EDGEWOOD
A LifeCare Community

EDGEWOOD RETIREMENT COMMUNITY, INC.
Equal Housing Opportunity

DISCLOSURE STATEMENT

June 2026



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INTRODUCTION

We are pleased that you have expressed an interest in Edgewood. We are very proud of our senior living community and appreciate this opportunity to tell you more. We are convinced that the more you learn, the more comfortable you will be in deciding to make Edgewood your future home.

ERCI (Edgewood Retirement Community, Inc., aka "Edgewood") brings to residents who are age 62 and over a way of senior living known as "continuing care" or "life care." This concept offers seniors a lifestyle which is designed to meet their unique needs while allowing them the freedom to pursue their personal interests. LifeCare communities such as Edgewood encompass these important components: a private residence, a wide array of personal services, and the security of access to an on-site professional health center, known as The Meadows, and an assisted living and memory care facility, known as The Woodlands Inn, all combined within a sound financial plan. Edgewood is a not-for-profit corporation that is committed to developing and managing a quality senior living community which is financially sound and genuinely responsive to resident needs.

One of the purposes of this Disclosure Statement is to explain to prospective residents, their families, and their advisors, who and what is involved in the operation of Edgewood. This statement was prepared with the information available at the time of its publication and includes assumptions which were believed to be true as of the revised date. Such information and assumptions are, of course, subject to change particularly in the area of economics. Edgewood can be significantly affected by changes in inflation and interest rates, even though our projections are conservative and attempt to protect us from those influences. Due to these and other influences, future changes may be necessary, and ERCI reserves the right to make those changes as it deems appropriate.

Since nontechnical language has been used in this Disclosure Statement and it includes only summaries of the provisions of the involved documents, there may be differences between the text of this Disclosure Statement and the language of the Residency Agreements or other documents. Copies of the actual documents should be inspected to fully understand all of their terms and provisions, and those specific terms take precedence over the summaries in this Disclosure Statement. Capitalized terms used in this Disclosure Statement have the same meaning as given to them in the Residency Agreements.

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

I. THE PEOPLE

EDGEWOOD RETIREMENT COMMUNITY, INC.

Edgewood Retirement Community, Inc. ("ERCI" or the "Provider"), is a Massachusetts not-for-profit corporation organized for the purpose of owning and operating a LifeCare senior living community in North Andover, Massachusetts (the "Community"). Its principal business address is 575 Osgood Street, North Andover, Massachusetts 01845. ERCI was incorporated on March 13, 1993, and has received recognition as an organization exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. No part of ERCI's earnings will be used for the benefit of, or be distributed to, its trustees or other private individuals.

In 2017, to enable it to address changes in the needs of seniors and in the marketplace in which it operates, ERCI formed a supporting organization named Edgewood Senior Solutions Group, Inc., a Massachusetts not-for-profit corporation ("ESSG"). The corporate purpose of ESSG is to exclusively support the non-profit mission of ERCI, The Baldwin Senior Living located in Londonderry, New Hampshire ("The Baldwin"), and future subsidiaries by establishing and managing a system of collaborative and integrated non-profit senior living organizations. As the sole corporate member of ERCI and The Baldwin, ESSG must approve certain significant decisions of the ERCI board of trustees to maintain consistency and best practices throughout the Edgewood system. ERCI controls ESSG, however, by maintaining the power to elect a majority of the ESSG board of trustees. None of ERCI, ESSG or The Baldwin has any legal obligation for the liabilities of the other organizations. ERCI is not affiliated with any other religious, charitable, or other nonprofit organization.

The Board of Trustees of ERCI currently consists of 14 members. Neither ERCI nor any persons involved in the management of Edgewood have any proprietary interest in Edgewood. The trustees and officers of ERCI are listed here:

Chair, Thomas E. Smith
Mr. Smith has a strong background in business, military, government, and academia. Mr. Smith was a Battalion Commander with the Patriot Air Defense Artillery units during the Gulf War and is a retired US Army Colonel. He spent several years working at the Pentagon under the Office of the Chief of Staff and the Office of the Secretary of Defense. In addition, Mr. Smith worked as a Senior Manager at Computer Sciences Corporation and a Senior Manager at Raytheon Company. Mr. Smith is currently employed as a Principal Consultant for Eagle Eye Global.

Vice Chair, Daniel Cote
Mr. Cote holds a Master of Engineering Science degree from Rensselaer Polytechnic Institute and a Bachelor of Science degree from Trinity College. With over 20 years experience in global healthcare markets, Mr. Cote has cultivated extensive expertise in marketing, strategy, supply chain, and services. He has over a decade of direct management experience and end-to-end marketing leadership.

Treasurer, Marlene Hoyt
Ms. Hoyt attended Northeastern University in Boston and has an M.B.A. in Financial Studies from the School of Management and Commercial Lending School at Babson College. She is the Senior Vice President and Construction Lending Manager at Enterprise Bank and Loan Work-out CRE/Construction Lender at Andover Bank/TD Bank from 1994-2001. She has also worked at The Savings Bank, Winchester Savings Bank and Stoneham Savings Bank and has experience as a Lending Consultant for residential lending as well as loan work out and real estate

appraisal work. She serves on several boards and professional organizations including serving as President for MVCC/Greater Lawrence Revolving Loan Fund.

Secretary, Robin Gorski-Routhier
Ms. Gorski-Routhier is a highly experienced tax professional with experience in providing tax planning, consulting and compliance services. She studied at Merrimack College where she obtained her BSA with a major in accounting and obtained her Master of Science in Taxation (MST) at Bentley University. She is a member of the MA Society of CPA's serving in the Taxation Committee and Women's Golf Outing Committee.

Judith King
Ms. King holds a Bachelor of Arts in Sociology from the University of Charleston, West Virginia. She began her career in telecommunications and advanced to the role of Senior Sales Engineer, later concluding her professional journey as a Business Development manager. Her work took her across 43 states and 6 countries, earning her multiple awards and professional publications. Today, she serves on the Edgewood Resident and Trustee Finance Committee, where she enjoys engaging with residents and staff-an experience that continues to enrich her quality of life.

Toby Hodes
Ms. Hodes brings a diverse professional background and strong commitment to lifelong learning and community engagement. She earned a Bachelor of Science in Textile Chemistry from Lowell Technological Institute and later completed a graduate certificate in management at Radcliffe College. Her career included roles as Associated Editor of Good Housekeeping magazine, Laboratory Director at Arthur D. Little, Buyer and Contract Administrator for General Electric Aircraft Engines, and Lead Counselor for the Corporation of Business, Work and Learning. Ms. Hodes has been actively involved in volunteer service with Temple Emanuel of Andover and Bread & Roses. A resident of Edgewood, she has demonstrated exceptional leadership within the community, serving as Chair of the Lifelong Learning Committee from 2018-2024, Vice President of the Resident Council from 2023-2025, and currently as President of the Resident Council. She has a longstanding passion for reading, education, and fostering intellectual engagement.

Michael D. Consoli
Mr. Consoli grew up in Groveland, MA and graduated from Pentucket High School and Merrimack College. After many years in the high-tech sales world, he started selling real estate. In 2012 he opened his own brokerage in North Andover. Mr. Consoli has been married for over 20 years and has two children. They reside in North Andover.

Ken Feyl
Mr. Feyl is the owner of LaGrasse Yanowitz & Feyl Architects in Andover, MA. With over 35 years of wide-ranging experience in various building and construction types, Mr. Feyl is renowned for his uniquely skilled leadership and exceptional track record of outstanding results in diverse settings. He graduated cum laude from Clemson University with a Master of Architecture and a Bachelor of Science in Design. Mr. Feyl is an active member of the Andover Rotary International and has previously served as President and Vice President of the Parent Association Community Effort at the Andover School of Montessori, where he also served on the board.

Mary Shannon

Ms. Shannon, a resident of Topsfield, MA, is the Chief Operations Officer and Chief Compliance Officer at Tiger Iron Capital in Andover, MA. She holds a Master of Business Administration from Boston College and a Bachelor of Arts from the College of the Holy Cross. She has previous experience as a consultant for Porter Meadows Advisors as well as a finance principal for Masthead Venture Partners. Ms. Shannon began her career as a financial analyst and has over 30 years of experience in the field.

Mark Johnson

Mr. Johnson is the owner of Johnson & Borenstein, LLC, Attorneys at Law in Andover, MA. He graduated from Boston University School of Law and holds a Bachelor of Arts from American University in Washington, D.C. Mr. Johnson specializes in real estate development, land use planning, and permitting. He is professionally affiliated with the Massachusetts Bar Association, the New Hampshire Bar Association, and the Real Estate Association. A recipient of the Rotary Club of Andover's Citizens Who Care Award in 2003, Mr. Johnson is currently a trustee at Lawrence General Hospital. He is also a member of the Town of Andover Permanent Town Building Advisory Committee and the West Elementary School Building Committee in Andover.

Sayeeda Rahman, MD

Dr. Rahman is board certified in Internal Medicine. Her medical degree is from the University of Dhaka in Bangladesh. She completed her Medical Internships in Bangladesh as well as at The New York Hospital-Cornell Medical Center, NY, NY. After completing her residency, she joined the faculty practice of New York Downtown Hospital where she worked as a clinical instructor at Cornell University as well as with the Downtown Medical Associates private practice, before moving to the Boston area. She then practiced with Community Medical Professionals in North Andover as well as in her own private practice before joining Pentucket Medical Associates. Her current primary care practice is with Partners Physician Community Organization in Andover, MA, a division of Mass General Hospital. He has been Medical Director at Evercare Collaborative Solutions, Sutton Hill, Academy Manor and Edgewood Retirement Community. She has often been an advisor and keynote speaker for the Boards of Pfizer, Daiichi Sankyo and other major pharmaceutical companies over a period of 12 years. She is a member of the American Medical Association, the American College of Physicians and Mass Medical Society.

Mike Hawkins

Mr. Hawkins received a bachelor's degree from University of Massachusetts. He has extensive experience managing financial operations and providing management information to key decision makers. He retired as the Chief Financial Officer of Resonetics, Inc.

Richard E. Sumberg

Mr. Sumberg has been providing financial advice since 1985. He founded The Financial Advisors in 1991 to deliver professional financial services to a diverse clientele. He is a graduate ofBoston College with a degree in business administration and earned a master's degree in business administration from Suffolk University. In addition to many professional and community charitable activities, Mr. Sumberg serves as president of the Board of Merrimack Valley Habitat for Humanity.

Sarah McEvoy

Ms. McEvoy has over 40 years of experience in healthcare working as an administrator for Brittany Healthcare Center and Villa Crest Nursing and Retirement Center. She earned the highest customer satisfaction rating as the National Healthcare Corporation Administrator of the Year and served as the President on the Board of Directors for the Manchester Boys and Girls Club. Most recently, she completed a Clinical Pastoral Education at the Chaplaincy Institute and worked as a Co-Convener for the Elder Care Research Network at Transforming Chaplaincy in Rush University Medical Center.

RESIDENTS' ASSOCIATION AND RESIDENT COUNCIL

The residents of Edgewood have established a Residents' Association. The Residents' Association ("Association") has established a Resident Council ("Council"). The members of the Council are elected by the Association. The Council meets monthly. All residents are invited to attend regularly scheduled Association and Council meetings.

The purpose of the Association and Council is to represent the residents in relations with the Administration of Edgewood, to develop good fellowship among the residents, to promote and provide for the general welfare of the residents, and to assist the Edgewood Board of Trustees as appropriate.

ADMINISTRATION

Edgewood is managed by a team of qualified executive employees with significant experience in senior housing. The responsibilities of Edgewood's executives include preparing and adhering to annual budgets, maintaining a system of financial controls, implementing and overseeing clinical and safety protocols, compliance with applicable laws and regulations, hiring, training and supervising staff, and ensuring the highest possible level of services to Edgewood residents within the organization's financial means. Edgewood's executives consult with professional advisors, such as accountants, lawyers, and health care providers, as necessary and appropriate. The Chief Executive Officer of Edgewood reports to its Board of Trustees.

President and Chief Executive Officer. Marlene Rotering served initially as Executive Director of Edgewood in August 1996 and in 2012 was hired as Edgewood's President and Chief Executive Officer. Formerly, Ms. Rotering was employed by Life Care Services for almost 21 years. Her career in senior housing management started in 1991, when she joined Life Care Services as an administrator-in-training. Ms. Rotering earned a Bachelor of Science Degree from the School of Business at Quinnipiac University. She is a member of the LeadingAge of Massachusetts, a national group of leaders in senior housing. She previously served on the Sisters of Mercy Board of Directors and participated as a member of the Boston Executive Board.

Chief Financial Officer. Jane Sullivan, Chief Financial Officer, joined Edgewood in August 2006. Ms. Sullivan's entire career has been spent primarily in Health Care. Prior to joining Edgewood, she was the Vice President of Operations for the New England Division of Home Health Corporation of America, Inc., a national home health, durable medical equipment company. Ms. Sullivan also held the position of Chief Financial Officer for Nursing Services, Inc., of Salem, New Hampshire. Prior to these roles, she was Director of Accounting for South Shore Hospital, South Weymouth, Massachusetts.

Executive Director. David Botte is the Executive Director at Edgewood Retirement Community, Inc. he holds a Nursing Home Administrator License in the Commonwealth of Massachusetts and in the State of New Hampshire. David has over 15 years of Nursing Home and Senior Living experience and has earned a B.S. Degree from the Isenberg School of Management at The University of Massachusetts Amherst with a focus in Hospitality Management. Mr. Botte served as Edgewood's Administrator prior to becoming the Executive Director in 2023.

II. THE COMMUNITY

THE LOCATION

Edgewood is located on 100 acres bordering Lake Cochichewick, just north of the intersection of Osgood and Stevens Streets in North Andover, Massachusetts. The site is on Edgewood Farm and is largely preserved as open space.

EDGEWOOD

Edgewood opened in March 1997 and consists of 216 residential apartment residences and 24 cottages. The cottages range from 1671 to 2470 square feet of living space. Each cottage has distinct features. The various apartment styles include: one-bedroom, one-bedroom classic, one-bedroom deluxe, one-bedroom with den, two-bedroom, two-bedroom custom, two-bedroom classic, two-bedroom deluxe, two-bedroom with den, two-bedroom deluxe with den, two-bedroom select, two-bedroom premier, two-bedroom premier deluxe, two-bedroom master with den, two-bedroom grand, and two-bedroom loft units. All residential buildings are connected by common corridors and elevators. The apartment residents have indoor access throughout Edgewood. All residences are equipped with safety features such as emergency nurse call signals in the bedrooms and baths, full sprinkler systems, smoke alarms and carbon dioxide alarms.

Edgewood includes several common spaces available to all residents. They include a formal dining room, a bistro, a private dining room, an indoor lounge, a living room, a card room, a veranda, guest suites, a library, a billiards room, an arts and crafts studio, an art gallery, a beauty/barber shop, a, , a convenience store, a woodworking shop, an auditorium, a clinic, a computer room, resident meeting rooms, an indoor, heated swimming pool, and a fitness center.

The Meadows is a 40-bed health center that consists of private and semi-private rooms, a physical therapy room, an arts and crafts therapy area, a dining room, and a lounge. The Meadows provides care for short-term restorative or therapeutic care as well as long-term care.

The Woodlands Inn is a state-of-the-art memory support and assisted living facility that opened in summer 2018. It provides a warm, homelike setting that empowers members to maintain their highest level of independence. Each specialized residence is based on the innovative Small House model. Along with a highly trained 24/7 care team, The Woodlands Inn offers a secure and interpersonal atmosphere that contributes to greater wellness and quality of life.

In addition to the primary intent of Edgewood, which is to assure the residents of life care throughout their senior years, Edgewood's mission is to create and nurture an environment where the residents are architects of their own well-being. The design of the hub of the facility, The Club House, provides large areas for shopping, recreation, dining, and social meeting rooms without detracting from the homelike environment of the individual units.

PERSONNEL

In addition to its' administration, Edgewood employs medical personnel including registered nurses, licensed practical nurses, and nursing paraprofessionals. A medical director and a dietitian are hired on a consulting basis and Edgewood has contracted the services of physical, occupational and speech therapists. Other employees include a culinary director, facilities director, marketing director, receptionists, community engagement director, wellness specialist, a certified activities director for The Meadows, maintenance staff, groundskeepers, security personnel, housekeeping personnel, kitchen staff, dining room personnel, accounting director and staff, administrative support, human resource staff, and transportation personnel.

SERVICES AND AMENITIES

A description of the services and amenities to be provided by Edgewood is attached as Exhibit A. In accordance with the terms of the Residency Agreement and in addition to providing a residence for lifetime use by the resident, Edgewood provides the following services and amenities: (1) maintenance and cleaning of the residence and commons spaces; (2) food service according to the terms of the Residency Agreement; (3) the services of a community engagement director; (4) security, (5) scheduled local transportation services; (6) certain services in The Woodlands Inn and in The Meadows; (7) a Resident Services program; (8) Care Management services; and (9) various administrative services. Some of these services and amenities are provided for an extra charge and are not included in the Monthly Fee as described in the Residency Agreement.

The Woodlands Inn is available to residents who require assisted living and memory support (*see* The Woodlands Inn section below for more detail). After consultation with his or her attending physician and our Medical Director, a resident may be admitted to The Woodlands Inn from their Edgewood residence or directly from a hospital or residence outside of Edgewood. Residents of The Woodlands Inn must sign a separate Residency Agreement: The Woodlands Inn at Edgewood Assisted Living (the "Assisted Living Residency Agreement") which will supplement their Residency Agreement if they already are a resident of Edgewood.

Semiprivate accommodations and services in The Meadows (*see* The Meadows section below for more details) will be available to all residents of Edgewood. With direction from his or her attending physician and our Medical Director, a resident may be admitted directly to The Meadows from a residence or from the hospital. Residents who can do so are encouraged to return to their residences as soon as possible. Residents who are unable to return to their residence, however, have the benefit of permanent care in The Meadows.

Residents who do not require care in The Woodlands Inn or The Meadows, but who need additional personal services to continue occupancy in their residence, are eligible, at an extra charge, to receive services from the Resident Services program. This program is not provided by The Meadows nursing staff, but by other Edgewood staff members. Services such as bathing, dressing, shopping, escort, nursing services, care management and assistance with scheduling and travel to physician appointments are all made available to the residents under the Resident Services program.

THE WOODLANDS INN

The Woodlands Inn opened in June 2018 as a welcoming, innovative small house model providing assisted living and memory support services. Each of the four specialized households is based on the small house model to provide a safe, secure, and interpersonal homelike atmosphere. These thoughtfully designed homes are a welcome alternative to traditional, and often clinical, care centers. The small-scale homes intentionally eliminate long hallways, making it easier for residents to move independently and bright lighting supports the needs of those with memory loss. Amenities at each household include an open kitchen and dining area, family room area, laundry room, spa, private courtyard and garden area, on-site beauty salon and barbershop, on-site rehabilitation gym, access to Edgewood's Clubhouse amenities and Rokous Health Clinic, and priority admission to The Meadows, a certified Hearthstone Center of Excellence.

A resident of Edgewood who permanently relocates to The Woodlands Inn does not automatically release his or her residence. Each resident is free to make the determination as to when to release his or her residence under such circumstances. This gives residents the opportunity to maintain their private residences even after relocating to The Woodlands Inn. Upon release of the residence and depending upon the type of Residency Agreement signed by the resident, each resident pays a base monthly fee for care in The Woodlands Inn equal either to (i) the Monthly Fee currently paid by the resident for independent living plus an additional One Thousand Dollars ($1,000) ("Type A"), or (ii) the then Private Pay Rate charged by The Woodlands Inn ("Type C"). Higher levels of assisted living care may require additional fees. The assisted living and memory care services, and all fees (including those in addition to the Monthly Fee or the Private Pay Rate), are described in the Assisted Living Residency Agreement.

THE MEADOWS

Edgewood has an on-site health center known as The Meadows. It is licensed to provide skilled medical care and nursing services under the licensure requirements of the Commonwealth of Massachusetts. The Meadows is also Medicare certified.

The Meadows is staffed to provide short-term rehabilitation and long-term care to its guests. The first preference for admission is given to Edgewood Residents. Residents may be admitted directly to The Meadows from their residence with a physician's order and need not come from a hospital.

A physician is retained on a consulting basis to be the Medical Director. The Medical Director is responsible for medical supervision of The Meadows operations, quality of care and resident care planning.

If the medical team determines that a resident requires temporary skilled nursing care, such care will be provided at The Meadows. Depending on the type of Residency Agreement signed by the resident and Edgewood (described in Section III: THE PROPOSAL below), the resident will pay for nursing services either (i) the same rate paid by the resident to live in his or her independent living residence or (ii) the Private Pay Rate. The Meadows staff, along with the resident's primary physician, will determine the appropriate level of nursing care required upon admission to The Meadows. As part of the determination, the resident's long-term ability to return to his or her residence will be evaluated. The nursing staff will provide an appropriate plan of care, the ultimate goal of which shall be, if at all possible, to return the resident to his or her residence as soon as possible.

A resident of Edgewood who is permanently assigned to The Meadows does not automatically release his or her residence. Each resident is free to make the determination as to when to release his or her residence under such circumstances. This gives residents the opportunity to maintain their private residences even after relocating to The Meadows. Upon release of the residence and depending upon the type of Residency Agreement signed by the resident, each resident pays fees for care in The Meadows either equal to (i) the Monthly Fee currently paid by the resident for independent living ("Type A"), or (ii) the then Private Pay Rate ("Type C").

Residents of Edgewood who sign a Type A Residency Agreement (described in Section III below) are provided with 90 days of cumulative care in The Meadows at no extra charge other than for extra meals and other services not covered by the Monthly Fee. After the resident has used 90 days of cumulative care, then the resident's Monthly Fee depends upon one of four different conditions outlined in detail in Section 6 of the Residency Agreement.

Regardless of whether a resident is temporarily or permanently assigned to The Meadows, the resident will be charged for extra meals not covered by the monthly fee, medical treatment, medicine, drugs, prescribed therapy and other medical and miscellaneous supplies, equipment and services associated with the medical treatment.

Accommodations in The Meadows are provided in a semiprivate room. If a resident desires an available private room, the resident may obtain a private room if available and will be required to pay the then current difference between private and semi-private room rates.

If emergency medical care is required, the resident's attending physician and the resident's family or personal representative will be notified. The resident is responsible for the charge for the services of his/her personal physician and for the charges for medication, therapy, or various supplemental services.

Edgewood provides a certified recreation therapist for The Meadows who is responsible for coordinating and directing the arts, crafts, social, and recreational activities. The focus of the activities is appropriate to the individual patient care plan.

Likewise, residents will be allowed to visit their Edgewood residence with an escort as a part of the rehabilitation process and as specified in the resident's nursing care plan. If a volunteer escort is not available, the resident may hire one through Edgewood's Resident Services Department.

In the unlikely event The Meadows is fully occupied, the resident will be provided nursing care in a nursing care facility of comparable quality. To the extent Edgewood would be liable for the resident's care and accommodations in The Meadows under the Residency Agreement, Edgewood will be responsible for the charges associated with the alternate nursing care accommodations (excluding a Medicare stay) so long as the resident continues to pay the monthly fee until the resident returns to Edgewood.

The Residency Agreement (see Exhibits B and C) sets forth in greater detail the extent of health care provided and the terms for providing this care.

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III. THE PROPOSAL

THE LIFE CARE CONCEPT

The LifeCare concept ensures an individual lifetime use of a residence, support services and long-term nursing care in an on-site health center if he or she is no longer capable of occupying his or her residence. This concept has grown as the result of the increasing number of seniors and the concern for providing alternatives to traditional senior living. At Edgewood, a resident pays an Entrance Payment consisting of a Down Payment and a Refundable Amount and a one-time Capital Reserve Fee in accordance with the terms of the Residency Agreement executed by each resident. The resident begins paying a Monthly Fee on the earlier of (a) the date he or she moves into Edgewood, or (b) within 60 days of a fully-signed residency agreement for the resident's apartment or home, unless ERCI extends the time period in its discretion for up to an additional 30 days either to (i) prepare the residence for occupancy, or (ii) accommodate a request by the resident for more time to prepare for occupancy at Edgewood. A resident who resides in a residence may relocate to The Woodlands Inn or The Meadows on a temporary or permanent basis.

THE RETURN-OF-CAPITAL™ PLAN

The LifeCare concept has evolved over the years in many ways. Probably the most dramatic change is the handling of the historical, one-time entrance fee, or "Entrance Payment." Originally the Entrance Payment became the property of the provider on the day the resident assumed occupancy. This appeared to some to be inequitable for an individual who was a resident for only a short time, despite the balancing effect for the very long-term resident. As a consequence, providers began offering partial repayments to estates of residents, based on a resident's term of residency. In other words, the provider "earned" the Entrance Payment over a period of time until the repayment became zero.

Edgewood's Return-of-Capital™ residency agreement (the "Residency Agreement") provides residents with an opportunity to receive a partial repayment of the Entrance Payment. After occupancy, if the resident elects to leave, or in the event of the resident's death, the resident or resident's estate may be entitled to repayment of a portion of the Entrance Payment. The partial repayment is subject to the deductions specified in the Residency Agreement and will be paid after the resident's residence is reoccupied and payments are made by the new resident under a new Residency Agreement.

TYPE A v. TYPE C RESIDENCY AGREEMENT

The standard Residency Agreement offered by Edgewood to most prospective residents is known as a “Type A” contract. As described above, under the Type A Residency Agreement residents are entitled to certain assisted living and nursing care services without an increase in the Monthly Fee (except for periodic increases and a $1,000 per month increase for transfers from independent living to assisted living), although certain extra charges may apply. Under a Type C Residency Agreement, however, a resident requiring assisted living services at The Woodlands Inn or nursing care at The Meadows will be required to pay the then-current Private Pay Rate for such facilities. A resident under a Type C Residency Agreement also will pay the Monthly Fee until the independent living residence is released.

Edgewood is offering the Type C Residency Agreement under very limited circumstances. To aid its compliance with state and federal housing and disability laws, Edgewood will offer the Type C Residency Agreement only to prospective residents who do not meet Edgewood’s health

qualifications, but for whom the Type C Residency Agreement will be a reasonable accommodation by Edgewood under its policies and applicable law. Edgewood will not offer the Type C Residency Agreement to any other prospective residents.

A copy of the Return-of-Capital™ Residency Agreement – Type A is attached to this Disclosure Statement as Exhibit B. A copy of the Return-of-Capital™ Residency Agreement – Type C is attached to this Disclosure Statement as Exhibit C. A copy of the Return-of-Capital™ Residency Agreement – Hybrid Types A/C is attached to this Disclosure Statement as Exhibit D. The last form is used when one occupant of a Residence qualifies for a Type A Residency Agreement terms but the other occupant of a Residence does not and is offered the Type C Residency Agreement terms.

In anticipation of meeting the needs of residents over time, ERCI recognizes the need to be able to update the Residency Agreement. Thus, ERCI reserves the right to offer to prospective residents revised forms of the Residency Agreement from time to time.

SUMMARY OF RESIDENCY AGREEMENT TERMS

Upon deciding to become a resident of Edgewood after ERCI offers an available apartment or cottage, a future resident will pay the Down Payment and sign the then-current form of Type A Residency Agreement to reserve the residence selected. Until ERCI accepts the prospective resident for residency at Edgewood and signs the Residency Agreement, the Down Payment will be held by ERCI under the Wait List Agreement. The prospective resident also must submit financial information and have a health assessment so that ERCI can determine if the resident meets the qualifications for residency at Edgewood. Upon acceptance of the prospective resident for residency at Edgewood without the need for a reasonable health accommodation, ERCI will sign the Type A Residency Agreement and the Wait List Agreement will terminate. If ECRI instead determines that the applicant does not meet Edgewood's health qualifications but qualifies for a reasonable accommodation, then the prospective resident and ERCI will sign a Type C Residency Agreement in replacement of the Type A Residency Agreement. If there are two prospective residents of a Residence and one prospective resident qualifies for a reasonable accommodation, then they will sign a Hybrid Types A/C Residency Agreement.

At the time of signing a Residency Agreement, the resident's health must permit occupancy of a residence, unless ERCI determines in its discretion that a reasonable accommodation can be made. After making the Entrance Payment, the resident must have sufficient financial resources to permit payment of the Monthly Fee, plus other personal expenses which may be reasonably expected, and to meet anticipated increases in the cost of living and increases in the Monthly Fee. ERCI may not cancel the Residency Agreement after it has accepted a resident and executed the Residency Agreement, except for just cause as set forth in the Residency Agreement.

A summary of the Residency Agreement and terms of residency is set forth below. The summary explanation of the Residency Agreement contained in this Disclosure Statement is qualified by reference to the Residency Agreement (*see* Exhibits B, C and D) which will prevail in the event of any conflict between their specific terms and the summary below.

1. **Payment of Down Payment.** A resident is required to pay a Down Payment to ERCI at the time the resident signs a Residency Agreement (if there are two residents, a second person

Down Payment is paid at the time the Balance Payment is paid) as outlined in Section 1.1.1 of the Residency Agreement.

2. **Repayment of Down Payment Prior to Occupancy.** Prior to occupancy, the Down Payment is fully repayable with interest if ERCI does not accept a resident's application for residency, and it is fully repayable without interest if: (i) a prospective resident changes his or her mind within 15 days of the prospective resident and ERCI signing a Residency Agreement; or (ii) due to death, injury, illness or incapacity the prospective resident cancels the Residency Agreement. In all other cases, if the resident changes his or her mind prior to occupancy, ERCI will retain from the Down Payment 1% of the full Entrance Fee and the balance will be repaid to the resident, without interest within 60 days from the date ERCI receives such notice of cancellation. After occupancy, the Entrance Fee may be fully repayable, partially repayable, or non-repayable, as outlined in the Residency Agreement.

3. **Payment of Refundable Amount.** A prospective resident of Edgewood is required to pay the Refundable Amount (equal to 85% of the Entrance Fee) to ERCI on the earlier of (a) 60 days after the date the resident and ECRI sign the Residency Agreement, unless ERCI extends the time period in its discretion for up to an additional 30 days either to (i) prepare the residence for occupancy, or (ii) accommodate a request by the resident for more time to prepare for occupancy at Edgewood; or (b) the date the resident is prepared to occupy the residence.

4. **Repayment of the Refundable Amount.** The Refundable Amount is repayable by Edgewood as set forth in Section 2 of the Residency Agreement.

5. **Payment of a One-Time Capital Reserve Fee.** A resident is required to pay a one-time Capital Reserve Fee to ERCI at the same time the resident pays the Refundable Amount. The Capital Reserve Fee is equal to the then-current Monthly Fee to be used only for purposes related to Edgewood.

6. **Repayment of the Capital Reserve Fee.** The Capital Reserve Fee is non-refundable.

7. **Payment of the Monthly Fee.** A resident is required to pay a Monthly Fee to ERCI during each month of his or her residency at Edgewood. Residents signing a Type C Residency Agreement also will be required to pay the Private Pay Rate if relocating to The Woodlands Inn or The Meadows. For a more complete description of the Monthly Service Fee, see "Monthly Service Fee" on page 23 of this Disclosure Statement. The Monthly Fee is intended to be used by ERCI only for purposes related to Edgewood.

8. **Charges for Assisted Living and Memory Care Services in The Woodlands Inn – Type A Residency Agreement ONLY.** Assisted living and memory care services in The Woodlands Inn will be available to residents signing a Type A Residency Agreement at their then-current Monthly Fee plus an additional $1,000 per month. Additional charges may apply for depending upon the level of care and additional services. Upon relocation to The Woodlands Inn, a resident will sign a separate Residency Agreement: The Woodlands Inn at Edgewood Assisted Living which will supplement the Residency Agreement and detail the services and fees at The Woodlands Inn.

9. **Charges for Assisted Living and Memory Care Services in The Woodlands Inn – Type C Residency Agreement ONLY.** Assisted living and memory care services in The Woodlands Inn will be available to residents signing a Type C Residency Agreement at the then-current Private Pay Rate. Additional charges may apply for depending upon the level of care and additional services. Upon relocation to The Woodlands Inn, a resident will sign a separate Residency Agreement: The Woodlands Inn at Edgewood Assisted Living which will supplement the Residency Agreement and detail the services and fees at The Woodlands Inn.

10. **Charges for Nursing Care Services in The Meadows - Type A Residency Agreement ONLY.** Semiprivate nursing care will be provided in The Meadows to residents signing a Type A Residency Agreement without extra charge for 90 cumulative days (if there are two residents, 90 cumulative days for each resident, but the allowance cannot be combined and used by only one resident) except the resident will be responsible for the charges for extra meals not covered by the Monthly Fee and ancillary items and services.

    After the resident receives 90 cumulative days of care in The Meadows, the charges for care in The Meadows will depend upon whether the resident releases his or her residence. A more detailed description of the care provided in The Meadows can be found in Section 6 of the Residency Agreement.

11. **Charges for Nursing Care Services in The Meadows – Type C Residency Agreement ONLY.** Semiprivate nursing care will be provided in The Meadows to residents signing a Type C Residency Agreement at the then-current Private Pay Rate. Once the Residence is released for occupancy by someone else, the resident no longer will pay the Monthly Fee.

12. **Miscellaneous Extra Services and Charges.** Certain items and services are available for an extra charge such as additional meals not covered by the Monthly Fee, use of the beauty/barber shop, services provided by Resident Services as outlined in Section 5 of the Residency Agreement, and services not included in the Monthly Fee.

13. **Cancellation.** Cancellation rights are described in the Residency Agreement. Prior to occupancy, a Residency Agreement may be rescinded by the resident upon written notice of cancellation to ERCI in the circumstances described in items (ii) and (iii) of paragraph 2 above. In such event, the full amount of the Down Payment paid by the resident will be repaid within 60 days, without interest, less any nonstandard charges incurred by ERCI at the resident's request and as described in any addendum to the Residency Agreement. In the event of cancellation after occupancy, ERCI may retain the lesser of (i) the Down Payment or (ii) an amount equal to 1% of the Entrance Payment for each full or partial month of residency, with partial months to be prorated.

MANAGED CARE

If the resident has chosen to participate in a managed care program as an alternative to Medicare Part A, Medicare Part B and supplemental insurance coverage, the terms governing care in The Meadows are as follows:

1. If The Meadows is a participating provider in the resident's managed care program and the resident's stay is a Medicare-qualified stay, The Meadows will accept, as full payment, reimbursement at the rate negotiated with the resident's managed care program. Such a managed care stay in The Meadows will not reduce the 90 cumulative days of care that the resident is eligible to receive without extra charge pursuant to Section 6.1 of the Residency Agreement.

2. If The Meadows is not a participating provider in the resident's managed care program and the resident chooses to receive health care services at a managed care participating provider after a Medicare-qualified hospital stay, then the resident understands and agrees that he or she must relocate to a participating managed care provider for as long as necessary for those services to be provided, and must be responsible for all charges for those health care services. In addition, while receiving health care services at the managed care participating provider, the resident will continue to pay the Monthly Fee unless the Residency Agreement is cancelled. Such a Medicare-qualified stay at a managed care participating provider other than The Meadows will not reduce the 90 cumulative days of care that a resident is eligible to receive without extra charge pursuant to Section 6.1 of the Type A Residency Agreement.

3. If The Meadows is not a participating provider in the resident's managed care program and the resident would still like to receive health care services in The Meadows during a Medicare qualified stay, ERCI will attempt to negotiate an acceptable reimbursement rate with the resident's managed care program. If The Meadows is able to negotiate an acceptable rate, The Meadows agrees to accept as full payment the rate provided by the resident's managed care program. Such a managed care stay in The Meadows will not reduce the 90 cumulative days of care that the resident is eligible to receive in The Meadows without extra charge pursuant to Section 6.1 of the Type A Residency Agreement.

4. If The Meadows is not a participating provider in the resident's managed care program and a negotiated rate is not agreed upon and the resident would still like to receive health care in The Meadows during a Medicare-qualified stay, then each day of the resident's stay in The Meadows will reduce by one day the number of cumulative days of care that the resident is eligible to receive without extra charge pursuant to Section 6.1 of the Type A Residency Agreement. If the resident has signed a Type C Residency Agreement, then the resident will pay the Private Pay Rate for services at The Meadows. During any Medicare-qualified stay in The Meadows, the resident under either a Type A or Type C Residency Agreement will continue to pay the Monthly Fee and will also pay for the extra charges for extra meals not covered by the Monthly Fee, and the extra charges for medicine, drugs, prescribed therapy, medical treatment by physicians, nursing supplies and other medical and miscellaneous supplies and services associated with medical treatment. If at any time during any Medicare-qualified stay in The Meadows the resident is no longer eligible to receive any of the cumulative days of care provided for in Section 6.1 of the Type A Residency Agreement, the resident will pay the Private Pay Rate for the resident's care in The Meadows, and charges for medicine, drugs, medical treatment by physicians, nursing supplies and any other medical and miscellaneous supplies and services associated with medical treatment, in addition to continuing to pay the Monthly Fee.

5. At the conclusion of each Medicare-qualified stay, the resident will be entitled to care in The Meadows in accordance with the terms of the Residency Agreement other than as set forth above.

MONTHLY FEE

In addition to payment of the one-time Capital Reserve Fee and the Refundable Amount upon Occupancy, the resident will begin to pay the Monthly Service Fee (the "Monthly Fee") as described in the Residency Agreement.

The amount of the Monthly Fee in effect at the time the Residency Agreement is executed will be clearly stated in the Residency Agreement. The total Monthly Fee is higher when a second person shares a residence. The amount of the Monthly Fee payable by all residents may be adjusted upon 30 days' written notice if Edgewood deems it necessary to meet the financial needs of operating Edgewood and/or providing services to residents. The Monthly Fee will not be adjusted more than once each year.

ESTATE PLANNING

The Residency Agreement provides for payment of the Entrance Payment in two parts: the Down Payment and the Balance Payment. Pursuant to the Residency Agreement, a portion of the Entrance Payment may be repayable to a resident's estate upon the death of the resident (or the death of the surviving resident). If a resident is entitled to a repayment, such repayment will be paid, without interest, within 30 days of re- occupancy of the residence by a new resident and upon ERCI's receipt of the Entrance Payment from the new resident.

In the absence of any agreement between the residents of a double-occupied residence which has been provided to ERCI, the repayment will be repayable to the estate of the surviving resident. Residents of a double-occupied residence who wish to make other provisions as to whom the repayment would be repayable should consult with their attorney for an appropriate agreement. It is the responsibility of the resident to make ERCI aware of the existence of any such agreement and to provide a copy of the agreement to ERCI. No other rights under the Residency Agreement are assignable. A form for Assignment of Rights to Repayments is available for review by the resident or by the resident's financial or legal advisor upon request.

IV. FINANCIAL MATTERS

FINANCIAL STATEMENTS

Edgewood's fiscal year ends on December 31. Copies of the two (2) most current certified financial statements (for 2024 and 2025) are attached as Exhibit E to this Disclosure Statement. It is important for future residents, their families, and their advisors to understand the financial basis on which Edgewood is developed and operates.

FINANCING

Financing for Edgewood Retirement Community, Inc. ("Edgewood") has been provided through various series of new money and refunding bonds issued by the Massachusetts Development Finance Agency (the "Issuer") in 1995, 2000, 2008, 2013 and 2017. Edgewood currently has one series of bonds outstanding:

$58,700,000 Massachusetts Development Finance Agency Revenue Bond, Edgewood Retirement Community, Inc. Issue, Series 2017 (the "Series 2017 Bonds"):

The Series 2017 Bonds are owned by TD Bank (the "Bank") and mature on April 15, 2047, and have an interest rate of 2.53% through April 15, 2027. The Series 2017 Bonds are subject to mandatory tender by the Bank on April 15, 2027, at which time Edgewood will either need to extend the commitment with TD Bank, convert the Series 2017 Bonds to another interest rate or mode, refund the Series 2017 Bonds, or repay the Series 2017 Bonds in full.

The Series 2017 Bonds were issued pursuant to a Loan and Security Agreement (collectively, the "Agreement") dated as of March 1, 2017, among the Issuer, Edgewood (as the borrower), and the Bank. Pursuant to the Agreement, the Issuer has loaned to Edgewood the proceeds of the Series 2017 Bonds, the repayment of which is a general obligation of Edgewood to which its full faith and credit are pledged. As security for the Series 2017 Bonds, the Issuer has assigned to the Bond owners all of its rights, title and interest in and to, and remedies under, the Agreement, except for certain reserved rights. The Series 2017 Bonds are also secured by security interests in certain of Edgewood's personal property and a mortgage on its real estate.

Proceeds of the Series 2017 Bonds have been used to: (i) refund the $13,040,000 Massachusetts Development Finance Agency Revenue Bonds, Edgewood Retirement Community, Inc. Issue, Series 2013A and the $26,960,000 Massachusetts Development Finance Agency Revenue Bonds, Edgewood Retirement Community, Inc. Issue, Series 2013B formerly held by Bank of America; (ii) fund the memory care expansion project and miscellaneous capital expenditures in the amount of $18,286,839; (iii) pay capitalized interest during the construction phase of the financed expansion; (iv) pay a swap termination fee and make-whole fees to Bank of America; and (v) pay certain costs of issuance associated with the Series 2017 Bonds. The prior issues, which are no longer outstanding, have been used to (1) construct and expand Edgewood over the years, (2) refund prior issues, (3) pay costs of issuance, and (4) fund various reserves.

V. REGULATORY MATTERS

CONTINUING CARE STATUTES

Edgewood is subject to the provisions of Section 76 of Chapter 93 of the General Laws of the Commonwealth of Massachusetts regulating the sale of life leases and long- term leases in retirement homes (the "Statute"), which was enacted in 1982. Pursuant to the Statute, ERCI is required to deliver a Disclosure Statement to a prospective resident upon the earlier of a Residency Agreement being executed or the transfer of money or other property to ERCI. Copies of the Disclosure Statement and the Residency Agreements are required to be filed with the Executive Office of Aging and Independence (AGE).

LICENSURE OF THE MEADOWS

The Meadows is currently licensed by the Massachusetts Department of Public Health for 40 beds to provide skilled nursing care and is required to pass yearly inspections to maintain skilled nursing licensure. The Meadows is Medicare Certified.

LICENSURE OF THE WOODLANDS INN

The Woodlands Inn is currently licensed by the Massachusetts Executive Office of Aging and Independence (AGE) for 40 beds to provide assisted living care and is required to pass inspections every two (2) years to maintain assisted living licensure.

TAX DISCUSSION

The signing of the Residency Agreement and payment of the Entrance Payment and Monthly Fee gives rise to certain unique tax considerations. The discussion below outlines the process which will be utilized to determine the percentage of the Entrance Payment and Monthly Fee that the resident may choose to deduct as a medical expense. The discussion below is not tax advice. Each resident is advised to consult with his/her personal tax advisor regarding the tax consequences associated with becoming a resident of Edgewood. ERCI is not a tax advisor and disclaims any responsibility for any tax advice relating to individuals becoming a resident of Edgewood.

MEDICAL EXPENSE DEDUCTION

A resident of Edgewood may be allowed tax benefits associated with his or her residency at Edgewood. A percentage of the non-repayable portion of the Entrance Fee may qualify as a medical expense deduction in the year in which it is deemed finally paid. Also, a percentage of the Monthly Fee paid by a resident may qualify as a medical expense deduction each year. In February of each year, ERCI will issue a letter or statement to the residents stating the portion of the prior year's Monthly Fee that has been determined to be attributable to health-related expenses at Edgewood. ERCI makes no representation as to whether a resident may properly deduct these expenses for income tax purposes. All deductions are subject to limitations imposed by the Internal Revenue Code of 1986, as amended. It is highly advisable that the residents seek the advice of their tax counsel before taking this deduction.

VI. EXHIBITS

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EXHIBIT A:
DESCRIPTION OF SERVICES AND AMENITIES

The services and amenities provided by Edgewood to residents are listed in the Residency Agreement, which governs all such obligations. To more fully explain the nature of these services and amenities, the following detailed description has been prepared. Subject to the terms of the Residency Agreements, these services and amenities may be modified by Edgewood from time to time to best meet the needs of Edgewood residents. Residents will be advised of any changes in these services and amenities through Edgewood's Residents' Association.

Ancillary Health Care Services

Any health care services, whether or not ordered by a physician, which are not explicitly listed in the Residency Agreement as services and amenities provided to all residents which are included in the Monthly Fee, are regarded as ancillary health care services and if they are provided to a resident will be at an extra charge. A current schedule of charges for ancillary health care services will be available during normal business hours at Edgewood's administrative office.

Beauty and Barber Shop

A beauty and barber shop is located in the common area of Edgewood, as well as the Woodlands Inn. The services provided by professional beauticians and barbers are available at an extra charge.

Cable Television

Each residence has cable jacks in various locations and basic cable. Other cable plans or internet service is arranged by the resident and at the resident's expense.

Culinary Services

Culinary service is provided at two venues at Edgewood. The Bistro 575 offers a continental or full breakfast, lunch and dinner. The main dining room provides lunch and dinner. Menus include soup, salad, choice of entrée, beverage, and dessert. Lighter fare is also available for lunch and dinner.

Temporary tray service for residents is provided through the Resident Services department upon order of the resident's physician. There is no extra charge to the resident for temporary tray service when ordered through the Resident Services Nurse Manager for a period of up to 3 days. For tray service, after 3 days, there may be an extra charge. The services of the dietitian are provided to the residents on a consultant basis.

Residents must dress and conduct themselves in a socially acceptable manner in the dining room. Waited table service is provided in the Dining Room and Bistro during set hours.

Emergency Call System

All residences have an emergency call system in each bedroom and bathroom. The purpose of the system is to summon help in an emergency. The emergency call system is connected to an indicator panel in The Meadows which identifies the residence from which a signal is initiated.
Edgewood personnel who have had emergency training will respond to calls from the emergency call system and will summon any other appropriate emergency services that might be required.

Extra Charges

Other services and amenities may be provided to residents at an extra charge, which will be added to the monthly billing statement. Such services include, but are not limited to, guest accommodations, guest meals, beauty/barber shop services, additional resident meals not covered by the Monthly Fee, additional housekeeping, additional maintenance, extended Resident Services, and such other reasonable services and amenities as may be requested.

Financial Data

Each year, ERCI provides a Disclosure Statement and the most current available audited financial statements for Edgewood are available to the residents, through Edgewood's administration office. Residents are informed of the budgeting process annually (reports and other data required under various statutes will be provided as requested).

Firearms Policy

Edgewood Retirement Community is a firearms free campus. The campus includes all buildings and grounds. The only exception to this policy are non-operational antique firearms.

Garages

Underground garages are available to residents at an extra charge on a first-come, first-served basis. A copy of the Garage Space Agreement and current charges are available during normal business hours at the marketing office.

Grab Rails

If additional grab rails are desired, installation must be arranged and paid for by the resident.

Gratuities

Gratuities are not permitted, and employees who accept them will be subject to discharge. The residents of Edgewood have established an Employee Appreciation Fund which is dispersed to all employees during the holiday season. This Fund has been established in lieu of tips for the employees' hard work and dedication to the residents.

Life Enrichment

The Community Engagement Director is responsible for scheduling group events, day trips, in- house programs including arts, crafts, Edgewood Lifelong Learning courses, as well as one-time only activities and the coordination of the fitness program.

Maintenance of the Residence

Edgewood maintains all common areas and provides weekly housekeeping services. These services are included as part of the Monthly Fee. Housekeeping services include cleaning, dusting, and vacuuming the interior of the residence, washing hard surface floors and windows (as needed). Carpets and ovens are cleaned approximately once a year and, at other times, spot cleaning is done.

Furniture is moved once a year for cleaning hard-to-reach areas. Extra cleaning is available for an additional charge.

Monthly Billing Statement

A monthly billing statement outlining the Monthly Fee and any extra charges is placed in the residents' in-house mailbox no later than the fifth business day of each month and is payable upon receipt. Payment may be made at the reception desk or through an automatic withdrawal set up through the accounting department.

Pets

In recognition of the strong role pets currently play in the lives of some of Edgewood's residents, the following Pet Policy has been adopted by ERCI:

a) The opportunity for residents to keep pets is subordinate to the right of each resident to be free from any inconvenience created by other residents' pets. Pet owners are responsible for payment of charges for any damages to the residence, which may be deducted from any Entrance Fee repayment as set out in the Residency Agreement.

b) The maintenance of a pet at Edgewood is a revocable privilege and the determination of the CEO (or his/her designee) concerning the suitability of the pet and any permission or denial to keep the pet in the resident's residence shall be final.

c) The resident shall be responsible for keeping the pet properly restrained and for cleaning up after the pet. The resident shall make arrangements for the care and treatment of the pet in the event of the resident's death or inability to care for the pet and shall notify Edgewood as to what arrangements have been made. The resident will restrict the pet's access to only those areas which are designated as areas in which pets are allowed.

d) In order to protect the residents of Edgewood, this policy is subject to revision.

Prescription Services

Delivery service from one local pharmacy is provided for a nominal fee for the residents' convenience. Contact Resident Services for additional information.

Private Dining Room/Lounge

A private dining room is available for use by residents and their guests. Meals and wait staff are provided at an extra charge. Reservations are required.

Reception Desk

A receptionist is on duty every day from approximately 8:00 a.m. to 7:00 p.m. Payments of monthly billing statements, as well as maintenance requests, postage, transportation, and messages are handled at the reception desk.

Residents' Association

Membership in the Residents' Association is open to all residents of Edgewood. Regularly scheduled Resident Council meetings are held to enable the residents to ask questions and to permit the administration and the Board of Trustees to communicate with the residents. These resident meetings are held monthly.

Resident Parking

Surface parking and underground garage parking are available to the residents. Typically, not all residents require parking; therefore, there is not a parking space for every residence. An additional garage space fee is required for the underground garage parking. Garage spaces are assigned on a first-come, first-served basis.

Resident Services

As the need developed in the operation of Edgewood, a program of additional personal services was implemented to serve the residents. This program's purpose is to provide assistance to residents so that residence occupancy can continue for as long as possible. This program will not be provided by The Meadows nursing staff, but by other hired and trained staff. Services such as dressing, shopping, escorting, and laundry will be made available to the residents for an extra charge.

Security

Edgewood provides security personnel. For the residents' added safety, all resident entrance and exit doors (except the main entrances during the day) are locked 24 hours per day, requiring the residents to use a key to gain entrance.

Skilled Nursing Care: See section II - The Community, The Meadows

Smoking

Edgewood Retirement Community is a smoke free campus. The campus includes all buildings and grounds. This policy includes not only cigarettes and cigars but e-cigarettes, e- cigars or anything that can be smoked. Residents, staff, guests, vendors, contractors, and all visitors must adhere to the Edgewood non-smoking policy.

Telephone Service

Each residence has wired jacks in various locations. Individual resident telephone service is the resident's responsibility and expense.

The Meadows: See section II - The Community, The Meadows

Transportation

Bus and other transportation services are available, as scheduled, seven days a week. Areas of regularly scheduled transportation generally include shopping centers, medical and other professional offices, and places of worship. Additional transportation may be provided for an extra charge to the resident.

EXHIBIT B:

RETURN of CAPITAL ™ RESIDENCY AGREEMENT – TYPE A

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RETURN-OF-CAPITAL™ RESIDENCY AGREEMENT

TYPE A

4/1/2026

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GLOSSARY

The following described terms are used in the accompanying Agreement. Reference to the Agreement and the context in which the terms are used is recommended to provide a fuller understanding of each of the terms.

"Agreement" refers to this Residency Agreement.

"Capital Reserve Fee" refers to the one-time non-repayable fee identified in Section 1.3 of the Agreement.

"Down Payment" refers to the portion of the Entrance Fee paid to us when you apply for a Residence and before it is ready for Occupancy.

"Edgewood" refers to the life care senior living community known as Edgewood, including all residences (cottages and apartments), The Woodlands Inn, The Meadows, and all common areas.

"Effective Date" refers to the date on which we counter-sign this Agreement as set forth on the signature page.

"Entrance Fee" refers to the total of the Down Payment and the Refundable Amount identified in Section 1.1 of the Agreement and is payable in consideration for your Residence in Edgewood and for a room in The Woodlands Inn or The Meadows should you be transferred under Section 6 of the Agreement.

"Monthly Service Fee" refers to the Monthly Service Fee identified in Section 3.1 of the Agreement, which is payable in consideration for the services and amenities provided to all residents occupying a Residence.

"Occupancy" refers to the earlier of (i) the date Resident moves, or the Resident's personal property is moved, into Edgewood, or (ii) when, on or before the Expected Occupancy Date described in Section 1A.1 below, the Resident acknowledges in writing its acceptance and intention to occupy the Residence, pays the Refundable Amount, and begins paying the Monthly Service Fee.

"Non-Refundable Amount" refers to the portion of the Entrance Fee which we will retain, and which equals the Down Payment subject to adjustments described in Sections 2.1 and 2.2 of the Agreement.

"Refundable Amount" refers to the portion of the Entrance Fee paid to us when you begin Occupancy of your Residence. This also represents the refundable portion of your Entrance Fee, subject to adjustments described in Sections 2.1 and 2.2 of the Agreement.

"Residence" refers to the apartment or cottage at Edgewood identified in Section 1.1 of the Agreement, which you are entitled to occupy in exchange for paying the Entrance Fee and the Monthly Service Fee pursuant to the Agreement.

"Resident" or "you" refers to the person or persons who sign the Agreement as Resident. Sometimes a second Resident (if there are two of you) is referred to in the Agreement as the "second person." Unless otherwise indicated, "you" refers to both of you if there are two of you.

"Second Person Fee" refers to the non-refundable fee for a second person payable upon Occupancy in addition to the Entrance Fee, as described in Section 1.2 of the Agreement.

"The Meadows" refers to the facility forming a part of Edgewood that provides private or semiprivate nursing accommodations for nursing care as identified in Section 6 of the Agreement.

"The Woodlands Inn" refers to the facility forming a part of Edgewood that is a certified Assisted Living Residence and provides assisted living services and accommodations as described in Section 6.1 of the Agreement.

"We," "our," or "us" refers to Edgewood Retirement Community, Inc., a nonprofit Massachusetts corporation, which is the owner and operator of Edgewood.

EDGEWOOD RETIREMENT COMMUNITY, INC.
RETURN-OF-CAPITAL™ RESIDENCY AGREEMENT – TYPE A

THIS RESIDENCY AGREEMENT ("Agreement") is by and between Edgewood Retirement Community, Inc. (hereafter "we," "our," or "us"), the owner and operator of Edgewood, a life care senior living community located at 575 Osgood Street, North Andover, Massachusetts (hereafter "Edgewood") and _____ the "Resident" or "you"). This Agreement describes the terms of your residency at Edgewood, and each of our respective rights and obligations.

1. ENTRANCE FEE(S) AND ONE-TIME CAPITAL RESERVE FEE.

1.1 Entrance Fee. To establish your residence in Edgewood, in accordance with all the terms of this Agreement, you will pay to us an Entrance Fee of $ _____. Your Entrance Fee is comprised of two components described below: (i) the Down Payment; and (ii) the Refundable Amount. When you pay us your Down Payment described in Section 1.1.1 below, we will reserve for you Edgewood Apartment/House (the "Residence"). Your payment prior to the Expected Occupancy Date described in Section 1A.1 of the Refundable Amount, any second Person Fee (described below), and the Monthly Service Fee described in Section 3 entitles you to occupy the Residence for as long as you are capable of living there, and in The Woodlands Inn and/or The Meadows if you are no longer capable of living in the Residence, all in accordance with the terms of this Agreement.

1.1.1 Down Payment (Non-Refundable Amount). You will pay a first person down payment of $_____ (the "Down Payment") to reserve the Residence when you sign this Agreement. The Down Payment equals Fifteen percent (15%) of your total Entrance Fee and will become non-refundable as described in Sections 2.1 and 2.2 below.

1.1.2 Refundable Amount. You will pay to us the difference between the total Entrance Fee and the Down Payment an amount of $_____ (the "Refundable Amount") upon Occupancy. This amount equals eighty-five percent (85%) of your Entrance Fee and is refundable when you no longer are a resident as described in, and subject to the terms and conditions of, Section 2.2 below.

1.2 Second Person Fee. If there are two of you, you will pay us upon Occupancy an additional second-person fee of $____ (the "Second Person Fee"). The entire Second Person Fee becomes nonrefundable as described in Section 2.2 below.

1.3 One-Time Capital Reserve Fee. At the same time that you pay the Refundable Amount, you will pay us an amount equal to your then-current Monthly Service Fee as a Capital Reserve Fee (as described in Section 3.1). This is a one-time non-refundable charge which we will place in a working capital reserve account to be used by us only for purposes related to Edgewood as described in Section 11.16.

1A. OCCUPANCY DATE

1A.1 Expected Occupancy Date. At the time of signing this Agreement, it is expected that the Residence will be ready for Occupancy by you within sixty (60) days of the Effective Date of this Agreement (i.e.

_____, 2026), as that date may be extended by Edgewood in writing for up to an additional thirty (30) day to (i) prepare the Residence for Occupancy, or (ii) in its discretion to accommodate a request by Resident for more time to prepare for Occupancy (as it may be extended, the "Expected Occupancy Date").

1A.2 Failure by Us to Have Residency Ready for Occupancy. If we are unable to have the Residence ready for your Occupancy by the Expected Occupancy Date, then unless both of us agree in writing to extend the expected occupancy date, this Agreement will be cancelled automatically.

1A.3 Failure by You to Occupy Residence. If we have the Residence ready for your Occupancy by the Expected Occupancy Date and you fail to occupy the Residence for any reason, then unless we agree in writing and at our discretion to extend the Expected Occupancy Date, this Agreement will be cancelled automatically.

2. REPAYMENT OF ENTRANCE PAYMENT.

2.1 Cancellation Prior to Occupancy.

2.1.1 Cancellation Within 15 Days or Failure to Have Residence Ready to Occupy. If prior to Occupancy of the Residence, you change your mind and you give us written notice of cancellation within 15 days following the Effective Date of this Agreement, this Agreement will be cancelled automatically. In such event, or if this Agreement is canceled under Section 1A.2, we will repay the full amount of the Down Payment you have paid, without interest, less any nonstandard charges incurred by us at your request and as described in any addendum to this Agreement, no later than 45 days following the date we receive such notice of cancellation.

2.1.2 Change in Condition. If prior to Occupancy of the Residence, (i) you (either of you if there are two of you) die or become unable to occupy your Residence because of illness, injury or incapacity or (ii) you elect to cancel this Agreement because of a substantial change in your physical, mental or financial condition, then upon our receipt of your written notice by registered or certified mail, this Agreement will be cancelled. In such event, we will repay to you or your legal representative the full amount of the Down Payment you have paid, without interest, less any nonstandard charges incurred by us at your request and as described in any addendum to this Agreement, no later than 45 days following the date we receive such notice of cancellation.

2.1.3 Cancellation Prior to Occupancy for Other Reasons. In all other situations, if you cancel this Agreement prior to Occupancy of the Residence or if it is automatically canceled under Section 1A.3, we will retain as a service fee an amount equal to 1% of your full Entrance Fee and we will repay the balance of your Down Payment, without interest, less any nonstandard charges incurred by us at your request and as described in any addendum to this Agreement, no later than 45 days following the date we receive such notice of cancellation.

2.2 Cancellation After Occupancy. If after you move into the Residence, either of us cancels this Agreement pursuant to Section 7 or 8, or upon the death of the surviving Resident if there are two of you, we will retain an amount equal to 1% of the sum of your Entrance Fee and Second Person Fee (if any) for each full or partial month of residency up to the combined amount of the Down

Payment and the Second Person Fee (if any). Partial months will be prorated. If you (or your estate) are entitled to a repayment of your Refundable Amount, we will make the payment, without interest, no later than 30 days following the re-occupancy of your Residence by the new resident and upon our receipt of the proceeds of the total then-current Entrance Fee paid by the new resident. Re-occupancy of your Residence by a new resident(s), our receipt of the new Entrance Fee, and your departure from Edgewood are conditions which must be met before you have a right to receive a repayment of your Refundable Amount. If you have moved to The Meadows, released your Residence which is re-occupied and we have received the new Entrance Fee as described above, then we will repay your Refundable Amount within 30 days following your death (or the death of the survivor if there are two of you) or other departure from Edgewood. Further, any such repayment amount also will be reduced and offset by the following:

2.2.1 The amount of unreimbursed health care expenses (except the charges for services described in Section 4 of this Agreement) incurred by us for your care during the time you live in The Meadows;

2.2.2 The amount of any Monthly Service Fee or other sums owed by you to us under this Agreement, or incurred by us pursuant to your specific request and set forth in a separate addendum;

2.2.3 The amount of any Monthly Service Fee or other sums deferred by us on your behalf under Section 8.2; and

2.2.4 All sums expended by us to remove alterations and restore your Residence to its original condition, reasonable wear and tear excepted.

3. MONTHLY SERVICE FEE.

3.1 Monthly Service Fee. You will pay to us each month the current Monthly Service Fee which is $_____ per month for one person and an additional $_____ per month if there are two of you. The Monthly Service Fee is for the services and amenities provided under Section 4.

3.2 Monthly Service Fee Changes. We may adjust the amount of the Monthly Service Fee upon 30 days' written notice if, in our sole discretion, we deem it necessary to meet the financial needs of operating Edgewood or to provide the services to the residents (or without notice if such change in fee is required by local, state, or federal laws or regulations). We will provide you with an explanation of any adjustment to your Monthly Service Fee in the 30-day notice.

The following table shows the frequency and average dollar amount of changes in the Monthly Service Fee over the last 5 years. This is historical information and is not necessarily indicative of changes in the Monthly Service Fee which may be required in the future.

Year	Change in Monthly Fee	Frequency of Change	Average Dollar Increase
2026	3.90%	Annual	$228
2025	4.00%	Annual	$220
2024	3.85%	Annual	$215
2023	3.50%	Annual	$189
2022	3.35%	Annual	$187

3.3 Use of Monthly Fee. The Monthly Service Fee will be used by us only for purposes related to Edgewood.

3.4 Payment. You will pay a pro rata portion of the Monthly Service Fee

commencing within ten (10) days of the date of Occupancy. Thereafter, such Monthly Service Fee will be billed and payable each month in advance. Any extra charges for additional services requested by you will be billed and payable each month for the additional services obtained during the preceding month.

3.5 Cancellation of Second Person Monthly Fee. If there are two of you who occupy the Residence and one of you dies or is permanently relocated to the Woodlands Inn or Meadows under Section 6 below, then the second person Monthly Service Fee will cease and the person remaining in the Residence will continue to pay the first person Monthly Fee.

4. SERVICES AND AMENITIES PROVIDED TO ALL RESIDENTS. We will furnish at Edgewood, so long as you reside in the Residence, the following services and amenities, which are included in the Monthly Fee:

4.1 One meal per day from the dining room or Bistro 575;

4.2 Water, sewer, air conditioning, heating and electricity;

4.3 Maintenance and cleaning of the Residence and common spaces;

4.4 Planned in-house activities (social, cultural and recreational) for those who choose to participate;

4.5 Washers and dryers;

4.6 Carpeting (except in kitchen and bath where there will be alternate floor covering);

4.7 Complete kitchen including refrigerator, range/oven, microwave, garbage disposal, and dishwasher;

4.8 Local transportation scheduled by us;

4.9 Twenty-four hour emergency call system and response to your Residence;

4.10 Nursing care in a semiprivate room at The Meadows, as specified in Section 6;

4.11 Assisted living care at The Woodlands Inn (with a monthly fee of $1,000 *in addition to* the Monthly Service Fee), as specified in Section 6;

4.12 Use of all common areas in Edgewood;

4.13 Common use of uncovered, surface parking; and

4.14 Twenty-four (24) hour security.

5. ADDITIONAL SERVICES PROVIDED FOR AN EXTRA CHARGE. We also will make available at Edgewood, at your request and so long as you reside in a residence at Edgewood, at the then prevailing rates of extra charge:

5.1 Additional meals over those provided in consideration for the Monthly Fee;

5.2 Tray service to your Residence when ordered by the medical director or director of nursing services;

5.3 Additional housekeeping;

5.4 Resident Services (including, but not limited to, such items as assistance with bathing, dressing, transportation, escorting,

personal shopping, social day program) as determined by evaluation to be appropriate for you.

5.5 Guest rooms;

5.6 Underground parking;

5.7 Beauty parlor/barber shop;

5.8 Services of the medical director not provided in consideration of the Monthly Fee;

5.9 Nursing care in a private room at The Meadows, as available;

5.10 Certain other services such as medicine, drugs, prescribed therapy, nursing supplies, and other medical and miscellaneous supplies and services, such as those provided at the Rokous Center, associated with medical treatment; and

5.11 Other additional services and amenities as may be provided from time to time.

6. ASSISTED LIVING SERVICES AND NURSING CARE. If, after consultation with our medical director and your attending physician, your family or your personal representative, and you to the extent possible, we determine that you need nursing care, you may be temporarily or permanently assigned to The Woodlands Inn or The Meadows, as appropriate. We will provide you with assisted living services and/or nursing care, as applicable, to the extent of our licenses under the remaining provisions of this Section 6:

6.1 Assisted Living. If you relocate to The Woodlands Inn to receive assisted living services, then you agree to sign a separate Residency Agreement: The Woodlands Inn at Edgewood Assisted Living (the "Woodlands Residency Agreement") which will supplement, but not replace, this Agreement. The services you will receive at The Woodlands Inn in exchange for payment of the Monthly Service Fee plus an additional $1,000 per month, and the rights and obligations you will have, will be set forth in the Woodlands Residency Agreement.

6.2 First 90 Days of Nursing Care. We will provide semiprivate nursing care services in The Meadows without extra charge for 90 cumulative days for you (90 days for each of you if there are two of you, but the allowance cannot be combined and used by only one of you), except that you will pay the extra charges for meals not covered by the Monthly Service Fee and for any additional health services as described in Sections 6.6 and 6.7. The Monthly Service Fee for your Residence will continue as before. After you have used the 90 cumulative days, you may choose to release or retain your Residence as described in Section 6.4.3.

6.3 More Than 90 Days of Nursing Care When There is One of You. When there is one of you, and you require nursing care beyond the 90 cumulative days and you relocate to The Meadows, the monthly charges for your semiprivate nursing care services in The Meadows will be equal to the then current Monthly Service Fee you were paying for your Residence. In addition, you will pay the extra charges for the extra meals not covered by the Monthly Service Fee and for any additional health services as described in Sections 6.6 and 6.7. If you choose to release your Residence for occupancy by someone else, then the Monthly Service Fee for your Residence will stop. If you do not release your Residence for occupancy by someone else, then you will continue to pay the Monthly Service Fee for

the Residence in addition to the Monthly Service Fee and additional charges for semiprivate nursing services described above.

6.4 More Than 90 Days of Nursing Care When There are Two of You.

6.4.1 When there are two of you, and only one of you requires nursing care beyond the 90 cumulative days and such Resident relocates to The Meadows, the monthly charge for the second person semiprivate nursing care services in The Meadows will be equal to the then current first person Monthly Service Fee you are paying for your residence. In addition, you will pay the extra charges for the extra meals not covered by the Monthly Service Fee and for any additional health services as described in Sections 6.6 and 6.7. The first person Monthly Service Fee for your Residence will continue as before.

6.4.2 If both of you require nursing care beyond the 90 cumulative days and both of you relocate to The Meadows, then the monthly charge for each of your semiprivate nursing care services in The Meadows will be equal to the then current first person Monthly Service Fee you were paying for your Residence (i.e. if both of you relocate to the Meadows, you both will pay the first person Monthly Service Fee). In addition, each of you will pay for the extra charges for the extra meals not covered by the Monthly Service Fee and for any additional health services as described in Sections 6.6 and 6.7.

6.4.3 Release or Retention of Residence. If both of you require permanent nursing care in The Meadow, you may choose to release your Residence for occupancy by someone else. The Monthly Service Fee for your Residence, including the second person Monthly Service Fee, will stop. If you choose not to release your Residence for occupancy by someone else, then you will continue to pay the Monthly Service Fee, including the second person Monthly Fee, for your Residence in addition to the Monthly Service Fee and additional charges for nursing services described in Section 6.4.2 above.

6.5 Return to Residence. If you have released your Residence because you have moved to The Meadows, and if we determine in consultation with your attending physician that you are later able to return to a residence, then we will provide you a residence of the same type as your Residence as soon as one becomes available. Upon reoccupying such Residence, your Monthly Service Fee will be based on the then current Monthly Service Fee for that Residence.

6.6 Additional Health Services. We may also provide additional services and supplies in The Meadows such as therapy, pharmaceutical supplies, offsite dry cleaning, and rental of equipment. These additional services and supplies are not included in the Monthly Service Fee for the Residence or semi-private nursing care in The Meadows, but will be available for an extra charge. Extra charges from such additional services will be used by us only for purposes related to Edgewood.

6.7 Medical Director. We will designate a physician licensed to practice medicine in the Commonwealth of Massachusetts as medical director. The medical director may be available to perform services at your own expense. You have the right to choose your own attending physician. You may engage the services of your attending physician at any time at your own expense. We will not be responsible for the charges for medical treatment by the medical director or your attending physician, nor will

we be responsible for the charges for medicine, drugs, prescribed therapy, nursing supplies and similar additional services and supplies. If we incur or advance charges for your medical treatment or for medicine, drugs, prescribed therapy, nursing supplies and similar additional services and supplies (even though such medical care is given at the direction of your attending physician or the medical director without your prior approval), you will promptly reimburse us for such charges.

6.8 Supplemental Insurance. You will maintain Medicare Part A, Medicare Part B, and one supplemental health insurance policy or equivalent insurance coverage acceptable to us to assure your ability to fully cover a Medicare-qualified stay in The Meadows, and shall furnish to us such evidence of coverage as we may from time to time request. Such supplemental insurance should cover Medicare co-insurance and deductibles. Should your supplemental health insurance or equivalent coverage not fully cover a Medicare-qualified stay in The Meadows, or should you fail to purchase supplemental health insurance or equivalent coverage to fully cover a Medicare-qualified stay in The Meadows, you shall be financially responsible for paying deductibles, co-insurance amounts, and any other charges for each Medicare-qualified admission and stay in The Meadows. If failure to maintain Medicare Part A, Medicare Part B, or supplemental health insurance causes depletion of your resources and impairs your ability to meet your financial obligations, we need not defer your financial obligations to us and we retain the right to revoke your right to reside at Edgewood and cancel this Agreement as provided in Section 8.

6.9 Managed Care. If you have chosen to participate in a managed care program as an alternative to Medicare Part A, Medicare Part B, and supplemental insurance coverage, then the terms governing nursing care in The Meadows will be as follows:

6.9.1 Participating Provider. If The Meadows is a participating provider with your managed care program and your stay is a Medicare-qualified stay, we agree to accept, as full payment, reimbursement at the rate negotiated with your managed care program. Such a managed care stay in The Meadows will not reduce the number of days of care that you are eligible to receive without extra charge pursuant to Section 6.2.

6.9.2 Not a Participating Provider. If The Meadows is not a participating provider with your managed care program and you choose to receive health care services at a managed care participating provider, during a Medicare-qualified stay, then you agree that you must relocate for as long as necessary for those services to be provided, and be responsible for all charges for those health care services. In addition, while receiving health care services at the managed care participating provider, you agree that unless this Agreement is cancelled, you will continue to pay the Monthly Service Fee for your Residence. Such a Medicare-qualified stay at a managed care participating provider other than The Meadows will not reduce the number of cumulative days of care that you are eligible to receive without extra charge pursuant to Section 6.2.

6.9.3 Negotiated Managed Care Rate. If The Meadows is not a participating provider in your managed care program and your stay is a Medicare-qualified stay, we will attempt to negotiate an acceptable reimbursement rate with your managed care program. If we are able to negotiate an acceptable rate, we agree to accept as full payment the rate provided by your managed

care program. Such a managed care stay in The Meadows will not reduce the number of cumulative days of care that you are eligible to receive without extra charge pursuant to Section 6.2.

6.9.4 No Negotiated Managed Care Rate. If The Meadows is not a participating provider in your managed care program and a negotiated rate is not agreed upon and you would still like to receive health care in The Meadows during a Medicare-qualified stay, then each day of your stay in The Meadows will reduce by one day the number of cumulative days of care that you are eligible to receive without extra charge pursuant to Section 6.2. During any such Medicare-qualified stay in The Meadows, you agree that you will continue to pay the Monthly Service Fee for your Residence and that you will also pay the extra charges for extra meals not covered by the Monthly Service Fee and the charges for medicine, drugs, prescribed therapy, medical treatment by physicians, nursing supplies, and other medical and miscellaneous supplies and services associated with medical treatment. If at any time during any such Medicare-qualified stay in The Meadows you are no longer eligible to receive any of the cumulative days of care provided for in Section 6.2, then you agree to pay the per diem rate for your care in The Meadows, the charges for medicine, drugs, prescribed therapy, medical treatment by physicians, nursing supplies, and other medical and miscellaneous supplies and services associated with medical treatment, in addition to continuing to pay the Monthly Service Fee for your Residence.

6.9.5 Post Medicare-Qualified Stay. At the conclusion of each such Medicare-qualified stay, you will be entitled to health care in The Meadows in accordance with the terms of this Agreement other than as provided in this Section 6.9, as adjusted to reflect any reduction during such stay in the number of cumulative days of care that you are eligible to receive without extra charge as provided in Section 6.2.

6.10 Alternate Accommodations. If you need nursing care, this care will be provided in The Meadows. If The Meadows is fully occupied, then you will be provided nursing care in another nursing care facility. Such health care accommodations may be provided in a semiprivate room unless a private room is medically necessary. Whether a private room qualifies as a medical necessity will be determined by us, in consultation with your attending physician, your family or your personal representative, and you to the extent possible. Upon your relocation, you will continue to be responsible for the charges set forth in this Section 6. To the extent we would be liable for your care and accommodations in The Meadows under this Agreement, we will be responsible for the charges associated with the alternate nursing care accommodations (unless your stay in the alternate facility is a Medicare qualified stay). You agree to relocate to The Meadows when a bed becomes available.

6.11 Absence from Edgewood. In the event you are absent from Edgewood or you choose to receive care at another health care facility not designated by Edgewood, we shall not be responsible for health care charges incurred or credits provided for your care at that facility.

6.12 Health Center Admission Agreement. If you require nursing care in The Meadows, you agree to execute a separate Health Center Admission Agreement to be signed by you and us.

6.13 Nonresident Use of The Meadows. We intend to offer nursing

services in The Meadows to qualified nonresidents for a fee to the extent beds are available. Residents will be given priority over nonresidents for admissions to The Meadows, and our policy will be to reserve beds for resident emergencies. Fees from qualified nonresidents will be used only for purposes related to Edgewood.

6.14 Non-Reimbursement of Entrance Fee. If you (or both of you, if there are two of you) are permanently assigned to The Meadows, this does not qualify you for immediate reimbursement of your Entrance Fee. Repayment of your Entrance Fee will be as outlined in Section 2.2 of this Agreement.

7. YOUR CANCELLATION RIGHTS.

7.1 Prior to Occupancy. You may cancel this Agreement for any reason at any time by giving us written notice of cancellation signed by you (both of you if there are two of you). If you give such notice prior to your Occupancy of Edgewood, the cancellation will be effective and your Down Payment will be handled as described in Section 2.1 above.

7.2 After Occupancy. After you assume Occupancy, you may cancel this Agreement at any time by giving us 120 days' advance written notice signed by you (both of you, if there are two of you). You will continue to pay your Monthly Service Fee until the later of (i) the expiration of such 120-day notice period, or (ii) your vacancy of the Residence or The Meadows, and removal of all your furniture and other property from the Residence. If removal of your furniture and other property is not accomplished, we may remove and store your furniture and other property at the expense and risk of you or your estate. This Agreement will cancel on the later of (i) 120 days following the date you give us written notice of cancellation or (ii) the date you vacate your Residence or The Meadows and remove all your furniture and other property. Your Entrance Payment will be repaid in accordance with Section 2.2 above.

Upon your death (if there are of you, the death of the survivor), you will continue to pay your Monthly Service Fee until the later of (i) your death (if there are two of you, the death of the survivor) or (ii) your vacancy of the Residence or The Meadows, and the removal of all your furniture and other property. If removal of your furniture and other property is not accomplished within 30 days of your death (or the death of the survivor, if there are two of you), we may remove and store your furniture and other property at the expense and risk of you or your estate. This Agreement will cancel on the later of (i) your death (if there are two of you, the death of the survivor) or (ii) the date you vacate your Residence, or The Meadows and remove all your furniture and other property. Your Entrance Payment will be repaid in accordance with Section 2.2 above.

8. OUR CANCELLATION RIGHTS.

8.1 Just Cause. After we have accepted you for residency, we will not cancel this Agreement except for just cause. Just cause is defined as:

8.1.1 Nonpayment. Except as set forth below, nonpayment of fees or charges;

8.1.2 Threat to Health or Safety. Health status or behavior which constitutes a threat to the health or safety of yourself, other residents, or others including your refusal to consent to relocation, or which would result in physical damage to the property of others;

8.1.3 Change in Condition. There is a major change in your physical or mental

condition and your condition cannot be cared for in The Meadows within the limits of our license; or

8.1.4 Noncompliance. You do not comply with the terms of this Agreement or the published operating procedures, covenants, rules, regulations, and policies now existing or later adopted by us.

8.2 Financial Difficulty. If after you have paid the Entrance Payment and one-time Capital Reserve Fee you encounter financial difficulties making it impossible for you to pay the full Monthly Fee and extra charges appropriate for the Residence or for nursing care in The Meadows, then:

8.2.1 Modification of Monthly Fee. You will be permitted to remain at Edgewood for 120 days after the date of failure to pay, during which time you shall continue to pay a reduced Monthly Service Fee based on your current income so long as (i) you establish facts to justify deferral of the usual charges, (ii) deferment of such charges can, in our sole discretion, be granted without impairing our ability to operate Edgewood on a sound financial basis for the benefit of other residents, and (iii) you have not impaired your ability to meet your financial obligations as described in Section 8.2.2; and

8.2.2 Terms of Stay. Because it is and shall be our declared policy to operate as a nonprofit organization, we will not cancel your residency solely because of your financial inability to pay the full Monthly Fee. You shall be permitted to remain at Edgewood at a reduced Monthly Service Fee based on your ability to pay for so long as you establish facts to justify deferral of the usual charges, and when deferment of such charges can, in our sole discretion, be granted without impairing our ability to operate Edgewood on a sound financial basis for the benefit of other residents. This provision shall not apply if you have impaired your ability to meet your financial obligations hereunder by making unapproved gifts or other transfers. To evidence these agreements based on the circumstances at the time, you agree to enter into a special hardship agreement with us at the time of any such deferrals, to reflect the reduced charges currently payable and the interest rate to be applied to the deferrals, and to provide us with a perfected first security interest in your repayment rights. Any payments otherwise due to you from us, including your repayment rights, will be offset against any such deferred charges.

8.3 Notice of Cancellation. Prior to any cancellation of this Agreement by us, we will give you notice in writing of the reasons. You will have 30 days after this notice within which the problem may be corrected. If we determine that the problem is not corrected within such time, you must leave Edgewood within 30 days after we notify you of our determination. You will continue to pay the Monthly Service Fee and any extra charges you incur until removal of your furniture and other property from the Residence has occurred. If removal of your furniture and other property is not accomplished within 30 days, we may remove and store your furniture and other property at the expense and risk of you or your estate. This Agreement will cancel upon removal of your furniture and other property from the Residence. Your Entrance Payment will be repaid in the amount and in the manner described in Section 2.2 above.

8.4 Emergency Cancellation. Notwithstanding the above, if we or the medical director determine that either the giving of notice or the waiting period described above might be detrimental to you or others, then such notice and/or waiting period shall not be required before relocation

to an appropriate hospital or other appropriate facility. Under such circumstances, we are expressly authorized to transfer you to a hospital or other appropriate facility, and we will promptly notify your family or your personal representative and your attending physician. After transferring you to such hospital or other facility, we will provide you with a notice of cancellation if you will be unable to return to The Meadows or to Edgewood.

We are not responsible for any charges related to such transfer or relocation. You will continue to pay the Monthly Service Fee and any extra charges you incur until removal of your furniture and other property. If removal of your furniture and other property is not accomplished, we may remove and store your furniture and other property at the expense and risk of you or your estate. This Agreement will cancel upon the removal of your furniture and other property from the Residence. Your Entrance Payment will be repaid in accordance with Section 2.2 above.

If there are two of you under this Agreement and one of you is transferred to a hospital or other appropriate facility under the circumstances described in this section, the other of you may continue to occupy the Residence or The Meadows under the terms of this Agreement.

9. MISCELLANEOUS PROVISIONS WITH RESPECT TO YOUR RESIDENCE.

9.1 License for Use of the Residence. The Residence is for living only and shall not be used for carrying on any business or profession, nor in any manner which violates zoning or other land use restrictions. This Agreement is not a lease, and grants you only a license to the lifetime use of the Residence and other amenities of Edgewood and to available services, subject to the terms and conditions of this Agreement.

9.2 Duration of Your Right to Occupy the Residence. You may reside in your Residence for as long as you (or either of you, if there are two of you) live, unless you (or both of you) are not capable of independent living, or this Agreement is cancelled by you or by us. If after consultation with our medical director, your attending physician, your family or your personal representative, and you to the extent possible, we determine that your physical or mental health requires that you require assisted living services or nursing care, you agree to relocate to The Woodlands Inn or The Meadows, as applicable, where we are licensed to provide such care and accommodations as provided in Section 6.

9.3 Occupants of the Residence. Except as hereinafter provided, no person other than you (or both of you, if there are two of you) may occupy the Residence except with our express written approval. In the event that a second person who is not a party to this Agreement wishes to be accepted for residency under this Agreement after the date we sign this Agreement, you shall pay the then current second person Entrance Payment as determined by us, and each month thereafter you shall pay the then current additional Monthly Service Fee for second persons. If such second person does not meet the requirements for residency, such second person will not be permitted to live in the Residence for more than 30 days (except with our express written approval), and you may cancel this Agreement as provided in Section 7.

9.4 Emergency Entry and Relocation. We may enter your Residence should it be necessary in an emergency to protect your health, safety or property of

yourself or other residents. If it is necessary to modify facilities to meet requirements of any applicable law or regulation that necessitates temporary vacation of your Residence, we will provide alternate facilities for you without extra charge within or outside Edgewood. Further, if relocation is recommended by the medical director or your attending physician, we will request that you relocate to another residence within Edgewood or to The Meadows for the protection of your health and safety, or the health or safety of the other residents of Edgewood.

9.5 Furnishings. Furnishings within the Residence will not be provided by us except as stated in Section 4. Furnishings provided by you shall not be such as to interfere with the health, safety or general welfare of yourself, other residents, or others.

9.6 Alterations by You. You may not undertake any alterations to your Residence without our prior written approval.

9.7 Refurbishment. Customary and normal refurbishment charges for your Residence will be borne by all residents of Edgewood. Any necessary refurbishment charges beyond those that are customary and normal will be paid by you.

9.8 Right to Deduct. Edgewood reserves the right to deduct from the return of capital refund any costs to reverse any alterations made that are not considered an Edgewood standard.

9.9 Guests. No one other than you (both of you, if there are two of you) shall have a right of occupancy in the Residence without the prior consent of the Executive Director, unless otherwise permitted pursuant to guest policies established by us. The intent of the policies is to permit stays of short duration by your guests where such stays shall not, in the opinion of the Executive Director, adversely affect the operation of Edgewood or be inconsistent with the welfare of other residents.

10. AMENDMENTS.

10.1 This Agreement. This Agreement may be amended by agreement of the parties to this Agreement. No amendment of this Agreement shall be valid unless in writing and signed by you and us.

10.2 Compliance with Laws. This Agreement may be modified unilaterally by us at any time in order to comply with applicable laws or regulations.

11. MISCELLANEOUS LEGAL PROVISIONS.

11.1 Governing Law. This Agreement will be governed, interpreted, and construed according to the laws of the Commonwealth of Massachusetts and will become effective upon acceptance and execution by us. The Glossary, which sets forth the definitions of certain terms used in this Agreement, is by this reference incorporated herein and made a part of this Agreement.

11.2 Separability. The invalidity of any restriction, condition, or other provision of this Agreement, or any part of the same, shall not impair or affect in any way the validity or enforceability of the rest of this Agreement.

11.3 Capacity. This Agreement has been executed on our behalf by our duly authorized agent, and no officer, director, agent, or employee shall have any personal liability to you hereunder under any circumstances. This Agreement will become effective upon acceptance and execution by us.

11.4 Resident. When Resident consists of more than one person, the rights and obligations of each are joint and several, except as the context otherwise requires.

11.5 Nature of Rights. You understand and agree that (i) this Agreement or your rights (including the use of the Residence) may not be assigned and no rights or benefits under this Agreement shall inure to the benefit of your heirs, legatees, assignees, or representatives, except for your repayment rights; (ii) this Agreement and your contractual right to occupy the Residence shall exist and continue to exist during your lifetime unless cancelled as provided herein; (iii) this Agreement grants you a revocable license to occupy and use space in Edgewood but does not give you exclusive possession of the Residence as against us, and you shall not be entitled to any rights of specific performance but shall be limited to such remedies as set forth herein; (iv) this Agreement is not a lease or easement and does not transfer or grant you any interest in real property; and (v) this Agreement grants to us complete decision-making authority regarding the management and operation of Edgewood and in the determination of the Monthly Fee, Entrance Payment and other charges.

11.6 Release. We are not responsible for loss of or damage to your personal property, and you hereby release us from any such liability. You may want to obtain at your own expense insurance to protect against such losses.

11.7 Indemnity. We will not be liable for, and you agree to indemnify, defend, and hold us harmless from claims, damages, and expenses, including attorneys' fees and court charges, resulting from any injury or death to persons and any damages to property to the extent caused by, resulting from, attributable to, or in any way connected with your negligent or intentional act or omission, or that of your guests.

11.8 Entire Agreement. This Agreement and any addenda or exhibits hereto contain our entire understanding with respect to your residency.

11.9 Non-Waiver. If we fail to insist in any instance upon performance of any of the terms, covenants, or conditions of this Agreement, it shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, but your obligations with respect to such future performances shall continue in full force and effect.

11.10 Subordination. You agree that all your rights under this Agreement shall at all times be subordinate and junior to the lien of all mortgages or other documents creating liens encumbering Edgewood, which have been or will be executed by us. Upon request, you agree to execute, acknowledge and deliver to such lender or lenders such further written evidence of such subordination as such lenders may reasonably require. Except to the extent of your obligations to pay the Entrance Payment, Monthly Fee, extra charges, or any other charges under this Agreement, you will not be liable for any such indebtedness.

11.11 Residents' Association. Residents shall have the right to organize and operate a Residents' Association at Edgewood and to meet privately to conduct business of the Residents' Association. It is our policy to encourage the organization and operation of a Residents' Association.

11.12 Reimbursement of Charges. You agree to reimburse us for any charges we

incur to collect any unpaid amounts you owe to us under this Agreement.

11.13 Arbitration. You agree that any dispute, claim, or controversy of any kind between you and us arising out of, in connection with, or relating to this Agreement and any amendment hereof, or the breach hereof, which cannot be resolved by mutual agreement or in small claims court, will be submitted to and determined by arbitration in North Andover, Massachusetts in accordance with the Federal Arbitration Act and the then current commercial arbitration rules of the Federal Arbitration Act. You and we will jointly agree on an arbitrator and the arbitrator will be selected according to the procedure set forth in state law, if applicable. In reaching a decision, the arbitrator shall prepare findings of fact and conclusions of law. Any direct arbitration costs incurred by you will be borne by you. Costs of arbitration, including our legal costs and attorneys' fees, arbitrators' fees, and similar costs, will be borne by all residents of Edgewood provided that the arbitrator may choose to award the costs of arbitration against us if the arbitrator determines that the proposed resolution urged by us was not reasonable. If the issue affects more than one resident, we may elect to join all affected residents into a single arbitration proceeding, and you hereby consent to such joinder.

You may withdraw your agreement to arbitrate within 30 days after signing this Agreement by giving written notice of your withdrawal to us. This arbitration clause binds all parties to this Agreement and their spouses, heirs, representatives, executors, administrators, successors, and assigns, as applicable. After cancellation of this Agreement, this arbitration clause shall remain in effect for the resolution of all claims and disputes that are unresolved as of that date.

11.14 Your Representations. By executing this Agreement you represent and warrant to us the following:

11.14.1 You will be at least 62 years of age, or will be residing with a resident of Edgewood who is at least 62 years of age;

11.14.2 You are capable of living in a residence;

11.14.3 You have assets and income which are sufficient under foreseeable circumstances and after provision for payment of your obligations under this Agreement to meet your ordinary and customary living expenses after you move into Edgewood (this is a requirement of entrance, unless waived by us in writing and after full disclosure by you of the circumstances);

11.14.4 All written representations made to us with respect to such matters by you or on your behalf on the Confidential Data Application, and all facts stated by you in your application for residency or otherwise are true and complete; and

11.14.5 You have not made any gift of your property in contemplation of signing this Agreement.

11.15 Our Representations. We represent and warrant to you that we are a nonprofit corporation organized for the purpose of owning and operating Edgewood.

11.16 Reserve Account. To provide reserve funding and security to enable us to fully perform our obligations under this Agreement, we have established a Capital Reserve Account pursuant to Section 1.2, and we will establish any other reserves required by law as it may be amended from time to time. The reserves are invested under our

control and direction in investments that are dedicated to the support and financial security of Edgewood. Upon the advice of Edgewood's professional registered investment advisor, which currently is Prime Buchholz & Associates, the amounts in the reserve account will be invested in accordance with Edgewood's investment policy, which presently requires 30% of its investments to be in fixed debt obligations of the United States or its agencies (or in shares of a registered investment company which holds a portfolio of such securities) in such certificates of deposit, commercial paper, U.S. government paper, or other similar investments, 60% in equities, and remaining 10% in real assets.

11.17 Adjustments for Absences. No fee adjustments for your absences from Edgewood will be made, except at our sole discretion.

11.18 Personal Representative. You agree to execute and deliver to us at or before assuming residency in your Residence a Durable Power of Attorney, trust documents, or other documentation naming a personal representative for personal and financial decision-making. These documents should be drafted to remain effective notwithstanding your incompetence or disability, in form acceptable to us. You shall keep such instrument in effect as long as this Agreement is in effect. The person named as your representative shall not be a person employed by us or any other entity engaged in the management of Edgewood.

11.19 Private Employees of Resident. If you need additional services, you can obtain these needed services from a private employee, an independent contractor, or through an agency ("Personal Service Provider"). In such instances, we strongly advise you to obtain these needed services from a licensed and/or certified home health agency. In any event, you must comply with our policy regarding Personal Service Providers and ensure that your private employee, independent contractor, or person you employ through an agency complies with our policies and rules of conduct set forth in a personal service provider policy. If you fail to follow or enforce the policies and rules set forth in the policy, then we may elect at our sole option to terminate this Agreement.

11.20 Notices. Any notice required to be given to us under this Agreement shall be in writing and sent certified mail or hand-delivered to the Executive Director of Edgewood at 575 Osgood Street, North Andover, Massachusetts 01845.

11.21 Transfers. We may sell or transfer our interest in Edgewood provided the buyer shall agree to assume this Agreement and all other existing residency agreements. Upon the assumption of this buyer's agreement to perform this Agreement and all other agreements, we will have no further obligation hereunder. Your signature hereto constitutes your consent and approval of any such future transaction.

11.22 Survival of Representations and Obligations. Your representations and obligations under this Agreement, including but not limited to, your obligation to pay all sums owed by you to us, and your agreement to indemnify us as set forth in Section 11.7, and our representations and obligations under this Agreement, shall survive any cancellation or termination of your residency in Edgewood, regardless of the reason for such cancellation or termination and regardless of whether it is initiated by you or by us.

11.23 Acknowledge of Receipt of Documents. You certify that you received a

copy of this Agreement and a copy of our most current Disclosure Statement, and had an opportunity to discuss it with your family and/or advisors, prior to signing this Agreement.

Executed at North Andover, Massachusetts by both parties as of the _____ day of _____, 2026 (the "Effective Date")

_____

RESIDENT

_____

WITNESS

_____

RESIDENT

_____

WITNESS

EDGEWOOD RETIREMENT COMMUNITY, INC.
d/b/a Edgewood

By _____
Authorized Representative

Residence Type: _____
Residence Number: #
Down Payment: $
Balance Payment: $
Monthly Fee: $





EXHIBIT C:

RETURN of CAPITAL ™ RESIDENCY AGREEMENT – TYPE C



RETURN-OF-CAPITAL™ RESIDENCY AGREEMENT

TYPE C

4/1/2026

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GLOSSARY

The following described terms are used in the accompanying Agreement. Reference to the Agreement and the context in which the terms are used is recommended to provide a fuller understanding of each of the terms.

"Agreement" refers to this Residency Agreement.

"Capital Reserve Fee" refers to the one-time non-repayable fee identified in Section 1.3 of the Agreement.

"Down Payment" refers to the portion of the Entrance Fee paid to us when you apply for a Residence and before it is ready for Occupancy.

"Edgewood" refers to the life care senior living community known as Edgewood, including all residences (cottages and apartments), The Woodlands Inn, The Meadows, and all common areas.

"Effective Date" refers to the date on which we counter-sign this Agreement as set forth on the signature page.

"Entrance Fee" refers to the total of the Down Payment and the Refundable Amount identified in Section 1.1 of the Agreement and is payable in consideration for your Residence in Edgewood and for a room in The Woodlands Inn or The Meadows should you be transferred under Section 6 of the Agreement.

"Monthly Service Fee" refers to the Monthly Service Fee identified in Section 3.1 of the Agreement, which is payable in consideration for the services and amenities provided to all residents occupying a Residence.

"Occupancy" refers to the earlier of (i) the date Resident moves, or the Resident's personal property is moved, into Edgewood, or (ii) when, on or before the Expected Occupancy Date described in Section 1A.1 below, the Resident acknowledges in writing its acceptance and intention to occupy the Residence, pays the Refundable Amount, and begins paying the Monthly Service Fee.

"Non-Refundable Amount" refers to the portion of the Entrance Fee which we will retain, and which equals the Down Payment subject to adjustments described in Sections 2.1 and 2.2 of the Agreement.

"Private Pay Rate" refers to the rate charged for assisted living services and accommodations at The Woodland Inn, or the rate charged for nursing care at The Meadows.

"Refundable Amount" refers to the portion of the Entrance Fee paid to us when you begin Occupancy of your Residence. This also represents the refundable portion of your Entrance Fee, subject to adjustments described in Sections 2.1 and 2.2 of the Agreement.

"Residence" refers to the apartment or cottage at Edgewood identified in Section 1.1 of the Agreement, which you are entitled to occupy in exchange for paying the Entrance Fee and the Monthly Service Fee pursuant to the Agreement.

"Resident" or "you" refers to the person or persons who sign the Agreement as Resident. Sometimes a second Resident (if

there are two of you) is referred to in the Agreement as the "second person." Unless otherwise indicated, "you" refers to both of you if there are two of you.

"Second Person Fee" refers to the non-refundable fee for a second person payable upon Occupancy in addition to the Entrance Fee, as described in Section 1.2 of the Agreement.

"The Meadows" refers to the facility forming a part of Edgewood that provides private or semiprivate nursing accommodations for nursing care as identified in Section 6 of the Agreement.

"The Woodlands Inn" refers to the facility forming a part of Edgewood that is a certified Assisted Living Residence and provides assisted living services and accommodations as described in Section 6.1 of the Agreement.

"We," "our," or "us" refers to Edgewood Retirement Community, Inc., a nonprofit Massachusetts corporation, which is the owner and operator of Edgewood.

EDGEWOOD RETIREMENT COMMUNITY, INC.
RETURN-OF-CAPITAL™ RESIDENCY AGREEMENT – TYPE C

THIS RESIDENCY AGREEMENT ("Agreement") is by and between Edgewood Retirement Community, Inc. (hereafter "we," "our," or "us"), the owner and operator of Edgewood, a life care senior living community located at 575 Osgood Street, North Andover, Massachusetts (hereafter "Edgewood") and _____ the "Resident" or "you"). This Agreement describes the terms of your residency at Edgewood, and each of our respective rights and obligations.

1. ENTRANCE FEE(S) AND ONE-TIME CAPITAL RESERVE FEE.

1.1 Entrance Fee. To establish your residence in Edgewood, in accordance with all the terms of this Agreement, you will pay to us an Entrance Fee of $_____. Your Entrance Fee is comprised of two components described below: (i) the Down Payment; and (ii) the Refundable Amount. When you pay us your Down Payment described in Section 1.1.1 below, we will reserve for you Edgewood Apartment/House _____(the "Residence") Your payment prior to the Expected Occupancy Date described in Section 1A.1 of the Refundable Amount, any second Person Fee (described below), and the Monthly Service Fee described in Section 3 entitles you to occupy the Residence for as long as you are capable of living there, and in The Woodlands Inn and/or The Meadows if you are no longer capable of living in the Residence (although you also will pay the Private Pay Rate in The Woodlands Inn and The Meadows as described below), all in accordance with the terms of this Agreement.

1.1.1 Down Payment (Non-Refundable Amount). You will pay a first person down payment of $____ (the "Down Payment") to reserve the Residence when you sign this Agreement. The Down Payment equals Fifteen percent (15 %) of your total Entrance Fee and will become non-refundable as described in Sections 2.1 and 2.2 below.

1.1.2 Refundable Amount. You will pay to us the difference between the total Entrance Fee and the Down Payment, an amount of $_____ (the "Refundable Amount"), upon Occupancy. This amount equals eighty-five percent (85%) of your Entrance Fee and is refundable when you no longer are a resident as described in, and subject to the terms and conditions of, Section 2.2 below.

1.2 Second Person Fee. If there are two of you, you will pay us upon Occupancy an additional second-person fee of $_____ the "Second Person Fee"). The entire Second Person Fee becomes nonrefundable as described in Section 2.2 below.

1.3 One-Time Capital Reserve Fee. At the same time that you pay the Refundable Amount, you will pay us an amount equal to your then-current Monthly Service Fee as a Capital Reserve Fee (as described in Section 3.1). This is a one-time non-refundable charge which we will place in a working capital reserve account to be used by us only for purposes related to Edgewood as described in Section 11.16.

1A. OCCUPANCY DATE

1A.1 Expected Occupancy Date. At the time of signing this Agreement, it is expected that the Residence will be ready for Occupancy by you within sixty (60) days of the Effective Date of this Agreement (i.e. _____, 2026), as that date may be extended by Edgewood in writing for up to an additional thirty (30) day to (i) prepare the Residence for Occupancy, or (ii)

in its discretion to accommodate a request by Resident for more time to prepare for Occupancy (as it may be extended, the "Expected Occupancy Date").

1A.2 Failure by Us to Have Residency Ready for Occupancy. If we are unable to have the Residence ready for your Occupancy by the Expected Occupancy Date, then unless both of us agree in writing to extend the Expected Occupancy Date, this Agreement will be cancelled automatically.

1A.3 Failure by You to Occupy Residence. If we have the Residence ready for your Occupancy by the Expected Occupancy Date and you fail to occupy the Residence for any reason, then unless we agree in writing and at our discretion to extend the Expected Occupancy Date, this Agreement will be cancelled automatically.

2. REPAYMENT OF ENTRANCE PAYMENT.

2.1 Cancellation Prior to Occupancy.

2.1.1 Cancellation Within 15 Days or Failure to Have Residence Ready to Occupy. If prior to Occupancy of the Residence, you change your mind and you give us written notice of cancellation within 15 days following the Effective Date of this Agreement, this Agreement will be cancelled automatically. In such event, or if this Agreement is canceled under Section 1A.2, we will repay the full amount of the Down Payment you have paid, without interest, less any nonstandard charges incurred by us at your request and as described in any addendum to this Agreement, no later than 45 days following the date we receive such notice of cancellation.

2.1.2 Change in Condition. If prior to Occupancy of the Residence, (i) you (either of you if there are two of you) die or become unable to occupy your Residence because of illness, injury or incapacity or (ii) you elect to cancel this Agreement because of a substantial change in your physical, mental or financial condition, then upon our receipt of your written notice by registered or certified mail, this Agreement will be cancelled. In such event, we will repay to you or your legal representative the full amount of the Down Payment you have paid, without interest, less any nonstandard charges incurred by us at your request and as described in any addendum to this Agreement, no later than 45 days following the date we receive such notice of cancellation.

2.1.3 Cancellation Prior to Occupancy for Other Reasons. In all other situations, if you cancel this Agreement prior to Occupancy of the Residence or if it is automatically canceled under Section 1A.3, we will retain as a service fee an amount equal to 1% of your full Entrance Fee and we will repay the balance of your Down Payment, without interest, less any nonstandard charges incurred by us at your request and as described in any addendum to this Agreement, no later than 45 days following the date we receive such notice of cancellation.

2.2 Cancellation After Occupancy. If after you move into the Residence, either of us cancels this Agreement pursuant to Section 7 or 8, or upon the death of the surviving Resident if there are two of you, we will retain an amount equal to 1% of the sum of your Entrance Fee and Second Person Fee (if any) for each full or partial month of residency up to the combined amount of the Down Payment and the Second Person Fee (if any). Partial months will be prorated. If you (or your estate) are entitled to a repayment of your Refundable Amount, we will make the

payment, without interest, no later than 30 days following the re-occupancy of your Residence by the new resident and upon our receipt of the proceeds of the total then-current Entrance Fee paid by the new resident. Re-occupancy of your Residence by a new resident(s), our receipt of the new Entrance Fee, and your departure from Edgewood are conditions which must be met before you have a right to receive a repayment of your Refundable Amount. If you have moved to The Meadows, released your Residence which is re-occupied and we have received the new Entrance Fee as described above, then we will repay your Refundable Amount within 30 days following your death (or the death of the survivor if there are two of you) or other departure from Edgewood. Further, any such repayment amount also will be reduced and offset by the following:

2.2.1 The amount of unreimbursed health care expenses (except the charges for services described in Section 4 of this Agreement) incurred by us for your care during the time you live in The Meadows;

2.2.2 The amount of any Monthly Service Fee or other sums owed by you to us under this Agreement, or incurred by us pursuant to your specific request and set forth in a separate addendum;

2.2.3 The amount of any Monthly Service Fee or other sums deferred by us on your behalf under Section 8.2; and

2.2.4 All sums expended by us to remove alterations and restore your Residence to its original condition, reasonable wear and tear excepted.

3. MONTHLY SERVICE FEE.

3.1 Monthly Service Fee. For so long as you reside in your Residence, you will pay to us each month the current Monthly Service Fee which is $_____ per month for one person and an additional $_____ per month if there are two of you. The Monthly Service Fee is for the services and amenities provided under Section 4. You also will pay a separate Private Pay Rate if you require assisted living services and move to The Woodlands Inn, or if you require nursing services and move to The Meadows. In each instance, the additional Private Pay Rate will be the then current Private Pay Rate charged by The Woodlands Inn or The Meadows, as applicable. The Monthly Service Fee for your Residence will end when you release it for occupancy by someone else as described in Section 6 below.

3.2 Monthly Service Fee Changes. We may adjust the amount of the Monthly Service Fee upon 30 days' written notice if, in our sole discretion, we deem it necessary to meet the financial needs of operating Edgewood or to provide the services to the residents (or without notice if such change in fee is required by local, state, or federal laws or regulations). We will provide you with an explanation of any adjustment to your Monthly Service Fee in the 30-day notice.

The following table shows the frequency and average dollar amount of changes in the Monthly Service Fee over the last 5 years. This is historical information and is not necessarily indicative of changes in the Monthly Service Fee which may be required in the future.

Year	Change in Monthly Fee	Frequency of Change	Average Dollar Increase
2026	3.90%	Annual	$228
2025	4.00%	Annual	$220
2024	3.85%	Annual	$215
2023	3.50%	Annual	$189
2022	3.35%	Annual	$187

3.3 Use of Monthly Fee. The Monthly Service Fee will be used by us only for purposes related to Edgewood.

3.4 Payment. You will pay a pro rata portion of the Monthly Service Fee commencing within ten (10) days of the date of Occupancy. Thereafter, such Monthly Service Fee will be billed and payable each month in advance. Any extra charges for additional services requested by you will be billed and payable each month for the additional services obtained during the preceding month.

3.5 Cancellation of Second Person Monthly Fee. If there are two of you who occupy the Residence and one of you dies or is permanently relocated to the Meadows under Section 6 below, then the second person Monthly Service Fee will cease and the person remaining in the Residence will continue to pay the first person Monthly Fee.

4. SERVICES AND AMENITIES PROVIDED TO ALL RESIDENTS. We will furnish at Edgewood, so long as you reside in the Residence, the following services and amenities, which are included in the Monthly Fee:

4.1 One meal per day from the dining room or Bistro 575;

4.2 Water, sewer, air conditioning, heating and electricity;

4.3 Maintenance and cleaning of the Residence and common spaces;

4.4 Planned in-house activities (social, cultural and recreational) for those who choose to participate;

4.5 Washers and dryers;

4.6 Carpeting (except in kitchen and bath where there will be alternate floor covering);

4.7 Complete kitchen including refrigerator, range/oven, microwave, garbage disposal, and dishwasher;

4.8 Local transportation scheduled by us;

4.9 Twenty-four hour emergency call system and response to your Residence;

4.10 Use of all common areas in Edgewood;

4.11 Common use of uncovered, surface parking; and

4.12 Twenty-four (24) hour security.

5. ADDITIONAL SERVICES PROVIDED FOR AN EXTRA CHARGE. We also will make available at Edgewood, at your request and so long as you reside in a residence at Edgewood, at the then prevailing rates of extra charge:

5.1 Additional meals over those provided in consideration for the Monthly Fee;

5.2 Tray service to your Residence when ordered by the medical director or director of nursing services;

5.3 Additional housekeeping;

5.4 Resident Services (including, but not limited to, such items as assistance with bathing, dressing, transportation, escorting, personal shopping, social day program) as determined by evaluation to be appropriate for you.

5.5 Guest rooms;

5.6 Underground parking;

5.7 Beauty parlor/barber shop;

5.8 Services of the medical director not provided in consideration of the Monthly Fee;

5.9 Assisted living care at The Woodlands Inn and nursing care at The Meadows, as available;

5.10 Certain other services such as medicine, drugs, prescribed therapy, nursing supplies, and other medical and miscellaneous supplies and services, such as those provided at the Rokous Center, associated with medical treatment; and

5.11 Other additional services and amenities as may be provided from time to time.

6. ASSISTED LIVING SERVICES AND NURSING CARE. If, after consultation with our medical director and your attending physician, your family or your personal representative, and you to the extent possible, we determine that you need assisted living services or nursing care, you may be temporarily or permanently assigned to The Woodlands Inn or The Meadows, as appropriate. We will provide you with assisted living services and/or nursing care, as applicable, to the extent of our license and under the remaining provisions of this Section 6.

6.1 Assisted Living. If you relocate to The Woodlands Inn to receive assisted living services, then you agree to sign a separate Residency Agreement: The Woodlands Inn at Edgewood Assisted Living (the "Woodlands Residency Agreement") which will supplement, but not replace, this Agreement. The services you will receive at The Woodlands Inn, the Private Pay Rate that you will pay, and the rights and obligations you will have, will be set forth in the Woodlands Residency Agreement.

6.2 Nursing Care When There is One of You. We will provide nursing care in semiprivate accommodations in The Meadows. You will pay the Private Pay Rate in effect at The Meadows at that time. In addition, you will pay the extra charges for any additional health services as described in Sections 6.5 and 6.6 below. When there is one of you, and you require nursing care on a permanent basis and relocate to The Meadows, then you may release your Residence for occupancy by someone else. At that time, the Monthly Service Fee for your Residence will cease. If you do not release your Residence for occupancy by someone else, then you will continue to pay the Monthly Service Fee for the Residence in addition to The Meadows Private Pay Rate and additional charges described above.

6.3 Permanent Nursing Care When There are Two of You. When there are two of you, and only one of you requires nursing care on a permanent basis and such Resident relocates to The Meadows, then the monthly charge for the person receiving semiprivate nursing care services in The Meadows will be equal to the then current Private Pay Rate for semiprivate nursing services at The Meadows. In addition, the first person Monthly Service Fee for your Residence will continue as before. If both of you require nursing care, then you both will pay the

Private Pay Rate then in effect at the Meadows. If both of you require nursing care on a permanent basis and both of you relocate to The Meadows and release your Residence for occupancy by someone else, then your Monthly Service Fee, including the second person Monthly Service Fee, for the Residence will stop. If you do not release your Residence for occupancy by someone else, then you will continue to pay the Monthly Service Fee for the Residence in addition to The Meadows Private Pay Rate and additional charges described above for each of you.

6.4 Return to Residence. If you have released your Residence because you have moved to The Meadows, and if we determine in consultation with your attending physician that you are later able to return to a residence, we will provide you a residence of the same type as your Residence as soon as one becomes available. Upon reoccupying such Residence, your Monthly Service Fee will be based on the then current Monthly Service Fee for that Residence.

6.5 Additional Health Services. We may also provide additional services and supplies in The Meadows such as therapy, pharmaceutical supplies, offsite dry cleaning, and rental of equipment. These additional services and supplies are not included in the Monthly Service Fee for the Residence or The Meadows Private Pay Rate, but will be available for an extra charge. Extra charges from such additional services will be used by us only for purposes related to Edgewood.

6.6 Medical Director. We will designate a physician licensed to practice medicine in the Commonwealth of Massachusetts as medical director. The medical director may be available to perform services at your own expense. You have the right to choose your own attending physician. You may engage the services of your attending physician at any time at your own expense. We will not be responsible for the charges for medical treatment by the medical director or your attending physician, nor will we be responsible for the charges for medicine, drugs, prescribed therapy, nursing supplies and similar additional services and supplies. If we incur or advance charges for your medical treatment or for medicine, drugs, prescribed therapy, nursing supplies and similar additional services and supplies (even though such medical care is given at the direction of your attending physician or the medical director without your prior approval), you will promptly reimburse us for such charges.

6.7 Supplemental Insurance. You will maintain Medicare Part A, Medicare Part B, and one supplemental health insurance policy or equivalent insurance coverage acceptable to us to assure your ability to fully cover a Medicare-qualified stay in The Meadows, and shall furnish to us such evidence of coverage as we may from time to time request. Such supplemental insurance should cover Medicare co-insurance and deductibles. Should your supplemental health insurance or equivalent coverage not fully cover a Medicare-qualified stay in The Meadows, or should you fail to purchase supplemental health insurance or equivalent coverage to fully cover a Medicare-qualified stay in The Meadows, you shall be financially responsible for paying deductibles, co-insurance amounts, and any other charges for each Medicare-qualified admission and stay in The Meadows. If failure to maintain Medicare Part A, Medicare Part B, or supplemental health insurance causes depletion of your resources and impairs your ability to meet your financial obligations, we need not defer your financial obligations to us and we retain the right to revoke your right

to reside at Edgewood and cancel this Agreement as provided in Section 8.

6.8 Managed Care. If you have chosen to participate in a managed care program as an alternative to Medicare Part A, Medicare Part B, and supplemental insurance coverage, then the terms governing nursing care in The Meadows will be as follows:

6.8.1 Participating Provider. If The Meadows is a participating provider with your managed care program and your stay is a Medicare-qualified stay, we agree to accept, as full payment, reimbursement at the rate negotiated with your managed care program.

6.8.2 Not a Participating Provider. If The Meadows is not a participating provider with your managed care program and you choose to receive health care services at a managed care participating provider, during a Medicare-qualified stay, then you agree that you must relocate for as long as necessary for those services to be provided, and be responsible for all charges for those health care services. In addition, while receiving health care services at the managed care participating provider, you agree that unless this Agreement is cancelled, you will continue to pay the Monthly Service Fee for your Residence.

6.8.3 Negotiated Managed Care Rate. If The Meadows is not a participating provider in your managed care program and your stay is a Medicare-qualified stay, we will attempt to negotiate an acceptable reimbursement rate with your managed care program. If we are able to negotiate an acceptable rate, we agree to accept as full payment the rate provided by your managed care program.

6.8.4 No Negotiated Managed Care Rate. If The Meadows is not a participating provider in your managed care program and a negotiated rate is not agreed upon and you would still like to receive health care in The Meadows during a Medicare-qualified stay, then you agree to pay the Private Pay Rate for your care in The Meadows, the charges for medicine, drugs, prescribed therapy, medical treatment by physicians, nursing supplies, and other medical and miscellaneous supplies and services associated with medical treatment, in addition to continuing to pay the Monthly Service Fee for your Residence.

6.8.5 Post Medicare-Qualified Stay. At the conclusion of each such Medicare-qualified stay, you will be entitled to health care in The Meadows in accordance with the terms of this Agreement other than as provided in this Section 6.8.

6.9 Alternate Accommodations. Should you need nursing care, this care will be provided in The Meadows. In the event The Meadows is fully occupied, you will be provided nursing care in another nursing care facility. Such health care accommodations may be provided in a semiprivate room unless a private room is medically necessary. Whether a private room qualifies as a medical necessity will be determined by us, in consultation with your attending physician, your family or your personal representative, and you to the extent possible. You will pay for all nursing care and other services at the alternative nursing facility, but if the daily rate charged by such facility is higher than the Private Pay Rate at The Meadows, then we will reimburse you for the difference. You agree to relocate to The Meadows when a bed becomes available.

6.10 Absence from Edgewood. In the event you are absent from Edgewood or you

choose to receive care at another health care facility not designated by Edgewood, we shall not be responsible for health care charges incurred or credits provided for your care at that facility.

6.11 Health Center Admission Agreement. If you require nursing care in The Meadows, you agree to execute a separate Health Center Admission Agreement to be signed by you and us.

6.12 Nonresident Use of The Meadows. We intend to offer nursing services in The Meadows to qualified nonresidents for a fee to the extent beds are available. Residents will be given priority over nonresidents for admissions to The Meadows, and our policy will be to reserve beds for resident emergencies. Fees from qualified nonresidents will be used only for purposes related to Edgewood.

6.13 Non-Reimbursement of Entrance Fee. If you (or both of you, if there are two of you) are permanently assigned to The Meadows, this does not qualify you for immediate reimbursement of your Entrance Fee. Repayment of your Entrance Fee will be as outlined in Section 2.2 of this Agreement.

7. YOUR CANCELLATION RIGHTS.

7.1 Prior to Occupancy. You may cancel this Agreement for any reason at any time by giving us written notice of cancellation signed by you (both of you if there are two of you). If you give such notice prior to your Occupancy of Edgewood, the cancellation will be effective and your Down Payment will be handled as described in Section 2.1 above.

7.2 After Occupancy. After you assume Occupancy, you may cancel this Agreement at any time by giving us 120 days' advance written notice signed by you (both of you, if there are two of you). You will continue to pay your Monthly Service Fee until the later of (i) the expiration of such 120 day notice period, or (ii) your vacancy of the Residence or The Meadows, and removal of all your furniture and other property from the Residence. If removal of your furniture and other property is not accomplished, we may remove and store your furniture and other property at the expense and risk of you or your estate. This Agreement will cancel on the later of (i) 120 days following the date you give us written notice of cancellation or (ii) the date you vacate your Residence or The Meadows and remove all your furniture and other property. Your Entrance Payment will be repaid in accordance with Section 2.2 above.

Upon your death (if there are two of you, the death of the survivor), you will continue to pay your Monthly Service Fee until the later of (i) your death (if there are two of you, the death of the survivor) or (ii) your vacancy of the Residence or The Meadows, and the removal of all your furniture and other property. If removal of your furniture and other property is not accomplished within 30 days of your death (or the death of the survivor, if there are two of you), we may remove and store your furniture and other property at the expense and risk of you or your estate. This Agreement will cancel on the later of (i) your death (if there are two of you, the death of the survivor) or (ii) the date you vacate your Residence, or The Meadows and remove all your furniture and other property. Your Entrance Payment will be repaid in accordance with Section 2.2 above.

8. OUR CANCELLATION RIGHTS.

8.1 Just Cause. After we have accepted you for residency, we will not cancel

this Agreement except for just cause. Just cause is defined as:

8.1.1 Nonpayment. Except as set forth below, nonpayment of fees or charges;

8.1.2 Threat to Health or Safety. Health status or behavior which constitutes a threat to the health or safety of yourself, other residents, or others including your refusal to consent to relocation, or which would result in physical damage to the property of others;

8.1.3 Change in Condition. There is a major change in your physical or mental condition and your condition cannot be cared for in The Meadows within the limits of our license; or

8.1.4 Noncompliance. You do not comply with the terms of this Agreement or the published operating procedures, covenants, rules, regulations, and policies now existing or later adopted by us.

8.2 Financial Difficulty. If after you have paid the Entrance Payment and one-time Capital Reserve Fee you encounter financial difficulties making it impossible for you to pay the full Monthly Fee and extra charges appropriate for the Residence or for nursing care in The Meadows, then:

8.2.1 Modification of Monthly Fee. You will be permitted to remain at Edgewood for 120 days after the date of failure to pay, during which time you shall continue to pay a reduced Monthly Service Fee based on your current income so long as (i) you establish facts to justify deferral of the usual charges, (ii) deferment of such charges can, in our sole discretion, be granted without impairing our ability to operate Edgewood on a sound financial basis for the benefit of other residents, and (iii) you have not impaired your ability to meet your financial obligations as described in Section 8.2.2; and

8.2.2 Terms of Stay. Because it is and shall be our declared policy to operate as a nonprofit organization, we will not cancel your residency solely because of your financial inability to pay the full Monthly Fee. You shall be permitted to remain at Edgewood at a reduced Monthly Service Fee based on your ability to pay for so long as you establish facts to justify deferral of the usual charges, and when deferment of such charges can, in our sole discretion, be granted without impairing our ability to operate Edgewood on a sound financial basis for the benefit of other residents. This provision shall not apply if you have impaired your ability to meet your financial obligations hereunder by making unapproved gifts or other transfers. To evidence these agreements based on the circumstances at the time, you agree to enter into a special hardship agreement with us at the time of any such deferrals, to reflect the reduced charges currently payable and the interest rate to be applied to the deferrals, and to provide us with a perfected first security interest in your repayment rights. Any payments otherwise due to you from us, including your repayment rights, will be offset against any such deferred charges.

8.3 Notice of Cancellation. Prior to any cancellation of this Agreement by us, we will give you notice in writing of the reasons. You will have 30 days after this notice within which the problem may be corrected. If we determine that the problem is not corrected within such time, you must leave Edgewood within 30 days after we notify you of our determination. You will continue to pay the Monthly Service Fee and any extra charges you incur until removal of your furniture and other property from the Residence has occurred. If removal of your

furniture and other property is not accomplished within 30 days, we may remove and store your furniture and other property at the expense and risk of you or your estate. This Agreement will cancel upon removal of your furniture and other property from the Residence. Your Entrance Payment will be repaid in the amount and in the manner described in Section 2.2 above.

8.4 Emergency Cancellation. Notwithstanding the above, if we or the medical director determine that either the giving of notice or the waiting period described above might be detrimental to you or others, then such notice and/or waiting period shall not be required before relocation to an appropriate hospital or other appropriate facility. Under such circumstances, we are expressly authorized to transfer you to a hospital or other appropriate facility, and we will promptly notify your family or your personal representative and your attending physician. After transferring you to such hospital or other facility, we will provide you with a notice of cancellation if you will be unable to return to The Meadows or to Edgewood.

We are not responsible for any charges related to such transfer or relocation. You will continue to pay the Monthly Service Fee and any extra charges you incur until removal of your furniture and other property. If removal of your furniture and other property is not accomplished, we may remove and store your furniture and other property at the expense and risk of you or your estate. This Agreement will cancel upon the removal of your furniture and other property from the Residence. Your Entrance Payment will be repaid in accordance with Section 2.2 above.

If there are two of you under this Agreement and one of you is transferred to a hospital or other appropriate facility under the circumstances described in this section, the other of you may continue to occupy the Residence or The Meadows under the terms of this Agreement.

9. MISCELLANEOUS PROVISIONS WITH RESPECT TO YOUR RESIDENCE.

9.1 License for Use of the Residence. The Residence is for living only and shall not be used for carrying on any business or profession, nor in any manner which violates zoning or other land use restrictions. This Agreement is not a lease, and grants you only a license to the lifetime use of the Residence and other amenities of Edgewood and to available services, subject to the terms and conditions of this Agreement.

9.2 Duration of Your Right to Occupy the Residence. You may reside in your Residence for as long as you (or either of you, if there are two of you) live, unless you (or both of you) are not capable of independent living, or this Agreement is cancelled by you or by us. If after consultation with our medical director, your attending physician, your family or your personal representative, and you to the extent possible, we determine that your physical or mental health requires that you require assisted living services or nursing care, you agree to relocate to The Woodlands Inn or the Meadows, as applicable, where we are licensed to provide such care and accommodations as provided in Section 6.

9.3 Occupants of the Residence. Except as hereinafter provided, no person other than you (or both of you, if there are two of you) may occupy the Residence except with our express written approval. In the event that a second person who is not a party to this Agreement wishes to be accepted for residency under this Agreement after the date

we sign this Agreement, you shall pay the then current second person Entrance Payment as determined by us, and each month thereafter you shall pay the then current additional Monthly Service Fee for second persons. If such second person does not meet the requirements for residency, such second person will not be permitted to live in the Residence for more than 30 days (except with our express written approval), and you may cancel this Agreement as provided in Section 7.

9.4 Emergency Entry and Relocation. We may enter your Residence should it be necessary in an emergency to protect your health, safety or property of yourself or other residents. If it is necessary to modify facilities to meet requirements of any applicable law or regulation that necessitates temporary vacation of your Residence, we will provide alternate facilities for you without extra charge within or outside Edgewood. Further, if relocation is recommended by the medical director or your attending physician, we will request that you relocate to another residence within Edgewood or to The Meadows for the protection of your health and safety, or the health or safety of the other residents of Edgewood.

9.5 Furnishings. Furnishings within the Residence will not be provided by us except as stated in Section 4. Furnishings provided by you shall not be such as to interfere with the health, safety or general welfare of yourself, other residents, or others.

9.6 Alterations by You. You may not undertake any alterations to your Residence without our prior written approval.

9.7 Refurbishment. Customary and normal refurbishment charges for your Residence will be borne by all residents of Edgewood. Any necessary refurbishment charges beyond those that are customary and normal will be paid by you.

9.8 Right to Deduct. Edgewood reserves the right to deduct from the return of capital refund any costs to reverse any alterations made that are not considered an Edgewood standard.

9.9 Guests. No one other than you (both of you, if there are two of you) shall have a right of occupancy in the Residence without the prior consent of the Executive Director, unless otherwise permitted pursuant to guest policies established by us. The intent of the policies is to permit stays of short duration by your guests where such stays shall not, in the opinion of the Executive Director, adversely affect the operation of Edgewood or be inconsistent with the welfare of other residents.

10. AMENDMENTS.

10.1 This Agreement. This Agreement may be amended by agreement of the parties to this Agreement. No amendment of this Agreement shall be valid unless in writing and signed by you and us.

10.2 Compliance with Laws. This Agreement may be modified unilaterally by us at any time in order to comply with applicable laws or regulations.

11. MISCELLANEOUS LEGAL PROVISIONS.

11.1 Governing Law. This Agreement will be governed, interpreted, and construed according to the laws of the Commonwealth of Massachusetts and will become effective upon acceptance and execution by us. The Glossary, which sets forth the definitions of certain terms used in this Agreement, is by

this reference incorporated herein and made a part of this Agreement.

11.2 Separability. The invalidity of any restriction, condition, or other provision of this Agreement, or any part of the same, shall not impair or affect in any way the validity or enforceability of the rest of this Agreement.

11.3 Capacity. This Agreement has been executed on our behalf by our duly authorized agent, and no officer, director, agent, or employee shall have any personal liability to you hereunder under any circumstances. This Agreement will become effective upon acceptance and execution by us.

11.4 Resident. When Resident consists of more than one person, the rights and obligations of each are joint and several, except as the context otherwise requires.

11.5 Nature of Rights. You understand and agree that (i) this Agreement or your rights (including the use of the Residence) may not be assigned and no rights or benefits under this Agreement shall inure to the benefit of your heirs, legatees, assignees, or representatives, except for your repayment rights; (ii) this Agreement and your contractual right to occupy the Residence shall exist and continue to exist during your lifetime unless cancelled as provided herein; (iii) this Agreement grants you a revocable license to occupy and use space in Edgewood but does not give you exclusive possession of the Residence as against us, and you shall not be entitled to any rights of specific performance but shall be limited to such remedies as set forth herein; (iv) this Agreement is not a lease or easement and does not transfer or grant you any interest in real property; and (v) this Agreement grants to us complete decision-making authority regarding the management and operation of Edgewood and in the determination of the Monthly Fee, Entrance Payment and other charges.

11.6 Release. We are not responsible for loss of or damage to your personal property, and you hereby release us from any such liability. You may want to obtain at your own expense insurance to protect against such losses.

11.7 Indemnity. We will not be liable for, and you agree to indemnify, defend, and hold us harmless from claims, damages, and expenses, including attorneys' fees and court charges, resulting from any injury or death to persons and any damages to property to the extent caused by, resulting from, attributable to, or in any way connected with your negligent or intentional act or omission, or that of your guests.

11.8 Entire Agreement. This Agreement and any addenda or exhibits hereto contain our entire understanding with respect to your residency.

11.9 Non-Waiver. If we fail to insist in any instance upon performance of any of the terms, covenants, or conditions of this Agreement, it shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, but your obligations with respect to such future performances shall continue in full force and effect.

11.10 Subordination. You agree that all your rights under this Agreement shall at all times be subordinate and junior to the lien of all mortgages or other documents creating liens encumbering Edgewood, which have been or will be executed by us. Upon request, you agree to execute, acknowledge and deliver to such lender or lenders such

further written evidence of such subordination as such lenders may reasonably require. Except to the extent of your obligations to pay the Entrance Payment, Monthly Fee, extra charges, or any other charges under this Agreement, you will not be liable for any such indebtedness.

11.11 Residents' Association. Residents shall have the right to organize and operate a Residents' Association at Edgewood and to meet privately to conduct business of the Residents' Association. It is our policy to encourage the organization and operation of a Residents' Association.

11.12 Reimbursement of Charges. You agree to reimburse us for any charges we incur to collect any unpaid amounts you owe to us under this Agreement.

11.13 Arbitration. You agree that any dispute, claim, or controversy of any kind between you and us arising out of, in connection with, or relating to this Agreement and any amendment hereof, or the breach hereof, which cannot be resolved by mutual agreement or in small claims court, will be submitted to and determined by arbitration in North Andover, Massachusetts in accordance with the Federal Arbitration Act and the then current commercial arbitration rules of the Federal Arbitration Act. You and we will jointly agree on an arbitrator and the arbitrator will be selected according to the procedure set forth in state law, if applicable. In reaching a decision, the arbitrator shall prepare findings of fact and conclusions of law. Any direct arbitration costs incurred by you will be borne by you. Costs of arbitration, including our legal costs and attorneys' fees, arbitrators' fees, and similar costs, will be borne by all residents of Edgewood provided that the arbitrator may choose to award the costs of arbitration against us if the arbitrator determines that the proposed resolution urged by us was not reasonable. If the issue affects more than one resident, we may elect to join all affected residents into a single arbitration proceeding, and you hereby consent to such joinder.

You may withdraw your agreement to arbitrate within 30 days after signing this Agreement by giving written notice of your withdrawal to us. This arbitration clause binds all parties to this Agreement and their spouses, heirs, representatives, executors, administrators, successors, and assigns, as applicable. After cancellation of this Agreement, this arbitration clause shall remain in effect for the resolution of all claims and disputes that are unresolved as of that date.

11.14 Your Representations. By executing this Agreement you represent and warrant to us the following:

11.14.1 You will be at least 62 years of age, or will be residing with a resident of Edgewood who is at least 62 years of age;

11.14.2 You are capable of living in a residence;

11.14.3 You have assets and income which are sufficient under foreseeable circumstances and after provision for payment of your obligations under this Agreement to meet your ordinary and customary living expenses after you move into Edgewood (this is a requirement of entrance, unless waived by us in writing and after full disclosure by you of the circumstances);

11.14.4 All written representations made to us with respect to such matters by you or on your behalf on the Confidential Data Application, and all facts stated by you

in your application for residency or otherwise are true and complete; and

11.14.5 You have not made any gift of your property in contemplation of signing this Agreement.

11.15 Our Representations. We represent and warrant to you that we are a nonprofit corporation organized for the purpose of owning and operating Edgewood.

11.16 Reserve Account. To provide reserve funding and security to enable us to fully perform our obligations under this Agreement, we have established a Capital Reserve Account pursuant to Section 1.2, and we will establish any other reserves required by law as it may be amended from time to time. The reserves are invested under our control and direction in investments that are dedicated to the support and financial security of Edgewood. Upon the advice of Edgewood's professional registered investment advisor, which currently is Prime Buchholz & Associates, the amounts in the reserve account will be invested in accordance with Edgewood's investment policy, which presently requires 30% of its investments to be in fixed debt obligations of the United States or its agencies (or in shares of a registered investment company which holds a portfolio of such securities) in such certificates of deposit, commercial paper, U.S. government paper, or other similar investments, 60% in equities, and remaining 10% in real assets.

11.17 Adjustments for Absences. No fee adjustments for your absences from Edgewood will be made, except at our sole discretion.

11.18 Personal Representative. You agree to execute and deliver to us at or before assuming residency in your Residence a Durable Power of Attorney, trust documents, or other documentation naming a personal representative for personal and financial decision-making. These documents should be drafted to remain effective notwithstanding your incompetence or disability, in form acceptable to us. You shall keep such instrument in effect as long as this Agreement is in effect. The person named as your representative shall not be a person employed by us or any other entity engaged in the management of Edgewood.

11.19 Private Employees of Resident. If you need additional services, you can obtain these needed services from a private employee, an independent contractor, or through an agency ("Personal Service Provider"). In such instances, we strongly advise you to obtain these needed services from a licensed and/or certified home health agency. In any event, you must comply with our policy regarding Personal Service Providers and ensure that your private employee, independent contractor, or person you employ through an agency complies with our policies and rules of conduct set forth in a personal service provider policy. If you fail to follow or enforce the policies and rules set forth in the policy, then we may elect at our sole option to terminate this Agreement.

11.20 Notices. Any notice required to be given to us under this Agreement shall be in writing and sent certified mail or hand-delivered to the Executive Director of Edgewood at 575 Osgood Street, North Andover, Massachusetts 01845.

11.21 Transfers. We may sell or transfer our interest in Edgewood provided the buyer shall agree to assume this Agreement and all other existing residency agreements. Upon the assumption of this Agreement by a buyer of Edgewood and buyer's agreement to perform this Agreement and all other agreements, we will have no

further obligation hereunder. Your signature hereto constitutes your consent and approval of any such future transaction.

11.22 Survival of Representations and Obligations. Your representations and obligations under this Agreement, including but not limited to, your obligation to pay all sums owed by you to us, and your agreement to indemnify us as set forth in Section 11.7, and our representations and obligations under this Agreement, shall survive any cancellation or termination of your residency in Edgewood, regardless of the reason for such cancellation or termination and regardless of whether it is initiated by you or by us.

11.23 Acknowledge of Receipt of Documents. You certify that you received a copy of this Agreement and a copy of our most current Disclosure Statement, and had an opportunity to discuss it with your family and/or advisors, prior to signing this Agreement.

Executed at North Andover, Massachusetts by both parties as of the _____ day of _____, 2026 (the "Effective Date")

_____

RESIDENT

_____

WITNESS

_____

RESIDENT

_____

WITNESS

EDGEWOOD RETIREMENT COMMUNITY, INC.
d/b/a Edgewood

By _____
Authorized Representative

Residence Type: _____
Residence Number: #
Down Payment: $
Balance Payment: $
Monthly Fee: $





EXHIBIT D:

RETURN of CAPITAL ™ RESIDENCY AGREEMENT – HYBRID TYPES A/C



RETURN-OF-CAPITAL™ RESIDENCY AGREEMENT

HYBRID TYPES A/C

4/1/2026

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GLOSSARY

The following described terms are used in the accompanying Agreement. Reference to the Agreement and the context in which the terms are used is recommended to provide a fuller understanding of each of the terms.

"Agreement" refers to this Residency Agreement.

"Capital Reserve Fee" refers to the one-time non-repayable fee identified in Section 1.3 of the Agreement.

"Down Payment" refers to the portion of the Entrance Fee paid to us when you apply for a Residence and before it is ready for Occupancy.

"Edgewood" refers to the life care senior living community known as Edgewood, including all residences (cottages and apartments), The Woodlands Inn, The Meadows, and all common areas.

"Effective Date" refers to the date on which we counter-sign this Agreement as set forth on the signature page.

"Entrance Fee" refers to the total of the Down Payment and the Refundable Amount identified in Section 1.1 of the Agreement and is payable in consideration for your Residence in Edgewood and for a room in The Woodlands Inn or The Meadows should you be transferred under Section 6 of the Agreement.

"Monthly Service Fee" refers to the Monthly Service Fee identified in Section 3.1 of the Agreement, which is payable in consideration for the services and amenities provided to all residents occupying a Residence.

"Occupancy" refers to the earlier of (i) the date Resident moves, or the Resident's personal property is moved, into Edgewood, or (ii) when, on or before the Expected Occupancy Date described in Section 1A.1 below, the Resident acknowledges in writing its acceptance and intention to occupy the Residence, pays the Refundable Amount, and begins paying the Monthly Service Fee.

"Non-Refundable Amount" refers to the portion of the Entrance Fee which we will retain, and which equals the Down Payment subject to adjustments described in Sections 2.1 and 2.2 of the Agreement.

"Private Pay Rate" refers to the rate charged for assisted living services and accommodations at The Woodland Inn, or the rate charged for nursing care at The Meadows.

"Refundable Amount" refers to the portion of the Entrance Fee paid to us when you begin Occupancy of your Residence. This also represents the refundable portion of your Entrance Fee, subject to adjustments described in Sections 2.1 and 2.2 of the Agreement.

"Residence" refers to the apartment or cottage at Edgewood identified in Section 1.1 of the Agreement, which you are entitled to occupy in exchange for paying the Entrance Fee and the Monthly Service Fee pursuant to the Agreement.

"Resident" or "you" refers to the person or persons who sign the Agreement as Resident. Sometimes a second Resident (if there are two of you) is referred to in the Agreement as the "second person." Unless otherwise indicated, "you" refers to both of you if there are two of you.

"Second Person Fee" refers to the non-refundable fee for a second person payable upon Occupancy in addition to the Entrance Fee, as described in Section 1.2 of the Agreement.

"The Meadows" refers to the facility forming a part of Edgewood that provides private or semiprivate nursing accommodations for nursing care as identified in Section 6 of the Agreement.

"The Woodlands Inn" refers to the facility forming a part of Edgewood that is a certified Assisted Living Residence and provides assisted living services and accommodations as described in Section 6.1 of the Agreement.

“Type A Resident” refers to the one of you who qualifies for residency under our health requirements and is entitled to the benefits under a Type A Residency Agreement as described in this Agreement.

“Type C Resident” refers to the one of you who did not meet our health requirements but has been offered the benefits of a Type C Residency Agreement as a reasonable accommodation as described in this Agreement.

"We," "our," or "us" refers to Edgewood Retirement Community, Inc., a nonprofit Massachusetts corporation, which is the owner and operator of Edgewood.

EDGEWOOD RETIREMENT COMMUNITY, INC.
RETURN-OF-CAPITAL™ RESIDENCY AGREEMENT – HYBRID TYPES A/C

THIS RESIDENCY AGREEMENT ("Agreement") is by and between Edgewood Retirement Community, Inc. (hereafter "we," "our," or "us"), the owner and operator of Edgewood, a life care senior living community located at 575 Osgood Street, North Andover, Massachusetts (hereafter "Edgewood") and _____ the "Resident" or "you"). This Agreement describes the terms of your residency at Edgewood, and each of our respective rights and obligations.

PREAMBLE:

This Agreement if referred to as a Hybrid Type A/C Residency Agreement because one of you has not qualified for a Type A Residency Agreement because of health conditions, but is being offered residency at Edgewood under the terms of a Type C Residency Agreement as a reasonable accommodation. The primary difference between a Type A Residency Agreement and a Type C Residency Agreement is that under a Type C arrangement, the resident must pay the Private Pay Rate if assisted living and/or nursing care services are needed. Under a Type A arrangement, the resident receives assisted living and/or nursing care for the continued payment of the Monthly Service Fee and some additional charges, as explained below. When appropriate, this Hybrid Type A/C Residency Agreement will describe the different rights and obligations of the Type A Resident and the Type C Resident as identified below:

TYPE A RESIDENT: _____

TYPE C RESIDENT: _____

1. ENTRANCE FEE(S) AND ONE-TIME CAPITAL RESERVE FEE.

1.1 Entrance Fee. To establish your residence in Edgewood, in accordance with all the terms of this Agreement, you will pay to us an Entrance Fee of $_____. Your Entrance Fee is comprised of two components described below: (i) the Down Payment; and (ii) the Refundable Amount. When you pay us your Down Payment described in Section 1.1.1 below, we will reserve for you Edgewood Apartment/House_____(the "Residence"). Your payment prior to the Expected Occupancy Date described in Section 1A.1 of the Refundable Amount, any second Person Fee (described below), and the Monthly Service Fee described in Section 3 entitles you to occupy the Residence for as long as you are capable of living there, and in The Woodlands Inn and/or The Meadows if you are no longer capable of living in the Residence (although the Type C Resident also will pay the Private Pay Rate in The Woodlands Inn and The Meadows as described below), all in accordance with the terms of this Agreement.

1.1.1 Down Payment (Non-Refundable Amount). You will pay a first person down payment of $_____(the "Down Payment") to reserve the Residence when you sign this Agreement. The Down Payment equals Fifteen Percent (15%) of your total Entrance Fee and will become non-refundable as described in Sections 2.1 and 2.2 below.

1.1.2 Refundable Amount. You will pay to us the difference between the total Entrance Fee and the Down Payment, an amount of $_____ (the

"Refundable Amount"), upon Occupancy. This amount equals Eighty-Five Percent (85%) of your Entrance Fee and is refundable when you no longer are a resident as described in, and subject to the terms and conditions of, Section 2.2 below.

1.2 Second Person Fee. If there are two of you, you will pay us upon Occupancy an additional second-person fee of $ _____the ("Second Person Fee"). The entire Second Person Fee becomes nonrefundable as described in Section 2.2 below.

1.3 One-Time Capital Reserve Fee. At the same time that you pay the Refundable Amount, you will pay us an amount equal to your then-current Monthly Service Fee as a Capital Reserve Fee (as described in Section 3.1). This is a one-time non-refundable charge which we will place in a working capital reserve account to be used by us only for purposes related to Edgewood as described in Section 11.16.

1A. OCCUPANCY DATE

1A.1 Expected Occupancy Date. At the time of signing this Agreement, it is expected that the Residence will be ready for Occupancy by you within sixty (60) days of the Effective Date of this Agreement (i.e._____ _____, 2026), as that date may be extended by Edgewood in writing for up to an additional thirty (30) day to (i) prepare the Residence for Occupancy, or (ii) in its discretion to accommodate a request by Resident for more time to prepare for Occupancy (as it may be extended, the "Expected Occupancy Date").

1A.2 Failure by Us to Have Residency Ready for Occupancy. If we are unable to have the Residence ready for your Occupancy by the Expected Occupancy Date, then unless both of us agree in writing to extend the Expected Occupancy Date, this Agreement will be cancelled automatically.

1A.3 Failure by You to Occupy Residence. If we have the Residence ready for your Occupancy by the Expected Occupancy Date and you fail to occupy the Residence for any reason, then unless we agree in writing and at our discretion to extend the Expected Occupancy Date, this Agreement will be cancelled automatically.

2. REPAYMENT OF ENTRANCE PAYMENT.

2.1 Cancellation Prior to Occupancy.

2.1.1 Cancellation Within 15 Days or Failure to Have Residence Ready to Occupy. If prior to Occupancy of the Residence, you change your mind and you give us written notice of cancellation within 15 days following the Effective Date of this Agreement, this Agreement will be cancelled automatically. In such event, or if this Agreement is canceled under Section 1A.2, we will repay the full amount of the Down Payment you have paid, without interest, less any nonstandard charges incurred by us at your request and as described in any addendum to this Agreement, no later than 45 days following the date we receive such notice of cancellation.

2.1.2 Change in Condition. If prior to Occupancy of the Residence, (i) you (either of you if there are two of you) die or become unable to occupy your Residence because of illness, injury or incapacity or (ii) you elect to cancel this Agreement because of a substantial change in your physical, mental or financial condition, then upon our receipt of your written notice by registered or certified mail, this Agreement will be cancelled. In such event, we will repay to

you or your legal representative the full amount of the Down Payment you have paid, without interest, less any nonstandard charges incurred by us at your request and as described in any addendum to this Agreement, no later than 45 days following the date we receive such notice of cancellation.

2.1.3 Cancellation Prior to Occupancy for Other Reasons. In all other situations, if you cancel this Agreement prior to Occupancy of the Residence or if it is automatically canceled under Section 1A.3, we will retain as a service fee an amount equal to 1% of your full Entrance Fee and we will repay the balance of your Down Payment, without interest, less any nonstandard charges incurred by us at your request and as described in any addendum to this Agreement, no later than 45 days following the date we receive such notice of cancellation.

2.2 Cancellation After Occupancy. If after you move into the Residence, either of us cancels this Agreement pursuant to Section 7 or 8, or upon the death of the surviving Resident if there are two of you, we will retain an amount equal to 1% of the sum of your Entrance Fee and Second Person Fee (if any) for each full or partial month of residency up to the combined amount of the Down Payment and the Second Person Fee (if any). Partial months will be prorated. If you (or your estate) are entitled to a repayment of your Refundable Amount, we will make the payment, without interest, no later than 30 days following the re-occupancy of your Residence by the new resident and upon our receipt of the proceeds of the total then-current Entrance Fee paid by the new resident. Re-occupancy of your Residence by a new resident(s), our receipt of the new Entrance Fee, and your departure from Edgewood are conditions which must be met before you have a right to receive a repayment of your Refundable Amount. If you have moved to The Meadows, released your Residence which is re-occupied and we have received the new Entrance Fee as described above, then we will repay your Refundable Amount within 30 days following your death (or the death of the survivor if there are two of you) or other departure from Edgewood. Further, any such repayment amount also will be reduced and offset by the following:

2.2.1 The amount of unreimbursed health care expenses (except the charges for services described in Section 4 of this Agreement) incurred by us for your care during the time you live in The Meadows;

2.2.2 The amount of any Monthly Service Fee or other sums owed by you to us under this Agreement, or incurred by us pursuant to your specific request and set forth in a separate addendum;

2.2.3 The amount of any Monthly Service Fee or other sums deferred by us on your behalf under Section 8.2; and

2.2.4 All sums expended by us to remove alterations and restore your Residence to its original condition, reasonable wear and tear excepted.

3. MONTHLY SERVICE FEE.

3.1.A Monthly Service Fee for Type A Resident Only.

You will pay to us each month the current Monthly Service Fee which is $_____ per month. The Monthly Service Fee is for the services and amenities provided under Section 4.

3.1.C Monthly Service Fee for Type C Resident Only.

For so long as you reside in your Residence, you will pay to us each month the current Monthly Service Fee which is $_____ per month. The Monthly Service Fee is for the services and amenities provided under Section 4. You also will pay a separate Private Pay Rate if you require assisted living services and move to The Woodlands Inn, or if you require nursing services and move to The Meadows. In each instance, the additional Private Pay Rate will be the then current Private Pay Rate charged by The Woodlands Inn or The Meadows, as applicable. The Monthly Service Fee for your Residence will end when you move to The Woodlands Inn or The Meadows.

3.2 Monthly Service Fee Changes. We may adjust the amount of the Monthly Service Fee upon 30 days' written notice if, in our sole discretion, we deem it necessary to meet the financial needs of operating Edgewood or to provide the services to the residents (or without notice if such change in fee is required by local, state, or federal laws or regulations). We will provide you with an explanation of any adjustment to your Monthly Service Fee in the 30-day notice.

The following table shows the frequency and average dollar amount of changes in the Monthly Service Fee over the last 5 years. This is historical information and is not necessarily indicative of changes in the Monthly Service Fee which may be required in the future.

Year	Change in Monthly Fee	Frequency of Change	Average Dollar Increase
2026	3.90%	Annual	$228
2025	4.00%	Annual	$220
2024	3.85%	Annual	$215
2023	3.50%	Annual	$189
2022	3.35%	Annual	$187

3.3 Use of Monthly Fee. The Monthly Service Fee will be used by us only for purposes related to Edgewood.

3.4 Payment. You will pay a pro rata portion of the Monthly Service Fee commencing within ten (10) days of the date of Occupancy. Thereafter, such Monthly Service Fee will be billed and payable each month in advance. Any extra charges for additional services requested by you will be billed and payable each month for the additional services obtained during the preceding month.

3.5 Cancellation of Second Person Monthly Fee. If there are two of you who occupy the Residence and one of you dies or is permanently relocated to the Meadows under Section 6 below, then the second person Monthly Service Fee will cease and the person remaining in the Residence will continue to pay the first person Monthly Fee.

4. SERVICES AND AMENITIES PROVIDED TO ALL RESIDENTS. We will furnish at Edgewood, so long as you reside in the Residence, the following services and amenities, which are included in the Monthly Fee:

4.1 One meal per day from the dining room or Bistro 575;

4.2 Water, sewer, air conditioning, heating and electricity;

4.3 Maintenance and cleaning of the Residence and common spaces;

4.4 Planned in-house activities (social, cultural and recreational) for those who choose to participate;

4.5 Washers and dryers;

4.6 Carpeting (except in kitchen and bath where there will be alternate floor covering);

4.7 Complete kitchen including refrigerator, range/oven, microwave, garbage disposal, and dishwasher;

4.8 Local transportation scheduled by us;

4.9 Twenty-four hour emergency call system and response to your Residence;

4.10 Use of all common areas in Edgewood;

4.11 Common use of uncovered, surface parking; and

4.12 Twenty-four (24) hour security.

4A. SERVICES AND AMENITIES PROVIDED TO TYPE A RESIDENT ONLY. We will furnish to only the Type A Resident at Edgewood the following services and amenities, which are included in the Monthly Service Fee:

4A.1 Nursing care in a semiprivate room at The Meadows, as specified in Section 6; and

4A.2 Assisted living care at The Woodlands Inn (with a monthly fee of $1,000 *in addition to* the Monthly Service Fee), as specified in Section 6.

5. ADDITIONAL SERVICES PROVIDED FOR AN EXTRA CHARGE. We also will make available at Edgewood, at your request and so long as you reside in a residence at Edgewood, at the then prevailing rates of extra charge:

5.1 Additional meals over those provided in consideration for the Monthly Fee;

5.2 Tray service to your Residence when ordered by the medical director or director of nursing services;

5.3 Additional housekeeping;

5.4 Resident Services (including, but not limited to, such items as assistance with bathing, dressing, transportation, escorting, personal shopping, social day program) as determined by evaluation to be appropriate for you.

5.5 Guest rooms;

5.6 Underground parking;

5.7 Beauty parlor/barber shop;

5.8 Services of the medical director not provided in consideration of the Monthly Fee;

5.9 ***FOR TYPE C RESIDENT ONLY:*** Assisted living care at The Woodlands Inn and nursing care at The Meadows, as available, at the then applicable Private Pay Rate;

5.10 Certain other services such as medicine, drugs, prescribed therapy, nursing supplies, and other medical and miscellaneous supplies and services, such as those provided at the Rokous Clinic, associated with medical treatment; and

5.11 Other additional services and amenities as may be provided from time to time.

6. ASSISTED LIVING SERVICES AND NURSING CARE. If, after consultation with our medical director and your attending physician, your family or your personal representative, and you to the extent possible, we determine that you need assisted living services or nursing care, you may be temporarily or permanently assigned to The Woodlands Inn or The Meadows, as appropriate. We will provide you with assisted living services and/or nursing care, as applicable, to the extent of our licenses and under the remaining provisions of this Section 6.

6.1 Assisted Living. If you relocate to The Woodlands Inn to receive assisted living services, then you agree to sign a separate Residency Agreement: The Woodlands Inn at Edgewood Assisted Living (the "Woodlands Residency Agreement") which will supplement, but not replace, this Agreement.

6.1.1 Type A Resident Only. The services you will receive at The Woodlands Inn in exchange for payment of the Monthly Service Fee plus an additional $1,000 per month, and the rights and obligations you will have, will be set forth in the Woodlands Residency Agreement.

6.1.2 Type C Resident Only. The services you will receive at The Woodlands Inn, the Private Pay Rate that you will pay, and the rights and obligations you will have, will be set forth in the Woodlands Residency Agreement.

6.2A Nursing Care for Type A Resident Only. The following provisions of Section 6.2A apply only to the Type A Resident:

6.2A.1 First 90 Days of Nursing Care. We will provide semiprivate nursing care services in The Meadows without extra charge for 90 cumulative days for you, except that you will pay the extra charges for meals not covered by the Monthly Service Fee and for any additional health services as described in Sections 6.5 and 6.6. The Monthly Service Fee for your Residence will continue as before. After you have used the 90 cumulative days, you may choose to release or retain your Residence as described in Sections 6.2A.2 and 6.2A.3.

6.2A.2 More Than 90 Days of Nursing Care When There is One of You. When there is one of you, and you require nursing care beyond the 90 cumulative days and you relocate to The Meadows, the monthly charges for your semiprivate nursing care services in The Meadows will be equal to the then current Monthly Service Fee you were paying for your Residence. In addition, you will pay the extra charges for the extra meals not covered by the Monthly Service Fee and for any additional health services as described in Sections 6.5 and 6.6. If you choose to release your Residence for occupancy by someone else, then the Monthly Service Fee for your Residence will stop. If you do not release your Residence for occupancy by someone else, then you will continue to pay the Monthly Service Fee for the Residence in addition to the Monthly Service Fee and additional charges for semiprivate nursing services described above.

6.2A.3 More Than 90 Days of Nursing Care When There are Two of You.

6.2A.3.1 When there are two of you, and you require nursing care beyond the 90 cumulative days and relocate to The Meadows but the Type C Resident does not need nursing care and remains in the

Residence, then the monthly charge for the semiprivate nursing care services in The Meadows will be equal to the then current first person Monthly Service Fee you are paying for your Residence. In addition, you will pay the extra charges for the extra meals not covered by the Monthly Service Fee and for any additional health services as described in Sections 6.5 and 6.6. The first-person monthly service fee for your residence will then be equal to the first-person monthly service fee for a Type C resident, and the 2nd person monthly service fee for your residence will end.

6.2A.3.2 If both of you require nursing care (you beyond the 90 cumulative days) and both of you relocate to The Meadows, then the monthly charge for your semiprivate nursing care services in The Meadows will be equal to the then current first person Monthly Service Fee you were paying for your Residence and the Type C Resident will pay the Private Pay Rate. In addition, each of you will pay for the extra charges for the extra meals not covered by the Monthly Service Fee and for any additional health services as described in Sections 6.5 and 6.6.

6.2C Nursing Care for Type C Resident Only. The following provisions of Section 6.2C apply only to the Type C Resident:

6.2C.1 Nursing Care When There is One of You. We will provide nursing care in semiprivate accommodations in The Meadows. You will pay the Private Pay Rate in effect at The Meadows at that time. In addition, you will pay the extra charges for any additional health services as described in Sections 6.5 and 6.6 below. When there is one of you, and you require nursing care on a permanent basis and relocate to The Meadows, then you may release your Residence for occupancy by someone else. At that time, the Monthly Service Fee for your Residence will cease. If you do not release your Residence for occupancy by someone else, then you will continue to pay the Monthly Service Fee for the Residence in addition to The Meadows Private Pay Rate and additional charges described above.

6.2C.2 Permanent Nursing Care When There are Two of You. When there are two of you, and only you require nursing care on a permanent basis and relocate to The Meadows but the Type A Resident remains in the Residence, then the monthly charge for your semiprivate nursing care services in The Meadows will be equal to the then current Private Pay Rate for semiprivate nursing services at The Meadows. In addition, the first person Monthly Service Fee for your Residence will continue as before, but the second person Monthly Service Fee for your Residence will end. If both of you require nursing care, then you will pay the Private Pay Rate then in effect at the Meadows and the Type A Resident will pay an amount equal to the then current first person Monthly Service Fee for your Residence, in addition you will pay the extra charges for the extra meals and you both will pay any extra charges for any additional health services as described in Sections 6.5 and 6.6.

6.3 Release of Residence. If both of you require nursing care on a permanent basis and both of you relocate to The Meadows and release your Residence for occupancy by someone else, then your Monthly Service Fee, including the second person Monthly Service Fee, for the Residence will stop.

6.4 Return to Residence. If you have released your Residence because you have moved to The Meadows, and if we determine in consultation with your attending physician that you are later able to return to a

residence, then we will provide you a residence of the same type as your Residence as soon as one becomes available. Upon reoccupying such Residence, your Monthly Service Fee will be based on the then current Monthly Service Fee for that Residence.

6.5 Additional Health Services. We may also provide additional services and supplies in The Meadows such as therapy, pharmaceutical supplies, offsite dry cleaning, and rental of equipment. These additional services and supplies are not included in the Monthly Service Fee for the Residence or The Meadows Private Pay Rate, but will be available for an extra charge. Extra charges from such additional services will be used by us only for purposes related to Edgewood.

6.6 Medical Director. We will designate a physician licensed to practice medicine in the Commonwealth of Massachusetts as medical director. The medical director may be available to perform services at your own expense. You have the right to choose your own attending physician. You may engage the services of your attending physician at any time at your own expense. We will not be responsible for the charges for medical treatment by the medical director or your attending physician, nor will we be responsible for the charges for medicine, drugs, prescribed therapy, nursing supplies and similar additional services and supplies. If we incur or advance charges for your medical treatment or for medicine, drugs, prescribed therapy, nursing supplies and similar additional services and supplies (even though such medical care is given at the direction of your attending physician or the medical director without your prior approval), you will promptly reimburse us for such charges.

6.7 Supplemental Insurance. You will maintain Medicare Part A, Medicare Part B, and one supplemental health insurance policy or equivalent insurance coverage acceptable to us to assure your ability to fully cover a Medicare-qualified stay in The Meadows, and shall furnish to us such evidence of coverage as we may from time to time request. Such supplemental insurance should cover Medicare co-insurance and deductibles. Should your supplemental health insurance or equivalent coverage not fully cover a Medicare-qualified stay in The Meadows, or should you fail to purchase supplemental health insurance or equivalent coverage to fully cover a Medicare-qualified stay in The Meadows, you shall be financially responsible for paying deductibles, co-insurance amounts, and any other charges for each Medicare-qualified admission and stay in The Meadows. If failure to maintain Medicare Part A, Medicare Part B, or supplemental health insurance causes depletion of your resources and impairs your ability to meet your financial obligations, we need not defer your financial obligations to us and we retain the right to revoke your right to reside at Edgewood and cancel this Agreement as provided in Section 8.

6.8 Managed Care. If you have chosen to participate in a managed care program as an alternative to Medicare Part A, Medicare Part B, and supplemental insurance coverage, then the terms governing nursing care in The Meadows will be as follows:

6.8.1 Participating Provider. If The Meadows is a participating provider with your managed care program and your stay is a Medicare-qualified stay, we agree to accept, as full payment, reimbursement at the rate negotiated with your managed care program. ***For Type A Resident Only*****:** *Such a managed care stay in The Meadows will not reduce the number of days of care that you*

are eligible to receive without extra charge pursuant to Section 6.2A.

6.8.2 Not a Participating Provider. If The Meadows is not a participating provider with your managed care program and you choose to receive health care services at a managed care participating provider, during a Medicare-qualified stay, then you agree that you must relocate for as long as necessary for those services to be provided, and be responsible for all charges for those health care services. In addition, while receiving health care services at the managed care participating provider, you agree that unless this Agreement is cancelled, you will continue to pay the Monthly Service Fee for your Residence. ***For Type A Resident Only:*** *Such a Medicare-qualified stay at a managed care participating provider other than The Meadows will not reduce the number of cumulative days of care that you are eligible to receive without extra charge pursuant to Section 6.2A.*

6.8.3 Negotiated Managed Care Rate. If The Meadows is not a participating provider in your managed care program and your stay is a Medicare-qualified stay, we will attempt to negotiate an acceptable reimbursement rate with your managed care program. If we are able to negotiate an acceptable rate, we agree to accept as full payment the rate provided by your managed care program. ***For Type A Resident Only:*** *Such a managed care stay in The Meadows will not reduce the number of cumulative days of care that you are eligible to receive without extra charge pursuant to Section 6.2A.*

6.8.4 No Negotiated Managed Care Rate. If The Meadows is not a participating provider in your managed care program and a negotiated rate is not agreed upon and you would still like to receive health care in The Meadows during a Medicare-qualified stay, then you agree as follows:

6.8.4.1A For the Type A Resident only, each day of your stay in The Meadows will reduce by one day the number of cumulative days of care that you are eligible to receive without extra charge pursuant to Section 6.2A. During any such Medicare-qualified stay in The Meadows, you agree that you will continue to pay the Monthly Service Fee for your Residence and that you will also pay the extra charges for extra meals not covered by the Monthly Service Fee and the charges for medicine, drugs, prescribed therapy, medical treatment by physicians, nursing supplies, and other medical and miscellaneous supplies and services associated with medical treatment. If at any time during any such Medicare- qualified stay in The Meadows you are no longer eligible to receive any of the cumulative days of care provided for in Section 6.2A, then you agree to pay the per diem rate for your care in The Meadows, the charges for medicine, drugs, prescribed therapy, medical treatment by physicians, nursing supplies, and other medical and miscellaneous supplies and services associated with medical treatment, in addition to continuing to pay the Monthly Service Fee for your Residence.

6.8.4.1C The Type C Resident will pay the Private Pay Rate for your care in The Meadows, the charges for medicine, drugs, prescribed therapy, medical treatment by physicians, nursing supplies, and other medical and miscellaneous supplies and services associated with medical treatment, in addition to continuing to pay the Monthly Service Fee for your Residence.

6.8.5 Post Medicare-Qualified Stay. At the conclusion of each such Medicare-

qualified stay, you will be entitled to health care in The Meadows in accordance with the terms of this Agreement other than as provided in this Section 6.8.

6.9 Alternate Accommodations. If you need nursing care, this care will be provided in The Meadows. If The Meadows is fully occupied, you will be provided nursing care in another nursing care facility. Such health care accommodations may be provided in a semiprivate room unless a private room is medically necessary. Whether a private room qualifies as a medical necessity will be determined by us, in consultation with your attending physician, your family or your personal representative, and you to the extent possible. Upon your relocation to Edgewood, you will continue to be responsible for the charges set forth in this Section 6.

6.9.1A *For the Type A Resident Only.* To the extent we would be liable for your care and accommodations in The Meadows under this Agreement, we will be responsible for the charges associated with the alternate nursing care accommodations (unless your stay in the alternate facility is a Medicare qualified stay). You agree to relocate to The Meadows when a bed becomes available.

6.9.1C *For the Type C Resident Only.* You will pay for all nursing care and other services at the alternative nursing facility, but if the daily rate charged by such facility is higher than the Private Pay Rate at The Meadows, then we will reimburse you for the difference. You agree to relocate to The Meadows when a bed becomes available.

6.10 Absence from Edgewood. In the event you are absent from Edgewood or you choose to receive care at another health care facility not designated by Edgewood, we shall not be responsible for health care charges incurred or credits provided for your care at that facility.

6.11 Health Center Admission Agreement. If you require nursing care in The Meadows, you agree to execute a separate Health Center Admission Agreement to be signed by you and us.

6.12 Nonresident Use of The Meadows. We intend to offer nursing services in The Meadows to qualified nonresidents for a fee to the extent beds are available. Residents will be given priority over nonresidents for admissions to The Meadows, and our policy will be to reserve beds for resident emergencies. Fees from qualified nonresidents will be used only for purposes related to Edgewood.

6.13 Non-Reimbursement of Entrance Fee. If you (or both of you, if there are two of you) are permanently assigned to The Meadows, this does not qualify you for immediate reimbursement of your Entrance Fee. Repayment of your Entrance Fee will be as outlined in Section 2.2 of this Agreement.

7. YOUR CANCELLATION RIGHTS.

7.1 Prior to Occupancy. You may cancel this Agreement for any reason at any time by giving us written notice of cancellation signed by you (both of you if there are two of you). If you give such notice prior to your Occupancy of Edgewood, the cancellation will be effective and your Down Payment will be handled as described in Section 2.1 above.

7.2 After Occupancy. After you assume Occupancy, you may cancel this Agreement at any time by giving us 120 days'

advance written notice signed by you (both of you, if there are two of you). You will continue to pay your Monthly Service Fee until the later of (i) the expiration of such 120 day notice period, or (ii) your vacancy of the Residence or The Meadows, and removal of all your furniture and other property from the Residence. If removal of your furniture and other property is not accomplished, we may remove and store your furniture and other property at the expense and risk of you or your estate. This Agreement will cancel on the later of (i) 120 days following the date you give us written notice of cancellation or (ii) the date you vacate your Residence or The Meadows and remove all your furniture and other property. Your Entrance Payment will be repaid in accordance with Section 2.2 above.

Upon your death (if there are two of you, the death of the survivor), you will continue to pay your Monthly Service Fee until the later of (i) your death (if there are two of you, the death of the survivor) or (ii) your vacancy of the Residence or The Meadows, and the removal of all your furniture and other property. If removal of your furniture and other property is not accomplished within 30 days of your death (or the death of the survivor, if there are two of you), we may remove and store your furniture and other property at the expense and risk of you or your estate. This Agreement will cancel on the later of (i) your death (if there are two of you, the death of the survivor) or (ii) the date you vacate your Residence, or The Meadows and remove all your furniture and other property. Your Entrance Payment will be repaid in accordance with Section 2.2 above.

8. OUR CANCELLATION RIGHTS.

8.1 Just Cause. After we have accepted you for residency, we will not cancel this Agreement except for just cause. Just cause is defined as:

8.1.1 Nonpayment. Except as set forth below, nonpayment of fees or charges;

8.1.2 Threat to Health or Safety. Health status or behavior which constitutes a threat to the health or safety of yourself, other residents, or others including your refusal to consent to relocation, or which would result in physical damage to the property of others;

8.1.3 Change in Condition. There is a major change in your physical or mental condition and your condition cannot be cared for in The Meadows within the limits of our license; or

8.1.4 Noncompliance. You do not comply with the terms of this Agreement or the published operating procedures, covenants, rules, regulations, and policies now existing or later adopted by us.

8.2 Financial Difficulty. If after you have paid the Entrance Payment and one-time Capital Reserve Fee you encounter financial difficulties making it impossible for you to pay the full Monthly Fee and extra charges appropriate for the Residence or for nursing care in The Meadows, then:

8.2.1 Modification of Monthly Fee. You will be permitted to remain at Edgewood for 120 days after the date of failure to pay, during which time you shall continue to pay a reduced Monthly Service Fee based on your current income so long as (i) you establish facts to justify deferral of the usual charges, (ii) deferment of such charges can, in our sole discretion, be granted without impairing our ability to operate Edgewood on a sound financial basis for the benefit of other residents, and (iii) you have not impaired your

ability to meet your financial obligations as described in Section 8.2.2; and

8.2.2 Terms of Stay. Because it is and shall be our declared policy to operate as a nonprofit organization, we will not cancel your residency solely because of your financial inability to pay the full Monthly Fee. You shall be permitted to remain at Edgewood at a reduced Monthly Service Fee based on your ability to pay for so long as you establish facts to justify deferral of the usual charges, and when deferment of such charges can, in our sole discretion, be granted without impairing our ability to operate Edgewood on a sound financial basis for the benefit of other residents. This provision shall not apply if you have impaired your ability to meet your financial obligations hereunder by making unapproved gifts or other transfers. To evidence these agreements based on the circumstances at the time, you agree to enter into a special hardship agreement with us at the time of any such deferrals, to reflect the reduced charges currently payable and the interest rate to be applied to the deferrals, and to provide us with a perfected first security interest in your repayment rights. Any payments otherwise due to you from us, including your repayment rights, will be offset against any such deferred charges.

8.3 Notice of Cancellation. Prior to any cancellation of this Agreement by us, we will give you notice in writing of the reasons. You will have 30 days after this notice within which the problem may be corrected. If we determine that the problem is not corrected within such time, you must leave Edgewood within 30 days after we notify you of our determination. You will continue to pay the Monthly Service Fee and any extra charges you incur until removal of your furniture and other property from the Residence has occurred. If removal of your furniture and other property is not accomplished within 30 days, we may remove and store your furniture and other property at the expense and risk of you or your estate. This Agreement will cancel upon removal of your furniture and other property from the Residence. Your Entrance Payment will be repaid in the amount and in the manner described in Section 2.2 above.

8.4 Emergency Cancellation. Notwithstanding the above, if we or the medical director determine that either the giving of notice or the waiting period described above might be detrimental to you or others, then such notice and/or waiting period shall not be required before relocation to an appropriate hospital or other appropriate facility. Under such circumstances, we are expressly authorized to transfer you to a hospital or other appropriate facility, and we will promptly notify your family or your personal representative and your attending physician. After transferring you to such hospital or other facility, we will provide you with a notice of cancellation if you will be unable to return to The Meadows or to Edgewood.

We are not responsible for any charges related to such transfer or relocation. You will continue to pay the Monthly Service Fee and any extra charges you incur until removal of your furniture and other property. If removal of your furniture and other property is not accomplished, we may remove and store your furniture and other property at the expense and risk of you or your estate. This Agreement will cancel upon the removal of your furniture and other property from the Residence. Your Entrance Payment will be repaid in accordance with Section 2.2 above.

If there are two of you under this Agreement and one of you is transferred to a hospital or other appropriate facility under

the circumstances described in this section, the other of you may continue to occupy the Residence or The Meadows under the terms of this Agreement.

9. MISCELLANEOUS PROVISIONS WITH RESPECT TO YOUR RESIDENCE.

9.1 License for Use of the Residence. The Residence is for living only and shall not be used for carrying on any business or profession, nor in any manner which violates zoning or other land use restrictions. This Agreement is not a lease, and grants you only a license to the lifetime use of the Residence and other amenities of Edgewood and to available services, subject to the terms and conditions of this Agreement.

9.2 Duration of Your Right to Occupy the Residence. You may reside in your Residence for as long as you (or either of you, if there are two of you) live, unless you (or both of you) are not capable of independent living, or this Agreement is cancelled by you or by us. If after consultation with our medical director, your attending physician, your family or your personal representative, and you to the extent possible, we determine that your physical or mental health requires that you require assisted living services or nursing care, you agree to relocate to The Woodlands Inn or The Meadows, as applicable, where we are licensed to provide such care and accommodations as provided in Section 6.

9.3 Occupants of the Residence. Except as hereinafter provided, no person other than you (or both of you, if there are two of you) may occupy the Residence except with our express written approval. In the event that a second person who is not a party to this Agreement wishes to be accepted for residency under this Agreement after the date we sign this Agreement, you shall pay the then current second person Entrance Payment as determined by us, and each month thereafter you shall pay the then current additional Monthly Service Fee for second persons. If such second person does not meet the requirements for residency, such second person will not be permitted to live in the Residence for more than 30 days (except with our express written approval), and you may cancel this Agreement as provided in Section 7.

9.4 Emergency Entry and Relocation. We may enter your Residence should it be necessary in an emergency to protect your health, safety or property of yourself or other residents. If it is necessary to modify facilities to meet requirements of any applicable law or regulation that necessitates temporary vacation of your Residence, we will provide alternate facilities for you without extra charge within or outside Edgewood. Further, if relocation is recommended by the medical director or your attending physician, we will request that you relocate to another residence within Edgewood or to The Meadows for the protection of your health and safety, or the health or safety of the other residents of Edgewood.

9.5 Furnishings. Furnishings within the Residence will not be provided by us except as stated in Section 4. Furnishings provided by you shall not be such as to interfere with the health, safety or general welfare of yourself, other residents, or others.

9.6 Alterations by You. You may not undertake any alterations to your Residence without our prior written approval.

9.7 Refurbishment. Customary and normal refurbishment charges for your Residence will be borne by all residents of

Edgewood. Any necessary refurbishment charges beyond those that are customary and normal will be paid by you.

9.8 Right to Deduct. Edgewood reserves the right to deduct from the return of capital refund any costs to reverse any alterations made that are not considered an Edgewood standard.

9.9 Guests. No one other than you (both of you, if there are two of you) shall have a right of occupancy in the Residence without the prior consent of the Executive Director, unless otherwise permitted pursuant to guest policies established by us. The intent of the policies is to permit stays of short duration by your guests where such stays shall not, in the opinion of the Executive Director, adversely affect the operation of Edgewood or be inconsistent with the welfare of other residents.

10. AMENDMENTS.

10.1 This Agreement. This Agreement may be amended by agreement of the parties to this Agreement. No amendment of this Agreement shall be valid unless in writing and signed by you and us.

10.2 Compliance with Laws. This Agreement may be modified unilaterally by us at any time in order to comply with applicable laws or regulations.

11. MISCELLANEOUS LEGAL PROVISIONS.

11.1 Governing Law. This Agreement will be governed, interpreted, and construed according to the laws of the Commonwealth of Massachusetts and will become effective upon acceptance and execution by us. The Glossary, which sets forth the definitions of certain terms used in this Agreement, is by this reference incorporated herein and made a part of this Agreement.

11.2 Separability. The invalidity of any restriction, condition, or other provision of this Agreement, or any part of the same, shall not impair or affect in any way the validity or enforceability of the rest of this Agreement.

11.3 Capacity. This Agreement has been executed on our behalf by our duly authorized agent, and no officer, director, agent, or employee shall have any personal liability to you hereunder under any circumstances. This Agreement will become effective upon acceptance and execution by us.

11.4 Resident. When Resident consists of more than one person, the rights and obligations of each are joint and several, except as the context otherwise requires.

11.5 Nature of Rights. You understand and agree that (i) this Agreement or your rights (including the use of the Residence) may not be assigned and no rights or benefits under this Agreement shall inure to the benefit of your heirs, legatees, assignees, or representatives, except for your repayment rights; (ii) this Agreement and your contractual right to occupy the Residence shall exist and continue to exist during your lifetime unless cancelled as provided herein; (iii) this Agreement grants you a revocable license to occupy and use space in Edgewood but does not give you exclusive possession of the Residence as against us, and you shall not be entitled to any rights of specific performance but shall be limited to such remedies as set forth herein; (iv) this Agreement is not a lease or easement and does not transfer or grant you any interest in real property; and (v) this Agreement grants to us complete decision-making authority

regarding the management and operation of Edgewood and in the determination of the Monthly Fee, Entrance Payment and other charges.

11.6 Release. We are not responsible for loss of or damage to your personal property, and you hereby release us from any such liability. You may want to obtain at your own expense insurance to protect against such losses.

11.7 Indemnity. We will not be liable for, and you agree to indemnify, defend, and hold us harmless from claims, damages, and expenses, including attorneys' fees and court charges, resulting from any injury or death to persons and any damages to property to the extent caused by, resulting from, attributable to, or in any way connected with your negligent or intentional act or omission, or that of your guests.

11.8 Entire Agreement. This Agreement and any addenda or exhibits hereto contain our entire understanding with respect to your residency.

11.9 Non-Waiver. If we fail to insist in any instance upon performance of any of the terms, covenants, or conditions of this Agreement, it shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, but your obligations with respect to such future performances shall continue in full force and effect.

11.10 Subordination. You agree that all your rights under this Agreement shall at all times be subordinate and junior to the lien of all mortgages or other documents creating liens encumbering Edgewood, which have been or will be executed by us. Upon request, you agree to execute, acknowledge and deliver to such lender or lenders such further written evidence of such subordination as such lenders may reasonably require. Except to the extent of your obligations to pay the Entrance Payment, Monthly Fee, extra charges, or any other charges under this Agreement, you will not be liable for any such indebtedness.

11.11 Residents' Association. Residents shall have the right to organize and operate a Residents' Association at Edgewood and to meet privately to conduct business of the Residents' Association. It is our policy to encourage the organization and operation of a Residents' Association.

11.12 Reimbursement of Charges. You agree to reimburse us for any charges we incur to collect any unpaid amounts you owe to us under this Agreement.

11.13 Arbitration. You agree that any dispute, claim, or controversy of any kind between you and us arising out of, in connection with, or relating to this Agreement and any amendment hereof, or the breach hereof, which cannot be resolved by mutual agreement or in small claims court, will be submitted to and determined by arbitration in North Andover, Massachusetts in accordance with the Federal Arbitration Act and the then current commercial arbitration rules of the Federal Arbitration Act. You and we will jointly agree on an arbitrator and the arbitrator will be selected according to the procedure set forth in state law, if applicable. In reaching a decision, the arbitrator shall prepare findings of fact and conclusions of law. Any direct arbitration costs incurred by you will be borne by you. Costs of arbitration, including our legal costs and attorneys' fees, arbitrators' fees, and similar costs, will be borne by all residents of Edgewood provided that the arbitrator may choose to award the costs of arbitration against us if the arbitrator determines that

the proposed resolution urged by us was not reasonable. If the issue affects more than one resident, we may elect to join all affected residents into a single arbitration proceeding, and you hereby consent to such joinder.

You may withdraw your agreement to arbitrate within 30 days after signing this Agreement by giving written notice of your withdrawal to us. This arbitration clause binds all parties to this Agreement and their spouses, heirs, representatives, executors, administrators, successors, and assigns, as applicable. After cancellation of this Agreement, this arbitration clause shall remain in effect for the resolution of all claims and disputes that are unresolved as of that date.

11.14 Your Representations. By executing this Agreement you represent and warrant to us the following:

11.14.1 You will be at least 62 years of age, or will be residing with a resident of Edgewood who is at least 62 years of age;

11.14.2 You are capable of living in a residence;

11.14.3 You have assets and income which are sufficient under foreseeable circumstances and after provision for payment of your obligations under this Agreement to meet your ordinary and customary living expenses after you move into Edgewood (this is a requirement of entrance, unless waived by us in writing and after full disclosure by you of the circumstances);

11.14.4 All written representations made to us with respect to such matters by you or on your behalf on the Confidential Data Application, and all facts stated by you in your application for residency or otherwise are true and complete; and

11.14.5 You have not made any gift of your property in contemplation of signing this Agreement.

11.15 Our Representations. We represent and warrant to you that we are a nonprofit corporation organized for the purpose of owning and operating Edgewood.

11.16 Reserve Account. To provide reserve funding and security to enable us to fully perform our obligations under this Agreement, we have established a Capital Reserve Account pursuant to Section 1.2, and we will establish any other reserves required by law as it may be amended from time to time. The reserves are invested under our control and direction in investments that are dedicated to the support and financial security of Edgewood. Upon the advice of Edgewood's professional registered investment advisor, which currently is Prime Buchholz & Associates, the amounts in the reserve account will be invested in accordance with Edgewood's investment policy, which presently requires 30% of its investments to be in fixed debt obligations of the United States or its agencies (or in shares of a registered investment company which holds a portfolio of such securities) in such certificates of deposit, commercial paper, U.S. government paper, or other similar investments, 60% in equities, and remaining 10% in real assets.

11.17 Adjustments for Absences. No fee adjustments for your absences from Edgewood will be made, except at our sole discretion.

11.18 Personal Representative. You agree to execute and deliver to us at or before assuming residency in your Residence

a Durable Power of Attorney, trust documents, or other documentation naming a personal representative for personal and financial decision-making. These documents should be drafted to remain effective notwithstanding your incompetence or disability, in form acceptable to us. You shall keep such instrument in effect as long as this Agreement is in effect. The person named as your representative shall not be a person employed by us or any other entity engaged in the management of Edgewood.

11.19 Private Employees of Resident. If you need additional services, you can obtain these needed services from a private employee, an independent contractor, or through an agency ("Personal Service Provider"). In such instances, we strongly advise you to obtain these needed services from a licensed and/or certified home health agency. In any event, you must comply with our policy regarding Personal Service Providers and ensure that your private employee, independent contractor, or person you employ through an agency complies with our policies and rules of conduct set forth in a personal service provider policy. If you fail to follow or enforce the policies and rules set forth in the policy, then we may elect at our sole option to terminate this Agreement.

11.20 Notices. Any notice required to be given to us under this Agreement shall be in writing and sent certified mail or hand-delivered to the Executive Director of Edgewood at 575 Osgood Street, North Andover, Massachusetts 01845.

11.21 Transfers. We may sell or transfer our interest in Edgewood provided the buyer shall agree to assume this Agreement and all other existing residency agreements. Upon the assumption of this Agreement by a buyer of Edgewood and buyer's agreement to perform this Agreement and all other agreements, we will have no further obligation hereunder. Your signature hereto constitutes your consent and approval of any such future transaction.

11.22 Survival of Representations and Obligations. Your representations and obligations under this Agreement, including but not limited to, your obligation to pay all sums owed by you to us, and your agreement to indemnify us as set forth in Section 11.7, and our representations and obligations under this Agreement, shall survive any cancellation or termination of your residency in Edgewood, regardless of the reason for such cancellation or termination and regardless of whether it is initiated by you or by us.

11.23 Acknowledge of Receipt of Documents. You certify that you received a copy of this Agreement and a copy of our most current Disclosure Statement, and had an opportunity to discuss it with your family and/or advisors, prior to signing this Agreement.

[The Remainder of this Page Intentionally is Left Blank]

Executed at North Andover, Massachusetts
by both parties as of the _____ day of
_____, 2026 (the "Effective Date")

_____

RESIDENT (TYPE A)

_____

WITNESS

_____

RESIDENT (TYPE C)

_____

WITNESS

EDGEWOOD RETIREMENT COMMUNITY, INC.
d/b/a Edgewood

By _____
Authorized Representative

Residence Type: _____
Residence Number: #
Down Payment: $
Balance Payment: $
Monthly Fee: $

EXHIBIT E:

CERTIFIED FINANCIAL STATEMENTS

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EDGEWOOD RETIREMENT COMMUNITY, INC.

FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2025 AND 2024



CPAs | CONSULTANTS | WEALTH ADVISORS

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EDGEWOOD RETIREMENT COMMUNITY, INC.
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YEARS ENDED DECEMBER 31, 2025 AND 2024

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CliftonLarsonAllen LLP
CLAconnect.com

INDEPENDENT AUDITORS' REPORT

Board of Trustees
Edgewood Retirement Community, Inc.
North Andover, Massachusetts

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of Edgewood Retirement Community, Inc. (a Massachusetts nonprofit corporation), which comprise the balance sheets as of December 31, 2025 and 2024, and the related statements of operations, changes in net deficit, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Edgewood Retirement Community, Inc. as of December 31, 2025 and 2024, and the results of its operations, changes in net deficit 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 (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Edgewood Retirement Community, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

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

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Auditors' Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

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

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Quincy, Massachusetts
April 16, 2026

EDGEWOOD RETIREMENT COMMUNITY, INC.
BALANCE SHEETS
DECEMBER 31, 2025 AND 2024

	2025	2024
ASSETS		
CURRENT ASSETS		
Cash and Cash Equivalents	$ 6,871,641	$ 10,452,575
Accounts Receivable - Health Center	4,828,497	3,354,890
Allowance for Credit Losses - Health Center	(1,113,956)	(608,956)
Accounts Receivable - Health Center, Net	3,714,541	2,745,934
Accounts Receivable - Residents	480,150	304,479
Other Receivables	250,256	173,215
Intercompany Receivable - Current	-	348,589
Prepaid Expenses	782,794	427,904
Inventory	219,492	217,948
Total Current Assets	12,318,874	14,670,644
LONG-TERM ASSETS		
Investments	58,289,629	47,837,614
Intercompany Receivable - Net of Current	15,194,530	14,439,978
Property and Equipment, Net	78,711,793	77,946,856
Total Long-Term Assets	152,195,952	140,224,448
Total Assets	$ 164,514,826	$ 154,895,092
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts Payable	$ 1,422,913	$ 929,486
Accrued Liabilities:		
Payroll and Compensated Absences	679,801	759,240
Interest	48,367	50,684
Other	447,532	327,198
Current Portion of Bonds Payable, Net of Deferred Financing Costs	2,100,959	2,047,494
Refundable Deposits	8,386,361	7,676,794
Total Current Liabilities	13,085,933	11,790,896
LONG-TERM LIABILITIES		
Entrance Fee Liabilities:		
Health Center and Assisted Living - Permanently Assigned Residents	12,819,451	11,077,310
Refundable Entrance Fees	104,077,579	102,487,646
Deferred Entrance Fees	10,799,583	10,688,973
Total Long-Term Entrance Fee Liabilities	127,696,613	124,253,929
Bonds Payable, Net of Current Portion, Deferred Financing Costs	40,650,486	42,751,444
Total Long-Term Liabilities	168,347,099	167,005,373
Total Liabilities	181,433,032	178,796,269
COMMITMENTS		
NET ASSETS (DEFICIT)		
Net Deficit Without Donor Restrictions	(16,992,618)	(23,998,311)
Net Assets With Donor Restrictions	74,412	97,134
Total Net Deficit	(16,918,206)	(23,901,177)
Total Liabilities and Net Deficit	$ 164,514,826	$ 154,895,092

See accompanying Notes to Financial statements.

EDGEWOOD RETIREMENT COMMUNITY, INC.
STATEMENTS OF OPERATIONS
YEARS ENDED DECEMBER 31, 2025 AND 2024

	2025	2024
REVENUES AND OTHER SUPPORT WITHOUT DONOR RESTRICTIONS		
Net Resident Service Revenue, Independent Living Unit	$ 19,846,314	$ 19,000,602
Net Resident Service Revenue, Health Center Fees	4,962,829	4,733,595
Net Resident Service Revenue, Assisted Living	3,869,507	3,991,910
Entrance Fees Earned and Cancellation Penalties	1,731,654	1,933,281
Grant Revenue	699,380	-
Net Assets Released from Restrictions	420,424	298,926
Total Revenues and Other Support Without Donor Restrictions	31,530,108	29,958,314
EXPENSES		
General and Administrative	5,896,291	4,993,179
Plant Operations	3,549,928	3,386,368
Environmental Services	1,408,510	1,347,394
Culinary Services	4,792,088	4,780,167
Nursing	5,451,302	5,210,397
Resident Care Services	1,133,236	1,149,013
Assisted Living	3,191,535	2,887,118
Wellness	432,521	396,721
Depreciation	4,914,562	4,839,177
Interest	1,206,884	1,316,921
Total Expenses	31,976,857	30,306,455
LOSS FROM OPERATIONS	(446,749)	(348,141)
NONOPERATING GAIN WITHOUT DONOR RESTRICTIONS		
Investment Income	2,001,169	1,658,803
Realized Gains on Investments	1,129,797	185,221
Unrealized Gains on Investments	4,750,941	3,341,503
Loss on Abandoned Project	(429,465)	-
Total Nonoperating Gain Without Donor Restrictions	7,452,442	5,185,527
EXCESS OF REVENUES OVER EXPENSES	7,005,693	4,837,386
CHANGE IN NET DEFICIT WITHOUT DONOR RESTRICTIONS	$ 7,005,693	$ 4,837,386

See accompanying Notes to Financial Statements.

EDGEWOOD RETIREMENT COMMUNITY, INC.
STATEMENTS OF CHANGES IN NET DEFICIT
YEARS ENDED DECEMBER 31, 2025 AND 2024

	2025	2024
NET DEFICIT WITHOUT DONOR RESTRICTIONS		
Loss from Operations	$ (446,749)	$ (348,141)
Nonoperating Gains Without Donor Restrictions	7,452,442	5,185,527
Change in Net Deficit Without Donor Restrictions	7,005,693	4,837,386
NET ASSETS WITH DONOR RESTRICTIONS		
Contributions	397,702	328,655
Net Assets Released from Restrictions	(420,424)	(298,926)
Change in Net Assets With Donor Restrictions	(22,722)	29,729
CHANGE IN NET DEFICIT	6,982,971	4,867,115
Net Deficit - Beginning of Year	(23,901,177)	(28,768,292)
NET DEFICIT - END OF YEAR	$ (16,918,206)	$ (23,901,177)

See accompanying Notes to Financial Statements.

EDGEWOOD RETIREMENT COMMUNITY, INC.
STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2025 AND 2024

	2025	2024
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Deficit	$ 6,982,971	$ 4,867,115
Adjustments to Reconcile Change in Net Deficit to Net Cash Provided by Operating Activities:		
Depreciation	4,914,562	4,839,177
Amortization of Deferred Financing Costs	12,426	12,425
Credit Losses	505,000	55,000
Loss on Abandoned Project	429,465	-
Net Unrealized and Realized Gains on Investments	(5,880,738)	(3,526,724)
Amortization of Entrance Fees	(1,731,654)	(1,933,281)
Proceeds from Nonrefundable Entrance Fees	3,584,405	3,269,323
Change in Accounts Receivable	(1,649,278)	(1,146,892)
Change in Prepaid Expenses and Other Receivables	(431,931)	187,474
Change in Inventory	(1,544)	18,655
Change in Accounts Payable	493,427	286,710
Change in Accrued Liabilities	38,578	267,525
Total Adjustments	282,718	2,329,392
Net Cash Provided by Operating Activities	7,265,689	7,196,507
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of Investments	(12,027,008)	(11,071,189)
Proceeds from Investments	7,455,731	9,823,672
Purchase of Property and Equipment and Construction in Progress	(6,108,964)	(3,184,481)
Net Cash Used by Investing Activities	(10,680,241)	(4,431,998)
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayments of Bonds	(2,059,919)	(2,004,541)
Advances (to) from Related Parties	(405,963)	305,020
Refunds of Refundable Entrance Fees	(947,302)	(1,665,306)
Proceeds from Refundable Entrance Fees and Deferred Fees	2,537,235	6,625,144
Refunds of Refundable Deposits	(3,718,165)	(2,711,272)
Proceeds from Refundable Deposits	4,427,732	3,749,013
Net Cash Provided (Used) by Financing Activities	(166,382)	4,298,058
CHANGE IN CASH, CASH EQUIVALENTS, AND RESTRICTED CASH	(3,580,934)	7,062,567
Cash, Cash Equivalents, and Restricted Cash - Beginning of Year	10,452,575	3,390,008
CASH, CASH EQUIVALENTS, AND RESTRICTED CASH - END OF YEAR	$ 6,871,641	$ 10,452,575
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash Paid During the Year for Interest	$ 1,196,775	$ 1,306,750

See accompanying Notes to Financial Statements.

NOTE 1 NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

Edgewood Retirement Community, Inc. (the Community, Edgewood) is a nonprofit corporation existing under the laws of the Commonwealth of Massachusetts, incorporated in 1993 to provide housing, healthcare and other related services to seniors through the construction and operation of the life-care community known as Edgewood in North Andover, Massachusetts.

Edgewood includes 216 residential units, 24 cottage homes, common space, and 40 nursing care beds (the Health Center). Edgewood operates under the "life care" concept in which residents enter into a residency agreement, which requires payment of a one-time entrance fee and monthly service fees. These payments entitle residents to the use and privileges of Edgewood for life. The residents do not acquire an interest in the real estate and property.

On June 26, 2018, Edgewood completed and opened the Woodlands Inn (the Inn) on its North Andover campus and operated as an enhanced living facility. In May 2019, the Inn received its assisted living license and began operating as an assisted living facility. The Inn is a community that consists of 40 units offering an additional option to Edgewood's continuum of care that residents may choose. In addition, private pay residents may also utilize the Inn by entering into a residency agreement, which requires a community fee and a monthly service fee. These payments entitle the residents to occupy a residence and to the use of and privileges of certain amenities outside of a life-care agreement.

A summary of the Community's significant accounting policies is as follows:

Classification and Reporting of Net Assets

The Community's financial statement presentation follows the requirements of the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958, *Not-for-Profit Entities*. Under ASC 958, the Community is required to report information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Net assets without donor restrictions represent the portion of net assets of the Community that is neither restricted by donor-imposed stipulations or time restrictions. Net assets without donor restrictions include expendable funds available for support of the Community, as well as funds invested in the physical plant, including buildings and equipment.

Net assets with donor restrictions represent contributions and other inflows of assets that have donor- imposed restrictions that require that they be held permanently, or whose use may or will be met by actions of the Community or the passage of time.

NOTE 1 NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates. Management periodically evaluates estimates used in the preparation of the financial statements for continued reasonableness. Appropriate adjustments, if any, to the estimates used are made prospectively based upon such periodic evaluation. It is reasonably possible that changes may occur in the near term that would affect management's estimates. Estimates significant to the financial statements include the fair value of investments, useful lives of property and equipment, allowance for credit losses, the estimated life expectancy of residents used to amortize the deferred entrance fees, the assumptions used in the calculation of the obligation to provide future services and the allocation of the functional expenses.

Cash, Cash Equivalents, and Restricted Cash

The Community maintains its cash in a bank deposit account at TD Bank N.A. whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 per depositor. The Community may have balances above this limit at various times during the year ended December 31, 2025. As of December 31, 2025, the Community had approximately $7,106,000 of cash that is not covered by the FDIC. The Community has not experienced any losses in such accounts. The Community believes it is not exposed to any significant credit risks on cash, cash equivalents or restricted cash.

For purposes of reporting cash flows, the Community defines cash equivalents as short-term, highly-liquid investments with original maturities of three months or less.

Accounts Receivable and Allowance for Credit Losses

Resident accounts receivable, where a third-party payor is responsible for paying the amount, are carried at a net amount determined by the original charge for the service provided, less an estimate made for contractual adjustments or discounts provided to third-party payors, less amounts covered by third-party payors and less an estimated allowance for credit losses.

Resident accounts receivable due directly from the residents are carried at the original charge for the service provided, less amounts covered by third-party payors and less an estimated allowance for credit losses. The adequacy of the Community's allowance for credit losses is reviewed on an ongoing basis, using historical payment trends, write-off experience, analyses of receivable portfolios by payor source and aging of receivables, a review of specific accounts, as well as expected future economic conditions and market trends, and adjustments are made to the allowance as necessary.

NOTE 1 NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Accounts Receivable and Allowance for Credit Losses (Continued)

Changes in the allowance for credit losses for the years ended December 31 were as follows:

	2025	2024
Balance - Beginning of Year	$ 608,956	$ 556,085
Provision for Losses	505,000	55,000
Amounts Written Off	-	(2,129)
Total	$ 1,113,956	$ 608,956

Property and Equipment

Property and equipment acquisitions are recorded at cost. Depreciation and amortization of property and equipment are provided over the estimated useful lives of the respective assets on the straight-line basis as follows:

Buildings	40 Years
Buildings and Land Improvements	8 to 20 Years
Furnishings and Equipment	3 to 15 Years
Vehicles	3 to 5 Years

Expenditures for major renewals and improvements are capitalized, while expenditures for maintenance and repairs are expensed as incurred.

The Community follows ASC 410, Asset Retirement and Environmental Obligations. ASC 410 requires that a liability be recorded for the fair value of an asset retirement obligation specific to certain legal environmental obligations. The recording of a liability is required if such conditions exist, and the obligation can be reasonably estimated. As of December 31, 2025 and 2024, the Community is unaware of any such obligations. The Community will recognize a liability in the period in which it becomes aware of such liability and sufficient information is available to reasonably estimate the fair value.

Assessment of Long-Lived Assets

The Community follows ASC 360, Property and Equipment, as it relates to the accounting for impairment or disposal of long-lived assets, which requires that long-lived assets and certain identifiable intangibles held and used by an entity be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. As of December 31, 2025 and 2024, the Community has not identified any impairment indicators.

NOTE 1 NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Investments

Investments are recorded at fair value. Investment income is included in revenue and other support without donor restrictions in the statement of operations. Changes in fair value are reflected in the statement of operations as realized gains (losses) on investments or unrealized gains (losses) on investments. Realized gains are calculated using the specific designation method.

Trading Securities

Trading securities are held for resale in anticipation of short-term (generally 90 days or less) fluctuations in market prices. Trading securities are accounted for based on ASC 321, *Investments—Equity Securities*.

Available-for-Sale Debt Securities

Available-for-sale debt securities consist of money market funds and government and agency bonds.

Other Than Temporary Impairments

The Community reviews its investments to identify those that have a fair value that is below cost. The Community makes a determination as to whether the investment should be considered other than temporarily impaired based on guidelines established in ASC 320, *Investments—Debt Securities*. At December 31, 2025 and 2024, no other than temporarily impaired losses have been recognized.

Operating Activities

The statement of operations reflect a subtotal for the loss from operations. This subtotal reflects revenues (losses) that the Community received (incurred) for operating purposes. Nonoperating activity reflects all other activity, including, but not limited to, investment income, realized gains on investments, loss on abandoned project and contributions.

Excess of Revenues Over Expenses

The statement of operations include excess of revenues over expenses. Changes in net assets without donor restrictions which are excluded from excess of revenues over expenses, consistent with industry practice, include equity transfers.

Deferred Entrance Fees

The Community currently has three different residency agreements in force. The following summarizes each type of agreement:

50% Return of Capital Agreement

Upon death or voluntary withdrawal of the resident and reoccupancy of the vacated unit by another resident, the resident or the resident's estate receives a refund of the entrance fee, less the lesser of 50% of the entrance fee or 1% per month of occupancy. As of December 31, 2025 and 2024, 13 and 12 of such contracts are in existence, respectively.

NOTE 1 NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Deferred Entrance Fees (Continued)

85% Return of Capital Agreement – Type A and C

Upon death or voluntary withdrawal of the resident and reoccupancy of the vacated unit by another resident, the resident or the resident's estate receives a refund of the entrance fee, less the lesser of 15% of the entrance fee or 1% per month of occupancy.

Under the Community's 85% return-of-capital residency plan, a portion of the entrance fee (15%) is nonrefundable and is recorded as deferred revenue. This deferred revenue is recognized as revenue earned on a straight-line basis over the estimated remaining life, actuarially adjusted annually, of each resident beginning with the date of each resident's occupancy. Any unrecognized deferred entrance fee at the date of death or termination of occupancy of the respective resident is recorded as income in the period in which death or termination of occupancy occurs. The remaining amount of the entrance fee represents that portion of the entrance fee, less unreimbursed fees and expenses, which is refunded to the resident or the resident's estate upon termination of occupancy after receipt of a new entrance fee from a successor resident and is recorded as refundable entrance fees. At December 31, 2025 and 2024, 5 and -0- of these contracts are in existence, respectively.

90% Return of Capital Agreement

Upon death or voluntary withdrawal of the resident and reoccupancy of the vacated unit by another resident, the resident or the resident's estate receives a refund of the entrance fee, less the lesser of 10% of the entrance fee or 1% per month of occupancy. This is the standard contract in force at the Community, and all other contracts other than those previously documented take this form as of December 31, 2025 and 2024.

Under the Community's 90% return-of-capital residency plan, a portion of the entrance fee (10%) is nonrefundable and is recorded as deferred revenue. This deferred revenue is recognized as revenue earned on a straight-line basis over the estimated remaining life, actuarially adjusted annually, of each resident beginning with the date of each resident's occupancy. Any unrecognized deferred entrance fee at the date of death or termination of occupancy of the respective resident is recorded as income in the period in which death or termination of occupancy occurs. The remaining amount of the entrance fee represents that portion of the entrance fee, less unreimbursed fees and expenses, which is refunded to the resident or the resident's estate upon termination of occupancy after receipt of a new entrance fee from a successor resident and is recorded as refundable entrance fees.

At December 31, 2025 and 2024, the gross amount of contractual refund obligations under existing contracts was $116,897,030 and $113,564,956.

NOTE 1 NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Obligation to Provide Future Services

The Community annually calculates the present value of the net cost of future services and use of facilities to be provided to current residents and compares that amount with the balance of deferred revenue from deferred entrance fees. If the present value of the net cost of future services and use of facilities exceeds the deferred revenue from deferred entrance fees, a liability is recorded (obligation to provide future services and use of facilities) with the corresponding charge to income. The obligation is discounted at a rate of 2.5% at December 31, 2025 and 2024. At December 31, 2025 and 2024, the comparison between the estimated future costs to serve residents and the revenues from those residents that were parties to a resident agreement resulted in a surplus. Accordingly, there is no obligation in excess of deferred revenue to provide future services to residents at December 31, 2025 and 2024.

Revenue Recognition

The Community accounts for revenue in accordance with ASC Topic 606, *Revenue from Contracts with Customers*, which provides a five-step model for recognizing revenue from contracts with customers as follows: (1) identify the contract with a customer, (2) identify the performance obligations in the contract, (3) determine the transaction price, (4) allocate the transaction price to the performance obligations in the contract and (5) recognize revenue when or as a performance obligation(s) is/are satisfied. Revenue is recognized when promised goods or services are transferred to the customer in an amount that reflects the consideration expected in exchange for those goods or services.

Independent and Assisted Living

Resident fees at independent and assisted living facilities consist of monthly charges for basic housing and support services. Prior to admission to the Community, a resident agreement is required.

In addition, residents can be directly admitted to the assisted living facility. Monthly fees for residents in assisted living are recorded over the month the performance obligation is satisfied as they are considered month to month contracts. There may be ancillary services provided that are not included in the monthly fees that are considered separate performance obligations for which revenue is recognized as the services are provided.

Performance obligations are determined based on the nature of the services provided by the Community. Revenue for performance obligations satisfied over time is recognized based on actual charges incurred in relation to total expected or actual charges. The Community believes that this method provides a faithful depiction of the transfer of services over the term of the performance obligation based on the inputs needed to satisfy the obligation. Generally, performance obligations satisfied over time relate to the monthly resident fee and entrance fee amortization for residents with life care contracts. The Community measures the performance obligation from the move-in date through the estimated life expectancy of the resident for life-care residents. Revenue for performance obligations satisfied at a point in time is recognized when services are provided, and the Community does not believe it is required to provide additional goods or services to the resident.

NOTE 1 NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition (Continued)

Independent and Assisted Living (Continued)

The Community determines the transaction price based on standard charges for goods and services provided, reduced by implicit price concessions. The Community determines its estimate of implicit price concessions based on its historical collection experience with the residents.

Health Center Revenue

Health center revenue is derived from providing care in the Community's health center to residents requiring long-term or specialized care and is reported at the amount that reflects the consideration for which the Community expects to be entitled to in exchange for providing resident care. Amounts are based on daily rates which are generally fixed and are due from residents and/or third-party payors, including Medicare. The Community determines the transaction price based on standard charges adjusted for explicit price adjustments consisting of contractual allowances provided third-party payors and discounts provided in conjunction with the resident agreements. Revenue is recognized as the performance obligation is satisfied.

Patient care services in the health center represent a bundle of services based on the needs of the resident and are not capable of being distinct; accordingly, the Community has determined that the overall provision of a day of healthcare services to a resident is one performance obligation.

On October 1, 2019, a new case-mix classification system for Medicare beneficiaries in skilled nursing facilities, the Patient Driven Payment Model (PDPM) replaced RUG-IV. PDPM relies more on clinically relevant factors rather than the volume-based therapy measures used under RUG-IV for determining Medicare reimbursement. In addition, PDPM per diem payments are adjusted during a resident's stay to reflect varying costs throughout the time the resident is in the facility. During the years ended December 31, 2025 and 2024, approximately 4% and 4%, of operations revenues is received from Medicare funding sources as third-party reimbursement of costs, respectively

The opening and closing contracted balances were as follows:

	Accounts Receivable - Health Center	Accounts Receivable - Residents	Deferred Entrance Fees
Balance as of January 1, 2024	$ 1,610,081	$ 348,440	$ 10,353,272
Balance as of December 31, 2024	2,745,934	304,479	10,688,973
Balance as of December 31, 2025	3,714,541	480,150	10,799,583

Contributions

Contributions received with donor-imposed restrictions that are met in the same year as received are reported as revenues of the net assets with donor restrictions class, and a reclassification to net assets without donor restrictions is made to reflect the expiration of such restrictions.

NOTE 1 NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Advertising Costs

The Community follows the policy of charging the production costs of advertising expense as incurred. Advertising expense was $685,006 and $507,371 for the years ended December 31, 2025 and 2024, respectively.

Income Tax Status

The Community is qualified under Section 501(c)(3) of the Internal Revenue Code and is exempt from federal and state income taxes.

Uncertainty of Income Taxes

The Community follows ASC 740, Income Taxes, which clarifies the accounting for uncertainty in income taxes by prescribing the recognition threshold a tax position is required to meet before being recognized in the financial statements. The Community recognizes a tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities. As of December 31, 2025 and 2024, management has evaluated the Community's tax positions and concluded that the Community had no material uncertainties in income taxes that require disclosure in the financial statements.

With few exceptions, the Community is no longer subject to income tax examinations by U.S. federal, state or local tax authorities for three years after the date filed.

Subsequent Events

The Community has evaluated events and transactions for potential recognition or disclosure through April 16, 2026, the date the financial statements were issued.

NOTE 2 LIQUIDITY

As of December 31, 2025 and 2024, financial assets available within one year for general expenditure, such as operating expenses, principal and interest payments, and capital expenditures not financed by debt were as follows:

	2025	2024
Cash and Cash Equivalents	$ 6,871,641	$ 10,452,575
Accounts Receivable, Net	4,194,691	3,050,413
Investments	58,289,629	47,837,614
Total	$ 69,355,961	$ 61,340,602

In addition to financial assets available to meet general expenditures over the next 12 months, the Community operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures. Refer to the statement of cash flows, which identify the sources and uses of the Community's cash and show positive cash generated by operations for the year ended December 31, 2025 and 2024.

NOTE 3 FAIR VALUE MEASUREMENTS

Under the FASB's authoritative guidance on fair value measurements, 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 at the measurement date. In determining fair value, the Community uses various methods, including market, income and cost approaches. Based on these approaches, the Community often utilizes certain assumptions that management believes market participants would use in pricing the asset or liability, including assumptions about risk and/or the risks inherent in the inputs to the valuation technique. These inputs can either be readily observable, corroborated by market data, or generally unobservable. The Community utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. Based on the observability of the inputs used in the valuation techniques, the Community is required to provide the following information according to the fair value hierarchy. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values. Financial assets and liabilities carried at fair value will be classified and disclosed in one of the following three categories:

Level 1 – Quoted prices for identical assets and liabilities traded in active exchange markets, such as the New York Stock Exchange.

Level 2 – Observable inputs other than Level 1 inputs, including quoted prices for similar assets or liabilities, quoted prices in less active markets, or other observable inputs that can be corroborated by observable market data. Level 2 inputs also include derivative contracts whose value is determined using a pricing model with observable market inputs or can be derived principally from or corroborated by observable market data.

Level 3 – Unobservable inputs supported by little or no market activity for financial instruments whose value is determined using pricing models, discounted cash flow methodologies, or similar techniques, as well as instruments for which the determination of fair value requires significant management judgment or estimation; also includes observable inputs for nonbinding single- dealer quotes not corroborated by observable market data.

In some instances, the inputs used to measure fair value may align with different levels of the fair value hierarchy. In such instances, the inputs are based on the lowest level of input that is significant to the fair value measurement. The Community has various processes and controls in place to ensure that fair value is reasonably estimated.

NOTE 3 FAIR VALUE MEASUREMENTS (CONTINUED)

While the Community 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 at the reporting date.

During the years ended December 31, 2025 and 2024, there were no changes to the Community's valuation techniques that had, or are expected to have, a material impact on its balance sheets or results of operations.

The following is a description of the valuation methodologies used for instruments measured at fair value:

Domestic Equity Mutual Funds, Domestic Equities, Flexible Capital, International Equity Mutual Funds, Fixed Income Mutual Funds, Inflation Hedging Securities Funds, Limited Partnerships, Real Estate funds, and Money Market Funds

The fair value of domestic equity mutual funds, domestic equities, international equity mutual funds, fixed income mutual funds, flexible capital, inflation hedging securities funds, limited partnerships, real estate funds, and money market funds is the market value based on quoted market prices, when available, or market prices provided by recognized broker-dealers. If listed prices or quotes are not available, fair value is based upon externally developed models that use unobservable inputs due to the limited market activity of the instrument.

The following summary details the assets that the Community measures at fair value on a recurring basis, by level, within the fair value hierarchy at December 31:

	2025			
	Level 1	Level 2	Level 3	Total
Assets:				
Investments:				
Money Market Funds	$ 309,651	$ -	$ -	$ 309,651
Domestic Equity Mutual Funds	17,696,253	-	-	17,696,253
Domestic Equities	4,427,013	-	-	4,427,013
Flexible Capital	14,231,355	-	-	14,231,355
International Equity Mutual Funds	9,718,036	-	-	9,718,036
Fixed Income Mutual Funds	6,543,134	-	-	6,543,134
Inflation Hedging Securities Funds	1,816,677	-	-	1,816,677
Real Estate	3,339,280	-	-	3,339,280
Limited Partnerships	208,230	-	-	208,230
Total	$ 58,289,629	$ -	$ -	$ 58,289,629

NOTE 3 FAIR VALUE MEASUREMENTS (CONTINUED)

	2024			
	Level 1	Level 2	Level 3	Total
Assets:				
Investments:				
Money Market Funds	$ 335,870	$ -	$ -	$ 335,870
Domestic Equity Mutual Funds	14,824,841	-	-	14,824,841
Domestic Equities	4,041,454	-	-	4,041,454
Flexible Capital	10,118,783	-	-	10,118,783
International Equity Mutual Funds	7,461,159	-	-	7,461,159
Fixed Income Mutual Funds	7,235,559	-	-	7,235,559
Inflation Hedging Securities Funds	1,713,353	-	-	1,713,353
Real Estate	1,902,912	-	-	1,902,912
Limited Partnerships	203,683			203,683
Total	$ 47,837,614	$ -	$ -	$ 47,837,614

NOTE 4 ACCOUNTS RECEIVABLE - HEALTH CENTER

The Community grants credit without collateral to its patients, most of whom are insured under third-party payor agreements. The mix of receivables from patients and third-party payors is as follows at December 31:

	2025	2024
Medicare	$ 2,277,132	$ 1,497,382
Private Patients	1,627,837	1,236,938
Other Third-Party Payors	923,528	620,570
Subtotal	4,828,497	3,354,890
Allowance	(1,113,956)	(608,956)
Total	$ 3,714,541	$ 2,745,934

NOTE 5 PROPERTY AND EQUIPMENT

Property and equipment consist of the following at December 31:

	2025	2024
Buildings and Building Improvements	$ 140,732,808	$ 138,266,837
Land and Land Improvements	5,336,183	5,334,577
Furnishings and Equipment	5,668,856	7,359,285
Vehicles	588,829	836,871
Total Cost	152,326,676	151,797,570
Less: Accumulated Depreciation and Amortization	73,972,407	74,615,178
Subtotal	78,354,269	77,182,392
Construction in Progress	357,524	764,464
Total	$ 78,711,793	$ 77,946,856

NOTE 6 BONDS PAYABLE

The following summary details the status of the Community's bonds payable at December 31:

Description	2025	2024
Massachusetts Development Finance Agency Revenue Bonds, Edgewood Life Care Community Obligated Group Issue, Series 2017, are comprised of $58,700,000 of bonds at a fixed rate of 2.53% per annum, with maturity dates ranging from May 15, 2017 through April 15, 2047	$ 43,014,452	$ 45,074,371
Total	43,014,452	45,074,371
Less: Current Portion, Net of Current Deferred Financing Costs	(2,100,959)	(2,047,494)
Less: Unamortized Deferred Financing Costs	(263,007)	(275,433)
Bonds Payable, Net of Current Portion, Deferred Financing Costs and Debt Discount	$ 40,650,486	$ 42,751,444

The Series 2017 bonds are subject to optional redemption in whole or in part at any time at a redemption premium of 1% of the principal amount redeemed multiplied by the remaining term in years, plus interest accrued to the redemption date. The bonds are secured by a mortgage encumbering the real estate owned by Edgewood. In conjunction with the Series 2017 bonds the Community must adhere to certain financial covenants, such as debt service coverage ratio, liquidity ratio, and nonfinancial covenants. Management believes that it is in compliance with its debt covenants as of December 31, 2025.

Financing costs relating to the bonds are included as a reduction of bonds payable and are being amortized over the term of the bonds using the effective interest method. During the years ended December 31, 2025 and 2024, the Community recorded $12,425 in amortization of financing costs which is included as interest expense in the accompanying statement of operations.

Estimated maturities of the bonds payable are as follows for year ending December 31:

Year Ending December 31,	Long-Term Debt	Deferred Financing Costs	Net
2026	2,113,384	(12,425)	$ 2,100,959
2027	1,585,560	(12,425)	1,573,135
2028	1,228,869	(12,425)	1,216,444
2029	1,297,967	(12,425)	1,285,542
2030	1,364,980	(12,425)	1,352,555
Thereafter	35,423,692	(200,882)	35,222,810
Total	$ 43,014,452	$ (263,007)	$ 42,751,445

NOTE 7 REFUNDABLE ENTRANCE FEE DEPOSITS

When a residency agreement is signed, a deposit of approximately 10% of the entrance fee is collected. The balance of the entrance fee is payable 15 days following the date occupancy is offered to the resident. Generally, depositors may cancel their residency agreements at any time prior to admission and receive at least a partial refund of the entrance fee deposit. Deposits of $8,386,361 and $7,676,794 had been received from future residents who have signed residency agreements as of December 31, 2025 and 2024, respectively, which are included within refundable deposits in the accompanying financial statements.

NOTE 8 RETIREMENT PLAN

The Community participates in a tax-deferred annuity plan (the Plan) as described in Section 401(k) of the Internal Revenue Code that covers all eligible employees beginning after their first full year of service. The Community makes "safe harbor" matching contributions to participants in accordance with Plan requirements. The Community contributed $207,741 and $183,334 to the Plan during the years ended December 31, 2025 and 2024, respectively.

NOTE 9 NET ASSETS WITH DONOR RESTRICTIONS

The following summary details net assets with donor restrictions as of December 31:

	2025	2024
Subject to Expenditure for Specific Purpose:		
For the Benefit of Employees	$ 16,782	$ 11,274
Trail Improvement Fund	240	30,000
Nursing Education Fund	24,500	24,500
Music Fund	14,320	14,320
For the Benefit of Residents	10,000	9,850
Current Event Speakers Fund	3,265	3,415
Sue Smith Tree Fund	1,530	-
Transportation Fund	460	460
Reading Program	665	665
Subtotal	71,762	94,484
Subject to the Community's Spending Policy and Appropriation:		
Assets Held in Perpetuity (Including Original Gift Amount of $2,650 as of December 31, 2024 and 2023 and the Income Earned to Support Operations	2,650	2,650
Total	$ 74,412	$ 97,134

NOTE 9 NET ASSETS WITH DONOR RESTRICTIONS (CONTINUED)

The endowment fund is currently being held in the Community's operating cash account. There was no endowment activity during the year ended December 31, 2025 and 2024. When the endowment fund is invested, investment income will be classified as net assets with donor restrictions until those amounts are appropriated for expenditures by the Community in a manner consistent with the standard of prudence prescribed by the Massachusetts Uniform Prudent Management of Institutional Funds Act (UPMIFA). UPMIFA is a model act approved by the Uniform Law Commission that serves as a guideline for states to use in enacting legislation. This standard also requires disclosures about an organization's endowment funds (both donor-restricted endowment funds and board-designated endowment funds).

The Board of Trustees (the Board) has interpreted state law as requiring realized and unrealized gains of net assets restricted in perpetuity, and interest and dividends earned to be retained in net assets with donor restrictions until appropriated by the Board and expended. The Community has not adopted a formal spending policy and investment policy for endowment funds. The Community has not made any appropriations during 2025 and 2024, and believes spending would not be prudent at this time.

The General Laws of Massachusetts allow the Board to appropriate for expenditure or accumulate so much of an endowment fund as the Community determines is prudent for the uses, benefits, purposes and duration for which the endowment fund is established. In making a determination to appropriate or accumulate, the Community shall act in good faith, with the care that an ordinarily prudent person in a like position would exercise under similar circumstances, and shall consider, if relevant, the following factors: the duration and preservation of the endowment fund; the purposes of the Community and the endowment fund; general economic conditions; the possible effect of inflation or deflation; the expected total return from income and the appreciation of investments; other resources of the Community; and the investment policy of the Community.

NOTE 10 NET ASSETS RELEASED FROM RESTRICTIONS

During the years ended December 31, 2025 and 2024, net assets were released from restrictions by incurring expenses satisfying the restricted purposes or by the occurrence of other events specified by donors.

The following summary details net assets released from restrictions during the year ended December 31:

	2025	2024
For the Benefit of Employees	$ 330,663	$ 297,926
Music Fund	-	1,000
Trail Improvement Fund	89,761	-
Total	$ 420,424	$ 298,926

NOTE 11 MEDICAL MALPRACTICE CLAIMS

The Community purchases professional and general liability insurance to cover medical malpractice claims through an occurrence basis policy effective June 30, 2014. There are no known claims and incidents that may result in the assertion of additional claims, as well as no claims from unknown incidents that may be asserted arising from services provided to patients. Based on historical evidence, the Community believes that a reserve for claims from unknown incidents is not necessary, and as such, no reserve has been accrued in the financial statements as of December 31, 2025 and 2024.

NOTE 12 FUNCTIONAL EXPENSES

The financial statements report certain categories of expense that are attributable to one or more programs or supporting services of the Community. Those expenses include depreciation, insurance and taxes, interest, utilities, information technology, food, and the compliance department. Depreciation, insurance and taxes, interest and utilities are allocated on a square footage basis, information technology is allocated based on the number of devices used, food is allocated based on the number of meals, and the compliance department is allocated based on the estimated time where efforts are made.

The functional classification of expenses for the Community is as follows for the years ended December 31:

	2025					
	Independent Living	Health Center	Assisted Living	Total Program	General and Administrative	Total
Wages, Benefits, and Other Employee Related Costs	6,691,680	4,655,582	2,849,514	$ 14,196,776	1,530,935	$ 15,727,711
Outside Labor	32,409	380,785	248,956	662,150	-	662,150
Professional Fees and Licenses	13,633	36,699	5,606	55,938	1,170,353	1,226,291
IT	144,527	114,881	33,352	292,760	77,822	370,582
Repairs and Maintenance	568,764	91,727	78,395	738,886	6,463	745,349
Food and Supplies	1,056,369	478,473	463,409	1,998,251	82,107	2,080,358
Activities	73,161	16,419	19,929	109,509	-	109,509
Medical Expenses	-	736,698	-	736,698	-	736,698
Other Services	1,101	9,734	3,793	14,628	679,961	694,589
Occupancy	2,225,561	281,717	281,717	2,788,995	28,172	2,817,167
Marketing	513,790	441	170,776	685,007	-	685,007
Depreciation	3,882,504	491,456	491,456	4,865,416	49,146	4,914,562
Interest	953,437	120,689	120,689	1,194,815	12,069	1,206,884
Total	$ 16,156,936	$ 7,415,301	$ 4,767,592	$ 28,339,829	$ 3,637,028	$ 31,976,857

NOTE 12 FUNCTIONAL EXPENSES (CONTINUED)

	2024					
	Independent Living	Health Center	Assisted Living	Total Program	General and Administrative	Total
Wages, Benefits, and Other Employee Related Costs	$ 6,559,906	$ 4,500,055	$ 2,652,391	$ 13,712,352	$ 1,539,364	$ 15,251,716
Outside Labor	30,406	369,632	160,831	560,869	-	560,869
Professional Fees and Licenses	11,019	43,810	6,307	61,136	704,472	765,608
Promotional Development	458,257	842	48,272	507,371	-	507,371
IT	151,786	120,651	35,028	307,465	81,636	389,101
Repairs and Maintenance	627,687	78,461	50,183	756,331	7,133	763,464
Food and Supplies	1,014,207	448,345	489,590	1,952,142	69,138	2,021,280
Activities	64,814	14,044	16,386	95,244	-	95,244
Medical Expenses	-	567,579	-	567,579	-	567,579
Other Services	253	11,915	2,884	15,052	220,422	235,474
Occupancy	2,161,114	397,943	406,238	2,965,295	27,356	2,992,651
Depreciation	3,832,858	485,172	485,172	4,803,202	35,975	4,839,177
Interest	1,030,459	130,438	130,438	1,291,335	25,586	1,316,921
Total	$ 15,942,766	$ 7,168,887	$ 4,483,720	$ 27,595,373	$ 2,711,082	$ 30,306,455

NOTE 13 RELATED PARTY TRANSACTIONS

Management Fees

The Community is assessed management fees by its sole corporate member, Edgewood Senior Solutions Group, Inc. (ESSG) to pay for administrative, technology, and other costs incurred by ESSG on the Community's behalf. Management fees of $939,060 and $528,000 were assessed in 2025 and 2024, respectively, and are recorded as a component of General and Administrative expenses on the Community's statement of activities.

Recoverable Grant

The Community made a recoverable grant of $10,000,000 to a related party, The Baldwin Senior Living (The Baldwin), in 2022 to fund a portion of construction project costs and costs to issue bond financing (Series 2022 Bonds). The recoverable grant bears interest at 5.00% per annum upon completion of the construction project and stabilization of occupancy of The Baldwin. Repayment of the grant is subordinated to the payment of the Series 2022 Bonds, a support agreement with The Baldwin, and other financial conditions. The recoverable grant is recorded as a component of intercompany receivable on the Community's balance sheet as of December 31, 2025 and 2024. Management believes the Recoverable Grant to be fully recoverable as of December 31, 2025 and 2024.

Related Party Receivable

The Community has made unsecured loans of $3,830,309 and $3,628,211 as of December 31, 2025 and 2024, respectively, to The Baldwin during its construction and stabilization phase in order to support its operational costs. The Community was repaid by The Baldwin monthly through construction requisition funding for any project related payments made by the Community, and all construction related expenses have been repaid as of December, 31, 2024.

The Community has also made unsecured loans of $1,364,221 and $811,767 as of December 31, 2025 and 2024, respectively, to ESSG.

NOTE 13 RELATED PARTY TRANSACTIONS (CONTINUED)

Related Party Receivable (Continued)

The unsecured loans are recorded as a component of intercompany receivable on the Community's balance sheet as of December 31, 2025 and 2024. Management believes the balances to be fully recoverable as of December 31, 2025 and 2024.

NOTE 14 SELF-INSURANCE

Effective January 1, 2024, the Community and its affiliates adopted a Self-Funded Employee Health Benefits Plan (the Plan), whereby health coverage is provided for employees of the participating entities. The Plan calls for the health costs of enrolled employees to be paid through monthly contributions to the Plan, up to a maximum of $50,000 per medical occurrence, after which a stop-loss health insurance policy covers costs in excess of $50,000. The Plan covers an aggregate benefit maximum of $1,000,000. The Plan is administered through an outside third-party administrator.

Total cost of the Plan is shared by all participating entities based upon relative employer enrollment of employees. The Community's share of the Plan's costs amounted to approximately $1,353,000 for the year ended December 31, 2025. At December 31, 2025, the third-party administrator provided an estimate of projected costs for "high cost claimants." The Community's share of the estimated stop-loss reimbursements amounted to approximately $112,000 at December 31, 2025, and was credited against the Organization's January 2026 premium due.



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