

LICENSE TO OCCUPY PREMISES AGREEMENT

This License to Occupy Premises Agreement ("Agreement") is entered into on this 15th day of October 2019 ("Effective Date") by and between **Wilshire at Lakewood Memory Care LLC, dba Cross Creek at Lee's Summit** ("the Licensors") and **Legacy Healthcare Services, Inc.** ("Licensee"). The Licensors and Licensee are referred to hereinafter collectively as "the Parties."

WHEREAS, Licensors operate a senior living facility at the following address:

**3320 NE Wilshire Dr.
Lee's Summit, MO 64064**

WHEREAS, Licensee provides outpatient occupational therapy, physical therapy, and speech language pathology services ("Rehab Services") to residents of assisted and independent senior living facilities;

WHEREAS, Licensee agrees to render outpatient Rehab Services at Licensors' above address on the terms and conditions contained in this Agreement;

WHEREAS, Licensee agrees and ensures the Licensors maintain present exclusive right to the entire premises;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. **Term and Termination.** The term of this Agreement shall commence on the first date written above and shall continue for one year, unless terminated earlier in writing pursuant to the terms hereof. This Agreement may be terminated, with or without cause, by either party by giving thirty (30) days prior written notice to the non-terminating party at its last known address as set forth in correspondence between the Parties. Unless earlier terminated consistent with the terms hereof, this Agreement shall automatically renew for successive one year periods.

2. **Covenants of the Licensors.** The Licensors agree as follows:

(a) To make available for license an area of approximately **110** square feet at Licensors' above address ("Rehab Services Area"), at which Licensee shall render reasonable and necessary Rehab Services;

(b) To provide electricity, heating, ventilation, air conditioning, garbage receptacles, a telephone extension (for local calls) and plumbing, including hot and cold water, sufficient to meet standards for washing;

(c) To maintain, repair, and replace any non-therapy equipment supplied by Licensors that may become "unusable" due to normal wear and tear;

(d) To repair and/or paint walls, ceilings, and floors in the Rehab Services Area as deemed necessary by the Parties;

(e) To carry out necessary repairs and maintenance at times and in a manner that will not unreasonably interfere with the business of Licensee. Licensors agree to give Licensee advance reasonable notice before entering the Rehab Services Area for purposes of conducting any such repair or maintenance;

(f) To provide clean washroom facilities for Licensee and its employees; provided, however, Licensee acknowledges and agrees that this Section 2(f) shall not be interpreted to require washrooms for the exclusive use of Licensee or its employees; and

(g) To provide pest and rodent control and general housekeeping.

3. **Covenants of Licensee.** Licensee agrees as follows:

(a) To render Rehab Services to Licensors' residents on days and during hours mutually agreed upon in advance by the Parties;

(b) To purchase and maintain in good working order and condition an adequate inventory of therapy equipment and supplies, as determined in the Licensee's sole discretion;

(c) To maintain a sufficient number of well-trained employees having a neat appearance and ready to render quality Rehab Services to residents of the Licensors;

(d) To take reasonable measures to prevent waste or damage to the Rehab Services Area and to inform Licensors of necessary repairs;

(e) To acquire, maintain, and pay for business and other taxes levied and licenses and permits required for the operation of Rehab Services;

(f) To comply with applicable health, sanitary, safety and other laws, regulations, and mandates of applicable governmental authorities with regard to the provision of Rehab Services and employment of therapists and other personnel by Licensee;

(g) To comply with the legal requirements and assessments of the Workers' Compensation Act with respect to its employees;

(h) To comply with any reasonable security requirements established by Licensors;

(i) To abide by all reasonable rules and regulations established by Licensors regarding access to the Rehab Services Area; and

(j) To remove trash and garbage from the therapy Rehab Services Area to an area designated by Licensors.

4. **Quiet Enjoyment.** So long as Licensee performs its obligations, Licensors warrants that Licensee shall have quiet enjoyment of the Rehab Services Area and the right to use it free of unreasonable interference from noises, noxious or unpleasant fumes or odors, or other disturbances.

5. **Financial Arrangements.** By not later than the 10th day of each month, Licensee agrees to pay Licensors a monthly license fee in accordance with the following schedule. The Parties agree that the below license charges are consistent with fair market value and do not take into account the volume or value of any referrals or other business generated between the Parties.

Monthly License Fee

\$195.00

6. **Insurance.** Licensee agrees to maintain commercial insurance including property, liability, and workers' compensation coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. In addition, Licensee agrees to maintain professional liability insurance of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Within ten (10) business day of the Licensor's request, Licensee agrees to produce for inspection its current certificate of insurance evidencing the aforesaid coverage.

7. **Notice.** Any notice made or required to be given pursuant to this Agreement must be in writing and hand carried to recipient by the party or mailed using an overnight mail courier to the addresses below. Notice is deemed received the day it is received if hand carried or the business day following the date of deposit with an overnight carrier.

Community: Wilshire at Lakewood Memory Care LLC
d/b/a/ Cross Creek at Lee's Summit
3320 NE Wilshire Dr.
Lee's Summit, MO 64064
Attn: Executive Director

Provider: Legacy Healthcare Services, Inc.
3001 Spring Forest Rd.
Raleigh, NC 27616
Attn: Brittany Davis

Any change in a party's notification information must be given to the other party as soon as reasonable after the change.

7. **Indemnification.** The Parties agree to hold harmless and indemnify each other from and against all liabilities, losses, costs, expenses (including reasonable attorneys' fees) and damages (collectively, "Claims") resulting from any negligent acts, omissions or willful misconduct of the other party, its officers, employees and agents including, but not limited to, Claims resulting from injury or damage to persons or property.

8. **Force Majeure.** The Parties shall not be liable for failure to comply with the terms of this Agreement where such failure is caused by events beyond their reasonable control. Without limiting the generality of the foregoing, such events would include labor strikes, power or fuel shortages, fires, floods, and other acts of God that render the Rehab Services Area untenable. In any such event, Licensor shall restore the area with all reasonable speed and, if Licensor fails to restore the Rehab Services Area (or the affected part of it) to ability to license within 60 days, then Licensee may terminate this Agreement. The Parties agree that no license fee shall accrue for the period of untenability.

9. **Enurement and Assignment.** This Agreement shall be binding upon and enure to the benefit of the Parties' successors and permitted assigns. This Agreement may be assigned by either Licensor or Licensee, subject to the other party's prior written consent, which consent shall not be unreasonably or arbitrarily withheld.

10. **Entire Agreement.** This Agreement embodies the entire agreement between the Parties with respect to the subject matter hereof and may be modified only in writing and signed by each of the Parties.

11. **Authorization.** Each individual executing this Agreement on behalf of a corporation or other entity warrants that he or she is authorized to sign this Agreement on behalf of such corporation or other entity and that this Agreement is binding upon such corporation or other entity.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the first date written above.

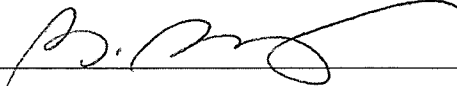
**Wilshire at Lakewood Memory Care, LLC,
d/b/a/ Cross Creek at Lee's Summit**

Legacy Healthcare Services, Inc.

By (Print Name): _____

By: Brittany E. Davis

Signature: _____

Signature:  _____

Its: _____

Its: GENERAL COUNSEL