ASSIGNMENT, ASSUMPTION AND AMENDMENT OF

TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY
(ASSIGNMENT OF HSRE-EB MOUNT SINAI, LLC 2019 FACILITY)

DELIVERED AUGUST 13, 2025

ASSIGNMENT, ASSUMPTION AND AMENDMENT OF

TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY (ASSIGNMENT OF HSRE-EB MOUNT SINAI, LLC 2019 FACILITY)

DELIVERED AUGUST 13, 2025

Parties to Transaction

Town of Brookhaven Industrial Development Agency	"Agency"
HSRE-EB Mount Sinai, LLC	"Assignor"; and before the Effective Date "Company"
VTR BRTL Mount Sinai, LLC	"Assignee"; and after Effective Date, "Company"

Index to Transcript

Document Number

I. Assignment Documents

1. Assignment, Assumption and Amendment Agreement (among Agency, Assignor and Assignee).

2. Assignment and Assumption of Company Lease (between Assignor and Assignee and consented to by Agency), together with Form TP-584.

3. Assignment and Assumption of Lease Agreement (between Assignor and Assignee and consented to by Agency), together with Form TP-584.

4. Authorizing Resolution of the Agency, adopted on July 16, 2025.

5. Closing Certificate of Assignor.

6. Closing Certificate of Assignee.

7. Opinion of Counsel to Assignor

8. Opinion of Counsel to Assignee.

9. Notification to Assessor of Assignment, together with RP-412-a.

10. Title Entrustment Letter.

11. Distribution List.

TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY
(TOWN OF BROOKHAVEN, NEW YORK)

and

HSRE-EB MOUNT SINAI, LLC

and

VTR BRTL MOUNT SINAI, LLC

ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT

Dated August 13, 2025

Town of Brookhaven Industrial Development Agency
(Assignment of HSRE-EB Mount Sinai, LLC 2019 Facility)

Property Address: 400 Sutton Court, Mount Sinai, New York 11716

Tax Map No.: 0200-118.00-03.00-004.002 (f/k/a part of Lot 004.001)

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ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT, dated August 13, 2025 (this "**Assignment, Assumption and Amendment Agreement**"), is by and among the TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation duly organized and existing under the laws of the State of New York, having its principal office at 1 Independence Hill, 2nd Floor, Farmingville, New York 11738 (the "**Agency**"), HSRE-EB MOUNT SINAI, LLC, a limited liability company organized and existing under the laws of the State of Delaware and authorized to transact business in the State of New York, having its principal office at 300 Jericho Turnpike, Suite 100, Jericho, New York 11753 (the "**Assignor**" and, before the Effective Date (as defined herein), the "**Original Company**"), and VTR BRTL MOUNT SINAI, LLC, a limited liability company organized and existing under the laws of the State of Delaware and authorized to transact business in the State of New York, having its principal office at c/o Ventas Healthcare Realty, LLC, c/o Ventas, Inc., 300 LaSalle Drive, Suite 1600, Chicago, Illinois 60654 (the "**Assignee**" and, after the Effective Date (as defined herein), the "**Company**").

RECITAL

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York (the "**State**");

WHEREAS, the aforesaid act authorizes the creation of industrial development agencies for the Public Purposes of the State;

WHEREAS, the aforesaid act further authorizes the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State and empowers such agencies, among other things, to acquire, reconstruct, renovate, refurbish, equip, lease, sell and dispose of land and any building or other improvement, and all real and personal property, including but not limited to machinery and equipment deemed necessary in connection therewith, whether now in existence or under construction, which shall be suitable for manufacturing, civic, warehousing, research, commercial, recreation or industrial facilities, in order to advance job opportunities, health, general prosperity and the economic welfare of the people of the State and to improve their standard of living;

WHEREAS, pursuant to and in accordance with the provisions of the aforesaid act and Chapter 358 of the Laws of 1970 of the State of New York, as amended (collectively, the "**Act**"), the Agency was created and is empowered to undertake the providing of financing and leasing of the Facility defined below;

WHEREAS, the Agency previously provided assistance to the Original Company in connection with the (A) the acquisition of an approximately 6.5 acre parcel of land located at 400 Sutton Court, Mount Sinai, Town of Brookhaven, New York (also known as Tax Map No. 0200-118.00-03.00-004.002 (f/k/a part of Lot 004.001)) (the "**Land**"), (B) the construction, equipping and furnishing of a two (2) story 120 unit assisted living facility

including approximately 137 beds and common areas consisting of dining facilities, recreational areas, common meeting and reading areas, and other amenities catering to the needs of local seniors and the furnishing thereof including, but not limited to furniture, appliances in the units, kitchen equipment, telephone systems, audio-visual equipment, security equipment and exercise equipment, including an approximately 1,200 square foot space to be leased by the Original Company to a tenant as a hair salon and (C) the construction of (i) roadways, drive aisles and parking for approximately 90 vehicles and sidewalks, lighting and landscaping, (ii) a new wastewater collection system to be connected to an existing sanitary manhole being part of the Suffolk County Sewer District #2 (Talmadge Woods sewage treatment plant), (iii) storm-water drainage facilities in the forms of dry-well systems, culverts, collection and drain pipes to manage storm-water from new impervious areas on-site, and (iv) utility service connections including electrical, gas, water service, cable and internet service (subsections (B) and (C) are collectively, the "**Equipment**" and "**Improvements**"; and together with the Land, the "**Facility**"), which Facility is leased by the Agency to the Original Company, and used by the Original Company as an assisted living and memory care facility known as The Bristal at Mt. Sinai (the "**Project**"); and

WHEREAS, the Agency previously acquired a leasehold interest in the Facility pursuant to a certain Company Lease Agreement, dated as of January 1, 2019 (the "**Original Company Lease**"), and a certain Bill of Sale (the "**Original Bill of Sale**"), dated January 9, 2019, each from the Original Company to the Agency; and

WHEREAS, the Agency is currently leasing the Facility to the Original Company pursuant to a certain Lease and Project Agreement, dated as of January 1, 2019 (the "**Original Lease Agreement**"; and, together with the Original Company Lease and the Original Bill of Sale, the "**Assignor Documents**"), between the Agency and the Original Company; and

WHEREAS, the Assignee has requested the Agency's consent to the (i) sale and transfer of the Land and the Improvements by and from the Assignor to the Assignee, (ii) assignment by the Assignor of all of its rights, title, interest, duties, liabilities and obligations under the Original Company Lease and the Original Lease Agreement, and certain other agreements in connection with the Facility to the Assignee and the assumption by the Assignee of all of such rights, title, interest, duties, liabilities and obligations of the Assignor under the Original Company Lease and the Original Lease Agreement, and certain other agreements in connection with the Facility, and (iii) the release of the Assignor from any further liability with respect to the Facility, subject to certain requirements of the Agency, all pursuant to the terms of, among other things, this Assignment, Assumption and Amendment Agreement; and

WHEREAS, the Assignee will lease the premises to an operating company, VOP BRTL Mount Sinai, LLC ("**OpCo**"). OpCo will then enter into an operating lease with EB Care at Mount Sinai LLC, the existing licensed operator, which will continue as operator immediately following the closing of the transaction. Ultimate Seniors Management LLC, an affiliate of the current manager of the assisted living community, will manage the Facility after the closing of the transaction; and

WHEREAS, pursuant to Section 9.3 of the Original Lease Agreement, the Facility may be assigned, in whole or in part, with the prior written consent of the Agency; and

WHEREAS, the Agency has consented to (i) the sale and transfer of the Land and the Improvements by and from the Assignor to the Assignee, and, in connection therewith, (ii) the assignment by the Assignor and the assumption by the Assignee of the Assignor's interests in the Facility and the Agency will thereafter lease the Facility to the Assignee; and

WHEREAS, the Original Company Lease shall be assigned by the Assignor to the Assignee and assumed by the Assignee pursuant to a certain Assignment and Assumption of Company Lease, dated August 13, 2025 (the "**Assignment of Company Lease**", and together with the Original Company Lease and this Assignment, Assumption, and Amendment Agreement, the "**Company Lease**"), by and between the Assignor and the Assignee, and consented to by the Agency, to be recorded in the Suffolk County Clerk's Office; and

WHEREAS, the Original Lease Agreement shall be assigned by the Assignor to the Assignee and assumed by the Assignee pursuant to a certain Assignment and Assumption of Lease and Project Agreement, dated August 13, 2025 (the "**Assignment of Lease Agreement**", and together with the Original Lease Agreement and this Assignment, Assumption, and Amendment Agreement, the "**Lease Agreement**"), by and between the Assignor and the Assignee, and consented to by the Agency, to be recorded in the Suffolk County Clerk's Office. The Company Lease, the Lease Agreement, and this Assignment, Assumption, and Amendment Agreement, are collectively, the "**Assignee Documents**"; and

WHEREAS, subject to the Agency's consent, which consent is given pursuant to Section 3.2 hereof, the Assignee shall assume the Assignor's leasehold estate and reversionary interest in the Facility created pursuant to the Company Lease and the Lease Agreement, including but not limited to, all of the right, title, interest, liability, duty and obligations of the Assignor under the Company Lease and the Lease Agreement, in each case, first arising on and after the Effective Date; and

WHEREAS, on the terms set forth herein, the Assignee has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transaction contemplated by the assignment of the interest in the Facility from the Assignor to the Assignee, as more particularly set forth in Article V herein.

AGREEMENT

For and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto do hereby mutually agree as follows:

ARTICLE I
DEFINITIONS

All capitalized terms used in this Assignment, Assumption and Amendment Agreement and not otherwise defined herein shall have the meanings assigned thereto in the Schedule of Definitions attached to the Lease Agreement as Schedule A. In the event a

capitalized term is defined in the body of this Assignment, Assumption and Amendment Agreement, the meaning assigned to such capitalized term in the body of this Assignment, Assumption and Amendment Agreement shall govern and control.

All references in the Company Lease or the Lease Agreement to "this Company Lease Agreement" or "the Company Agreement" or "this Lease Agreement" or "the Lease Agreement", or words of similar import, and the terms "hereby", "hereof", "hereto", "herein", "hereunder", "thereby", "thereof", "thereto", "therein", "thereunder" and any similar terms as used in any such instrument or agreement shall be deemed to refer to such instrument or agreement as amended, modified, supplemented and assigned by this Assignment, Assumption and Amendment Agreement.

ARTICLE II
REPRESENTATIONS AND COVENANTS OF ASSIGNOR AND ASSIGNEE

Section 2.1 Representation and Covenants of Assignor.

(a) The Assignor is a limited liability company, organized in and existing under the laws of the State of Delaware and authorized to transact business in the State of New York, is in good standing under the laws of the State of Delaware and the State of New York, and has full legal right, power and authority to execute, deliver and perform each of the Assignor Documents and the other documents contemplated thereby. Each of the Assignor Documents and the other documents contemplated thereby has been duly authorized, executed and delivered by the Assignor.

(b) Each of the Assignor Documents and the other documents contemplated thereby constitutes a legal, valid and binding obligation of the Assignor enforceable against the Assignor in accordance with its terms.

Section 2.2 Representation and Covenants of Assignee.

(a) The Assignee is a limited liability company, organized in and existing under the laws of the State of Delaware and is authorized to transact business in the State of New York, is in good standing under the laws of the State of New York and the State of Delaware, and has full legal right, power and authority to execute, deliver and perform each of the Assignee Documents and the other documents contemplated thereby. Each of the Assignee Documents and the other documents contemplated thereby has been duly authorized, executed and delivered by the Assignee.

(b) Neither the execution and delivery of any of the Assignee Documents and the other documents contemplated thereby or the consummation of the transactions contemplated thereby nor the fulfillment of or compliance with the provisions of any of the Assignee Documents and the other documents contemplated thereby will conflict with or result in a breach of or constitute a default under (i) any of the terms, conditions or provisions of any law or ordinance of the State or any political subdivision thereof, the Assignee's Articles of Organization or Operating Agreement, as amended, or (ii) any restriction or any agreement or instrument to which the Assignee is a party or by which it is bound, or result in the creation or imposition of any Lien of any nature upon any of the Property of the Assignee

under the terms of any such law, ordinance, Articles of Organization or Operating Agreement, as amended, modified, or restated, except for Permitted Encumbrances.

(c) Each of the Assignee Documents and the other documents contemplated thereby constitutes a legal, valid and binding obligation of the Assignee enforceable against the Assignee in accordance with its terms.

(d) The Facility is and will continue to be a "project" as such quoted term is defined in the Act. The Assignee will not take any action, or fail to take any action, which action or failure to act would cause the Facility not to constitute a "project" as such quoted term is defined in the Act.

(e) The Assignee hereby represents to the Agency that the transaction contemplated in this Assignment, Assumption and Amendment Agreement does not result in the removal of an industrial or manufacturing plant from one area of the State to another area of the State or in the abandonment of one or more plants of the Facility occupant(s) located in the State, unless the Agency's involvement with the Facility (i) is reasonably necessary to discourage the Facility occupant(s) from removing such other plant or facility to a location outside the State, or (ii) is reasonably necessary to preserve the competitive position of the Facility occupant(s) in their respective industry.

ARTICLE III
ASSIGNMENT, ASSUMPTION AND AMENDMENT

Section 3.1 Effective Date, Assignment, Assumption and Amendment, Agency Certification, Consents.

(a) As used herein, the "Effective Date" shall mean August 13, 2025.

(b) Upon the Effective Date, the Assignor hereby grants, transfers, assigns, delivers and conveys to the Assignee all of its rights, title, interest, obligations, liabilities and duties (including its reversionary rights under the Original Lease Agreement) under the Assignor Documents (provided that with respect to any obligations, liabilities and duties, such assignment shall relate only to obligations, liabilities and duties first arising on or after the Effective Date with respect to events first occurring on after the Effective Date).

(c) On and after the Effective Date the Assignee hereby assumes all of the Assignor's rights, title, interest, obligations, liabilities and duties relating to the Facility to the extent first arising on and after the Effective Date with respect to events first occurring on and after the Effective Date, including, but not limited to, all of its rights, title, interest, obligations, liabilities and duties (provided that with respect to any obligations, liabilities and duties, such assumption shall relate only to obligations, liabilities and duties arising on or after the Effective Date with respect to events first occurring on and after the Effective Date) under Assignor Documents (including its reversionary rights under the Original Lease Agreement).

(d) The Agency, the Assignor and the Assignee acknowledge that a Memorandum of the Assignment of Company Lease, and a Memorandum of the Assignment of Lease

Agreement will each be executed by the Agency, the Assignor and the Assignee and delivered to the Suffolk County Clerk's office to effectuate the assignment and assumption of the Original Company Lease and the Original Lease Agreement.

Section 3.2 Consent by Agency. In accordance with Section 9.3 of the Lease Agreement, the Agency hereby consents to the assignment by the Assignor to the Assignee pursuant to Section 3.1(b) above and the assumption by the Assignee pursuant to Section 3.1(c) above, and otherwise subject to the terms, conditions and limitations described herein. Furthermore, the Agency hereby consents to the sale and transfer of the Land and Improvements by and from the Assignor to the Assignee.

ARTICLE IV
RELEASE

Section 4.1 Release of the Assignor by the Agency.

(a) On and after the Effective Date, but only upon receipt of an opinion of counsel to the Assignee that this Assignment, Assumption and Amendment Agreement is duly authorized, executed and delivered by the Assignee, the receipt of which is hereby confirmed, the Agency hereby releases the Assignor from all of its obligations, liabilities and duties relating to the Facility, including, but not limited to, all of its rights, title, interest, obligation, liabilities and duties under the Assignor Documents.

(b) Notwithstanding anything herein to the contrary, Assignor is hereby not released from its obligations, liabilities or duties under the Original Company Lease or the Original Lease Agreement arising prior to the Effective Date (the "**Prior Obligations**"), including, without limiting the generality of the foregoing, the obligations of the Assignor to indemnify and defend the Agency and to hold harmless the Agency under the Assignor Documents irrespective of whether a particular cause of action in connection with such Prior Obligations was commenced or commences before or after the Effective Date.

ARTICLE V
INDEMNIFICATION

Section 5.1 Assignee's Indemnification of Agency. The Assignee shall and does indemnify the Agency against, and agrees to defend and hold the Agency harmless from, all liabilities, obligations, actions, suits, proceedings or claims and all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with the Original Company Lease and the Original Lease Agreement, first arising on and after the Effective Date with respect to events first occurring on and after the Effective Date except Prior Obligations. In addition, the Assignee shall and does indemnify the Agency, and agrees to defend and hold the Agency harmless from any of the Assignee's obligations to indemnify and hold harmless the Agency under Section 8.2 of the Original Lease Agreement, first arising on and after the Effective Date with respect to events first occurring on and after the Effective Date except Prior Obligations.

Section 5.2 Assignor's Indemnification of Agency. The Assignor shall and does indemnify the Agency against, and, agrees to defend and hold the Agency harmless from, all

liabilities, obligations, actions, suits, proceedings or claims and all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with the Assignor Documents, arising prior to the Effective Date, in addition to any other Prior Obligations.

ARTICLE VI
AMENDMENT AND MODIFICATION OF COMPANY LEASE AND LEASE AGREEMENT

Section 6.1 Amendment and Modification of Company Lease. The Assignee and the Agency agree that the Company Lease is amended and modified as of the Effective Date as follows:

(a) The Company Lease is hereby amended and modified in all respects to reflect that the Assignee is now leasing the Facility to the Agency as defined herein. Accordingly, all references in the Company Lease to the "Company" are hereby amended and modified to reflect the following definition:

> "Company" means VTR BRTL Mount Sinai, LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware and authorized to transact business in the State of New York, and its successors and assigns.

(b) Any notices required to be delivered to the Company pursuant to the terms of the Company Lease shall be delivered as provided in Section 7.1 hereof.

Section 6.2 Amendment and Modification of Lease Agreement. The Assignee and the Agency agree that the Lease Agreement is amended and modified as of the Effective Date as follows:

(a) The Lease Agreement is hereby amended and modified in all respects to reflect that the Agency is now leasing the Facility to the Assignee as defined herein. Accordingly, all references in the Lease Agreement to the "Company" are hereby amended and modified to reflect the following definition:

> "Company" means VTR BRTL Mount Sinai, LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware and authorized to transact business in the State of New York, and its successors and assigns.

(b) Any notices required to be delivered to the Company pursuant to the terms of the Lease Agreement shall be delivered as provided in Section 7.1 hereof.

ARTICLE VII
MISCELLANEOUS

Section 7.1 Notices. All notices, certificates and other communications hereunder or under any other Assignee Document shall be either delivered personally or sent by certified mail, return receipt requested, or delivered by any national overnight express delivery service (in each case, postage or delivery charges paid by the party giving such communication), addressed as follows or to such other address as any party may specify in writing to the others:

To the Agency:

Town of Brookhaven Industrial Development Agency
1 Independence Hill, 2nd Floor
Farmingville, New York 11738
Attention: Chief Executive Officer

To the Assignee:

VTR BRTL Mount Sinai, LLC
500 North Hurstbourne Parkway, Suite 200
Louisville, Kentucky 40222
Attention:

With a copy to:

Farrell Fritz, P.C.
400 RXR Plaza
Uniondale, New York 11556
Attention: Peter L. Curry, Esq.

To the Assignor:

HSRE-EB Mount Sinai, LLC
300 Jericho Turnpike, Suite 100,
Jericho, New York 11753
Attention: Steven Krieger, Jan Burman and Craig Masheb

Notice by mail shall be effective when delivered but if not yet delivered shall be deemed effective at 12:00 p.m. on the Third Business Day after mailing with respect to certified mail and one Business Day after mailing with respect to overnight mail.

Section 7.2 Binding Effect. This Assignment, Assumption and Amendment Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

Section 7.3 Severability. In the event any provision of this Assignment, Assumption and Amendment Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other

provision hereof.

Section 7.4 Amendments, Changes and Modifications. This Assignment, Assumption and Amendment Agreement may not be amended, changed, modified, altered or terminated except in a writing executed by the parties hereto.

Section 7.5 Execution of Counterparts. This Assignment, Assumption and Amendment Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.6 Applicable Law. This Assignment, Assumption and Amendment Agreement shall be governed exclusively by the applicable laws of the State without regard or reference to its conflict of laws principles.

Section 7.7 Section Headings Not Controlling. The headings of the several Sections in this Assignment, Assumption and Amendment Agreement have been prepared for convenience of reference only and shall not control or affect the meaning of or be taken as an interpretation of any provision of this Assignment, Assumption and Amendment Agreement.

Section 7.8 Ratification of Documents. Except as otherwise amended and modified by this Assignment, Assumption and Amendment Agreement, the Original Lease Agreement and the Original Company Lease Agreement described herein are hereby ratified and confirmed and remain in full force and effect.

Section 7.9 Waiver of Jury Trial. EACH OF THE PARTIES HERETO, TO THE FULLEST EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVES, RELINQUISHES AND FOREVER FORGOES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS AGREEMENT.

(Remainder of Page Intentionally Left Blank – Signature Pages Follow)

IN WITNESS WHEREOF, the Agency, the Assignor and the Assignee have caused this Assignment, Assumption and Amendment Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

THE AGENCY:

TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Name: Lisa MG Mulligan
Title: Chief Executive Officer

STATE OF NEW YORK)
: ss
COUNTY OF SUFFOLK)

On the 11th day of August in the year 2025, before me, the undersigned, personally appeared **Lisa MG Mulligan**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.

_____
Notary Public

JOCELYN B. LINSE
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01LI6351400
QUALIFIED IN SUFFOLK COUNTY
MY COMMISSION EXPIRES DECEMBER 5, 2028

ASSIGNOR:

HSRE-EB MOUNT SINAI, LLC a Delaware limited liability company

By: _____
Name: Steven Krieger
Title: Authorized Representative

STATE OF NEW YORK)
) ss.
COUNTY OF NASSAU)

On the 11 day of August in the year 2025, before me, the undersigned, a notary public in and for said state, personally appeared **Steven Krieger,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Jessica F. Colabella
Notary Public

JESSICA F. COLABELLA
Notary Public, State of New York
No. 01CO6137529
Qualified in Nassau County
Commission Expires November 28, 2025

ASSIGNEE:

VTR BRTL MOUNT SINAI, LLC, a Delaware limited liability company

By: _____
Name: Christian N. Cummings
Title: President

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On the 8th day of August in the year 2025, before me, the undersigned, a notary public in and for said state, personally appeared **Christian N. Cummings,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

OFFICIAL SEAL
WILLIAM JAMES SMITH
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 11/18/25

ASSIGNMENT AND ASSUMPTION OF COMPANY LEASE

This ASSIGNMENT AND ASSUMPTION OF COMPANY LEASE (this "**Assignment**") is hereby made and executed on August 13, 2025 (the "**Effective Date**"), between HSRE-EB MOUNT SINAI, LLC, a limited liability company organized and existing under the laws of the State of Delaware and authorized to transact business in the State of New York, having its principal office at 300 Jericho Turnpike, Suite 100, Jericho, New York 11753 (the "**Assignor**" and, before the Effective Date (as defined herein), the "**Original Company**"), and VTR BRTL MOUNT SINAI, LLC, a limited liability company organized and existing under the laws of the State of Delaware and authorized to transact business in the State of New York, having its principal office at c/o Ventas Healthcare Realty, LLC, c/o Ventas, Inc., 300 LaSalle Drive, Suite 1600, Chicago, Illinois 60654 (the "**Assignee**" and, after the Effective Date (as defined herein), the "**Company**"), with consent by the TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York, having its office at 1 Independence Hill, 2nd Floor, Farmingville, New York 11738 (the "**Agency**"), in order to evidence of record the parties' agreement to assign the existing Company Lease as hereinafter defined.

The Original Company and the Agency entered into a Company Lease Agreement, dated as of January 1, 2019 (the "**Company Lease**"), and a memorandum of such Company Lease was recorded in the Suffolk County Clerk's office on February 1, 2019 in Liber of Deeds 12999, at page 174.

Pursuant to this Assignment, the Assignor hereby grants, transfers, delivers and assigns all of its rights, title, interest and obligations under the Company Lease to the Assignee, and the Assignee hereby assumes all of the rights, title, interest and obligations of the Assignor under the Company Lease on and after the Effective Date of this Assignment. Notwithstanding anything herein to the contrary, Assignor remains responsible for all liabilities and obligations of Assignor relating to the Company Lease which arise, accrue, are to be performed and/or which relate to the period prior to the Effective Date.

The Company Lease, as assigned, covers the premises described in Exhibit A attached hereto and made a part hereof (the "**Property**").

The Company Lease, as assigned, provides for the leasing of the premises by the Agency for a term commencing on January 9, 2019, and terminating on November 30, 2032 (the "**Lease Term**").

The Company Lease is available for inspection during normal business hours at the offices of the Agency indicated above.

This Assignment may not be modified except in a writing signed by both parties. This Assignment shall inure to the benefit of, and be binding upon, each of the parties hereto and their respective successors and assigns. This Assignment shall be governed by, and construed in accordance with, the laws of the State in which the Property (as defined herein) is located. This Assignment may be executed in any number of counterparts, each counterpart for all purposes being deemed an original, and all such counterparts shall together constitute only one and the same instrument.

Property Address: 400 Sutton Court, Mount Sinai, New York 11716

Tax Mailing Address: c/o Ventas Healthcare Realty, LLC, c/o Ventas, Inc., 300 LaSalle Drive, Suite 1600, Chicago, Illinois 60654

Tax Map Number: 0200-118.00-03.00-004.002
(f/k/a part of Lot 004.001))

Record and return to:
Nixon Peabody LLP
211 High Point Drive, Suite 110
Victor, New York 14564
Attention: Barry Carrigan, Esq.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment and Assumption of Company Lease to be executed in their respective names, all as of the date first written above.

ASSIGNOR:

HSRE-EB MOUNT SINAI, LLC, a Delaware limited liability company

By: _____
Name: Steven Krieger
Title: Authorized Representative

STATE OF NEW YORK)
) ss.
COUNTY OF NASSAU)

On the 11 day of August in the year 2025, before me, the undersigned, a notary public in and for said state, personally appeared **Steven Krieger,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Jessica F. Colabella
Notary Public

JESSICA F. COLABELLA
Notary Public, State of New York
No. 01CO6137529
Qualified in Nassau County
Commission Expires November 28, 2025

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION OF COMPANY LEASE]

ASSIGNEE:

VTR BRTL MOUNT SINAI, LLC, a Delaware limited liability company

By: _____
Name: Christian N. Cummings
Title: President

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On the 8th day of August in the year 2025, before me, the undersigned, a notary public in and for said state, personally appeared **Christian N. Cummings,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

OFFICIAL SEAL
WILLIAM JAMES SMITH
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 11/18/25

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION OF COMPANY LEASE]

CONSENTED TO BY:

TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation duly organized and validly existing under the laws of the State of New York

By: _____
Name: Lisa MG Mulligan
Title: Chief Executive Officer

STATE OF NEW YORK)
: SS.:
COUNTY OF SUFFOLK)

On the 11th day of August in the year 2025, before me, the undersigned, personally appeared **Lisa MG Mulligan**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her capacity, and that by her signature on the within instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.

_____
Notary Public

JOCELYN B. LINSE
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01LI6351400
QUALIFIED IN SUFFOLK COUNTY
MY COMMISSION EXPIRES DECEMBER 5, 2028

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION OF COMPANY LEASE]

Exhibit A

Legal Description

TO BE KNOWN AS TAX LOT 004.002 (formerly part of Tax Lot 004.001):

All that certain plot, piece or parcel of land situate, lying and being at Mount Sinai, Town of Brookhaven, County of Suffolk and State of New York, bounded and described as follows:

BEGINNING at the northeast most corner of Lot 1 as shown on the proposed Land Division Map of Engel Burman At Mount Sinai, prepared by H2M architects + engineers, job number ENBU-1701, last dated February 12, 2018.

Said point or place of beginning being the following three (3) courses from the southerly end of a line connecting the southerly side of Nesconset - Port Jefferson Road, N.Y.S. Route 25A with the Westerly side of Wylde Road:

1. North 65 degrees 29 minutes 09 seconds west, 28.84 feet;
2. Westerly along the arc of a compound curve bearing to the left having a radius of 3,732.38 feet with an arc length of 670.02 feet. With a chord bearing of South 81 degrees, 15 minutes, 38 seconds west, 669.12 feet;
3. Along the arc of a curve bearing to the left having a radius of 3,249.57 feet and an arc length of 88.96 feet. With a chord bearing of South 75 degrees, 20 minutes, 01 second west, 88.96 feet to the point or place of beginning;

Thence southerly the following seven (7) Courses:

1. South 15 degrees, 27 minutes, 04 seconds east, 161.57 feet;
2. South 74 degrees, 32 minutes, 56 seconds west, 167.68 feet;
3. South 18 degrees, 48 minutes, 00 seconds east, 37.91 feet;
4. Along the arc of a curve bearing to the left having a radius of 187.00 feet, with an arc length of 77.24 feet. With a chord bearing of South 30 degrees, 38 minutes, 00 seconds east, 76.69 feet;
5. South 42 degrees, 27 minutes, 59 seconds east, 69.86 feet;
6. Along the arc of a curve bearing to the right having a radius of 1,526.00 feet with an arc length of 329.12 feet. With a chord bearing south 36 degrees, 17 minutes, 16 seconds east, 328.48 feet;
7. South 60 degrees, 14 minutes, 03 seconds west, 341.02 feet to Map of The Ranches at Mount Sinai Condominium 2;

Thence north along Map of The Ranches at Mount Sinai Condominium 2:

1. North 37 degrees, 29 minutes, 59 seconds west, 400.04 feet;
2. North 42 degrees, 29 minutes, 40 seconds west, 331.16 to the southerly side of Nesconset - Port Jefferson Road, N.Y.S. Route 25A;

Thence easterly along the southern side of Nesconset - Port Jefferson Road, N.Y.S. Route 25A;

Along the arc of a curve bearing to the right having a radius of 3,249.57 feet, an arc length of 631.96 feet. With a chord bearing North 68 degrees, 58 minutes, 41 seconds east, 630.96 feet to the point or place of BEGINNING.

Note: Address, District, Section, Block & Lot shown for informational purposes only.
Designated as District 0200 Section 118.00 Block 03.00 Lot 004.001 (To be known as Tax Lot 004.002 after subdivision) and also known as State Route 25A, Mount Sinai, NY.

[EXHIBIT A TO ASSIGNMENT AND ASSUMPTION OF COMPANY LEASE]

TP-584 (9/19)

Department of Taxation and Finance

Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

Recording office time stamp

See Form TP-584-I, Instructions for Form TP-584, *before completing this form. Print or type.*

Schedule A – Information relating to conveyance Memo of Assignment Company Lease

Grantor/Transferor	Name *(if individual, last, first, middle initial)* (☐ *mark an X if more than one grantor)*			Social Security number (SSN)
☐ Individual	HSRE-EB Mount Sinai, LLC			
☐ Corporation	Mailing address			SSN
☐ Partnership	300 Jericho Turnpike, Suite 100			
☐ Estate/Trust	City	State	ZIP code	Employer Identification Number (EIN)
☐ Single member LLC	Jericho	NY	11753	47-4495443
☐ Multi-member LLC	Single member's name if grantor is a single member LLC *(see instructions)*			Single member EIN or SSN
☐ Other				

Grantee/Transferee	Name *(if individual, last, first, middle initial)* (☐ *mark an X if more than one grantee)*			SSN
☐ Individual	VTR BRTL Mount Sinai, LLC			
☐ Corporation	Mailing address			SSN
☐ Partnership	c/o Ventas Healthcare Realty, LLC, c/o Ventas, Inc., 300 LaSalle Dr, Ste 1600			
☐ Estate/Trust	City	State	ZIP code	EIN
☒ Single member LLC	Chicago	IL	60654	39-3078716
☐ Multi-member LLC	Single member's name if grantee is a single member LLC *(see instructions)*			Single member EIN or SSN
☐ Other	BRTL Propco Holdco, LLC			

Location and description of property conveyed

Tax map designation – Section, block & lot *(include dots and dashes)*	SWIS code (six digits)	Street address	City, town, or village	County
0200-118.00-03.00-004.002		400 Sutton Court	Mount Sinai	Suffolk

Type of property conveyed *(mark an X in applicable box)*

1 ☐ One- to three-family house
2 ☐ Residential cooperative
3 ☐ Residential condominium
4 ☐ Vacant land
5 ☐ Commercial/industrial
6 ☐ Apartment building
7 ☐ Office building
8 ☐ Four-family dwelling
9 ☒ Other Assisted Living

Date of conveyance: 08 (month) 13 (day) 2025 (year)

Percentage of real property conveyed which is residential real property _____ % *(see instructions)*

Condition of conveyance *(mark an X in all that apply)*

a. ☐ Conveyance of fee interest
b. ☐ Acquisition of a controlling interest (state percentage acquired _____ %)
c. ☐ Transfer of a controlling interest (state percentage transferred _____ %)
d. ☐ Conveyance to cooperative housing corporation
e. ☐ Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest *(attach Form TP-584.1, Schedule E)*
f. ☐ Conveyance which consists of a mere change of identity or form of ownership or organization *(attach Form TP-584.1, Schedule F)*
g. ☐ Conveyance for which credit for tax previously paid will be claimed *(attach Form TP-584.1, Schedule G)*
h. ☐ Conveyance of cooperative apartment(s)
i. ☐ Syndication
j. ☐ Conveyance of air rights or development rights
k. ☐ Contract assignment
l. ☐ Option assignment or surrender
m. ☐ Leasehold assignment or surrender
n. ☒ Leasehold grant
o. ☐ Conveyance of an easement
p. ☒ Conveyance for which exemption from transfer tax claimed *(complete Schedule B, Part 3)*
q. ☐ Conveyance of property partly within and partly outside the state
r. ☐ Conveyance pursuant to divorce or separation
s. ☐ Other *(describe)* _____

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B, Part 1 $		
	Schedule B, Part 2 $		

Schedule B – Real estate transfer tax return (Tax Law Article 31)

Part 1 – Computation of tax due

1	Enter amount of consideration for the conveyance *(if you are claiming a total exemption from tax, mark an **X** in the Exemption claimed box, enter consideration and proceed to Part 3)* ☒ **Exemption claimed**	1.	
2	Continuing lien deduction *(see instructions if property is taken subject to mortgage or lien)*	2.	
3	Taxable consideration *(subtract line 2 from line 1)*	3.	
4	Tax: $2 for each $500, or fractional part thereof, of consideration on line 3	4.	
5	Amount of credit claimed for tax previously paid *(see instructions and attach Form TP-584.1, Schedule G)*	5.	
6	Total tax due* *(subtract line 5 from line 4)*	6.	

Part 2 – Computation of additional tax due on the conveyance of residential real property for $1 million or more

1	Enter amount of consideration for conveyance *(from Part 1, line 1)*	1.	
2	Taxable consideration *(multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)*	2.	
3	Total additional transfer tax due* *(multiply line 2 by 1% (.01))*	3.	

Part 3 – Explanation of exemption claimed on Part 1, line 1 *(mark an **X** in all boxes that apply)*

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a ☒

b. Conveyance is to secure a debt or other obligation ..... b ☐

c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance ..... c ☐

d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts ..... d ☐

e. Conveyance is given in connection with a tax sale ..... e ☐

f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F ..... f ☐

g. Conveyance consists of deed of partition ..... g ☐

h. Conveyance is given pursuant to the federal Bankruptcy Act ..... h ☐

i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property ..... i ☐

j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than $200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment ..... j ☐

k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) *(attach documents supporting such claim)* Transaction with an Industrial Development Agency ..... k ☒

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the ***NYS Department of Taxation and Finance***, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.
This is to certify that: *(mark an **X** in the appropriate box)*

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.

2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:

   a ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.

   b ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).

   c ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.

   d ☐ The maximum principal amount secured by the credit line mortgage is $3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

   Note: for purposes of determining whether the maximum principal amount secured is $3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

   e ☐ Other *(attach detailed explanation)*.

3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:

   a ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.

   b ☐ A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.

4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. *(Make check payable to county clerk where deed will be recorded.)*

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Grantor signature	Title	Grantee signature	Title
HSRE-EB Mount Sinai LLC Steven Krieger	Authorized Representative	VTR BRTL Mount Sinai, LLC Christian N. Cummings	Authorized Signatory
Grantor signature	Title	Grantee signature	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked *e*, *f*, or *g* in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the ***NYS Department of Taxation and Finance***, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.
This is to certify that: *(mark an **X** in the appropriate box)*

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.

2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:

   a ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.

   b ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).

   c ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.

   d ☐ The maximum principal amount secured by the credit line mortgage is $3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

   Note: for purposes of determining whether the maximum principal amount secured is $3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

   e ☐ Other *(attach detailed explanation)*.

3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:

   a ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.

   b ☐ A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.

4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. *(Make check payable to county clerk where deed will be recorded.)*

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Grantor signature	Title	Grantee signature	Title
HSRE-EB Mount Sinai, LLC Steven Krieger	Authorized Representative	VTR BRTL Mount Sinai, LLC Christian N. Cummings	Authorized Signatory
Grantor signature	Title	Grantee signature	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked *e*, *f*, or *g* in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the ***NYS Department of Taxation and Finance***, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an *X* in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

Part 1 – New York State residents

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

Part 2 – Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an ***X*** in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax,* on Form TP-584-I, page 1.

Exemption for nonresident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ (Date) to _____ (Date) *(see instructions)*.

☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.

☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

TP-584 (09/19)

EXHIBIT A
[Additional Signature Page]

Combined Real Estate Transfer Tax Return,
Credit Line Mortgage Certificate, and
Certification of Exemption from the
Payment of Estimated Personal Income Tax

Schedule A – Information relating to conveyance – Re: Memo Assignment of Company Lease
Addt'l Name

Grantor/Transferor

Grantee/Transferee
Addt'l Names

(Corporation)

Town of Brookhaven Industrial Development Agency
1 Independence Hill, 3rd Floor
Farmingville, New York 11738

EIN# 52-1299559

Consented to by:

TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY

By: Lisa MG Mulligan, Chief Executive Officer

ASSIGNMENT AND ASSUMPTION OF LEASE AND PROJECT AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF LEASE AND PROJECT AGREEMENT (this "**Assignment**") is hereby made and executed on August 13, 2025 (the "**Effective Date**"), between HSRE-EB MOUNT SINAI, LLC, a limited liability company organized and existing under the laws of the State of Delaware and authorized to transact business in the State of New York, having its principal office at 300 Jericho Turnpike, Suite 100, Jericho, New York 11753 (the "**Assignor**" and, before the Effective Date (as defined herein), the "**Original Company**"), and VTR BRTL MOUNT SINAI, LLC, a limited liability company organized and existing under the laws of the State of Delaware and authorized to transact business in the State of New York, having its principal office at c/o Ventas Healthcare Realty, LLC, c/o Ventas, Inc., 300 LaSalle Drive, Suite 1600, Chicago, Illinois 60654 (the "**Assignee**" and, after the Effective Date (as defined herein), the "**Company**"), with consent by the TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York, having its office at 1 Independence Hill, 2nd Floor, Farmingville, New York 11738 (the "**Agency**"), in order to evidence of record the parties' agreement to assign the existing Lease Agreement as hereinafter defined.

The Agency and the Original Company entered into a Lease and Project Agreement, dated as of January 1, 2019 (the "**Lease Agreement**"), and a memorandum of such Lease Agreement was recorded in the Suffolk County Clerk's office on February 1, 2019 in Liber of Deeds 12999, at page 175.

Pursuant to this Assignment, the Assignor hereby grants, transfers, delivers and assigns all of its rights, title, interest and obligations under the Lease Agreement to the Assignee (including, without limitation, all rights of Assignor to acquire the Facility (as defined in the Lease Agreement) under the Lease), and the Assignee hereby assumes all of the rights, title, interest and obligations of the Assignor under the Lease Agreement on and after the Effective Date of this Assignment. Notwithstanding anything herein to the contrary, Assignor remains responsible for all liabilities and obligations of Assignor relating to the Lease Agreement which arise, accrue, are to be performed and/or which relate to the period prior to the Effective Date.

The Lease Agreement, as assigned, covers the premises described in Exhibit A attached hereto and made a part hereof (the "**Property**").

The Lease Agreement, as assigned, provides for the rental of the premises by the Company for a term commencing on January 9, 2019, and terminating on November 30, 2032 (the "**Lease Term**").

The Lease Agreement is available for inspection during normal business hours at the offices of the Agency indicated above.

This Assignment may not be modified except in a writing signed by both parties. This Assignment shall inure to the benefit of, and be binding upon, each of the parties hereto and their respective successors and assigns. This Assignment shall be governed by, and construed in accordance with, the laws of the State in which the Property (as defined herein) is located. This Assignment may be executed in any number of counterparts, each counterpart for all purposes being deemed an original, and all such counterparts shall together constitute only one and the same instrument.

Property Address:	400 Sutton Court, Mount Sinai, New York 11716
Tax Mailing Address:	c/o Ventas Healthcare Realty, LLC, c/o Ventas, Inc., 300 LaSalle Drive, Suite 1600, Chicago, Illinois 60654
Tax Map Number:	0200-118.00-03.00-004.002 (f/k/a part of Lot 004.001))

Record and return to:
Nixon Peabody LLP
211 High Point Drive, Suite 110
Victor, New York 14564
Attention: Barry Carrigan, Esq.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment and Assumption of Lease Agreement to be executed in their respective names, all as of the date first written above.

ASSIGNOR:

HSRE-EB MOUNT SINAI, LLC, a Delaware limited liability company

By: _____
Name: Steven Krieger
Title: Authorized Signatory

STATE OF NEW YORK)
) ss.
COUNTY OF NASSAU)

On the 11 day of August in the year 2025, before me, the undersigned, a notary public in and for said state, personally appeared **Steven Krieger,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Jessica F. Colabella
Notary Public

JESSICA F. COLABELLA
Notary Public, State of New York
No. 01CO6137529
Qualified in Nassau County
Commission Expires November 28, 2025

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION OF LEASE AND PROJECT AGREEMENT]

ASSIGNEE:

VTR BRTL MOUNT SINAI, LLC, a Delaware limited liability company

By: _____
Name: Christian N. Cummings
Title: President

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On the 8th day of August in the year 2025, before me, the undersigned, a notary public in and for said state, personally appeared **Christian N. Cummings,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

OFFICIAL SEAL
WILLIAM JAMES SMITH
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 11/18/25

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION OF LEASE AND PROJECT AGREEMENT]

CONSENTED TO BY:

TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation duly organized and validly existing under the laws of the State of New York

By: _____
Name: Lisa MG Mulligan
Title: Chief Executive Officer

STATE OF NEW YORK)
: SS.:
COUNTY OF SUFFOLK)

On the 11th day of August in the year 2025, before me, the undersigned, personally appeared **Lisa MG Mulligan**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her capacity, and that by her signature on the within instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.

_____
Notary Public

JOCELYN B. LINSE
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01LI6351400
QUALIFIED IN SUFFOLK COUNTY
MY COMMISSION EXPIRES DECEMBER 5, 2028

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION OF LEASE AND PROJECT AGREEMENT]

Exhibit A

Legal Description

TO BE KNOWN AS TAX LOT 004.002 (formerly part of Tax Lot 004.001):

All that certain plot, piece or parcel of land situate, lying and being at Mount Sinai, Town of Brookhaven, County of Suffolk and State of New York, bounded and described as follows:

BEGINNING at the northeast most corner of Lot 1 as shown on the proposed Land Division Map of Engel Burman At Mount Sinai, prepared by H2M architects + engineers, job number ENBU-1701, last dated February 12, 2018.

Said point or place of beginning being the following three (3) courses from the southerly end of a line connecting the southerly side of Nesconset - Port Jefferson Road, N.Y.S. Route 25A with the Westerly side of Wylde Road:

1. North 65 degrees 29 minutes 09 seconds west, 28.84 feet;
2. Westerly along the arc of a compound curve bearing to the left having a radius of 3,732.38 feet with an arc length of 670.02 feet. With a chord bearing of South 81 degrees, 15 minutes, 38 seconds west, 669.12 feet;
3. Along the arc of a curve bearing to the left having a radius of 3,249.57 feet and an arc length of 88.96 feet. With a chord bearing of South 75 degrees, 20 minutes, 01 second west, 88.96 feet to the point or place of beginning;

Thence southerly the following seven (7) Courses:

8. South 15 degrees, 27 minutes, 04 seconds east, 161.57 feet;
9. South 74 degrees, 32 minutes, 56 seconds west, 167.68 feet;
10. South 18 degrees, 48 minutes, 00 seconds east, 37.91 feet;
11. Along the arc of a curve bearing to the left having a radius of 187.00 feet, with an arc length of 77.24 feet. With a chord bearing of South 30 degrees, 38 minutes, 00 seconds east, 76.69 feet;
12. South 42 degrees, 27 minutes, 59 seconds east, 69.86 feet;
13. Along the arc of a curve bearing to the right having a radius of 1,526.00 feet with an arc length of 329.12 feet. With a chord bearing south 36 degrees, 17 minutes, 16 seconds east, 328.48 feet;
14. South 60 degrees, 14 minutes, 03 seconds west, 341.02 feet to Map of The Ranches at Mount Sinai Condominium 2;

Thence north along Map of The Ranches at Mount Sinai Condominium 2:

3. North 37 degrees, 29 minutes, 59 seconds west, 400.04 feet;
4. North 42 degrees, 29 minutes, 40 seconds west, 331.16 to the southerly side of Nesconset - Port Jefferson Road, N.Y.S. Route 25A;

Thence easterly along the southern side of Nesconset - Port Jefferson Road, N.Y.S. Route 25A;

Along the arc of a curve bearing to the right having a radius of 3,249.57 feet, an arc length of 631.96 feet. With a chord bearing North 68 degrees, 58 minutes, 41 seconds east, 630.96 feet to the point or place of BEGINNING.

Note: Address, District, Section, Block & Lot shown for informational purposes only.
Designated as District 0200 Section 118.00 Block 03.00 Lot 004.001 (To be known as Tax Lot 004.002 after subdivision) and also known as State Route 25A, Mount Sinai, NY.

[EXHIBIT A TO ASSIGNMENT AND ASSUMPTION OF LEASE AND PROJECT AGREEMENT]

NEW YORK STATE

Department of Taxation and Finance

TP-584 (9/19)

Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

Recording office time stamp

See Form TP-584-I, Instructions for Form TP-584, *before completing this form. Print or type.*

Schedule A – Information relating to conveyance Memo of Assignment Lease

Grantor/Transferor	Name *(if individual, last, first, middle initial)* (☐ *mark an X if more than one grantor)*			Social Security number (SSN)
☐ Individual ☐ Corporation ☐ Partnership ☐ Estate/Trust ☐ Single member LLC ☐ Multi-member LLC ☐ Other	HSRE-EB Mount Sinai, LLC			
	Mailing address			SSN
	300 Jericho Turnpike, Suite 100			
	City	State	ZIP code	Employer Identification Number (EIN)
	Jericho	NY	11753	47-4495443
	Single member's name if grantor is a single member LLC *(see instructions)*			Single member EIN or SSN

Grantee/Transferee	Name *(if individual, last, first, middle initial)* (☐ *mark an X if more than one grantee)*			SSN
☐ Individual ☐ Corporation ☐ Partnership ☐ Estate/Trust ☒ Single member LLC ☐ Multi-member LLC ☐ Other	VTR BRTL Mount Sinai, LLC			
	Mailing address			SSN
	c/o Ventas Healthcare Realty, LLC, c/o Ventas, Inc., 300 LaSalle Dr, Ste 1600			
	City	State	ZIP code	EIN
	Chicago	IL	60654	39-3078716
	Single member's name if grantee is a single member LLC *(see instructions)*			Single member EIN or SSN
	BRTL Propco Holdco, LLC			

Location and description of property conveyed

Tax map designation – Section, block & lot *(include dots and dashes)*	SWIS code (six digits)	Street address	City, town, or village	County
0200-118.00-03.00-004.002		400 Sutton Court	Mount Sinai	Suffolk

Type of property conveyed *(mark an X in applicable box)*

1 ☐ One- to three-family house
2 ☐ Residential cooperative
3 ☐ Residential condominium
4 ☐ Vacant land
5 ☐ Commercial/industrial
6 ☐ Apartment building
7 ☐ Office building
8 ☐ Four-family dwelling
9 ☒ Other Assisted Living

Date of conveyance: 08 (month) 13 (day) 2025 (year)

Percentage of real property conveyed which is residential real property _____ % *(see instructions)*

Condition of conveyance *(mark an X in all that apply)*

a. ☐ Conveyance of fee interest
b. ☐ Acquisition of a controlling interest (state percentage acquired _____ %)
c. ☐ Transfer of a controlling interest (state percentage transferred _____ %)
d. ☐ Conveyance to cooperative housing corporation
e. ☐ Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest *(attach Form TP-584.1, Schedule E)*
f. ☐ Conveyance which consists of a mere change of identity or form of ownership or organization *(attach Form TP-584.1, Schedule F)*
g. ☐ Conveyance for which credit for tax previously paid will be claimed *(attach Form TP-584.1, Schedule G)*
h. ☐ Conveyance of cooperative apartment(s)
i. ☐ Syndication
j. ☐ Conveyance of air rights or development rights
k. ☐ Contract assignment
l. ☐ Option assignment or surrender
m. ☒ Leasehold assignment or surrender
n. ☐ Leasehold grant
o. ☐ Conveyance of an easement
p. ☒ Conveyance for which exemption from transfer tax claimed *(complete Schedule B, Part 3)*
q. ☐ Conveyance of property partly within and partly outside the state
r. ☐ Conveyance pursuant to divorce or separation
s. ☒ Other *(describe)* Assignment of Lease Agreement

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B, Part 1 $ Schedule B, Part 2 $		

Schedule B – Real estate transfer tax return (Tax Law Article 31)

Part 1 – Computation of tax due

1	Enter amount of consideration for the conveyance *(if you are claiming a total exemption from tax, mark an **X** in the Exemption claimed box, enter consideration and proceed to Part 3)* ☒ **Exemption claimed**	1.	
2	Continuing lien deduction *(see instructions if property is taken subject to mortgage or lien)*	2.	
3	Taxable consideration *(subtract line 2 from line 1)*	3.	
4	Tax: $2 for each $500, or fractional part thereof, of consideration on line 3	4.	
5	Amount of credit claimed for tax previously paid *(see instructions and attach Form TP-584.1, Schedule G)*	5.	
6	Total tax due* *(subtract line 5 from line 4)*	6.	

Part 2 – Computation of additional tax due on the conveyance of residential real property for $1 million or more

1	Enter amount of consideration for conveyance *(from Part 1, line 1)*	1.	
2	Taxable consideration *(multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)*	2.	
3	Total additional transfer tax due* *(multiply line 2 by 1% (.01))*	3.	

Part 3 – Explanation of exemption claimed on Part 1, line 1 *(mark an **X** in all boxes that apply)*

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a ☒

b. Conveyance is to secure a debt or other obligation ..... b ☐

c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance ..... c ☐

d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts ..... d ☐

e. Conveyance is given in connection with a tax sale ..... e ☐

f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F ..... f ☐

g. Conveyance consists of deed of partition ..... g ☐

h. Conveyance is given pursuant to the federal Bankruptcy Act ..... h ☐

i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property ..... i ☐

j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than $200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment ..... j ☐

k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) *(attach documents supporting such claim)* Transaction with an Industrial Development Agency ..... k ☒

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the ***NYS Department of Taxation and Finance***, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.
This is to certify that: *(mark an **X** in the appropriate box)*

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.

2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:

   a ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.

   b ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).

   c ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.

   d ☐ The maximum principal amount secured by the credit line mortgage is $3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

   Note: for purposes of determining whether the maximum principal amount secured is $3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

   e ☐ Other *(attach detailed explanation)*.

3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:

   a ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.

   b ☐ A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.

4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. *(Make check payable to county clerk where deed will be recorded.)*

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Grantor signature	Title	Grantee signature	Title
HSRE-EB Mount Sinai, LLC Steven Krieger	Authorized Representative	VTR BRTL Mount Sinai, LLC Christian N. Cummings	Authorized Signatory
Grantor signature	Title	Grantee signature	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked *e*, *f*, or *g* in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the ***NYS Department of Taxation and Finance***, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.
This is to certify that: *(mark an **X** in the appropriate box)*

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.

2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:

   a ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.

   b ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).

   c ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.

   d ☐ The maximum principal amount secured by the credit line mortgage is $3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

   Note: for purposes of determining whether the maximum principal amount secured is $3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

   e ☐ Other *(attach detailed explanation)*.

3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:

   a ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.

   b ☐ A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.

4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. *(Make check payable to county clerk where deed will be recorded.)*

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Grantor signature	Title	Grantee signature	Title
	Authorized Representative		Authorized Signatory
HSRE-EB Mount Sinai, LLC Steven Krieger		VTR BRTL Mount Sinai, LLC Christian N. Cummings	
Grantor signature	Title	Grantee signature	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked *e*, *f*, or *g* in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the ***NYS Department of Taxation and Finance***, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an *X* in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

Part 1 – New York State residents

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

Part 2 – Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an ***X*** in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

Exemption for nonresident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ (Date) to _____ (Date) *(see instructions)*.

☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.

☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

TP-584 (09/19)

EXHIBIT A
[Additional Signature Page]

Combined Real Estate Transfer Tax Return,
Credit Line Mortgage Certificate, and
Certification of Exemption from the
Payment of Estimated Personal Income Tax

Schedule A – Information relating to conveyance – Re: Memo Assignment of Lease Agreement
Addt'l Name

Grantor/Transferor

Grantee/Transferee
Addt'l Names

(Corporation)

Town of Brookhaven Industrial Development Agency
1 Independence Hill, 3rd Floor
Farmingville, New York 11738

EIN# 52-1299559

Consented to by:

TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY

By: Lisa MG Mulligan, Chief Executive Officer

Date: July 16, 2025

At a meeting of the Town of Brookhaven Industrial Development Agency (the "**Agency**"), held at 1 Independence Hill, 2nd Floor, Farmingville, New York 11738 on the 16th day of July, 2025, the following members of the Agency were:

Present: Frederick C. Braun III, Chairman
Martin Callahan, Vice Chair
Mitchell H. Pally, Treasurer
Ann-Marie Scheidt, Secretary
Frank C. Trotta, Asst. Treasurer
Felix J. Grucci, Jr., Asst. Secretary (via Zoom)
John Rose, Member

Recused: Mitchell H. Pally, Treasurer

Excused:

Also Present: Lisa M. G. Mulligan, Chief Executive Officer
Lori LaPonte, Chief Financial Officer
Amy Illardo, Director of Marketing and Project Development
Jocelyn Linse, Executive Assistant
Annette Eaderesto, Esq., Counsel to the Agency
Barry Carrigan, Esq., Transaction Counsel
Howard Gross, Esq., Transaction Counsel (via Zoom)
Andrew Komaromi, Transaction Counsel
John Anzalone, Transaction Counsel

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to the authorization of the assignment of interest in a certain industrial development facility more particularly described below (HSRE-EB Mount Sinai, LLC 2019 Facility).

The following resolution was duly moved, seconded, discussed and adopted with the following members voting:

Voting Aye	Voting Nay
Braun	
Callahan	
Scheidt	
Trotta	
Grucci	
Rose	

RESOLUTION OF THE TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY AUTHORIZING THE ASSIGNMENT AND ASSUMPTION OF THE COMPANY LEASE AGREEMENT AND THE LEASE AGREEMENT CURRENTLY BETWEEN THE AGENCY AND HSRE-EB MOUNT SINAI, LLC AND APPROVING THE FORM, SUBSTANCE AND EXECUTION OF RELATED DOCUMENTS

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 358 of the Laws of 1970 of the State of New York, as amended from time to time (collectively, the "**Act**"), the Town of Brookhaven Industrial Development Agency (the "**Agency**") was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, the Agency previously provided assistance to HSRE-EB Mount Sinai, LLC (the "**Original Company**"), in connection with the (A) the acquisition of an approximately 6.5 acre parcel of land located at 400 Sutton Court, Mount Sinai, Town of Brookhaven, New York (also known as Tax Map No. 0200-118.00-03.00-004.002 (f/k/a part of Lot 004.001)) (the "**Land**"), (B) the construction, equipping and furnishing of a two (2) story 120 unit assisted living facility including approximately 137 beds and common areas consisting of dining facilities, recreational areas, common meeting and reading areas, and other amenities catering to the needs of local seniors and the furnishing thereof including, but not limited to furniture, appliances in the units, kitchen equipment, telephone systems, audio-visual equipment, security equipment and exercise equipment, including an approximately 1,200 square foot space to be leased by the Original Company to the to a tenant not yet determined (the "**Tenant**") as a hair salon and (C) the construction of (i) roadways, drive aisles and parking for approximately 90 vehicles and sidewalks, lighting and landscaping, (ii) a new wastewater collection system to be connected to an existing sanitary manhole being part of the Suffolk County Sewer District #2 (Talmadge Woods sewage treatment plant), (iii) storm-water drainage facilities in the forms of dry-well systems, culverts, collection and drain pipes to manage storm-water from new impervious areas on-site, and (iv) utility service connections including electrical, gas, water service, cable and internet service (subsections (B) and (C) are collectively, the "**Equipment**" and "**Improvements**"; and together with the Land, the "**Facility**"), which Facility is leased by the Agency to the Original Company, and used by the Original Company as an assisted living and memory care facility to be known as The Bristal at Mount Sinai (the "**Project**"); and

WHEREAS, the Agency previously acquired a leasehold interest in the Facility pursuant to a certain Company Lease Agreement, dated as of January 1, 2019 (the "**Original Company Lease**"), and a certain Bill of Sale (the "**Original Bill of Sale**"), dated January 9, 2019, each from the Original Company to the Agency; and

WHEREAS, the Agency is currently leasing the Facility to the Original Company pursuant to a certain Lease and Project Agreement, dated as of January 1, 2019 (the "**Original Lease Agreement**"), by and between the Agency and the Original Company; and

WHEREAS, VTR BRTL Mount Sinai, LLC, a Delaware limited liability company, on behalf of itself and/or the principals of VTR BRTL Mount Sinai, LLC and/or an entity formed or to be formed on behalf of the foregoing (collectively, the "**Company**"), has now requested the Agency's consent to the (i) assignment by the Original Company of all of its rights, title, interest, duties, liabilities and obligations under the Original Company Lease and the Original Lease Agreement, and certain other agreements in connection with the Facility to the Company and the assumption by the Company of all such rights, title, interest, duties, liabilities and obligations of the Original Company, and (ii) the release of the Original Company from any further liability with respect to the Facility, subject to certain requirements of the Agency (the "**Assignment and Assumption**"), all pursuant to the terms of an Assignment, Assumption and Amendment Agreement, to be dated as of July 1, 2025, or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the "**Assignment and Assumption Agreement**"), by and among the Agency, the Original Company and the Company; and

WHEREAS, the Original Company Lease will be assigned by the Original Company to the Company pursuant to a certain Assignment and Assumption of Company Lease Agreement, to be dated as of July 1, 2025, or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the "**Assignment of Company Lease**", and together with the Original Company Lease, and the Assignment and Assumption Agreement, the "**Company Lease**"), by and between the Original Company and the Company, and consented to by the Agency; and

WHEREAS, the Original Lease Agreement will be assigned by the Original Company to the Company pursuant to a certain Assignment and Assumption of Lease Agreement, to be dated as of July 1, 2025, or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the "**Assignment of Lease Agreement**", and together with the Original Lease Agreement and the Assignment and Assumption Agreement, the "**Lease Agreement**"), by and between the Original Company and the Company, and consented to by the Agency; and

WHEREAS, the Agency and the Company will enter into such other documents upon advice of counsel, in both form and substance, as may be reasonably required to effectuate the assignment and assumption of the Project (together with the Assignment and Assumption Agreement, the Assignment of Company Lease, and the Assignment of Lease Agreement, the "**Assignment Documents**"); and

WHEREAS, pursuant to Section 9.3 of the Lease Agreement, the Lease Agreement may be assigned by the Original Company, in whole or in part, with the prior written consent of the Agency; and

WHEREAS, subject to the execution and delivery of the Assignment and Assumption Agreement, the Assignment of Lease, and the other required Assignment Documents, the Agency will consent to the assignment by the Original Company to the Company and the assumption by the Company of all of the Original Company's rights, title, interest, duties, liabilities and obligations under the Lease Agreement and the Facility and the Agency will thereafter lease the Facility to the Company; and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company in the form of continued abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit C to the Assignment of Lease) pursuant to terms of the Lease Agreement and as assigned by the Original Company to the Company in accordance with the Assignment and Assumption Agreement, consistent with the policies of the Agency; and

WHEREAS, the Agency has given due consideration to the application of the Company and to representations by the Company that the proposed Facility is either an inducement to the Company to maintain and expand the Facility in the Town of Brookhaven or is necessary to maintain the competitive position of the Company in its industry; and

WHEREAS, the Act authorizes and empowers the Agency to promote, develop, encourage and assist projects such as the Facility and to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, the Original Company and the Company have agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transaction contemplated by the Assignment and Assumption Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Agency (a majority of the members thereof affirmatively concurring) as follows:

Section 1. The Agency hereby finds and determines:

(a) By virtue of the Act, the Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act; and

(b) The Facility constitutes a "project", as such term is defined in the Act; and

(c) The execution and delivery of the Assignment Documents and the leasing of the Facility to the Company will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the Town of Brookhaven, Suffolk County and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(d) The execution and delivery of the Assignment Documents and the continued leasing of the Facility is reasonably necessary to induce the Company to maintain and expand its business operations in the State of New York; and

(e) Based upon representations of the Company and counsel to the Company, the Facility continues to conform with the local zoning laws and planning regulations of the Town of Brookhaven, Suffolk County and all regional and local land use plans for the area in which the Facility is located; and

(f) It is desirable and in the public interest for the Agency to lease the Facility to the Company; and

(g) It is desirable and in the public interest for the Agency to consent to the execution and delivery of the Assignment Documents providing for the assignment by the Original Company of all of its rights, title, interest, duties, liabilities and obligations under the Lease Agreement and the Facility to the Company and the assumption by the Company of all of such rights, title, interest, duties, liabilities and obligations of the Original Company under the Lease Agreement; and

(h) The Assignment and Assumption Agreement, the Assignment of Lease and the Assignment Documents to which the Agency is a party will be effective instruments whereby the Original Company will assign all of its rights, title, interest, duties, liabilities and obligations under the Lease Agreement and the Facility to the Company and the Company will assume all of such rights, title, interest, duties, liabilities and obligations of the Original Company under the Lease Agreement and the Facility with the consent of the Agency

Section 2. Subject to the provisions of this resolution, the Agency has assessed all material information included in connection with the Company's application for financial assistance, and such information has provided the Agency a reasonable basis for its decision to provide the financial assistance described herein to the Company.

Section 3. Subject to the provisions of this resolution, and in consequence of the foregoing, the Agency hereby determines to: (i) consent to the assignment by the Original Company of all of its rights, title, interest, duties, liabilities and obligations pertaining to the Facility under the Lease Agreement to the Company and the assumption by the Company of all of such rights, title, interest, duties, liabilities and obligations of the Original Company pursuant to the Assignment and Assumption Agreement, (ii) execute, deliver and perform the Assignment and Assumption Agreement, (iii) execute, deliver and perform the Assignment of Company Lease, (iv) execute, deliver and perform the Assignment of Lease, and (v) execute and deliver the other Assignment Documents to which the Agency is a party.

Section 4. The Agency is hereby authorized to consent to the assignment by the Original Company of all of its rights, title, interest, duties, liabilities and obligations under the Lease Agreement, and the Facility to the Company and the assumption by the Company of all of such rights, title, interest, duties, liabilities and obligations of the Company pursuant to the Assignment and Assumption Agreement, the Assignment of Company Lease, and the Assignment of Lease Agreement and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such assignment and assumption are hereby approved, ratified and confirmed.

Section 5. The Agency hereby authorizes and approves the following economic benefits to be granted to the Company continued abatement of real property taxes as set forth in the PILOT Schedule annexed to the Lease Agreement as Exhibit C thereto.

Section 6. The Company is hereby notified that it will be required to comply with Section 875 of the Act. The Company shall be required to agree to the terms of Section 875 pursuant to the Lease Agreement. The Company is further notified that the abatements provided pursuant to the Act are subject to termination and recapture of benefits pursuant to Sections 859-a and 875 of the Act and the recapture provisions of the Lease Agreement.

Section 7. The form and substance of the Assignment and Assumption Agreement, the Assignment of Company Lease, the Assignment of Lease Agreement, and any other Assignment Documents to which the Agency is a party (each in substantially the forms presented to or approved by the Agency and which, prior to the execution and delivery thereof, may be redated and renamed) are hereby approved.

Any expenses incurred by the Agency with respect to the Assignment and Assumption shall be paid by the Company. The Company has agreed to pay such expenses and further shall agree to indemnify the Agency, its members, directors, employees and agents and hold the Agency and such persons harmless against claims for losses, damage or injury or any expenses or damages incurred as a result of action taken by or on behalf of the Agency in good faith with respect to the assignment and assumption of the Facility.

Section 8.

(a) The Chairman, the Chief Executive Officer of the Agency or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Assignment and Assumption Agreement, the Assignment of Company Lease, the Assignment of Lease Agreement, and the other Assignment Documents to which the Agency is a party, all in substantially the forms thereof presented to this meeting with such changes, variations, omissions and insertions as the Chairman, the Chief Executive Officer of the Agency or any member of the Agency shall approve, and such other related documents as may be, in the judgment of the Chairman and counsel to the Agency, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "**Agency Documents**"). The execution thereof by the Chairman, the Chief Executive Officer of the Agency or any member of the Agency shall constitute conclusive evidence of such approval.

(b) The Chairman, the Chief Executive Officer of the Agency or any member of the Agency are further hereby authorized, on behalf of the Agency, to designate any additional Authorized Representatives of the Agency (as defined in and pursuant to the Lease Agreement).

Section 9. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Agency Documents, and to execute and deliver all such additional certificates, instruments and documents, pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Agency Documents binding upon the Agency.

Section 10. Subject to the provisions of this resolution, any expenses incurred by the Agency with respect to the Facility shall be paid by the Company. The Company agrees to pay such expenses and further agrees to indemnify the Agency, its members, directors, employees and agents and hold the Agency and such persons harmless against claims for losses, damage or injury or any expenses or damages incurred as a result of action taken by or on behalf of the Agency in good faith with respect to the Facility.

Section 11. The provisions of this resolution shall continue to be effective for one year from the date hereof, whereupon the Agency may, at its option, terminate the effectiveness of this resolution (except with respect to the matters contained in Section 7 hereof).

Section 12. This resolution shall take effect immediately.

STATE OF NEW YORK)
: SS.:
COUNTY OF SUFFOLK)

I, the undersigned Chief Executive Officer of the Town of Brookhaven Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town of Brookhaven Industrial Development Agency (the "**Agency**"), including the resolutions contained therein, held on the 16th day of July, 2025, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

That the Agency Documents contained in this transcript of proceedings are each in substantially the form presented to the Agency and/or approved by said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 16th day of July, 2025.

By: _____
Chief Executive Officer

CLOSING CERTIFICATE OF
HSRE-EB MOUNT SINAI, LLC

As of this 13th day of August, 2025, the Town of Brookhaven Industrial Development Agency (the "**Agency**") has agreed to consent to the assignment by HSRE-EB MOUNT SINAI, LLC, a limited liability company organized and existing under the laws of the State of Delaware and authorized to transact business in the State of New York, having its principal office at 300 Jericho Turnpike, Suite 100, Jericho, New York 11753 (the "**Assignor**" and the "**Original Company**") to, and the assumption by, VTR BRTL MOUNT SINAI, LLC, a limited liability company organized and existing under the laws of the State of Delaware and authorized to transact business in the State of New York, having its principal office at c/o Ventas Healthcare Realty, LLC, c/o Ventas, Inc., 300 LaSalle Drive, Suite 1600, Chicago, Illinois 60654 (the "**Assignee**" and the "**Company**"), of an interest in the Facility (as such term is hereinafter defined), which Facility is currently being leased by the Agency to the Original Company pursuant to the Original Lease Agreement (as such term is hereinafter defined).

The Agency previously provided assistance to the Original Company in connection with the (A) the acquisition of an approximately 6.5 acre parcel of land located at 400 Sutton Court, Mount Sinai, Town of Brookhaven, New York (also known as Tax Map No. 0200-118.00-03.00-004.002 (f/k/a part of Lot 004.001)) (the "**Land**"), (B) the construction, equipping and furnishing of a two (2) story 120 unit assisted living facility including approximately 137 beds and common areas consisting of dining facilities, recreational areas, common meeting and reading areas, and other amenities catering to the needs of local seniors and the furnishing thereof including, but not limited to furniture, appliances in the units, kitchen equipment, telephone systems, audio-visual equipment, security equipment and exercise equipment, including an approximately 1,200 square foot space to be leased by the Original Company to a tenant as a hair salon and (C) the construction of (i) roadways, drive aisles and parking for approximately 90 vehicles and sidewalks, lighting and landscaping, (ii) a new wastewater collection system to be connected to an existing sanitary manhole being part of the Suffolk County Sewer District #2 (Talmadge Woods sewage treatment plant), (iii) storm-water drainage facilities in the forms of dry-well systems, culverts, collection and drain pipes to manage storm-water from new impervious areas on-site, and (iv) utility service connections including electrical, gas, water service, cable and internet service (subsections (B) and (C) are collectively, the "**Equipment**" and "**Improvements**"; and together with the Land, the "**Facility**"), which Facility is leased by the Agency to the Original Company, and used by the Original Company as an assisted living and memory care facility to be known as The Bristal at Mt. Sinai (the "**Project**"); and

WHEREAS, the Agency previously acquired a leasehold interest in the Facility pursuant to a certain Company Lease Agreement, dated as of January 1, 2019 (the "**Original Company Lease**"), and a certain Bill of Sale (the "**Original Bill of Sale**"), dated January 9, 2019, each from the Original Company to the Agency; and

WHEREAS, the Agency is currently leasing the Facility to the Original Company pursuant to a certain Lease and Project Agreement, dated as of January 1, 2019 (the "**Original Lease Agreement**"), by and between the Agency and the Original Company.

The Assignee has requested the Agency's consent to (i) the assignment by the Assignor of all of its rights, title, interest and obligations under the Original Company Lease and the Original Lease Agreement and certain other agreements in connection with the Facility to the Assignee and the assumption by the Assignee of all of such rights, title, interest and obligations of the Assignor, and (ii) the release of the Assignor from any further liability with respect to the Facility subject to certain requirements of the Agency, all pursuant to a certain Assignment, Assumption and Amendment Agreement, dated August 13, 2025 (the "**Assignment, Assumption and Amendment Agreement**"), by and among the Agency, the Assignor, and the Assignee.

The Original Company Lease shall be assigned by the Assignor to the Assignee and assumed by the Assignee pursuant to a certain Assignment and Assumption of Company Lease, dated August 13, 2025 (the "**Assignment of Company Lease**"), by and between the Assignor and the Assignee, as consented to by the Agency.

The Original Lease Agreement shall be assigned by the Assignor to the Assignee and assumed by the Assignee pursuant to a certain Assignment and Assumption of Lease and Project Agreement, dated August 13, 2025 (the "**Assignment of Lease Agreement**"), by and between the Assignor and the Assignee, as consented to by the Agency.

Pursuant to the Assignment, Assumption and Amendment Agreement, the Original Company Lease and the Original Lease Agreement shall be amended to reflect that the Assignee will assume all of the right, title, interest, liability, duty and obligations of the Assignor arising on and after the Effective Date with respect to the Facility under the Original Company Lease (as assigned by the Assignment of Company Lease, and amended by the Assignment, Assumption and Amendment Agreement, the "**Company Lease**") and the Original Lease Agreement (as assigned by the Assignment of Lease Agreement and amended by the Assignment, Assumption and Amendment Agreement, the "**Lease Agreement**").

The Agency has required, as a condition and as an inducement for it to enter into and to consent to the transactions contemplated by the Assignment, Assumption and Amendment Agreement, that the Assignor execute and deliver this Certificate.

The undersigned Assignor does hereby certify as follows:

1. The Assignor hereby restates as of the date hereof and incorporates by reference all representations and warranties for the benefit of the Agency contained in, and represents and warrants that it has full power and authority to execute, deliver and perform each of the following (hereinafter collectively referred to as the "**Assignment and Assumption Documents**"): the Assignment, Assumption and Amendment Agreement, the Assignment of Company Lease and the Assignment of Lease Agreement.

2. The Assignment and Assumption Documents, when executed and delivered on behalf of the Assignor, will be in substantially the same form as were approved and authorized to be executed by the Assignor (with such changes therein as the individual executing the same has approved, with advice of counsel).

3. The execution, delivery and performance of all agreements, certificates and documents required to be executed, delivered and performed by the Assignor in order to carry out, give effect to and consummate the transactions contemplated by the Assignment and Assumption Documents have been duly authorized by all necessary action of the Assignor.

4. The execution, delivery and performance of all agreements, certificates and documents required to be executed, delivered and performed by the Assignor in order to carry out, give effect to and consummate the transactions contemplated by the Assignment and Assumption Documents have been duly authorized by all necessary action of the Assignor as evidenced by the Consent of Sole Member of the Assignor attached hereto as Exhibit C (the "**Consent**").

5. Attached hereto as Exhibits A and B, respectively, are true and correct copies of (i) the Articles of Organization of the Assignor, and a Certificate of Status from the State of Delaware and the State of New York, and (ii) the Operating Agreement of the Assignor, together with all amendments thereto, and the same are in full force and effect as of the date hereof and have not been otherwise amended, repealed or modified.

6. No Event of Default specified in the Original Lease Agreement, and no event which with notice or lapse of time or both, would become such an Event of Default, has occurred or is continuing.

7. There is neither any action, litigation, suit, nor proceeding, before or by any court, public board or body, pending, or, to the best of my knowledge, threatened against or affecting the Assignor, nor, to the best of its knowledge, is there any basis therefor, wherein an unfavorable decision, ruling or finding would adversely materially affect the validity or the enforceability of the Assignment, Assumption and Amendment Agreement or the transactions contemplated therein, or the Authorizing Resolution of the Agency with respect to the assignment of the interest in the Facility adopted by the Agency on July 16, 2025, or which would adversely materially affect the business, prospects or financial condition of the Assignor, except as may be set forth in the opinion of our counsel Farrell Fritz, P.C., Uniondale, New York, dated and delivered on the date of this Certificate.

Moreover, the undersigned DOES HEREBY CERTIFY:

8. I have read the provisions of the Assignment, Assumption and Amendment Agreement.

9. The individual executing this Closing Certificate on behalf of the Assignor is designated to act as an "Authorized Representative" pursuant to and in accordance with the provisions of the Original Lease Agreement.

WITNESS my official signature as of the date first written above.

HSRE-EB MOUNT SINAI, LLC

By:_____
Name: Steven Krieger
Title: Authorized Representative

EXHIBIT A

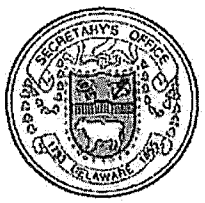
HSRE-EB Mount Sinai, LLC's
Articles of Organization Certified by the Delaware
Department of State, together with Certificates of Status from the State of Delaware and the State
of New York Department of State

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "HSRE-EB MOUNT SINAI, LLC", FILED IN THIS OFFICE ON THE THIRTEENTH DAY OF JULY, A.D. 2017, AT 12:34 O`CLOCK P.M.

Jeffrey W. Bullock, Secretary of State



6476377 8100
SR# 20175217176

Authentication: 202878469
Date: 07-13-17

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:34 PM 07/13/2017
FILED 12:34 PM 07/13/2017
SR 20175217176 - File Number 6476377

CERTIFICATE OF FORMATION

OF

HSRE-EB MOUNT SINAI, LLC

The undersigned, an authorized natural person, for the purpose of forming a limited liability company, under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified, and referred to as the "Delaware Limited Liability Company Act"), hereby certifies that:

FIRST: The name of the limited liability company (hereinafter called the "limited liability company") is:

HSRE-EB MOUNT SINAI, LLC

SECOND: The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are the Corporation Service Company, 251 Little Falls Drive, Wilmington, New Castle County, Delaware 19808.

Executed on July 11, 2017

By: /s/ Craig Masheb
Name: Craig Masheb
Title: Authorized Person

Delaware

The First State

I, CHARUNI PATIBANDA-SANCHEZ, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "HSRE-EB MOUNT SINAI, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FOURTH DAY OF AUGUST, A.D. 2025.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "HSRE-EB MOUNT SINAI, LLC" WAS FORMED ON THE THIRTEENTH DAY OF JULY, A.D. 2017.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

C. P. Sanchez

Charuni Patibanda-Sanchez, Secretary of State

6476377 8300

SR# 20253565511

Authentication: 204381288

Date: 08-04-25

You may verify this certificate online at corp.delaware.gov/authver.shtml

STATE OF NEW YORK

DEPARTMENT OF STATE

Certificate of Status

I, WALTER T. MOSLEY, Secretary of State of the State of New York and custodian of the records required by law to be filed in my office, do hereby certify that upon a diligent examination of the records of the Department of State, as of the date and time of this certificate, the following entity information is reflected:

Entity Name:	HSRE-EB MOUNT SINAI, LLC
DOS ID Number:	5414601
Entity Type:	FOREIGN LIMITED LIABILITY COMPANY
Entity Status:	AUTHORIZED
Date of Initial Filing with DOS:	09/24/2018
Statement Status:	CURRENT
Statement Due Date:	09/30/2026

No information is available from this office regarding the financial condition, business activity or practices of this entity.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on August 04, 2025 at 05:02 P.M.

WALTER T. MOSLEY
Secretary of State

BRENDAN C. HUGHES
Executive Deputy Secretary of State

Authentication Number: 100008519438 To Verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at http://ecorp.dos.ny.gov

EXHIBIT B

HSRE-EB Mount Sinai, LLC's
Operating Agreement

EXECUTION VERSION

LIMITED LIABILITY COMPANY AGREEMENT

OF

HSRE-EB MOUNT SINAI, LLC

a Delaware limited liability company

THE LIMITED LIABILITY COMPANY INTERESTS REPRESENTED BY THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933 OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH INTERESTS MAY NOT BE SOLD, ASSIGNED, PLEDGED, OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER RESTRICTIONS ON TRANSFERABILITY SET FORTH HEREIN.

LIMITED LIABILITY COMPANY AGREEMENT
OF
HSRE-EB MOUNT SINAI, LLC

This LIMITED LIABILITY COMPANY AGREEMENT (as amended, restated or supplemented or otherwise modified from time to time, this "**Agreement**") of HSRE-EB Mount Sinai, LLC, a Delaware limited liability company (the "**Company**"), is entered into as of January 9, 2019 and executed by HSRE-EB XVII, LLC, a Delaware limited liability company ("**HSRE-EB**"), as the sole Member, pursuant to the provisions of the Delaware Limited Liability Company Act (6 Del. C. § 18-101, *et seq.*) (as amended from time to time, the "**Act**"), on the following terms and conditions:

ARTICLE I
THE COMPANY

Section 1.1 Formation. The Company is hereby formed as a limited liability company pursuant to the provisions of the Act and this Agreement.

Section 1.2 Company Name. The name of the Company is "HSRE-EB Mount Sinai, LLC". All business of the Company shall be conducted in such name or such other name as the Member shall determine. The Company shall hold all of its property in the name of the Company and not in the name of the Member.

Section 1.3 Purpose. The Company's business and purpose shall consist of the following, either directly or through one or more subsidiaries: (i) to engage solely in the ownership, financing, refinancing, operation and management of real property held directly or indirectly by the Company pursuant to and in accordance with this Agreement; and (ii) to engage in such other lawful activities permitted to limited liability companies by the applicable laws for such entities of the State of Delaware as are incidental, necessary or appropriate to the foregoing.

Section 1.4 Powers. The Company, and the Member on behalf of the Company, (i) shall have and exercise all powers necessary, convenient or incidental to accomplish its purposes as set forth in Section 1.3, and (ii) shall have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act.

Section 1.5 Principal Place of Business. The principal place of business of the Company shall be The Engel Burman Group, 67 Clinton Road, Garden City, New York 11530, or such other location as may be designated by the Member from time to time.

Section 1.6 Term. The term of the Company shall be perpetual unless and until the Company is dissolved by the Member or as otherwise set forth herein. The existence of the Company as a separate legal entity shall continue until the cancellation of the Certificate in the manner provided in the Act.

Section 1.7 Filings; Agent for Service of Process.

(a) The Certificate has been filed in the office of the Secretary of State of the State of Delaware in accordance with the Act by Craig Masheb, whom the parties hereto hereby confirm

was designated as an "authorized person" within the meaning of the Act. The Member shall take any and all other actions reasonably necessary to perfect and maintain the status of the Company under the laws of the State of Delaware. The Member shall execute and file amendments to the Certificate.

(b) The Member shall execute and file such forms or certificates and may take any and all other actions as may be reasonably necessary to perfect and maintain the status of the Company under the laws of any states or jurisdictions in which the Company engages in business.

(c) The initial registered agent for service of process on the Company in the State of Delaware, and the address of such registered agent, shall be the agent for service of process set forth in the Certificate. The Member may change the registered agent and appoint successor registered agents.

Section 1.8 Title to Company Assets. All property owned by the Company shall be owned by the Company as an entity.

Section 1.9 Members.

(a) The mailing address of the Member is set forth on the Member's signature page hereto. HSRE-EB shall be deemed admitted as a member of the Company upon its execution of this Agreement.

(b) The Member may act by written consent.

Section 1.10 Definitions. Any capitalized terms not defined herein shall have the meaning set forth in the Building Loan Agreement (as defined below):

(a) "Act" means the meaning set forth in the Preamble.

(b) "Affiliate" means, as to any Person, any other Person that, directly or indirectly, is in Control of, is Controlled by or is under common Control with such Person.

(c) "Bankruptcy" means, with respect to any Person, if such Person (i) makes an assignment for the benefit of creditors, (ii) files a voluntary petition in bankruptcy, (iii) is adjudged bankrupt or insolvent, or has entered against it an order for relief, in any bankruptcy or insolvency proceedings, (iv) files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation or similar relief under any statute, law or regulation, (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of this nature, (vi) seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of the Person or of all or any substantial part of its properties, or (vii) if one hundred twenty (120) days after the commencement of any proceeding against the Person seeking reorganization, arrangement, composition, readjustment, liquidation or similar relief under any statute, law or regulation, if the proceeding has not been dismissed, or if within ninety (90) days after the appointment without such Person's consent or acquiescence of a trustee, receiver or liquidator of such Person or of all or any substantial part of its properties, the appointment is not vacated or stayed, or within ninety

(90) days after the expiration of any such stay, the appointment is not vacated. The foregoing definition of "Bankruptcy" is intended to replace and shall supersede and replace the definition of "Bankruptcy" set forth in Sections 18-101(1) and 18-304 of the Act.

(d) "Building Loan Agreement" means that certain Building Loan Agreement, by and between the Company and Lender, dated as of the date hereof.

(e) "Certificate" means the initial Certificate of Formation of HSRE-EB Mount Sinai, LLC filed with the Secretary of State of the State of Delaware on July 13, 2017, as amended or amended and restated from time to time.

(f) "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

(g) "Lender" means the Wells Fargo Bank, National Association, together with its successors and assigns.

(h) "Loan" means that certain loan from Lender to the Company secured, in part, by the Property.

(i) "Master Lessee" means HSRE-EB XVII TRS, LLC, a Delaware limited liability company.

(j) "Member" means HSRE-EB, as the initial sole member of the Company, and includes any Person admitted as an additional member of the Company or a substitute member of the Company pursuant to the provisions of this Agreement, each in its capacity as a member of the Company.

(k) "Person" means any individual, partnership, corporation, trust, limited liability company, or other legal entity.

(l) "Operating Lessee" means EB Care at Mount Sinai, LLC, a New York limited liability company.

(m) "Property" means that certain senior housing property located on part of District 200, Section 118, Block 3, Lot 4.002 State Route 25A, Mount Sinai, New York, together with all related personal property owned by the Company from time to time in connection therewith.

(n) "Secretary" means the Secretary of State for the State of Delaware.

ARTICLE II
MANAGEMENT

Section 2.1 Management. The business and affairs of the Company shall be managed by or under the direction of the Member. The Member shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described

herein, including all powers, statutory or otherwise. The Member has the authority to bind the Company.

Section 2.2 Books and Records. The Member shall keep or cause to be kept complete and accurate books of account and records with respect to the Company's business. The books of the Company shall at all times be maintained by the Member. The Company's books of account shall be kept using the method of accounting determined by the Member.

Section 2.3 Limited Liability. Except as otherwise expressly provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be the debts, obligations and liabilities solely of the Company, and no Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member of the Company.

Section 2.4 Exculpation and Indemnification.

(a) To the fullest extent permitted by applicable law, none of the Member, any employee or agent of the Company or any employee, representative, agent or Affiliate of the Member (collectively, the "**Covered Persons**") shall be liable to the Company or any other Person that is a party to or is otherwise bound by this Agreement or who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence, fraud or willful misconduct.

(b) To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence, fraud or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 2.4 by the Company shall be provided out of and to the extent of Company assets only, and no Member shall have personal liability on account thereof.

(c) To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in this Section 2.4.

(d) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to

the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(e) To the extent that, at law (whether common or statutory) or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall, to the fullest extent permitted by applicable law, not be liable to the Company, to any other Covered Person or to any other Person that is a party to or is otherwise bound by this Agreement for its good faith reliance on the provisions of this Agreement or any approval or authorization granted by the Company or any other Covered Person. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law (whether common or statutory) or in equity, are agreed by the Member to replace such other duties and liabilities of such Covered Person.

(f) The Company may purchase and maintain insurance on its own behalf or on behalf of any Covered Person, whether or not the Company would have the power to indemnify such Covered Person against such expense, liability or loss under the Act or any other applicable law as currently or hereafter in effect.

(g) The foregoing provisions of this Section 2.4 shall survive any termination of this Agreement.

Section 2.5 Assignments; Resignation; Admission of Additional Members.

(a) Assignments. The Member may assign in whole or in part its limited liability company interest in the Company. The transferee of a limited liability company interest in the Company shall be admitted to the Company as a member of the Company upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, which instrument may be a counterpart signature page to this Agreement. If the Member transfers all of its limited liability company interest in the Company pursuant to this Section 2.5(a), such admission shall be deemed effective immediately prior to the transfer and, immediately following such admission, the transferor Member shall cease to be a member of the Company. Notwithstanding anything in this Agreement to the contrary, any successor to the Member by merger or consolidation shall, without further act, be the Member hereunder, and such merger or consolidation shall not constitute an assignment for purposes of this Agreement and the Company shall continue without dissolution.

(b) Resignation. The Member may resign at any time. An additional member of the Company shall be admitted to the Company, subject to Section 2.5(c), upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, which instrument may be a counterpart signature page to this Agreement. Such admission shall be deemed effective immediately prior to the resignation and, immediately following such admission, the resigning Member shall cease to be a member of the Company.

(c) Admission of Additional Members. Without limiting the provisions of Section 4.1(a), one or more additional members of the Company may be admitted to the Company with the written consent of the Member.

Section 2.6 Separateness Covenants.

(a) The Company has, and, for so long as the Loan is outstanding, the Company will:

i. maintain books and records and bank accounts separate from those of any other Person;

ii. maintain its assets in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;

iii. comply with all organizational formalities necessary to maintain its separate existence;

iv. hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;

v. maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other Person and not have its assets listed on any financial statement of any other Person except that Company's, Operating Lessee's and Master Lessee's assets may be included in a consolidated financial statement of its Affiliate so long as appropriate notation is made on such consolidated financial statements to indicate the separateness of Company, Operating Lessee and Master Lessee, as applicable, from such Affiliate and to indicate that Company's, Operating Lessee's and Master Lessee's assets and credit are not available to satisfy the debts and other obligations of such Affiliate or any other Person;

vi. allocate and charge fairly and reasonably any common employee or overhead shared with Affiliates;

vii. except for the Management Agreement, the Development Agreement, the Construction Agreement, the Master Lease and the Operating Lease, not enter into, or be a party to, any transaction with an Affiliate of Company or Guarantor, or any of the members of Company or Guarantor, except (a) in the ordinary course of business and on terms which are fully disclosed to Lender in advance and (b) are no less favorable to Company than would be obtained in a comparable arm's-length transaction with an unrelated third party;

viii. conduct business in its own name;

ix. not commingle its assets or funds with those of any other Person;

x. not assume, guarantee or pay the debts or obligations of any other Person;

xi. correct any known misunderstanding as to its separate identity;

xii. not permit any Affiliate to guarantee or pay its obligations (other than limited guarantees and indemnities set forth in the Loan Documents);

xiii. not make loans or advances to any other Person;

xiv. pay its liabilities and expenses out of and to the extent of its own funds;

xv. use good faith diligent efforts to cause the managers, officers, employees, agents and other representatives of Company, Operating Lessee and Master Lessee, as the case may be, to act at all times with respect to Company, Operating Lessee and Master Lessee consistently and in furtherance of the foregoing and in the best interests of Company, Operating Lessee and Master Lessee;

xvi. not guarantee any obligation of any Person, including any Affiliate, or become obligated for the debts of any other Person or hold out its credit as being available to pay the obligations of any other Person;

xvii. not engage, directly or indirectly, in any business other than as required or permitted to be performed under this Agreement;

xviii. not incur, create or assume any indebtedness or liabilities other than the Loan, any Swap Agreement between Company and Lender, any other Swap Agreement required pursuant to the terms and conditions of the Loan, and unsecured trade payables incurred in the ordinary course of its business that are related to the ownership, leasing and operation of the Property and Improvements not to exceed two and one-half percent (2.5%) of the principal balance of the Loan, and which is not evidenced by a note and which must be paid within sixty (60) days and which are otherwise expressly permitted under the Loan Documents;

xix. not make or permit to remain outstanding any loan or advance to, or own or acquire any stock or securities of, any Person, except that Company may invest in those investments permitted under the Loan Documents;

xx. to the fullest extent permitted by law, not engage in any dissolution, liquidation, consolidation, merger, sale or other transfer of any of its assets outside the ordinary course of Company's business;

xxi. not buy or hold evidence of indebtedness issued by any other Person (other than cash or investment-grade securities);

xxii. not form, acquire or hold any subsidiary (whether corporate, partnership, limited liability company or other) or own any equity interest in any other entity;

xxiii. not own any asset or property other than the Property, Improvements and incidental personal property necessary for the ownership, leasing or operation of the Property and Improvements; and

xxiv. not take any material action without the unanimous written approval of all members of Company, to the extent required in this Agreement.

(b) So long as the Loan is outstanding, the Company shall not amend, modify or otherwise change this Section 2.6.

ARTICLE III
FISCAL MATTERS

Section 3.1 Deposits. All funds of the Company shall be deposited in an account or accounts in such banks, trust companies or other depositories as the Member may from time to time select.

Section 3.2 Financial Records. All financial records shall be maintained and reported using generally accepted accounting principles, consistently applied.

Section 3.3 Fiscal Year. The fiscal year of the Company shall begin on the first day of January and end on the last day of December each year, unless otherwise determined by the Member.

Section 3.4 Agreements, Consents, Checks, Etc. All agreements, consents, checks, drafts or other orders for the payment of money, and all notes or other evidences of indebtedness issued in the name of the Company shall be signed by the Member.

Section 3.5 Transactions with the Member. The Member may lend money to, borrow money from, act as surety, guarantor or endorser for, guarantee or assume one or more obligations of, provide collateral for, and transact other business with the Company and has the same rights and obligations with respect to any such matter as a Person who is not a Member.

Section 3.6 Contributions. No Member shall be obligated to make any contributions to the capital of the Company.

Section 3.7 Distributions. Distributions shall be made to the Member as determined by the Member from time to time; provided, however, notwithstanding any provision to the contrary in this Agreement, no distribution shall be made unless such distribution does not violate the Act or any other applicable law.

Section 3.8 Tax Classification/Allocations. The Member intends that the Company be disregarded as an entity separate from its owner for federal income tax purposes. The Company shall not elect to be classified as an association taxable as a corporation on Internal Revenue Service Form 8832, and therefore the Company shall be treated by default as an entity disregarded as separate from its owner pursuant to Treasury Regulations section 301.7701-3(b)(1)(ii). Furthermore, it is intended that the Company be disregarded as an entity separate from its owner for state tax purposes, and the Company shall take such actions, if any, as necessary to cause this result.

ARTICLE IV
LIQUIDATION

Section 4.1 Liquidating Events.

(a) The Company shall be dissolved, and its affairs shall be wound up upon the first to occur of the following: (i) the consent of the Member, (ii) the termination of the legal existence of the last remaining member of the Company or the occurrence of any other event which terminates the continued membership of the last remaining member of the Company in the Company unless the Company is continued without dissolution in a manner permitted by this Agreement or the Act, (iii) the sale of all or substantially all of the assets of the Company, or (iv) the entry of a decree of judicial dissolution under Section 18-802 of the Act. If there shall, for any reason, nevertheless occur any event that causes the last remaining member of the Company to cease to be a member of the Company, to the fullest extent permitted by law, the "personal representative" (as defined in the Act) of such member is hereby authorized to, and shall, within ninety (90) days after the occurrence of the event that terminated the continued membership of such member in the Company, agree in writing (i) to continue the Company and (ii) to the admission of the personal representative or its nominee or designee, as the case may be, as a substitute member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining member of the Company in the Company.

(b) Notwithstanding any other provision of this Agreement, the Bankruptcy of the Member shall not cause the Member to cease to be a member of the Company and upon the occurrence of such an event, the Company shall continue without dissolution. Except as otherwise required by law, notwithstanding any other provision of this Agreement, the dissolution or death of the Member shall not, by itself, cause the Company to be dissolved or its affairs to be wound up.

(c) Notwithstanding any other provision of this Agreement, the Member waives any right it might have to agree in writing to dissolve the Company upon the Bankruptcy of the Member or the occurrence of an event that causes the Member to cease to be a member of the Company.

(d) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 3.7.

(e) The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Member in the manner provided for in this Agreement, and (ii) the Certificate shall have been canceled in the manner required by the Act.

ARTICLE V
MISCELLANEOUS

Section 5.1 Notices. All notices and other communications provided for hereunder shall be dated and in writing and shall be deemed to have been duly given (i) on the date of receipt if personally delivered, (ii) five (5) days after being sent by U.S. mail, postage prepaid, (iii) the date of receipt, if sent by registered or certified U.S. mail, postage prepaid, (iv) when sent, if sent by confirmed facsimile or telecopier transmission, provided the sender did not receive a notice of error, or (v) one (1) business day after having been sent by a nationally recognized overnight courier service. In computing time periods, the day of notice will be included. For notice purposes, a day means a calendar day.

Section 5.2 Amendments. This Agreement may be altered, amended or repealed, or a new limited liability company agreement of the Company may be adopted, upon the written consent of the Member.

Section 5.3 Merger and Conversion. The Company may be merged, consolidated or converted with or into any other entity upon the consent of the Member.

Section 5.4 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its respective heirs, legatees, legal representatives, successors, transferees and assigns.

Section 5.5 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company (other than Covered Persons) or by any creditor of the Member. Nothing in this Agreement shall be deemed to create any right in any Person (other than Covered Persons) not a party hereto, and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of any third Person (other than Covered Persons).

Section 5.6 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

Section 5.7 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

Section 5.8 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

Section 5.9 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws. Each of the parties hereto hereby consents to (i) the non-exclusive jurisdiction of the courts of the State of Delaware, and (ii) service of process by mail.

Section 5.10 ERISA REOC Provision. HSRE REIT VI, a Maryland real estate investment trust and an indirect owner of Member ("**HSRE REIT VI**"), HSRE REIT VIB, a Maryland real estate investment trust and an indirect owner of Member ("**HSRE REIT VIB**"), and HSRE REIT VIC, a Maryland real estate investment trust and an indirect owner of Member ("**HSRE REIT VIC**"), each intend to qualify as a "real estate operating company" (a "**REOC**") as defined in the Department of Labor Regulation 29 C.F.R. Section 2510.3-101, and HSRE REIT VI's investment, HSRE REIT VIB's investment, and HSRE REIT VIC's investment in the Member are each intended to be a qualifying investment in real estate for that purpose. In furtherance of these intentions, the Company shall provide HSRE REIT VI, HSRE REIT VIB, and HSRE REIT VIC with notice and information regarding the management of all direct and indirect real estate investments made by the Company or its subsidiaries, and each of HSRE REIT VI, HSRE REIT VIB, and HSRE REIT VIC shall be entitled, through the exercise of their rights as indirect owners of the Member, to regularly and substantially participate in all of the management rights with respect to such investments that the Company has either directly or through its subsidiaries.

Section 5.11 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the parties had signed a single document. All of the counterparts shall be construed together and shall constitute one agreement. An electronic signature (e.g., PDF or similar attachment to an e-mail) shall constitute an original signature.

Section 5.12 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

Section 5.13 Effectiveness. Pursuant to Section 18-201(d) of the Act, this Agreement shall be effective as of the time of the filing of the initial Certificate with the Secretary of State of the State of Delaware on July 13, 2017.

[signature page follows]

IN WITNESS WHEREOF, the Member has executed this Agreement as of the date set forth above.

SOLE MEMBER:

HSRE-EB XVII, LLC, a Delaware limited liability company

By: _____
Name: Steven Krieger
Title: Authorized Signatory

ADDRESS:

The Engel Burman Group
67 Clinton Road
Garden City, New York 11530

EXHIBIT C

HSRE-EB Mount Sinai, LLC's
Consent of Sole Member

The undersigned, being the sole member of HSRE-EB Mount Sinai, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware (the "**Assignor**"), approves and consents to the execution, delivery and performance of all agreements, certificates and documents by the Assignor necessary to carry out, give effect to and consummate the transactions contemplated by the Assignor Documents, as defined in the Assignment, Assumption and Amendment Agreement, dated as of August 13, 2025 (the "**Assignment, Assumption and Amendment Agreement**"), among the Town of Brookhaven Industrial Development Agency, the Assignor and VTR BRTL Mount Sinai, LLC, a Delaware limited liability company (the "**Assignee**"), in connection with the Assignment of the Town of Brookhaven Industrial Development Agency's HSRE-EB Mount Sinai, LLC 2019 Facility.

Further, Steven Krieger is authorized to act as an Authorized Representative (as defined in the Lease Agreement) of the Assignor in the execution and delivery of the Assignor Documents (as defined in the Assignment, Assumption and Amendment Agreement).

IN WITNESS WHEREOF, the undersigned has caused this Consent to be duly executed this 13th day of August, 2025.

HSRE-EB MOUNT SINAI, LLC

By: HSRE-EB XVII, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Steven Krieger
Title: Authorized Signatory

CLOSING CERTIFICATE OF
VTR BRTL MOUNT SINAI, LLC

As of this 13th day of August, 2025, the Town of Brookhaven Industrial Development Agency (the "**Agency**") has agreed to consent to the assignment to, and the assumption by, VTR BRTL MOUNT SINAI, LLC, a limited liability company organized and existing under the laws of the State of Delaware and authorized to transact business in the State of New York, having its principal office at c/o Ventas Healthcare Realty, LLC, c/o Ventas, Inc., 300 LaSalle Drive, Suite 1600, Chicago, Illinois 60654 (the "**Assignee**" and "**Company**"), of an interest in a Facility (as such term is hereinafter defined), which is currently being leased by the Agency to HSRE-EB MOUNT SINAI, LLC, a limited liability company organized and existing under the laws of the State of Delaware and authorized to transact business in the State of New York, having its principal office at 300 Jericho Turnpike, Suite 100, Jericho, New York 11753 (the "**Assignor**" and "**Original Company**") pursuant to the Original Lease Agreement (as such term is hereinafter defined).

The Agency previously provided assistance to the Original Company in connection with the (A) the acquisition of an approximately 6.5 acre parcel of land located at 400 Sutton Court, Mount Sinai, Town of Brookhaven, New York (also known as Tax Map No. 0200-118.00-03.00-004.002 (f/k/a part of Lot 004.001)) (the "**Land**"), (B) the construction, equipping and furnishing of a two (2) story 120 unit assisted living facility including approximately 137 beds and common areas consisting of dining facilities, recreational areas, common meeting and reading areas, and other amenities catering to the needs of local seniors and the furnishing thereof including, but not limited to furniture, appliances in the units, kitchen equipment, telephone systems, audio-visual equipment, security equipment and exercise equipment, including an approximately 1,200 square foot space to be leased by the Original Company to a tenant as a hair salon and (C) the construction of (i) roadways, drive aisles and parking for approximately 90 vehicles and sidewalks, lighting and landscaping, (ii) a new wastewater collection system to be connected to an existing sanitary manhole being part of the Suffolk County Sewer District #2 (Talmadge Woods sewage treatment plant), (iii) storm-water drainage facilities in the forms of dry-well systems, culverts, collection and drain pipes to manage storm-water from new impervious areas on-site, and (iv) utility service connections including electrical, gas, water service, cable and internet service (subsections (B) and (C) are collectively, the "**Equipment**" and "**Improvements**"; and together with the Land, the "**Facility**"), which Facility is leased by the Agency to the Original Company, and used by the Original Company as an assisted living and memory care facility to be known as The Bristal at Mt. Sinai (the "**Project**"); and

WHEREAS, the Agency previously acquired a leasehold interest in the Facility pursuant to a certain Company Lease Agreement, dated as of January 1, 2019 (the "**Original Company Lease**"), and a certain Bill of Sale (the "**Original Bill of Sale**"), dated January 9, 2019, each from the Original Company to the Agency; and

WHEREAS, the Agency is currently leasing the Facility to the Original Company pursuant to a certain Lease and Project Agreement, dated as of January 1, 2019 (the "**Original Lease Agreement**"), by and between the Agency and the Original Company").

The Assignee has requested the Agency's consent to the assignment by the Assignor of all of its rights, title, interest and obligations under the Original Company Lease and the Original Lease Agreement and certain other agreements in connection with the Facility to, and the assumption by, the Assignee of all of such rights, title, interest and obligations of the Assignor, and the release of the Assignor from any further liability with respect to the Facility subject to certain requirements of the Agency.

Pursuant to a certain Assignment, Assumption and Amendment Agreement, dated August 13, 2025 (the "**Assignment, Assumption and Amendment Agreement**"), by and among the Agency, the Assignor and the Assignee, the Assignee will assume all of the right, title, interest, liability, duty and obligations of the Assignor with respect to the Facility under the Original Company Lease and the Original Lease Agreement, arising on and after the Effective Date.

Pursuant to the Assignment, Assumption and Amendment Agreement, the Original Company Lease, shall be amended to reflect that the Assignee will assume all of the right, title, interest, liability, duty and obligations of the Assignor arising on and after the Effective Date (as defined therein) with respect to the Facility under the Original Company Lease (as assigned and as amended by the Assignment, Assumption and Amendment Agreement and the hereinafter defined Assignment of Company Lease, the "**Company Lease**"). To further effectuate the foregoing, the Original Company Lease shall be assigned by the Assignor to the Assignee and assumed by the Assignee pursuant to a certain Assignment and Assumption of Company Lease, dated August 13, 2025 (the "**Assignment of Company Lease**"), be recorded in the Suffolk County Clerk's office.

Pursuant to the Assignment, Assumption and Amendment Agreement, the Original Lease Agreement, shall be amended to reflect that the Assignee will assume all of the right, title, interest, liability, duty and obligations of the Assignor arising on and after the Effective Date (as defined therein) with respect to the Facility under the Original Lease Agreement (as assigned and as amended by the Assignment, Assumption and Amendment Agreement and the hereinafter defined Assignment of Company Lease, the "**Lease Agreement**"). To further effectuate the foregoing, the Original Lease Agreement shall be assigned by the Assignor to the Assignee and assumed by the Assignee pursuant to a certain Assignment and Assumption of Lease and Project Agreement, dated August 13, 2025 (the "**Assignment of Lease Agreement**"), be recorded in the Suffolk County Clerk's office.

The Agency has required, as a condition and as an inducement for it to enter into and to consent to the transactions contemplated by the Assignment, Assumption and Amendment Agreement and Lease Agreement, that the Assignee execute and deliver this Certificate.

The undersigned Assignee does hereby certify as follows:

1. The Assignee hereby restates as of the date hereof and incorporates by reference all representations and warranties for the benefit of the Agency contained in, and represents and warrants that it has full power and authority to execute, deliver and perform each of the following (hereinafter collectively referred to as the "**Assignment and Assumption**

Documents"): the Assignment, Assumption and Amendment Agreement, the Company Lease, and the Lease Agreement.

2. The Assignment and Assumption Documents, when executed and delivered on behalf of the Assignee, will be in substantially the same form as were approved and authorized to be executed by the Assignee (with such changes therein as the individual executing the same has approved, with advice of counsel).

3. The execution, delivery and performance of all agreements, certificates and documents required to be executed, delivered and performed by the Assignee in order to carry out, give effect to and consummate the transactions contemplated by the Assignment and Assumption Documents have been duly authorized by all necessary action of the Assignee.

4. The execution, delivery and performance of all agreements, certificates and documents required to be executed, delivered and performed by the Assignee in order to carry out, give effect to and consummate the transactions contemplated by the Assignment and Assumption Documents have been duly authorized by all necessary action of the Assignee as evidenced by the Consent of Sole Member of the Assignee attached hereto as Exhibit C (the "**Consent**").

5. Attached hereto as Exhibits A and B, respectively, are true and correct copies of (i) the Certificate of Formation and Application for Authority of the Assignee, and Certificates of Good Standing from the State of New York and the State of Delaware, and (ii) the Operating Agreement of the Assignee, together with all amendments thereto, and the same are in full force and effect as of the date hereof and have not been otherwise amended, repealed or modified.

6. The Assignee presently carries insurance on the Facility to the full extent required by Section 6.4 of the Lease Agreement. Attached hereto as Exhibit D, are copies of the Certificate(s) of Insurance evidencing that as of the date hereof the insurance coverage required by Section 6.4 of the Lease Agreement is in full force and effect.

7. To the knowledge of Assignee, no default specified in the Company Lease or an "Event of Default" specified in the Lease Agreement, and no event which with notice or lapse of time or both, would become such default under the Company Lease or such Event of Default under the Lease Agreement, has occurred or is continuing.

8. There is neither any action, litigation, suit, nor proceeding, before or by any court, public board or body, pending, or, to the best of my knowledge, threatened against or affecting the Assignee, nor, to the best of its knowledge, is there any basis therefor, wherein an unfavorable decision, ruling or finding would adversely materially affect the validity or the enforceability of the Assignment, Assumption and Amendment Agreement, the Company Lease, the Lease Agreement or the transactions contemplated therein, or the Authorizing Resolution of the Agency with respect to the assignment of the interest in the Facility adopted by the Agency on July 16, 2025, or which would adversely materially affect the business, prospects or financial condition of the Assignee, except as may be set forth in the opinion of our counsel, Sahn Ward Braff Coschignano, dated and delivered on the date of this Certificate.

Moreover, the undersigned DOES HEREBY CERTIFY:

9. Legal counsel for the Assignee has read the provisions of the Assignment, Assumption and Amendment Agreement, the Company Lease and the Lease Agreement.

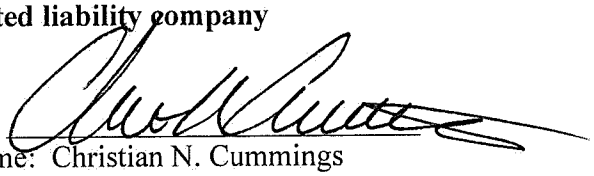
10. The individual executing this Closing Certificate on behalf of the Assignee is designated to act as an "Authorized Representative" pursuant to and in accordance with the provisions of the Lease Agreement, as amended and assigned.

(Remainder of Page Intentionally Left Blank – Signature Pages Follow)

WITNESS my official signature as of the date first written above.

ASSIGNEE:

VTR BRTL MOUNT SINAI, LLC, a Delaware limited liability company

By: 
Name: Christian N. Cummings
Title: President

[SIGNATURE PAGE TO CLOSING CERTIFICATE OF VTR BRTL MOUNT SINAI, LLC]

EXHIBIT A

VTR BRTL Mount Sinai, LLC's
Certificate of Formation Certified by the Delaware Department of State and Application for Authority filed in the Department of State of New York, together with Good Standing Certificates from the New York State Department of State and the Delaware Department of State

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:15 PM 07/02/2025
FILED 02:15 PM 07/02/2025
SR 20253258190 - File Number 10248371

CERTIFICATE OF FORMATION
OF
VTR BRTL MOUNT SINAI, LLC

The undersigned, an authorized person, for the purpose of forming a limited liability company under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified and referred to as the "Delaware Limited Liability Company Act"), hereby certifies as follows:

ARTICLE I. The name of the limited liability company is VTR BRTL Mount Sinai, LLC (the "Company").

ARTICLE II. The address of the registered office and the name and the address of the registered agent of the Company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

ARTICLE III. The debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company; and no member or manager of the Company shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member or acting as a manager of the Company.

Dated as of July 2, 2025.

By: /s/ Dana J. Baker
Dana J. Baker, an authorized person

Delaware

The First State

I, CHARUNI PATIBANDA-SANCHEZ, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "VTR BRTL MOUNT SINAI, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIFTH DAY OF AUGUST, A.D. 2025.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.

C. P. Sanchez

Charuni Patibanda-Sanchez, Secretary of State

Authentication: 204389625

Date: 08-05-25

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STATE OF NEW YORK

DEPARTMENT OF STATE

Certificate of Status

I, WALTER T. MOSLEY, Secretary of State of the State of New York and custodian of the records required by law to be filed in my office, do hereby certify that upon a diligent examination of the records of the Department of State, as of the date and time of this certificate, the following entity information is reflected:

Entity Name:	VTR BRTL MOUNT SINAI, LLC
DOS ID Number:	7678562
Entity Type:	FOREIGN LIMITED LIABILITY COMPANY
Entity Status:	AUTHORIZED
Date of Initial Filing with DOS:	08/06/2025
Statement Status:	CURRENT
Statement Due Date:	08/31/2027

No information is available from this office regarding the financial condition, business activity or practices of this entity.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on August 07, 2025 at 08:56 A.M.

WALTER T. MOSLEY
Secretary of State

BRENDAN C. HUGHES
Executive Deputy Secretary of State

Authentication Number: 100008540979 To Verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at http://ecorp.dos.ny.gov

EXHIBIT B

VTR BRTL Mount Sinai, LLC's
Operating Agreement

Docusign Envelope ID: 2B3CAA4A-3654-4CCB-B823-747D086F0AC6

LIMITED LIABILITY COMPANY AGREEMENT
OF
VTR BRTL MOUNT SINAI, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "**Agreement**") of **VTR BRTL Mount Sinai, LLC**, a Delaware limited liability company (the "**Company**"), is dated as of July 2nd, 2025 and is entered into by **BRTL Propco Holdco, LLC**, a Delaware limited liability company and the sole member of the Company (the "**Sole Member**").

ARTICLE I
FORMATION

1.1 Formation; Name; Foreign Jurisdictions. The Sole Member has formed the Company as a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del.C. § 18-101, et seq.), as amended from time to time, and any successor statute thereto (the "**Act**"). Dana J. Baker, is hereby designated as an "authorized person" within the meaning of the Act, and has executed, delivered and filed the Certificate of Formation of the Company with the Secretary of State of the State of Delaware. Upon the filing of the Certificate of Formation with the Secretary of State of the State of Delaware, her powers as an "authorized person" ceased, and the Sole Member thereupon became the designated "authorized person" and shall continue as the designated "authorized person" within the meaning of the Act. The Sole Member or an Officer shall execute, deliver and file any other certificates and any amendments and/or restatements thereof, necessary for the Company to qualify to do business in any other jurisdiction in which the Company may wish to conduct business.

1.2 Term. The term of the Company commenced on the date hereof with the filing of the Certificate of Formation of the Company with the Secretary of State of the State of Delaware in accordance with the Act, and will continue in existence perpetually unless terminated pursuant to the terms of this Agreement or as required by law. The existence of the Company as a separate legal entity shall continue until cancellation of the Certificate of Formation of the Company in accordance with the Act.

1.3 Name of the Company. The name of the Company is VTR BRTL Mount Sinai, LLC. The Company may do business under that name and under any other name or names as selected by the Sole Member from time to time.

1.4 Principal Office. The principal office of the Company is located at 500 North Hurstbourne Parkway, Suite 200, Louisville, Kentucky 40222, or at any other place or places as the Sole Member may designate from time to time.

1.5 Registered Agent and Office. The name and address of the Company's registered agent and the address of the registered office in the State of Delaware shall be as specified in the Certificate of Formation of the Company, or as the Sole Member may otherwise designate from time to time in accordance with the Act.

1.6 Fiscal Year. Unless the Sole Member may otherwise determine, the fiscal year of the Company will end on the 31st day of December in each year.

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1.7 Title to Property. Except as the Sole Member may otherwise determine, all property and assets of the Company, whether real or personal, tangible or intangible, are to be deemed to be owned by the Company as an entity, and the Sole Member has no direct ownership interest in any such property and assets.

ARTICLE II
PURPOSES AND POWERS

2.1 Purposes.

(a) Subject to Section 2.1(b) hereof, the purposes of the Company are as follows:

(i) to acquire, own, hold, develop, redevelop, renovate, finance, refinance, ground lease, lease, sublease, sell and otherwise deal with and dispose of certain real property located at 400 Sutton Ct. in Mount Sinai, NY (the "**Property**");

(ii) to engage in such other lawful activities relating to the Property in which limited liability companies may engage under the Act, as the Sole Member may determine from time to time; and

(iii) to do all other things necessary, desirable, convenient or incidental to any of the foregoing purposes.

(b) Notwithstanding anything else in this Agreement to the contrary, the business and purposes of the Company shall be limited to and conducted in such a manner as to permit Ventas, Inc., a healthcare real estate investment trust ("**Ventas**"), at all times to be classified as a real estate investment trust under the Internal Revenue Code of 1986 (as it may be amended from time to time, and any successor statute thereto), unless Ventas ceases to qualify as a real estate investment trust for reasons other than the conduct of the business of the Company.

2.2 Powers. The Company shall have the power and authority to take any and all actions necessary, desirable, convenient or incidental to or for the furtherance of the purposes set forth in Section 2.1 hereof.

ARTICLE III
SOLE MEMBER AND MEMBERSHIP INTERESTS

3.1 Members. The name and address of the Sole Member is BRTL Propco Holdco, LLC, 500 North Hurstbourne Parkway, Suite 200, Louisville, Kentucky 40222.

3.2 Membership Interests. The Company has one class of limited liability company interests (the "**Membership Interests**"), all of which are owned by the Sole Member. The Membership Interests will not be evidenced by certificates.

3.3 Transfer of Membership Interests. Subject to Section 3.4 hereof, the Sole Member may freely sell, transfer, assign, pledge, hypothecate, encumber or otherwise dispose of its Membership Interests.

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3.4 Admission of Additional Members. No additional member shall be admitted, either by transfer of a portion of the Membership Interests owned by the Sole Member, or in any other manner which causes the Company to have two or more members, until (a) this Agreement has been amended to provide for such admission, including amendments relating to the governance of the Company and providing for the allocation of profits and losses of the Company among the members, and (b) the Sole Member and such additional member or members have accepted such amendment.

3.5 Limitation of Liability. Notwithstanding any provision of the Act, the Sole Member shall not be personally liable to creditors of the Company for any debts, obligations, liabilities or losses of the Company, whether arising in contract, tort or otherwise, solely by reason of being a member of the Company.

ARTICLE IV
CAPITAL; ALLOCATIONS AND DISTRIBUTIONS

4.1 Capital Contributions. The Sole Member has made capital contributions to the Company as reflected in the Company's books and records. The Sole Member may, but is not required to, contribute any additional capital to the Company.

4.2 Capital Account. The Company shall establish and maintain a capital account for the Sole Member on the books of the Company, which account shall set forth the capital of the Sole Member in the Company. The Company shall adjust such capital account to reflect the Sole Member's allocations and distributions of cash flow, profits and losses, and any additional capital contributions to the Company or withdrawals of capital from the Company. Except as otherwise required by the Act, the Sole Member shall not have any liability to restore all or any portion of a deficit balance in the Sole Member's capital account.

4.3 Allocation and Distributions. The Company shall allocate its profits and losses with respect to each fiscal year to the Sole Member and make distributions, at such times and in such aggregate amounts as the Sole Member may determine from time to time, to the Sole Member. Notwithstanding any provision of this Agreement to the contrary, the Company shall not make a distribution of capital to the Sole Member on account of its interest in the Company if such distribution would violate the Act of any other applicable law.

4.4 No Interest on Capital Contributions. The Sole Member shall not be entitled to interest on any capital contributions made to the Company.

4.5 Loans to the Company. Nothing in this Agreement shall prevent the Sole Member from making secured or unsecured loans to the Company by agreement with the Company.

ARTICLE V
MANAGEMENT

5.1 Management. The Sole Member shall manage the Company and shall have full and complete authority, power and discretion to manage, control and operate the business, affairs and properties of the Company, to make all decisions regarding those

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matters and to perform any and all other acts or activities customary or incidental to the management of the Company. Any third party may rely on the Sole Member to bind the Company without independent verification of its authority to do so. The Company also may have such managers as the Sole Member may determine from time to time who, upon the direction and with the express consent of the Sole Member, will have authority to execute instruments in the name and on behalf of the Company and to otherwise bind the Company.

5.2 Officers. The Sole Member may, from time to time, appoint officers of the Company (the "**Officers**") and assign in writing titles (including President, Vice President, Assistant Vice President, Secretary and Treasurer) to any such person. Unless the Sole Member decides otherwise, if the title is one commonly used for officers of a business corporation formed under the Delaware general corporate statutes, the assignment of such title will constitute the delegation to such person of the authorities and duties that are normally associated with that office. The Sole Member may, in writing at any time, revoke any delegation pursuant to this Section 5.2. The Sole Member also may remove, with or without cause, any Officer. **Schedule A** hereto sets forth the initial Officers of the Company, effective as of the date hereof, each to hold the office or offices of the Company set forth opposite his or her respective name and to serve in accordance with the provisions of this Agreement and at the discretion of the Sole Member until such Officer's successor is duly appointed and qualified.

5.3 No Exclusive Duty to Company. The Sole Member shall not be required to manage the Company as its sole and exclusive function and it may have other business interests and may engage in other activities in addition to those relating to the Company, notwithstanding any provision to the contrary at law or in equity. The Company shall not have any right, by virtue of this Agreement, to share or participate in other investments or activities of the Sole Member or in the income or proceeds derived therefrom.

ARTICLE VI
BOOKS, RECORDS, ACCOUNTING, AND TAX ELECTIONS

6.1 Bank Accounts. The Sole Member may from time to time authorize the opening of bank accounts in the name and on behalf of the Company, and the Sole Member shall determine who will have the signatory power over such accounts.

6.2 Books and Records. The Company shall keep or cause to be kept complete and accurate books and records of the Company, and shall maintain such books and records in accordance with generally accepted accounting principles and practices.

6.3 Tax Returns and Elections. Any election under any provision of any tax law shall be made only by the Sole Member or by a person expressly authorized to do so by the Sole Member.

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ARTICLE VII
EXCULPATION AND INDEMNIFICATION

7.1 Exculpation.

(a) Notwithstanding any other provision of this Agreement, whether express or implied, to the fullest extent permitted by law, neither the Sole Member nor any manager, member, partner, officer, employee, representative, agent, advisor or Affiliate (as defined below) of the Company or the Sole Member, nor of any of their respective Affiliates (each, a "**Covered Person**"), shall be liable to the Company or any other person who has an interest in the Company for any act or omission taken or omitted by such Covered Person (other than any act or omission which constitutes fraud, bad faith or willful misconduct or such person's material breach of this Agreement), unless there is a final and non-appealable judicial determination or determination of an arbitrator that such Covered Person did not act in good faith and in what such Covered Person reasonably believed to be in, or not opposed to, the best interests of the Company and within the authority granted to such Covered Person by this Agreement, and, with respect to any criminal act or proceeding, had reasonable cause to believe that such Covered Person's conduct was unlawful. Each Covered Person shall be entitled to rely in good faith on the advice of legal counsel to the Company, accountants and other experts or professional advisors, and no act or omission taken or omitted by any Covered Person in reliance on such advice shall in any event subject such Covered Person to any liability to the Company, any Member or any other person who has an interest in the Company.

(b) For purposes of this Agreement, "Affiliate" means, with respect to any person, any other person directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with such person. For the purpose of this definition, the term "control" (including with correlative meanings, the terms "controlling", "controlled by" and "under common control with"), as used with respect to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract or otherwise.

7.2 Indemnification. To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts ("**Indemnified Costs**") arising from any and all claims, demands, actions, suits or proceedings ("**Actions**"), whether civil, criminal, administrative or investigative, in which such Covered Person may be involved, or threatened to be involved, as a party or otherwise arising as a result of its status as the Sole Member or a manager, member, partner, officer, employee, representative, agent, advisor or Affiliate of the Company or the Sole Member, or any of their respective Affiliates, regardless of whether or not such Covered Person continues in the capacity at the time the liability or expense is paid or incurred, and regardless of whether such Action is brought by a third party, or by or in the right of the Company; provided, however, that no such person will be indemnified for any Indemnified Costs that proximately result from such person's fraud, bad faith or willful misconduct or such person's material breach of this Agreement.

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7.3 Advancement of Indemnified Costs. The Company shall pay or reimburse, to the fullest extent allowed by law and consistent with Section 7.2 hereof, in advance of the final disposition of the proceeding, any and all Indemnified Costs incurred by a Covered Person in connection with any Action that is the subject of Section 7.2 hereof.

7.4 Contractual Obligation. The obligations of the Company to indemnify a Covered Person under this Article VII, including the duty to advance expenses, shall be considered a contract between the Company and such Covered Person, and no modification or repeal of any provision of this Article VII shall affect, to the detriment of such Covered Person, such obligations of the Company in connection with a claim based on any act or failure to act occurring before such modification or repeal.

7.5 Indemnification Not Exclusive; Inuring of Benefit. The indemnification and advancement of Indemnified Costs provided for by this Article VII shall not be deemed exclusive of any other right to which a Covered Person may be entitled under any statute, provision of the Certificate of Formation, agreement or otherwise, both as to action in such Covered Person's official capacity and as to action in another capacity while holding such office, and shall inure to the benefit of the heirs, executors and administrators of any such Covered Person.

7.6 Insurance and Other Indemnification. The Sole Member shall have the power to (a) authorize the Company to purchase and maintain, at the Company's expense, insurance on behalf of the Company and on behalf of others to the extent that power to do so has not been prohibited by statute, (b) create any fund of any nature, whether or not under the control of a trustee, or otherwise secure any of the Company's indemnification obligations, and (c) give other indemnification to the extent permitted by statute.

ARTICLE VIII
DISSOLUTION, LIQUIDATION AND TERMINATION

8.1 Events of Dissolution. The Company will be dissolved upon the occurrence of any of the following events: (a) written notice of the Sole Member's determination to dissolve the Company; (b) the bankruptcy or dissolution of the Sole Member or occurrence of any other event which terminates the continued membership of the Sole Member in the Company other than by transfer of all of the Sole Member's Membership Interests to another person; or (c) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8.2 Procedure for Winding Up and Dissolution. Dissolution of the Company will be effective on the day on which an event occurs under Section 8.1 hereof, but the Company will not terminate until a certificate of cancellation is filed with the Secretary of State of the State of Delaware and the assets of the Company are distributed as provided in Section 4.3 hereof. Notwithstanding the dissolution of the Company, prior to the termination of the Company, this Agreement will continue to govern the business and affairs of the Company.

8.3 Filing of Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Sole Member, one or more "authorized persons" (within the meaning of

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the Act) shall execute a certificate of cancellation, which shall set forth the information required by the Act. The certificate of cancellation shall be filed with the Secretary of State of the State of Delaware to accomplish the cancellation of the Certificate of Formation upon the dissolution and completion of the winding up of the Company.

ARTICLE IX
MISCELLANEOUS

9.1 Terms Generally. Unless the context otherwise requires, for the purposes of this Agreement: (a) any word in the singular includes the plural and vice versa, and any pronoun includes the corresponding, masculine, feminine and neuter forms; (b) the term "person" includes any individuals, partnerships (including limited liability partnerships), companies (including limited liability companies), joint ventures, corporations, trusts, governments (or agencies or political subdivisions thereof), nonprofit entities and other associations, entities and enterprises, and reference to a person includes such person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement; (c) the words "include," "includes," and "including" are to be deemed to be followed by the phrase "without limitation"; and (d) the word "or" is not to be deemed as exclusive.

9.2 Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and sent to the party to whom it is to be given and be either delivered personally against receipt, by facsimile or other wire transmission, by registered or certified mail (postage prepaid, return receipt requested) or deposited with an express courier (with confirmation) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice): (a) if to the Sole Member, at the address shown in Section 3.1 hereof, and (b) if to the Company, at its principal office.

9.3 No Third Party Benefit. Except with respect to Section 2.1(b) and Article VII hereof, the provisions of this Agreement are solely for the benefit of the Company and the Sole Member and are not intended to, and shall not be construed to, confer a right or benefit on any creditor of the Company or any other person.

9.4 Complete Agreement. This Agreement constitutes the entire agreement of the Sole Member with respect to the subject matter hereof.

9.5 Modification and Waiver. No amendment, modification or alteration of the terms or provisions of this Agreement will be binding unless the same is in writing and duly executed by the Sole Member, except that any of the terms or provisions of this Agreement may be waived in writing at any time by the party hereto that is entitled to the benefits of such waived terms or provisions. No waiver of any of the provisions of this Agreement are to be deemed to or will constitute a waiver of any other provision hereof (whether or not similar). No delay on the part of any party hereto in exercising any right, power, or privilege hereunder will operate as a waiver thereof.

9.6 Applicable Law. This Agreement is to be deemed to be made in, and in all respects is to be governed by and interpreted and construed in accordance with the laws of, the State of Delaware without regard to conflicts of law principles that would require the application of any other laws.

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9.7 Headings. The headings contained in this Agreement are inserted for convenience only and are not to be deemed to constitute part of this Agreement or to affect the construction or interpretation of any of the provisions contained in this Agreement.

9.8 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Sole Member and its successors and permitted assigns.

9.9 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

9.10 Electronic Records and Signatures. The Company shall be permitted to keep, or cause to be kept, appropriate books and records with respect to the Company's business solely in electronic form. Facsimile or other electronic signatures shall be deemed acceptable and binding with respect to any agreement, document or certificate signed or executed by an authorized representative or authorized officer of the Company.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Sole Member has executed this Agreement as of the date first above written.

SOLE MEMBER:

BRTL Propco Holdco, LLC,
a Delaware limited liability company

DocuSigned by:
Dana J. Baker
D057C3247B3D4E6...

By: _____

Name: Dana J. Baker
Its: Secretary

Docusign Envelope ID: 2B3CAA4A-3654-4CCB-B823-747D086F0AC6

SCHEDULE A

Name	Office(s)
Christian N. Cummings	President
Michael A. Smith	Chief Financial Officer
Brian G. Fry	Vice President
Brian K. Wood	Vice President & Treasurer
Dana J. Baker	Secretary
Ryan Armstrong	Vice President, Tax (Limited Authority)
Stephanie Williams	Vice President, Tax (Limited Authority)

EXHIBIT C

VTR BRTL Mount Sinai, LLC's
Consent of the Sole Member

The undersigned, being the Sole Member of VTR BRTL Mount Sinai, LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware and authorized to transact business in the State of New York (the "**Assignee**"), as of August [13], 2025 (the "**Effective Date**") hereby approves and consents to the execution, delivery and performance of all agreements, certificates and documents by the Assignee necessary to carry out, give effect to and consummate the transactions contemplated by the Assignment, Assumption and Amendment Agreement, dated as of August [13], 2025 (the "**Assignment, Assumption and Amendment Agreement**"), by and among the Town of Brookhaven Industrial Development Agency (the "**IDA**"), HSRE-EB Mount Sinai, LLC, a Delaware limited liability company (the "**Assignor**"), and the Assignee, and other related documents, in connection with the assignment, assumption and amendment of a certain (i) Company Lease Agreement dated as of January 1, 2019, by and between the Assignor, as lessor, and IDA, as lessee, and (ii) Lease and Project Agreement dated as of January 1, 2019, by and between the IDA, as lessor, and the Assignor, as lessee.

Further, each of Christian N. Cummings, as President of the Assignee, Brian K. Wood, as Vice President and Treasurer of the Assignee, Dana J. Baker, as Secretary of the Assignee, and Barak Berman, as Authorized Signatory of the Assignee, is authorized by the Assignee to act as an "Authorized Representative" pursuant to and in accordance with the Lease Agreement (as defined in the Assignment, Assumption and Amendment Agreement).

IN WITNESS WHEREOF, the undersigned has caused this Consent of the Sole Member to be duly as of the Effective Date.

BRTL PROPCO HOLDCO, LLC, a Delaware limited liability company

By: _____
Name: Christian N. Cummings
Title: President

[SIGNATURE PAGE TO CONSENT OF THE SOLE MEMBER]

EXHIBIT D

VTR BRTL Mount Sinai, LLC's
Certificate(s) of Insurance

FARRELLFRITZ PC
ATTORNEYS

400 RXR Plaza
Uniondale, NY 11556
www.farrellfritz.com

Our File No.
37930/101

August 13, 2025

Town of Brookhaven Industrial Development Agency
One Independence Hill
Farmingville, New York 11738

Re: HSRE-EB Mount Sinai, LLC to VTR BRTL Mount Sinai, LLC
Assignment and Assumption Transaction

Ladies and Gentlemen:

We have acted as special counsel to HSRE-EB Mount Sinai, LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware and authorized to transact business in the State of New York (the "**Company**" or "**Assignor**") in connection with the preparation of the following documents (hereinafter collectively referred to as the "**Transaction Documents**"):

i. a certain Assignment, Assumption and Amendment Agreement, dated as of August 13, 2025, among the Assignor, the Town of Brookhaven Industrial Development Agency (the "**Agency**") and VTR BRTL Mount Sinai, LLC (the "**Assignee**");

ii. a certain Assignment and Assumption of Company Lease, dated as of August 13, 2025 (the "**Assignment of Company Lease**"), by and between the Assignor and the Assignee (with consent of the Agency); and

iii. a certain Assignment and Assumption of Lease Agreement, dated as of August 13, 2025, between the Assignor and the Assignee,

all with respect to the assignment and assumption of the lease-leaseback transaction, dated as of January 1, 2019, between the Agency and the Assignor (the "**Transaction**").

We have examined originals or certified copies of proceedings of the Company, consent of members of the Company and executed counterparts of the Transaction Documents.

We have also examined copies, certified or otherwise identified to our satisfaction, of such documents and records of the Company and of such other documents and matters as we have considered necessary or appropriate under the circumstances to render the following opinions.

As to certain facts material to the opinions expressed herein, to the extent we have deemed proper, we have relied upon representations and warranties contained in the Transaction Documents. Except as otherwise stated herein, we have undertaken no independent

investigation or verification of such matters. We have assumed (i) the genuineness of all signatures (other than those on behalf of the Company) and the authenticity of all items submitted to us as originals and the conformity with originals of all items submitted to us as copies; (ii) that each party (other than the Company) has been duly formed and is validly existing and in good standing under the laws of the jurisdiction in which it is formed; and (iii) that each party (other than the Company) to one or more of the Transaction Documents has all the requisite power and authority, under its organizational documents and under any relevant state law, to execute and deliver, and to perform and observe the provisions of, the Transaction Documents to which it is a party, and has duly authorized, executed and delivered such Transaction Documents, and that the Transaction Documents constitute valid and binding obligations of such party. We have also assumed the Agency's conduct complies with any requirements of good faith, fair dealing and absence of unconscionability, there has not been any mutual mistake of fact, fraud, duress or undue influence, and that there are no extrinsic agreements or understanding among the parties to the Transaction Documents that would modify or affect the interpretation of the terms of the Transaction Documents or the respective rights of the parties thereunder.

In rendering this opinion, we have relied solely upon the foregoing as to all factual matters and have made such investigation of law as we believe necessary to enable us to render this opinion.

We point out that we are members of the bar of the State of New York and our opinions expressed herein are limited to matters under and governed by the internal substantive laws of the State of New York, the Limited Liability Company Act of the State of Delaware and applicable Federal laws of the United States of America, in each case in effect on the date hereof and which, in our experience, are normally applicable to the transactions provided for in Transaction Loan Documents, in each case, however, exclusive of, and without regard to, any Excluded Laws (collectively, the "**Applicable Laws**"). The term "**Excluded Laws**" means all (i) municipal, political subdivision (whether created or enabled through legislative action at the federal, state, regional or local level), local and county ordinances, statutes, administrative decisions, laws, rules and regulations, (ii) conflict of law principles and choice of law statutes and rules (other than Section 5-1401 of the New York General Obligations Law), (iii) statutes, laws, rules and regulations related to the environmental, natural resources, zoning, real estate, taxation, labor, antitrust or unfair competition laws, commodities or commodities laws, federal or state securities or Blue Sky laws, or (iv) any laws, regulations, executive orders or government programs designed to combat terrorism, money laundering or racketeering, in each case (x) as interpreted, construed or enforced pursuant to any judicial, arbitral or other decision or pronouncement, (y) as in effect in any jurisdiction, including, without limitation, any State of the United States of America and the United States of America, and (z) including, without limitation, any and all authorizations, permits, consents, applications, licenses, approvals, filings, registrations, publications, exemptions and the like required by any of them.

Our opinions are also subject to the following qualifications and exclusions:

i. The enforceability of the Transaction Documents may be limited by application of bankruptcy, insolvency or similar laws (including, but not limited to those which pertain to fraudulent conveyances) affecting creditors' rights generally and by equitable principles of general application regardless of whether enforcement is sought in a court of law or in equity.

ii. The enforceability of the following remedial provisions contained in the Transaction Documents may be limited by applicable law: (i) provisions for recovery of attorneys' fees in excess of those that are reasonable under the circumstances; (ii) the exercise of certain powers of entry or possession without opportunity for a hearing and judicial review; and (iii) waivers of statutes of limitations, appraisal, valuation, stay, execution and redemption. We note the availability of specific performance and other equitable remedies may be subject to judicial discretion.

iii. In connection with the opinions expressed herein as being made "to our knowledge," such knowledge is based upon actual knowledge of attorneys in our firm who have devoted substantive attention to the Transaction and/or the transactions contemplated by the Transaction Documents. We have made no independent investigation as to the accuracy or completeness of any representations, warranties, data or other information, written or oral, made or furnished by the Company and/or Guarantor to us or to the Agency.

iv. We have not made any investigation of, and do not express an opinion as to, any matters of title to any property (whether real, personal or mixed). We express no opinion as to the adequacy of the description of the real property or any other collateral contained in Transaction Documents.

v. We express no opinion as to the enforceability of any provision of the Transaction Documents providing for the indemnification, release, disclaimers, waivers, releases, hold harmless provisions, or exculpation of any party insofar as such provisions may require indemnification, release, or exculpation, contributions or liquidated damages or other provisions for matters that violate statutory duties or public policy, including in relation to the offer, issue or sale, or distribution of securities or criminal violations.

vi. We express no opinion as to the enforceability of any term or provision of any Transaction Document purportedly authorizing a person to exercise or otherwise enforce or pursue specific rights, powers, privileges and remedies in a manner impermissible under or otherwise inconsistent with Applicable Laws or public policy from time to time in effect.

vii. In rendering the opinions herein, we have not, pursuant to our engagement, endeavored to express any opinions, and we express no opinions, and none are intended to be implied hereby, as to (a) the various state and federal laws, statutes, regulations, interpretations, opinions, directives, orders, rulings, authorities or similar matters regulating or governing the Agency (collectively, the "**Rules**") and/or their entry into, execution, delivery or performance of the Transaction Documents, or the transactions provided for therein, or the conduct of its business related thereto, or (b) the Agency's compliance with any of the Rules in connection with any Transaction Document or the transactions provided for therein.

Based upon and subject to the foregoing, and subject also to the qualifications, comments and limitations set forth below, we are of the opinion that:

1. Based solely on our review of the Certificates of Status for the Company issued by the Secretary of State of the State of Delaware, dated August 4, 2025 and the Secretary of State of the State of New York, dated August 4, 2025, the Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, and is authorized to do business in the State of New York, and has full power and authority to own its property and assets and to conduct its business. There is no restriction under federal law or state law which would prohibit the Company from owning, operating or leasing the Project Facility (as such term is defined in the Assignment of Company Lease).

2. The Company has the limited liability company power and authority to execute and deliver the Transaction Documents to which it is a party, and the Transaction Documents have been duly authorized, executed and delivered by the Company and are valid and enforceable obligations of the Company enforceable against the Company in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting the enforcement of creditors' rights generally, and subject to general principles of equity.

3. The Company has, as of the date hereof, assigned to Assignee all the rights and obligations of the Company under the Transaction Documents to which it is a party.

4. Except as contemplated by the Transaction Documents, no authorization or approval of any public regulatory body is required with respect to the transactions on the part of the Company contemplated by any of the Transaction Documents.

5. Neither the execution nor the delivery of any of the Transaction Documents by the Company or the performance by the Company of its obligations thereunder (a) contravenes (i) the Company's Certificate of Formation or Limited Liability Company Agreement, (ii) any provision of Applicable Law or (iii) to our knowledge, any order, decree, writ or injunction, or (b) to our knowledge, after due inquiry, requires consent under, or will result in a material breach of or constitute (with due notice and/or lapse of time) a material default under, any credit agreement, indenture, purchase agreement, guaranty or other instrument of which we have knowledge and to which the Company is a party or by which the Company is bound.

6. To our knowledge, there is no litigation pending or threatened against the Company in any court, either state or federal, which calls into question the creation, organization or existence of the Company, the validity of any of the Transaction Documents, the authority of the Company to enter into or perform any of the Transaction Documents to which it is a party, nor is the Company in default with respect to any order of any court, governmental authority, or arbitration board or tribunal.

7. To our knowledge, all consents, approvals or authorizations, if any, of any governmental authority required to be obtained by the Company in connection with the execution and delivery of the Transaction Documents have been obtained.

This opinion is rendered as of the effective date set forth above, and we express no opinion as to circumstances or events which may occur subsequent to such date, and we do not undertake to update any of the foregoing opinions.

This opinion letter is rendered by us solely for the benefit of the parties to which this opinion letter is addressed in connection with the transactions contemplated by the Transaction Documents. This opinion may not be used or relied upon by any other person or for any other purpose without our prior written consent, except that our prior written consent is not needed to furnish a copy of this opinion letter: (a) in connection with any proceedings related to the Transaction Documents; (b) to accountants and counsel for the parties to which this letter is addressed; (c) to governmental regulatory examiners; (d) pursuant to judicial process or government order or requirement; (e) to Nixon Peabody LLP, as Transaction Counsel, in connection with its opinion relating to the Transaction; and (f) to successors and permitted assigns of the parties to which this opinion letter is addressed under the Transaction Documents.

Very truly yours,

Farrell Fritz, P.C.

FARRELL FRITZ, P.C.

SAHN WARD BRAFF COSCHIGNANO PLLC
ATTORNEYS AT LAW
THE OMNI
333 EARLE OVINGTON BOULEVARD
SUITE 601
UNIONDALE, NEW YORK 11553

TELEPHONE: (516) 228-1300
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E-MAIL: INFO@SAHNWARD.COM
WWW.SAHNWARD.COM

JOHN C. FARRELL
Partner
jfarrell@sahnward.com

August 13, 2025

Town of Brookhaven Industrial Development Agency
1 Independence Hill, 2nd Floor
Farmingville, New York 11738

Re: Town of Brookhaven Industrial Development Agency
Assignment of HSRE-EB Mount Sinai, LLC 2019 Facility

Ladies and Gentlemen:

We have acted as counsel to VTR BRTL Mount Sinai, LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware and authorized to transact business in the State of New York (the "**Assignee**" and "**Company**"), in connection with the preparation of:

i. a certain Assignment, Assumption and Amendment Agreement, dated as of August 13, 2025 (the "**Assignment, Assumption and Amendment Agreement**"), among HSRE-EB Mount Sinai, LLC, a Delaware limited liability company (the "**Assignor**"), the Town of Brookhaven Industrial Development Agency (the "**Agency**") and the Assignee;

ii. a certain Assignment and Assumption of Company Lease, dated August 13, 2025 (the "**Assignment of Company Lease**"), by and between the Assignor and the Assignee, with consent by the Agency); and

iii. a certain Assignment and Assumption of Lease Agreement, dated August 13, 2025 (the "**Assignment of Lease Agreement**"), by and between the Assignor and the Assignee, with consent by the Agency;

all with respect to the assignment and assumption of the Agency's HSRE-EB Mount Sinai, LLC 2019 Facility.

We have examined originals or certified copies of proceedings of the Company, the consent of member of the Company and executed counterparts of the Assignment, Assumption and Amendment Agreement, the Assignment of Company Lease and the Assignment of Lease Agreement (collectively, the "**Company Documents**").

We have also examined copies, certified or otherwise identified to our satisfaction, of such documents and records of the Company and of such other documents and matters as we have considered necessary or appropriate under the circumstances to render the following opinions.

Based on the foregoing, it is our opinion that:

1. The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and authorized to transact business in the State of New York and is in good standing under the laws of the State Delaware and the State of New York and in every jurisdiction where such authorization is required by the nature of its business and property, and has full power and authority to own its property and assets and to conduct its business. There is no restriction under federal law or state law which would prohibit the Company from owning, operating or leasing the Facility (as such term is defined in the Lease Agreement).

2. The Company has the power and authority to execute and deliver the Company Documents, and the Company Documents have been duly authorized, executed and delivered by the Assignee and are valid and enforceable obligations of the Assignee in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting the enforcement of creditors' rights generally, and subject to general principles of equity.

3. The Company has, as of the date hereof, assumed all of the obligations of the Assignor under the Company Lease Agreement, dated as of January 1, 2019 (the "**Original Company Lease**"), by and between the Assignor and the Agency (collectively, the Original Company Lease and the Assignment, Assumption and Amendment Agreement are the "**Company Lease**").

4. Neither the validity nor the enforceability of the Lease Agreement or any other document delivered on the date hereof shall be adversely affected by the Assignment, Assumption and Amendment Agreement.

5. No authorization or approval of any public regulatory body is required with respect to the transactions on the part of the Company contemplated by any of the Company Documents.

6. Neither the execution nor the delivery of any of the Company Documents, nor the consummation of the transactions on the part of the Company therein contemplated, nor compliance with the terms, conditions or provisions thereof, contravenes the Company's Articles of Organization or Operating Agreement nor, to the best of our knowledge, after due inquiry, contravenes any provision of applicable law or regulations or any order, decree, writ or injunction, or, to the best of our knowledge, after due inquiry, requires consent under, or will result in a material breach of or constitute (with due notice and/or lapse of time) a material default under, any credit agreement, indenture, purchase agreement, guaranty or other instrument of which we have knowledge and to which the Company is a party or by which the Company is bound.

7. To the best of our knowledge, no Event of Default by the Company specified in any of the Company Documents and no event which, with notice or lapse of time or both, would become an Event of Default as specified in any such Company Documents has occurred or is continuing.

8. To the best of our knowledge, there is no litigation pending or threatened in any court, either state or federal, which calls into question the creation, organization or existence of the Company, the validity of any of the Company Documents, the authority of the Company to make or perform any of the Company Documents, nor is the Company in default with respect to any order of any court, governmental authority, or arbitration board or tribunal.

Very truly yours,

JOHN C. FARRELL

JCF:

NIXON PEABODY

Attorneys at Law
nixonpeabody.com
@NixonPeabodyLLP

Elizabeth A. Wood
Senior Paralegal
T 585-263-1211
ewood@nixonpeabody.com

Nixon Peabody LLP
211 High Point Drive, Suite 100
Victor, New York 14564

August 14, 2025

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Felix Wienclaw
Sole Assessor
Town of Brookhaven
One Independence Hill
Farmingville, New York 11738

RE: Town of Brookhaven Industrial Development Agency ("**Agency**")
(HSRE-EB Mount Sinai, LLC 2019 Facility)
Property Address: 400 Sutton Court, Mount Sinai, New York
Tax Map No.: 0200-118.00-03.00-004.002

Dear Mr. Wienclaw:

Enclosed please find a completed Form RP-412-a Application for Real Property Tax Exemption related to the above-referenced transaction which originally closed on January 9, 2019.

On August 13, 2025, the Town of Brookhaven Industrial Development Agency (the "**Agency**") entered into an Assignment, Assumption and Amendment Agreement with HSRE-EB Mount Sinai, LLC, a Delaware limited liability company authorized to transact business in the State of New York (the "**Assignor**") and VTR BRTL Mount Sinai, LLC, a Delaware limited liability company authorized to transact business in the State of New York (the "**Assignee**") by which the Assignor has assigned all of its rights, title and interests in the Facility (as defined therein) to the Assignee and the Agency consented to such assignment. A copy of the Assignment, Assumption and Amendment Agreement is enclosed as Exhibit A.

The payments-in-lieu of such taxes and assessments ("**PILOT Payments**") and the original term of the PILOT have not changed. The purpose of this letter is to notify you of the new ownership of the Facility and request you update your records accordingly. The mailing address for the Assignee is as follows:

VTR BRTL Holtsville, LLC
500 North Hurstbourne Parkway, Suite 200
Louisville, Kentucky 40222

Please contact our office if you should have any questions. Thank you.

Very truly yours,

Beth Wood

Elizabeth A. Wood
Senior Paralegal

Enclosure

cc: Distribution List (w/encls.)

Distribution List

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Edward P. Romaine
Suffolk County Executive
H. Lee Dennison Building
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, New York 11788-0099

Dan Panico
Town Supervisor
Town of Brookhaven
One Independence Hill
Farmingville, New York 11738

Louis J. Marcoccia
Receiver of Taxes
One Independence Hill, Suite 110
Farmingville, New York 11738

Dr. Christine Criscione
Superintendent of Schools
Mount. Sinai School District
118 North Country Road
Mt. Sinai, New York 11766

FIRST CLASS MAIL

Lisa MG Mulligan
Chief Executive Officer
Town of Brookhaven Industrial
Development Agency
One Independence Hill, 2nd Floor
Farmingville, New York 11738

Annette Eaderesto, Esq.
Town Attorney
Town of Brookhaven
One Independence Hill, 3rd Floor
Farmingville, New York 11738

NYS BOARD OF REAL PROPERTY SERVICES RP-412-a (1/95)

INDUSTRIAL DEVELOPMENT AGENCIES
APPLICATION FOR REAL PROPERTY TAX EXEMPTION
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

Name Town of Brookhaven Industrial Development Agency
Street 1 Independence Hill, 3rd Floor
City Farmingville
Telephone no. Day ( )
Evening ( )
Contact Lisa MG Mulligan
Title Chief Executive Officer

2. OCCUPANT (IF OTHER THAN IDA)
(If more than one occupant attach separate listing)

Name VTR BRTL Mount Sinai, LLC
Street 500 North Hurstbourne Parkway, Suite 200
City Louisville, Kentucky 40222
Telephone no. Day ( )
Evening ( )
Contact Christian N. Cummings
Title President

3. DESCRIPTION OF PARCEL

a. Assessment roll description (tax map no.,/roll year) 0200-118.00-03.00-004.002 (f/k/a part of Lot 004.001)
b. Street address 400 Sutton Court
c. City, Town or Village Brookhaven
d. School District Mt. Sinai
e. County Suffolk
f. Current assessment unavailable
g. Deed to IDA (date recorded; liber and page) see 5#e

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

a. Brief description (include property use)
to be used as an assisted living and memory care facility to be known as The Bristal at Mount Sinai

b. Type of construction unavailable
c. Square footage app 109,000 sq ft
d. Total cost app. $65,145,000
e. Date construction commenced unavailable
f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA) November 30, 2032

5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION
(Attach copy of the agreement or extract of the terms relating to the project).

a. Formula for payment see attached "PILOT Schedule"

b. Projected expiration date of agreement November 30, 2032

c. Municipal corporations to which payments will be made

	Yes	No
County Suffolk	✔	
Town/City Brookhaven	✔	
Village Brookhaven		
School District Mt. Sinai	✔	

d. Person or entity responsible for payment

Name Christian N. Cummings
Title President

Address 500 North Hurstbourne Parkway
Suite 200, Louisville, Kentucky 40222

e. Is the IDA the owner of the property? Yes/No (circle one)
If "No" identify owner and explain IDA rights or interest in an attached statement. The IDA obtained a leasehold interest pursuant to a Lease Agreement, dated as of January 1, 2019, as assigned on 8/ /25

Telephone _____

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one) Yes ✔ No

If yes, list the statutory exemption reference and assessment roll year on which granted:
exemption GML 874 assessment roll year 2019

7. A copy of this application, including all attachments, has been mailed or delivered on 08/14/25 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, Lisa MG Mulligan, (Name), Chief Executive Officer (Title) of Town of Brookhaven Industrial Development Agency (Organization) hereby certify that the information on this application and accompanying papers constitutes a true statement of facts.

August 13, 2025
Date

Lisa Mulligan
Signature

FOR USE BY ASSESSOR

1. Date application filed _____
2. Applicable taxable status date _____
3a. Agreement (or extract) date _____
3b. Projected exemption expiration (year) _____
4. Assessed valuation of parcel in first year of exemption $ _____
5. Special assessments and special as valorem levies for which the parcel is liable:

_____

_____

_____ _____
Date Assessor's signature

EXHIBIT A

Assignment Assumption and Amendment Agreement

TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY
(TOWN OF BROOKHAVEN, NEW YORK)

and

HSRE-EB MOUNT SINAI, LLC

and

VTR BRTL MOUNT SINAI, LLC

ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT

Dated August 13, 2025

Town of Brookhaven Industrial Development Agency
(Assignment of HSRE-EB Mount Sinai, LLC 2019 Facility)

Property Address: 400 Sutton Court, Mount Sinai, New York 11716

Tax Map No.: 0200-118.00-03.00-004.002 (f/k/a part of Lot 004.001)

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ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT, dated August 13, 2025 (this "**Assignment, Assumption and Amendment Agreement**"), is by and among the TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation duly organized and existing under the laws of the State of New York, having its principal office at 1 Independence Hill, 2nd Floor, Farmingville, New York 11738 (the "**Agency**"), HSRE-EB MOUNT SINAI, LLC, a limited liability company organized and existing under the laws of the State of Delaware and authorized to transact business in the State of New York, having its principal office at 300 Jericho Turnpike, Suite 100, Jericho, New York 11753 (the "**Assignor**" and, before the Effective Date (as defined herein), the "**Original Company**"), and VTR BRTL MOUNT SINAI, LLC, a limited liability company organized and existing under the laws of the State of Delaware and authorized to transact business in the State of New York, having its principal office at c/o Ventas Healthcare Realty, LLC, c/o Ventas, Inc., 300 LaSalle Drive, Suite 1600, Chicago, Illinois 60654 (the "**Assignee**" and, after the Effective Date (as defined herein), the "**Company**").

RECITAL

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York (the "**State**");

WHEREAS, the aforesaid act authorizes the creation of industrial development agencies for the Public Purposes of the State;

WHEREAS, the aforesaid act further authorizes the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State and empowers such agencies, among other things, to acquire, reconstruct, renovate, refurbish, equip, lease, sell and dispose of land and any building or other improvement, and all real and personal property, including but not limited to machinery and equipment deemed necessary in connection therewith, whether now in existence or under construction, which shall be suitable for manufacturing, civic, warehousing, research, commercial, recreation or industrial facilities, in order to advance job opportunities, health, general prosperity and the economic welfare of the people of the State and to improve their standard of living;

WHEREAS, pursuant to and in accordance with the provisions of the aforesaid act and Chapter 358 of the Laws of 1970 of the State of New York, as amended (collectively, the "**Act**"), the Agency was created and is empowered to undertake the providing of financing and leasing of the Facility defined below;

WHEREAS, the Agency previously provided assistance to the Original Company in connection with the (A) the acquisition of an approximately 6.5 acre parcel of land located at 400 Sutton Court, Mount Sinai, Town of Brookhaven, New York (also known as Tax Map No. 0200-118.00-03.00-004.002 (f/k/a part of Lot 004.001)) (the "**Land**"), (B) the construction, equipping and furnishing of a two (2) story 120 unit assisted living facility

including approximately 137 beds and common areas consisting of dining facilities, recreational areas, common meeting and reading areas, and other amenities catering to the needs of local seniors and the furnishing thereof including, but not limited to furniture, appliances in the units, kitchen equipment, telephone systems, audio-visual equipment, security equipment and exercise equipment, including an approximately 1,200 square foot space to be leased by the Original Company to a tenant as a hair salon and (C) the construction of (i) roadways, drive aisles and parking for approximately 90 vehicles and sidewalks, lighting and landscaping, (ii) a new wastewater collection system to be connected to an existing sanitary manhole being part of the Suffolk County Sewer District #2 (Talmadge Woods sewage treatment plant), (iii) storm-water drainage facilities in the forms of dry-well systems, culverts, collection and drain pipes to manage storm-water from new impervious areas on-site, and (iv) utility service connections including electrical, gas, water service, cable and internet service (subsections (B) and (C) are collectively, the "**Equipment**" and "**Improvements**"; and together with the Land, the "**Facility**"), which Facility is leased by the Agency to the Original Company, and used by the Original Company as an assisted living and memory care facility known as The Bristal at Mt. Sinai (the "**Project**"); and

WHEREAS, the Agency previously acquired a leasehold interest in the Facility pursuant to a certain Company Lease Agreement, dated as of January 1, 2019 (the "**Original Company Lease**"), and a certain Bill of Sale (the "**Original Bill of Sale**"), dated January 9, 2019, each from the Original Company to the Agency; and

WHEREAS, the Agency is currently leasing the Facility to the Original Company pursuant to a certain Lease and Project Agreement, dated as of January 1, 2019 (the "**Original Lease Agreement**"; and, together with the Original Company Lease and the Original Bill of Sale, the "**Assignor Documents**"), between the Agency and the Original Company; and

WHEREAS, the Assignee has requested the Agency's consent to the (i) sale and transfer of the Land and the Improvements by and from the Assignor to the Assignee, (ii) assignment by the Assignor of all of its rights, title, interest, duties, liabilities and obligations under the Original Company Lease and the Original Lease Agreement, and certain other agreements in connection with the Facility to the Assignee and the assumption by the Assignee of all of such rights, title, interest, duties, liabilities and obligations of the Assignor under the Original Company Lease and the Original Lease Agreement, and certain other agreements in connection with the Facility, and (iii) the release of the Assignor from any further liability with respect to the Facility, subject to certain requirements of the Agency, all pursuant to the terms of, among other things, this Assignment, Assumption and Amendment Agreement; and

WHEREAS, the Assignee will lease the premises to an operating company, VOP BRTL Mount Sinai, LLC ("**OpCo**"). OpCo will then enter into an operating lease with EB Care at Mount Sinai LLC, the existing licensed operator, which will continue as operator immediately following the closing of the transaction. Ultimate Seniors Management LLC, an affiliate of the current manager of the assisted living community, will manage the Facility after the closing of the transaction; and

WHEREAS, pursuant to Section 9.3 of the Original Lease Agreement, the Facility may be assigned, in whole or in part, with the prior written consent of the Agency; and

WHEREAS, the Agency has consented to (i) the sale and transfer of the Land and the Improvements by and from the Assignor to the Assignee, and, in connection therewith, (ii) the assignment by the Assignor and the assumption by the Assignee of the Assignor's interests in the Facility and the Agency will thereafter lease the Facility to the Assignee; and

WHEREAS, the Original Company Lease shall be assigned by the Assignor to the Assignee and assumed by the Assignee pursuant to a certain Assignment and Assumption of Company Lease, dated August 13, 2025 (the "**Assignment of Company Lease**", and together with the Original Company Lease and this Assignment, Assumption, and Amendment Agreement, the "**Company Lease**"), by and between the Assignor and the Assignee, and consented to by the Agency, to be recorded in the Suffolk County Clerk's Office; and

WHEREAS, the Original Lease Agreement shall be assigned by the Assignor to the Assignee and assumed by the Assignee pursuant to a certain Assignment and Assumption of Lease and Project Agreement, dated August 13, 2025 (the "**Assignment of Lease Agreement**", and together with the Original Lease Agreement and this Assignment, Assumption, and Amendment Agreement, the "**Lease Agreement**"), by and between the Assignor and the Assignee, and consented to by the Agency, to be recorded in the Suffolk County Clerk's Office. The Company Lease, the Lease Agreement, and this Assignment, Assumption, and Amendment Agreement, are collectively, the "**Assignee Documents**"; and

WHEREAS, subject to the Agency's consent, which consent is given pursuant to Section 3.2 hereof, the Assignee shall assume the Assignor's leasehold estate and reversionary interest in the Facility created pursuant to the Company Lease and the Lease Agreement, including but not limited to, all of the right, title, interest, liability, duty and obligations of the Assignor under the Company Lease and the Lease Agreement, in each case, first arising on and after the Effective Date; and

WHEREAS, on the terms set forth herein, the Assignee has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transaction contemplated by the assignment of the interest in the Facility from the Assignor to the Assignee, as more particularly set forth in Article V herein.

AGREEMENT

For and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto do hereby mutually agree as follows:

ARTICLE I
DEFINITIONS

All capitalized terms used in this Assignment, Assumption and Amendment Agreement and not otherwise defined herein shall have the meanings assigned thereto in the Schedule of Definitions attached to the Lease Agreement as Schedule A. In the event a

capitalized term is defined in the body of this Assignment, Assumption and Amendment Agreement, the meaning assigned to such capitalized term in the body of this Assignment, Assumption and Amendment Agreement shall govern and control.

All references in the Company Lease or the Lease Agreement to "this Company Lease Agreement" or "the Company Agreement" or "this Lease Agreement" or "the Lease Agreement", or words of similar import, and the terms "hereby", "hereof", "hereto", "herein", "hereunder", "thereby", "thereof", "thereto", "therein", "thereunder" and any similar terms as used in any such instrument or agreement shall be deemed to refer to such instrument or agreement as amended, modified, supplemented and assigned by this Assignment, Assumption and Amendment Agreement.

ARTICLE II
REPRESENTATIONS AND COVENANTS OF ASSIGNOR AND ASSIGNEE

Section 2.1 Representation and Covenants of Assignor.

(a) The Assignor is a limited liability company, organized in and existing under the laws of the State of Delaware and authorized to transact business in the State of New York, is in good standing under the laws of the State of Delaware and the State of New York, and has full legal right, power and authority to execute, deliver and perform each of the Assignor Documents and the other documents contemplated thereby. Each of the Assignor Documents and the other documents contemplated thereby has been duly authorized, executed and delivered by the Assignor.

(b) Each of the Assignor Documents and the other documents contemplated thereby constitutes a legal, valid and binding obligation of the Assignor enforceable against the Assignor in accordance with its terms.

Section 2.2 Representation and Covenants of Assignee.

(a) The Assignee is a limited liability company, organized in and existing under the laws of the State of Delaware and is authorized to transact business in the State of New York, is in good standing under the laws of the State of New York and the State of Delaware, and has full legal right, power and authority to execute, deliver and perform each of the Assignee Documents and the other documents contemplated thereby. Each of the Assignee Documents and the other documents contemplated thereby has been duly authorized, executed and delivered by the Assignee.

(b) Neither the execution and delivery of any of the Assignee Documents and the other documents contemplated thereby or the consummation of the transactions contemplated thereby nor the fulfillment of or compliance with the provisions of any of the Assignee Documents and the other documents contemplated thereby will conflict with or result in a breach of or constitute a default under (i) any of the terms, conditions or provisions of any law or ordinance of the State or any political subdivision thereof, the Assignee's Articles of Organization or Operating Agreement, as amended, or (ii) any restriction or any agreement or instrument to which the Assignee is a party or by which it is bound, or result in the creation or imposition of any Lien of any nature upon any of the Property of the Assignee

under the terms of any such law, ordinance, Articles of Organization or Operating Agreement, as amended, modified, or restated, except for Permitted Encumbrances.

(c) Each of the Assignee Documents and the other documents contemplated thereby constitutes a legal, valid and binding obligation of the Assignee enforceable against the Assignee in accordance with its terms.

(d) The Facility is and will continue to be a "project" as such quoted term is defined in the Act. The Assignee will not take any action, or fail to take any action, which action or failure to act would cause the Facility not to constitute a "project" as such quoted term is defined in the Act.

(e) The Assignee hereby represents to the Agency that the transaction contemplated in this Assignment, Assumption and Amendment Agreement does not result in the removal of an industrial or manufacturing plant from one area of the State to another area of the State or in the abandonment of one or more plants of the Facility occupant(s) located in the State, unless the Agency's involvement with the Facility (i) is reasonably necessary to discourage the Facility occupant(s) from removing such other plant or facility to a location outside the State, or (ii) is reasonably necessary to preserve the competitive position of the Facility occupant(s) in their respective industry.

ARTICLE III
ASSIGNMENT, ASSUMPTION AND AMENDMENT

Section 3.1 Effective Date, Assignment, Assumption and Amendment, Agency Certification, Consents.

(a) As used herein, the "Effective Date" shall mean August 13, 2025.

(b) Upon the Effective Date, the Assignor hereby grants, transfers, assigns, delivers and conveys to the Assignee all of its rights, title, interest, obligations, liabilities and duties (including its reversionary rights under the Original Lease Agreement) under the Assignor Documents (provided that with respect to any obligations, liabilities and duties, such assignment shall relate only to obligations, liabilities and duties first arising on or after the Effective Date with respect to events first occurring on after the Effective Date).

(c) On and after the Effective Date the Assignee hereby assumes all of the Assignor's rights, title, interest, obligations, liabilities and duties relating to the Facility to the extent first arising on and after the Effective Date with respect to events first occurring on and after the Effective Date, including, but not limited to, all of its rights, title, interest, obligations, liabilities and duties (provided that with respect to any obligations, liabilities and duties, such assumption shall relate only to obligations, liabilities and duties arising on or after the Effective Date with respect to events first occurring on and after the Effective Date) under Assignor Documents (including its reversionary rights under the Original Lease Agreement).

(d) The Agency, the Assignor and the Assignee acknowledge that a Memorandum of the Assignment of Company Lease, and a Memorandum of the Assignment of Lease

Agreement will each be executed by the Agency, the Assignor and the Assignee and delivered to the Suffolk County Clerk's office to effectuate the assignment and assumption of the Original Company Lease and the Original Lease Agreement.

Section 3.2 Consent by Agency. In accordance with Section 9.3 of the Lease Agreement, the Agency hereby consents to the assignment by the Assignor to the Assignee pursuant to Section 3.1(b) above and the assumption by the Assignee pursuant to Section 3.1(c) above, and otherwise subject to the terms, conditions and limitations described herein. Furthermore, the Agency hereby consents to the sale and transfer of the Land and Improvements by and from the Assignor to the Assignee.

ARTICLE IV
RELEASE

Section 4.1 Release of the Assignor by the Agency.

(a) On and after the Effective Date, but only upon receipt of an opinion of counsel to the Assignee that this Assignment, Assumption and Amendment Agreement is duly authorized, executed and delivered by the Assignee, the receipt of which is hereby confirmed, the Agency hereby releases the Assignor from all of its obligations, liabilities and duties relating to the Facility, including, but not limited to, all of its rights, title, interest, obligation, liabilities and duties under the Assignor Documents.

(b) Notwithstanding anything herein to the contrary, Assignor is hereby not released from its obligations, liabilities or duties under the Original Company Lease or the Original Lease Agreement arising prior to the Effective Date (the "**Prior Obligations**"), including, without limiting the generality of the foregoing, the obligations of the Assignor to indemnify and defend the Agency and to hold harmless the Agency under the Assignor Documents irrespective of whether a particular cause of action in connection with such Prior Obligations was commenced or commences before or after the Effective Date.

ARTICLE V
INDEMNIFICATION

Section 5.1 Assignee's Indemnification of Agency. The Assignee shall and does indemnify the Agency against, and agrees to defend and hold the Agency harmless from, all liabilities, obligations, actions, suits, proceedings or claims and all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with the Original Company Lease and the Original Lease Agreement, first arising on and after the Effective Date with respect to events first occurring on and after the Effective Date except Prior Obligations. In addition, the Assignee shall and does indemnify the Agency, and agrees to defend and hold the Agency harmless from any of the Assignee's obligations to indemnify and hold harmless the Agency under Section 8.2 of the Original Lease Agreement, first arising on and after the Effective Date with respect to events first occurring on and after the Effective Date except Prior Obligations.

Section 5.2 Assignor's Indemnification of Agency. The Assignor shall and does indemnify the Agency against, and, agrees to defend and hold the Agency harmless from, all

liabilities, obligations, actions, suits, proceedings or claims and all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with the Assignor Documents, arising prior to the Effective Date, in addition to any other Prior Obligations.

ARTICLE VI
AMENDMENT AND MODIFICATION OF COMPANY LEASE AND LEASE AGREEMENT

Section 6.1 Amendment and Modification of Company Lease. The Assignee and the Agency agree that the Company Lease is amended and modified as of the Effective Date as follows:

(a) The Company Lease is hereby amended and modified in all respects to reflect that the Assignee is now leasing the Facility to the Agency as defined herein. Accordingly, all references in the Company Lease to the "Company" are hereby amended and modified to reflect the following definition:

> "Company" means VTR BRTL Mount Sinai, LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware and authorized to transact business in the State of New York, and its successors and assigns.

(b) Any notices required to be delivered to the Company pursuant to the terms of the Company Lease shall be delivered as provided in Section 7.1 hereof.

Section 6.2 Amendment and Modification of Lease Agreement. The Assignee and the Agency agree that the Lease Agreement is amended and modified as of the Effective Date as follows:

(a) The Lease Agreement is hereby amended and modified in all respects to reflect that the Agency is now leasing the Facility to the Assignee as defined herein. Accordingly, all references in the Lease Agreement to the "Company" are hereby amended and modified to reflect the following definition:

> "Company" means VTR BRTL Mount Sinai, LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware and authorized to transact business in the State of New York, and its successors and assigns.

(b) Any notices required to be delivered to the Company pursuant to the terms of the Lease Agreement shall be delivered as provided in Section 7.1 hereof.

ARTICLE VII
MISCELLANEOUS

Section 7.1 Notices. All notices, certificates and other communications hereunder or under any other Assignee Document shall be either delivered personally or sent by certified mail, return receipt requested, or delivered by any national overnight express delivery service (in each case, postage or delivery charges paid by the party giving such communication), addressed as follows or to such other address as any party may specify in writing to the others:

To the Agency:

Town of Brookhaven Industrial Development Agency
1 Independence Hill, 2nd Floor
Farmingville, New York 11738
Attention: Chief Executive Officer

To the Assignee:

VTR BRTL Mount Sinai, LLC
500 North Hurstbourne Parkway, Suite 200
Louisville, Kentucky 40222
Attention:

With a copy to:

Farrell Fritz, P.C.
400 RXR Plaza
Uniondale, New York 11556
Attention: Peter L. Curry, Esq.

To the Assignor:

HSRE-EB Mount Sinai, LLC
300 Jericho Turnpike, Suite 100,
Jericho, New York 11753
Attention: Steven Krieger, Jan Burman and Craig Masheb

Notice by mail shall be effective when delivered but if not yet delivered shall be deemed effective at 12:00 p.m. on the Third Business Day after mailing with respect to certified mail and one Business Day after mailing with respect to overnight mail.

Section 7.2 Binding Effect. This Assignment, Assumption and Amendment Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

Section 7.3 Severability. In the event any provision of this Assignment, Assumption and Amendment Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other

provision hereof.

Section 7.4 Amendments, Changes and Modifications. This Assignment, Assumption and Amendment Agreement may not be amended, changed, modified, altered or terminated except in a writing executed by the parties hereto.

Section 7.5 Execution of Counterparts. This Assignment, Assumption and Amendment Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.6 Applicable Law. This Assignment, Assumption and Amendment Agreement shall be governed exclusively by the applicable laws of the State without regard or reference to its conflict of laws principles.

Section 7.7 Section Headings Not Controlling. The headings of the several Sections in this Assignment, Assumption and Amendment Agreement have been prepared for convenience of reference only and shall not control or affect the meaning of or be taken as an interpretation of any provision of this Assignment, Assumption and Amendment Agreement.

Section 7.8 Ratification of Documents. Except as otherwise amended and modified by this Assignment, Assumption and Amendment Agreement, the Original Lease Agreement and the Original Company Lease Agreement described herein are hereby ratified and confirmed and remain in full force and effect.

Section 7.9 Waiver of Jury Trial. EACH OF THE PARTIES HERETO, TO THE FULLEST EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVES, RELINQUISHES AND FOREVER FORGOES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS AGREEMENT.

(Remainder of Page Intentionally Left Blank – Signature Pages Follow)

IN WITNESS WHEREOF, the Agency, the Assignor and the Assignee have caused this Assignment, Assumption and Amendment Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

THE AGENCY:

TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Name: Lisa MG Mulligan
Title: Chief Executive Officer

STATE OF NEW YORK)
: ss
COUNTY OF SUFFOLK)

On the 11th day of August in the year 2025, before me, the undersigned, personally appeared **Lisa MG Mulligan**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.

_____
Notary Public

JOCELYN B. LINSE
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01LI6351400
QUALIFIED IN SUFFOLK COUNTY
MY COMMISSION EXPIRES DECEMBER 5, 2028

ASSIGNOR:

HSRE-EB MOUNT SINAI, LLC a Delaware limited liability company

By: _____
Name: Steven Krieger
Title: Authorized Representative

STATE OF NEW YORK)
) ss.
COUNTY OF NASSAU)

On the 11 day of August in the year 2025, before me, the undersigned, a notary public in and for said state, personally appeared **Steven Krieger,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Jessica F. Colabella
Notary Public

JESSICA F. COLABELLA
Notary Public, State of New York
No. 01CO6137529
Qualified in Nassau County
Commission Expires November 28, 2025

ASSIGNEE:

VTR BRTL MOUNT SINAI, LLC, a Delaware limited liability company

By: _____
Name: Christian N. Cummings
Title: President

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On the 8th day of August in the year 2025, before me, the undersigned, a notary public in and for said state, personally appeared **Christian N. Cummings,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

OFFICIAL SEAL
WILLIAM JAMES SMITH
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 11/18/25

NIXON PEABODY

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Senior Paralegal
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Nixon Peabody LLP
211 High Point Drive, Suite 100
Victor, New York 14564

August 14, 2025

VIA FEDERAL EXPRESS

Jean Ryan, Sr. Title Officer
BSD Land Services, LLC
515 Rockaway Avenue
Valley Stream, New York 11581

Re: Re: Title No. BSD-015952

Town of Brookhaven Industrial Development Agency
Assignment of HSRE-EB Mount Sinai, LLC 2019 Facility

Property Address: 400 Sutton Court, Mount Sinai, New York 11716

Tax Map Number: Tax Map No. 0200-118.00-03.00-004.002 (f/k/a part of Lot 004.001))

Dear Jean:

Our office in transaction counsel to the Town of Brookhaven Industrial Development Agency (the "**Agency**") in connection with the above-referenced transaction. It is our understanding that your office will in record (or file) or cause the recording or filing, as appropriate in the office of the Clerk of Suffolk County, the following documents:

1. Assignment and Assumption of Company Lease (between HSRE-EB Mount Sinai, LLC (the "**Original Company**" and VTR BRTL Mount Sinai, LLC (the "**Company**") and consented to by the Agency, together with Form TP-584* (and a copy of the Assignment, Assumption and Amendment Agreement, dated August 13, 2025 – the copy of the Assignment, Assumption and Amendment Agreement is being provided *for presentation purposes only*, it is **not** to be recorded).

2. Assignment and Assumption of Lease and Project Agreement (between the Original Company and the Company and consented to by the Agency, together with Form TP-584* and a copy of the Assignment, Assumption and Amendment Agreement, dated August 13, 2025 (the copy of the Assignment, Assumption and Amendment Agreement is being provided *for presentation purposes only*, it is **not** to be recorded).

- Note the Agency's signature pages to the TP-584's will arrive under separate cover.

The Agency requires that your office cause the enclosed items to be presented for recording in the Suffolk County Clerk's office within ten (10) days from closing.

Kindly sign below to indicate your receipt of this information and your willingness to act as escrow agent in accordance with the terms hereof. Thank you.

Very truly yours,

Beth Wood

Elizabeth A. Wood
Senior Paralegal

Accepted and agreed to this ___ day of August, 2025.

RECEIPT ACKNOWLEDGED
AND CONSENTED TO:

BSD Land Services, LLC

By: _____
Printed Name:

Please PDF a signed copy to Beth Wood at ewood@nixonpeabody.com

Town of Brookhaven Industrial Development Agency
(HSRE-EB Mount Sinai, LLC 2019 Facility) – 2025 Assignment

Distribution List

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AGENCY

Town of Brookhaven Industrial Development Agency
1 Independence Hill, 2nd Floor
Farmingville, New York 11738

Lisa MG Mulligan, Chief Executive Officer E-mail: lmulligan@brookhavenida.org

Jocelyn Linse, Executive Assistant
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AGENCY'S COUNSEL

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Marie Maag E-mail: Marie@eaderestolaw.com

COMPANY ("ASSIGNEE")

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c/o Ventas Healthcare Realty, LLC
c/o Ventas, Inc.
300 LaSalle Drive, Suite 1600
Chicago, Illinois 60654

Christian N. Cummings, President
Tel: 502-357-9039 E-mail: ccummings@ventasreit.com

COMPANY'S COUNSEL

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400 RXR Plaza
Uniondale, New York 11556

Peter Curry, Esq.
Tel: 516-227-0698 E-mail: pcurry@farrellfritz.com

ORIGINAL COMPANY ("ASSIGNOR")

HSRE-EB Mount Sinai, LLC
67 Clinton Road
Garden City, New York 11530

Steven Krieger, Authorized Signatory
Tel: 516-747-1200 E-mail: steven@engelburman.com

ORIGINAL COMPANY'S COUNSEL

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Uniondale, New York 11556

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