

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

CONNECTIONS COMMUNITY SUPPORT
PROGRAMS, INC.,

Debtor.¹

Chapter 11

Case No. 21-10723 (MFW)

Related Docket Nos. 54 and 139

**NOTICE OF FILING OF REVISED TRANSITION SERVICES AGREEMENT WITH
RESPECT TO MOTION OF DEBTOR FOR ENTRY OF ORDERS (I)(A)
ESTABLISHING BIDDING PROCEDURES; (B) APPROVING BID PROTECTIONS;
(C) ESTABLISHING PROCEDURES RELATING TO ASSUMPTION AND
ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED
LEASES, INCLUDING NOTICE OF PROPOSED CURE AMOUNTS; (D) APPROVING
FORM AND MANNER OF NOTICE; (E) SCHEDULING A HEARING TO CONSIDER
ANY PROPOSED SALE; AND (F) GRANTING CERTAIN RELATED RELIEF; AND
(II)(A) APPROVING A SALE OF SOME OR ALL OF THE ASSETS OF THE DEBTOR;
(B) AUTHORIZING ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY
CONTRACTS AND UNEXPIRED LEASES IN CONNECTION WITH THE SALE; AND
(C) GRANTING RELATED RELIEF**

PLEASE TAKE NOTICE that on April 27, 2021, the above-captioned debtors and debtors-in-possession (the “Debtors”) filed the *Motion of Debtor for Entry of Orders (I)(A) Establishing Bidding Procedures; (B) Approving Bid Protections; (C) Establishing Procedures Relating to Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, Including Notice of Proposed Cure Amounts; (D) Approving Form and Manner of Notice; (E) Scheduling a Hearing to Consider Any Proposed Sale; and (F) Granting Certain Related Relief; and (II)(A) Approving a Sale of Some or All of the Assets of the Debtor; (B) Authorizing Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with the Sale; and (C) Granting Related Relief* [Docket No. 54] (the “**Non-MAT Sale Motion**”).

¹ The Debtor in this chapter 11 case, along with the last four digits of its tax identification number, is as follows: Connections Community Support Programs, Inc. (3030). The address of the Debtor’s corporate headquarters is 3812 Lancaster Pike, Wilmington, Delaware 19805.

PLEASE TAKE NOTICE that on May 14, 2021, the Debtor filed the *Notice of Filing of Proposed Forms of Transition Services Agreement with Respect to (I) Motion of Debtor for Entry of Orders (I)(A) Establishing Bidding Procedures; (B) Approving Bid Protections; (C) Establishing Procedures Relating to Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, Including Notice of Proposed Cure Amounts; (D) Approving Form and Manner of Notice; (E) Scheduling a Hearing to Consider Any Proposed Sale; and (F) Granting Certain Related Relief; and (II)(A) Approving a Sale of Some or All of the Assets of the Debtor; (B) Authorizing Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with the Sale; and (C) Granting Related Relief [Docket No. 54] and (II) Motion of Debtor for Entry of Orders (I)(A) Approving Bidding Protections in Connection with Sale of MAT Assets and Services; (B) Establishing Procedures Relating to Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, Including Notice of Proposed Cure Amounts in Connection With Sale of MAT Assets; and (C) Granting Certain Related Relief; and (II)(A) Approving a Sale of the MAT Assets; (B) Authorizing Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with the MAT Asset and Services Sale; and (C) Granting Related Relief [Docket No. 71] [Docket No. 139] (“**Original TSA**”).*

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit A** is the revised form of *Transition Services Agreement* (“**Revised TSA**”) for the Non-MAT Sale Motion.

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit B** is a blackline of the Revised TSA compared to the Original TSA.

Dated: June 14, 2021
Wilmington, Delaware

CHIPMAN BROWN CICERO & COLE, LLP

/s/ Mark L. Desgrosseilliers

William E. Chipman, Jr. (No. 3818)

Mark L. Desgrosseilliers (No. 4083)

Mark D. Olivere (No. 4291)

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*Counsel to the Debtor and the
Debtor-In-Possession*

EXHIBIT A

TRANSITION SERVICES AGREEMENT

This **TRANSITION SERVICES AGREEMENT** (this “Agreement”), dated as of June 15, 2021 (the “Effective Time”), is by and between Connections Community Support Programs, Inc., a Delaware nonstock corporation, as debtor-in-possession in bankruptcy (the “Transferor”) and Conexio Care, Inc., a Delaware nonstock corporation (the “New Operator”).

WITNESSETH:

WHEREAS, on April 19, 2021 (the “Petition Date”), the Transferor commenced a voluntary case for reorganization under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “Bankruptcy Code”), in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) Case No. 21-10723 (MFW) (the “Bankruptcy Case”);

WHEREAS, since the Petition Date, Transferor has been in possession of its assets and in control of its business operations as debtor in possession pursuant to the applicable provisions of the Bankruptcy Code;

WHEREAS, subject to Bankruptcy Court approval and entry of an order approving the applicable sales, the New Operator has agreed to purchase, and Transferor has agreed to sell, a substantial portion of Transferor’s assets and operations, as further set forth in that certain Asset Purchase Agreement dated April 21, 2021 (the “Asset Purchase Agreement”);

WHEREAS, pursuant to the Asset Purchase Agreement, New Operator has or will apply for certain of its own provider numbers, licenses and agreements as may be necessary to continue the operations of the Assumed Programs, but the parties acknowledge that New Operator may not yet have received the same as of the date of the closing of the transactions set forth in the Asset Purchase Agreement;

WHEREAS, the parties wish to enter into this Agreement to provide for an orderly transition of the operations to the New Operator, subject to the terms and conditions of this Agreement, pending the issuance to New Operator of its own provider numbers, licenses and agreements; and

WHEREAS, Transferor and New Operator have therefore agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual obligations of the parties contained in this Agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree to incorporate the foregoing recitals as if fully rewritten in this Agreement and further agree as follows:

ARTICLE I
ASSETS, LIABILITIES, AND OTHER MATTERS

1.01 Sale of Assets. The parties’ rights concerning the purchase and sale of Transferor’s assets relating to operation of the Assumed Programs, and New Operator’s assumption of certain

of Transferor's liabilities, shall be governed in all respects by the Asset Purchase Agreement, the terms and conditions of which are incorporated by reference herein. Defined terms which are not separately defined herein shall have the meaning provided in the Asset Purchase Agreement.

1.02 As Is.

(a) EXCEPT AS SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY POSSESSORY RIGHTS OR RIGHTS OF USE TRANSFERRED TO NEW OPERATOR HEREUNDER ARE "AS IS" AND "WHERE IS", "WITHOUT RECOURSE", AND WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE, AND THAT EXCEPT AS SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT, TRANSFEROR IS MAKING NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO QUALITY, PHYSICAL CONDITION, EXISTENCE, LOCATION, OR VALUE OF THE TRANSFERRED ASSETS OR ANY COMPONENT THEREOF, OR THE INCOME OR EXPENSES FROM OR OF THE BUSINESS OR THE OPERATIONS OR RESULTS OF OPERATIONS OR ECONOMIC FORECASTS OR PROJECTIONS CONCERNING EARNINGS OR PROFIT, THE USE RESTRICTIONS AFFECTING THE TRANSFERRED ASSETS, THE ENFORCEABILITY OF ANY CONTRACT OR OTHER AGREEMENT OR RIGHT ASSIGNED HEREUNDER, OR THE COMPLIANCE OF THE TRANSFERRED ASSETS OR ANY PART THEREOF WITH ANY LAWS, STATUTES, RULES, ORDINANCES, DECREES OR ORDERS APPLICABLE THERETO, OR GOVERNMENTAL REQUIREMENT; OR THE ACCURACY OR COMPLETENESS OF ANY STATEMENT OR OTHER MATTER PREVIOUSLY DISCLOSED TO NEW OPERATOR. WITHOUT LIMITING THE FOREGOING, IT IS UNDERSTOOD AND AGREED THAT TRANSFEROR HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, HABITABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THIS SECTION SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS AGREEMENT.

(b) Except as expressly provided in this Agreement, New Operator acknowledges its consent to this Agreement is based solely upon New Operator's own independent investigations and findings and not in reliance upon any information provided by Transferor or Transferor's agents or representatives. Except as expressly provided in this Agreement, Transferor shall not be liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Transferred Assets, furnished by any agent, employee, or other person representing or purporting to represent Transferor. The provisions of this Section shall survive the Closing or earlier termination of this Agreement.

1.03 Licensure and Program Participation. From and after the Effective Time, Transferor authorizes New Operator to operate the Assumed Programs and continue to provide services thereunder utilizing any one or more licenses, authorizations, certificates, permits, registrations, or similar approvals of Transferor associated with such Assumed Programs, as applicable, as an agent of the Transferor in connection with the continued operation thereof until such time as New Operator obtains new licensure or approval or a transfer of Transferor's licensure or approval to New Operator, as applicable, all as provided in the Asset Purchase Agreement and

the Bankruptcy Court order approving the Asset Purchase Agreement, but only to the extent permitted by such order and in accordance with applicable law, including, without limitation, with respect to each of the following regulatory agencies; provided, however, that the New Operator shall not use of the Transferor's Medicaid certifications or licenses issued by any of the below Delaware departments at (a)-(f) below:

(a) Delaware Department of Health and Social Services, Division of Substance Abuse and Mental Health;

(b) Delaware Department of Health and Social Services, Division of Developmental Disabilities Services;

(c) Delaware Department of Health and Social Services, Division of Public Health;

(d) Delaware Department of Health and Social Services, Division of Health Care Quality (Long Term Care licensure);

(e) Delaware Department of Services for Children, Youth and Their Families, Division of Prevention and Behavioral Health Services;

(f) Delaware Department of Services for Children, Youth and Their Families, Division of Youth Rehabilitative Services; and

(g) U.S. Department of Veterans Affairs (VA).

Transferor and New Operator acknowledge that the current grant with VA will be transferred to a third party after closing of the sale contemplated in the Asset Purchase Agreement, and agree to continue administration of the grant pending such transfer and to cooperate with VA in the transfer of the grant to such third party.

1.04 Payor Agreements. From and after the Effective Time, to the extent necessary to allow a full transition of Assumed Programs to New Operator after the Closing and to the extent not included in the Assumed Contracts fully assigned to and assumed by the New Operator at Closing, Transferor agrees to allow New Operator to bill and collect for services provided by the New Operator after the Effective Time to enrollees and beneficiaries of Material Payors (as such term is defined in the Asset Purchase Agreement) under the terms and conditions of Transferor's agreements with such Material Payors ("Payor Agreements") until such time as such Payor Agreements are fully assigned to and assumed by New Operator or New Operator enters into new agreements with Material Payors, as applicable. Notwithstanding the foregoing, from and after the Effective Time, New Operator shall not use Transferor's Medicare or Medicaid provider numbers to bill for or collect payments for services rendered or products provided by New Operator or Transferor, nor shall New Operator otherwise use Transferor's Medicare or Medicaid provider reimbursement agreements, including any Medicare or Medicaid managed care agreements in any way.

1.05 Misdirected Payment. Transferor agrees to promptly and fully remit to New Operator any amounts received from any payor on account of services provided by New Operator

under the Assumed Programs on or after the Effective Time and further agrees to cooperate with New Operator to ensure reimbursement and payments are properly routed to accounts designated by New Operator for any Assumed Program services provided on or after the Effective Time.

1.06 Interim Employee Lease. Notwithstanding the terms of the Asset Purchase Agreement, from and after the Effective Time, and until August 2, 2021 (the “Employee Lease Period”), Transferor shall lease to New Operator on an exclusive basis those active employees of Transferor which are employed in connection with the operation of the Assumed Programs, including, without limitation, any such employees who are on a duly approved leave of absence as of the Effective Time (each a “Leased Employee” and collectively the “Leased Employees”), in accordance with and subject to the following terms:

(a) During the Employee Lease Period, the Leased Employees are, and shall remain, employees of Transferor, and Transferor shall retain ultimate supervisory responsibility with respect to the Leased Employees, provided that Transferor shall not make any changes to the compensation, benefits or employment status of any Leased Employee outside of the ordinary course of business during the Employee Lease Period without the prior approval of New Operator, which approval shall not be unreasonably withheld or delayed.

(b) During the Employee Lease Period, Transferor has sole responsibility for maintaining and providing compensation and benefits to the Leased Employees in accordance with past practice, including without limitation, wages, withholding and remitting taxes, and payments for wages, vacation, and paid time off, as required under applicable state and federal law. In consideration for the provision of the Leased Employees, the New Operator shall directly pay, or otherwise reimburse the Transferor an amount equal to, the full costs of such compensation and benefits paid to the Leased Employees by the Transferor during the Employee Lease Period on or before the date that is two (2) business days prior to the date on which the Transferor funds such compensation and benefits, except as otherwise provided herein.

(c) At any time during the Employee Lease Period, New Operator reserves the right, in its sole and absolute discretion, to remove one or more employees as Leased Employees effective immediately by providing notice thereof to Transferor, and upon such removal, the New Operator shall no longer be responsible for paying to the Transferor any costs of compensation or benefits paid to such removed Leased Employees to the extent earned or accrued after the effective date of such removal.

(d) As of the end of the Employee Lease Period, New Operator shall offer to employ those Leased Employees whom New Operator designates in its sole and absolute discretion (“Hired Employees”) all in accordance with the terms of the Asset Purchase Agreement. Transferor shall provide reasonable assistance with the transfer of employment of such Hired Employees to New Operator as requested by New Operator.

(e) Notwithstanding the foregoing, unless otherwise mutually agreed upon, Transferor and New Operator agree that such Hired Employees, and any other formerly Leased Employees, as applicable or required, shall remain covered under Transferor’s self-funded medical plan through July 31, 2021 (with such Hired Employees to be enrolled in New Operator’s plan effective as of August 1, 2021), the costs of which shall also be directly paid or otherwise

reimbursed by New Operator.

1.07 Interim Real Property Sublease. From and after the Effective Time, and through July 31, 2021 (the "Real Property Sublease Period"), Transferor shall sublease to New Operator on an exclusive basis those parcels of real property set forth on Exhibit A attached hereto and hereby incorporated herein. (the "Subleased Real Property"), in accordance with and subject to the following terms:

(a) Notwithstanding the foregoing, at any time during the Real Property Sublease Period, New Operator reserves the right, in its sole and absolute discretion, to terminate this sublease with respect to any or all of the Subleased Real Property with five (5) business days' prior notice (the "Notice Period") to Transferor; provided, however, as set forth in subparagraph (b) below, the New Operator shall remain liable for the full amount of the total rents and costs under the terms of any such terminated lease for the following month to the extent that the Notice Period ends on or after the first day of any such following month.

(b) In consideration for the sublease of the Subleased Real Property, the New Operator shall pay Transferor an amount equal to the total rents and other costs due and payable by the Transferor with respect to the Real Property Sublease Period under the terms of the respective leases for the Subleased Real Property, provided however, for the first partial month period after the Effective Time, that such amounts shall be prorated based on the number of days in such first month of the Real Property Sublease Period in which New Operator actually subleases the Subleased Real Property from Transferor pursuant to the terms hereunder. Such prorated amount shall be paid on or before the date that is two (2) business days after the Effective Time. Thereafter, the New Operator shall prepay the Transferor on or before the date that is five (5) business days prior to the first day of each month (such date, the "Prepayment Date"), the full amount of the total rents and other costs due and payable by the Transferor for each such month under the terms of the respective leases for the Subleased Real Property hereunder.(unless previously terminated in accordance with subparagraph (a) above). In addition to all other rights and remedies available to the Debtor, if the New Operator fails to make the required payments by the Prepayment Date, the Debtor shall be permitted to file a motion to reject the leases for the Subleased Property immediately and the New Operator shall vacate the Subleased Real Property immediately.

ARTICLE II **CLOSING**

2.01 Time and Place of Closing. The actions contemplated to consummate the transactions under this Agreement (the "Closing") shall occur contemporaneously with the closings under the Asset Purchase Agreement. Notwithstanding the actual time at which the Closing occurs, the time (the "Effective Time") at which the Closing shall be deemed to be effective shall be 12:01 a.m. prevailing Eastern Time on the day immediately following the Closing Date (which shall in all cases be the first day of a month unless otherwise agreed to by the parties).

ARTICLE III
BANKRUPTCY COURT APPROVAL

3.01 Transferor shall seek and obtain approval of the terms and conditions of this Agreement by the Bankruptcy Court in conjunction with seeking approval of the Asset Purchase Agreement.

ARTICLE IV
COVENANTS

4.01 Federal and State Regulatory Approvals. By no later than July 31, 2021, New Operator shall file all applications with the appropriate State and/or federal agencies or departments in order to obtain the appropriate license to operate the Assumed Programs acquired through the Asset Purchase Agreement (“New Operator License”). As soon as practicable, New Operator shall obtain all professional liability and other insurance required by law (“Insurance”). Transferor shall cooperate with New Operator in obtaining the New Operator License and Insurance and shall promptly execute and deliver all forms and other documentation required or requested in connection with the foregoing.

4.02 Other Covenants. Other Covenants of the parties are set forth in the Asset Purchase Agreement and are incorporated herein by reference.

4.03 Access. Transferor shall afford to New Operator and its designees reasonable access to the personnel, books and records of Transferor related to the Assumed Programs, subject to the terms of the Asset Purchase Agreement and arrangements mutually acceptable to Transferor and New Operator, from and after the Effective Time.

ARTICLE V
TERM AND TERMINATION

5.01 Term. Except as otherwise provided herein, Transferor and New Operator agree that this Agreement shall remain in force and effect until such time as New Operator determines, in its sole and absolute discretion, that it has satisfactorily transitioned the operations of Transferor related to the Assumed Programs as described herein and in the Asset Purchase Agreement.

5.02 Termination. This Agreement shall automatically terminate without further action of the parties if the Asset Purchase Agreement terminates for any reason prior to closing thereunder. Upon termination of this Agreement, this Agreement shall become null and void without any liability of any party to the other except for the provisions of this Agreement that survive in accordance with their terms.

ARTICLE VI
MISCELLANEOUS PROVISIONS

6.01 Drafting. The parties hereto have carefully reviewed and negotiated the terms of this Agreement and agree that they have had a full and fair opportunity to review and negotiate the Agreement with the advice of its counsel. Therefore, there shall be no presumption in favor of the non-drafting party.

6.02 Costs and Expenses. Except as expressly otherwise provided in this Agreement, each party hereto shall bear its own costs and expenses in connection with this Agreement and the transactions contemplated hereby.

6.03 Performance. In the event of a breach by either party of its obligations hereunder, the other party shall have the right, in addition to any other remedies which may be available, to obtain specific performance of the terms of this Agreement, and the breaching party hereby waives the defense that there may be an adequate remedy at law.

6.04 Benefit and Assignment. This Agreement binds and inures to the benefit of each party hereto and its successors and proper assigns. Neither party shall be permitted to assign its rights or obligations under this Agreement without the prior consent of the other party hereto or as permitted by the Asset Purchase Agreement.

6.05 Effect and Construction of this Agreement. The captions used herein are for convenience only and shall not control or affect the meaning or construction of the provisions of this Agreement. This Agreement may be executed in one or more counterparts, and all such counterparts shall constitute one and the same instrument. Copies of original signatures sent by email or facsimile transmission shall be deemed to be originals for all purposes of this Agreement. All gender employed in this Agreement shall include all genders, and the singular shall include the plural and the plural shall include the singular whenever and as often as may be appropriate. When used in this Agreement, the term “including” shall mean “including but not limited to.”

6.06 Notices. The notice provisions of the Asset Purchase Agreement are incorporated herein by reference.

6.07 Indemnification. New Operator shall indemnify and defend Transferor and its respective officers, agents, representatives, employees, heirs, successors and assigns (collectively, the “Transferor Indemnitees”) and hold them harmless against and with respect to any and all losses resulting from any third party, including governmental and third party payors, claim arising from or relating to the operations or the Acquired Assets, during the period from and after the Closing Date, and the failure of New Operator to comply with any covenant or obligation set forth in this Agreement.

6.08 Waiver, Discharge, etc. This Agreement shall not be released, discharged, abandoned, changed or modified in any manner, except by an instrument in writing executed by or on behalf of each of the parties hereto by their duly authorized officer or representative. The failure of any party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

6.09 Rights of Persons Not Parties. Nothing contained in this Agreement shall be deemed to create rights in persons not parties hereto, other than the successors and proper assigns of the parties hereto.

6.10 Counterparts. This Agreement may be executed by the parties in counterparts. A facsimile or electronic signature shall constitute an original signature for all purposes.

6.11 Governing Law; Disputes; Exclusive Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to any contrary rules relating to the choice or conflict of laws. The parties acknowledge and agree that the Bankruptcy Court shall have exclusive jurisdiction to hear and determine any claims or disputes between the parties hereto pertaining to this Agreement or to any matter arising herefrom or related hereto.

6.12 Severability. Any provision, or distinguishable portion of any provision, of the Agreement which is determined in any judicial or administrative proceeding to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties waive any provision of law which renders a provision hereof prohibited or unenforceable in any respect.

6.13 Entire Agreement. This Agreement including the schedules, exhibits, and the other documents related thereto, constitute the entire agreement between the parties hereto with respect to the subject matter hereof and thereof, and there are no agreements, understandings, restrictions, warranties, or representations between the parties with respect to the subject matter hereof other than as set forth herein or therein.

6.14 Post-Closing Assistance. Each party (a “Requesting Party”) shall, from time to time, upon written request therefor, execute and deliver to any other party, any confirmatory instruments which such Requesting Party may reasonably request in order to consummate the transactions contemplated under this Agreement.

6.15 Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY (i) WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY AND ALL RIGHTS TO TRIAL BY JURY IN CONNECTION WITH ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY; AND (II) CONSENTS TO THE ENTRY OF A FINAL JUDGMENT OR ORDER BY THE BANKRUPTCY COURT IF IT IS DETERMINED THAT THE BANKRUPTCY COURT, ABSENT CONSENT OF THE PARTIES, CANNOT ENTER FINAL ORDERS OR JUDGMENTS CONSISTENT WITH ARTICLE III OF THE UNITED STATES CONSTITUTION.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

TRANSFEROR:

**CONNECTIONS COMMUNITY
SUPPORT PROGRAMS, INC.**

By: _____
Name: _____
Title: _____

NEW OPERATOR:

CONEXIO CARE, INC.

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE FOR TRANSITION SERVICES AGREEMENT]

Exhibit A**Subleased Real Property**

<u>Landlord/Program/Vendor</u>	<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
Applebale LLC	927 Wildel Ave Unit A	New Castle	DE	19720
Applebale LLC	900 Coventry Lane (THE ELMS)	Newark	DE	19713
Delta Eta Corp (Schweizer)	34 Continental Avenue	Newark	DE	19711
Drummond Plaza Assoc LLC	3102 Drummond Plaza Bldg 1	Newark	DE	19711
Drummond Plaza Assoc LLC	3102 Drummond Plaza Bldg 1 #1201	Newark	DE	19711
Drummond Plaza Assoc LLC	3102 Drummond Plaza Bldg 1 #1208	Newark	DE	19711
Drummond Plaza Assoc LLC	3102 Drummond Plaza Bldg 1 #1210	Newark	DE	19711
Drummond Plaza Assoc LLC	3103 Drummond Plaza Bldg 1	Newark	DE	19711
Drummond Plaza Assoc LLC	3103 Drummond Plaza Bldg 1 #1303	Newark	DE	19711
Drummond Plaza Assoc LLC	3106 Drummond Plaza Bldg 1 #1302	Newark	DE	19711
Moore Properties, LLC	412 W 23rd St	Wilmington	DE	19802
PE Holding II, LLC	3821 Lancaster Pike	Wilmington	DE	19801
Purple Loquax LLC	811 Brandywine Blvd	Wilmington	DE	19809

EXHIBIT B

TRANSITION SERVICES AGREEMENT

This **TRANSITION SERVICES AGREEMENT** (this “Agreement”), dated as of ~~_____~~, June 15, 2021 (the “~~Execution Date~~Effective Time”), is by and between Connections Community Support Programs, Inc., a Delaware nonstock corporation, as debtor-in-possession in bankruptcy (the “Transferor”) and Conexio Care, Inc., a Delaware nonstock corporation (the “New Operator”).

WITNESSETH:

WHEREAS, on April 19, 2021 (the “Petition Date”), the Transferor commenced a voluntary case for reorganization under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “Bankruptcy Code”), in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”), ~~which cases are being jointly administered under~~) Case No. 21-10723 (MFW) (the “Bankruptcy Case”);

WHEREAS, since the Petition Date, Transferor has been in possession of its assets and in control of its ~~respective~~ business operations as ~~debtors~~debtor in possession pursuant to the applicable provisions of the Bankruptcy Code;

WHEREAS, subject to Bankruptcy Court approval and entry of an order approving the applicable sales, the New Operator has agreed to purchase, and Transferor has agreed to sell, a substantial portion of Transferor’s assets and operations, as further set forth in that certain Asset Purchase Agreement dated April 21, 2021 (the “Asset Purchase Agreement”);

WHEREAS, pursuant to the Asset Purchase Agreement, New Operator has or will apply for certain of its own provider numbers, licenses and agreements as may be necessary to continue the operations of the Assumed Programs, but the parties acknowledge that New Operator may not yet have received the same as of ~~as of~~ the date of the closing of the transactions set forth in the Asset Purchase Agreement;

WHEREAS, the parties wish to enter into this Agreement to provide for an orderly transition of the operations to the New Operator, subject to the terms and conditions of this Agreement, pending the issuance to New Operator of its own provider numbers, licenses and agreements; and

WHEREAS, Transferor and New Operator have therefore agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual obligations of the parties contained in this Agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree to incorporate the foregoing recitals as if fully rewritten in this Agreement and further agree as follows:

ARTICLE I
ASSETS, LIABILITIES, AND OTHER MATTERS

1.01 Sale of Assets. The parties' rights concerning the purchase and sale of Transferor's assets relating to operation of the Assumed Programs, and New Operator's assumption of certain of Transferor's liabilities, shall be governed in all respects by the Asset Purchase Agreement, the terms and conditions of which are incorporated by reference herein. Defined terms which are not separately defined herein shall have the meaning provided in the Asset Purchase Agreement.

1.02 As Is.

(a) EXCEPT AS SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY POSSESSORY RIGHTS OR RIGHTS OF USE TRANSFERRED TO NEW OPERATOR HEREUNDER ARE "AS IS" AND "WHERE IS", "WITHOUT RECOURSE", AND WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE, AND THAT EXCEPT AS SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT, TRANSFEROR IS MAKING NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO QUALITY, PHYSICAL CONDITION, EXISTENCE, LOCATION, OR VALUE OF THE TRANSFERRED ASSETS OR ANY COMPONENT THEREOF, OR THE INCOME OR EXPENSES FROM OR OF THE BUSINESS OR THE OPERATIONS OR RESULTS OF OPERATIONS OR ECONOMIC FORECASTS OR PROJECTIONS CONCERNING EARNINGS OR PROFIT, THE USE RESTRICTIONS AFFECTING THE TRANSFERRED ASSETS, THE ENFORCEABILITY OF ANY CONTRACT OR OTHER AGREEMENT OR RIGHT ASSIGNED HEREUNDER, OR THE COMPLIANCE OF THE TRANSFERRED ASSETS OR ANY PART THEREOF WITH ANY LAWS, STATUTES, RULES, ORDINANCES, DECREES OR ORDERS APPLICABLE THERETO, OR GOVERNMENTAL REQUIREMENT; OR THE ACCURACY OR COMPLETENESS OF ANY STATEMENT OR OTHER MATTER PREVIOUSLY DISCLOSED TO NEW OPERATOR. WITHOUT LIMITING THE FOREGOING, IT IS UNDERSTOOD AND AGREED THAT TRANSFEROR HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, HABITABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THIS SECTION SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS AGREEMENT.

(b) Except as expressly provided in this Agreement, New Operator acknowledges its consent to this Agreement is based solely upon New Operator's own independent investigations and findings and not in reliance upon any information provided by Transferor or Transferor's agents or representatives. Except as expressly provided in this Agreement, Transferor shall not be liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Transferred Assets, furnished by any agent, employee, or other person representing or purporting to represent Transferor. The provisions of this Section shall survive the Closing or earlier termination of this Agreement.

1.03 Licensure and Program Participation. From and after the Effective Time, Transferor authorizes New Operator to operate the Assumed Programs and continue to provide

services thereunder utilizing any one or more licenses, authorizations, certificates, permits, registrations, or similar approvals of Transferor associated with such Assumed Programs, as applicable, as an agent of the Transferor in connection with the continued operation thereof until such time as New Operator obtains new licensure or approval or a transfer of Transferor's licensure or approval to New Operator, as applicable, all as provided in the Asset Purchase Agreement and the Bankruptcy Court order approving the Asset Purchase Agreement, but only to the extent permitted by such order and in accordance with applicable law, including, without limitation, with respect to each of the following regulatory agencies; provided, however, that the New Operator shall not use of the Transferor's Medicaid certifications or licenses issued by any of the below Delaware departments at (a)-(f) below:

(a) Delaware Department of Health and Social Services, Division of Substance Abuse and Mental Health;

(b) Delaware Department of Health and Social Services, Division of Developmental Disabilities Services;

(c) Delaware Department of Health and Social Services, Division of Public Health;

(d) Delaware Department of Health and Social Services, Division of Health Care Quality (Long Term Care licensure);

(e) Delaware Department of Services for Children, Youth and Their Families, Division of Prevention and Behavioral Health Services;

(f) Delaware Department of Services for Children, Youth and Their Families, Division of Youth Rehabilitative Services; and

(g) U.S. Department of Veterans Affairs; (VA).

1.04 — Medicare and Medicaid.

~~(a) — From and after the Effective Time, and until the earlier of New Operator's receipt of its own Medicare and Medicaid provider numbers and Medicare and Medicaid provider reimbursement agreements, including any Medicare or Medicaid managed care agreements (individually, a "Provider Agreement" and together, the "Provider Agreements"), Transferor will provide New Operator full access to, and authorizes New Operator to use, Transferor's provider numbers, billing codes, usernames, account information, authorization information, and other information New Operator deems reasonably necessary or appropriate in order to enable New Operator to operate, have authorized, bill for and timely collect payments for services rendered and products provided by the Transferor in connection with the Assumed Programs from and after the Effective Time.~~

~~(b) — Upon receipt by New Operator after the Effective Time of any payments made under the Provider Agreements related to services provided on or prior to the Effective Time (the "Transferor Provider Payments"), New Operator shall remit such Transferor Provider Payments to Transferor subject to any collection fee or setoff provided in the Asset Purchase~~

~~Agreement. Transferor shall remain liable for all liabilities and obligations arising under or otherwise relate to the Provider Agreements for all periods on or prior to the Effective Time.~~

~~(c) — After the Effective Time, Transferor shall not make any changes to the manner in which any reimbursement is made under any of the Provider Agreements without the prior written consent of New Operator, including electronic funds transfer (“EFT”) instructions, remittance notices and other related information.~~

~~(d) — So long as any claims for payment submitted prior to the approval of the Medicare and Medicaid applications remain outstanding, the Transferor shall not act to: (i) terminate the Transferor’s Medicare or Medicaid billing information; (ii) close any accounts used by the Transferor prior to the Effective Time for purposes of receiving reimbursement; or (iii) cancel or modify any EFT agreements.~~

Transferor and New Operator acknowledge that the current grant with VA will be transferred to a third party after closing of the sale contemplated in the Asset Purchase Agreement, and agree to continue administration of the grant pending such transfer and to cooperate with VA in the transfer of the grant to such third party.

1.051.04 Payor Agreements. From and after the Effective Time, to the extent necessary to allow a full transition of Assumed Programs to New Operator after the Closing and to the extent not included in the Assumed Contracts fully assigned to and assumed by the New Operator at Closing ~~or otherwise addressed above in connection with the Provider Agreements~~, Transferor agrees to allow New Operator to bill and collect for services provided by the New Operator after the Effective Time to enrollees and beneficiaries of Material Payors (as such term is defined in the Asset Purchase Agreement) under the terms and conditions of Transferor’s agreements with such Material Payors (“Payor Agreements”) until such time as such Payor Agreements are fully assigned to and assumed by New Operator or New Operator enters into new agreements with Material Payors, as applicable. Notwithstanding the foregoing, from and after the Effective Time, New Operator shall not use Transferor’s Medicare or Medicaid provider numbers to bill for or collect payments for services rendered or products provided by New Operator or Transferor, nor shall New Operator otherwise use Transferor’s Medicare or Medicaid provider reimbursement agreements, including any Medicare or Medicaid managed care agreements in any way.

1.061.05 Misdirected Payment. Transferor agrees to promptly and fully remit to New Operator any amounts received from any payor on account of services provided by New Operator under the Assumed Programs on or after the Effective Time and further agrees to cooperate with New Operator to ensure reimbursement and payments are properly routed to accounts designated by New Operator for any Assumed Program services provided on or after the Effective Time.

1.06 Interim Employee Lease. Notwithstanding the terms of the Asset Purchase Agreement, from and after the Effective Time, and until August 2, 2021 (the “Employee Lease Period”), Transferor shall lease to New Operator on an exclusive basis those active employees of Transferor which are employed in connection with the operation of the Assumed Programs, including, without limitation, any such employees who are on a duly approved leave of absence as of the Effective Time (each a “Leased Employee” and collectively the “Leased Employees”), in

accordance with and subject to the following terms:

(a) During the Employee Lease Period, the Leased Employees are, and shall remain, employees of Transferor, and Transferor shall retain ultimate supervisory responsibility with respect to the Leased Employees, provided that Transferor shall not make any changes to the compensation, benefits or employment status of any Leased Employee outside of the ordinary course of business during the Employee Lease Period without the prior approval of New Operator, which approval shall not be unreasonably withheld or delayed.

(b) During the Employee Lease Period, Transferor has sole responsibility for maintaining and providing compensation and benefits to the Leased Employees in accordance with past practice, including without limitation, wages, withholding and remitting taxes, and payments for wages, vacation, and paid time off, as required under applicable state and federal law. In consideration for the provision of the Leased Employees, the New Operator shall directly pay, or otherwise reimburse the Transferor an amount equal to, the full costs of such compensation and benefits paid to the Leased Employees by the Transferor during the Employee Lease Period on or before the date that is two (2) business days prior to the date on which the Transferor funds such compensation and benefits, except as otherwise provided herein.

(c) At any time during the Employee Lease Period, New Operator reserves the right, in its sole and absolute discretion, to remove one or more employees as Leased Employees effective immediately by providing notice thereof to Transferor, and upon such removal, the New Operator shall no longer be responsible for paying to the Transferor any costs of compensation or benefits paid to such removed Leased Employees to the extent earned or accrued after the effective date of such removal.

(d) As of the end of the Employee Lease Period, New Operator shall offer to employ those Leased Employees whom New Operator designates in its sole and absolute discretion ("Hired Employees") all in accordance with the terms of the Asset Purchase Agreement. Transferor shall provide reasonable assistance with the transfer of employment of such Hired Employees to New Operator as requested by New Operator.

(e) Notwithstanding the foregoing, unless otherwise mutually agreed upon, Transferor and New Operator agree that such Hired Employees, and any other formerly Leased Employees, as applicable or required, shall remain covered under Transferor's self-funded medical plan through July 31, 2021 (with such Hired Employees to be enrolled in New Operator's plan effective as of August 1, 2021), the costs of which shall also be directly paid or otherwise reimbursed by New Operator.

1.07 Interim Real Property Sublease. From and after the Effective Time, and through July 31, 2021 (the "Real Property Sublease Period"), Transferor shall sublease to New Operator on an exclusive basis those parcels of real property set forth on Exhibit A attached hereto and hereby incorporated herein. (the "Subleased Real Property"), in accordance with and subject to the following terms:

(a) Notwithstanding the foregoing, at any time during the Real Property Sublease Period, New Operator reserves the right, in its sole and absolute discretion, to terminate

this sublease with respect to any or all of the Subleased Real Property with five (5) business days' prior notice (the "Notice Period") to Transferor; provided, however, as set forth in subparagraph (b) below, the New Operator shall remain liable for the full amount of the total rents and costs under the terms of any such terminated lease for the following month to the extent that the Notice Period ends on or after the first day of any such following month.

(b) In consideration for the sublease of the Subleased Real Property, the New Operator shall pay Transferor an amount equal to the total rents and other costs due and payable by the Transferor with respect to the Real Property Sublease Period under the terms of the respective leases for the Subleased Real Property, provided however, for the first partial month period after the Effective Time, that such amounts shall be prorated based on the number of days in such first month of the Real Property Sublease Period in which New Operator actually subleases the Subleased Real Property from Transferor pursuant to the terms hereunder. Such prorated amount shall be paid on or before the date that is two (2) business days after the Effective Time. Thereafter, the New Operator shall prepay the Transferor on or before the date that is five (5) business days prior to the first day of each month (such date, the "Prepayment Date"), the full amount of the total rents and other costs due and payable by the Transferor for each such month under the terms of the respective leases for the Subleased Real Property hereunder.(unless previously terminated in accordance with subparagraph (a) above). In addition to all other rights and remedies available to the Debtor, if the New Operator fails to make the required payments by the Prepayment Date, the Debtor shall be permitted to file a motion to reject the leases for the Subleased Property immediately and the New Operator shall vacate the Subleased Real Property immediately.

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ARTICLE II **CLOSING**

2.01 Time and Place of Closing. The actions contemplated to consummate the transactions under this Agreement (the "Closing") shall occur contemporaneously with the closings under the Asset Purchase Agreement. Notwithstanding the actual time at which the Closing occurs, the time (the "Effective Time") at which the Closing shall be deemed to be effective shall be 12:01 a.m. prevailing Eastern Time on the day immediately following the Closing Date (which shall in all cases be the first day of a month unless otherwise agreed to by the parties).

ARTICLE III **BANKRUPTCY COURT APPROVAL**

3.01 Transferor shall seek and obtain approval of the terms and conditions of this Agreement by the Bankruptcy Court in conjunction with seeking approval of the Asset Purchase Agreement.

ARTICLE IV
COVENANTS

4.01 Federal and State Regulatory Approvals. By no later than July 31, 2021, New Operator shall file all applications with the appropriate State and/or federal agencies or departments in order to obtain the appropriate license to operate the Assumed Programs acquired through the Asset Purchase Agreement (“New Operator License”). As soon as practicable, New Operator shall ~~apply for participation in Medicare and Delaware Medicaid in connection with the Assumed Programs, as applicable, and shall~~ obtain all professional liability and other insurance required by law (“Insurance”). Transferor shall cooperate with New Operator in obtaining the New Operator License and Insurance and shall promptly execute and deliver all forms and other documentation required or requested in connection with the foregoing.

4.02 Other Covenants. Other Covenants of the parties are set forth in the Asset Purchase Agreement and are incorporated herein by reference.

4.03 Access. Transferor shall afford to New Operator and its designees reasonable access to the personnel, books and records of Transferor related to the Assumed Programs, subject to the terms of the Asset Purchase Agreement and arrangements mutually acceptable to Transferor and New Operator, from and after the Effective Time.

ARTICLE V
TERM AND TERMINATION

5.01 Term. Except as otherwise provided herein, Transferor and New Operator agree that this Agreement shall remain in force and effect until such time as New Operator determines, in its sole and absolute discretion, that it has satisfactorily transitioned the operations of Transferor related to the Assumed Programs as described herein and in the Asset Purchase Agreement.

5.02 Termination. This Agreement shall automatically terminate without further action of the parties if the Asset Purchase Agreement terminates for any reason prior to closing thereunder. Upon termination of this Agreement, this Agreement shall become null and void without any liability of any party to the other except for the provisions of this Agreement that survive in accordance with their terms.

ARTICLE VI
MISCELLANEOUS PROVISIONS

6.01 Drafting. The parties hereto have carefully reviewed and negotiated the terms of this Agreement and agree that they have had a full and fair opportunity to review and negotiate the Agreement with the advice of its counsel. Therefore, there shall be no presumption in favor of the non-drafting party.

6.02 Costs and Expenses. Except as expressly otherwise provided in this Agreement, each party hereto shall bear its own costs and expenses in connection with this Agreement and the transactions contemplated hereby.

6.03 Performance. In the event of a breach by either party of its obligations hereunder, the other party shall have the right, in addition to any other remedies which may be available, to obtain specific performance of the terms of this Agreement, and the breaching party hereby waives the defense that there may be an adequate remedy at law.

~~6.04 No Representations. The Transferor makes no representation or warranty regarding the ability of the New Operator to use Transferor's Medicare or Medicaid billing information in the manner described herein. The New Operator makes no representation or warranty regarding the ability of the New Operator to bill the Medicare program for services furnished by the Transferor prior to the Effective Time.~~

~~6.05~~6.04 Benefit and Assignment. This Agreement binds and inures to the benefit of each party hereto and its successors and proper assigns. Neither party shall be permitted to assign its rights or obligations under this Agreement without the prior consent of the other party hereto or as permitted by the Asset Purchase Agreement.

~~6.06~~6.05 Effect and Construction of this Agreement. The captions used herein are for convenience only and shall not control or affect the meaning or construction of the provisions of this Agreement. This Agreement may be executed in one or more counterparts, and all such counterparts shall constitute one and the same instrument. Copies of original signatures sent by email or facsimile transmission shall be deemed to be originals for all purposes of this Agreement. All gender employed in this Agreement shall include all genders, and the singular shall include the plural and the plural shall include the singular whenever and as often as may be appropriate. When used in this Agreement, the term "including" shall mean "including but not limited to."

~~6.07~~6.06 Notices. The notice provisions of the Asset Purchase Agreement are incorporated herein by reference.

~~6.08~~6.07 Indemnification. New Operator shall indemnify and defend Transferor and its respective officers, agents, representatives, employees, heirs, successors and assigns (collectively, the "Transferor Indemnitees") and hold them harmless against and with respect to any and all losses resulting from any third party, including governmental and third party payors, claim arising from or relating to the operations or the Acquired Assets, during the period from and after the Closing Date, and the failure of New Operator to comply with any covenant or obligation set forth in this Agreement.

~~6.09~~6.08 Waiver, Discharge, etc. This Agreement shall not be released, discharged, abandoned, changed or modified in any manner, except by an instrument in writing executed by or on behalf of each of the parties hereto by their duly authorized officer or representative. The failure of any party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

6.106.09 Rights of Persons Not Parties. Nothing contained in this Agreement shall be deemed to create rights in persons not parties hereto, other than the successors and proper assigns of the parties hereto.

6.116.10 Counterparts. This Agreement may be executed by the parties in counterparts. A facsimile or electronic signature shall constitute an original signature for all purposes.

6.126.11 Governing Law; Disputes; Exclusive Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to any contrary rules relating to the choice or conflict of laws. The parties acknowledge and agree that the Bankruptcy Court shall have exclusive jurisdiction to hear and determine any claims or disputes between the parties hereto pertaining to this Agreement or to any matter arising herefrom or related hereto.

6.136.12 Severability. Any provision, or distinguishable portion of any provision, of the Agreement which is determined in any judicial or administrative proceeding to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties waive any provision of law which renders a provision hereof prohibited or unenforceable in any respect.

6.146.13 Entire Agreement. This Agreement including the schedules, exhibits, and the other documents related thereto, constitute the entire agreement between the parties hereto with respect to the subject matter hereof and thereof, and there are no agreements, understandings, restrictions, warranties, or representations between the parties with respect to the subject matter hereof other than as set forth herein or therein.

6.156.14 Post-Closing Assistance. Each party (a "Requesting Party") shall, from time to time, upon written request therefor, execute and deliver to any other party, any confirmatory instruments which such Requesting Party may reasonably request in order to consummate the transactions contemplated under this Agreement.

6.166.15 Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY (i) WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY AND ALL RIGHTS TO TRIAL BY JURY IN CONNECTION WITH ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY; AND (II) CONSENTS TO THE ENTRY OF A FINAL JUDGMENT OR ORDER BY THE BANKRUPTCY COURT IF IT IS DETERMINED THAT THE BANKRUPTCY COURT, ABSENT CONSENT OF THE PARTIES, CANNOT ENTER FINAL ORDERS OR JUDGMENTS CONSISTENT WITH ARTICLE III OF THE UNITED STATES CONSTITUTION.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

TRANSFEROR:

**CONNECTIONS COMMUNITY
SUPPORT PROGRAMS, INC.**

By: _____

Name: _____

Title: _____

NEW OPERATOR:

CONEXIO CARE, INC.

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE FOR TRANSITION SERVICES AGREEMENT]

Exhibit ASubleased Real Property

<u>Landlord/Program/Vendor</u>	<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
<u>Applebale LLC</u>	<u>927 Wildel Ave Unit A</u>	<u>New Castle</u>	<u>DE</u>	<u>19720</u>
<u>Applebale LLC</u>	<u>900 Coventry Lane (THE ELMS)</u>	<u>Newark</u>	<u>DE</u>	<u>19713</u>
<u>Delta Eta Corp (Schweizer)</u>	<u>34 Continental Avenue</u>	<u>Newark</u>	<u>DE</u>	<u>19711</u>
<u>Drummond Plaza Assoc LLC</u>	<u>3102 Drummond Plaza Bldg 1</u>	<u>Newark</u>	<u>DE</u>	<u>19711</u>
<u>Drummond Plaza Assoc LLC</u>	<u>3102 Drummond Plaza Bldg 1 #1201</u>	<u>Newark</u>	<u>DE</u>	<u>19711</u>
<u>Drummond Plaza Assoc LLC</u>	<u>3102 Drummond Plaza Bldg 1 #1208</u>	<u>Newark</u>	<u>DE</u>	<u>19711</u>
<u>Drummond Plaza Assoc LLC</u>	<u>3102 Drummond Plaza Bldg 1 #1210</u>	<u>Newark</u>	<u>DE</u>	<u>19711</u>
<u>Drummond Plaza Assoc LLC</u>	<u>3103 Drummond Plaza Bldg 1</u>	<u>Newark</u>	<u>DE</u>	<u>19711</u>
<u>Drummond Plaza Assoc LLC</u>	<u>3103 Drummond Plaza Bldg 1 #1303</u>	<u>Newark</u>	<u>DE</u>	<u>19711</u>
<u>Drummond Plaza Assoc LLC</u>	<u>3106 Drummond Plaza Bldg 1 #1302</u>	<u>Newark</u>	<u>DE</u>	<u>19711</u>
<u>Moore Properties, LLC</u>	<u>412 W 23rd St</u>	<u>Wilmington</u>	<u>DE</u>	<u>19802</u>
<u>PE Holding II, LLC</u>	<u>3821 Lancaster Pike</u>	<u>Wilmington</u>	<u>DE</u>	<u>19801</u>
<u>Purple Loquax LLC</u>	<u>811 Brandywine Blvd</u>	<u>Wilmington</u>	<u>DE</u>	<u>19809</u>