

March 30, 2022

Via email - dph.don@state.ma.us

Ms. Lara Szent-Gyorgyi, Director Determination of Need Program Department of Public Health 250 Washington Street, 5th Floor Boston, MA 02108

RE: Determination of Need Application – Royal Norwell Nursing & Rehabilitation Center **Application No. 22031611-CL**

Dear Ms. Szent-Gyorgyi,

Pursuant to 105 CMR 100.000 ("Regulations"), on behalf of Royal Health Group, LLC ("Applicant"), we are submitting the related documents to accompany Determination of Need Application No. 22031611-CL. The Applicant requests approval to complete renovations at 329 Washington Street, Norwell MA 02061.

Royal Norwell Nursing & Rehabilitation Center is an 86-bed licensed skilled nursing and rehabilitation center located in Norwell, Massachusetts. Royal Norwell, which has been operated and managed by the Royal Health Group since 2013, specializes in short-term rehabilitation and long-term care. Additionally, it has a sub-acute unit and provides hospice and respite care.

The facility was originally constructed in 1970 with 74 licensed Level II and Level III beds. 12 additional Level II beds were added in 1994 since then making a total of 86 licensed Level II and Level III beds. The building is 1 story, contains a total of 27,701 gross square footage, and is a Type I non-combustible construction type. The building is 50 years old and needs considerable upgrades as many of the components are well beyond their useful life.

To comply with the De-Densification Requirements effective April 30, 2022, the Applicant proposes to relocate 8 licensed beds in triple-bedded rooms by constructing an 8 bed, 2,527 square foot addition off the East Wing. All of the beds in the addition would be private rooms as are all existing beds in the East Wing. In addition to this change, the proposed Determination of Need application would also include key renovations and upgrades to the existing facility structure and systems to restore and sustain the facility. The upgrades will provide an enhanced environment for residents and caregivers.

We believe that the Applicant has met the requirements of the "sustain and restore" sections (105 CMR: 100.100) of the Department's determination of need regulations. It is our understanding that the proposed work complies with the Department's definition of a conservation project.

We will be submitting the application and all necessary attachments with this letter of intent. We have also met the public notice requirements as specified in the regulations. A copy of the check for the filing fee is attached to the application.

Royal and the Applicant want to confirm several important matters in this submission to your office:

- First, the objective of the Plan is to address key regulatory requirements, to enhance the facility and services for residents and staff, and to foster financial sustainability in future operations
- Second, separately the Applicant is submitting Attestation and Waiver Request documentation concurrently to appropriate State Agencies, which confirm the good faith intent to comply with the
- ▶ DPH new licensure rules related to 3 and 4 bed rooms. Note that in the Attestation, there is specific citation of the submittal of this timely DON application.
- > Third, the plan is predicated on the intent to continue current facility operations, services, and employment. The project involving new construction will not cause undue hardship or major displacement and will be phased to assure continuity.
- Fourth, this is a renovation/construction project involving an existing facility and currently licensed beds.
- Fifth, the project will address the 3 and 4 bed requirement, Life Safety Code upgrades, and it will enhance quality, environment, and infection protection features.
- Sixth, the Applicant wants to highlight that this proposed project is intended to assure continuation and continuity of the existing facility and its services. This is a renovation and enhancement project at the existing licensed and approved site. The project does not add new SNF beds to the LTC system. It assures sustained and enhanced operation of existing services. The number of beds, the required parking, environmental and zoning elements are reflective of the plan to continue what is in place and make it stronger in a cost-effective way. The plan is also designed to control project cost, mitigate hardship to residents and staff, and to avoid significant bed reduction during construction and renovation.
- > Seventh, the application points to the material improvement in future financial performance following the project. The Applicant acknowledges DoN's policy relating to obtaining the opinion of financial feasibility by an independent, qualified CPA, and will address and comply with this as needed.

Thank you for your consideration of this request. Please contact Karen Koprowski, Regulatory Advisor, should you have any questions or need further information. Her contact information is as follows: (774-239-5885) kkoprowski@strategiccares.com

Sincerely,

James Mamary, Sr. Royal Health Group

Enclosures

Cc: Elizabeth Chen, Executive Office of Elder Affairs

Stephen Davis, DPH Healthcare Licensure and Certification Suzanne Barry, Center for Health Information and Analysis

Kate Mills, Health Policy Commission

Whitney Moyer, MassHealth Office of Long-Term Services and Supports

Attorney General's Office



Vendor

Commonwealth of Massachusetts

Vendor ID

Commonwealth of

Date 03/16/2022

Check Number 017093

Mamary Funding, LLC

Invoice Number

Date

Voucher Number Description

Paid Amount

Mamary Funding, LLC 42 Winter Street Unit 1 Pembroke, MA 02359 M&T Bank 327 Great Oaks Blvd Albany, NY 12203-5971 10-4/220

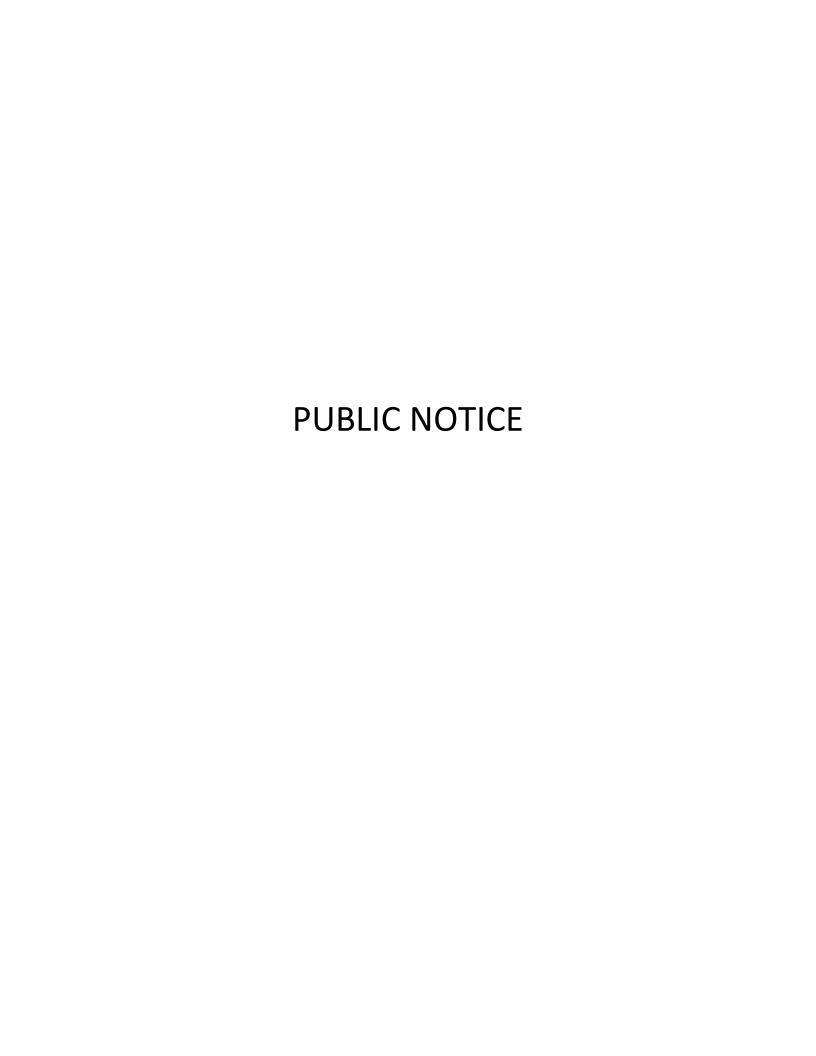
Mar 16, 2022 017093 DATE CHECK NO.

Pay Seven Thousand One Hundred Fifty Nine Dollars And 07 Cents

to the Order of:

Commonwealth of Massachusetts 1 Ashburton Place Boston, MA 02108







he Brockton boys' basketball team celebrates its 59-58 victory over Lexington in Division 1.

MIAA BASKETBALL ROUNDUP

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The Boston Globe

Brockton boys extend run

The Brockton boys' basket-ball team is peaking at the right

After starting the season 1-5, the Boxers won seven of their the Boxers won seven of their last nine games to qualify for the Division 1 statewide tourna-ment, and kept the run going Thursday night by scoring a nar-row 59-58 win at seventh-seeded Lexington in a first-round showdown.
"We had a gauntlet of a sea-

son," Brockton second-year coach Manny DeBarros said. "We had a few bumps in the

"We had a few bumps in the road early, with COVID, and really, with a tough schedule. But I'm thankful for that schedule because there's nothing these guys haven't seen now. Once we started to put one or two wins together, that belief started, and that's everything for an athlete."

Brockton (13-9) awaits the winner of Friday's matchup between Needham and Methuen in

tween Needham and Methuen in the Round of 16 (TBA). The visiting Boxers took a 27-21 lead into halftime by domi-nating the glass and holding Middlesex League MVP C.J. Cox to 4 points over the first two

Late in the third quarter, Cox (19 points) started to get going and senior captain Kailen Larkin (16 points) gave the Minutemen (17-3) their first lead since the

opening minutes at 37-36.

The teams traded blows and the lead changed hands eight times over the next six minutes but the No. 26 Boxers were able to pull ahead thanks to big buckets from sophomores Cam Mon-

ets from sophomores Cam Mon-teiro (18 points) and Nathan Ra-teau (9 points).

Junior Dominick Hopkins (6 points, 7 rebounds) and senior Niko Lutz (14 points, 13 re-bounds) were immense on the glass, as Brockton earned a 37-17 rehounds und sedemates over 17 rebounding advantage over 32 minutes.

"Between Dominick Hopkins "Between Dominck Hopkins and Niko Lutz, they controlled the ball," said DeBarros. "Hopkins was our unsung hero tonight, him and Nate [Rateau], who is only a sophomore, they did a fantastic job of playing big and not worrying about the lights." A floater from Monteiro gave

Brockton a 59-53 lead with a Brockton a 59-53 lead with a minute to play, then Larkin responded with a banked 3-pointer and Cox eventually scored with 5.8 seconds remaining to make it a 1-point game. After Dajon Burton (12 points) missed a pair of free throws, Cox got one last look from just over halfcourt, but it fell short as time expired.

"The biggest thing is trusting each other," said DeBarros. "To-day, what we really did a good job of is not getting on an emo-

tional rollercoaster."
"All we've been talking to
these guys about is believing in
each other. That and playing for the city of Brockton. I tell them Hey you play for the name on the front of the jersey. Because I'm Brockton-bred. I bleed red and black. So I would want for nothing more for these guys to continue to win, and to play for the city of Brockton."

Division 3 State

Swampscott 73, Pittsfield

51 — Evan Roth (20 points, 7 rebounds, 5 assists, 4 steals) led the Big Blue (15-4) to a first-pound win against the Generals. 'Hey you play for the name or

round win against the Generals

Division 3 State
North Reading 61, Pittsfield
49 — Faith Newton scored 28
points to lead the Hornets
(12-9), who traveled 145 miles for a first-round victory.

Old Rochester 50, Quabbin 23 — Logan Fernandes scored 23 — Logan Fernandes scored
16 points and Maddie Wright
added 12 points as the ninthseeded Bulldogs (19-2) earned a
first-round win at home.

Division 4 State

Malden Catholic 66, Pope

Francis 40 — Senior classmates

Francis 40 — Senior classmates Kayla Jackson (10 points, 12 rebounds), Lily Mineo (11 points, 15 rebounds), and Kylia Reyno-so (16 points, 7 assists) pro-pelled the No. 6 Lancers (20-2) to a first-round victory. MIAA HOCKEY ROUNDUP

BC High boys top Milton

By Jim Clark
GLOBE CORRESPONDENT
FOR BC High coach John Flaherty, a Milton resident, Thursday night's Division 1 first-round game against his hometown team at UMass Boston's Clark Athletic Center was "bittersweet."

against fin homeown team at c. Uniass bostom. Clark Athletic Center was "bittersweet."
But when push came to shove, he was happy he had Dorchester's Jackie Murphy and Weymouth's James Marshall on his side. Marshall scored a pair of first-period goals and Murphy tapped home the game-winner with 4:48 to play to give the No. 13 Eagles a 3-2 victory over No. 20 Million.
"I'm happy we won, I'm happy of our effort," Flaherty said. "But I'm proud to be from Milton, based on that team and their performance."
As the minutes ticked down in regulation, Murphy camped in front of Milton goalie Ryan Dexter and batted home a feed from senior Brendan Burke, sealing the win for the Eagles (8-12-1) and a trip to the Round of 16 against either No. 4 Catholic Memorial or No. 29 Arlington Catholic.
"Ryan Dexter was stopping everything we threw at him," Flaherty said. "We knew it was going to take something, a bang-bang play in front of

ing to take something, a bang-bang play in front of the net. And Jackie Murphy does what he does

the net. And Jackie Murphy does what he does best, drives the cage and gets into that area."

In a bit of a ceremonial nod to his hometown, Flaherty started an all-Milton first line featuring his son Ryan, a junior captain, centering sophomore Owen Welch and senior Ricky Robinson.

But it was the visiting Wildcats who got on the board first as junior Owen McHugh curled into the left circle and flipped a backhander that seemed to have caught both the Eagle's defense and goalie Jack Burke off guard, slowly sliding into a vacant right side of the net hus 3.45 into the earn

Jack Burke off guard, slowly sliding into a vacant right side of the net just 3-x6 into the game.

That is when Marshall, reunited on the top line with Flaherty and senior captain Aidan McDonnell after the opening minutes, briefly took over the game. The sophomore skated into the zone and put a little fake on a defender before wristing a shot past Dexter at 10:38.

Just 2:39 later, Marshall was at it again, this time circline the zone with the puck and down the

time circling the zone with the puck and down the right side of the slot before flipping a backhander "He was possessed today. Marshall brought his game today," Flaherty said. over Dexter's blocker and into the top left corner

Just when it looked as if the Eagles would get into the locker room with the lead, Milton struck again as senior defenseman Joe Pender blasted one home from the left hash mark with just 21 seconds

left in the period.

Division 1 State Winchester 2, Central Catholic 1 - No. 16 Win-

chester scored twice in the first period and rode a 25-save performance from sophomore Max Lo-wenberg to slip by No. 17 Central Catholic in a first-round game at O'Brien Arena. Winchester (11-8-3) will faced top seed St. John's Prep in the



John Carew (2) clears the puck out of the

crease during Milton's 3-2 loss to BC High. round of 16 Central finishes 10-0-4

round of 16. Central missies 10-9-4.

"Just a great high school hockey game," Winchester coach Gino Khachadourian said. "The first or second period Max made a couple glove saves from the slot, had a big save at the end, he's definitely come along and his confidence is through

Shane Napolitano put Winchester up, 1-0, with

Shane Napolitano put Winchester up, 1-0, with 8:55 left in the first and a power-play goal from Max Tong made it 2-0. CC got on the board with 7:39 in the second on a goal from Andrew Duval. Division 2 State

North Attleborough 3, Newton South 1 — Mark Ayvazyan collected a pass off glass from senior forward Nick Longs and scored the go-ahead goal with a forehand-to-backhand move with 1:18 left, lifting No. 25 North Attleborough (1:0.10.1) to the lifting No. 25 North Attleborough (10-10-1) to the first-round win at John A. Ryan Skating Arena in hrst-round win at John A. Kyan Skating Arena in Watertown. An empty netter from senior captain Nikolas Kojoian locked up the win over the No. 8 Lions (12-7-2).

Division 4 State

Assabet 6, Saugus 5 — Nolan Tomczyk shot the game-winning goal for the No. 9-seeded Aztecs (13-5) to secure their double overtime win. Tomczyk bod ob tried.

the roof right now."

zyk had a hat trick.

Girls

Division 1 State

Division 1 State
Stoneham/Wilmington 2, Methuen/Tewksbury 1

— Lily MacKenzie scored both goals for Stoneham/
Wilmington (9-11-1) at Methuen High School.
Division 2 State
Braintree 2, Hanover 1 — Emma Walsh and Savannah Littlewood tallied the goals for second-seeded
Braintree (15-5-1) at Zapustas Rink in Randolph.
Barnstable 3, Woburn 0 — Codi Pickering, an eighth-grader, made 20 saves to power 21st-seeded Barnstable past No. 12 Woburn in a first-round matchup.

AJ Traub reported from Watertown.

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NOTICE TO BIDDERS

http://bc.mbta.com/business_center/

On behalf of the MBTA, thank you for your t in responding to this Notice to Bidders Massachusetts Bay Transportation Authorit

MMONWEALTH OF MASSACHUSET LAND COURT DEPARTMENT OF THE TRIAL COURT DOCKET NO. 22 SM 000542 ORDER OF NOTICE

and to all persons entitled to the benefit of the Serv members Civil Relief Act. 50 U.S.C. C. 50 \$3901 (et seg):

AJX Mortgage Trust II, a Delaware Trust, Wilmington Sa

Witness, GORDON H. PIPER Chief Justice of this Court on 2/28/2022.

Steve Poftak MBTA General Manage



or by e-mail to: leasepropsubmmittal.DCAMM@mass.go

Proposals must be submitted by the deadline of March 24, 2022, at 2:00 p.m. Proposals will be opened at that time. The RFP can be downloaded from www.mass.gow/ser vici details/leasing-property-to-the-commonwealth Under R quests for Proposals (RFP to Lease Space, click on "COMBUYS" and then click on "Find II". You may also enter a copy of the RFP referencing Project Number 202200000.

sion of Capital Asset Management and Mainte Office of Leasing and State Office Planning One Ashburton Place 15th Floor, Room 1500 Boston, Massachusetts 02108

or by e-mail to: leasepropsubmittal.DCAMM@mass.go

Proposals must be submitted by the deadline of March 15, 2022, at 2:00 p.m. Proposals will be opened at that time.

The RFP can be downloaded from www.mass. vice-details/leasing-propery-to-the-commonwealth der Requests for Proposals (RFP) to Lease Space, c "COMMBUSS" and then click on "Find it". You m.

PUBLIC ANNOUNCEMENT CONCERNING A PROPOSED HEALTHCARE PROJECT Royal Norwell Nursing & Rehabilitation Center

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WANTED TO LEASE COURTROOMS, CLIENT SERVICE, OFFICE, AND RECORDS STORAGE SPACE IN FRAMINGHAM

or by e-mail to: submital DCAMM@mass.gov

Proposals must be submitted by the deadline of March 29, 2022, at 2:00 p.m. Proposals will be opened at that time.

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WESTBORQUGH, WEST BOYLSTON, OR WORCESTER

on of Capital Asset Management and Maint Office of Leasing and State Office Planning One Ashburton Place 15th Floor, Room 1500 Boston, Massachusetts 02108

or by e-mail to: leasepropsubmittal DCAMM@mass.gov

Proposals must be submitted by the deadline of March 24, 2022, at 2:00 p.m. Proposals will be opened at that time.

The RFP can be downloaded from www.mass.gov/service-details/leasing-property-to-the-commonwealth Under Requests for Proposals (RFP) to Lease Space, click on "COMMBUYS" and then click on "Find it". You may

PUBLIC HEARING NOTICE

ALL MEETING START AT 7:30PM BOARD OF LICENSCE COMMISSIONERS Kathleen M. McCarthy Chair

nance invites proposals to lease approximable square feet of Courtrooms, client ser records storage space in the above-referen for a term of 5 years or 7 years.

Proposals must be submitted to:

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TOWN OF WESTWOOD LEGAL NOTICE OF PUBLIC HEARING WESTWOOD BOARD OF APPEALS

t to Chapter 40A, §9, the Board of Appeals will hold hearing on Wednesday, March 16, 2022, at 7:00 public hearing will be a remote meeting through to to the COVID-19 state of emergency and in com-

ease click the link below to join the webinar: //us02web.zoom.us/i/84560159201?p.wd=VWVRK2 cnl6cFRHZmQ202hFZz09

Passcode: 554100 one: 877 853 5257 (Toll Free) or 888 475 4499 Webinar ID: 845 6015 9201

55 Webster Street

Any zoning relief that may be required in adherence to the Westwood Zoning Bylaw shall be considered by the Board.

The application is available for inspection during stated business hours at the office of the Board of Appeals and on the Zoning Board's webpage under "Current Application Links" at

interested persons are encouraged to attend the public hearing and make their views known to the Board of Appeals.

PUBLIC ANNOUNCEMENT CONCERNING A PROPOSED HEALTHCARE PROJECT Royal Falmouth Nursing & Rehabilitation Center

semi-private fooms on the seconal patient moon. The Applicant does not articipate any price or service important of the patient of the application. The estimated capital opportunities for this project will be \$4.001.290 (March 2022 dollars), any nection with the application no later than April 30, 2020 or 30 days from the filing date, whichever is later by converse the second of the second

Today's

Pursuant to General Law Chapter 138, S15A or Chapter 140, S6, notice is hereby given that the Newton Licensing Board will hold a public hearing via Zoom Meeting at 7:30PM on Tuesday, March 15, 2022.

Amending existing license to include 20 outdoor seats Monday-Sunday 5pm Main entrance/exit at 136 Adams Street. Optional entranc-es/exits located in back parking lot. Seating is located on sidewalk on Adams Street.

Information regarding this application may be obt by contacting. Newton Board of License Commission Severon City 141, 1500 Commonwealth Avenue, Ne Severon City 141, 1500 Commonwealth Avenue, Ne meeting on Tuesday, March 15, 2022 at 7,30PM, please 200m Meeting. https://sol.pup.com/usivs/ab666505 200m Meeting. https://sol.pup.com/usivs/ab666505 License 150 Commonwealth (2005) 2011 License 150 Commonwealth (2005) 2011 License 150 Commonwealth (2005) 2011 Passcodie: 575489

One tap mobile +16465588656,,86086505372# US (New York) ALL MEETING START AT 7:30PM BOARD OF LICENSCE COMMISSIONERS Kathleen M. McCarthy, Chair Dina e. Conlin Anil Adyanthaya

Roche Inc., DBA Olivia's Bistro 136 Adams Street 617-916-0979

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The Patriot Ledger, a newspaper printed and published in the city of Quincy, and of general circulation in the County of Norfolk, State of Massachusetts, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

03/10/2022

and that the fees charged are legal.

Sworn to and subscribed before on 03/10/2022

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PROPOSED HEALTHCARE PROJECT
Royal Norwell Nursing & Rehabilitation Center
Royal Norwell Nursing & Rehabilitation Center
Royal Norwell Nursing & Rehabilitation Center, located at 329 Washington Street, Norwell, Massachusetts, intends to file an application with the Department of Public Health to make changes to the existing facility. The Applicant plans to construct an eight (8) bed 2,527 gross square foot addition off the east wing of the existing facility. The addition would allow the facility to relocate eight (8) beds currently in the facility's three (3) bedded rooms to comply with the state's dedensification requirements. Those requirements would prohibit nursing facilities from having residents in three and four-bedded rooms. The application would also include renovations and upgrades to the existing structure. The proposed area to be renovated is 2,770 gross square feet.

The Applicant does not anticipate any price or service impacts on the Applicant's existing patient panel as a result of the application. The estimated capital expenditures for this project is \$3,579,537 (March 2022 dollars) Any ten taxpayers of the Commonwealth may register in connection with the application no later than April 30, 2022, or 30 days from the filling date, whichever is later, by contacting the Department of Public Health Determination of Need Program, Attention Program Director, 250 Washington Street, 6th Floor, Boston, MA 02108. The application may be inspected at such address.

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PUBLIC ANNOUNCEMENT CONCERNING A PROPOSED HEALTHCARE PROJECT Royal Norwell Nursing & Rehabilitation Center Royal Norwell Nursing & Rehabilitation Center, located at 329 Washington Street, Norwell, Massachusetts, intends to file an application with the Department of Public Health to make changes to the existing facility. The Applicant plans to construct an eight (8) bed 2,527 gross square foot addition off the east wing of the existing facility. The addition would allow the facility to relocate eight (8) beds currently in the facility's three (3) bedded rooms to comply with the state's de-densification requirements. Those requirements would prohibit nursing facilities from having residents in three and four-bedded rooms. The application would also include renovations and upgrades to the existing structure. The proposed area to be renovated is 2,770 gross square feet. The Applicant does not anticipate any price or service im- pacts on the Applicant's existing patient pan

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Notice Publish Date: Thursday, March 10, 2022

Notice Content

329 WASHINGTON ST LEGAL NOTICE PUBLIC ANNOUNCEMENT CONCERNING A PROPOSED HEALTHCARE PROJECT Royal Norwell Nursing & Rehabilitation Center Royal Norwell Nursing & Rehabilitation Center, located at 329 Washington Street, Norwell, Massachusetts, intends to file an application with the Department of Public Health to make changes to the existing facility. The Applicant plans to construct an eight (8) bed 2,527 gross square foot addition off the east wing of the existing facility. The addition would allow the facility to relocate eight (8) beds currently in the facility's three (3) bedded rooms to comply with the state's de-densification requirements. Those requirements would prohibit nursing facilities from having residents in three and four-bedded rooms. The application would also include renovations and upgrades to the existing structure. The proposed area to be renovated is 2,770 gross square feet. The Applicant does not anticipate any price or service impacts on the Applicant's existing patient panel as a result of the application. The estimated capital expenditures for this project is \$3,579,537 (March 2022 dollars) Any ten taxpayers of the Commonwealth may register in connection with the application no later than April 30, 2022, or 30 days from the filing date, whichever is later, by contacting the Department of Public Health Determination of Need Program, Attention Program Director, 250 Washington Street, 6th Floor, Boston, MA 02108. The application may be inspected at such address. AD#7008035 PL 03/10/2022

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MA SOC Filing Number: 201347395150 Date: 8/20/2013 1:17:00 PM



The Commonwealth of Massachusetts William Francis Galvin

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

e i					

Federal Employer Identification Number: 463457422 (must be 9 digits)

1. The exact name of the limited liability company is: $\underline{ROYAL\ NORWELL\ NURSING\ \&\ REHABILITATION\ CENTER,\ LLC$

2a. Location of its principal office:

No. and Street:

1080 WASHINGTON STREET

City or Town:

HANOVER

State: MA

Zip: 02339

Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street:

1080 WASHINGTON STREET

City or Town:

HANOVER

State: MA

Zip: 02339

Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

THE GENERAL CHARACTER OF BUSINESS IS TO OWN, PURCHASE, LEASE AND OPERATE A NURSING HOME AND TO ENGAGE IN ANY OTHER LAWFUL BUSINESS.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name:

JAMES S. MAMARY SR.

No. and Street:

1080 WASHINGTON STREET

City or Town:

HANOVER

State: MA

Zip: 02339

Country: USA

I, <u>JAMES S. MAMARY SR.</u> resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title

Individual Name

Address (no PO Box)

First, Middle, Last, Suffix

Address, City or Town, State, Zip Code

MANAGER

JAMES S. MAMARY SR.

1080 WASHINGTON STREET HANOVER, MA 02339 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title

Individual Name

Address (no PO Box)

First, Middle, Last, Suffix

Address, City or Town, State, Zip Code

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title

Individual Name

Address (no PO Box)
Address, City or Town, State, Zip Code

REAL PROPERTY

First, Middle, Last, Suffix JAMES S. MAMARY SR.

1080 WASHINGTON STREET HANOVER, MA 02339 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 20 Day of August, 2013, JAMES S. MAMARY SR.

(The certificate must be signed by the person forming the LLC.)

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THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

August 20, 2013 01:17 PM

WILLIAM FRANCIS GALVIN

Italian Train Baluis

Secretary of the Commonwealth

A TRUE COPY ATTEST

Option Translation

WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH

DATE 12 12 CLERK

ROYAL NORWELL NURSING & REHABILITATION CENTER, LLC OPERATING AGREEMENT

This Operating Agreement, dated as of the 8th day of November, 2013, is by James S. Mamary, Sr. of Hingham, Massachusetts ("Mamary"), individually referred to herein as a "Member".

WHEREAS, Royal Norwell Nursing & Rehabilitation Center, LLC (the "LLC") has been formed pursuant to the Massachusetts Limited Liability Company Act (the "Act") by the filing on August 20, 2013 of a Certificate of Organization in the office of the Secretary of State of The Commonwealth of Massachusetts;

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the parties hereto hereby agree as follows:

1. Management by Members.

- (a) The LLC shall be member-managed. The Member shall have the authority to (i) exercise all the powers and privileges granted by the Act or any other law or this operating agreement, together with any powers incidental thereto, so far as such powers are necessary or convenient to the conduct, promotion or attainment of the business, trade, purposes or activities of the LLC and (ii) to take any other action not prohibited under the Act or other applicable law.
- (b) All decisions of the Member respecting any matter set forth herein or otherwise affecting or arising out of the conduct of the business of the LLC shall be made by action of the holders of more than 50% in voting interest, based on percentage voting interests held as Members as set forth on Schedule A hereto ("Percentage Voting Interests"), unless pursuant to this Agreement, the Act or to other applicable law a greater number or percentage of Percentage Voting Interests or of all interests is required.

2. <u>Capital Contributions; Capital Accounts; and Liability of Members</u>

- (a) The Member has contributed in cash to the capital of the LLC the amount set forth opposite such Member's name on Schedule A hereto. Additional capital contributions may be made by any Member if agreed to by the Members and shall be reflected on Schedule A hereto.
- (b) Except as otherwise provided in this Section 2, no Member shall be obligated to contribute any additional capital to the LLC. No interest shall accrue on any contributions to the capital of the LLC, and no Member shall have the right to withdraw or to be repaid any capital contributed by him or to receive any other payment in respect of his interest in the LLC, including without limitation as a result of the withdrawal or resignation of such Member from the LLC, except as specifically provided in this Agreement.
- (c) A separate capital account shall be established for each Member, and shall be maintained in accordance with applicable regulations under the Internal Revenue Code of 1986, as amended ("the Code"). To the extent consistent with such regulations, there shall be credited

to each Member's capital account the amount of any contribution of capital made by such Member to the LLC, and such Member's share of the net profits of the LLC, and there shall be charged against each Member's capital account the amount of all distributions to such Member, and such Member's share of the net losses of the LLC.

- (d) The liability of the Members for the losses, debts and obligations of the LLC shall be limited to their capital contributions; provided, however, that under applicable law, the Members may under certain circumstances be liable to the LLC to the extent of Previous distributions made to them in the event that the LLC does not have sufficient assets to discharge its liabilities. No Member shall have any liability tot restore any negative balance in his or its Capital Account. In no event shall any Member be personally liable for any liabilities or obligations of the LLC.
- 3. <u>Return of Contributions</u>. The contribution of each Member is to be returned to such Member only upon the termination and liquidation or the LLC, but contributions may bee returned prior to such time if agreed upon by all Members.

4. Share of Profits and Other Items.

- (a) The net profits and losses of the LLC shall be allocated among the Members according to the percentage of total interests, both voting and non-voting (the "Percentage Total Interests") of each Member. Subject to the foregoing, distributions to the Members shall be made at such times and in such amounts as the Members shall determine.
- (b) Net profits and net losses shall, for both accounting and tax purposes, be net profits and net losses as determined for reporting on the LLC's federal partnership income tax return. For tax purposes, all items of depreciation, gain, loss, deduction or credit shall be determined in accordance with the Code and, except to the extent otherwise required by the Code, allocated to and among the Members in the same percentages in which the Members share in the net profits and net losses.
- 5. <u>Substitution and Assignment of a Member's Interest</u>. No Member may sell, assign, give, pledge, hypothecate, encumber or otherwise transfer, including, without limitation, any assignment or transfer by operation of law or by order of court, such Member's interest in the LLC or any part thereof, or all or any part of the assets of the LLC, without the unanimous written consent of all the Members, and any purported assignment without such consent shall be null and void and of no effect whatsoever.
- 6. <u>Admission of Additional Members</u>. Additional Members may be admitted to the LLC. The parties agree that it is their intention to issue membership interests in connection with the recruitment of executives and other employees. Such newly-issued membership interests may be either voting interests or non-voting interests, as the parties and the new member may agree.
- 7. <u>Priorities.</u> No Member shall have any rights or priority over any other Members as to contributions or as to distributions or compensation by way of income.

8. INTENTIONALLY OMITTED

- 9. <u>Continuation of the LLC</u>. The Members may discontinue the business of the LLC upon the occurrence of any event which constitutes an event of dissolution of an LLC under the Act by electing to do so within 90 days after the occurrence of any such event. Any such election shall be made by the Members by action of the holders of more than 50% in Percentage Voting Interests.
- 10. <u>Termination of Membership; Return of Capital</u>. No Member may terminate his or its membership in the LLC or have any right to distributions respecting his membership interest (upon withdrawal or resignation from the LLC or otherwise) except as expressly set forth herein. No Member shall have the right to demand or receive property other than cash in return for such Member's contribution.

Each party to this Agreement shall have the right, upon ninety days written notice to the others, to terminate their arrangements under this Agreement. At the time such notice to the other is given, the party giving such notice shall state a price at which he is willing to sell to the others (or, at the others' option, to the LLC itself) his interest in the LLC. If the other parties are willing to purchase (or to have the LLC purchase) the interest of the party giving notice at such price, they shall so notify the party giving notice within thirty days of receipt of such notice, and within ninety days thereafter (i.e., within one hundred twenty days of the giving of the original notice), shall effect such purchase. If the parties receiving the notice are unwilling to purchase the interest of the party giving notice at the offered price, the party giving the original notice shall have the right (but not the obligation) to purchase the interests of the other parties at such offered price, the closing for such purchase to be within said ninety-day and one hundred twenty-day periods. If there is no purchase of a party's interest under the preceding provisions, the parties shall thereafter work together for the liquidation of the LLC.

11. Books and Records; Bank Accounts.

- (a) The Members shall cause the LLC to keep just and true books of account with respect to the operations of the LLC. Such books shall be maintained at the principal place of business of the LLC, or at such other place as the Members shall determine, and all Members, and their duly authorized representatives, shall at all reasonable times have access to such books.
- (b) Such books shall be closed and balanced as of December 31 in each year. The same method of accounting shall be used for both LLC and accounting and tax purposes. The fiscal year of the LLC shall be the calendar year.
- (c) James S. Mamary, Sr. shall be the "tax matters partner" of the LLC for purposes of the Code.

12. <u>Indemnity; Other Business</u>.

- (a) Each Member shall be entitled to indemnity from the LLC for any liability incurred and/or for any act performed by him or it within the scope for the authority conferred by this Agreement, and/or for any act omitted to be performed, except for his or its gross negligence or willful misconduct, which indemnification shall include all reasonable expenses incurred, including reasonable legal and other professional fees and expenses.
- (b) The Members and any affiliates of any of them may engage in and possess interests in other business ventures and investment opportunities of every kind and description, independently or with others, including serving as managers and general partners of other limited liability companies and partnerships with purposes similar to those of the LLC, provided, however, that the Member's participation in such other ventures shall not materially interfere with their obligations to the business of the LLC. Neither the LLC nor any other Member shall have any rights in or to such ventures or opportunities or the income or profits therefrom.

13. <u>Miscellaneous</u>.

- (a) Subject to the restrictions on transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the Members and their respective successors, successors-in-title, heirs and assigns, and each and every successor-in-interest to any Member, which such successor acquires such interest by way of gift, purchase, foreclosure, or any other method, shall hold such interest subject to all of the terms and provisions of his Agreement. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of any member, or any creditor of the LLC other than a Member who is such a creditor of the LLC.
- (b) No change, modification or amendment of this Agreement shall be valid or binding unless such change, modification or amendment shall be in writing and duly executed by all of the Members.
- (c) This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.
- (d) This Agreement may be executed in a number of counterparts, all of which together shall for all purposes constitute on Agreement, binding on all the Members notwithstanding that all members have not signed the same counterpart.
- (e) This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

IN WITNESS WHEREOF, the Members have signed and sworn to this Agreement as of the date first above written.

MEMBERS:

James S. Mamary, Sr.

SCHEDULE A TO OPERATING AGREEMENT ROYAL NORWELL NURSING & REHABILITATION CENTER, LLC

Name and addresses	Capital	Voting		
<u>of members</u>	<u>Contributions</u>	<u>Units</u>		
James S. Mamary, Sr.	\$ 100	100		
93 Main Street				
Hingham, MA 02043				