

SERIES 2021-1 SUPPLEMENTAL MASTER INDENTURE

Dated as of April 1, 2021

between

**SUNSET MANOR, INC.,
as Obligated Group Agent**

and

**AMALGAMATED BANK OF CHICAGO,
as Master Trustee**

**Supplemental to Master Trust Indenture
Dated as of April 1, 2014**

Relating to:

**Direct Note Obligation, Series 2021A
(The Economic Development Corporation of the Township of Georgetown)**

**Direct Note Obligation, Series 2021B
(The Economic Development Corporation of the Township of Georgetown)**

**Direct Note Obligation, Series 2021C
(The Economic Development Corporation of the Township of Georgetown)**

SERIES 2021-1 SUPPLEMENTAL MASTER INDENTURE

THIS SERIES 2021-1 SUPPLEMENTAL MASTER INDENTURE (the “Series 2021-1 Supplemental Indenture”), dated as of April 1, 2021, between SUNSET MANOR, INC. (“Sunset Manor”), a nonprofit corporation duly organized and validly existing under the laws of the State of Michigan, as Obligated Group Agent, for itself and on behalf of each other Member of the Obligated Group (as such Agent, the “Borrower”), and AMALGAMATED BANK OF CHICAGO, as Master Trustee, a banking corporation duly organized and validly existing under the laws of the State of Illinois (the “Master Trustee”), supplementing the Master Trust Indenture dated as of April 1, 2014 (as supplemented, the “Master Indenture”), among the Borrower and certain other entities referred to therein as Members of the Obligated Group and the Master Trustee:

PRELIMINARY STATEMENT

Pursuant to this Series 2021-1 Supplemental Indenture, the Borrower, as Obligated Group Agent, for itself and on behalf of the Obligated Group, is issuing its (a) Direct Note Obligation, Series 2021A (The Economic Development Corporation of the Township of Georgetown) (as amended, supplemented or otherwise modified from time to time, the “Series 2021A Note”), (b) Direct Note Obligation, Series 2021B (The Economic Development Corporation of the Township of Georgetown) (as amended, supplemented or otherwise modified from time to time, the “Series 2021B Note”) and (c) Direct Note Obligation, Series 2021C (The Economic Development Corporation of the Township of Georgetown) (as amended, supplemented or otherwise modified from time to time, the “Series 2021C Note” and collectively with the Series 2021A Note and the Series 2021B Note, the “Series 2021 Notes”).

Sunset Manor has concurrently herewith entered into an Indenture and Loan Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “Agreement”), with The Economic Development Corporation of the Township of Georgetown, a Related Issuer under the Master Indenture (the “Bond Issuer”) and First Midwest Bank, an Illinois banking corporation (with its successors and assigns, the “Bondholder”), which Agreement provides for, among other things, the loan (the “Loan”) by the Bond Issuer to Sunset Manor of the proceeds received from the Bondholder from the sale of the Bond Issuer’s (a) Limited Obligation Revenue Refunding Bonds (Sunset Manor, Inc. Project), Series 2021A in the aggregate principal amount of _____ Dollars (\$_____) (the “Series 2021A Bonds”), (b) Limited Obligation Revenue Bonds (Sunset Manor, Inc. Project), Series 2021B in the aggregate principal amount of _____ Dollars (\$_____) (the “Series 2021B Bonds”), and (c) Limited Obligation Revenue Bonds (Sunset Manor, Inc. Project), Series 2021C in the aggregate principal amount of _____ Dollars (\$_____) (the “Series 2021C Bonds” and collectively with the Series 2021A Bonds and the 2021B Bonds, the “Series 2021 Bonds”) and the issuance by the Borrower to the Bond Issuer of the Series 2021 Notes to evidence and secure the Loan and the obligation of the Borrower to repay the same, together with premium, if any, and interest thereon.

The Series 2021 Bonds are being issued pursuant to the Agreement, among the Bond Issuer, the Borrower and the Bondholder, to be used to (i) pay certain Costs of the Series 2021 Project (as defined in the Agreement), (ii) current refund the outstanding Prior Bonds (as defined

in the Agreement), (iii) pay capitalized interest on the Series 2021 Bonds during construction of the Series 2021 Project, and (iv) pay the costs of issuing the Series 2021 Bonds.

The Borrower presently constitutes the sole Member of the Obligated Group within the meaning of the Master Indenture and is authorized by law and the Master Indenture, and deems it necessary and desirable, to issue, authenticate and deliver Obligations pursuant to the Master Indenture and this Supplemental Indenture in order to secure the obligations of Sunset Manor under the Agreement, including Sunset Manor's obligation to pay the principal and tender price of, premium, if any, and interest on the Series 2021 Bonds.

All acts and things necessary to make the Series 2021 Notes created by this Series 2021-1 Supplemental Indenture, when executed by the Borrower and authenticated and delivered by the Master Trustee as provided in the Master Indenture and this Series 2021-1 Supplemental Indenture, the legal, valid and binding obligations of the Obligated Group, and to constitute these presents, together with the Master Indenture, a valid indenture and agreement in accordance with its terms and the terms of the Master Indenture, have been done and performed and the execution of this Series 2021-1 Supplemental Indenture and the issuance hereunder and under the Master Indenture of the Series 2021 Notes created by this Series 2021-1 Supplemental Indenture have in all respects been duly authorized, and the Borrower, in the exercise of the legal right and power vested in it, executes this Series 2021-1 Supplemental Indenture and proposes to make, execute, issue and deliver the Series 2021 Notes created hereby.

NOW, THEREFORE, THIS SERIES 2021-1 SUPPLEMENTAL INDENTURE WITNESSETH:

That in order to declare the terms and conditions upon which the Series 2021 Notes created hereby are authenticated, issued and delivered and to secure all payments to be made by the Borrower pursuant to the Series 2021 Notes, and in consideration of the premises and the acquisition and acceptance of the Series 2021 Notes created hereby by the holders thereof, the Borrower covenants and agrees with the Master Trustee as follows:

ARTICLE I.

DEFINITION OF TERMS

Section 1.1. General. The terms used in this Series 2021-1 Supplemental Indenture and not otherwise defined herein shall, except as otherwise stated, have the meanings assigned to them in the Master Indenture or the Agreement, as the case may be.

ARTICLE II.

THE SERIES 2021 NOTES

Section 2.1. Creation; Designation. There is hereby created three promissory notes of the Borrower to be known as and entitled (a) "Direct Note Obligation, Series 2021A (The Economic Development Corporation of the Township of Georgetown)" (the "Series 2021A Note"), (b) "Direct Note Obligation, Series 2021B (The Economic Development Corporation of the Township of Georgetown)" (the "Series 2021B Note"), and (c) "Direct Note Obligation,

Series 2021C (The Economic Development Corporation of the Township of Georgetown)” (the “Series 2021C Note” and collectively with the Series 2021A Note and the Series 2021B Note, the “Series 2021 Notes”). The Series 2021A Note shall be issuable to the Bond Issuer as one registered promissory note without coupons, and shall be issued in the principal amount of _____ Dollars (\$_____). The Series 2021B Note shall be issuable to the Bond Issuer as one registered promissory note without coupons, and shall be issued in the principal amount of _____ Dollars (\$_____). The Series 2021C Note shall be issuable to the Bond Issuer as one registered promissory note without coupons, and shall be issued in the principal amount of _____ Dollars (\$_____). Upon assignment of the Series 2021 Notes from the Bond Issuer to the Bondholder, the Series 2021 Notes shall be registered in the name of the Bondholder, or its successors in trust, and shall be executed, authenticated and delivered in accordance with Article II of the Master Indenture. The Series 2021 Notes are each individually an Accelerable Instrument under the Master Indenture.

Section 2.2. Dating; Payment. The Series 2021 Notes shall be dated the date of delivery thereof. The forms of the Series 2021 Notes are set forth in Exhibit A attached hereto. The Series 2021 Notes shall be payable and shall bear interest as set forth in the forms of the Series 2021 Notes attached hereto as Exhibit A.

Section 2.3. Credit Against Amounts Due. The Obligated Group shall receive a credit against amounts due on any Series 2021 Note on any payment date as to principal, premium, if any, or interest, equal to the amounts paid or credited against payments of the principal of or premium, if any, or interest on the related series of Series 2021 Bonds to which such Series 2021 Note relates, on such payment date.

Section 2.4. Interest Rate for Advances. The Series 2021 Notes shall bear interest on overdue installments of principal, premium, if any, or interest, to the extent permitted by law, at the same rate as that payable under the Series 2021 Notes on the installment of principal for which such payment is overdue.

Section 2.5. Defeasance. Upon payment by the Borrower of a sum, in cash or obligations, or both, sufficient, together with any other cash and obligations held by the Bondholder and available for such purpose to cause all outstanding Series 2021 Bonds to be deemed to have been paid within the meaning of the Agreement and to pay all expenses of the Bondholder, accrued and to be accrued to the date of discharge of the Agreement as it relates to the Series 2021 Bonds through the provision for the payment of such Series 2021 Bonds, the Series 2021 Notes shall be deemed to have been paid and to be no longer outstanding under the Master Indenture.

ARTICLE III.

REDEMPTION

Section 3.1. General. The Series 2021 Notes shall be subject to redemption prior to maturity, to the extent and with respect to the corresponding payments of principal and at the applicable redemption premium, if any, that the Series 2021 Bonds are subject to redemption (other than by mandatory sinking fund redemption) in accordance with the terms of the

Agreement. The giving of notice of redemption of the Series 2021 Bonds (other than by mandatory sinking fund redemption, if applicable) shall, without further notice or action by the Master Trustee or the Borrower, constitute notice of redemption of the corresponding amounts of principal due on the Series 2021 Notes and the same shall, thereby, become due and payable on the date of redemption of such Series 2021 Bonds and at a redemption price equal to the redemption price payable with respect to the Series 2021 Bonds so redeemed.

Section 3.2. Partial Redemption. In the event of a partial redemption of any of the Series 2021 Notes pursuant to Section 3.1 hereof, the amount of each installment of such Series 2021 Note becoming due after such redemption shall, to the extent appropriate, be adjusted and set forth in a new schedule of payments so that, upon the due payment of all installments thereafter, the entire unpaid principal amount of and interest on such Series 2021 Note and on the related series of Series 2021 Bonds shall have been timely paid in full.

ARTICLE IV.

CONDITIONS TO ISSUANCE OF SERIES 2021 NOTES

Section 4.1. Sale. All conditions precedent to the issuance and purchase of the Series 2021 Bonds and the delivery of the Series 2021 Notes set forth in the Agreement must be satisfied simultaneously with or prior to the execution, authentication and delivery of the Series 2021 Notes.

ARTICLE V.

MISCELLANEOUS

Section 5.1. Effective Date. The provisions of this Series 2021-1 Supplemental Indenture shall be in full force and effect upon its execution and delivery

Section 5.2. General. All the terms and conditions of this Series 2021-1 Supplemental Indenture, including all exhibits hereof, shall be and be deemed to be part of the terms and conditions of the Master Indenture.

Section 5.3. Bondholders Deemed to be Holders of the Series 2021 Notes. As permitted under the Master Indenture, the holders of the Series 2021 Bonds shall be deemed to be holders of the Series 2021 Notes in an aggregate principal amount equal to the aggregate principal amount of the Series 2021 Bonds held by such holder.

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The signature page(s) to follow.]

Series 2021-1 Supplemental Master Indenture
Signature Page

IN WITNESS WHEREOF, the Borrower has caused this Series 2021-1 Supplemental Indenture to be duly executed in its name and on its behalf, and as Agent on behalf of each other Member of the Obligated Group, by its duly authorized officer; and the Master Trustee, in token of its acceptance of the trusts created hereunder, has caused this Series 2021-1 Supplemental Indenture to be executed in its name by its duly authorized officer, all as of the day and year first above written.

SUNSET MANOR, INC., as Agent, for itself
and on behalf of the other Members of the
Obligated Group

By: _____
Name:
Its: Chief Executive Officer

Signature Page to 2021 Supplemental Master Indenture

Series 2021-1 Supplemental Master Indenture
Signature Page

Accepted as of April 1, 2021.

AMALGAMATED BANK OF CHICAGO, as
Master Trustee

By: _____
Name: _____
Its: _____

Signature Page to 2021-1 Supplemental Master Indenture

EXHIBIT A

FORM OF SERIES 2021A OBLIGATION

**[THIS DIRECT NOTE OBLIGATION HAS NOT BEEN REGISTERED UNDER THE
SECURITIES ACT OF 1933, AS AMENDED]**

**SUNSET MANOR, INC. OBLIGATED GROUP
DIRECT NOTE OBLIGATION, SERIES 2021A
(THE ECONOMIC DEVELOPMENT CORPORATION OF THE TOWNSHIP OF
GEORGETOWN)**

No. 2021A-1

Issue Date: \$ _____, 2021

SUNSET MANOR, INC. (“Sunset Manor”), as Obligated Group Agent, for itself and on behalf of each other Member of the Obligated Group (as such Agent, the “Borrower”), a Michigan nonprofit corporation, for value received, hereby promises to pay to THE ECONOMIC DEVELOPMENT CORPORATION OF THE TOWNSHIP OF GEORGETOWN (the “Bond Issuer”), or registered assigns, the principal sum of _____ AND 00/100 DOLLARS. This Series 2021A Note (as hereinafter defined) shall bear interest from time to time in an amount equal to the interest accruing on the Series 2021A Bonds (as hereinafter defined) (the “Series 2021A Bonds”) issued pursuant to the Agreement (as hereinafter defined), said interest to be payable on each Interest Payment Date (as defined in the Agreement). The principal due on this Series 2021A Note shall be an amount of money which is not less than the amount of principal to become due on the Series 2021A Bonds, whether by maturity, mandatory tender, or optional or mandatory redemption. Principal of, premium, if any, and interest on this Series 2021A Note are payable in any coin or currency of the United States of America which, at the respective times of payment, is legal tender for the payment of public and private debts. The principal and tender price of, premium, if any, and interest on this Series 2021A Note shall be payable by depositing the same, in immediately available funds, with or by wire transfer to the Bondholder (as hereinafter defined) on the date the same shall become due and payable, and giving notice of payments to the Master Trustee (as hereinafter defined) as provided in the Master Indenture.

Notwithstanding anything to the contrary herein or in the Indenture and Loan Agreement dated as of April 1, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the “Agreement”), among the Bond Issuer, Sunset Manor, and First Midwest Bank (with its successors and assigns, the “Bondholder”), the Borrower agrees to pay all amounts due and owing on the Series 2021A Bonds as they become due.

The principal of and interest on this Series 2021A Note (as hereinafter defined) and the premium, if any, payable upon redemption, are payable at the office of First Midwest Bank, Cleveland, Ohio, as Bondholder for the hereinafter Series 2021A Bonds, by check or draft hand delivered to the Bondholder or by wire transfer, in either case delivered on the date such payment is due.

This Series 2021A Note is issued in the principal amount of \$_____ and is designated as the “Direct Note Obligation, Series 2021A (The Economic Development Corporation of the Township of Georgetown)” (the “Series 2021A Note” and, together with all other Obligations issued under the Master Indenture hereinafter defined, the “Obligations”) and is issued under and secured by and entitled to the security of a Master Trust Indenture dated as of April 1, 2014, between Sunset Manor, as the initial Member of, and the Agent for, an Obligated Group (the “Obligated Group”), and Amalgamated Bank of Chicago, as master trustee (the “Master Trustee”), as amended and supplemented from time to time, including by the Series 2021-1 Supplemental Master Trust Indenture dated as of April 1, 2021, between the Borrower and the Master Trustee (collectively, the “Master Indenture”). Pursuant to the Master Indenture, each Member of the Obligated Group (as defined in the Master Indenture) and each future Member of the Obligated Group are jointly and severally liable on all Obligations (including this Series 2021A Note) issued under the Master Indenture. It is provided in the Master Indenture that the Borrower and any future Members of the Obligated Group may hereafter issue Additional Obligations (as defined in the Master Indenture) from time to time, and if issued, such Additional Obligations will rank pari passu with this Series 2021A Note and all other Obligations theretofore or thereafter issued under the Master Indenture, except as otherwise provided in the Master Indenture. Reference is made to the Master Indenture and to all indentures supplemental thereto for the provisions, among others, with respect to the nature and extent of the security for the Obligations, the rights, duties and obligations of the Borrower, the other Members of the Obligated Group and the Master Trustee and the rights of the holders of the Obligations, and to all the provisions of which the holder hereof by the acceptance of this Series 2021A Note assents.

This Series 2021A Note is issued to evidence, in part, the loan made by the Bond Issuer to Sunset Manor pursuant to the Agreement. Reference is made to the Agreement for its provisions, including the provisions for the payment of principal and interest on the Series 2021A Bonds, to which the holder hereof, by acceptance of this Series 2021A Note, assents.

This Series 2021A Note is transferable by the registered holder hereof in person or by duly authorized attorney at the designated corporate trust office of the Master Trustee, currently in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Master Indenture, and upon surrender and cancellation of this Series 2021A Note. Upon such transfer a new registered promissory note without coupons of the same series and maturity and of authorized denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Master Trustee may deem and treat the registered holder hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and premium, if any, hereon and interest due hereon and for all other purposes and the Master Trustee shall not be affected by any notice to the contrary.

This Series 2021A Note is issuable as a single fully registered Obligation without coupons. This Series 2021A Note may not be exchanged for a coupon Obligation.

This Series 2021A Note is prepayable at any time to the extent of proceeds received from insurance and condemnation or sale consummated under threat of condemnation under certain

conditions, in whole or in part and if in part, by maturities designated by the Borrower, without premium, as provided in the Master Indenture.

This Series 2021A Note may also be prepaid in whole or in part by paying the amount necessary to provide for the payment, prepayment, redemption, refunding or advance refunding of the Bond Issuer's \$_____ Limited Obligation Revenue Refunding Bonds (Sunset Manor, Inc. Project), Series 2021A (the "Series 2021A Bonds") or any portion of such Series 2021A Bonds in the manner provided in the Agreement.

In the event this Series 2021A Note is prepaid as aforesaid, notice thereof identifying the portion of this Series 2021A Note to be prepaid will be given by mailing a copy of the redemption notice by first class mail, postage prepaid, to the registered owner or owners hereof, at their addresses shown on the registration books, not less than 30 days prior to the date fixed for prepayment. This Series 2021A Note or the portion hereof so called for prepayment will cease to bear interest on the specified prepayment date, provided funds for its prepayment are on deposit at the place of payment at that time, and this Series 2021A Note or such portion shall no longer be protected by the Master Indenture and shall not be deemed to be outstanding under the provisions of the Master Indenture.

The Members may pay or provide for the payment of the entire indebtedness on this Series 2021A Note or any portion of this Series 2021A Note by depositing Escrow Obligations (as defined in the Master Indenture) in an amount, together with the income or increment to accrue thereon, but without consideration of any reinvestment thereof, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on this Series 2021A Note or a portion of this Series 2021A Note at or before its maturity date. Upon such deposit, this Series 2021A Note or portion of this Series 2021A Note shall cease to be entitled to any lien, benefit or security under the Master Indenture. The Members shall remain the obligors on this Series 2021A Note but the holders thereof shall be entitled to payment (to the exclusion of all other Obligation holders) solely out of funds received from such Escrow Obligations. Other Obligations are also subject to advance defeasance, and the Members may pay or provide for the payment of all or a part of the indebtedness on all Obligations of a particular series as described in the Master Indenture. The foregoing notwithstanding, this Series 2021A Note shall not be deemed paid and shall continue to be entitled to the lien, benefit and security of the Master Indenture unless and until the Series 2021A Bonds cease to be entitled to any lien, benefit or security under the Agreement pursuant to the provisions thereof.

The holder of this Series 2021A Note shall have no right to enforce the provisions of the Master Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Master Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Master Indenture.

This Series 2021A Note is an Accelerable Instrument (as defined in the Master Indenture) and, subject to the terms of the Master Indenture, the holder hereof has the right under the Master Indenture to request an acceleration of this Series 2021A Note upon the occurrence of an event of default described in Section 502 of the Master Indenture.

In certain events (including without limitation the occurrence of an “event of default” as defined in the Master Indenture), on the conditions, in the manner and with the effect set forth in the Master Indenture, the outstanding principal of this Series 2021A Note may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Master Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Master Indenture.

It is hereby certified that all conditions, acts and things required to exist, happen and be performed under the Master Indenture precedent to and in the issuance of this Series 2021A Note, exist, have happened and have been performed, and that the issuance, authentication and delivery of this Series 2021A Note have been duly authorized by resolutions of the Borrower duly adopted.

No recourse shall be had for the payment of the principal of or premium or interest on this Series 2021A Note or for any claim based thereon or upon any obligation, covenant or agreement in this Master Indenture contained against any past, present or future officer, director, employee, member or agent of any Member, or of any successor corporation, as such, either directly or through any Member or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, employees, members or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Master Indenture and the issuance of this Series 2021A Note.

The Borrower hereby waives presentment for payment, demand, protest, notice of protest, notice of dishonor and all defenses on the grounds of extension of time of payment for the payment hereof which may be given (other than in writing) by the Master Trustee to the Members.

This Series 2021A Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Master Indenture until the certificate of authentication hereon shall have been duly executed by the Master Trustee.

IN WITNESS WHEREOF, the Borrower has caused this Series 2021A Note to be executed in its name and on its behalf, and as Agent on behalf of each other Member of the Obligated Group, by the manual signature of its duly authorized officer, as of the Issue Date.

SUNSET MANOR, INC., as Agent, for itself
and on behalf of the other Members of the
Obligated Group

By: _____
Name:
Its: Chief Executive Officer

MASTER TRUSTEE'S AUTHENTICATION CERTIFICATE

This Series 2021A Note is one of the Obligations described in the within-mentioned Master Indenture.

AMALGAMATED BANK OF CHICAGO, as
Master Trustee

By: _____
Name: _____
Its: Authorized Signatory

Date of Authentication: _____, 2021

ENDORSEMENT AND ASSIGNMENT

For value received, pay without recourse to the order of First Midwest Bank, as Bondholder (the “Bondholder”), under the Indenture and Loan Agreement dated as of April 1, 2021 (the “Related Bond Indenture”), among The Economic Development Corporation of the Township of Georgetown (the “Bond Issuer”), Sunset Manor, Inc., as Obligated Group Agent, for itself and on behalf of each other Member of the Obligated Group (as such Agent, the “Borrower”) and the Bondholder, a “Related Bond Trustee” under the Master Indenture. The Bond Issuer hereby assigns all of its right, title and interest in and to the above Series 2021A Note to the Bondholder, and to its successor or successors as Related Bond Trustee under the Related Bond Indenture, for the benefit and security of the holders of the Bond Issuer’s Limited Obligation Revenue Refunding Bonds (Sunset Manor, Inc. Project), Series 2021A.

Dated as of the Issue Date.

THE ECONOMIC DEVELOPMENT CORPORATION
OF THE TOWNSHIP OF GEORGETOWN

By: _____

Name:

Its: President

ENDORSEMENT BY OBLIGATED GROUP AGENT

The undersigned Obligated Group Agent (as defined in the within-mentioned Master Indenture) hereby certifies that, pursuant to the provisions of the Master Indenture, Sunset Manor, Inc., as Agent, for itself and on behalf of each other Member of the Obligated Group (as such Agent, the “Borrower”), which is issuing the Direct Note Obligation, Series 2021A (The Economic Development Corporation of the Township of Georgetown) (as amended, supplemented or otherwise modified from time to time, the “Series 2021A Note”), is obligated hereon and all other Members of the Obligated Group referred to and defined in the Master Indenture are jointly and severally obligated hereon. The Members of the Obligated Group as of the date of execution and delivery of this Series 2021A Note are identified on Schedule I attached hereto.

Any Person (as defined in the Master Indenture) who shall satisfy the conditions set forth in the Master Indenture and become a Member of the Obligated Group subsequent to the date of the execution and delivery of this Series 2021A Note shall pursuant to the Master Indenture thereupon and thereafter likewise become a joint and several obligor of this Series 2021A Note, whether or not the name of such Person shall appear on or be added to Schedule I.

If any Person who is on the date of execution and delivery of this Series 2021A Note, or who shall thereafter become, a Member of the Obligated Group and thus jointly and severally obligated hereon, shall satisfy the conditions set forth in the Master Indenture for withdrawal from the Obligated Group and shall withdraw from the Obligated Group pursuant to written release executed by the Master Trustee, such Person shall thereupon and thereafter be released from any further liability or obligation with respect to the Series 2021A Note and under the Master Indenture, whether or not the name of such Person shall appear on or be deleted from Schedule I.

Promptly after any such withdrawal and release, the Master Trustee shall give written notice thereof by mail to the Bondholder, each Depositary or Related Bond Trustee (as defined in the Master Indenture) and to all other holders of registered Obligations at their last addresses as they shall appear upon the register maintained as provided in the Master Indenture.

SUNSET MANOR, INC., as Obligated Group
Agent

By: _____
Name:
Its: Chief Executive Officer

Schedule I

MEMBERS OF THE OBLIGATED GROUP

Name

Address for Notices

Sunset Manor, Inc.

c/o Sunset Manor, Inc.
725 Baldwin Street
Jenison, Michigan 49428
Attn: Chief Financial Officer

FORM OF SERIES 2021B OBLIGATION

**[THIS DIRECT NOTE OBLIGATION HAS NOT BEEN REGISTERED UNDER THE
SECURITIES ACT OF 1933, AS AMENDED]**

**SUNSET MANOR, INC. OBLIGATED GROUP
DIRECT NOTE OBLIGATION, SERIES 2021B
(THE ECONOMIC DEVELOPMENT CORPORATION OF THE TOWNSHIP OF
GEORGETOWN)**

No. 2021B-1

Issue Date: _____, 2021

SUNSET MANOR, INC. (“Sunset Manor”), as Obligated Group Agent, for itself and on behalf of each other Member of the Obligated Group (as such Agent, the “Borrower”), a Michigan nonprofit corporation, for value received, hereby promises to pay to THE ECONOMIC DEVELOPMENT CORPORATION OF THE TOWNSHIP OF GEORGETOWN (the “Bond Issuer”), or registered assigns, the principal sum of _____ AND 00/100 DOLLARS. This Series 2021B Note (as hereinafter defined) shall bear interest from time to time in an amount equal to the interest accruing on the Series 2021B Bonds (as hereinafter defined) (the “Series 2021B Bonds”) issued pursuant to the Agreement (as hereinafter defined), said interest to be payable on each Interest Payment Date (as defined in the Agreement). The principal due on this Series 2021B Note shall be an amount of money which is not less than the amount of principal to become due on the Series 2021B Bonds, whether by maturity, mandatory tender, or optional or mandatory redemption. Principal of, premium, if any, and interest on this Series 2021B Note are payable in any coin or currency of the United States of America which, at the respective times of payment, is legal tender for the payment of public and private debts. The principal and tender price of, premium, if any, and interest on this Series 2021B Note shall be payable by depositing the same, in immediately available funds, with or by wire transfer to the Bondholder (as hereinafter defined) on the date the same shall become due and payable, and giving notice of payments to the Master Trustee (as hereinafter defined) as provided in the Master Indenture.

Notwithstanding anything to the contrary herein or in the Indenture and Loan Agreement dated as of April 1, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the “Agreement”), among the Bond Issuer, Sunset Manor and First Midwest Bank (with its successors and assigns, the “Bondholder”), the Borrower agrees to pay all amounts due and owing on the Series 2021B Bonds as they become due.

The principal of and interest on this Series 2021B Note (as hereinafter defined) and the premium, if any, payable upon redemption, are payable at the office of First Midwest Bank, Cleveland, Ohio, as Bondholder for the hereinafter Series 2021B Bonds, by check or draft hand delivered to the Bondholder or by wire transfer, in either case delivered on the date such payment is due.

This Series 2021B Note is issued in the principal amount of \$_____ and is designated as the “Direct Note Obligation, Series 2021B (The Economic Development Corporation of the Township of Georgetown)” (the “Series 2021B Note” and, together with all other Obligations issued under the Master Indenture hereinafter defined, the “Obligations”) and is issued under and secured by and entitled to the security of a Master Trust Indenture dated as of April 1, 2014, between Sunset Manor, as the initial Member of, and the Agent for, an Obligated Group (the “Obligated Group”), and Amalgamated Bank of Chicago, as master trustee (the “Master Trustee”), as amended and supplemented from time to time, including by the Series 2021-1 Supplemental Master Trust Indenture dated as of April 1, 2021, between the Borrower and the Master Trustee (collectively, the “Master Indenture”). Pursuant to the Master Indenture, each Member of the Obligated Group (as defined in the Master Indenture) and each future Member of the Obligated Group are jointly and severally liable on all Obligations (including this Series 2021B Note) issued under the Master Indenture. It is provided in the Master Indenture that the Borrower and any future Members of the Obligated Group may hereafter issue Additional Obligations (as defined in the Master Indenture) from time to time, and if issued, such Additional Obligations will rank pari passu with this Series 2021B Note and all other Obligations theretofore or thereafter issued under the Master Indenture, except as otherwise provided in the Master Indenture. Reference is made to the Master Indenture and to all indentures supplemental thereto for the provisions, among others, with respect to the nature and extent of the security for the Obligations, the rights, duties and obligations of the Borrower, the other Members of the Obligated Group and the Master Trustee and the rights of the holders of the Obligations, and to all the provisions of which the holder hereof by the acceptance of this Series 2021B Note assents.

This Series 2021B Note is issued to evidence, in part, the loan made by the Bond Issuer to Sunset Manor pursuant to the Agreement. Reference is made to the Agreement for its provisions, including the provisions for the payment of principal and interest on the Series 2021B Bonds, to which the holder hereof, by acceptance of this Series 2021B Note, assents.

This Series 2021B Note is transferable by the registered holder hereof in person or by duly authorized attorney at the designated corporate trust office of the Master Trustee, currently in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Master Indenture, and upon surrender and cancellation of this Series 2021B Note. Upon such transfer a new registered promissory note without coupons of the same series and maturity and of authorized denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Master Trustee may deem and treat the registered holder hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and premium, if any, hereon and interest due hereon and for all other purposes and the Master Trustee shall not be affected by any notice to the contrary.

This Series 2021B Note is issuable as a single fully registered Obligation without coupons. This Series 2021B Note may not be exchanged for a coupon Obligation.

This Series 2021B Note is prepayable at any time to the extent of proceeds received from insurance and condemnation or sale consummated under threat of condemnation under certain

conditions, in whole or in part and if in part, by maturities designated by the Borrower, without premium, as provided in the Master Indenture.

This Series 2021B Note may also be prepaid in whole or in part by paying the amount necessary to provide for the payment, prepayment, redemption, refunding or advance refunding of the Bond Issuer's \$_____ Limited Obligation Revenue Bonds (Sunset Manor, Inc. Project), Series 2021B (the "Series 2021B Bonds") or any portion of such Series 2021B Bonds in the manner provided in the Agreement.

In the event this Series 2021B Note is prepaid as aforesaid, notice thereof identifying the portion of this Series 2021B Note to be prepaid will be given by mailing a copy of the redemption notice by first class mail, postage prepaid, to the registered owner or owners hereof, at their addresses shown on the registration books, not less than 30 days prior to the date fixed for prepayment. This Series 2021B Note or the portion hereof so called for prepayment will cease to bear interest on the specified prepayment date, provided funds for its prepayment are on deposit at the place of payment at that time, and this Series 2021B Note or such portion shall no longer be protected by the Master Indenture and shall not be deemed to be outstanding under the provisions of the Master Indenture.

The Members may pay or provide for the payment of the entire indebtedness on this Series 2021B Note or any portion of this Series 2021B Note by depositing Escrow Obligations (as defined in the Master Indenture) in an amount, together with the income or increment to accrue thereon, but without consideration of any reinvestment thereof, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on this Series 2021B Note or a portion of this Series 2021B Note at or before its maturity date. Upon such deposit, this Series 2021B Note or portion of this Series 2021B Note shall cease to be entitled to any lien, benefit or security under the Master Indenture. The Members shall remain the obligors on this Series 2021B Note but the holders thereof shall be entitled to payment (to the exclusion of all other Obligation holders) solely out of funds received from such Escrow Obligations. Other Obligations are also subject to advance defeasance, and the Members may pay or provide for the payment of all or a part of the indebtedness on all Obligations of a particular series as described in the Master Indenture. The foregoing notwithstanding, this Series 2021B Note shall not be deemed paid and shall continue to be entitled to the lien, benefit and security of the Master Indenture unless and until the Series 2021B Bonds cease to be entitled to any lien, benefit or security under the Agreement pursuant to the provisions thereof.

The holder of this Series 2021B Note shall have no right to enforce the provisions of the Master Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Master Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Master Indenture.

This Series 2021B Note is an Accelerable Instrument (as defined in the Master Indenture) and, subject to the terms of the Master Indenture, the holder hereof has the right under the Master Indenture to request an acceleration of this Series 2021B Note upon the occurrence of an event of default described in Section 502 of the Master Indenture.

In certain events (including without limitation the occurrence of an “event of default” as defined in the Master Indenture), on the conditions, in the manner and with the effect set forth in the Master Indenture, the outstanding principal of this Series 2021B Note may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Master Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Master Indenture.

It is hereby certified that all conditions, acts and things required to exist, happen and be performed under the Master Indenture precedent to and in the issuance of this Series 2021B Note, exist, have happened and have been performed, and that the issuance, authentication and delivery of this Series 2021B Note have been duly authorized by resolutions of the Borrower duly adopted.

No recourse shall be had for the payment of the principal of or premium or interest on this Series 2021B Note or for any claim based thereon or upon any obligation, covenant or agreement in this Master Indenture contained against any past, present or future officer, director, employee, member or agent of any Member, or of any successor corporation, as such, either directly or through any Member or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, employees, members or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Master Indenture and the issuance of this Series 2021B Note.

The Borrower hereby waives presentment for payment, demand, protest, notice of protest, notice of dishonor and all defenses on the grounds of extension of time of payment for the payment hereof which may be given (other than in writing) by the Master Trustee to the Members.

This Series 2021B Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Master Indenture until the certificate of authentication hereon shall have been duly executed by the Master Trustee.

IN WITNESS WHEREOF, the Borrower has caused this Series 2021B Note to be executed in its name and on its behalf, and as Agent on behalf of each other Member of the Obligated Group, by the manual signature of its duly authorized officer, as of the Issue Date.

SUNSET MANOR, INC., as Agent, for itself
and on behalf of the other Members of the
Obligated Group

By: _____
Name:
Its: Chief Executive Officer

MASTER TRUSTEE'S AUTHENTICATION CERTIFICATE

This Series 2021B Note is one of the Obligations described in the within-mentioned Master Indenture.

AMALGAMATED BANK OF CHICAGO, as
Master Trustee

By: _____
Name: _____
Its: Authorized Signatory

Date of Authentication: _____, 2021

ENDORSEMENT AND ASSIGNMENT

For value received, pay without recourse to the order of First Midwest Bank, as Bondholder (the “Bondholder”), under the Indenture and Loan Agreement dated as of April 1, 2021 (the “Related Bond Indenture”), among The Economic Development Corporation of the Township of Georgetown (the “Bond Issuer”), Sunset Manor, Inc., as Obligated Group Agent, for itself and on behalf of each other Member of the Obligated Group (as such Agent, the “Borrower”) and the Bondholder, a “Related Bond Trustee” under the Master Indenture. The Bond Issuer hereby assigns all of its right, title and interest in and to the above Series 2021B Note to the Bondholder, and to its successor or successors as Related Bond Trustee under the Related Bond Indenture, for the benefit and security of the holders of the Bond Issuer’s Limited Obligation Revenue Bonds (Sunset Manor, Inc. Project), Series 2021B.

Dated as of the Issue Date.

THE ECONOMIC DEVELOPMENT CORPORATION
OF THE TOWNSHIP OF GEORGETOWN

By: _____

Name:

Its: President

ENDORSEMENT BY OBLIGATED GROUP AGENT

The undersigned Obligated Group Agent (as defined in the within-mentioned Master Indenture) hereby certifies that, pursuant to the provisions of the Master Indenture, Sunset Manor, Inc., as Agent, for itself and on behalf of each other Member of the Obligated Group (as such Agent, the “Borrower”), which is issuing the Direct Note Obligation, Series 2021B (The Economic Development Corporation of the Township of Georgetown) (as amended, supplemented or otherwise modified from time to time, the “Series 2021B Note”), is obligated hereon and all other Members of the Obligated Group referred to and defined in the Master Indenture are jointly and severally obligated hereon. The Members of the Obligated Group as of the date of execution and delivery of this Series 2021B Note are identified on Schedule I attached hereto.

Any Person (as defined in the Master Indenture) who shall satisfy the conditions set forth in the Master Indenture and become a Member of the Obligated Group subsequent to the date of the execution and delivery of this Series 2021B Note shall pursuant to the Master Indenture thereupon and thereafter likewise become a joint and several obligor of this Series 2021B Note, whether or not the name of such Person shall appear on or be added to Schedule I.

If any Person who is on the date of execution and delivery of this Series 2021B Note, or who shall thereafter become, a Member of the Obligated Group and thus jointly and severally obligated hereon, shall satisfy the conditions set forth in the Master Indenture for withdrawal from the Obligated Group and shall withdraw from the Obligated Group pursuant to written release executed by the Master Trustee, such Person shall thereupon and thereafter be released from any further liability or obligation with respect to the Series 2021B Note and under the Master Indenture, whether or not the name of such Person shall appear on or be deleted from Schedule I.

Promptly after any such withdrawal and release, the Master Trustee shall give written notice thereof by mail to the Bondholder, each Depositary or Related Bond Trustee (as defined in the Master Indenture) and to all other holders of registered Obligations at their last addresses as they shall appear upon the register maintained as provided in the Master Indenture.

SUNSET MANOR, INC., as Obligated Group
Agent

By: _____
Name:
Its: Chief Executive Officer

Schedule I

MEMBERS OF THE OBLIGATED GROUP

Name

Address for Notices

Sunset Manor, Inc.

c/o Sunset Manor, Inc.
725 Baldwin Street
Jenison, Michigan 49428
Attn: Chief Financial Officer

FORM OF SERIES 2021C OBLIGATION

[THIS DIRECT NOTE OBLIGATION HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED]

**SUNSET MANOR, INC. OBLIGATED GROUP
DIRECT NOTE OBLIGATION, SERIES 2021C
(THE ECONOMIC DEVELOPMENT CORPORATION OF THE TOWNSHIP OF
GEORGETOWN)**

No. 2021C-1

Issue Date: _____, 2021

SUNSET MANOR, INC. (“Sunset Manor”), as Obligated Group Agent, for itself and on behalf of each other Member of the Obligated Group (as such Agent, the “Borrower”), a Michigan nonprofit corporation, for value received, hereby promises to pay to THE ECONOMIC DEVELOPMENT CORPORATION OF THE TOWNSHIP OF GEORGETOWN (the “Bond Issuer”), or registered assigns, the principal sum of _____ AND 00/100 DOLLARS. This Series 2021C Note (as hereinafter defined) shall bear interest from time to time in an amount equal to the interest accruing on the Series 2021C Bonds (as hereinafter defined) (the “Series 2021C Bonds”) issued pursuant to the Agreement (as hereinafter defined), said interest to be payable on each Interest Payment Date (as defined in the Agreement). The principal due on this Series 2021C Note shall be an amount of money which is not less than the amount of principal to become due on the Series 2021C Bonds, whether by maturity, mandatory tender, or optional or mandatory redemption. Principal of, premium, if any, and interest on this Series 2021C Note are payable in any coin or currency of the United States of America which, at the respective times of payment, is legal tender for the payment of public and private debts. The principal and tender price of, premium, if any, and interest on this Series 2021C Note shall be payable by depositing the same, in immediately available funds, with or by wire transfer to the Bondholder (as hereinafter defined) on the date the same shall become due and payable, and giving notice of payments to the Master Trustee (as hereinafter defined) as provided in the Master Indenture.

Notwithstanding anything to the contrary herein or in the Indenture and Loan Agreement dated as of April 1, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the “Agreement”), among the Bond Issuer, Sunset Manor and First Midwest Bank (with its successors and assigns, the “Bondholder”), the Borrower agrees to pay all amounts due and owing on the Series 2021C Bonds as they become due.

The principal of and interest on this Series 2021C Note (as hereinafter defined) and the premium, if any, payable upon redemption, are payable at the office of First Midwest Bank, Cleveland, Ohio, as Bondholder for the hereinafter Series 2021C Bonds, by check or draft hand delivered to the Bondholder or by wire transfer, in either case delivered on the date such payment is due.

This Series 2021C Note is issued in the principal amount of \$_____ and is designated as the “Direct Note Obligation, Series 2021C (The Economic Development Corporation of the Township of Georgetown)” (the “Series 2021C Note” and, together with all other Obligations issued under the Master Indenture hereinafter defined, the “Obligations”) and is issued under and secured by and entitled to the security of a Master Trust Indenture dated as of April 1, 2014, between Sunset Manor, as the initial Member of, and the Agent for, an Obligated Group (the “Obligated Group”), and Amalgamated Bank of Chicago, as master trustee (the “Master Trustee”), as amended and supplemented from time to time, including the Series 2021-1 Supplemental Master Trust Indenture dated as of April 1, 2021 between the Borrower and the Master Trustee (collectively, the “Master Indenture”). Pursuant to the Master Indenture, each Member of the Obligated Group (as defined in the Master Indenture) and each future Member of the Obligated Group are jointly and severally liable on all Obligations (including this Series 2021C Note) issued under the Master Indenture. It is provided in the Master Indenture that the Borrower and any future Members of the Obligated Group may hereafter issue Additional Obligations (as defined in the Master Indenture) from time to time, and if issued, such Additional Obligations will rank pari passu with this Series 2021C Note and all other Obligations theretofore or thereafter issued under the Master Indenture, except as otherwise provided in the Master Indenture. Reference is made to the Master Indenture and to all indentures supplemental thereto for the provisions, among others, with respect to the nature and extent of the security for the Obligations, the rights, duties and obligations of the Borrower, the other Members of the Obligated Group and the Master Trustee and the rights of the holders of the Obligations, and to all the provisions of which the holder hereof by the acceptance of this Series 2021C Note assents.

This Series 2021C Note is issued to evidence, in part, the loan made by the Bond Issuer to Sunset Manor pursuant to the Agreement. Reference is made to the Agreement for its provisions, including the provisions for the payment of principal and interest on the Series 2021C Bonds, to which the holder hereof, by acceptance of this Series 2021C Note, assents.

This Series 2021C Note is transferable by the registered holder hereof in person or by duly authorized attorney at the designated corporate trust office of the Master Trustee, currently in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Master Indenture, and upon surrender and cancellation of this Series 2021C Note. Upon such transfer a new registered promissory note without coupons of the same series and maturity and of authorized denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Master Trustee may deem and treat the registered holder hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and premium, if any, hereon and interest due hereon and for all other purposes and the Master Trustee shall not be affected by any notice to the contrary.

This Series 2021C Note is issuable as a single fully registered Obligation without coupons. This Series 2021C Note may not be exchanged for a coupon Obligation.

This Series 2021C Note is prepayable at any time to the extent of proceeds received from insurance and condemnation or sale consummated under threat of condemnation under certain

conditions, in whole or in part and if in part, by maturities designated by the Borrower, without premium, as provided in the Master Indenture.

This Series 2021C Note may also be prepaid in whole or in part by paying the amount necessary to provide for the payment, prepayment, redemption, refunding or advance refunding of the Bond Issuer's \$_____ Limited Obligation Revenue Bonds (Sunset Manor, Inc. Project), Series 2021C (the "Series 2021C Bonds") or any portion of such Series 2021C Bonds in the manner provided in the Agreement.

In the event this Series 2021C Note is prepaid as aforesaid, notice thereof identifying the portion of this Series 2021C Note to be prepaid will be given by mailing a copy of the redemption notice by first class mail, postage prepaid, to the registered owner or owners hereof, at their addresses shown on the registration books, not less than 30 days prior to the date fixed for prepayment. This Series 2021C Note or the portion hereof so called for prepayment will cease to bear interest on the specified prepayment date, provided funds for its prepayment are on deposit at the place of payment at that time, and this Series 2021C Note or such portion shall no longer be protected by the Master Indenture and shall not be deemed to be outstanding under the provisions of the Master Indenture.

The Members may pay or provide for the payment of the entire indebtedness on this Series 2021C Note or any portion of this Series 2021C Note by depositing Escrow Obligations (as defined in the Master Indenture) in an amount, together with the income or increment to accrue thereon, but without consideration of any reinvestment thereof, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on this Series 2021C Note or a portion of this Series 2021C Note at or before its maturity date. Upon such deposit, this Series 2021C Note or portion of this Series 2021C Note shall cease to be entitled to any lien, benefit or security under the Master Indenture. The Members shall remain the obligors on this Series 2021C Note but the holders thereof shall be entitled to payment (to the exclusion of all other Obligation holders) solely out of funds received from such Escrow Obligations. Other Obligations are also subject to advance defeasance, and the Members may pay or provide for the payment of all or a part of the indebtedness on all Obligations of a particular series as described in the Master Indenture. The foregoing notwithstanding, this Series 2021C Note shall not be deemed paid and shall continue to be entitled to the lien, benefit and security of the Master Indenture unless and until the Series 2021C Bonds cease to be entitled to any lien, benefit or security under the Agreement pursuant to the provisions thereof.

The holder of this Series 2021C Note shall have no right to enforce the provisions of the Master Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Master Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Master Indenture.

This Series 2021C Note is an Accelerable Instrument (as defined in the Master Indenture) and, subject to the terms of the Master Indenture, the holder hereof has the right under the Master Indenture to request an acceleration of this Series 2021C Note upon the occurrence of an event of default described in Section 502 of the Master Indenture.

In certain events (including without limitation the occurrence of an “event of default” as defined in the Master Indenture), on the conditions, in the manner and with the effect set forth in the Master Indenture, the outstanding principal of this Series 2021C Note may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Master Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Master Indenture.

It is hereby certified that all conditions, acts and things required to exist, happen and be performed under the Master Indenture precedent to and in the issuance of this Series 2021C Note, exist, have happened and have been performed, and that the issuance, authentication and delivery of this Series 2021C Note have been duly authorized by resolutions of the Borrower duly adopted.

No recourse shall be had for the payment of the principal of or premium or interest on this Series 2021C Note or for any claim based thereon or upon any obligation, covenant or agreement in this Master Indenture contained against any past, present or future officer, director, employee, member or agent of any Member, or of any successor corporation, as such, either directly or through any Member or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, employees, members or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Master Indenture and the issuance of this Series 2021C Note.

The Borrower hereby waives presentment for payment, demand, protest, notice of protest, notice of dishonor and all defenses on the grounds of extension of time of payment for the payment hereof which may be given (other than in writing) by the Master Trustee to the Members.

This Series 2021C Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Master Indenture until the certificate of authentication hereon shall have been duly executed by the Master Trustee.

IN WITNESS WHEREOF, the Borrower has caused this Series 2021C Note to be executed in its name and on its behalf, and as Agent on behalf of each other Member of the Obligated Group, by the manual signature of its duly authorized officer, as of the Issue Date.

SUNSET MANOR, INC., as Agent, for itself
and on behalf of the other Members of the
Obligated Group

By: _____
Name:
Its: Chief Executive Officer

MASTER TRUSTEE'S AUTHENTICATION CERTIFICATE

This Series 2021C Note is one of the Obligations described in the within-mentioned Master Indenture.

AMALGAMATED BANK OF CHICAGO, as
Master Trustee

By: _____
Name: _____
Its: Authorized Signatory

Date of Authentication: _____, 2021

ENDORSEMENT AND ASSIGNMENT

For value received, pay without recourse to the order of First Midwest Bank, as Bondholder (the “Bondholder”), under the Indenture and Loan Agreement dated as of April 1, 2021 (the “Related Bond Indenture”), among The Economic Development Corporation of the Township of Georgetown (the “Bond Issuer”), Sunset Manor, Inc., as Obligated Group Agent, for itself and on behalf of each other Member of the Obligated Group (as such Agent, the “Borrower”) and the Bondholder, a “Related Bond Trustee” under the Master Indenture. The Bond Issuer hereby assigns all of its right, title and interest in and to the above Series 2021C Note to the Bondholder, and to its successor or successors as Related Bond Trustee under the Related Bond Indenture, for the benefit and security of the holders of the Bond Issuer’s Limited Obligation Revenue Bonds (Sunset Manor, Inc. Project), Series 2021C.

Dated as of the Issue Date.

**THE ECONOMIC DEVELOPMENT CORPORATION
OF THE TOWNSHIP OF GEORGETOWN**

By: _____

Name:

Its: President

ENDORSEMENT BY OBLIGATED GROUP AGENT

The undersigned Obligated Group Agent (as defined in the within-mentioned Master Indenture) hereby certifies that, pursuant to the provisions of the Master Indenture, Sunset Manor, Inc., as Agent, for itself and on behalf of each other Member of the Obligated Group (as such Agent, the “Borrower”), which is issuing the Direct Note Obligation, Series 2021C (The Economic Development Corporation of the Township of Georgetown) (as amended, supplemented or otherwise modified from time to time, the “Series 2021C Note”), is obligated hereon and all other Members of the Obligated Group referred to and defined in the Master Indenture are jointly and severally obligated hereon. The Members of the Obligated Group as of the date of execution and delivery of this Series 2021C Note are identified on Schedule I attached hereto.

Any Person (as defined in the Master Indenture) who shall satisfy the conditions set forth in the Master Indenture and become a Member of the Obligated Group subsequent to the date of the execution and delivery of this Series 2021C Note shall pursuant to the Master Indenture thereupon and thereafter likewise become a joint and several obligor of this Series 2021C Note, whether or not the name of such Person shall appear on or be added to Schedule I.

If any Person who is on the date of execution and delivery of this Series 2021C Note, or who shall thereafter become, a Member of the Obligated Group and thus jointly and severally obligated hereon, shall satisfy the conditions set forth in the Master Indenture for withdrawal from the Obligated Group and shall withdraw from the Obligated Group pursuant to written release executed by the Master Trustee, such Person shall thereupon and thereafter be released from any further liability or obligation with respect to the Series 2021C Note and under the Master Indenture, whether or not the name of such Person shall appear on or be deleted from Schedule I.

Promptly after any such withdrawal and release, the Master Trustee shall give written notice thereof by mail to the Bondholder, each Depositary or Related Bond Trustee (as defined in the Master Indenture) and to all other holders of registered Obligations at their last addresses as they shall appear upon the register maintained as provided in the Master Indenture.

SUNSET MANOR, INC., as Obligated Group
Agent

By: _____
Name:
Its: Chief Executive Officer

Schedule I

MEMBERS OF THE OBLIGATED GROUP

Name

Address for Notices

Sunset Manor, Inc.

c/o Sunset Manor, Inc.
725 Baldwin Street
Jenison, Michigan 49428
Attn: Chief Financial Officer