BROOKHAVEN
AT LEXINGTON

Residence and Care Agreement

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SYMMES LIFE CARE, INC.
RESIDENCE AND CARE AGREEMENT

I. RECITALS

A. Parties

This Residence and Care Agreement (hereinafter, the "Agreement") is made between _____ (hereinafter "Resident") and Symmes Life Care, Inc. (hereinafter called the "Community"), a non-profit Massachusetts corporation which owns and operates a continuing care retirement community known as Brookhaven at Lexington, in Lexington, Massachusetts (hereinafter called "Brookhaven"). If two persons desiring to share a living unit at Brookhaven enter into this Agreement, the term "Resident" shall apply to them jointly and severally, and to the survivor.

B. Defined Terms

Article XI of this Agreement defines certain terms used in this Agreement.

C. Confidential Data Application

Resident has applied to the Community for a living unit at Brookhaven. A copy of Resident's Confidential Data Application is attached to this Agreement as Exhibit 1 and made a part of this Agreement. Knowing that the Community relies upon the statements Resident has made in the Confidential Data Application in entering into this Agreement with Resident, Resident warrants that all statements Resident has made in the Application are true, complete and not misleading.

D. Disclosure Statement

Resident hereby acknowledges that Resident has received and reviewed a copy of the Community's Disclosure Statement on or prior to the date Resident deposited funds with the Community in connection with Resident's application to become a resident of the Community. The Disclosure Statement is attached as Exhibit 2 and made a part of this Agreement.

E. Conditions for Acceptance for Residency

As conditions precedent to the execution of this Agreement, Resident is required to meet the following requirements to the satisfaction of the Community, subject to such exceptions as the CEO of the Community may approve in writing.

Health
Resident is required to have a complete physical examination by the Community's Medical Director or his/her designee at the time of application for admission to Brookhaven. On the date of the examination, Resident must be in an

acceptable state of health and able to perform activities of daily living without assistance in the living unit Resident has selected at Brookhaven, as determined by the Medical Director or his/her designee. The physical examination must be conducted within 70 days before Resident's Occupancy Date (as defined in Article II, below). Resident agrees to notify the Community immediately in writing if there is any material change in Resident's physical or mental health before Resident occupies living unit at Brookhaven.

Financial

Resident shall have furnished information to the Community with respect to Resident's financial resources demonstrating that Resident has the financial ability to pay the Entrance Fee, the Monthly Service Fee, extra meal charges, charges for additional services, and Resident's personal living expenses during the term of this Agreement. Resident agrees to notify the Community in writing if there is any material change in Resident's financial condition before Resident occupies living unit at Brookhaven.

Age

Resident must be at least 62 years of age on the Occupancy Date at Brookhaven. In the case of joint residency, both Residents must be at least 62 on the Occupancy Date.

Insurance

Resident shall have provided evidence to the Community that Resident has health insurance satisfactory to the Community, as required by this Agreement. Article V, Section D, describes the health insurance Resident must secure and maintain.

F. Consideration for Obligations of the Community

Unless specifically stated otherwise in this Agreement, Resident understands that all services are provided by the Community in consideration of Resident's timely payment of both the Entrance Fee and Monthly Service Fee.

G. Undertaking by Community

Through the operation of Brookhaven, the Community intends to provide comfortable surroundings at a reasonable cost so that Resident may reside at Brookhaven in peace and contentment to the extent that the Resident's health permits.

II. DATE OF OCCUPANCY

The Occupancy Date shall be the date which is seventy (70) days from the date of this Agreement or the date on which the Resident moves into the Living Unit, whichever shall first occur. On or before the Occupancy Date, the Resident shall pay the balance of the

Entrance Fee that is due to the Community. The Resident's obligation to pay the Monthly Service Fee shall begin on the Occupancy Date. From and after the Occupancy Date, Resident shall have the right to occupy the Living Unit and to receive the services described in this Agreement. The Resident shall be obligated to pay the Entrance Fee and the Monthly Service Fee in accordance with Article VII, Section A, 1 and 2.

III. FACILITIES PROVIDED BY THE COMMUNITY

A. Living Unit

1. Selected Unit

Resident has selected and the Community shall provide to Resident the living unit at Brookhaven described as #_____**(**the "Living Unit"). Beginning on the Occupancy Date, Resident shall have the exclusive right to occupy and use the Living Unit, subject to the terms and conditions of this Agreement.

2. Appliances

The Community shall provide a dishwasher, disposal, stove, microwave, refrigerator, and clothes washer/dryer in the Living Unit. These appliances are the property of the Community and shall be maintained by the Community. All other appliances shall be provided by Resident, subject to the condition that no appliance shall be permitted to interfere with the health, safety, and well-being of other Brookhaven residents or increase the cost of the Community's insurance premium. The Community shall determine in its sole discretion if particular appliances comply with this provision.

3. Fixtures and Furnishings

The Community will furnish floor coverings, window coverings and fixtures for the Living Unit. Requests to substitute other floor coverings, window coverings or fixtures shall be submitted in writing to the CEO for approval. Approved substitutions shall be at Resident's expense. Furthermore, any change to or replacement by Resident of the furnishings or fixtures provided by the Community shall vest title to the altered or replaced furnishings or fixtures in the Community unless otherwise agreed in writing by the Community. Requests for redecoration of the Living Unit, in addition to or other than that scheduled by the Community, shall be in writing and require the prior written approval of the CEO. Such redecoration will be at Resident's expense.

All other furnishings for the Living Unit must be provided by Resident, subject to the condition that no furnishings shall be permitted to interfere with the health, safety, and well-being of other Brookhaven residents or to increase the insurance premium for the Community. The Community

shall determine in its sole discretion if particular furnishings comply with this provision.

Notwithstanding any other provision in this Agreement, the Community may make alterations to Resident's Living Unit to meet the requirements of any applicable statute, law, or regulation of the federal, state, or municipal government.

4. Structural Changes

Resident shall not make any structural changes to the Living Unit (e.g. electrical, plumbing, removal of walls) without the prior written approval of the CEO. If approved, such changes shall be made at Resident's expense unless otherwise agreed in writing by the Community. Approval of such changes may be conditioned upon Resident's undertaking to bear the cost of a later restoration of the Living Unit to its original condition.

5. Emergency Call System

The Community shall equip and maintain an emergency call system in the Living Unit.

B. Common Areas

Resident may use, in common with others, the dining rooms, lobbies, auditorium, library, social and recreational facilities (indoor and outdoor) and other public rooms at Brookhaven.

C. Health Center

The Community owns and operates a skilled nursing facility (the "Health Center") located adjacent to the residential areas at Brookhaven. The Health Center is licensed by the Commonwealth of Massachusetts to provide nursing services to persons admitted as residents. (For a description of the Health Center services, see Article V, Section A, 1 of this Agreement.)

D. Assisted Care Unit

The Community operates an Assisted Care Unit adjacent to the residential areas at Brookhaven. The Assisted Care Unit provides care and services to residents transferred to this unit. (For a description of services provided by the Community to residents of the Assisted Care Unit, see Article V, Section A, 3 of this Agreement.)

E. Storage

Storage space separate from the Living Unit is available**.** While the Community shall attempt to protect property stored in such space, any loss or damage to stored property shall be borne by Resident.

F. Parking Facilities

Resident shall have access to outdoor parking at no additional charge. Any loss or damage to vehicle shall be borne by Resident.

IV. SERVICES PROVIDED BY THE COMMUNITY

The services described in Article IV are included in the Monthly Service Fee unless otherwise specified.

A. Resident Meals

1. Meal Service

The Community serves three meals a day. Payment of the Monthly Service Fee entitles Resident to receive one meal per day in the dining areas. Resident may elect to receive additional meals from the Community at an additional charge.

2. Meal Rate Schedule

The Community will publish a meal rate schedule. This schedule will be the basis for establishing the charge to Resident for meals not covered by the Monthly Service Fee, including guest meals. The Community reserves the right to change these rates from time to time. The Community will notify Resident in writing of any change in meal rates at least 60 days in advance of the effective date.

3. Tray Service

The Community will provide tray service to Resident in the Living Unit during minor, short-term illnesses when ordered by Resident Health Services. One meal per day will be covered by the Monthly Service Fee. Additional tray service meals will be charged to Resident based on the meal rate schedule.

4. Medically Indicated Diets

Medically indicated diets will be provided at no additional charge to Resident if approved by the Medical Director.

5. Meal Credit during Resident's Absence

Resident will receive a meal credit (reflecting the food cost savings to the Community) for a period of absence from Brookhaven of not less than two (2) consecutive weeks. To receive the meal credit, Resident must complete a notification of absence form. There is no meal credit for periods of absence from Brookhaven when Resident is receiving inpatient care in a hospital or nursing care facility, including the Health Center.

B. Guest Meals

The Community may provide meals for guests accompanying the Resident in Brookhaven's dining rooms. Guest meal charges based on the meal rate schedule will be billed to Resident on Resident's monthly statement.

C. Housekeeping Services

Resident is expected to maintain the Living Unit in a clean, sanitary, and orderly condition and to be responsible for all light housekeeping tasks in the Living Unit. Once a week, the Community will furnish general housekeeping services and will launder linens and towels at no additional charge. If Resident does not maintain the Living Unit in a safe and healthy manner, the Community, after written notice to Resident, will have the right to assume the responsibility for all necessary housekeeping services and to bill Resident a reasonable charge for such services.

D. Maintenance and Repair Service

Repairs, maintenance and replacement of property and equipment owned by the Community in the Living Unit which is deemed necessary by the Community due to normal wear and tear will be performed by the Community at no additional charge to Resident. Repairs, maintenance and replacement of Resident's personal property will be Resident's responsibility.

E. Grounds

The Community will furnish basic grounds keeping service at no additional charge to Resident. Resident may, with prior written approval from the CEO and at Resident's own expense, plant and maintain the area adjacent to the Living Unit. Title to such planting is vested in the Community unless otherwise agreed in writing by the Community.

F. Utilities

The Community will furnish water, trash disposal, electricity, heat, air conditioning and wiring for telephone, television and internet cable service at no additional charge to Resident.

While Resident's Living Unit will be wired for telephone, television and internet cable service when Resident moves in, Resident will be responsible for dealing

directly with the service providers regarding installation and monthly service charges and these services will be at Resident's own expense.

G. Local Transportation

The Community will provide scheduled transportation for Resident to certain local shopping centers, banks and other points of common interest on a scheduled basis at no additional charge.

H. Taxes

The Community makes an "in lieu of taxes" payment annually to the Town of Lexington.

V. HEALTH CARE SERVICES

A. Covered Services

The Community shall provide or arrange for the following health care services (hereinafter called "Covered Services") for Resident, should the need arise, when such services have been prescribed or approved by the Medical Director. The Community shall pay the costs of Covered Services only to the extent such costs are not covered or paid by Resident's insurance or third parties responsible for those costs, and the Community's obligation shall be secondary to the obligations of any insurer or responsible third party, as hereinafter provided. Covered Services are included in the Monthly Service Fee except as provided below.

1. Health Center Services

The Community will provide medically necessary and appropriate nursing and medical care to Resident as an inpatient at the Health Center. To receive services at the Health Center, Resident must meet the medical criteria for admission to the Health Center. Such care shall be provided in a semi-private room, unless a private room is medically necessary and available. Absent such medical necessity and subject to availability, Resident may elect to occupy a private room in the Health Center for an additional charge payable by the Resident.

Although the Community expects that Resident will be able to receive medically necessary nursing care at the Health Center, in the event that there is no space available at the Health Center at the time Resident requires nursing care services of the kind provided by the Health Center and the Resident meets the medical criteria for admission to the Health Center, the Community shall arrange for Resident to be cared for, temporarily, at a substantially equivalent facility selected by the Community. Resident shall be transferred back to the Health Center as soon as appropriate space becomes available. The Community shall be responsible for the cost of Resident's care at an alternate facility, with the

exception of those items which would not have been covered had Resident been residing at the Health Center.

Except in the case of an emergency, a decision to transfer Resident to the Health Center will be made by a committee including the Medical Director, a representative of Health Services and the CEO. The committee will consult with Resident (or Resident's representative) and Resident's personal physician. Upon a determination by the committee that a transfer to the Health Center is necessary or appropriate by reason of Resident's inability to maintain the living unit or the assisted care unit in a safe and healthy manner and live without endangering the health, safety or well-being of self or others (or, on a temporary basis, in an equivalent facility or in an alternative facility as provided in this Article V, Section C, 4**),** Resident agrees to be transferred to such facility for such care. If Resident disagrees with the transfer decision, Resident or Resident's representative will follow Brookhaven's transfer appeal procedure as outlined in its Transfer Policy. The decision resulting from the appeal procedure as to the necessity and appropriateness of such transfer shall be final and binding on all parties.

2. Assistance in Daily Living Program

When approved by the Medical Director as medically necessary and appropriate, the Community shall provide or arrange, at no additional charge to Resident, a program of assistance in daily living ("Assistance in Daily Living") services for up to one hour (1) per day to enable Resident to continue to occupy the Living Unit in a safe and healthy manner. The services may include nursing and home health aide services. (See also Article VI, Section B for a description of Supplemental Assistance in Daily Living Services which are not covered by the Monthly Service Fee and which Resident may arrange for at Resident's own expense.)

3. Assisted Care Unit

The Community will provide necessary and appropriate care to Resident if Resident is transferred to the Assisted Care Unit at Brookhaven. The Community may require Resident to transfer to a living space in such unit. Such care shall be provided in a private suite. The determination shall be made by a committee including the Medical Director, a representative of Health Services and the CEO. The committee will consult with Resident (or Resident's representative) and Resident's personal physician. Upon a determination by the committee that a transfer to the Assisted Care Unit is necessary or appropriate by reason of Resident's inability to maintain the Living Unit in a safe and healthy manner and live without endangering the health, safety or well-being of self or others; Resident agrees to be transferred to the Assisted Care Unit. If Resident disagrees with the transfer decision, Resident or Resident's representative will follow Brookhaven's transfer appeal procedure as outlined in its Transfer Policy.

The decision resulting from the appeal procedure as to the necessity and appropriateness of such transfer shall be final and binding on all parties.

4. Emergency Response Service

A trained responder shall be available to respond to emergency medical situations 24 hours a day.

5. Other Services

The Community will offer health education and wellness programs to its residents.

B. Physician Services

1. Medical Director or His/Her Designee

On a regularly scheduled basis, the Community shall make available to Resident the medical services of the Medical Director or his/her designee. The cost of such services shall be borne by Resident. These services are not Covered Services.

2. Personal Physician

Resident may, at Resident's own expense, engage the services of any physician of Resident's choice. At its option, however, the Community may require Resident to reimburse the Community for the Community's cost in caring for any complications resulting from services rendered by a Resident's personal physician. There will be physician exam space available by appointment at Brookhaven so that Resident's personal physician may consult with Resident on-site. The services of Resident's personal physician are not Covered Services. Resident shall require any physician engaged by Resident to supply to the Medical Director, at his/her request, current information regarding the Resident's health status, medications and medical treatment. Resident agrees to execute a HIPAA compliant authorization for release of health information to Medical Director or his or her designee.

C. Exclusions and Limitations

1. Pre-Existing Conditions

The Medical Director, or his/her designee, has evaluated the results of the medical examination required by Article 1, Section E and any information furnished by Resident or Resident's personal physician to the Community. If the Medical Director, or his/her designee, has determined that Resident has a pre-existing condition(s), the pre-existing condition(s) is (are) set forth in Addendum A to this Agreement. Except as otherwise provided in

this Section, for the purposes of this Agreement, only the conditions specified in Addendum A shall be deemed Resident's pre-existing condition(s). In preparing Addendum A, the Community has relied on information furnished to it by the Resident and Resident's representatives (including any private physician's report(s) and information obtained from family members). The Community has no obligation to independently verify such information or make any further inquiries with respect to Resident's health. If Resident or Resident's representatives have misrepresented or failed to disclose information relevant to the identification of a pre-existing condition which the Community would reasonably have identified as a pre-existing condition in the absence of such misrepresentation or omission, such condition shall also be considered a pre-existing condition under this Agreement.

For the purposes of this Agreement, a pre-existing condition is a disease, illness, sickness, injury or mental condition for which Resident has received medical diagnostic services, care, advice or treatment from a physician, or for which a prudent layperson would have sought diagnostic or treatment services, within the twenty-four (24) month period preceding the Occupancy Date. Should a pre-existing condition be, in whole or in part, a cause for Resident's permanent transfer to the Health Center (or to an alternate care facility if space is not available at the Health Center or if required in accordance with Section C, 4 below), Resident will be obligated to pay the Monthly Service Fee and the difference between the Monthly Service Fee and the then current semi-private room and board rate established by the community, for a total of 365 days. If Resident has been transferred to an alternate care facility in accordance with Section C, 4 below Resident will be obligated to pay the published charges of such alternate care facility.

2. Illness or Accident Away from Brookhaven

If Resident is involved in an accident or suffers an illness while away from Brookhaven, the Community shall have no responsibility to pay for Resident's medical care until Resident returns to Brookhaven. Upon Resident's return, the Community's responsibility for such care shall be governed by the terms of this Agreement.

3. Injuries Resulting from Motor Vehicle Accidents

The Community may pursue compensation for any costs of medical care related to injuries sustained while Resident is operating or is a passenger in a motor vehicle.

4. Mental Illness, Dangerous Diseases, and Drug and Alcohol Abuse

Brookhaven, including the Health Center and Assisted Care Unit, is not designed to care for persons who are afflicted with mental illness,

contagious or dangerous disease, or conditions related to drug or alcohol abuse. Should the Community determine that:

(i) Resident has a mental illness, contagious or dangerous disease or a condition related to drug or alcohol abuse; and
(ii) Resident's presence at Brookhaven, including the Health Center and the Assisted Care Unit, is likely to be dangerous or detrimental to the health, safety or well-being of Resident or others;

then the Community may transfer Resident to an appropriate facility selected by the Community. If Resident disagrees with transfer decision, Resident or Resident's representative will follow Brookhaven's transfer appeal procedure as outlined in its Transfer Policy. The decision resulting from the appeal procedure as to the necessity and appropriateness of such transfer shall be final and binding on all parties.

In the event of such a transfer, Resident shall continue to pay the Monthly Service Fee. The Community will bear the cost of Resident's care in such facility if the Resident requires services of the type that would otherwise be Covered Services under this Agreement, in an amount not to exceed the actual per patient daily cost of operating the Health Center. In the case of a transfer to an assisted care/living facility, the Community will bear the cost of Resident's care in such facility if the Resident requires services of the type that would otherwise be Covered Services under this Agreement, in an amount not to exceed the actual Monthly Service Fee paid by the Resident. Resident shall be responsible for the costs of care in such facility in excess of the amount payable by the Community.

If Resident or Resident's family or guardian prefers a facility other than the facility selected by the Community, the Community shall bear the cost as described in the previous paragraph, of Resident's care in such alternate facility if the Resident requires services of the type that would otherwise be Covered Services under this Agreement,:

(i) The Community determines that Resident's admission to such alternate facility will not impair Resident's ability to meet Resident's financial obligations to the Community; and
(ii) Resident continues to meet Resident's financial obligations to the Community while being cared for in such alternate facility.

If the Community determines that either of the foregoing conditions has not been met and so notifies Resident in writing, Resident shall then be transferred to a facility selected by the Community; or, if Resident refuses to be transferred, the Community shall have no further obligation to pay for Resident's care in the alternate facility.

Nothing contained in this Article V, Section C, 4 shall be construed to expand the categories of services that are Covered Services under this Agreement.

5. Specific Exclusions

Except as otherwise expressly provided in this Agreement, Resident shall be solely responsible for the cost of: physician services; inpatient and outpatient hospital services; sub-acute hospital care; laboratory and diagnostic services; prescription and non-prescription drugs; audiological tests and hearing aids; eye glasses and refractions; dentistry, dentures, dental inlays and oral surgery; orthopedic appliances and other durable medical equipment such as wheelchairs and walkers; physical, occupational, respiratory and speech therapy; podiatry; treatment for psychiatric disorders; treatment for alcohol or drug abuse; and renal dialysis. The omission of a particular health care service from the foregoing list of specific exclusions does not indicate that the service is a Covered Service. Covered Services are only those services specifically described as Covered Services in Article V, Section A.

D. Insurance

1. Health Insurance

Resident shall obtain and maintain in force at Resident's own expense the maximum coverage available to Resident under the Federal Social Security programs commonly known as Medicare Part A, Medicare Part B and Medicare Part D. Resident shall also be required to obtain and maintain maximum coverage under a Blue Cross/Blue Shield of Massachusetts Medicare Supplemental Insurance plan or an equivalent Medicare Supplemental Insurance plan approved in writing by the Community. If Resident fails to secure and maintain such insurance, the Community may terminate this Agreement in accordance with Article VIII, B, 1. If Resident fails to secure and maintain such insurance, Resident shall be responsible to pay for any Covered Services which would have been covered by such insurance had it been in effect as required by this Agreement. Resident shall notify the Community promptly if any insurance coverage required under this Section expires, terminates, or is replaced or if there is a material change in the coverage under any health insurance that Resident has in effect.

Resident hereby authorizes the Community to make on Resident's behalf any and all claims for insurance benefits for Covered Services and agrees to execute any and all documents necessary to enable the Community to prepare, submit, collect and enforce such claims; provided, however, that the Community shall have no obligation to submit claims on behalf of Resident unless requested to do so in writing by Resident. Any insurance

benefits received by Resident from any source with respect to Covered Services shall be paid by Resident to the Community as reimbursement for the value of Covered Services provided by the Community to Resident, up to the value of such Covered Services.

2. Automobile Insurance

If Resident owns or leases a motor vehicle, Resident shall obtain and maintain at Resident's own expense, insurance to cover medical and other costs resulting from automobile accidents causing injury to Resident or to others and/or property damage. If Resident does not own or lease a motor vehicle, but on occasion rents a vehicle, Resident must obtain adequate insurance to cover medical and other costs resulting from automobile accidents causing injury to Resident or to others and/or property damage through the rental agency.

3. Other Insurance

Resident shall maintain personal property and liability insurance against the risk of loss for damages to Resident's personal property and for injury to persons or property which may occur.

E. Right of Subrogation; Power of Attorney

In case of injury to Resident caused by any act or omission of another person, the Community shall be subrogated and succeed to the right of recovery of Resident against such person and/or his or her insurer, for the value of any and all Covered Services provided by the Community with respect to any condition arising from such injury. Resident shall pay to the Community any sums recovered by Resident by suit, settlement or otherwise from such person or his or her insurer up to the value of the Covered Services provided by the Community under this Agreement. The Community shall also be entitled to reimbursement for all expenses incurred by Community in obtaining such recovery, but only to the extent the amount recovered exceeds the value of Covered Services thus provided. Resident shall furnish such information and assistance and execute such instruments as the Community may require to facilitate the exercise of its rights of subrogation hereunder.

In case of injury to Resident caused by any act or omission of another person, Resident shall not unreasonably refrain from asserting and prosecuting any claim Resident may have against such person for compensation for such injury. If Resident declines to prosecute any such claim for compensation, at the written request of Community, Resident shall execute a power of attorney to the Community authorizing it to take any and all actions which the Community deems necessary or appropriate to assert and prosecute such claim on Resident's behalf. Resident shall furnish such information and assistance and execute such documents as

the Community may reasonably request in order to assert and prosecute such claim. In addition to the value of any and all Covered Services provided by Community to Resident with respect to any condition arising from such injury, the Community shall also be entitled to reimbursement for all expenses incurred by Community in obtaining such recovery, but only to the extent the amount recovered exceeds the value of Covered Services thus provided.

VI. SERVICES AVAILABLE AT AN ADDITIONAL CHARGE

A. Personal Facilities Services

At its option, the Community may arrange for services within Brookhaven to be provided by concessionaires and used by Resident at Resident's expense. The providers and type of services may change from time to time at the discretion of the Community.

The following are the additional services which as of the date of this agreement, the Community may make available to Resident for an additional charge.

Convenience Store
Branch Bank
Laundry and Dry Cleaning Service
Barber and Beauty Shop
Newspaper Delivery
Group Travel Trips
Classes, Art, Theater, Orchestra and Lecture Series
Guest Suite
Notary Services

B. Supplemental Assistance in Daily Living Services

1. Availability and Approvals

If Resident becomes in need of additional assistance with tasks of daily living ("Supplemental Assistance in Daily Living" services) such as bathing, dressing or personal caregiver services in excess of the one hour per day of such assistance provided by the Community as described in Article V, Section A, 2, the Community will assist the Resident in identifying an appropriate agency to be engaged by the Resident at the Resident's expense to provide such services. All arrangements must be approved in advance in writing by the CEO. The agency must agree to policies and procedures established by the Community.

The Community reserves the right to make determinations with regard to Resident's ability to continue to occupy the Living Unit in a safe and healthy manner. The Community may require that Resident obtain Supplemental Assistance in Daily Living services as a condition of

continuing to occupy the Living Unit if it determines that such services are necessary to assure the health, safety and well-being of Resident or others.

The Community may, in its sole discretion, decline to approve a proposed arrangement for Supplemental Assistance in Daily Living services if it determines that, for any reason, the arrangement is not consistent with the health, safety and well-being of Resident or others.

The Community may also require Resident to transfer to the Health Center or to the Assisted Care Unit in accordance with Article V, Sections A,1 and A,3.

2. Release from Liability

Resident agrees to release the Community from any claim for damages Resident may suffer as a result of the negligence or wrongful conduct of any provider of Supplemental Assistance in Daily Living services or provider of any other services engaged by Resident, or any failure by such providers to provide the services Resident has engaged them to provide. This release does not apply to Assistance in Daily Living services or other services provided to Resident by an employee of the Community.

3. Authorization of Periodic Medical Evaluations

As a condition for approving an arrangement for Supplemental Assistance in Daily Living services or other personal caregiver services, the Community may require that Resident receive periodic medical examinations by the Community's Medical Director or his/her designee to assess Resident's ability to continue to occupy the Living Unit in a safe and healthy manner. At Resident's election, the examinations may be performed by Resident's personal physician, provided that all information from the examination is supplied directly by Resident's personal physician to the Medical Director or to his/her designee. Upon request of the Community, Resident agrees to execute a HIPAA compliant authorization for release of health information to Medical Director or his or her designee.

VII. FINANCIAL CONDITIONS

A. Fees

For the right to reside at Brookhaven, and to receive from the Community the services that are described in this Agreement as available to Resident without additional charge, Resident shall pay to the Community an Entrance Fee and a Monthly Service Fee in accordance with the following provisions**:**

1. Entrance Fee

Resident shall pay the Community an Entrance Fee in the amount of **$_____** (herein called the "Entrance Fee") in accordance with the following schedule:

a. Ten percent (10%) of the Entrance Fee, less the amount of the Priority Wait List deposit, shall be paid by Resident to the Community upon execution of this Agreement. The receipt of such payment is hereby acknowledged by the Community.

b. The remaining ninety percent (90%) of the Entrance Fee shall be paid by Resident to the Community on the Occupancy Date.

2. Monthly Service Fee

a. Payment of Monthly Service Fee & Determination of Amount

Resident shall pay to the Community a monthly service fee in an amount determined by the Community based upon the style of the Living Unit and the number of persons who reside in the Living Unit (herein called the "Monthly Service Fee"). Resident's initial Monthly Service Fee for the Living Unit shall be **$_____**.

b. Right to Adjust Monthly Service Fee

From time to time, but not more than once each calendar year, the Community may adjust the Monthly Service Fee. The Community will endeavor to set the Monthly Service Fee at an amount consistent with operating the Community on a sound financial basis. No change in the Monthly Service Fee shall be effective upon less than sixty (60) days advance written notice to Resident.

c. Monthly Statement

On or about the first day of each calendar month, the Community will present to Resident a detailed monthly billing statement which will include:

(1) The Monthly Service Fee for the current month;

(2) Any meal credits to Resident;

(3) Additional charges to Resident for services rendered during the preceding month; and

(4) Any other amounts then due the Community under this Agreement.

The amount due from Resident to the Community as reflected in the monthly statement shall be due and payable by Resident upon receipt of the monthly statement. If Resident fails to pay the amount due within ten (10) days of receipt of the monthly statement, the Community shall have the right to terminate this Agreement in accordance with Article VIII, Section B, 1 of this Agreement. Fees not paid when due shall be subject to reasonable late charges.

d. Effect of Hospitalization or Transfer to Health Center or Assisted Care Unit

Resident shall be obligated to pay the Monthly Service Fee each month during the term of this Agreement (and thereafter if Resident shall fail to vacate the Living Unit, the Health Center or the Assisted Care Unit on or before the date this Agreement terminates, as hereinafter provided), even if Resident is transferred, on a temporary, long-term or permanent basis, to a hospital or nursing care facility, including the Health Center, to the Assisted Care Unit, or to any other facility. Upon such transfer, Resident shall continue to pay the Monthly Service Fee.

e. Proration of Fee

If the Occupancy Date is a date other than the first day of the month, or if the date this Agreement terminates is a date other than the last day of the month, the Monthly Service Fee due for the first or last month under this Agreement shall be adjusted pro rata.

B. Fee Adjustments for Altered Circumstances

1. Marriage or other Joint Living Arrangement

a. Marriage or other Joint Living Arrangement with a Resident

If Resident desires to live with another person who also resides at Brookhaven, the Resident and Resident's co-habitant shall continue to pay the single person Monthly Service Fee for each unit until such time as one unit is vacated and the keys to that unit are returned to the Community. Thereafter the Residents will jointly pay a new Monthly Service Fee equal to the double occupancy rate for the Living Unit Residents jointly occupy. There will be no refund of the Entrance Fee paid by Resident or by Resident's co-habitant at the time Resident marries or begins a joint living arrangement with another resident.

b. Marriage or Other Joint Living Arrangement with a Non-Resident

If Resident desires to live with another person who is not a resident of Brookhaven, provided he or she satisfies the requirements for acceptance as a resident of Brookhaven, the non-resident may become a resident of Brookhaven upon execution of a Residence and Care Agreement and payment of the applicable Entrance Fee. The Entrance Fee for such individual shall be an amount equal to the difference between the then current Entrance Fee for single occupancy and the then current Entrance Fee for double occupancy of the Living Unit that the non-resident will occupy with Resident.

If Resident desires to live with a non-resident who the Community determines does not meet the requirements for acceptance as a resident of Brookhaven, Resident may terminate this Agreement in accordance with the provisions of Article VIII, Section B, 2 and shall be entitled to a refund of a portion of the Entrance Fee in accordance with Article VIII, Section B, 4.

2. Financial Inability to Pay

a. Community's Policy

Without in any way limiting the Community's right to terminate this Agreement in accordance with Article VIII, Section B, 1, it is the Community's policy that if the sole reason for Resident's failure to pay the Monthly Service Fee or other amounts due to the Community shall be insufficient funds due to circumstances beyond Resident's control, the matter will be reviewed by the CEO with Resident or resident's designee.

If Resident presents to the Community facts which, in the CEO's opinion, justify special financial consideration, the Community may, at its option, partly or wholly subsidize Resident's Monthly Service Fee; provided, however, that such subsidy shall be granted and continued only on the condition that, in the CEO's opinion, such subsidy will not impair the ability of the Community to attain its objectives while operating on a sound financial basis.

All determinations made by the CEO to grant, continue or deny special financial consideration shall be final and binding upon Resident. Any such determination shall be treated as a confidential matter by the Community and Resident and shall not be disclosed except as required by financial institutions lending monies to the Community, by regulatory or other governmental bodies or otherwise by law.

b. Resident's Responsibility

Resident's acceptance as a resident at Brookhaven is based upon information Resident has furnished in Resident's Confidential Data Application. It shall be a condition of receiving a subsidy that Resident shall warrant and represent to the Community that Resident has not made any gift or transfer for less than fair market value of real or personal property or imprudent investment in contemplation of the execution of this Agreement or subsequent to the submission of the Confidential Data Application. Resident shall also, from time to time as requested by the Community, provide the Community with personal financial statements and copies of Resident's income, gift, estate and any other tax returns.

c. Recovery of Community Subsidy

Upon termination of this Agreement, the Community shall have the right to recover from Resident or Resident's estate, trust, assignee or successor in interest the aggregate amount of Monthly Service Fees and other amounts due from Resident to the Community that have been subsidized by the Community, together with interest on the amount of the subsidy at an annual rate equal to the prime rate published by "The Wall Street Journal"(or its successor) on the effective date of termination of this Agreement plus one percent (1%). Such amount may be deducted by the Community from the amount of any refund of the Entrance Fee that may be payable to Resident or to Resident's estate or trust under the terms of this Agreement.

d. Maintenance of Resources

Subsequent to executing this Agreement, Resident shall not make any gift or transfer for less than fair market value of real or personal property or any investment that may materially impair Resident's ability, or the ability of Resident's estate or trust, to satisfy Resident's financial obligations under this Agreement.

3. Change of Living Unit

a. Transfer to a Smaller Living Unit

If Resident should choose to move to a smaller living unit, Resident will be permitted to do so, subject to availability. Following the move, Resident will pay the Monthly Service Fee for the smaller unit. Resident will pay an additional Entrance Fee in an amount equal to the difference between the Entrance Fee Resident has previously paid and the current Entrance Fee for the new living unit. No refund of any portion of the Entrance Fee will

be made at that time. Resident agrees to bear the cost of such a move, including returning the vacated Living Unit to its original condition.

b. Transfer to a Same Size or Larger Living Unit

If Resident should choose to move to a living unit of the same size or to a larger living unit, Resident will be permitted to do so, subject to availability. Resident will pay an additional Entrance Fee in an amount equal to the difference between the Entrance Fee Resident has previously paid and the current Entrance Fee for the new living unit. Following the move, Resident will pay the Monthly Service Fee which is applicable to the new Living Unit. Resident agrees to bear the cost of such a move, including returning the vacated Living Unit to its original condition.

c. Transfer to a Hospital, Health Center, Assisted Care Unit or Alternative Care Facility

The Community may transfer Resident to the Health Center, to the Assisted Care Unit or to an alternative care facility in accordance with Article V, Section A, 1, and A, 3 and Section C, 4 and Resident may be admitted to a hospital upon the order of Resident's physician. If, after consultation with Resident (or, if Resident is not competent, Resident's representative), and Resident's physician, it is the opinion of the Medical Director that Resident requires permanent or long-term care in a hospital or at the Health Center or the Assisted Care Unit (or an alternative care facility), the CEO may require Resident to vacate Resident's Living Unit, or the Assisted Care Unit.

In such case, Resident shall make arrangements to remove Resident's personal belongings from the Living Unit within thirty (30) days or from a room at the Health Center within forty-eight (48) hours or from the Assisted Care Unit within fifteen (15) days after notification of such determination. Notwithstanding such permanent or long-term transfer, Resident shall continue to pay the then current Monthly Service Fee for the vacated Living Unit, and no refund of any portion of the Entrance Fee shall be made at the time of such transfer.

d. Transfer of One of Two Residents Sharing a Living Accommodation to a Hospital, Health Center, Assisted Care Unit or Alternative Care Facility

If two people occupy the Living Unit and one Resident is transferred to a hospital, the Health Center or to the Assisted Care Unit (or an alternative care facility) for long-term or permanent

residency, Resident shall continue to pay the then current Monthly Service Fee for the Living Unit based upon double occupancy and no refund of any portion of the Entrance Fee shall be made at the time of such transfer.

e. Termination of Shared Living Arrangement

If two Residents who share a Living Unit desire to separate, they may, by mutual agreement, choose between the following options:

(i) Retention of Same Living Unit

One occupant may leave Brookhaven and the other occupant may retain the Living Unit and pay the Monthly Service Fee for single occupancy. No refund of any portion of the Entrance Fee will be made at that time.

(ii) Transfer to Alternate Living Unit

One occupant may move to another living unit, subject to availability. Such occupant shall be required to pay an additional Entrance Fee in an amount equal to the then current Entrance Fee for the new living unit less the portion of the Entrance Fee previously paid for the original Living Unit for double versus single occupancy of that unit and shall pay the Monthly Service Fee for single occupancy of the new living unit. The other occupant may retain the original Living Unit and pay the Monthly Service Fee for single occupancy. No refund of any portion of the original Entrance Fee shall be made at that time.

VIII TERMINATION AND REFUNDS

A. Terminations on or before the Occupancy Date

1. Termination Due to Death, Illness or Financial Condition

If Resident dies (or in the case of a couple, both Residents die) on or before the Occupancy Date, then this Agreement shall automatically terminate.

Each Resident is required to have a physical examination by the Community's Medical Director seventy (70) days prior to the Resident's Occupancy Date. If Resident's physical or mental condition deteriorates (or if two people have executed this Agreement, the physical or mental

condition of either deteriorates) on or before the Occupancy Date to the extent that, after consultation with the Medical Director, the CEO determines that Resident (or one of Residents) will be incapable of living independently in the Living Unit on the Occupancy Date, then this Agreement may be terminated by the Community by written notice to Resident.

If Resident's financial condition changes prior to the Occupancy Date to the extent that, in the opinion of the CEO, Resident will be unable to meet Resident's financial obligations under this Agreement, then this Agreement may be terminated by the Community by written notice to Resident.

If the Community fails to make the Living Unit available for occupancy by Resident on the Occupancy Date, this Agreement shall be deemed automatically terminated as of the Occupancy Date unless Resident and the Community agree in writing to extend the Occupancy Date.

2. Termination by Resident

At any time on or before the Occupancy Date, this Agreement may be terminated by Resident without cause upon written notice to the Community.

Resident's failure to pay the balance of the Entrance Fee and begin paying the Monthly Service Fee on or before the Occupancy Date shall be deemed a termination of this Agreement by Resident under this Article VIII, Section A, 2 unless an extension of the Occupancy Date has been agreed to in writing by Resident and the Community.

3. Refunds Upon Termination on or before the Occupancy Date

Within one hundred-twenty (120) days after the termination of this Agreement under this Article VIII, Section A, the Community will refund to Resident or Resident's legal representative all amounts paid to the Community by Resident, less the service charge equal to one percent (1%) of the Entrance Fee. The non-refundable processing fee paid by Resident shall be credited against the amount of the service charge.

B. After the Occupancy Date

1. Termination by the Community

The Community reserves the right to terminate this Agreement at any time after the Occupancy Date for good cause, including but not limited to: a breach by Resident of Resident's obligations under this Agreement; failure by Resident to abide by the rules adopted by the Community; any material misrepresentation or omission by Resident in connection with Resident's

application for residency at Brookhaven; failure to disclose to Community any material change in Resident's physical or mental condition or in Resident's financial condition after the date of Resident's application for residency at Brookhaven and prior to the Occupancy Date; or in the Community's judgment, Resident's continued residence at Brookhaven is disruptive or threatening to the health, safety or well-being of Resident or others.

If there is good cause for termination, the Community may terminate this Agreement by written notice of termination to Resident specifying an effective date of termination not less than thirty (30) days nor more than one hundred-twenty (120) days after the date notice is given. On or before the effective date of termination, Resident shall move from Brookhaven and vacate the Living Unit or the Assisted Care Unit and return keys to the Community. If Resident fails to vacate the Living Unit or Assisted Care Unit by the effective date of termination, Resident shall remain obligated to pay the Monthly Service Fee to the Community after the effective date and until Resident has vacated the Living Unit or Assisted Care Unit and returned the keys to the unit to the Community. Resident or Resident's estate will also be responsible for the removal and storage of Resident's personal belongings in accordance with Article IX, Section C, below.

If this Agreement is terminated by the Community under this Article VIII, Section B, 1, Resident shall be entitled to receive a refund of a portion of the Entrance Fee in accordance with Article VIII, Section B, 4, below.

2. Termination by Resident

Resident has the right at any time after the Occupancy Date to terminate this Agreement by delivering to the Community a written notice of termination. The written notice need not cite any reason for the termination but shall specify an effective date of termination which shall be not less than sixty (60) days nor more than one hundred-twenty (120) days after the date notice is given.

On or before the effective date of termination, Resident shall move from Brookhaven and vacate his or her Living Unit, Assisted Care Unit or Health Center room. If Resident fails to vacate the Living Unit, the Assisted Care Unit or Health Center room by the effective date of termination, Resident shall remain obligated to pay the Monthly Service Fee to the Community after the effective date and until Resident has vacated the Living Unit, the Assisted Care Unit or the Health Center room and returned the keys to the unit to the Community. Resident or Resident's estate will also be responsible for the removal and storage of Resident's personal belongings in accordance with Article IX, Section C, below.

If this Agreement is terminated by Resident under this Article VIII, Section B, 2, Resident shall be entitled to receive a refund of a portion of the Entrance Fee in accordance with this Article VIII, Section B, 4, below.

3. Termination by Death

If Resident refers to one individual, this Agreement shall terminate automatically upon Resident's death. Resident's obligation to pay the Monthly Service Fee shall continue after the date of death and until Resident's personal property has been removed from the Living Unit or the Assisted Care Unit and the keys have been returned to the Community by Resident's family, or Resident's estate. Resident's family or Resident's estate will also be responsible for the removal and storage of Resident's personal belongings in accordance with Article IX, Section C, below.

If Resident refers to one individual this Agreement is terminated by Resident's death, Resident's estate shall be entitled to a refund of a portion of the Entrance Fee in accordance with Article VIII, Section B, 4, below.

If Resident refers to two persons who have entered into this Agreement as joint residents, upon the death of one Resident, this Agreement shall remain in effect as to the survivor and there shall be no refund of any portion of the Entrance Fee at that time. The surviving Resident shall thereafter pay an adjusted Monthly Service Fee based upon single occupancy of the Living Unit.

4. Refunds upon Termination after Occupancy Date

Upon termination of this Agreement under any of the provisions of this Article VIII, Section B, Resident (or Resident's estate) shall be entitled to a refund of a portion of the Entrance Fee as follows:

a. Termination Within the First Nine (9) Months of Occupancy

If termination occurs prior to the expiration of the first nine (9) months following the Occupancy Date, Resident shall be entitled to receive a refund of the Entrance Fee paid to the Community by Resident less one percent (1%) of the amount of the Entrance Fee per month of occupancy at Brookhaven. The refund shall be paid by the Community within one hundred-twenty (120) days of the effective date of termination.

b. Termination After the Ninth (9th) Month of Occupancy

If termination occurs upon or after the expiration of the first nine (9) months following the Occupancy Date, Resident shall receive a refund in an aggregate amount equal to the lesser of (1) ninety

percent (90%) of the Entrance Fee paid by Resident; or (2) ninety percent (90%) of the Entrance Fee paid by the resident who occupies the Living Unit after Resident. The refund shall be payable as follows:

(i) An amount equal to the Entrance Fee paid by the Resident or, if less, the Entrance Fee paid by the resident who occupies the Living Unit after the Resident, less one percent (1%) of such Entrance Fee per month of occupancy at Brookhaven shall be paid within one hundred and twenty (120) days of the effective date of termination; and

(ii) The balance of the refund, if any, shall be paid on the date which is thirty (30) days after the Community has executed a Residence and Care Agreement with a new resident(s) and such resident(s) has occupied the Living Unit, or on the date which is one hundred and twenty (120) days after the effective date of termination, whichever is later.

C. Release of the Community

Upon termination of this Agreement, as herein above provided, neither party shall have any further obligation hereunder except:

(1) Obligations occurring prior to the date of termination; and,

(2) Obligations, promises or covenants contained herein which are expressly made to extend beyond the term of this Agreement.

IX. RESIDENT'S RIGHTS AND OBLIGATIONS

A. Right of Privacy

Subject to the provisions of this Agreement, Resident shall have the exclusive right to occupy the Living Unit. The Community recognizes Resident's right to privacy and its responsibility to limit entrance to the Living Unit. The Resident recognizes and accepts the right of the Community to enter the Living Unit in order to carry out the purposes of this Agreement:

1. Performance of scheduled housekeeping duties;

2. Response to the emergency call system;

3. Response to the fire alert system;

4. Entrance if Resident is reported missing or has not responded to calls;

5. Scheduled or emergency maintenance; and

6. Showing the Living Unit to a prospective resident, but only during normal daytime hours and after notice of termination of this Agreement has been given or Resident has been required to vacate the Living Unit in accordance with the provisions of this Agreement.

B. Responsibility for Damages

The Community shall not be liable for any claims, damages, or expenses, including attorneys' fees and court costs, resulting from any injury or death to persons or any damage to property arising from the negligent or intentional act or omission of either Resident or Resident's guests, employees or agents, or by pets owned by or invited by the Resident.

Resident shall be solely responsible for any loss or damage to the real or personal property of the Community caused by the negligent or wrongful acts or omissions of either Resident or Resident's guests, employees, or agents, or by pets owned by or invited by the Resident, which will be charged to and paid for by Resident.

C. The Community's Responsibility for Protection of Resident's Property

1. Upon Resident's Death

In the case of Resident's death, the Community shall release all of Resident's property to the person(s) designated by Resident in writing to receive it, or if no such person(s) shall have been designated, then to Resident's executor or administrator, or if no executor or administrator qualifies within thirty (30) days of Resident's death, then to Resident's next of kin, as defined by Massachusetts Law. The Community will hold such property for not more than thirty (30) days following Resident's death at the risk of Resident's estate or of the persons entitled to receive the property. The Community will exercise ordinary care in safeguarding the property during that time. Resident hereby grants to the Community a limited power of attorney to hold and deliver Resident's property as provided herein, including the authority to store it away from the Community in a commercial warehouse at the Resident's expense.

2. Upon other Termination of the Agreement

If Resident is required to vacate the Living Unit (or a room in the Health Center or an Assisted Care Unit) in accordance with this Agreement and fails to remove Resident's personal property there from within thirty (30) days (or 48 hours if Resident was occupying a room at the Health Center or fifteen days (15) days if the Resident was occupying an Assisted Care Unit) of the date of the notice to vacate, the Community shall have the right to remove Resident's property and to store it at Brookhaven or in a

commercial warehouse at Resident's expense. After storing the property in a commercial warehouse and providing notice to Resident, the Community shall have no further responsibility for the property.

X. OTHER CONDITIONS

A. Power of Attorney and Guardianship

Resident will maintain a current durable power of attorney authorizing one or more named individuals to act for Resident and on Resident's behalf in all matters related to Resident's person and property and will provide a copy to the Community. The Community strongly encourages Resident to execute a Health Care Proxy designating one or more individuals to act for Resident in making decisions with respect to Resident's health care in the event Resident should become incapable of making such decisions, and requests that Resident provide a copy of Resident's Health Care Proxy to the Medical Director. The Community retains the right to institute proceedings for the appointment of a guardian and/or conservator if Resident becomes incompetent to care for him/herself or Resident's property. Resident will be responsible for the cost of these proceedings.

B. Delegation by CEO or Medical Director

Any authority or responsibility given by this Agreement to the CEO or Medical Director may be delegated by him or her to any one or more other members of the Community's staff.

C. Guest Policies

No one other than Resident shall have the right to occupy the living unit without the consent of the CEO, unless otherwise permitted pursuant to guest policies established by the Community. The intent of such policies shall be to permit stays of short duration by Resident's guests, where such stays will not, in the opinion of the CEO, adversely affect the operation of Brookhaven or the health, safety and well-being of Resident or others.

D. Resident's Obligation to the Community for Arrangements at Death

Resident agrees to provide the Community with the following information at the time of occupancy: name and address of funeral director (prior arrangements are encouraged); name and address of attorney and executor; persons to be notified of Resident's death and person designated to receive Resident's personal property following death.

E. Rules Adopted by the Community

The Community reserves the right to adopt policies, procedures and rules regarding residency at Brookhaven not inconsistent with the provisions of this

Agreement. Resident agrees to observe the rules and regulations adopted by the Community.

F. Non-Discrimination

The Community is operated to provide the facilities, programs and services described in this Agreement to individuals regardless of their race, color, sex, religion, creed, handicap, familial status or national origin, sexual orientation, ancestry, marital status, status as a veteran or member of the armed forces or, except as provided in Article I, Section E, age.

G. Sole Responsibility

All legal and financial obligations assumed by the Community in this Agreement are solely the responsibility of Symmes Life Care, Inc. All fees paid by the Resident to the Community, including the Entrance Fee, shall become the sole property of the Community, are deemed payment for residence and services, and are not held in trust for the benefit of the Resident nor held as reserves or security for the performance of the Community's obligations to the Resident.

H. Use of the Living Unit

Resident's Living Unit shall be used only for residential purposes and shall not be used for business or professional purposes, nor in any manner in violation of applicable zoning ordinances and other laws.

I. Interpretation

The terms of this Agreement and any disputes arising hereunder shall be governed by and interpreted in accordance with Massachusetts' law.

J. Entire Agreement

This Agreement, which includes each of the Recitals, Exhibits, Addenda and Schedules specified below, constitutes the entire Agreement between Resident and the Community. The Community is not liable for nor bound in any manner by, any statement, representation or promise made by any person representing or purporting to represent the Community unless set forth in this Agreement.

K. Notices

Notices shall be given in writing to the Community at the address of its Administrative Office given below and to Resident at the address given below until Resident enters Brookhaven, and thereafter at Resident's Brookhaven address. A change in address may be affected by written notice given by one party to the other in accordance with this section.

THE COMMUNITY: Symmes Life Care, Inc.
d/b/a BROOKHAVEN AT LEXINGTON
Attn: CEO
1010 Waltham Street, Suite 600
Lexington, MA 02421-8052

THE RESIDENT:

L. Non-Transferability

Resident's rights and privileges under this Agreement are personal to Resident and cannot be transferred or assigned by Resident's act, by any proceeding at law or in equity, or otherwise. Resident's right to occupy the Living Unit is not transferable by Resident to any other person. If any person, other than the person who has signed this Agreement, commences to live in Resident's Living Unit without following the procedures established by the Community, the Community shall have the right to terminate this Agreement.

M. No Oral Modifications

No amendment to this Agreement shall be valid unless in writing executed by the Community and Resident.

N. Joint and Several Liability

When two people have entered into this Agreement with the Community, the rights and obligations of each are joint and several except as expressly provided otherwise in this Agreement.

O. Severability

If any provision of this Agreement shall be deemed invalid or unenforceable, the balance of this Agreement shall remain in effect, and if any provision is deemed inapplicable to any person or circumstances, it shall nevertheless be construed to apply to all other persons and circumstances.

XI. DEFINITIONS

ASSISTED CARE UNIT	The Community operates an Assisted Care Unit adjacent to the residential area at Brookhaven.
BROOKHAVEN	The continuing care retirement community, including the Living Unit, the Health Center and the Assisted Care Unit, owned by the Community and located in Lexington, Massachusetts.
CEO	The chief executive officer of the Community as appointed by the Board of Trustees of Symmes Life Care, Inc.
COMMUNITY	Symmes Life Care, Inc., the corporation which owns the continuing care retirement Community known as Brookhaven and does business under the name Brookhaven at Lexington.
ENTRANCE FEE	The fee payable by Resident to the Community under Article VII, Section A, 1 of this Agreement, and any additional Entrance Fee paid by Resident hereunder.
HEALTH CENTER	The skilled nursing facility at Brookhaven owned and operated by the Community, as described in Article III, Section C.
LIVING UNIT	The residency unit at Brookhaven to be occupied or occupied by Resident as specified in Article III, Section A, and any residency unit Resident may agree to occupy after the date of this Agreement. In the case of a Resident who has been transferred to the Assisted Care Unit or the Health Center (or an alternative care facility), the term refers to the residency unit occupied by the Resident prior to such transfer. A suite in the Assisted Care Unit is not a Living Unit for purposes of this Agreement. A bed within the Health Center is not a Living Unit for the purposes of this agreement.
MEDICAL DIRECTOR	The physician appointed by the Community to exercise administrative oversight of Resident's medical care and supervision which the Community is obligated to provide under this Agreement.

MONTHLY SERVICE FEE	The fee payable by Resident to the Community each month during the term of this Agreement, as set forth in Article VII, Section A, 2, as adjusted from time to time.
OCCUPANCY DATE	The date which is seventy (70) days from the date of this Agreement or the date on which Resident moves into the Living Unit, whichever shall first occur. Or in the case of a Living Unit not yet built, the date which is seventy (70) days from the date the Resident is informed by Brookhaven that the unit is ready for occupancy.
RESIDENT	The individual or the two individuals who have entered into this Residence and Care Agreement with the Community.

By my (our) signature(s) below, I (we) acknowledge that I (we) have read the foregoing and understand that this agreement including the following Exhibits, Schedules and Contract Addendum/Addenda, constitutes the Residence and Care Agreement.

Exhibit 1	Confidential Data Application
Exhibit 2	Community Disclosure Statement

_____ _____ _____

Witness Resident Name Date

Address

_____ _____ _____

Witness Resident Name Date

Address

BROOKHAVEN AT LEXINGTON
1010 WALTHAM STREET, SUITE 600
LEXINGTON, MASSACHUSETTS 02421-8052

By: _____
CEO/President (or other authorized signature)

Date: _____

Exhibit 2

DISCLOSURE STATEMENT

This disclosure statement has been prepared by Symmes Life Care, Inc., hereinafter sometimes referred to as "PROVIDER" with respect to a continuing care retirement community known as Brookhaven located at 960-1010 Waltham Street, Lexington, Massachusetts 02421, and pursuant to Massachusetts General Laws, Chapter 93, Section 76.

1. Name and Business Address of Provider

   Symmes Life Care, Inc.
   d/b/a/ Brookhaven at Lexington
   1010 Waltham Street, Suite 600
   Lexington, MA 02421-8052

   Symmes Life Care, Inc. is a Massachusetts not-for-profit corporation, incorporated under the provisions of General Laws Chapter 180. This corporation owns and operates the continuing care retirement community known as “Brookhaven”.

2. Officers and Directors of Provider

   A list of the current officers and directors of the Provider is contained in Attachment 1 attached hereto. Each person listed in Attachment 1, with the exception of the CEO/President, serves as a volunteer without compensation in the capacity shown in Attachment 1.

3. Description of Business Experience of the Provider

   Symmes Life Care, Inc. was organized in December 1984, for the purpose of developing and operating a retirement community. The Board of Trustees of the Provider is composed of individuals who have extensive experience in areas such as finance, business, social services, hospital administration and programs serving the elderly in the Lexington area.

4. Statement of Affiliation and Tax-Exempt Status

   Symmes Life Care, Inc. is not affiliated with any other organization. The Internal Revenue Service has determined that the Corporation is exempt from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

5. Description of Physical Facilities

   Provider’s facility is located on 31 acres at 960-1010 Waltham Street, Lexington, Massachusetts. The facility is comprised of 290 resident apartments, a 50 suite assisted care unit and a 12 bed skilled nursing facility licensed by the Commonwealth of Massachusetts.

6. Financial Statements

Certified financial statements of the Provider for the most recent fiscal year (ending September 30) are contained in Attachment 2 attached hereto. If the Provider's fiscal year ended more than ninety days prior to the date this Disclosure Statement is delivered to a prospective resident, interim financial statements are contained in Attachment 3 attached hereto. A five year history of entrance fees and monthly service fees is included in attachment 4 attached hereto.

Attachments

Attachment 1	Trustees and Officers
Attachment 2	Certified Financial Statements
Attachment 3	Interim Financial Statement
Attachment 4	Five Year Rate Schedule

_____ _____

Resident Date

_____ _____

Resident Date

BROOKHAVEN
AT LEXINGTON

Confidential Data Application

When completing the Confidential Data Application, please keep in mind that we will require backup of the numbers included before the application can be processed. This information is required of every prospective resident. This information is strictly confidential and is only used for the financial screening process. Upon completion of the screening all original financial documents are returned. Brookhaven does not maintain a copy of this information. Below is a list of examples of backup that may be provided with the confidential data application:

Real Estate	Real estate tax bill
Savings, CD's, Money Markets	Bank statements or investment statements
Stocks, Bonds, Mutual Funds	Investment statements
Pensions & Annuities	Statement stating the annual amount paid and duration of the payment or balance. Information on whether or not the pension or annuity is continued for the spouse and if so, what percentage.
Trusts	Statement with balance and verification that the principal is available to you and your spouse.
Liabilities	Statement showing the outstanding principal amount, duration and payment amount.
Social Security	Statement from Social Security stating annual amount or copy of federal form 1040 from tax return.

Please identify items as either assets or income, not both. The actuarial software utilized by Brookhaven for screening purposes will assume appreciation, and income, on assets listed.

Please keep in mind that without the required backup, the processing of your application may be delayed. If you have any questions while completing your data application, please feel free to call me at 781.372.0274.

Thank you,

Richard Pelletier,
Director of Finance

BROOKHAVEN
AT LEXINGTON

Date _____ **Unit Style** _____

APPLICANT 1

Name _____ Phone # _____

Address _____

City _____ State _____ Zip _____

Birth date _____ Social Security #_____

APPLICANT 2

Name _____ Phone # _____

Address (if different than above) _____

City _____ State _____ Zip _____

Birth date _____ Social Security #_____

ASSETS	DESCRIPTION	APPLICANT 1	APPLICANT 2
1) Principal Residence		$_____	$_____
2) Other Real Estate	_____	$_____	$_____
3) Savings, C.D.'s, MM Funds	_____	$_____	$_____
4) Pension Investment	_____	$_____	$_____
(Pension to be listed either as Income or Asset, not both)			
5) Trusts	_____	$_____	$_____
Is the principal available to you? [ ] Yes [ ] No			
Is the principal available to other applicant? [ ] Yes [ ] No			
Is this trust continued for other applicant? [ ] Yes [ ] No			
6) Other _____		$_____	$_____
TOTAL ASSETS (A)		**$**_____	**$**_____

LIABILITIES	DESCRIPTION	APPLICANT 1	APPLICANT 2
7) Mortgages / Home Equity Loan	_____	$_____	$_____
8) Loans	_____	$_____	$_____
9) Other Financial Commitments	_____	$_____	$_____
TOTAL LIABILITIES (B)		**$_____**	**$_____**
NET WORTH (A-B)		**$_____**	**$_____**

Comments (refer to line number)

_____

_____

ANNUAL INCOME	DESCRIPTION	APPLICANT 1	APPLICANT 2
1) Social Security		$_____	$_____
2) Pension and Retirement Income *(Pension to be listed either as Income or Asset, not both)*	_____	$_____	$_____
Duration of pension? _____ Is this pension continued for other applicant? _____ If yes, what percentage? _____			
3) Annuities	_____	$_____	$_____
Duration of annuity? _____ Is this annuity continued for other applicant? _____ If yes, what percentage? _____			
4) Other _____		$_____	$_____
5) Other _____		$_____	$_____
TOTAL ANNUAL INCOME		**$_____**	**$_____**

Comments (refer to line number)

_____

_____

I/we agree to update this information upon request.
I/we hereby declare that all statements made herein are true and complete according to my/our best knowledge and belief. In witness whereof I/we have hereunto set my/our hand to this application this ____day of _____20____

Witness _____ Applicant _____

Witness _____ Applicant _____

Please submit this form and backup documentation to:

Brookhaven at Lexington
Attn: Director of Marketing
1010 Waltham Street, Suite 600
Lexington, MA 02421-8052
Phone 781-372-0098
Fax 781-372-0219

EQUAL HOUSING OPPORTUNITY

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Attachment 2

BROOKHAVEN AT LEXINGTON
(SYMMES LIFE CARE, INC.)

FINANCIAL STATEMENTS

YEARS ENDED SEPTEMBER 30, 2025 AND 2024



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BROOKHAVEN AT LEXINGTON
(SYMMES LIFE CARE, INC.)
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YEARS ENDED SEPTEMBER 30, 2025 AND 2024

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INDEPENDENT AUDITORS' REPORT

Board of Trustees
Brookhaven at Lexington
(Symmes Life Care, Inc.)
Lexington, Massachusetts

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Brookhaven at Lexington (Symmes Life Care, Inc.), which comprise the balance sheets as of September 30, 2025 and 2024, and the related statements of operations and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Brookhaven at Lexington (Symmes Life Care, Inc.) as of September 30, 2025 and 2024, and the results of its operations, changes in its net assets, and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Brookhaven at Lexington (Symmes Life Care, Inc.) and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Brookhaven at Lexington's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

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Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Brookhaven at Lexington's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Brookhaven at Lexington's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

King of Prussia, Pennsylvania
December 18, 2025

BROOKHAVEN AT LEXINGTON
(SYMMES LIFE CARE, INC.)
BALANCE SHEETS
SEPTEMBER 30, 2025 AND 2024

	2025	2024
ASSETS		
CURRENT ASSETS		
Cash and Cash Equivalents	$ 14,353,674	$ 8,432,365
Assets Limited as to Use	1,046,672	939,404
Accounts Receivable	480,478	99,740
Allowance for Credit Losses	(20,000)	(20,000)
Prepaid Expenses and Other Assets	1,907,946	1,578,137
Total Current Assets	17,768,770	11,029,646
INVESTMENTS	116,157,749	101,626,506
PROPERTY AND EQUIPMENT, Net	104,539,078	106,897,314
Total Assets	$ 238,465,597	$ 219,553,466
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Current Portion of Long-Term Debt	$ 1,650,000	$ 1,650,000
Accounts Payable and Accrued Expenses	3,528,263	3,372,755
Accrued Interest Payable	7,086	5,402
Deposits on Unoccupied Units	1,443,000	1,229,000
Estimated Liability for Refunds of Advance Fees	5,022,150	3,001,500
Total Current Liabilities	11,650,499	9,258,657
LONG-TERM LIABILITIES		
Long-Term Debt, Net	5,334,650	6,984,650
Refundable Entrance Fees	194,661,805	188,594,634
Deferred Revenue from Advance Fees, Net	11,834,694	11,621,795
Total Long-Term Liabilities	211,831,149	207,201,079
Total Liabilities	223,481,648	216,459,736
NET ASSETS		
Without Donor Restrictions	12,776,808	994,112
With Donor Restrictions	2,207,141	2,099,618
Total Net Assets	14,983,949	3,093,730
Total Liabilities and Net Assets	$ 238,465,597	$ 219,553,466

See accompanying Notes to Financial Statements.

BROOKHAVEN AT LEXINGTON
(SYMMES LIFE CARE, INC.)
STATEMENTS OF OPERATIONS AND CHANGES IN NET ASSETS
YEARS ENDED SEPTEMBER 30, 2025 AND 2024

	2025	2024
OPERATING REVENUES, GAINS, AND OTHER SUPPORT		
Monthly Service Fees	$ 32,482,437	$ 30,872,277
Amortization of Advance Fees	1,679,380	1,473,487
Health Center Revenue	1,047,203	845,093
Spending Formula Amount and Other Investment Revenue	3,471,710	2,791,216
Other Revenue	98,818	83,614
Net Assets Released from Restrictions	52,804	49,209
Total Operating Revenues, Gains, and Other Support	38,832,352	36,114,896
OPERATING EXPENSES		
Salaries, Wages, and Employees' Benefits	16,206,621	15,226,737
Insurance, Legal, and Professional Fees	1,401,269	1,335,174
General and Administrative	4,156,744	4,078,318
Purchased Services	6,422,184	5,911,676
Interest Expense	305,415	371,498
Depreciation	7,753,926	7,540,480
Loss on Disposal of Property and Equipment	114,147	262,628
Total Operating Expenses	36,360,306	34,726,511
INCOME FROM OPERATIONS	2,472,046	1,388,385
NONOPERATING GAINS		
Investment Return, Net	9,310,650	16,564,678
Total Nonoperating Gains	9,310,650	16,564,678
CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	11,782,696	17,953,063
NET ASSETS WITH DONOR RESTRICTIONS		
Gifts	82,454	158,219
Interest Income	77,873	167,966
Net Assets Released from Restrictions	(52,804)	(49,209)
Total Net Assets with Donor Restrictions	107,523	276,976
CHANGE IN NET ASSETS	11,890,219	18,230,039
Net Assets (Deficit) - Beginning of Year	3,093,730	(15,136,309)
NET ASSETS - END OF YEAR	$ 14,983,949	$ 3,093,730

See accompanying Notes to Financial Statements.

BROOKHAVEN AT LEXINGTON
(SYMMES LIFE CARE, INC.)
STATEMENTS OF CASH FLOWS
YEARS ENDED SEPTEMBER 30, 2025 AND 2024

	2025	2024
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	$ 11,890,219	$ 18,230,039
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by Operating Activities		
Appreciation on Investments	(9,785,051)	(13,418,419)
Depreciation	7,753,926	7,540,480
Loss on Disposal of Property and Equipment	114,147	262,628
Less: Amortization of Advance Fees	(1,679,380)	(1,473,487)
Realized Gain on Sale of Investments	(1,155)	(3,602,796)
Proceeds from Entrance Fees	18,922,800	11,208,100
Less: Refunds of Entrance Fees	(9,025,950)	(10,164,100)
(Increase) Decrease in Assets:		
Accounts Receivable, Net	(380,738)	(64,694)
Prepaid Expenses and Other Assets	(257,163)	5,645
Increase (Decrease) in Liabilities:		
Deferred Revenue and Garage Deposits	83,250	(45,000)
Accounts Payable and Accrued Expenses	155,508	576,555
Accrued Interest Payable	1,684	1,709
Net Cash Provided by Operating Activities	17,792,097	9,056,660
CASH FLOWS FROM INVESTING ACTIVITIES		
Less: Property and Equipment Expenditures	(5,509,837)	(4,499,796)
Add: Proceeds from Sale of Investments	211,226	5,434
Less: Purchases of Investments	(5,136,177)	(5,404,920)
Net Cash Used by Investing Activities	(10,434,788)	(9,899,282)
CASH FLOWS FROM FINANCING ACTIVITIES		
Less: Principal Payments on Outstanding Debt	(1,650,000)	(1,650,000)
Add: Receipts of Deposits on Unoccupied Units	214,000	233,000
Net Cash Used by Financing Activities	(1,436,000)	(1,417,000)
NET INCREASE (DECREASE) IN CASH, CASH EQUIVALENTS, AND RESTRICTED CASH	5,921,309	(2,259,622)
Cash, Cash Equivalents, and Restricted Cash - Beginning of Year	8,432,365	10,691,987
CASH, CASH EQUIVALENTS, AND RESTRICTED CASH - END OF YEAR	$ 14,353,674	$ 8,432,365
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash Paid for Interest	$ 307,969	$ 378,115
SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING ACTIVITIES		
Construction and Equipment Expenditures within Accounts Payable and Accrued Expenses	$ 431,683	$ 243,702

See accompanying Notes to Financial Statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Symmes Life Care, Inc., a nonprofit Massachusetts corporation, was formed in 1984 to finance, construct, and operate a continuing care retirement community known as Brookhaven at Lexington, in Lexington, Massachusetts (hereinafter called Brookhaven). Brookhaven's campus consists of 289 independent living units, 49 assisted care units, and 12 skilled nursing beds.

Use of Estimates

The preparation of financial statements in conformity with the accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash, Cash Equivalents, and Restricted Cash

Brookhaven considers all highly liquid investments with maturities of three months or less when purchased, excluding amounts whose use is limited, to be cash equivalents and consisting principally of short-term money market funds. Cash and cash equivalents within funds identified as assets limited as to use include wait list deposits held in escrow, if any, and are considered investments and not cash for the purposes of the statements of cash flows.

Accounts Receivable and Allowance for Credit Losses

Accounts receivable are reported net of an allowance for credit losses to represent Brookhaven's estimate of expected losses at the balance sheet date. The adequacy of Brookhaven's allowance for credit losses is reviewed on an ongoing basis, using historical payment trends, write-off experience, analyses of receivable portfolios by payor source and aging of receivables, a review of specific accounts, as well as expected future economic conditions and market trends, and adjustments are made to the allowance as necessary.

Residents are not required to provide collateral for services rendered. Payment for services is required within 30 days of receipt of invoice or claim submitted. Accounts more than 90 days past due are individually analyzed for collectability. When all collection efforts have been exhausted, the account is written off against the related allowance.

Management believes the composition of receivables at year-end is consistent with historical conditions as credit terms and practices and the customer base has not changed significantly. The allowance for estimate of expected credit losses was $20,000 for both September 30, 2025 and 2024.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Accounts Receivable and Allowance for Credit Losses (Continued)

The opening and closing balances in accounts receivable, net were as follows:

	Accounts Receivable, Net
Balance as of September 30, 2024	$ 79,740
Balance as of September 30, 2025	460,478

Investments and Assets Limited as to Use

Changes in the fair value of investments are recognized in the statements of operations and changes in net assets as unrealized appreciation on investments.

Investments consist of cash and cash equivalents, fixed income mutual funds and equity mutual funds which are presented at fair value on the balance sheets. Fair value is based on quoted market prices, if available, or estimates using quoted market prices for similar securities. Cost used in the determination of gains and losses on sales of securities is based on the specific cost of the securities sold. Realized gains as well as unrealized appreciation are included in the change in net assets without donor restrictions. Interest and investment revenue are recognized when earned.

Property and Equipment

Brookhaven capitalizes all expenditures for property and equipment costing over $1,000 and having useful lives greater than one year. Property and equipment are stated at cost. Depreciation is calculated on a straight-line basis over the estimated useful lives of the assets, using the half-year convention in the year of acquisition and disposal. The cost of maintenance and repairs is charged against operations as incurred, whereas significant renewals and betterments are capitalized. Estimated useful lives are determined using American Hospital Association guidelines, and range from 3 to 40 years.

Brookhaven records impairment losses on property and equipment when events and circumstances indicate that it is probable that the assets are impaired and the undiscounted cash flows estimated to be generated by those assets are less than the carrying amount of those assets. Based on management’s estimation process, no impairment losses have been recorded at September 30, 2025 and 2024.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Net Assets

Brookhaven reports information regarding its financial position and activities according to the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Include net assets available for use in general operations and not subject to donor restrictions. At times, the governing board may designate, from net assets without donor restrictions, net assets for board-designated purposes.

Net Assets With Donor Restrictions – Include net assets subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource has been fulfilled, or both.

Spending Policy

Effective October 1, 2002, the board of trustees adopted a spending policy on the amount of investment return to be recognized in operations in any year. The spending amount is calculated as a percentage, not to exceed 5%, of the average fair value of the investments for a three-year period ending March 31. The spending rate was 4.25% for both years ending September 30, 2025 and 2024. The spending amount was calculated as $3,185,700 and $2,791,200 for the years ended September 30, 2025 and 2024, respectively.

Monthly Service Fees and Health Center Revenue

Monthly service fees and health center revenue are reported at the amount that reflects the consideration to which Brookhaven expects to be entitled for providing resident services and care. These amounts are due primarily from residents and third-party payors, such as health insurers and government programs.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Monthly Service Fees and Health Center Revenue (Continued)

Revenue is recognized over time as performance obligations in the resident contract are satisfied. Performance obligations include the delivery of services in the residence and care contract. Brookhaven believes that this method provides a faithful depiction of the transfer of services over the term of resident contract.

Brookhaven determines monthly service fees based on the unit style selected by the residents. Health center revenue includes room charges and ancillary services to residents and is recorded at established rates, net of price concessions, resulting from agreements with third-party payors. Substantially all of Brookhaven's revenue is private pay and delivered based on the terms of the resident contract.

The composition of monthly service fees, amortization of advance fees, and health center revenue based on its service lines are as follows for the years ended September 30:

	2025	2024
Service Lines:		
Independent Living	$ 30,612,048	$ 29,165,589
Assisted Care	3,549,769	3,180,175
Health Center Revenue	1,047,203	845,093
Total	$ 35,209,020	$ 33,190,857

Refundable Entrance Fees and Deferred Revenue from Advance Fees

Residents pay entrance fees to Brookhaven pursuant to entering into a continuing care contract. Refundable entrance fees are recorded on the balance sheets as a liability until such time as the refund is paid. Nonrefundable entrance fees are considered to contain a material right associated with access to future services, which is the related performance obligation. The nonrefundable portion of the entrance fees are recorded as deferred revenue from advance fees and amortized using the straight-line method over the estimated remaining life expectancy of the resident.

The estimated liability for refunds of advance fees is calculated as the entrance fee less 1% of the entrance fee per month of actual occupancy at Brookhaven for the first 10 months of occupancy. After 9 months of occupancy at Brookhaven, the refund is calculated and is paid to the resident as follows: (1) an amount equal to the entrance fee paid by the resident or, if less, the entrance fee paid by the resident who occupies the living unit, less 1% of the entrance fee per month of occupancy at Brookhaven shall be paid within 120 days of the effective date of termination; and (2) the balance of the refund amount, if any, shall be paid on the date which is 30 days after Brookhaven has executed a Residence and Care Agreement with a new resident(s) and such resident(s) has occupied the living unit, or on the date which is 120 days after the effective date of termination, whichever is later.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Refundable Entrance Fees and Deferred Revenue from Advance Fees (Continued)

The balance of the refund shall be equal to such amount, as is required to provide, in total, a refund equal to the lesser of (i) 90% of the entrance fee paid by the resident, or (ii) 90% of the entrance fee paid by such new resident(s) occupying the living accommodation. As determined by the actuary, contractually refundable entrance fees as of September 30, 2025 and 2024 were approximately $199,123,900 and $190,968,800, respectively.

The opening and closing balances in deferred revenue from advance fees were as follows:

	Amortizable Entrance Fees
Balance as of October 1, 2023	$ 11,974,471
Balance as of September 30, 2024	11,621,795
Balance as of September 30, 2025	11,834,694

Obligation to Provide Future Service

Brookhaven calculates the estimated present value of the net cost of future services and use of facilities to be provided to current residents on a triennial basis and compares that amount with the balance of deferred revenue from advance fees and expected revenues from monthly fees. If the present value of the net cost of future services and use of facilities exceeds the deferred revenue from advance fees and expected future revenues, a liability will be recorded with a corresponding charge to income. The prepared calculation did not result in an additional liability as of September 30, 2025 or 2024.

Performance Indicator

The performance indicator on the statements of operations and changes in net assets is defined as the change in net assets without donor restrictions. All activities of Brookhaven deemed by management to be ongoing, major, and central to the provision of residential and health care services are reported as operating revenues and expenses.

Income Taxes

Brookhaven has been granted exempt status relative to federal and state corporate income taxes under Section 501(c)(3) of the Internal Revenue Code and applicable state codes.

Brookhaven follows the guidance in the income tax standard regarding the recognition and measurement of uncertain tax positions. The guidance clarifies the accounting for uncertainty in income taxes recognized in an entity's financial statements. The guidance further prescribes recognition and measurement of tax provisions taken or expected to be taken on a tax return that are not certain to be realized. The application of this standard has no impact on Brookhaven's financial statements. Brookhaven's tax returns are subject to review and examination by federal and state authorities.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fair Value of Financial Instruments

Fair value measurement applies to reported balances that are required or permitted to be measured at fair value under an existing accounting standard. Brookhaven emphasizes that fair value is a market-based measurement, not an entity-specific measurement. Therefore, a fair value measurement should be determined based on the assumptions that market participants would use in pricing the asset or liability and establishes a fair value hierarchy. The fair value hierarchy consists of three levels of inputs that may be used to measure fair value as follows:

Level 1 – Inputs that utilize quoted prices (unadjusted) in active markets for identical assets or liabilities that Brookhaven has the ability to access.

Level 2 – Inputs that include quoted prices for similar assets and liabilities in active markets and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument. Fair values for these instruments are estimated using pricing models, quoted prices of securities with similar characteristics, or discounted cash flows.

Level 3 – Inputs that are unobservable for the asset or liability, which are typically based on an entity's own assumptions, as there is little, if any, related market activity.

In instances where the determination of the fair value measurement is based on inputs from different levels of the fair value hierarchy, the level in the fair value hierarchy within which the entire fair value measurement falls is based on the lowest level input that is significant to the fair value measurement in its entirety.

Subsequent Events

In preparing these financial statements, Brookhaven has evaluated events and transactions for potential recognition or disclosure through December 18, 2025, the date the financial statements were issued. The results of this evaluation indicated that were no subsequent events or transactions that are required to be disclosed in these financial statements.

NOTE 2 LIQUIDITY AND AVAILABILITY

Brookhaven regularly monitors the availability of resources required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. For purposes of analyzing resources to meet expenses over a 12-month period, Brookhaven considers all expenses related to its ongoing mission related activities as well as the conduct of services undertaken to support those activities.

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the balance sheet date, are as follows:

	2025	2024
Financial Assets at Year-End:		
Cash and Cash Equivalents	$ 14,353,674	$ 8,432,365
Accounts Receivable, Net	460,478	79,740
Investments and Assets Limited as to Use	117,204,421	102,565,910
	132,018,573	111,078,015
Less Those Unavailable For General Expenditures Within One Year, Due To:		
Restricted for Waitlist Deposits	(1,046,672)	(939,404)
Restricted By Donor with Time or Purpose Restrictions	(4,702,235)	(4,196,979)
Financial Assets Available to Meet General Expenditures Within One Year	$ 126,269,666	$ 105,941,632

Brookhaven has financial assets which are available for general expenditure within one year in the normal course of operations. Amounts not available to be used include funds set aside for waitlist deposits and certain donor restricted funds.

NOTE 3 INVESTMENTS AND ASSETS LIMITED AS TO USE

The composition of investments and assets limited as to use at September 30 is set forth in the following table:

	2025		2024	
	Fair Value	Cost	Fair Value	Cost
Cash and Cash Equivalents (Principally Money Market Funds)	$ 14,403,220	$ 14,403,220	$ 11,745,180	$ 11,745,180
Bond Mutual Funds	27,916,703	28,469,209	26,940,220	27,378,332
Equity Mutual Funds	74,884,498	33,658,807	63,880,510	32,481,619
Total	$ 117,204,421	$ 76,531,236	$ 102,565,910	$ 71,605,131

NOTE 3 INVESTMENTS AND ASSETS LIMITED AS TO USE (CONTINUED)

Assets limited as to use that are available to pay obligations classified as current liabilities are reported in current assets. Assets limited as to use consist of waitlist deposits.

Investment revenue and gains from cash and cash equivalents, assets limited as to use and investments without donor restrictions are comprised of the following at September 30:

	2025	2024
Interest and Dividends	$ 3,074,027	$ 2,502,645
Realized Gains	1,155	3,602,796
Unrealized Gains	9,785,051	13,418,419
Subtotal	12,860,233	19,523,860
Less: Spending Formula Amount and Other Investment Revenue		
Spending Formula Amount	(3,185,700)	(2,791,200)
Other Investment Revenue	(286,010)	(16)
Total Spending Formula Amount and Other Investment Revenue	(3,471,710)	(2,791,216)
Less: Interest Income with Donor Restrictions	(77,873)	(167,966)
Total Nonoperating Investment Return, Net	$ 9,310,650	$ 16,564,678

Brookhaven's objective is to attain current income and appreciation of principal that will at least offset spending rate plus inflation by investing in broadly diversified mutual funds that includes multiple asset classes, thereby improving investment return, and reducing market volatility.

In general, investments are exposed to various risks, such as interest rate, credit, and overall market volatility risk. Due to the level of risk associated with certain investments, it is reasonably possible that change in the values of the investments will occur in the near term and that such changes could be material.

NOTE 4 PROPERTY AND EQUIPMENT

The composition of property and equipment at September 30 is as follows:

	2025	2024
Land	$ 5,561,151	$ 5,561,151
Land Improvements	1,615,517	1,353,299
Building and Improvements	184,344,619	181,229,118
Furniture and Equipment	11,219,890	10,463,625
Construction in Progress	1,377,615	575,632
Total	204,118,792	199,182,825
Accumulated Depreciation	(99,579,714)	(92,285,511)
Total Property and Equipment	$ 104,539,078	$ 106,897,314

Depreciation expense for the years ended September 30, 2025 and 2024 was $7,753,926 and $7,540,480, respectively. During the years ended September 30, 2025 and 2024, fixed assets with an original cost of $573,872 and $2,154,801, respectively, were written off.

NOTE 5 DEPOSITS ON UNOCCUPIED UNITS

Brookhaven requires an initial deposit of $2,000 to place an applicant on the residential unit wait list. The wait list deposits are held in individual interest-bearing accounts and interest earned is payable to the applicant. Upon execution of the Residence and Care agreement, Brookhaven requires a 10% deposit (less the wait list deposit). The remaining 90% entrance fee is payable upon occupancy of the unit. Termination of the residency agreement prior to occupancy results in a refund of the balance paid less a 1% cancellation penalty and any costs incurred by Brookhaven on behalf of the applicant.

Both the 10% and 90% entrance fees for the residential units are deposited into Brookhaven’s operating account. The interest earned on these deposits is not payable to the applicant.

NOTE 6 LONG-TERM DEBT

Long-term debt is summarized at September 30 as follows:

Description	2025	2024
Fixed rate term loan, due in monthly installments and maturing in 2030	$ 6,984,650	$ 8,634,650
Total Long-Term Debt	6,984,650	8,634,650
Less: Current Portion of Long-Term Debt	1,650,000	1,650,000
Long-Term Debt, Net of Current Portion	$ 5,334,650	$ 6,984,650

Term Loan and Construction Loan

In April 2018, Brookhaven executed a loan agreement which includes a $16,123,650 term loan and a $36,000,000 construction loan. The proceeds of the loans were used for the repayment of the Series 2005A Bonds, capital costs and closing costs of the project. Interest on the term loan is due at a rate of 3.89% per annum. Principal and interest payments are due in monthly installments. As of September 30, 2025 and 2024, the amount outstanding on the term loan is $6,984,650 and $8,634,650, respectively and the construction loan was repaid as of September 30, 2021.

Brookhaven is subject to various covenants under the term loan agreement. These covenants include certain reporting, financial, and operational requirements. As of September 30, 2025, management is not aware of any noncompliance with these covenants.

Principal maturities as of September 30, 2025, on the term loan for the next five years are as follows:

Year Ending September 30,	Amount
2026	$ 1,650,000
2027	1,650,000
2028	1,375,000
2029	1,320,000
2030	989,650
Total	$ 6,984,650

NOTE 7 NET ASSETS

The composition of net assets with donor restrictions at September 30 is as follows:

	2025	2024
Benevolent Fund	$ 1,903,122	$ 1,825,266
Employee Scholarship Fund	160,984	178,171
Nature Trail Fund	8,241	8,240
Brookhaven Fund	134,794	87,941
Net Assets With Donor Restrictions	$ 2,207,141	$ 2,099,618

During 2025 and 2024, net assets with donor restrictions were released from donor restrictions for employee scholarships and resident community life.

NOTE 8 RETIREMENT PLAN

Brookhaven has a qualified Section 403(b)(7) defined contribution retirement plan, which was effective January 1, 1995. The plan covers all eligible employees. Eligibility is based upon various criteria including the completion of two years of service. Effective January 1, 2025, the eligibility requirement was reduced to one year of service. Brookhaven makes weekly matching contributions on behalf of eligible participants in the plan equal to 75% of the salary deferral contributions made by participants, up to 3% of the participant's eligible compensation. Additional discretionary contributions to the plan by Brookhaven are determined on an annual basis by the board of trustees. Effective January 1, 2025, the weekly matching contribution increased to 100% of the salary deferral contributions made by participants, up to 3% of the participant's eligible compensation.

Effective January 1, 2009, Brookhaven adopted a 457(b) Deferred Compensation Plan. The plan is designed to provide deferred compensation for a select group of management or highly compensated employees. The plan is intended to constitute a top hat plan under Sections 201(2), 301(a)3, and 401(a)1 of the Employee Retirement Income Security Act of 1974. Brookhaven may make an employer discretionary contribution to the plan for each plan year. The total assets and liability recorded for the deferred compensation plan, including unrealized gains and losses net of withdrawals, was $1,096,953 and $961,225 as of September 30, 2025 and 2024, respectively.

Brookhaven provided contributions to the plans amounting to $526,545 and $431,847 for the years ended September 30, 2025 and 2024, respectively.

NOTE 9 FUNCTIONAL CLASSIFICATION OF EXPENSES

Brookhaven provides services and housing to its residents. All categories of expenses that are not directly related to Brookhaven's program are allocated to one or more management and administrative functions based on estimates of time and effort involved. The functional allocation of these expenses related to these services is as follows for the years ended September 30:

	2025		
	Program Services	Management and General	Total
Salaries, Wages, and Employees' Benefits	$ 13,224,744	$ 2,981,877	$ 16,206,621
Insurance, Legal, and Professional Fees	-	1,401,269	1,401,269
General and Administrative	3,698,502	458,242	4,156,744
Purchased Services	6,096,982	325,202	6,422,184
Interest Expense	305,415	-	305,415
Depreciation and Amortization	7,753,926	-	7,753,926
Loss on Disposal of Property and Equipment	114,147	-	114,147
Total	$ 31,193,716	$ 5,166,590	$ 36,360,306

	2024		
	Program Services	Management and General	Total
Salaries, Wages, and Employees' Benefits	$ 12,445,760	$ 2,780,977	$ 15,226,737
Insurance, Legal, and Professional Fees	-	1,335,174	1,335,174
General and Administrative	3,659,272	419,046	4,078,318
Purchased Services	5,649,000	262,676	5,911,676
Interest Expense	371,498	-	371,498
Depreciation and Amortization	7,540,480	-	7,540,480
Loss on Disposal of Property and Equipment	262,628	-	262,628
Total	$ 29,928,638	$ 4,797,873	$ 34,726,511

NOTE 10 FAIR VALUE OF FINANCIAL INSTRUMENTS

Brookhaven uses fair value measurements to record fair value adjustments to certain assets and liabilities and to determine fair value disclosures. For additional information on how Brookhaven measures fair value refer to Note 1 – Summary of Significant Accounting Policies. The following tables present Brookhaven's fair value hierarchy for those assets and liabilities, if any, measured at fair value on a recurring basis as of September 30:

2025	Level 1	Level 2	Level 3	Total
Investments:				
Bond Mutual Funds	$ 27,916,703	$ -	$ -	$ 27,916,703
Equity Mutual Funds	74,884,498	-	-	74,884,498

2024	Level 1	Level 2	Level 3	Total
Investments:				
Bond Mutual Funds	$ 26,940,220	$ -	$ -	$ 26,940,220
Equity Mutual Funds	63,880,510	-	-	63,880,510

The following methods and assumptions were used by Brookhaven in estimating the fair value of other financial instruments:

Investments

Investments are recorded at fair value on a recurring basis. Fair value measurement is based upon quoted prices, if available. If quoted prices are not available, fair values are measured using independent pricing models or other model-based valuation techniques such as the present value of future cash flows, adjusted for the security's credit rating, prepayment assumptions, and other factors such as credit loss assumptions. Securities valued using Level 1 inputs include those traded on an active exchange, such as the New York Stock Exchange, as well as U.S. treasury and other U.S. government and agency mortgage-backed securities that are traded by dealers or brokers in active over-the-counter markets.

NOTE 11 CONCENTRATIONS OF CREDIT RISK

Brookhaven grants credit without collateral to its residents, some of whom are insured under third-party arrangements, primarily with Medicare and various commercial insurance companies.

Brookhaven maintains its cash accounts at commercial banks. The cash balances in each bank are insured by the Federal Deposit Insurance Corporation (FDIC). At times, cash in bank may exceed FDIC insurable limits. The funds on deposit in brokerage accounts are insured by the Securities Investor Protection Corporation (SIPC) up to $500,000. Investments, which include fixed income mutual funds, equity mutual funds, and corporate bonds are not concentrated in any corporation or industry.

NOTE 12 COMMITMENTS AND CONTINGENCIES

Compliance

Brookhaven operates in the health care industry and may be subject to legal proceedings and claims from time to time that arise in the course of providing its services. Brookhaven maintains malpractice insurance coverage on an occurrence basis, which provides coverage for claims occurring during the policy year. Management has determined that no provision is required for amounts expected to be paid under the policy's deductible limits for unasserted claims not covered by the policy and any other uninsured liability.

The health care industry is subject to numerous laws and regulations of federal, state, and local governments. These laws and regulations include, but are not necessarily limited to, matters such as licensure, accreditation, government health care program participation requirements, reimbursement for patient services, and Medicare fraud and abuse.

Other

In the normal course of business, there could be various outstanding claims and contingent liabilities. No contingent liabilities are reflected in the accompanying financial statements. No such liabilities have been asserted and, therefore, no estimate of loss, if any, is determinable.



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Brookhaven at Lexington
(Symmes Life Care, Inc.)
Financial Statement Results January 31, 2026
(Dollar amounts in $1,000's)

Balance Sheet

Total assets increased approximately $1,972 in January. The change in assets was primarily due to an increase in investments of $2,257, partially offset by a decrease in cash and cash equivalents of $148, and a decrease in property and equipment of $155. The increase in investments was due to unrealized appreciation on investments and investment income. Year to date net entrance fees from operations total positive $4,043.

Total liabilities decreased approximately $135 in January. Accounts payable and accrued expenses increased $104 due to the timing of vendor payments. Estimated liability for refunds of advance fees decreased $926, refundable entrance fees increased $826, and deferred revenue from advance fees increased $35, reflecting entrance fee activity.

Statement of Operations

The income from operations of $178 reflects a favorable variance of $29 compared to budget. The $2,107 increase in net assets is due to a $178 gain from operations and a $1,929 non-operating gain, which included $2,138 in unrealized appreciation on investments.

Revenues

Monthly operating revenues of $3,373 reflect a variance of $46 or 1% compared to budget. Independent occupancy is 95.2%.

Expenses

Monthly expenses of $3,195 reflect an unfavorable variance of $17 or (1%) compared to budget. Purchased Services has an unfavorable variance of $84K or (15%), mostly due to snow removal.

BROOKHAVEN AT LEXINGTON (SYMMES LIFE CARE, INC.)
1010 Waltham Street
Lexington, Massachusetts 02421

UNAUDITED FINANCIAL STATEMENTS
FOR THE MONTH ENDED January 31, 2026

BROOKHAVEN AT LEXINGTON (SYMMES LIFE CARE, INC.)
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BROOKHAVEN AT LEXINGTON (SYMMES LIFE CARE, INC.)
BALANCE SHEETS
FOR THE MONTH ENDED January 31, 2026

ASSETS	1/31/2026	12/31/2025	9/30/2025
Current assets:			
Cash and cash equivalents	17,606,570	$17,754,623	$14,353,675
Assets limited as to use for current liabilities	1,099,628	1,077,493	1,046,672
Accounts Receivable, net	314,811	262,914	460,478
Prepaid expenses and other assets	1,981,563	2,037,781	1,907,946
Total current assets	21,002,572	21,132,810	17,768,771
Investments	121,021,819	118,764,465	116,157,749
Property and equipment, net	103,822,473	103,977,455	104,539,078
Total assets	245,846,863	$243,874,730	$238,465,598
LIABILITIES AND NET ASSETS (DEFICIT)			
Current liabilities:			
Current portion of debt payable	1,650,000	$1,650,000	$1,650,000
Accounts payable and accrued expenses	3,323,563	3,219,559	3,528,263
Accrued interest payable	7,750	7,581	7,086
Deposits on unoccupied units	1,349,500	1,398,000	1,443,000
Estimated liability for refunds of advance fees	3,444,300	4,370,400	5,022,150
Deferred revenue	37,295	25,545	0
Total current liabilities	9,812,408	10,671,085	11,650,499
Long-term liabilities:			
Loans payable	4,784,650	4,922,150	5,334,650
Refundable Entrance Fees	199,578,955	198,753,205	194,661,805
Deferred revenue from advance fees, net	12,092,423	12,057,038	11,834,694
Total long-term liabilities	216,456,028	215,732,393	211,831,149
Total liabilities	226,268,437	226,403,478	223,481,648
Net assets:			
Without Donor Restrictions	17,336,563	15,241,817	12,776,810
With Donor Restrictions	2,241,863	2,229,435	2,207,140
Total net assets	19,578,427	17,471,252	14,983,950
Total liabilities and net assets	245,846,863	$243,874,730	$238,465,598

BROOKHAVEN AT LEXINGTON (SYMMES LIFE CARE, INC.)
STATEMENTS OF OPERATIONS AND CHANGES IN NET ASSETS
FOR THE MONTH ENDED January 31, 2026

Month to Date					Year to Date			
Actual	Budget	Variance		Operating revenues, gains and other support	Actual	Budget	Variance	
2,495,244	2,497,550	($2,305)	(0%)	Monthly service fees	10,055,209	9,990,211	$64,998	1%
124,615	134,370	(9,755)	(7%)	Amortization of advance fees	477,371	537,478	(60,107)	(11%)
335,530	298,333	37,197	12%	Assisted Care revenue	1,301,226	1,193,330	107,896	9%
68,758	71,269	(2,512)	(4%)	Health center revenue	280,672	282,787	(2,115)	(1%)
330,858	318,125	12,733	4%	Spending formula amount and other investment revenue	1,323,872	1,272,500	51,372	4%
18,440	7,508	10,932	146%	Other revenue	57,075	30,033	27,042	90%
3,373,444	3,327,154	46,290	1%	Total operating revenues, gains and other support	13,495,424	13,306,339	189,085	1%
				Operating expenses				
1,423,910	1,452,804	28,893	2%	Salaries, wages and employees' benefits	5,643,382	5,782,978	139,596	2%
108,612	122,492	13,881	11%	Insurance, legal and professional fees	453,703	489,969	36,266	7%
361,313	351,715	(9,597)	(3%)	General and administrative	1,520,595	1,534,406	13,812	1%
628,107	544,299	(83,808)	(15%)	Purchased services	2,193,932	2,046,183	(147,749)	(7%)
21,554	20,190	(1,364)	(7%)	Interest expense	88,996	80,762	(8,234)	(10%)
651,665	686,736	35,071	5%	Depreciation and amortization	2,598,409	2,746,944	148,535	5%
3,195,161	3,178,237	(16,924)	(1%)	Total operating expenses	12,499,016	12,681,242	182,226	1%
178,283	**148,917**	**29,366**	**20%**	**Income/(loss) from operations**	**996,408**	**625,097**	**371,311**	**59%**
				Nonoperating gains/(losses)				
(209,060)	0	(209,060)	********	Excess/(shortfall) of investment revenue over spending formula amount	8,803	0	8,803	********
2,137,952	0	2,137,952	********	Unrealized appreciation (depreciation) on investments	3,589,266	0	3,589,266	********
0	0	0	********	(Loss) on disposal of other assets	0	0	0	********
1,928,892	**0**	**1,928,892**	********	**Total Nonoperating gains/(losses)**	**3,598,069**	**0**	**3,598,069**	********
2,107,175	**148,917**	**1,958,258**	**1,315%**	**Increase (decrease) in net assets**	**4,594,477**	**625,097**	**3,969,380**	**635%**
17,471,252				Net assets (deficit), beginning of period	14,983,950			
$19,578,427				**Net assets (deficit), end of period**	**$19,578,427**			

BROOKHAVEN AT LEXINGTON (SYMMES LIFE CARE, INC.)
STATEMENTS OF CASH FLOWS
FOR THE MONTH ENDED January 31, 2026

	Month to Date	Year to Date
CASH FLOWS PROVIDED (USED) BY OPERATING ACTIVITIES		
Increase (Decrease) in Net Assets	2,107,175	4,594,477
Adjustments to Reconcile Change in Net Deficit to Net Cash Provided (Used) by Operating Activities:		
Unrealized (Appreciation) Depreciation on Investments	(2,137,952)	(3,589,266)
Depreciation and Amortization	651,665	2,598,409
(Gain)/Loss on Disposal of Property & Equipment	-	-
Less Amortization of Advance Fees	(124,615)	(477,371)
(Gain)/Loss on Sale of Investments	-	-
Net Entrance Fees From Operations	59,650	4,042,900
(Increase) Decrease in:		
Accounts Receivable	(51,897)	145,667
Prepaid Expenses and Other Assets	37,774	(137,771)
Increase (Decrease) in:		
Deferred Revenue Garage Deposits	-	31,500
Deferred Revenue	11,750	37,295
Accounts Payable and Accrued Expenses	104,004	(204,700)
Accrued Interest Payable	169	665
Net Cash Provided (Used) by Operating Activities	657,724	7,041,804
CASH FLOWS PROVIDED (USED) BY INVESTING ACTIVITIES		
Less Construction and Equipment Expenditures	(496,683)	(1,881,804)
Net (Purchases) & Sales of Investments	(123,094)	(1,263,605)
Net Cash Provided (Used) by Investing Activities	(619,777)	(3,145,409)
CASH FLOWS PROVIDED (USED) BY FINANCING ACTIVITIES		
Less Principal Payments on Outstanding Debt	(137,500)	(550,000)
Net Proceeds (Returns) of Deposits on Unoccupied Units	(48,500)	(93,500)
Net Cash Provided (Used) by Financing Activities	(186,000)	(643,500)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(148,053)	3,252,895
Cash and Cash Equivalents - Beginning of Period	17,754,623	14,353,675
CASH AND CASH EQUIVALENTS - END OF PERIOD	17,606,570	17,606,570

BROOKHAVEN AT LEXINGTON (SYMMES LIFE CARE, INC.)
OCCUPANCY STATISTICS
FOR THE MONTH ENDED January 31, 2026

Independent Living:	**1/31/2026**	**12/31/2025**	**9/30/2025**
Units Occupied	275	274	275
Occupancy %	95.2%	94.8%	95.2%
Double Occupancy %	39.6%	39.8%	38.5%
Budgeted Occupancy	*95.5%*		
Occupancy Covenant	*85.0%*		

Assisted Care:	**1/31/2026**	**12/31/2025**	**9/30/2025**
Units Occupied - Perm	47	48	47
Occupancy %	95.9%	98.0%	95.9%
Budgeted Occupancy %	*90%*	*90%*	*90%*
Units Occupied - Temp	0	0	0
Total Units Occupied	**47**	**48**	**47**
Total Occupancy %	**96%**	**98%**	**96%**

Skilled Nursing:	**1/31/2026**	**12/31/2025**	**9/30/2025**
Perm Residents	5	5	5
Occupancy %	42%	42%	42%
Budgeted Occupancy %	*58%*	*58%*	*58%*
Temp Residents	4	3	1
Total Beds Occupied	**9**	**8**	**6**
Total Occupancy %	**75%**	**67%**	**50%**
Budgeted Total Occupancy %	*83%*		

Independent Living Occupancy by Unit Type:	Units Available	1st Person Occupancy	2nd Person Occupancy
Alcott	6	5	6
Emerson	41	39	46
Hancock	46	44	52
Hawthorne	55	50	70
Hamilton	10	10	11
Parker	10	9	12
Double Parker	1	1	2
Revere	5	5	9
Thoreau	12	10	17
Adams	6	6	11
Bradstreet	37	37	52
Clark	8	8	13
Munroe	3	3	3
Buckman	27	27	42
Fiske	18	17	30
Muzzey	4	4	8
Total	289	275	384

Priority Wait List	**1/31/2026**	**12/31/2025**	**9/30/2025**
	546	535	520

New PWL Accounts	**MTD**	**YTD**
	14	43

BROOKHAVEN AT LEXINGTON (SYMMES LIFE CARE, INC.)
INVESTMENT SUMMARY
January 31, 2026

	Cost	Market		Market Adjustment
Other				
Priority Wait List	1,099,398	1,099,398	*	
I/R Accrued Interest Other	230	230	*	
Total Other	**1,099,628**	**1,099,628**		-
Board Restricted				
J. Keith Butters Benevolent Fund	698,404	1,214,714		516,310
General Fund	73,754,947	116,133,639		42,378,692
***Total Board Restricted	**74,453,351**	**117,348,353**	***	**42,895,002**
Donor Restricted				
J. Keith Butters Benevolent Fund	1,936,506	3,368,109		1,431,603
Nature Path Fund	6,727	6,727		
Brookhaven Employee Scholarship Fund	158,329	158,329		
Brookhaven Fund	140,302	140,302		
***Total Donor Restricted	**2,241,863**	**3,673,467**	***	**1,431,603**
Total Funds	**77,794,843**	**122,121,448**		**44,326,605**

* Total from above	1,099,628.32	
Assets limited as to use for current liabilities (BS)	1,099,628.32	-
*** Total of Board Restricted & Donor Restricted	121,021,819.00	
By board for resident activities (BS)	121,021,819.00	-

Investment Portfolio		**Cost**	**Market**	**Market Adjustment**
Vanguard	Federal Money Mkt Fund	13,221,929	13,221,929	(0)
	Intermediate-Term Bond Index Fund	14,539,050	14,220,997	(318,053)
	FTSE All-World Ex-US Index Fund	15,485,952	24,077,957	8,592,005
	Inflation-Protected Securities Fund	14,435,217	13,919,214	(516,003)
	Total Stock Market Index Fund	18,707,709	55,276,366	36,568,656
Total Portfolio		**76,389,856**	**120,716,462**	**44,326,605**

Portfolio Allocation	**Cost %**	**Market %**	**Target %**
Cash & Cash Equivalents, Fixed Income	55%	34%	35%
Domestic Equities	24%	46%	65%
International Equities	20%	20%	
Total Portfolio	**100%**	**100%**	**100%**

Brookhaven at Lexington **Five Year Rate Schedule FY26** **Attachment 4**

	FY2026		***FY2025***		***FY2024***		***FY2023***		***FY2022***	
		4.10%		**4.80%**		**5.90%**		**4.40%**		**3.90%**
	Entrance Fee	**Monthly Fee**	**Entrance Fee**	**Monthly Fee**	**Entrance Fee**	**Monthly Fee**	**Entrance Fee**	**Monthly Fee**	**Entrance Fee**	**Monthly Fee**
ALCOTT	$490,000	$4,420	$475,000	$4,250	$460,000	$4,060	$450,000	$3,835	$440,000	$3,675
(Alcove)										
EMERSON	$615,000	$6,165	$595,000	$5,925	$575,000	$5,655	$560,000	$5,340	$545,000	$5,115
(One Bedroom)										
HAMILTON	$670,000	$7,055	$650,000	$6,780	$630,000	$6,470	$615,000	$6,110	$600,000	$5,855
(One Bedroom/den)										
HANCOCK	$695,000	$7,055	$670,000	$6,780	$645,000	$6,470	$625,000	$6,110	$605,000	$5,855
(Two Bedroom)										
HAWTHORNE	$820,000	$7,905	$795,000	$7,595	$770,000	$7,250	$750,000	$6,850	$730,000	$6,565
(Two Bedroom)										
BRADSTREET	$915,000	$8,085	$875,000	$7,770	$830,000	$7,415	$805,000	$7,005	$780,000	$6,710
(Two Bedroom)										
BUCKMAN	$945,000	$8,150	$905,000	$7,830	$859,000	$7,475	$834,000	$7,060	$809,000	$6,765
(Two Bedroom)										
REVERE	$915,000	$9,275	$885,000	$8,910	$855,000	$8,505	$830,000	$8,035	$805,000	$7,700
(Two Bedroom/den)										
CLARKE	$945,000	$10,170	$915,000	$9,770	$885,000	$9,325	$860,000	$8,810	$835,000	$8,440
(Two bedroom/den)										
ADAMS	$950,000	$10,005	$920,000	$9,615	$890,000	$9,175	$865,000	$8,665	$840,000	$8,300
(Two bedroom/den)										
FISKE	$980,000	$10,180	$950,000	$9,780	$920,000	$9,335	$895,000	$8,815	$870,000	$8,445
(Two Bedroom/den)										
MUNROE	$1,015,000	$11,495	$985,000	$11,045	$955,000	$10,540	$930,000	$9,955	$905,000	$9,540
(Two Bedroom/den)										
MUZZEY	$1,050,000	$11,470	$1,020,000	$11,020	$987,000	$10,520	$962,000	$9,935	$937,000	$9,520
(Two Bedroom/den)										
PARKER	$890,000	$8,365	$860,000	$8,040	$830,000	$7,675	$805,000	$7,250	$780,000	$6,945
(Two Bedroom Patio Home)										
THOREAU	$950,000	$10,170	$920,000	$9,770	$890,000	$9,325	$865,000	$8,810	$840,000	$8,440
(Two Bedroom/den Patio Home)										
	$95,000	**$2,500**	**$85,000**	**$2,400**	**$75,000**	**$2,300**	**$70,000**	**$2,200**	**$65,000**	**$2,100**

REVISED 10/2025