

**OPERATING AGREEMENT**  
**OF**  
**CREEKSIDE RESIDENCE IL OPERATING COMPANY LLC**

This Operating Agreement of CREEKSIDE RESIDENCE IL OPERATING COMPANY LLC (the “Company”), effective as of July 15, 2021 (this “Agreement”), is entered into by Abraham Smilow (the “Member”).

WHEREAS, the Company was formed as a Delaware limited liability company, pursuant to the Delaware Limited Liability Company Act, as amended from time to time (the “Act”); and

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of the Company and its rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby agrees as follows:

1. Formation. The Company has been formed and established as a Delaware limited liability company by the filing of the Company’s Certificate of Formation pursuant to the Act (the “Certificate”) with the State of Delaware Secretary of State. The Member hereby ratifies, confirms and approves in all respects the actions taken in organizing the Company, including, without limitation, the preparation and filing with the State of Delaware Secretary of State of the Certificate and any additional filings, amendments and/or restatements thereof necessary with respect to qualification of the Company to do business.

2. Name. The name of the limited liability company formed hereby is CREEKSIDE RESIDENCE IL OPERATING COMPANY LLC.

3. Purpose. The business of the Company and its purposes are to (i) lease, operate and manage that certain independent living facility located at 19800 Tranquility Circle, Hagerstown, MD 21742 to be renamed Creekside Residences, and (ii) otherwise engage in any and all activities which may be directly or indirectly related thereto and in which a Delaware limited liability company may lawfully engage.

4. Principal Office and Place of Business. The principal office and place of business of the Company shall be located at such place(s) which the Manager may select from time to time.

5. Capital Contributions. The Member may contribute cash or other property to the Company as the Member shall decide, from time to time; provided that the Member shall not be obligated to make any capital contributions.

6. Tax Characterization and Returns. It is the intention of the Member that the Company be disregarded for federal and all relevant state tax purposes and that the activities of the Company be deemed to be activities of the Member for such purposes. All provisions of the

Company's Certificate of Formation and this Agreement are to be construed so as to preserve such tax status.

7. Membership Interests. The Member owns 100% of the membership interests in the Company. The membership interests in the Company shall not be certificated.

8. Distributions. The Manager may cause the Company to distribute any cash held by it which is neither reasonably necessary for the operation of the Company nor in violation of the Act to the Member at any time.

9. Management. The control and decision making with respect to all aspects of the Company and its business and purpose, of whatever type or nature, and all authority to decide on behalf of and commit the Company to any and all acts, transactions, decisions, elections, agreements, waivers, compromises or other conduct related to any or all of the foregoing, shall be vested exclusively in the manager appointed by the Member (the "Manager"). The initial Manager of the Company is Abraham Smilow who shall serve as the manager of the Company, until such Manager's successor shall have been duly appointed by the Member or until such Manager's earlier resignation or removal. The Manager shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by managers of a limited liability company under the laws of the State of Delaware. The Manager may, from time to time, appoint such natural persons and such entities as the Manager deems appropriate to conduct business on behalf of the Company, to approve transactions on behalf of the Company and to execute documents as an "Authorized Signatory," "Authorized Person," and/or "Authorized Representative," of the Company until such authorization is revoked by the Manager or another person or entity authorized to affect such revocation.

10. Limited Liability; Indemnification. Neither the Member, the Manager nor any officer, director, employee, agent or representative of the Company shall have any liability for the obligations of the Company except to the extent required by the Act. The Company shall indemnify and hold harmless the Manager and the Member and their partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

11. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the earliest to occur of (a) the decision of the Member, or (b) an event of dissolution of the Company under the Act.

12. Governing Law. This Agreement shall be governed by and construed under the substantive laws of the State of Delaware, without regard to principles of conflicts of laws thereof.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned Member has caused this Agreement to be executed as of the date first set forth above.

**MEMBER:**

A handwritten signature in cursive script, appearing to read 'Abraham Smilow', written over a horizontal line.

Abraham Smilow