LEASE

FOR THE SMITH HOUSE SKILLED NURSING FACILITY

AT 88 ROCK RIMMON ROAD, CITY OF STAMFORD,

STATE OF CONNECTICUT

This Lease (together with the Terms and Conditions attached as Exhibit A, and the Definitions attached as Exhibit B, the "Lease"), effective as of the Closing Date, (for all purposes of this Agreement, as that term is defined in the Supplemental Memorandum of Understanding Between the City of Stamford and Center Management Group dated November 25th, 2015 (the Supplemental MOU, supplementing the Memorandum of Understanding entered into between the City of Stamford and Center Management Group dated November 6, 2015 (the "Initial MOU", and the Initial MOU and Supplemental MOU together, the "MOU")) by and between the CITY OF STAMFORD, a municipal corporation organized and existing under the laws of the State of Connecticut, and located in the County of Fairfield in said State, acting herein by DAVID R. MARTIN, its Mayor, hereunto duly authorized, and hereafter referred to as "LANDLORD" and CENTER MANAGEMENT GROUP, LLC, a limited liability company organized and existing under the laws of the State of New York and located in New York City in the State of New York, acting herein by Charles-Edouard Gros, its Managing Member, hereunto duly authorized, and together with any Permitted Assignees, hereafter referred to as "TENANT".

WITNESSETH:

1. The Landlord does hereby lease to the Tenant and the Tenant hereby takes from the Landlord all that certain piece, parcel or tract of land, known as 88 Rock Rimmon Road, Stamford, Connecticut, which shall include that certain piece, parcel, or tract of land known as 614 Scofieldtown Road, Stamford, Connecticut, all as more particularly described, shown and designated on Exhibit C attached hereto and made a part hereof, together with any and all rights (including, without limitation, any and all air rights and development rights), privileges and easements appurtenant thereto, any gaps or gores of land between the land and abutting or adjacent properties in which the Landlord has, or may have, any interest, to the extent of such interest, and all consents, authorizations, variances or waivers, licenses, permits and approvals from any governmental authority relating to the foregoing, and all buildings, parking areas, fixtures and other improvements located thereon, including, without limitation, the Facility, (all aforementioned items collectively, the "Real Property"), and the Personal Property (the Personal Property together with the Real Property, the "Property").

2. The term of said lease shall be for 95 years commencing on the date hereof.

3. The Tenant's rights and obligations hereunder shall not be assignable, directly or indirectly or by operation of law, without the prior written consent of the Landlord other than to a Permitted Assignee. Tenant shall be one or more entities 51% or more controlled by Mr. Charles-Edouard Gros and/or Mr. Shlomo Boehm. A Permitted Assignee shall mean (i) one or more entities 51% or more controlled by Mr. Charles-Edouard Gros and/or Mr. Shlomo Boehm ("Permitted Assignee") and (ii) after fifty (50) years of the date hereof, any entity.

4. The term rent shall be Two Thousand Dollars ($2,000.00) per month payable monthly beginning on the first day of month following the commencement of this Lease.

5. The Tenant shall operate a Chronic and Convalescent Nursing Home ("CCNH") on the Property with a minimum of 90 licensed beds at no less than 80% occupancy, and shall hold and

continuously maintain a license from the State of Connecticut to operate The Smith House as a CCNH, for a term of at least 15 years, after which time Tenant shall not use the property other than for a public purpose until at least 50 years from the date hereof. During the 50 year period of CCNH/public purpose use of the Property, the Tenant shall not abandon the Property, during the first fifteen years and thereafter, for any continuous period longer than twelve (12) months.

6. Scofield Manor shall be permitted by Tenant to continue to operate on the leased Property under the same terms and conditions as currently exist between the City and Scofield Manor.

7. Tenant shall have an option to acquire the Property fee simple free and clear of all liens and encumbrances excepting a deed restriction limiting the use of the property for 15 years as a CCNH and thereafter for public purposes, for 50 years from the date hereof, which shall include use for a CCNH or Skilled Nursing Facility, Senior Assisted Living, or any other similar healthcare related facility or as otherwise permitted pursuant to an amendment to the Lease, approval for which shall not be unreasonably withheld, and if necessary an easement for the use of the septic system by the Scofield Manor, for a purchase price of $6,000,000 until June 30, 2016, and thereafter for $7,000,000, with marketable and insurable title by delivery of a Quitclaim Deed, and Landlord covenants that for so long as the Property is used for a public purpose the Property shall benefit from an abatement of any Real Property Tax. The provisions of this paragraph 7 shall survive the term of this Agreement.

8. The Property is owned by the Landlord and leased to the Tenant, subject only to the liens, covenants, restrictions, and encumbrances listed in Schedule 6 (the items listed on Schedule 6, the "Permitted Encumbrances"). During the term of this Lease the Landlord shall not permit any liens or encumbrances to be placed on the Property other than the Permitted Encumbrances. The term "demised premises" in the Lease shall be interchangeable with and have the same meaning as the term "Property" herein.

9. The Tenant acknowledges that the Landlord is a municipality and that, as such, the Landlord must receive such benefit or consideration from Tenant to warrant the City agreeing to enter into this Lease and the option hereunder or any future amendments to this lease as would serve the public interests of the taxpayers and residents of the City of Stamford, it being agreed that the terms and conditions of this Lease provide the requisite benefit or consideration necessary to warrant the City agreeing to enter into this Lease and the option hereunder.

10. The Tenant shall not assign this Lease or sublease, or license for use or otherwise dispose of the whole or any part of the demised premises without the prior written consent of the Landlord nor use the demised premises for any purpose except as permitted pursuant to the terms of this Lease. If the Lease is terminated during the first fifty years of its term, other than pursuant to Tenant exercising its option to acquire the Property, Tenant will deliver up the same, in as good condition as when the Lease commenced ordinary wear and tear and the changes resulting from subsequent improvements excepted.

11. If the Tenant violates any provision or paragraph of this Lease, the Landlord shall give the Tenant written notice of said violation and, if not corrected, or the option is not exercised by Tenant, within sixty (60) days after the written notice mailed to the Tenant, or provided that Tenant has commenced and is diligently pursuing such cure, such longer period that Tenant shall advise the Landlord that, in its reasonable judgment, Tenant will require to effectuate such cure, but in any case not to exceed one hundred and eighty (180) days from the date of the notice of violation, then the Landlord shall have the option of declaring the Tenant in default of the Lease. The Landlord may, at any time thereafter, re-enter said premises, and the same have and possess as the Landlord's former estate and, without such re-entry, may recover possession thereof in the manner prescribed by the statute relating to summary

process; it being understood that no further demand for rent, and no re-entry for condition broken, as at common law, shall be necessary to enable the Landlord to recover such possession pursuant to said statute relating to summary process, but that all right to any such demand, or any such re-entry is hereby expressly waived by the said Tenant. If cure of a violation by Tenant during the cure period is actually delayed as a result of a cause or causes attributable to the Landlord, the cure period shall be extended for the period during which cure of the violation is delayed by reason of the Landlord.

12. The Landlord may terminate the Lease prior to the expiration day of the full term of this Lease pursuant to the above paragraph. If, pursuant to the terms of the above paragraph Landlord opts to terminate the Lease, then and in that event, this Lease shall terminate, and, on such date, the term of this Lease shall expire and terminate and all rights of the Tenant under the Lease shall cease, subject only to any loan secured by a mortgage or lien on the property/leasehold interest which was obtained/used for construction or improvements with respect to the Facility/premises, which such loan shall not exceed the greater of $5,600,000, or 80% of the fair market value of the real property, such value determined by a nationally recognized appraisal company, and the Property shall be and become the property of the Landlord. All reasonable costs and expenses incurred by or on behalf of the Landlord, including reasonable attorneys' fees and costs, occasioned by any default by the Tenant under this Lease during the first fifteen years of the term of the Lease shall constitute additional rent hereunder.

13. The Tenant will maintain and operate the shared septic system and grant the operator of Scofield Manor, or its agent, access to the Property to inspect the septic system.

14. Unless Tenant exercises the option to purchase the property, all Real Property and, for seven (7) years after Closing, all Personal Property, subject to normal wear-and-tear and/or replacement in the usual course of business shall remain upon and be surrendered with the premises as part thereof at the termination of this Lease, without compensation to the Tenant.

15. Tenant shall comply with and conform to all the laws of the United States and of the State of Connecticut, Charter, Ordinances and rules and regulations of the City of Stamford, so far as the premises hereby leased are, or may be concerned; and assume all costs for violation of or noncompliance with the same.

16. The premises shall for the first fifty years of the term of the Lease at all reasonable times be open for reasonable inspection of the Landlord and its agents, upon reasonable notice to the Tenant, such inspection not to interfere with the business or operations of Tenant.

17. The Tenant agrees to keep said premises and all parts thereof in accordance with all applicable laws, codes, rules, and regulations.

18. The Tenant shall be responsible for maintenance and repair of the demised premises, as well as refuse collection, payments for water, electricity, heat, hot water, and other utilities for same, and maintenance and repair of open areas, driveways and parking areas.

19. In the event that the Property on the premises hereby leased shall be totally or substantially damaged by fire or otherwise, the Tenant shall notify the Landlord whether or not the Tenant elects to repair said damage. If the Tenant elects not to repair the damage, or exercise its right under the option, then this Lease shall become null and void and of no further force and effect as of the date of such damage.

20. (i) If all or any part of the Property or the leasehold estate or the property of Tenant shall be taken or damaged by condemnation, that portion of any award attributable to the Tenant's interest in the improvements or the Tenant's interest in the leasehold estate or the property of Tenant or damage to the Tenant's interest in the improvements or to the Tenant's interest in the leasehold estate or the property of Tenant shall be paid to the Tenant. Any portion of the award attributable solely to the underlying fee estate (exclusive of any improvements or the property of Tenant) shall be paid to the Landlord. Annual rent shall be reduced as provided in cases of condemnation.

(ii) In the event of a negotiated sale of all or a portion of the Property, in lieu of condemnation, the proceeds shall be distributed and annual rent reduced as provided in cases of condemnation.

21. During the term of this Lease specified in each clause below, Tenant shall obtain and maintain at Tenant's expense the following types and amounts of insurance:

a. Fire and Extended Coverage Insurance –the Tenant shall keep all buildings, improvements and equipment on the demised premises, including all alterations, additions and improvements, insured against loss or damage by fire with all standard extended coverage. The insurance shall be placed on a repair or replacement cost basis in an amount sufficient to prevent Landlord and Tenant from becoming co-insurers under provision of applicable policies of insurance. If at any time there is a dispute as to the amount of such insurance, the same shall be settled by arbitration.

b. Comprehensive General Liability – Tenant shall provide liability insurance for bodily injury and property damage liability with limitation of not less than: One Million ($1,000,000) for injury or death to one person, Three Million ($3,000,000) for injury or death of two or more persons and Two Hundred and Fifty Thousand ($250,000)for property damage, or such reasonably increased amounts, that are consistent with standard business practices at such time.

c. Tenant shall provide Landlord such evidence of insurance as Landlord may reasonably require. All insurance policies in force shall be in form and issued by insurance companies satisfactory to the Landlord and shall contain the following clauses:

"This policy includes the interests of the City of Stamford, its officers, employees and agents as an additional named insured. The insurer waives any right to subrogation against the Landlord, its officers, employees or agents which might arise by reason of any payment under this policy".

"Thirty (30) days advance written notice of cancellation shall be given to the Risk Manager of the City of Stamford before any cancellation or reduction in coverage of this policy shall be effective".

22. The Landlord shall not be responsible for the loss of or damage to property, or injury to persons, occurring in and or on the demised premises by reason of any existing or future condition, defect, matter of thing in said demised premises or the acts, omissions or negligence of other persons or tenants in and or on the said premises occurring during the term of this Lease. The Tenant agrees to indemnify and save the Landlord harmless from all claims and liability for loss of or damage to property or injuries to persons occurring in and or on the demised premises occurring during the term of this Lease. The Tenant further agrees to indemnify and save harmless the Landlord of and from all fines, suits, claims, demands and acts of any kind by reason of any breach, violation, or nonperformance of any condition hereof on the part of the Tenant; the Landlord shall not be liable for any injury or damage to person or property happening in or on the driveways, parking areas or sidewalks situated on said premises, and the

Tenant agrees to indemnify and save harmless the Landlord from any liability for anything arising from or out of the occupancy of said premises by the Tenant occurring during the term of this Lease.

23. Failure of the Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the Landlord may have; and shall not be deemed a waiver of any subsequent breach or default of the terms, conditions and covenants herein contained.

24. The Tenant acknowledges that it has examined said premises and that, except as specified herein or in the MOU by and between Landlord and Tenant in conjunction herewith, no representations have been made by the Landlord as to the conditions of said premises upon which the Tenant has relied in entering into this Lease and the Tenant agrees to take the Property "as is" in its present and existing condition.

25. The Tenant agrees during the term of this Lease not to encumber the demised premises with any liens such as attachments, judgment liens, mechanic's liens or any other liens, with the exception of a leasehold mortgage securing financing for construction and/or improvements with respect to all or some of the Property, which Landlord agrees may be placed upon the premises and shall cooperate in connection with Tenant securing such mortgage, including executing and delivering appropriate documents in connection therewith, provided that such financing shall not exceed the greater of $5,600,000, or 80% of the fair market value of the real property, such value determined by a nationally recognized appraisal company.

26. In the event that any mechanic's lien that is not permitted pursuant to the term of the Lease is filed against the premises as a result of alterations, additions or improvements made by the Tenant and Tenant does not exercise its option, the Landlord, at its option, after the Landlord determines the validity of the lien which includes any rights the Tenant may have, may pay the said lien, providing the Landlord reasonably determines after inquiring into the validity thereof that the lien is valid and the amount claimed is due, and the Tenant shall forthwith reimburse the Landlord the total expenses incurred by the Landlord in discharging the said lien, as additional rent hereunder.

27. In the event that the Tenant shall remain in the demised premises after the expiration of the term of this Lease without having executed a new written Lease with the Landlord, such holding over shall not constitute a renewal or extension of this Lease. The Landlord may, at its option, elect to treat the Tenant as one who has not removed at the end of its term, and thereupon be entitled to all the remedies against the Tenant provided by law in that situation, or the Landlord may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this Lease, except as to duration thereof.

28. Any dispute arising under this Lease shall be settled by arbitration. The Landlord and Tenant shall each choose an arbitrator, and the two arbitrators thus chosen shall select a third arbitrator. The findings and award of three arbitrators thus chosen shall be final and binding on the parties hereto.

29. It shall be the sole responsibility of the Tenant at its cost to obtain and maintain all necessary permits, approvals, and authorizations to operate The Smith House as a CCNH, including but not limited to a license to operate the Smith House as a CCNH.

30. It shall be the sole responsibility of the Tenant at its cost to obtain all necessary permits, approvals, and authorizations necessary for improvements to the Property.

31. Landlord represents to Tenant that no realty transfer or similar tax is payable upon the execution of the lease and that no real property tax will apply during the term of the Lease and will indemnify Tenant for any reasonable cost or expense incurred by Tenant by reason of this representation being incorrect or inaccurate.

32. In addition to the obligations expressly required to be performed hereunder by the Landlord and the Tenant, each agrees to cooperate at its own reasonable expense with the other and to perform such other acts and to execute, acknowledge and deliver, prior to and after Closing, such other instruments, documents and materials as either may reasonably request and as shall be necessary in order to effect the consummation of the transactions contemplated in this Lease.

33. The Landlord covenants with the Tenant that it has all necessary approvals and good rights to lease said premises in the manner aforesaid and to otherwise enter into this Lease and assume all of Landlord's rights and obligations hereunder, and that Landlord shall suffer and permit said Tenant (it keeping all the covenants on its part, as hereinbefore contained) to occupy, possess and enjoy said premises during the term aforesaid, without hindrance or molestation from Landlord or any person claiming to represent the Landlord.

34. All notices, requests, demands, elections and other communications which either Party to this Lease may desire or be required to give hereunder shall be in writing, may be sent by a Party's attorney, and shall be deemed to have been duly given if delivered personally, by a reputable courier service which requires a signature upon delivery, by mailing the same by registered or certified first class mail, postage prepaid, return receipt requested, by facsimile with receipt confirmation (followed by a first class mailing of the same), or by e-mailing with receipt confirmation to the Party to whom the same is so given or made. Notice shall always be given by certified mail, return receipt requested, and may also be given by other means as well. Such notice, request, demand, waiver, election or other communication will be deemed to have been given as of the date so delivered or electronically transmitted or seven days after mailing thereof. Notices shall be addressed as follows:

If to Landlord, to:

Director of Administration of the City of Stamford
888 Washington Boulevard, PO Box 10152,
Stamford, CT 06904-2152
Attn: Director of Administration – Michael Handler
Facsimile: (203) 977-5657
E-mail: mhandler@stamfordct.gov

With a copy to:

Director of Legal Affairs of the City of Stamford
888 Washington Boulevard, PO Box 10152,
Stamford, CT 06904-2152
Attn: Director of Legal Affairs – Kathryn Emmett
Facsimile: (203) 977-5560
E-mail: kemmett@stamfordct.gov

If to Tenant, to:

Center Management Group
137-42 71st Avenue
Flushing, NY 11367
Attn: Mr. Charles-Edouard Gros
Facsimile: (718) 380-0455
Email: CGros@CenterMGT.com
CC: sboehm@centermgt.com

With a copy to:

Tenzer and Lunin LLP
32 East 57th Street, Tenth Floor
New York, New York 10022
Attn: Scott B. Lunin, Esquire
Fax No. (212) 262-6959
Facsimile: (212) 262-6959
E-mail: slunin@tenzerlunin.com

or to such other address as such Party shall have specified by notice to the other Party hereto.

35. On the date this Lease is executed, the title to the Real Property shall be owned fee simple by Landlord and shall be marketable and insurable at regular rates by a reputable title company selected by the Tenant doing business in Connecticut (the "Title Company"), and Landlord shall maintain title insurance insuring the Property, subject only to the encumbrances listed in Schedule 6.

36. Tenant shall have the right to review or contest by legal proceedings, any impositions imposed upon or against the Property.

37. The Landlord shall record notice of the existence of this Lease and its essential terms on the land records with respect to the Property.

38. Each party agrees at any time, and from time to time, upon not less than ten (10) days prior written request from the other party, to execute, acknowledge and deliver to the other party a statement in writing certifying that this Lease is unmodified and in full for force and effect (or if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), the dates to which the rent has been paid, and that there are no defaults under the Lease or, if there are such defaults, the nature of the default, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective assignee, mortgagee or purchaser of the fee interest in the Property or of this Lease.

39. This Lease sets forth all of the agreements, representations, warranties and conditions of the Parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, representations, warranties and conditions, including the MOU, to the extent inconsistent with the MOU. No alteration, amendment, modification or waiver of any of the terms or provisions hereof, and no future representation or warranty by either party with respect to the transactions contemplated in this Lease, shall be valid or enforceable unless the same be in writing and signed by the Party against whom enforcement of same is sought, and in the case of Landlord is approved by the

Planning Board, the Board of Finance and the Board of Representatives, unless approval by such parties is not required by law, rule, or regulation.

40. Assignment. The Tenant's rights and obligations hereunder shall not be assignable, directly or indirectly or by operation of law, without the prior written consent of the Landlord; provided, however, that the Tenant may assign its rights and interests arising and/or accruing pursuant to this Lease to one or more entities 51% or more controlled by Mr. Charles-Edouard Gros and/or Mr. Shlomo Boehm, in which case such party shall be a Tenant. Subject to the limitations described herein, this Lease shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns.

41. Counterparts; Facsimiles. This Lease may be executed by the parties hereto in any number of separate counterparts, all of which, when delivered, shall together constitute one and the same Lease. Facsimile or scanned signatures shall be deemed to be delivered, legal and binding.

42. Holidays. Wherever this Lease provides for a date, day or period of time on or prior to which action or events are to occur or not occur, and if such date, day or last day of such period of time falls on a Saturday, Sunday or legal holiday, then same shall be deemed to fall on the immediately following Business Day.

43. Governing Law. This Lease and all issues arising hereunder shall be governed by the laws of the State of Connecticut, without regard to the conflict of laws provisions thereof.

44. No Third Party Beneficiary. Except and to the extent of provisions hereof that expressly and specifically deal with Tenant parties and Landlord parties, and their Affiliates, the provisions of this Lease are not intended to, and do not, provide any benefit, right, title or interest of any type, kind, nature or description to any person not a party hereto other than a Permitted Assignee.

45. Severability. If any provision of this Lease, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void in any respect, the remainder of this Lease and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

THIS SECTION INTENTIALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal this [___] day of November, 2015.

Signed, and sealed and delivered

in the presence of:

CITY OF STAMFORD

_____

By_____

David R. Martin, its Mayor

_____

CENTER MANAGEMENT GROUP, LLC

_____

By_____

Charles-Edouard Gros, its CEO

_____

EXHIBIT A

Terms and Conditions

1. Assumed and Retained Liabilities; Rights to Appeal; Expenses.

(a) Tenant will assume and agree to perform and discharge all liabilities and obligations related to the Property or the operation of the Facility to the extent such obligations and liabilities relate to any period on or after the Closing Date (the "Assumed Liabilities").

(b) Notwithstanding anything herein to the contrary, the Tenant is not assuming, and the Landlord is retaining and shall remain liable for and shall indemnify Tenant for all liabilities of the Landlord other than the Assumed Liabilities (the "Retained Liabilities"), The Landlord shall have the right to defend, appeal or contest any ruling, judgment or determination with respect to a Retained Liability, and the Tenant shall cooperate with the Landlord in regard thereto to the extent reasonably necessary to pursue such action.

(c) Expenses. Except as otherwise expressly provided herein, the Tenant and the Landlord shall bear their own respective expenses incurred in connection with the preparation and negotiation of this Agreement and in connection with all obligations required to be performed by each of them under this Agreement, including, without limitation, attorney and other professional fees. Landlord shall be solely responsible for any payment obligation to any advisor or broker retained by it, and Landlord agrees to indemnify and hold harmless the Tenant from any liability for any such commission or compensation in the nature of a brokerage or advisor's or finder's fee or agent's commission (and the costs and expenses of defending against such liability or asserted liability) for which the Landlord is, or may be, responsible. The Tenant agrees to indemnify and hold harmless the Landlord from any liability for any commission or compensation in the nature of a brokerage or advisor's or finder's fee or agent's commission (and the costs and expenses of defending against such liability or asserted liability) for which Tenant or any of its members, officers, directors, employees or representatives is, or may be, responsible. The obligations of the Landlord and the Tenant pursuant to this Section 1 shall survive Closing.

2. Cooperation; Notification.

(a) Cooperation. The Landlord shall provide the Tenant, and the Tenant shall provide the Landlord, with reasonable cooperation at the requesting Party's expense, as may reasonably be requested in connection with (a) the defense of any litigation relating to the Property whether existing prior to, on or after the Closing Date, or (b) Taxes relating to the Property. Landlord shall promptly furnish to the Tenant and its counsel, accountants, consultants and other representatives, any information or documentation, including accounting records requested by Tenant with respect to the operation and maintenance of the Property, in connection the processing of its applications for Governmental Approvals or otherwise; provided that the Tenant and its affiliates shall use commercially reasonable efforts to maintain the confidentiality of such documentation and information. At the request of the Tenant, the Landlord will execute such documents as may be necessary to assign Landlord's Medicaid and Medicare provider number(s) and provider agreement(s) to the Tenant as of the Closing Date.

In addition to the obligations expressly required to be performed hereunder by the Landlord and the Tenant, each agrees to cooperate at its own reasonable expense with the other and to perform such other

acts and to execute, acknowledge and deliver, prior to and after the Closing Date, such other instruments, documents and materials as either may reasonably request and as shall be necessary in order to effect the consummation of the transactions contemplated in this Agreement. Without limiting the foregoing, in the event the Tenant determines that it is in its interest to lease the Property as contemplated under this Agreement pursuant to multiple agreements subject to the same terms and conditions as are set forth in this Agreement, the Landlord shall cooperate and promptly execute such agreements, which agreements shall be in the same form, and subject to the same terms and conditions, as this Agreement, with only the necessary modifications.

The obligations of the Landlord and the Tenant pursuant to this Section 2(a) shall survive Closing.

(b) Notifications. Between the date of this Agreement and the Closing, the Landlord shall promptly notify the Tenant of (i) any condemnation, environmental, zoning or other land-use regulation notices or proceedings specifically relating to the Property received by the Landlord, (ii) any notices of violations of any legal requirements relating to the Property, received by the Landlord and (iii) any litigation of which the Landlord receives written notice that arises out of the ownership or operation of the Property, or any other threatened or actual claim, action, litigation, suit or proceeding, arbitration or investigation against the Facility or an employee thereof of which the Landlord receives written notice, (iv) any notice, citation, warning or communication, regardless of the source of such notice, citation, warning or communication, regarding any violation or any deficiency of any type, kind, nature or description received by the Landlord with regard to the Property.

3. Confidentiality

(a) Confidentiality. No Party may, without the other Party's (the "Other Party") prior written consent, publish or disclose or otherwise authorize or permit any of its officers, employees, directors, agents or representatives or any third party to publish or disclose any trade secrets, confidential or proprietary data or information or financial books, records or other similar information (collectively, the "Confidential Information") of or pertaining to the Other Party; provided, however, that the foregoing shall not apply to information which: (i) prior to or after the time of disclosure becomes publicly known and made generally available; or (ii) is required to be disclosed by applicable law or proper legal, governmental or other competent authority, provided that the Other Party shall be notified sufficiently to the extent possible in advance of such requirement so that the Other Party can seek an appropriate protective order with respect to such disclosure, with which the disclosing Party shall fully comply; (iii) is otherwise disclosed to agents, representatives (including attorneys, accountants and financial advisors), employees, vendors, or consultants whose knowledge of the information is needed for evaluation purposes and/or in connection with the consummation of the transactions contemplated by this Agreement and who recognize the confidential nature of such information and agree to be legally bound to the same burdens of confidentiality contained in this Agreement or (iv) any disclosure that the Landlord is obligated to make pursuant to its rules and regulations, including obligations to present financial information as it pertains to the Landlord to various boards and commissions, which may or may not be subject to FOIA requests, or other public communication responsibilities that the Landlord may have as a municipal government, including but not limited to its obligations under FOIA, but in all cases the Landlord will maintain confidentiality with respect to all of Tenant's proprietary trade secrets, to the extent that it has access to any and is able to do so without violating applicable legal requirements.

4. Indemnifications.

(a) By the Landlord. Landlord shall indemnify, save, protect, defend and hold harmless the Tenant from and against all Losses, whether or not resulting from third-party claims arising from, out of, or relating to (i) the breach of any representation or warranty made by Landlord in this Agreement; (ii) the breach of any agreement, covenant or obligation of Landlord in this Agreement; (iii) the Retained Liabilities; and (iv) the Landlord's use, ownership and/or operation of the Property before the Closing Date, and if this Lease is terminated without the option being exercised, after the term of this Lease, regardless of when such liability or obligation may be asserted.

(b) By the Tenant. Tenant shall indemnify, save, protect, defend and hold harmless the Landlord from and against all Losses, whether or not resulting from third-party claims arising from, out of, or relating to (i) the breach of any representation or warranty made by Tenant in this Agreement; (ii) the breach of any agreement, covenant or obligation of Tenant in this Agreement; (iii) the Assumed Liabilities; and (iv) the Tenant's use, ownership and/or operation of the Property on or after the Closing Date during the term of the Lease.

Exhibit B

Definitions

"Facility" shall mean the 128 bed Skilled Nursing Facility (a "SNF") known as The Smith House which is located at 88 Rock Rimmon Road in the City of Stamford, State of Connecticut (the "Premises") and is licensed in Connecticut as a chronic and convalescent nursing home ("CCNH").

"Personal Property" shall mean all of Landlord's right, title and interest in the assets and property of every type, kind, nature and description, personal, mixed, tangible and intangible, used in the operation of the Facility other than the Excluded Assets, free and clear of all Encumbrances, except for Permitted Encumbrances, subject to the terms and conditions hereof, including the following assets, as constituted on the Closing Date:

1. The business and operation of the Facility;

2. All furniture, furnishings, fixtures, appointments, tools, machinery, appliances, fittings, trucks, automobiles, computers and equipment owned by the Landlord and used in the operation of the Facility in their "as is" condition as of the date of this Lease (normal wear and tear excepted) (the "FF&E");

3. All inventory and supplies, on hand or on order, including dry storage goods, janitorial supplies, food and beverage supplies, office supplies, medical supplies, housekeeping, kitchen, paper and nursing supplies and pharmaceutical supplies ("Inventory");

4. The benefit of all of the Landlord's relationships with suppliers and all of Landlord's supplier lists;

5. Custody and control over all Resident funds held in trust for active residents ("Resident Trust Funds"), other than to the extent previously transferred pursuant to the MOTA;

6. All security deposits, prepayments and credits, if any, which are held by the Landlord for the provision of future services by the Landlord or the Facility;

7. All books and records made within the period from January 1, 2005 through the Closing Date , including, without limitation, account books of original entry, general ledgers, supplier files and employee records, and any other financial records relating to the Facility;

8. All resident/patient records relating to the Facility relating to residents/patients of the Facility on the Closing Date, subject to all applicable legal requirements;

9. All employee and payroll records relating to employees of the Facility on the Closing Date that employees have agreed to be delivered, or that are not protected from disclosure under FOIA;

10. All goodwill and other intangible assets associated with the Facility;

11. To the extent transferable, all Permits, including Federal, State or local governmental or regulatory permits, licenses, approvals and franchises which are owned or held or used by the Landlord in

connection with the operation of the Facility or the ownership of the Property, with the understanding that it shall be the responsibility of the Tenant to take such measures as are necessary for the transfer of such permits, licenses, approvals and franchises where necessary, in which undertaking the Landlord shall fully cooperate;

12. The Landlord's Medicare and Medicaid provider numbers and provider agreements to the extent transferable, with the understanding that it shall be the responsibility of the Tenant to take such measures as are necessary for the transfer of such numbers and agreements, in which undertaking the Landlord shall fully cooperate;

13. Reserved.;

14. Any and all insurance claims, and rights with respect thereto, in connection with any current or past insurance policy for any unrestored damage or loss occurring on or prior to the Closing Date; provided however, that the Tenant shall have no right, title or interest in or to any insurance policy when the Landlord has restored such damage or loss and the Landlord has not received payment for such claim under such policy;

15. All contracts of the Facility expressly designated by Tenant as assumed contracts (the "Assumed Contracts").

16. All computer applications, operating, security or programming software used in operation of the Facility, whether for general business usage (e.g., accounting, word processing, graphics, spreadsheet analysis, etc.), or specific, unique-to-the-business usage, including all "off-the-shelf" software, "custom" software, "open source" software, and any other software, licensed or unlicensed (collectively, the "Software"), all of which is listed on Schedule 2.1.17 annexed hereto (the "Assumed Software");"

17. All building plans, floor plans, architectural and engineering drawings and specifications, sketches, surveys, and other property records relating to the Facility and the real property associated with the Facility;

18. To the extent assignable, all warranties, representations and guaranties made by or received from any Person with respect to the Property;

19. To the extent assignable, all Permits, including licenses, permits, building inspection approvals, certificates of occupancy, approvals, subdivision maps, accreditations and entitlements, if any, issued, approved or granted to Landlord or otherwise held or used by the Landlord in connection with the operation of the Facility or the use or ownership of the Property;

20. The telephone numbers, facsimile numbers, and e-mail and domain addresses used by the Facility, other than e-mail addresses that reference the words "City of Stamford" as well as operating telephone equipment, computers, computer hardware and servers in use at the Facility as of the date of this Lease, subject to normal wear and tear;

21. Bank accounts into which accounts receivable are deposited that are used in the operation of the Facility for purposes of deposit of payment for accounts receivable (the "Bank Accounts");

22. All menus, and policy and procedure manuals;

23. All adjustment amounts owed to the Tenant pursuant to this Lease; and

24. All other assets of the Landlord related to the Facility, including the right to the use of the names used by the Facility on the date of this Lease, and all other trade names, logos, trademarks and service marks (or variations thereof) associated with the Facility or the Property, other than names that specifically refer to the "City of Stamford".

25. For Personal Property that is leased, Landlord shall assign its possessory interest therein to the extent that such leases are assignable. The Parties agree to comply with any provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Privacy, Security, Transaction and Code Set Standards that are applicable to the transfer of the Property.

"Excluded Assets" shall mean:

1. All cash, deposits (other than resident security deposits and prepayments, and Resident Trust Funds held in trust) and cash equivalents, investments and notes receivable;

2. All loans receivable, and all accounts receivable which are to be collectible and payable pursuant to the provisions of Section [--] of the Terms and Conditions to this Lease, regardless of when billed, relating to services rendered by the Landlord or the Facility prior to the Closing Date;

3. All adjustment amounts owed to the Landlord pursuant to this Lease;

4. All insurance policies, and any proceeds, remittances, payments and reimbursements resulting from such insurance or otherwise, regardless of when same might be made, relating in any way to the operations of the Landlord prior to the Closing Date;

5. Any security deposits paid by the Landlord for any service of any kind, and all prepaid charges and expenses of the Landlord subject to adjustment as of the Closing Date; and

6. All contracts of the Facility other than the Assumed Contracts.