

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

CHARLESTON SC PROPERTY HOLDINGS, LLC, and HANAHAH SC PROPERTY HOLDINGS, LLC,

Plaintiffs,

vs.

RITTENBERG OP LLC, HANAHAH OP LLC, GOLDNER CAPTIAL MANAGEMENT LLC, SC TWO OP HOLDINGS LLC, and SAMUEL GOLDNER,

Defendants.

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

CIVIL ACTION NO.: 2023-CP-10-01512

ORDER APPROVING RECEIVER’S ENTRY INTO OPERATIONS TRANSFER AGREEMENT AND LEASE TERMINATION AGREEMENT

This matter comes before the Court on the Receiver’s Motion to Approve Entry Into Operations Transfer Agreement and Lease Termination Agreement (the “Motion”) filed by Michael F. Flanagan (the “Receiver”), the court-appointed receiver in the above-captioned action.

The Court having reviewed and considered the Motion and the evidence presented in support of the Motion and finding that it has been sufficiently advised,

IT IS HEREBY ORDERED AND ADJUDGED that:

1. The terms of the Operations Transition Agreement (“OTA”) as described and defined in the Motion are appropriate and the Receiver is authorized to sign, enter into, and deliver the OTA, in a form substantially similar to Exhibit A to the Motion, to Ensign Group, Inc., a Delaware corporation or its affiliate (“New Operator”) to transition operations of that certain 125 bed skilled nursing facility located at 1137 Sam Rittenberg Boulevard, Charleston, South Carolina 29407 (the “Charleston Facility”) and that certain 135 bed skilled nursing facility located at 1800

Eagle Landing Boulevard, Hanahan, South Carolina 29410 (the “Hanahan Facility” and, together with the Charleston Facility, the “Facilities”) to New Operator on or before August 31, 2023 (the “Closing Date”) or as soon thereafter as is practicable and agreed to by the parties. The Receiver is authorized to perform all obligations of the Receivership Estate under the OTA.

2. The terms of the Lease Termination Agreement (“LTA”) as described and defined in the Motion are appropriate and the Receiver is authorized to sign, enter into, and deliver the LTA, in a form substantially similar to Exhibit B to the Motion, to Hanahan SC Property Holdings, LLC and Charleston SC Property Holdings, LLC (collectively, the “Plaintiffs”) to terminate that certain Master Lease Agreement (the “Master Lease”) dated June 14, 2021 by and among Plaintiffs (as lessors) and Defendant Hanahan OP LLC and Defendant Rittenberg OP LLC (as lessees) and to perform all obligations of the Receivership Estate under the LTA.

3. Following the termination of the Master Lease and transition of operations of the Facilities to the New Operator, the Receiver is authorized and directed to focus his efforts on collecting and liquidating the remaining assets of the Receivership Estate and paying any remaining debts incurred during the course of the receivership without further order of this Court.

4. If any funds remain after the Receiver’s payment of all receivership costs and expenses, the Receiver shall propose a claims allowance process and procedure to make distributions to creditors on account of any pre-receivership expenses for the Court’s review and approval.

AND IT IS SO ORDERED.

[Electronic Signature Page to Follow]



Charleston Common Pleas

Case Caption: Charleston Sc Property Holdings Llc , plaintiff, et al VS Rittenberg
Op Llc , defendant, et al
Case Number: 2023CP1001512
Type: Order/Other

It is so ordered.

/s Roger M. Young, Sr. S.C. Circuit Judge 2134