



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

SEP20'21 AM11:25 RCVD



September 20, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services to amend a Clean Water State Revolving Fund loan agreement (Allonge) with Crotched Mountain Rehabilitation Center, Inc. (VC #177652 B001), Greenfield, NH, which revises the Allonge and incorporates a Mortgage Assumption Agreement under the provisions of RSA 486:14 and N.H. Code of Administrative Rules Env-Wq 500 et seq., effective upon Governor & Council approval. This Allonge was originally approved by the Governor & Council on December 14, 2011 as item #68.

EXPLANATION

Crotched Mountain Rehabilitation Center, Inc. (CMRC) borrowed a total of \$3,991,708 in 2009 and began repaying the loan back in January 2012. The original loan was for 20 years at an interest rate of 2.864%. Currently the principal balance of the loan stands at \$2,536,738. Under the amended loan agreement the loan period is extended out to 2041 at an interest rate of 2.00%. CMRC went into default on the loan in 2020 during the pandemic. CMCR is in the process of being purchased by a new company and this refinancing of the existing loan is part of the purchase agreement.

Under the terms of the Allonge, Legacy by Gersh Holdings, LLC will pay back the principal sum with interest, over a twenty-year period, payable in installments as provided in the Allonge. This Allonge establishes a revised long-term principal and interest repayment schedule. The amended Allonge will be assigned by CMRC to Legacy by Gersh Holdings LLC upon closing of the purchase of CMRC. Through this action, the state will collect the original loan amount through assignment to the new owner.

We respectfully request your approval.

Robert R. Scott, Commissioner

SECOND ALLONGE TO PROMISSORY NOTE

This Second Allonge made this _____ day of _____, 2021 among Crotched Mountain Rehabilitation Center, Inc., a New Hampshire corporation with an address of One Verney Drive, Greenfield, New Hampshire 03047 (the "Maker"), Legacy by Gersh Holdings LLC, a New Hampshire limited liability company with an address of P.O. Box 3550, Concord, New Hampshire 03302-3550 ("Holdings") and the State of New Hampshire with an address of c/o Department of Environmental Services, 29 Hazen Drive, P.O. Box 95, Concord, New Hampshire 03302-0095 (the "Payee") for themselves and their successors and assigns.

RECITALS

- A. Pursuant to a Loan Agreement dated December 10, 2009 between the Maker and the Payee (the "Loan Agreement"), the Payee agreed to provide a loan to the Maker of up to \$4,100,000, which is evidenced by the Promissory Note dated December 10, 2009 in the principal amount of up to \$4,100,000 as amended by an Allonge dated December 14, 2011 between the Maker and the Payee (as amended, the "Note");
- B. Holdings is acquiring the real estate and fixtures of the Maker and is assuming the Maker's obligations under the Note and the Loan Agreement and related documents;
- C. As of September 30, 2021, the principal balance of the Note is \$2,536,738.72, and there is accrued interest on the Note of \$67,505.44; and
- D. The parties desire to modify the terms of the Note pursuant to the terms of this Allonge.
- E. The Maker and the Payee have entered into that certain Novation Agreement of near or even date herewith (the "Novation Agreement") by which the Maker is released from its obligations pursuant to the Note, the Loan Agreement and related documents.

NOW THEREFORE, the parties agree as follows:

- 1. The Note is hereby amended as follows:
 - (a) The Charge Rate as defined in eighth through fifteenth lines of the first paragraph of the Note is hereby amended to Two Percent (2.0%).
 - (b) The remaining principal balance of the Note after the amount paid by the Maker pursuant to Section 2 hereof, which principal balance will be \$2,486,738.72, shall be paid in Two Hundred and Forty (240) equal monthly installments of principal and interest on

the first day of each month in the amounts set forth in Exhibit A
attached hereto.

2. On the date hereof the Maker shall pay the Payee the amount of \$50,000 towards the outstanding principal of the Note.
3. The accrued interest from June 1, 2020 through the date of this Allonge is hereby waived by the Payee.
4. The Note, as amended hereby, is hereby ratified and confirmed and shall remain in full force and effect, except as set forth in the Novation Agreement. The Payee affirms that it has released the Maker from each and every obligation under the Note, the Loan Agreement and the related documents pursuant to the Novation Agreement.

Executed as of the day and year first above written.

**CROTCHED MOUNTAIN REHABILITATION
CENTER, INC.**

Witness

By: _____
Name:
Title:
Duly Authorized

LEGACY BY GERSH HOLDINGS LLC

Witness

By: _____
Name:
Title:
Duly Authorized

THE STATE OF NEW HAMPSHIRE

Witness

By: _____
Robert R. Scott, Commissioner
Department of Environmental Services
Duly Authorized

New Hampshire Department of Environmental Services

Clean Water SRF Loan Schedule

Borrower: Crotched Mountain Rehabilitation Center

Project Number: CS330900-01

REFINANCE LOAN SCHEDULE

Prepared Date: 9/14/2021

20 years, monthly payments

2.0% total interest rate

Ref Number	Due Date	Date Received	Beginning Balance	Principal	Loan Interest	Administrative Fees (Interest)	Total Payment	Ending Balance
	9/30/2021		2,536,738.72	50,000.00	0.00	0.00	50,000.00	2,486,738.72
1	10/1/2021		2,486,738.72	8,435.44	0.00	4,144.56	12,580.00	2,478,303.28
2	11/1/2021		2,478,303.28	8,449.49	0.00	4,130.51	12,580.00	2,469,853.79
3	12/1/2021		2,469,853.79	8,463.58	0.00	4,116.42	12,580.00	2,461,390.21
4	1/1/2022		2,461,390.21	8,477.68	0.00	4,102.32	12,580.00	2,452,912.53
5	2/1/2022		2,452,912.53	8,491.81	0.00	4,088.19	12,580.00	2,444,420.72
6	3/1/2022		2,444,420.72	8,505.97	0.00	4,074.03	12,580.00	2,435,914.75
7	4/1/2022		2,435,914.75	8,520.14	0.00	4,059.86	12,580.00	2,427,394.61
8	5/1/2022		2,427,394.61	8,534.34	0.00	4,045.66	12,580.00	2,418,860.27
9	6/1/2022		2,418,860.27	8,548.57	0.00	4,031.43	12,580.00	2,410,311.70
10	7/1/2022		2,410,311.70	8,562.81	0.00	4,017.19	12,580.00	2,401,748.89
11	8/1/2022		2,401,748.89	8,577.09	0.00	4,002.91	12,580.00	2,393,171.80
12	9/1/2022		2,393,171.80	8,591.38	0.00	3,988.62	12,580.00	2,384,580.42
13	10/1/2022		2,384,580.42	8,605.70	0.00	3,974.30	12,580.00	2,375,974.72
14	11/1/2022		2,375,974.72	8,620.04	0.00	3,959.96	12,580.00	2,367,354.68
15	12/1/2022		2,367,354.68	8,634.41	0.00	3,945.59	12,580.00	2,358,720.27
16	1/1/2023		2,358,720.27	8,648.80	0.00	3,931.20	12,580.00	2,350,071.47
17	2/1/2023		2,350,071.47	8,663.21	0.00	3,916.79	12,580.00	2,341,408.26
18	3/1/2023		2,341,408.26	8,677.65	0.00	3,902.35	12,580.00	2,332,730.61
19	4/1/2023		2,332,730.61	8,692.12	0.00	3,887.88	12,580.00	2,324,038.49
20	5/1/2023		2,324,038.49	8,706.60	0.00	3,873.40	12,580.00	2,315,331.89
21	6/1/2023		2,315,331.89	8,721.11	0.00	3,858.89	12,580.00	2,306,610.78
22	7/1/2023		2,306,610.78	8,735.65	0.00	3,844.35	12,580.00	2,297,875.13
23	8/1/2023		2,297,875.13	8,750.21	0.00	3,829.79	12,580.00	2,289,124.92
24	9/1/2023		2,289,124.92	8,764.79	0.00	3,815.21	12,580.00	2,280,360.13
25	10/1/2023		2,280,360.13	8,779.40	0.00	3,800.60	12,580.00	2,271,580.73
26	11/1/2023		2,271,580.73	8,794.03	0.00	3,785.97	12,580.00	2,262,786.70
27	12/1/2023		2,262,786.70	8,808.69	0.00	3,771.31	12,580.00	2,253,978.01
28	1/1/2024		2,253,978.01	8,823.37	0.00	3,756.63	12,580.00	2,245,154.64
29	2/1/2024		2,245,154.64	8,838.08	0.00	3,741.92	12,580.00	2,236,316.56
30	3/1/2024		2,236,316.56	8,852.81	0.00	3,727.19	12,580.00	2,227,463.75
31	4/1/2024		2,227,463.75	8,867.56	0.00	3,712.44	12,580.00	2,218,596.19
32	5/1/2024		2,218,596.19	8,882.34	0.00	3,697.66	12,580.00	2,209,713.85
33	6/1/2024		2,209,713.85	8,897.14	0.00	3,682.86	12,580.00	2,200,816.71
34	7/1/2024		2,200,816.71	8,911.97	0.00	3,668.03	12,580.00	2,191,904.74
35	8/1/2024		2,191,904.74	8,926.83	0.00	3,653.17	12,580.00	2,182,977.91
36	9/1/2024		2,182,977.91	8,941.70	0.00	3,638.30	12,580.00	2,174,036.21
37	10/1/2024		2,174,036.21	8,956.61	0.00	3,623.39	12,580.00	2,165,079.60
38	11/1/2024		2,165,079.60	8,971.53	0.00	3,608.47	12,580.00	2,156,108.07
39	12/1/2024		2,156,108.07	8,986.49	0.00	3,593.51	12,580.00	2,147,121.58
40	1/1/2025		2,147,121.58	9,001.46	0.00	3,578.54	12,580.00	2,138,120.12
41	2/1/2025		2,138,120.12	9,016.47	0.00	3,563.53	12,580.00	2,129,103.65
42	3/1/2025		2,129,103.65	9,031.49	0.00	3,548.51	12,580.00	2,120,072.16
43	4/1/2025		2,120,072.16	9,046.55	0.00	3,533.45	12,580.00	2,111,025.61
44	5/1/2025		2,111,025.61	9,061.62	0.00	3,518.38	12,580.00	2,101,963.99
45	6/1/2025		2,101,963.99	9,076.73	0.00	3,503.27	12,580.00	2,092,887.26
46	7/1/2025		2,092,887.26	9,091.85	0.00	3,488.15	12,580.00	2,083,795.41
47	8/1/2025		2,083,795.41	9,107.01	0.00	3,472.99	12,580.00	2,074,688.40
48	9/1/2025		2,074,688.40	9,122.19	0.00	3,457.81	12,580.00	2,065,566.21
49	10/1/2025		2,065,566.21	9,137.39	0.00	3,442.61	12,580.00	2,056,428.82
50	11/1/2025		2,056,428.82	9,152.62	0.00	3,427.38	12,580.00	2,047,276.20
51	12/1/2025		2,047,276.20	9,167.87	0.00	3,412.13	12,580.00	2,038,108.33
52	1/1/2026		2,038,108.33	9,183.15	0.00	3,396.85	12,580.00	2,028,925.18
53	2/1/2026		2,028,925.18	9,198.46	0.00	3,381.54	12,580.00	2,019,726.72
54	3/1/2026		2,019,726.72	9,213.79	0.00	3,366.21	12,580.00	2,010,512.93
55	4/1/2026		2,010,512.93	9,229.15	0.00	3,350.85	12,580.00	2,001,283.78
56	5/1/2026		2,001,283.78	9,244.53	0.00	3,335.47	12,580.00	1,992,039.25
57	6/1/2026		1,992,039.25	9,259.93	0.00	3,320.07	12,580.00	1,982,779.32
58	7/1/2026		1,982,779.32	9,275.37	0.00	3,304.63	12,580.00	1,973,503.95

59	8/1/2026	1,973,503.95	9,290.83	0.00	3,289.17	12,580.00	1,964,213.12
60	9/1/2026	1,964,213.12	9,306.31	0.00	3,273.69	12,580.00	1,954,906.81
61	10/1/2026	1,954,906.81	9,321.82	0.00	3,258.18	12,580.00	1,945,584.99
62	11/1/2026	1,945,584.99	9,337.36	0.00	3,242.64	12,580.00	1,936,247.63
63	12/1/2026	1,936,247.63	9,352.92	0.00	3,227.08	12,580.00	1,926,894.71
64	1/1/2027	1,926,894.71	9,368.51	0.00	3,211.49	12,580.00	1,917,526.20
65	2/1/2027	1,917,526.20	9,384.12	0.00	3,195.88	12,580.00	1,908,142.08
66	3/1/2027	1,908,142.08	9,399.76	0.00	3,180.24	12,580.00	1,898,742.32
67	4/1/2027	1,898,742.32	9,415.43	0.00	3,164.57	12,580.00	1,889,326.89
68	5/1/2027	1,889,326.89	9,431.12	0.00	3,148.88	12,580.00	1,879,895.77
69	6/1/2027	1,879,895.77	9,446.84	0.00	3,133.16	12,580.00	1,870,448.93
70	7/1/2027	1,870,448.93	9,462.59	0.00	3,117.41	12,580.00	1,860,986.34
71	8/1/2027	1,860,986.34	9,478.36	0.00	3,101.64	12,580.00	1,851,507.98
72	9/1/2027	1,851,507.98	9,494.15	0.00	3,085.85	12,580.00	1,842,013.83
73	10/1/2027	1,842,013.83	9,509.98	0.00	3,070.02	12,580.00	1,832,503.85
74	11/1/2027	1,832,503.85	9,525.83	0.00	3,054.17	12,580.00	1,822,978.02
75	12/1/2027	1,822,978.02	9,541.70	0.00	3,038.30	12,580.00	1,813,436.32
76	1/1/2028	1,813,436.32	9,557.61	0.00	3,022.39	12,580.00	1,803,878.71
77	2/1/2028	1,803,878.71	9,573.54	0.00	3,006.46	12,580.00	1,794,305.17
78	3/1/2028	1,794,305.17	9,589.49	0.00	2,990.51	12,580.00	1,784,715.68
79	4/1/2028	1,784,715.68	9,605.47	0.00	2,974.53	12,580.00	1,775,110.21
80	5/1/2028	1,775,110.21	9,621.48	0.00	2,958.52	12,580.00	1,765,488.73
81	6/1/2028	1,765,488.73	9,637.52	0.00	2,942.48	12,580.00	1,755,851.21
82	7/1/2028	1,755,851.21	9,653.58	0.00	2,926.42	12,580.00	1,746,197.63
83	8/1/2028	1,746,197.63	9,669.67	0.00	2,910.33	12,580.00	1,736,527.96
84	9/1/2028	1,736,527.96	9,685.79	0.00	2,894.21	12,580.00	1,726,842.17
85	10/1/2028	1,726,842.17	9,701.93	0.00	2,878.07	12,580.00	1,717,140.24
86	11/1/2028	1,717,140.24	9,718.10	0.00	2,861.90	12,580.00	1,707,422.14
87	12/1/2028	1,707,422.14	9,734.30	0.00	2,845.70	12,580.00	1,697,687.84
88	1/1/2029	1,697,687.84	9,750.52	0.00	2,829.48	12,580.00	1,687,937.32
89	2/1/2029	1,687,937.32	9,766.77	0.00	2,813.23	12,580.00	1,678,170.55
90	3/1/2029	1,678,170.55	9,783.05	0.00	2,796.95	12,580.00	1,668,387.50
91	4/1/2029	1,668,387.50	9,799.35	0.00	2,780.65	12,580.00	1,658,588.15
92	5/1/2029	1,658,588.15	9,815.69	0.00	2,764.31	12,580.00	1,648,772.46
93	6/1/2029	1,648,772.46	9,832.05	0.00	2,747.95	12,580.00	1,638,940.41
94	7/1/2029	1,638,940.41	9,848.43	0.00	2,731.57	12,580.00	1,629,091.98
95	8/1/2029	1,629,091.98	9,864.85	0.00	2,715.15	12,580.00	1,619,227.13
96	9/1/2029	1,619,227.13	9,881.29	0.00	2,698.71	12,580.00	1,609,345.84
97	10/1/2029	1,609,345.84	9,897.76	0.00	2,682.24	12,580.00	1,599,448.08
98	11/1/2029	1,599,448.08	9,914.25	0.00	2,665.75	12,580.00	1,589,533.83
99	12/1/2029	1,589,533.83	9,930.78	0.00	2,649.22	12,580.00	1,579,603.05
100	1/1/2030	1,579,603.05	9,947.33	0.00	2,632.67	12,580.00	1,569,655.72
101	2/1/2030	1,569,655.72	9,963.91	0.00	2,616.09	12,580.00	1,559,691.81
102	3/1/2030	1,559,691.81	9,980.51	0.00	2,599.49	12,580.00	1,549,711.30
103	4/1/2030	1,549,711.30	9,997.15	0.00	2,582.85	12,580.00	1,539,714.15
104	5/1/2030	1,539,714.15	10,013.81	0.00	2,566.19	12,580.00	1,529,700.34
105	6/1/2030	1,529,700.34	10,030.50	0.00	2,549.50	12,580.00	1,519,669.84
106	7/1/2030	1,519,669.84	10,047.22	0.00	2,532.78	12,580.00	1,509,622.62
107	8/1/2030	1,509,622.62	10,063.96	0.00	2,516.04	12,580.00	1,499,558.66
108	9/1/2030	1,499,558.66	10,080.74	0.00	2,499.26	12,580.00	1,489,477.92
109	10/1/2030	1,489,477.92	10,097.54	0.00	2,482.46	12,580.00	1,479,380.38
110	11/1/2030	1,479,380.38	10,114.37	0.00	2,465.63	12,580.00	1,469,266.01
111	12/1/2030	1,469,266.01	10,131.22	0.00	2,448.78	12,580.00	1,459,134.79
112	1/1/2031	1,459,134.79	10,148.11	0.00	2,431.89	12,580.00	1,448,986.68
113	2/1/2031	1,448,986.68	10,165.02	0.00	2,414.98	12,580.00	1,438,821.66
114	3/1/2031	1,438,821.66	10,181.96	0.00	2,398.04	12,580.00	1,428,639.70
115	4/1/2031	1,428,639.70	10,198.93	0.00	2,381.07	12,580.00	1,418,440.77
116	5/1/2031	1,418,440.77	10,215.93	0.00	2,364.07	12,580.00	1,408,224.84
117	6/1/2031	1,408,224.84	10,232.96	0.00	2,347.04	12,580.00	1,397,991.88
118	7/1/2031	1,397,991.88	10,250.01	0.00	2,329.99	12,580.00	1,387,741.87
119	8/1/2031	1,387,741.87	10,267.10	0.00	2,312.90	12,580.00	1,377,474.77
120	9/1/2031	1,377,474.77	10,284.21	0.00	2,295.79	12,580.00	1,367,190.56
121	10/1/2031	1,367,190.56	10,301.35	0.00	2,278.65	12,580.00	1,356,889.21
122	11/1/2031	1,356,889.21	10,318.52	0.00	2,261.48	12,580.00	1,346,570.69
123	12/1/2031	1,346,570.69	10,335.72	0.00	2,244.28	12,580.00	1,336,234.97
124	1/1/2032	1,336,234.97	10,352.94	0.00	2,227.06	12,580.00	1,325,882.03
125	2/1/2032	1,325,882.03	10,370.20	0.00	2,209.80	12,580.00	1,315,511.83
126	3/1/2032	1,315,511.83	10,387.48	0.00	2,192.52	12,580.00	1,305,124.35
127	4/1/2032	1,305,124.35	10,404.79	0.00	2,175.21	12,580.00	1,294,719.56

128	5/1/2032	1,294,719.56	10,422.13	0.00	2,157.87	12,580.00	1,284,297.43
129	6/1/2032	1,284,297.43	10,439.50	0.00	2,140.50	12,580.00	1,273,857.93
130	7/1/2032	1,273,857.93	10,456.90	0.00	2,123.10	12,580.00	1,263,401.03
131	8/1/2032	1,263,401.03	10,474.33	0.00	2,105.67	12,580.00	1,252,926.70
132	9/1/2032	1,252,926.70	10,491.79	0.00	2,088.21	12,580.00	1,242,434.91
133	10/1/2032	1,242,434.91	10,509.28	0.00	2,070.72	12,580.00	1,231,925.63
134	11/1/2032	1,231,925.63	10,526.79	0.00	2,053.21	12,580.00	1,221,398.84
135	12/1/2032	1,221,398.84	10,544.34	0.00	2,035.66	12,580.00	1,210,854.50
136	1/1/2033	1,210,854.50	10,561.91	0.00	2,018.09	12,580.00	1,200,292.59
137	2/1/2033	1,200,292.59	10,579.51	0.00	2,000.49	12,580.00	1,189,713.08
138	3/1/2033	1,189,713.08	10,597.14	0.00	1,982.86	12,580.00	1,179,115.94
139	4/1/2033	1,179,115.94	10,614.81	0.00	1,965.19	12,580.00	1,168,501.13
140	5/1/2033	1,168,501.13	10,632.50	0.00	1,947.50	12,580.00	1,157,868.63
141	6/1/2033	1,157,868.63	10,650.22	0.00	1,929.78	12,580.00	1,147,218.41
142	7/1/2033	1,147,218.41	10,667.97	0.00	1,912.03	12,580.00	1,136,550.44
143	8/1/2033	1,136,550.44	10,685.75	0.00	1,894.25	12,580.00	1,125,864.69
144	9/1/2033	1,125,864.69	10,703.56	0.00	1,876.44	12,580.00	1,115,161.13
145	10/1/2033	1,115,161.13	10,721.40	0.00	1,858.60	12,580.00	1,104,439.73
146	11/1/2033	1,104,439.73	10,739.27	0.00	1,840.73	12,580.00	1,093,700.46
147	12/1/2033	1,093,700.46	10,757.17	0.00	1,822.83	12,580.00	1,082,943.29
148	1/1/2034	1,082,943.29	10,775.09	0.00	1,804.91	12,580.00	1,072,168.20
149	2/1/2034	1,072,168.20	10,793.05	0.00	1,786.95	12,580.00	1,061,375.15
150	3/1/2034	1,061,375.15	10,811.04	0.00	1,768.96	12,580.00	1,050,564.11
151	4/1/2034	1,050,564.11	10,829.06	0.00	1,750.94	12,580.00	1,039,735.05
152	5/1/2034	1,039,735.05	10,847.11	0.00	1,732.89	12,580.00	1,028,887.94
153	6/1/2034	1,028,887.94	10,865.19	0.00	1,714.81	12,580.00	1,018,022.75
154	7/1/2034	1,018,022.75	10,883.30	0.00	1,696.70	12,580.00	1,007,139.45
155	8/1/2034	1,007,139.45	10,901.43	0.00	1,678.57	12,580.00	996,238.02
156	9/1/2034	996,238.02	10,919.60	0.00	1,660.40	12,580.00	985,318.42
157	10/1/2034	985,318.42	10,937.80	0.00	1,642.20	12,580.00	974,380.62
158	11/1/2034	974,380.62	10,956.03	0.00	1,623.97	12,580.00	963,424.59
159	12/1/2034	963,424.59	10,974.29	0.00	1,605.71	12,580.00	952,450.30
160	1/1/2035	952,450.30	10,992.58	0.00	1,587.42	12,580.00	941,457.72
161	2/1/2035	941,457.72	11,010.90	0.00	1,569.10	12,580.00	930,446.82
162	3/1/2035	930,446.82	11,029.26	0.00	1,550.74	12,580.00	919,417.56
163	4/1/2035	919,417.56	11,047.64	0.00	1,532.36	12,580.00	908,369.92
164	5/1/2035	908,369.92	11,066.05	0.00	1,513.95	12,580.00	897,303.87
165	6/1/2035	897,303.87	11,084.49	0.00	1,495.51	12,580.00	886,219.38
166	7/1/2035	886,219.38	11,102.97	0.00	1,477.03	12,580.00	875,116.41
167	8/1/2035	875,116.41	11,121.47	0.00	1,458.53	12,580.00	863,994.94
168	9/1/2035	863,994.94	11,140.01	0.00	1,439.99	12,580.00	852,854.93
169	10/1/2035	852,854.93	11,158.58	0.00	1,421.42	12,580.00	841,696.35
170	11/1/2035	841,696.35	11,177.17	0.00	1,402.83	12,580.00	830,519.18
171	12/1/2035	830,519.18	11,195.80	0.00	1,384.20	12,580.00	819,323.38
172	1/1/2036	819,323.38	11,214.46	0.00	1,365.54	12,580.00	808,108.92
173	2/1/2036	808,108.92	11,233.15	0.00	1,346.85	12,580.00	796,875.77
174	3/1/2036	796,875.77	11,251.87	0.00	1,328.13	12,580.00	785,623.90
175	4/1/2036	785,623.90	11,270.63	0.00	1,309.37	12,580.00	774,353.27
176	5/1/2036	774,353.27	11,289.41	0.00	1,290.59	12,580.00	763,063.86
177	6/1/2036	763,063.86	11,308.23	0.00	1,271.77	12,580.00	751,755.63
178	7/1/2036	751,755.63	11,327.07	0.00	1,252.93	12,580.00	740,428.56
179	8/1/2036	740,428.56	11,345.95	0.00	1,234.05	12,580.00	729,082.61
180	9/1/2036	729,082.61	11,364.86	0.00	1,215.14	12,580.00	717,717.75
181	10/1/2036	717,717.75	11,383.80	0.00	1,196.20	12,580.00	706,333.95
182	11/1/2036	706,333.95	11,402.78	0.00	1,177.22	12,580.00	694,931.17
183	12/1/2036	694,931.17	11,421.78	0.00	1,158.22	12,580.00	683,509.39
184	1/1/2037	683,509.39	11,440.82	0.00	1,139.18	12,580.00	672,068.57
185	2/1/2037	672,068.57	11,459.89	0.00	1,120.11	12,580.00	660,608.68
186	3/1/2037	660,608.68	11,478.99	0.00	1,101.01	12,580.00	649,129.69
187	4/1/2037	649,129.69	11,498.12	0.00	1,081.88	12,580.00	637,631.57
188	5/1/2037	637,631.57	11,517.28	0.00	1,062.72	12,580.00	626,114.29
189	6/1/2037	626,114.29	11,536.48	0.00	1,043.52	12,580.00	614,577.81
190	7/1/2037	614,577.81	11,555.70	0.00	1,024.30	12,580.00	603,022.11
191	8/1/2037	603,022.11	11,574.96	0.00	1,005.04	12,580.00	591,447.15
192	9/1/2037	591,447.15	11,594.25	0.00	985.75	12,580.00	579,852.90
193	10/1/2037	579,852.90	11,613.58	0.00	966.42	12,580.00	568,239.32
194	11/1/2037	568,239.32	11,632.93	0.00	947.07	12,580.00	556,606.39
195	12/1/2037	556,606.39	11,652.32	0.00	927.68	12,580.00	544,954.07
196	1/1/2038	544,954.07	11,671.74	0.00	908.26	12,580.00	533,282.33

197	2/1/2038	533,282.33	11,691.20	0.00	888.80	12,580.00	521,591.13
198	3/1/2038	521,591.13	11,710.68	0.00	869.32	12,580.00	509,880.45
199	4/1/2038	509,880.45	11,730.20	0.00	849.80	12,580.00	498,150.25
200	5/1/2038	498,150.25	11,749.75	0.00	830.25	12,580.00	486,400.50
201	6/1/2038	486,400.50	11,769.33	0.00	810.67	12,580.00	474,631.17
202	7/1/2038	474,631.17	11,788.95	0.00	791.05	12,580.00	462,842.22
203	8/1/2038	462,842.22	11,808.60	0.00	771.40	12,580.00	451,033.62
204	9/1/2038	451,033.62	11,828.28	0.00	751.72	12,580.00	439,205.34
205	10/1/2038	439,205.34	11,847.99	0.00	732.01	12,580.00	427,357.35
206	11/1/2038	427,357.35	11,867.74	0.00	712.26	12,580.00	415,489.61
207	12/1/2038	415,489.61	11,887.52	0.00	692.48	12,580.00	403,602.09
208	1/1/2039	403,602.09	11,907.33	0.00	672.67	12,580.00	391,694.76
209	2/1/2039	391,694.76	11,927.18	0.00	652.82	12,580.00	379,767.58
210	3/1/2039	379,767.58	11,947.05	0.00	632.95	12,580.00	367,820.53
211	4/1/2039	367,820.53	11,966.97	0.00	613.03	12,580.00	355,853.56
212	5/1/2039	355,853.56	11,986.91	0.00	593.09	12,580.00	343,866.65
213	6/1/2039	343,866.65	12,006.89	0.00	573.11	12,580.00	331,859.76
214	7/1/2039	331,859.76	12,026.90	0.00	553.10	12,580.00	319,832.86
215	8/1/2039	319,832.86	12,046.95	0.00	533.05	12,580.00	307,785.91
216	9/1/2039	307,785.91	12,067.02	0.00	512.98	12,580.00	295,718.89
217	10/1/2039	295,718.89	12,087.14	0.00	492.86	12,580.00	283,631.75
218	11/1/2039	283,631.75	12,107.28	0.00	472.72	12,580.00	271,524.47
219	12/1/2039	271,524.47	12,127.46	0.00	452.54	12,580.00	259,397.01
220	1/1/2040	259,397.01	12,147.67	0.00	432.33	12,580.00	247,249.34
221	2/1/2040	247,249.34	12,167.92	0.00	412.08	12,580.00	235,081.42
222	3/1/2040	235,081.42	12,188.20	0.00	391.80	12,580.00	222,893.22
223	4/1/2040	222,893.22	12,208.51	0.00	371.49	12,580.00	210,684.71
224	5/1/2040	210,684.71	12,228.86	0.00	351.14	12,580.00	198,455.85
225	6/1/2040	198,455.85	12,249.24	0.00	330.76	12,580.00	186,206.61
226	7/1/2040	186,206.61	12,269.66	0.00	310.34	12,580.00	173,936.95
227	8/1/2040	173,936.95	12,290.11	0.00	289.89	12,580.00	161,646.84
228	9/1/2040	161,646.84	12,310.59	0.00	269.41	12,580.00	149,336.25
229	10/1/2040	149,336.25	12,331.11	0.00	248.89	12,580.00	137,005.14
230	11/1/2040	137,005.14	12,351.66	0.00	228.34	12,580.00	124,653.48
231	12/1/2040	124,653.48	12,372.24	0.00	207.76	12,580.00	112,281.24
232	1/1/2041	112,281.24	12,392.86	0.00	187.14	12,580.00	99,888.38
233	2/1/2041	99,888.38	12,413.52	0.00	166.48	12,580.00	87,474.86
234	3/1/2041	87,474.86	12,434.21	0.00	145.79	12,580.00	75,040.65
235	4/1/2041	75,040.65	12,454.93	0.00	125.07	12,580.00	62,585.72
236	5/1/2041	62,585.72	12,475.69	0.00	104.31	12,580.00	50,110.03
237	6/1/2041	50,110.03	12,496.48	0.00	83.52	12,580.00	37,613.55
238	7/1/2041	37,613.55	12,517.31	0.00	62.69	12,580.00	25,096.24
239	8/1/2041	25,096.24	12,538.17	0.00	41.83	12,580.00	12,558.07
240	9/1/2041	12,558.07	12,558.07	0.00	20.93	12,579.00	0.00

2,536,738.72

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL SERVICES

Assumption and Amendment Agreement

THIS ASSUMPTION AND AMENDMENT AGREEMENT dated _____, 2021
has two parties:

- (1) the State of New Hampshire (the "State"), whose address is c/o Department of Environmental Services, 29 Hazen Drive, Concord, New Hampshire 03301, and
- (2) the following entity:

Legacy by Gersh Holdings, LLC, whose address is POB 3550, Concord, NH, 03302-3550 (the "Obligor")

WHEREAS, the Obligor desires to acquire the business assets of Crotched Mountain Rehabilitation Center, Inc. (the "Borrower").

WHEREAS, the Borrower borrowed up to \$4,100,000 from the State to finance improvements to its water system pursuant to a Loan Agreement dated December 10, 2009 between the State and the Borrower (the "Loan Agreement") as evidenced by Borrower's Promissory Note dated December 10, 2009 in the original principal amount of \$4,100,000, as amended by an Allonge dated December 14, 2011 and a Second Allonge to Promissory Note of the same or even date herewith (as amended, the "Note").

WHEREAS, the Borrower's obligations under the Loan Agreement and the Note are secured by a Security Agreement dated December 10, 2009 between Borrower and the State (the "Security Agreement"); a Collateral Assignment of Contracts, Plans and Permits dated December 10, 2009 between Borrower and the State (the "Collateral Assignment"); and a Mortgage and Security Agreement dated December 10, 2009 between Borrower and the State (the "Mortgage" and together with the Loan Agreement, the Note, the Security Agreement, the Collateral Assignment and the Mortgage are collectively referred to as the "Loan Documents").

WHEREAS, the Obligor desires to assume all obligations of Borrower under the Loan Documents;

WHEREAS, the State consents to the Obligor assuming such obligations and is releasing the Borrower from such obligations pursuant to that certain Novation Agreement between the State and Borrower of near or even date herewith (the "Novation Agreement"); and

NOW THEREFORE in consideration for the mutual covenants herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms herein that are not otherwise defined herein shall have the meaning provided in the Loan Agreement.

2. Assumption. The Obligor hereby assumes each and every obligation of the Borrower under each of the Loan Documents except under the Security Agreement and stipulates that it shall take title to any assets of Borrower securing Borrower's obligations to the State subject to any liens, mortgages, or security interests in favor of the State pursuant to the Loan Documents other than pursuant to the Security Agreement with the same validity, priority, and enforceability as between Borrower and the State. The State affirms that it has released the Borrower from each and every obligation under the Loan Documents pursuant to the Novation Agreement.

3. Representations and Warranties of the Obligor. The Obligor represents and warrants as follows:

(a) No Litigation. No litigation or proceedings are pending or threatened against the Obligor that could affect the validity or priority of the lien of the Mortgage or other security for the Note or that could affect the Obligor's ability to perform its obligations under this Agreement or the Loan Documents;

(b) Financial Statements. The financial statements of the Obligor, which were submitted in connection with Obligor's request for this agreement, fairly present the financial condition of the Obligor as of the dates thereof. To the best of the Obligor's knowledge and belief, the Obligor has no contingent obligations, liabilities for taxes or unusual forward or long-term commitments except as set forth in the foregoing financial statements specifically mentioned. Since the date of such financial statements, there has been no material adverse change in the financial condition of the Obligor;

(c) Due Organization and Authority. The Obligor is a duly organized and validly existing New Hampshire limited liability company in good standing under the laws of the State of New Hampshire. All action has been taken on behalf of the Obligor to authorize the execution, delivery and performance of this Agreement by the Obligor. The Obligor has the power and authority to own its properties and to carry on business as now being conducted and is qualified to do business in every jurisdiction where such qualification is necessary and has the power to execute and deliver, and perform its obligations under the Loan Documents, as amended hereby, and the Mortgage Assumption Agreement of near or even date between the Obligor and the State (the "Mortgage Assumption Agreement");

(i) No Conflict; No Required Approvals. The execution and delivery and performance by the Obligor of its obligations under this Agreement and the Mortgage Assumption Agreement will not violate any provision of law, any order of any court or other agency of government, or any indenture, agreement or other instrument to which the Obligor is a party, or by which it is bound,

or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under, or except as may be provided by this Agreement, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Obligor pursuant to, any such indenture, agreement or instrument. The Obligor is not required to obtain any consent, approval or authorization from, or to file any declaration or statement with, any governmental instrumentality or other agency in connection with or as a condition to the execution, delivery or performance of this Agreement or the Mortgage Assumption Agreement;

(j) Bankruptcy. Any borrowings made by the Obligor under this Agreement do not and will not render the Obligor insolvent; the Obligor is not contemplating either the filing of a petition by it under any state or federal bankruptcy or insolvency laws or the liquidating of all or a major portion of its property, and the Obligor has no knowledge of any person contemplating the filing of any such petition against it, including the properties and assets reflected in its financial statements referred to herein;

(k) No Material Misstatement. No statement of fact made by or on behalf of the Obligor in this Agreement or in any certificate or schedule furnished to the State pursuant thereto, contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained therein or herein not misleading. There is no fact presently known to the Obligor that has not been disclosed to the State that materially affects adversely, nor as far as the Obligor can foresee, will materially affect adversely the property, business, operations or conditions (financial or otherwise) of the Obligor;

(l) Taxes. The Obligor has filed all federal, state and local tax returns required to be filed and has paid or made adequate provision for the payment of all federal, state and local taxes, charges and assessments;

(m) Enforceability. This Agreement and the Mortgage Assumption Agreement, upon delivery, and the Note, the Loan Agreement and each of the Security Instruments, as amended by this Agreement and the Mortgage Assumption Agreement, will be the valid and binding obligations of the Obligor, enforceable in accordance with their respective terms, and will not violate any other agreements or instruments to which the Obligor is a party or by which the Obligor is bound. Obligor agrees that it has received valid consideration for agreeing to assume all outstanding obligations under the Loan Documents and that Obligor has no defenses to enforceability of any of the Loan Documents or portions thereof as amended by this Assumption and Amendment Agreement.

4. Amendment of Loan Agreement. The Loan Agreement is amended as follows:

(a) The Borrower, as defined in page 1 of the Loan Agreement, shall now be deemed to mean Obligor.

(b) Section 8(i) of the Loan Agreement is amended by adding “, the Assumption and Amendment Agreement dated on or about _____, 2021 between the State and the Borrower” immediately after the term “Security Instrument”.

(c) Section 13.2 of the Loan Agreement is amended by changing the caption to "Number and Gender and References" and adding the following sentence to the end thereof:

All references to the Note shall be deemed to include the Note as amended by all amendments made from time to time and all references to the Security Instruments shall be deemed to include the Security Instruments as amended by all amendments from time to time.

(d) The first line of Section 13.6 of the Loan Agreement is amended by adding immediately after the word "Agreement" ", as amended by the Assumption and Amendment Agreement dated on or about _____, 2021 between the Borrower and the State".

5. Amendment of Note. The Note is hereby amended as follows:

(a) The Maker as defined in the first paragraph of the Note is replaced with Obligor.

(b) All references to the Loan Agreement and Security Instruments shall include such instruments as amended from time to time.

6. Amendment of Collateral Assignment of Contracts, Plans and Permits. The Collateral Assignment is hereby as follows:

(a) "Assignor" shall mean Obligor.

(b) All references to the Loan Agreement, the Security Instruments, and the Note in the original principal amount of \$4,100,000 shall include such instruments as they may be amended from time to time.

7. Force and Effect. In all other respects the Loan Agreement and related loan documents shall remain in full force and effect and are hereby ratified by Obligor, except as set forth in the Novation Agreement.

8. Sovereign Immunity. Nothing contained in this Agreement, the Allonge, the Amendment of Mortgage and Collateral Assignment, the Loan Agreement, the Note or the Security Instruments shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

9. Additional Deliveries. Contemporaneously with the execution and delivery of this Amendment, the Obligor shall deliver to the State:

(a) such documents as the State shall reasonably request evidencing the Obligor's due organization and valid existence and authorization of this Amendment and the transactions contemplated hereby;

- (b) a certificate of insurance addressed to the State evidencing liability and casualty insurance for the premises acquired by the Obligor from the Borrower with the State listed as additional insured as to liability coverage and mortgagee and loss payee as to casualty insurance;
- (c) the executed Mortgage Assumption Agreement, in form and substance acceptable to the State;
- (d) endorsements to the State's title insurance policy insuring the Mortgage, as amended by the Mortgage Assumption Agreement including a date down endorsement, in form and substance reasonably acceptable to the State;
- (e) an opinion of Obligor's counsel in form and substance acceptable to the State;
- (f) the executed Collateral Assignment of Leases and Rents;
- (g) the executed Guaranty of Legacy by Gersh at Crotched Mountain LLC; and
- (h) the executed Security Agreement of Legacy by Gersh at Crotched Mountain LLC.

IN WITNESS WHEREOF, the State and the Obligor have each duly caused this First Amendment to Loan Agreement to be executed, by their respective officers, thereunto duly authorized, as of the day and year indicated above.

THE STATE OF NEW HAMPSHIRE

Witness

By: _____
Robert R. Scott
Commissioner
New Hampshire Department of Environmental
Services

LEGACY BY GERSH HOLDINGS LLC

Witness

By: _____
Name:
Title:

Return to:

MORTGAGE AND SECURITY AGREEMENT ASSUMPTION AGREEMENT

Pursuant to this Mortgage And Security Agreement Assumption Agreement made this ____ day of _____, 2021 by Legacy by Gersh Holdings LLC, a New Hampshire limited liability company with an address of P.O. Box 3550, Concord, New Hampshire 03302-3550 ("Holdings"), and the State of New Hampshire with an address c/o the Department of Environmental Services, 29 Hazen Drive, Concord, New Hampshire 03301 (the "State" and together with Holdings, the "Parties"), the Parties state as follows:

A. Crotched Mountain Rehabilitation Center, Inc. ("Crotched") borrowed up to \$4,100,000 from the State as evidenced by a Promissory Note of Crotched dated December 10, 2009, as amended by a First Allonge dated December 14, 2011, a Second Allonge to Promissory Note of even date and an Assumption and Amendment Agreement of even date (as amended, the "Note").

B. The Note is secured by a mortgage of real property of Crotched situated in Greenfield, New Hampshire, pursuant to a Mortgage and Security Agreement dated December 10, 2009 between Crotched and the State recorded at Hillsborough County Registry of Deeds at Book 8161, Page 1870 (the "Mortgage").

C. The Note is further secured by security interests granted in certain personal property as set forth more fully in that certain Security Agreement dated December 10, 2009 between the State and Crotched (the "Security Agreement").

D. Crotched is conveying (i) the mortgaged property that is subject to the security interest in favor of the State to Holdings and (ii) the personal property that is subject to the security interest in favor of the State to Legacy by Gersh at Crotched Mountain LLC, Holdings desires to assume the Note and Mortgage pursuant to this Agreement and the State is releasing Crotched from all liability pursuant to the Note, the Mortgage and the Security Agreement pursuant to the terms of that certain Novation Agreement between the State and Crotched of near or even date herewith (the "Novation Agreement").

NOW THEREFORE, for consideration received, the parties agree as follows:

1. Holdings hereby assumes each and every obligation of Crotched under the Note and the Mortgage. The State affirms that it has released Crotched from each and every obligation under the Note, the Security Agreement and the Mortgage pursuant to the Novation Agreement.
2. The definition of Mortgagor in the Mortgage shall now be deemed to be Holdings.
3. Holdings hereby grants and conveys to the State, with mortgage covenants, the premises subject to the Mortgage, subject to each of the terms set forth in the Mortgage, all of which are incorporated by reference herein.
4. The security interest of the State in the Mortgage shall be and shall remain, at all times, and in each and every respect, subject and subordinate up to a principal amount of \$8,000,000, to that of (i) Valley Bank, which is the current lender of Legacy by Gersh, and to any and all renewals, amendments, modifications, supplements, extensions, consolidations, and replacements thereof, including loans from future lenders up to a principal amount of \$8,000,000 and (ii) to the anticipated mortgage and security interest on the real estate and fixtures of Holdings, as well as other loan documents related thereto, and to any and all renewals, amendments, modifications, supplements, extensions, consolidations, and replacements thereof.

Executed on the day and year first above written.

LEGACY BY GERSH HOLDINGS LLC

By: _____

Name:

Title:

STATE OF NEW HAMPSHIRE

By: _____

Name:

Title:

STATE OF NEW HAMPSHIRE
COUNTY OF

The forgoing instrument was acknowledged before me this ____ day of _____, 2021 by _____, the _____ of Legacy by Gersh Holdings LLC, a New Hampshire limited liability company, on behalf of said limited liability company.

Notary Public

My commission expires:

STATE OF NEW HAMPSHIRE
COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____, the _____ on behalf of the State of New Hampshire.

Notary Public

My commission expires:

GUARANTY

THIS GUARANTY is made this _____ day of _____, 2021 by Legacy by Gersh at Crotched Mountain LLC, a New Hampshire limited liability company with a principal place of business at 21 Sweet Hollow Road, Huntington, New York 11743 ("Guarantor"), to and with the State of New Hampshire with an address of c/o Department of Environmental Services, 29 Hazen Drive, P.O. Box 95, Concord, New Hampshire 03302-0095 ("State").

WHEREAS, Legacy by Gersh Holdings LLC (the "Obligor") is purchasing the real property and fixtures of Crotched Mountain Rehabilitation Center, Inc. ("Borrower"), and Guarantor is purchasing the personal property of Borrower;

WHEREAS, contemporaneously herewith, subject to certain terms and conditions, Obligor is assuming a loan made to Borrower, in up to Four Million One Hundred Thousand Dollars (\$4,100,000), which is to be repaid with interest in accordance with the terms of a certain Promissory Note dated December 10, 2009 issued by Borrower to State in said aggregate principal amount, as amended by an Allonge dated December 14, 2011, a Second Allonge of near or even date among the Borrower, Obligor and the State and an Assumption and Amendment Agreement of even date (the "Assumption Agreement") between the Obligor and the State (as amended, the "Note");

WHEREAS, the loan was made pursuant to a Loan Agreement dated December 10, 2009 between Borrower and the State, which is being assumed by Obligor and amended pursuant to the Assumption Agreement;

WHEREAS, the Note is secured by a Security Agreement dated December 10, 2009 between Borrower and the State and a Collateral Assignment of Contracts, Plans and Permits dated December 10, 2009 between Borrower and the State, which are being assumed by Obligor pursuant to the Assumption Agreement and by a Mortgage and Security Agreement dated December 10, 2009 between Borrower and the State, which is being assumed by Obligor pursuant to a Mortgage and Security Agreement Assumption Agreement of even date (the "Mortgage Assumption Agreement");

WHEREAS, Guarantor is an affiliate of Obligor;

WHEREAS, State has advised Guarantor that it will not engage in the aforesaid transactions unless, among other things, Guarantor guarantees all obligations of the Obligor under the Note, including but not limited to the punctual payment of both principal and interest due and payable, as hereinafter set forth;

WHEREAS, Guarantor is willing and has agreed to guarantee the payment of the Note and the obligations of Obligor under the Assumption Agreement and the Mortgage Assumption Agreement hereinafter provided;

WHEREAS, Guarantor will benefit from the assumption of the loan evidenced by the Note;

NOW THEREFORE, in order to induce State to engage in the aforesaid loan assumption transaction and in consideration of the premises stated above and for other good and valuable consideration, the receipt of which is hereby acknowledged, Guarantor agrees as follows:

1. Guarantor hereby unconditionally and irrevocably, guarantees: (i) the due and punctual payment in full (and not merely the collectability) of the principal of the Note and the interest thereon, when due and payable, according to the terms of the Note; (ii) the due and punctual payment in full (and not merely the collectability) of all other sums and charges which may at any time be due and payable in accordance with, or under the terms of the Note; (iii) the accuracy of the representations and warranties made by Obligor in the Assumption Agreement, and certain affidavits and certificates delivered by Obligor to State on or about the date hereof and (iv) the due and punctual performance and observance of all of the other terms, covenants and conditions contained in the Note, the Assumption Agreement and the Mortgage Assumption Agreement (collectively, the "Guaranteed Obligations").

2. Guarantor expressly agrees that State may, in its sole and absolute discretion, without notice to or further assent of Guarantor, and without in any way releasing, affecting or impairing the obligations and liabilities of Guarantor, hereunder: (i) waive compliance with, or any default under, or grant any other indulgences with respect to, the Note or the Loan Agreement; (ii) modify, amend or change any provisions of the Note (other than to increase the principal amount due under the Note); (iii) grant extensions or renewals of or with respect to the Note, and/or effect any release, compromise or settlement in connection therewith; (iv) make advances for the purpose of performing any term or covenant contained in the Note with respect to which Obligor shall be in default; (v) assign or otherwise transfer the Note, the Loan Agreement, or this Guaranty, or any interest therein; and (vi) deal in all respects with Obligor as if this Guaranty were not in effect. The obligations of Guarantor under this Guaranty shall be unconditional, irrespective of the genuineness, validity, regularity or enforceability of the Note or any security given therefor or in connection therewith or any other circumstances that might otherwise constitute a legal or equitable discharge of a surety or guarantor.

3. The liability of Guarantor under this Guaranty shall be primary, direct and immediate and not conditional or contingent upon pursuit by State of any remedies it may have against Obligor or any other party with respect to the Note, whether pursuant to the terms thereof or otherwise. No exercise or nonexercise by State of any right given to it under this Guaranty, the Note, the Loan Agreement or the Security Instruments, and no change, impairment or suspension of any right or remedy of State shall in any way affect any of Guarantor's obligations hereunder or give Guarantor any recourse against State. Without limiting the generality of the foregoing, State shall not be required to make any demand on Obligor and/or any other party, or otherwise pursue to exhaustion its remedies against Obligor or any other party, before, simultaneously with or after, enforcing its rights and remedies hereunder against Guarantor. Any one or more successive and/or concurrent actions may be brought hereon against Guarantor, either in the same action, if any, brought against Obligor and/or any other party, or in separate actions, as often as State, in its sole discretion, may deem advisable.

4. Guarantor hereby expressly waives: (i) presentment and demand for payment and protest of nonpayment; (ii) notice of acceptance of this Guaranty and of presentment, demand and protest; (iii) notice of any default hereunder or under the Note, this Guaranty and the Loan Agreement and of all indulgences; (iv) demand for observance or performance of, and enforcement of, any terms or provisions of this Guaranty, the Note, and the Loan Agreement; and (v) all other notices and demands otherwise required by law that Guarantor may lawfully waive.

5. Any claim against the Obligor or any guarantor to which Guarantor may be or become entitled (including, without limitation, claims by subrogation or otherwise by reason of any payment or performance by Guarantor in satisfaction and discharge, in whole or in part, of his obligations under this Guaranty) shall be and hereby is made subject and subordinate to the prior payment or performance in full of the Guaranteed Obligations. Nothing herein contained shall be construed to give Guarantor any right of subrogation in and to the rights of State under the Note or any instrument or agreement securing the Note until all amounts owing to State under the Note have been paid in full.

In addition to any other security given by Guarantor to State, State is hereby authorized and empowered, at its option, to appropriate and apply to the payment and extinguishment of the Guaranteed Obligations, at any time after such liability becomes payable, any and all moneys or other property of Guarantor and any proceeds thereof (including proceeds of sales provided for below) now or hereafter in the possession of State for any purpose, including safekeeping or pledge for this or any other liability of Guarantor, and including any balance on deposit or otherwise for the account of, to the credit of, or belonging to Guarantor.

6. Any notice, demand, request or other communication given hereunder or in connection herewith (hereinafter "Notices") shall be deemed sufficient if in writing and sent by certified mail, postage prepaid, return receipt requested, addressed to the party to receive such Notice at its address first above set forth or at such other address as such party may hereafter designate by Notice given in like fashion. Notices shall be deemed given when mailed.

7. Any payments made by Guarantor under the provisions of this Guaranty shall, if made to State, be made at its address first set forth above, unless some other address is hereafter designated by State.

8. All rights and remedies afforded to State by reason of this Guaranty, the Note and the Loan Agreement, are separate and cumulative and the exercise of one shall not in any way limit or prejudice the exercise of any other such rights or remedies. No delay or omission by State in exercising any such right or remedy shall operate as a waiver thereof. No waiver of any rights and remedies hereunder, and no modification or amendment hereof, shall be deemed made by State unless in writing and duly executed. Any such written waiver shall apply only to the particular instance specified therein and shall not impair the further exercise of such right or remedy or of any other right or remedy of State, and no single or partial exercise of any right or remedy hereunder shall preclude further exercise of any other right or remedy.

9. The obligations of Guarantor to make payment in accordance with the terms of this Guaranty shall not be impaired, modified, changed, released, or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Obligor or its estate in bankruptcy or reorganization resulting from the operation of any present or future provision of federal bankruptcy laws or other statute or from the decision of any court.

10. Guarantor hereby covenants and agrees that, if requested by State, Guarantor will, at Guarantor's expense, annually deliver to State within ninety (90) days of the end of each fiscal year audited financial statements of the Guarantor for such fiscal year in form and content satisfactory to State.

11. Guarantor agrees that if this Guaranty shall be enforced by suit or otherwise, or if State shall exercise or endeavor to exercise any of its remedies under the Note, the Guarantor will reimburse State, upon demand, for all expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees.

12. This Guaranty has been made in the State of New Hampshire, and the provisions hereof shall be governed by and construed in accordance with the laws of the State of New Hampshire (excluding the laws applicable to conflicts or choice of laws).

13. The terms, covenants, agreements and conditions contained herein shall extend to, include, and inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of Guarantor, as the case may be, and the successors and assigns of State. Notwithstanding the preceding sentence, Guarantor shall not be permitted to assign its rights and obligations hereunder without the prior written consent of State.

14. Whenever the context so requires, reference herein to the neuter gender shall include the masculine and /or feminine gender, and the singular number shall include the plural.

15. If more than one person executes this Guaranty or if the Guarantor consists of more than one person or entity, all such persons and entities shall have joint and several liability.

16. Guarantor hereby consents to the jurisdiction of all state and local courts of the State of New Hampshire and the United States District Court of the District of New Hampshire in connection with any suit to enforce any rights of the State under this Guaranty.

17. All references herein to the Loan Agreement, the Note and this Guaranty shall be deemed to include such instruments as they may be amended from time to time.

18. If any provision or condition of this Guaranty is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Guaranty.

19. Nothing contained in this Guaranty, the Assumption Agreement, the Mortgage

Assumption Agreement or the Note shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the day and year first above written.

**LEGACY BY GERSH AT
CROTCHED MOUNTAIN LLC**

Witness

By: _____
Name:
Title:
Duly Authorized

NOVATION AGREEMENT

This Novation Agreement is made this ____ day of _____, 2021, by and between the **STATE OF NEW HAMPSHIRE** c/o N.H Dept. of Environmental Services, 29 Hazen Drive, Concord, New Hampshire 03302 (the "Lender"), and **CROTCHED MOUNTAIN REHABILITATION CENTER, INC.**, a New Hampshire corporation with a place of business at One Verney Drive, Greenfield, New Hampshire 03047 ("Borrower"),

WITNESSETH:

WHEREAS, Borrower borrowed up to \$4,100,000 from the Lender, as evidenced by a Promissory Note dated December 10, 2009, as amended by an Allonge dated December 14, 2011 between the Maker and the Lender and as further amended by a Second Allonge to Promissory Note dated September ___, 2021 (as amended, the "Note");

WHEREAS, the Note is secured by a mortgage of the real property held by Borrower situated in Greenfield, New Hampshire, pursuant to a Mortgage and Security Agreement dated December 10, 2009, between Borrower and Lender, recorded at Hillsborough County Registry of Deeds at Book 8161, Page 1870 (the "Mortgage");

WHEREAS, the Note is further secured by security interests in personal property of Borrower as set forth more fully in that certain Security Agreement dated December 10, 2009 between the Borrower and the Lender (the "Security Agreement") and in the Collateral Assignment of Contracts, Plans and Permits dated December 10, 2009 between the Borrower and the Lender (the Collateral Assignment");

WHEREAS, Borrower has this day conveyed its interest in the property encumbered by the Mortgage in favor of the State to Legacy by Gersh Holdings LLC ("Holdings"), said deed being dated of even or near date and to be recorded with the Hillsborough County Registry of Deeds, and Holdings has assumed the Note and the Mortgage;

WHEREAS, Lender has agreed to accept Holdings as the new, sole obligor of the Note and Holdings has agreed to assume and pay the same; and

WHEREAS, Lender has further agreed to release Borrower from all liability under the Note, Mortgage, the Loan Agreement dated December 10, 2009 between Borrower and the Lender (the "Loan Agreement"), the Collateral Assignment and Security Agreement without releasing or waiving any rights thereunder against Holdings and with all obligations under the Note, the Loan Agreement, the Collateral Assignment, the Mortgage, and Security Agreement remaining in full force and effect against Holdings;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. The Lender, pursuant to the Assumption and Amendment Agreement, Second Allonge to Promissory Note and Mortgage and Security Agreement Assumption Agreement, executed by the Lender and Holdings of even or near date, hereby accepts Holdings as the sole obligor of the Note, as the mortgagor under the Mortgage.

2. The Lender, on behalf of itself and each of its divisions, departments, affiliated entities, officers, managers, employees, agents, insurers, successors and assigns hereby releases and forever discharges the Borrower and each of the Borrower's affiliates and their respective members, directors, officers, managers, employees, agents, insurers, successors and assigns (individually, a "Releasee" and collectively, the "Releasees") from any and all liability, action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, controversies, covenants, contracts, agreements, promises, judgments, executions, claims, demands, claims, costs, fees, obligations or liabilities whatsoever, whether known or unknown, suspected or unsuspected, both at law and in equity, which the Lender now has, has ever had, or may hereafter have against the respective Releasees arising under the Note, the Loan Agreement, the Collateral Assignment, the Mortgage, the Security Agreement and all other loan documents, all as amended and outstanding as of the date hereof or incurred from and after the date hereof.

3. In all other respects, the terms, conditions and provisions of the Note, except as amended hereby, shall continue in full force and effect.

4. **RELEASE; WAIVER OF CLAIMS AND DEFENSES/INDEMNITY.**

The Borrower for itself and each of its officers, directors, trustees, legal representatives, employees, agents, as appropriate, and each of their successors and assigns hereby expressly waives and releases and discharges the Lender, its trustees, officers, directors, employees, agents, attorneys and participants and its successors and assigns, ("Released Parties") of and from any and all manner of action, cause or cause of action, suit, demand, obligation, judgment, claim, right of off-set, reduction and/or defense of any and all types whatsoever, whether in law or equity, whether known or unknown, contingent or otherwise, which any Borrower ever had, now has, or hereafter can, shall or may have against any Released Party for, upon, or by reason of, any matter, cause or thing whatsoever, which would arise from any actions or inactions taken to date by any Released Party, all from the beginning of time to the date first above written, including but not limited to, any and all lender liability claims arising out of, relating to or concerning, whether directly or indirectly, proximately or remotely, the Note, and the other loan documents. This Release is accepted by the Lender pursuant to the terms of this Agreement and shall not be construed as an admission of liability on the part of the Lender or any other Released Party.

5. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the Agreement in full.

This Agreement is signed this ____ day of _____, 2021.

Remainder of page intentionally left blank

STATE OF NEW HAMPSHIRE

Witness

By: _____
Robert R. Scott
Commissioner, NH Department of
Environmental Services, Lender

CROTCHED MOUNTAIN
REHABILITATION CENTER, INC.

Witness

By: _____
Name: Edward Olney
Title: President
Duly Authorized

**THE STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK**

On this the ____ day of _____, 2021, before me, the undersigned officer, personally appeared _____, the _____ on behalf of the State of New Hampshire, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained.

Justice of the Peace/Notary Public
Type/Print Name: _____
My Commission Expires: _____

**THE STATE OF NEW HAMPSHIRE
COUNTY OF**

On this the ____ day of _____, 2021, before me, the undersigned officer, personally appeared Edward Olney, the President of Crotched Mountain Rehabilitation Center, Inc., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained on behalf of said corporation.

Justice of the Peace/Notary Public
Type/Print Name: _____
My Commission Expires: _____

SECURITY AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2021 between Legacy by Gersh at Crotched Mountain LLC, a New Hampshire limited liability company with a place of business at 21 Sweet Hollow Road, Huntington, New York 11743 (sometimes hereinafter called the "Debtor"), and the State of New Hampshire with an address of c/o Department of Environmental Services, 29 Hazen Drive, P.O. Box 95, Concord, New Hampshire 03302-0095 (hereinafter the "Secured Party") for themselves and their successors and assigns.

RECITALS

- A. Pursuant to a Loan Agreement dated December 10, 2009 (the "Loan Agreement") between the Secured Party and Crotched Mountain Rehabilitation Center, Inc. (the "Borrower"), the Secured Party loaned up to \$4,100,000 to the Borrower as evidenced by a Promissory Note dated December 10, 2009, amended by an Allonge dated December 14, 2011 and by an Allonge of even date (as amended, the "Note").
- B. Legacy by Gersh Holdings LLC ("Holdings") is purchasing the real property and fixtures of the Borrower, and the Debtor is purchasing the personal property of the Borrower.
- C. Holdings is assuming the loan evidenced by the Note pursuant to an Assumption and Amendment Agreement of even date between Holdings and the Secured Party (the "Assumption Agreement").
- D. As a condition to the loan assumption, the Debtor is guarantying the obligations of Holdings to the Secured Party under the Assumption Agreement, a Mortgage and Security Agreement Assumption Agreement and the Note pursuant to a Guaranty of even date (the "Guaranty").
- E. To secure the obligations it has undertaken under the Guaranty and to secure the payment of said sum to the Secured Party (collectively the "Obligations"), the Debtor desires to create in the Secured Party a security interest in accordance with the terms of the Uniform Commercial Code, N.H.R.S.A. 382-A.

NOW, THEREFORE the Debtor agrees as follows:

1. Collateral. The Debtor, for valuable consideration received from the Secured Party, hereby grants to the Secured Party to secure all the foregoing Obligations a security interest in the following property (the "Collateral"):

(a) All the Debtor's goods, machinery, equipment, furnishings and fixtures, motor vehicles, and personal property, including but not limited to such property located on the

Debtor's premises in Greenfield, New Hampshire (the Debtor's "Business Premises") or used in connection with the Debtor's business conducted at said Business Premises, and in all inventory including, without limitation, all items held for sale or lease or furnished or to be furnished under contracts of service, or used or consumed in the Debtor's business (all hereinafter called the "Inventory"), and in contract rights with respect thereto and proceeds thereof, all whether now owned or hereafter acquired.

(b) The Debtor, for valuable consideration received from the Secured Party, hereby also conveys to the Secured Party a security interest in all the Debtor's accounts, accounts receivable, contract rights, notes, personal property leases, mailing lists and customer lists, rents receivable, choses in action, drafts, acceptances, instruments, investment property, letter of credit rights, chattel paper, general intangibles, cash and all other forms of obligations due or to become due to the Debtor, whether now existing or hereafter arising and whether joint, several, or joint and several, and proceeds of any of the foregoing, arising from or relating to the Debtor's business.

The Secured Party, by virtue of this Agreement, in addition to any other security or collateral that it may hold, shall have a continuing security interest in said Collateral and in contract rights with respect thereto and proceeds of both, to secure payment and performance of the liabilities and obligations of the Debtor to the Secured Party hereunder.

2. Records and Audits. The Debtor will keep an accurate record of the Collateral, and all additions thereto, and removals therefrom, and of any of its accounts, accounts receivable, contract rights, leases, general intangibles, rents receivable, notes and choses in action, as they from time to time exist, and the proceeds received or receivable therefrom, and will deliver a copy of such records to the Secured Party at such regular intervals as the Secured Party reasonably may require. When requested by the Secured Party the Debtor shall, at the Debtor's own expense, cause a verification of the Collateral to be made by some independent appraiser approved by the Secured Party and an audit of the accounts receivable, contract rights and proceeds of both, to be made by some independent auditor.

3. Maintenance and Insurance. The Debtor agrees to keep the Collateral in good condition, deterioration resulting from normal use excepted, and also to keep it insured against loss from such hazards and in such amounts as the Secured Party may require and in such companies as the Secured Party may approve, payable in case of loss to the Secured Party as its interest may appear, and the policies evidencing such insurance, or certificates thereof, shall, upon request, be deposited with the Secured Party.

4. No Liens. The Debtor represents and warrants that its title to the Collateral is free and clear of any liens or encumbrances except those listed in Schedule 4 and agrees to keep the Collateral free and clear of any future lien or encumbrance unless it obtains the advance consent of the Secured Party for any such lien or encumbrance.

5. Sale and Use in the Ordinary Course. Until Default the Debtor may sell or lease the Collateral in the ordinary course of business and may also use or consume any raw materials

and supplies, the use and consumption of which is necessary in order to carry on the Debtor's business.

6. Lists of Accounts and Proceeds. Upon request of the Secured Party at any time after Default, the Debtor will deliver to the Secured Party lists or copies of all accounts promptly after they arise and will deliver to the Secured Party, promptly upon receipt, all rents and other proceeds received by the Debtor including proceeds of the accounts referred to above and proceeds of any insurance policies in the exact form in which they are received. The Secured Party in its discretion may apply cash proceeds to the payment of any obligations secured hereby or may release such cash proceeds to the Debtor for use in the operation of the Debtor's business.

7. Default. The Debtor shall be deemed in "Default" of this Agreement:

(a) if the Debtor fails to observe or perform any of the Debtor's agreements expressed herein;

(b) upon default of the Debtor under the terms of any Obligation of the Debtor to the Secured Party secured hereby, or if notice or lapse of time, or both, are therein provided, then upon such notice or lapse of time, or both;

(c) upon the loss, unauthorized sale, unauthorized removal of the Collateral from the locations specified in Section 1, theft, damage or destruction of the Collateral;

(d) if the Secured Party shall deem the Collateral in danger of misuse or loss or removal from this State; or

(e) if the Debtor changes its name or state of organization without at least thirty (30) days prior written notice to the Secured Party.

8. Remedies. Upon a Default the Secured Party shall have all the rights and remedies of a secured party under the Uniform Commercial Code to the same extent as if they were expressly set forth herein in addition to the remedies provided herein or in any other instrument or paper executed by the Debtor, as well as the right to sell all or part of the Collateral, pursuant to New Hampshire law. In such event the Debtor shall pay all the Secured Party's costs of repossession, collection, custody, storage, sale or other dispossession and delivery, (including reasonable attorneys' fees), all of which the Secured Party may deduct from the proceeds. If the Secured Party seeks to take possession of any or all of the Collateral by judicial process, the Debtor hereby irrevocably waives any requirement of bonds, surety or security, whether required by statute, court rule or otherwise, as an incident to such possession and waives any requirement for demand for possession before the commencement of any suit or action to recover with respect thereto.

9. Certain Remedies. The Secured Party may at any time after Default notify the Debtor's account debtors, or persons otherwise indebted to the Debtor whose obligations are covered by this Agreement, that the Collateral has been assigned to the Secured Party and that

payment shall be made directly to the Secured Party. Upon request of the Secured Party at any time after Default, the Debtor will so notify such debtors and will indicate on all billings to such debtors that their accounts must be paid to the Secured Party. The Secured Party shall have full power to collect, compromise, endorse, sell or otherwise deal with the Collateral or proceeds thereof in its own name or in the name of the Debtor. The Debtor shall pay to the Secured Party on demand a collection charge on all accounts collected, that shall include all reasonable attorneys' fees and expenses, and all other reasonable expenses of like or unlike nature that may be expended by the Secured Party to obtain or enforce payment of any account either as against the account debtor, the Debtor or any guarantor or surety of the Debtor or in the prosecution or defense of any action or concerning any matter arising out of or connected with the subject matter of this Agreement, the obligations secured hereby, or the Collateral, or any of Secured Party's rights or interests therein or thereto, including, without limiting the generality of the foregoing any reasonable counsel fees or expenses incurred in any bankruptcy or insolvency proceedings.

10. Power of Attorney. The Debtor does hereby make, constitute and appoint any officer of the Secured Party as the Debtor's true and lawful attorney-in-fact, with power, in the event of a default, to endorse the name of the Debtor or any of the Debtor's officers or agents upon any notes, checks, drafts, money orders, or other instruments of payment (including payments payable under any policy of insurance on the Collateral) or Collateral that may come into possession of the Secured Party in full or part payment of any amounts owing to the Secured Party, to sign and endorse the name of the Debtor or any of the Debtor's officers or agents upon any invoice, freight or express bill, bill of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications and notices, in connection with accounts, and any instrument or document relating thereto or to the Debtor's rights therein; to give written notice to such office and officials of the United States Post Office to effect such change or changes of address so that all mail addressed to the Debtor may be delivered directly to the Secured Party; granting upon the Debtor's said attorney full power to do any and all things necessary to be done in and about the premises fully and effectually as might or could be done, and hereby ratifying all that said attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the term of this Agreement and all transactions hereunder as long as the Debtor may be indebted to the Secured Party.

11. Cooperation; Secured Party Sales; No Waiver. The Debtor covenants that it will execute any documents requested by the Secured Party to perfect its security interest in the Collateral. When requested by the Secured Party following a Default by the Debtor, the Debtor shall cooperate in the Secured Party's repossession of the Collateral and will assemble the Collateral and make it available to the Secured Party at such place as the Secured Party shall designate which shall be reasonably convenient to both parties. The Secured Party may dispose of the Collateral by public or private sale, upon the place where it is then located, and the Secured Party itself may acquire the Collateral at any such sale. The Debtor agrees that notice of ten (10) days prior to such sale shall constitute reasonable notice thereof, but that if the Collateral is perishable or threatens to decline quickly in value or is a kind customarily sold on a recognized market, the Secured Party may provide shorter notice or no notice of the sale. The Secured Party shall also have the right to remove the Collateral. No waiver of the Secured Party

of any defaults hereunder shall constitute a waiver of any other default or of the same default upon a future occasion.

12. The security interest of the Secured Party under this Agreement shall be and shall remain, at all times, and in each and every respect, subject and subordinate up to a principal amount of \$8,000,000, to that of (i) Valley Bank, which is the current lender of Debtor, and to any and all renewals, amendments, modifications, supplements, extensions, consolidations, and replacements thereof, including loans from future lenders up to a principal amount of \$8,000,000.

13. Reinstatement. If after receipt of any payment of, or the proceeds of any Collateral for, all or any part of the Obligations, the Secured Party is compelled to surrender or voluntarily surrenders such payment or proceeds to any person because such payment or application of proceeds is or may be avoided, invalidated, recaptured, or set aside as a preference, fraudulent conveyance, impermissible setoff or for any other reason, whether or not such surrender is the result of (i) any judgment, decree or order of any court or administrative body having jurisdiction over the Secured Party, or (ii) any settlement or compromise by the Secured Party of any claim as to any of the foregoing with any person (including the primary obligor with respect to any of the Obligations), then the Obligations or part thereof affected shall be reinstated and continue and this Agreement shall be reinstated and continue in full force as to such Obligations or part thereof as if such payment or proceeds had not been received, notwithstanding any previous cancellation of any instrument evidencing any such Obligation or any previous instrument delivered to evidence the satisfaction thereof or the termination of this Agreement.

14. Governing Law. This Agreement shall be governed by and be construed in accordance with New Hampshire law.

15. Amendment. This Agreement may be amended only by a written instrument executed by the parties.

16. Notice. Any demand, notice or request by either party to the other shall be sufficiently given if delivered to the party intended to receive the same, or if mailed by registered or certified mail addressed to such party at the address of such party stated above, or at such other address as may be stated in a notice delivered or mailed as herein provided.

17. Binding Effect. The covenants and agreements herein contained shall bind, and the benefits and advantages thereof shall inure to, the respective heirs, executors, administrators, successors and permitted assigns of the Debtor and the Secured Party.

18. Conflicting Provisions; References. In the event of any conflict between the terms, covenants, conditions and restrictions contained in this Agreement, the Note, the Loan Agreement and the Security Instruments, the term, covenant and condition or restriction that imposes the greater burden or obligation upon the Debtor shall control. The determination as to which term, covenant, condition or restriction is the more burdensome or imposes the greater obligation shall be made by the Secured Party in its sole discretion. All references herein to the

Note, the Loan Agreement and the Security Instruments shall be construed to include such instruments as they may be amended from time to time. Wherever used the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders as the context requires.

19. Invalidity. In any case where any one or more of the provisions of this Agreement are held to be invalid, illegal or enforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof.

20. Sovereign Immunity. Nothing contained in this Agreement or the Guaranty shall be deemed to constitute a waiver of the sovereign immunity of the Secured Party, which immunity is hereby reserved to the Secured Party.

Executed on the day and year first of written.

Debtor:

**LEGACY BY GERSH AT CROTCHED
MOUNTAIN LLC**

Witness

By: _____
Name:
Title:

SCHEDULE 4
LIENS AND ENCUMBRANCES

The Collateral is subject to no liens or encumbrances except the security interests of the Secured Party and Valley Bank.

Return to:

COLLATERAL ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS made as of the _____ day of _____, 2021, by Legacy by Gersh Holdings LLC (the "Assignor"), a New Hampshire limited liability company with an address of P.O. Box 3550, Concord, New Hampshire 03302-3550, to the State of New Hampshire with an office at Department of Environmental Services, 29 Hazen Drive, P.O. Box 95, Concord, New Hampshire 03302-0095 (the "Assignee");

RECITALS

- A. Crotched Mountain Rehabilitation Center, Inc. (the "Borrower") executed and delivered to the Assignee a certain Promissory Note dated December 10, 2009 in the principal amount of \$4,100,000 as amended by an Allonge dated December 14, 2011, an Allonge of even date and an Assumption and Amendment Agreement of even date (as amended, the Note"), which is secured by a Mortgage and Security Agreement dated December 10, 2009 between the Borrower and the Assignee recorded at Hillsborough County Registry of Deeds at Book 8161, Page 1870 (the "Mortgage") with respect to the real property and improvements of the Assignor located in Greenville, New Hampshire, more particularly described in Exhibit A annexed hereto (the "Mortgaged Premises").
- B. The Assignor has assumed the obligations of the Borrower under the Note and the Mortgage pursuant to a Mortgage and Security Agreement Assumption Agreement of even date between the Assignor and the Assignee (the "Assumption Agreement").
- B. As additional security for the Note and the obligations of the Assignor thereunder and related documents, the Assignor has executed and delivered to the Assignee this Collateral Assignment of Leases and Rents.

NOW, THEREFORE, in consideration of Assignee making the loan evidenced by the Note, the Assignor, does hereby transfer, assign, deliver and grant a security interest to the

Assignee in all of the right, title and interest of the Assignor in and to (1) all leases, subleases, tenancies and any other agreements, whether written or oral, now or hereafter existing with respect to any portion or portions of the Mortgaged Premises, together with any renewals or extensions thereof or any agreements in substitution therefor (all of which are hereinafter collectively referred to as the "Assigned Leases"), (2) all rents and other payments of every kind due or payable and to become due or payable to the Assignor by virtue of the Assigned Leases, or otherwise due or payable and to become due or payable to the Assignor as the result of any use, possession or occupancy of any portion or portions of the Mortgaged Premises, and (3) all rights, title and interest of the Assignor in and to any and all guaranties of the Assigned Leases.

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns, for the purpose of securing (1) payment of the Note together with the interest thereon; (2) payment of all other sums, with interest thereon, to become due and payable to the Assignee hereunder, under the Mortgage or under any other instrument securing the Note; (3) performance and discharge of each and every obligation, covenant and agreement of the Assignor contained herein, or in the Note, the Loan Agreement of near or even date between the Assignor and the Assignee (the "Loan Agreement"), the Mortgage or any other Security Instrument (as defined in the Loan Agreement); and (4) payment of any other obligation of the Assignor to the Assignee now or hereafter existing, (said obligations are hereinafter collectively referred to as the "Obligations").

This instrument of assignment is delivered and accepted upon the following terms and conditions:

1. Assignor's License to Operate if no Default. So long as no Event of Default (as defined under the Obligations) or other default in the performance of the Obligations shall exist (hereinafter referred to as an "Event of Default"), the Assignor shall have a license to manage and operate the Mortgaged Premises and to collect, receive and apply for its own account all rents, issues and profits accruing by virtue of the Assigned Leases, and to execute and deliver proper receipts and acquittances therefor, provided, however, that without the written consent of the Assignee the Assignor shall not collect any installment of rent in advance of the respective dates prescribed in the Assigned Leases for the payment thereof other than two (2) months' advance rental in the form of a security deposit or a payment for the last two (2) months of any lease term (hereinafter referred to as "Permitted Advance Rental Payments").

2. Assignee's Rights in Event of Default.

2.1 Immediately upon the occurrence of any Event of Default, the license mentioned in the foregoing Section 1 hereof shall cease and terminate, and in such event in addition to any other remedies of the Assignee, upon notice from Assignee to each lessee of an Assigned Lease, all rentals thereafter payable to Assignor shall be paid to Assignee.

2.2 The Assignor does hereby constitute and appoint the Assignee, irrevocably, with full power of substitution and revocation, its true and lawful attorney, for it and in its name, place and stead, to do and perform any or all of the actions that Assignor is entitled to perform in connection with the Assigned Leases, as fully, to all intents and purposes, as it could do if

personally present, hereby ratifying and confirming all that its said attorney or its substitute shall lawfully do or cause to be done by virtue hereof. Any action, or failure or refusal to act, by the Assignee under this Section 2.2 shall be at its election and without any liability on its part.

2.3 The Assignee shall apply the net amount of rents, issues and profits received by it from the Mortgaged premises, in the following order of priority: (i) to payment of all proper costs and charges (including any liability, loss, expense or damage hereinafter referred to in Section 4.1 hereof), (ii) to the payment of all accrued but unpaid interest due under the Note, (iii) to the payment of principal under the Note to be applied to principal installments in the inverse order of maturity, (iv) to the payment of any other amounts owed to Assignee and secured by the Mortgage, and (v) to the Assignor or such persons legally entitled thereto.

2.4 The Assignee shall be accountable to the Assignor only for monies actually received by the Assignee and the acceptance of this assignment shall not constitute a satisfaction of any of the Obligations, except to the extent of amounts actually received and applied by the Assignee on account of the same.

2.5 The rights and powers of the Assignee hereunder shall continue and remain in full force and effect until all amounts secured hereby are paid in full.

3. Covenants of Assignor. The Assignor, for itself and for its successors and assigns, agrees and warrants as follows:

(a) that each of the Assigned leases now or hereafter in effect is and shall be a valid and subsisting lease and that there are no defaults on the part of any of the parties thereto;

(b) that except as previously disclosed to the Assignee the Assignor has not sold, assigned, transferred, mortgaged or pledged any of the rents, issues or profits from the Mortgaged Premises or any part thereof, whether now or hereafter to become due, to any person, firm or corporation other than the Assignee and _____;

(c) that no rents, issues or profits of the Mortgaged Premises, or any part thereof, becoming due subsequent to the date hereof have been collected (other than permitted Advance Rental Payments) nor has payment of any of the same been anticipated, waived, released, discounted or otherwise discharged or compromised;

(d) that it will not assign, pledge or otherwise encumber the Assigned Leases or any of the rents thereunder unless the prior written consent of the Assignee shall have been obtained thereto;

(e) that it will not, without in each case having obtained the prior written consent of the Assignee, amend or modify, directly or indirectly in any respect whatsoever, cancel, terminate, or accept any surrender of any Assigned Lease except in the ordinary course of business;

(f) that except in the ordinary course of business it will not waive or give any consent

with respect to any default or variation in the performance of any material term, covenant or condition on the part of the lessee, sublessee, tenant or their occupant to be performed under the Assigned Leases, but will at all times take proper steps to enforce all of the provisions and conditions thereof;

(g) that it will perform and observe, or cause to be performed and observed, all of the terms, covenants and conditions on its part to be performed and observed with respect to each of the Assigned Leases;

(h) that it will, upon written request by the Assignee, serve such written notices upon any lessee under any Assigned Lease or any other occupant of any portion of the Mortgaged Premises concerning this assignment, or include among the written provisions of any instrument hereafter creating any such lease, sublease, tenancy or right of occupancy specific reference to this assignment, and make, execute and deliver all such powers of attorney, instruments of pledge or assignment, and such other instruments or documents as the Assignee may reasonably request at any time for the purpose of securing its rights hereunder;

(i) that upon the Assignee's request it will furnish to the Assignee, on demand, true copies of all Assigned Leases hereafter executed and true copies of each document effecting the renewal, amendment or modification of any Assigned Lease;

(j) that except in the ordinary course of business it will not enter into any lease with respect to the Mortgaged Premises without first obtaining Assignee's written approval of the terms and conditions thereof and of the prospective lessee thereunder;

(k) that it will promptly notify Assignee of any extension or renewal of any Assigned Lease;

(l) that, upon Assignee's request, from time to time, it will provide Assignee with a rent roll, dated as of the end of such fiscal quarter and certified as correct by the chief financial officer of Assignor, stating with respect to each unit in the Mortgaged Premises the name of the tenant thereof, the rent paid by such tenant, the date to which such rent is paid, the date on which the tenant's leasehold interest terminates and the amount held by Assignor by way of security deposit from each such tenant; and

(m) that it will not enter into any agreement with any management agent or firm with respect to the Mortgaged Premises unless such agent or firm first agrees with Assignee to recognize Assignee's rights under this Collateral Assignment of Leases and Rents and further agrees to transfer all rents received by such agent or firm directly to Assignee upon Assignee's demand therefor.

4. Indemnification.

4.1 The Assignor hereby agrees to indemnify and hold the Assignee harmless against and from (a) any and all liability, loss, damage and expense, including reasonable attorneys' fees, which it may or shall incur or which may be asserted under or in connection with any of the

Assigned Leases, or by reason of any of the Obligations, or by reason of any action taken or expenses incurred or paid by the Assignee under this Collateral Assignment of Leases and Rents or under any of the Obligations (including without limitation any action which the Assignee in its discretion may take to protect its interest in the Mortgaged Premises), and (b) any and all claims and demands whatsoever which may be incurred by or asserted against the Assignor by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants and conditions contained in any of the Assigned Leases.

4.2 Should the Assignee incur any such liability as described in Section 4.1, the amount thereof, together with interest thereon at the rate as set forth in the Note shall be payable by the Assignor to the Assignee immediately upon demand, or at the option of the Assignee, the Assignee may reimburse itself therefor out of any rents, issues or profits of the Mortgaged Premises collected by the Assignee.

4.3 Nothing contained herein shall operate or be construed to obligate the Assignee to perform any of the terms covenants or conditions contained in any Assigned Lease, or to take any measures, legal or otherwise, to enforce collection of any of said rents or other payments, or otherwise to impose any obligation upon the Assignee with respect to any of said leases, including but not limited to, any obligation arising out of any covenant of quiet enjoyment therein contained, in the event that any lessee shall have been joined as a party defendant in any action to foreclose the Mortgage and the estate of such lessee shall have been thereby terminated.

4.4 Prior to actual entry into and taking possession of the Mortgaged Premises by the Assignee, this assignment shall not operate to place upon the Assignee any responsibility for the operation, control, care, management or repair of the Mortgaged Premises, and the execution of this assignment by the Assignor shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Mortgaged Premises is and shall be that of the Assignor prior to such actual entry and taking of possession.

5. Exercise of Remedies. Failure of the Assignee to avail itself of any of the terms, covenants and conditions of this assignment for any period of time, or at any time or times, shall not be construed or deemed to be a waiver of any of its rights hereunder. The rights and remedies of the Assignee under this assignment are cumulative and are not in lieu of but are in addition to any other rights and remedies which the Assignee shall have under or by virtue of any other of the Obligations. The rights and remedies of the Assignee hereunder may be exercised from time to time and as often as such exercise is deemed expedient.

6. Subordination. The security interest of the Assignee in this Assignment shall be and shall remain, at all times, and in each and every respect, subject and subordinate up to a principal amount of \$8,000,000, to that of (i) Valley Bank, which is the current lender of the Assignor, and to any and all renewals, amendments, modifications, supplements, extensions, consolidations, and replacements thereof, including loans from future lenders up to a principal amount of \$8,000,000 and (ii) to the anticipated mortgage and security interest on the real estate and fixtures of Holdings, as well as other loan documents related thereto, and to any and all renewals, amendments, modifications, supplements, extensions, consolidations, and replacements thereof.

7. Termination of this Agreement. Upon payment in full of all the indebtedness secured by the Mortgage, as well as any sums which may be payable hereunder, as evidenced by a recorded satisfaction or release of the Mortgage, this assignment shall become and be void and of no effect without the recording of any further termination, discharge or reassignment of this Assignment.

8. Notice. Any notice, demand, request or other communication given hereunder or in connection herewith (hereinafter "Notices") shall be deemed sufficient if in writing and sent by certified mail, postage prepaid, return receipt requested, addressed to the party to receive such Notice at its address first set forth above or at such other address as such party may hereafter designate by Notice given in like fashion. Notices shall be deemed given when mailed. Notwithstanding the foregoing, routine communications such as ordinary distribution checks, copies of documents, etc. may be sent by ordinary first class mail.

9. Miscellaneous Provisions.

9.1 Whenever the context so requires, reference herein to the neuter gender shall include the masculine and/or feminine gender, and the singular number shall include the plural. References herein to the Note, the Loan Agreement, the Mortgage and the Security Instruments shall be construed to include such instruments as they may be amended from time to time.

9.2 This assignment shall be construed and enforced in accordance with and governed by the laws of the State of New Hampshire.

9.3 No change, amendment, modification, cancellation or discharge hereof, or of any part hereof, shall be valid unless the Assignee shall have consented thereto in writing.

9.4 If there is any conflict between the terms and provisions of the Mortgage and the terms and provisions of this assignment, the terms and provisions of this assignment shall prevail.

9.5 The terms, covenants, and conditions contained herein shall inure to the benefit of, and bind the Assignee and the Assignor and their respective successors and assigns.

9.6 The captions of this assignment are for convenience and reference only and neither in any way define, limit, or describe the scope or interest of this assignment nor in any way affect this assignment.

IN WITNESS WHEREOF, the Assignor has caused these presents to be executed by its duly authorized officer on the day and year first above written.

LEGACY BY GERSH HOLDINGS LLC

By: _____

Name

Title

Duly Authorized

STATE OF NEW HAMPSHIRE

COUNTY OF The foregoing instrument was acknowledged before me this _____ day of

_____, 2021 by _____, the

_____ of Legacy by Gersh Holdings LLC, a New Hampshire limited liability company, on behalf of said company.

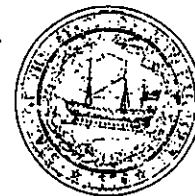
Justice of the Peace/Notary Public

My commission expires:

[Seal]



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

November 23, 2010

His Excellency Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

APPROVED G & C

DATE

12/14/11

ITEM #

68

REQUESTED ACTION


Authorize the Department of Environmental Services to approve an Allonge to Promissory Note and Amendment of Loan Agreement with Crotched Mountain Rehabilitation Center, Inc. (VC #177652), which finalizes and lowers the Loan Agreement by \$108,291.44, to \$3,991,708.56 from \$4,100,000, for the purpose of financing the Wastewater Improvements Project under the provision of RSA 486:14 and N.H. Code of Administrative Rules Env-Wq 500, et seq, effective upon Governor & Council approval. 100% Clean Water State Revolving Fund Repayment account.

EXPLANATION

The purpose of this Allonge to Promissory Note and Amendment of Loan Agreement (Allonge) is to finalize the Promissory Note and Loan Agreement that was originally approved by Governor and Council on December 9, 2009 as Item # 69 in the amount of \$4,100,000. The full amount of the loan was not disbursed. This Allonge finalizes the principal loan amount at \$3,991,708.56 and establishes the long term principal and interest repayment schedule. This loan financed improvements to the sewer system, construction of a new wastewater treatment facility, and a subsurface disposal system at the Crotched Mountain Rehabilitation Center in Greenfield, New Hampshire. The project replaced a system consisting of septic tanks and gravel-lined disposal trenches that did not provide adequate treatment capacity for the facility.

Under the terms of the Allonge, Crotched Mountain Rehabilitation Center, Inc. will pay back the principal sum with interest, over a twenty-year period, payable in installments as provided in the Allonge. Attached are the Allonge and the debt service schedule for this loan.

We respectfully request your approval.


Thomas S. Burack, Commissioner

DEPARTMENT OF ENVIRONMENTAL SERVICES
WATER DIVISION
CLEAN WATER STATE REVOLVING FUND

Supplemental information to Governor and Council request for loan agreement under RSA 486:14
and N.H. Admin. Rules Env-Wq 500 for the entity listed below:

This request will change the balance available for loans as follows:

	<u>CWSRF</u> <u>Repayment Account</u>
Repayment Fund Balance as of November 19, 2011	\$64,078,819
Allonge (Supplemental Loan Agreement) to be approved:	
Crotched Mountain Rehabilitation Center, Inc.	
Original Loan Amount	\$4,100,000
Less Supplemental Loan Amount	<u>(\$3,991,709)</u>
Net Change in Loan Amount	\$108,291
Balance Available after G & C Approval	<u><u>\$64,187,110</u></u>