a) vote more than fifty percent (50%) of the outstanding voting membership interests of such Person, or (b) direct or cause the direction of the management and policies of such Person by contract or otherwise.

“Affiliation” has the meaning set forth in paragraph C of the Recitals hereto.

“Affiliation Committee” has the meaning set forth in Section 2.1(a).

“Affiliation Entities” has the meaning set forth in paragraph C of the Recitals hereto.

“Affiliation Objectives” has the meaning set forth in Section 1.1.

“Agreement” means this Agreement, as defined in the introductory paragraph hereof.

“Amended BHIRC Governing Documents” has the meaning set forth in Section 2.2(d).

[REDACTED]

[REDACTED]

“Amended MKC Governing Documents” has the meaning set forth in Section 2.2(a).

“BHI Audited Financial Statements” has the meaning set forth in Section 4.7(a).

“BHI Consolidating Annual Financial Statements” has the meaning set forth in Section 4.7(a).

“BHI Organization” has the meaning set forth in Section 4.7(a).

“BHI Parties” has the meanings set forth in the introductory paragraph hereof.

“BHIRC” has the meanings set forth in the introductory paragraph hereof.

“BHIRC Board” has the meaning set forth in Section 2.1(a).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“BHIRC Entity” and “BHIRC Entities” have the meanings set forth in paragraph B of the Recitals hereto.

[REDACTED]

[REDACTED]

[REDACTED]

“BHISL” has the meanings set forth in the introductory paragraph hereof.

“BHISL Board” has the meaning set forth in Section 2.2(e).

“Business Day” means any calendar day other than a Saturday, Sunday or a day on which banks in Ohio or Indiana are permitted or required by Law to be closed.

“CARES Act” means the Coronavirus Aid, Relief, and Economic Security Act.

“Change of Control” means with respect to the specified or applicable Person (a) a merger, combination, consolidation or similar business transaction involving such Person in which the holders of the voting interests immediately prior to such transaction are not the holders of 50% or greater of the voting interests of the surviving Person in such transaction immediately after such closing, (b) the amendment of such Person’s Governing Documents to grant a party other than the current Board or member(s) of such Person the right to designate, elect or remove a majority of such Person’s Board, (c) the sale, lease, exchange or other disposition of all, or substantially all, of the assets of such Person in a single transaction or series of related transactions, and (d) a member substitution or joint operating or other arrangement or transaction pursuant to which a Person other than the current Board or member(s) of such Person has the right to designate, elect or remove a majority of such Person’s Board.

“Chosen Courts” has the meaning set forth in Section 11.17.

“Closing” has the meaning set forth in Article VII.

“Closing Date” has the meaning set forth in Article VII.

“Code” means the Internal Revenue Code of 1986, as amended.

“Continuation Employees” has the meaning set forth in Section 2.3(e)(i).

“Continuation Period” has the meaning set forth in Section 2.3(e)(i).

“Commitment Period” has the meaning set forth in Section 2.3(a)(i).

“Compliance Program” has the meaning set forth in Section 3.5.

“Confidential Information” has the meaning set forth in Section 10.1.

“COVID-19 Measures” means any quarantine, “shelter in place,” “stay at home,” workforce reduction, social distancing, curfew, shut down, closure, sequester, safety or similar Law, directive, pronouncement, guidelines or recommendations promulgated by any Governmental Entity, including the Centers for Disease Control and Prevention and the World Health Organization, in each case, in connection with or in response to the COVID-19 Pandemic.

“COVID-19 Pandemic” means the novel coronavirus (SARS-CoV-2 or COVID-19), any evolutions or mutations thereof and any associated public health emergency, epidemic, pandemic, and/or outbreak occurring on and prior to the Closing Date.

“days” means calendar days.

“Data Security Requirements” has the meaning set forth in Section 3.17.

“Disclosing Party” means a Party that disclosed Confidential Information to the other Party.

“Earliest Closing Date” has the meaning set forth in Article VII.

“Effective Date” has the meaning set forth in the introductory paragraph hereof.

“Emergency Relief” has the meaning set forth in Section 3.18.

“Governing Documents” means any documents by which a Person is formed and exists and that are intended to govern any Person, including articles or certificates of incorporation, articles or certificates of formation or organization, bylaws, codes of regulations, operating agreements, partnership agreements, charters and any amendments to any of the foregoing, whether singular or plural.

“Governmental Authority” means any: (a) nation, state, county, municipality, district or other governmental jurisdiction; (b) federal, state, local, municipal, or other government; or (c) any formal domestic governmental division, authority, program, federal health care program, office, bureau, board, directorate, political subdivision, department, agency, commission, instrumentality, official, organization, accreditation or certification body with government-delegated administrative authority and any federal or state court or judicial body.

“Health Care Laws” means all applicable Laws pertaining to health care providers and facilities; federal and state health care program conditions of participation, standards, policies, rules, procedures and other requirements; and accreditation standards of any applicable accrediting organization. Health Care Laws include the following applicable Laws: the federal (Title XIX of the Social Security Act) and state Medicaid programs and their implementing regulations, the Medicare Program (Title XVIII of the Social Security Act) and its implementing regulations, the

federal False Claims Act (31 U.S.C. §§ 3729 et seq.), the Federal Health Care Program Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the Federal Physician Self-Referral Law (42 U.S.C. § 1395nn), the Federal Administrative False Claims Law (42 U.S.C. § 1320a-7b(a)), the Health Insurance Portability and Accountability Act of 1996 as amended and the HIPAA Privacy Rule, the HIPAA Security Rule and the HIPAA Standards for Transactions and Code Sets (42 U.S.C. § 1320d-1320d-9; 45 C.F.R. Parts 160 and 164) ("HIPAA"), the federal Confidentiality of Alcohol and Drug Abuse Patient Records Act (42 U.S.C. § 290ee-3), the Rehabilitation Act, the Americans with Disabilities Act, the Occupational Safety and Health Administration statutes and regulations for blood borne pathogens and workplace risks, and any state and local laws that address the same or similar subject matter. Health Care Laws also include applicable Laws related to: federal and state health care program billing, cost reporting, revenue reporting, payment and reimbursement; federal and state health care program fraud, abuse, theft or embezzlement; procurement of health care services, human and social services, and other health related services; employee background checks and credentialing of employees; credentialing and licensure of facilities or providers of such services; zoning, maintenance, safety and operations of group homes, residential facilities and day programs, and other building health and safety codes and ordinances; certificate of need laws; state law restrictions on the corporate practice of medicine (or the corporate practice of any other health related profession); eligibility for federal and state health care program contracting, including any requirements limiting contracting to nonprofit or tax exempt entities; patient information and medical record confidentiality, including psychotherapy and mental health records; splitting of health care fees; patient brokering, patient solicitation, patient capping, and/or payment of inducements to recommend or refer, or to arrange for the recommendation or referral of, patients to health care providers or facilities; standards of care, quality assurance, risk management, utilization review, peer review, and/or mandated reporting of incidents, occurrences, diseases and events; and advertising or marketing of health care services.

"Initial BHIRC-Appointed MKC Foundation Director" has the meaning set forth in Section 2.2(f)(ii).

"IRS" means the United States Internal Revenue Service.

"Knowledge" of any Person means the actual knowledge of such Person and that knowledge which the Person should reasonably be expected to have as a result of the Person's particular employment position and responsibilities after reasonable inquiry (including such reasonable inquiry as a prudent businessperson would have made or exercised in the management of his or her business affairs). BHIRC shall be deemed to have such Knowledge as any of the following officers of the BHI Parties has: (i) John Dattilo, the President/Chief Executive Officer of the BHI Parties; (ii) Roger E. Weideman II, the Senior Vice President/Chief Financial Officer of the BHI Parties; and (iii) B. Daniel Carr, the Vice President of Operations of the BHI Parties. MKC shall be deemed to have such Knowledge as any of the following officers of MKC has: (i) James Formal, the President and Chief Executive Officer of MKC; (ii) Jim Stahl, the Chief Financial Officer of MKC; and (iii) Tim McGowan, the Vice President of Operations.

"Law" or "Laws" means any statute, law, enacted legislation, ruling, ordinance, rule, requirement, regulation or case law of any Governmental Authority, whether federal, state or local.

“Management Agreement” has the meaning set forth in Section 2.2(c).

“Material Adverse Effect” means any effect, change, fact, event, condition, occurrence, development or circumstance that has had or would reasonably be expected to have a material adverse effect on (a) the financial condition, business, assets or results of operations of BHISL, the BHIRC Entities or MKC, as applicable, or (b) the ability of the BHI Parties or MKC, as applicable, to consummate the transactions contemplated hereby or perform its obligations hereunder; *provided, however*, that, none of the following, either alone or in combination, shall constitute, or be taken into account in determining whether there has been or will be, a “Material Adverse Effect” in respect of BHISL, the BHIRC Entities or MKC, as applicable: (i) any effect, change, fact, event, condition, occurrence, development or circumstance affecting the senior living industry generally, (ii) natural disasters, earthquakes, floods, hurricanes, epidemics, pandemics, disease outbreaks (including the COVID-19 Pandemic or any COVID-19 Measures) or other acts of nature, (iii) global, national or regional political conditions, including the engagement in, or escalation or worsening of hostilities in any country, political instability, or acts of terrorism or war, (iv) any effect, change, fact, event, condition, occurrence, development or circumstance affecting the economy of the United States generally, including changes in the credit, debt, capital or financial markets (including changes in interest or exchange rates) or the economy anywhere else in the world generally, (v) any failure, in and of itself, by BHISL, the BHIRC Entities or MKC, as applicable, to meet any internal or published projections, forecasts or revenue predictions for any period ending on or after the Effective Date (it being understood that the effects, changes, facts, events, conditions, occurrences, developments or circumstances giving rise to or contributing to such failure may be deemed to constitute, or be taken into account in determining whether there has been or would reasonably be expected to be, a Material Adverse Effect), (vi) any action expressly permitted or required to be taken by the BHI Parties or MKC, as applicable, under the terms of this Agreement, (vii) any effect, change, fact, event, condition, occurrence, development or circumstance that results from any action taken at the express prior written request of the other Party or with the other Party’s prior written consent, (viii) the announcement of or the execution and delivery of this Agreement or the pendency of the consummation of the Affiliation, including the effects of the transactions contemplated hereby on relationships with residents, customers, suppliers, Governmental Authorities and other business relations, (ix) any change in Law or GAAP or interpretation thereof, (x) any breach by the other Party of its representations, warranties or obligations under this Agreement, or (xi) any change in the cost or availability or other terms of any financing for BHISL, the BHIRC Entities or MKC, as applicable, (it being understood that the effects, changes, facts, events, conditions, occurrences, developments or circumstances giving rise to or contributing to such change may be deemed to constitute, or be taken into account in determining whether there has been or would reasonably be expected to be, a Material Adverse Effect); *provided, further, however*, that any effect, change, fact, event, condition, occurrence, development or circumstance referred to in clauses (iii), (iv) or (ix) immediately above shall be taken into account in determining whether a Material Adverse Effect has occurred or would reasonably be expected to occur solely to the extent that such effect, change, fact, event, condition, occurrence, development or circumstance has a material disproportionate effect on BHISL, the BHIRC Entities or MKC, as applicable, compared to other participants in the senior living industry (in which case only the incremental disproportionate adverse effect on BHISL, the BHIRC Entities or MKC, as applicable, may be taken into account in determining whether there has been or may be a Material Adverse Effect).

“MKC” has the meaning set forth in the introductory paragraph hereof.

“MKC Audited Financial Statements” has the meaning set forth in Section 3.7(a).

“MKC Benefit Plans” has the meaning set forth in Section 3.11.

“MKC Board” has the meaning set forth in Section 2.1(a).

“MKC Capital Projects” has the meaning set forth in Section 2.3(a).

“MKC Communities” has the meanings set forth in paragraph A of the Recitals hereto.

“MKC Consents/Notices” has the meaning set forth in Section 3.3.

[REDACTED]

“MKC Development/Repositioning Plan” has the meaning set forth in Section 2.3(a).

“MKC Disclosure Schedules” means the disclosure schedules being delivered by MKC to BHIRC contemporaneously with the execution of this Agreement, as updated and/or supplemented from time to time thereafter in accordance with Section 5.6.

[REDACTED]

“MKC Foundation” has the meaning set forth in Section 2.1(c).

“MKC Foundation Board” has the meaning set forth in Section 2.1(c).

[REDACTED]

[REDACTED]

“MKC Licenses and Permits” has the meaning set forth in Section 3.9.

“MKC Most Recent Balance Sheet” has the meaning set forth in Section 3.7(a).

“MKC Most Recent Financial Statements” has the meaning set forth in Section 3.7(a).

“OIG” has the meaning set forth in Section 3.14.

“Operating Entity” and “Operating Entities” have the meanings set forth in paragraph B of the Recitals hereto.

“Party” and “Parties” have the meaning set forth in the introductory paragraph hereof.

“Paycheck Protection Program” means the paycheck protection federal loan program under the CARES Act.

“Person” means any individual, corporation, limited liability company, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Authority or other entity.

“Personal Information” means any factual or subjective information (in any form, including paper and electronic forms), about (i) any client, customer, patient, member, employee, contractor, agent, consultant, officer, director, executive, supplier or vendor of the applicable Affiliation Entity, (ii) any donor, client, customer, patient, member, employee, contractor, agent, consultant, officer, director, executive, supplier or vendor of any client or customer of the applicable Affiliation Entity or (iii) any other identifiable individual, including any record that can be manipulated, linked or matched by a reasonably foreseeable method to identify an individual.

[REDACTED]

“PPP Loan” means a loan under Sections 1102 and 1106 of the CARES Act, which is subject to the SBA's 7(a) Loan Program.

“Practitioners” has the meaning set forth in Section 3.10.

“Regulatory Filings/Approvals” has the meaning set forth in Section 5.3(a).

“Representatives” has the meaning set forth in Section 5.2.

“Required Extraordinary Measure” has the meaning set forth in Section 2.3(e).

“Trade Secrets Act” has the meaning set forth in Section 10.1.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

AMENDMENT AND ACKNOWLEDGMENT

THIS AMENDMENT AND ACKNOWLEDGMENT, dated effective as of July 1, 2022, is entered into by and among Maple Knoll Communities, Inc., an Ohio nonprofit corporation (“MKC”), BHI Retirement Communities, Inc., an Indiana nonprofit corporation (“BHIRC”), BHI Senior Living, Inc., an Indiana nonprofit corporation (“BHISL” and together with BHIRC, the “BHI Parties”), and Maple Knoll Communities Foundation, an Ohio nonprofit corporation (the “MKC Foundation”). MKC, the BHI Parties and the MKC Foundation are sometimes referred to in this Agreement individually as a “Party” and together as “Parties.” Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Affiliation Agreement, dated effective as of October 22, 2021, among the Parties (as amended, the “Affiliation Agreement”), with the MKC Foundation becoming a Party to the Affiliation Agreement as of the Closing.

WHEREAS, in connection with the Closing, the Parties desire to (i) amend certain provisions of the Affiliation Agreement and (ii) acknowledge certain matters with respect to the Affiliation Agreement.

NOW THEREFORE, in consideration of the premises and the covenants herein contained, the Parties, intending to be legally bound, hereby agree as follows:

1. Amendments. The Parties hereby agree that the Affiliation Agreement shall be deemed to be amended as follows:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(c) Section 11.1 of the Affiliation Agreement shall be amended to add the following:

If to MKC Foundation: Maple Knoll Communities Foundation
11100 Springfield Pike
Cincinnati, Ohio 45246
Attention: Fred Robbins
Email: frobbins@rkpt.com

With a copy to: Baker & Hostetler LLP
312 Walnut Street
Suite 3200
Cincinnati, Ohio 45202
Attention: Robert F. Morwood
Email: rmorwood@bakerlaw.com

2. Acknowledgments. The Parties hereby acknowledge and agree as follows:

[REDACTED]

(b) The Amended MKC Governing Documents referred to in Section 2.2(a) of the Affiliation Agreement shall be in the forms attached hereto as Exhibits B-1 and B-2.

(c) The Management Agreement referred to in Section 2.2(c) of the Affiliation Agreement shall be in the form of the Shared Services Agreement attached hereto as Exhibit C.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(f) The Initial BHIRC-Appointed MKC Foundation Director shall be John Dattilo.

(g) Pursuant to Section 5.6 of the Affiliation Agreement, the updated MKC Disclosure Schedules are attached hereto as Exhibit E-1. [REDACTED]

(h) Notwithstanding anything to the contrary in Article VII of the Affiliation Agreement, the Closing shall take place electronically by the mutual exchange of portable document format (.pdf) or other electronic documents (i.e., DocuSign) on July 1, 2022, which shall constitute the Closing Date under the Affiliation Agreement, and shall be deemed effective as of 12:01 a.m. on the Closing Date (the “Effective Time”), subject to the conditions set forth in Article VII of the Affiliation Agreement having been satisfied or waived by the Party entitled to the benefit of such conditions. In the event of such satisfaction or waiver and notwithstanding the effective date of the filing of MKC’s Amended and Restated Articles of Incorporation with the Ohio Secretary of State legally effecting the Affiliation through BHIRC becoming the sole member of MKC, the Affiliation shall be deemed effective for accounting purposes at the Effective Time. Although the Parties may execute and exchange closing documents, all such exchanged documents shall be deemed held in trust by the other Parties or their legal counsel and shall not be effective until confirmation by each of the Parties or their legal counsel that the documents are effective and are released from trust.

3. Specific Performance. Without limiting the generality of Section 11.16 of the Affiliation Agreement, the BHI Parties acknowledge and agree that a breach of Section 2.3(a)(i) of the Affiliation Agreement, as amended hereby, a breach of Section 2.3(a)(iii) of the Affiliation Agreement, and a breach of Section 2.3(b) of the Affiliation Agreement, as amended hereby, would cause irreparable damage to the MKC Foundation and that the MKC Foundation will not have an adequate remedy at law. Therefore, the obligations of the BHI Parties under Section 2.3(a)(i) of

the Affiliation Agreement, as amended hereby, Section 2.3(a)(iii) of the Affiliation Agreement and Section 2.3(b) of the Affiliation Agreement, as amended hereby, shall be enforceable by a decree of specific performance, and appropriate injunctive relief may be applied for and granted in connection therewith. Such remedy shall, however, be cumulative and not exclusive and shall be in addition to any other remedies which the MKC Foundation may have under the Affiliation Agreement or otherwise. The BHI Parties hereby waive in any such proceeding the defense of adequacy of a remedy at law and any requirement for the securing or posting of any bond or any other security related to such equitable relief.

4. Miscellaneous. The provisions of Article XI of the Affiliation Agreement (Miscellaneous) shall apply, *mutatis mutandis*, to this Amendment and Acknowledgment.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Amendment and Acknowledgment to be duly executed and delivered effective as of the date first above written.

BHI RETIREMENT COMMUNITIES, INC.

By: John S. Dattilo
Name: John Dattilo
Title: President/Chief Executive Officer

BHI SENIOR LIVING, INC.

By: John S. Dattilo
Name: John Dattilo
Title: President/Chief Executive Officer

MAPLE KNOLL COMMUNITIES, INC.

By: _____
Name: James Formal
Title: President/Chief Executive Officer

MAPLE KNOLL COMMUNITIES FOUNDATION

By: _____
Name: Fred Robbins
Title: President

IN WITNESS WHEREOF, the Parties have caused this Amendment and Acknowledgment to be duly executed and delivered effective as of the date first above written.

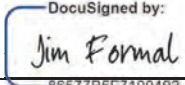
BHI RETIREMENT COMMUNITIES, INC.

By: _____
Name: John Dattilo
Title: President/Chief Executive Officer

BHI SENIOR LIVING, INC.

By: _____
Name: John Dattilo
Title: President/Chief Executive Officer

MAPLE KNOLL COMMUNITIES, INC.

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