

CCRC DISCLOSURE STATEMENT

of

MAPLEWOOD AT MAYFLOWER PLACE

Operated By

MAPLEWOOD MAYFLOWER PLACE ALF, LLC

December 2025

MAPLEWOOD MAYFLOWER PLACE ALF, LLC

MAPLEWOOD AT MAYFLOWER PLACE CCRC DISCLOSURE STATEMENT

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MAPLEWOOD AT MAYFLOWER PLACE

CCRC DISCLOSURE STATEMENT

This Disclosure Statement is prepared for Maplewood Mayflower Place ALF, LLC (the “Provider” or the “Company”) with respect to a continuing care community (“CCRC”) known as Maplewood at Mayflower Place (the “Community”, “Facility” or “Mayflower”), located at 579 Buck Island Road, West Yarmouth, Massachusetts 02673, pursuant to M.G.L. Chapter 93, Section 76.

Article 1

Name and Address of Provider

Name of Community: Maplewood at Mayflower Place (the “Community” or “Facility”)
Address: 579 Buck Island Road
West Yarmouth, Massachusetts 02673
Telephone: (508) 790-0200

Name of Operator of
Community: Maplewood Mayflower Place ALF, LLC (the
“Provider” or “Company”)
Address: 55 Greens Farms Road, Westport, Connecticut
06880
Telephone: (203) 557-4777

Maplewood Mayflower Place ALF, LLC is a manager-managed Connecticut limited liability company authorized to do business in the Commonwealth of Massachusetts.

Article 2

Officers and Directors

Prior to December 11, 2025, the owner of a majority of the membership interests in Maplewood Mayflower Place ALF, LLC was the Estate of Gregory D. Smith (the “Estate”), and the sole manager of Maplewood Mayflower Place ALF, LLC was GDS Manager, LLC, a Delaware member-managed limited liability company. The sole member of GDS Manager, LLC is Shelby L. Wilson, as Administrator c.t.a. d.b.n. of the Estate.

The Massachusetts Executive Office of Aging & Independence (“AGE” or “EOAI”), formerly known as the Executive Office of Elder Affairs (“EOEA”), approved an application for the change of ownership of membership interests in the Provider, including a transfer of the Estate’s membership interests, and on December 11, 2025, (a) the Estate transferred its membership interest in the Provider to G&H SE Holdco., LLC, a Connecticut member-managed limited liability company (“G&H SE”) owned, indirectly, by two (2) senior, long-standing owners of minority membership interests in the Provider (collectively, the “G&H SE Members”), and (b) G&H SE contributed its membership interest in the Provider to Maplewood Operating Holdco, LLC, a Connecticut limited liability company (“OpCo”). As a result of the restructure of ownership of membership interests, (a) a majority of the membership interests in the Provider is owned by OpCo, (b) a majority of the membership interests in OpCo is owned by G&H SE, and (c) a majority of the membership interests in the Provider is owned indirectly by the G&H SE Members.

Candace Bauer-Wiley is the interim Executive Director of Maplewood at Mayflower Place, and in such capacity is responsible for the day-to-day management of the Community.

Article 3

Business Experience

The G&H SE Members described in Article 2 above are also the direct or indirect owners of a majority of the membership interests in other companies which operate and/or manage assisted living communities in Massachusetts, Connecticut, Ohio, New York, New Jersey and Washington, DC, and a skilled nursing and rehabilitation center in Massachusetts. The names and locations of the affiliated senior living communities is attached to this Disclosure Statement as Exhibit “A”.

The G&H SE Members are also the indirect owners of Maplewood Senior Living, LLC (“MSL”), a Connecticut limited liability company, which provides certain services to the Community and the affiliated senior living communities, such as accounting, human resources, marketing and legal services.

The Provider assumed operations of Maplewood at Mayflower Place - previously known as Mayflower Place Retirement Community - on October 31, 2014.

Article 4 Affiliation

The Provider is not affiliated with any religious, charitable or other nonprofit organization.

Article 5 Description of Property

Maplewood at Mayflower Place is a Continuing Care Retirement Community (“CCRC”) providing housing, services and health care to residents. The Community is located at 579 Buck Island Road, West Yarmouth, Massachusetts 02673, on a campus (the “Campus”) of over forty (40) acres of landscaped grounds located between Route MA 28 and Buck Island Road.

The Community has one hundred twenty-eight (128) one- and two-bedroom CCRC units (Units”) in a variety of floor plans, each equipped with one or two private bathrooms, a kitchen with full appliances, a balcony or patio, a washer and dryer, and a 24-hour emergency alert and response system, one hundred twenty-six (126) of which Units are licensed by the Massachusetts Executive Office of Aging & Independence (“AGE” or “EOAI”), formerly known as the Executive Office of Elder Affairs (“EOEA”), as assisted living units (sometimes, “AL Units”). The Provider anticipates submitting an application to increase the number of licensed AL Units to one hundred twenty-eight (128) to EOAI. If such an amended or new application is submitted to, and approved by, EOAI, the Community would be comprised of one hundred twenty-eight (128) AL Units and no Independent Units.

The Community contains many amenities, including a fitness center with an indoor heated pool, a salon and spa, chapel, country store, theater room, library, dining room and cafe.

The Campus is also home to Mayflower Place Nursing & Rehabilitation Center, a seventy-two (72) bed skilled nursing and rehabilitation center that offers both short-term/rehabilitation and long-term care.

The specific services available to residents of AL Units at Maplewood at Mayflower Place are described in the model Residency and Services Agreement attached hereto as Exhibit “B”. The Provider does not anticipate entering into any new residency agreements for the two (2) remaining independent units (i.e. not yet licensed by AGE as AL Units) until such time as the units are licensed as AL units. Residents of the two (2) remaining independent units may refer to their existing residency agreements for a description of specific services available to residents of such units.

Article 6

Financial Statements

Attached to this Disclosure Statement as Exhibit “C” are certified financial statements of Maplewood Mayflower Place ALF, LLC, including (a) a balance sheet as of December 31, 2024, and (b) income statements for the (i) January 1, 2022 – December 31, 2022, (ii) January 1, 2023 – December 31, 2023, and (iii) January 1, 2024 – December 31, 2024 fiscal years.

In Exhibit “D” attached to this Disclosure Statement the Provider has included tables showing the frequency and average dollar amount of each increase in periodic rates at the Community for the previous five (5) years. Please note that the information contained in the tables are with respect to independent units only.

Exhibit “A”

Affiliated Senior Living Communities

Maplewood at Danbury 22 Hospital Avenue, Danbury, Connecticut 06810
Maplewood at Newtown 166 Mount Pleasant Road, Newtown, Connecticut 06470
Maplewood at Orange 245 Indian River Road, Orange, Connecticut 06477
Maplewood at Strawberry Hill 73 Strawberry Hill Avenue, East Norwalk, Connecticut 06855
Maplewood at Southport 917 Mill Hill Terrace, Fairfield, Connecticut 06890
Maplewood at Darien 599 Boston Post Road, Darien, Connecticut 06820
Maplewood at Stony Hill 46 Stony Hill Road, Bethel, Connecticut 06801
Maplewood at Mayflower Place a/k/a Mayflower Place Retirement Center 579 Buck Island Road, West Yarmouth, Massachusetts 02673
Mayflower Place Nursing and Rehabilitation Center a/k/a Maplewood at Mayflower Place Nursing and Rehabilitation Center 579 Buck Island Road, West Yarmouth, Massachusetts 02673
Maplewood at Weston 99 Norumbega Road, Weston, Massachusetts 02493
Maplewood at Brewster 820 Harwich Road, Brewster, Massachusetts 02631
Maplewood at Mill Hill f/k/a Mill Hill Residence 164 MA Route 28, West Yarmouth, Massachusetts 02673
Maplewood at Twinsburg 2463 Sussex Boulevard, Twinsburg, Ohio 44087
Maplewood at Cuyahoga Falls 190 West Bath Road, Cuyahoga Falls, Ohio 44223
Maplewood at Chardon 12350 Bass Lake Drive, Chardon, Ohio 44024
Maplewood at Princeton 1 Hospital Drive, Plainsboro, New Jersey 08536
Inspir Carnegie Hill 1802 Second Avenue, New York, New York 10128

Inspir Embassy Row
2100 Massachusetts Avenue NW, Washington, DC 20008

Exhibit “B”

Residency and Services Agreement (Assisted Living Units)

RESIDENCY AND SERVICES AGREEMENT

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RESIDENCY AND SERVICES AGREEMENT

THIS RESIDENCY AND SERVICES AGREEMENT (this “**Agreement**” or “**Residency Agreement**”) is made effective as of the <<LFDDS>> day of <<LFDML>>, <<LFDYYYY>>, by and between Maplewood Mayflower Place ALF, LLC, a Connecticut limited liability company with an office and place of business at 55 Greens Farms Road, Westport Connecticut 06880 (“<<PROPADDR1>>” or “**Maplewood**”; together with its successors and assigns, the “**Management Agent**”, “**Owner**”, “**us**” or “**we**”), and <<RESFULLNAME>> (“**you**”), for Apartment #<<UNITCODE>> (the “**Apartment**”, “**apartment**” or “**unit**”) at <<PROPADDR1>> (the “**Community**”), located at 579 Buck Island Road, West Yarmouth, MA 02673.

Section I - Introduction

1. Regarding This Agreement

- a. This Agreement contains terms and conditions of your residency in the Community. You are entering into this Agreement as someone who is appropriate for, and will receive from us, assisted living care or services.
- b. Additional terms and conditions of your residency are contained in the Resident Handbook (as the same may be amended from time to time), which has been provided to you.
- c. **Disclosure of Rights and Services.** You acknowledge receiving, reviewing, and signing the Disclosure of Rights and Services prior to signing this Agreement.
- d. **Medical Evaluations and Application Information.** Eligibility for residence at the Community is contingent upon your obtaining a medical examination and having a licensed physician or authorized practitioner complete and sign a Physician’s Clearance/Medical Form, in form and substance acceptable to us, which shall affirmatively state that you are appropriate for an assisted living level of care.

You have provided information on our application paperwork, a health history and medical report, an emergency contact and other information in association with your application. You have also provided the results

of a medical evaluation by a physician or authorized practitioner. You represent that all of the information provided by you, or on your behalf, is true, complete and current as of the date it was provided, and acknowledge that we are relying on this information in entering into this Agreement.

You agree that if your medical evaluation is dated more than thirty (30) days prior to your move-in date, you will provide an updated medical evaluation before moving in.

You agree that you will have your medical evaluation information updated by a physician or authorized practitioner annually, after you are hospitalized or when we request updated information because of a change in your health or functional status. You will promptly provide a copy of your initial and annual medical evaluations to us.

You agree to designate a local personal physician or authorized practitioner within thirty (30) days after move-in and to provide us with his or her name, address and telephone number. By signing this Agreement, you agree that your physician, authorized practitioner and other professionals and caregivers involved in your care may consult with our staff as needed with respect to matters affecting your wellness and care.

- e. **Responsible Party.** If another person is handling your financial affairs and paying your bills, you will provide us with that person's name, address, telephone number, and email address. That person may be the conservator of your estate, your attorney-in-fact, a relative, or another individual appointed by you. We may require that individual to sign a Responsible Party Agreement, attached.
- f. **Guaranty Agreement.** If another individual is or may be paying all or part of your monthly fees under this Agreement from his or her personal funds, we require that individual to sign a Guaranty Agreement in the form attached.

2. **Term of This Agreement**

This Agreement is effective on the date noted on the first page. The date you take "**Financial Occupancy**" of your apartment is set forth on the Summary

of Payments Due at Occupancy attached. We are not responsible if we cannot give you possession of the apartment on the date you are scheduled to take Financial Occupancy. If we cannot give you possession on that date, we will charge you the Monthly Residency Fee only from the date we can give you possession of your apartment. If we cannot give you possession within thirty (30) days after the date you are scheduled to take Financial Occupancy, as the same may be amended from time to time, you may cancel this Agreement upon written notice to us.

The date one (1) year from the date you take Financial Occupancy of your apartment, and the same date of each succeeding year, is called the “**Anniversary Date**.” On each Anniversary Date this Agreement is renewed automatically for an additional term of one (1) year. You or we may end this Agreement on or before the Anniversary Date of the first or any additional terms, as described below.

3. Termination of Residency Agreement

- a.** You may terminate this Agreement or reject the automatic renewal of this Agreement:
 - i.** Except as set forth in the following subsection (ii), at any time, for any or no reason, by giving us written notice (which may be by email) at least sixty (60) days in advance. Your notice must state the date you want this Agreement to end, which must be at least sixty (60) days after the notice.
 - ii.** If you require a level of care or services that are not available at the Community and you will therefore be moving from the Community into a skilled nursing facility, we will require only thirty (30) days' prior notice (which may be by email). You may be required to provide us with evidence that you are moving into a skilled nursing facility if you are terminating this Agreement in accordance with this subsection (ii).
 - iii.** If this Agreement states that you are sharing your apartment as a Shared Occupancy, please refer to “Occupancy Shared” below regarding your rights and responsibilities should one person vacate the apartment.

- b.** We may terminate this Agreement:
- i.** With at least thirty (30) day's written notice (which may be by email) prior to any Anniversary Date of this Agreement should we intend not to renew this Agreement with or without cause.
 - ii.** Due to casualty or condemnation of part or all of the Community's main building or condemnation of a significant part of the property on which the Community is located, as of the last day of the month in which the casualty occurs or the condemnation becomes effective.
 - iii.** With a date to be determined by us for any of the following reasons:
 - A.** You fail to pay the full statement balance, including all monthly fees, within ten (10) days of the due date.
 - B.** You abandon the apartment by being absent from the Community for at least thirty (30) consecutive days without written notice to us of your intention to return to the Community.
 - C.** Your physical and/or mental needs cannot be adequately met at the Community. This situation may arise if we determine, in our sole discretion, that you require a level of care or services that either are not available at the Community or, if available, you chose not to contract for such services from the Community, and you have not made adequate arrangements for the provision of such services by other care providers and/or family members.
 - D.** You, your outside care providers or your guests are habitually disruptive, create unsafe conditions, are verbally or physically abusive to you, other residents or our staff, disrupt the rights of other residents to the quiet enjoyment of their apartments and/or the common areas of the Community, or otherwise endanger the mental and/or physical health, welfare or safety of yourself, themselves, other residents and/or staff.

6. **Disposition and Storage of Personal Property.** If you or your Responsible Party give written notice of termination of this Agreement and your personal property is not claimed or removed by the date of termination you or your Responsible Party stated in the notice, or if you or your Responsible Party did not give written notice of termination of this Agreement and your personal property is not claimed or removed within thirty (30) days of your moving out of the apartment or your death, then we, at our option, may, at any time (a) remove, store and/or dispose of your property, and you or your estate shall be obligated to pay any and all costs of removal, storage or disposition, or (b) permit your property to remain in your apartment, and you or your estate shall be obligated to pay us the daily rate of the Total Monthly Rent for your apartment for each day your property remains in the apartment. Any such removal, storage, or disposition costs may be deducted from any amounts otherwise due as a refund under this Agreement, including, but not limited to, the security deposit or last month's rent.

Notwithstanding anything to the contrary outlined in this Agreement, we will not be responsible for damage to or loss of any of your personal property, including when your personal property is in your apartment, is being moved into storage, or is in storage.

7. **Disposition Upon Resident's Death.** In the event of your death, we are authorized to transfer your personal property to the Responsible Party, if any, or duly authorized representative of your estate. The Responsible Party or duly authorized representative of your estate must acknowledge, in writing (which may be by email), the receipt of personal property transferred to his or her custody by us.
8. **Documentation.** The date and reason for the termination of this Agreement, and your destination, if known, shall be recorded in your file.
9. **Responsibilities and Representations of the Community.**
- a. We agree to maintain the Community facilities, the common areas of the Community, your apartment, and the equipment provided by us located in your apartment in good condition, reasonable wear and tear excepted, and in substantial compliance with all applicable laws, rules, and regulations of governmental authorities of competent jurisdiction.

- b. We may enter your apartment, with notice to you, at reasonable times and for reasonable purposes, including, but not limited to, the following: (a) inspection, (b) maintenance and repair of your apartment, of other residents' apartments, or common areas, (c) performance of scheduled housekeeping and other duties, (d) providing personal care and other health services, and (e) we believe that your safety or the safety of others is in question or that our policies or procedures are being violated. We may enter your apartment without notice if we reasonably believe an emergency may exist. Therefore, you cannot change the locks or add additional locks to the entrance door to your apartment.

Section II - Accommodations and Services

The Monthly Rent covers all of the following accommodations, amenities, and services:

1. Accommodations

- a. You may occupy and use your apartment for your personal residence. Apartments are not furnished. You are encouraged to bring your own furniture; however, if necessary, we can assist you in obtaining rental furniture.
- b. We provide carpeting and/or floor coverings, draperies and/or window treatments, and paint and/or wall coverings on all interior walls and ceilings for your apartment. We have the exclusive right to determine and select the type, style, design, and color of these items.
- c. Any alterations, additions, repairs, or improvements you make to your apartment must first be approved in writing (which may be by e-mail) by the Executive Director of the Community. Alterations that require approval include placing holes in the walls (greater than those involved in the normal hanging of pictures, mirrors, etc.), ceiling, woodwork, or floors; painting, wallpapering, or carpeting; or adding window treatments, antenna, or cable installations. You may not change any lock or add any lock or locking device to your apartment. Any approved

alterations or improvements you make will become the property of the Community. When this Agreement ends, you agree to pay any cost involved in returning your apartment to its original state. The condition of your apartment and its equipment are described in the attached Statement of the Condition of the Apartment (the “Apartment Report”).

2. Occupancy Shared

If two individuals, related or not, share an apartment (“**Shared Occupancy**” or “**Companion Occupancy**”), each individual will sign a separate Residency and Services Agreement that specifies the Shared Occupancy Rate in the Monthly Residency Fee Statement attached. Once signed, you have consented to share your apartment. If a married couple is sharing an apartment, you agree to be jointly and severally responsible for all fees due under this Agreement as well as the Agreement of your spouse for the shared apartment, just as if you and your spouse were each a signatory to this Agreement and such other Agreement.

3. Included Utilities

The Community will furnish your apartment with water, electricity, seasonal heat, air conditioning, and Wi-Fi (collectively, “**Included Utilities**”).

Cable television, internet, and telephone service charges are not included in the Monthly Rent. At your request, we will arrange for telephone service and expanded basic cable service, each for an additional monthly fee as set forth in the attached Fee Schedule. You may contact the provider directly for additional services.

4. Maintenance and Repair

We repair, maintain, and replace property and equipment we own. You may be responsible for damages as set forth in this Agreement. The costs of repairs, maintenance, and replacement of your personal property are your responsibility. We provide routine personal maintenance services, such as hanging pictures or moving furniture within your apartment, at your request. An additional charge is imposed for these services as set forth in the Fee Schedule attached.

You agree to maintain your apartment in a clean, sanitary and orderly condition. You shall reimburse us for repairing the apartment and for repairing or replacing furnishings and fixtures owned by us in the apartment above and beyond ordinary wear and tear.

5. Fire Protection

Your apartment and the common areas of the Community are equipped with smoke detectors and a sprinkler system.

6. Emergency Response System/Security

For any urgent or emergency matters, the apartments and the common areas, as applicable, are equipped with the following emergency equipment to alert the Community's staff to urgent or emergency matters:

- Your Apartment has one (1) operational pull-cord located in the bathroom of your Apartment.
- Residents may receive an emergency response pendant (wrist or necklace) and are encouraged to wear it at all times for emergencies.
- The common area bathrooms have a fully operational pull cord installed.
- When you pull a cord, a signal will be transmitted to the on-duty Wellness staff, alerting the staff that you need assistance.
- The Community shall have staff on-site twenty-four (24) hours per day, seven (7) days per week, to respond to any emergency matters which may arise.
- Residents residing in a Special Care Residence (sometimes, an “SCR” or “Currents™”) have memory impairment and may not be able to utilize a pull-chord or an emergency pendant. Safety checks shall be performed for resident safety as provided for in a resident's Individual Service Plan.

Section III – Fees

You agree to pay all charges set forth in this Agreement and acknowledge that these charges are subject to change in accordance with this Agreement.

1. Community Fee

- a. We acknowledge receipt of a one-time Community Fee in the amount specified on your Reservation Agreement or, if you did not enter into a Reservation Agreement, specified on the Fee Schedule attached to this Agreement. This Community Fee is non-refundable except as described below. The Community Fee covers the cost of evaluating and processing all of the information you provided in connection with your application, including health and health-related information; your initial personal care needs assessment and preparation of your initial service plan; and administrative documentation and processing.
- b. Ten percent (10%) of the Community Fee is non-refundable once you have taken Financial Occupancy of your apartment. If you decide not to move into the Community, or you move out of the Community during the first ninety (90) days after the date you have taken Financial Occupancy, because (a) you are dissatisfied with your experience at the Community, (b) you have a medical condition that requires you to move to a health care facility providing a higher or specialized level of care, such as a skilled nursing facility, or (c) you die, we will refund the remainder of your Community Fee on a pro-rata basis based on the date you move out of the Community during the initial ninety (90) day period. For example, if you take Financial Occupancy and move in on June 1 and then move out thirty (30) days later on July 1, we would refund two-thirds (2/3) of the remainder of your Community Fee, provided that you have paid all amounts otherwise due to us under this Agreement and have performed all other conditions set forth in this Agreement.

2. Last Month's Rent

As shown on the Monthly Residency Fee Statement attached, you have paid a deposit equal to one (1) month's Monthly Rent that will be applied towards the rent due for the last month of your financial

occupancy. You may be required to increase the amount of the deposit from time to time if and when your Month Rent increases for any reason, including, but not limited to, a change of apartments or as the result of an annual increase.

Interest will be paid on the Last Month's Rent Deposit in accordance with the law.

Payment of the Last Month's Rent Deposit may be required prior to your moving into the Community.

3. Monthly Residency Fee

The Monthly Residency Fee includes:

- a. Monthly Rent** (specified in the Monthly Residency Fee Statement attached).
- b. Personal Service Fees.** The Description of Basic and Personal Care Services attached to this Agreement describes available Personal Service Plans. In addition to the Personal Service Plans we offer packages such as Medication Management.

4. Changes in Monthly Residency Fee

- a. Shared Occupancy.** Where two parties share an apartment, and it later becomes occupied by a single Resident, regardless of the reason for the termination of the occupancy of the other Resident, the remaining Resident's obligations under this agreement shall continue. The remaining Resident shall then pay the full Monthly Rent for the apartment, all other fees otherwise owed by the departing resident in addition to all other charges, fees, and expenses applicable to the remaining resident. Alternatively, you may remain in the apartment with consent to share with another individual and continue to pay the Shared Occupancy Rate. Should you choose to transfer to a different apartment, you may do so when an apartment becomes available and you sign a new Residency and Services Agreement.
- b. Private-Duty Caregivers.** Subject to the terms of this Residency Agreement, you may employ private duty aides or caregivers who

provide health or personal care or other personal assistance and services (including, but not limited to, companion services) not available through the Community (a “Caregiver”) so long as you provide advance written notice to the Executive Director of the Community and provide information about the caregiver.

The Caregiver may be an independent contractor or employed by a home health or staffing agency or similar company. These caregivers are not employees of the Community, and residents who use such Caregivers accept the risks and responsibilities associated with using a Caregiver.

- All Caregivers must sign in upon entry into the Community and sign out upon exit from the Community.
- All Caregivers must wear tags identifying the Caregiver’s affiliation with an agency, if any, and the full name of the Caregiver.
- All Caregivers must adhere to and comply with the Community rules, policies, and procedures. The Community reserves the right to prohibit a Caregiver if you or the Caregiver fail to comply with Community rules, policies, and procedures or for other reasonable cause as determined by the Community.
- Caregivers are not employed by the Community, and the Community does not check or investigate the background, experience, health, or immigration/citizenship status of any Caregiver hired by a resident. Further, the Community is not responsible for the actions or failure to act of any Caregiver or for the payment of caregiver fees, taxes, insurance, unemployment, workers’ compensation benefits, or any other costs associated with the caregiver.

You agree to take full legal responsibility for any injury, damage, or loss caused by any Caregiver to you, your property, or to others or their property, including, but not limited to, us, other residents of the Community, and their employees, guests, and contractors. You agree that we are not legally responsible for such injury, damage, or loss to you or any other person.

You agree that we may exclude Caregivers for reasonable cause, including, but not limited to, their failure to comply with our rules for the conduct of non-residents on the premises of the Community or evidence of past misconduct involving abuse, neglect, or financial exploitation of the elderly.

A monthly Live-In Caregiver Fee will apply as set forth in the Fee Schedule attached. If you notify us in writing that you no longer employ a live-in caregiver, then the Live-In Caregiver Fee will not be charged effective the first (1st) day of the first (1st) month following our receipt of your written notice. All other terms of this Agreement will remain in effect.

- c. **Change of Accommodations.** The Community reserves the right to determine and make all arrangements regarding residency, including moving in and moving out of residents, and adjustments in rates and accommodations consistent with state law and our policies. The Monthly Rent may be adjusted from time to time to reflect the current rates of the Community for the plan and apartment size chosen.
- d. **Move to New Apartment.** We reserve the right to relocate you, including on an involuntary basis, to another apartment within the Community as deemed required, prudent or desirable by us for your health, safety, or comfort; for the health, safety, or comfort of others; to perform routine or unscheduled maintenance or repairs of your apartment, of other residents' apartments, or common areas; or to comply with state or local law, rule or regulation. In such circumstances, we will make every reasonable effort to provide you with reasonable notice and a comparable apartment, if available.

If you choose to change apartments within the Community at your request, you will be responsible for paying for any damage beyond reasonable wear and tear to your existing apartment before moving to your new apartment. We may also charge you a fee to move your personal property from one apartment to another.

- e. **A` La` Carte Services.** You will pay for any charges for other items or services provided during the preceding month that are not included in

the Monthly Rent or Personal Care Service Fees. A La Carte services are listed on the Fee Schedule attached.

- f. Other Amounts.** You will pay any other amounts due us under the terms of this Agreement.
- g. Annual Increase.** We reserve the right to increase your Monthly Residency Fee on the first (1st) day of each calendar year (i.e., January 1st). We will provide you with prior written notice (which may be by email) of any such annual increase. However, if you take Financial Occupancy and move into your apartment on or after October 1st of a year, we will waive our right to increase your Monthly Residency Fee on the first (1st) day of the immediately succeeding calendar year. For example, if you take Financial Occupancy and move into your apartment on October 15, 2025, we will waive our right to increase your Monthly Residency Fee on January 1, 2026.

Resident

Responsible
Party

5. Month One - Monthly Fees

Upon signing this Agreement, you will pay the Monthly Residency Fee for the first (1st) month. Should you take Financial Occupancy on a date other than the first (1st) day of the month, we will prorate your first (month one) Monthly Residency Fee as set forth on the Summary of Payments Due at Occupancy attached.

Prior to the first (1st) day of each month, you will receive a Monthly Statement reflecting charges for your Monthly Residency Fee and other charges. All bills are due and payable upon receipt. If you fail to pay your Monthly Residency Fee or other charges by the tenth (10th) day of each calendar month, we may assess a late charge equal to the lesser of (a) \$150.00, or (b) the maximum permitted by law, for each month such payment is late.

Charges for checks returned for non-sufficient funds will be billed to the resident at the bank rate, plus a \$25.00 fee.

6. Fee Schedule and Fee Increases

The Fee Schedule in effect as of the date of this Agreement is attached to this Agreement. We have the right at any time, upon thirty (30) days prior written notice to you or your Legal Representative, if applicable, to change the Fee Schedule, including the right to increase all or any fees.

Note: A change in your needs after a health assessment by us may result in a change in your Personal Service Fees as described in this Agreement. Any change in your Monthly Residency Fee resulting from an apartment accommodation change, a service level change, or a rate increase, including an annual rate increase, may be evidenced by a Monthly Residency Fee Amendment in the form attached, which shall constitute an amendment to this Agreement. Notwithstanding anything to the contrary set forth in this Agreement, the change will become effective immediately when your individual service plan is changed, the day you change apartments, or a new calendar year begins, regardless of whether or when you, or someone acting on your behalf, such as a guardian, the conservator of your estate, or your attorney-in-fact, receive or execute the Amendment.

Resident

Responsible
Party

7. Absences from the Community

This Agreement provides you with the right to occupy your apartment at all times while it is in effect, including before, during, or after a temporary absence for any reason.

You are responsible for paying any and all of your Monthly Residency Fees whether you are absent from the Community or not, including, but not limited to, absences due to medical reasons or vacations.

8. Method of Payment

All payments can be made:

1. Online via Sunbound
2. By mail addressed to:

Maplewood Senior Living
PO Box 847669 – CID <<CT_CID>>
Boston, MA 02284-7669

9. Long-Term Care Insurance

The Community will send its monthly invoices to you, or the Responsible Party if applicable, for payment in accordance with this Agreement. The Community will reasonably cooperate with your long-term care insurer and, upon your request, will provide a courtesy copy of monthly invoices to the long-term care insurer at the beginning of the month following the month the services were rendered for payment reimbursement to you. We do not make any representations to You concerning the benefits or extent of coverage you may be entitled to under any long-term care insurance policy. You should be aware that your policy may not cover all expenses that you incur and are responsible for under this Agreement, such as (i) total of your monthly rent and care fees, (ii) rent and care fees due us when you are in the hospital or at a short-term rehabilitation facility, or (iii) hair salon fees and other incidentals. Notwithstanding the existence of any long-term care insurance you may have, you are, and you remain, primarily responsible for the timely payment of Community invoices.

Section IV - Additional Services and Amenities

1. Additional Services

Beyond the services already included in the Monthly Residency Fee for the Care Program or Care Level you receive, you may purchase additional services from us on an optional, fee-for-service basis. The fee for each separate service is detailed below and in the attached Fee Schedule.

If at any time we determine in our sole discretion that you require care or services - whether for your health and safety or the health and safety of other residents or staff - beyond which we provide at the Community, you will obtain such care or assistance at your expense. In the event you do not obtain such care or assistance, we reserve the right to obtain it at your expense at our discretion until other appropriate arrangements are made or until termination of this Agreement. Such expenses will be added to, and will comprise part of, your Monthly Residency Fee.

2. Services of Other Providers

Third-party healthcare providers (e.g., physicians, hospice, medical supplies, pharmacy, temporary nursing care, laboratory, X-ray, physical therapy, occupational therapy, speech pathology, podiatry, dental, optometry, and hearing aid repair) may make their services available to you on the Community's premises from time to time upon your request or by our invitation. You have the right to directly engage any licensed healthcare provider or private duty provider of your choice, so long as (i) you comply with any applicable state or other governmental regulations governing skilled care services, (ii) neither you nor the provider, nor the provision of such services, is disruptive to the Community or other residents of the Community and (iii) the provider complies with the Community's policies. If applicable, these services will be billed directly by the provider to you or your third-party payer.

You agree to take full legal responsibility for any injury, damage, or loss caused by any provider of such services to you, your property, or to others or their property, including, but not limited to, us, other residents of the Community and their employees, guests, and contractors. You agree that we are not legally responsible for such injury, damage, or loss to you or any other person.

You agree that we may exclude persons who provide any personal care, other services, or goods to you on the premises of the Community for reasonable cause, including, but not limited to, their failure to comply with our rules for the conduct of non-residents on the premises of the Community, or evidence of past misconduct involving abuse, neglect or financial exploitation of the elderly.

3. Service Limitations and Staffing

The Disclosure of Rights and Services sets forth a complete explanation of the limitations on Community services, including any limitations on services to address specific Activities of Daily Living and behavioral management, as well as the role of Community nurses and staffing levels.

Section V - Your Rights and Responsibilities

1. Resident Bill of Rights

Every resident of the Community has certain rights guaranteed by law. Those rights are set forth in Part A, Section I, titled “Residents’ Rights,” of the Disclosure of Rights and Services.

2. The Community Grievance Procedure

A complete explanation of the Community Grievance Procedure is set forth in the Disclosure of Rights and Services.

3. Overnight Guest Visits

No one other than you shall have the right to occupy your apartment without notifying, and obtaining the prior approval of, the Executive Director unless otherwise permitted pursuant to guest policies established by the Community. Such policies shall be intended to permit stays of short duration by residents’ guests, where such stays will not, in the sole opinion of the Executive Director, adversely affect the operation of the Community or the welfare of the Community’s residents.

4. Conduct of Residents, Staff and Management

You agree to comply with all governmental laws and regulations, the provisions of this Agreement, and the Community’s rules, regulations, policies, and procedures as posted in the Community or as set forth in the Resident Handbook or Disclosure of Rights and Services. The Community reserves the right to change or amend the Resident Handbook, the Disclosure of Rights and Services and the rules, regulations, policies, and procedures, from time to time. You understand that your failure to abide by all of the above may result in our terminating this Agreement. Your signature to this Agreement acknowledges the receipt of copies of the Resident Handbook and the Disclosure of Rights and Services, and the opportunity to ask any questions about the Community’s rules, regulations, policies and procedures.

Community staff and management agree to abide and conform to the rules for conduct and behavior as outlined in the Disclosure of Rights and Services.

We will provide you with any revisions or amendments that we adopt to the Resident Handbook and Disclosure of Rights and Services.

5. Personal and Other Property

You are responsible for furnishing, insuring and maintaining your own clothing, jewelry, personal possessions and other items of property as needed or desired.

We will not be liable for damage to or loss of any of your personal property.

We strongly advise that you obtain, at your own expense, renter's insurance, including casualty insurance to cover potential damage to or loss of personal property, and liability insurance to pay for bodily injury or property damage caused by your negligence.

6. Damages to Apartment or the Community Property

You are responsible for any damages caused either intentionally or negligently by you or your guests to the Community's real or personal property beyond normal wear and tear, and shall pay any charges billed and assessed for repair or replacement based on the actual charge or cost to us for such repair or replacement.

7. Policies and Procedures

The policies and procedures relating to the Community are incorporated into this Agreement. We reserve the right to amend and revise the policies and procedures from time to time.

8. Release of Liability

You hereby release the Owner, and its parent, affiliates or subsidiaries, and the Community, and their respective officers, directors, shareholders, members, managers, owners, partners, employees, and representatives (all of the foregoing collectively, the "**Releasees**"), from liability for any personal injury or property damage suffered by you or your agents, guests, or invitees, unless solely caused by the negligence of the Facility or its employees or agents. You hereby release the Owner, the Facility and other Releasees from any and all liability associated with an adverse event resulting from your self-administration pursuant to the physician's or authorized practitioner's written order.

Except as hereinafter set forth in this subparagraph, no personal liability shall accrue against the Releasees, or any heir, personal representative, successor, or assign of the Releasees, except the Owner, nor shall any personally-owned property of the foregoing individuals be realized for the satisfaction of any claims. You understand and agree that you shall look solely to the Owner and the Facility for the satisfaction of any and all claims arising out of or relating to this Agreement. The Owner and the Facility shall not be liable for any personal injury or property damage from the action of any employee or agent of the Owner or Facility acting outside the scope of their employment or agency.

Section VI - Miscellaneous Provisions

1. Incompetency

In the event you become legally incompetent or are unable to properly care for yourself or your property, and in the event that you have made no other designation of a person or legal entity to serve as your guardian or conservator, and as permitted by applicable law, you hereby grant authority to us to apply to a court of competent jurisdiction for the appointment of a conservator or guardian. All legal and other costs including, but not limited to, attorneys' fees, the fees of any consultants and expenses, and court costs, incurred by us to accomplish this, will be billed to you or your estate.

2. Waiver of One Breach Not a Waiver of Any Other

Our failure to insist upon the strict performance, observance or compliance by you of or with any of the terms and provisions of this Agreement shall not be construed to be a waiver or relinquishment by us of our right to insist upon strict compliance by you with all of the terms and provisions of this Agreement.

3. Assignment

We reserve the sole right to assign this Agreement to any successor-in- interest selected by us. You cannot assign any of your rights under this Agreement to anyone else, nor can you sublet your apartment, pledge, mortgage or use this Agreement or your apartment for security. No one to whom you owe money,

or who has some other claim against you, may make any claim, lien or attachment against this Agreement, your apartment or the Community.

4. Governing Law; Jurisdiction; Waiver of Jury Trial

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to its choice of law principles, and shall be binding upon and inure to the benefit of each of the undersigned parties and their respective heirs, beneficiaries, personal representatives, successors and assigns. In addition, this Agreement and your rights are subject to the Community's policies, which may be amended from time to time.

Any action or proceeding arising out of this Agreement shall be brought and adjudicated in the Massachusetts District Court or Superior Court with subject matter jurisdiction over the claims and located within the Judicial District within which the Community is located, or in the United States District Court for the District of Massachusetts, and the parties hereby consent to the exclusive jurisdiction and venue in any such Court, and to the personal jurisdiction of any such Court, in any such action or proceeding.

THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER AGAINST THE OTHER ON ANY MATTER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT OR THE RESIDENT'S RESIDING IN, AND RECEIVING SERVICES FROM, THE COMMUNITY.

This Agreement shall comply with applicable federal and state laws and regulations concerning consumer protection and protection from abuse, neglect and financial exploitation of the elderly and disabled.

5. Severability

The various provisions of this Agreement shall be severable one from another. If any provision of this Agreement is found by a court or administrative body of proper jurisdiction and authority to be invalid, the other provisions shall remain in full force and effect as if the invalid provisions had not been a part of this Agreement.

6. Entire Agreement

This Agreement, including its schedules and other attachments, represents the entire understanding between the parties, and supersedes all previous representations, understandings or agreements, oral or written, between the parties.

7. Captions

The captions used in connection with the paragraphs and subparagraphs of this Agreement are inserted only for the purpose of reference. Such captions shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Agreement or any part thereof, nor shall such captions otherwise be given any legal effect.

8. Modifications

We reserve the right to modify the terms of this Agreement. We will give you (and your Responsible Party, if applicable) advance written notice of any such modifications thirty (30) days or such shorter or longer period as may be required to comply with any law or regulation.

9. Fee Schedule

Your signature acknowledges the receipt of a copy of the Fee Schedule attached to this Agreement, and the opportunity to ask questions about our charges.

10. Agreement

You and your Responsible Party, if any, acknowledge that they have read and understood the terms of this Agreement, that the terms have been explained to them by a representative of the Community, and that they have had an opportunity to ask questions about this Agreement.

11. Attorneys' Fees

Should we take legal action to enforce the provisions of this Agreement as a result of your failure to comply with any of the terms of this Agreement or the Community's policies, you agree to pay all fees and costs we incur in

connection with any such action including, but not limited to, reasonable attorneys' fees, the fees of any consultants and expenses, and court costs.

12. Notices

Except as otherwise expressly set forth in this Agreement, (a) notices required by this Agreement will be in writing and delivered either by personal delivery, first-class mail or overnight mail (e.g. Federal Express), and (b) notices to you will be delivered or sent to you at your apartment or to any other address you have provided to us upon your departure, if you have vacated your apartment. Notices to us must be delivered or sent to the Executive Director of the Community, at the Community, with a copy sent to:

<<PROPADDR1>>
<<PROPADDR2>> <<PROPADDR3>>
<<PROPCITY>>, <<PROPSTATE>> <<PROPZIP>>
Attention: Executive Director

13. Electronic Signature; Counterparts

Each of the undersigned (i) has agreed to permit the use, from time to time and where appropriate, of telecopied or electronically scanned and transmitted signatures, (ii) intends to be bound by its respective telecopied or scanned and transmitted signature, (iii) is aware that the other will rely on the telecopied or scanned signature, and (iv) acknowledges such reliance and waives any defenses to the enforcement of this Agreement based on the fact that a signature was sent by telecopy or electronic mail. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument.

14. Emergencies

The information, terms and conditions set forth in this Residency Agreement are subject to change in the event of, and during, emergencies, including public health emergencies such as that presented by COVID-19, as a result of which, for example, residents' access to certain amenities may be limited or eliminated, visiting hours restricted or eliminated, activities restricted or eliminated, and dining services and hours changed.

<deliberately left blank>

IN WITNESS WHEREOF, the parties, intending to be legally bound, have signed this Agreement, one copy of the Agreement being retained by each party and a copy to be filed in your records.

WITNESS:

<u><<RESFULLNAME>></u>		
Name:	Resident	Date Signed

<u><<GONE NAME>></u>		
Name:	Responsible Party* (if applicable)	Date Signed

*Documentation of Power of Attorney, Guardianship or Conservatorship must be supplied by any person signing this Agreement as Agent, Attorney-in-Fact, Guardian or Conservator on behalf of the Resident. Such documentation is to be attached hereto and made a part hereof.

Name:	Authorized Agent <<PROPADDR1>>	Date Signed

Responsible Party Agreement

This Agreement is entered into as of <<LFDDS>> day of <<LFDML>>, <<LFDYYYY>>, by and among <<RESFULLNAME>> (the “Resident”), <<GONE_NAME>> (the “Responsible Party”), and <<PROPADDR1>>, a Connecticut limited liability company with an office and place of business at <<PROPADDRESS>> (doing business as <<PROPADDR1>>, and hereinafter referred to as the “Management Agent or “Owner”).

Recitals

The Resident desires to live in the Apartment at the <<PROPADDR1>> (the “Community”) identified in the Residency and Services Agreement (the “Residency Agreement”) between the Owner and the Resident.

The Owner has identified, in conjunction with the Resident, a need for an individual to provide certain assistance to or on behalf of the Resident in the event such assistance is necessary and/or who is willing to pay the Resident’s financial obligations to the Owner under the Residency Agreement from the Resident’s assets in the event the Resident does not make payments when due.

The undersigned Responsible Party has agreed to provide such assistance and to pay such obligations from the Resident’s assets if and as necessary.

1. **Decision Making.** In the event that the condition of the Resident makes such assistance necessary or advisable, the Responsible Party, upon the request of the Owner, will:
 - a. Participate as needed with the Community staff in evaluating the Resident’s needs and planning and implementing a personal care plan;
 - b. Assist the Resident as necessary to maintain the Resident’s welfare and to fulfill the Resident’s obligations under the Residency Agreement;
 - c. Assist the Resident in moving to a hospital, nursing home, or other medical community in the event that the Resident’s needs can no longer be met by the Community;
 - d. Assist in removing the Resident’s personal property from the Apartment when the Resident leaves the Community; and
 - e. Make necessary arrangements, or assist the legally responsible person in making necessary arrangements, for funeral services and burial of the Resident in the event of death.

2. **Financial.** The Responsible Party hereby agrees to pay the Owner, from the Resident's assets, all amounts due from the Resident under the Residency Agreement, as it may be amended from time to time, including any amounts resulting from increases in fees or charges authorized by the Residency Agreement.

The Responsible Party agrees to pay the Owner within thirty (30) days of receiving each notice from the Owner of nonpayment by the Resident.

The Responsible Party acknowledges that he/she has received and has reviewed a copy of the Residency Agreement, and has had an opportunity to ask any questions the Responsible Party may have.

In WITNESS WHEREOF, the undersigned have duly executed this Agreement, or have caused this Agreement to be duly executed on their behalf, as of the day and year first above written.

Resident

<<RESFULLNAME>>

Print Name

Signature

Date

Responsible Party

<<GONE_NAME>>

Print Name

Signature

Date

Address: <<GONE_ADDR1>> <<GONE_ADDR2>> <<GONE_ADDR3>>

<<GONE_HOMEPHONE>>

Home Phone

<<GONE_WORKPHONE>>

Work Phone

<<GONE_MOBILEPHONE>>

Cell Phone

Email Address <<GONE_EMAIL>>

Legal Roles: <<C_GONE_LEGALROLES>>

By:

Name:

Date Signed

Authorized Agent of:

<<PROPADDR1>>

Guaranty Agreement

Name of the Resident: <<RESFULLNAME>> (the “Resident”)

This is a Guaranty Agreement (the “Agreement”) made and entered into as of <<LEASEFROMDATE>>, by and between <<PROPADDR1>> (referred to as “we” or “us”) and <<GONE_NAME>> (individually and collectively referred to as “you” or “Guarantor”) regarding a Residency and Services Agreement between us and the Resident dated [insert date], as amended from time to time (the “Residency Agreement”). The Residency Agreement requires us to provide housing and supportive services for the Resident. You acknowledge that a copy of the Residency Agreement has been provided to you and that you have had the opportunity to review it.

In consideration of our provision of housing and supportive services to the Resident, you personally, unconditionally and irrevocably, jointly, and severally guarantee to promptly pay all fees and other charges set for which the Resident becomes liable pursuant to the terms of the Residency Agreement and to timely fulfill all of the Resident’s financial obligations to us under that Agreement. You agree to waive notice of all revisions and amendments to the Residency Agreement, and we are not required to give you any notice of the Resident’s default under that Agreement, or of any intent to exercise our rights pursuant to this Guaranty Agreement. Any forbearance by us in exercising our rights under this Guaranty Agreement or under the Residency Agreement shall not constitute a waiver or relinquishment of those rights.

All amounts due under the Residency Agreement shall be due and owing by you pursuant to this Guaranty Agreement if at any time the Resident fails to make any payment within three (3) days after the payment becomes due.

The validity and effect of this Guaranty Agreement shall be governed, construed, and enforced in accordance with the laws of the state of <<PROPSTATE>>, without regard to its conflict of laws and/or rules.

Should legal action be taken to enforce the provisions of this Agreement, you agree to pay all reasonable attorneys’ fees and costs incurred in connection with any such action.

THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM BROUGHT BY EITHER AGAINST THE

**OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY
CONNECTED WITH THIS AGREEMENT.**

This Guaranty Agreement does not relieve the Resident of the Resident's obligation to pay all sums due under the Residency Agreement.

This Guaranty Agreement is automatically assigned to our and your respective heirs, legal representatives, successors, and assigns. This Guaranty Agreement may not be changed, modified, discharged, or terminated except in writing, signed by you and us.

Signature of Community Representative

Date

Signature of Guarantor

Date

Monthly Statement

You agree to pay the Community all charges that you incur, as and when due. Monthly Residency Fees are due and payable, in advance, on the first (1st) day of each month. Fees incurred without pre-payment will be billed, due and payable with the next Monthly Residency Fee.

The Monthly Residency Fee consists of the total amount due for the coming month for Rent, the fee for the Care Program you are enrolled in and any Additional Services that the Community is providing to you pursuant to your Service Plan.

The charge(s) shown below reflect the amount due for the choices you have selected as of this date. Changes in your accommodations and/or services will be invoiced accordingly.

Resident Name: <<RESFULLNAME>>

Apt. # <<UNITCODE>>
F\

Monthly Fees	Start Date	End Date
<<TableStart:MonthlyCharges>><<MCDesc>>	<<PSRC_dtFrom>>	<<PSRC_dtTo>> <<MCDAMOUNT>><<TableEnd:MonthlyCharges>> \$ 0.00

Concessions	Start Date	End Date
<<TableStart:ConcessionsMS>><<ConDesc>>	<<RentC_dtFrom>>	<<RentC_dtTo>> <<MRCDAMOUNT>><<TableEnd:ConcessionsMS>>

Total Monthly Charges Minus Concessions <<C_MSTOTAL>>

***Note: Charges for additional services or time not included in your Service Plan will be included on your Monthly Statement.**

Summary of Payments Due at Occupancy

When move-in occurs between the 1st and 14th of the month, the amount due from you on the first (1st) day of occupancy will be the total of:

1. The Daily Rate for the month of move-in, which is calculated by your total Monthly Residency Fee divided by the actual number of days in the month multiplied by the number of days remaining in the month, including the day of move-in.
2. Non-refundable Community Fee.
3. Any other charges due for additional or other services.
4. Deposit Fee Credit, if applicable.

When move-in occurs on or after the 15th day of the month, the amount due from you on the first (1st) day of occupancy will be the total of:

1. The Daily Rate for the month of move-in, which is calculated by your total Monthly Residency Fee divided by the actual number of days in the month multiplied by the number of days remaining in the month, including the day of move-in.
2. The full Monthly Residency Fee for the upcoming month.
3. Non-refundable Community Fee.
4. Any other charges due for additional or other services.
5. Deposit Fee Credit, if applicable.

Resident Name: <<RESFULLNAME>> Apartment #: <<UNITCODE>>

Financial Occupancy Date: <<ACCOMMODATIONSTARTDT>>

Monthly Fees	Start Date	End Date	
«TableStart:MonthlyCharges»«MCDesc»	«PSRC_dtFrom»	«PSRC_dtTo»	«MCDAMOUNT»«TableEnd:MonthlyCharges» \$ 0.00

One Time Fees			
«TableStart:P1TCharges»«P1TCDesc»			«P1TCDAMOUNT»«TableEnd:P1TCharges»

Concessions	Start Date	End Date	
«TableStart:Concessions»«ConDesc»	«RentC_dtFrom»	«RentC_dtTo»	«MRCDAMOUNT»«TableEnd:Concessions»

Due at Move-in

Prorated Amount due for this Month	<<FINANCIALSTARTDATE>> - <<EOM_DTTO>>	<<PRORATIONAMOUNT>>
One Time Fees		<<ONETIMEFEES>>

Amount due for next month
**if moving after the 15th*

Total Due upon Move in \$ 0.00

Party, if other than Resident, responsible for billing:

Name <<GONE_NAME>>

Address <<GONE Addr1>> <<GONE Addr2>> <<GONE Addr3>>

Telephone Number(s): <<GONE MOBILEP Hom <<GONE HOMEPHON

E-Mail <<GONE EMAIL>>

Statement of the Condition of the Apartment

Resident Name: <<RESFULLNAME>> Apartment No.: <<UNITCODE>>

This is a statement of the condition of your Apartment. You should read it carefully in order to see if it is correct. If it is correct, you must sign it. This will show that you agree that the list is correct and complete. If it is not correct, you must attach a separate signed list of any damage which you believe exists in the Apartment. This statement must be returned to The Community within fifteen (15) days after you receive this list or within fifteen (15) days after you move in, whichever is later.

STATEMENT

The Apartment is presently fully habitable, in good condition and repair and is without defect or problem, and all appliances provided are properly functioning.

I, the undersigned, hereby acknowledge that I have inspected the Apartment and, having occupied the Apartment for fifteen (15) days, find the above statement to be true and accurate, except as noted in the lines below:

Furthermore, I promise to notify The Community immediately of any problems or conditions needing repair that affect the Apartment's livability or use and to allow The Community staff access, if needed, to make any repairs and inspections of the Apartment.

I acknowledge having received this Attachment upon signing this Lease and promise to return it to The Community within fifteen (15) days of occupancy.

Signature of Resident

Date

Signature of Responsible Person

Date

Description of Basic and Personal Care Services

Basic Services – Provided to Residents in All Programs

We will provide you with the following basic services (“Basic Services”), which are included in the cost of your Monthly Rent. Descriptions of these services and other services for additional fees, as outlined in the Fee Schedule, are provided in the Fee Schedule.

- a. Basic personal services for residents who are primarily independent but may benefit from occasional cueing.
- b. Housekeeping services once per week consisting of vacuuming, dusting cleared surfaces, personal trash removal, sanitizing the bathroom, and external cleaning of the kitchen area.
- c. Weekly laundering of bed linens and towels.
- d. Three (3) meals served daily; all standard menu choices are prepared with no added salt and reduced sodium in the cooking; special diets include no concentrated sweets and low fat, as well as a texture-modified diet, on physician’s order.
- e. Regular snacks.
- f. Wellness consultations.
- g. Social, cultural, and educational activities.
- h. Scheduled transportation within a ten (10) mile radius of the Community.
- i. Resident and family meetings.
- j. Staff on the premises 24 hours a day.
- k. Secured and alarmed entry and exits during overnight hours.

The following additional services are included as Basic Services for our Assisted Living (excluding Special Care Residence) residents only:

- Secured and alarmed entry and exits during overnight hours.
- Monitoring and supervising your location and condition during overnight hours, if provided for in a resident’s Personal Service Plan.

The following additional services are included as Basic Services for our Currents™ (Special Care Residence) residents only:

- Secured and alarmed entry and exits.

- Safety checks between the hours of 7:00 a.m. and 7:00 p.m., as provided for in a resident's Personal Service Plan; and hourly between the hours of 7:00 p.m. and 7:00 a.m.
- Personal laundry service once per week.
- Planned activity program that includes structured activities with designated staff a minimum of three (3) times within a 24-hour period, seven (7) days per week. The planned activity program shall address Resident's needs in gross motor activities, self-care activities, social activities, and sensory and memory enhancement activities.

*A resident must demonstrate safe behavior in order to remain in the Assisted Living neighborhood. Safe behavior in this context is defined as not being at a heightened risk for elopement.

PERSONAL SERVICES

You may not require or opt for all the services within any Service Plan or Package. Some services are available on an as-needed basis and can be offered on an optional, fee-for-service basis. Available Personal Services are outlined in the Fee Schedule.

CARE PLANS

*****Prices for the Service Plans and Service Packages below are listed in the attached Fee Schedule***

Personal Service Plans – also referred to as Care Plans - include assistance with activities of daily living, which may include assistance with personal hygiene, dressing, bathing or showering, some assistance with escorts to and from dining and activities, cueing/reminding or assistance with additional linen and/or personal laundry, additional housekeeping, meals, health maintenance. We assess on a point-based system to determine the most appropriate Personal Service Plan.

Vistas™ Level I Plan. Our Vistas™ Level I Plan is intended for those whose needs are primarily comprised of reminding, cueing, and little or no physical assistance with their activities of daily living (i.e., reminders only for activities of daily living as well as activities and mealtimes).

Vistas™ Level II Plan. Our Vistas™ Level II Plan is intended for those whose needs primarily consist of a moderate level of physical assistance

with their activities of daily living (i.e., some grooming, bathing, and dressing).

Vistas™ Level III Plan. Our Vistas™ Level III Plan is intended for those whose needs with some activities of daily living are of a more extensive physical needs nature (assistance for bathing, grooming, and dressing and some moderate assistance with mobility and eating).

SERVICE PACKAGES

We will provide assistance, including communication with your physician and pharmacy, ensuring appropriate documentation is given for changes, orders, and reorders. Medications must be in the original pharmacy package and cannot be pre-poured by you, a family member, or any other person. The pharmacy holds complete responsibility for filling prescriptions per physician orders. The community is not responsible for picking up medications as part of this service.

Self-Administered Medication Management (SAMM). The Community offers Self-Administered Medication Management (SAMM) pursuant to 651 CMR 12.04 for an additional fee as set forth in the Fee Schedule. The policies related to SAMM services, which may be amended from time to time, are outlined in the Disclosure of Fees and Services and incorporated herein by reference.

Limited Medication Management (LMA). The Community offers Limited Medication Administration (LMA) pursuant to 651 CMR 12.04 for an additional fee as set forth in the Fee Schedule. The policies related to LMA services, which may be amended from time to time, are outlined in the Disclosure of Fees and Services and incorporated here by reference.

Medication. All medications delivered by a pharmacy will be delivered directly to the Resident in his or her unit. You or your family must provide all medications, and they must be in the original packaging from the pharmacy.

The Community does not pick up medications at a pharmacy or accept delivery of medications for the Resident. If the Resident is unavailable at the time of delivery, the Community representative assisting the person delivering medication from a pharmacy to the Resident will make a reasonable attempt to seek out the Resident. In the event the Community

representative is unable to successfully seek out the Resident, the Community will check whether a copy of the Resident's prior written approval to enter the Apartment for the purpose of delivering the Resident's medication is on file. Once the Community representative confirms that the prior written approval form has been obtained from the Resident, the Community representative will accompany the person delivering the medication for the Resident into the Resident's Apartment for the purpose of storing the medication in the designated location within the Apartment.

DignityCare Continence Management. We offer three (3) DignityCare Continence packages, depending on the nature and extent of the resident's incontinence, for an additional fee as set forth in the Fee Schedule attached as Schedule "G". Assistance with continence by a member of the Community caregiving staff may include scheduling toileting and providing assistance with toileting as necessary, and assisting the resident with personal hygiene care. Continence products needed, including wipes, briefs, and other standard continence supplies, are included. Personal hygiene products, laundry, and carpet cleaning are not included in any of the services.

Outing and Publicity Waiver

Resident Name (“Resident”): <<RESFULLNAME>>

Outing Waiver

Resident Response	Resident Initial	Representative Response	Representative Initial
NO^YES		NO^YES	

I hereby give permission for Resident to take part in trips out into the community. Any vehicle used for transport will be insured and all occupants will have access to safety belts. I understand that the transportation provider will be solely responsible for the safe transport of Resident on each trip.

<<PROPADDR1>> cannot be held responsible for the provider’s actions.

Internal Publicity Waiver

Resident Response	Resident Initial	Representative Response	Representative Initial
NO^YES		NO^YES	

I hereby authorize internal publicity photographs and/or video to be taken of Resident. The consent is based upon a full understanding of Resident’s right to privacy and the right to consent to such publicity. The consent is knowingly and voluntarily given.

External Publicity Waiver

Resident Response	Resident Initial	Representative Response	Representative Initial
NO^YES		NO^YES	

I hereby authorize external publicity photographs and/or video (for newspapers, television, newsletters, blogs, web pages and the like) to be taken of Resident. The consent is based upon a full understanding of Resident’s right to privacy and the right to consent to such publicity. The consent is knowingly and voluntarily given.

Signature of Community Representative

Date

<<PMTITLES>>

Title

Signature of Resident

Date

Signature of Responsible Person

Date

Emergency Evacuation Resident Notice Form

Resident Name ("Resident"): <<RESFULLNAME>>

We want to make sure that all residents and family members are aware of our Community's policies and procedures in the event we need to evacuate the community because the National Weather Service has issued a forecast calling for this area to be directly impacted by a category 3 or stronger hurricane, a tornado, a snowstorm or other event requiring evacuation.

If the Community calls for a mandatory evacuation, all residents will be required to leave the Community. No one will be allowed to return until the Executive Director deems it is safe and the appropriate inspections have been completed. A list of telephone numbers for key administrative/staff contacts will be provided to each resident and their family members / legal guardians in the event of an evacuation.

In order for our staff to plan appropriately for an evacuation in terms of transportation, housing, food and staffing needs, we require that each resident notify the Community as to who will be primarily responsible for evacuation of the resident if necessary - a family member/a guardian/a friend, or the Community staff.

Please note that the Community is not responsible for any contents in a resident's apartment. If you wish to purchase "renter's insurance," please contact your personal insurance agent.

The safety of our residents and team members is our primary goal in any kind of emergency situation. Thank you for your understanding and cooperation.

Health Care Information Form

Resident Name ("Resident"): <<RESFULLNAME>>

I hereby authorize and give my permission for <<PROPADDR1>> and Maplewood Senior Living, LLC employees to receive and use information from, and to give, share, and disclose information with, any and all physicians, medical staff, and other related personnel in regard to my medications, physical health, cognitive ability, and any other medical or health care concerns, as well as billing information and my financial obligations to the <<PROPADDR1>>. The information that I authorize to be used, shared, and disclosed includes, but is not limited to, protected health information and may include the following: nurse assessments, progress notes, and physician reports.

<<PROPADDR1>> is an Assisted Living Facility that provides both traditional assisted living care and memory care. Health related information is used to create individualized care plans in order to provide the most appropriate care possible for the resident. All collected information is used only to help involved staff take better care of the Resident involved and is shared only in accordance with applicable law.

Signature of Resident

Date

Signature of Responsible Person

Date

Pet Policy

Resident Name ("Resident"): <<RESFULLNAME>>

We recognize the deep emotional bonds that often develop between owners and their pets. We try to accommodate pet owners while at the same time recognizing our responsibility for the safety, comfort and convenience of all residents. We have the discretion to allow pets or to require pets to be removed from the premises based on our and our residents' expectations.

Selection Guidelines

Pets will be permitted at our sole discretion. Only the types of common household pets listed in the table below and meeting the guidelines shown will be considered. The guidelines are, however, merely that, and meeting the guidelines does not guarantee that an animal will be permitted. Animals not listed below, including reptiles (except turtles), monkeys, and exotic animals that are not common household pets, are NOT permitted.

Type of Pet	Number Allowed	Restrictions and Notes
Dog	1	Maximum adult weight 25 pounds or less. Must be housebroken and spayed or neutered. Bona fide service animals are exempt from this size restriction.
Cat	1	Must be spayed or neutered and trained to the litter box.
Bird	2	Must be kept inside cage when resident is absent.
Fish		Maximum aquarium size - 20 gallons. Must be maintained on an approved stand.
Small Mammals	2	Includes hamsters, guinea pigs, rabbits, and gerbils.

Turtles	2	
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Registration

All pets brought on the Community's premises must be registered, and the registration must be updated annually. To qualify for registration, the pet must first be approved by us, the pet owner must agree to comply with the provisions of this Pet Policy, including payment of pet fees, and we and the pet owner must enter into Addendum A: Pet Agreement and Addendum B. An annual update of the registration will be due on the anniversary of the date the pet was brought into the Community. The registration must include:

- Information sufficient to identify the pet and to demonstrate that it is a common household pet.
- A certificate signed by a licensed veterinarian or a State or local authority empowered to inoculate animals (or designated agent of such authority) stating that the pet has received all inoculations required by applicable State and local law.
- Proof of licensing for dogs.
- The names, addresses, and phone numbers of two responsible parties who will care for the pet(s) if the pet owner dies, is incapacitated or is otherwise unable to care for the pet(s).
- A certificate of insurance or other evidence that the pet owner has liability insurance in place, as required below.

We do not need to provide a basis for refusing to register a pet.

Inoculations

- Dogs must be vaccinated in accordance with the appropriate state and local laws. This includes but is not limited to, canine distemper, infectious hepatitis-lepta series, parvovirus, and rabies, with booster shots as needed. Dogs must be licensed by the appropriate local government jurisdiction.
- Cats must be vaccinated in accordance with the appropriate state and local laws. This includes but is not limited to, feline enteritis and rabies, with booster shots as needed.

Sanitary and Conduct Standards

- We reserve the right to designate areas where owners may permit their pets to exercise and deposit waste.
- The pet owner is responsible for the immediate removal of any waste from his or her pet deposited on the Community's common areas or grounds.
- Owners of cats and other pets using litter boxes must change the litter at least twice each week and must separate pet waste from litter at least once each day. Pet waste and litter shall be securely wrapped in plastic bags and placed directly into outside trash bins (not into trash chutes or toilets).
- Pet owners must control the noise, odor, and insect infestation of pets so to not create a nuisance or health hazard to other residents.
- Dogs may not be left unattended for more than four (4) hours; other pets may not be left unattended for more than twelve (12) hours.
- Bird droppings must be placed into a closed plastic bag for disposal in order to prevent the transmission of psittacosis.

Pet Restraint

All cats, dogs, and other pets must be appropriately and effectively restrained and under the control of a responsible individual while on the Community's premises. Pets are not permitted in any of the Community elevators, corridors, lobbies, or other interior common areas except while being transported to or from the pet owner's apartment. Pets are not permitted in the dining room, laundry area(s), or recreation room(s) at any time. Bona fide service animals are exempt from these restrictions.

The owner of the pet is liable for the damages suffered by any person bitten or otherwise injured by the animal.

Indemnification

The resident owner of a pet shall protect, indemnify and hold harmless us and our agents, servants, employees, officers, directors, and partners forever against and from (a) all claims, losses, costs, damages, and expenses, including attorneys' fees and court costs, arising out of or from any act of the resident's pet causing injury to any person, including, but not limited to, other residents and our employees, or property, including our property and the property of other residents, and (b) all claims, losses, costs, damages, and expenses, including attorneys' fees and court costs, arising out of the resident pet owner's failure to comply in any respect with, or perform all the requirements and provisions of, this Pet Policy.

Insurance

A resident who owns or keeps pets in their apartment must carry, at their sole cost and expense, general liability insurance against injuries to persons or damage to property, with minimum coverage of \$100,000 per occurrence and \$200,000 aggregate coverage per accident or disaster, and \$25,000 for property damage. The insurance shall name the Community as an additional insured and shall be written with a company reasonably satisfactory to us. Such insurance shall further provide that the same may not be canceled, terminated, or modified unless the insurer gives us at least ten (10) days' prior written notice thereof.

Pet Fees

Residents who own or keep pets in their units may be required to pay a one-time nonrefundable pet fee, a security deposit, and/or a monthly pet fee as set forth on the Fee Schedule, which may change from time to time. In addition, such residents are required to pay reasonable expenses directly attributable to the presence of the pet in the building, including, but not limited to, the cost of maintenance, repairs and cleaning.

A resident's liability for damages caused by his or her pet is not limited to the amount of any security deposit or one-time or monthly pet fee, and the resident will be required to reimburse the facility for the real cost of any and all damages caused by his or her pet, including landscape replacement, professional cleaning, deodorizing and pest elimination.

Identification

Each dog must wear a dog license tag, and each dog and cat must wear an identification tag with the owner's name, telephone and/or apartment number.

Evacuation

In the event that the Community must be evacuated, the resident or responsible party must ensure that arrangements are made for the care and transportation of the pet. No care will be provided in an evacuated community. Any expenses incurred in relation to the care or transportation of the pet are the sole responsibility of the resident.

Protection of the Pet

If the health or safety of a pet is threatened by the death or incapacity of the pet owner or by other factors that render the pet owner unable to care for the pet, we may contact the responsible parties listed on the pet registration. If the responsible party or parties are unwilling or unable to care for the pet, or we, despite reasonable efforts, have been unable to contact the responsible party or parties, we may, in addition to all other rights and remedies, contact the appropriate state or local authority (or designated agent of such authority) authorized to remove a pet under these circumstances. We may enter the pet owner's unit, remove the pet, and place the pet in a facility that will provide care and shelter until the pet owner or a representative of the pet owner is able to assume responsibility for the pet. The pet owner shall bear the cost of the animal care facility provided under this section.

Visiting Pets

We reserve the right to refuse the entry of any visiting pet except for bona fide service animals.

Pet Rule Violations

If we determine, in our sole discretion, that the pet owner has violated rules, if any, governing the owning or keeping of pets, we may serve a written notice of pet rule violation on the pet owner and may, in addition to any other rights or remedies, levy a fine or require the removal of the pet.

Nothing in this Pet Policy prohibits us from requiring the removal of any pet from the Community for any or no reason at all.

Affidavit:

I have read and understand the above Pet Policy and agree to comply fully with its provisions. I understand that any breach of this policy is a breach of the lease and may constitute a reason for the removal of my pet. If required by management to remove my pet from the premises, I agree to affect such removal and understand that my failure to do so shall constitute grounds for eviction.

Signature of Community Representative

Date

<<PMTITLES>>

Title

Signature of Resident

Date

Signature of Responsible Person

Date

Pet Policy Addendum A: Pet Agreement

This Agreement made and entered into this <<LFDDDS>> day of <<LFDML>>, <<LFDYYYY>>, between <<PROPADDR1>>, a Connecticut limited liability company with an office and place of business <<PROPADDRESS>> (together with its successors and assigns, the “**Management Agent**”, “**Owner**” or “**we**”), and the below-named Resident.

Recitals

- A. We, as the operator of <<PROPADDR1>> (“**the Community**”), have agreed, in our sole discretion, to permit the Resident to keep the pet described on Pet Policy Addendum B: Pet Registration (the “Registration Form”) in his or her apartment, subject to the Community’s Pet Policy (the “Pet Policy” or “Policy”), which is incorporated herein by reference.
- B. The Resident hereby agrees to comply with the Policy.
- C. The Resident acknowledges that we may require the removal of any pet from the Community for any or no reason.

NOW, THEREFORE, the Resident agrees as follows:

- 1. In addition to other inspections permitted under the Residency Agreement, we may, after reasonable notice to the Resident and during reasonable hours, enter and inspect the premises. Inspections under this section shall only be made if we have received a complaint alleging (or we have reasonable grounds to believe) that the conduct or condition of a pet in the apartment constitutes a nuisance or a threat to the health or safety of the residents or other persons at the Community.
- 2. If there is no state or local authority (or designated agent of such authority) authorized under applicable state or local law to remove a pet that becomes vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of the residency as a whole, we may enter the premises (if necessary), remove the pet, and take such action with respect to the pet as may be permissible under state and local law, which may include placing it in a facility that will provide care and shelter for a period not to exceed thirty (30) days. We may enter the premises and remove the pet or take such other permissible action only if we request the resident to move the pet from the Community immediately, and the Resident refuses to do so, or if we are unable to contact the pet owner to make a removal request.

3. The Resident agrees to pay a pet fee of <<C_PETMONTHLY>> per month.
4. The Resident agrees to pay a one-time fee of <<ONETIMEPETFEE>>.
5. The Resident agrees to pay a pet security deposit of <<C_PETDEPOSIT>>.

Resident's <<RESFULLNAME>>_____

_____ Resident's Signature	_____ Date
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_____ Responsible Party's Signature	_____ Date
--	---------------

_____ Community Representative's Signature	_____ Date
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Pet Policy Addendum B: Pet Registration

Resident name	<<RESFULLNAME>>	Apt #	<<UNITCODE>>
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Type of pet	<<PETTYPE >>	Pet's name:	<<PETNAME> >	Pet's age:	<<PETAGE>>
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Description (breed, color, sex, weight):	<<PETBREED>> <<PETCOLOR>> <<PETGENDER>> <<PETWEIGHT>>
--	--

License # <<PETLIC>>
(dogs)

Vet Name: <<VETNAME>> Phone: <<VETPHONE>>

Vet <<VETADDRESS>>
Address:

Date of Vet's Certificate	<<CT_VETCERTDAT E>>	Update Due:	<<CT_UPDATED UE>>
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In the event that the resident is unable to attend to the needs of this pet, the following person has agreed to care for it:

Name: <<GONE_NAME>>
Relationship: <<GONE_RELATIONSHIP>>
Address: <<GONE_ADDR1>> <<GONE_ADDR2>> <<GONE_ADDR3>>
Phone: <<GONE_HOMEPHONE>>
<i>By signing below, I hereby agree to care for the above-named pet in the event that its owner is unable to care for it. This includes removing it from the Community if necessary or appropriate.</i>
Signature:

Resident's <<RESFULLNAME>>
Name: _____

_____	_____
Resident's Signature	Date

_____	_____
Responsible Party's Signature	Date

_____	_____
Community Representative's Signature	Date

Date pet accepted for <<CT_DATEACCEPTED>>
residency: _____

Exhibit “C”

Financial Statements*

Note: The Provider’s Fiscal Year ends December 31.

Maplewood at Mayflower Place ALF

Balance Sheet (Unaudited)

December 31, 2022

	<u>2022</u>
Assets	
Current Assets	
Cash	\$ 136,477
Restricted cash	493,753
Resident accounts receivable	341,027
Prepaid expenses	68,871
Other current assets	-
Total Current Assets	<u>1,040,128</u>
Property and Equipment	
Leasehold improvements	2,056,117
Furniture, fixtures, equipment and software	<u>310,202</u>
Property and equipment, gross	2,366,319
Less accumulated depreciation and amortization	<u>(893,771)</u>
Total Property and Equipment	<u>1,472,549</u>
Other Assets	
Due from prior operator	1,497,235
Lease deposits, tax escrow and repair escrow	478,033
Operating lease assets	<u>33,753,299</u>
Total Other Assets	<u>35,728,567</u>
Total Assets	<u><u>\$ 38,241,243</u></u>

Maplewood at Mayflower Place ALF

Balance Sheet (Unaudited)

December 31, 2022

	<u>2022</u>
Liabilities and Members' Deficit	
Current Liabilities	
Accounts payable and accrued expenses	\$ 328,838
Deferred revenue	462,736
Refundable entrance fees	665,900
Deferred income from entrance fees	11,000
Operating lease liabilities, current	<u>1,620,191</u>
Total Current Liabilities	<u>3,088,665</u>
Long-Term Liabilities	
Due from affiliates, net	4,437,070
Revolving credit facility	10,342,508
Deferred income from entrance fees, net of current portion	342,398
Refundable entrance fees, net of current portion	3,398,541
Resident security deposits	493,753
Deferred rent	-
Operating lease liabilities, non current	<u>36,233,992</u>
Total Long-Term Liabilities	<u>55,248,261</u>
Total Liabilities	58,336,926
Members' Deficit	<u>(20,095,683)</u>
Total Liabilities and Members' Deficit	<u>\$ 38,241,243</u>

Maplewood at Mayflower Place ALF

Statement of Loss (Unaudited)

For the Year Ended December 31, 2022

	2022
Revenues	
Rental	\$ 8,814,030
Resident care	900,004
Entrance fees	178,140
Other income	1,379
Interest income	164,363
Total Revenues	10,057,916
Operating Expenses	
Administrative	1,002,630
Building operations	1,042,853
Sales and marketing	369,039
Resident services	2,034,016
Food services	1,411,951
Management fees to affiliate	493,849
Other operating expenses	13,079
Total Operating Expenses	6,367,418
Earnings before Interest, Dead Dea Costs, Depreciation and Amortization, and Rent	3,690,498
Interest, Depreciation and Amortization, and Rent	
Interest expense	640,990
Depreciation and amortization	220,941
Rent	4,999,502
Total Interest, Depreciation, Amortization and Rent and Provision for Income Taxes	5,861,433
Net Loss	\$ (2,170,935)

Maplewood at Mayflower Place ALF
Statement of Change in Member's Deficit (Unaudited)
For the Year Ended December 31, 2022

Balance at December 31, 2021	(17,924,750)
Net loss	<u>(2,170,935)</u>
Balance at December 31, 2022	<u><u>\$ (20,095,683)</u></u>

Maplewood at Mayflower Place ALF

Statement of Cash Flows (Unaudited)
For the Period Ended December 31, 2022

	2022
Cash flows from operating activities:	
Net loss	\$ (2,170,935)
Adjustments to reconcile loss to net cash provided by operating activities:	
Depreciation and amortization	220,941
Loss on disposal of assets	3,960
Bad debt expense	78,163
Deferred financing costs	357
Amortization of entrance fees	(178,140)
Refunds of entrance fees net of proceeds	(635,795)
Changes in operating assets and liabilities:	
Resident accounts receivable	(259,124)
Prepaid expenses	27,067
Other current assets	16,442
Change in lease liability	421,679
Lease deposits, tax escrow and repair escrow	(8,045)
Accounts payable and accrued expenses	526,048
Resident security deposits	(33,345)
Deferred revenue	226,690
Net Cash Used in Operating Activities	(1,764,038)
Cash flows from investing activities:	
Purchases of property, plant and equipment	(354,834)
Net Cash Used in Investing Activities	(354,834)
Cash flows from financing activities:	
Advances to affiliates, net	(898,469)
Borrowing on revolving credit facility	2,762,859
Receipt from prior operator	272,391
Net Cash Provided by Financing Activities	2,136,781
Net Change in Cash and Restricted Cash	17,909
Cash and Restricted Cash - Beginning of year	612,321
Cash and Restricted Cash - End of year	\$ 630,230
Reconciliation of Cash and Restricted Cash	
Cash	\$ 105,718
Restricted Cash	524,512
Cash and Restricted Cash	\$ 630,230
Supplemental Disclosure of Cash Flow Information	
Cash paid during the year for interest	\$ 640,633
Supplemental Disclosure of Cash Flow Information Relating to Leases	
Cash paid for amounts included in the measurement of operating lease liabilities, included in operating cash flows	\$ 4,574,482

Maplewood at Mayflower Place ALF

Balance Sheet (Unaudited)

December 31, 2023

	<u>2023</u>
Assets	
Current Assets	
Cash	\$ 172,044
Restricted cash	361,224
Resident accounts receivable	79,453
Prepaid expenses	94,502
Other current assets	<u>3,157</u>
Total Current Assets	<u>710,378</u>
Property and Equipment	
Leasehold improvements	2,053,518
Furniture, fixtures, equipment and software	<u>315,852</u>
Property and equipment, gross	2,369,370
Less accumulated depreciation and amortization	<u>(1,124,414)</u>
Total Property and Equipment	<u>1,244,956</u>
Other Assets	
Due from prior operator	871,230
Lease deposits, tax escrow and repair escrow	(1,906)
Operating lease assets	<u>47,645,157</u>
Total Other Assets	<u>48,514,482</u>
Total Assets	<u><u>\$ 50,469,816</u></u>

Maplewood at Mayflower Place ALF

Balance Sheet (Unaudited)

December 31, 2023

	2023
Liabilities and Members' Deficit	
Current Liabilities	
Accounts payable and accrued expenses	\$ 405,074
Deferred revenue	218,457
Refundable entrance fees	387,436
Deferred income from entrance fees	18,900
Operating lease liabilities, current	1,141,488
Total Current Liabilities	<u>2,171,356</u>
Long-Term Liabilities	
Due from affiliates, net	5,342,485
Revolving credit facility	11,616,452
Deferred income from entrance fees, net of current portion	412,200
Refundable entrance fees, net of current portion	3,061,645
Resident security deposits	361,224
Deferred rent	71,134
Operating lease liabilities, non current	51,350,335
Total Long-Term Liabilities	<u>72,215,475</u>
Total Liabilities	74,386,831
Members' Deficit	<u>(23,917,015)</u>
Total Liabilities and Members' Deficit	<u><u>\$ 50,469,816</u></u>

Maplewood at Mayflower Place ALF

Statement of Loss (Unaudited)

For the Year Ended December 31, 2023

	2023
Revenues	
Rental	\$ 8,994,349
Resident care	946,813
Entrance fees	195,118
Other income	-
Interest income	44
Total Revenues	10,136,323
Operating Expenses	
Administrative	2,195,396
Building operations	1,074,382
Sales and marketing	375,535
Resident services	1,932,797
Food services	1,353,335
Management fees to affiliate	505,723
Other operating expenses	339
Total Operating Expenses	7,437,507
Earnings before Interest, Dead Dea Costs, Depreciation and Amortization, and Rent	2,698,816
Interest, Depreciation and Amortization, and Rent	
Interest expense	787,625
Depreciation and amortization	230,875
Rent	5,501,649
Total Interest, Depreciation, Amortization and Rent and Provision for Income Taxes	6,520,148
Net Loss	\$ (3,821,332)

Maplewood at Mayflower Place ALF
Statement of Change in Member's Deficit (Unaudited)
For the Year Ended December 31, 2023

Balance at December 31, 2022	\$ (20,095,683)
Net loss	<u>(3,821,332)</u>
Balance at December 31, 2023	<u><u>\$ (23,917,015)</u></u>

Maplewood at Mayflower Place ALF
Statement of Cash Flows
For the Period Ended December 31, 2023 (Unaudited)

	<u>2023</u>
Cash flows from operating activities:	
Net loss	(3,821,332)
Adjustments to reconcile loss to net cash provided by operating activities:	
Depreciation and amortization	230,643
Bad debt expense	(38,710)
Deferred financing costs	724
Amortization of entrance fees	(195,118)
Refunds of entrance fees net of proceeds	(342,540)
Changes in operating assets and liabilities:	
Resident accounts receivable	1,794,363
Prepaid expenses	(25,631)
Change in lease liability	816,916
Lease deposits, tax escrow and repair escrow	479,939
Project development in process	(3,225)
Accounts payable and accrued expenses	981,651
Resident security deposits	(132,529)
Deferred revenue	(244,278)
Net Cash Used in Operating Activities	<u>(499,126)</u>
Cash flows from investing activities:	
Sales of property, plant and equipment	174
Net Cash Provided by Investing Activities	<u>174</u>
Cash flows from financing activities:	
Borrowing on revolving credit facility	1,273,220
Receipt from prior operator	(871,230)
Net Cash Provided by Financing Activities	<u>401,990</u>
Net Change in Cash and Restricted Cash	(96,962)
Cash and Restricted Cash - Beginning of year	630,230
Cash and Restricted Cash - End of year	<u><u>\$ 533,268</u></u>
Reconciliation of Cash and Restricted Cash	
Cash	\$ 172,040
Restricted Cash	361,227
Cash and Restricted Cash	<u><u>\$ 533,268</u></u>
Supplemental Disclosure of Cash Flow Information	
Cash paid during the year for interest	<u><u>\$ 640,990</u></u>

Supplemental Disclosure of Cash Flow Information relating to Leases

Cash paid for amounts included in the measurement of operating lease liabilities,
included in operating cash flows

\$ 4,743,292

Maplewood at Mayflower Place ALF

Balance Sheet (Unaudited)

December 31, 2024

	<u>2024</u>
Assets	
Current Assets	
Cash	\$ 301,381
Restricted cash	322,848
Resident accounts receivable	72,174
Prepaid expenses	63,529
Other current assets	-
Total Current Assets	<u>759,932</u>
Property and Equipment	
Leasehold improvements	2,092,318
Furniture, fixtures, equipment and software	<u>323,725</u>
Property and equipment, gross	2,416,043
Less accumulated depreciation and amortization	<u>(1,348,743)</u>
Total Property and Equipment	<u>1,067,300</u>
Other Assets	
Due from prior operator	664,010
Lease deposits, tax escrow and repair escrow	85,073
Operating lease assets	<u>45,908,593</u>
Total Other Assets	<u>46,657,676</u>
Total Assets	<u><u>\$ 48,484,908</u></u>

Maplewood at Mayflower Place ALF

Balance Sheet (Unaudited)

December 31, 2024

	<u>2024</u>
Liabilities and Members' Deficit	
Current Liabilities	
Accounts payable and accrued expenses	\$ 3,540,608
Deferred revenue	229,669
Refundable entrance fees	467,520
Deferred income from entrance fees	19,500
Operating lease liabilities, current	<u>1,368,578</u>
Total Current Liabilities	<u>5,625,874</u>
Long-Term Liabilities	
Due from affiliates, net	5,159,672
Revolving credit facility	12,474,136
Deferred income from entrance fees, net of current portion	358,450
Refundable entrance fees, net of current portion	2,148,628
Resident security deposits	350,298
Deferred rent	272,783
Operating lease liabilities, non current	<u>50,013,881</u>
Total Long-Term Liabilities	<u>70,777,848</u>
Total Liabilities	76,403,722
Members' Deficit	<u>(27,918,814)</u>
Total Liabilities and Members' Deficit	<u><u>\$ 48,484,908</u></u>

Maplewood at Mayflower Place ALF

Statement of Loss (Unaudited)

For the Year Ended December 31, 2024

	2024
Revenues	
Rental	\$ 8,891,139
Resident care	883,880
Entrance fees	202,350
Other income	(5,000)
Interest income	36
Total Revenues	9,818,748
Operating Expenses	
Administrative	1,795,444
Building operations	1,281,048
Sales and marketing	432,044
Resident services	1,864,711
Food services	1,359,066
Management fees to affiliate	499,610
Other operating expenses	-
Total Operating Expenses	7,231,923
Earnings before Interest, Dead Dea Costs, Depreciation and Amortization, and Rent	2,586,824
Interest, Depreciation and Amortization, and Rent	
Interest expense	855,217
Depreciation and amortization	238,173
Rent	5,495,234
Total Interest, Depreciation, Amortization and Rent and Provision for Income Taxes	6,588,624
Net Loss	\$ (4,001,800)

Maplewood at Mayflower Place ALF
Statement of Change in Member's Deficit (Unaudited)
For the Year Ended December 31, 2024

Balance at December 31, 2023	\$ (23,917,015)
Net loss	<u>(4,001,800)</u>
Balance at December 31, 2024	<u><u>\$ (27,918,814)</u></u>

Maplewood at Mayflower Place ALF
Statement of Cash Flows
For the Period Ended December 31, 2024 (Unaudited)

	2024
Cash flows from operating activities:	
Net loss	(3,821,332)
Adjustments to reconcile loss to net cash provided by operating activities:	
Depreciation and amortization	230,643
Bad debt expense	(38,710)
Deferred financing costs	724
Amortization of entrance fees	(195,118)
Refunds of entrance fees net of proceeds	(342,540)
Changes in operating assets and liabilities:	
Resident accounts receivable	1,794,363
Prepaid expenses	(25,631)
Change in lease liability	816,916
Lease deposits, tax escrow and repair escrow	479,939
Project development in process	(3,225)
Accounts payable and accrued expenses	981,651
Resident security deposits	(132,529)
Deferred revenue	(244,278)
Net Cash Used in Operating Activities	(499,126)
Cash flows from investing activities:	
Sales of property, plant and equipment	174
Net Cash Provided by Investing Activities	174
Cash flows from financing activities:	
Borrowing on revolving credit facility	1,273,220
Receipt from prior operator	(871,230)
Net Cash Provided by Financing Activities	401,990
Net Change in Cash and Restricted Cash	(96,962)
Cash and Restricted Cash - Beginning of year	630,230
Cash and Restricted Cash - End of year	\$ 533,268
Reconciliation of Cash and Restricted Cash	
Cash	\$ 172,040
Restricted Cash	361,227
Cash and Restricted Cash	\$ 533,268
Supplemental Disclosure of Cash Flow Information	
Cash paid during the year for interest	\$ 640,990

Supplemental Disclosure of Cash Flow Information relating to Leases

Cash paid for amounts included in the measurement of operating lease liabilities,
included in operating cash flows

\$ 4,861,874

Exhibit “D”

Average Periodic Rate Change for Previous Five (5) Years

Maplewood at Mayflower Place

2025: \$371.24 (6.90%) average increase in monthly fees over 2024
2024: \$364.13 (6.72%) average increase in monthly fees over 2023
2023: \$598.42 (10.92%) average increase in monthly fees over 2022
2022: \$406.39 (7.52%) average increase in monthly fees over 2021
2021: \$214.50 (4.29%) average increase in monthly fees over 2020