

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 Holtsville, LLC 2015 Facility).

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

Voting Aye

Braun
Callahan
Scheidt
Trotta
Grucci
Rose

Voting Nay

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
HOLTSVILLE, 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 Holtsville, LLC (the “**Original Company**”), in connection with the acquisition, construction, equipping and furnishing of an industrial development facility (i) the acquisition of a parcel of land totaling approximately 5.89 acres located at 2000 North Ocean Avenue, Farmingville, Town of Brookhaven, County of Suffolk, New York (the “**Land**”), and (ii) the construction, equipping and furnishing of a four-story above-grade approximately 120,000 square foot building to be located thereon consisting of approximately 140 assisted living units and 150 beds, for use by elderly citizens in the community as a fully integrated residence including living, dining, housekeeping, personal laundry and transportation services (collectively, the “**Facility**”), which Facility is currently leased by the Agency to the Original Company and used by the Original Company as an assisted living residential facility (the “**Project**”); and

WHEREAS, the Agency previously acquired a leasehold interest in the Facility pursuant to a certain Company Lease Agreement, dated as of August 1, 2015 (the “**Original Company Lease**”), and a certain Bill of Sale (the “**Original Bill of Sale**”), dated August 11, 2015, 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 Agreement, dated as of August 1, 2015 (the “**Original Lease Agreement**”), by and between the Agency and the Original Company; and

WHEREAS, in connection with the leasing and subleasing of the Facility, the Agency and the Original Company entered into a certain Environmental Compliance and Indemnification Agreement, dated as of August 1, 2015 (the “**Environmental Compliance and Indemnification Agreement**”), whereby the Original Company provided representations and warranties in connection with environmental matters related to the Facility; and

WHEREAS, in connection with the leasing and subleasing of the Facility, the Agency and the Original Company entered into a certain Payment-in-Lieu-of Tax Agreement, dated

as of August 1, 2015 (the “**Original PILOT Agreement**”), whereby the Original Company agreed to make payments in lieu of taxes on the Facility; and

WHEREAS, the Agency and the Original Company entered into a certain Recapture Agreement, dated as of August 1, 2015 (the “**Recapture Agreement**”), by and between the Agency and the Original Company in order to reflect the repayment obligations of the Original Company upon the occurrence of a Recapture Event (as defined therein); and

WHEREAS, VTR BRTL Holtsville, LLC, a Delaware limited liability company, on behalf of itself and/or the principals of VTR BRTL Holtsville, 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 Lease Agreement, the Environmental Compliance and Indemnification Agreement, the PILOT Agreement and the Recapture Agreement, and certain other agreements in connection with 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, 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 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**”), by and between the Original Company and the Company, and consented to by the Agency; and

WHEREAS, the Lease Agreement, PILOT Agreement, the Recapture Agreement and the Environmental Compliance and Indemnification Agreement, as assigned, shall be amended and restated pursuant to a certain Amended and Restated Lease and Project Agreement, 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 "**Amended and Restated Lease Agreement**"), by and between the Agency, as lessor, and the Company, as lessee, and a memorandum of such Amended and Restated Lease Agreement, shall be recorded in the Suffolk County Clerk's office; 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, the Assignment of Lease Agreement and the Amended and Restated 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, the Amended and Restated Lease Agreement 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, the Environmental Compliance and Indemnification Agreement, the PILOT Agreement, the Recapture 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 Amended and Restated Lease Agreement) pursuant to terms of the Amended and Restated Lease Agreement and as assigned by the Original Company to the Company in accordance with the Assignment and Assumption Agreement and the Amended and Restated Lease 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, the Environmental Compliance and Indemnification Agreement, the PILOT Agreement, the Recapture 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, the Environmental Compliance and Indemnification Agreement, the PILOT Agreement, the Recapture Agreement; and

(h) The Assignment and Assumption Agreement, the Assignment of Lease, the Amended and Restated Lease Agreement 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, the Environmental Compliance and Indemnification Agreement, the PILOT Agreement, the Recapture 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, the Environmental Compliance and Indemnification Agreement, the PILOT Agreement, the Recapture 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, (v) execute, deliver and perform the Amended and Restated Lease Agreement and (vi) 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 Amended and Restated 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 Amended and Restated Lease Agreement.

Section 7. The form and substance of the Assignment and Assumption Agreement, the Assignment of Company Lease, the Assignment of Lease Agreement, the Amended and Restated 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.

Section 9.

(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, the Amended and Restated 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 10. 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 11. 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 12. 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 13. 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

Date: March 29, 2023

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 29th day of March, 2023, the following members of the Agency were:

Present: Frederick C. Braun III, Chairman
Martin Callahan, Treasurer
Ann-Marie Scheidt, Secretary
Mitchell H. Pally, Member

Recused:

Excused: Felix J. Grucci, Jr., Vice Chair
Gary Pollakusky, Asst. Secretary
Frank C. Trotta, Asst. Treasurer

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
William F. Weir, Esq., Transaction Counsel (via Zoom)
Howard Gross, Esq., Transaction Counsel (via Zoom)

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 consent to a refinancing in connection with a certain industrial development facility more particularly described below (HSRE-EB Holtsville, LLC 2015 Facility).

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

Voting Aye

Braun
Callahan
Scheidt
Pally

Voting Nay

RESOLUTION OF THE TOWN OF BROOKHAVEN INDUSTRIAL
DEVELOPMENT AGENCY CONSENTING TO A REFINANCING
AND TO THE CONTINUED LEASING OF THE FACILITY TO
HSRE-EB HOLTSVILLE, LLC AND APPROVING THE FORM,
SUBSTANCE, EXECUTION AND DELIVERY OF SUCH
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 may be 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 certain industrial development projects as authorized by the Act; and

WHEREAS, the Agency previously provided assistance to HSRE-EB Holtsville, LLC (the "**Company**"), in connection with the acquisition, construction, equipping and furnishing of an industrial development facility (i) the acquisition of a parcel of land totaling approximately 5.89 acres located at 2000 North Ocean Avenue, Farmingville, Town of Brookhaven, County of Suffolk, New York (the "**Land**"), and (ii) the construction, equipping and furnishing of a four-story above-grade approximately 120,000 square foot building to be located thereon consisting of approximately 140 assisted living units and 150 beds, for use by elderly citizens in the community as a fully integrated residence including living, dining, housekeeping, personal laundry and transportation services (collectively, the "**Facility**"), which Facility is currently leased by the Agency to the Company and used by the Company as an assisted living residential facility (the "**Project**"); and

WHEREAS, the Agency previously acquired subleasehold interest in the Land and the Improvements pursuant to a certain Company Lease Agreement, dated as of August 1, 2015 (the "**Company Lease**"), by and between the Company and the Agency, a memorandum of which Company Lease was to be recorded in the office of the Suffolk County Clerk;

WHEREAS, the Agency previously acquired title to the Equipment pursuant to a certain Bill of Sale, dated August 11, 2015 (the "**Bill of Sale**"), from the Company to the Agency; and

WHEREAS, the Agency is currently sub-subleasing and leasing the Facility to the Company, pursuant to a certain Lease Agreement, dated as of August 1, 2015 (the "**Lease Agreement**"), by and between the Agency and the Company; and

WHEREAS, the Agency and the Company previously mortgaged their respective rights in the property described on Exhibit A attached to the Lease Agreement to Wells Fargo Bank, National Association ("**Original Lender**"), pursuant to (i) a Building Loan Fee, Leasehold and Subleasehold Mortgage, Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated August 11, 2015 (the "**Existing Building Loan Mortgage**"), in the amount of \$24,897,977.00, and (ii) a Project Loan Fee, Leasehold and Subleasehold Mortgage, Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated August 11, 2015 (the "**Existing Project Loan Mortgage**"; and, together with the Existing Building Loan Mortgage, the "**Existing Mortgages**"), in the amount of \$5,549,720.00, which Existing Mortgages were recorded separately in the Suffolk County Clerk's office; and

WHEREAS, the Existing Project Loan Mortgage is evidenced by a certain Project Loan Note, dated August 1, 2015 from the Company to Original Lender (as amended, the **"Existing Project Note"**) and the Existing Building Loan Mortgage is evidenced by a certain Building Loan Note, dated August 1, 2015, from the Company to Original Lender (as amended, the **"Existing Building Note"**); and together with the Existing Project Note, **"Existing Notes"**); and

WHEREAS, the Agency previously consented to a request by the Company, (i) to extend the Maturity Date of the Existing Mortgages, from August 11, 2020 to August 11, 2022, and (ii) to make certain amendments to the Loan Documents all as set forth, defined and subject to the terms and accordance of a certain Second Amendment to Loan Documents, dated as of September 18, 2020 (the **"Second Amendment to Loan Documents"**), between the Company and the Original Lender and consented to by the Agency; and

WHEREAS, the Company previously requested the Agency's consent to the Second Amendment to Loan Documents pursuant to a certain Consent, Reaffirmation, Agreement and Amendment of Master Lease and Operating Lease (the **"Second Amendment Consent"**), from the Agency to the Original Lender; and

WHEREAS, the Agency also previously consented to a request by the Company, (i) to extend the Maturity Date of the Existing Mortgages to December 8, 2022, and (ii) to make certain amendments to the Loan Documents all as set forth, defined and subject to the terms and accordance of a certain Third Amendment to Loan Documents, dated as of August 22, 2022 (the **"Third Amendment to Loan Documents"**), between the Company and the Original Lender and consented to by the Agency; and

WHEREAS, the Company also previously requested the Agency's consent to the Third Amendment to Loan Documents pursuant to a certain Consent, Reaffirmation, Agreement and Amendment of Master Lease and Operating Lease (the **"Third Amendment Consent"**), from the Agency to the Original Lender; and

WHEREAS, the Agency also previously consented to a request by the Company, (i) to extend the Maturity Date of the Existing Mortgages to March 31, 2023, and (ii) to make certain amendments to the Loan Documents all as set forth, defined and subject to the terms and accordance of a certain Fourth Amendment to Loan Documents, dated as of January, 2023 (the **"Fourth Amendment to Loan Documents"**), between the Company and the Original Lender and consented to by the Agency; and

WHEREAS, the Company also previously requested the Agency's consent to the Fourth Amendment to Loan Documents pursuant to a certain Consent, Reaffirmation, Agreement and Amendment of Master Lease and Operating Lease (the **"Fourth Amendment Consent"**), from the Agency to the Original Lender; and

WHEREAS, the Company, by letter dated March 9, 2023, from counsel to the Company, has now notified the Agency of a certain refinancing and that the Company intends to enter into a Consolidated, Amended and Restated Fee, Leasehold and Subleasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated a date to be determined (the

“Consolidated Mortgage”), from the Company and the Agency to Synovus Bank (the **“2023 Lender”**), securing the principal amount of approximately \$31,800,000; and

WHEREAS, the 2023 Lender intends to acquire the Existing Notes and the Existing Mortgages from the Original Lender, and in connection therewith, the Company and the Agency may also enter into a gap mortgage; and

WHEREAS, further the Company confirms that it is not seeking any additional economic assistance from the Agency; and

WHEREAS, the Company has requested the Agency’s consent to the Consolidated Mortgage; and

WHEREAS, the Agency will consent to the Consolidated Mortgage and enter into a certain Agreement Regarding Company Lease and Estoppel Certificate (the **“Company Lease Estoppel”**) and an Agreement Regarding Lease Agreement and Estoppel Certificate (the **“Lease Agreement Estoppel”**), each dated a date to be determined (collectively, the **“Estoppel Certificates”**), from the Agency to the 2023 Lender; 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 Company has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transactions contemplated by the Consolidated Mortgage and the continued leasing and sub-subleasing of the Facility;

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.
- (b) The Facility continues to constitute a “project”, as such term is defined in the Act.
- (c) The Consolidated Mortgage will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the Town of Brookhaven and the State of New York and improve their standard of living and thereby serve the public purposes of the Act.
- (d) The Consolidated Mortgage is reasonably necessary to induce the Company to maintain and expand its business operations in the State of New York.

- (e) Based upon representations of the Company and its counsel, the Facility continues to conform with the local zoning laws and planning regulations of the Town of Brookhaven and all regional and local land use plans for the area in which the Facility is located.
- (f) It is desirable and in the public interest for the Agency to consent to the Consolidated Mortgage.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) consent to the Consolidated Mortgage; (ii) execute, deliver and perform the Estoppel Certificates and the Consolidated Mortgage (and a gap mortgage, if contemplated within the Consolidated Mortgage), and (iii) execute, deliver and perform such related documents as may be, in the judgment of the Chairman, Vice Chairman, Chief Executive Officer or counsel to the Agency, necessary or appropriate to effect the transactions contemplated by this resolution.

Section 3. Subject to the provisions of this resolution and the Lease Agreement, the Agency hereby consents to the Consolidated Mortgage and all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such Consolidated Mortgage are hereby approved, ratified and confirmed.

Section 4.

(a) Subject to the provisions of this resolution and the Lease Agreement, the Chairman, Chief Executive Officer, and all other members of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Estoppel Certificates, the Consolidated Mortgage (and a gap mortgage, if contemplated within the Consolidated Mortgage) and such documents as may be, in the judgment of the Chairman and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "**Agency Documents**"). The execution thereof by the Chairman, Chief Executive Officer, or any member of the Agency shall constitute conclusive evidence of such approval; and

(b) The Chairman, Chief Executive Officer, and any member of the Agency are further hereby authorized, on behalf of the Agency, to designate any additional authorized representatives of the Agency.

Section 5. Subject to the provisions of this resolution and the Lease Agreement, 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 6. Any expenses incurred by the Agency with respect to the transactions contemplated herein shall be paid by the Company. The Company shall agree 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 7. This resolution shall take effect immediately.

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

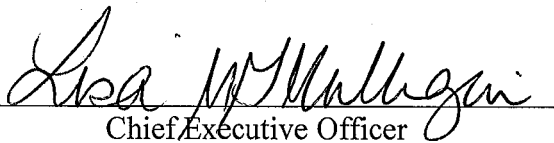
I, the undersigned Chief Executive Officer of the Town of Brookhaven Industrial Development Agency, DO HEREBY CERTIFY:

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 29th day of March, 2023, 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.

I FURTHER CERTIFY that public notice of the time and place of said meeting was duly given to the public and the news media in accordance with the New York Open Meetings Law, constituting Chapter 511 of the Laws of 1976 of the State of New York, that all members of said Agency had due notice of said meeting and that the meeting was in all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 29th day of March, 2023.

By 
Chief Executive Officer

Date: January 11, 2023

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 11th day of January, 2023, the following members of the Agency were:

Present: Frederick C. Braun III, Chairman
Martin Callahan, Treasurer
Ann-Marie Scheidt, Secretary (via Zoom)
Gary Pollakusky, Asst. Secretary
Frank C. Trotta, Asst. Treasurer (via Zoom)
Mitchell H. Pally, Member

Recused: Mitchell H. Pally, Member

Excused: Felix J. Grucci, Jr., Vice Chair

Also Present: Lisa M. G. Mulligan, Chief Executive Officer
Lori LaPonte, Chief Financial Officer
Amy Illardo, Director of Marketing and Project Development
John LaMura, Deputy Director
Jocelyn Linse, Executive Assistant
Terri Alkon, Administrative Assistant (via Zoom)
Annette Eaderesto, Esq., Counsel to the Agency
William F. Weir, Esq., Transaction Counsel
Howard Gross, Esq., Transaction Counsel (via Zoom)

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 consent to a Fourth Amendment to Loan Documents in connection with a certain industrial development facility more particularly described below (HSRE-EB Holtsville, LLC 2015 Facility).

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

Voting Aye

Braun
Callahan
Scheidt
Pollakusky
Trotta

Voting Nay

RESOLUTION OF THE TOWN OF BROOKHAVEN INDUSTRIAL
DEVELOPMENT AGENCY CONSENTING TO A FOURTH
AMENDMENT TO LOAN DOCUMENTS AND TO THE
CONTINUED LEASING OF THE FACILITY TO HSRE-EB
HOLTSVILLE, LLC AND APPROVING THE FORM,
SUBSTANCE, EXECUTION AND DELIVERY OF SUCH
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 may be 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 certain industrial development projects as authorized by the Act; and

WHEREAS, the Agency previously provided assistance to HSRE-EB Holtsville, LLC (the "**Company**"), in connection with the acquisition, construction, equipping and furnishing of an industrial development facility (i) the acquisition of a parcel of land totaling approximately 5.89 acres located at 2000 North Ocean Avenue, Farmingville, Town of Brookhaven, County of Suffolk, New York (the "**Land**"), and (ii) the construction, equipping and furnishing of a four-story above-grade approximately 120,000 square foot building to be located thereon consisting of approximately 140 assisted living units and 150 beds, for use by elderly citizens in the community as a fully integrated residence including living, dining, housekeeping, personal laundry and transportation services (collectively, the "**Facility**"), which Facility is currently leased by the Agency to the Company and used by the Company as an assisted living residential facility (the "**Project**"); and

WHEREAS, the Agency previously acquired subleasehold interest in the Land and the Improvements pursuant to a certain Company Lease Agreement, dated as of August 1, 2015 (the "**Company Lease**"), by and between the Company and the Agency, a memorandum of which Company Lease was to be recorded in the office of the Suffolk County Clerk;

WHEREAS, the Agency previously acquired title to the Equipment pursuant to a certain Bill of Sale, dated August 11, 2015 (the "**Bill of Sale**"), from the Company to the Agency; and

WHEREAS, the Agency is currently sub-subleasing and leasing the Facility to the Company, pursuant to a certain Lease Agreement, dated as of August 1, 2015 (the "**Lease Agreement**"), by and between the Agency and the Company; and

WHEREAS, the Agency and the Company previously mortgaged their respective rights in the property described on Exhibit A attached to the Lease Agreement to Wells Fargo Bank, National Association ("**Lender**"), pursuant to (i) a Building Loan Fee, Leasehold and Subleasehold Mortgage, Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated August 11, 2015 (the "**Building Loan Mortgage**"), in the amount of \$24,897,977.00, and (ii) a Project Loan Fee, Leasehold and Subleasehold Mortgage, Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated August 11, 2015 (the "**Project Loan Mortgage**"; and, together with the Building Loan Mortgage, the "**Mortgages**"), in the amount of \$5,549,720.00, which Mortgages were recorded separately in the Suffolk County Clerk's office; and

WHEREAS, the Agency previously consented to a request by the Company, (i) to extend the Maturity Date of the Mortgages, from August 11, 2020 to August 11, 2022, and (ii) to make certain amendments to the Loan Documents all as set forth, defined and subject to the terms and accordance of a certain Second Amendment to Loan Documents, dated as of September 18, 2020 (the “**Second Amendment to Loan Documents**”), between the Company and the Lender and consented to by the Agency; and

WHEREAS, the Company previously requested the Agency’s consent to the Second Amendment to Loan Documents pursuant to a certain Consent, Reaffirmation, Agreement and Amendment of Master Lease and Operating Lease (the “**Second Amendment Consent**”), from the Agency to the Lender; and

WHEREAS, the Agency also previously consented to a request by the Company, (i) to extend the Maturity Date of the Mortgages to December 8, 2022, and (ii) to make certain amendments to the Loan Documents all as set forth, defined and subject to the terms and accordance of a certain Third Amendment to Loan Documents, dated as of August 22, 2022 (the “**Third Amendment to Loan Documents**”), between the Company and the Lender and consented to by the Agency; and

WHEREAS, the Company also previously requested the Agency’s consent to the Third Amendment to Loan Documents pursuant to a certain Consent, Reaffirmation, Agreement and Amendment of Master Lease and Operating Lease (the “**Third Amendment Consent**”), from the Agency to the Lender; and

WHEREAS, the Company, by letter dated December 20, 2022, from counsel to the Company, has now notified the Agency that the Lender has agreed to extend the Maturity Date (as defined in the Loan Documents), from December 8, 2022 to March 31, 2023 and the Company intends to make certain amendments to the Loan Documents all as set forth, defined and subject to the terms and accordance of a certain Short Term Extension Letter, dated a date to be determined (the “**Fourth Amendment to Loan Documents**”), between the Company and the Lender and consented to by the Agency; and

WHEREAS, further the Company confirms that it is not borrowing any additional funds from the Lender and the Company is not seeking any additional economic assistance from the Agency; and

WHEREAS, the Company has requested the Agency’s consent to the Fourth Amendment to Loan Documents; and

WHEREAS, the Agency will consent to the Fourth Amendment to Loan Documents pursuant to this resolution and a certain Consent and Reaffirmation of Agency, dated a date to be determined (the “**Consent**”), from the Agency to the Lender; 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 Company has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transactions contemplated by the Consent and the continued leasing and sub-subleasing of the Facility;

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.
- (b) The Facility continues to constitute a "project", as such term is defined in the Act.
- (c) The Fourth Amendment to Loan Documents will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the Town of Brookhaven and the State of New York and improve their standard of living and thereby serve the public purposes of the Act.
- (d) The Fourth Amendment to Loan Documents is reasonably necessary to induce the Company to maintain and expand its business operations in the State of New York.
- (e) Based upon representations of the Company and its counsel, the Facility continues to conform with the local zoning laws and planning regulations of the Town of Brookhaven and all regional and local land use plans for the area in which the Facility is located.
- (f) It is desirable and in the public interest for the Agency to consent to the Fourth Amendment to Loan Documents.
- (g) The Consent will be an effective instrument whereby the Agency will provide its consent to the Fourth Amendment to Loan Documents.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) consent to the Fourth Amendment to Loan Documents; (ii) execute, deliver and perform the Consent, and (iii) execute, deliver and perform such related documents as may be, in the judgment of the Chairman, Vice Chairman, Chief Executive Officer or counsel to the Agency, necessary or appropriate to effect the transactions contemplated by this resolution.

Section 3. Subject to the provisions of this resolution, the Lease Agreement and the Consent, the Agency hereby consents to the Fourth Amendment to Loan Documents and all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such Fourth Amendment to Loan Documents are hereby approved, ratified and confirmed.

Section 4.

(a) Subject to the provisions of this resolution and the Lease Agreement, the Chairman, Chief Executive Officer, and all other members of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Consent and such documents as may be, in the judgment of the Chairman and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "**Agency Documents**"). The execution thereof by the Chairman, Chief Executive Officer, or any member of the Agency shall constitute conclusive evidence of such approval; and

(b) The Chairman, Chief Executive Officer, and any member of the Agency are further hereby authorized, on behalf of the Agency, to designate any additional authorized representatives of the Agency.

Section 5. Subject to the provisions of this resolution and the Lease Agreement, 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 6. Any expenses incurred by the Agency with respect to the transactions contemplated herein shall be paid by the Company. The Company shall agree 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 7. This resolution shall take effect immediately.

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

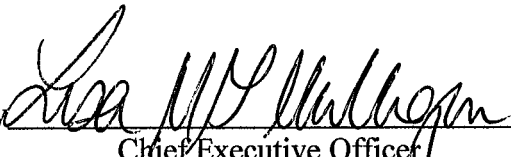
I, the undersigned Chief Executive Officer of the Town of Brookhaven Industrial Development Agency, DO HEREBY CERTIFY:

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 11th day of January, 2023, 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.

I FURTHER CERTIFY that public notice of the time and place of said meeting was duly given to the public and the news media in accordance with the New York Open Meetings Law, constituting Chapter 511 of the Laws of 1976 of the State of New York, that all members of said Agency had due notice of said meeting and that the meeting was in all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 11th day of January, 2023.

By 
Chief Executive Officer

Date: August 17, 2022

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 17th day of August, 2022, the following members of the Agency were:

Present: Frederick C. Braun III, Chairman
Felix J. Grucci, Jr., Vice Chair (via Zoom)
Martin Callahan, Treasurer
Ann-Marie Scheidt, Secretary
Gary Pollakusky, Asst. Secretary (via Zoom)
Frank C. Trotta, Asst. Treasurer

Recused:

Excused:

Also Present: Lisa M. G. Mulligan, Chief Executive Officer
Lori LaPonte, Chief Financial Officer
Jocelyn Linse, Executive Assistant
Amy Illardo, Administrative Assistant
Annette Eaderesto, Esq., Counsel to the Agency
Barry Carrigan, Esq., 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 consent to a Third Amendment to Loan Documents in connection with a certain industrial development facility more particularly described below (HSRE-EB Holtsville, LLC 2015 Facility).

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

Voting Aye

Braun
Grucci
Callahan
Scheidt
Pollakusky
Trotta

Voting Nay

RESOLUTION OF THE TOWN OF BROOKHAVEN INDUSTRIAL
DEVELOPMENT AGENCY CONSENTING TO A THIRD
AMENDMENT TO LOAN DOCUMENTS AND TO THE
CONTINUED LEASING OF THE FACILITY TO HSRE-EB
HOLTSVILLE, LLC AND APPROVING THE FORM,
SUBSTANCE, EXECUTION AND DELIVERY OF SUCH
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 may be 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 certain industrial development projects as authorized by the Act; and

WHEREAS, the Agency previously provided assistance to HSRE-EB Holtsville, LLC (the “**Company**”), in connection with the acquisition, construction, equipping and furnishing of an industrial development facility (i) the acquisition of a parcel of land totaling approximately 5.89 acres located at 2000 North Ocean Avenue, Farmingville, Town of Brookhaven, County of Suffolk, New York (the “**Land**”), and (ii) the construction, equipping and furnishing of a four-story above-grade approximately 120,000 square foot building to be located thereon consisting of approximately 140 assisted living units and 150 beds, for use by elderly citizens in the community as a fully integrated residence including living, dining, housekeeping, personal laundry and transportation services (collectively, the “**Facility**”), which Facility is currently leased by the Agency to the Company and used by the Company as an assisted living residential facility (the “**Project**”); and

WHEREAS, the Agency previously acquired subleasehold interest in the Land and the Improvements pursuant to a certain Company Lease Agreement, dated as of August 1, 2015 (the “**Company Lease**”), by and between the Company and the Agency, a memorandum of which Company Lease was to be recorded in the office of the Suffolk County Clerk;

WHEREAS, the Agency previously acquired title to the Equipment pursuant to a certain Bill of Sale, dated August 11, 2015 (the “**Bill of Sale**”), from the Company to the Agency; and

WHEREAS, the Agency is currently sub-subleasing and leasing the Facility to the Company, pursuant to a certain Lease Agreement, dated as of August 1, 2015 (the “**Lease Agreement**”), by and between the Agency and the Company; and

WHEREAS, the Agency and the Company previously mortgaged their respective rights in the property described on Exhibit A attached to the Lease Agreement to Wells Fargo Bank, National Association (“**Lender**”), pursuant to (i) a Building Loan Fee, Leasehold and Subleasehold Mortgage, Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated August 11, 2015 (the “**Building Loan Mortgage**”), in the amount of \$24,897,977.00, and (ii) a Project Loan Fee, Leasehold and Subleasehold Mortgage, Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated August 11, 2015 (the “**Project Loan Mortgage**”); and, together with the Building Loan Mortgage, the

“Mortgages”), in the amount of \$5,549,720.00, which Mortgages were recorded separately in the Suffolk County Clerk’s office; and

WHEREAS, the Agency previously consented to a request by the Company, (i) to extend the Maturity Date of the Mortgages, from August 11, 2020 to August 11, 2022, and (ii) to make certain amendments to the Loan Documents all as set forth, defined and subject to the terms and accordance of a certain Second Amendment to Loan Documents, dated as date to be determined (the **“Second Amendment to Loan Documents”**), between the Company and the Lender and consented to by the Agency; and

WHEREAS, the Company previously requested the Agency’s consent to the Second Amendment to Loan Documents pursuant to a certain Consent, Reaffirmation, Agreement and Amendment of Master Lease and Operating Lease (the **“Second Amendment Consent”**), from the Agency to the Lender; and

WHEREAS, the Company has now notified the Agency that it intends to make certain amendments to the Loan Documents all as set forth, defined and subject to the terms and accordance of a certain Third Amendment to Loan Documents, dated as date to be determined (the **“Third Amendment to Loan Documents”**), between the Company and the Lender and consented to by the Agency; and

WHEREAS, the Company has requested the Agency’s consent to the Third Amendment to Loan Documents; and

WHEREAS, the Agency will consent to the Third Amendment to Loan Documents pursuant to this resolution and a certain Consent, Reaffirmation, Agreement and Amendment of Agency, dated a date to be determined (the **“Consent”**), from the Agency to the Lender; 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;

WHEREAS, the Company has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transactions contemplated by the Consent and the continued leasing and sub-subleasing of the Facility

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.
- (b) The Facility continues to constitute a “project”, as such term is defined in the Act.

- (c) The Third Amendment to Loan Documents will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the Town of Brookhaven and the State of New York and improve their standard of living and thereby serve the public purposes of the Act.
- (d) The Third Amendment to Loan Documents is reasonably necessary to induce the Company to maintain and expand its business operations in the State of New York.
- (e) Based upon representations of the Company and its counsel, the Facility continues to conform with the local zoning laws and planning regulations of the Town of Brookhaven and all regional and local land use plans for the area in which the Facility is located.
- (f) It is desirable and in the public interest for the Agency to consent to the Third Amendment to Loan Documents.
- (g) The Consent will be an effective instrument whereby the Agency will provide its consent to the Third Amendment to Loan Documents.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) consent to the Third Amendment to Loan Documents; (ii) execute, deliver and perform the Consent, and (iii) execute, deliver and perform such related documents as may be, in the judgment of the Chairman, Vice Chairman, Chief Executive Officer or counsel to the Agency, necessary or appropriate to effect the transactions contemplated by this resolution.

Section 3. Subject to the provisions of this resolution, the Lease Agreement and the Consent, the Agency hereby consents to the Third Amendment to Loan Documents things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such Third Amendment to Loan Documents are hereby approved, ratified and confirmed.

Section 4.

(a) Subject to the provisions of this resolution and the Lease Agreement, the Chairman, Chief Executive Officer, and all other members of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Consent and such documents as may be, in the judgment of the Chairman and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the “**Agency Documents**”). The execution thereof by the Chairman, Chief Executive Officer, or any member of the Agency shall constitute conclusive evidence of such approval; and

(b) The Chairman, Chief Executive Officer, and any member of the Agency are further hereby authorized, on behalf of the Agency, to designate any additional authorized representatives of the Agency.

Section 5. Subject to the provisions of this resolution and the Lease Agreement, 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 6. Any expenses incurred by the Agency with respect to the transactions contemplated herein shall be paid by the Company. The Company shall agree 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 7. 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 17th day of August, 2022, 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.

I FURTHER CERTIFY that public notice of the time and place of said meeting was duly given to the public and the news media in accordance with the New York Open Meetings Law, constituting Chapter 511 of the Laws of 1976 of the State of New York, that all members of said Agency had due notice of said meeting and that the meeting was in all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 17th day of August, 2022.

By _____
Chief Executive Officer

Date: September 16, 2020

At a meeting of the Town of Brookhaven Industrial Development Agency (the "Agency"), held electronically via webinar on the 16th day of September, 2020, the following members of the Agency were:

Present: Frederick C. Braun III, Chairman
Felix J. Grucci, Jr., Vice Chair
Martin Callahan, Treasurer
Scott Middleton, Asst. Treasurer
Ann-Marie Scheidt, Secretary
Gary Pollakusky, Asst. Secretary
Frank C. Trotta, Member

Recused:

Excused:

Also Present: Lisa M.G. Mulligan, Chief Executive Officer
Lori LaPonte, Chief Financial Officer
James M. Tullo, Deputy Director
Jocelyn Linse, Executive Assistant
Terri Alkon, Administrative Assistant
Amy Illardo, Administrative Assistant
Annette Eaderesto, Esq., Counsel to the Agency
William F. Weir, Esq., Transaction Counsel
Howard R. Gross, Esq., 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 consent to a mortgage financing in connection with a certain industrial development facility more particularly described below (HSRE-EB Holtsville, LLC 2015 Facility).

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

Voting Aye

Braun
Grucci
Callahan
Middleton
Scheidt
Pollakusky
Trotta

Voting Nay

RESOLUTION OF THE TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY AUTHORIZING A MORTGAGE FINANCING AND THE EXECUTION AND DELIVERY OF LOAN DOCUMENTS IN CONNECTION THEREWITH FOR THE HSRE-EB HOLTSVILLE, LLC 2015 FACILITY AND APPROVING THE FORM, SUBSTANCE, EXECUTION AND DELIVERY OF SUCH 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 the same may be 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 certain industrial development projects as authorized by the Act; and

WHEREAS, the Agency previously provided assistance to HSRE-EB Holtsville, LLC (the "**Company**"), in connection with the acquisition, construction, equipping and furnishing of an industrial development facility (i) the acquisition of a parcel of land totaling approximately 5.89 acres located at 2000 North Ocean Avenue, Farmingville, Town of Brookhaven, County of Suffolk, New York (the "**Land**"), and (ii) the construction, equipping and furnishing of a four-story above-grade approximately 120,000 square foot building to be located thereon consisting of approximately 140 assisted living units and 150 beds, for use by elderly citizens in the community as a fully integrated residence including living, dining, housekeeping, personal laundry and transportation services (collectively, the "**Facility**"), which Facility is currently leased by the Agency to the Company and used by the Company as an assisted living residential facility (the "**Project**"); and

WHEREAS, the Agency previously acquired subleasehold interest in the Land and the Improvements pursuant to a certain Company Lease Agreement, dated as of August 1, 2015 (the "**Company Lease**"), by and between the Company and the Agency, a memorandum of which Company Lease was to be recorded in the office of the Suffolk County Clerk;

WHEREAS, the Agency previously acquired title to the Equipment pursuant to a certain Bill of Sale, dated August 11, 2015 (the "**Bill of Sale**"), from the Company to the Agency; and

WHEREAS, the Agency is currently sub-subleasing and leasing the Facility to the Company, pursuant to a certain Lease Agreement, dated as of August 1, 2015 (the "**Lease Agreement**"), by and between the Agency and the Company; and

WHEREAS, the Agency and the Company previously mortgaged their respective rights in the property described on Exhibit A attached to the Lease Agreement to Wells Fargo Bank, National Association ("**Lender**"), pursuant to (i) a Building Loan Fee, Leasehold and Subleasehold Mortgage, Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated August 11, 2015 (the "**Building Loan Mortgage**"), in the amount of \$24,897,977.00, and (ii) a Project Loan Fee, Leasehold and Subleasehold Mortgage, Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated August 11, 2015 (the "**Project Loan Mortgage**"; and, together with the Building Loan Mortgage, the

“Mortgages”), in the amount of \$5,549,720.00, which Mortgages were recorded separately in the Suffolk County Clerk’s office; and

WHEREAS, the Agency previously consented to a request by the Company, (i) to extend the Maturity Date of the Mortgages, from August 11, 2020 to August 11, 2022, and (ii) to make certain amendments to the Loan Documents all as set forth, defined and subject to the terms and accordance of a certain Second Amendment to Loan Documents, dated as date to be determined (the **“Amendment to Loan Documents”**), between the Company and the Lender and consented to by the Agency; and

WHEREAS, the Company has now requested that the Agency consent to enter into a mortgage with the Lender to provide a second mortgage loan with respect to the Facility in the principal amount presently expected to be \$200,000 (the **“Second Loan”**); and

WHEREAS, as security for such Second Loan being made to the Company by the Lender, the Company has submitted a request to the Agency that it join with the Company in executing and delivering to the Lender one or more mortgages and such other loan documents, satisfactory to the Agency, upon advice of counsel, in both form and substance, as may be reasonably requested by the Lender (the **“Second Loan Documents”**); 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;

WHEREAS, the Company has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transactions contemplated by the financing or refinancing of the Facility and the continued leasing and subleasing of the Facility.

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.
- (b) The Facility continues to constitute a “project”, as such term is defined in the Act.
- (c) The Facility preserves the public purposes of the Act by increasing the number of private sector jobs in the Town of Brookhaven.
- (d) The financing or refinancing of the acquisition, renovation and equipping of the Facility 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.

- (e) The financing or refinancing of the acquisition, renovation and equipping of the Facility as contemplated in this resolution is reasonably necessary to maintain the competitive position of the Company in its industry.
- (f) 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 and all regional and local land use plans for the area in which the Facility is located.
- (g) It is desirable and in the public interest for the Agency to assist in the financing or refinancing of the acquisition, construction and equipping of the Facility.
- (h) The Second Loan Documents will be effective instruments whereby the Agency and the Company agree to secure the Second Loan and assign to the Lender their respective rights under the Lease Agreement (except the Agency's Unassigned Rights as defined therein).

Section 2.

In consequence of the foregoing, the Agency hereby determines to: (i) grant a mortgage on and security interest in and to the Facility pursuant to a certain mortgage and security agreement for the benefit of the Lender (the "**Second Mortgage**"), (ii) authorize the execution and delivery of the Second Mortgage, and (vi) execute, deliver and perform the Second Loan Documents to which the Agency is a party, as may be necessary or appropriate to effect the Second Loan or any subsequent refinancing of the Second Mortgage, provided, however, the Company shall be required to pay the mortgage recording tax on the full principal amount of the Second Mortgage

Section 3. Subject to the provisions of this resolution and the Lease Agreement, the Agency is hereby authorized to do all things necessary or appropriate for the execution, delivery and performance of the Second Loan Documents and Second Mortgage, and such other related documents as may be necessary or appropriate to effect the Second Loan, or any subsequent refinancing of the Second Loan, and all acts heretofore taken by the Agency with respect to such financing or refinancing are hereby approved, ratified and confirmed.

Section 4.

(a) Subject to the provisions of this resolution and the Lease Agreement; the Chairman, Chief Executive Officer, and all other members of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Second Mortgage and Second Loan Documents, together with such other related documents as may be, in the judgment of the Chairman and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "**Agency Documents**"). The execution thereof by the Chairman, Chief Executive Officer, or any member of the Agency shall constitute conclusive evidence of such approval; and

(b) the Chairman, Chief Executive Officer, and any member of the Agency are further hereby authorized, on behalf of the Agency, to designate any additional authorized representatives of the Agency.

Section 5. Subject to the provisions of this resolution and the Lease Agreement, 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 6. Any expenses incurred by the Agency with respect to the financing or refinancing of the Facility 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 financing or refinancing of the Facility.

Section 7. This resolution shall take effect immediately.

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

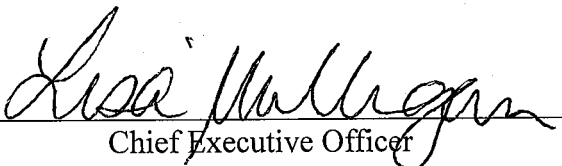
I, the undersigned Chief Executive Officer of the Town of Brookhaven Industrial Development Agency, DO HEREBY CERTIFY:

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 September, 2020, 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.

I FURTHER CERTIFY that, due to the Novel Coronavirus (COVID-19) Emergency State and Federal bans on large meetings or gatherings and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020, as amended and extended to date, permitting local governments to hold public hearings by telephone and video conference and/or similar device, the Agency's Board Meeting on September 16, 2020 (the "**Board Meeting**"), was held electronically via webinar instead of a public meeting open for the public to attend in person. Members of the public were advised, via the Agency's website, to listen to the Board Meeting by logging into <https://us02web.zoom.us/j/82747555028?pwd=K0lWbnhTd0g0TTFsbDc1NXFkRCtadz09>, and were further advised that the Minutes of the Board Meeting would be transcribed and posted on the Agency's website, and that all members of said Agency had due notice of said meeting and that the meeting was in all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 16th day of September, 2020.

By 
Chief Executive Officer