

THIRD AMENDMENT OF LEASE AGREEMENT

This THIRD AMENDMENT OF LEASE AGREEMENT, dated as of September 1, 2020 (this “**Third Amendment of Lease Agreement**”), is made by and between 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**”), as lessor, and **THE VISTAS OF PORT JEFFERSON LLC**, a limited liability company, duly organized and validly existing under the laws of the State of New York, having its principal office at 377 Oak Street, Suite 110, Garden City, New York 11530 (the “**Company**”), as lessee.

RECITALS

WHEREAS, the Agency was created by Chapter 358 of the Laws of 1970 of the State of New York, as amended, pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended (collectively, the “**Act**”); and

WHEREAS, the Agency is assisting the Company in: (a) the acquisition and construction of a senior housing rental community with approximately 244 senior citizen rental housing units and appurtenances (the “**Improvements**”), located or to be located on an approximately 27.324 acre parcel of land situated at Bicycle Path, Port Jefferson Station, Town of Brookhaven, Suffolk County, New York (and further identified as Tax Map No. 0200-229.00-01.00-002.16 (formerly, 0200-229.00-01.00-002.11 through 002.15 and 0200-206.00-05.00-040.001)) (the “**Land**”), and (b) the acquisition and installation thereof of equipment and other personal property (the “**Equipment**”) (the Land, Improvements and Equipment may be collectively referred to as the “**Facility**”), which Facility is initially leased by the Agency to the Company for sublease of the rental units by the Company to qualified senior residents of at least 55 years of age (the “**Project**”); and

WHEREAS, the Agency leases from the Company the Land and Improvements under a certain Company Lease Agreement, dated as of July 1, 2018 (the “**Company Lease Agreement**”), a memorandum of which Company Lease Agreement was to be recorded in the Suffolk County Clerk’s Office, and

WHEREAS, the Agency subleases and leases the Facility to the Company under a certain Lease and Project Agreement, dated as of July 1, 2018 (the “**Original Lease Agreement**”), a memorandum of which Original Lease Agreement was to be recorded in the Suffolk County Clerk’s Office, and

WHEREAS, the Company previously requested an increase of \$400,000.00 in the sales and use tax exemption benefits granted by the Agency to the Company under the Original Lease Agreement by reason of the increased costs of the construction and equipping of the Project (the “**First Sales and Use Tax Increase**”); and

WHEREAS, the Agency, by resolution duly adopted on January 9, 2019, approved the First Sales and Use Tax Increase; and

WHEREAS, the Agency and the Company memorialized the First Sales and Use Tax Increase pursuant to an Amendment of Lease Agreement, dated January 9, 2019 (the **“First Amendment of Lease Agreement”**); and

WHEREAS, the Company thereafter requested a further increase of \$750,000.00 in the sales and use tax exemption benefits granted by the Agency to the Company under the Original Lease Agreement, as amended by the First Amendment of Lease Agreement, by reason of the increased costs of materials for the construction and equipping of the Project (the **“Second Sales and Use Tax Increase”**); and

WHEREAS, the Agency, by resolution duly adopted on July 17, 2019, approved the Second Sales and Use Tax Increase; and

WHEREAS, the Agency and the Company memorialized the Second Sales and Use Tax Increase pursuant to a Second Amendment of Lease Agreement, dated as of July 17, 2019 (the **“Second Amendment of Lease Agreement”**); and

WHEREAS, the Company thereafter requested that the commencement of the abatement of real estate taxes previously granted under the Original Lease Agreement, as amended, be advanced so as to commence with the 2020/21 Tax Year rather than the 2022/23 Tax Year (the **“PILOT Advance”**); and

WHEREAS, the Agency, by resolution duly adopted on July 15, 2020, approved the PILOT Advance; and

WHEREAS, the Agency and the Company agree that the PILOT Advance will be effectuated pursuant to this Third Amendment of Lease Agreement (this Third Amendment of Lease Agreement, together with the First Amendment of Lease Agreement, Second Amendment of Lease Agreement and the Original Lease Agreement, the **“Lease Agreement”**).

NOW THEREFORE, THE PARTIES, IN CONSIDERATION OF ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, EACH TO THE OTHER PAID, RECEIPT WHEREOF AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, MUTUALLY AGREE THAT EFFECTIVE SEPTEMBER 1, 2020, THE ORIGINAL LEASE AGREEMENT, AS AMENDED BY THE FIRST AMENDMENT OF LEASE AGREEMENT AND SECOND AMENDMENT OF LEASE AGREEMENT, IS FURTHER AMENDED AS FOLLOWS:

1. The definition of **“Lease Agreement”** shall mean the Lease and Project Agreement, dated as of July 1, 2018, as amended by the First Amendment of Lease Agreement, the Second Amendment of Lease Agreement and this Third Amendment of Lease Agreement, between the Agency and the Company.

2. This Third Amendment of Lease Agreement shall be deemed incorporated in and made a part of the Original Lease Agreement, as amended by the First Amendment of Lease Agreement and the Second Amendment of Lease, as fully as if set forth therein

at length.

3. As inducement to the Agency to enter into this Third Amendment to Lease Agreement, the Company hereby represents and warrants that: (i) the Company's representations and warranties set forth in the Lease Agreement are true, accurate and complete as of and as if made on the date hereof; (ii) the Lease Agreement and the Company Lease Agreement are in full force and effect, have not been modified or amended except as stated herein, and contain the entire agreement between the Agency and the Company with respect to the Lease Agreement, the Company Lease Agreement and the Project; (iii) neither the Agency nor the Company is in default under any of the terms, covenants or provisions of the Lease Agreement or the Company Lease Agreement, and no event has occurred or is continuing which, immediately or with the passage of time, or the giving of notice, or both, constitutes a default by the Agency or the Company under the Lease Agreement or the Company Lease Agreement; (iv) on or about September 24, 2018, but in any event prior to November 30, 2019, the Company granted to Santander Bank, N.A., a national banking association, as Administrative Agent"), for itself and the other lenders (collectively, "Lender"), a mortgage lien on and security interest in the Facility in favor of the Lender as security for a loan by the Lender to the Company to finance, in whole or in part, the Project Work in the aggregate amount of at least \$50,000,000.00; and (v) the Company has withdrawn or within thirty (30) days hereafter shall withdraw any and all real estate tax grievances for the 2020/2021 Tax Year.

4. Paragraph (c) of Section 5.1 of the Lease Agreement is hereby amended by replacing in the first line thereof "2022/2023" with "2020/2021".

5. The PILOT Schedule attached to the Lease Agreement as Exhibit C is hereby amended and replaced in its entirety with the revised PILOT Schedule attached hereto as Schedule A.

6. The Alternate PILOT Schedule attached to the Lease Agreement as Exhibit C-1 is hereby amended and replaced in its entirety with the revised Alternate PILOT Schedule attached hereto as Schedule B.

7. Except as expressly amended by this Third Amendment of Lease Agreement, the provisions of the Original Lease Agreement, as amended by the First Amendment of Lease Agreement and Second Amendment of Lease Agreement, shall remain unchanged, binding and in full force and effect.

8. This Third Amendment of Lease Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns and/or successors in interest.

9. This Third Amendment of Lease 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.

10. This Third Amendment of Lease Agreement shall be governed exclusively

by the applicable laws of the State of New York without giving effect to conflicts of law principles.

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

IN WITNESS WHEREOF, the Agency and the Company have caused this Third Amendment to Lease Agreement to be executed in their respective names as of the date and year first above written.

**TOWN OF BROOKHAVEN
INDUSTRIAL DEVELOPMENT
AGENCY**

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

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

On the 30th day of September in the year 2020, 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.

Joelyn B. Linse
Notary Public

JOCELYN B. LINSE
Notary Public - State of New York
No. 0116351400
Qualified in Suffolk County
My Comm. Expires Dec. 5, 2020

**THE VISTAS OF PORT
JEFFERSON LLC**

By: Denise R. Coyle
Name: Denise R. Coyle
Title: Manager

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

On the 23rd day of September in the year 2020, before me, the undersigned, personally appeared Denise R. Coyle, 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 within instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.

Carol Roth
Notary Public

CAROL ROTH
Notary Public, State of New York
No. 01RO5001429
Qualified in Suffolk County
Commission Expires September 8, 2022

SCHEDULE A TO THIRD AMENDMENT OF LEASE AGREEMENT

EXHIBIT C

PILOT Schedule

<u>Tax Year</u>	<u>PILOT Amount</u>
2020/2021	\$51,928.00
2021/2022	\$52,967.00
2022/2023	\$54,026.00
2023/2024	\$89,906.00
2024/2025	\$190,423.00
2025/2026	\$315,453.00
2026/2027	\$471,910.00
2027/2028	\$655,730.00
2028/2029	\$854,564.00
2029/2030	\$1,055,557.00
2030/2031	\$1,252,293.00
2031/2032	\$1,445,900.00
2032/2033	\$1,516,043.00

Thereafter, 100% of all taxes and assessments, including special ad valorem levies, special assessments and service charges against real property located in the Town of Brookhaven (including any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located) which are or may be for special improvements or special district improvements, that the Company would pay without exemption as if the Facility was owned by the Company exclusive of the Agency's leasehold interest therein.

In addition, at all times, 100% of all special ad valorem levies, special assessments, special district taxes and service charges levied (or would be levied if the Facility were owned by the Company exclusive of the Agency's leasehold interest therein) against the Facility for special improvements or special district improvements.

SCHEDULE B TO THIRD AMENDMENT OF LEASE AGREEMENT

EXHIBIT C-1

Alternate PILOT Schedule

<u>Tax Year</u>	<u>PILOT Amount</u>
2020/2021	\$51,928.00
2021/2022	\$52,967.00
2022/2023	\$54,026.00
2023/2024	\$89,906.00
2024/2025	\$190,423.00
2025/2026	\$315,453.00
2026/2027	\$471,910.00
2027/2028	\$655,730.00
2028/2029	\$854,564.00
2029/2030	\$1,055,557.00

Thereafter, 100% of all taxes and assessments, including special ad valorem levies, special assessments and service charges against real property located in the Town of Brookhaven (including any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located) which are or may be for special improvements or special district improvements, that the Company would pay without exemption as if the Facility was owned by the Company exclusive of the Agency's leasehold interest therein.

In addition, at all times, 100% of all special ad valorem levies, special assessments, special district taxes and service charges levied (or would be levied if the Facility were owned by the Company exclusive of the Agency's leasehold interest therein) against the Facility for special improvements or special district improvements.

AMENDMENT OF LEASE AGREEMENT

This AMENDMENT OF LEASE AGREEMENT, dated as of January 9, 2019 (this "**Amendment of Lease Agreement**"), is made by and between 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**"), as lessor, and **THE VISTAS OF PORT JEFFERSON LLC**, a limited liability company, duly organized and validly existing under the laws of the State of New York, having its principal office at 377 Oak Street, Suite 110, Garden City, New York 11530 (the "**Company**"), as lessee.

RECITALS

WHEREAS, the Agency was created by Chapter 358 of the Laws of 1970 of the State of New York, as amended, pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended (collectively, the "**Act**"); and

WHEREAS, the Agency is assisting the Company in: (a) the acquisition and construction of a senior housing rental community with approximately 244 senior citizen rental housing units and appurtenances (the "**Improvements**"), located or to be located on an approximately 27.324 acre parcel of land situated at Bicycle Path, Port Jefferson Station, Town of Brookhaven, Suffolk County, New York (and further identified as Tax Map No. 0200-229.00-01.00-002.16 (formerly, 0200-229.00-01.00-002.11 through 002.15 and 0200-206.00-05.00-040.001)) (the "**Land**"), and (b) the acquisition and installation thereof of equipment and other personal property (the "**Equipment**") (the Land, Improvements and Equipment may be collectively referred to as the "**Facility**"), which Facility is initially leased by the Agency to the Company for sublease of the rental units by the Company to qualified senior residents of at least 55 years of age (the "**Project**"); and

WHEREAS, the Agency leases from the Company the Land and Improvements under a certain Company Lease Agreement, dated as of July 1, 2018 (the "**Company Lease Agreement**"), a memorandum of which Company Lease Agreement was to be recorded in the Suffolk County Clerk's Office, and

WHEREAS, the Agency subleases and leases the Facility to the Company under a certain Lease and Project Agreement, dated as of July 1, 2018 (the "**Original Lease Agreement**"), a memorandum of which Original Lease Agreement was to be recorded in the Suffolk County Clerk's Office, and

WHEREAS, the Company has requested an increase of \$400,000.00 in the sales and use tax exemption benefits granted by the Agency to the Company under the Original Lease Agreement by reason of the increased costs of the construction and equipping of the Project (the "**Sales and Use Tax Increase**"); and

WHEREAS, the Agency, by resolution duly adopted on January 9, 2019, approved the Sales and Use Tax Increase; and

WHEREAS, the Agency and the Company agree that the Sales and Use Tax Increase will be effectuated pursuant to this Amendment of Lease Agreement (this Amendment of Lease Agreement, together with the Original Lease Agreement, the “Lease Agreement”).

NOW THEREFORE, THE PARTIES, IN CONSIDERATION OF ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, EACH TO THE OTHER PAID, RECEIPT WHEREOF AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, MUTUALLY AGREE THAT EFFECTIVE JANUARY 9, 2019, THE ORIGINAL LEASE AGREEMENT IS AMENDED AS FOLLOWS:

1. The definition of “**Lease Agreement**” shall mean the Lease and Project Agreement, dated as of July 31, 2018, as amended by this Amendment of Lease Agreement, between the Agency and the Company.

2. The definition of “Maximum Company Sales Tax Savings Amount” set forth in Schedule A, the Schedule of Definitions, to the Original Lease Agreement is hereby amended and restated in its entirety as follows:

“Maximum Company Sales Tax Savings Amount” shall mean the aggregate maximum dollar amount of Company Sales Tax Savings that the Company and all Agents acting on behalf the Company are permitted to receive under this Lease Agreement, which shall equal \$1,900,000.00, or such maximum dollar amount as may be determined by the Agency pursuant to such additional documents as may be required by the Agency for such increase.”

3. This Amendment of Lease shall be deemed incorporated in and made a part of the Original Lease Agreement as fully as if set forth therein at length

4. Except as expressly amended by this Amendment of Lease Agreement, the provisions of the Original Lease Agreement shall remain unchanged, binding and in full force and effect.

5. This Amendment of Lease Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns and/or successors in interest.

6. This Amendment of Lease 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.

7. This Amendment of Lease Agreement shall be governed exclusively by the applicable laws of the State of New York without giving effect to conflicts of law principles.

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

IN WITNESS WHEREOF, the Agency and the Company have caused this Amendment to Lease Agreement to be executed in their respective names as of the date and year first above written.

**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 ___ day of January in the year 2019, 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

**THE VISTAS OF PORT
JEFFERSON LLC**

By: 
Name: Denise R. Coyle
Title: Manager

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

On the 16 day of January in the year 2019, before me, the undersigned, personally appeared Denise R. Coyle, 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 within instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.


Notary Public

DANIELLE L RIZZO
Notary Public, State of New York
No 02RI6305547
Qualified in Suffolk County
Commission Expires June 09, 2022

SECOND AMENDMENT OF LEASE AGREEMENT

This SECOND AMENDMENT OF LEASE AGREEMENT, dated as of July 17, 2019 (this “**Second Amendment of Lease Agreement**”), is made by and between 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**”), as lessor, and **THE VISTAS OF PORT JEFFERSON LLC**, a limited liability company, duly organized and validly existing under the laws of the State of New York, having its principal office at 377 Oak Street, Suite 110, Garden City, New York 11530 (the “**Company**”), as lessee.

RECITALS

WHEREAS, the Agency was created by Chapter 358 of the Laws of 1970 of the State of New York, as amended, pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended (collectively, the “**Act**”); and

WHEREAS, the Agency is assisting the Company in: (a) the acquisition and construction of a senior housing rental community with approximately 244 senior citizen rental housing units and appurtenances (the “**Improvements**”), located or to be located on an approximately 27.324 acre parcel of land situated at Bicycle Path, Port Jefferson Station, Town of Brookhaven, Suffolk County, New York (and further identified as Tax Map No. 0200-229.00-01.00-002.16 (formerly, 0200-229.00-01.00-002.11 through 002.15 and 0200-206.00-05.00-040.001)) (the “**Land**”), and (b) the acquisition and installation thereat of equipment and other personal property (the “**Equipment**”) (the Land, Improvements and Equipment may be collectively referred to as the “**Facility**”), which Facility is initially leased by the Agency to the Company for sublease of the rental units by the Company to qualified senior residents of at least 55 years of age (the “**Project**”); and

WHEREAS, the Agency leases from the Company the Land and Improvements under a certain Company Lease Agreement, dated as of July 1, 2018 (the “**Company Lease Agreement**”), a memorandum of which Company Lease Agreement was to be recorded in the Suffolk County Clerk’s Office, and

WHEREAS, the Agency subleases and leases the Facility to the Company under a certain Lease and Project Agreement, dated as of July 1, 2018 (the “**Original Lease Agreement**”), a memorandum of which Original Lease Agreement was to be recorded in the Suffolk County Clerk’s Office, and

WHEREAS, the Company previously requested an increase of \$400,000.00 in the sales and use tax exemption benefits granted by the Agency to the Company under the Original Lease Agreement by reason of the increased costs of the construction and equipping of the Project (the “**First Sales and Use Tax Increase**”); and

WHEREAS, the Agency, by resolution duly adopted on January 9, 2019, approved the First Sales and Use Tax Increase; and

WHEREAS, the Agency and the Company memorialized that the First Sales and Use Tax Increase pursuant to an Amendment of Lease Agreement, dated January 9, 2019 (the “**First Amendment of Lease Agreement**”); and

WHEREAS, the Company thereafter requested a further increase of \$750,000.00 in the sales and use tax exemption benefits granted by the Agency to the Company under the Original Lease Agreement, as amended by the First Amendment of Lease Agreement, by reason of the increased costs of materials for the construction and equipping of the Project (the “**Second Sales and Use Tax Increase**”); and

WHEREAS, the Agency, by resolution duly adopted on July 17, 2019, approved the Second Sales and Use Tax Increase; and

WHEREAS, the Agency and the Company agree that the Second Sales and Use Tax Increase will be effectuated pursuant to this Second Amendment of Lease Agreement, dated as of January 9, 2019 (this Second Amendment of Lease Agreement, together with the First Amendment of Lease Agreement and the Original Lease Agreement, the “**Lease Agreement**”).

NOW THEREFORE, THE PARTIES, IN CONSIDERATION OF ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, EACH TO THE OTHER PAID, RECEIPT WHEREOF AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, MUTUALLY AGREE THAT EFFECTIVE JANUARY 9, 2019, THE ORIGINAL LEASE AGREEMENT, AS AMENDED BY THE FIRST AMENDMENT OF LEASE AGREEMENT, IS FURTHER AMENDED AS FOLLOWS:

1. The definition of “**Lease Agreement**” shall mean the Lease and Project Agreement, dated as of July 31, 2018, as amended by the First Amendment of Lease Agreement and this Second Amendment of Lease Agreement, between the Agency and the Company.

2. The definition of “Maximum Company Sales Tax Savings Amount” set forth in Schedule A, the Schedule of Definitions, to the Original Lease Agreement is hereby amended and restated in its entirety as follows:

“Maximum Company Sales Tax Savings Amount” shall mean the aggregate maximum dollar amount of Company Sales Tax Savings that the Company and all Agents acting on behalf the Company are permitted to receive under this Lease Agreement, which shall equal \$2,650,000.00, or such maximum dollar amount as may be determined by the Agency pursuant to such additional documents as may be required by the Agency for such increase.”

3. This Second Amendment of Lease Agreement shall be deemed incorporated in and made a part of the Original Lease Agreement, as amended by the First Amendment of Lease Agreement, as fully as if set forth therein at length.

4. Except as expressly amended by this Second Amendment of Lease

Agreement, the provisions of the Original Lease Agreement, as amended by the First Amendment of Lease Agreement, shall remain unchanged, binding and in full force and effect.

5. This Second Amendment of Lease Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns and/or successors in interest.

6. This Second Amendment of Lease 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.

7. This Second Amendment of Lease Agreement shall be governed exclusively by the applicable laws of the State of New York without giving effect to conflicts of law principles.

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

IN WITNESS WHEREOF, the Agency and the Company have caused this Second Amendment to Lease Agreement to be executed in their respective names as of the date and year first above written.

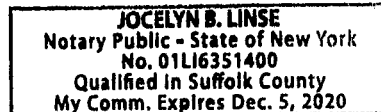
**TOWN OF BROOKHAVEN
INDUSTRIAL DEVELOPMENT
AGENCY**

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

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

On the 27th day of August in the year 2019, 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.

Joelyn B. Linse
Notary Public



**THE VISTAS OF PORT
JEFFERSON LLC**

By: *Denise R. Coyle*
Name: Denise R. Coyle
Title: Manager

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

On the 27 day of August in the year 2019, before me, the undersigned, personally appeared Denise R. Coyle, 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 within instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.

Danielle L. Rizzo
Notary Public

DANIELLE L. RIZZO
Notary Public, State of New York
No. 02R16305547
Qualified in Suffolk County
Commission Expires June 09, 2022