BROOKSBY VILLAGE

DISCLOSURE STATEMENT

May 2026

This Disclosure Statement is not a contract and the Provider reserves all rights to amend, revise, update, and otherwise change the Disclosure Statement at any time, in accordance with applicable laws.

BROOKSBY VILLAGE
DISCLOSURE STATEMENT

1. Continuing Care Provider. The name and address of the Provider for Brooksby Village Retirement Community is Brooksby Village, Inc. (referred to as "Brooksby Village"). Brooksby Village is a non-stock corporation organized under the laws of the State of Maryland and is qualified to do business in the Commonwealth of Massachusetts. The corporate address for Brooksby Village is: 701 Maiden Choice Lane, Baltimore, Maryland 21228. Residents will enter into the Residence and Care Agreement, attached as Exhibit 1 to this Disclosure Statement, with Brooksby Village.

Peabody Campus, LLC, a Maryland limited liability company (sometimes referred to as the "Lessor") which is authorized to do business in the Commonwealth of Massachusetts, is the owner of the site. Peabody Campus, LLC has entered into a Master Lease and Use Agreement with Brooksby Village to operate the retirement community (sometimes referred to as the "Community"). Brooksby Village has also entered into a Management and Marketing Agreement with Erickson Senior Living, LLC (referred to as "Erickson Senior Living" or "Manager"), formerly known as Erickson Living Management, LLC, a Maryland limited liability company which is authorized to do business in the Commonwealth of Massachusetts, to provide certain services for the retirement community.

A diagram of the community structure described in this section is attached as Exhibit 2 to this Disclosure Statement.

2. Officers, Directors, Trustees, Managing and General Partners, and Certain Persons who Hold Equity or Beneficial Interests. Brooksby Village, Inc. is a Maryland non-stock, 501 (c) (3) corporation. As such, the corporation has no stockholders. The sole member of the corporation is National Senior Communities, Inc., a nonprofit corporation ("NSC"), formerly known as National Senior Campuses, Inc. As of July, 2008 Peabody Campus, LLC is a wholly-owned subsidiary of Brooksby Village.

A list of biographies for the directors and officers of Brooksby Village, Inc. and for the officers of Erickson Senior Living is attached to this Disclosure Statement in Exhibit 3. The business address for all directors and officers of Brooksby Village, Inc. and Erickson Senior Living, LLC, is 701 Maiden Choice Lane, Baltimore, Maryland 21228.

3. Business Experience in the Operation or Management of Similar Facilities. Brooksby Village, Inc. has been the provider for this community since opening. The Board of Directors of Brooksby Village has experience in similar communities since many of its members are also members of the Board of Directors for Linden Ponds in Hingham, Massachusetts and of other communities affiliated with NSC, the sole member of Brooksby Village.

Erickson Senior Living has managed the community since May 2010. Erickson Senior Living's management team has experience in managing and developing retirement communities

including the current network of communities that combine a maintenance-free active lifestyle with a host of amenities, social activities, and wellness and medical centers.

Erickson Senior Living currently manages the Charlestown Retirement Community in Catonsville, Maryland, Oak Crest Village in Parkville, Maryland, Seabrook Village in Tinton Falls, New Jersey, Riderwood Village in Silver Spring, Maryland, Brooksby Village in Peabody, Massachusetts, Cedar Crest Village in Pompton Plains, New Jersey, Ann's Choice in Warminster, Pennsylvania, Fox Run Village in Novi, Michigan, Linden Ponds in Hingham, Massachusetts, Eagle's Trace in Houston, Texas, Maris Grove in Concordville, Pennsylvania, Highland Springs in Dallas, Texas, Wind Crest in Highlands Ranch, Colorado, Tallgrass Creek in Overland Park, Kansas, Ashby Ponds in Ashburn, Virginia, Lantern Hill in New Providence, New Jersey, Devonshire in West Palm Beach, Florida, Windsor Run in Matthews, North Carolina, Siena Lakes in Naples, Florida, Avery Point in Richmond, Virginia, Woodleigh Chase in Fairfax, Virginia and The Grandview in Bethesda, Maryland.

4. Ownership of Real Property & Financings Affecting the Property. The property on which Brooksby Village is located is currently owned by Peabody Campus, LLC which purchased the property in 1999. In 2002, Brooksby Village and Peabody Campus entered into a Purchase Option Agreement for the eventual purchase of the Community by Brooksby Village.

On June 30, 2008, Brooksby Village completed the purchase option by purchasing all of the member interest in the landowner, Peabody Campus, LLC, for a purchase price of: i) forgiveness of the outstanding community loan of deposits from Brooksby Village to Peabody Campus by acquisition of Peabody Campus; ii) the $55,000,000 Purchase Deposit remitted at the execution of the Purchase Option Agreement; and iii) a deferred amount not to exceed $19,715,086.

In 2013, Brooksby Village entered into an agreement with the Massachusetts Development Finance Agency to issue $62M in tax-exempt revenue bonds with a 10-year maturity. The proceeds were used to refund Brooksby Village's previously issued 2004 bonds and to provide additional liquidity to finance the construction of a new Assisted Care building.

In November 2017, Brooksby entered into agreements with the Massachusetts Development Finance Agency and Branch Banking & Trust Co. to issue $30M in a tax-exempt revenue bond (the Series 2017 Bond) in order to fund repositioning projects and capital expenditures at the community. The bond issued by the Agency was purchased by BB&T as a tax-exempt non-bank qualified loan. BB&T agreed to lend the proceeds to Brooksby for the duration of the projects with a 12-year mandatory tender date. At the time of closing BB&T made an initial advance to Brooksby of $848,000 which included $421,812 in costs associated with the issuance.

2020 Obligated Group Financing - Brooksby Village, together with Cedar Crest Village, Inc., Greenspring Village, Inc, Seabrook Village, Inc, Ann's Choice, Inc., and as of March 1, 2022, Linden Ponds, Inc. and Subsidiary (collectively, the "Obligated Group" or the "Obligated Group Members") established an obligated group financing structure for the purpose of issuing

and securing debt, mitigating credit and interest rate risk and enhancing future access to capital. All of the Obligated Group Members are the owners of continuing care retirement communities ("CCRCs"), are exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code, and are under the common control of their sole member, NSC, also a 501(c)(3) organization. NSC is not an Obligated Group Member. The Brooksby Village and Linden Ponds CCRCs are located in Massachusetts; Cedar Crest in New Jersey; Greenspring in Virginia; Seabrook in New Jersey; and Ann's Choice in Pennsylvania.

The Obligated Group Members collectively issued approximately $505 million in principal amount of indebtedness consisting of tax-exempt fixed and variable rate debt, and a taxable bank loan (the "Obligated Group Financing") which is a joint and several obligation of the Obligated Group Members for the purpose of (a) refunding all outstanding prior indebtedness of the Obligated Group Members, (b) financing repositioning and capital improvement projects of certain of the Obligated Group Members, and (c) paying for certain costs incurred with the issuance of the bonds and termination of existing interest rate swaps. The Obligated Group Financing is secured by a pledge of the gross revenues of the Obligated Group Members. By an agreement among the Obligated Group Members (which would not affect the rights of the bondholders and the bank vis a vis the Obligated Group Members), the amount of the debt and debt service will be allocated among the Obligated Group Members in proportion to their direct use of the Obligated Group Financing proceeds.

As a result of the financing, the total amount of outstanding indebtedness allocable to Brooksby Village is now approximately $100 million and will be used to satisfy a portion of the costs of terminating existing interest rate swap agreements, and has supported planned and completed repositioning projects over the last five years.

5. Location and Description of Real Property. Brooksby Village is located on approximately 90 acres in Peabody, Massachusetts. Construction of the community began in the spring of 1999 and was substantially completed in June 2007.

Erickson Senior Living communities are designed to emulate a college campus atmosphere for senior citizens. Brooksby Village is comprised of small clusters of buildings of various sizes and shapes. Currently all of the buildings are joined with glass-enclosed air-conditioned and heated bridges and walkways, but future buildings may not be interconnected. As of 2014, the Community is a tobacco-free campus, and residents and their guests must abide by the Community's rules restricting smoking and use of tobacco products.

The independent living component of the community includes approximately 1350 Independent Living Units divided between 3 neighborhoods. Each neighborhood features a community center which contains a dining area, classrooms, activity spaces, and other common areas. Certain community centers also include beauty salons, bank, convenience store/pharmacy, chapel, on-site therapy space, a library lounge, a fitness center and a pool for the whole community. The community also has an on-site medical center with services provided by both primary care practitioners and sub-specialists.

For those residents who need additional help with the activities of daily living or long term care, Brooksby Village also features an on-site health care neighborhood ("Continuing Care at Brooksby Village"). Continuing Care at Brooksby Village repositioned beds in 2021 and 2022 to meet evolving resident needs. The community includes 124 assisted care units and 104 private nursing rooms, some of which are used for rest home services, including recall reminders and engagement.

6. Affiliation with Religious, Charitable, or other Nonprofit Organization, Tax Status of Provider.

6.1 Affiliation with Religious, Charitable, or other Nonprofit Organization. Brooksby Village, Inc. is a non-profit corporation which is exempt from taxation as a 501(c)(3) organization. The sole member of Brooksby Village is NSC, a nonprofit corporation. Brooksby Village is not affiliated with any other religious, charitable or non-profit organization.

6.2 Tax Status of Provider. Brooksby Village, Inc. is a nonprofit corporation which is exempt from taxation as a 501(c)(3) organization.

7. Services provided under Continuing Care Contracts. The Residence and Care Agreement, attached as Exhibit 1 to this Disclosure Statement, provides full detail on the services included as part of the continuing care contract between Brooksby Village and the resident. The following sections are brief descriptions of the services included in the monthly fee for each level of care in the Community and a brief description of the ancillary services which would be available for an additional fee. The monthly service packages and the entrance fees are attached as Exhibit 4. Exhibit 5 shows changes in monthly service packages and ancillary service fees for the time that the community has operated or the last five years, whichever is less.

7.1 Included Services for Monthly Fee.

7.1.1 Independent Living. In addition to use of the designated Living Unit, residents in Independent Living receive the following services: Monthly Meal Plan; emergency communication system; security/safety officers on duty 24 hours a day; all utilities in the living unit including these cable/telephone/data services: Basic Cable television service (premium channels additional charge), Local, Long Distance and International landline phone services; Wireless internet service; on-site Fitness Center basic membership; pre-wiring for telephone; general maintenance of the buildings, grounds and fixtures; Insurance of buildings and grounds including insurance for the Living Unit, including the structures and fixtures in such unit, except items owned by Resident; on-campus shuttle transportation and scheduled local shuttle transportation; sewage, trash and snow removal from public areas; use of all public rooms and common areas of the Community.

7.1.2 Assisted Care. In addition to use of the designated Living Unit, residents in Assisted Care receive the following services, depending on care package: at least three meals a day; supervision, verbal and physical assistance, as appropriate, with the activities of daily

living; light housekeeping care; planned activities; emergency communication system; security/safety officers on duty 24 hours a day; the following utilities in the living unit: Basic Cable television service (premium channels additional charge) and Local, Long Distance landline phone services; pre-wiring for telephone; general maintenance of the buildings, grounds and fixtures; Insurance of buildings and grounds including insurance for the Living Unit, including the structures and fixtures in such unit, except items owned by Resident; on-campus shuttle transportation and scheduled local shuttle transportation (as medically appropriate); sewage, trash and snow removal from public areas; use of all public rooms and common areas of the Community.

7.1.3 Long Term Care/Rest Home. In addition to use of the designated nursing room, residents in Long Term Care receive the following services: at least three meals a day; tray service, nursing care, medicine administration; individual care plans; housekeeping care; planned activities; social worker services, emergency communication system; security/safety officers on duty 24 hours a day; the following utilities in the living unit: Basic Cable television service (premium channels additional charge) and Local, Long Distance landline phone services; general maintenance of the buildings, grounds and fixtures; Insurance of buildings and grounds including insurance for the Living Unit, including the structures and fixtures in such unit, except items owned by Resident; sewage, trash and snow removal from public areas; and use of all public rooms and common areas of the Community. Residents in designated Rest Home beds will also receive services for recall reminders and engagement.

7.2 Ancillary Services. Brooksby Village also makes the following services available to Residents for an additional fee: tray service to Residents in Independent Living or Assisted Care; housekeeping and laundry service for residents in Independent Living or Assisted Care; extra meals for Residents in an Independent Living Unit (unless covered by meal plan); guest meals; lodging in guest rooms on a temporary and space available basis; limited personal storage space; reserved parking space; snow removal from resident cars; consultation with a social worker; on-site Fitness Center premium services, classes or personal training; home care services in an Independent Living Unit and home care services in an Assisted Care Room for one-on-one care by a nursing aide; and therapy services.

Brooksby Village also contracts with outside providers for the following services at the Community: medical services provided through the on-site Medical Center; laboratory services; medical supplies; prescription drugs; and hospice program. These services are provided at an additional fee and will be billed separately by the outside providers.

7.3 Services Not Available at Facility. Except for those listed healthcare services included in the monthly fee for Residents in Assisted Care or in the Long Term Care or the ancillary services listed in Section 7.2, Brooksby Village does not provide advanced medical care such as acute care or psychiatric care. Brooksby Village is not responsible for making funeral arrangements for Residents or for other personal debts of Residents.

8. Certified Financial Statements. Certified financial statements for Brooksby Village are included in Exhibit 6 of this Disclosure Statement.

9. Admission of New Residents. In order to become a resident, an applicant must be 62 years of age or older. From a financial standpoint, Brooksby Village generally requires that a prospective resident's net assets are sufficient to pay 35 months of a blended rate based on projected fees in the continuing care units and monthly income of 1.4 times the Monthly Service Package for the resident's living unit. Brooksby Village will also conduct a pre-residency meeting with the prospective resident. Pre-Residency meetings are meant to assist Brooksby Village in determining the appropriate level of care or services for the prospective resident, whether independent living, assisted care, or nursing care. If Brooksby Village does not have an appropriate level of care for the individual, it will so inform the applicant and will refund any portions of the Entrance Fee paid. New residents must abide by the terms of the Residence and Care Agreement and the community's reasonable rules and regulations including those in the Resident Handbook.

10. Other Material Information Required by the Department or as Provider Wishes to Include. Brooksby Village is an equal housing opportunity provider and intended to be housing for older persons.

TABLE OF EXHIBITS

Exhibit 1:	Residence and Care Agreement
Exhibit 2:	Diagram of Community Operating Structure
Exhibit 3:	Executive Biographies
Exhibit 4:	Schedule of Entrance Fees & Fees
Exhibit 5:	Changes in Periodic Charges
Exhibit 6:	Certified Financial Statements

EXHIBIT 1
RESIDENCE AND CARE AGREEMENT

Summary:
Exhibit One, the Residence and Care Agreement, is the most pertinent document in this Disclosure Statement for the prospective resident. The Residence and Care Agreement details the services the resident will receive, the facilities the resident will use, the rights and responsibilities the resident will accept, and the costs associated with living at the Community. Brooksby Village has detailed its policies on a full range of issues, including common every day issues such as meal policies, fee-for-service health care, and the procedure for the return of the resident's 90% refundable entrance fee. In addition to the Residence and Care Agreement, there are various sample forms such as the application forms, refund forms, note, etc. These are samples only and every form does not necessarily apply to every resident.

BROOKSBY VILLAGE
RESIDENCE AND CARE AGREEMENT

May 2026

THIS MATTER INVOLVES A SUBSTANTIAL FINANCIAL INVESTMENT AND A LEGALLY BINDING CONTRACT. IN EVALUATING THE DISCLOSURE STATEMENT AND THE CONTRACT PRIOR TO ANY COMMITMENT, IT IS RECOMMENDED THAT YOU CONSULT WITH AN ATTORNEY AND FINANCIAL ADVISOR OF YOUR CHOICE, IF YOU SO ELECT, WHO CAN REVIEW THESE DOCUMENTS WITH YOU.

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BROOKSBY VILLAGE
RESIDENCE AND CARE AGREEMENT

This Residence and Care Agreement (the "Agreement") is made and entered into the ____ day of _____, _____ by and between Brooksby Village, Inc. (referred to in this Agreement as "We", "us" or "Brooksby Village") and _____ (referred to in this Agreement as "You" or the "Resident(s)").

RECITALS

R.1 Brooksby Village (the "Community") is a continuing care retirement community located in Peabody, Massachusetts developed in phases to offer various living accommodations and services to seniors, as described herein.

R.2 Brooksby Village is the operator of the Community and is a registered continuing care provider under the laws of the Commonwealth of Massachusetts. Brooksby Village desires to provide certain services listed in this Agreement to Resident and Resident desires to receive such services.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. DESCRIPTION OF COMMUNITY

The Community includes Independent Living Units, Assisted Care Units and Nursing Units. As of 2014, the Community is a smoke-free campus and you hereby agree to abide by our rules restricting smoking (see Section 13.7).

1.1 Independent Living Units. The Community has approximately 1352 independent living units within 3 residential neighborhoods with community buildings. The Community includes an on-site bank, beauty salon, convenience stores, guest rooms, a conference center, a full-service outpatient Medical Center, and a pool. Each club house includes dining options, classrooms, cardrooms, lounges and other common areas. Each residential neighborhood features at least one unique facility, such as the Medical Center, the swimming pool, health club, or the like.

1.2 Continuing Care at Brooksby Village. Continuing Care at Brooksby Village refers to our on-site health care neighborhood. Continuing Care at Brooksby Village houses both the Assisted Care Units and the Nursing Units. Each floor of Continuing Care at Brooksby Village includes a dining room, a resident lounge, activity rooms and a bathing core.

1.2.1 Assisted Care Units. Continuing Care at Brooksby Village includes approximately 124 Assisted Care Units, offering services for Assisted Care. We anticipate that the aggregate number of Assisted Care Units planned for the Community will adequately serve the needs of Community residents. However, in the unusual circumstances that the Assisted Care Units are fully occupied, our Medical Director, or his or her designee, first will arrange for Ancillary Services to be offered in your Independent Living Unit and second, if necessary, will assist in arranging for a transfer to an Off-Site Facility in the immediate area. See Section 8.4 for fees payable by you in the event of such a transfer

1.2.2 Nursing Units. Continuing Care at Brooksby Village includes approximately 104 Long Term Care Units ("Nursing Units"), many of which are private rooms, with certain units used for rest home services. We anticipate that the aggregate number of Nursing Units will adequately serve the needs of Community residents. However, in the unusual circumstance that the Nursing Units are fully occupied, our Medical Director, or his or her designee, will assist in arranging for a transfer to an Off-Site Facility in the immediate area. See Section 8.4 for fees payable by you in the event of such a transfer.

Section 2. TERM

The Term of this Agreement shall commence on the date on which this Agreement is executed by both parties and shall continue for your lifetime unless the Agreement is terminated earlier per Section 12 of this Agreement.

Section 3. LIVING ACCOMMODATIONS

3.1 Your Right to Occupy. You have the right to occupy and to use the following Living Unit: _____, as-is, from the Occupancy Date to the Departure Date, subject to provisions for a change in accommodations as provided in Section 11 of this Agreement. You may not assign or sublet the right to occupy a Living Unit to any other person. We will provide the Living Unit, in good condition, with neutral painted walls, and with standard carpeting and/or floors.

3.2 Joint Residents. When two (2) or more residents enter into the same Residence and Care Agreement, they are considered to be Joint Residents. Each Joint Resident is required to meet our financial requirements for entrance into the Community, as well as our health qualifications for occupancy of a selected Living Unit, whether the prospective Joint Residents move to the Community together or on different dates.

3.3 Rights of New Spouse. If during the term of residency, you marry a person who is not a resident of the Community, your new spouse will be required to meet our financial and health-related qualifications for entrance into the Community. The financial qualifications are meant to serve as a financial protection for our larger community of residents. We reserve the right to determine the appropriate level of care within the Community for the spouse or to determine that there is not an appropriate level of care within the Community for the spouse. If your spouse is not accepted, you may terminate this Agreement per Section 12.2 hereof. If your

spouse is accepted for residency, the fee structure described in Sections 7.3.2 and 8.2 for Joint Residents will apply.

3.4 Resident's Obligation to Furnish and Maintain Unit. You are responsible for furnishing the Independent Living Unit and the Assisted Care Unit and for procuring insurance for personal possessions and furnishings. We will provide furnishings and equipment, as required by law, for Nursing Units. You are also responsible to maintain any Living Unit in which you reside in a reasonably clean and habitable condition.

3.5 Customized Improvements. You may decorate the Living Unit to your personal taste with pictures, window treatments, and the like, so long as such decorations are not permanent fixtures to the Unit or can be easily removed without damaging the structural integrity of the Living Unit. All other customized improvements to any Independent Living Unit or Assisted Care Unit that you want to undertake either before or after the Occupancy Date must be approved in writing by the Executive Director. If you contract with an outside contractor, the selection of your contractor and the proposed plans or work must be approved by the Executive Director. If you contract with us to do the work, we will sign a contract to agree upon the extent of work and the charges related to the work to be done. For charges related to the removal of any improvements, please see Section 9.4. We cannot permit structural changes or customized improvements to a Nursing Unit.

Section 4. SERVICES TO RESIDENTS

We will make the following services available to you, as applicable, for the appropriate Monthly Service Package, during your residency here, unless the Agreement is terminated earlier per Section 12.

4.1 Independent Living Services. We provide the following Covered Services included in the Monthly Service Package for Independent Living:

Monthly Meal Plan (see Section 15);
All utilities in the living unit including these cable/telephone/data services:
Basic Cable television service (premium channels additional charge),
Local, Long Distance and International landline phone services,
Wireless internet service;
On-site Fitness Center basic membership;
Pre-wiring for telephone;
24 hour security system with security officer(s) and emergency alert system;
On-campus shuttle transportation;
Scheduled off-campus transportation to local shopping, as determined by us;
General Maintenance of buildings, grounds and fixtures;
Insurance of buildings and grounds including insurance for the Independent Living Unit, including the structures and fixtures in such unit, except items owned by Resident (See Section 9.5);
Sewage, trash and general snow removal from common areas; and
Use of all public rooms and common areas of the Community.

4.2 Assisted Care Services. We provide several packages for Assisted Care residents to serve different care needs. The services listed below are included in most care packages but some services may not be available for certain care packages. Further details on the services available at each level of Assisted Care and additional rights and obligations in Assisted Care will be set forth in the Assisted Care Addendum to the Residence and Care Agreement:

Provision of supervision, verbal cuing and physical assistance, as appropriate for the Resident's designated care package, in the performance of activities of daily living ("ADLs"), including ambulation, personal hygiene, dressing, toileting and eating;
Individualized plan of care;
At least three meals per day;
Regularly scheduled Registered Nurse review and assessment;
Laundry service;
Light housekeeping care, including emptying trash, light dusting, bathroom and floor cleaning as needed;
Social/recreational activities;
24 hour security system with security/safety officers and emergency alert system;
The following utilities in the living unit: Basic Cable television service (premium channels additional charge) and Local, Long Distance landline phone services;
Pre-wiring for phone service;
On-campus shuttle transportation;
Scheduled local shuttle transportation, as determined by Community (if medically appropriate);
General Maintenance of buildings, grounds and fixtures;
Insurance of buildings and grounds including insurance for the Living Unit, including the structures and fixtures in such unit, except items owned by Resident (See Section 9.5);
Sewage, trash and general snow removal in common areas; and
Use of all public rooms and common areas of the Community.

4.3 Nursing Services. We provide the following Covered Services included in the Monthly Service Package for Nursing Units. Further details on the services and additional rights and obligations in the Nursing Unit will be set forth in the Nursing Contract Addendum to the Residence and Care Agreement.

Nursing care;
Additional recall reminders and engagement (in designated Rest Home units)
At least three meals a day;
Tray service;
Individual care plans;
Daily housekeeping services;
Personal laundry and linen service;
Planned recreation;
Incontinence care and supplies;
Administration of medication;
Assistance with transfer and ambulation;

24 hour security system with security/safety officers and emergency alert system;
The following utilities in the living unit: Basic Cable television service (premium channels additional charge) and Local, Long Distance landline phone services;
General Maintenance of buildings, grounds and fixtures;
Insurance of buildings and grounds including insurance for the Living Unit, including the structures and fixtures in such unit, except items owned by Resident (See Section 9.5);
Sewage, trash and general snow removal in common areas; and
Use of all public rooms and common areas of the Community.

Section 5. ANCILLARY SERVICES

5.1 Services Available through Brooksby Village. In addition to the Covered Services described earlier in Sections 4.1, 4.2, and 4.3, we also make the following services available to you for an additional fee. Other services that are not currently listed may also be available.

Tray service to Residents in Assisted Care;
Housekeeping and laundry service for residents in Independent Living or Assisted Care;
Extra meals for Residents in an Independent Living Unit (if not included in Monthly Meal Plan;
Guest meals (if not included in Monthly Meal Plan;
Lodging in guest rooms on a temporary and space available basis;
Personal storage space;
Reserved parking space;
On-site Fitness Center premium services, classes or training;
Home health services in an Independent Living Unit;
Home health services in an Assisted Care Unit for one-on-one care by nursing aide assigned to Resident; and
Physical, speech and occupational therapy

5.2 Services Available through Outside Providers. We contract with outside providers to provide the following services to you at the Community: medical services through the on-site Medical Center; laboratory services; medical supplies; prescription drugs; and hospice care. These services will be provided at an additional fee and will be billed separately by the outside provider. Such services may be covered by Medicare or by Resident's other medical insurance. We do not charge you any additional fee for use of or access to these outside providers.

5.3 Services Not Provided. We do not provide hospice care, acute hospital care, or any institutional care other than care that is appropriate in an Assisted Care Unit and comprehensive care in a Nursing Unit or otherwise covered under the terms of this Agreement. We will assist with any necessary transfers to such facilities; however, you will be responsible for the cost of such care.

Section 6. OTHER RESIDENT RIGHTS

6.1 Residents' Association. You have the right to participate fully in a Residents' Association, or other organization of residents by whatever name designated and to meet privately to conduct business.

6.2 Resident Guests. You have the right to receive guests and visitors at the Community and to allow such guests and visitors to stay in an Independent Living Unit on a temporary basis, subject to our reasonable policies and procedures for use of the Community. Guest meals (unless covered by the Monthly Meal Plan as defined), guest cots, or rental of one of the Community's guest rooms will be treated as an Ancillary Service, the costs of which are chargeable to you.

6.3 Physicians and Other Professionals. You have the right to select attending physicians and other health care professionals, provided such physicians or other health care professionals shall agree to follow our reasonable policies and procedures and applicable federal and Commonwealth laws, rules and regulations. You are not required to use the on-site Medical Center or the physicians practicing there.

Section 7. ENTRANCE FEE

7.1 Payment of Entrance Fee. You will pay or have paid to us a total Entrance Fee as shown in Schedule I. The payment of the Entrance Fee may be made in a series of deposits on or before taking occupancy of your Living Unit at the Community. In the case of Joint Residents, the Entrance Fee shall be deemed to be a joint asset of the Joint Residents with a right of survivorship and may be used for the care of either Joint Resident. We do not require an additional Joint Resident Entrance Fee if Joint Residents occupy the same Living Unit. Ten percent (10%) of your Entrance Fee is designated as the non-refundable Community Fee. The Community Fee is earned by the Community upon termination of this Agreement either by your death or pursuant to subsections 12.2 or 12.3 of this Agreement.

7.2 Use of Entrance Fees. Any and all deposits made by you toward the total Entrance Fee for a Living Unit will be held by us until you either occupy the selected Living Unit or when such Living Unit is ready for occupancy, whichever first occurs. Once the Living Unit is occupied or ready for occupancy, we can fully use the Entrance Fee including the Community Fee. We normally use the Entrance Fees for financing, operational costs, or future refunds for the Community. Appreciation in new Entrance Fees is normally used by us generally for capital repairs, improvements to benefit the Community, and for any reserve funds, but we may use the Entrance Fees for any other mission related purpose. However, you will retain the right to the 90% Refund Amount as discussed in this Section 7. In the case of Joint Residents, the Entrance Fee shall be deemed to be a joint asset of the joint Residents with the right of survivorship and may be used for the care of either joint Resident. No interest shall be paid to you on your Entrance Fee.

7.3 Adjustments to Entrance Fee. You will not be required to pay an additional or increased Entrance Fee as long as you reside in your original Living Unit. You retain the right to

the 90% Refund Amount, upon the termination of this Agreement, as discussed in Sections 7.4, 7.5, and 7.6 of this Agreement. Your Entrance Fee, minus the Community Fee, is also available for your maintenance and support as provided in Section 10.

7.3.1 If you request a permanent transfer from one Living Unit to another Living Unit with a higher Entrance Fee and we approve the transfer, you must pay to us an additional deposit for the new Living Unit to which you are transferring. The amount of the additional deposit will vary, depending on the market conditions for your current Living Unit and for the desired new Living Unit at the time of the transfer. We will advise you of the additional deposit prior to the transfer and you may then decide whether or not to proceed with the transfer. Ten percent (10%) of the additional deposit paid will be added to the Community Fee and will be non-refundable.

7.3.2 If your new spouse is accepted as a resident in the Community and is placed in a Living Unit other than your current Living Unit (see Section 3.2 of this Agreement), you and your new spouse must pay us an additional Entrance Fee for the spouse's Living Unit and the new spouse must sign a separate Residence and Care Agreement for the new Living Unit.

7.3.3 You will normally not be entitled to a refund or decrease of the Entrance Fee due to any temporary or permanent transfer, for whatever reason, during the Term of this Agreement. However, we may make a partial refund of the Entrance Fee, minus the Community Fee, to you in the following circumstances: 1) You transfer to a smaller Independent Living Unit than the Independent Living Unit which you currently occupy; and 2) the Entrance Fee for the smaller Independent Living Unit is currently lower than the Entrance Fee that the one you originally paid for an Independent Living Unit. In these specific circumstances, we may elect to refund the difference between the current Entrance Fee for your new Independent Living Unit and the original Entrance Fee paid by you but minus the Community Fee.

7.4 Refund Prior to Occupancy. We shall pay a refund of the Entrance Fee to you or your representative, as appropriate, if the Agreement is canceled or terminated prior to the Occupancy Date as described in Section 12.1. We will refund the Entrance Fee within thirty (30) days following the termination of the Agreement pre-occupancy. If one joint resident dies prior to occupancy, the remaining resident may, but is not required to, rescind this Agreement. The surviving resident may request a different living unit and we will refund or charge any difference in the Entrance Fee between the living units; provided, however, that this election is made in writing at least thirty (30) days prior to occupancy.

7.5 Refund after Occupancy. After occupancy of the Living Unit and subject to the terms and conditions of this Agreement, we shall pay the 90% Refund Amount as provided in this Section 7.5 and Section 7.6. Your refund will be equal to ninety percent (90%) of the total Entrance Fee unless: (i) the Entrance Fee, minus the Community Fee, has been partially or fully spent down for your care and maintenance per Section 10 of this Agreement, (ii) you or your representative, as the case may be, elect to deduct any outstanding fees and charges from the 90% Refund Amount for your convenience, or (iii) you or your representative elect to take a lower statutory refund, as described in Section 7.6.3 below, for your convenience.

7.5.1 Termination By Resident During Lifetime. If you terminate the Agreement at any time after the Occupancy Date, we will have earned the Community Fee and shall pay the 90% Refund Amount within sixty (60) days of the date that you become eligible for refund from the Refund Account per section 7.6. We will pay the 90% Refund Amount to the duly designated beneficiaries named in your Refund Form or, if there is no Refund Form, then to you as the Resident. If one Joint Resident terminates that Joint Resident's agreement, there will be no refund of any portion of the Refund Amount; instead, so long as the remaining resident continues to reside at the Community, the Entrance Fee (minus the Community Fee) shall be deemed to have been paid entirely on behalf of the remaining resident to be used for the remaining resident's care if necessary, and the Refund Amount will eventually be paid to the remaining resident, to the beneficiaries named in the remaining resident's Refund Form, or to the remaining resident's estate.

7.5.2 Termination Due To Death of Resident. If you die after the Occupancy Date, we will have earned the Community Fee and shall pay the 90% Refund Amount within sixty (60) days of the date that you become eligible for refund from the Refund Account per section 7.6. We will pay the 90% Refund Amount to the duly designated beneficiaries named in a Refund Form or, if there is no Refund Form, then to your Estate. If one Joint Resident dies, there will be no refund of any portion of the 90% Refund Amount; instead, so long as a surviving resident continues to reside at the Community, the Entrance Fee (minus the Community Fee) shall be deemed to have been paid entirely on behalf of the surviving resident to be used for the survivor's care if necessary, and the 90% Refund Amount will eventually be paid to the survivor, to the beneficiaries named in the survivor's Refund Form, or to the survivor's estate.

7.5.3 Termination by Brooksby Village. If we terminate the Agreement for good cause (see subsection 12.3 of this Agreement), we will have earned the Community Fee and shall pay the 90% Refund Amount within sixty (60) days of the date that you become eligible for refund from the Refund Account per section 7.6. We will pay the 90% Refund Amount to the duly designated beneficiaries named in your Refund Form or, if there is no Refund Form, then to you as the Resident. If we terminate this Agreement without good cause (see subsection 12.3 of this Agreement), we will not earn the Community Fee.

7.6 Refund Account & Refund Eligibility. These provisions describe how we pay the 90% Refund Amount to you, your representative, or beneficiaries, as the case may be:

7.6.1 We have established a Refund Account for paying the 90% Refund Amount per the terms of this Agreement. The Refund Account is funded by the receipt of all or a portion of new Entrance Fees from new residents who subscribe Participating Independent Living Units. Please see the definition of "Refund Account" in Section 15 for explanation on funding the Refund Account and Participating Independent Living Units. When the Agreement terminates during your lifetime for any reason or if the Agreement terminates due to your death, you or your representative must (a) promptly vacate and remove all possessions from the Living Unit, (b) turn in the keys, (c) sign a

Unit Release for the Living Unit, and (d) either pre-approve the final bill or, if you do not pre-approve the bill, then reach an agreement with us on the amount of the final bill. If you occupied any other Living Units at the Community, all previous units also must be vacated and released. When the foregoing steps are completed, we then assign you a Refund Number for the Refund Account.

7.6.2 We pay the 90% Refund Amount based on assigned Refund Numbers generally proceeding in sequential order. If you have the next assigned Refund Number in sequence, you are eligible for your 90% Refund Amount when: (i) your final bill has been generated and sent to you, (ii) you or your representative has paid your final bill, and (iii) the funds in the Refund Account are sufficient to fully pay the 90% Refund Amount to you**.**

7.6.3 Instead of receiving the 90% Refund Amount per Sections 7.6.1 or 7.6.2, you or your representative upon your death, as the case may be, can elect on termination of this Agreement to receive a statutory refund of the Entrance Fee, which is made regardless of the sequential Refund Numbers. If you elect the statutory refund, then you will receive a refund equal to the Entrance Fee minus one percent (1%) of the Entrance Fee for each month of your occupancy. Your Entrance Fee may also have been adjusted during your residency if you applied for spend-down per Section 10 of this Agreement. You will receive the statutory refund within thirty (30) days from your Departure Date but you must also pay your final bill to Brooksby Village. If you elect to receive the statutory refund, this payment will constitute your refund in full.

Section 8. MONTHLY SERVICE PACKAGES

8.1 Monthly Service Package. During the term of this Agreement, you must pay the applicable Monthly Service Package for the Living Unit. As of the date of this Agreement, the applicable Monthly Service Package for Resident's current Living Unit is shown in Schedule I. Monthly Service Package The Monthly Service Package is due and payable each month, in advance, within five (5) days of the monthly statement; provided, however, that the Monthly Service Package for the month during which you first take occupancy of the Living Unit shall be payable in arrears on a pro-rated basis with the payment of the Monthly Service Package for the first full calendar month occurring during the term of this Agreement. Our acceptance of partial payment of the Monthly Service Package does not constitute a waiver of such outstanding fees and charges unless we agree to a waiver in writing. We may charge interest at a rate of one and one-half percent (1.5%) per month on any overdue amounts.

8.2 Monthly Service Package for Joint Residents. Joint Residents occupying the same Living Unit shall pay the appropriate Monthly Service Package for double occupancy of the Living Unit. If Joint Residents occupy different Living Units, both Residents shall be jointly and severally liable for the full Monthly Service Package for both Living Units. This fee structure applies to Joint Residents who move to the Community together and to a Resident and a non-resident who are accepted to the Community on different dates.

8.3 Adjustments to the Monthly Service Package. The Monthly Service Package may be revised from time to time. We normally use the Monthly Service Package to cover the expenses of providing covered services to Residents but we may use the Monthly Service Package for any other mission related purpose. We generally adjust fees on an annual basis after having evaluated those factors that we perceive to be relevant to the costs associated with operating the Community and other financial requirements. Normally such changes will be made to become effective on January 1 of the next calendar year with notice of THIRTY (30) DAYS to residents in Independent Living, notice of FORTY-FIVE (45) DAYS to residents in Assisted Care, and notice of SIXTY (60) DAYS to residents in Nursing Care. However, except for changes required by State or Federal assistance programs, we reserve the right, at any time, upon thirty (30) days' notice to you, to adjust the independent living Monthly Service Packages and upon sixty (60) days' notice to adjust the Monthly Service Package or daily rates in Continuing Care to reflect any additional cost or liability for which there is no adequate, budgeted reserve, including, but not limited to, tax liability for real estate taxes relating to the Community, increased operating expenses and inflation.

8.4 Monthly Service Package in the Event of a Temporary Transfer. In the event that you temporarily transfer to another Living Unit in the Community or to an Off-Site Facility, you must pay the Monthly Service Package for your permanent Living Unit in addition to the Monthly Service Package for the temporary Living Unit or the Off-Site Facility, as the case may be. Payment of the Monthly Service Package for your permanent Living Unit assures that such permanent Living Unit will remain available to you during the time of the temporary transfer. The Monthly Service Package for a temporary Living Unit at the Community shall be prorated on a daily basis for the period of the temporary transfer.

During the period of the temporary transfer, your Monthly Service Package for the permanent Living Unit shall be adjusted as follows: (1) if a single Resident or one Joint Resident transfers, the Monthly Service Package will be reduced by a single Non-Occupancy Credit as applicable and as defined in Section 15 of this Agreement, (2) if both Joint Residents transfer from a double occupancy Unit, the Monthly Service Package will be reduced by the two-person Non-Occupancy Credit as applicable, (3) if both Joint Residents transfer, one from a Living Unit and one from another Living Unit, each Resident's Monthly Service Package shall be reduced by the respective Non-Occupancy Credit as applicable.

Upon your return to the permanent Living Unit, you must continue to pay the current Monthly Service Package associated with such Living Unit and shall cease to pay the additional Monthly Service Package for the temporary Living Unit.

8.5 Monthly Service Package in the Event of a Permanent Transfer to a Different Living Unit. If you permanently transfer from one Living Unit to another Living Unit at the Community, you are responsible for payment of the Monthly Service Package, pro-rated and less the Non-Occupancy Credit as applicable, for the vacated Living Unit until you completely vacate, remove all possessions from the vacated Living Unit, and return the keys for the vacated Living Unit to us.

8.6 Monthly Service Package in the Event of a Termination of Agreement. If you terminate this Agreement, or if we terminate this Agreement for good cause in accordance with Section 12.3, or if this Agreement should terminate by reason of your death, then you or your estate, as the case may be, shall be responsible for the payment of the Monthly Service Package for the vacated Living Unit, less the Non-Occupancy Credit as applicable, until a period of up to and including ninety (90) days from the date that both of these conditions are fulfilled: (i) you vacate the Living Unit and remove all possessions, and (ii) you sign a Unit Release Form for the Living Unit and return your keys. If you are a permanent resident of our Continuing Care at the time that residency is terminated for any reason, please refer to the applicable Continuing Care service addendum for the applicable policy. If your vacated Living Unit is re-subscribed by another new resident in less than 90 days, then the Monthly Service Package will end on the Occupancy Date for that new resident. We do not automatically deduct the remaining Monthly Service Packages, Ancillary Fees, or other fees from the 90% Refund Amount unless you or your representative so direct. Your final bill will be generated and sent to you following the expiration of the time period outlined in this Section 8.6.

Section 9. OTHER FEES, PERIODIC CHARGES, AND COSTS

9.1 Processing Service Charge. You shall pay or have paid us a Processing Service Charge, as indicated in Schedule I, in connection with your application for residence at the Community. The service charge is non-refundable.

9.2 Ancillary Services. During the term of this Agreement, you must pay us the periodic charges for any Ancillary Services (as described in Section 5) which we provide to you. The current periodic charges for Ancillary Services are attached in Schedule I. The charges for Ancillary Services are normally used by us to cover the expense of providing such Ancillary Services but we may use the Ancillary Services charges for any other mission related purpose. We may revise the periodic charges for Ancillary Services that we provide from time to time, and such change shall take effect upon our giving you thirty (30) days' notice of such increase. The charges which are based on published rates for Commonwealth or Federal assistance programs (for example, Medicare rates) shall be revised upon the effectiveness of changes to such rates. All Ancillary Services which we provide are billed on your monthly statement, and payment is due within five (5) days of your receipt of the monthly statement. Our acceptance of partial payment of the charges shall not constitute a waiver of the outstanding charges unless we agree to a waiver in writing. We may charge interest at a rate of one and one-half percent (1.5%) per month on any overdue amounts.

9.3 Other Services. Ancillary Services not provided by us and any other services that you arrange independently shall be billed directly to you, and we are not responsible for payment of or collecting payment for such services.

9.4 Refurbishing a Vacated Living Unit and Repairing Extraordinary Damage . Each time that you permanently vacate an Independent Living Unit or Assisted Care or Rest Home Unit, irrespective of the length of time of occupancy, we will perform work to clean, refurbish, and restore that Living Unit. This work will generally include, but is not limited to, cleaning or replacement of carpeting and flooring, spackling and/or painting of walls, removing

any customized improvements, replacement of fixtures, or any other appropriate repairs repairing any extraordinary damage, in our sole discretion, to bring the Living Unit back to a like-new condition. The reasonable costs and expenses of this work (the "Refurbishing Charges") are charged as follows:

9.4.1 If you first entered the Community in an Independent Living Unit and you then permanently transfer from that Independent Living Unit to an Assisted Care Unit, Rest Home unit, or a Nursing Unit, we will cover any portion of the Refurbishing Charges for work that is due to ordinary wear and tear. You will only be responsible to pay the portion of the Refurbishing Charges for work needed to repair any extraordinary damage to the Living Unit. By way of example, such extraordinary damage may include, but is not limited to, material damage to the walls, structures, or fixtures, material damage caused by pets, or material odors, stains, or damage due to smoking in the Living Unit. You must also pay the reasonable costs and expenses of removing any customized improvements that you made to the Living Unit unless we specifically agree in writing to accept those improvements for re-subscription to a new resident.

9.4.2 If you first entered the Community in an Independent Living Unit and you then permanently leave the Community from an Independent Living Unit, we will cover the Refurbishing Charges for work that is due to ordinary wear and tear. You will only be responsible to pay the portion of the Refurbishing Charges for work needed to repair any extraordinary damage to the Living Unit. By way of example, such extraordinary damage may include, but is not limited to, material damage to the walls, structures, or fixtures, material damage caused by pets, or material odors, stains, or damage due to smoking in the Living Unit, or removing customized improvements. You must also pay the reasonable costs and expenses of removing any customized improvements that you made to the Living Unit unless we specifically agree in writing to accept those improvements for re-subscription to a new resident.

9.4.3 If your last residence at the Community is a Nursing Unit and you either permanently leave the Community from that unit or you pass away, we will cover the full Refurbishing Charges for the Nursing Unit.

9.4.4 If you transfer from one Independent Living Unit to another Independent Living Unit, or if you transfer from an Assisted Care Unit or Rest Home unit to any other Living Unit, or if you permanently leave the Community from an Assisted Care Unit, or Rest Home unit, you are responsible to pay the full Refurbishing Charges.

9.5 Medical and Other Insurance. You must procure and maintain in force at your own cost the following insurance coverages:

9.5.1 You shall maintain, at your expense, one of the following coverages for health insurance: (a) the maximum coverage available to you under Medicare, Parts A, B & D and including a supplemental Medigap insurance policy; (b) a Medicare Part C/ Medicare Advantage Plan (including a Part D plan), or (c) Documented equivalent coverage, if submitted

and accepted by us, if you are not eligible for Medicare or are insured under other adequate programs. Supplemental insurance is not provided by us.

9.5.2 You must also procure and maintain, at your own expense, insurance coverage against damage of, loss to, or theft of your personal property (contents) maintained at the Community, including general liability coverage for personal liability and medical payments should a claim be made or suit brought against you for damages because of a bodily injury, including death, or property damage caused by you. Such insurance shall include liability coverage for damage caused to the Living Unit or other living units or common areas which arise out of your negligent or intentional acts or omissions. We shall be responsible for insuring the building structures, common areas and building components, the Living Unit and fixtures in the Living Unit provided by us but not including any of your personal property. You are not included nor considered as an additional insured or co-insured under our policies. We reserve all rights of recovery or subrogation for damages caused to our property.

9.6 Funeral Arrangements and Burial Expenses. Funeral arrangements and burial expenses are your responsibility. We will not make such arrangements or provide such services.

9.7 Non-Solicitation of Employees. We expend significant resources on the hiring, training and development of their employees. Recognizing this expenditure, during the Term of the Agreement, you agree not to employ any person currently employed by us, either directly or indirectly by hiring the services of any such person through a third party. You also agree not to employ any person formerly employed by us, either directly or indirectly by hiring the services of any such person through a third party, until two years have elapsed from the employee's last date of employment with us. You further agree not to solicit any person employed by us to terminate his or her employment in order to work for you directly or indirectly through a third party.

Section 10. FINANCIAL INABILITY TO PAY

It is our policy not to terminate a resident's occupancy for the resident's financial inability to pay provided that the resident is otherwise in compliance with the terms of such resident's Residence and Care Agreement. To the extent that it is financially feasible, we will assist residents who are unable to pay full Monthly Service Packages by providing financial assistance as described in this Section 10.

To ensure that our charitable intentions are equitably allocated for the benefit of as many residents as possible, we require that, in the event that you claim to be unable to make full monthly payment by reason of financial inability, you must take any or all of the following actions, as directed by the Executive Director. We have the right, but not the obligation, to initiate financial assistance if we independently determine that you need financial assistance.

10.1 If your sources of funds, including expenditures of principal and the guaranty, if any, are inadequate for you to make the payments required under this Agreement, you must file with the Executive Director, on appropriate forms provided by the Executive Director, a Statement of Financial Inability to Pay. As part of the Statement of Financial Inability, you must

disclose your remaining available assets and income. The Executive Director will review your financial position to determine the existence of any outside assets, including any guaranty agreements, which may first be spent for your care.

10.2 If you have outside assets other than the Entrance Fee, the Executive Director will establish a Spending Plan for you to spend the outside assets and to obtain assistance from other available means. If you can qualify, you will take the necessary steps to obtain county, state, and federal aid or assistance including Medicare, public assistance and any other public benefit program. You agree to execute any and all documents necessary to make and perfect such claims or rights. If you fail to cooperate with the Spending Plan for the outside assets, such failure may constitute good cause for termination of the Agreement due to non-payment of fees in accordance with Section 12.3 of this Agreement.

10.3 After you complete the Spending Plan or if you have no available assets other than the Entrance Fee, we will spend-down an amount up to the Entrance Fee minus the Community Fee. After depletion of outside assets, the Entrance Fee (less the Community Fee) is considered available to you for your maintenance and support. You may access these amounts, without moving from the Community, to pay any and all fees at the Community including any Monthly Service Packages or to pay another provider for support and maintenance if your income and other resources are insufficient to pay for support and maintenance. The Executive Director will notify you when spend-down is available and will give the effective date. You will receive periodic statements reflecting the remaining balance of the Entrance Fee (less the Community Fee).

10.4 Upon completion of the spend-down, you may qualify for assistance from the resident care fund established by us to the extent that it is financially feasible. If you are approved for such assistance, the Executive Director shall inform you of the amount which the resident care fund will contribute to the monthly fees and the amount which you must contribute to the Monthly Service Package.

10.5 If requested by us, you will transfer to an alternate Living Unit at the Community if and when available.

10.6 You will provide periodic statements of financial condition and copies of income tax returns as the same may be requested from time to time by us. You will notify us of any and all assets acquired by you through any means thereafter, and you will assign or pay such property received to us in an amount equivalent to the total outstanding charges and fees, owed by you.

10.7 When you are notified by the Executive Director approximately three months before the projected depletion of your remaining Entrance Fee (less the Community Fee), you agree to immediately apply for Medicaid if available. You also agree to execute any and all documents necessary to make and perfect such claims or rights.

Section 11. TRANSFERS

11.1 Temporary and Permanent Transfers. For purposes of this Agreement, a temporary transfer is a transfer of an anticipated finite duration. During a temporary transfer, your permanent Living Unit shall remain available to you as long as you continue to pay the Monthly Service Package in accordance with Section 8.4. A permanent transfer is a transfer of indeterminate duration. During a permanent transfer, you will be requested to release the Living Unit. After a permanent transfer, if you are able to qualify to return to your previous Living Unit or to a different, medically appropriate Living Unit at the Community, you will have the right to occupy the Living Unit subject to our approval and to the availability of such Living Unit.

11.2 Transfer at the Election of Resident. You may elect to transfer, on a temporary or permanent basis, to an alternate Independent Living Unit, an Assisted Care Unit, Nursing Unit or an Off-Site Facility by giving notice to us. All transfers within the Community shall be subject to the availability of the elected alternate Living Unit and to subject to our approval.

11.3 Transfer at the Election of Brooksby Village - Non-Emergency. All decisions regarding a transfer of any resident, except for emergency transfers, shall be made by a committee consisting of the Executive Director (or his or her designee) and the Medical Director (or his or her designee) (collectively referred to as the "Committee"). The Committee will consult with you or your legal representative. If you have a Guarantor or ombudsman, such person also will be consulted if you so request. We attempt to interact with you or your representative with the goal of achieving a consensus on the need for a transfer although a consensus is not always achieved.

You will not be transferred, temporarily or permanently, to a different Living Unit unless (1) in the opinion of the Committee, such transfer is deemed appropriate for the protection of your health and/or safety or the general and/or economic welfare of other residents, (2) in the opinion of the Committee, the transfer is deemed necessary due to financial inability to pay the Monthly Service Package, or (3) in the case of a permanent transfer to an Off-Site Facility that provides treatment for mental disorders, the need for such transfer is certified by two physicians or one physician and one psychologist. If you are transferring due to event (1) or (3) listed above and the Living Unit is occupied by a Joint Resident, the remaining Joint Resident may continue to occupy the Living Unit.

The Committee shall give you thirty (30) days advance written notice of the proposed transfer. You or your representative, shall notify us of any objection to the permanent transfer within ten (10) days of receipt of the notice. If you or your representative do not consent to the transfer, the Committee may, in its discretion and in lieu of a transfer, require Ancillary Services be provided to you if a higher level of care is deemed appropriate in the opinion of the Committee for the protection of your health and safety or the welfare of other residents. If you or your representative do not consent to either the transfer or the provision of Ancillary Services, we may consider such refusal to constitute good cause to terminate the Agreement in accordance with Section 12.3 hereof.

11.4 Transfer at the Election of Brooksby Village - Emergency. If your health and safety or the health and safety of other residents require immediate action, the Executive Director with the approval, if reasonably obtainable, of the Medical Director, may transfer you from your current Living Unit to a different Living Unit or an Off-Site Facility, on a temporary or permanent basis. Emergency circumstances arise when there is a danger of immediate, irreparable harm to your health and safety or to the health and safety of other people at the Community. In the event that you are required to be transferred to Continuing Care at Brooksby Village during a period that you are suffering from legal incompetency, you agree to be bound by the terms of the Agreement in effect at the time of such transfer.

11.5 Use of Living Unit. In the event of a temporary transfer, whether at your election or at our election, your prior Living Unit will remain available to you as long as you continue to pay the Monthly Service Package for the permanent Living Unit in accordance with Section 8.4 hereof.

In the event of a permanent transfer, whether at your election or our election, you or your representative shall sign Living Unit Release Transfer form unless you are one of Joint Residents and the other Joint Resident remains in the Living Unit. After receipt of notice of permanent transfer, you shall take all reasonable steps to vacate the Living Unit before the date set for the transfer. You or your representative shall then be responsible for vacating the Living Unit and removing all personal possessions from the Living Unit. We shall have the right to show the Living Unit to interested applicants as of the Departure Date indicated in the Unit Release Form.

If you fail to vacate the Living Unit by the indicated Departure Date or, in the event of a transfer by us, within sixty (60) days from the notice of transfer, we shall have the right to store your possessions in a general storage area at the Community or to arrange for storage in a commercial storage facility, all at your expense, until disposition thereof can be made. We assume no responsibility for your stored possessions.

Section 12. TERMINATION

12.1 Automatic Cancellation or Termination Prior to Occupancy. In accordance with the laws of the Commonwealth of Massachusetts, this Agreement will be automatically canceled if the unit is not available for occupancy on the date agreed upon in writing by the parties unless the parties agree in writing to extend the occupancy date. The Agreement may also be terminated prior to occupancy in these circumstances: (i) you withdraw your application or terminate this Agreement for any reason prior to occupancy; (ii) if you die before occupying the Living Unit or are precluded from occupying the Living Unit due to illness, injury or incapacity, or (iii) we elect to terminate the Agreement prior to occupancy if we determine that you are ineligible for entrance into the Community. If the Agreement is either automatically canceled or terminated by either party prior to occupancy as described herein, we shall, within sixty (60) days, refund the Entrance Fee to you. You will not receive a refund of costs of any custom improvements or other expenses incurred at your request as set forth in a separate written addendum, signed by both parties.

12.2 Termination by Resident. After the Occupancy Date, you may terminate this Agreement at any time and for any reason by giving notice to us of your intention to terminate. Where practicable, we request at least sixty (60) days' notice of termination.

12.3 Termination by Brooksby Village. We may terminate this Agreement only for good cause which decision will be made by the Executive Director of the Community. "Good Cause" is defined as: (i) Non-payment of Fees including non-payment of the Entrance Fee; (ii) A good faith determination in writing, signed by the Executive Director and Medical Director of the Community, that you are a danger to yourself or others while remaining in the Community; (iii) Repeated conduct by you that interferes with other residents' quiet enjoyment of the Community; (iv) Persistent refusal to comply with reasonable written rules and regulations of the Community; (v) A material misrepresentation made intentionally or recklessly by you in your application for residency, or related materials, regarding information which, if accurately provided, would have resulted in either your failure to qualify for residency or a material increase in the cost of providing care and service to you under the Agreement; or (vi) Your material breach of the terms and conditions of this Agreement.

Except for termination due to non-payment of fees, we will give you thirty (30) days written notice of the termination and the reason for termination. In the event of non-payment of fees, we will give you written notice that you are in default under this Agreement for non-payment of fees. We may charge you interest on the overdue amount of one and one-half percent (1 ½ %) per month. If you fail to make full payment of all outstanding fees and charges within thirty (30) days of receipt of the notice, we may, at our election, either terminate the Agreement upon an additional thirty (30) days' notice or may require a spend-down of the Entrance Fee (less the Community Fee), in accordance with our spend-down procedures as generally set forth in Section 10 of this Agreement, to offset the overdue fees and charges. Our acceptance of partial payment of the fees does not constitute a waiver of the outstanding fees and charges unless we agree to a waiver in writing.

12.4 Vacating the Living Unit. Upon termination of the Agreement, whether at your election, our election, or due to your death, you or your representative shall sign and give to us Unit Release Form advising of your Departure Date. You or your representative shall then be responsible to vacate the Living Unit, to remove all personal possessions from the Living Unit, and turn in the keys. We shall have the right to show the Living Unit to interested applicants as of the date indicated in the Unit Release Form.

If you fail to vacate the Living Unit by the indicated Departure Date or, in the event of a termination by us within the required time for the notice of termination as provided in Section 12.3, we shall have the right to store your possessions in a general storage area at the Community or to arrange for storage in a commercial storage facility, all at your expense, until disposition thereof can be made. We assume no responsibility for your stored possessions.

Section 13. RIGHTS OF BROOKSBY VILLAGE

13.1 Community Rules and Regulations. We shall have the right to promulgate reasonable rules and regulations governing the conduct of the residents and to thereafter revise

such rules and regulations. You agree and acknowledge that you have received such rules and regulations in our current Resident Handbook (as they may be further amended). You will enjoy the fullest measure of independence consistent with the accommodation in which you live, subject, however, to the limitations of our reasonable rules and regulations now or hereafter adopted for the conduct and care of all residents. You hereby agree to abide by all such rules and regulations (as in effect from time to time), and generally to conduct yourself in such a manner as to promote the peace and harmony of the Community.

13.2 Access to Living Units at the Community. You acknowledge and accept our ability and authority to enter the Living Unit in order to carry out the purpose and intent of this Agreement and you hereby authorize such entry. Such entry includes (1) performance of authorized housekeeping duties; (2) response to medical emergencies; (3) responses to fire protection systems; (4) entry by authorized personnel in the event that you are reported missing or have not responded to a call; (5) scheduled maintenance activities; (6) to fix, repair, maintain, or update building elements in common which would include plumbing, drywall, electrical system, HVAC, or similar; and (7) enforcement of the Community's rules and regulations, including as set forth in the Resident Handbook. We acknowledge and respect your right to privacy and agree to limit uninvited entry into the Living Unit at the Community to the situations set forth in this paragraph.

13.3 Property Rights. You acknowledge that, except as expressly set forth in this Agreement, the rights and privileges granted by this Agreement do not include any right, title, lease, or any other interest in any part of the personal property or real property - including land, buildings and improvements - owned, leased or administered by us. Your rights are limited to the rights provided in this Agreement for services and the occupancy of the Living Units. Except for your right to occupy the Living Unit, any rights, privileges or benefits under this Agreement shall be subordinate to any mortgage or deed of trust or leasehold interest on any of the premises or interest in our real and personal property, to all amendments, modifications, replacement or refunding, of any such mortgage or deed of trust or leasehold interest, and to such reasonable rules and regulations governing the use of the property as shall from time to time be imposed by us. You hereby agree, upon our request, to execute and deliver any document which is required to this effect by us, or by the holder of such mortgage or deed of trust or leasehold interest to effect such subordination or to evidence the same, and appoint Brooksby Village as your attorney-in-fact to accomplish that purpose.

13.4 Limitation of Liability. You agree that we, along with our sole member/owner, any subsidiaries, our management company, and all of their members, directors, officers, and employees, are not responsible for the loss of any of your personal property due to theft or any other cause. Liability for damage to or loss of your personal property shall be limited to damage or loss caused by negligent acts or omissions of Brooksby Village employees acting within the scope of their employment.

13.5 Unauthorized Transfers of Property. The financial information which you submitted is a material aspect upon which we reasonably relied in determining your qualifications for becoming a resident of the Community. Being able to meet the financial criteria to become a resident helps assure the financial stability of this Community. Furthermore,

we are committed to take every reasonable step to assist residents who have depleted those assets through normal living expenditures so that he or she may continue to remain as a resident of the Community. However, in order to protect us from a situation wherein a resident divests him/herself of those assets for the purpose of qualifying for assistance or reduction of Monthly Service Packages, you hereby agree not to divest yourself of, to sell, or transfer any assets or property interests (excluding expenditures for your normal living expenses) that reduces the assets that you or your representative disclosed as available assets for you on admission, without having first obtained our written consent.

13.6 Religious Affiliation and Sponsorship. The sole member of Brooksby Village, Inc. is National Senior Communities, Inc. (formerly National Senior Campuses, Inc.), a nonprofit organization. There is no religious organization which maintains financial control over us.

13.7 Non-Smoking Policy. You agree to abide by our prohibition against smoking, e-smoking, or vaping in the Living Unit and in common areas as designated. You and your guests, or contractors, are also prohibited from smoking, e-smoking, or vaping in the Living Unit or in the common areas of the Community. You understand that certain prior residents will be permitted to continue smoking in their living units. You further understand that we may consider your failure to abide by the non-smoking policy as cause to terminate the Residence and Care Agreement.

Section 14. MISCELLANEOUS PROVISIONS

14.1 Documents Incorporated by Reference. This Agreement includes the Arbitration Agreement, Nursing Arbitration Agreement, Priority List Application for residence, the Financial Information Form, the Resident History/ Information Form, including Resident's medical records, if any, the Key Receipt Form, and the Refund Form. This Agreement may include a Promissory Note, a Guaranty Agreement, a Power of Attorney for property disposition, an Advance Directive, Appointment of Health Care Agent, or Living Will, and your medical insurance documentation, all of which documents are incorporated by reference and made a part of this Agreement (see Schedule II attached hereto). You acknowledge that we will rely on your statements in these documents and you warrant that all statements are true and complete to the best of your knowledge and information.

14.2 Rules of Construction. In this Agreement, the masculine, feminine and neuter genders shall be construed to be interchangeable and shall include one another to the extent that such context is necessary to provide a logical or meaningful construction of the text. Similarly, the singular and plural shall be interchangeable and shall include one another to the extent that such context is necessary to provide a logical or meaningful construction of the text. Section captions are for ease of reference only.

14.3 Non-waiver. The failure of any party in any one or more instances to insist on the strict performance, observance or compliance by the other party with any of the terms or provisions of this Agreement, shall not be a continuing waiver thereof nor construed to be a waiver or relinquishment by a party of its rights to insist upon strict compliance by the other party with all of the terms and provisions of this Agreement.

14.4 Entire Agreement. This Agreement and the documents referenced in Section 14.1 represent the entire Agreement between us, you and Guarantor, if any, and supersedes all prior Agreements and negotiations. Except as contained herein or in any contemporaneous, written agreements, there are no promises or agreements between the parties.

14.5 Amendment. This Agreement shall be amended only in writing, signed by all parties.

14.6 Severability. The invalidity or unenforceability of any provision of this Agreement or the application of any such provision, shall not affect or impair any other provisions or the validity or enforceability of the remainder of this Agreement, or any application of any other provision of the remainder of this Agreement; however, the Resident, to the extent provided by law, retains the right to rescind this Agreement if any provision is in violation of the laws of the Commonwealth of Massachusetts, as amended from time to time.

14.7 Paragraph Headings. Paragraph headings are added solely to aid in the review of this Agreement and are not to be construed to affect the interpretation of this Agreement.

14.8 Dispute Resolution.

14.8.1 Simultaneously with the signing of this Agreement, the parties shall enter into an Arbitration Agreement, which is attached hereto and incorporated herein by reference. Pursuant to the Arbitration Agreement, all parties agree that all Claims other than Excluded Claims (as such terms are defined in the Arbitration Agreement) shall be resolved through binding, individual arbitration in accordance with the terms of the Arbitration Agreement; provided that Claims involving or asserted by Joint Residents may be adjudicated in the same arbitration proceeding. The parties further agree that venue for the adjudication of any Excluded Claims shall be in Essex County, Massachusetts.

14.8.2 Notwithstanding the foregoing, if you occupy a Nursing Unit (whether temporarily or permanently), you (or your legal representative, individually and on your behalf) may elect to enter into a separate Nursing Arbitration Agreement with respect to claims arising out of or related to the Nursing Facility Addendum to the Residence and Care Agreement or the care you receive while residing in the Nursing Unit, but entering into the Nursing Arbitration Agreement will not be a condition of admission to or a requirement for continuing to receive care in the Nursing Unit. The Nursing Arbitration Agreement, if entered into, will be incorporated herein by reference. If you do not enter into the Nursing Arbitration Agreement (or if the Nursing Arbitration Agreement is not entered into on your behalf), venue for any action for the enforcement, construction, termination of, or any action arising out of or related to the Nursing Contract Addendum to the Residence and Care Agreement or the care you receive while residing in the Nursing Unit shall be in Essex County, Massachusetts.

14.8.3 All parties agree that the filing of any arbitration demand pursuant to the Arbitration Agreement or the Nursing Arbitration Agreement or of any action not subject to either arbitration agreement may include a request for an expedited hearing.

14.9. Assignment. In the event that we or any of our successors or assigns shall give you notice that any or all of the rights, duties and obligations of Brooksby Village have been assigned to a new person or entity registered as a continuing care provider under the laws of the Commonwealth of Massachusetts to provide services at the Community, you agree to recognize such new person or entity as the provider under this Agreement, to the extent of such assignment.

14.10 Electronic Signatures & Counter-Parts. Any electronic signature (including any electronic symbol or process used by a signatory with the intent to sign or authenticate) of this Agreement shall have the same legal validity and enforceability as an original, manual signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act. The parties to this Agreement may sign separately in several counter-parts, all of which together shall constitute one and the same Agreement.

14.11 Survival. The provisions of Sections 7, 8, 9, 12, 13, 14, and 15 shall survive any termination of this Agreement. Additionally, any obligation, or liability of either party under this Agreement or under any ancillary agreement executed in connection herewith, or any subsequent addenda hereto that by its nature and context are intended to survive the termination of the Agreement, shall survive the termination of this Agreement.

Section 15. DEFINITIONS

Whenever the following words or phrases appear in this Agreement beginning with a capital letter, these definitions shall apply:

Agreement: This document, including all exhibits, supplements, amendments or addenda, as signed by us, you, and Guarantor, if any.

Ancillary Services: Those services specified in Section 5 of this Agreement which either we provide or are provided by approved outside providers, the cost of which is not included in the Monthly Service Package. Periodic charges for Ancillary Services may be changed from time to time by us as specified in Section 9.2 or by the outside providers.

Brooksby Village (We/ Us): Brooksby Village, Inc.

Assisted Care Unit: Accommodations for residents who need a higher level of care and more daily assistance than is available in an Independent Living Unit, but who need a lesser degree of medical care, Assisted Care and service than is provided in the Nursing Units.

Community: The physical site and structures which we operate as a retirement community in Peabody, Massachusetts.

Community Fee: The Community Fee is defined as ten percent (10%) of the original Entrance Fee paid by you at admission. The Community Fee is earned by the Community upon termination of this Agreement either by your death or pursuant to subsections 12.2 or 12.3 of this Agreement. If you later transfer to a Living Unit with a larger Entrance Fee and paid an

additional sum towards the larger Entrance Fee, then the Community Fee is defined as ten percent (10%) of your original Entrance Fee paid at admission plus ten percent (10%) of the incremental Entrance Fee paid by you on transfer to the Living Unit with the larger Entrance Fee. The Community Fee does not decrease if you move to a Living Unit with a lower Entrance Fee.

Continuing Care at Brooksby Village: The Community building in which the Assisted Care Units and the Nursing Units will be situated. The Continuing Care facility is expected to be licensed for Assisted Care, skilled, rest home and intermediate nursing care but will not be licensed to provide chronic or acute hospital care or other institutional care. Such services, if required by you, are not services covered under the scope of this Agreement.

Covered Services: Those services specified in Section 4 of this Agreement which we make available for the applicable Monthly Service Package.

Departure Date: The date on which you or, in the event of your death, your personal representative or family, vacates the Living Unit after providing us with a signed Unit Release Form, removing all possessions from such Living Unit, and turning in the Living Unit keys. If you or your personal representative or family do not timely provide us with a signed Unit Release Form, remove the possessions, or turn in the keys, the Departure Date shall be the date on which we remove all possessions from the Living Unit and places them in a general storage area at the Community or in a commercial storage facility, all at your expense, until disposition thereof can be made. We assume no responsibility for your stored possessions.

Entrance Fee: The Entrance Fee required to be paid to us on or before the Occupancy Date as set forth in Section 7.1 of this Agreement, as may be modified, which Entrance Fee is generally paid in a series of deposits. The 10% Community Fee is deducted from the Entrance Fee.

Executive Director: The chief administrative officer of the Community appointed as such by Brooksby Village.

Guarantor: Any person or persons who guarantee your obligations to pay the Monthly Service Package or any other fees or periodic charges payable by you under the terms of this Agreement.

Independent Living Unit: Living accommodations at the Community for a resident who is able to live independently within our guidelines.

Joint Residents: Two or more residents who enter into the same Residence and Care Agreement.

Living Unit: An Independent Living Unit, Assisted Care Unit or Nursing/Rest Home Unit.

Medical Director: A licensed physician whom we officially designate as the person responsible for the direction and control of medical services offered at the Community.

Monthly Meal Plan: The standard meal plan for residents in Independent Living Units. Residents will have a plan offering either: (i) a fixed number of standard meals per month, equal to the number of days in the calendar month; or (ii) a fixed meal credit per month which allows purchase of one standard meal per day in the calendar month with a declining monetary balance as the credit is used. We will advise residents at least 60 days in advance if the Community phases from one plan to another. You may use the Monthly Meal Plan on a daily basis or as otherwise desired through the calendar month until either the number of meal allowance or the meal credit balance is exhausted for that calendar month. The Monthly Meal Plan may also be used by you for guest meals during the calendar month (some restrictions may apply for designated holiday or special cuisine meals). At the beginning of each calendar month, you receive a new set of meals or meal credits for that new month. If you do not use the all of the meal allowance or meal credit within the calendar month, any unused portion is forfeited, does not carry over to the next month, and no credit will be due to you.

Monthly Service Package: The fee payable with respect to a particular Living Unit as defined in Section 8.1 hereof, which fee includes the Covered Services specified in Section 4 hereof. Monthly Service Packages may be adjusted as provided in Section 8.3 hereof.

(Ninety Percent) 90% Refund Amount: The refund payable to you or your beneficiaries, as the case may be, upon termination of this Agreement. Your refund will be equal to ninety percent (90%) of the total Entrance Fee unless: (i) the Entrance Fee, minus the Community Fee, has been partially or fully spent down for your care per Section 10 of this Agreement, or (ii) you or your representative, as the case may be, elect to deduct the outstanding fees and charges from the 90% Refund Amount for your convenience.

Non-Occupancy Credit: You may receive a Non-Occupancy Credit to reduce your Monthly Service Package when you are, or if one of Joint Residents, then the Joint Residents are, transferred temporarily to a different Living Unit. You may receive a Non-Occupancy Credit upon request in other circumstances in the sole discretion of the Executive Director. The current Non-Occupancy Credit is provided on Schedule I, Fee Schedule. Adjustments to and policies concerning the Non-Occupancy Credit are made by us in our sole discretion. Credit is given based on the required consecutive days of absence.

Notice: For the purposes of this Agreement, notice shall be deemed to have been given to you when deposited in your community mailbox or personally delivered to you, and given to Brooksby Village when either personally delivered or delivered with return receipt to the office of the Executive Director at the Community and to General Counsel at the corporate office situated at 701 Maiden Choice Lane, Baltimore, Maryland 21228. If you have not yet taken possession of the Living Unit, then notice to you shall be given by first-class mail, postage pre-paid, to your last known address and such notice shall be deemed to be effective on the third day following such mailing. If you have been transferred to an Off-Site Facility, notice shall be given by first-class mail, postage pre-paid, to you at such Off-Site Facility and shall be deemed to be effective on the third day following such mailing.

Nursing Unit: Accommodations for residents who are unable to perform those functions necessary to live in an Independent Living Unit or an Assisted Care Unit and who need the degree of medical care, Assisted Care and service that is provided in the Nursing Center.

Occupancy Date: The date on which you are authorized by Brooksby Village to take possession of a Living Unit. On this date, you are allowed access to move belongings or to personally inhabit the Living Unit pursuant to this Agreement. Delivery of keys to you shall be deemed authorization to take possession.

Off-Site Facility: Any housing or health care facility not located within the Community and which is neither owned nor operated by Brooksby Village.

Participating Independent Living Unit: A Participating Independent Living Unit is an Independent Living Unit whose prior resident had either: (i) a Residence and Care Agreement with a 90% or 80% Refund Amount obligation, as applicable, or (ii) a Residence and Care Agreement with a refund obligation of less than 80% as applicable. We fund the Refund Account with all or a portion of such Entrance Fees. A Living Unit that has not been previously occupied with an initial Entrance Fee is not a participating unit.

Processing Fee: The non-refundable fee payable when you submit an application for residency at the Community or for a position on the futures or standby list.

Refund Account: The balance(s) which we establish to fund the contracted Refund Amount to eligible residents upon termination of the Agreement. The Refund Account is a ledger which is credited/ funded when we receive all or a portion of new Entrance Fees from new residents who sign a Residence and Care Agreement for Participating Independent Living Units. The new resident's right of rescission must also be expired for the Refund Account to receive all or a portion of the Entrance Fee. We make continued refunds from the Refund Account as new available funds are received into the Refund Account. We have the right to temporarily suspend refunds if the Refund Account has insufficient funds to pay the next sequential refund that is due. We pay the 90% Refund Amount based on assigned Refund Numbers generally proceeding in sequential order.

Refund Form: An agreement signed by you, when accepted by us, designating to whom the 90% Refund Amount shall be made upon termination of this Agreement.

Refund Number: The number assigned per Section 7.6 which determines eligibility for a refund of the 90% Refund Amount.

Refurbishing Charges: The reasonable costs and expenses of work performed to clean, refurbish, and restore that Living Unit after a resident permanently vacates the unit. This work will generally include, but is not limited to, cleaning or replacement of carpeting and flooring, spackling and/or painting of walls, removing any customized improvements, replacement of fixtures, or any other appropriate repairs repairing any extraordinary damage, in our sole discretion, to bring the Living Unit back to a like-new condition. It is intended that the Living

Unit shall be restored to the condition that it was in before it was occupied by the recent resident. The determination as to the extent of refurbishment shall be established by the Executive Director.

Repairing Extraordinary Damage: By way of example, such extraordinary damage may include, but is not limited to, material damage to the walls, structures, or fixtures, material damage caused by pets, or material odors, stains, or damage due to smoking in the Living Unit. You must also pay the reasonable costs and expenses of removing any customized improvements that you made to the Living Unit unless we specifically agree in writing to accept those improvements for re-subscription to a new resident. The extent of work is determined by Brooksby Village, in our sole discretion to put the Living Unit into like-new condition.

Resident/You: Each person designated by name in the first paragraph of this Agreement, who is a party to this Agreement.

Rest Home Care/Unit: A type of rest home unit with room accommodations for a resident who is unable to perform normal functions necessary to live in an Independent Living unit and needs additional programming and social engagement.

Spending Plan: A plan set forth by the Executive Director of the Community in the event that you are financially unable to pay your Monthly Service Packages.

SIGNATURES

IN WITNESS WHEREOF the parties have hereunto set their hands on the date appearing next to their respective signatures.

BROOKSBY VILLAGE, INC.

_____	By:_____	_____
Witness		Date

_____	_____	_____
Witness	Resident	Date
_____	_____	_____
Witness	Resident	Date

If applicable: Guarantors: I (We) _____ have read and understand the provisions of this Agreement and by signing my (our) name(s) below, agree to guaranty Resident's obligations incurred under this Agreement in accordance with the Guaranty Agreement.

_____	_____	_____
Witness	Guarantor	Date
_____	_____	_____
Witness	Guarantor	Date

Schedule I
Schedule of Fees

Total Entrance Fee for Unit: $ _____

Minus the 10% Community Fee: $_____ (non-refundable)

Current Monthly Service Package for Unit: $ _____ per month

Current Processing Fee: $ _____ per applicant

Current Ancillary Fee Schedule: See next page

Ancillary Fee Schedule

		2026
Administration		
	Non-Occupancy Credit – Independent Living Credit for Absences per day (credit starts on the 11th consecutive night or more) Single Occupancy Double Occupancy	 $18.00 $31.00
	Non-Occupancy Credit – Assisted Care	Assisted Care – Monthly Fee drops to Level A package starting 1st day of absence for duration of consecutive absence Note: if resident is already at Level A for Assisted Care, no credit is applied
Dining Services	Guest meal (Mon-Sat)	$26.00
	Guest meal (Buffet)	$26.00
	Guest meal (Holiday)	$26.00
	Child Guest meal (age 11 and under)	$13.00
	Tray Service (carry out delivery)	$7.00
	Cider House Bistro Pizza Delivery	$7.00
	Additional Resident Meal	$26.00
General Services	Additional Living Unit Key	$10.00
	Additional Exterior Door Key Replacement (per occurrence)	$110.00
	Additional Mailbox Key	$6.50
	Padlock for Storage Bin	$13.00
	Reserved Parking per month (resident registered car only)	$33.50
	Reserved Parking (covered) by month	$82.00

		2026
	(resident registered car only)	
	Additional Gatehouse Transponder	N/A
	Replacement I.D. Badge	$9.75
	Emergency Pendant-Setup Fee	$232.00
	Guest Roll Away Bed/Baby Crib, Daily	$21.00
	Storage Bin per month (Independent Living only)	$15.50
	Guest Room, Daily (Kitchenette) - $10 each additional person	$123.00
	Guest Room, Daily (Kitchen) - $10 each additional person	$123.00
	Maintenance Service per hour plus materials (1/2 hr. minimum)	$53.50
	Snow Removal (per car / per storm) 3"+	$38.25
	Jump Starts (per car)	$0
	Grounds Service per hour plus materials	$53.50
	Housekeeping per hour (one hour minimum)	$53.50
	Transportation	Destination Dependent
Resident Life	Health Club - Basic Membership	Included in MSP
	Health Club - Group Exercise	$10.00 per class
	Health Club - Enhanced Fitness & Enhanced group exercise	$29.00
	Health Club - Basic Balance-10 classes which include pre and post assessments	$51.00
	Virtual Fitness Programs (digital)	Included
	Intermissions Daily Session fee	$95.00
IT	Service calls for Computer assistance	$50.00 per 1/2 hour. $18.00 for each additional 15 min

Ancillary fees in continuing care are available on request.

Brooksby Home Support Services – 2026 Fee Schedule

Aide Services	Price
Per Hour	$52.00
>/= 4 Hours (per hour)	$42.00
Medication Reminder (per visit)	$25.00

RN Services	
Assessment	$150.00
Nurse Visit (per visit)	$132.00
Nurse Service (per hour)	$132.00

Note: Holiday fees are 1.5 times the regular rate and are in effect on: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Schedule II
Documents Incorporated

A. Arbitration Agreement / Nursing Arbitration Agreement

B. Priority List Application

C. Financial Information Form

D. Resident History Profile

E. Refund Form

F. Key Receipt Form

G. Unit Release and Unit Release-Transfer Forms

H. Guaranty Agreement (if any)

I. Power of Attorney for property disposition (if any)

J. Advance Directive, Appointment of Health Care Agent, or Living Will (if any)

K. Resident's medical insurance documentation (if any)

L. Promissory Note (if any)

M. Allonge to Promissory Note

BROOKSBY VILLAGE

ARBITRATION AGREEMENT

This Arbitration Agreement ("Agreement") is entered into between Brooksby Village, Inc. (the "**Provider**") and **[Resident (Or Resident's Representative) Name(s)].** The Agreement binds and benefits the Provider, the Resident, and the other Provider Parties and Resident Parties, as defined in Section 3 below (the "**Parties**"). This Agreement is an exhibit to and part of the Residence and Care Agreement (the "**Care Agreement**") governing the services rendered by the Provider to the Resident at Brooksby Village (the "**Community**").

1. **Binding Arbitration.** Arbitration can provide a faster and more efficient way of resolving disputes or controversies than going to court. It can also promote more amicable dispute resolution than a court proceeding. In an arbitration, rather than a jury or a judge deciding the outcome of the dispute in a public courtroom, a neutral third-party arbitrator (the "**Arbitrator**") decides the outcome after a confidential hearing including the Parties and/or their attorneys. The Arbitrator's decision is binding and, except in limited circumstances described in Section 5(H) below, cannot be appealed.

2. **Claims Subject to Arbitration**.

A. **Claims.** The Parties hereby agree that, other than **Excluded Claims** (as defined in Section 2(B) below), this Agreement applies to any and all disputes and disagreements ("**Claims**") between any Resident Party and any Provider Party that arise out of or in any way relate to the Care Agreement, the Resident's residency at the Community, the Resident's admission to and stay at the Community (including any Claims arising out of or relating to pre-admission communications and processes), and the provision of services to the Resident pursuant to or in connection with the Care Agreement and any amendments, exhibits, or addenda thereto that may be made a part of the Care Agreement from time to time, including such addenda or additional agreements signed by a Resident Party in relation to any transfer of the Resident (whether temporary or permanent) from one place of residence and/or level of care at the Community to another. Claims include, but are not limited to, any disputes or causes of action arising out of or relating to admission, care, treatment, or diagnoses; claims related to injury or death, including from negligence or intentional tort; claims related to property damage or premises liability; claims seeking equitable relief or specific performance; statutory causes of action; medical malpractice; questions as to whether any medical services rendered were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered; breach of the Care Agreement; claims for declaratory relief; and questions about the interpretation, validity, construction, and enforceability of this Agreement and the Care Agreement. The Parties agree to resolve all such Claims through binding arbitration, at the election of any Party bringing or defending a Claim, whether the conduct or events giving rise to the Claim occurred prior to or after the Parties' execution of this Agreement or the Care Agreement.

The Parties acknowledge and agree that, for all Claims subject to arbitration under this Agreement, they are waiving their constitutional right to trial by jury and/or the right to bring or participate in a class action. Any such Claims will be resolved exclusively through binding individual arbitration.

B. **Excluded Claims.** This Agreement applies only to disputes and disagreements between the Resident and the Community and does not preclude or restrict any governmental oversight, investigation, or enforcement action. In addition, the Parties acknowledge and agree that claims involving unlawful detainer or involuntary discharge or transfer and claims eligible for small claims court proceedings can often be handled more quickly and efficiently without arbitration. Accordingly, the Parties hereby agree that (1) claims asserting unlawful detainer or seeking to enforce or challenge the involuntary discharge or transfer of the Resident from the Community, each of which will remain subject to any applicable state procedures; and (2) claims eligible (in the aggregate) for resolution in small claims court shall be "**Excluded Claims**" and shall not subject to this Agreement. If the Resident transfers to a Nursing Unit (as defined in the Care Agreement) and enters into the Nursing Facility Addendum to the Care Agreement (the "**Nursing Addendum**") or the Nursing Addendum is entered into on the Resident's behalf, Excluded Claims shall also include any claims arising out of or related to the Nursing Addendum and/or the care the Resident receives while residing in the Nursing Unit.

3. **Parties to Whom This Agreement Applies.** This Agreement and the definitions in this Section 3 will be interpreted as broadly as possible so as to bind and benefit any person who asserts any Claim or against whom a Claim is asserted. The Parties intend to allow any person alleged to be liable for any actions or inactions of the Community or the Resident or related to any care provided to the Resident to demand arbitration pursuant to this Agreement.

A. The term "**Provider Party**" includes (a) the Community, (b) the Provider, (c) any management or administrative services company engaged by the Provider, (d) any party holding an ownership interest in the real property or buildings on or at which the community is located and operated, and (e) the respective governing bodies, officers, directors, owners, members, shareholders, administrators, managers, employees, contractors, agents, parent companies, subsidiaries, or affiliates of the parties named in subsections (a) through (d), and each of their successors, heirs, and assigns.

B. The term "**Resident Party**" includes the Resident and each of the Resident's legally designated representatives, powers of attorney, guardians, attorneys-in-fact, agents, sponsors, or any other persons asserting a Claim, including any spouse, child, parent, executor, administrator, personal representative, heir, or survivor, as well as anyone entitled to bring a wrongful death claim relating to the Resident.

C. The Resident Parties and Provider Parties are intended third-party beneficiaries of this Agreement.

4. Governing Law and Venue.

A. **Federal Arbitration Act ("FAA") Applies.** The Parties agree that the Community's services and operations, the Care Agreement, and this Agreement involve interstate commerce. Thus, this Agreement is governed by the FAA, which preempts any state arbitration law or other state laws with respect to arbitration procedure and the enforceability of this Agreement.

B. **Substantive Laws.** Except for Claims arising out of or relating to the validity and enforceability of this Agreement and the arbitration process it creates, the Arbitrator shall apply the substantive laws of the state where the Community is located, which would have applied had the Claims been brought in court, including (but not limited to) laws with respect to applicable limitation periods and any caps on punitive or other damages.

C. **Conflict of Laws.** Where the substantive state law conflicts with the FAA, the FAA, along with federal court decisions interpreting the FAA, shall control. The Parties stipulate that the FAA shall preempt any inconsistent state law and shall not be reverse preempted.

D. **Venue.** Unless otherwise agreed by the Parties, the arbitration will take place in the county in which the Community is located.

5. Arbitration Procedures.

A. **Arbitration Demand.** A mediation and/or subsequent arbitration is initiated by sending a written demand ("**Demand**") to the other Party by certified mail or commercial overnight delivery service (e.g., FedEx or UPS.). The Demand must identify the issue(s) in dispute and the amount of damages and/or other relief claimed. All Claims based in whole or in part on the same incidents or circumstances must be included in the Demand or they will be deemed waived upon the conclusion of the arbitration. A Claim is barred if not asserted in a Demand within the limitation period prescribed for that type of claim by applicable law (the "**Claim Deadline**").

For any Demand issued to a Resident Party, the Demand must be sent by certified mail or commercial overnight delivery service to the Resident, with a copy to the Resident's legal representative then on file at the Community, if applicable. For any Demand issued to a Provider Party, the Demand must be sent by certified mail or commercial overnight delivery service to General Counsel at the corporate office located at 701 Maiden Choice Lane, Baltimore, Maryland 21228.

B. **Mediation.** The Parties agree that, prior to initiating arbitration, the Parties will first attempt to resolve any Claims in good faith through a mediation conducted by a neutral mediator selected by mutual agreement of the Parties or, if the Parties cannot agree on a mediator within thirty (30) days of the issuance of a Demand, either Party may petition a court of competent jurisdiction in the county in which

the Community is located to select the mediator. The mediation shall commence within sixty (60) days following the selection of the mediator unless otherwise agreed to in writing by the Parties and may be ended by either Party to the dispute upon notice to the other Party that it desires to terminate the mediation and proceed to arbitration; provided, however, that neither Party may so terminate the mediation process prior to the occurrence of at least one (1) mediation session with the mediator.

C. **Arbitration Administration**. After a proper Demand is made and a Party provides notice to the other Party that it desires to terminate the mediation and proceed to arbitration, the Parties will work cooperatively to select a commercial arbitration service (the "**Arbitration Service**") to administer the arbitration process. If the Parties cannot agree upon an Arbitration Service within thirty (30) days of conclusion of a mediation, either Party may petition a court of competent jurisdiction in the county in which the Community is located to select the Arbitration Service (or, alternatively, an arbitrator who will conduct the arbitration without the assistance of an Arbitration Service). The court will not consider the validity or enforceability of the Agreement or the merits of the Demand. The Parties agree that the arbitration will be conducted in accordance with the rules of the selected Arbitration Service then in place (or the rules adopted by an arbitrator acting without the assistance of an Arbitration Service). The Party that issued the Demand shall initiate arbitration with the Arbitration Service by the Claim Deadline, which will be tolled for the period between the date of the original Demand for mediation through the conclusion of the mediation.

D. **Selection of Arbitrator.** The Parties will work cooperatively to select a neutral Arbitrator within fourteen (14) days after the Arbitration Service has been selected. If possible, the Arbitrator will be an attorney or retired judge with experience in one or more of the substantive areas of law invoked by the Claim(s) and will be chosen from a list of arbitrators to be provided by the Arbitration Service in accordance with its rules. If the parties choose not to use an Arbitration Service and cannot agree upon an Arbitrator, either Party may petition a court of competent jurisdiction in the county in which the Community is located to select the Arbitrator.

E. **Arbitrator's Authority.** The Arbitrator has the sole jurisdiction to resolve all Claims (other than the Excluded Claims), including but not limited to wrongful death claims and any disputes about the signing, validity, enforceability, scope, applicability, interpretation, severability and waiver of this Agreement or competency of the parties. No Claim may be asserted in arbitration on a class basis or, except as a court determines otherwise, by a Party seeking a public injunction. The Arbitrator does not have jurisdiction to certify any person as a representative or member of a class of persons and, by doing so, hear Claims of persons not directly taking part in arbitration.

F. **Scheduling Order and Hearing.** With the input of the parties, the Arbitrator will enter a scheduling order in keeping with arbitration being a streamlined and cost-effective process with expedited and limited discovery. Unless the Parties consent or the Arbitrator otherwise orders, the hearing must occur within 180 days after selection of the Arbitrator. Unless the Parties otherwise agree, the Arbitrator will conduct any in-person arbitration at a location in the same county as the Community. The Arbitrator will conduct the arbitration in accordance with the FAA and the rules of the Arbitration Service (if an Arbitration Service is used). The Arbitrator will determine the scope of and place such limitations on written discovery and witness testimony as the Arbitrator deems appropriate for the Claims at issue and as advisable to ensure efficiency and cost effectiveness of arbitration.

G. **Decision.** The Arbitrator must make written findings on each matter in controversy. The decision must be marked "confidential," must state the Arbitrator's findings of fact and conclusions of law, and must be signed. If any damages are awarded, the decision must specify an amount for each type of damages awarded. The Arbitrator shall serve the decision, which shall state findings of fact and conclusions of law, within thirty (30) working days after the conclusion of the arbitration hearing.

H. **Appeals.** The Parties agree that the Arbitrator's decision shall be final and binding, except that either Party may appeal the decision for the limited reasons for which the decision may be vacated, modified, or corrected under the FAA.

I. **Refusal to Participate.** If any party refuses to respond to a Demand or participate in arbitration, the party making the Demand may proceed with arbitration and obtain an award or a default award against the non-participating party.

6. **Fees and Costs**

A. **Mediation Fees and Costs.** The Parties agree that the cost of mediation, including filing fees, the fees of the mediator and any administrative fees of the mediation provider, shall be shared equally by the Parties.

B. **Arbitration Fees and Costs.** The Parties agree that the costs of arbitration, including the filing fees, the fees of the arbitrator(s) and any administrative fees of the arbitration provider, shall be shared equally by the Parties, unless otherwise required by law or determined by the arbitrator in the final award.

C. **Counsel and Attorneys' Fees.** Each Party may be represented by its own counsel in any mediation and/or arbitration. Each party agrees to bear its own attorneys' fees and costs, unless otherwise specifically awarded by the Arbitrator under state or federal law.

7. **Severability.** The Parties agree that the only essential terms of this Agreement are the agreement and willingness of both parties to arbitrate on an individual basis and the limits on class and representative actions in Section 5(E). Accordingly, notwithstanding any other provision of the Care Agreement to the contrary, if Section 5(E) is deemed invalid, the remainder of this

Agreement (other than this sentence) will be null and void, and if any other provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, the remaining provisions of the Agreement shall remain in full force and effect.

8. **Merger.** Upon execution, this Agreement shall merge into and become part of the Care Agreement.

9. **No Restrictions on Communications.** This Resident retains the right to communicate with federal, state, or local officials, including but not limited to, federal and state surveyors, other federal or state health department employees, and representatives of the state long-term care ombudsman, or any other regulatory agency. This Agreement in no way prohibits or otherwise discourages the Resident from communicating with such agencies and officials.

10. **Confidentiality**. All proceedings and materials related to the Arbitration including all depositions, documents, and other materials are confidential. Neither the information and documentation shared or specific to arbitration under this Agreement, nor the Arbitrator's findings and decision can be used by any other party or in any other legal proceeding. All originals and copies of documents exchanged during discovery and the arbitration hearing must be returned to the producing party within thirty (30) days following receipt of the Arbitrator's decision. The Community will maintain the Arbitrator's decision for five (5) years after the resolution of the dispute and, upon request, will make the decision available for inspection to Centers for Medicare and Medicaid Services (CMS) or its designee.

11. **Survival.** This agreement to arbitrate survives and will not be discharged or cancelled by the death of any party hereto, the termination of the Care Agreement, nor by the Resident ceasing to reside at the Community.

BY SIGNING THIS ARBITRATION AGREEMENT, THE RESIDENT AND/OR THE RESIDENT'S REPRESENTATIVE AFFIRM THE FOLLOWING (PLEASE INITIAL):

_____ _____ This Agreement has been explained to me in a form and manner and in a language that I understand.

_____ _____ I have read and understand this Arbitration Agreement.

_____ _____ I have had the opportunity to ask questions about this Agreement and my questions have been answered to my satisfaction.

_____ _____ I have had the opportunity to discuss this Agreement with an attorney (even if I did not choose to do so).

_____ _____ I understand that, in the future, I may need or choose to move to another location or level of care within the Community one or more times and that I may be required to sign an addendum to the Care Agreement (or have such an addendum signed on my behalf) in connection with such a move. I acknowledge and agree that this Agreement will remain in effect following each move within the Community, and I hereby authorize any individual who signs such an addendum on my behalf to reaffirm this Agreement and/or enter into a new arbitration

agreement on my behalf (including a separate arbitration agreement covering those Excluded Claims relating to or arising out of the Nursing Addendum). I understand that this Agreement will remain in effect even if it is not reaffirmed.

_____ _____ **I understand, that by signing this Agreement, I have waived the right to a trial by jury and that all legal disputes I may have against the Provider, Community, and related parties, aside from those specifically excluded by this Agreement shall be resolved through binding, individual arbitration.**

_____ _____ **I understand that, by signing this Agreement, I am agreeing to have all Claims I may have against the Provider, Community, and related parties, decided by binding individual arbitration and that I am giving up my right to have such claims determined in court by a judge or a jury or in a class action.**

EACH OF THE UNDERSIGNED ACKNOWLEDGES THAT HE/SHE FULLY UNDERSTANDS AND VOLUNTARILY CONSENTS TO THE TERMS AND CONDITIONS OF THIS ARBITRATION AGREEMENT, WHICH IS MADE PART OF THE RESIDENCE AND CARE AGREEMENT. EACH OF THE UNDERSIGNED FURTHER CERTIFIES THAT HE OR SHE IS THE RESIDENT OR A PERSON AUTHORIZED BY THE RESIDENT, OR OTHERWISE AUTHORIZED, TO ACCEPT THE TERMS OF THIS ARBITRATION AGREEMENT.

Resident Signature: _____

Print Name: _____ Date: _____

Resident Signature: _____

Print Name: _____ Date: _____

If Resident is unable to sign this Agreement, then a legal representative of the Resident may sign on his/her behalf below.

My signature indicates that I am authorized or have authority to sign and enter into this Arbitration Agreement on behalf of the Resident, _____. I represent that the Resident (or a court) has vested in me the authority to sign this Agreement on the Resident's behalf. **By signing, I agree to be bound by this Arbitration Agreement in my individual capacity and on behalf of the Resident.**

Resident's Legal Representative
Signature (if applicable): _____

Print Name: _____ Date: _____

***Copy of legal documents evidencing relationship/authority must be provided to Community**

My signature indicates that I am authorized or have authority to sign and enter into this Arbitration Agreement on behalf of the Resident, _____. I represent that the Resident (or a court) has vested in me the authority to sign this Agreement on the Resident's behalf. **By signing, I agree to be bound by this Arbitration Agreement in my individual capacity and on behalf of the Resident.**

Resident's Legal Representative
Signature (if applicable): _____

Print Name: _____ Date: _____

***Copy of legal documents evidencing relationship/authority must be provided to Community**

Authorized Agent
of the Community Signature: _____

Print Name: _____ Date: _____

BROOKSBY VILLAGE

NURSING ARBITRATION AGREEMENT

This Nursing Arbitration Agreement ("Agreement") is entered into between Brooksby Village, Inc. (the "**Provider**") and **[Resident (Or Resident's Representative) Name(s)].** The Agreement binds and benefits the Provider, the Resident, and the other Provider Parties and Resident Parties, as defined in Section 3 below (the "**Parties**"). This Agreement is an exhibit to and part of the Residence and Care Agreement (the "**Care Agreement**") governing the services rendered by the Provider to the Resident at Brooksby Village (the "**Community**").

1. **Binding Arbitration.** Arbitration can provide a faster and more efficient way of resolving disputes or controversies than going to court. It can also promote more amicable dispute resolution than a court proceeding. In an arbitration, rather than a jury or a judge deciding the outcome of the dispute in a public courtroom, a neutral third-party arbitrator (the "**Arbitrator**") decides the outcome after a confidential hearing including the Parties and/or their attorneys. The Arbitrator's decision is binding and, except in limited circumstances described in Section 5(H) below, cannot be appealed.

2. **Claims Subject to Arbitration**.

A. **Claims.** The Parties hereby agree that, other than **Excluded Claims** (as defined in Section 2(B) below), this Agreement applies to any and all disputes and disagreements ("**Claims**") between any Resident Party and any Provider Party that arise out of or in any way relate to the Care Agreement, the Resident's residency at the Community, the Resident's admission to and stay at the Community (including any Claims arising out of or relating to pre-admission communications and processes), and the provision of services to the Resident pursuant to or in connection with the Care Agreement and any amendments, exhibits, or addenda thereto that may be made a part of the Care Agreement from time to time, including such addenda or additional agreements signed by a Resident Party in relation to any transfer of the Resident (whether temporary or permanent) from one place of residence and/or level of care at the Community to another. Claims include, but are not limited to, any disputes or causes of action arising out of or relating to admission, care, treatment, or diagnoses; claims related to injury or death, including from negligence or intentional tort; claims related to property damage or premises liability; claims seeking equitable relief or specific performance; statutory causes of action; medical malpractice; questions as to whether any medical services rendered were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered; breach of the Care Agreement; claims for declaratory relief; and questions about the interpretation, validity, construction, and enforceability of this Agreement and the Care Agreement. The Parties agree to resolve all such Claims through binding arbitration, at the election of any Party bringing or defending a Claim, whether the conduct or events giving rise to the Claim occurred prior to or after the Parties' execution of this Agreement or the Care Agreement.

The Parties acknowledge and agree that, for all Claims subject to arbitration under this Agreement, they are waiving their constitutional right to trial by jury and/or the right to bring or participate in a class action. Any such Claims will be resolved exclusively through binding individual arbitration.

B. **Excluded Claims.** This Agreement applies only to disputes and disagreements between the Resident and the Community and does not preclude or restrict any governmental oversight, investigation, or enforcement action. In addition, the Parties acknowledge and agree that claims involving unlawful detainer or involuntary discharge or transfer and claims eligible for small claims court proceedings can often be handled more quickly and efficiently without arbitration. Accordingly, the Parties hereby agree that (1) claims asserting unlawful detainer or seeking to enforce or challenge the involuntary discharge or transfer of the Resident from the Community, each of which will remain subject to any applicable state procedures; and (2) claims eligible (in the aggregate) for resolution in small claims court shall be "**Excluded Claims**" and shall not subject to this Agreement.

3. **Parties to Whom This Agreement Applies.** This Agreement and the definitions in this Section 3 will be interpreted as broadly as possible so as to bind and benefit any person who asserts any Claim or against whom a Claim is asserted. The Parties intend to allow any person alleged to be liable for any actions or inactions of the Community or the Resident or related to any care provided to the Resident to demand arbitration pursuant to this Agreement.

A. The term "**Provider Party**" includes (a) the Community, (b) the Provider, (c) any management or administrative services company engaged by the Provider, (d) any party holding an ownership interest in the real property or buildings on or at which the community is located and operated, and (e) the respective governing bodies, officers, directors, owners, members, shareholders, administrators, managers, employees, contractors, agents, parent companies, subsidiaries, or affiliates of the parties named in subsections (a) through (d), and each of their successors, heirs, and assigns.

B. The term "**Resident Party**" includes the Resident and each of the Resident's legally designated representatives, powers of attorney, guardians, attorneys-in-fact, agents, sponsors, or any other persons asserting a Claim, including any spouse, child, parent, executor, administrator, personal representative, heir, or survivor, as well as anyone entitled to bring a wrongful death claim relating to the Resident.

C. The Resident Parties and Provider Parties are intended third-party beneficiaries of this Agreement.

4. Governing Law and Venue.

A. **Federal Arbitration Act ("FAA") Applies.** The Parties agree that the Community's services and operations, the Care Agreement, and this Agreement involve interstate commerce. Thus, this Agreement is governed by the FAA, which

preempts any state arbitration law or other state laws with respect to arbitration procedure and the enforceability of this Agreement.

B. **Substantive Laws.** Except for Claims arising out of or relating to the validity and enforceability of this Agreement and the arbitration process it creates, the Arbitrator shall apply the substantive laws of the state where the Community is located, which would have applied had the Claims been brought in court, including (but not limited to) laws with respect to applicable limitation periods and any caps on punitive or other damages.

C. **Conflict of Laws.** Where the substantive state law conflicts with the FAA, the FAA, along with federal court decisions interpreting the FAA, shall control. The Parties stipulate that the FAA shall preempt any inconsistent state law and shall not be reverse preempted.

D. **Venue.** Unless otherwise agreed by the Parties, the arbitration will take place in the county in which the Community is located.

5. <u>Arbitration Procedures</u>.

A. **Arbitration Demand.** A mediation and/or subsequent arbitration is initiated by sending a written demand ("**Demand**") to the other Party by certified mail or commercial overnight delivery service (e.g., FedEx or UPS.). The Demand must identify the issue(s) in dispute and the amount of damages and/or other relief claimed. All Claims based in whole or in part on the same incidents or circumstances must be included in the Demand or they will be deemed waived upon the conclusion of the arbitration. A Claim is barred if not asserted in a Demand within the limitation period prescribed for that type of claim by applicable law (the "**Claim Deadline**").

For any Demand issued to a Resident Party, the Demand must be sent by certified mail or commercial overnight delivery service to the Resident, with a copy to the Resident's legal representative then on file at the Community, if applicable. For any Demand issued to a Provider Party, the Demand must be sent by certified mail or commercial overnight delivery service to General Counsel at the corporate office located at 701 Maiden Choice Lane, Baltimore, Maryland 21228.

B. **Mediation.** The Parties agree that, prior to initiating arbitration, the Parties will first attempt to resolve any Claims in good faith through a mediation conducted by a neutral mediator selected by mutual agreement of the Parties or, if the Parties cannot agree on a mediator within thirty (30) days of the issuance of a Demand, either Party may petition a court of competent jurisdiction in the county in which the Community is located to select the mediator. The mediation shall commence within sixty (60) days following the selection of the mediator unless otherwise agreed to in writing by the Parties and may be ended by either Party to the dispute upon notice to the other Party that it desires to terminate the mediation and proceed to arbitration; provided, however, that neither Party may so terminate the mediation

process prior to the occurrence of at least one (1) mediation session with the mediator.

C. **Arbitration Administration**. After a proper Demand is made and a Party provides notice to the other Party that it desires to terminate the mediation and proceed to arbitration, the Parties will work cooperatively to select a commercial arbitration service (the "**Arbitration Service**") to administer the arbitration process. If the Parties cannot agree upon an Arbitration Service within thirty (30) days of conclusion of a mediation, either Party may petition a court of competent jurisdiction in the county in which the Community is located to select the Arbitration Service (or, alternatively, an arbitrator who will conduct the arbitration without the assistance of an Arbitration Service). The court will not consider the validity or enforceability of the Agreement or the merits of the Demand. The Parties agree that the arbitration will be conducted in accordance with the rules of the selected Arbitration Service then in place (or the rules adopted by an arbitrator acting without the assistance of an Arbitration Service). The Party that issued the Demand shall initiate arbitration with the Arbitration Service by the Claim Deadline, which will be tolled for the period between the date of the original Demand for mediation through the conclusion of the mediation.

D. **Selection of Arbitrator.** The Parties will work cooperatively to select a neutral Arbitrator within fourteen (14) days after the Arbitration Service has been selected. If possible, the Arbitrator will be an attorney or retired judge with experience in one or more of the substantive areas of law invoked by the Claim(s) and will be chosen from a list of arbitrators to be provided by the Arbitration Service in accordance with its rules. If the parties choose not to use an Arbitration Service and cannot agree upon an Arbitrator, either Party may petition a court of competent jurisdiction in the county in which the Community is located to select the Arbitrator.

E. **Arbitrator's Authority.** The Arbitrator has the sole jurisdiction to resolve all Claims (other than the Excluded Claims), including but not limited to wrongful death claims and any disputes about the signing, validity, enforceability, scope, applicability, interpretation, severability and waiver of this Agreement or competency of the parties. No Claim may be asserted in arbitration on a class basis or, except as a court determines otherwise, by a Party seeking a public injunction. The Arbitrator does not have jurisdiction to certify any person as a representative or member of a class of persons and, by doing so, hear Claims of persons not directly taking part in arbitration.

F. **Scheduling Order and Hearing.** With the input of the parties, the Arbitrator will enter a scheduling order in keeping with arbitration being a streamlined and cost-effective process with expedited and limited discovery. Unless the Parties consent or the Arbitrator otherwise orders, the hearing must occur within 180 days after selection of the Arbitrator. Unless the Parties otherwise agree, the Arbitrator will conduct any in-person arbitration at a location in the same county as the Community. The Arbitrator will conduct the arbitration in accordance with the

FAA and the rules of the Arbitration Service (if an Arbitration Service is used). The Arbitrator will determine the scope of and place such limitations on written discovery and witness testimony as the Arbitrator deems appropriate for the Claims at issue and as advisable to ensure efficiency and cost effectiveness of arbitration.

G. **Decision.** The Arbitrator must make written findings on each matter in controversy. The decision must be marked "confidential," must state the Arbitrator's findings of fact and conclusions of law, and must be signed. If any damages are awarded, the decision must specify an amount for each type of damages awarded. The Arbitrator shall serve the decision, which shall state findings of fact and conclusions of law, within thirty (30) working days after the conclusion of the arbitration hearing.

H. **Appeals.** The Parties agree that the Arbitrator's decision shall be final and binding, except that either Party may appeal the decision for the limited reasons for which the decision may be vacated, modified, or corrected under the FAA.

I. **Refusal to Participate.** If any party refuses to respond to a Demand or participate in arbitration, the party making the Demand may proceed with arbitration and obtain an award or a default award against the non-participating party.

6. **Fees and Costs**

A. **Mediation Fees and Costs.** The Parties agree that the cost of mediation, including filing fees, the fees of the mediator and any administrative fees of the mediation provider, shall be shared equally by the Parties.

B. **Arbitration Fees and Costs.** The Parties agree that the costs of arbitration, including the filing fees, the fees of the arbitrator(s) and any administrative fees of the arbitration provider, shall be shared equally by the Parties, unless otherwise required by law or determined by the arbitrator in the final award.

C. **Counsel and Attorneys' Fees.** Each Party may be represented by its own counsel in any mediation and/or arbitration. Each party agrees to bear its own attorneys' fees and costs, unless otherwise specifically awarded by the Arbitrator under state or federal law.

7. **Severability.** The Parties agree that the only essential terms of this Agreement are the agreement and willingness of both parties to arbitrate on an individual basis and the limits on class and representative actions in Section 5(E). Accordingly, notwithstanding any other provision of the Care Agreement to the contrary, if Section 5(E) is deemed invalid, the remainder of this Agreement (other than this sentence) will be null and void, and if any other provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, the remaining provisions of the Agreement shall remain in full force and effect.

8. **Merger.** Upon execution, this Agreement shall merge into and become part of the Care Agreement unless it is cancelled as described in Section 12 of this Agreement.

9. **No Restrictions on Communications.** This Resident retains the right to communicate with federal, state, or local officials, including but not limited to, federal and state surveyors, other federal or state health department employees, and representatives of the state long-term care ombudsman, or any other regulatory agency. This Agreement in no way prohibits or otherwise discourages the Resident from communicating with such agencies and officials.

10. **Confidentiality**. All proceedings and materials related to the Arbitration including all depositions, documents, and other materials are confidential. Neither the information and documentation shared or specific to arbitration under this Agreement, nor the Arbitrator's findings and decision can be used by any other party or in any other legal proceeding. All originals and copies of documents exchanged during discovery and the arbitration hearing must be returned to the producing party within thirty (30) days following receipt of the Arbitrator's decision. The Community will maintain the Arbitrator's decision for five (5) years after the resolution of the dispute and, upon request, will make the decision available for inspection to Centers for Medicare and Medicaid Services (CMS) or its designee.

11. **Not a Condition of Admission or Care. You are not required to sign this Agreement as a condition of admission to the Community or to continue to receive care at the Community. You are encouraged to discuss this Agreement with an attorney before signing.**

12. **Right to Cancel Agreement.** If you sign this Agreement but change your mind within thirty (30) days of signing it, you may cancel the Agreement by providing written notice, sent by certified mail, return receipt requested, to the Community's Executive Director.

13. **Survival.** This agreement to arbitrate survives and will not be discharged or cancelled by the death of any party hereto, the termination of the Care Agreement, nor by the Resident ceasing to reside at the Community.

BY SIGNING THIS ARBITRATION AGREEMENT, THE RESIDENT AND/OR THE RESIDENT'S REPRESENTATIVE AFFIRM THE FOLLOWING (PLEASE INITIAL):

_____ _____ This Agreement has been explained to me in a form and manner and in a language that I understand.

_____ _____ I understand that signing this Agreement is neither a condition of admission to the Community nor a requirement to continue receiving care at the Community.

_____ _____ I have read and understand this Arbitration Agreement.

_____ _____ I have had the opportunity to ask questions about this Agreement and my questions have been answered to my satisfaction.

_____ _____ I have had the opportunity to discuss this Agreement with an attorney (even if I did not choose to do so).

_____ _____ I understand that, in the future, I may need to move to another location or level of care within the Community one or more times and that I will be required to sign an addendum to the Care Agreement (or have such an addendum signed on my behalf) in connection with each such move. I acknowledge and agree that this

Agreement will remain in effect following seach such move, and I hereby authorize any individual who signs such an addendum on my behalf to reaffirm this Agreement and/or enter into a new arbitration agreement on my behalf.

_____ _____ **I understand, that by signing this Agreement, I have waived the right to a trial by jury and that all legal disputes I may have against the Provider, Community, and related parties, aside from those specifically excluded by this Agreement, shall be resolved through binding, individual arbitration.**

_____ _____ **I understand that, by signing this Agreement, I am agreeing to have all Claims I may have against the Provider, Community, and related parties, decided by binding individual arbitration and that I am giving up my right to have such claims determined in court by a judge or a jury or in a class action.**

EACH OF THE UNDERSIGNED ACKNOWLEDGES THAT HE/SHE FULLY UNDERSTANDS AND VOLUNTARILY CONSENTS TO THE TERMS AND CONDITIONS OF THIS ARBITRATION AGREEMENT, WHICH IS MADE PART OF THE RESIDENCE AND CARE AGREEMENT. EACH OF THE UNDERSIGNED FURTHER CERTIFIES THAT HE OR SHE IS THE RESIDENT OR A PERSON AUTHORIZED BY THE RESIDENT, OR OTHERWISE AUTHORIZED, TO ACCEPT THE TERMS OF THIS ARBITRATION AGREEMENT.

Resident Signature: _____

Print Name: _____ Date: _____

Resident Signature: _____

Print Name: _____ Date: _____

If Resident is unable to sign this Agreement, then a legal representative of the Resident may sign on his/her behalf below.

My signature indicates that I am authorized or have authority to sign and enter into this Arbitration Agreement on behalf of the Resident, _____. I represent that the Resident (or a court) has vested in me the authority to sign this Agreement on the Resident's behalf. **By signing, I agree to be bound by this Arbitration Agreement in my individual capacity and on behalf of the Resident.**

Resident's Legal Representative
Signature (if applicable): _____

Print Name: _____ Date: _____

***Copy of legal documents evidencing relationship/authority must be provided to Community**

My signature indicates that I am authorized or have authority to sign and enter into this Arbitration Agreement on behalf of the Resident, _____. I represent that the Resident (or a court) has vested in me the authority to sign this Agreement on the Resident's behalf. **By signing, I agree to be bound by this Arbitration Agreement in my individual capacity and on behalf of the Resident.**

Resident's Legal Representative
Signature (if applicable): _____

Print Name: _____ Date: _____

***Copy of legal documents evidencing relationship/authority must be provided to Community**

Authorized Agent
of the Community Signature: _____

Print Name: _____ Date: _____

Brooksby Village PRIORITY LIST APPLICATION

I hereby make application for a secured position on the **Brooksby Village Priority List.**

Priority Date: _____

(To be completed by sales counselor. Priority date is determined by the date this application is received at the Sales and Information Office.)

As you join the Priority List, we ask that you further designate whether you wish to be on the "Standby" or "Futures" part of the Priority List. Both designations maintain your same, all-important priority date. If you would like to review available residences when selections are available for reservation, please designate "Standby Priority." Our sales counselor will call you as soon as the type of residence you specify is available. If you are not sure when you would like to move, please designate "Futures Priority."

☐ **RESERVATION**
I am reserving the following home
_____
Unit #

☐ **STANDBY PRIORITY**
I would like to move to the next available home that meets my preferences.

☐ **FUTURES PRIORITY**
I wish to establish my priority status with the intent of moving at a later date.

My living accommodation preference:

☐ STUDIO ☐ ONE BEDROOM ☐ ONE BEDROOM & DEN ☐ TWO BEDROOM

☐ OTHER _____

NAME _____ DATE OF BIRTH _____

MARITAL STATUS _____

NAME _____ DATE OF BIRTH _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE _____ EMAIL _____

WERE YOU REFERRED BY ANYONE? _____

Please sign this application and return it with your check to Brooksby Village.
A copy will be returned to you for your records.

APPLICANT(S) _____ DATE _____

APPLICANT(S) _____ DATE _____

BROOKSBY VILLAGE _____ DATE _____

Please enclose one check for:
(1) The fully refundable $1,000 deposit. **(2)** A $150-per-person application fee.

Make your check payable to: Brooksby Village

Mail to: Brooksby Village Sales and Information Office, 100 Brooksby Village Drive, Peabody, MA 01960

Brooksby Village PRIORITY LIST APPLICATION

Conditions of the Priority List Agreement

1) Your status on the Priority List is determined by your priority date with earlier dates having higher priority. Paying the refundable Priority List deposit and the application fee will ensure that you are placed on the list based on the day the Sales and Information Office receives your application.

2) If you wish to move from the Priority List to a residence reservation, you will not need to complete another application or pay another Priority List deposit or application fee. You will need to pay an additional reservation deposit, which is always refundable as per the Residence and Care Agreement.

3) Prior to moving to Brooksby Village, applicants must complete the admissions process, which includes financial and health/service screenings. Brooksby Village reserves the right to determine if the community offers appropriate care and services for the applicant. Brooksby Village may offer conditional approval or may offer a different residence than the applicant's preference.

4) Joining the Priority List does not ensure that the amount of the Entrance Fee will not change before the applicant enters the community. Reserving a residence does ensure that the Entrance Fee for that specific residence will not change if the applicant enters the community within the requisite time frame.

Entrance Fee Agreement

1) Your $1,000 Priority List deposit and any additional deposits will be applied in full toward your Entrance Fee as you begin your move to Brooksby Village.

2) All deposits will be returned to you before you sign the Residence and Care Agreement: (a) within 30 days of a written request; (b) if you are not able to move to the community due to illness, incapacity, or death; or (c) if you are determined to be ineligible for entrance into the community.

3) Brooksby Village may use all deposits at any time but subject to its obligations to refund or credit the deposits per the terms of this Agreement or the Residence and Care Agreement signed by the parties.

4) Any interest earned on deposits in escrow will be used for the benefit of Brooksby Village.

5) Your $150-per-person application fee is a one-time, nonrefundable fee.

Brooksby Village
BY ERICKSON SENIOR LIVING®

100 Brooksby Village Drive
Peabody, MA 01960
BrooksbyVillage.com

EQUAL HOUSING OPPORTUNITY
13804744

FINANCIAL INFORMATION FORM
CONFIDENTIAL

Note: The following questions will be discussed at the financial appointment. If you would like to answer below, please feel free to do so.

Additional Questions	**Detailed Answer** (Name, Amount, Valuation Date, Etc.)
1. Please provide details for joint account holders/joint asset holders (such as children, POA, other family members) for assets listed in "Assets" section.	
2. Other than personal liabilities listed above, have you cosigned/guaranteed anyone else's debts?	
3. In the last 5 years, have you transferred any of your assets worth more than $20,000 to others? If so, please describe the circumstances and the value received by others. Also, what is the value, if any, you received back?	
4. Do you regularly make monetary gifts or provide regular monetary support to family members, friends, favorite charities, or other programs?	
5. Do you plan on making significant future monetary gifts in addition to the above?	
6. In the last 10 years, have you filed for protection from creditors or been judged bankrupt?	
7. In the last 5 years, have you loaned money to family/friends and have money owed back to you as the lender?	

Resident Name: _____ Current Date: _____

100 Brooksby Village Drive
Peabody, MA 01960
BrooksbyVillage.com

EQUAL HOUSING OPPORTUNITY
13804697

Financial
Information Form

Brooksby Village
BY ERICKSON SENIOR LIVING®

FINANCIAL INFORMATION FORM
CONFIDENTIAL

Name:_____ Date of Birth: _____

Marital Status: _____

Name: _____ Date of Birth: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Note: Please ensure that below amounts are as current as possible and please bring support for stated amounts to financial appointment.

Assets	Name (Bank, Location, Description)		Value as of Date	Amount
A) Checking Account			____/____/____	$
B) Savings Account			____/____/____	$
C) Savings Account			____/____/____	$
D) Certificate of Deposit			____/____/____	$
E) Certificate of Deposit			____/____/____	$
F) Mutual Funds			____/____/____	$
G) Stocks and Bonds			____/____/____	$
H) Stocks and Bonds			____/____/____	$
I) Real Estate—Plan to Sell			____/____/____	$
J) Real Estate—Plan to Hold			____/____/____	$
K) Other Financial Assets (e.g., Trusts available for resident use, life insurance, long-term care insurance)			____/____/____	$
			____/____/____	$
			____/____/____	$
			Total Assets	$
Liabilities				
A) Home Mortgage			____/____/____	$
B) Loan on Autos			____/____/____	$
C) Credit Cards			____/____/____	$
D) Other Debts/Liabilities			____/____/____	$
E) Other Debts/Liabilities			____/____/____	$
			Total Liabilities	$
			(Assets minus Liabilities) Total Net Worth	$

FINANCIAL INFORMATION FORM
CONFIDENTIAL

Sources of Monthly Income:	Resident Name	Term of Income (# of months, whole life, etc.)	Survivor Benefits (Yes or No)	Amount
A) Social Security				$
B) Social Security				$
C) Pension				$
D) Pension				$
E) Annuity				$
F) Annuity				$
G) IRA				$
H) IRA				$
I) Investment Income				$
Source:				$
J) Other Income				$
K) Other Income				$
				$
			Total Monthly Income	$

If we have additional financial questions, whom should we contact?

☐ You ☐ Your Financial Advisor

Financial advisor's information (if applicable):

Name _____

Street Address _____

City, State, Zip Code _____

Phone _____

Email _____

Who will be responsible for your bills?

☐ You ☐ Other

If Other, please give information (if applicable):

Name _____

Street Address _____

City, State, Zip Code _____

Phone _____

Email _____

I hereby certify that the information supplied herein is complete and accurate to the best of my knowledge, and I agree to provide whatever information Brooksby Village deems necessary to verify my financial position. I also understand that my approval for residency is predicated upon the accuracy of this information and said approval may be revoked at any time should any of the information prove to be substantially false.

Signature: _____ Date: _____

Signature: _____ Date: _____

We are pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status, sexual orientation, or national origin.

Thank you for completing this form.

We are looking forward to getting to know you when you come to Brooksby Village for your pre-residency meeting. Please bring the following to your appointment:

- ☐ This completed form
- ☐ The Financial Information Form and related documents
- ☐ All health insurance cards
- ☐ Power of attorney for finances
- ☐ Advance directives for health care to include your power of attorney for health care and/or living will
- ☐ Document indicating the executor of estate
- ☐ Long-term care insurance

My signature confirms that I understand the information I provide on the Resident Profile and at the pre-residency meeting will be treated with confidentiality and that it is accurate as signed and dated. The information will be used only by authorized employees or agents of the community. The information may also be subject to disclosure as provided by applicable laws.

_____ _____

(Applicant's Signature) (Date)

If this form was completed by someone other than the applicant, please have that person state the reason and sign below.

Form completed by _____

Reason _____

Relationship to applicant _____

_____ _____

(Applicant's Signature) (Date)

Brooksby Village
BY ERICKSON SENIOR LIVING®

100 Brooksby Village Drive
Peabody, MA 01960
BrooksbyVillage.com

EQUAL HOUSING OPPORTUNITY
13804770

Resident Profile

We are excited you have chosen Brooksby Village, managed by Erickson Senior Living,® as your next home! As you proceed with your planning, one of your next steps is to come in for a pre-residency meeting. During this session, you will meet with a Brooksby Village staff member and begin to understand how the community can help support a successful transition to your new home, while also learning more about the amenities that are available to you. This dedicated time is an opportunity for us to learn more about you and for you to continue to develop relationships with the rest of the Brooksby Village team.

In preparation for your pre-residency meeting, we ask that you please complete the pages that follow this letter; this information will be used to start your unique Resident Profile. During this meeting, we will be happy to answer any questions you have and to provide you with any additional amenity information you may desire.

We look forward to partnering with you as you begin this new chapter of your life; we view this pre-residency meeting as the beginning of a lasting relationship.

Best regards,

The Brooksby Village Team

Brooksby Village
BY ERICKSON SENIOR LIVING®

RESIDENT PROFILE

PERSONAL & DEMOGRAPHIC INFORMATION

First Name _____ MI _____ Last Name _____ Title _____

Maiden Name _____ Preferred Name _____

Sex: ☐ Male ☐ Female

Phone _____ Mobile _____ Email _____

Date of Birth _____ Place of Birth _____

(City, State, Country)

WORK INFORMATION

If retired, what was your main occupation? _____

Are you currently working? ☐ Yes ☐ No

If Yes: ☐ Full-Time ☐ Part-Time

Company _____ Occupation _____

Military Service: ☐ Veteran ☐ Nonveteran

RELIGIOUS PREFERENCE (Optional)

Please Specify (Example: Buddhist, Catholic, Jewish, Muslim, Protestant):

_____

ADDITIONAL DEMOGRAPHICS

Primary Language _____

Marital Status: ☐ Single ☐ Married ☐ Widowed ☐ Separated

☐ Divorced ☐ Domestic Partner ☐ Other _____

WILL YOU BE BRINGING A DOG OR CAT TO CAMPUS? ☐ Yes ☐ No

Dog Breed? _____ Cat Breed? _____

Who would take care of your pet if you could not?

Name _____ Phone _____

(Home or Mobile)

WILL YOU BE BRINGING A MOTOR VEHICLE TO CAMPUS? ☐ Yes ☐ No

We will help you to register your vehicle.

NOTIFY IN CASE OF EMERGENCY (List three contacts, if possible.)

1. Name _____ Relationship _____

   Address _____ City _____

   State _____ Zip _____ Email _____

   Phone _____ Mobile _____ Work _____

2. Name _____ Relationship _____

   Address _____ City _____

   State _____ Zip _____ Email _____

   Phone _____ Mobile _____ Work _____

3. Name _____ Relationship _____

   Address _____ City _____

   State _____ Zip _____ Email _____

   Phone _____ Mobile _____ Work _____

ADVANCE DIRECTIVES

Have you completed an advance directive for health care or a living will? ☐ Yes ☐ No

Have you completed a financial power of attorney? ☐ Yes ☐ No

END-OF-LIFE-PROVISIONS (Optional)

Funeral Home _____

Address _____

City _____ State _____ Zip _____ Phone _____

EXECUTOR OF ESTATE

Name _____ Relationship _____

Address _____ City _____

State _____ Zip _____ Email _____

Phone _____ Mobile _____ Work _____

INSURANCE INFORMATION (Please bring all of your health insurance cards to the pre-residency meeting.)

1. Primary _____ Policy # _____

   Secondary _____ Policy # _____

2. Do you have long-term care insurance? ☐ Yes ☐ No

   Insurance Company Name _____

   Policy # _____

BROOKSBY VILLAGE
REFUND FORM

Name of Resident(s): _____
Living Unit: _____
Date of Receipt by
BROOKSBY VILLAGE: _____

Preliminary Statements and Directions

1. Pursuant to the Residence and Care Agreement (the "Care Agreement") with BROOKSBY VILLAGE, Resident is entitled to a full refund or a 90% refund, as the case may be, of the Entrance Fee paid to BROOKSBY VILLAGE under certain specified conditions during Resident's lifetime or upon Resident's death based upon termination of the applicable Care Agreement (referred to as the "Refund"). Resident's right to the Refund, whether full or 90% as applicable, is set forth in the Care Agreement. This Refund Form is only for the purpose of designating the beneficiaries and does not change the terms and conditions for the Refund. Resident and Resident's beneficiaries are subject to all terms and conditions for the Refund and should review the same carefully. For the purpose of these Refund Forms, the term "Resident" includes the plural.

2. Resident understands that the purpose and effect of this Refund Form is to designate the beneficiary(ies) of the right to the Refund. By signing this Refund Form, Resident is hereby revoking any previously executed Refund Forms.

3. If the Entrance Fee is being paid on behalf of two (or more) Joint Residents, both Joint Residents understand that the Entrance Fee of the first Joint Resident to pass on will be treated as though it has been paid by the survivor, to be used for the survivor's care if necessary (minus the Community Fee if applicable), and that the Refund will eventually be paid to the survivor, to the beneficiaries named in the survivor's Refund Form, or to the survivor's estate.

4. **Resident understands that it is Resident's responsibility to review the terms of this Refund Form to make sure that its terms are coordinated with Resident's current will or other trusts and estate plan. BROOKSBY VILLAGE strongly recommends that Resident review this Refund Form with an attorney or other estate planning professional prior to execution to ensure such coordination and to review potential tax liability in making these designations or in the eventual payment of the refund.** BROOKSBY VILLAGE reserves the right to review and approve the forms so that the right to the refund is clearly delineated for BROOKSBY VILLAGE's staff.

5. BROOKSBY VILLAGE will make the Refund only as specified in the most recent duly executed and approved Refund Form. Resident may revise the right to the Refund by duly executing a new Refund Form.

6. Please sign one of the following forms designating the right to the Refund. Be sure to read all of the forms before making a selection. If you do not understand the forms, please consult with your estate planning professional. If you do not understand the directions, please consult with the Sales and Admissions Staff. **You may select and sign only one form.**

7. If Resident is designating the Refund to more than 1 beneficiary, percentages must add up to 100%. Please do not fill in cash amounts. BROOKSBY VILLAGE can only refund based upon percentages of the Refund, due to the possibility of a spend-down or partial spend-down of the Entrance Fee.

8. It is the responsibility of Resident or Resident's representative, if applicable, to give BROOKSBY VILLAGE the most recent addresses for all listed beneficiaries.

9. There are no third-party beneficiaries to this agreement between BROOKSBY VILLAGE and Resident. BROOKSBY VILLAGE is not responsible for notifying or advising any beneficiaries of changes in the designation of the Refund.

10. If Resident desires to assist Brooksby Village to support other residents who have exhausted their financial resources, Resident may choose to designate the Brooksby Village Benevolent Care Fund as a beneficiary by using Refund Form #1. Such a designation is **completely optional** on Resident's part.

11. Any electronic signature (including any electronic symbol or process used by a signatory with the intent to sign or authenticate) of this Refund Form shall have the same legal validity and enforceability as an original, manual signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act. The parties to this Refund Form may sign separately in several counter-parts, all of which together shall constitute one and the same Refund Form.

12. Resident hereby acknowledges that he or she has read the preliminary statements and instructions, reviewed the attached options for a Refund, and understands the purpose and consequences of this Refund Form.

_____ _____
Date Resident

_____ _____
Date Resident

If signed by a representative, indicate name of representative and nature of authority (i.e. power of attorney, guardian, etc.):

_____

Received by BROOKSBY VILLAGE:

By:_____ _____
BROOKSBY VILLAGE Representative Date

REFUND FORM 1

1. Refund during Lifetime - In the event that a Refund becomes payable during Resident's lifetime under the terms of the Care Agreement, Resident hereby designates that the Refund be paid to: (**please check one option**)

Resident _____ Beneficiaries as designated below _____

2. Refund Upon Death - In the event that a Refund becomes payable upon Resident's death under the terms of the Care Agreement, Resident hereby designates that the Refund be paid directly for convenience to the beneficiaries listed below, *per stirpes*, in the percentages indicated. **Percentages listed below may go up to two decimal places and must add up to 100 (i.e. 33.33%, 33.33%, 33.34%).**

Percentage Interest, Name & Address of Beneficiary

1. _____% _____
_____
_____

2. ____% _____
_____
_____

3. _____% _____
_____
_____

4. ____% _____
_____
_____

5. _____% _____
_____
_____

6. ____% _____
_____
_____

_____ _____
Resident Date

_____ _____
Resident Date

If signed by a representative, indicate name of representative and nature of authority (i.e. power of attorney, guardian, etc.): _____

This Refund Form was signed by the above-named Resident(s) in our presence and in the presence of each other and the above-named Resident(s) has acknowledged this Refund Form as Resident's own act.

_____ _____
Witness
_____
Address

_____ _____
Witness
_____
Address

Received by BROOKSBY VILLAGE:

By:_____ _____
BROOKSBY VILLAGE Representative Date

Note 1 - Per stirpes generally means that if a named person is not living at the time the Refund is to be distributed, his or her children will share that person's share of the Refund equally. A pattern of children substituting for and sharing equally in their deceased parent's share continues through succeeding generations existing as of the date of the Resident's passing or, in the case of Joint Residents, the last Resident's passing.

REFUND FORM 2

1. Refund During Lifetime or Upon Death - If a Refund becomes due during Resident's Lifetime or upon Resident's death under the Residence and Care Agreement, Resident hereby designates that the Refund be made payable to the Resident's Trust designated below. In the event that the Trust is revoked, Resident understands and agrees that he/she must provide to BROOKSBY VILLAGE proof of the revocation of the trust and a new, duly executed Refund Form disposing of the right to a Refund. If a new Refund Form is not executed, the Refund will be paid by BROOKSBY VILLAGE to the Resident or the Resident's Estate. (See Form 3 for requirements to confirm due qualification.) **Percentages listed below may go up to two decimal places and must add up to 100.**

_____% The _____ Trust dated _____ _____
Mail to Trustee or qualified Successor Trustee _____

_____% The _____ Trust dated _____ _____
Mail to Trustee or qualified Successor Trustee _____

(Note: The person representing to be the Trustee or Successor Trustee must provide a Certificate of Trust confirming the authority. The Trustee or Successor Trustee should consult with legal counsel/estate planner to understand the requirements.)

_____ _____
Resident Date

_____ _____
Resident Date

If signed by a representative, indicate name of representative and nature of authority (i.e. power of attorney, guardian, etc.): _____

This Refund Form was signed by the above-named Resident(s) in our presence and in the presence of each other and the above-named Resident(s) has acknowledged this Refund Form as Resident's own act.

_____ _____
Witness _____
Address

_____ _____
Witness _____
Address

Received by BROOKSBY VILLAGE:

By:_____ _____
BROOKSBY VILLAGE Representative Date

1000652-1

REFUND FORM 3

1. Refund during Lifetime - In the event that a Refund becomes payable during Resident's lifetime under the terms of the Care Agreement, Resident hereby designates that the Refund be paid to the Resident. If the Entrance Fee was paid on behalf of Joint Residents, the Refund will be paid to both joint residents.

2. Refund Upon Death - In the event that a Refund becomes payable upon Resident's death under the terms of the Care Agreement, Resident hereby designates that the Refund be made payable to the Estate of Resident. In the case of Joint Residents, the Refund will be made payable to the Estate of the final surviving Joint Resident. The check payable to the Estate of Resident or the Estate of the surviving Joint Resident should be mailed to the duly qualified personal representative, Executor, or Executrix, as the case may be, of the Estate. (Note: The person representing to be the "duly qualified" executor/representative of the Estate must present official letters of administration/appointment from the probate office, probate court, or other appropriate legal forum. A will or copy of a will is not qualification. Resident should consult with resident's legal counsel/estate planner to understand the requirements.)

_____ _____
Resident Date

_____ _____
Resident Date

If signed by a representative, indicate name of representative and nature of authority (i.e. power of attorney, guardian, etc.):_____

This Refund Form was signed by the above-named Resident(s) in our presence and in the presence of each other and the above-named Resident(s) has acknowledged this Refund Form as Resident's own act.

_____ _____
Witness _____
Address

_____ _____
Witness _____
Address

Received by BROOKSBY VILLAGE:

By:_____ _____
BROOKSBY VILLAGE Representative Date

BROOKSBY VILLAGE
KEY RECEIPT FORM

Resident Name(s): _____

Apartment/ Unit #: _____

I/We have received the following items on the date shown next to signature(s):

#_____ Apartment Keys [if applicable]

#_____ Resident Key Badges [if applicable]

#_____ Exterior Door Keys [if applicable]

#_____ Mailbox Keys [if applicable]

#_____ Storage Keys [if applicable]

For purposes of the Residence & Care Agreement, if applicable, taking apartment keys is considered the Occupancy Date and the Monthly Service Package fees start as of the take keys date.

Any electronic signature (including any electronic symbol or process used by a signatory with the intent to sign or authenticate) of this form shall have the same legal validity and enforceability as an original, manual signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act. The parties to this form may sign separately in several counter-parts, all of which together shall constitute one and the same form.

_____ _____
Resident/Representative Signature Date

_____ _____
Resident/Representative Signature Date

If signed by a Representative, indicate name of Representative and nature of authority (i.e. power of attorney, guardian, etc.) _____

_____ _____
Community Representative Signature Date

BROOKSBY VILLAGE
UNIT RELEASE ADDENDUM

Resident(s): _____ Unit: _____

Storage bin: _____ Parking Space/ Covered Parking: _____

Departure Date: _____

This form is used to release the current Living Unit in the event of a termination of the Residence and Care Agreement. The term "Community" refers to Brooksby Village, Inc.

1. I/ We hereby release the referenced Unit for resettlement. I/We will vacate the Unit no later than indicated Departure Date and will also relinquish the keys to the Community. I/We also relinquish the referenced storage bin and parking space as of the same Departure Date.

2. To expedite receipt of the next Entrance Fee, the Community has my/our permission to show this Unit as of _____. If I/We are still living in the Unit, the Community will show the Unit only on mutually agreeable dates and times.

3. I/We will be responsible for the monthly service package, minus the non-occupancy credit as applicable, for the period defined in Section 8.6 of the Residence and Care Agreement or the Refund Section of the Continuing Care Addendum to the Residence and Care Agreement, as applicable.

4. Per Section 9.4 of the Residence and Care Agreement, I/We will be responsible for *(check applicable option depending on Resident's specific Care Agreement)*:

_____ *(100% Refundable Care Agreement)* All refurbishing fees, as defined in Section 9.4. The estimated cost for refurbishing is $_____. The cost for removing any customized or structural changes or any specialized refurbishing beyond normal wear and tear for will be evaluated post-occupancy, or

_____ *(90% Refundable Care Agreement)* The Refurbishing Charges as defined in Section 9.4 to be evaluated post-occupancy. The estimated Refurbishing Charges are $_____. Depending on the circumstances of release or transfer, all or a portion of the Refurbishing Charges may be covered by the Community (see Section 9.4 for details). This release is for (check one option):

__ ILU Release __ Assisted Care __ Nursing/ Rest Home Unit Release

5. The Community will provide the Refund per the terms and conditions of Section 7 of the Residence and Care Agreement. Depending on the terms of Resident's Care Agreement, the refund may be a full refund or a 90% refund (both referred to as the "Refund" for

purposes of this form). After the conditions are met, the Community will generate the Refund within the 60 day period. The full period may be needed to generate the Refund.[1]

The Community also offers these options for the final bill approval/ payment (*please initial one*):

_____ a. To expedite the Refund, I/ We direct the Community to deduct the amount of the final bill from the Refund and to send a copy of the final bill with the Refund check(s) depending on the designation of beneficiaries per the Refund Form. I/We will still have a reasonable opportunity to review the final bill and discuss charges deducted from the Refund. The Community will refund charges that were deducted in error. **For residents with a 90% Refundable Care Agreement, initialing this option constitutes pre-approval of the final bill per the terms of Section 7.6.**

_____ b. I/ We direct the Community to send the final bill for approval before any Refund. I/We understand that this may extend the processing for the Refund to the full 60 day period. **For residents with a 90% Refundable Care Agreement, initialing this option does not constitute pre-approval of the final bill and thus the resident does not receive the Refund Number.**

6. Any electronic signature (including any electronic symbol or process used by a signatory with the intent to sign or authenticate) of this Addendum shall have the same legal validity and enforceability as an original, manual signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act. The parties to this form may sign separately in several counter-parts, all of which together shall constitute one and the same Addendum.

[1] Resident can also elect the statutory refund per Section 7.6.3 of the Care Agreement which will differ from the contracted refund, depending on the length of residency, deducting 1% for each month of occupancy. No sales charge deduction will be applied if referenced.

This Addendum is incorporated into the Residence and Care Agreement. All other provisions of the Residence and Care Agreement remain in full force and effect, except as specifically modified in this Addendum and any inconsistency between this Addendum and the Residence and Care Agreement shall be governed by the terms of the Residence and Care Agreement.

_____ _____

Date Signature of Resident or Resident's Representative

If signed by a Representative, Name, Address and Phone # of Representative:

_____

_____

Staff Member: _____

BROOKSBY VILLAGE, INC.
UNIT RELEASE - TRANSFER ADDENDUM

Resident(s): _____ Unit: _____

Storage bin: _____ Parking Space/ Covered Parking: _____

Departure Date: _____

This form is used to release the current Living Unit in the event of a transfer and to modify the Residence and Care Agreement for changes in the Resident's new Living Unit, monthly service package, and Entrance Fee, if any. The term "Community" refers to Brooksby Village, Inc.

1. I/We hereby release the referenced Unit for resettlement. I/We will vacate the Unit no later than indicated Departure Date and will also relinquish the keys to the Community. I/We also relinquish the referenced storage bin and parking space as of the same Departure Date.

2. To expedite receipt of the next Entrance Fee, the Community has my/our permission to show this Unit as of _____. If I/We are still living in the Unit, the Community will show the Unit only on mutually agreeable dates and times.

3. Per Section 8.5 of the Residence and Care Agreement[1] and per the Community's current policy, I am/We are responsible for payment of the Monthly Service Package, pro-rated and less the Non-Occupancy Credit as applicable, for the vacated Living Unit until I/We completely vacate, remove all possessions from the vacated Living Unit, and return the keys for the vacated Living Unit to the Community.

4. Per Section 9.4 of the Residence and Care Agreement, I/We will be responsible for *(check applicable option depending on Resident's specific Care Agreement)*:

_____ *(100% Refundable Care Agreement)* All refurbishing fees, as defined in Section 9.4. The estimated cost for refurbishing is $_____. The cost for removing any customized or structural changes or any specialized refurbishing beyond normal wear and tear for will be evaluated post-occupancy, or

[1] Section 8.5 of some older versions of the Residence & Care Agreement require that the resident is responsible for payment of the Monthly Service Package for a certain period of time after the defined Departure Date from the vacated Living Unit.

_____ *(90% Refundable Care Agreement)* The Refurbishing Charges as defined in Section 9.4 to be evaluated post-occupancy. The estimated Refurbishing Charges are $_____. Depending on the circumstances of release or transfer, all or a portion of the Refurbishing Charges may be covered by the Community (see Section 9.4 for details). This release is for (check one option):

___ ILU to ILU
___ ILU to Assisted Care/Rest Home/Nursing
___ Assisted Care Unit to any unit
___ Rest Home Unit to any unit
___ Nursing Unit to any unit
___ Any unit to another Erickson managed campus

5. I/We are making the following transfer:

_____ a. I am/We are moving to Unit _____ at the Community. The new monthly fee shall be $ _____ and the Entrance Fee (*circle one*): remains the same/ is changed to $_____. I/We have the right to occupy the new Unit from the Occupancy Date for such new Unit to the Departure Date for such new Unit.

_____ b. I am/We are moving to _____, an Erickson managed community. The Community will provide the Refund per the terms and conditions of Section 7 of the Residence and Care Agreement. Depending on the terms of Resident's Care Agreement, the refund may be a full refund or a 90% refund (both referred to as the "Refund" for purposes of this form). I/We direct the Community to send the Refund to _____ after the final bill at this Community is settled.

i. I/We direct the Community to automatically deduct the final bill at this Community from the Refund. **For residents with a 90% Refundable Care Agreement, initialing this option constitutes pre-approval of the final bill per the terms of Section 7.6.**

ii. I/We do not want the final bill automatically deducted. I/We understand that the final bill must be paid separately before the Refund is made to the new community and that this may extend the time for move-in to the new community. **For residents with a 90% Refundable Care Agreement, initialing this option does not constitute pre-approval of the final bill and thus the resident does not receive the Refund Number.**

6. Any electronic signature (including any electronic symbol or process used by a signatory with the intent to sign or authenticate) of this Addendum shall have the same legal validity and enforceability as an original, manual signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act. The parties to this form may sign separately in several counter-parts, all of which together shall constitute one and the same Addendum.

This Addendum is incorporated into the Residence and Care Agreement. All other provisions of the Residence and Care Agreement remain in full force and effect, except as specifically modified in this Addendum, and any other inconsistency between this Addendum and the Residence and Care Agreement shall be governed by the terms of the Residence and Care Agreement.

_____ _____

Date Signature of Resident or Resident's Representative

If signed by a Representative, Name, Address and Phone # of Representative:

_____

_____

( )

Staff Member: _____

BROOKSBY VILLAGE
GUARANTY AGREEMENT

This Guaranty Agreement is made as of this _____ day of _____, 20__ between BROOKSBY VILLAGE, INC., ("Brooksby Village") and _____ _____ (herein collectively referred to as "Guarantor").

WHEREAS, _____("Beneficiary") desires to become a resident at the Brooksby Village Retirement Community and has entered or will enter into a Residence and Care Agreement with Brooksby Village;

WHEREAS, Beneficiary's current financial status does not meet Brooksby Village's standard qualifications, and Brooksby Village cannot allow Beneficiary to become a resident without additional assurances;

WHEREAS, Guarantor desires to give Brooksby Village additional assurances in order to induce Brooksby Village to accept the Beneficiary as a resident;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Guarantor agrees to voluntarily and unconditionally guarantee payment (the "Guaranty") of Beneficiary's obligations which are due or may become due to Brooksby Village incurred relative to Beneficiary's residence at Brooksby Village pursuant to the terms of the Residence and Care Agreement. This Guaranty shall continue in effect from the date of this Agreement until the Guarantor is released by Brooksby Village pursuant to Section 8 of this Agreement. The Guaranty is unlimited as to amount.

2. Guarantor understands that this is an unconditional Guaranty of payment, not collection. If Brooksby Village believes, in its sole discretion, that an attempt to collect from the Beneficiary may be detrimental to the Beneficiary's health or would not be reasonable considering Beneficiary's economic condition, Brooksby Village will not attempt to collect from the Beneficiary first.

3. Brooksby Village will use its sole discretion in determining whether or not to proceed to collect amounts from Guarantor or other sources. In exercising that discretion, as a matter of policy but not obligation, generally Brooksby Village will first determine if Beneficiary has any readily available source of funds to pay his/her obligations and if Beneficiary does, seek to obtain the funds from such source; second, seek to obtain payment from Guarantor; third, from spending down the Entrance Fee paid to Brooksby Village; fourth, seek to obtain payment from medical assistance if Brooksby Village believes medical assistance is available to

Beneficiary; fifth, seek to obtain funds from the Community's Benevolent Care Fund; and finally, seek to obtain funds from any remaining source of available funds.

4. Subject to verification of Beneficiary's financial qualifications and health-related status, Brooksby Village agrees to accept Beneficiary as a resident pursuant to the terms of the Residence and Care Agreement.

5. Guarantor hereby waives its rights to the following: presentment, demand, dishonor, protest, notice of nonpayment, and notice of dishonor. Guarantor further agrees that all arrangements concerning Beneficiary's financial obligations to Brooksby Village shall be made and decided solely between Brooksby Village and the Beneficiary. However, Guarantor shall be entitled, upon request, to receive a copy of Beneficiary's monthly statement.

6 Guarantor will be deemed to have defaulted under this Guaranty Agreement in the event that Guarantor fails to pay to Brooksby Village all amounts due and payable pursuant to the Guaranty within forty-five (45) days of demand by Brooksby Village for payment pursuant to the Guaranty.

7. In the event of a Default, in addition to any amounts due pursuant to the Guaranty, Guarantor shall also be responsible for any court costs, including reasonable attorneys' fees, that might be incurred by Brooksby Village in enforcing the Agreement. The parties agree that this agreement shall be interpreted under the laws of the State of Massachusetts and that venue for any claim arising out of this Guaranty Agreement shall be in Essex County, Massachusetts.

8. In the event that Beneficiary terminates the Residence and Care Agreement during his/her lifetime or dies during residence at Brooksby Village, Brooksby Village agrees that Guarantor shall be released from its obligations under this Guaranty Agreement upon satisfaction of all of Beneficiary's outstanding charges.

9. This Guaranty is incorporated into the Residence and Care Agreement. The Residence and Care Agreement remains in full force and effect, and, if there is any inconsistency between this Guaranty and the Residence and Care Agreement, the Residence and Care Agreement shall govern.

10. Any electronic signature (including any electronic symbol or process used by a signatory with the intent to sign or authenticate) of this Guaranty Agreement shall have the same legal validity and enforceability as an original, manual signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act. The parties to this Guaranty Agreement may sign separately in several counter-parts, all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

_____	_____
Witness	Guarantor
_____	_____
Witness	Guarantor
	BROOKSBY VILLAGE, Inc.
_____	By: _____
Witness	

BROOKSBY VILLAGE
LIMITED GUARANTY AGREEMENT

This Guaranty Agreement is made as of this _____ day of _____, 20__ between BROOKSBY VILLAGE, INC. (herein referred to as "Brooksby Village") and _____ (herein collectively referred to as "Guarantor").

WHEREAS, _____ ("Beneficiary") desires to become a resident of Brooksby Village Retirement Community (the "Facility"), operated by Brooksby Village and has entered or will enter into a Residence and Care Agreement with Brooksby Village;

WHEREAS, Beneficiary's current financial status does not meet Brooksby Village's standard qualifications, and Brooksby Village cannot allow Beneficiary to become a resident without additional assurances;

WHEREAS, Guarantor desires to give Brooksby Village additional assurances in order to induce Brooksby Village to accept the Beneficiary as a resident;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Guarantor agrees to voluntarily and unconditionally guarantee payment (the "Guaranty") of Beneficiary's obligations which are due or may become due to Brooksby Village incurred relative to Beneficiary's residence at the Facility pursuant to the terms of the Residence and Care Agreement. This Guaranty shall continue in effect from the date of this Agreement until the Guarantor is released by Brooksby Village pursuant to Section 8 of this Agreement. The Guaranty is limited in the amount of _____.

2. Guarantor understands that this is an unconditional Guaranty of payment, not collection. If Brooksby Village believes, in its sole discretion, that an attempt to collect from the Beneficiary may be detrimental to the Beneficiary's health or would not be reasonable considering Beneficiary's economic condition, Brooksby Village will not attempt to collect from the Beneficiary first.

3. Brooksby Village will use its sole discretion in determining whether or not to proceed to collect amounts from Guarantor or other sources. In exercising that discretion, as a matter of policy but not obligation, generally Brooksby Village will first determine if Beneficiary has any readily available source of funds to pay his/her obligations and if Beneficiary does, seek to obtain the funds from such source; second, seek to obtain payment from Guarantor; third, from spending down the Entrance Fee paid to Brooksby Village; fourth, seek to obtain funds

from Brooksby Village's Benevolent Care Fund; and finally, seek to obtain funds from any remaining source of available funds.

4. Subject to verification of Beneficiary's financial qualifications and health-related status, Brooksby Village agrees to accept Beneficiary as a resident pursuant to the terms of the Residence and Care Agreement.

5. Guarantor hereby waives its rights to the following: presentment, demand, dishonor, protest, notice of nonpayment, and notice of dishonor. Guarantor further agrees that all arrangements concerning Beneficiary's financial obligations to Brooksby Village shall be made and decided solely between Brooksby Village and the Beneficiary. However, Guarantor shall be entitled, upon request, to receive a copy of Beneficiary's monthly statement.

6 Guarantor will be deemed to have defaulted under this Guaranty Agreement in the event that Guarantor fails to pay to Brooksby Village all amounts due and payable pursuant to the Guaranty within forty-five (45) days of demand by Brooksby Village for payment pursuant to the Guaranty.

7. In the event of a Default, in addition to any amounts due pursuant to the Guaranty, Guarantor shall also be responsible for any court costs, including reasonable attorneys' fees, that might be incurred by Brooksby Village in enforcing the Agreement. The parties agree that this Agreement shall be interpreted under the laws of the State of Massachusetts and venue for any claim arising out of this Guaranty Agreement shall be in Essex County, Massachusetts.

8. In the event that Beneficiary terminates the Residence and Care Agreement during his/her lifetime or dies during residence at the Facility, Brooksby Village agrees that Guarantor shall be released from its obligations under this Guaranty Agreement upon satisfaction of all Guarantor's obligations under this Guaranty Agreement and ninety (90) days following Beneficiary's Departure Date, or resale of the Continuing Care Unit, whichever shall occur first.

9. Any electronic signature (including any electronic symbol or process used by a signatory with the intent to sign or authenticate) of this Guaranty Agreement shall have the same legal validity and enforceability as an original, manual signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act. The parties to this Guaranty Agreement may sign separately in several counter-parts, all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

_____	_____
Witness	Guarantor
_____	_____
Witness	Guarantor
	BROOKSBY VILLAGE, INC.
_____	By: _____
Witness	

BROOKSBY VILLAGE
LIMITED GUARANTY AGREEMENT (JOINT ASSETS)

This Guaranty Agreement is made as of this _____ day of _____, 20__ between BROOKSBY VILLAGE, INC. ("Brooksby Village") and _____

_____

(herein collectively referred to as "Guarantor").

Recitals

R.1 _____ ("Beneficiary") desires to become a resident at the Brooksby Village Retirement Community and will enter into a Residence and Care Agreement with Brooksby Village;

R.2 Beneficiary and Guarantor own jointly the assets (the "Joint Assets") set forth in Exhibit A, attached to and incorporated in this Agreement which Joint Assets have the value set forth in Exhibit A as of the date of this Agreement;

R.3 Due to the ownership of the Joint Assets, Beneficiary's individual financial status does not meet Brooksby Village's standard qualifications for residency;

R.4 Guarantor desires to give Brooksby Village additional assurances as to the Joint Assets in order to induce Brooksby Village to accept the Beneficiary as a resident;

Agreement

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Subject to the limitations set forth in Section 2 hereof, Guarantor agrees to voluntarily and unconditionally guarantee payment (the "Guaranty") of Beneficiary's obligations which are due or may become due to Brooksby Village incurred relative to Beneficiary's residence at BROOKSBY VILLAGE pursuant to the terms of the Residence and Care Agreement. This Guaranty shall continue in effect from the date of this Agreement until the Guarantor is released by Brooksby Village pursuant to Section 9 of this Agreement.

2. Unless Guarantor has committed a Default under this Guaranty as defined in Section 5 hereof, the Guaranty is limited to payment from the Joint Assets as set forth in Exhibit A. Guarantor understands that this is an unconditional Guaranty of payment, not collection.

3. Subject to Brooksby Village's verification of Beneficiary's financial qualifications other than the Joint Assets and to Brooksby Village's determination of the

appropriate level of care for Beneficiary, Brooksby Village agrees to accept Beneficiary as a resident pursuant to the terms of the Residence and Care Agreement.

4. In the event that Beneficiary is unable to meet his/her obligations under the Residence and Care Agreement without use of the Joint Assets, Brooksby Village will use its sole discretion in determining whether or not to proceed to collect amounts from the Beneficiary, the Joint Assets, the Guarantor, or other sources. In exercising that discretion, as a matter of policy but not obligation, generally Brooksby Village will take the following steps:

4.1. Upon Beneficiary's or Beneficiary's duly authorized representative's request for assistance pursuant to the Residence and Care Agreement, Brooksby Village shall review the Beneficiary's then-current financial status, including but not limited to the balance of the Joint Assets. Brooksby Village may request further documentation to show that any changes in the value of the Joint Assets, as shown in Exhibit A, were either expenditures made for the direct benefit of the Beneficiary or market fluctuations in the value of the Joint Assets.

4.2. If Brooksby Village believes in its sole discretion that any expenditures from the Joint Assets were spent for the benefit of Beneficiary and that Beneficiary is not otherwise in breach of the Residence and Care Agreement, Brooksby Village may then initiate a spend-down plan with the Beneficiary or the duly authorized representative for Beneficiary's assets, including the Joint Assets, other than the entrance fee. Brooksby Village may require that Resident seek to obtain funds from outside sources such as medical assistance. If Brooksby Village believes in its sole discretion that any expenditures from the Joint Assets were due to a Default by Guarantor, Brooksby Village shall proceed as provided in Section 5 hereof.

4.3. After spend-down of Beneficiary's assets, including the Joint Assets, Brooksby Village shall release the Guaranty and shall initiate a spend-down of the entrance fee.

4.4. After expenditure of the entrance fee, Beneficiary or Beneficiary's duly authorized representative may apply for assistance from the Benevolent Care Fund, if available.

5. Guarantor will be in Default under this Guaranty Agreement in the event that Guarantor withdraws, spends, distributes, pledges, assigns, or otherwise uses the Joint Assets for any purpose other than for the direct benefit of the Beneficiary. In the event of a Default, as a matter of policy but not obligation, Brooksby Village shall normally proceed as follows:

5.1. Prior to initiating a spend-down plan as described in Section 4.2, Brooksby Village shall first enforce the Guaranty. Brooksby Village shall have the right to enforce payment of the Guaranty against any and all of Guarantor's personal assets in any form whatsoever and shall not be limited to payment from the Joint Assets. The Guaranty shall be limited to the amount of the Joint Assets withdrawn, spent, distributed, pledged, assigned, or otherwise used by the Guarantor other than for the direct benefit of the Beneficiary, which amount shall be determined by Brooksby Village in its sole discretion.

5.2. In the event that Brooksby Village is required to hire a collection agency or to initiate legal proceedings to enforce the Guaranty, in addition to any amounts due pursuant to the Guaranty, Guarantor shall also be responsible for any and all interest, collection costs, and court costs, including reasonable attorneys' fees, that might be incurred by Brooksby Village in enforcing the Guaranty.

5.3. After payment to Brooksby Village of all sums due pursuant to the Guaranty and any interest, collection costs, court costs, including reasonable attorney's fees, which may be due pursuant to Section 5.2, Brooksby Village will work with the Beneficiary or the Beneficiary's duly authorized representative to initiate the steps listed in Section 4.2, 4.3 and 4.4 hereof with regard to the spend-down program and application to the Benevolent Care Fund.

6. The parties agree that venue for any claim, conflict, enforcement, or other action arising out of this Guaranty Agreement shall be in Essex County, Massachusetts.

7. Guarantor hereby waives its rights to the following: presentment, demand, dishonor, protest, notice of nonpayment, and notice of dishonor. Guarantor further agrees that all arrangements concerning Beneficiary's financial obligations to Brooksby Village shall be made and decided solely between Brooksby Village and the Beneficiary. However, Guarantor shall be entitled, upon request, to receive a copy of Beneficiary's monthly statement.

8. In addition to all rights available to Brooksby Village under this Agreement, Brooksby Village shall also have all of the rights and remedies enumerated in the Residence and Care Agreement, up to and including termination of residency, for non-payment of fees.

9. Brooksby Village agrees that it will release Guarantor from the obligations under this Guaranty Agreement upon the sooner of:

a. The termination of the Residence and Care Agreement either during his/her lifetime or due to Beneficiary's death, upon satisfaction of all of Guarantor's

obligations under this Guaranty Agreement and ninety (90) days following Beneficiary's Departure Date or resale of the Continuing Care Unit, whichever event shall occur first;

b. The completion of the steps listed in Sections 4.1, 4.2 and 4.3 hereof; or

c. The payment of all sums due to Brooksby Village, as enumerated in Section 5.3, in the event of a Default.

10. Any electronic signature (including any electronic symbol or process used by a signatory with the intent to sign or authenticate) of this Guaranty Agreement shall have the same legal validity and enforceability as an original, manual signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act. The parties to this Guaranty Agreement may sign separately in several counter-parts, all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

_____	_____
Witness	Guarantor
_____	_____
Witness	Guarantor
	BROOKSBY VILLAGE, INC.
_____	By: _____
Witness	

EXHIBIT A

Joint Assets	Value as of Date of Agreement

BROOKSBY VILLAGE
LIMITED GUARANTY/MONTHLY CONTRIBUTION AGREEMENT

This Guaranty Agreement is made as of this _____ day of _____, 20__ between BROOKSBY VILLAGE, INC. (herein referred to as "Brooksby Village") and _____ _____ (herein collectively referred to as "Guarantor").

WHEREAS, _____("Beneficiary") desires to become a resident of Brooksby Village Retirement Community (the "Community"), operated by Brooksby Village and has entered or will enter into a Residence and Care Agreement with Brooksby Village;

WHEREAS, Beneficiary's current financial status does not meet Brooksby Village's standard qualifications, and Brooksby Village cannot allow Beneficiary to become a resident without additional assurances;

WHEREAS, Guarantor desires to give Brooksby Village additional assurances in order to induce Brooksby Village to accept the Beneficiary as a resident;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Guarantor agrees to voluntarily and unconditionally guarantee payment (the "Guaranty") of a portion of Beneficiary's obligations which are due or may become due to Brooksby Village incurred relative to Beneficiary's residence at the Community pursuant to the terms of the Residence and Care Agreement. Specifically, Guarantor agrees to voluntarily and unconditionally pay to the order of Brooksby Village, Inc. _____ Dollars ($_____) per month towards Beneficiary's Monthly Service Package which will assist Beneficiary to continue payment of the remaining monthly balance without depleting Beneficiary's stated assets verified during the admission process. This Guaranty shall continue in effect from the date of this Agreement until the Guarantor is released by Brooksby Village pursuant to Section 8 of this Agreement.

2. Guarantor understands that this is an unconditional Guaranty of payment, not collection.

3. Until the total limit of the guaranty is reached, Guarantor will remit monthly payment by the 15th day of each month to Brooksby Village. Payments are due in advance for each month.

4. Subject to verification of Beneficiary's financial qualifications and health-related status, Brooksby Village agrees to accept Beneficiary as a resident pursuant to the terms of the Residence and Care Agreement.

5. Guarantor hereby waives its rights to the following: presentment, demand, dishonor, protest, notice of nonpayment, and notice of dishonor. Guarantor further agrees that all arrangements concerning Beneficiary's financial obligations to Brooksby Village shall be made and decided solely between Brooksby Village and the Beneficiary. However, Guarantor shall be entitled, upon request, to receive a copy of Beneficiary's monthly statement.

6 Guarantor will be deemed to have defaulted under this Guaranty Agreement in the event that Guarantor fails to pay to Brooksby Village all amounts due and payable pursuant to the Guaranty within forty-five (45) days of demand by Brooksby Village for payment pursuant to the Guaranty.

7. In the event of a Default, in addition to any amounts due pursuant to the Guaranty, Guarantor shall also be responsible for any court costs, including reasonable attorneys' fees, that might be incurred by Brooksby Village in enforcing the Agreement. The parties agree that this Agreement shall be interpreted under the laws of the Commonwealth of Massachusetts, and venue for any claim arising out of this Guaranty Agreement shall be in Essex County, Massachusetts.

8. In the event that Beneficiary terminates the Residence and Care Agreement during his/her lifetime, dies during residence at the Community, or Beneficiary becomes a permanent resident of the nursing facility to be located at Brooksby Village, Brooksby Village agrees that Guarantor shall be released from its obligations under this Guaranty Agreement upon satisfaction of all of Guarantor's obligations pursuant to this Guaranty Agreement. In addition, Brooksby Village agrees that Guarantor shall be released from its obligations when and if Guarantor has paid the total limit of the guaranty as stated in Section 1 hereof.

9. Any electronic signature (including any electronic symbol or process used by a signatory with the intent to sign or authenticate) of this Guaranty Agreement shall have the same legal validity and enforceability as an original, manual signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act. The parties to this Guaranty Agreement may sign separately in several counter-parts, all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

_____	_____
Witness	Guarantor
_____	_____
Witness	Guarantor
_____	_____
Witness	Guarantor
	BROOKSBY VILLAGE, INC.
_____	By: _____
Witness	

$_____ **Date of Note**: _____, 20_____
Peabody, Massachusetts

BROOKSBY VILLAGE, INC.
PROMISSORY NOTE

Now, therefore, _____, Maker, hereby promises to pay to the order of Brooksby Village, at its offices located at 100 Brooksby Village Drive, Peabody, Massachusetts 01960 or at such other place as the holder of this Note may, from time to time designate, the principal sum of: _____ Dollars ($_____), plus all accrued interest (unless waived under Section 1 hereof), payable on or before the Maturity Date as defined in Section 2 hereof.

1. Interest Rate. Interest on the unpaid principal balance shall begin accruing on the **DATE OF THIS NOTE** which appears in the upper right hand corner of this note, at the rate of nine percent (9%) per annum (360 days per year). In the event that the Maker of this Note pays the entire principal balance due on or before the Maturity Date, the interest for that period shall be **waived**. In the event that the **entire** principal balance is not paid on or before the Maturity Date, **accrued interest will be charged every month from the Date of this Note on the unpaid principal balance until satisfaction and termination of this Note.**

2. Maturity Date. The Maturity Date of this Note shall be: the earlier of (i) _____, 20_____ or (ii) five business days from the sale and settlement of the Maker's property located at _____.

3. Repayment. The entire principal balance shall be due and payable on or before the Maturity Date. In addition to payment of the principal balance, Maker agrees to pay any assessed interest as provided in Section 1.

4. Application of Payments. All payments made hereunder shall be applied first to accrued interest, before being applied to principal, unless the interest is waived under Section 1.

5. Prepayment. The undersigned may prepay this Note in whole or in part at any time before the Maturity Date without any penalty.

6. Default. In the event of a default in the payment of any installment of principal or interest due hereunder which has continued for a period of thirty (30) days after written notice of default, the holder may, in addition to any other remedy provided by law, recover attorneys fees and costs, and in its sole discretion and without further notice or demand, declare that the Residence and Care Agreement of the Maker/ Resident is terminated for non-payment.

7. Assignment. The Holder of this Note may assign or transfer this Note for value to a subsequent Holder who may be a holder in due course. If assigned, the Maker/Resident agrees to recognize the new Holder of the Note to the extent of such assignment.

8. Waiver. Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers of this Note. This Note shall be the joint and several obligation of all makers, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

9. Miscellaneous. This Note shall be construed and governed according to the laws of the State of Massachusetts. Venue for any action arising out of the making of this Note shall be in Essex County, Massachusetts.

10. Electronic Signature. Any electronic signature (including any electronic symbol or process used by a signatory with the intent to sign or authenticate) of this Note shall have the same legal validity and enforceability as an original, manual signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act. The parties to this Note may sign separately in several counter-parts, all of which together shall constitute one and the same Note.

IN WITNESS WHEREOF, Maker has caused this Promissory Note to be executed and sealed the day and year first above written.

WITNESS(ES):

_____

_____

MAKER:

_____

_____

Unit: _____

ALLONGE TO PROMISSORY NOTE

THIS ALLONGE TO PROMISSORY NOTE (the "Allonge") is effective as of _____, 20__ by and between Brooksby Village, Inc. ("HOLDER"), and _____ ("MAKER").

Recitals

R.1. MAKER executed that certain Promissory Note in favor of HOLDER (the "Note") in the principal sum of $_____, dated as of _____ (the "Issuance Date").

R.2 MAKER and HOLDER have agreed to amend the Note per the terms and conditions stated herein.

Agreement

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MAKER and HOLDER hereby agree as follows:

1. **Amendment.** The Note is hereby amended as follows:

   a. Each reference in the Note to the Maturity Date is hereby amended to mean and refer to _____, 20__ (the "Revised Maturity Date"). Maker agrees to pay an additional $_____ (the "10% Deposit") in principal on the date of this Allonge. On the Revised Maturity Date, Maker agrees to pay all outstanding principal to Holder.

   b. If Maker pays the required 10% Deposit payment when due and also pays the outstanding principal within 90 days of the Issuance Date of the Note, then Holder will waive interest on the principal. However, if Maker fails to make the required 10% Deposit payment when due or if Maker fails to pay the outstanding principal within 90 days of the Issuance Date of the Note, then Maker agrees and acknowledges that Holder will assess interest every month at the rate provided in the Note from day 91 of the Issuance Date until full payment of the principal and accrued interest.

2. **Affirmation.** The representations of MAKER contained in the Note are true and correct as of this date and MAKER represents to HOLDER the accuracy of each representation as if they have been made on this date. This Allonge (a) is being physically attached to the Note simultaneously with the entry into this Allonge by the parties hereto, to evidence the modification of the provisions of the Note effected hereby, and (b) shall upon such attachment be deemed to be a part of the Note, as fully and completely as if its provisions were set forth in the body of the Note.

3. **Definition.** The term "this Note" as used in the Note, shall mean the Note as modified herein unless the context clearly indicates or dictates a contrary meaning. Other defined terms in this Allonge were previously defined in the Note and have the same meaning as defined in the Note.

4. **Default**. In the event of a default in the payment of any installment of interest or principal due hereunder, HOLDER may, in addition to any other remedy provided by law, recover

attorneys' fees and costs, and in its sole discretion and without further notice or demand, declare that the Residence and Care Agreement of the Maker/ Resident is terminated for non-payment.

5. **Liability and Obligations; No Novation.** MAKER ratifies and confirms all of its liabilities and obligations under the Note and agrees that, except as expressly modified in this Allonge, the Note continues in full force and effect as if set forth specifically herein. MAKER and HOLDER agree that this Allonge shall not be construed as an agreement to extinguish the original obligations under the Note and shall not constitute a novation as to the obligations of MAKER under the Note.

6. **Electronic Signature**. Any electronic signature (including any electronic symbol or process used by a signatory with the intent to sign or authenticate) of this Allonge shall have the same legal validity and enforceability as an original, manual signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act. The parties to this Allonge may sign separately in several counter-parts, all of which together shall constitute one and the same Allonge.

7. **Prior Consent.** This Allonge may not be amended, changed, modified, altered, or terminated without in each instance the prior written consent of HOLDER.

Maker(s):

_____

_____

Living Unit: _____

HOLDER: Brooksby Village, Inc.

By: _____

Title: _____

CUSTOM INTERIORS AGREEMENT

THIS CUSTOM INTERIORS AGREEMENT (the "**Agreement**") is made as of this _____ day of _____, _____, by and between Brooksby Village, Inc., having an address of 100 Brooksby Village Drive, Peabody, Massachusetts 01960 (herein referred to as "**Brooksby Village**") and _____ ("**Resident**").

RECITALS

R.1 Resident has entered or shall enter into a Residence and Care Agreement (the "**Care Agreement**") with Brooksby Village to occupy the following residential unit at the Community: _____ (the "**Living Unit**").

R.2 Resident desires to purchase certain upgrades or make certain changes to the current condition of the Living Unit to customize the Living Unit for Resident. Brooksby Village is willing to make the changes desired by Resident only upon the following terms and conditions.

R.3 Terms that are not defined in this Agreement have the same meaning as in the Resident's Care Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Improvements. Resident and Brooksby Village agree that Resident's Living Unit will be customized with the upgrades and improvements (the "**Improvements**") which are listed in the Statement of Work/Price Quote in Exhibit A, attached to and incorporated into this Agreement.

2. Cost of the Improvements. Resident agrees to pay to Brooksby Village the contract fee ("**Contract Fee**") for the Improvements as listed in Exhibit A. The Contract Fee is due and payable in full upon signature of this Agreement, prior to ordering any custom materials or starting the work. Once Brooksby Village has commenced the work by engaging contractors and/or ordering materials, the Contract Fee is then non-refundable. If Resident withdraws his or her application, rescinds the Care Agreement, or fails to occupy the Living Unit for any reason after commencement of the work, Resident understands and agrees that Resident shall **not** be entitled to any reduction or refund of the Contract Fee except as provided in Section 3 hereof.

3. Refurbishing Charges:

a. Pre-Occupancy. If Resident does not occupy the Living Unit for any of the reasons described in Section 2 hereof, Brooksby Village may, in its sole discretion, elect to

refurbishing the Living Unit to its previous condition or to market the Living Unit with the Improvements to a new resident. If Brooksby Village elects to restore the Living Unit, Resident is responsible for any Refurbishing Charges as provided in Section 9.4 of the Residence and Care Agreement (see Section 9.4).

b. Post-Occupancy. After the Occupancy Date by Resident, if the Residence and Care Agreement is terminated by either party for any reason or terminates due to the death of Resident, or if Resident is permanently transferred to a different Living Unit, Brooksby Village may, in its sole discretion, elect to refurbishing the Living Unit to its pre-upgrade condition or to market the Living Unit with the Improvements to a new resident. When Brooksby Village elects to restore the Living Unit, Resident is responsible for any Refurbishing Charges as provided in Section 9.4 of the Residence and Care Agreement.

4. Entire Agreement. This Agreement and the Care Agreement constitute the entire agreement between the parties in respect of customizing and restoring the Living Unit, and there are no oral agreements between the parties in connection herewith. This Agreement is incorporated into the Care Agreement. The Care Agreement remains in full force and effect, and, if there is any inconsistency between this Agreement and the Care Agreement, the Care Agreement shall govern. This Agreement may be amended only in writing executed by all parties.

5. Governing Law; Venue. This Agreement shall be governed by the law of the Commonwealth of Massachusetts. The parties agree that venue for any claim or action arising out of this Agreement shall be in Essex County, Massachusetts.

6. Severability. In the event that any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of the Agreement which shall remain in full force and effect and shall be construed as though they had not contained the invalid or unenforceable provision.

7. Notices. Any notice, invoice, or payment under this Agreement to be given to a party may be either personally delivered or sent by first-class mail, postage prepaid, to the addresses of the parties herein given, unless another address shall have been substituted for such address by notice in writing.

8. Electronic Signatures. Any electronic signature (including any electronic symbol or process used by a signatory with the intent to sign or authenticate) of this Agreement shall have the same legal validity and enforceability as an original, manual signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act. The parties to this form may sign separately in several counter-parts, all of which together shall constitute one and the same Agreement.

INTENDING TO BE LEGALLY BOUND, the parties have set forth their signatures below.

RESIDENT

_____

_____

BROOKSBY VILLAGE, INC.

By:_____
Print Name:_____
Title:_____

EXHIBIT A – STATEMENT OF WORK/PRICE QUOTE

1. The work to be performed by Brooksby Village is described in the attached Price Quote. Brooksby Village has the right to sub-contract or assign portions of the work to its subcontractors, vendors or suppliers. If Resident requests additional work to the Living Unit, such requests must be made in writing. No work can be commenced in the unit until Resident has taken keys for the Living Unit. Brooksby Village shall advise Resident of any changes to the Contract Fee due to the additional requested work.

2. Limitation of Liability. Brooksby Village will perform the work in a timely manner and in workmanlike fashion. **BROOKSBY VILLAGE'S LIABLITY TO RESIDENT FOR ANY CLAIMS OF DEFECTS IN MATERIALS OR WORKMANSHIP OR ANY OTHER CLAIMS ARISING FROM THE WORK SHALL NOT, IN ANY CIRCUMSTANCE, EXCEED THE AMOUNT OF THE CONTRACT FEE PAID BY RESIDENT TO BROOKSBY VILLAGE.**

EXHIBIT 2

DIAGRAM OF COMMUNITY OPERATING STRUCTURE

Summary:
Exhibit Two visually represents the contractual relationship between the business entities associated with the operation of the Community.

Brooksby Village Community Structure
Users Guide

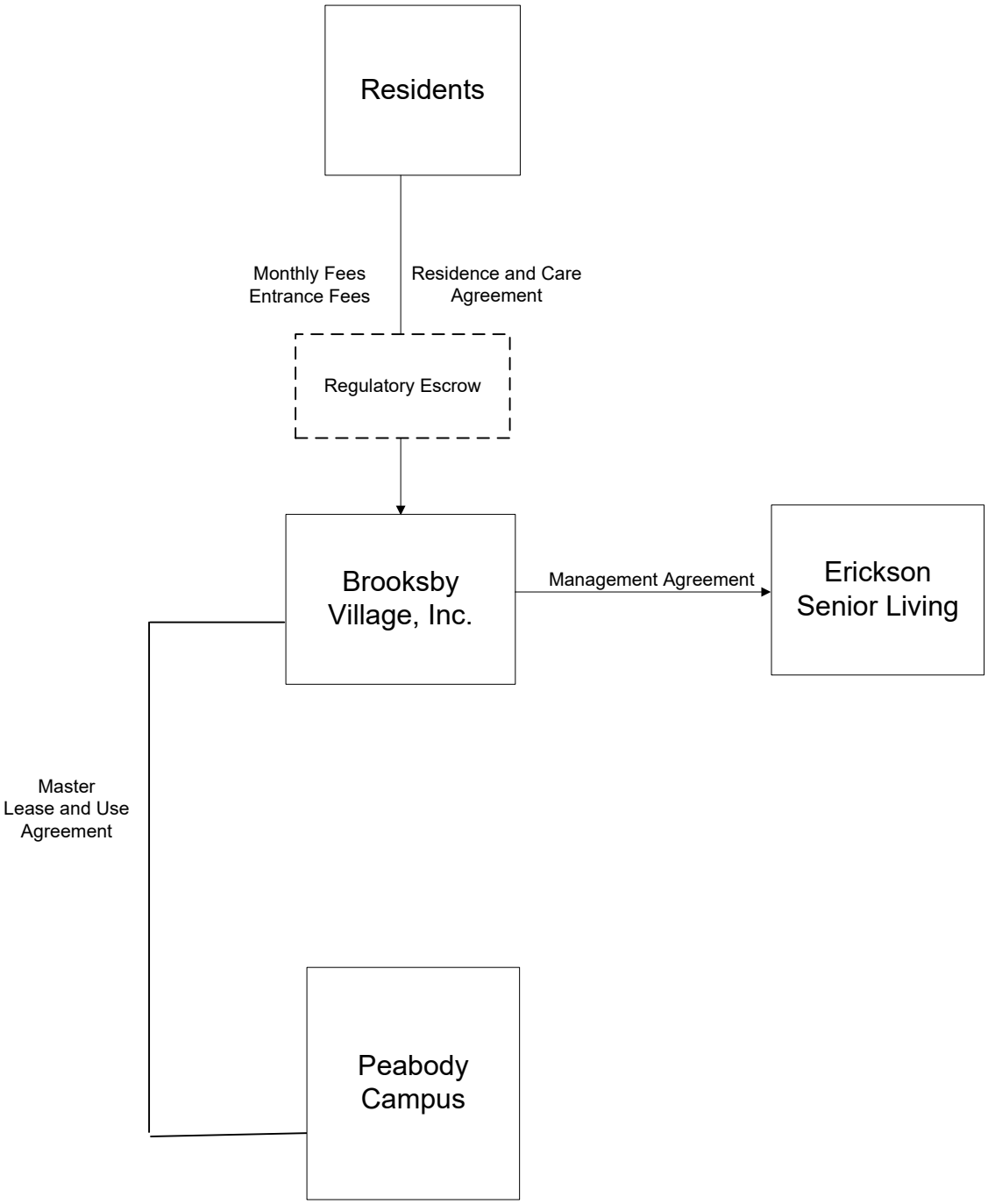


EXHIBIT 3
OWNERSHIP & EXECUTIVE BIOGRAPHIES

Summary:
Exhibit Three lists the directors and officers of Brooksby Village and the selected officers of the current management company along with short executive biographies.

EXHIBIT 3
OWNERSHIP & EXECUTIVE BIOGRAPHIES

Board of Directors of Brooksby Village, Inc.
Mary Colins, Chair
Eileen Erstad
Rev. Zina Jacque
Stephanie Reel
Michael Roskiewicz
Patricia Brown
Monty Leonard
Pamela Paulk
Ian Brown
Russell Sharp
Katherine Clupper
Mary Moscato
Bill Pomeranz
Daniel Wallick

Officers of Brooksby Village, Inc.

Mary Colins:	Chair & President
Mary Moscato:	Vice Chair & Vice President
Mary Colins:	Secretary
Eileen Erstad:	Treasurer
John Hall:	Assistant Treasurer
Pamela Stiner:	Assistant Treasurer
Robert Merkert:	Assistant Treasurer
Mark Embley:	Assistant Treasurer
Daniel Tyler:	Assistant Treasurer
Scott Sawicki:	Assistant Secretary

Executive Director: Tracie Bettano

Selected Officers of Erickson Senior Living

James C. Davis:	Chairman
R. Alan Butler:	Chief Executive Officer
Gregg Colon:	Chief Operating Officer
Dr. Matthew J. Narrett:	Chief Medical Officer
Christian Sweetser:	Chief Financial Officer

Erickson Senior Living is the Manager pursuant to a Management and Marketing Agreement with Brooksby Village. Selected executive biographies for the officers of Erickson Senior Living are listed on the following pages.

EXECUTIVE BIOGRAPHIES

Brooksby Village, Inc. Board of Directors:

Mary Colins, Chair

Judge Colins was appointed to the NSC Board of Directors in 2018. Judge Colins serves as the secretary of the NSC Board. Additionally, she serves as chair of the Governance and Internal Affairs (GIA) Advisory Committee and is a member for both the Operations and Risk Management (ORM) and the Strategic Planning (SPC) Advisory Committees.

Judge Colins served as a senior trial judge in Philadelphia, Pennsylvania. Judge Colins also served as the chairperson and was a founding member of the Pennsylvania Gaming Control Board. In October of 2010, Judge Colins became a member of the Pennsylvania and New Jersey Regional Boards of Directors, which by 2016 included five Supported Organizations.

Judge Colins taught trial advocacy and gaming and casino law at numerous law schools and universities. She lectured and taught at American Bar Association and International Association of Gaming Attorneys and Regulators conferences throughout the country, as well as continuing legal education programs.

Judge Colins holds a Bachelor of Arts in English Literature from The University of Pennsylvania, Juris Doctor (JD) from Villanova University, a Master of Arts in Labor Law from Temple University Beasley School of Law, and a mediation certification from Pepperdine University School of Law.

Ian Brown

Mr. Brown was appointed to the NSC Board of Directors in 2023. He currently serves as a member of both the Governance & Internal Affairs (GIA) and Strategic Planning (SPC) Advisory Committees.

Mr. Brown is the Vice President and Chief Diversity and Belonging Officer at Duke University Health System. Prior to this role, Mr. Brown served in various senior-level roles in national healthcare, senior living (including Erickson Senior Living as both a Community Executive Director and at Erickson Corporate) and educational organization.

Mr. Brown has served as a board member for numerous charitable organizations whose missions have included higher education, advocacy for the older adult population, including LGBTQ+ elders, youth, healthcare, affordable housing, and hunger.

Mr. Brown completed undergraduate studies at Brooklyn College in New York City. He earned a Master of Arts in Liberal Studies at Chicago's Lake Forest College and both a Master of Science in Applied Behavioral Science/Organizational Development and Graduate Certificate in Senior Housing and Healthcare from the Johns Hopkins University Carey Business School in Baltimore.

Patricia Brown

Ms. Brown was appointed to the NSC Board of Directors in 2022. She serves on the Governance and Internal Affairs (GIA), Operation and Risk Management (ORM) Committee, and Strategic Planning Advisory Committees.

Retired after 25 years, Ms. Brown served as the senior vice president of managed care and population health for Johns Hopkins Medicine, president of Johns Hopkins HealthCare LLC, and Senior Counsel for the Johns Hopkins Health System. Prior to joining Johns Hopkins in 1994, Ms. Brown was an assistant attorney general with the Maryland Office of the Attorney General for the Department of Health and Mental Hygiene.

Ms. Brown is actively involved in community activities. She has served on numerous community boards, including the United Way of Central Maryland, which she chaired from 2013 through 2015, the Chesapeake Regional Information System for Our Patients, which she chaired from 2009 to 2019, and Maryvale Preparatory School, her alma mater, which she currently chairs. Ms. Brown also currently serves as president, oncology, for Medically Home Group, an organization transforming health care by bringing acute hospital services to the home.

Ms. Brown holds a Juris Doctor (JD) from the University of Baltimore School of Law and a Bachelor of Arts in Political Science and Government from the University of Richmond.

Eileen Erstad

Ms. Erstad was appointed to the NSC Board in 2014. She currently serves as treasurer of NSC, chair of the Budget and Finance Committee, and is a member of both the Audit, Investment, and Treasury (AIT) and the Strategic Planning (SPC) Advisory Committees.

Ms. Erstad is a senior executive consultant and has been the chief financial officer for organizations in the health care, hospitality, and financial services industries. Ms. Erstad developed and implemented strategic plans, growth, and reorganization strategies, and participated in new product development. Ms. Erstad's most recent position was chief operating officer for ResortQuest. Prior to this, Ms. Erstad was the chief financial officer and senior vice president of Symphony Health Services, LLC; and director of financial planning and analysis at PHH Corporation.

Ms. Erstad graduated from Loyola College in Maryland and is a licensed Certified Public Accountant (CPA).

Zina Jacque

Reverend Jacque was the NSC Board of Directors in 2017 and was appointed as chair of the NSC Board in 2022. Additionally, Reverend Jacque served as a regional director of NSC's west region, from 2009 to 2017.

Reverend Jacque comes to the work of senior living and wellness from a community engagement background. Reverend Jacque is a minister at the Alfred Street Baptist Church in Alexandria, Virginia. Previously, Reverend Jacque has served on the staffs of multicultural,

urban, and suburban churches and performed extensive work in the areas of higher education, counseling, and faith-based not-for-profits.

Reverend Jacque sits on the Board of Directors of the American Baptist Churches USA, JourneyCare Palliative Care and Hospice Center, and the Samaritan Counseling Center of the Northwest Suburbs.

Reverend Jacque holds a Doctor of Theology and a Master of Divinity degree summa cum laude from Boston University, a master's from Columbia University, and a Bachelor of Arts from Northwestern University.

Monty Leonard

Mr. Leonard was appointed to the Board of Directors in 2022. He is a member of both the Audit, Investment, and Treasury (AIT) and Budget and Finance (BFC) Advisory Committees.

Mr. Leonard currently serves as senior vice president and development controller for the Howard Hughes Corporation, overseeing the financial and accounting matters for all of Howard Hughes' strategic development projects. Mr. Leonard was previously the vice president and controller of land development at The Rouse Company, where he helped oversee the acquisition valuation process for several land assets.

Mr. Leonard also served on several community boards, ranging from serving as president of a local little league, vice president of Tri-Churches Housing in Baltimore City, board member of the Howard County Chamber of Commerce, and board of trustee at his church.

Mr. Leonard is a Certified Public Accountant (CPA) and holds a Master of Business Administration and a Bachelor of Arts in Accounting from The University of Akron in Ohio.

Pamela Paulk

Ms. Paulk was appointed to the Board of Directors in 2022. She is a member of both the Operations and Risk Management (ORM) and Governance and Internal Affairs (GIA) Advisory Committees.

Ms. Paulk spent her career in health care administration and recently retired after 20 years from Johns Hopkins Medicine. She served as president of Johns Hopkins Medicine International (JHMI) and previously the senior vice president for human resources for Johns Hopkins Medicine and the Johns Hopkins Health System. She also taught graduate-level courses at the Johns Hopkins Bloomberg School of Public Health.

Ms. Paulk served on numerous boards, most notably as president and co-founder of the Baltimore Alliance for Careers in Healthcare and a trustee for the Baltimore City Community College. In 2014, Ms. Paulk was honored at the White House as a Champion of Change for her leadership and work bringing people with barriers to employment such as criminal backgrounds into the Johns Hopkins workforce.

Ms. Paulk received her master's in social work from Florida State University and Master of Business Administration from Johns Hopkins University.

Stephanie Reel

Ms. Reel was appointed to the NSC Board of Directors in 2017. She serves as chair of the Operations and Risk Management (ORM) Advisory Committee and is a member of the Budget and Finance Committee (BFC) Advisory Committee.

Ms. Reel was the chief information officer for all divisions of the Johns Hopkins University and Health System for 30 years. Prior to this she served as the senior vice president for information services for Johns Hopkins Medicine, a post she held since 1994. She was appointed vice provost for information technology and CIO for Johns Hopkins University in 1998. Ms. Reel retired from Johns Hopkins in November 2020.

In 2023 she served as the interim vice chancellor for information technology for Washington University in St. Louis, Missouri, while a search is conducted. In 2019, Ms. Reel was appointed to the board of the NIH Clinical Center.

Ms. Reel graduated from the University of Maryland Baltimore County with a degree in information systems management and holds a Master of Business Administration from Loyola College in Maryland.

Michael Roskiewicz

Mr. Roskiewicz was appointed to the NSC Board of Directors in 2019. He served as a regional board member before the current system structure since 2007. Mr. Roskiewicz currently serves as Chair of the Strategic Planning (SPC) Advisory Committee and is a member of both the Governance and Internal Affairs (GIA) and Operations and Risk Management (ORM) Advisory Committees.

Mr. Roskiewicz is a lawyer by training with experience in corporate finance and mergers and acquisitions. Mr. Roskiewicz is a founding member of WestCongress Insurance Services, where he serves as Executive Vice President and General Counsel with responsibility for Human Resources, Claims, Regulatory Compliance, Mergers and Acquisitions, Corporate Governance, Litigation Management, and Contracts. Mr. Roskiewicz was previously the General Counsel of First Mercury Financial Corporation (NYSE: FMR) and a partner in the Michigan law firm of Dickinson Wright.

Mr. Roskiewicz received his Bachelor of Arts in Psychology from the University of Michigan and his Juris Doctor (JD) from Washington University School of Law in St. Louis.

Russell Sharp

Mr. Sharp was appointed to the NSC Board of Directors in 2023. He currently serves as a member of both the Budget and Finance (BFC) and the Governance & Internal Affairs (GIA) Advisory Committees.

Mr. Sharp retired in late 2023 as the Chief of Staff to the CIO for Washington University in St. Louis, where he led IT Finance and Administration, and IT Governance, Portfolio and Project Management, and Service Management. Prior to this, he was a CIO leader at Yale University and had an 11-year career with Pfizer's IT.

His background science has highlighted the importance of listening and introspecting as a leader, taking an approach of empathy where he listens to understand, rather than respond.

Mr. Sharp completed his undergraduate studies at the University of Kent with a degree in Microbiology.

Katherine Clupper

Ms. Clupper was appointed to the NSC Board of Directors in 2024 and serves on both the Audit, Investment & Treasury (AIT) and the Budget & Finance (BFC) Advisory Committees.

With over 35 years of experience in public finance, she has brought hundreds of public and private financial transactions to market on behalf of clients over three decades for investment banks and financial advisory firms, including almost 20 years as a business leader and partner at Public Financial Management. She assisted governments and non-profit organizations in managing their debt portfolio, analyzing and developing credit and developing long-term asset/liability strategies.

She currently serves on the Board of Directors and Finance Committee Chair for the Urban Affairs Coalition. Her past board experiences include contributions to organizations such as the Ogontz Avenue Revitalization Corporation, Committee of Seventy and Center in the Park Community Center.

Ms. Clupper has a Bachelor of Social Work from Shippensburg University and a Master of Business Administration from Temple University in Philadelphia. She has been recognized for her contributions with awards such as the Women of Distinction by the Philadelphia Business Journal.

Mary Moscato

Ms. Moscato was appointed to the NSC Board of Director in 2024 and serves on both the Audit, Investment & Treasury (AIT) and the Operations & Risk Management (ORM) Advisory Committees.

Ms. Moscato is the former President of Hebrew SeniorLife, where she oversaw a comprehensive and integrated network of post-acute care services and senior living. She has over 30 years of C-level, progressive experience in post-acute care delivery systems and management of multi-site clinical operations. Prior to joining Hebrew SeniorLife, she held the position of Northeast Regional President for the nation's largest provider of inpatient rehabilitation hospitals.

Ms. Moscato is a Fellow in the American College of Healthcare Executives, serves on numerous state and national boards, including the MA DPH Public Health Council, and has been recognized by the Boston Globe and Commonwealth Institute as a Top Women-Led Business.

Ms. Moscato holds a Master of Business Administration and Master of Public Health from Boston University, and a Bachelor of Science from Northeastern University.

Bill Pomeranz

Bill Pomeranz was appointed to the NSC Board of Directors in 2025. He is currently a member of both the Audit, Investment, & Treasury and Governance & Internal Affairs Committees. In addition to his role on the NSC Board, Bill serves on the community boards for each of NSC's supported communities. Specifically, Bill is vice chair of the Tallgrass Creek and Wind Crest Boards.

Bill recently retired after a 40-year career in healthcare advisory, most recently as Managing Director at Cain Brothers, a division of KeyBanc Capital Markets. He specialized in post-acute care services and senior living facility development, securing over $4.1 billion in tax-exempt and taxable financings since 1998 for non-profit clients and executing over two dozen acute-post-acute provider affiliations. Before Cain Brothers, Bill led a development firm managing start-up and expansion projects for nonprofit senior living providers and hospitals. He also served as a turnaround advisor for struggling retirement communities, skilled nursing, and home health agencies, with a focus on enhancing underperforming CCRC facilities through joint ventures with hospital systems.

Bill has extensive experience working with regional hospital systems to build and finance post-acute care delivery systems. His efforts include developing SNFs, assisted living facilities, CCRCs, PACE centers, and long-term care hospitals. He also advises non-profit CCRC owners on repositioning and growing their facilities and in-home care services portfolios.

Bill holds a bachelor's degree in economics from the University of Illinois and a master's degree in public policy and administration from the University of California, Berkeley.

Daniel Wallick

Daniel Wallick was appointed to the NSC Board of Directors in 2025. He is currently a member of both the Audit, Investment, & Treasury and Budget & Finance Committees. In addition to his role on the NSC Board, Daniel serves on the community boards for each of NSC's supported communities. Specifically, Daniel is vice chair of the Lantern Hill, Maris Grove, and Ashby Ponds Boards.

Daniel has had a long career in investment management. As a former principal in Vanguard's Investment Strategy Group, he created the firm's capital markets model, advised institutions, and published a wide array of research. He holds multiple financial patents and led the creation of mutual funds with current assets under management of more than $2 trillion. Prior to Vanguard, he brought more than $1 billion of municipal bonds to market while working at Public Financial Management.

Daniel has an extensive history of board service and is currently an active member of both the Penn Basketball and Wesleyan Men's Soccer boards.

Daniel holds a bachelor's degree in history from the University of Pennsylvania and a master's degree in business administration from Harvard University.

Selected Biographies of Officers of Erickson Senior Living:

James C. Davis, Chairman

In 1983, Jim Davis co-founded a specialized staffing company that has grown into Allegis Group, the country's largest private staffing firm.

More than a decade ago, Jim Davis met John Erickson, founder of Erickson Retirement Communities, a leader in developing and managing full-service retirement communities. They came to realize they shared a passion for service, particularly to seniors; an insistence on mission-driven company cultures; and a strong sense of giving back to the community. When an opportunity to take a leadership role in the company presented itself, Jim visited every Erickson campus to see for himself, and hear from the residents, what the Erickson lifestyle meant.

Today, the company, now known as Erickson Senior Living, matches its delivery of outstanding service and resident satisfaction with a strong financial position. The company is the strongest capitalized company in the industry and has built a solid platform for growth and innovation.

Mr. Davis, a native of suburban Philadelphia, graduated from Villanova University. He lives outside Baltimore with his wife and children.

R. Alan Butler, Chief Executive Officer

Mr. Butler joined Erickson Senior Living in 2010 as Chief Operating Officer and assumed his current position in 2011. As CEO, he focuses on the company's strategic growth. He spent 14 years as Treasurer of Allegis Group, Inc., the largest provider of staffing in the United States with 8,000 employees and 2009 revenue of $6 billion. Mr. Butler was responsible for all debt placement and syndicated credit facilities, cash management activities, and advised on all mergers and acquisitions. He is currently CEO of Erickson Senior Living and President of Redwood Capital Investments, LLC, a private investment company.

Prior to joining Allegis Group and Redwood, Mr. Butler held various credit and lending positions at Bank of America and its predecessor banks from 1986 to 1996.

Mr. Butler currently serves on the Board of Redwood portfolio companies and on the Executive Board of the Boy Scouts of America. He graduated magna cum laude from the University of Maryland, College Park with a bachelor's degree in finance and received his master's degree in business administration from Loyola College in Maryland.

Gregg Colon, Chief Operating Officer

Gregg serves as Chief Operating Officer and oversees all of Erickson Senior Living's community operations programs including healthcare operations at all managed communities. Mr. Colon previously served as the Senior Vice President of Health Services for Erickson Senior Living and was responsible for healthcare operations, resident life programs, and ancillary health care lines of business.

Prior to joining Erickson Senior Living, Gregg was senior vice president of resident care and services for Sunrise Senior Living, where he was responsible for care-related programming and standards for more than 300 senior living communities in the United States, Canada and the United Kingdom. He is a certified public accountant and holds a Bachelor of Science degree in accounting from Georgetown University.

Dr. Matthew Narrett, Chief Medical Officer

Dr. Narrett is the Chief Medical Officer for Erickson Senior Living. He is responsible for directing the provision of medical care and the Erickson Health strategy at all Erickson Senior Living communities nationwide. The Medical Centers that Dr. Narrett directs are recognized as being among America's leading geriatric health care facilities.

Prior to his current position over the course of his career at Erickson Senior Living, Dr. Narrett has served as Senior Vice President and Chief Medical Officer, Vice President and Regional Medical Director and Medical Director for Charlestown Community. Before joining Erickson, he was in private practice in Derry, New Hampshire, where he also served as director of medical quality assurance at Parkland Medical Center. He has extensive experience in adult medicine having seen and treated thousands of seniors throughout his over twenty-five-year career.

Dr. Narrett holds a B.S. in molecular biochemistry and biophysics; he graduated summa cum laude from Yale University. He received his medical degree from Harvard Medical School's Harvard-M.I.T. Division of Health Sciences and Technology. He completed his internship and residency at Beth Israel Hospital in Boston. He is board-certified in internal medicine and holds a certificate of added qualifications in geriatric medicine.

Dr. Narrett currently serves on the Clinical Practice and Models of Care Committee for the American Geriatric Society and the Advisory Board of the Practice Change Fellows Program supported by the Atlantic Philanthropies and the John A. Hartford Foundation. He is also a member of the American College of Physicians and the American Geriatrics Society. He has spoken frequently on issues affecting seniors in a number of settings including conferences, media events, health leadership summits and congressional forums.

Christian Sweetser, Chief Financial Officer

Christian Sweetser plans, develops, implements, and directs Erickson Senior Living's fiscal function and performance. He participates in the development of the company's strategic plans and programs, evaluates and advises on long-range plans, and provides financial and trending analysis.

Previously, Christian was chief financial officer at Silverado Senior Living in Irvine, California. Under his leadership, Silverado enjoyed its most profitable financial performance in consolidated company history. Before joining Silverado, Christian was a vice president at Welltower, the world's largest health care real estate investment trust.

Mr. Sweetser holds a Bachelor of Science degree in economics from Cornell University and an MBA from the University of Chicago. He is also a chartered financial analyst and a member of the CFA Institute.

Executive Director of Brooksby Village:

Tracie Bettano, Executive Director, Brooksby Village

Ms. Bettano is the Executive Director of Brooksby Village in Peabody, Massachusetts. She is responsible for the overall operations of the community. She has been a member of the Brooksby Village and Erickson Senior Living team since 2004. During that time she has held many community and corporate positions, including Rehabilitation and Wellness Manager, Director of Rehabilitation Operations, Director of Continuing Care and Associate Executive Director. She has contributed to defining the high level of service, engagement and satisfaction that residents and staff have enjoyed at Brooksby Village.

Ms. Bettano has over 25 years of healthcare experience in the clinical, rehabilitation and management areas. She holds an M.S. degree in Speech-Language Pathology and is a licensed nursing home administrator. Prior to joining Brooksby Village and Erickson Senior Living she worked as a Speech-Language Pathologist in acute care teaching hospitals on the East Coast before shifting her career focus to senior care and associated leadership roles.

EXHIBIT 4
SCHEDULE OF ENTRANCE FEES AND MONTHLY FEES

Summary:
Exhibit Four records the current entrance fees, which are 90% refundable, and the monthly fees which include the services listed in Section 4 of the Residence and Care Agreement (Exhibit 1). Also included in this Exhibit is the current list of fees for ancillary services for residents.

EXHIBIT 4
SCHEDULE OF CURRENT ENTRANCE FEES

Current Independent Living Monthly Fees

Type of Unit	Range of Entrance Fees	2026
Efficiency/Studio	$113,000-$226,000	$2,523
One Bedroom	$290,000-$359,000	$2,985
Extra Large One Bedroom	$375,000-$507,000	$3.193
Extra Large One Bedroom with Den	$469,000-$515,000	$3,472
Two Bedroom One bath	$469,000-$621,000	$3,644
Two Bedroom One and Half Bath	$597,000-$686,000	$3,882
Two Bedroom Two Bath	$618,000-$785,000	$4,198-
Large Two Bedroom, Two Bath	$848,000-$989,000	$4,582 - $4,742
Second Person Monthly		$1,276

** Monthly fees for certain residents who moved in on or before May 30, 2001 are lower. Please refer to the Residence and Care Agreement. In addition, discounts may apply if marketing special promotion is in effect.

Continuing Care Units Monthly Fees

Assisted Care Fees (2026)

Assisted Care Monthly Fee Service Package A	$7,160-$10,940
Assisted Care Monthly Fee Service Package B	$8,334-$12,116
Assisted Care Monthly Fee Service Package C	$9,506-$13,288
Assisted Care Monthly Fee Service Package D	$10,679-$14,460
Assisted Care Monthly Fee Service Package E	$11,851-$15,632
Second Person Occupancy	Depends on Package Level

Long Term Care Center Fees (2026)	
Private Pay per diem	$639 per day
Rest Home Care	$12,375per month

Ancillary Fee Schedule

		2026
Administration		
	Non-Occupancy Credit – Independent Living Credit for Absences per day (credit starts on the 11th consecutive night or more) Single Occupancy Double Occupancy	 $18.00 $31.00
	Non-Occupancy Credit – Assisted Care	Assisted Care – Monthly Fee drops to Level A package starting 1st day of absence for duration of consecutive absence Note: if resident is already at Level A for Assisted Care, no credit is applied
Dining Services	Guest meal (Mon-Sat)	$26.00
	Guest meal (Buffet)	$26.00
	Guest meal (Holiday)	$26.00
	Child Guest meal (age 11 and under)	$13.00
	Tray Service (carry out delivery)	$7.00
	Cider House Bistro Pizza Delivery	$7.00
	Additional Resident Meal	$26.00
General Services	Additional Living Unit Key	$10.00
	Additional Exterior Door Key Replacement (per occurrence)	$110.00
	Additional Mailbox Key	$6.50
	Padlock for Storage Bin	$13.00
	Reserved Parking per month (resident registered car only)	$33.50
	Reserved Parking (covered) by month (resident registered car only)	$82.00

		2026
	Additional Gatehouse Transponder	N/A
	Replacement I.D. Badge	$9.75
	Emergency Pendant-Setup Fee	$232.00
	Guest Roll Away Bed/Baby Crib, Daily	$21.00
	Storage Bin per month (Independent Living only)	$15.50
	Guest Room, Daily (Kitchenette) - $10 each additional person	$123.00
	Guest Room, Daily (Kitchen) - $10 each additional person	$123.00
	Maintenance Service per hour plus materials (1/2 hr. minimum)	$53.50
	Snow Removal (per car / per storm) 3"+	$38.25
	Jump Starts (per car)	$0
	Grounds Service per hour plus materials	$53.50
	Housekeeping per hour (one hour minimum)	$53.50
	Transportation	Destination Dependent
Resident Life	Health Club - Basic Membership	Included in MSP
	Health Club - Group Exercise	$10.00 per class
	Health Club - Enhanced Fitness & Enhanced group exercise	$29.00
	Health Club - Basic Balance-10 classes which include pre and post assessments	$51.00
	Virtual Fitness Programs (digital)	Included
	Intermissions Daily Session fee	$95.00
IT	Service calls for Computer assistance	$50.00 per 1/2 hour. $18.00 for each additional 15 min

Ancillary fees in continuing care are available on request.

Brooksby Home Support Services – 2026 Fee Schedule

Aide Services	Price
Per Hour	$52.00
>/= 4 Hours (per hour)	$42.00
Medication Reminder (per visit)	$25.00

RN Services	
Assessment	$150.00
Nurse Visit (per visit)	$132.00
Nurse Service (per hour)	$132.00

Note: Holiday fees are 1.5 times the regular rate and are in effect on: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

EXHIBIT 5
CHANGES IN PERIODIC CHARGES

Summary:
As required, Exhibit Five reflects the changes in Monthly Fees and Ancillary Fees since the opening of the community or for the last five years of operation, whichever is less

Changes in Monthly Fees for Residents who moved in after May 30, 2001

Type of Unit	2022	2023	2024	2025	2026	% Average Change 2025 to 2026
Efficiency/Studio	$2,069	$2,255	$2,341	$2,431	$2,523	3.78%
One Bedroom	$2,448-$2,619	$2,668-$2,854	$2,770-$2,963	$2,876-$3,077	$2,985-$3,193	3.78%
Extra Large One Bedroom with Den	$2,846	$3,102	$3,221	$3,345	$3,472	3.80%
Two Bedroom	$2,988	$3,256	$3,381	$3,511	$3,644	3.79%
Two Bedroom One and Half Bath	$3,183	$3,469	$3,602	$3,740	$3,882	3.80%
Two Bedroom Two Bath	$3,443-$3,759	$3,752-$4,097	$3,896-$4,254	$4,045-$4,569	$4,198-$4,742	3.79%
Second Person Occupancy	$1,077	$1,142	$1,185	$1,230	$1,276	3.74%
Non-Occupancy Credit – Independent Living	$17.00/single per day and $29.00 double/per day starts on 11th consecutive night	$17.00/single per day and $29.00 double/per day starts on 11th consecutive night	$17.00/single per day and $29.00 double/per day starts on 11th consecutive night	$17.00/single per day and $29.00 double/per day starts on 11th consecutive night	$18.00/single per day and $31.00 double/per day starts on 11th consecutive night	6.52% Benefit

Changes in Monthly Fees for Residents Who Moved in Prior to or on May 30, 2001

Type of Unit	2022	2023	2024	2025	2026	% Average Change 2025 to 2026
Efficiency/Studio	$2,069	$2,255	$2,341	$2,431	$2,523	3.78%
One Bedroom	$2,448-$2,619	$2,668-$2,854	$2,770-$2,963	$2,876-$3,077	$2,985-$3,193	3.78%
Extra Large One Bedroom with Den	$2,846	$3,102	$3,221	$3,345	$3,472	3.80%
Two Bedroom	$2,988	$3,256	$3,381	$3,511	$3,644	3.79%
Two Bedroom One and Half Bath	$3,183	$3,469	$3,602	$3,740	$3,882	3.80%
Two Bedroom Two Bath	$3,443-$3,759	$3,752-$4,097	$3,896-$4,254	$4,045-$4,569	$4,198-$4,742	3.79%
Second Person Occupancy	$1,077	$1,142	$1,185	$1,230	$1,276	3.74%
Non-Occupancy Credit – Independent Living	$17.00/single per day and $29.00 double/per day starts on 11th consecutive night	$17.00/single per day and $29.00 double/per day starts on 11th consecutive night	$17.00/single per day and $29.00 double/per day starts on 11th consecutive night	$17.00/single per day and $29.00 double/per day starts on 11th consecutive night	$18.00/single per day and $31.00 double/per day starts on 11th consecutive night	6.52% Benefit

Assisted Care Fees

Care Package	2022 Monthly Service Package	2023 Monthly Service Package	2024 Monthly Service Package	2025 Monthly Service Package	2026 Monthly Service Package	% Average Change 2025 – 2026
Assisted Care Monthly Fee Service Package A	$5,705-$8,727	$6,252-$9,552	$6,569-$10,037	$6,896-$10,536	$7,160-$10,940	3.8%
Assisted Care Monthly Fee Service Package B	$6,623-$9,645	$7,277-$10,577	$7,644-$11,112	$8,029-$11,672	$8,334-$12,116	3,8%
Assisted Care Monthly Fee Service Package C	$7,541-$10,563	$8,302-$11,602	$8,719-$12,187	$9,158-$12,802	$9,506-$13,288	3.8%
Assisted Care Monthly Fee Service Package D	$8,459-$11,481	$9,327-$12,627	$9,794-$13,262	$10,288-$13,931	$10,679-$14,460	3.8%
Assisted Care Monthly Fee Service Package E	$9,377-$12,399	$10,352-$13,652	$10,869-$14,337	$11417-$15060	$11,851-$15,632	3.8%
Rest Home Care	$9,828	$10,811	$11,351	$11,919	$12,375	3.8%
Transition Level						
Assisted Care Non-occupancy credit	Care package drops to Level A fee	Care package drops to Level A fee	Care package drops to Level A fee	Care package drops to Level A fee	Care package drops to Level A fee	No Change

Long Term Care

Long Term Care	2022	2023	2024	2025	2026	% Average Change 2025 to 2026
Per Diem Rate – Private Pay	$509.00	$559.00	$587.00	$616.00	$639.00	3.7%

Ancillary Fee Schedule

Description of Ancillary Service	2022	2023	2024	2025	2026	% Average Increase/ Decrease 2025 to 2026
Non-occupancy credit per night – 1st person – Independent Living	$17.00	$17.00	$17.00	$17.00	$18.00	5.9% benefit
Non-occupancy credit starting on 11th consecutive night – 2nd person – Independent Living	$29.00	$29.00	$29.00	$29.00	$31.00	6.9% benefit
Guest Meal (Mon-Sat)	$17.75	$25.00	$25.00	$25.00	$26.00	4.0%
Guest Holiday Meal (Holiday dinner buffet/holiday brunch)	$23.50	$25.00	$26.00	$26.00	$26.00	0.0%
Child Guest Meal (ages 11 and under)	$8.00	$12.00	$12.00	$12.00	$13.00	8.3%
Tray Service (carry out delivery)	$4.50	$7.00	$7.00	$7.00	$7.00	0.0%
Cider House Bistro Pizza Delivery	$4.50	$7.00	$7.00	$7.00	$7.00	0.0%
Health Club – Basic Membership	No Charge	No Charge	No Charge	No Charge	No Charge	0.0%
Health Club – Group Exercise	$6.50/class	$7.50/class	$8.50/class	$9.00/class	$10.00/class	11.8%

Description of Ancillary Service	2022	2023	2024	2025	2026	% Average Increase/ Decrease 2025 to 2026
Health Club – Fall Proof–10 classes which include pre and post assessments	$50.00	$50.00	$50.00	$50.00	$51.00	2.0%
Intermissions Daily Session fee	$70.00	$80.00	$90.00	$90.00	$95.00	5.6%
Home Support, Basic Hourly Services, weekdays	$37.00 per hour	$46.00 per hour	$49.00 per hour	$50.00 per hour	$52.00 per hour	4.0%
Home Support Basic Hourly Services, weekends	$37.00 per hour	$46.00 per hour	$49.00 per hour	$53.00 per hour	$55.00 per hour	3.8%
Home Support, Nursing Services, weekdays	$100 per hour	$125 per hour	$128.00 per hour	$130.00 per hour	$132.00 per hour	1.5%
Home Support, Nursing Services, weekends	$100 per hour	$125 per hour	$128.00 per hour	$130.00 per hour	$132.00 per hour	1.5%
Home Support, Holiday Rates	1.5 times the weekday rate	1.5 times the weekday rate	1.5 times the weekday rate	1.5 times the weekday rate	1.5 times the weekday rate	1.5%
Laundry, per load (Independent Living only)	N/A	N/A	N/A	N/A	N/A	N/A
Grounds Service per hour plus materials	$38.50 per hour	$45.00 per hour	$50.00 per hour	$52.00 per hour	$53.50 per hour	3.0%

Description of Ancillary Service	**2022**	**2023**	**2024**	**2025**	**2026**	**% Average Increase/ Decrease 2025 to 2026**
Maintenance Service per hour plus materials (½ hr. minimum)	$38.50 per hour	$45.00 per hour	$50.00 per hour	$52.00 per hour	$53.50 per hour	3.0%
Transportation	Destination Dependent	Destination Dependent	Destination Dependent	Destination Dependent	Destination Dependent	Destination Dependent
Guest Room, Daily (Kitchenette) $10 per additional person	$105.00	$110.00	$115.00	$120.00	$123.00	2.6%
Guest Room, Daily (Kitchen) $10 per additional person	$105.00	$110.00	$115.00	$120.00	$123.00	2.6%
Guest Roll Away Bed/Baby Crib, Daily	$19.05	$20.00	$20.00	$20.50	$21.00	2.5%
Storage Bin per month (Independent Living Only)	$12.75	$13.75	$14.50	$14.95	$15.50	3.8%
Padlock for Storage Bin	$12.00	$12.00	$12.30	$12.60	$13.00	3.2%
Reserved Parking per month (resident registered car only)	$28.50	$30.00	$31.50	$32.50	$33.50	3.2%
Reserved Parking (covered) by month (resident registered car only)	$72.00	$76.00	$78.00	$80.00	$82.00	2.6%

Description of Ancillary Service	2022	2023	2024	2025	2026	% Average Increase/ Decrease 2025 to 2026
Wheelchair Escort (round trip)	$40.00	$40.00	$40.00	$40.00	$40.00	0.0%
Wheelchair Rental	N/A	N/A	N/A	N/A	N/A	N/A
Jump Starts (per car)	$0	$0	$0	$0	$0	0.0%
Snow Removal (per car) (over 6” $18.00)	$28.00 (3” +)	$35.00 (3” +)	$35.00 (3” +)	$37.00 (3” +)	$38.25 (3” +)	3.5%
Additional Living Unit Key/Exterior	$8.15	$9.00	$9.30	$9.50	$10.00	5.4%
Additional Exterior Door Key Replacement (per occurrence)	$100.00	$100.00	$103.00	$106.00	$110.00	3.9%
Additional Mailbox Key	$5.15	$5.60	$5.80	$6.00	$6.50	8.6%
Housekeeping per hour (one hour minimum)	$38.50	$45.00	$50.00	$52.00	$53.50	3.0%
Ironing (per hour)	N/A	N/A	N/A	N/A	N/A	N/A
Additional Gatehouse Transponder	$0	$0	$0	$0	$0	N/A
Replacement I.D. Badge	$8.50	$9.00	$9.25	$9.50	$9.75	2.7%
Emergency Pendant	$205.00 installation fee.	$210.00 installation fee	$220.00 installation fee	$225.00 installation fee	$232.00 installation fee	3.2%

Description of Ancillary Service	2022	2023	2024	2025	2026	% Average Increase/ Decrease 2025 to 2026
Service calls for Computer assistance	$41 per ½ hour; $13 for each add'l 15 minutes	$45 per ½ hour; $15 for each add'l 15 minutes	$47 per ½ hour; $16 for each add'l 15 minutes	$49 per ½ hour; $17 for each add'l 15 minutes	$50 per ½ hour; $18 for each add'l 15 minutes	5.8%

EXHIBIT 6
CERTIFIED FINANCIAL STATEMENTS OF PROVIDER

Summary:
As a form of consumer protection for prospective residents pursuant to Massachusetts law, Brooksby Village is required to include an audit from an independent accounting firm, expressing that firm's opinion on Brooksby Village's financial statements. Attached is the Report of Independent Accountants on Financial Statements for Brooksby Village.

Brooksby Village, Inc. and Subsidiary

Consolidated Financial Statements and Supplemental Information

December 31, 2025 and 2024

pwc

Report of Independent Auditors

To the Board of Directors of Brooksby Village, Inc. and Subsidiary

Opinion

We have audited the accompanying consolidated financial statements of Brooksby Village, Inc. and Subsidiary (the "Community" or "BBV"), which comprise the consolidated balance sheets as of December 31, 2025 and 2024, and the related consolidated statements of operations, of changes in net assets (deficit), and of cash flows for the years then ended, including the related notes (collectively referred to as the "consolidated financial statements").

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Community as of December 31, 2025 and 2024, and the results of its operations 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 audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Community and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. 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 Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

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

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated 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 US 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 consolidated financial statements.

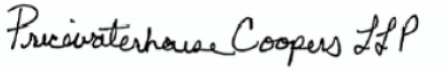
In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated 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 consolidated 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 the Community'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 consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Community'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.

Supplemental Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements taken as a whole. The Supplemental Schedule is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information has not been subjected to the auditing procedures applied in the audit of the consolidated financial statements, and accordingly, we do not express an opinion or provide any assurance on it.



Baltimore, Maryland
April 28, 2026

Brooksby Village, Inc. and Subsidiary
Consolidated Balance Sheets
December 31, 2025 and 2024

	2025	2024
ASSETS		
Current assets		
Cash	$ 2,212,425	$ 23,902,629
Short term investments	24,473,977	9,531,416
Accounts receivable, net	2,392,177	2,270,740
Promissory notes receivable	4,545,300	3,366,200
Prepaid expenses and other current assets	1,039,162	550,945
Restricted cash and cash equivalents	87,526	92,052
Total current assets	34,750,567	39,713,982
Non-current assets		
Beneficial interest in National CCRC Business Trust I	271,399,817	208,822,854
Resident capital cash	7,302,728	3,408,024
Debt related restricted funds	2,751,093	2,708,115
Beneficial interest in National CCRC Statutory Tier IV Trust	14,939,654	10,597,245
Funds with donor restrictions	1,636,734	912,271
Property and equipment, net	276,748,624	282,436,651
Interest rate swaps	5,241,123	6,489,984
Other non-current assets	583,419	536,990
Total non-current assets	580,603,192	515,912,134
Total assets	$ 615,353,759	$ 555,626,116
LIABILITIES AND NET ASSETS (DEFICIT)		
Current liabilities		
Accounts payable and accrued expenses	$ 9,697,277	$ 7,457,794
Insurance claims reserve	1,246,762	1,099,852
Bonds payable - current	2,372,599	2,281,766
Resident refunds payable	9,786,737	12,559,094
Other current liabilities	218,927	211,727
Total current liabilities	23,322,302	23,610,233
Non-current liabilities		
Resident entrance fees	478,035,184	454,872,378
Community fees	48,896,161	44,538,711
Accumulated amortization	(37,555,595)	(36,984,234)
Bonds payable - non-current	97,384,617	100,186,683
Other non-current liabilities	5,126,697	2,752,612
Total non-current liabilities	591,887,064	565,366,150
Total liabilities	615,209,366	588,976,383
Net assets (deficit)		
Without donor restrictions	(1,626,718)	(34,321,916)
With donor restrictions	1,771,111	971,649
Total net assets (deficit)	144,393	(33,350,267)
Total liabilities and net assets (deficit)	$ 615,353,759	$ 555,626,116

The accompanying notes are an integral part of these consolidated financial statements

Brooksby Village, Inc. and Subsidiary
Consolidated Statements of Operations
December 31, 2025 and 2024

	2025	2024
Operating revenue and other support		
Resident occupancy revenue	$ 91,767,954	$ 87,488,454
Ancillary fee revenue	8,626,895	8,318,935
Amortization of community fees	3,574,101	3,152,777
Net assets released from restriction used for operations	2,364,756	2,056,017
Other revenue	678,173	703,613
Total operating revenue and other support	107,011,879	101,719,796
Operating expenses		
Salaries, wages, and benefits	46,946,601	44,275,959
General and administrative	17,143,943	15,789,230
Professional and contracted services	12,466,816	12,990,815
Management fees	4,378,504	4,234,535
Interest	3,778,034	4,137,162
Real estate taxes	1,736,445	1,545,798
Depreciation	23,509,034	20,488,391
Expenses incurred related to net assets with donor restrictions	2,364,756	2,056,017
Total operating expenses	112,324,133	105,517,907
Operating loss	(5,312,254)	(3,798,111)
Non-operating income		
Investment return, net	2,685,324	1,304,063
Change in beneficial interest in National CCRC Business Trust I	35,576,963	16,802,837
Realized and unrealized (loss)/gain on swap agreements	(254,835)	1,793,530
Total non-operating income	38,007,452	19,900,430
Excess of revenue over expenses	$ 32,695,198	$ 16,102,319

The accompanying notes are an integral part of these consolidated financial statements

Brooksby Village, Inc. and Subsidiary
Consolidated Statements of Changes in Net Assets (Deficit)
December 31, 2025 and 2024

	Without Donor Restrictions	With Donor Restrictions	Total
Net assets (deficit) January 1, 2024	$ (50,424,235)	$ 1,335,786	$ (49,088,449)
Excess of revenue over expenses	16,102,319	—	16,102,319
Restricted contributions and net investment return	—	1,691,880	1,691,880
Net assets released from restriction used for operations	—	(2,056,017)	(2,056,017)
Change in net assets (deficit)	16,102,319	(364,137)	15,738,182
Net assets (deficit) December 31, 2024	$ (34,321,916)	$ 971,649	$ (33,350,267)
Excess of revenue over expenses	32,695,198	—	32,695,198
Restricted contributions and net investment return	—	3,164,218	3,164,218
Net assets released from restriction used for operations	—	(2,364,756)	(2,364,756)
Change in net assets (deficit)	32,695,198	799,462	33,494,660
Net assets (deficit) December 31, 2025	$ (1,626,718)	$ 1,771,111	$ 144,393

The accompanying notes are an integral part of these consolidated financial statements

Brooksby Village, Inc. and Subsidiary
Consolidated Statements of Cash Flows
December 31, 2025 and 2024

	2025	2024
Cash flows from operating activities		
Change in net assets (deficit)	$ 33,494,660	$ 15,738,182
Adjustments to reconcile change in net assets (deficit) to net cash, cash equivalents, and restricted cash provided by operating activities		
Depreciation	23,509,034	20,488,391
Amortization of community fees	(3,574,101)	(3,152,777)
Gain on disposals of fixed assets	(29,574)	—
Amortization of bond premium	(481,721)	(534,230)
Amortization of cost of issuance	52,254	55,196
Change in fair value of swap agreements	1,248,861	(477,428)
Change in unrealized gain on investments	(1,734,991)	(762,454)
Change in beneficial interest in National CCRC Business Trust I	(35,576,963)	(16,802,837)
Change in beneficial interest in National CCRC Statutory Tier IV Trust	(1,717,409)	(746,878)
Proceeds from community fees	7,360,190	7,955,650
Spend down	(7,826,681)	(8,036,592)
(Increase)/decrease in accounts receivable, net	(121,437)	2,398,763
(Increase)/decrease in prepaid expenses and other current assets	(488,217)	983,822
Increase/(decrease) in accounts payable and accrued expenses	614,969	(2,304,764)
Increase in claims reserve (insurance related)	146,910	124,008
Increase in other current liabilities	7,200	11,199
Net cash provided by operating activities	14,882,984	14,937,251
Cash flows from investing activities		
Increase in short-term investments	(13,207,570)	(783,085)
(Increase)/decrease in limited use cash, cash equivalents and investments	(248,353)	460,486
Purchases of beneficial interest in National CCRC Business Trust I	(27,000,000)	(20,000,000)
Purchases of beneficial interest in National CCRC Statutory Tier IV Trust	(2,625,000)	(2,625,000)
Purchases of property and equipment	(16,196,493)	(15,148,189)
Proceeds from sale of property and equipment	29,574	—
Net cash used in investing activities	(59,247,842)	(38,095,788)
Cash flows from financing activities		
Proceeds from resident entrance fees	90,887,246	73,687,950
Refunds of resident entrance fees	(61,521,560)	(39,893,315)
Principal payments of bonds payable	(2,281,766)	(2,143,620)
Net cash provided by financing activities	27,083,920	31,651,015
(Decrease)/increase in cash, cash equivalents, and restricted cash	(17,280,938)	8,492,478
Cash, cash equivalents, and restricted cash, beginning of year	30,828,454	22,335,976
Cash, cash equivalents, and restricted cash, end of year	$ 13,547,516	$ 30,828,454
Supplemental cash flow disclosure:		
Change in funds held for residents	$ 46,429	$ 100,033
Purchases of property and equipment in accounts payable and accrued expenses	1,700,240	75,726
Cash paid for interest	$ 4,258,970	$ 4,671,727

The accompanying notes are an integral part of these consolidated financial statements

1. Organization

Brooksby Village, Inc. (the “Community” or "BBV") was established on July 16, 1998 as a non-stock corporation in the State of Maryland. Its mission is to operate a not-for-profit continuing care retirement community (“CCRC”) located in Peabody, Massachusetts. The Community is dedicated to helping individuals lead better lives. Its operations include independent living, continuing care, and ancillary health services. The Community has 1,341 independent living units, 121 assisted living units, 60 skilled nursing beds, and 44 memory care units available with occupancy percentages being 98.3%, 95.9%, 95.0%, and 84.1%, respectively as of December 31, 2025.

National Senior Communities, Inc. (“NSC”), a not-for-profit organization, was organized to support the Community and 17 other not-for-profit organizations that operate retirement communities. NSC is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code ("IRC") and the applicable state income tax regulations. NSC is the sole member of the Community and appoints all directors of the Community’s Board.

Peabody Campus, LLC (“PBC”) is a Maryland limited liability company which is a wholly owned subsidiary of the Community and is the owner of the land and buildings.

The Community contracts with Erickson Senior Living, LLC (“ESL”) to provide management services as described in Note 13. There are various agreements associated with the management of the Community whereby ESL is considered a related party.

2. Summary of Significant Accounting Policies

Basis of Presentation

The consolidated financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("US GAAP"). The consolidated financial statements include the Community and its wholly owned subsidiary, PBC (collectively, "BBV").

Management Estimates

The preparation of consolidated financial statements and related disclosures in conformity with US GAAP requires management, where necessary, to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Reclassifications

Certain prior year amounts have been reclassified for consistency with the current year presentation. Specifically, resident entrance fees, net as presented in the previously issued consolidated financial statements as of December 31, 2024 and for the year then ended, have been allocated into separate line items, resident entrance fees, community fees and accumulated amortization. This reclassification is to provide additional clarity and alignment with the Community's Residence and Care Agreement ("RCA") contract language. The Community is reclassifying the previously issued consolidated financial statements as of December 31, 2024 and for the year then ended so that financial results may be viewed comparatively.

Cash

BBV utilizes a controlled disbursement account that funds checks as they are presented for payment which may result in a book overdraft due to timing. There were no book overdrafts as of December 31, 2025 and 2024.

Concentration of Credit Risk
Financial instruments, which subject BBV to concentrations of credit risk, consist primarily of cash and cash equivalents. Cash and cash equivalents include overnight investment arrangements with banks and investments. BBV maintains its cash in financial institutions that are federally insured under the Federal Deposit Insurance Corporation ("FDIC"). Deposits are insured up to at least $250,000 per depositor, per FDIC-insured bank, per ownership category. Total deposits maintained at these institutions at times exceed FDIC insurance limits and therefore, bear a risk of loss. BBV has not experienced any losses on these funds, and believes it is not exposed to any significant credit risk related to cash.

Accounts Receivable, Net
BBV evaluates the collectability of accounts receivable using the current expected credit loss model under Accounting Standards Codification ("ASC") *326*, *Financial Instruments - Credit Losses* ("ASC 326"). This is a forward-looking model that estimates the lifetime credit loss of the receivable(s). BBV accounts receivable are reported net of an allowance for credit losses to represent the Community's estimate of expected losses at the balance sheet dates. BBV analyzes contractual amounts and provides an allowance for doubtful accounts and a contractual adjustment, if necessary, which is based on historical collection experience and reasonable forecasts. Subsequent changes determined to be the result of adverse changes in the payer's ability to pay are recorded as bad debt expense. Uncollectible accounts generally are related to third-party insurance payers and are recorded as a reduction of revenue. BBV writes off uncollectible accounts receivable after all collection efforts have been exhausted and management determines they will not be collected. Uncollectible accounts receivable written off were not significant for the years ended December 31, 2025 and 2024.

Promissory Notes Receivable
Promissory notes receivable consist of short-term receivables from residents related to payment of the final installment of their entrance fee. Often, there is a timing difference between when the sale of a prospective resident's home will be finalized and the due date of the final installment on their resident entrance fee. In these cases, a short-term promissory note is issued by the resident. If the resident does not pay the note by the agreed upon due date, interest may be charged from the day the note was issued through the date of payment.

Property and Equipment, Net
Property and equipment are recorded at cost and are depreciated using the straight-line method over the estimated useful lives of 3 to 40 years. The Community's policy is to capitalize individual items in excess of $2,500 that have a useful life greater than one year. A group of items with a useful life greater than one year that are the same or similar in nature or function that total $2,500 or more are capitalized as an asset group. Improvements to property and equipment that substantially extend the useful life of the asset are capitalized. Repair and maintenance costs are expensed as incurred. Gains or losses on the disposition of property and equipment are recorded at the time of the disposition.

The useful lives of property and equipment are as follows (in years):

	Useful Life
Buildings	40
Land improvements	15
Building improvements and furniture and fixtures	7
Equipment and vehicles	3 and 5

Interest Rate Swaps
BBV follows accounting guidance on derivative financial instruments that is based on whether the derivative instrument meets the criteria for designation as cash flow or fair value hedges. The criteria

for designating a derivative as a hedge includes the assessment of the instrument's effectiveness in risk reduction, matching of the derivative instrument to its underlying transactions, and the assessment of the probability that the underlying transaction will occur. All of BBV's derivative financial instruments are interest rate swap agreements without hedge accounting designation.

The value of the interest rate swap agreements entered into by BBV is adjusted to market value quarterly at the close of the accounting period based upon quotations from market makers. The change in market value is recorded in the non-operating section of the Consolidated Statements of Operations. Entering into interest rate swap agreements involves, to varying degrees, elements of credit, default, prepayment, market, and documentation risk in excess of the amounts recognized on the Consolidated Balance Sheets. Such risks involve the possibility that there will be no liquid market for these agreements, the counterparty to these agreements may default on its obligation to perform and there may be unfavorable changes in interest rates. BBV does not hold derivative instruments for the purpose of managing credit risk and enters into derivative transactions with high quality counterparties. BBV recognizes interest revenue and expenses on swap agreements as non-operating income and expense within excess of revenue over expenses/(expenses over revenue) on the Consolidated Statements of Operations.

Valuation of Long-Lived Assets
The Community accounts for the valuation of long-lived assets in accordance with ASC 360-10-15, *Accounting for the Impairment or Disposal of Long-Lived Assets.* This guidance requires that long-lived assets be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of the long-lived asset is measured by a comparison of the carrying amount of the asset to future undiscounted net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the estimated fair value of the assets. Assets to be disposed of are reportable at the lower of the carrying amount or fair value, less costs to sell. Management has reviewed the valuation of long-lived assets of the Community and has determined that no events of impairment occurred for the years ended December 31, 2025 and 2024.

Compensated Absences
BBV records a liability for amounts due to employees for future absences that are attributable to services performed in the current and prior periods, which is included in accounts payable and accrued expenses on the Consolidated Balance Sheets.

Insurance Plans
BBV participates in insurance plans which cover claims for employee health and dental, professional and general liability, workers' compensation, and property insurance. BBV participates in insurance plans with ESL and other communities managed by ESL and is self-insured up to certain limits. For employee health and dental claims within the deductible limit, the payment of these claims are shared with other NSC participants based on their percentage of participation in each pool. Workers' compensation claims are limited to the Community's monthly premiums and are not self-insured. Professional and general liability insurance claims are shared by all participants, subject to retention and aggregate limits. BBV participates in a high deductible property insurance plan with ESL and other communities managed by ESL. To the extent a participant incurs a loss, all participants will share in paying for that loss based on their percentage of participation, subject to the deductible. Any third-party insurance plans would cover losses above the self-insured limits.

Insurance Claims Reserve
Insurance claims reserves are estimated accrued insurance liabilities for the employee health plan, professional and general liability, workers' compensation insurance plans, and property claims. There are known claims and incidents that may result in the assertion of additional claims, as well as claims from unknown incidents that may be asserted arising from services provided. Claims incurred but not

reported represent amounts accrued for the current year, which were actuarially determined to be the amount of potential claim payments for events occurring prior to year-end, including excess amounts covered by reinsurance. The Community does not discount this liability. The change in the insurance claims reserve for the current year was insignificant.

Deferred Financing Costs
Financing costs incurred in connection with the issuance of Finance Agency Bonds by the Virginia Small Business Financing Authority are included in bonds payable, net of current portion on the Consolidated Balance Sheets. These costs are being amortized over the term of the related bond issuance using the straight-line method which approximates the effective interest rate method.

Resident Entrance Fees, Community Fees and Accumulated Amortization
Residents are required to remit entrance fees, which vary in amount depending upon the unit to be occupied. The terms of the RCA between the residents and BBV require the residents to pay monthly service fees and an entrance fee. The RCA used to provide for a non-refundable portion of the entrance fee of 0%. Currently, the RCA provides for a non-refundable portion of the entrance fee of 10%. The non-refundable portion is recorded as deferred revenue and amortized on a straight-line basis over an 8.5-year period which approximates the estimated average length of time a resident resides at the Community based on Community and industry data, or over a shorter period if the RCA is terminated sooner. The non-refundable portion of the entrance fee is reported on the Consolidated Balance Sheets as Community fees.

Resident entrance fees may be used to satisfy monthly fees if insufficient resident funds are available, resulting in a spend down of the resident's entrance fees. The amounts charged to spend down are subsequently recovered by the Community through a reduction of the amounts refunded to the resident when they leave the Community, and any required refund is made. Residents' final bills are also charged to spend down which reduces the amount of their refundable entrance fee under the terms of the RCA.

Net Assets (Deficit)
To account for donor-imposed restrictions placed on the use of resources, net assets (deficit) are classified as follows:

Without Donor Restrictions
Net assets (deficit) without donor restrictions represent resources that are not restricted by donor-imposed stipulations, including funds of $271,399,817 and $208,822,854 invested in the Business Trust as of December 31, 2025 and 2024, respectively. They are available to support all Community operations and services. Net assets (deficit) without donor restrictions are free of donor-imposed restrictions and include all revenue, expenses, gains, and losses that are not changes in net assets (deficit) with donor restrictions.

With Donor Restrictions
Net assets with donor restrictions represent contributions and other inflows of assets whose use is limited by donor-imposed stipulations. These restrictions may or may not expire by the passage of time or by the fulfillment of certain actions pursuant to those stipulations.

Excess of Revenue Over Expenses
The Consolidated Statements of Operations include excess of revenue over expenses, which includes all revenue and expenses that are an integral part of the Community's activities.

Lease Accounting
The Community leases office space to various vendors. BBV determines whether an arrangement contains a lease at inception, and whether they are finance or operating leases.

These agreements typically range from one to five years, most for a fixed monthly rate. Revenue from these agreements is recognized ratably over the lease term on a straight-line basis. However, some agreements do include a variable component in the final monthly price. Revenue from lease income is recorded in other revenue on the Consolidated Statements of Operations.

BBV elected to use the practical expedient for short-term leases, and therefore does not record right-of-use assets or lease liabilities with lease durations of twelve months or less.

Revenue Recognition
The Community's revenues are derived primarily from RCAs with residents. Each RCA provides the resident with the rights to the following levels of care: (i) independent living and (ii) related care (e.g., assisted living services, skilled nursing residency and care, memory care residency, and therapy services). The Community has concluded that these rights represent a single performance obligation because they are transferred concurrently over the term of the RCA. Independent living services primarily represent the right to occupy the unit, and related care services follow the same timing and pattern of transfer. Accordingly, the Community does not account for these rights separately for revenue recognition purposes.

Practical Expedient Election

The RCA contains both a lease component (the right to occupy the living unit) and a nonlease component (resident services). The Community is the lessor in the agreement and classifies the lease as operating. In accordance with ASC 842*, Leases*, the Community has elected the practical expedient to not separate lease and nonlease components for RCAs where the timing and pattern of transfer are the same and the lease component, if accounted for separately, would be classified as an operating lease. As a result, the Community accounts for the combined components as a single performance obligation under ASC 606, *Revenue from Contracts with Customers* ("ASC 606").

Performance obligations are satisfied over time as services are rendered, and revenue is recognized on a daily or monthly basis for housing, care, and ancillary services. Revenue for services provided at a point in time, such as retail transactions (e.g., pharmaceuticals or medical equipment), is recognized when control of the goods transfers to the resident. Community fees are deferred and recognized on a straight-line basis over the expected term of the RCA, which represents the period during which the resident receives the benefits of the arrangement.

The Community determines the transaction price based on standard charges for continuing care services provided, reduced by contractual adjustments (explicit price concessions) provided to third-party payers where applicable. The Community estimates contractual adjustments and discounts based on contractual agreements and historical experiences. The Community evaluates a resident's ability to pay for provided services through an assessment of their available assets, future sources of income, and the security of their entrance fee at the time of entrance to the Community. Through this evaluation, the Community has determined that it does not offer implicit price concessions. The lack of implicit price concessions is considered in estimating the transaction price billed to residents and the amounts the Community expects to collect based on its collection history with those residents. Residents who meet the Community's criteria for charity care are provided care without charge or at amounts less than established rates. Such amounts determined to qualify as charity care are not reported as revenue.

Agreements with third-party payers typically provide for payments at amounts less than established charges. A summary of the payment arrangements with major third-party payers is as follows:

Medicare: Certain nursing care services are paid at prospectively determined rates based on clinical, diagnostic, and other factors. Other services are paid based on cost-reimbursement methodologies subject to certain limits.

Medicaid: Reimbursements for Medicaid services are generally paid at prospectively determined rates per occasion of service, or per covered member.

Other: Payment agreements with certain commercial insurance carriers, health maintenance organizations, and preferred provider organizations provide for payment using prospectively determined rates per discharge, discounts from established charges, and prospectively determined rates.

Generally, residents covered by third-party payers are responsible for related deductibles and coinsurance, which vary in amount. Management estimates the transaction price for residents with deductibles and coinsurance and for those who are uninsured based on historical experience and current market conditions. The initial estimate of the transaction price is determined by reducing the standard charge by any contractual adjustments. Subsequent changes to the estimate of the transaction prices are recorded as adjustments to resident occupancy revenue or ancillary fees in the period of the change. These changes to estimates recorded in the subsequent period were insignificant for the years ended December 31, 2025 and 2024. Subsequent changes determined to be the result of an adverse change in a payer's ability to pay are recorded as a reduction to revenue and were not significant for the years ended December 31, 2025 and 2024.

Ancillary fees

Ancillary fees, which include nursing and aide services, pharmacy charges, housekeeping, dining room sales, and other services provided to the Community's residents, are reported at the amount that reflects the consideration to which the Community expects to be entitled in exchange for providing these services. The Community recognizes revenue for these ancillary services in accordance with the provisions of ASC 606. Each service provided under the contract is capable of being distinct. Therefore, the services are considered individual and separate performance obligations, which are satisfied as services are provided, and revenue is recognized as services are provided.

Other Revenue
Other revenue includes revenue from government grants, lease income, and contribution revenue. Grant revenue is recognized when the applicable terms and conditions of the grant have been met. The Community has determined there is not an exchange back to the granting authority and accounts for these grants in accordance with ASC 958-605, *Not for Profit Entities - Revenue Recognition* ("ASC 958-605").

The Community receives contributions from residents for use limited to a specified purpose. Contribution revenue is recognized when the donor-imposed stipulation is fulfilled, and funds are expensed in accordance with ASC 958-605.

Investments
BBV records investment gains and losses in non-operating income on the Consolidated Statements of Operations, along with the offsetting amount related to the increase or decrease in the short-term investments to reflect its exposure to changes in the fair value of money market funds, fixed income securities, equity securities, and U.S. agency securities (as disclosed in Note 5). Distributions received from investments are recorded as investment income to the extent that such distributions represent interest or dividends. Dividend income is recognized on the ex-dividend date and interest income is recognized on an accrual basis. Realized gain or loss is recognized when an investment is disposed of and is computed as the difference between the cost basis in the investment through specific identification at the disposition date and the net proceeds received from such disposition. Unrealized gains or losses display the difference between the fair market value of the investment and the cost basis of the investment.

Income Taxes
BBV is exempt from federal income taxes under Section 501(c)(3) of the IRC and the applicable state income tax regulations. PBC is a single member limited liability company and has elected to be disregarded for federal and state income tax purposes. The financial statement activity of PBC is reflected in BBV's books and records. Management has evaluated BBV's tax positions and has concluded that BBV has taken no uncertain tax positions that would require recognition or disclosure in the consolidated financial statements.

Recently Issued Accounting Pronouncements
On July 30, 2025, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2025-05 – *Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets* ("ASU 2025-05") which amends ASC 326 to provide a practical expedient (for all entities) and an accounting policy election (for all entities, other than public business entities, that elect the practical expedient) related to the estimation of expected credit losses for current accounts receivable and current contract assets that arise from transactions accounted for under ASC 606. The FASB developed the new guidance in conjunction with the Private Company Council to address concerns from stakeholders that estimating expected credit losses can be costly and complex for such transactions. Management evaluated ASU 2025-05 and determined that, due to the Community's historically insignificant write-offs, the practical expedient would not materially affect its credit-loss methodology. Therefore, the Community did not elect to adopt the expedient to the presentation of net accounts receivable balances or the related disclosures in the Community's consolidated financial statements.

3. Limited Use Cash and Cash Equivalents

BBV has restricted cash and cash equivalents, resident capital cash, debt related restricted funds, funds with donor restrictions, and funds held for residents that are comprised of cash and cash equivalents, stated at fair market value. Income related to limited use cash and cash equivalents is included in investment return, net, on the Consolidated Statements of Operations.

The following table provides a reconciliation of cash, cash equivalents and restricted cash reported within the Consolidated Balance Sheets that sum to the total of the same amounts shown on the Consolidated Statements of Cash Flows as of December 31:

	2025	2024
Cash	$ 2,212,425	$ 23,902,629
Restricted cash and cash equivalents	87,526	92,052
Resident capital cash	7,302,728	3,408,024
Debt related restricted funds	2,751,093	2,708,115
Funds with donor restrictions	669,703	240,022
Funds held for residents	524,041	477,612
Cash, cash equivalents, and restricted cash	$ 13,547,516	$ 30,828,454

Amounts included in restricted cash and cash equivalents represent amounts required to be set aside by a contractual agreement with an insurer for the payment of general and professional liability claims. Restricted cash included in resident capital cash represents amounts required to be set aside until the unit settles. Restricted cash included in debt related restricted funds is required per the bond agreements. Amounts included in funds with donor restrictions and funds held for residents include cash that has been contributed to funds but not yet invested.

4. Liquidity and Availability

Financial assets available for general expenditure within one year of the balance sheet date consisted of the following as of December 31:

	2025	2024
Cash	$ 2,212,425	$ 23,902,629
Short-term investments	24,473,977	9,531,416
Accounts receivable, net	2,392,177	2,270,740
Promissory notes receivable	4,545,300	3,366,200
Beneficial interest in National CCRC Business Trust I	271,399,817	208,822,854
	$ 305,023,696	$ 247,893,839

As part of the Community's liquidity management plan, cash in excess of daily requirements is invested in short-term investments and National CCRC Business Trust I ("Business Trust"). These funds may be drawn upon, if necessary, to meet unexpected liquidity needs and they are included in the quantitative information above.

5. Fair Value of Financial Instruments

The fair value measurement standard establishes measurement criteria and a hierarchy for ranking the quality and reliability of the information used to determine fair values. Fair value is a market-based measurement that defines the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. The standard requires that assets and liabilities carried at fair value be classified and disclosed in one of the following three categories:

Level 1: Unadjusted quoted market prices in active markets for identical assets or liabilities.

Level 2: Unadjusted quoted prices in active markets for similar assets or liabilities, unadjusted quoted prices for identical or similar assets or liabilities in markets that are not active, or inputs other than quoted prices that are observable for the asset or liability.

Level 3: Unobservable inputs for the asset or liability.

ASC 820, *Fair Value Measurements and Disclosures* (“ASC 820”), clarifies that fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. ASC 820 establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3).

The following tables summarize the valuation of BBV's financial instruments by the above pricing levels as of:

	December 31, 2025			
	Unadjusted Quoted Market Prices (Level 1)	Significant Other Observable Inputs (Level 2)	Unobservable Inputs (Level 3)	Total Fair Value
Current assets				
Short term investments				
Money market funds	$ 18,623,590	$ —	$ —	$ 18,623,590
Equity securities	3,027,468	—	—	3,027,468
Fixed income securities	—	1,187,470	—	1,187,470
U.S. agency securities	—	1,635,449	—	1,635,449
Restricted cash and cash equivalents	87,526	—	—	87,526
	$ 21,738,584	$ 2,822,919	$ —	$ 24,561,503
Non-current assets				
Resident capital cash				
Cash	$ 7,302,728	$ —	$ —	$ 7,302,728
Beneficial interest in gift annuities	—	—	59,378	59,378
Debt related restricted funds				
Money market funds	2,751,093	—	—	2,751,093
Funds with donor restrictions				
Cash	669,703	—	—	669,703
Fixed income securities	555,593	—	—	555,593
Equity securities	411,438	—	—	411,438
Funds held for residents				
Cash	524,041	—	—	524,041
Interest rate swaps	—	5,241,123	—	5,241,123
	$ 12,214,596	$ 5,241,123	$ 59,378	$ 17,515,097

	December 31, 2024			
	Unadjusted Quoted Market Prices (Level 1)	Significant Other Observable Inputs (Level 2)	Unobservable Inputs (Level 3)	Total Fair Value
Current assets				
Short term investments				
Money market funds	$ 1,434,166	$ —	$ —	$ 1,434,166
Equity securities	2,497,469	—	—	2,497,469
Fixed income securities	—	2,947,674	—	2,947,674
U.S. agency securities	—	2,652,107	—	2,652,107
Restricted cash and cash equivalents	92,052	—	—	92,052
	$ 4,023,687	$ 5,599,781	$ —	$ 9,623,468
Non-current assets				
Resident capital cash				
Cash	$ 3,408,024	$ —	$ —	$ 3,408,024
Beneficial interest in gift annuities	—	—	59,378	59,378
Debt related restricted funds				
Money market funds	2,708,115	—	—	2,708,115
Funds with donor restrictions				
Cash	240,022	—	—	240,022
Fixed income securities	395,568	—	—	395,568
Equity securities	276,681	—	—	276,681
Funds held for residents				
Cash	477,612	—	—	477,612
Interest rate swaps	—	6,489,984	—	6,489,984
	$ 7,506,022	$ 6,489,984	$ 59,378	$ 14,055,384

Cash and Money Market Funds (Level 1)
These investments are carried at fair value. These investments are considered Level 1 investments because they use unadjusted quoted market prices in active markets for identical assets or liabilities.

Equity Securities and Fixed Income Securities (Level 1)
These investments are actively traded on a primary exchange and are valued at the last sale price on the security's primary exchange, which renders them a Level 1 investment. The fair market value of these securities fluctuates with the underlying stock price. Significant changes in the stock price of the underlying equity are analyzed and any other-than-temporary impairments are recorded upon determination.

Fixed Income Securities (Level 2)
These investments are not actively traded on a primary exchange which renders them a Level 2 investment. These investments fluctuate in value based upon changes in the interest rates. Significant changes in the credit quality of the underlying entity are analyzed and any other-than-temporary impairments are recorded upon determination.

U.S. Agency Securities (Level 2)
For investments in U.S. agency securities, fair value is based on the average of the last reported bid or ask prices which renders them a Level 2 investment. These investments fluctuate in value based upon changes in interest rates.

Interest Rate Swaps (Level 2)
BBV measures the interest rate swaps at fair value on a recurring basis. The interest rate swap agreements are valued using a pricing service at net present value. These evaluated prices render

these instruments Level 2 investments. The fair value of the swap agreements will change as long-term interest rates fluctuate over time. See Note 10.

Beneficial Interest in Gift Annuities (Level 3)
The fair value of the beneficial interest in gift annuities is based on the present value of the estimated future cash flows to the Community. This investment is considered a Level 3 investment due to the requirement of an actuarial analysis to properly value the assets. These investments are not actively traded, nor do they contain observable inputs that would assist in a regularly occurring valuation.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair value. Furthermore, while BBV believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different estimate of fair value as of the reporting date.

6. Beneficial Interest in Trusts

NSC is the not-for-profit member of and supporting organization to a system of not-for-profit CCRCs in the United States. Its primary mission is to improve the lives of seniors and those who support them, both within its communities and beyond, through strong governance, financial oversight, exceptional people experiences, advocacy and continued growth. To further this mission, NSC maintains an investment portfolio in multiple trusts, including the Business Trust and the National CCRC Statutory Tier IV Trust ("Tier IV Trust").

National CCRC Business Trust I
BBV began investing in the Business Trust in April 2012. The Business Trust was established by NSC to invest excess cash from its supported organizations to achieve long-term investment goals. NSC serves as the Trustee and has the exclusive executive management and control of the funds within the Business Trust. The Trustee has the power to conduct, operate and carry out the business of the pooled investments fund, which includes buying, holding and selling investments on behalf of the Business Trust. Redemptions from the Business Trust are permitted quarterly upon 90 calendar days' advance notice and take place as of the last business day each calendar quarter after the month end net asset value is established. There are no current designations on the assets held within the Business Trust, therefore the funds are not considered limited use. The investments held within the Business Trust are accounted for by the Community under the equity method of accounting. The Business Trust uses the net asset value per share multiplied by the number of shares held by BBV to determine BBV's share of the net assets held within the Business Trust.

BBV's investment activity related to the Business Trust was as follows as of and for the years ended December 31:

	Business Trust	
	2025	2024
Shares owned	9,134,260	8,167,104
Value of investment	$ 271,399,817	$ 208,822,854
Contributions made	27,000,000	20,000,000
Change in beneficial interest	$ 35,576,963	$ 16,802,837

Condensed financial statements and related information of the Business Trust as of December 31 are as follows:

	Business Trust	
	2025	2024
Assets	$ 1,827,574,249	$ 1,460,240,593
Liabilities	52,490	95,610
Net assets	1,827,521,759	1,460,144,983
Net asset value per share	29.71	25.57
Net investment income	44,873,503	62,912,627
Realized and unrealized gain from investments	199,503,273	54,795,922
Net increase in net assets	$ 244,376,776	$ 117,708,549

National CCRC Statutory Tier IV Trust

BBV began investing in the Tier IV Trust in December 2020. The strategic objective of this trust is to invest cash in an efficient and diversified approach to obtain a reasonable return while accepting a moderate and prudent level of risk. In the future, NSC may choose to invest the funds in less traditional, illiquid assets or non-marketable securities. However, as of December 31, 2025 no such investments have been made, or are expected to be made in the coming year. The investment strategy is continuously reviewed to adhere as closely as possible to the investment objective.

NSC, as the Trustee, has the exclusive executive management and control of the funds within the Tier IV Trust, which include fixed income funds, equity mutual funds and money market funds as of December 31, 2025 and 2024. As the Trustee, NSC has the power to conduct, operate, and carry out the business of the Tier IV Trust in furtherance of the mission, which includes, but is not limited to, buying, holding and selling investments on behalf of the Tier IV Trust. The Trustee may, at its discretion, enter into one or more investment advisory or management agreements whereby the Trustee engages the services of an investment advisor for the Tier IV Trust. The Trustee is not compensated for any services provided. The Community accounts for investments held within the Tier IV Trust under the equity method of accounting. The Tier IV Trust uses the net asset value per share multiplied by the number of shares held by BBV to determine BBV's share of the net assets held within the Tier IV Trust.

BBV's investment activity related to the Tier IV Trust was as follows as of and for the year ended December 31:

	Tier IV Trust	
	2025	2024
Shares owned	1,153,079	949,230
Value of investment	$ 14,939,654	$ 10,597,245
Contributions made	2,625,000	2,625,000
Change in beneficial interest	$ 1,717,409	$ 746,878

Condensed financial statements and related information of the Tier IV Trust as of December 31 are as follows:

	Tier IV Trust	
	2025	2024
Assets	$ 85,407,600	$ 60,715,029
Liabilities	38,148	159,342
Net assets	85,369,452	60,555,687
Net asset value per share	12.96	11.16
Net investment income	1,934,202	1,245,910
Realized and unrealized gain from investments	7,879,563	3,021,971
Net increase in net assets	$ 9,813,765	$ 4,267,881

7. Property and Equipment, Net

Property and equipment, net, consisted of the following as of December 31:

	2025	2024
Building and building improvements	$ 457,100,957	$ 440,459,875
Land and land improvements	24,452,623	24,361,193
Equipment and vehicles	11,795,662	10,901,068
Furniture and fixtures	238,831	632,724
	493,588,073	476,354,860
Less: Accumulated depreciation	(230,091,002)	(209,421,081)
	263,497,071	266,933,779
Open projects	13,251,553	15,502,872
Total property and equipment, net	$ 276,748,624	$ 282,436,651

Depreciation expense was $23,509,034 and $20,488,391 for the years ended December 31, 2025 and 2024, respectively. For the years ended December 31, 2025 and 2024, BBV disposed of assets totaling $2,839,113 and $2,367,142, respectively. There were gains of $29,574 and $0 related to these disposals for the years ended December 31, 2025 and 2024, respectively.

8. Defined Contribution Plan

BBV maintains a defined contribution plan for BBV employees meeting certain eligibility requirements. Eligible employees may contribute up to 100% of their salary subject to the maximum allowed by the IRC on a pretax basis. BBV may make discretionary contributions to the plan equal to a percentage of the participant's elective deferrals. Total expense recognized by BBV was $635,825 and $572,202 for the years ended December 31, 2025 and 2024, respectively, and is included in salaries, wages, and benefits on the Consolidated Statements of Operations.

9. Resident Entrance Fees, Community Fees and Accumulated Amortization

The composition of resident entrance fees, community fees and accumulated amortization was as follows as of December 31:

	2025	2024
Resident entrance fees		
100% refundable contracts	$ 59,679,200	$ 76,050,900
90% refundable portion	431,181,905	390,770,905
Less: Spend down	(12,825,921)	(11,949,427)
Resident entrance fees	478,035,184	454,872,378
Community fees		
10% non-refundable portion	48,896,161	44,538,711
Community fees	48,896,161	44,538,711
Accumulated amortization	(37,555,595)	(36,984,234)
Total resident entrance fees and community fees, net of accumulated amortization	$ 489,375,750	$ 462,426,855

For the years ended December 31, 2025 and 2024, spend down activity to offset monthly charges was $7,826,681 and $8,036,592, respectively.

10. Bonds Payable and Interest Rate Swaps

The Community's debt was comprised of the following as of December 31:

	2025	2024
Virginia Small Business Financing Authority, The Obligated Group of National Senior Communities, Inc., Series 2020A, tax-exempt, fixed rate, final maturity January 1, 2051	$ 59,840,556	$ 61,242,467
Virginia Small Business Financing Authority, The Obligated Group of National Senior Communities, Inc., Series 2020B drawdown bonds, STI Institutional & Government, Inc., tax-exempt, variable rate, due October 15, 2035	34,563,242	34,621,804
The Obligated Group of National Senior Communities, Inc., 2020 Term Loan, taxable, variable rate, due October 1, 2028	2,395,278	3,216,571
Subtotal	96,799,076	99,080,842
Less: Current portion	(2,372,599)	(2,281,766)
Less: Deferred financing costs, net	(596,387)	(648,640)
Add: Bond premium	3,554,527	4,036,247
Bonds payable, net of current portion	$ 97,384,617	$ 100,186,683

Obligated Group of National Senior Communities, Inc.
The Obligated Group of National Senior Communities, Inc. (the “Obligated Group”), consists of Ann's Choice, Inc., Brooksby Village, Inc., Cedar Crest Village, Inc., Greenspring Village, Inc., Seabrook Village, Inc., and Linden Ponds, Inc. (each a "Member" and collectively, the “Obligated Group Members”). The Obligated Group Members are jointly and severally liable for all Obligated Group indebtedness through a claim on and a security interest in all of the receipts and in certain Pledged Assets as established by the Master Trust Indenture (“MTI”). Pursuant to the MTI, the Obligated Group is required to achieve a minimum Historical Debt Service Coverage Ratio of 1.2 and 120 days cash on hand for each fiscal year.

In October 2020, at the request of the Obligated Group, the Virginia Small Business Financing Authority issued its Revenue Bonds, The Obligated Group of National Senior Communities, Inc. Series 2020A and Series 2020B Bonds (the “Series 2020A Bonds” and the “Series 2020B Bonds”). Concurrently, the Obligated Group also obtained a taxable loan from Truist Bank (the “2020 Taxable Loan”). The Series 2020A and Series 2020B Bonds, together with the 2020 Taxable Loan are referred to as the 2020 OG Financing. The 2020 OG Financing proceeds are allocated amongst certain of the Obligated Group Members based on the amount of loan proceeds each member received as set forth in the Allocation and Contribution Agreement. In conjunction with the issuance of the 2020B Bonds and the obtaining of the 2020 Taxable Loan, the Obligated Group also entered into two interest rate swap agreements in order to mitigate the floating interest rate risk associated with these financial instruments.

Series 2020A Bonds
The aggregate principal amount of the Series 2020A Bonds is $381,030,000. The bonds were issued to refund all of the previously issued and outstanding debt held by the Obligated Group Members, to reimburse certain Members for previous capital expenditures and to finance swap termination fees and other costs of issuance. The Series 2020A Bonds consist of $184,065,000 tax-exempt, fixed rate serial bonds and $196,965,000 tax-exempt, fixed rate term bonds with coupons ranging from 3.375% to 5.00% and with a final maturity date of January 1, 2051. The Series 2020A Bonds were issued at a premium of $39,075,134 which is being amortized over the life of the bonds. BBV’s portion of the proceeds from the Series 2020A Bond issuance was $71,611,628 which included a net premium of $6,660,794.

Series 2020B Bonds
The aggregate principal amount of the Series 2020B Bonds is $118,800,000. The bonds were issued to fund certain repositioning projects at the Obligated Group Member communities as well as to pay certain costs of issuance and swap termination fees. The issued bonds were purchased by STI Institutional & Government, Inc. (“STING”). STING has agreed to advance the proceeds to the Obligated Group over the course of the implementation of the projects. At the time of closing, STING made an initial advance to the Obligated Group of $3,800,000. The 2020B Bonds had advanced proceeds provided to the Obligated Group through October 1, 2023, with first principal payment due November 1, 2023 in accordance with the repayment schedule. The advanced payments provided to the Obligated Group in 2020 were $8,106,243. The Series 2020B Bonds have a mandatory tender date of October 15, 2035.

The interest rate is 79% of the sum of the Secured Overnight Financing Rate ("SOFR") plus a spread of 110 basis points and an initial spread adjustment of 0.10%, provided that SOFR shall not be less than 0%. Interest is payable only on advanced proceeds. The interest rate related to the Series 2020B Bonds was 3.84%, and 4.55%, as of December 31, 2025 and 2024, respectively. There is an interest rate swap in place for the portion of the interest rate on the Series 2020B Bonds that resets monthly based on 79% of one-month London Interbank Offered Rate ("LIBOR") (refer to the Derivative Financial Instruments discussion below).

BBV’s portion of the Series 2020B Bonds as of December 31, 2025 and 2024 was $34,563,242 and $34,621,804, respectively.

2020 Taxable Term Loan
The principal amount of the 2020 Taxable Term Loan was $16,950,000. The loan was issued in order to refund all of the previously issued taxable debt and outstanding purchase money note held by certain Obligated Group Members and to pay certain costs of issuance and swap termination fees. Effective June 1, 2023, the interest rate on the 2020 Taxable Term Loan was amended in connection with the phase-out of London Interbank Offered Rate ("LIBOR"). Pursuant to the amendment, the interest rate was set at Secured Overnight Financing Rate ("SOFR") plus a spread of 110.3 basis points, provided that SOFR shall not be less than 0%. Prior to the amendment, the initial interest rate

for the 2020 Taxable Term Loan was set at one-month LIBOR plus a spread of 100 basis points, subject to a 25-basis point LIBOR floor. Interest is payable only on advanced proceeds. The interest rate related to the 2020 Taxable Term Loan was 5.00% and 5.74%, as of December 31, 2025 and 2024, respectively. There is an interest rate swap in place for the portion of the interest rate on the 2020 Taxable Term Loan that resets monthly (refer to the Derivative Financial Instruments discussion below). BBV's portion of the proceeds from the 2020 Taxable Term Loan was $6,495,994.

Series 2022 Bonds
On March 1, 2022, Linden Ponds, Inc. ("LPH") became a member of the Obligated Group. Concurrent with joining the Obligated Group, at the request of LPH, the Public Finance Authority issued its Revenue Bonds (The Obligated Group of National Senior Communities, Inc.), Series 2022 (the “Series 2022 Bonds”) in the aggregate par amount of $41,710,000, plus an original issue premium of $3,565,421. BBV did not receive any portion of the Series 2018 or Series 2022 bond proceeds.

The Obligated Group's total balance of bonds payable was $634,181,825 and $651,110,050 as of December 31, 2025 and 2024, respectively.

The Obligated Group incurred deferred financing costs of $4,751,208 in connection with the 2020 OG Financing, and are included in bonds payable, net of current portion on the Consolidated Balance Sheets. BBV’s original portion of deferred financing costs related to these bonds was $914,022. Amortization of cost of issuance was $52,254 and $55,196 for the years ended December 31, 2025 and 2024, respectively.

Future principal payments required by BBV under the bond agreements are as follows as of December 31, 2025:

2026	$ 2,372,599
2027	2,457,384
2028	2,603,808
2029	2,878,720
2030	2,768,778
Years thereafter	83,717,787
Total future principal payments	96,799,076
Less: Current portion	(2,372,599)
Less: Deferred financing costs, net	(596,387)
Add: Bond premium	3,554,527
Bonds payable, net of current portion	$ 97,384,617

Derivative Financial Instruments
In conjunction with the issuance of the Series 2020B Bonds, BBV together with other Obligated Group Members entered into a forward interest rate swap agreement with Truist Bank (the “Swap Counterparty”) effective October 1, 2023. The swap agreement has a notional amount of $118,800,000 which will amortize in accordance with the scheduled principal amortization of the Series 2020B Bonds. BBV jointly with other Obligated Group Members have agreed to pay the Swap Counterparty scheduled payments using a fixed rate equal to 0.841%, and receive payments based on 79% of SOFR commencing on November 1, 2023 through and including the termination date of October 1, 2035. Prior to the amendment, the Obligated Group members agreed to pay a fixed rate equal to 0.92% and receive payments based on 79% of one-month LIBOR.

In conjunction with the issuance of the 2020 Taxable Term Loan, BBV together with other Obligated Group Members entered into a new interest rate swap agreement with the Swap Counterparty effective October 15, 2020. The swap agreement has a notional amount of $16,950,000 which will amortize in accordance with the scheduled principal amortization of the Series 2020 Term Loan. The

swap agreement was amended in connection with the phase-out of LIBOR, whereby, BBV jointly with other Obligated Group Members have agreed to pay the Swap Counterparty scheduled payments determined using a fixed rate equal to 0.335% and receive payments based on SOFR commencing on July 1, 2023 through and including the termination date of October 1, 2028. Prior to the amendment, the Obligated Group Members agreed to pay a fixed rate equal to 0.44% and receive payments based on 79% of one-month LIBOR.

The fair value of the interest rate swaps and the related realized and unrealized (gain)/loss were as follows as of and for the years ended December 31:

Classification of derivatives in Consolidated Balance Sheets	Fair Value	
	2025	2024
Derivatives not designated as hedging instruments		
Interest rate swaps	$ 5,241,123	$ 6,489,984

Classification of derivatives gain in Consolidated Statements of Operations	Amount of Gain Recognized in Excess of Revenue Over Expenses	
	2025	2024
Derivatives not designated as hedging instrument		
Unrealized (loss)/gain on interest rate swaps	$ (1,248,861)	$ 477,428
Realized gain on interest rate swaps	994,026	1,316,102
Realized and unrealized (loss)/gain on swap agreements	$ (254,835)	$ 1,793,530

11. Net Assets with Donor Restrictions

Net assets with donor restrictions were designated for the following purposes as of December 31:

	2025	2024
Resident care	$ 804,853	$ 79,140
Scholarship	940,528	881,779
Staff appreciation	25,730	10,730
Total funds with donor restrictions	$ 1,771,111	$ 971,649

Net assets were released from donor restrictions by incurring expenses satisfying the following restricted purposes for the years ended December 31:

	2025	2024
Resident care	$ 2,034,956	$ 1,641,967
Scholarship	329,800	414,050
Total net assets released from restriction	$ 2,364,756	$ 2,056,017

Resident care and scholarship funds are referred to as limited use assets on the Consolidated Balance Sheets.

Staff appreciation funds totaling $252,526 and $268,407 were expended during the years ended December 31, 2025 and 2024, respectively. These amounts are included in both other revenue and salaries, wages, and benefits on the Consolidated Statements of Operations.

12. Disaggregation of Revenue

The Community disaggregates its revenue from contracts with customers by payer source as well as its main lines of business, as the Community believes it best depicts how the nature, amount, timing, and uncertainty of its revenue and cash flows are affected by economic factors.

The composition of resident occupancy revenue by payer and level of care was as follows for the years ended December 31:

	2025				
	Independent living	Assisted living	Skilled nursing and other	Memory care	Total
Private pay	$ 59,027,265	$ 14,952,195	$ 8,885,685	$ 5,907,013	$ 88,772,158
Medicare and Medicaid	—	—	2,553,685	—	2,553,685
Third party	—	—	442,111	—	442,111
Total resident occupancy revenue	$ 59,027,265	$ 14,952,195	$ 11,881,481	$ 5,907,013	$ 91,767,954

	2024				
	Independent living	Assisted living	Skilled nursing and other	Memory care	Total
Private pay	$ 56,385,962	$ 14,683,003	$ 7,012,258	$ 5,705,945	$ 83,787,168
Medicare and Medicaid	—	—	3,236,236	—	3,236,236
Third party	—	—	465,050	—	465,050
Total resident occupancy revenue	$ 56,385,962	$ 14,683,003	$ 10,713,544	$ 5,705,945	$ 87,488,454

The composition of ancillary fees by payer and level of care was as follows for the years ended December 31:

	2025				
	Independent living	Assisted living	Skilled nursing and other	Memory care	Total
Private pay	$ 4,100,017	$ 101,976	$ 1,949,753	$ —	$ 6,151,746
Medicare and Medicaid	—	—	1,705,693	—	1,705,693
Third party	148,955	—	620,501	—	769,456
Total ancillary fees	$ 4,248,972	$ 101,976	$ 4,275,947	$ —	$ 8,626,895

	2024				
	Independent living	Assisted living	Skilled nursing and other	Memory care	Total
Private pay	$ 3,926,346	$ 101,250	$ 1,853,208	$ —	$ 5,880,804
Medicare and Medicaid	—	—	1,707,149	—	1,707,149
Third party	146,169	—	584,813	—	730,982
Total ancillary fees	$ 4,072,515	$ 101,250	$ 4,145,170	$ —	$ 8,318,935

13. Related Parties

NSC
NSC provides ongoing oversight, strategic planning, financial planning, governance and risk management for the communities within its system. BBV is an affiliated community in the NSC system. NSC, as BBV's sole member, appoints board members to BBV's board of directors. Affiliated communities, including BBV, pay System Fees that fund the operating activities of NSC. Additionally, affiliated communities are required to pay certain non-recurring expenses of NSC that support the services performed by NSC and that are provided to NSC affiliated communities.

ESL
On April 30, 2010, BBV and ESL entered into a Management and Marketing Agreement. ESL will provide management and marketing services to BBV during the term of this agreement in exchange for a management fee and allocation of certain costs to the Community. The agreement has been amended various times since inception, most recently on April 30, 2024. The agreement expires on November 1, 2042. The management fee includes a base fee and an incentive fee. The base fee is calculated as 90% of the applicable percentage of occupancy fees based on the projected occupancy rate, which increases annually by the increase in the Consumer Price Index for the Baltimore-Towson Metropolitan Statistical Area. The monthly incentive fee, which may not exceed 25% of the applicable base fee, is based on the applicable percentage of the total actual occupancy fees over the applicable base fee.

The direct and shared costs allocated to BBV by ESL for the years ended December 31, 2025 and 2024 were $8,516,159 and $8,114,606, respectively. Direct and shared costs include salaries and benefits for management personnel and the use of services such as finance, legal, human resources, information systems, and operations.

Erickson Health Medical Group
Erickson Health Medical Group of Massachusetts ("EHMG") is a physician-owned entity affiliated with ESL and contracted by BBV to provide primary care and other medical services to Community residents. ESL provides management and billing services on behalf of EHMG under a separate agreement.

EHMG and BBV are parties to a Community Services Agreement with 12-month terms that automatically renew for successive one-year terms, unless terminated. Under this agreement, the Community pays EHMG a Management Services Fee and reimburses approved operating expenses related to the on-site medical center.

EHMG also subleases on-site office space from BBV. EHMG employs physicians, nurse practitioners and other healthcare professionals to provide medical services to residents.

ESL, as EHMG’s affiliate, participates in a performance-based, revenue-sharing arrangement tied to the financial performance of EHMG’s practice within the Community. This arrangement may result in additional income to ESL.

14. Functional Expenses

BBV provides program services to residents within the Community. Operating expenses by nature and function related to providing these services were as follows for the years ended December 31:

	2025				
	Program Services			Supporting Activities	
	Independent Living	Continuing Care	Ancillary Health	Management and General Activities	Total
Expenses					
Salaries, wages, and benefits	$ 18,538,966	$ 18,395,975	$ 2,665,759	$ 7,345,901	$ 46,946,601
Professional and contracted services	3,996,717	1,368,822	119,292	6,981,985	12,466,816
General and administrative	12,458,370	3,168,849	24,917	1,491,807	17,143,943
Management fees	3,087,989	1,290,515	—	—	4,378,504
Interest	3,778,034	—	—	—	3,778,034
Real estate taxes	1,458,614	277,831	—	—	1,736,445
Depreciation	21,780,106	1,726,868	2,060	—	23,509,034
Expenses incurred related to net assets with donor restrictions	2,364,756	—	—	—	2,364,756
Total expenses	$ 67,463,552	$ 26,228,860	$ 2,812,028	$ 15,819,693	$ 112,324,133

	2024				
	Program Services			Supporting Activities	
	Independent Living	Continuing Care	Ancillary Health	Management and General Activities	Total
Expenses					
Salaries, wages, and benefits	$ 17,731,938	$ 17,127,588	$ 2,399,504	$ 7,016,929	$ 44,275,959
Professional and contracted services	4,705,400	1,608,144	123,032	6,554,239	12,990,815
General and administrative	11,814,942	2,752,635	12,215	1,209,438	15,789,230
Management fees	2,984,235	1,250,300	—	—	4,234,535
Interest	4,137,162	—	—	—	4,137,162
Real estate taxes	1,298,008	247,790	—	—	1,545,798
Depreciation	18,743,678	1,742,730	1,983	—	20,488,391
Expenses incurred related to net assets with donor restrictions	2,056,017	—	—	—	2,056,017
Total expenses	$ 63,471,380	$ 24,729,187	$ 2,536,734	$ 14,780,606	$ 105,517,907

Natural expenses attributable to more than one functional expense category are allocated using various cost allocation techniques such as building use and time and effort.

15. Commitments and Contingencies

BBV is subject to legal proceedings and claims which arise from the normal course of business. In the opinion of management, the amount of ultimate liability with respect to these proceedings and claims will not materially affect the financial position, cash flow, or results of operations of BBV.

BBV is committed under various construction related contracts for buildings on campus. Commitments for the portions of any contracts not completed as of December 31, 2025 and 2024 were $3,070,964 and $9,909,211, respectively.

16. Subsequent Event

Subsequent events have been evaluated by management through April 28, 2026, which is the date the consolidated financial statements were available to be issued. No subsequent events were noted.

Supplemental Information

Brooksby Village, Inc. and Subsidiary
Consolidated Supplemental Schedule (Unaudited)
December 31, 2025

Community Recurring Cash Flow	2025
Excess of revenue over expenses	$ 32,695,198
Amortization of community fees	(3,574,101)
Interest	3,778,034
Depreciation	23,509,034
Investment return, net	(2,685,324)
Change in beneficial interest in National CCRC Business Trust I	(35,576,963)
Realized and unrealized (loss)/gain on swap agreements	254,835
Other adjustments	(107,661)
Net operating income	18,293,052
Portions of resident and community fee cash flows from resales:	
Resale community fees collected	7,373,880
Resale entrance fees collected	88,344,500
Resale entrance fee refunds paid	(65,686,808)
Net resale margin	30,031,572
Less: Maintenance capex	(7,984,769)
Cash from recurring operations	$ 40,339,855

Brooksby Village, Inc. and Subsidiary
Consolidated Supplemental Schedule (Unaudited)
December 31, 2025

1. Basis of Presentation and Accounting

The Consolidated Supplemental Schedule presented on page 29 is derived from, and relates directly to, the underlying accounting and other records used to prepare the consolidated financial statements. The supplementary information is presented for the purpose of providing additional analysis of the consolidated financial statements, rather than to present the financial position and changes in net assets (deficit) of BBV, and are not a required part of the consolidated financial statements. The information is intended to expand on the sources and uses of cash generated by the operations of the Community which are monitored by management to determine the overall health and performance of the Community as a whole.