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RECORDING REQUESTED BY AND)
WHEN RECORDED MAIL TO:)
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Space Above for Recorder's Use

**CONSTRUCTION LEASEHOLD MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND FIXTURE FILING**
(Securing Bond Obligations)

FROM

WAVENY CARE CENTER, INC.

TO

233 GENESEE STREET CORPORATION

As of February 1, 2026

**CONSTRUCTION LEASEHOLD MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND FIXTURE FILING**
(Securing Bond Loan Obligations)

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

KNOW YE THAT WAVENY CARE CENTER, INC., a Connecticut non-stock corporation with an address at 3 Farm Road, New Canaan, Connecticut 06840 (hereinafter referred to as the "**Mortgagor**") for value received to its full satisfaction from **233 GENESEE STREET CORPORATION**, a New York corporation, with its office located at c/o M&T Bank, One M&T Plaza, Buffalo, New York 14203 (hereinafter called "**GSC**"), does give, grant, bargain, sell and confirm to GSC and its successors and assigns forever all of the Mortgagor's right, title and interest in and to the premises described in Schedule A attached hereto and made a part hereof, together with all appurtenances thereto annexed hereto and made a part hereof, together with the buildings, structures and improvements thereon erected or to be erected, with the appurtenances thereof and thereto, including the rights-of-way, easements and other rights, appurtenances and other interests in land, all as described in said Schedule A, together with all of Mortgagor's rights, titles and interest, in a certain Indenture dated as of dated April 14, 1972 between The Town of New Canaan, as landlord (the "**Landlord**" or "**Issuer**"), and Mortgagor, as tenant, and recorded in Volume 213 at Page 595 of the New Canaan Land Records, as amended by that certain Amendment to Lease dated April 7, 1999, referred to in Affidavit of Facts Relating to Title or Interest in Real Estate recorded in Volume 555 at Page 151 of the New Canaan Land Records, and further amended by that certain Second Amendment to Lease dated July 18, 2001 and recorded in Volume 561 at Page 207 of the New Canaan Land Records (the "**Lease**"), together with the following property and rights:

(a) all buildings and other improvements now or hereafter located on the premises described in Schedule A annexed hereto ("**Premises**") or hereafter erected or placed on the Premises or any part thereof owned by the Mortgagor, and all of the right, title and interest of the Mortgagor in and to all materials intended for construction, reconstruction, alteration and repairs of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Mortgaged Property immediately upon the delivery thereof to the Premises, and all fixtures, Service Equipment (as defined herein), and all renewals or replacements thereof or articles in substitution therefor; it being mutually agreed that all the aforesaid property owned or to be owned by the Mortgagor and placed by it on the Mortgaged Property and such buildings and improvements shall, so far as permitted by law, be deemed to be affixed thereto and covered by this Mortgage;

(b) all right, title and interest of the Mortgagor in and to the land lying in the bed of any public street, road or avenue, opened or proposed, in front of or adjoining the Premises, to the center line thereof, any sidewalk, ally and all strips and gores of land adjacent to or in connection with the Premises and in and to any and all privileges, rents, tenements, hereditaments or appurtenances, belonging or in any way appertaining thereto and any reversion, or reversions, remainder or remainders, belonging or in any way appertaining thereto, and also any and all further estate, right, title, interest, property, claim and demand whatsoever, either in law or in equity of the Mortgagor, of, in or to any of the above;

(c) all machinery, apparatus, equipment, fittings, furniture, kitchen equipment, beds, computer equipment, medical equipment, fixtures and articles of personal property owned by the Mortgagor of every kind and nature whatsoever, now or hereafter located on or upon the Premises, or any part thereof, and used or usable in connection with any present or future occupancy of, or appertaining or adapted to the use or operation of, such buildings and now owned or hereafter acquired by or leased by the Mortgagor (hereinafter referred to as "**Service Equipment**") including, but without limiting the generality of the foregoing, all heating, lighting, attached laundry, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, telephone and communication equipment, computer equipment, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, air cooling and air conditioning apparatus, elevators, escalators, attached shades, attached awnings, attached screens, storm doors and windows, attached stoves, wall beds, attached refrigerators, attached cabinets, partitions, ducts and compressors and all right, title and interest of the Mortgagor in and to any Service Equipment which may be subject to any title retention or security agreement, superior in lien to the lien of this Mortgage; it being understood and agreed that, except as permitted by this Mortgage and the Note, all such Service Equipment is and shall continue to be deemed part and parcel of the Premises and appropriated to the use thereof, and whether affixed or annexed to the Premises or not, shall for the purpose of this Mortgage be deemed conclusively to be real estate and mortgaged hereby; and the Mortgagor agrees to execute and deliver, from time to time, such further instruments (including any security agreements) as may be requested by GSC to confirm the lien of this Mortgage on any Service Equipment;

(d) any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Premises, or the buildings, improvements located on the Premises or Service Equipment located on the Premises, as a result of: (i) the exercise of the right of eminent domain, (ii) the alteration of the grade of any street, (iii) any other injury to or decrease in value of the Premises, or (iv) any acquisition by any redevelopment or other municipal agency of any portion of the Premises pursuant to any right of acquisition reserved by such agency in or as a result of any redevelopment plan or agreement, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by GSC, and of the reasonable attorneys' fees, costs and disbursements, incurred by GSC in connection with the collection of such award or payment; and the Mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by GSC to confirm such assignment to GSC of any such award or payment;

(e) recoveries of judgments or insurance proceeds with respect to damage or losses to the Premises, the Lease and/or the Service Equipment;

(f) all unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter obtained by the Mortgagor;

(g) all credits, deposits, options, privileges, rights of first refusal, rights of renewal and other rights of the Mortgagor, as tenant, under the Lease;

(h) all accounts, rents, issues and profits now due or which hereafter may become due from the Premises, the buildings, improvements, Service Equipment and/or from the Lease;

(i) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, but without limitation, proceeds of insurance provided for in this Mortgage and proceeds of condemnation awards and awards for restriction of access to, or change of grade of, streets;

(j) All transferable building service, building maintenance, construction, management and other similar agreements and contracts, written or oral, express or implied, now or hereafter entered into arising or in any manner related to the construction, design, improvement, use, operation, occupation, enjoyment, sale, conversion or other disposition (voluntary or involuntary) of the Premises, or the buildings and improvements now or hereafter located thereon, or any other interest in the Premises, or any combination thereof, including all property management agreements, sales contracts, contract deposits, earnest money deposits, prepaid items and payments due and to become due thereunder, and further including all payment and performance bonds, construction guaranties, warranties, construction contracts, architects' agreements, general contract agreements, design agreements, engineering agreements, technical service agreements, architectural plans and specifications, sewer and water and other utility agreements, permits, approvals, licenses, building permits, service contracts, advertising contracts, purchase orders and equipment leases relating to the Premises; and

(k) All proceeds and products of the foregoing of every type.

All of the foregoing property and rights are herein referred to as the "**Mortgaged Property**". The Mortgaged Property is conveyed, subject to Permitted Encumbrances (as defined herein).

TO HAVE AND TO HOLD the above granted and bargained Mortgaged Property, with the privileges and appurtenances thereof unto it, GSC, its successors and assigns forever, to its and their own proper use and behoof; and also the Mortgagor for itself, its successors and assigns, covenants with GSC, their respective successors and assigns, that at and until the ensealing of these presents, it is well seized of the Mortgaged Property as tenant under the Lease, has good right to bargain and mortgage the same in manner and form as is above written, that the same is free from all encumbrances whatsoever, except for those encumbrances set forth in Schedule B to the mortgagee title insurance policy delivered by Mortgagor to GSC in connection herewith ("**Permitted Encumbrances**"), the Lease is in full force and effect, and the Mortgagor is the owner of a valid and enforceable 100% undivided interest as tenant in the leasehold estate created by the Lease.

And furthermore, the Mortgagor does, by these presents, bind itself, its successors and assigns forever, to warrant and defend the above granted and bargained Mortgaged Property to GSC, its successors and assigns, against all claims and demands whatsoever.

THE CONDITION OF THIS DEED IS SUCH THAT:

WHEREAS, simultaneously herewith, the Issuer is issuing its Revenue Bonds, (Waveny Care Center Project), Series 2026 in the aggregate principal amount of up to \$32,200,000 (the "**Bonds**"); and

WHEREAS, GSC shall be purchasing the Bonds from the Issuer pursuant to a certain Purchase Contract (the "**Purchase Contract**") dated as of February 27, 2026 by and among the Issuer and GSC; and

WHEREAS, the proceeds of the Bonds are being loaned by the Issuer to the Mortgagor, Waveny LifeCare Network, Inc., Waveny Care Center Health Services, Inc., Visiting Nurse & Hospice of Fairfield County, Inc., and Waveny at Home Inc. (together the "**Obligated Group**"), each a not-for-profit corporation duly organized and existing under the laws of the State of Connecticut, pursuant to a Loan Agreement (and Security Agreement), including all schedules and exhibits thereto, dated as of February 1, 2026 by and among the Issuer, the Obligated Group and GSC (the "**Loan Agreement**"); and

WHEREAS, the loan described in the Loan Agreement is evidenced by the Series 2026 Note dated as of February 27, 2026 (the "**Note**") in the aggregate principal amount of up to \$32,200,000, the form of which is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the Issuer assigned its interest in the Note pursuant to a certain Assignment of the Series 2026 Note dated as of February 27, 2026 (the "**Note Assignment**"); and

WHEREAS, buildings or improvements on the Premises are in the process of construction or repair, or to be erected or repaired; and

WHEREAS, GSC has agreed to purchase the Bonds as draw down bonds with proceeds of the Bonds to be issued in installments as set forth in the Loan Agreement; and

WHEREAS, the proceeds of the Bonds shall be paid over to the Obligated Group in installments subject to the requirements set forth in the Loan Agreement as the work progresses, so that when all of the work on the Project shall have been completed to the full satisfaction of GSC, GSC shall then authorize the payment to the Obligated Group of any balance; and

WHEREAS, this Mortgage secures obligations of the Mortgagor to GSC in (i) a total principal sum of up to \$32,200,000 plus (ii) interest and other costs and expenses; and

WHEREAS, the Mortgagor agrees to complete the Project to the satisfaction of GSC within a reasonable time from the date hereof or at the latest on or before twenty four (24) months from the date hereof, or such later date as approved by GSC; and

WHEREAS, installments of the proceeds of the Bonds to be made by GSC to or for the benefit of the Obligated Group shall be made pursuant to the terms of the Loan Agreement, and this Mortgage shall constitute a "mortgage to secure future advances of money for construction and repair of buildings or improvements on land" within the meaning of Section 49-3 of the Connecticut General Statutes, as may be amended from time to time;

WHEREAS, contemporaneous with the execution of this Mortgage, the Mortgagor is also granting an Construction Leasehold Mortgage, Security Agreement, Assignment of Leases and Fixture Filing (Securing Swap Obligations), dated as of February 1, 2026, from the Mortgagor to GSC's parent, M&T Bank ("**Swap Provider**"), in order to secure the Mortgagor's obligations

under the Swap Agreement (as herein defined), as amended from time to time (the “**Swap Mortgage**”); and

WHEREAS, the Mortgagor is indebted to GSC pursuant to the terms of the Loan Agreement and the other Obligated Group Documents subject to the following additional terms and conditions:

SECTION 1
DEFINITIONS

The following terms as used herein shall have the following meanings:

“**Bonds**” shall have the meaning assigned to it in the recitals hereof.

“**Covenants Agreement**” shall mean that certain Continuing Covenants Agreement made by the Obligated Group and GSC, dated February 1, 2026.

“**Event of Default**” shall mean (a) any Event of Default under the Loan Agreement or the other Obligated Group Documents by the Obligated Group, (b) any default beyond any applicable notice and cure period in the payment or performance of the obligations of the Mortgagor hereunder, or (c) any representation or warranty of the Mortgagor hereunder proving to be false and misleading in any material respect.

“**GSC**” shall have the meaning assigned to it in the preamble hereof.

“**Hazardous Substances Agreement**” shall mean that certain Hazardous Substances Certificate and Indemnification Agreement made by and among the Obligated Group, the Issuer, the Bank and GSC, dated on or about the date hereof.

“**Issuer**” shall have the meaning assigned to it in the recitals hereof.

“**Lease**” shall have the meaning assigned to it in the recitals hereof.

“**Loan Agreement**” shall have the meaning assigned to it in the recitals hereof.

“**Mortgage**” shall have the meaning assigned to it in the preamble hereof.

“**Mortgaged Property**” shall have the meaning assigned to it in the recitals hereof.

“**Mortgagor**” shall have the meaning assigned to it in the preamble hereof.

“**Note**” shall have the meaning assigned to it in the recitals hereof.

“**Note Assignment**” shall have the meaning assigned to it in the recitals hereof.

“**Obligated Group**” shall have the meaning assigned to it in the preamble hereof.

"Obligated Group Documents" shall mean the Loan Agreement, the Covenants Agreement, the Note, this Mortgage, the Swap Mortgage and all other documents, agreements or instruments executed in connection therewith.

"Obligations" shall mean all indebtedness, liabilities, obligations, covenants and agreements of the Obligated Group to GSC now existing or hereafter arising or incurred under the Notes, the Loan Agreement, the Covenants Agreement this Mortgage or the other Obligated Group Documents, whether individually or collectively, direct or indirect, joint or several, absolute or contingent, but excluding the Swap Obligations, matured or unmatured, liquidated or unliquidated, secured or unsecured, arising thereunder or hereunder by contract, operation of law or otherwise and whether before or after any judgment relating to any of the foregoing.

"Permitted Encumbrances" shall mean the encumbrances set forth in Schedule B to the mortgagee title insurance policy delivered by Mortgagor to GSC in connection herewith

"Permitted Liens" shall have the meaning ascribed to it in the Covenants Agreement.

"Personalty" shall have the meaning assigned to it in Section 3.16 hereof.

"Project" shall have its meaning assigned to it in the Loan Agreement.

"Property Income" shall mean all rents, income, profits, security deposits and other benefits to which the Mortgagor may now or hereafter be entitled from any lease, tenancy or rights of use of all or any part of the Mortgaged Property and/or the income generated from the business operations conducted at or from the Mortgaged Property.

"Purchase Contract" shall have the meaning assigned to it in the recitals hereof.

"Service Equipment" shall have the meaning assigned to it in the preamble hereof.

"Swap Agreement" means that certain International Swap Dealers Association, Inc. Master Agreement dated as of February 27, 2026, by and between the Swap Provider and the Obligated Group, together with all schedules thereto and confirmations thereof, as amended and in effect from time to time, which agreement is secured on a parity with the Bonds as to the lien on the Mortgaged Property, among other collateral of the Mortgagor.

"Swap Mortgage" shall have the meaning assigned to it in the recitals hereof.

"Swap Provider" shall have the meaning assigned to it in the recitals hereof.

"Swap Obligations" shall have the meaning assigned to it in Section 2.11 hereof.

SECTION 2 REPRESENTATIONS AND WARRANTIES

The Mortgagor hereby represents, covenants and warrants to GSC as follows:

Section 2.1. Title to Mortgaged Property. The Mortgagor warrants it has good, fee simple title to the Mortgaged Property subject only to the Permitted Encumbrances and that it shall warrant, defend and preserve such title and the rights granted by this Mortgage with respect thereto against all claims of all persons or entities.

Section 2.2. Authority; No Encumbrances. The Mortgaged Property is now free and clear of all encumbrances whatsoever except Permitted Encumbrances, and the Mortgagor has good right and lawful authority to mortgage and convey the same in the manner and form hereby mortgaged and conveyed.

Section 2.3. No Conflicts. The execution and delivery of this Mortgage does not, and the performance and observance of the terms hereof will not, contravene any provision of existing law, ordinance, rule, regulation or order of any federal, state or local governmental body, instrumentality or agency applicable to the Mortgagor or the Mortgaged Property, and will not conflict with or result in any breach of the terms, conditions or provisions of, or constitute a default under or result in or permit the creation or imposition of any charge or encumbrance upon any of the properties or assets of the Mortgagor pursuant to, any indenture, mortgage or other agreement or instrument to which the Mortgagor is a party or by which the Mortgaged Property is bound.

Section 2.4. Governmental Filings. Other than the recording of this Mortgage and the filing of Uniform Commercial Code financing statements with the appropriate recording and filing offices in the State of Connecticut, no approval, authorization or other action by, or filing with, any federal, state, or local body, instrumentality or agency, is required under existing law in connection with the execution and delivery by the Mortgagor of this Mortgage.

Section 2.5. No Leases. There are presently in effect no leases of the Mortgaged Property or any part thereof except as described on Schedule 2.5 hereto.

Section 2.6. Environmental Compliance. The representations and warranties set forth in the Hazardous Substances Agreement are fully incorporated herein.

Section 2.7. Absence of Litigation. Except as disclosed in writing to GSC, there are no actions, suits, proceedings or investigations, including, without limitation, condemnation and eminent domain proceedings, pending or, to the Mortgagor's actual knowledge, threatened, against or affecting the Mortgaged Property, or which may involve or affect the validity of this Mortgage, and the Mortgagor is not in default with respect to any order, writ, injunction, decree or demand of any federal, state or local governmental body, instrumentality or agency affecting the Mortgaged Property or the use and occupancy thereof.

Section 2.8. Execution, Delivery and Enforceability. The Mortgagor is duly authorized to make and enter into this Mortgage and to carry out the transactions contemplated by the Loan Agreement and the other Loan Documents. This Mortgage has been duly executed and delivered by the Mortgagor and is the legal, valid and binding obligation of the Mortgagor, enforceable in accordance with its terms, subject only to the effect of any applicable bankruptcy, insolvency,

moratorium, reorganization or other similar laws affecting creditors' rights generally and the discretionary nature of specific performance and other equitable remedies.

Section 2.9. Compliance with Law. The Mortgaged Property is in compliance in all material respects with all applicable federal, state and local laws, rules, ordinances and regulations, including but not limited to those governing zoning, land use, subdivision control, health, safety, fire protection and protection of the environment.

Section 2.10. Condition of the Mortgaged Property. The Mortgaged Property is in good order and repair and is free of all defects other than such defects as have been previously disclosed to and are acceptable to GSC or items that will be removed, renovated or installed in connection with the Project. There is no real or personal property necessarily or customarily used to operate the Mortgaged Property as an integrated economic unit, except as is owned in fee simple by the Mortgagor and granted to GSC in the granting clauses hereof or as will be constructed in connection with the Project. There is adequate ingress, egress access to and from the Mortgaged Property to one or more public highways and adequate connections to all customary public utilities, including, but not limited to, electricity, natural gas, telephone and cable television from public ways, or utility-owned rights of way, abutting the Mortgaged Property.

Section 2.11. Parity with Swap Mortgage. Notwithstanding the order of the recording of this Mortgage and the Swap Mortgage, the rights of GSC under this Mortgage shall be *pari passu* in right of payment and in all other respects to the rights of the Swap Provider under the Swap Mortgage. All indebtedness, liabilities and obligations of the Obligated Group arising in connection with the Swap Agreement, the Swap Mortgage and any other documents related thereto, including fees and expenses owed by the Obligated Group in connection therewith (the "**Swap Obligations**"), and the Obligations secured hereunder shall rank *pari passu* with each other, irrespective of the time or order of attachment or perfection of the security interests, including this Mortgage and the Swap Mortgage, the time or order of recording or filing of financing statements or knowledge by any person of the making or giving of any pledge, security interest, or mortgage, and in each case without distinction as to whether some Obligations or Swap Obligations are then due and payable and other Obligations or Swap Obligations are not then due and payable. Any proceeds realized by either GSC or the Swap Provider from foreclosure, sale or other disposition of the Mortgaged Property shall be shared by GSC in respect of the Obligations and Swap Provider in respect of the Swap Obligations, whether or not then due by acceleration or otherwise.

SECTION 3 CERTAIN COVENANTS AND CONDITIONS

The Mortgagor covenants and agrees as follows:

Section 3.1. Governmental Charges. The Mortgagor shall pay before the same become delinquent all taxes, charges, sewer use fees, water rates and assessments of every name and nature, whether or not assessed against the Mortgagor, if applicable or related to the Mortgaged Property, or any interest therein, or applicable or related to any of the Obligations, which, if unpaid, might by law become a lien or charge upon all or any part of the Mortgaged Property; provided, however,

that so long as no distraint, lien, foreclosure sale or other levy upon or transfer with respect to the Mortgaged Property or any part thereof shall have been effected or threatened, the Mortgagor shall not be required to pay any such taxes, charges, fees, rates and assessments by reason of this Section 3.1 if (a) the amount, applicability or validity thereof is currently being contested by the Mortgagor in good faith by appropriate legal proceedings, and (b) the Mortgagor shall have set aside on its books reserves (segregated to the extent required by sound accounting principles and practices) reasonably deemed by GSC to be adequate with respect thereto.

Section 3.2. Provision For Payment of Governmental Charges and Other Obligations. To assure the payment of all taxes, charges, sewer use fees, water rates, ground rents and assessments of every name and nature, or any other obligations which may have or acquire priority over this Mortgage, and which are assessed or payable with reference to the Mortgaged Property, the Mortgagor, if so requested by GSC after the occurrence of and during the continuation of an Event of Default, shall deposit with M&T Bank, on the first day of each month, a sum determined by GSC to be sufficient to provide, in the aggregate, a fund adequate to pay any such amounts before the same become delinquent in such month; and whenever GSC determines in its commercially reasonable discretion that sums accumulated under the provisions of this Section 3.2 are insufficient to meet the obligation for which such deposits were made, the Mortgagor shall pay, on the demand of GSC, any amount required to cover the deficiency therein. Every such deposit may, at the option of GSC, be applied directly against the obligation with reference to which it was made, or, to the fullest extent permissible according to law, any other obligation of the Mortgagor secured hereby (and any funds available to be so applied to any such obligation shall be credited against Mortgagor's obligations under Section 3.1 above). Such deposits may, to the fullest extent permitted by law, be commingled with other assets of GSC and, in the discretion of GSC, invested by GSC for its own account, without any obligation to pay income from such investment, or interest on such deposits, to the Mortgagor, or to account to the Mortgagor for such income in any manner. Upon GSC's determination that the conditions to request the deposits by the Mortgagor under this Section 3.2 no longer exist, any amounts held in accordance with the provisions of this Section 3.2 shall be promptly returned to Mortgagor.

Section 3.3. Maintenance of Mortgaged Property; Alterations. Mortgagor shall keep and maintain the Mortgaged Property in as good repair and condition as the same now is or may hereafter be put (ordinary wear and tear excepted), damage from casualty expressly not excepted, shall make all such needful and proper repairs, replacements, additions and improvements thereto as shall be necessary for the proper conduct of its business thereon, and shall not permit or commit waste on the Mortgaged Property. The Mortgagor will make or cause to be made, as and when the same shall become necessary, all structural and non-structural, exterior and interior, ordinary and extraordinary, foreseen and unforeseen repairs, renewals and replacements necessary to that end. The Mortgagor shall not permit removal or alteration of anything which constitutes a part of the Mortgaged Property that would have a material negative impact on the operation of the Mortgagor or the value of the Mortgaged Property without the consent of GSC, which consent shall not be unreasonably withheld, conditioned or delayed, provided that items and property may be removed or altered in connection with the renovation and construction of the Project. The Mortgagor shall permit GSC to enter the Mortgaged Property during regular business hours after prior written notice to the Mortgagor and without undue disruption to (a) operations or violation of applicable law relative to the operation of the facilities and/or the rights of the employees and/or residents at

the facilities, (b) the operations of any tenant at the Mortgaged Property or (c) the renovation and/or construction of the Mortgaged Property to determine whether the Mortgagor is in compliance with its obligations under this Mortgage.

Section 3.4. Insurance. The Mortgagor agrees, at the Mortgagor's sole cost and expense, to keep the Mortgaged Property insured at all times throughout the term of this Mortgage with policies of insurance set forth in the Loan Agreement and in all respects in accordance with the terms of the Loan Agreement.

Section 3.5. Casualties and Takings. All proceeds of any property or casualty insurance or awards of damages on account of any taking or condemnation for public use of or injury to the Mortgaged Property shall be treated in accordance with Section 6.2 of the Loan Agreement.

Section 3.6. Hazardous Materials; Asbestos. Mortgagor further covenants and agrees that it will fully comply with the terms of the Hazardous Substance Agreement, as if fully incorporated herein.

Section 3.7. Environmental Assessments. GSC may obtain one or more environmental assessments of the Mortgaged Property pursuant to the terms of the Hazardous Substances Agreement.

Section 3.8. Notice of Condemnation. The Mortgagor, promptly upon obtaining knowledge of the institution of any proceeding for the condemnation or requisition of the Mortgaged Property or any portion thereof, shall notify GSC of the pendency of such proceeding. GSC may participate in such proceeding, and the Mortgagor from time to time shall deliver to GSC all instruments requested by GSC to permit such participation.

Section 3.9. Leases; Assignments; Subordination. The Mortgagor shall not lease the Mortgaged Property or any part thereof without the prior written consent of GSC except as expressly permitted in the Loan Agreement. Without limiting the provisions of the preceding sentence, the Mortgagor shall faithfully keep, observe and satisfy all the obligations on the part of the lessor to be kept, performed and satisfied under every lease from time to time in force with reference to the Mortgaged Property. The Mortgagor hereby assigns to GSC all rents and profits under any and all leases of the Mortgaged Property. Notwithstanding the terms of the preceding sentence, Mortgagor shall be entitled to retain such rents and profits until the occurrence and during the continuance of an Event of Default. At any time on notice from GSC, the Mortgagor shall submit to GSC for examination all such leases and on the demand of GSC, shall execute and deliver a separate instrument collaterally assigning any or all such leases, or the rents and profits thereof, in form satisfactory to GSC. GSC shall have the right, by the execution of suitable written instruments from time to time, to subordinate this Mortgage, and the rights of GSC hereunder, to any lease or leases from time to time in force with reference to the Mortgaged Property, and, on the execution of any such instrument, this Mortgage shall be subordinate to the lease for which such subordination is applicable with the same force and effect as if such lease had been executed and delivered, and a notice thereof recorded to the extent required to give notice to third persons, prior to the execution, delivery and recording of this Mortgage. Nothing contained in this

Section 3.9 is intended, nor shall it be deemed, to constitute consent by GSC to a subordination of the lien of this Mortgage.

Section 3.10. Prior Mortgages. If this Mortgage, by its terms, is now, or at any time hereafter, becomes subject or subordinate to a prior mortgage, the Mortgagor shall fully perform its obligations under such prior mortgage and shall not, without the consent of GSC, agree to the modification, amendment or extension of the terms or conditions of such prior mortgage. Nothing contained in this Section 3.10 is intended, nor shall it be deemed, to constitute consent by GSC to a subordination of the lien of this Mortgage.

Section 3.11. Encumbrances. The Mortgagor shall not create or permit to be created or permit to exist any encumbrance on the Mortgaged Property (other than Permitted Encumbrances and encumbrances permitted by the Loan Agreement) even if such encumbrance is inferior to this Mortgage, without the prior express written consent of GSC. The Mortgagor shall not declare or otherwise subject the Mortgaged Property to any form of common interest ownership including, but not limited to, a condominium, cooperative, planned community, or planned unit development form of ownership, without the prior express written consent of GSC.

Section 3.12. Transfers of Ownership. Except as expressly permitted in the Loan Agreement or any other Loan Documents, the Mortgagor shall not sell or permit any transfer or other disposition, by operation of law or otherwise, of legal or equitable title to or interest in the Mortgaged Property, or any part thereof (including, without limitation, any sale, transfer or disposition of any corporate, partnership or other legal or beneficial interest in the Mortgagor), without the prior express written consent of GSC, which consent may be withheld or conditioned in accordance with the terms of the Loan Agreement.

Section 3.13. Expenses. The Mortgagor shall pay when due all fees and charges (including reasonable and documented attorneys' fees) incurred by GSC in connection with the transactions evidenced by the Obligations and secured by this Mortgage, the title insurance policy insuring this Mortgage, protecting or sustaining the lien of this Mortgage and the enforcement of the Obligations and this Mortgage, all either before or after obtaining judgment of foreclosure of this Mortgage or judgment in or with respect to the Obligations, including, without limitation, all filing, registration, recording, search, appraisal and information fees, all title insurance premiums, all transfer taxes and expenses incident to the execution and acknowledgment of this Mortgage and all other documents securing the Obligations, and all federal, state and local taxes, duties, stamps, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Mortgage and the instruments evidencing the Obligations. Such fees and charges shall be secured by the lien of this Mortgage and shall accrue interest at the rate set forth in the Loan Agreement.

Section 3.14. Priority of Lien; After-Acquired Property. This Mortgage is and will be maintained as a valid mortgage lien on the Mortgaged Property subject only to the Permitted Encumbrances and encumbrances permitted by the Loan Agreement. All property of every kind acquired by the Mortgagor after the date hereof which, by the terms of this Section 3.14, is required or intended to be subjected to the lien of this Mortgage shall, immediately upon the acquisition thereof by the Mortgagor, and without any further mortgage, conveyance, assignment or transfer, become subject to the lien of this Mortgage. Any real property or easement across real property

adjoining or adjacent to the Mortgaged Property which is used for access to, providing utility service to or is granted in lieu of a cash award for a condemnation of any portion of the Mortgaged Property now existing or hereafter acquired shall be subject to the lien of this Mortgage. The Mortgagor will do, execute, acknowledge and deliver all and every such further conveyances, mortgages, and assurances as GSC shall reasonably require for accomplishing the purposes of this Mortgage. If any action or proceeding shall be instituted to recover possession of the Mortgaged Property or for the foreclosure of any other mortgage or for any other purpose affecting the Mortgaged Property or this Mortgage, the Mortgagor will immediately, upon service thereof on or by the Mortgagor, deliver to GSC a true copy of each petition, summons, complaint, notice, motion, order to show cause, and all other process, pleadings and papers, however designated, served in any such action or proceeding.

Section 3.15. Waiver and Modification. Whether or not for additional interest or other consideration paid or payable to GSC, no forbearance on the part of GSC or extension of the time for the payment of the whole or any part of the Obligations secured hereby, or any other indulgence given by GSC to the Mortgagor or to any other party claiming any interest in or to the Mortgaged Property, shall operate to release or in any manner affect the original liability of the Mortgagor, or the priority of this Mortgage or to limit, prejudice or impair any right of GSC, including, without limitation, the right to realize upon the security, or any part thereof, for the Obligations secured hereby or any of them, notice of any such extension, forbearance or indulgence being hereby waived by the Mortgagor and all those claiming by, through or under the Mortgagor. No consent or waiver, express or implied, by GSC to or of any default by the Mortgagor shall be construed as a consent or waiver to or of any further default in the same or any other term, condition, covenant or provision of this Mortgage or of the Obligations secured hereby. Mortgagor waives presentment, demand, notice, protest, notice of acceptance of this Mortgage, notice of loans made, credit extended or other collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect both to the Obligations and the Mortgaged Property, Mortgagor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of the Mortgaged Property, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payments thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as GSC may deem advisable. GSC shall have no duty as to the collection or protection of the Mortgaged Property or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto beyond the safe custody thereof. GSC may exercise its rights with respect to the Mortgaged Property without resorting or regard to other collateral or sources of reimbursement for liability. GSC shall not be deemed to have waived any of its rights upon or under the Obligations or the Mortgaged Property unless such waiver be in writing and signed by GSC.

Section 3.16. Fixtures and Equipment; Financing Statement. This Mortgage constitutes a security agreement under the Uniform Commercial Code as enacted in the State of Connecticut, and the Mortgagor hereby grants to GSC to secure the payment and performance of the Obligations and also to secure the performance of all agreements and covenants herein contained, a security interest in all fixtures, Service Equipment and any other property (hereinafter referred to as the "Personalty") included in the Mortgaged Property, now owned or hereafter acquired by the Mortgagor, which might otherwise be deemed "personal property" (and all accessions thereto and

"Obligated Group Documents" shall mean the Loan Agreement, the Covenants Agreement, the Note, this Mortgage, the Swap Mortgage and all other documents, agreements or instruments executed in connection therewith.

"Obligations" shall mean all indebtedness, liabilities, obligations, covenants and agreements of the Obligated Group to GSC now existing or hereafter arising or incurred under the Notes, the Loan Agreement, the Covenants Agreement this Mortgage or the other Obligated Group Documents, whether individually or collectively, direct or indirect, joint or several, absolute or contingent, but excluding the Swap Obligations, matured or unmatured, liquidated or unliquidated, secured or unsecured, arising thereunder or hereunder by contract, operation of law or otherwise and whether before or after any judgment relating to any of the foregoing.

"Permitted Encumbrances" shall mean the encumbrances set forth in Schedule B to the mortgagee title insurance policy delivered by Mortgagor to GSC in connection herewith

"Permitted Liens" shall have the meaning ascribed to it in the Covenants Agreement.

"Personalty" shall have the meaning assigned to it in Section 3.16 hereof.

"Project" shall have its meaning assigned to it in the Loan Agreement.

"Property Income" shall mean all rents, income, profits, security deposits and other benefits to which the Mortgagor may now or hereafter be entitled from any lease, tenancy or rights of use of all or any part of the Mortgaged Property and/or the income generated from the business operations conducted at or from the Mortgaged Property.

"Purchase Contract" shall have the meaning assigned to it in the recitals hereof.

"Service Equipment" shall have the meaning assigned to it in the preamble hereof.

"Swap Agreement" means that certain International Swap Dealers Association, Inc. Master Agreement dated as of February 27, 2026, by and between the Swap Provider and the Obligated Group, together with all schedules thereto and confirmations thereof, as amended and in effect from time to time, which agreement is secured on a parity with the Bonds as to the lien on the Mortgaged Property, among other collateral of the Mortgagor.

"Swap Mortgage" shall have the meaning assigned to it in the recitals hereof.

"Swap Provider" shall have the meaning assigned to it in the recitals hereof.

"Swap Obligations" shall have the meaning assigned to it in Section 2.11 hereof.

SECTION 2 REPRESENTATIONS AND WARRANTIES

the proceeds thereof). The Mortgagor covenants and agrees that, upon the subsequent acquisition of fixtures, Personalty or Service Equipment, it will provide to GSC such further assurances as may be required by GSC to establish GSC's first and prior security interest in such fixtures, Personalty and Service Equipment, except for the security interest of GSC in personal property of the Mortgagor pursuant to a line of credit extended to the Mortgagor for as long as such line of credit is outstanding. IT IS INTENDED BY THE MORTGAGOR AND GSC THAT THIS MORTGAGE BE EFFECTIVE AS A FINANCING STATEMENT FILED WITH THE REAL ESTATE RECORDS OF THE MUNICIPALITY IN WHICH THE PERSONALTY IS LOCATED AS A FIXTURE FILING. This fixture filing remains in effect as a fixture filing until this Mortgage is released of record. The Mortgagor shall execute, deliver and cause to be recorded and filed from time to time with all necessary public offices, at the Mortgagor's sole cost and expense, continuation statements and such other instruments as will maintain GSC priority of security in all fixtures, Personalty and Service Equipment. If Mortgagor shall fail to furnish any such financing and continuation statements within ten (10) days after their request by GSC, then, pursuant to the provisions of the Uniform Commercial Code, Mortgagor hereby authorizes GSC, without signature of the Mortgagor, to execute and file any such financing and continuation statements. The filing of any financing or continuation statements in the office of the Secretary of the State shall not be construed as in any way impairing the right of GSC to proceed against fixtures, Personalty or Service Equipment as real property.

Section 3.17. Zoning Changes; Alterations of the Property. The Mortgagor shall submit to GSC for its prior written approval all applications and other information relating to any proposed zoning change, variance or other action with respect to the use of the Mortgaged Property or any portion thereof that could cause the Mortgaged Property to be used for a use other than as set forth in the Loan Agreement. The Mortgagor shall also submit to GSC for its prior written approval complete plans and specifications for any additions or renovations of buildings or other improvements on the Mortgaged Property that could cause the Mortgaged Property to be used for a use other than as set forth in the Loan Agreement.

Section 3.18. Change in Management. The Mortgagor shall submit to GSC for its review and prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed, all information relating to any proposed change in the management (not including employees of the Mortgagor) of the Mortgaged Property.

Section 3.19. Covenants Relating to Lease. Until defeasance of this Mortgage in accordance with the terms hereof, the Mortgagor shall:

(a) Perform and observe all of the terms, covenants and conditions required to be performed and observed by the tenant under the Lease (including, but without limiting the generality of the foregoing, any payment obligations), do all things necessary to preserve and to keep unimpaired its rights under the Lease, not waive, excuse or discharge any of the obligations of Landlord under the Lease without GSC's prior written consent in each instance, which consent may be withheld in its absolute discretion, and diligently and continuously enforce the obligations of the Landlord under the Lease;

(b) Not do, permit or suffer any event or omission as a result of which there could occur a default under the Lease or any event which, with the giving of notice or the passage of time, or

both, would constitute a default under the Lease (including, but without limiting the generality of the foregoing, a default in any payment obligation);

(c) Not cancel, terminate, surrender, modify or amend or in any way alter or permit the alteration of any of the provisions of the Lease or agree to any termination, amendment, modification or surrender of the Lease without GSC's prior written consent in each instance, which consent may be withheld in GSC's absolute discretion;

(d) Deliver to GSC copies of any notice of default by any party under the Lease, or of any notice from the Landlord under the Lease of its intention to terminate the Lease or to re-enter and take possession of the real estate thereby demised, immediately upon delivery or receipt of such notice, as the case may be;

(e) Promptly furnish to GSC copies of such information and evidence as GSC may request concerning the Mortgagor's due observance, performance and compliance with the terms, covenants and conditions of the Lease;

(f) Not consent to the subordination of the Lease to any mortgage of the fee interest in all or any portion of the Mortgaged Property;

(g) At its sole cost and expense, execute and deliver to GSC, within five (5) days after request, such documents, instruments or agreements as may be required to permit GSC to cure any default under the Lease; and

(h) Promptly deposit with GSC an exact copy of any notice, communication, specification or other instrument or document received or given by it in any way relating to or affecting the Lease that may concern or could in any manner affect the estate of the landlord or the tenant in or under the Lease or in the real estate thereby demised.

(i) Mortgagor will from time to time as requested by GSC in its reasonable discretion, within ten (10) days after written demand from GSC, request from the landlord under the Lease and deliver to GSC a writing certifying (A) that the Lease is in full force and effect, (B) the date to which the rentals, payments and other charges payable thereunder have been paid, (C) whether there are any modifications or amendments of the Lease and if so, identifying same, and (D) whether to the landlord's knowledge Mortgagor is in default in the performance of any covenants, agreements or conditions contained in the Lease and identifying each such default.

(j) if the term of the Lease is scheduled to expire prior to the expiration of the obligations secured hereby and Mortgagor has the option to renew such term, Mortgagor shall effectively exercise such option and deliver to GSC proof of such exercise, at least sixty (60) days before the expiration of the period during which such option may be exercised. Mortgagor irrevocably appoints GSC its attorney-in-fact, coupled with an interest, to exercise any such option within such sixty (60) days period if Mortgagor has not theretofore exercised the same.

(k) Mortgagor shall promptly notify GSC, in writing, of any request made by either party to the Lease for arbitration or appraisal proceedings pursuant to the Lease and of the

institution of any arbitration or appraisal proceedings, as well as of all proceedings thereunder, and shall promptly deliver to GSC a copy of the determination of the arbitrators or appraisers in each such arbitration or appraisal proceeding. GSC shall have the right (but not the obligation), following the delivery of written notice by Mortgagor, to participate in the appointment of any arbitrator or appraiser to be appointed by Mortgagor and to participate in such arbitration or appraisal proceedings in association with Mortgagor or on its own behalf as an interested party.

(l) Mortgagor shall not waive or in any way release or discharge the landlord under the Lease of or from obligations, covenants and/or conditions under the Lease without the prior written consent of GSC.

(m) The generality of this Section 3.19 relating to the Lease shall not be limited by other provisions of this Mortgage setting forth particular obligations of Mortgagor which are also required of Mortgagor with respect to the Lease or the Mortgaged Property.

Section 3.20. Lease Obligations and Default Under Lease.

(a) Except as otherwise permitted pursuant to the terms of the Lease, the Mortgagor shall pay when due all rents and other payments and perform all covenants and agreements contained in the Lease and any other lease, sublease, ground lease or easement which, as of the date hereof or in the future, may constitute a portion of or an interest in the Mortgaged Property, and shall not surrender, assign or sublease any such lease, sublease, ground lease or easement, nor take any other action which would effect or permit the termination of any such lease, sublease, ground lease or easement. The Mortgagor covenants to furnish, upon request, to GSC within thirty (30) days after the date upon which such rents or other payments are due and payable by the Mortgagor, receipts or other evidence satisfactory to GSC evidencing the payment thereof. In any instance where the Mortgagor defers the payment of rent pursuant to the terms and conditions of the Lease, the Mortgagor shall provide to GSC notice of such deferral and copies of all materials submitted to or received from the Landlord in connection therewith, in each instance within fifteen (15) days of the Mortgagor's submittal or receipt thereof.

(b) In the event of default by the Mortgagor in the performance of any of its obligations under the Lease, including, but without limiting the generality of the foregoing, any default in the payment of any sums payable thereunder, then, in each and every case, GSC may, at its option, and in addition to its other rights hereunder following such an event, cause the default or defaults to be remedied and otherwise exercise any and all of the rights of the Mortgagor thereunder in the name of and on behalf of the Mortgagor. In furtherance of the foregoing, Mortgagor shall execute and deliver to GSC, within ten (10) days after request, such instruments as may be required to permit GSC to cure any default under the Lease, or permit GSC to take such other action required to enable GSC to cure or remedy the matter in default and preserve the interest of GSC in the Mortgaged Property. The Mortgagor shall, within ten (10) days' prior written demand, reimburse GSC for all advances made and expenses incurred by GSC in curing any such default (including, without limiting the generality of the foregoing, reasonable and documented attorneys' fees and disbursements), together with interest thereon at the prime rate per annum as published from time to time by GSC from the date that such advance is made, to and including the date the same is paid to GSC. No release or forbearance of any of the Mortgagor's obligations under the Lease, pursuant

to the Lease or otherwise, shall release the Mortgagor from any obligations under this Mortgage, including, without limitation, the obligations with respect to the payment of rent as provided for in the Lease and the performance of all of the terms, provisions, covenants, conditions and agreements contained in the Lease, to be kept, performed and complied with by the tenant therein. Mortgagor hereby irrevocably appoints GSC as its true and lawful attorney-in-fact, coupled with an interest and with full power of substitution, to do, in its name or otherwise, any and all acts to execute any and all documents which are necessary to preserve any rights of Mortgagor under or with respect to the Lease, including, without limitation, the right to effectuate any extension or renewal of the Lease, or to preserve any rights of Mortgagor whatsoever in respect of any part of the Lease.

Section 3.21. Notices of Actions Under Lease. The Mortgagor shall give GSC notice of its intention to exercise each and every option, if any, to extend the term of the Lease, or to purchase the Mortgaged Property demised by the Lease, or any portion thereof, or expand the area of the Lease, or to exercise any other right or to give any other notice which it is entitled to do thereunder, at least thirty (30) days prior to the expiration of the time to exercise such option or other right or to give any other notice under the terms thereof. If the Mortgagor intends to extend the term of the Lease, or purchase all or any part of the real estate thereby demised, or expand the area of the Lease, it shall deliver to GSC, with the notice of such decision, a copy of the notice of extension delivered to the Landlord under the Lease, together with the terms and conditions of such extension.

Section 3.22. No Assignment. Anything contained herein to the contrary notwithstanding, this Mortgage shall not constitute an assignment of the Lease within the meaning of any provisions thereof prohibiting or restricting its assignment and GSC shall have no liability or obligation thereunder by reason of this acceptance of this Mortgage.

Section 3.23. No Merger; Spreader Clause. So long as this Mortgage is in effect, there shall be no merger of the Lease or any interest therein, nor of the leasehold estate created thereby, with the fee estate in the Premises or any portion thereof or the real estate demised pursuant to the Lease, by reason of the fact that the Lease or any interest therein or leasehold estate created thereby may be held directly or indirectly by or for the account of any person who shall hold the fee estate in the Premises or any portion thereof or any interest of the Landlord under the Lease. If the Mortgagor shall acquire fee title to the real estate demised pursuant to the Lease, or any portion thereof, then, immediately upon the Mortgagor's acquisition of such property, this Mortgage automatically shall spread to cover the Mortgagor's interest in such property on the same terms, covenants and conditions as set forth herein. Upon such acquisition, the Mortgagor, at its sole cost and expense, shall deliver to GSC an endorsement to the Mortgagor's title insurance policy insuring this Mortgage, in a form acceptable to GSC, insuring that this Mortgage, as so spread to cover the Mortgagor's interest in such property, is a valid first lien on the Mortgagor's interest therein, subject only to the matters set forth in such title policy. It is the intention of the Mortgagor and GSC that no documents, instruments or agreements shall be necessary to confirm the foregoing spread of this Mortgage to cover GSC's interest in such property, as aforesaid, and that such spreader shall occur automatically upon the consummation of the Mortgagor's acquisition of such estate, title or interest of such property. Notwithstanding the foregoing, the Mortgagor shall make, execute, acknowledge and deliver to GSC or so cause to be made, executed, acknowledged and

delivered to GSC, in form reasonably satisfactory to GSC, all such further or other documents, instruments, agreements or assurances as may be reasonably required by GSC to confirm the foregoing spread of this Mortgage to cover the Mortgagor's interest in such property. The Mortgagor shall pay all reasonable and documented expenses incurred by GSC in connection with the preparation, execution, acknowledgment, delivery and/or recording of any such documents, including but without limiting the generality of the foregoing, all filing, registration and recording fees and charges, documentary stamps, mortgage taxes, intangible taxes, and reasonable and documented attorneys' fees, costs and disbursements.

Section 3.24. Section 365 Rights. The lien of this Mortgage shall attach to all of the Mortgagor's rights and remedies at any time arising under or pursuant to Subsection 365(h) of the Bankruptcy Code, 11 U.S.C. § 365(h), including, without limitation, all of the Mortgagor's rights to remain in possession of the Property.

Section 3.25. Section 365 Election. The Mortgagor shall not, without GSC's prior written consent, which may be withheld in its absolute discretion, elect to treat the Lease as terminated under Subsection 365(h)(1) of the Bankruptcy Code, 11 U.S.C. § 365(h)(1). Any such election made without GSC's prior written consent shall be void and of no force or effect.

Section 3.27. Assignment of Rights and Claims. The Mortgagor hereby unconditionally assigns, transfers and sets over unto GSC all of the Mortgagor's rights to the payment of damages arising from any rejection of the Lease by the Landlord under the Lease pursuant to the Bankruptcy Code, 11 U.S.C. Sections 101, et seq. GSC shall have the right to proceed in its own name or in the name of the Mortgagor in respect of any claim, suit, action or proceeding relating to the rejection of the Lease, including, without limitation, the right to file and prosecute, to the exclusion of the Mortgagor, any proof of claim, complaints, motions, applications, notices and other documents, in any case in respect of the landlord under the Lease pursuant to the Bankruptcy Code. This assignment constitutes a present, irrevocable and unconditional assignment of the foregoing claims, rights and remedies, and shall continue in effect until defeasance of this Mortgage in accordance with the terms hereof. Any amounts received by GSC as damages arising out of the rejection of the Lease by such landlord shall be applied, first, to all costs and expenses of GSC (including, without limitation, reasonable and documented attorneys' fees) incurred in connection with the assertion, defense, determination or exercise of any of its rights or remedies under this Section, second, to the pro rata payment of the obligations secured hereby, and the surplus, if any, shall be paid to the Mortgagor.

Section 3.28. Notification to Beneficiary. If pursuant to Subsection 365(h)(2) of the Bankruptcy Code, 11 U.S.C. § 365(h)(2), the Mortgagor seeks to offset against the rent reserved in the Lease the amount of any damages caused by the nonperformance by the Landlord under the Lease of any of the Landlord's obligations under the Lease after the rejection by the Landlord of the Lease under the Bankruptcy Code, the Mortgagor shall, prior to effecting such offset, notify GSC in writing of its intent so to do, setting forth the amounts proposed to be offset and the basis therefor. GSC shall have the right to object to all or any part of such offset, and, in the event of such objection, the Mortgagor shall not effect any offset of the amounts so objected to by GSC. If GSC fails to object within thirty (30) days after receipt of notice from the Mortgagor in accordance with the first sentence of this Section, the Mortgagor may proceed to effect such offset in the

amounts set forth in the Mortgagor's notice. Notwithstanding anything to the contrary contained herein, neither GSC's failure to object nor any objection or other communication between GSC and the Mortgagor relating to such offset shall constitute an approval of any such offset by GSC. The Mortgagor shall pay and protect GSC, and indemnify, defend and save GSC harmless from and against, any and all claims, demands, actions, suits, proceedings, damages, losses, costs and expenses of every nature whatsoever (including, without limitation, reasonable and documented attorneys' fees) arising from or relating to any offset by the Mortgagor against the rent reserved in the Lease.

Section 3.29. Control of Proceedings. If any action, proceeding, motion or notice shall be commenced or filed in respect of the Landlord under the Lease, all or part of the Mortgaged Property or the Lease in connection with any case under the Bankruptcy Code, 11 U.S.C. Sections 101, et seq., GSC shall have the option, to the exclusion of the Mortgagor, to conduct and control any such litigation with counsel of GSC's choice. GSC may proceed in its own name or in the name of the Mortgagor in connection with any such litigation, and the Mortgagor agrees to execute any and all powers, authorizations, consents or other documents required by GSC in connection therewith. The Mortgagor shall, within ten (10) days' prior written demand, pay to GSC all costs and expenses (including reasonable and documented attorneys' fees) paid or incurred by GSC in connection with the prosecution or conduct of any such proceedings. Payment and performance by the Mortgagor of its obligations under and pursuant to this Section shall be secured by the lien of this Mortgage. The Mortgagor shall not commence any action, suit, proceeding or case, or file any application or make any motion, in respect of the Lease in any such case under the Bankruptcy Code without the prior written consent of GSC, which may be withheld in its absolute discretion.

Section 3.30. Notice of Bankruptcy Filing. The Mortgagor shall, after obtaining actual knowledge thereof, promptly notify GSC orally of any filing by or against the Landlord under the Lease, of a petition under the Bankruptcy Code, 11 U. S.C. Sections 101, et seq., by telephonic notice to the location for GSC stated herein for notice. The Mortgagor shall immediately thereafter give written notice of such filing to GSC setting forth any information available to the Mortgagor as to the date of such filing, the court in which such petition was filed and the relief sought therein. The Mortgagor shall promptly deliver to GSC, following receipt, copies of any and all notices, summonses, pleadings, applications, adversary proceedings, contested matters and other documents received by the Mortgagor in connection with any such petition and any proceedings relating thereto.

Section 3.31. Rejection of Lease. If there shall be filed by or against the Mortgagor a petition under the Bankruptcy Code, 11 U.S.C. Section 101, et seq., and the Mortgagor, as tenant under the Lease, shall (A) determine to reject the Lease pursuant to Section 365(a) of the Bankruptcy Code or (B) be ordered by a specified date (the "**Determination Date**") to determine whether to assume or reject the Lease, the Mortgagor shall give GSC (y) not less than thirty (30) days prior written notice of the date on which the Mortgagor will apply to the Bankruptcy Court for authority to reject the Lease, and (z) immediate telephonic notice of the order referred to in subpart (B) of this sentence. GSC shall have the right, but not the obligation, to serve upon the Mortgagor within such thirty (30)-day period or prior to the Determination Date, as the case may be, a notice stating that (i) GSC demands that the Mortgagor assume and assign the Lease to GSC pursuant to Section 365 of the Bankruptcy Code, and (ii) GSC covenants to cure or provide

adequate assurance of prompt cure of all defaults and provide adequate assurance of future performance under the Lease. If GSC serves upon the Mortgagor the notice described in the preceding sentence, the Mortgagor shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after receipt of the notice, subject to the performance by GSC of the covenant provided in the clause (ii) of the preceding sentence.

Section 3.32. Assignment of Extension Rights. Effective upon the entry of an order for relief in respect of the Mortgagor under Chapter 7 of the Bankruptcy Code, 11 U.S.C. Section 101, et seq., the Mortgagor hereby assigns and transfers to GSC a nonexclusive right to apply to the Bankruptcy Court under Subsection 365(d)(1) of the Bankruptcy Code for an order extending the period during which the Lease may be rejected or assumed.

Section 3.33. Assignment of Leases and Rents. To further secure the Note and the other indebtedness secured hereby, the Mortgagor hereby assigns, transfers and sets over to GSC all of the leases, accounts, rents, issues and profits now due or which may hereafter become due thereunder from the Mortgaged Property.

The Mortgagor shall be entitled to collect and receive such accounts, rents, issues and profits until the occurrence and continuation of an Event of Default upon the part of the Mortgagor under any of the terms, covenants and conditions contained in this Mortgage or the Note, and the Mortgagor agrees to apply such rents, issues and profits first to the payment of the principal and interest from time to time becoming due on the Note and on the other indebtedness secured hereby and the taxes, assessments, water or sewer charges or other impositions from time to time becoming due against the Mortgaged Property, but such right of the Mortgagor so to collect and receive such rents, issues and profits may be revoked by GSC upon any default by the Mortgagor as aforesaid on five (5) days' written notice. The Mortgagor agrees that it will not further assign any of the leases, rents, issues and profits of the Mortgaged Property, unless consented to by GSC in writing, which consent shall be in the sole discretion of GSC.

Nothing in this Section contained, and no exercise by GSC of its rights hereunder, shall be deemed to constitute GSC a mortgagee in possession in the absence of an actual entry into and taking of possession of the Mortgaged Property.

The foregoing rights given GSC are intended to be complementary to any rights given GSC under a separate assignment of leases and/or residency agreements, if any, from the Mortgagor to GSC, and shall be construed accordingly.

Section 3.34. Lease Ratification and Estoppel Agreement. The Mortgagor, to the extent obtainable, shall furnish GSC at any time, within ten (10) days' prior written demand, with a lease ratification and estoppel agreement as to any lease affecting the Mortgaged Property, in form and substance reasonably satisfactory to GSC, which shall be executed by the Mortgagor and by the lessee and which shall state, if such be the case, that the lease is in full force and effect and that there is no default thereunder, that the lessee is in possession of the Mortgaged Property, paying the full rental called for therein, that no rental payments having been made in advance except as may have been approved by GSC, and stating the date of commencement of the original lease term and addressing such other matters as GSC shall request.

SECTION 4 DEFAULT AND REMEDIES

Section 4.1. Default; Acceleration of Obligations. If an Event of Default has occurred and is then continuing, GSC may exercise the remedies provided under this Mortgage, under the Loan Agreement, under the other Loan Documents, or under the laws of the State of Connecticut or any one or more of such remedies.

Section 4.2. Remedies Cumulative. No remedy herein conferred on GSC is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing.

Section 4.3. Right of GSC to Cure an Event of Default. If an Event of Default has occurred and is then continuing, GSC shall have the right, but without any obligation so to do, to cure such default for the account of the Mortgagor and to make any payment or take any action necessary to effect such cure. Without limiting the generality of the foregoing, following the occurrence and during the continuance of an Event of Default, the Mortgagor hereby authorizes GSC to pay all taxes, sewer use fees, water rates and assessments, with interest, costs and charges accrued thereon, which may at any time be a lien upon the Mortgaged Property, or any part thereof; to pay the premiums for any insurance required hereunder; to incur and pay reasonable and documented expenses in protecting its rights hereunder and the security hereby granted; and to pay any balance due under any security agreement on any fixtures and equipment included as a part of the Mortgaged Property; and the payment of all amounts so incurred shall be secured hereby as fully and effectually as any other obligation of the Mortgagor secured hereby. If GSC shall elect to make any payment or take action in accordance with this Section 4.3, GSC will first give to the Mortgagor written notice of the making of any such payment or the taking of any such action. In any such event, GSC and any person designated by GSC shall have, and is hereby granted, the right to enter upon the Mortgaged Property at reasonable times during business hours and with prior written notice and from any time and from time to time for the purpose of taking any such action provided that any such entry shall not cause any violation of applicable law relative to the operation of the facilities and/or the rights of the employees and/or residents at the facilities or cause undue disruption to (a) business operations, (b) the operations of any tenant at the Mortgaged Property or (c) the renovation and/or construction of the Project, and all monies expended by GSC in connection therewith (including, but not limited to, reasonable and documented legal expenses and disbursements), together with interest thereon at the Default Rate as specified in the Loan Agreement (or the highest rate permitted by law, whichever shall be less), from the date of each such expenditure, shall be paid by the Mortgagor to GSC forthwith within ten (10) days' prior written demand by GSC, and shall be secured by this Mortgage, and GSC shall have, in addition to any other right or remedy of GSC, the same rights and remedies in the event of non-payment of any such sums by the Mortgagor as in the case of a default by the Mortgagor in the payment of any installment of principal or interest due and payable under the Notes or Loan Agreement.

Section 4.4. Foreclosure. Without limiting any of GSC rights set forth in Section 4.5 hereof, if an Event of Default has occurred and is then continuing, GSC may foreclose this Mortgage and exercise its rights as a secured party for all or any portion of the Obligations which

is then due and payable, subject to the continuing lien of this Mortgage for the balance not then due and payable.

Section 4.5. Possession of Mortgaged Property; Appointment of Receiver.

- (a) Without limiting any of GSC rights set forth in Section 4.4 hereof, if an Event of Default has occurred and is then continuing, GSC may, at its option: (i) enter upon and take possession and control of the Mortgaged Property and the Property Income with those rights and powers more particularly set forth in Section 4.5(b) hereof; (ii) make application to a court of competent jurisdiction for and obtain the immediate ex parte appointment of a receiver authorized to immediately enter upon and take possession and control of the Mortgaged Property and the Property Income with those rights and powers more particularly set forth in Section 4.5(b) hereof; and (iii) without taking possession and control of the Mortgaged Property, immediately (with or without commencing any legal action or proceeding in any court of competent jurisdiction) collect directly all Property Income in the place and stead of the Mortgagor with full rights and powers to notify all parties liable to make payments of Property Income to make said payments directly to GSC or its agents, and GSC or its agents shall have the further power and authority to sue for or otherwise collect and receive all Property Income.
- (b) In the event GSC or a receiver enters upon and takes possession and control of the Mortgaged Property and/or the Property Income pursuant to Section 4.5(a) hereof, said person or entity shall, in addition to such other rights and powers as may subsequently be authorized, have the right and power to (i) operate, manage and control the Mortgaged Property and exercise all the rights and powers of the Mortgagor in its name or otherwise with respect to the same; (ii) make all necessary and proper maintenance, repairs, replacements, and improvements to the Mortgaged Property; (iii) collect and receive all Property Income; and (iv) enforce all terms of existing contracts pertaining to the Mortgaged Property and enter into such new contracts as GSC or the receiver may determine necessary in their sole discretion.
- (c) All Property Income collected by GSC, GSC agent or a receiver, pursuant to Section 4.5(a) hereof, shall be applied in such order of priority as GSC may determine in its sole discretion to (i) interest and principal due on the Obligations secured by this Mortgage; (ii) taxes, assessments and insurance premiums due with respect to the Mortgaged Property and/or the business operations conducted from the Mortgaged Property; (iii) all reasonable costs and expenses of operating, maintaining, repairing and improving the Mortgaged Property; and (iv) the reasonable compensation, salaries, expenses and disbursements of any agents, employees, attorneys or other representatives of GSC, GSC agent or the receiver in connection with the

possession, control and/or operation of the Mortgaged Property and the business operations conducted therefrom.

- (d) GSC, its agents, or any receiver acting pursuant to Section 4.5(a) hereof shall in no event be liable or accountable for more monies than actually are received from the Mortgaged Property during the period which GSC, its agent or any receiver actually is in possession and control of the Mortgaged Property. Neither GSC, its agents or any receiver shall be liable or accountable in any manner for the failure to collect Property Income for any reason whatsoever.
- (e) All reasonable costs, expenses and liabilities of every character incurred by GSC in managing, operating and maintaining the Mortgaged Property, not paid from Property Income as herein above provided, shall constitute advances by GSC pursuant to Section 4.3.
- (f) In the event of foreclosure, GSC, its agent or any receiver acting pursuant to Section 4.5(a) hereof may, if a deficiency exists, remain in possession of the Mortgaged Property until (i) the foreclosure sale; (ii) the redemption of the Mortgaged Property; or (iii) the expiration of any redemption period of the United States of America extending subsequent to the foreclosure sale. GSC, its agents or the receiver shall incur no liability for, nor shall the Mortgagor assert any claim or setoff as a result of, any action taken while GSC, its agent or a receiver is in possession of the Mortgaged Property.

Section 4.6. Uniform Commercial Code. If the provisions of the Uniform Commercial Code as enacted in the State of Connecticut are applicable to any property or security given to secure the indebtedness secured hereby which is sold in combination with or as a part of the Mortgaged Property, or any part thereof, at one or more foreclosure sales, any notice required under such provisions shall be fully satisfied by any notice given in connection with such foreclosure sales of the Mortgaged Property or any part thereof.

Section 4.7. Rights Cumulative. Each right, power and remedy conferred upon GSC by this Mortgage, the Loan Agreement, and the other Loan Documents, and conferred by law or in equity, is cumulative and in addition to every other right, power and remedy herein or therein set forth or otherwise so existing, may be exercised from time to time, as often, and in such order, as may be deemed expedient by GSC, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy, and no delay or omission of, or discontinuance by, GSC in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein. To constitute a waiver, there must be a writing signed by an officer of GSC and directed to the Mortgagor, specifying the waiver.

No delay or omission of GSC to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy nor shall it be construed

to be a waiver of any such default or an acquiescence therein, and every right, power and remedy given by this Mortgage to GSC may be exercised from time to time and as often as may be deemed expedient by GSC.

In case GSC shall have proceeded to enforce any right or remedy under this Mortgage, the Loan Agreement, or the other Loan Documents by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to GSC, then and in every such case and subject to applicable law and/or applicable court order, the Mortgagor and GSC shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of GSC shall continue as if no such proceeding had been taken (provided that evidence admitted or provided in connection with any such prior proceeding may be admissible in any such new proceeding). In the event of a breach or default or an Event of Default under this Mortgage, the Loan Agreement, or other Loan Documents, the Mortgagor agrees to pay and to indemnify and hold harmless GSC for all reasonable expenses, attorneys' fees, taxes and other court costs occasioned by such breach or default.

Section 4.8. No Merger. In the event GSC shall acquire title to the Mortgaged Property by conveyance from the Mortgagor or as a result of the foreclosure of any other mortgage which GSC at any time holds with respect to the Mortgaged Property, this Mortgage shall not merge in the fee of the Mortgaged Property but shall remain and continue as an existing and enforceable lien for the Obligations secured hereby until the same shall be released of record by GSC in writing.

SECTION 5 MISCELLANEOUS

Section 5.1. Notices. All notices, requests, demands and other communications provided for hereunder shall be in writing and shall be mailed or hand delivered, sent by overnight courier or emailed to the applicable party at the address indicated below:

(a) If to the Mortgagor, at:

Waveny Care Center, Inc.
3 Farm Road
New Canaan, CT 06840
Attn: Charles B. Rose, Chief Financial Officer
Email: crose@waveny.org

With a copy to:

Harris Beach Murtha Cullina PLLC
265 Church Street, 9th Floor
New Haven, CT 06510
Attn: Keith S. Varian, Esq.
Email: kvarian@harrisbeachmurtha.com

or at such other address for notice as the Mortgagor shall last have furnished in writing to the person giving the notice;

(b) If to GSC, at:

233 Genesee Street Corporation
c/o M&T Bank
One M&T Plaza
Buffalo, New York 14203
Attn: Office of the Legal Counsel

233 Genesee Street Corporation
c/o M&T Bank
265 Church Street
New Haven, CT 06510
Attn: David J. Canestri, Senior Vice President
Email: dcanestri@mtb.com

With a copy to:

Updike, Kelly & Spellacy, P.C.
Goodwin Square
225 Asylum Street, 20th Floor
Hartford, CT 06103
Attn: Michael P. Botelho, Esq.
Email: MBotelho@uks.com

Attn: Jennifer L. DiBella, Esq.
Email: jdibella@uks.com

or, as to each of the foregoing, at such other address as shall be designated by such person in a written notice to the other party complying as to delivery with the terms of this Section 5.1. All such notices, requests, demands and other communications shall be deemed delivered on the earlier of (i) the date received or (ii) the date of delivery, refusal or non-delivery indicated on the return receipt if deposited in the United States mails, sent postage prepaid, certified or registered mail, return receipt requested, addressed as aforesaid. If any such notice, request, demand or other communication is hand-delivered or delivered by overnight delivery service, same shall be effective upon receipted delivery.

Section 5.2. COMMERCIAL WAIVER. THE MORTGAGOR AND EACH AND EVERY ENDORSER, GUARANTOR AND SURETY OF THE OBLIGATIONS SECURED BY THIS MORTGAGE, AND EACH OTHER PERSON WHO IS OR WHO SHALL BECOME LIABLE FOR ALL OR ANY PART OF THE OBLIGATIONS SECURED BY THIS MORTGAGE, HEREBY ACKNOWLEDGE THAT THE TRANSACTION OF WHICH THIS MORTGAGE IS A PART IS A COMMERCIAL TRANSACTION AND WAIVE THEIR RIGHTS TO PRIOR NOTICE AND PRIOR HEARING UNDER CHAPTER 903a OF THE

CONNECTICUT GENERAL STATUTES AS AMENDED OR BY OTHER APPLICABLE LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH GSC MAY DESIRE TO USE.

SECTION 5.3. JURY TRIAL WAIVER. MORTGAGOR AND GSC (BY ACCEPTANCE OF THIS MORTGAGE) MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE, OR ANY OTHER LOAN DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY, INCLUDING, WITHOUT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS OR ACTIONS OF GSC RELATING TO THE ADMINISTRATION OF THE TRANSACTION CONTEMPLATED BY THE LOAN AGREEMENT OR ENFORCEMENT OF THE LOAN DOCUMENTS, AND AGREE THAT NEITHER PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EXCEPT AS PROHIBITED BY LAW, MORTGAGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES (UNLESS AND TO THE EXTENT OF DAMAGES ARISING AS A RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF GSC OR ANY OF ITS SUCCESSORS OR ASSIGNS). MORTGAGOR CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF GSC HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT GSC WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR GSC TO ACCEPT THIS MORTGAGE AND MAKE THE ADVANCES CONTEMPLATED BY THE LOAN AGREEMENT.

Section 5.4.) Open-End Mortgage. This is an "open-end" mortgage and GSC and any other holder hereof shall have all the rights, powers and protection to which the holder of any open end mortgage is entitled under Section 49-2 of the Connecticut General Statutes, as amended. Periodic advances are permitted hereunder and GSC shall record such advancements in its books and records. Upon request of the Mortgagor, GSC may hereafter, at its option, at any time before full payment of the indebtedness secured by this Mortgage, make further advances, to the Mortgagor, in amounts and at such rates of interest as GSC shall determine, and every such further advance, with interest, shall be secured by this Mortgage and evidenced by an additional instrument given by the Mortgagor provided, that the amount of the aggregate principal secured by this Mortgage and remaining unpaid shall at no time exceed the original aggregate principal sum secured hereby and provided that the time of repayment of such advances shall not extend the time of repayment beyond the maturity of the original debt hereby secured.

Section 5.5. Cross Default and Cross Collateral. The Mortgagor acknowledges and agrees that the occurrence and continuance of an Event of Default under the terms of this Mortgage shall

constitute a default under the other Loan Documents in effect at the time of any such default and under the documents evidencing any other loan now existing or hereafter made by GSC or its affiliates to the Mortgagor, and a default under the other Loan Documents or any of them or any of said existing or future loans shall constitute an Event of Default under this Mortgage. The security interests, liens and other rights and interests in and relative to any of the collateral now or hereafter granted to GSC or its affiliates by the Mortgagor by or in any instrument or agreement, including but not limited to this Mortgage and the Loan Documents, shall serve as security for any and all liabilities of the Mortgagor to GSC and its affiliates, including but not limited to the liabilities described in this Mortgage, the Swap Mortgage and the Loan Documents, and, for the repayment thereof, GSC and its affiliates may resort to any security held by it in such order and manner as it may elect.

Section 5.6. Expenses. The Mortgagor will pay all reasonable and documented expenses arising out of the preparation, administration, amendment, protection, collection and/or other enforcement of this Mortgage (including, without limitation, the reasonable and documented fees and expenses of GSC legal counsel, accountants and appraisers).

Section 5.7. Stamp Tax. The Mortgagor will pay any stamp or other tax which becomes payable in respect of this Mortgage.

Section 5.8. Schedules and Exhibits. The Schedules and Exhibits which are attached hereto are and shall constitute a part of this Mortgage.

Section 5.9. Governing Law. This Mortgage and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of Connecticut (excluding the laws applicable to conflicts or choice of law).

Section 5.10. Survival of Representations. All representations, warranties, covenants and agreements contained in this Mortgage shall continue in full force and effect until all of the Obligations shall have been paid in full.

Section 5.11. Amendments. No modification or amendment of this Mortgage shall be effective unless same shall be in writing and signed by GSC and the Mortgagor.

Section 5.12. Successors and Assigns. This Mortgage shall be binding upon and shall inure to the benefit of the Mortgagor, GSC and their respective permitted successors and assigns.

Section 5.13. Severability. Any provision of this Mortgage which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 5.14. Headings. All article and section headings in this Mortgage are included for convenience of reference only and shall not constitute a part of this Mortgage for any other purpose.

Section 5.15. Interpretation and Construction. The following rules shall apply to the interpretation and construction of this Mortgage unless the context requires otherwise: (a) the singular includes the plural and the plural, the singular; (b) words importing any gender include the other genders; (c) references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute to which reference is made and all regulations promulgated pursuant to such statutes; (d) references to "writing" includes printing, photocopying, typing, lithography and other means of reproducing words in a tangible visible form; (e) the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation"; (f) references to the introductory paragraph, preliminary statements, articles, sections (or subdivisions of sections), exhibits or schedules are to those of this Mortgage unless otherwise indicated; (g) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent that such amendments and other modifications are permitted or not prohibited by the terms of this Mortgage; (h) references to persons include their respective permitted successors and assigns; and (i) "or" is not exclusive.

NOW THEREFORE, if the indebtedness which in accordance with the provisions hereof shall be secured hereby, and any extensions or renewals thereof, and any and all other amounts due hereunder, under the Note, the Loan Agreement, the Covenants Agreement and any other Obligated Group Documents, shall be well and truly paid according to their tenor, and if all agreements and provisions contained in the Note, the Loan Agreement, the Covenants Agreement and the other Obligated Group Documents and herein are fully kept and performed, then this Mortgage shall become null and void; otherwise to remain in full force and effect.

[remainder of page intentionally left blank; signature page follows]

[Signature page to Construction Leasehold Mortgage, Security Agreement,
Assignment of Rents and Fixture Filing]
(Securing Bond Loan Obligations)

IN WITNESS WHEREOF, the Mortgagor has executed and delivered this Mortgage as of the date first written above.

Signed, sealed and delivered
in the presence of:

WAVENY CARE CENTER, INC.

Jodie L. Driscoll
Tiffany Rado

By: 
Name: Russell R. Barksdale, Jr.
Title: President and Chief Executive Officer
Duly Authorized

STATE OF CONNECTICUT) at Stamford
COUNTY OF FAIRFIELD)

On this the 24th day of February, 2026, before me, the undersigned officer, personally appeared Russell R. Barksdale, Jr., known to me (or satisfactorily proven) to be the President and Chief Executive Officer of Waveny Care Center, Inc. and acknowledged that he executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of said nonprofit corporation.

In Witness Whereof I hereunto set my hand.

John A. Duncanson
Notary Public/My Commission Expires:
Commissioner of the Superior Court

Schedule A

[Legal Description of Mortgaged Property]

ALL THAT certain piece, parcel or tract of land situated in the Town of New Canaan, County of Fairfield and State of Connecticut bounded and described as follows:

To find the point of beginning, commence at the northwesterly corner of property owned by the Town of New Canaan as shown on "Map of Property Surveyed for Town of New Canaan, New Canaan, Connecticut dated Nov. 20, 1964, which map is on file in the New Canaan "Town Clerk's office and is designated as Map No. 3835; thence proceed southerly along the westerly line of said property of the Town of New Canaan S. 21° 46' 10" E. 100.46 feet; thence southwesterly through other property of the Town of New Canaan, formerly property of Ruth L. Lloyd, on a curve to the left having a radius of 2026.50 feet for a distance of 141.53 feet, thence on a curve to the left having a radius of 935.86 feet a distance of 106.99 feet to the point of beginning; thence proceed southerly and westerly through land of the Town of New Canaan S. 2° 11' W. 329.95 feet, S. 35° 58' E. 134.46 feet, South 670.00 feet, S. 69° 13' W, 371.32 feet, and N. 57° 13' W. 420.14 feet to the easterly line of Old Stamford Road; thence northerly along the easterly side of Old Stamford Road' N. 28° 51' 10" E. 70.15 feet, N. 24° 06' 10" E. 27.48 feet, N. 20° 24' 50" E. 24.86 feet, N. 17° 54' 20" E. 26.08 feet, N. 13° 15' E. 86.42 feet, N. 13° 12' 10" E. 12.35 feet, N. 21° 06' 20" E. 43.57 feet, N. 6° 21' 10" E. 170.37 feet; thence northeasterly through land of the Town of New Canaan on a curve to the right having a radius of 50.00 feet a distance of 53.61 feet; thence on a curve to the left having a radius of 346.00 feet a distance of 242.29 feet, thence N. 27° 40' E., 50.00 feet; thence on a curve to the right having a radius of 935.86 feet a distance of 438.29 feet to the point or place of beginning, consisting of 12.134 acres.

Said premises are also leased together with the right to connect with and use all public utility services now or hereafter installed or laid out in Lapham Park; including the right to connect to the proposed sewer line which is to serve the high school and Lapham Park, the existing water lines of the New Canaan Water Company and the existing telephone and power lines, all connections to be at such locations as may be mutually agreed upon by the parties and/or as may be determined by the Planning and Zoning Commission of the Town of New Canaan, and all such connections to carry with them the usual easements to allow for the maintenance and service of said connections.

Said premises are also leased together with the right to bring in such public utility services as the Lessee requires which are not available from existing or future public utility services otherwise servicing Lapham Park, In the event any such public utility services are so brought in they shall be in locations mutually agreed upon the parties or as may be determined by the Planning and Zoning Commission of the Town of New Canaan and shall carry with them the usual easements to allow for the maintenance and service of said utilities.

EXHIBIT A

[Series 2026 Note]

See Attached

SERIES 2026 NOTE

Dated As of February 27, 2026

(THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933)

KNOW ALL MEN BY THESE PRESENTS that **WAVENY LIFECARE NETWORK, INC., WAVENY CARE CENTER, INC., WAVENY CARE CENTER HEALTH SERVICES, INC., VISITING NURSE & HOSPICE OF FAIRFIELD COUNTY, INC., AND WAVENY AT HOME, INC.**, each a nonprofit corporation duly organized and existing under the laws of the State of Connecticut (collectively, the "Obligated Group"), for value received hereby acknowledge themselves obligated to, and promise to pay to the **HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN** (the "Authority"), the principal sum of up to **THIRTY-TWO MILLION TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$32,200,000)**, in one or more installments through advances, and to pay interest thereon in accordance with the Loan Agreement (and Security Agreement), dated as of February 1, 2026 (the "Loan Agreement"), by and among the Housing Authority of the Town of New Canaan (the "Authority"), the Obligated Group and 233 Genesee Street Corporation, as the initial purchaser (the "Purchaser"), relating to the loan to the Obligated Group by the Authority of the proceeds of Authority's Revenue Bonds (Waveny Care Center Project), Series 2026 (the "Series 2026 Bonds") issued in the original principal amount of up to \$32,200,000 under the Loan Agreement.

This Series 2026 Note is issued for the purpose of evidencing and securing the obligations of the Obligated Group under the Loan Agreement, to repay the loan made by the Authority, together with interest thereon and all other amounts, fees, penalties, premiums, adjustments, expenses, counsel fees and other payments of any kind required to be paid by the Obligated Group and the other Members of the Obligated Group thereunder. Reference is made to the Loan Agreement for its provisions, including the provisions for the payment of principal and interest on this Series 2026 Note, to which the holder hereof, by acceptance of this Series 2026 Note, assents. This Series 2026 Note is also issued for the purpose of evidencing and securing the obligations of the Obligated Group under the Loan Agreement pursuant to which the Authority made a loan to the Obligated Group of the proceeds of the sale of the Series 2026 Bonds to provide monies to finance the Costs of the 2026 Project and to pay the Costs of Issuance of the Series 2026 Bonds.

Principal and interest hereon shall be paid in the respective amounts and at the times as may be necessary to pay debt service on the Series 2026 Bonds while such Series 2026 Bonds remain outstanding, as provided in the Loan Agreement. Any payment hereon which shall not be paid when due shall bear interest at the rate determined in accordance with the Loan Agreement.

Notwithstanding anything to the contrary herein or in the Loan Agreement, the Obligated Group agrees to pay all amounts due and owing on the Series 2026 Bonds as they become due directly to the Purchaser.

This Series 2026 Note is issued in the principal amount of up to \$32,200,000 and is designated as the "Series 2026 Note" (the "Series 2026 Note"). Upon such transfer a new registered Series 2026 Note without coupons of the same series and maturity and of authorized denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange therefor.

This Series 2026 Note is subject to prepayment as provided in the Loan Agreement.

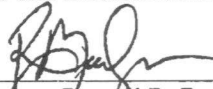
The Obligated Group hereby waives presentment for payment, demand, protest, notice of protest, notice of dishonor and all defenses on the grounds of extension of time of payment for the payment hereof which may be given.

Upon the occurrence of certain "Events of Default" (as defined in the Loan Agreement), the principal of this Series 2026 Note then outstanding may be declared, and thereupon shall become, due and payable as provided in the Loan Agreement.

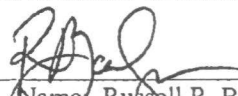
[Signature Page Follows]

IN WITNESS WHEREOF, the Obligated Group has caused this Series 2026 Note to be executed in its name and on its behalf by the manual signature of its duly authorized officer as of the date first written above.

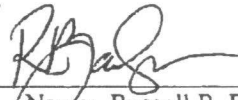
WAVENY LIFECARE NETWORK, INC.,

By: 
Name: Russell R. Barksdale, Jr.
Title: President and Chief Executive Officer

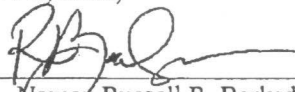
WAVENY CARE CENTER, INC.,

By: 
Name: Russell R. Barksdale, Jr.
Title: President and Chief Executive Officer

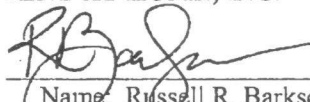
WAVENY CARE CENTER HEALTH SERVICES, INC.,

By: 
Name: Russell R. Barksdale, Jr.
Title: President and Chief Executive Officer

VISITING NURSE & HOSPICE OF FAIRFIELD COUNTY, INC.,

By: 
Name: Russell R. Barksdale, Jr.
Title: President and Chief Executive Officer

WAVENY AT HOME, INC.

By: 
Name: Russell R. Barksdale, Jr.
Title: President and Chief Executive Officer

SCHEDULE 2.5

[LEASES]

NONE