

BROOKSBY VILLAGE

DISCLOSURE STATEMENT

June 2023

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

BROOKSBY VILLAGE DISCLOSURE STATEMENT

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

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

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

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

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

3. Business Experience in the Operation or Management of Similar Facilities. Brooksby Village, Inc. is the provider for this community and has no history in similar facilities. However, the Board of Directors of Brooksby Village has experience in similar communities since many of its members are also members of the Board of Directors for Linden Ponds in Hingham, Massachusetts and of other communities affiliated with NSC, the sole member of Brooksby Village.

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

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

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

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

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

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

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

2020 Obligated Group Financing - Brooksby Village, together with Cedar Crest Village, Inc., Greenspring Village, Inc, Seabrook Village, Inc, Ann's Choice, Inc., and as of March 1, 2022, Linden Ponds, Inc. and Subsidiary (collectively, the "Obligated Group" or the "Obligated Group Members") established an obligated group financing structure for the purpose of issuing and securing debt, mitigating credit and interest rate risk and enhancing future access to capital.

All of the Obligated Group Members are the owners of continuing care retirement communities (“CCRCs”), are exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code, and are under the common control of their sole member, NSC, also a 501(c)(3) organization. NSC is not an Obligated Group Member. The Brooksby Village and Linden Ponds CCRCs are located in Massachusetts; Cedar Crest in New Jersey; Greenspring in Virginia; Seabrook in New Jersey; and Ann’s Choice in Pennsylvania.

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

As a result of the financing, the total amount of outstanding indebtedness allocable to Brooksby Village is now approximately \$79 million and will be used to satisfy a portion of the costs of terminating existing interest rate swap agreements, and to provide additional funds for planned repositioning projects expected to total approximately \$35 million.

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

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

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

For those residents who need additional help with the activities of daily living or long term care, Brooksby Village also features an on-site health care neighborhood (“Continuing Care

at Brooksby Village”). Continuing Care at Brooksby Village repositioned beds in 2021 and 2022 to meet evolving resident needs. The community includes 124 assisted care apartments and 104 private nursing rooms, some of which are used for rest home services, including recall reminders and engagement.

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

6.1 *Affiliation with Religious, Charitable, or other Nonprofit Organization.*

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

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

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

7.1 *Included Services for Monthly Fee.*

7.1.1 *Independent Living.* In addition to use of the designated apartment, residents in Independent Living receive the following services: Monthly Meal Plan; emergency communication system; security/safety officers on duty 24 hours a day; all Living Unit utilities except for personal telephone (but a transition to Brooksby Connect is explained in the Exhibit 1); basic cable television service (except premium channels); on-site Fitness Center basic membership; pre-wiring for telephone; maintenance and insurance of the buildings, grounds and equipment; insurance of the Independent Living Unit and all items in the unit, except items owned by Resident; on-campus shuttle transportation and scheduled local shuttle transportation; sewage, trash and snow removal from public areas; use of all public rooms and common areas of the Community.

7.1.2 *Assisted Care.* In addition to use of the designated apartment, residents in Assisted Care receive the following services, depending on care package: at least three meals a day; supervision, verbal and physical assistance, as appropriate, with the activities of daily living; light housekeeping care; planned activities; emergency communication system; security/safety officers on duty 24 hours a day; all Living Unit utilities (except for personal telephone) including basic cable television service (except premium channels) and internet service; pre-wiring for telephone; maintenance and insurance of the buildings, grounds and

equipment; insurance of the Assisted Care Unit and all items in the unit, except items owned by Resident; on-campus shuttle transportation and scheduled local shuttle transportation (as medically appropriate); sewage, trash and snow removal from public areas; use of all public rooms and common areas of the Community.

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

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

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

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

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

9. Admission of New Residents. In order to become a resident, an applicant must be 62 years of age or older. From a financial standpoint, Brooksby Village generally requires that a prospective resident's net assets are sufficient to pay 35 months of a blended rate based on projected fees in the continuing care units and monthly income of 1.4 times the Monthly Service Package for the resident's living unit. Brooksby Village will also conduct a pre-residency

meeting with the prospective resident. Pre-Residency meetings are meant to assist Brooksby Village in determining the appropriate level of care or services for the prospective resident, whether independent living, assisted care, or nursing care. If Brooksby Village does not have an appropriate level of care for the individual, it will so inform the applicant and will refund any portions of the Entrance Deposit paid. New residents must abide by the terms of the Residence and Care Agreement and the community's reasonable rules and regulations including those in the Resident Handbook.

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

TABLE OF EXHIBITS

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

EXHIBIT 1
RESIDENCE AND CARE AGREEMENT

Summary:

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

***BROOKSBY VILLAGE
RESIDENCE AND CARE AGREEMENT***

June 2023

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

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BROOKSBY VILLAGE
RESIDENCE AND CARE AGREEMENT

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

RECITALS

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

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

AGREEMENT

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

Section 1. DESCRIPTION OF COMMUNITY

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

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

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

1.2.1 Assisted Care Units. Continuing Care at Brooksby Village includes approximately 92 Assisted Care Units, offering services for Assisted Care. We anticipate that the aggregate number of Assisted Care Units planned for the Community will adequately serve the needs of Community residents. However, in the unusual circumstances that the Assisted Care Units are fully occupied, our Medical Director, or his or her designee, first will arrange for Ancillary Services to be offered in your Independent Living Unit and second, if necessary, will assist in arranging for a transfer to an Off-Site Facility in the immediate area. See Section 8.4 for fees payable by you in the event of such a transfer

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

Section 2. TERM

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

Section 3. LIVING ACCOMMODATIONS

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

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

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

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

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

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

Section 4. SERVICES TO RESIDENTS

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

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

- Monthly Meal Plan (see Section 15);
- Currently all Living Unit utilities except personal telephone service (but see definition of Brooksby Connect in Section 15);
- Basic cable television service except premium channels;
- On-site Fitness Center basic membership;
- Pre-wiring for telephone;
- 24 hour security system with security officer(s) and emergency alert system;
- On-campus shuttle transportation;
- Scheduled off-campus transportation to local shopping, as determined by us;
- Maintenance and insurance of buildings, grounds and equipment;
- Insurance for the Independent Living Unit and all items in such unit, except items owned by Resident;
- Sewage, trash and general snow removal from common areas; and
- Use of all public rooms and common areas of the Community.

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

- Provision of supervision, verbal cuing and physical assistance, as appropriate for the Resident's designated care package, in the performance of activities of daily living ("ADLs"), including ambulation, personal hygiene, dressing, toileting and eating;
- Individualized plan of care;
- At least three meals per day;
- Regularly scheduled Registered Nurse review and assessment;
- Laundry service;
- Light housekeeping care, including emptying trash, light dusting, bathroom and floor cleaning as needed;
- Social/recreational activities;
- 24 hour security system with security/safety officers and emergency alert system;
- All Living Unit utilities (except personal telephone) including basic cable television service and internet service;
- Pre-wiring for phone service;
- On-campus shuttle transportation;
- Scheduled local shuttle transportation, as determined by Community (if medically appropriate);
- Maintenance and insurance of buildings, grounds and equipment;
- Sewage, trash and general snow removal in common areas; and
- Use of all public rooms and common areas of the Community.

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

- Nursing care;
- Additional recall reminders and engagement (in designated Rest Home units)
- At least three meals a day;
- Tray service;
- Individual care plans;
- Daily housekeeping services;
- Personal laundry and linen service;
- Planned recreation;
- Incontinence care and supplies;
- Administration of medication;
- Assistance with transfer and ambulation;
- 24 hour security system with security/safety officers and emergency alert system;
- All Living Unit utilities including basic cable television service, landline phone service, and internet service;

Maintenance and insurance of buildings, grounds and equipment;
Sewage, trash and general snow removal in common areas; and
Use of all public rooms and common areas of the Community.

Section 5. ANCILLARY SERVICES

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

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

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

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

Section 6. OTHER RESIDENT RIGHTS

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

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

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

Section 7. ENTRANCE DEPOSIT

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

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

7.3 Adjustments to Entrance Deposit. You will not be required to pay an additional or increased Entrance Deposit as long as you reside in your original Living Unit. You retain the right to the 90% Refund Amount, upon the termination of this Agreement, as discussed in Sections 7.4, 7.5, and 7.6 of this Agreement. Your Entrance Deposit, minus the Community Fee, is also available for your maintenance and support as provided in Section 10.

7.3.1 If you request a permanent transfer from one Living Unit to another Living Unit with a higher Entrance Deposit and we approve the transfer, you must pay to us an additional deposit for the new Living Unit to which you are transferring. The amount of the

additional deposit will vary, depending on the market conditions for your current Living Unit and for the desired new Living Unit at the time of the transfer. We will advise you of the additional deposit prior to the transfer and you may then decide whether or not to proceed with the transfer. Ten percent (10%) of the additional deposit paid will be added to the Community Fee and will be non-refundable.

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

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

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

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

7.5.1 Termination By Resident During Lifetime. If you terminate the Agreement at any time after the Occupancy Date, we will pay the 90% Refund Amount within sixty (60) days of the date that you become eligible for refund from the Refund Account per section 7.6. We will pay the 90% Refund Amount to the duly designated

beneficiaries named in your Refund Form or, if there is no Refund Form, then to you as the Resident.

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

7.5.3 Termination by Brooksby Village. If we terminate the Agreement for good cause (see subsection 12.3 of this Agreement), we shall pay the 90% Refund Amount within sixty (60) days of the date that you become eligible for refund from the Refund Account per section 7.6. We will pay the 90% Refund Amount to the duly designated beneficiaries named in your Refund Form or, if there is no Refund Form, then to you as the Resident.

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

7.6.1 We have established a Refund Account for paying the 90% Refund Amount per the terms of this Agreement. The Refund Account is funded by the receipt of all or a portion of new Entrance Deposits from new residents who subscribe Participating Independent Living Units. Please see the definition of "Refund Account" in Section 15 for explanation on funding the Refund Account and Participating Independent Living Units. When the Agreement terminates during your lifetime for any reason or if the Agreement terminates due to your death, you or your representative must promptly vacate and remove all possessions from the Living Unit, turn in the keys, sign a Unit Release for the Living Unit, and pre-approve the final bill. If you occupied any other Living Units at the Community, all previous units also must be vacated and released. When the foregoing steps are completed, we then assign you a Refund Number for the Refund Account.

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

7.6.3 Instead of receiving the 90% Refund Amount per Sections 7.6.1 or 7.6.2, you or your representative upon your death, as the case may be, can elect on termination

of this Agreement to receive a statutory refund of the Entrance Fee, which is made regardless of the sequential Refund Numbers. If you elect the statutory refund, then you will receive a refund equal to the Entrance Fee minus one percent (1%) of the Entrance Fee for each month of your occupancy. Your Entrance Deposit may also have been adjusted during your residency if you applied for spend-down per Section 10 of this Agreement. You will receive the statutory refund within thirty (30) days from your Departure Date but you must also pay your final bill to Brooksby Village. If you elect to receive the statutory refund, this payment will constitute your refund in full.

Section 8. MONTHLY SERVICE PACKAGES

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

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

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

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

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

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

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

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

Section 9. OTHER FEES, PERIODIC CHARGES, AND COSTS

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

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

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

9.4 Refurbishing a Vacated Living Unit and Repairing Extraordinary Damage . Each time that you permanently vacate an Independent Living Unit or Assisted Care or Rest Home Unit, irrespective of the length of time of occupancy, we will perform work to clean, refurbish, and restore that Living Unit. This work will generally include, but is not limited to, cleaning or replacement of carpeting and flooring, spackling and/or painting of walls, removing any customized improvements, replacement of fixtures, or any other appropriate repairs repairing any extraordinary damage, in our sole discretion, to bring the Living Unit back to a like-new condition. The reasonable costs and expenses of this work (the "Refurbishing Charges") are charged as follows:

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

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

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

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

9.5 Medical and Other Insurance. You must procure and maintain in force at your own cost, the maximum coverage available under Medicare Parts A and B. We may accept documented equivalent coverage if you are not qualified for Medicare or are insured under other adequate programs. However you must maintain, at your expense, a supplemental ("Medigap") type insurance. We do not provide supplemental insurance. You must also shall procure and maintain, at your own expense, sufficient renter's insurance coverage against damage or, loss to, or theft of, your personal property maintained at the Community and coverage for personal liability and medical payments should a claim be made or suit brought against you for damages because of a bodily injury or property damage caused. You must provide evidence of such insurance prior to occupancy or at our request.

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

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

Section 10. FINANCIAL INABILITY TO PAY

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

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

10.1 If your sources of funds, including expenditures of principal and the guaranty, if any, are inadequate for you to make the payments required under this Agreement, you must file with the Executive Director, on appropriate forms provided by the Executive Director, a Statement of Financial Inability to Pay. As part of the Statement of Financial Inability, you must disclose your remaining available assets and income. The Executive Director will review your financial position to determine the existence of any outside assets, including any guaranty agreements, which may first be spent for your care.

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

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

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

resident care fund will contribute to the monthly fees and the amount which you must contribute to the Monthly Service Package.

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

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

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

Section 11. TRANSFERS

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

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

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

You will not be transferred, temporarily or permanently, to a different Living Unit unless (1) in the opinion of the Committee, such transfer is deemed appropriate for the protection of your health and/or safety or the general and/or economic welfare of other residents, (2) in the opinion of the Committee, the transfer is deemed necessary due to financial inability to pay the Monthly Service Package, or (3) in the case of a permanent transfer to an Off-Site Facility that

provides treatment for mental disorders, the need for such transfer is certified by two physicians or one physician and one psychologist. If you are transferring due to event (1) or (3) listed above and the Living Unit is occupied by a Joint Resident, the remaining Joint Resident may continue to occupy the Living Unit.

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

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

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

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

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

Section 12. TERMINATION

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

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

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

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

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

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

Section 13. RIGHTS OF BROOKSBY VILLAGE

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

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

13.3 Property Rights. You acknowledge that, except as expressly set forth in this Agreement, the rights and privileges granted by this Agreement do not include any right, title, lease, or any other interest in any part of the personal property or real property - including land, buildings and improvements - owned, leased or administered by us. Your rights are limited to the rights provided in this Agreement for services and the occupancy of the Living Units. Except for your right to occupy the Living Unit, any rights, privileges or benefits under this Agreement shall be subordinate to any mortgage or deed of trust or leasehold interest on any of the premises or interest in our real and personal property, to all amendments, modifications, replacement or refunding, of any such mortgage or deed of trust or leasehold interest, and to such reasonable

rules and regulations governing the use of the property as shall from time to time be imposed by us. You hereby agree, upon our request, to execute and deliver any document which is required to this effect by us, or by the holder of such mortgage or deed of trust or leasehold interest to effect such subordination or to evidence the same, and appoint Brooksby Village as your attorney-in-fact to accomplish that purpose.

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

13.5 Unauthorized Transfers of Property. The financial information which you submitted is a material aspect upon which we reasonably relied in determining your qualifications for becoming a resident of the Community. Being able to meet the financial criteria to become a resident helps assure the financial stability of this Community. Furthermore, we are committed to take every reasonable step to assist residents who have depleted those assets through normal living expenditures so that he or she may continue to remain as a resident of the Community. However, in order to protect us from a situation wherein a resident divests him/herself of those assets for the purpose of qualifying for assistance or reduction of Monthly Service Packages, you hereby agree not to divest yourself of, to sell, or transfer any assets or property interests (excluding expenditures for your normal living expenses) that reduces the assets that you or your representative disclosed as available assets for you on admission, without having first obtained our written consent.

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

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

Section 14. MISCELLANEOUS PROVISIONS

14.1 Documents Incorporated by Reference. This Agreement includes the Priority List Application for residence, the Financial Information Form, the Resident History/Information Form, including Resident's medical records, if any, the Key Receipt Form, and the Refund Form. This Agreement may include a Promissory Note, a Guaranty Agreement, a Power of Attorney for property disposition, an Advance Directive, Appointment of Health Care Agent, or Living Will, and your medical insurance documentation, all of which documents are

incorporated by reference and made a part of this Agreement (see Schedule II attached hereto). You acknowledge that we will rely on your statements in these documents and you warrant that all statements are true and complete to the best of your knowledge and information.

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

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

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

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

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

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

14.8 Governing Law; Jurisdiction. This Agreement shall be governed by and continued and enforced in accordance with the laws of the Commonwealth of Massachusetts, without giving effort to the conflict of law provisions thereof. All parties to this Agreement, including Brooksby Village, Assignee, Resident, and Guarantor(s), if any, agree that venue for any action for the enforcement, construction, rescission, termination of, or any action arising out of this Agreement shall be in Essex County, Massachusetts. All parties agree that the filing of any action may include a request for an expedited hearing.

14.9. Assignment. In the event that we or any of our successors or assigns shall give you notice that any or all of the rights, duties and obligations of Brooksby Village have been assigned to a new person or entity registered as a continuing care provider under the laws of the

Commonwealth of Massachusetts to provide services at the Community, you agree to recognize such new person or entity as the provider under this Agreement, to the extent of such assignment.

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

Section 15. DEFINITIONS

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

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

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

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

Brooksby Connect: A service plan for Residents in Independent Living at the Community covering i) Local, Long Distance and International landline phone service; and ii) Wireless internet service. We will provide residents with notice at least 30 days in advance if and when the Community phases from the current basic utility plan to Brooksby Connect.

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

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

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

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

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

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

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

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

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

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

Joint Residents: Two or more residents who reside together in a particular Living Unit.

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

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

Monthly Meal Plan: The standard meal plan for residents in Independent Living Units. Residents will have a plan offering either: (i) a fixed number of standard meals per month, equal to the number of days in the calendar month; or (ii) a fixed meal credit per month which allows purchase of one standard meal per day in the calendar month with a declining monetary balance as the credit is used. We will advise residents at least 60 days in advance if the Community

phases from one plan to another. You may use the Monthly Meal Plan on a daily basis or as otherwise desired through the calendar month until either the number of meal allowance or the meal credit balance is exhausted for that calendar month. The Monthly Meal Plan may also be used by you for guest meals during the calendar month (some restrictions may apply for designated holiday or special cuisine meals). At the beginning of each calendar month, you receive a new set of meals or meal credits for that new month. If you do not use the all of the meal allowance or meal credit within the calendar month, any unused portion is forfeited, does not carry over to the next month, and no credit will be due to you.

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

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

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

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

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

Occupancy Date: The date on which you are authorized by Brooksby Village to take possession of a Living Unit. On this date, you are allowed access to move belongings or to

personally inhabit the Living Unit pursuant to this Agreement. Delivery of keys to you shall be deemed authorization to take possession.

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

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

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

Refund Account: The balance(s) which we establish to fund the contracted Refund Amount to eligible residents upon termination of the Agreement. The Refund Account is a ledger which is credited/ funded when we receive all or a portion of new Entrance Deposits from new residents who sign a Residence and Care Agreement for Participating Independent Living Units. The new resident's right of rescission must also be expired for the Refund Account to receive all or a portion of the Entrance Deposit. We make continued refunds from the Refund Account as new available funds are received into the Refund Account. We have the right to temporarily suspend refunds if the Refund Account has insufficient funds to pay the next sequential refund that is due. We pay the 80% Refund Amount based on assigned Refund Numbers generally proceeding in sequential order.

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

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

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

Repairing Extraordinary Damage: By way of example, such extraordinary damage may include, but is not limited to, material damage to the walls, structures, or fixtures, material damage caused by pets, or material odors, stains, or damage due to smoking in the Living Unit.

You must also pay the reasonable costs and expenses of removing any customized improvements that you made to the Living Unit unless we specifically agree in writing to accept those improvements for re-subscription to a new resident. The extent of work is determined by Brooksby Village, in our sole discretion to put the Living Unit into like-new condition.

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

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

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

SIGNATURES

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

BROOKSBY VILLAGE, INC.

_____	By: _____	_____
Witness		Date

_____	_____	_____
Witness	Resident	Date

_____	_____	_____
Witness	Resident	Date

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

_____	_____	_____
Witness	Guarantor	Date

_____	_____	_____
Witness	Guarantor	Date

Schedule I
Schedule of Fees

Total Entrance Deposit for Unit: \$ _____ consisting of:

Priority List Deposit	\$1,000
Reservation Deposit 1:	\$ _____
Reservation Deposit 2:	\$ _____
The Signing Deposit:	\$ _____ (bringing total to 10% of Entrance Deposit including previous deposits);
The Final Deposit:	\$ _____ (remaining portion of Entrance Deposit)

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

Current Monthly Service Package for Unit: \$ _____ per month

Current Processing Fee: \$ _____ per applicant

Current Ancillary Fee Schedule: See next page

Ancillary Fee Schedule

		<u>2023</u>
Administration		
	Non-Occupancy Credit – Independent Living Credit for Absences per day (credit starts on the 11 th consecutive night or more) Single Occupancy Double Occupancy	\$17.00 \$29.00
	New Non-Occupancy Credit – Assisted Care	Assisted Care – Monthly Fee drops to Level A package starting 1 st day of absence for duration of consecutive absence Note: if resident is already at Level A for Assisted Care, no credit is applied
Dining Services	Guest meal (Mon-Sat)	\$25.00
	Guest meal (Buffet)	\$25.00
	Guest meal (Holiday)	\$25.00
	Child Guest meal (age 11 and under)	\$12.00
	Tray Service (carry out delivery)	\$7.00
	Cider House Bistro Pizza Delivery	\$7.00
	Additional Resident Meal	\$25.00
General Services	Additional Apartment Key	\$9.00
	Additional Exterior Door Key Replacement (per occurrence)	\$100.00
	Additional Mailbox Key	= \$5.60
	Padlock for Storage Bin	\$12.00
	Reserved Parking per month (resident registered car only)	\$30.00
	Reserved Parking (covered) by month	\$76.00

		<u>2023</u>
	(resident registered car only)	
	Additional Gatehouse Transponder	N/A
	Replacement I.D. Badge	\$9.00
	Emergency Pendant-Setup Fee	\$210.00
	Guest Roll Away Bed/Baby Crib, Daily	\$20.00
	Storage Bin per month (Independent Living only)	\$13.75
	Guest Room, Daily (Kitchenette) - \$10 each additional person	\$105.00
	Guest Room, Daily (Kitchen) - \$10 each additional person	\$110.00
	Maintenance Service per hour plus materials (1/2 hr. minimum)	\$45.00
	Snow Removal (per car)	\$35.00 3''+
	Jump Starts (per car)	\$0
	Grounds Service per hour plus materials	\$45.00
	Housekeeping per hour (one hour minimum)	\$45.00
	Transportation	Destination Dependent
Resident Life	Health Club - Basic Membership	Included in MSP
	Health Club - Group Exercise	\$7.50 per class
	Health Club - Enhanced Fitness & Enhanced group exercise	\$26.50
	Health Club - Basic Balance-10 classes which include pre and post assessments	\$50.00
	Virtual Fitness Programs (digital)	Included
	Intermissions Daily Session fee	\$80.00
IT	Service calls for Computer assistance	\$45.00 per 1/2 hour. \$15.00for each additional 15 min

Ancillary fees in continuing care are available on request.

Brooksby Home Support Services – 2023 Fee Schedule

Aide Services

	<u>Price</u>
Per Hour	\$46.00
>/= 4 Hours (per hour)	\$36.00
>/= 12 Hours (per hour)	\$31.00
24 Hours (per hour)	\$29.00
Medication Reminder (per visit)	\$25.00
Pet Care (per visit)	\$20.00
Wheelchair Escort One Way (round trip is double)	\$20.00

RN Services

Assessment	\$150.00
Nurse Visit (per visit)	\$125.00
Nurse Service (per hour)	\$125.00

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

Schedule II
Documents Incorporated

- A. Priority List Application
- B. Financial Information Form
- C. Resident History Profile
- D. Refund Form
- E. Key Receipt Form
- F. Unit Release and Unit Release-Transfer Forms
- G. Guaranty Agreement (if any)
- H. Power of Attorney for property disposition (if any)
- I. Advance Directive, Appointment of Health Care Agent, or Living Will (if any)
- J. Resident's medical insurance documentation (if any)
- K. Promissory Note (if any)
- L. Allonge to Promissory Note

Brooksby Village PRIORITY LIST APPLICATION

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

Priority Date: _____

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

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

☐ **RESERVATION**

I am reserving the following apartment home:

Apartment # _____

☐ **STANDBY PRIORITY**

I would like to move to the next available apartment home that meets my preferences.

☐ **FUTURES PRIORITY**

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

My living accommodation preference:

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

☐ OTHER _____

NAME _____ DATE OF BIRTH _____

MARITAL STATUS _____

NAME _____ DATE OF BIRTH _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE _____ EMAIL _____

WERE YOU REFERRED BY ANYONE? _____

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

APPLICANT(S) _____ DATE _____

APPLICANT(S) _____ DATE _____

BROOKSBY VILLAGE _____ DATE _____

Please enclose one check for:

(1) The fully refundable \$1,000 deposit. **(2)** A \$150-per-person application fee.

Make your check payable to: Brooksby Village

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

Brooksby Village PRIORITY LIST APPLICATION

Conditions of the Priority List Agreement

- 1) Your status on the Priority List is determined by your priority date with earlier dates having higher priority. Paying the refundable Priority List deposit and the application fee will ensure that you are placed on the list based on the day the Sales and Information Office receives your application.
- 2) If you wish to move from the Priority List to an apartment home reservation, you will not need to complete another application or pay another Priority List deposit or application fee. You will need to pay an additional reservation deposit, which is always refundable as per the Residence and Care Agreement.
- 3) Prior to moving to Brooksby Village, applicants must complete the admissions process, which includes financial and health/service screenings. Brooksby Village reserves the right to determine if the community offers appropriate care and services for the applicant. Brooksby Village may offer conditional approval or may offer a different residence than the applicant's preference.
- 4) Joining the Priority List does not ensure that the amount of the Entrance Deposit will not change before the applicant enters the community. Reserving an apartment does ensure that the Entrance Deposit for that specific apartment will not change if the applicant enters the community within the requisite time frame.
- 5) Any electronic signature (including any electronic symbol or process used by a signatory with the intent to sign or authenticate) of this application/agreement shall have the same legal validity and enforceability as an original, manual signature to the fullest extent permitted by applicable law, including the Federal

Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act. This agreement may be signed in counterparts, all of which together constitute one agreement.

Entrance Deposit Agreement

- 1) Your \$1,000 Priority List deposit and any additional deposits will be applied in full toward your Entrance Deposit as you begin your move to Brooksby Village.
- 2) All deposits will be returned to you before you sign the Residence and Care Agreement: (a) within 30 days of a written request; (b) if you are not able to move to the community due to illness, incapacity, or death; or (c) if you are determined to be ineligible for entrance into the community.
- 3) Brooksby Village may use all deposits at any time but subject to its obligations to refund or credit the deposits per the terms of this Agreement or the Residence and Care Agreement signed by the parties.
- 4) Any interest earned on deposits in escrow will be used for the benefit of Brooksby Village.
- 5) Your \$150-per-person application fee is a one-time, nonrefundable fee.



Brooksby Village

BY ERICKSON SENIOR LIVING®

100 Brooksby Village Drive
Peabody, MA 01960
BrooksbyVillage.com

FINANCIAL INFORMATION FORM CONFIDENTIAL

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

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

Resident Name: _____ Current Date: _____

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100 Brookby Village Drive
Peabody, MA 01960
BrookbyVillage.com



Financial
Information Form

FINANCIAL INFORMATION FORM CONFIDENTIAL

Name: _____ Date of Birth: _____
 Marital Status: _____ Date of Birth: _____
 Name: _____ Date of Birth: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

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

Assets	Name (Bank, location, description)	Value as of Date	Amount
A) Checking Account	_____	____/____/____	\$ _____
B) Savings Account	_____	____/____/____	\$ _____
C) Savings Account	_____	____/____/____	\$ _____
D) Certificate of Deposit	_____	____/____/____	\$ _____
E) Certificate of Deposit	_____	____/____/____	\$ _____
F) Mutual Funds	_____	____/____/____	\$ _____
G) Stocks and Bonds	_____	____/____/____	\$ _____
H) Stocks and Bonds	_____	____/____/____	\$ _____
I) Real Estate—Plan to Sell	_____	____/____/____	\$ _____
J) Real Estate—Plan to Hold	_____	____/____/____	\$ _____
K) Other Financial Assets	_____	____/____/____	\$ _____
(E.g., funds available for resident use, life insurance, long-term care insurance)		____/____/____	\$ _____
Total Assets			\$ _____

A) Home Mortgage	_____	_____ / _____ / _____	\$ _____
B) Loan on Autos	_____	_____ / _____ / _____	\$ _____
C) Credit Cards	_____	_____ / _____ / _____	\$ _____
D) Other Debts/Liabilities	_____	_____ / _____ / _____	\$ _____
E) Other Debts/Liabilities	_____	_____ / _____ / _____	\$ _____

FINANCIAL INFORMATION FORM CONFIDENTIAL

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

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

☐ You ☐ Your Financial Advisor ☐ Other, please give information (if applicable):

Financial advisor's information (if applicable):

Name _____	Name _____
Street _____	Street _____
City, State, Zip Code _____	City, State, Zip Code _____
Phone _____	Phone _____
Email _____	Email _____

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

Signature: _____ Date: _____
 Signature: _____ Date: _____

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

Thank you for completing this form.

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

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

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

(Applicant's Signature)

(Date)

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

Form completed by _____

Reason _____

Relationship to applicant _____

(Applicant's Signature)

(Date)



Brooksbys Village

BY ERICKSON SENIOR LIVING®

100 Brooksbys Village Drive
Peabody, MA 01960
BrooksbysVillage.com



Resident Profile

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

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

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

Best regards,

The Brooksbys Village Team



Brooksbys Village

BY ERICKSON SENIOR LIVING®

RESIDENT PROFILE

PERSONAL & DEMOGRAPHIC INFORMATION

First Name _____ MI _____ Last Name _____ Title _____
Maiden Name _____ Preferred Name _____
Sex: ☐ Male ☐ Female
Phone _____ Mobile _____ Email _____
Date of Birth _____ Place of Birth _____
(City, State, Country)

WORK INFORMATION

If retired, what was your main occupation? _____
Are you currently working? ☐ Yes ☐ No
If Yes: ☐ Full-Time ☐ Part-Time
Company _____ Occupation _____
Military Service: ☐ Veteran ☐ Nonveteran

RELIGIOUS PREFERENCE (Optional)

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

ADDITIONAL DEMOGRAPHICS

Primary Language _____
Marital Status: ☐ Single ☐ Married ☐ Widowed ☐ Separated
☐ Divorced ☐ Domestic Partner ☐ Other _____

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

Dog Breed? _____ Cat Breed? _____
Who would take care of your pet if you could not?
Name _____ Phone _____
(Home or Mobile)

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

We will help you to register your vehicle.

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

1. Name _____ Relationship _____
Address _____ City _____
State _____ Zip _____ Email _____
Phone _____ Mobile _____ Work _____
2. Name _____ Relationship _____
Address _____ City _____
State _____ Zip _____ Email _____
Phone _____ Mobile _____ Work _____
3. Name _____ Relationship _____
Address _____ City _____
State _____ Zip _____ Email _____
Phone _____ Mobile _____ Work _____

ADVANCE DIRECTIVES

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

END-OF-LIFE-PROVISIONS (Optional)

Funeral Home _____
Address _____
City _____ State _____ Zip _____ Phone _____

EXECUTOR OF ESTATE

Name _____ Relationship _____
Address _____ City _____
State _____ Zip _____ Email _____
Phone _____ Mobile _____ Work _____

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

1. Primary _____ Policy # _____
Secondary _____ Policy # _____
2. Do you have long-term care insurance? ☐ Yes ☐ No
Insurance Company Name _____
Policy # _____

BROOKSBY VILLAGE
REFUND FORM

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

Preliminary Statements and Directions

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

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

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

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

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

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

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

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

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

10. If Resident desires to assist Brooksby Village to support other residents who have exhausted their financial resources, Resident may choose to designate the Brooksby Village Benevolent Care Fund as a beneficiary by using Refund Form #2. Such a designation is **completely optional** on Resident's part.

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

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

Date

Resident

Date

Resident

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

Received by BROOKSBY VILLAGE:

By: _____
BROOKSBY VILLAGE Representative

Date

REFUND FORM 1

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

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

Resident

Date

Resident

Date

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

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

Witness

Address

Witness

Address

Received by BROOKSBY VILLAGE:

By: _____
BROOKSBY VILLAGE Representative

Date

REFUND FORM 2

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

Resident _____ Beneficiaries as designated below _____

2. Refund Upon Death - In the event that a Refund becomes payable upon Resident's death under the terms of the Care Agreement, Resident hereby designates that the Refund be paid directly for convenience to the beneficiaries listed below, *per stirpes*, in the percentages indicated.

Percentage Interest, Name & Address of Beneficiary

1. _____% _____ _____ _____	2. _____% _____ _____ _____
3. _____% _____ _____ _____	4. _____% _____ _____ _____
5. _____% _____ _____ _____	6. _____% _____ _____ _____

Resident

Date

Resident

Date

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

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

Witness

Address

Witness

Address

Received by BROOKSBY VILLAGE:

By: _____
BROOKSBY VILLAGE Representative

Date

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

REFUND FORM 3

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

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

 % The Trust dated

Mail to Trustee or qualified Successor Trustee

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

Resident _____ Date _____

Resident _____ Date _____

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

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

Witness _____ Address _____

Witness _____ Address _____

Received by BROOKSBY VILLAGE:

By: _____
BROOKSBY VILLAGE Representative

Date

BROOKSBY VILLAGE KEY RECEIPT FORM

Resident Name(s): _____

Apartment/ Unit #: _____

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

#_____ Apartment Keys

#_____ Resident Key Badges

#_____ Exterior Door Keys

#_____ Mailbox Keys

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

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

Resident/Representative Signature

Date

Resident/Representative Signature

Date

Community Representative Signature

Date

BROOKSBY VILLAGE
UNIT RELEASE ADDENDUM

Resident(s): _____ Unit: _____

Storage bin: _____ Parking Space/ Covered Parking: _____

Departure Date: _____

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

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

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

3. Per Section 8.6 of the Residence and Care Agreement, I/We will be responsible for the monthly service package, minus the non-occupancy credit as applicable, for *(check applicable option depending on Resident's specific Care Agreement)*:

_____ *(100% Refundable Care Agreement)* The lesser of ninety days from the Departure Date, or until all of the conditions for a refund of the Entrance Deposit have been fulfilled, or

_____ *(90% Refundable Care Agreement)* Up to and including ninety days from the Departure Date.

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

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

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

___ ILU Release ___ Assisted Care/Memory Care Release ___ Nursing Unit Release

5. The Community will provide the Refund per the terms and conditions of Section 7 of the Residence and Care Agreement. Depending on the terms of Resident's Care Agreement, the refund may be a full refund or a 90% refund (both referred to as the "Refund" for purposes of this form). After the conditions are met, the Community will generate the Refund within the 60 day period. The full period may be needed to generate the Refund.¹

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

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

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

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

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

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

Date

Signature of Resident or Resident's Representative

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

Staff Member: _____

BROOKSBY VILLAGE, INC.
UNIT RELEASE - TRANSFER ADDENDUM

Resident(s): _____ Unit: _____

Storage bin: _____ Parking Space/ Covered Parking: _____

Departure Date: _____

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

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

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

3. Per Section 8.5 of the Residence and Care Agreement¹ and per the Community's current policy, I am/We are responsible for payment of the Monthly Service Package, pro-rated and less the Non-Occupancy Credit as applicable, for the vacated Living Unit until I/We completely vacate, remove all possessions from the vacated Living Unit, and return the keys for the vacated Living Unit to the Community.

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

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

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

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

- _____ ILU to ILU
- _____ ILU to Assisted Care/Memory Care/Nursing
- _____ Assisted Care/Memory Care to any unit
- _____ Nursing Unit to any unit
- _____ Any unit to another Erickson campus

5. I/We are making the following transfer:

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

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

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

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

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

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

Date

Signature of Resident or Resident's Representative

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

()

Staff Member: _____

BROOKSBY VILLAGE
GUARANTY AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

Witness

Guarantor

Witness

Guarantor

BROOKSBY VILLAGE, Inc.

Witness

By: _____

**BROOKSBY VILLAGE
LIMITED GUARANTY AGREEMENT**

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

(herein collectively referred to as "Guarantor").

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

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

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

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

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

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

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

remaining source of available funds.

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

Witness

Guarantor

Witness

Guarantor

BROOKSBY VILLAGE, INC.

Witness

By: _____

BROOKSBY VILLAGE
LIMITED GUARANTY/MONTHLY CONTRIBUTION AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

Witness

Guarantor

Witness

Guarantor

BROOKSBY VILLAGE, INC.

By: _____

Witness

BROOKSBY VILLAGE
LIMITED GUARANTY AGREEMENT (JOINT ASSETS)

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

Recitals

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

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

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

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

Agreement

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

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

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

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

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

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

- 4.1. Upon Beneficiary's or Beneficiary's duly authorized representative's request for assistance pursuant to the Residence and Care Agreement, Brooksby Village shall review the Beneficiary's then-current financial status, including but not limited to the balance of the Joint Assets. Brooksby Village may request further documentation to show that any changes in the value of the Joint Assets, as shown in Exhibit A, were either expenditures made for the direct benefit of the Beneficiary or market fluctuations in the value of the Joint Assets.
- 4.2. If Brooksby Village believes in its sole discretion that any expenditures from the Joint Assets were spent for the benefit of Beneficiary and that Beneficiary is not otherwise in breach of the Residence and Care Agreement, Brooksby Village may then initiate a spend-down plan with the Beneficiary or the duly authorized representative for Beneficiary's assets, including the Joint Assets, other than the entrance deposit. Brooksby Village may require that Resident seek to obtain funds from outside sources such as medical assistance. If Brooksby Village believes in its sole discretion that any expenditures from the Joint Assets were due to a Default by Guarantor, Brooksby Village shall proceed as provided in Section 5 hereof.
- 4.3. After spend-down of Beneficiary's assets, including the Joint Assets, Brooksby Village shall release the Guaranty and shall initiate a spend-down of the entrance deposit.
- 4.4. After expenditure of the entrance deposit, Beneficiary or Beneficiary's duly authorized representative may apply for assistance from the Benevolent Care Fund, if available.

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

- 5.1. Prior to initiating a spend-down plan as described in Section 4.2, Brooksby Village shall first enforce the Guaranty. Brooksby Village shall have the right to enforce payment of the Guaranty against any and all of Guarantor's personal assets in any form whatsoever and shall not be limited to payment from the Joint Assets. The Guaranty shall be limited to the amount of the Joint Assets withdrawn, spent, distributed, pledged, assigned, or otherwise used by the Guarantor other than for the direct benefit of the Beneficiary, which amount shall be determined by Brooksby Village in its sole discretion.
- 5.2. In the event that Brooksby Village is required to hire a collection agency or to initiate legal proceedings to enforce the Guaranty, in addition to any amounts due pursuant to the Guaranty, Guarantor shall also be responsible for any and all interest, collection costs, and court costs, including reasonable attorneys' fees, that might be incurred by Brooksby Village in enforcing the Guaranty.
- 5.3. After payment to Brooksby Village of all sums due pursuant to the Guaranty and any interest, collection costs, court costs, including reasonable attorney's fees, which may be due pursuant to Section 5.2, Brooksby Village will work with the Beneficiary or the Beneficiary's duly authorized representative to initiate the steps listed in Section 4.2, 4.3 and 4.4 hereof with regard to the spend-down program and application to the Benevolent Care Fund.

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

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

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

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

- a. The termination of the Residence and Care Agreement either during his/her lifetime or due to Beneficiary's death, upon satisfaction of all of Guarantor's obligations under this Guaranty Agreement and ninety (90) days following

Beneficiary's Departure Date or resale of the Continuing Care Unit, whichever event shall occur first;

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

Witness

Guarantor

Witness

Guarantor

BROOKSBY VILLAGE, INC.

Witness

By: _____

EXHIBIT A

Joint Assets

Value as of Date of Agreement

\$ _____
Peabody, Massachusetts

Date of Note: _____, 20 _____

BROOKSBY VILLAGE, INC.
PROMISSORY NOTE

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS(ES):

MAKER:

Unit: _____

ALLONGE TO PROMISSORY NOTE

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

Recitals

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

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

Agreement

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

1. **Amendment.** The Note is hereby amended as follows (**initial as applicable**):

_____ a. Each reference in the Note to the Maturity Date is hereby amended to mean and refer to _____, 20__ (the "Revised Maturity Date"). MAKER agrees to pay an additional \$ _____ (the "10% Deposit") in principal on the date of this Allonge and agrees to continue paying equal 10% Deposit payments every thirty (30) days from the date of this Allonge until the Revised Maturity Date. On the Revised Maturity Date, MAKER agrees to pay all outstanding principal to HOLDER.

If MAKER pays each required 10% Deposit payment when due and also pays the outstanding principal by the Revised Maturity Date, then HOLDER will waive interest on the principal. However, if MAKER fails to make any of the required 10% Deposit payments on each due date or if MAKER fails to pay the outstanding principal by the Revised Maturity Date, then MAKER agrees and acknowledges that HOLDER will assess interest at the rate provided in the Note from the date of default of payment until full payment of the principal and accrued interest.

OR

_____ b. MAKER acknowledges that payment was not made by the Maturity Date and that MAKER cannot make additional principal payments. HOLDER agrees to permit MAKER to extend payment of the principal until _____, 20__ (the "Extension Date"). However, MAKER will be assessed and must pay interest of 9% per annum on the unpaid principal until the Extension Date when all outstanding principal and interest are due and payable.

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

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

4. **Default.** In the event of a default in the payment of any installment of interest or principal due hereunder, HOLDER may, in addition to any other remedy provided by law, recover attorneys' fees and costs, and in its sole discretion and without further notice or demand, declare that the Residence and Care Agreement of the Maker/ Resident is terminated for non-payment.

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

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

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

Maker(s):

HOLDER: Brooksby Village, Inc.

By: _____

Title: _____

Living Unit: _____

CUSTOM INTERIORS AGREEMENT

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

RECITALS

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

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

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

AGREEMENT

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

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

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

3. Refurbishing Charges:

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

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

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

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

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

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

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

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

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

RESIDENT

BROOKSBY VILLAGE, INC.

By: _____
Print Name: _____
Title: _____

EXHIBIT A – STATEMENT OF WORK/PRICE QUOTE

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

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

EXHIBIT 2

DIAGRAM OF COMMUNITY OPERATING STRUCTURE

Summary:

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

Brooksby Village Community Structure
Users Guide

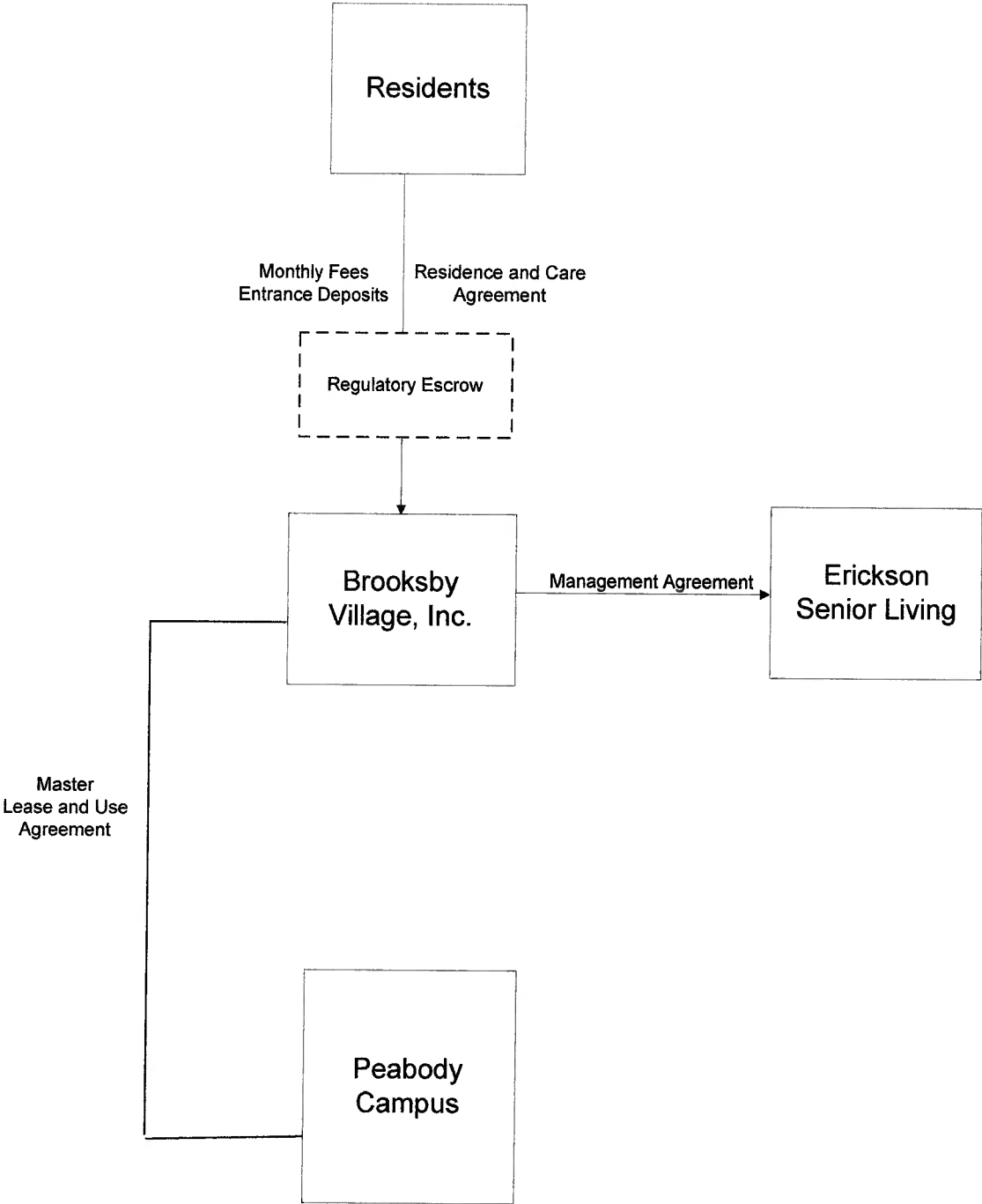


EXHIBIT 3
OWNERSHIP & EXECUTIVE BIOGRAPHIES

Summary:

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

EXHIBIT 3
OWNERSHIP & EXECUTIVE BIOGRAPHIES

Board of Directors of Brooksby Village, Inc.

Mary Colins, Chair
Barbara Bisgaier
Eileen Erstad
Rev. Zina Jacque
Stephanie Reel
Michael Roskiewicz
Patricia Brown
Monty Leonard
Pamela Paulk
Ian Brown
Russell Sharp

Officers of Brooksby Village, Inc.

Mary Colins:	President
Patricia Brown:	Vice Chair & Vice President
Mary Colins:	Secretary
Eileen Erstad:	Treasurer
John Hall:	Assistant Treasurer
Chris Rathmann:	Assistant Treasurer
Neal Gantert:	Assistant Treasurer
Mark Embley:	Assistant Treasurer

Executive Director: Tracie Bettano

Selected Officers of Erickson Senior Living

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

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

EXECUTIVE BIOGRAPHIES

Brooksby Village, Inc. Board of Directors:

Mary Colins, Chair

Judge Colins serves as the secretary of NSC and was appointed to the NSC Board in 2018. Judge Colins serves as chair of the Governance and Internal Affairs Committee and is a member of the Operations and Risk Management Advisory Committee and the Strategic Planning Committee of NSC. Judge Colins also serves as chair of the Board of Directors for Brooksby Village and Wind Crest. Judge Colins previously served as a member of the Diversity, Inclusion, and Corporate Social Responsibility Committee.

In October of 2010, Judge Colins became a member of the Pennsylvania and New Jersey Regional Boards of Directors, which by 2016 included five Supported Organizations.

Judge Colins served as a senior trial judge in Philadelphia, Pennsylvania. Judge Colins also served as the chairman and was a founding member of the Pennsylvania Gaming Control Board.

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

Judge Colins holds a B.A. in English Literature from the University of Pennsylvania, a J.D. from Villanova University, a master's in labor law from Temple University Beasley School of Law, and a mediation certification from Pepperdine University School of Law.

Barbara Bisgaier

Ms. Bisgaier has been a member of the NSC Board since 2016 and serves as chair of the NSC Audit, Investment, and Treasury Committee and is a member of the NSC Budget and Finance Committee. Ms. Bisgaier is chair of the Ann's Choice and Maris Grove Boards of Directors.

Ms. Bisgaier retired from her position as managing director of Public Financial Management, Inc. with more than 40 years of experience in local government and public finance. Ms. Bisgaier is the vice chair of the Board of Directors of WHYY, Philadelphia's public radio and television stations, where she is a member of the Executive Committee, chair of the Citizen Advisory Board, and a member of the Finance Committee.

Ms. Bisgaier is a graduate of Mount Holyoke College and received a Master of City and Regional Planning degree from Rutgers University.

Ian Brown

Mr. Brown was appointed to the Board of Directors on April 1, 2023.

Mr. Brown is the Vice-President and Chief Diversity and Belonging Officer at Duke University Health System. In his role, he leads the organization's diversity, equity, inclusion and belonging strategy and well-being and workplace safety initiatives. He ensures these elements are embedded within the system's culture, so employees can live their authentic selves and deliver exceptional care to our diverse population of patients.

Prior to this role, Mr. Brown served in various senior-level roles in national healthcare, senior living (including Erickson Senior Living as both a Community Executive Director and at Erickson Corporate) and educational organizations, leading culture, diversity, talent, community outreach, and operations. In these roles, he had responsibility for leading over 1,200 employees and managing budgets in excess of \$200 million.

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

Mr. Brown completed undergraduate studies at Brooklyn College in New York City. He earned a Master of Arts in Liberal Studies at Chicago's Lake Forest College and both a Master of Science in Applied Behavioral Science/Organizational Development and Graduate Certificate in Senior Housing and Healthcare from the Johns Hopkins University Carey Business School in Baltimore. At Hopkins, he also spent a year in the Mid-Atlantic Health Leadership Institute at the Bloomberg School of Public Health.

Patricia Brown

Ms. Brown was appointed to the Board of Directors on April 1, 2022. She serves on NSC's Governance and Internal Affairs Committee, Operation and Risk Management Committee, and Strategic Planning Committee.

Retired after 25 years, Ms. Brown served as the senior vice president of managed care and population health for Johns Hopkins Medicine, president of Johns Hopkins HealthCare LLC, and Senior Counsel for the Johns Hopkins Health System.

Prior to joining Johns Hopkins in 1994, Ms. Brown was an assistant attorney general with the Maryland Office of the Attorney General for the Department of Health and Mental Hygiene.

Actively involved in community activities, Ms. Brown has served on numerous community boards, including the United Way of Central Maryland, which she chaired from 2013 through 2015, the Chesapeake Regional Information System for Our Patients, which she chaired from 2009 to 2019, and Maryvale Preparatory School, her alma mater, which she currently chairs.

Ms. Brown also currently serves as president, oncology, for Medically Home Group, an organization transforming health care by bringing acute hospital services to the home.

Ms. Brown holds a J.D. from the University of Baltimore School of Law and a B.A. in political science and government from the University of Richmond.

Eileen Erstad

Ms. Erstad joined the NSC Board in 2014 and currently serves as treasurer of NSC, chair of the Budget and Finance Committee, and is a member of the Audit, Investment, and Treasury Committee and the Strategic Planning Advisory Committee. Ms. Erstad is a member and past chair of the Operations and Risk Management Committee. Ms. Erstad also Chairs the Board of Directors of Riderwood Village and Ashby Ponds.

She joined the Regional Board of Directors for the Maryland and Virginia communities in 2007. Ms. Erstad is a senior executive consultant and has been the chief financial officer for organizations in the health care, hospitality, and financial services industries.

Ms. Erstad developed and implemented strategic plans, growth and reorganization strategies, and also participated in new product development. Ms. Erstad's most recent position was chief operating officer for ResortQuest.

Ms. Erstad's previous positions include chief financial officer and senior vice president of Symphony Health Services, LLC; and director of financial planning and analysis at PHH Corporation.

Ms. Erstad graduated from Loyola College in Maryland and is a licensed C.P.A.

Zina Jacque

Reverend Jacque joined the NSC Board in 2017 and was appointed as chair of the NSC Board in 2022. Reverend Jacque also serves as chair of the Linden Ponds and Tallgrass Creek Boards of Directors.

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

Previously, Reverend Jacque served on the staffs of multicultural, urban, and suburban churches and performed extensive work in the areas of higher education, counseling, and faith-based not-for-profits. Reverend Jacque sits on the Board of Directors of the American Baptist Churches USA, JourneyCare Palliative Care and Hospice Center, and the Samaritan Counseling Center of the Northwest Suburbs.

Additionally, Reverend Jacque served as a regional director of NSC's west region, beginning in 2009.

Reverend Jacque holds a doctorate of theology and a master of divinity degree summa cum laude from Boston University, an M.A. from Columbia University, and a B.A. from Northwestern University.

Monty Leonard

Mr. Leonard was appointed to the Board of Directors on April 1, 2022. He is a member of NSC's Audit, Investment, and Treasury Committee and Budget and Finance Committee.

Mr. Leonard currently serves as senior vice president and development controller for the Howard Hughes Corporation, overseeing the financial and accounting matters for all of Howard Hughes' strategic development projects.

Mr. Leonard was previously the vice president and controller of land development at The Rouse Company, where he helped oversee the acquisition valuation process for several land assets.

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

Mr. Leonard is a C.P.A. and holds an M.B.A. and B.A. in accounting from The University of Akron in Ohio.

Pamela Paulk

Ms. Paulk was appointed to the Board of Directors on April 1, 2022. She is a member of NSC's Operations and Risk Management Committee and Governance and Internal Affairs Committee.

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

Ms. Paulk served on numerous boards, most notably as president and co-founder of the Baltimore Alliance for Careers in Healthcare and a trustee for the Baltimore City Community College.

In 2009, she received the Red Cross Good Samaritan Award, the National Kidney Foundation of Maryland's 2012 Santé Honoree and as one of Maryland's Top 100 Women in 2004 and 2010. In 2014, Ms. Paulk was honored at the White House as a Champion of Change for her leadership and work bringing people with barriers to employment such as criminal backgrounds into the Johns Hopkins workforce.

Ms. Paulk received her master's in social work from Florida State University and master's in business administration from Johns Hopkins University.

Stephanie Reel

Ms. Reel joined the NSC Board in 2017 and serves as chair of the NSC Operations and Risk Management Committee and is a member of the Budget and Finance Committee. Ms. Reel is also chair of the Board of Directors for Oak Crest Village.

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

Ms. Reel has recently agreed to serve as the interim vice chancellor for information technology for Washington University in St. Louis, Missouri, while a search is conducted.

In 2019, Ms. Reel was appointed to the board of the NIH Clinical Center, an appointment for which she is incredibly proud and grateful. Ms. Reel graduated from the University of Maryland Baltimore County with a degree in information systems management and holds an M.B.A. from Loyola College in Maryland.

Ms. Reel is most proud of her children and grandchildren, all of whom, thankfully, live in the area.

Michael Roskiewicz

Mr. Roskiewicz joined the NSC Board in 2019, and has served as a regional board member for Eagle's Trace, Fox Run, Highland Springs, Tallgrass Creek, and Wind Crest since 2007. Mr. Roskiewicz currently serves as a member of NSC's Governance and Internal Affairs Committee and Operations and Risk Management Committee, and as chair of the Board of Directors for Fox Run.

Mr. Roskiewicz is a lawyer by training with extensive experience in corporate finance and mergers and acquisitions. Mr. Roskiewicz is a founding member of WestCongress Insurance Services, where he serves as executive vice president and general counsel with responsibility for human resources, claims, regulatory compliance, mergers and acquisitions, corporate governance, litigation management, and contract matters.

Mr. Roskiewicz was previously the general counsel of First Mercury Financial Corporation (NYSE: FMR) and a partner in the Michigan law firm of Dickinson Wright.

Mr. Roskiewicz received his B.A. in psychology from the University of Michigan and his J.D. from Washington University School of Law in St. Louis.

Russell Sharp

Russell Sharp was unanimously appointed to the Greenspring Board on April 1, 2023, and will be serving as Vice Chair. Prior to April 1, 2023, Russell had been supporting the Greenspring and National Senior Communities (NSC) Boards by serving on two NSC Advisory

Committees, the Budget and Finance Committee and the Operations and Risk Management Committee.

In addition to serving on the Greenspring and NSC Boards, Russell Sharp is the Chief of Staff to the CIO for Washington University in St. Louis, and leads IT Finance and Administration, and IT Governance, Portfolio and Project Management, and Service Management.

Native to the UK, Russell grew up in Scotland and England, and has also spent time living in Brussels, Belgium before moving to the US in 1997.

Always fascinated by the sciences, Russell studied microbiology in college, before discovering an enthusiasm for IT during his time working with Shell in the 80s.

Beyond his professional life, Russell has a wonderful wife, 2 amazing children, 2 “brown” dogs, and enjoys gardening, woodworking, and electronics. The richness of his experiences living in different countries and being exposed to several unique cultures has given him a unique, deeply attached perspective on diversity and inclusion.

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

Selected Biographies of Officers of Erickson Senior Living:

James C. Davis, Chairman

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

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

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

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

R. Alan Butler, Chief Executive Officer

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

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

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

Debra B. Doyle, Chief Operating Officer

Ms. Doyle is the Chief Operating Officer for Erickson Senior Living. She is responsible for managing human resources, corporate and community health and operations. In this role, developing talent, defining standards for new program initiatives, productivity and process improvements, and development of operational standards for all 16 Erickson Senior Living Retirement Communities are key components to the success of Erickson Senior Living. Ms. Doyle's current role and responsibilities include delivering the services to over Twenty three thousand residents with the support of twelve thousand employees who deliver the Erickson Senior Living Programs and Services creating the Erickson Senior Living Lifestyle.

Over the past 8 years, previous positions at Erickson Senior Living include Executive Vice President of Health and Operations and Associate Executive Director of Oak Crest Village in Parkville, Maryland. She also served as Senior Regional Health Services Director for the following Erickson Senior Living communities: Oak Crest, Charlestown, Riderwood, and Greenspring. Before coming to Erickson Senior Living, Ms. Doyle was vice president of nursing and executive director of medical services for the Greater Baltimore Medical Center.

Ms. Doyle earned an M.B.A. and a B.S. in business administration from Loyola College. She received her R.N. from St. Joseph's Hospital School of Nursing and a certification in senior living care from Johns Hopkins University. She is a member of the American College of Healthcare Executives and the American Nurses Association.

Ms. Doyle also serves as the Chairman of the Board for Franklin Square Hospital Center Operating Board and the Medstar Health – Quality, Safety and Professional Affairs Committee.

Dr. Matthew Narrett, Chief Medical Officer

Dr. Narrett is the Chief Medical Officer for Erickson Senior Living. He is responsible for directing the provision of medical care and the Erickson Health strategy at all Erickson Senior

Living communities nationwide. The Medical Centers that Dr. Narrett directs are recognized as being among America's leading geriatric health care facilities.

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

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

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

Christian Sweetser, Chief Financial Officer

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

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

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

Executive Director of Brooksby Village:

Tracie Bettano, Executive Director, Brooksby Village

Ms. Bettano is the Executive Director of Brooksby Village in Peabody, Massachusetts. She is responsible for the overall operations of the community. She has been a member of the Brooksby Village and Erickson Senior Living team since 2004. During that time she has held many community and corporate positions, including Rehabilitation and Wellness Manager,

Director of Rehabilitation Operations, Director of Continuing Care and Associate Executive Director. She has contributed to defining the high level of service, engagement and satisfaction that residents and staff have enjoyed at Brooksby Village.

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

EXHIBIT 4
SCHEDULE OF ENTRANCE DEPOSITS AND MONTHLY FEES

Summary:

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

EXHIBIT 4
SCHEDULE OF CURRENT ENTRANCE DEPOSITS

Current Independent Living Monthly Fees

<u>Type of Unit</u>	<u>Range of Entrance Deposits</u>	<u>2023</u>
Efficiency/Studio	\$83,000-\$182,000	\$2,255
One Bedroom	\$216,000-\$283,000	\$2,668
Extra Large One Bedroom	\$295,000-\$396,000	\$2,855
Extra Large One Bedroom with Den	\$375,000-\$455,000	\$3,102
Two Bedroom	\$362,000-\$499,000	\$3,257
Two Bedroom One and Half Bath	\$452,000-\$545,000	\$3,469
Two Bedroom Two Bath	\$490,000-\$794,000	\$3753-\$4097
Combo Units	\$770,000-\$1,080,000	\$5559
Second Person Occupancy		\$1,142

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

Health Care Units Monthly Fees

Assisted Care Fees (2023)

Assisted Care Monthly Fee Service Package A	\$6,252-\$9,552
Assisted Care Monthly Fee Service Package B	\$7,277-\$10,577
Assisted Care Monthly Fee Service Package C	\$8,302-\$11,602
Assisted Care Monthly Fee Service Package D	\$9,327-\$12,627
Assisted Care Monthly Fee Service Package E	\$10,352-\$13,652
Second Person Occupancy	Depends on Package Level

Long Term Care Center Fees (2023)	
Private Pay per diem	\$559 per day
Rest Home Care	\$10,811 per month

Ancillary Fee Schedule

		<u>2023</u>
Administration		
	Non-Occupancy Credit – Independent Living Credit for Absences per day (credit starts on the 11 th consecutive night or more) Single Occupancy Double Occupancy	 \$17.00 \$29.00
	New Non-Occupancy Credit – Assisted Care	Assisted Care – Monthly Fee drops to Level A package starting 1 st day of absence for duration of consecutive absence Note: if resident is already at Level A for Assisted Care, no credit is applied
Dining Services	Guest meal (Mon-Sat)	\$25.00
	Guest meal (Buffet)	\$25.00
	Guest meal (Holiday)	\$25.00
	Child Guest meal (age 11 and under)	\$12.00
	Tray Service (carry out delivery)	\$7.00
	Cider House Bistro Pizza Delivery	\$7.00
	Additional Resident Meal	\$25.00
General Services	Additional Apartment Key	\$9.00
	Additional Exterior Door Key Replacement (per occurrence)	\$100.00
	Additional Mailbox Key	= \$5.60
	Padlock for Storage Bin	\$12.00
	Reserved Parking per month (resident registered car only)	\$30.00
	Reserved Parking (covered) by month (resident registered car only)	\$76.00

		<u>2023</u>
	Additional Gatehouse Transponder	N/A
	Replacement I.D. Badge	\$9.00
	Emergency Pendant-Setup Fee	\$210.00
	Guest Roll Away Bed/Baby Crib, Daily	\$20.00
	Storage Bin per month (Independent Living only)	\$13.75
	Guest Room, Daily (Kitchenette) - \$10 each additional person	\$105.00
	Guest Room, Daily (Kitchen) - \$10 each additional person	\$110.00
	Maintenance Service per hour plus materials (1/2 hr. minimum)	\$45.00
	Snow Removal (per car)	\$35.00 3'+
	Jump Starts (per car)	\$0
	Grounds Service per hour plus materials	\$45.00
	Housekeeping per hour (one hour minimum)	\$45.00
	Transportation	Destination Dependent
Resident Life	Health Club - Basic Membership	Included in MSP
	Health Club - Group Exercise	\$7.50 per class
	Health Club - Enhanced Fitness & Enhanced group exercise	\$26.50
	Health Club - Basic Balance-10 classes which include pre and post assessments	\$50.00
	Virtual Fitness Programs (digital)	Included
	Intermissions Daily Session fee	\$80.00
IT	Service calls for Computer assistance	\$45.00 per 1/2 hour. \$15.00for each additional 15 min

Ancillary fees in continuing care are available on request.

Brooksby Home Support Services – 2023 Fee Schedule

Aide Services

	<u>Price</u>
Per Hour	\$46.00
>/= 4 Hours (per hour)	\$36.00
>/= 12 Hours (per hour)	\$31.00
24 Hours (per hour)	\$29.00
Medication Reminder (per visit)	\$25.00
Pet Care (per visit)	\$20.00
Wheelchair Escort One Way (round trip is double)	\$20.00

RN Services

Assessment	\$150.00
Nurse Visit (per visit)	\$125.00
Nurse Service (per hour)	\$125.00

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

EXHIBIT 5
CHANGES IN PERIODIC CHARGES

Summary:

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

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

<u>Type of Unit</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>% Average Change 2022 to 2023</u>
Efficiency/Studio	\$1,810	\$1,864	\$1,934	\$2,000	\$2,069	\$2,255	8.99%
One Bedroom	\$2,141-\$2,289	\$2,205-\$2,358	\$2,288-\$2,447	\$2,366-\$2,530	\$2,448-\$2,619	\$2,668-\$2,854	8.98%
Extra Large One Bedroom with Den	\$2,488	\$2,563	\$2,660	\$2,750	\$2,846	\$3,102	9.00%
Two Bedroom	\$2,613	\$2,691	\$2,793	\$2,888	\$2,988	\$3,256	8.97%
Two Bedroom One and Half Bath	\$2,783	\$2,866	\$2,974	\$3,075	\$3,183	\$3,469	8.99%
Two Bedroom Two Bath	\$3,011-\$3,286	\$3,101-\$3,385	\$3,218-\$3,513	\$3,327-\$3,632	\$3,443-\$3,759	\$3,752-\$4,097	8.98%
Second Person Occupancy	\$942	\$970	\$1,007	\$1,041	\$1,077	\$1,173	8.91%
Non-Occupancy Credit – Independent Living	\$16.00/single per day and \$27.50/double/per day for 11 consecutive nights or more	\$16.70/single per day and \$28.10/double/per day for 11 consecutive nights or more	\$17.00/single per day and \$29.00/double/per day for 11 consecutive nights or more	\$17.00/single per day and \$29.00/double/per day for 11 consecutive nights or more	\$17.00/single per day and \$29.00 double/per day starts on 11 th consecutive night	\$17.00/single per day and \$29.00 double/per day starts on 11 th consecutive night	No Change

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

Type of Unit	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	% Average Change 2022 -- 2023
Efficiency/Studio	\$1,810	\$1,864	\$1,934	\$2,000	\$2,069	\$2,255	8.99%
One Bedroom	\$2,141-\$2,289	\$2,205-\$2,358	\$2,288-\$2,447	\$2,366-\$2,530	\$2,448-\$2,619	\$2,668-\$2,854	8.98%
Extra Large One Bedroom with Den	\$2,488	\$2,563	\$2,660	\$2,750	\$2,846	\$3,102	9.00%
Two Bedroom	\$2,613	\$2,691	\$2,793	\$2,888	\$2,988	\$3,256	8.97%
Two Bedroom One and Half Bath	\$2,783	\$2,866	\$2,974	\$3,075	\$3,183	\$3,469	8.99%
Two Bedroom Two Bath	\$3,011-\$3,286	\$3,101-\$3,385	\$3,218-\$3,513	\$3,327-\$3,632	\$3,443-\$3,759	\$3,752-\$4,097	8.98%
Second Person Occupancy	\$942	\$970	\$1,007	\$1,041	\$1,077	\$1,173	8.91%
Non-Occupancy Credit	\$16.22/single/ per day and \$27.30/double/per day for 11 consecutive nights or more	\$16.70/single per day and \$28.10/double/per day for 11 consecutive nights or more	\$17.00/single per day and \$29.00 double/per day for 11 consecutive nights or more	\$17.00/single per day and \$29.00 double/per day for 11 consecutive nights or more	\$17.00/single Per day and \$29.00 double/per day for 11 consecutive nights or more	\$17.00/single per day and \$29.00 double/per day for 11 consecutive nights or more	No Change

Assisted Care Fees

Care Package	2018 Monthly Service Package	2019 Monthly Service Package	2020 Monthly Service Package	2021 Monthly Service Package	2022 Monthly Service Package	2023 Monthly Service Package	% Average Change 2022 – 2023
Assisted Care Monthly Fee Service Package A	\$4,915-\$7,517	\$5,062-\$7,743	\$5,264-\$8,053	\$5,423-\$8,296	\$5,705-\$8,727	\$6,252-\$9,552	10%
Assisted Care Monthly Fee Service Package B	\$5,715-\$6,589	\$5,886-\$8,567	\$6,121-\$8,910	\$6,305-\$9,178	\$6,623-\$9,645	\$7,277-\$10,577	10%
Assisted Care Monthly Fee Service Package C	\$6,515-\$9,117	\$6,710-\$9,391	\$6,978-\$9,767	\$7,187-\$10,060	\$7,541-\$10,563	\$8,302-\$11,602	10%
Assisted Care Monthly Fee Service Package D	\$7,289-\$9,905	\$7,534-\$10,215	\$7,835-\$10,624	\$8,069-\$10,942	\$8,459-\$11,481	\$9,327-\$12,627	10%
Assisted Care Monthly Fee Service Package E	\$8,115-\$10,717	\$8,358-\$11,039	\$8,692-\$11,481	\$8,951-\$11,824	\$9,377-\$12,399	\$10,352-\$13,652	10%
Rest Home Care	\$8,163-\$8,656	\$8,571-\$9,089	\$8,914-\$9,453	\$9,360-\$9,926	\$9,828	\$10,811	10%
Transition Level							
Assisted Care Non-occupancy credit	Same as independent non-occupancy credit	Same as independent non-occupancy credit	Same as independent non-occupancy credit	Care package drops to Level A fee	Care package drops to Level A fee	Care package drops to Level A fee	No Change

Long Term Care

Long Term Care	2018	2019	2020	2021	2022	2023	% Average Change 2022 to 2023
Per Diem Rate – Private Pay	\$455.00	\$470.00	\$489.00	\$499.00	\$509.00	\$559.00	10.0%

Ancillary Fee Schedule

Description of Ancillary Service	2018	2019	2020	2021	2022	2023	% Average Increase/ Decrease 2021 to 2022
Non-occupancy credit per night – 1 st person – Independent Living	\$16.22	\$16.70	\$17.00	\$17.00	\$17.00	\$17.00	0.0%
Non-occupancy credit starting on 11 th consecutive night – 2 nd person – Independent Living	\$27.30	\$28.10	\$29.00	\$29.00	\$29.00	\$29.00	0.0%
Guest Meal (Mon-Sat)	\$16.75	\$17.00	\$17.50	\$17.75	\$17.75	\$25.00	40.9%
Guest Holiday Meal (Holiday dinner buffet/holiday brunch)	\$21.25	\$21.25	\$22.50	\$22.75	\$23.50	\$25.00	6.4%
Child Guest Meal (ages 11 and under)	\$7.05	\$7.25	\$7.50	\$7.50	\$8.00	\$12.00	50%
Tray Service (carry out delivery)	\$4.15	\$4.25	\$4.50	\$4.50	\$4.50	\$7.00	55.6%
Cider House Bistro Pizza Delivery	\$4.15	\$4.25	\$4.50	\$4.50	\$4.50	\$7.00	55.6%
Health Club – Basic Membership	No Charge	No Charge	No Charge	No Charge	No Charge		0%
Health Club – Group	\$5/class	\$5/class	\$6/class	\$6.50/class	\$6.50/class	\$7.50/class	15.4%

Description of Ancillary Service	2018	2019	2020	2021	2022	2023	% Average Increase/ Decrease 2021 to 2022
Exercise							
Health Club – Fall Proof–10 classes which include pre and post assessments	\$100.00	\$100.00	\$50.00	\$50.00	\$50.00	\$50.00	0.0%
Intermissions Daily Session fee	\$66.00	\$66.00	\$68.00	\$70.00	\$70.00	\$80.00	14.8%
Home Support, Basic Hourly Services, weekends	\$29.50 per hour	\$30.00 per hour	\$32.00 per hour	\$34.00 per hour	\$37.00 per hour	\$46.00 per hour	24.3%
Home Support Basic Hourly Services, weekends	\$29.50 per hour	\$30.00 per hour	\$32.00 per hour	\$34.00 per hour	\$37.00 per hour	\$46.00 per hour	24.3%
Home Support, Nursing Services, weekdays	\$75 per hour	\$78 per hour	\$87 per hour	\$90 per hour	\$100 per hour	\$125.00 per hour	25%
Home Support, Nursing Services, weekends	\$75 per hour	\$78 per hour	\$87 per hour	\$90 per hour	\$100 per hour	\$125.00 per hour	25%
Home Support, Holiday Rates	Double weekday rate	1.5 times the regular rate	1.5 times the regular rate	1.5 times the weekday rate	1.5 times the weekday rate	1.5 times the weekday rate	0%
Laundry, per load (Independent Living only)	\$34.40	\$35.50	\$36.50	N/A	N/A	N/A	N/A
Grounds Service per	\$33.95 per hour	\$35.00 per hour	\$36.50 per hour	\$37.50 per hour	\$38.50 per hour	\$45.00 per hour	16.9%

Description of Ancillary Service	2018	2019	2020	2021	2022	2023	% Average Increase/ Decrease 2021 to 2022
hour plus materials							
Maintenance Service per hour plus materials (½ hr. minimum)	\$33.95 per hour	\$35.00 per hour	\$36.00 per hour	\$37.50 per hour	\$38.50 per hour	\$45.00 per hour	16.9%
Transportation	Destination Dependent	Destination Dependent	Destination Dependent	Destination Dependent	Destination Dependent	Destination Dependent	Destination Dependent
Guest Room, Daily (Kitchenette) \$10 per additional person	\$96.50	\$96.50	\$100.00	\$100.00	\$105.00	\$110.00	4.8%
Guest Room, Daily (Kitchen) \$10 per additional person	\$107.25	\$107.25	\$107.25	\$107.25	\$105.00	\$110.00	4.8%
Guest Roll Away Bed/Baby Crib, Daily	\$18.05	\$18.05	\$18.50	\$18.50	\$19.05	\$20.00	5%
Storage Bin per month (Independent Living Only)	\$11.50	\$11.50	\$12.00	\$12.35	\$12.75	\$13.75	7.8%
Padlock for Storage Bin	\$11.85	\$11.85	\$12.00	\$12.00	\$12.00	\$12.00	0.0%
Reserved Parking per month (resident registered car only)	\$26.50	\$26.50	\$27.00	\$27.75	\$28.50	\$30.00	5.3%
Reserved Parking (covered) by month (resident registered)	\$26.50	\$53.00	\$70.00	\$70.00	\$72.00	\$76.00	5.6%

Description of Ancillary Service	2018	2019	2020	2021	2022	2023	% Average Increase/ Decrease 2021 to 2022
car only)							
Wheelchair Escort (round trip)	\$25.50	\$32.00	\$36.00	\$36.00	\$40.00	\$40.00	11.1%
Wheelchair Rental	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Jump Starts (per car)	\$5.00	\$5.00	\$5.00	\$5.00	\$0	\$0	-100%
Snow Removal (per car) (over 6" \$18.00)	\$19.50 (over 6" charge is \$22.00)	\$25.00 (3" +)	\$25.50 (3" +)	\$26.00 (3" +)	\$28.00 (3" +)	\$35.00 (3" +)	25%
Additional Apartment Key/Exterior	\$7.50	\$7.50	\$7.75	\$7.95	\$8.15	\$9.00	10.4%
Additional Exterior Door Key Replacement (per occurrence)	\$27.00	\$27.00	\$35.00	\$100	\$100.00	\$100.00	0%
Additional Mailbox Key	\$4.80	\$4.80	\$4.95	\$5.00	\$5.15	\$5.60	8.7%
Housekeeping per hour (one hour minimum)	\$33.40	\$35.50	\$36.50	\$37.50	\$38.50	\$45.00	16.9%
Ironing (per hour)	\$33.40	\$35.50	\$36.50	N/A	N/A	N/A	N/A
Additional Gatehouse Transponder	\$53.00	\$53.00	\$53.00	\$53.00	\$0	\$0	N/A

Description of Ancillary Service	2018	2019	2020	2021	2022	2023	% Average Increase/ Decrease 2021 to 2022
Replacement I.D. Badge	\$8.00	\$8.00	\$8.00	\$8.25	\$8.50	\$9.00	5.9%
Emergency Pendant	\$136.75 installation fee. \$37.00 per ½ hour; \$12 for each add'l 15 minutes	\$136.75 installation fee. \$38.00 per ½ hour; \$12 for each add'l 15 minutes	\$140.00 installation fee. \$39.00 per ½ hour; \$12 for each add'l 15 minutes	\$200.00 installation fee. \$40 per ½ hour; \$13 for each add'l 15 minutes	\$205.00 installation fee \$41 per ½ hour; \$13 for each add'l 15 minutes	\$210.00 installation fee \$45 per ½ hour; \$15 for each add'l 15 minutes	2.4%
Service calls for Computer assistance							

EXHIBIT 6
CERTIFIED FINANCIAL STATEMENTS OF PROVIDER

Summary:

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

Brooksby Village, Inc. and Subsidiary

**Consolidated Financial Statements and
Supplemental Information**

December 31, 2022 and 2021



Report of Independent Auditors

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

Opinion

We have audited the accompanying consolidated financial statements of Brooksby Village, Inc. and Subsidiary (the "Community" or "BBV"), which comprise the consolidated balance sheets as of December 31, 2022 and 2021, and the related consolidated statements of operations, of changes in net assets (deficit), and of cash flows for the years then ended, including the related notes (collectively referred to as the "consolidated financial statements").

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Community as of December 31, 2022 and 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Consolidated Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery,



intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

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

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

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

Supplemental Information

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

A handwritten signature in black ink that reads "PricewaterhouseCoopers US".

Baltimore, Maryland
April 28, 2023

Brooksby Village, Inc. and Subsidiary
Consolidated Balance Sheets
December 31, 2022 and 2021

	2022	2021
ASSETS		
Current assets		
Cash	\$ 19,603,103	\$ 12,991,186
Short term investments	7,010,995	7,030,918
Accounts receivable	2,350,195	1,582,020
Prepaid expenses and other current assets	531,162	744,965
Promissory notes receivable	6,758,000	3,694,500
Restricted cash and cash equivalents - current	359,514	374,479
Total current assets	<u>36,612,969</u>	<u>26,418,068</u>
Non-current assets		
Beneficial interest in National CCRC Business Trust I	125,066,978	136,298,507
Resident capital cash	4,642,442	5,942,391
Certificates of deposit and annuities	73,066	117,696
Restricted funds (debt related)	2,617,803	2,581,564
Beneficial interest in National CCRC Statutory Tier IV Trust	4,959,246	3,472,453
Funds with donor restrictions	1,031,315	1,430,025
Funds held for residents (cash, cash equivalents, and investments)	316,379	283,975
Property and equipment, net	286,720,786	277,457,526
Right of use asset	—	7,075
Interest rate swap receivable - non-current	5,822,975	1,299,418
Total non-current assets	<u>431,250,990</u>	<u>428,890,630</u>
Total assets	<u>\$ 467,863,959</u>	<u>\$ 455,308,698</u>
LIABILITIES AND NET ASSETS (DEFICIT)		
Current liabilities		
Accounts payable and accrued expenses	\$ 7,731,379	\$ 8,419,288
Claims reserve (insurance related)	914,860	912,137
Bonds payable - current	2,055,125	1,968,317
Resident refunds payable	14,753,206	15,797,500
Other current liabilities	208,953	201,104
Total current liabilities	<u>25,663,523</u>	<u>27,298,346</u>
Non-current liabilities		
Funds held for residents (payable)	316,379	283,975
Advance deposits	1,792,200	3,002,700
Parking deposits	10,000	15,000
Resident entrance fees, net of accumulated amortization of \$36,838,031 and \$38,096,774 for 2022 and 2021, respectively	413,314,852	386,980,494
Bonds payable - non-current	93,102,309	80,965,189
Other non-current liabilities	—	45,418
Total non-current liabilities	<u>508,535,740</u>	<u>471,292,776</u>
Total liabilities	<u>534,199,263</u>	<u>498,591,122</u>
Net assets (deficit)		
Without donor restrictions	(67,439,685)	(44,790,084)
With donor restrictions	1,104,381	1,507,660
Total net assets (deficit)	<u>(66,335,304)</u>	<u>(43,282,424)</u>
Total liabilities and net assets (deficit)	<u>\$ 467,863,959</u>	<u>\$ 455,308,698</u>

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

Brooksby Village, Inc. and Subsidiary
Consolidated Statements of Operations
December 31, 2022 and 2021

	2022	2021
Operating revenue and other support		
Resident occupancy revenue	\$ 71,212,716	\$ 66,610,388
Ancillary fee revenue	6,376,957	6,511,543
Amortization of non-refundable resident entrance fees	1,842,187	1,237,043
Other revenue	1,465,496	1,975,338
Net assets released from restriction used for operations	1,078,076	1,140,483
Total operating revenue and other support	<u>81,975,432</u>	<u>77,474,795</u>
Operating expenses		
Salaries, wages and benefits	36,779,356	35,277,066
Professional and contracted services	11,318,207	10,961,285
Supplies	7,412,941	7,365,238
General and administrative	6,585,891	6,261,287
Management fees	3,270,699	2,972,225
Interest	2,710,171	2,298,464
Real estate taxes	1,801,815	1,916,354
Depreciation	15,738,910	14,639,068
Expenses incurred related to net assets with donor restrictions	1,078,076	1,140,483
Total operating expenses	<u>86,696,066</u>	<u>82,831,470</u>
Operating loss	(4,720,634)	(5,356,675)
Non-operating income and (expenses)		
Reversal of prior amortization	—	(34,103)
Investment return, net	(269,422)	(24,948)
Change in beneficial interest in National CCRC Business Trust I	(22,231,529)	11,580,785
Realized and unrealized gain on swap agreements	4,571,984	1,118,522
Total non-operating (expenses)/income	<u>(17,928,967)</u>	<u>12,640,256</u>
Excess of (expenses over revenue)/revenue over expenses	<u>\$ (22,649,601)</u>	<u>\$ 7,283,581</u>

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

Brooksby Village, Inc. and Subsidiary
Consolidated Statements of Changes in Net Assets (Deficit)
December 31, 2022 and 2021

	Without Donor Restrictions	With Donor Restrictions	Total
Net assets (deficit) January 1, 2021	\$ (51,844,211)	\$ 1,569,946	\$ (50,274,265)
Restricted contributions and net investment return	—	1,078,197	1,078,197
Net assets released from restriction used for operations	—	(1,140,483)	(1,140,483)
Excess of revenue over expenses	7,283,581	—	7,283,581
Capital contribution to related organization	(229,454)	—	(229,454)
Change in net assets (deficit)	<u>7,054,127</u>	<u>(62,286)</u>	<u>6,991,841</u>
Net assets (deficit) December 31, 2021	\$ (44,790,084)	\$ 1,507,660	\$ (43,282,424)
Restricted contributions and net investment return	—	674,797	674,797
Net assets released from restriction used for operations	—	(1,078,076)	(1,078,076)
Excess of expenses over revenue	(22,649,601)	—	(22,649,601)
Change in net assets (deficit)	<u>(22,649,601)</u>	<u>(403,279)</u>	<u>(23,052,880)</u>
Net assets (deficit) December 31, 2022	\$ (67,439,685)	\$ 1,104,381	\$ (66,335,304)

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

Brooksby Village, Inc. and Subsidiary
Consolidated Statements of Cash Flows
for the years ended December 31, 2022 and 2021

	2022	2021
Cash flows from operating activities		
Change in net assets (deficit)	\$ (23,052,880)	\$ 6,991,841
Adjustments to reconcile change in net assets (deficit) to net cash and restricted cash and cash equivalents provided by operating activities		
Settlements related to interest rate swaps classified as financing activities	(48,427)	20,207
Reversal of prior amortization	—	34,103
Depreciation	15,738,910	14,639,068
Amortization of non-refundable resident entrance fees	(1,842,187)	(1,237,043)
Gain on disposals of fixed assets	(5,070)	(4,348)
Amortization of bond premium	(645,730)	(704,230)
Amortization of cost of issuance	63,961	72,814
Change in fair value of swap agreements	(4,523,557)	(1,138,728)
Change in unrealized loss on investments	364,547	47,322
Change in beneficial interest in National CCRC Business Trust I	22,231,529	(11,580,785)
Change in beneficial interest in National CCRC Statutory Tier IV Trust	263,207	22,249
Proceeds from non-refundable entrance fees	7,461,730	5,570,441
Spend down	(4,498,040)	(5,163,483)
(Increase)/decrease in accounts receivable	(768,175)	2,051,487
Decrease in prepaid expenses and other current assets	213,803	255,479
(Decrease)/increase in accounts payable and accrued expenses	(446,975)	1,775,655
Increase in claims reserve (insurance related)	2,723	14,429
Increase/(decrease) in other current liabilities	7,849	(8,490)
Decrease in other non-current liabilities	(38,343)	(685,914)
Net cash provided by operating activities	<u>10,478,875</u>	<u>10,972,074</u>
Cash flows from investing activities		
Increase in short-term investments	(344,624)	(44,403)
Decrease in limited use cash, cash equivalents and investments	689,145	378,975
Purchases of beneficial interest in National CCRC Business Trust I	(11,000,000)	(5,000,000)
Purchases of beneficial interest in National CCRC Statutory Tier IV Trust	(1,750,000)	(1,750,000)
Purchases of property and equipment	(25,243,105)	(15,572,733)
Proceeds from sale of property and equipment	5,070	4,348
Net cash used in investing activities	<u>(37,643,514)</u>	<u>(21,983,813)</u>
Cash flows from financing activities		
Refunds of parking deposits	(5,000)	—
Proceeds from refundable entrance fees	64,755,271	52,513,564
Refunds of refundable entrance fees	(44,860,710)	(40,123,638)
Proceeds from bond drawdowns	14,774,015	4,421,931
Principal payments of bonds payable	(1,968,317)	(773,387)
Settlements related to interest rate swap agreements	48,427	(20,207)
Net cash provided by financing activities	<u>32,743,686</u>	<u>16,018,263</u>
Increase in cash and restricted cash and cash equivalents	5,579,047	5,006,524
Cash and restricted cash and cash equivalents, beginning of year	22,206,309	17,199,785
Cash and restricted cash and cash equivalents, end of year	<u>\$ 27,785,356</u>	<u>\$ 22,206,309</u>
Supplemental cash flow disclosure:		
Change in funds held for residents	\$ 32,404	\$ 24,235
Purchases of property and equipment in accounts payable and accrued expenses	209,878	450,813
Change in assets and liabilities under finance lease	(45,418)	(45,417)
Cash paid for interest	3,200,992	2,138,991

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

Brooksby Village, Inc. and Subsidiary

Notes to Consolidated Financial Statements

December 31, 2022 and 2021

1. Organization

Brooksby Village, Inc. (the "Community") is a Maryland non-stock corporation established on July 16, 1998 operating a not-for-profit continuing care retirement community ("CCRC") located in Peabody, Massachusetts. As of December 31, 2022, the Community's available units totaled 1,560 and included 1,338 independent living units, 124 assisted care units, 54 skilled nursing beds, and 44 memory care units. As of December 31, 2022, there were 1,494 occupied units, which consisted of 1,309 independent living units, 103 assisted care units, 44 skilled nursing beds, and 38 memory care units. As of December 31, 2021, there were 1,452 occupied units, which consisted of 1,294 independent living units, 85 assisted care units, 46 skilled nursing beds, and 27 memory care units.

National Senior Communities, Inc. ("NSC"), a not-for-profit organization, was organized to support the Community and 15 other not-for-profit organizations that operate retirement communities. NSC is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and the applicable state income tax regulations. NSC is the sole member of the Community and appoints all directors of the Community's Board.

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

The Community contracts with Erickson Senior Living, LLC ("ESL") to provide management services as described in footnote 5. There are various agreements associated with the management of the Community whereby ESL is considered a related party.

Coronavirus Disease 2019 Funding Programs

The Community participates in certain government programs that provide funding related to the Coronavirus Disease 2019 ("COVID-19") pandemic. These funds have reduced the overall net impact of COVID-19 on the Community's financial performance.

Under the Coronavirus Aid, Relief, and Economic Security Act of 2020 ("CARES Act"), cash has been granted to the Community in the Public Health and Social Services Emergency Fund ("Provider Relief Fund") program. During the years ended December 31, 2022 and 2021, the Community recognized in other revenue, grants received from the Provider Relief Fund totaling \$307,960 and \$501,109, respectively, based on laws and regulations, as well as interpretations issued by the Department of Health and Human Services ("HHS"), governing the funding that was publicly available through December 31, 2022. These grants were made available to healthcare providers to reimburse for healthcare expenses or lost revenues attributable to COVID-19 which were not reimbursed from other sources, nor which other sources were obligated to reimburse. The funds received by the Community are subject to future audits and potential adjustment in future periods and may need to be repaid in whole or in part to the government.

Through its Public Assistance program, the Federal Emergency Management Agency ("FEMA") provides assistance to not-for-profit organizations responding to major disasters or emergencies. Under the program's "Emergency Protective Measures" category, healthcare providers may be eligible for reimbursement of costs associated with providing facilities for medical care or expanding existing medical care capacity during the COVID-19 public health emergency. Generally, FEMA provides such awards on the basis of actual costs incurred. For the years ended December 31, 2022 and 2021, the Community recognized \$14,943 and \$229,384, respectively, in other revenue from this FEMA program.

Beyond the grants described above, the Community has recognized \$422,001 and \$498,715 of other revenue for grants received from other state and local government sources in response to pandemic relief efforts for the years ended December 31, 2022 and 2021, respectively.

Brooksby Village, Inc. and Subsidiary

Notes to Consolidated Financial Statements

December 31, 2022 and 2021

In addition to government programs that provide direct funding relief, the CARES Act also allowed employers the ability to temporarily defer the employer portion of social security payroll taxes in 2020. As of December 31, 2021, the Community repaid the first portion and deferred \$1,284,852 of the remaining employer portion of Social Security payroll taxes. This balance was repaid in the year ended December 31, 2022.

The CARES Act provides refundable employee retention credits, which can be used to offset payroll tax liabilities. For the years ended December 31, 2022 and 2021, the Community recognized a benefit of \$240,000 and \$0, respectively, which is included in salaries, wages and benefits on the Consolidated Statements of Operations.

2. Summary of Significant Accounting Policies

Basis of Presentation

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

Cash

BBV utilizes a controlled disbursement account that funds checks as they are presented for payment which may result in a book overdraft due to timing. There was no book overdraft as of December 31, 2022 and 2021.

Insurance

BBV participates in insurance plans which cover claims for employee health, professional and general liability, workers' compensation and property insurance.

Claims Reserve (insurance related)

Claims reserves are estimated accrued insurance liabilities for the employee health plan, professional and general liability and workers' compensation insurance plans. There are known claims and incidents that may result in the assertion of additional claims, as well as claims from unknown incidents that may be asserted arising from services provided. Claims incurred but not reported represent amounts accrued for the current year which were actuarially determined to be the amount of potential claim payments for events occurring prior to year-end, including excess amounts covered by reinsurance. The Community does not discount this liability.

Employee Health Plan

BBV participates in a self-funded employee health plan with other NSC communities that are managed by ESL. A specific stop loss policy has been purchased to reduce a portion of the plan risk. The specific stop loss reimbursement policy covers medical and prescription drug claims totaling more than \$600,000 and \$450,000 for the years ended December 31, 2022 and 2021, respectively, per member per calendar year. Symetra Life Insurance Company provides the excess coverage and reimburses the plan for amounts over the specific stop loss deductible. NSC participants in the plan share in the payment of claims within the deductible based on their percentage of participation in the plan.

For the years ended December 31, 2022 and 2021, expenses related to the employee health plan were \$2,231,427 and \$2,873,861 respectively, and are included in salaries, wages and benefits on the Consolidated Statements of Operations. The liability for future health claims was \$249,940 and \$292,037 as of December 31, 2022 and 2021, respectively, and is included in claims reserve (insurance related) on the Consolidated Balance Sheets.

Brooksby Village, Inc. and Subsidiary

Notes to Consolidated Financial Statements

December 31, 2022 and 2021

Professional and General Liability Insurance

BBV participates in a high retention professional and general liability insurance plan with ESL and other communities managed by ESL. The program has a \$5,000,000 per claim retention with a \$5,000,000 professional and general liability retention aggregate. Continental Casualty Company ("CNA") provides the lead excess coverage. To the extent a participant incurs a loss, all participants will share in paying for that loss, subject to the retention and the aggregate limits.

For the years ended December 31, 2022 and 2021, expenses related to the professional and general liability plans were \$260,911 and \$380,913, respectively, and are included in insurance expense on the Consolidated Statements of Operations. BBV follows the accounting policy of establishing reserves for all losses unpaid at the end of the year, including the excess amounts covered by CNA. These reserves have been established by management through consultation with actuaries and are recorded at the expected value to be paid. The liability for the anticipated payment for future professional and general liability claims was \$517,978 and \$583,330 as of December 31, 2022 and 2021, respectively, and is included in claims reserve (insurance related) on the Consolidated Balance Sheets.

Workers' Compensation

BBV is covered by a commercial workers' compensation policy from the Arch Insurance Company. Deductible amounts per the policy are covered by a separate policy that limits the Community's exposure to their monthly premiums. For the years ended December 31, 2022 and 2021, expenses related to the workers' compensation plan were \$613,339 and \$789,849, respectively, and are included in salaries, wages and benefits on the Consolidated Statements of Operations.

Property Insurance

BBV participates in a high deductible property insurance plan with ESL and other communities managed by ESL. Beginning in 2022, the plan has a \$10,000,000 retention per occurrence, and American International Group provides the lead excess coverage. Previously, the plan had a \$500,000 deductible, and CNA provided the excess coverage. To the extent a participant incurs a loss, all participants will share in paying for that loss, subject to the deductible.

For the years ended December 31, 2022 and 2021, expenses related to the property insurance plan were \$596,719 and \$436,432, respectively, and are included in insurance expense on the Consolidated Statements of Operations. The liability for future property insurance claims was \$146,942 and \$36,770 as of December 31, 2022 and 2021, respectively, and is included in claims reserve (insurance related) on the Consolidated Balance Sheets.

Concentration of Credit Risk

Financial instruments, which subject BBV to concentrations of credit risk, consist primarily of cash, cash equivalents and certificates of deposit. Cash and cash equivalents include overnight investment arrangements with banks and investments. Total deposits maintained at these institutions at times exceed the amount insured by federal agencies and therefore, bear a risk of loss. BBV has not experienced any losses on these funds.

Promissory Notes Receivable

Promissory notes receivable consist of short-term receivables from residents related to payment of the final installment of their entrance fee. Often, there is a timing difference between when the sale of a prospective resident's home will be finalized and the due date of the final installment on their resident entrance fee. In these cases, a short-term promissory note is issued by the resident. If the resident pays the note on or before the agreed upon due date, no interest is charged. If the resident

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does not pay the note by the agreed upon due date, interest may be charged from the day the note was issued through the date of payment. The promissory notes receivable balance was \$6,758,000 and \$3,694,500 as of December 31, 2022 and 2021, respectively.

Resident Capital Cash, Advance Deposits, Parking Deposits and Resident Entrance Fees

Residents are required to remit entrance fees, which vary in amount depending upon the unit to be occupied. Prospective residents are required to make certain installment payments prior to the final settlement of the given unit. These amounts are included in resident capital cash and advance deposits on the Consolidated Balance Sheets. Timing differences may cause resident capital cash to not be equal to advance deposits. Residents may reserve a designated parking space, based on availability, and are required to pay a refundable deposit for the space.

Entrance fees on settled units are shown as resident entrance fees on the Consolidated Balance Sheets and are reported net of amortization and spend down. In general, for each Residence and Care Agreement ("RCA") issued prior to the introduction of the 90% contracts discussed below, entrance fees are fully refundable when the unit has been vacated and released, all outstanding obligations of the resident have been paid, and the unit has been resettled and paid for by a new resident with a fee amount greater than or equal to the previous entrance fee amount.

The currently offered RCA's provide for a refundable amount of 90% of the total entrance fee and a 10% non-refundable portion ("90% contracts"). Eligibility for a refund under the 90% contracts is established when the RCA has terminated, the unit has been vacated and released, all outstanding obligations have been paid and funds are available in the Refund Account, which is the balance established to fund eligible resident refunds. The Refund Account is funded from new residents who have settled an independent living unit with a new 90% contract. The refunds are made in sequential order, based on when a former resident has met eligibility for a refund and funds are available in the Refund Account. The refund on these units is not tied to the resettlement of the former resident's specific unit. For the 90% contracts, when the unit is released, the amount of the fully refundable portion of the resident entrance fee is reclassified from resident entrance fees, a non-current liability, to resident refunds payable, a current liability on the Consolidated Balance Sheets. For all entrance fee refunds due under the previous RCA, the fee is reclassified when the former resident's unit is resettled.

The 10% non-refundable portion is treated as deferred revenue and amortized into revenue on a straight-line basis over an 8.5 year period, which approximates the estimated average length of time a resident resides at the Community based on Community and industry data, or over a shorter period if the RCA is terminated sooner. The amount of amortization related to the 10% non-refundable portion of the deposit was \$1,842,187 and \$1,237,043 for the years ended December 31, 2022 and 2021, respectively, and is included in amortization of non-refundable resident entrance fees on the Consolidated Statements of Operations.

Entrance fees may be used to satisfy monthly fees if insufficient resident funds are available, resulting in a spend down of the resident's entrance fees. The amounts charged to spend down are subsequently recovered by the Community through a reduction of the amounts refunded to the resident when they leave the Community and any required refund is made. Residents' final bills are also charged to spend down which reduces the amount of their refundable entrance fee under the terms of the RCA. For the years ended December 31, 2022 and 2021, spend down activity to offset monthly charges was \$4,498,040 and \$5,163,483, respectively.

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The composition of resident entrance fees, net, was as follows as of December 31:

	2022	2021
Fully refundable contracts		
Resident entrance fees	\$ 108,145,101	\$ 129,158,500
Less: Accumulated amortization	(11,517,524)	(13,639,824)
90% Contracts		
Resident entrance fees		
90% refundable portion	314,765,105	273,980,705
10% non-refundable portion	35,883,201	31,522,401
Less: Accumulated amortization	(25,320,507)	(24,456,950)
Less: Spend down	(8,640,524)	(9,584,338)
Resident entrance fees, net	<u>\$ 413,314,852</u>	<u>\$ 386,980,494</u>

Limited Use Cash, Cash Equivalents and Investments

BBV has restricted cash equivalents - current, resident capital cash, certificates of deposit and annuities, restricted funds (debt related), beneficial interest in National CCRC Statutory Tier IV Trust, funds with donor restrictions, and funds held for residents that are comprised of cash, cash equivalents and investments, stated at fair market value. Income related to limited use cash, cash equivalents and investments is included in investment return, net, on the Consolidated Statements of Operations.

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

	2022	2021
Cash	\$ 19,603,103	\$ 12,991,186
Restricted cash and cash equivalents - current	359,514	374,479
Resident capital cash	4,642,442	5,942,391
Restricted funds (debt related)	2,617,803	2,581,564
Funds with donor restrictions	246,115	32,714
Funds held for residents (cash)	316,379	283,975
Cash and restricted cash and cash equivalents	<u>\$ 27,785,356</u>	<u>\$ 22,206,309</u>

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

National CCRC Business Trust I

BBV began investing in the National CCRC Business Trust I ("Business Trust") in April 2012. The Business Trust was established by NSC to invest excess cash of its supported organizations in order to achieve long-term investment goals. NSC serves as the Trustee and has the executive management and control of the funds within the Business Trust. The Trustee invests with The Vanguard Group, Inc. and its group of registered mutual funds to limit the costs and fees incurred by the Business Trust. The Trustee has the power to conduct, operate and carry on the business of the pooled investments fund, which includes buying, holding and selling securities on behalf of the Business Trust. Redemptions from the Business Trust are permitted quarterly upon 90 calendar days' advance notice and take place as of the last business day each calendar quarter after the month end

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net asset value is established. There are no current designations on the assets held within the Business Trust, therefore the funds are not considered limited use. The investments held within the Business Trust are accounted for by the Community under the equity method of accounting. The Business Trust uses the net asset value per share multiplied by the number of shares held by BBV to determine BBV's share of the net assets held within the Business Trust.

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

	Business Trust	
	2022	2021
Shares owned	6,172,809	5,641,452
Value of investment	\$ 125,066,978	\$ 136,298,507
Contributions made	11,000,000	5,000,000
Change in beneficial interest	(22,231,529)	11,580,785

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

	Business Trust	
	2022	2021
Assets	\$ 1,007,304,780	\$ 1,133,309,018
Liabilities	186,330	92,217
Net assets	1,007,118,450	1,133,216,801
Net asset value per share	20.26	24.16
Net investment income	33,911,201	47,184,491
Realized and unrealized (loss)/gain from investments	(218,509,552)	48,039,303
Net (decrease)/increase in net assets	(184,598,351)	95,223,794

National CCRC Statutory Tier IV Trust

To help achieve the vision and fulfill the mission of NSC, NSC formed and maintains a long-term mission related investment portfolio ("Mission Related Investment"), the National CCRC Statutory Tier IV Trust ("Tier IV Trust"). This investment portfolio serves as a pooled investment vehicle for the investment of certain investable cash by the communities for which NSC serves as the member. The primary objective of NSC, serving as Trustee, is to ultimately grow or otherwise support the mission of NSC by managing and directing the investments made by the communities in the Tier IV Trust. Prior to an investment in a Mission Related Investment, the cash will be held with the primary objective of preserving capital as an "Interim Investment." If during a fiscal year the Tier IV Trust receives distributions of cash attributable to Interim Investments, the Tier IV Trust shall distribute that cash to the shareholders by May 15 following the end of the fiscal year. No cash distributions attributable to Interim Investments were received for the years ended December 31, 2022 and 2021. Cash held within the Tier IV Trust will, under normal circumstances, typically be considered as temporary portfolio holdings, to be used for Tier IV Trust liquidity needs or to facilitate an investment in a Mission Related Investment.

Funds in the Tier IV Trust are limited to use as determined by the Trustee. NSC, as the Trustee, has the executive management and control of the funds within the Tier IV Trust, which include fixed income funds (i.e. the Interim Investments) as of December 31, 2022. The Trustee currently invests with The Vanguard Group, Inc. and its group of registered mutual funds to limit the costs and fees incurred by the Tier IV Trust. The Trustee has the power to conduct, operate and carry on the business of the pooled investments fund, which includes buying, holding and selling securities on

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behalf of the Tier IV Trust. Redemptions from the Tier IV Trust are approved at the discretion of the Trustee. Although no such investments have been identified, future investments could be made in non-traditional illiquid assets or non-marketable securities and therefore, reduce the ability of the Trustee to quickly redeem these investments.

BBV began investing in the Tier IV Trust in December 2020. The investments held within the Tier IV Trust are accounted for by the Community under the equity method of accounting. The Tier IV Trust uses the net asset value per share multiplied by the number of shares held by BBV to determine BBV's share of the net assets held within the Tier IV Trust.

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

	Tier IV Trust	
	2022	2021
Shares owned	542,286	351,728
Value of investment	\$ 4,959,246	\$ 3,472,453
Contributions made	1,750,000	1,750,000
Change in beneficial interest	(263,207)	(22,249)

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

	Tier IV Trust	
	2022	2021
Assets	\$ 28,457,780	\$ 19,902,233
Liabilities	119,230	59,647
Net assets	28,338,550	19,842,586
Net asset value per share	9.15	9.87
Net investment income	319,852	113,780
Realized and unrealized loss from investments	(1,823,888)	(240,917)
Net decrease in net assets	(1,504,036)	(127,137)

Property and Equipment, Net

Property and equipment are recorded at cost and are depreciated using the straight-line method over the estimated useful lives of 3 to 40 years. Improvements to property and equipment that substantially extend the useful life of the asset are capitalized. Repair and maintenance costs are expensed as incurred. Gains or losses on the disposition of property and equipment are recorded at the time of the disposition.

The useful lives of property and equipment are as follows:

	Useful Life
Land improvements	15
Building and building improvements	7 - 40
Furniture and fixtures	7
Equipment and vehicles	3 - 5

Deferred Financing Costs

Financing costs incurred in connection with the issuance of Finance Agency Bonds by the Virginia Small Business Financing Authority are included in bonds payable, net of current portion on the

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Consolidated Balance Sheets. These costs are being amortized over the term of the related bond issuance using the straight-line method which approximates the effective interest rate method.

Valuation of Long-Lived Assets

The Community accounts for the valuation of long-lived assets under the guidance for *Accounting for the Impairment or Disposal of Long-Lived Assets*. This guidance requires that long-lived assets be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of the long-lived asset is measured by a comparison of the carrying amount of the asset to future undiscounted net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the estimated fair value of the assets. Assets to be disposed of are reportable at the lower of the carrying amount or fair value, less costs to sell. Management has reviewed the valuation of long-lived assets and has determined that no events of impairment occurred for the years ended December 31, 2022 and 2021.

Lease Accounting

The Community evaluates whether a contract is or contains a lease at the inception of the contract. Upon lease commencement, the date on which a lessor makes the underlying asset available to the Community for use, the Community classifies the lease as either an operating or finance lease. Most of the Community's equipment leases are classified as operating leases.

The Community, as lessee, recognizes a right of use asset and lease liability on the Community's Consolidated Balance Sheets for its operating and finance leases as of the lease commencement date. A right of use asset represents the Community's right to use an underlying asset for the lease term while the lease liability represents an obligation to make lease payments measured on a discounted basis. Options to extend a lease are factored into the measurement of the lease liability when it is reasonably certain that the Community will exercise the option. For the Community's leases where the rate implicit in the lease is not readily available, the Community utilizes its estimated incremental borrowing rate in determining the present value of lease payments based on information available at commencement of the lease, which reflects the fixed rate at which the Community could borrow a similar amount for the same term on a collateralized basis. Right of use assets are measured at an amount equal to the initial lease liability, plus any prepaid lease payments (less any incentives received, such as reimbursement for leasehold improvements) and initial direct costs, at the lease commencement date. Leases with an initial term of 12 months or less are not recorded on the Community's balance sheets and instead are recognized as lease expense as incurred. The Community has lease agreements with lease and non-lease components, and as a practical expedient has elected to account for lease and non-lease components together as a single combined lease component for real estate and equipment leases, from both a lessee and lessor perspective.

For operating leases, lease expense is recognized on a straight-line basis over the lease term and is included in total expenses on the Consolidated Statements of Operations. The right of use asset is generally reduced each period by an amount equal to the difference between the operating lease expense and the amount of interest expense on the lease liability utilizing the effective interest method. For finance leases, the Community recognizes interest expense on the lease liability utilizing the effective interest method. Additionally, the right of use asset is generally amortized to depreciation and amortization expense on a straight-line basis over the lease term, unless the lease contains an option to purchase the underlying asset that the Community is reasonably certain to exercise, in which case the asset is depreciated over the useful life of the underlying asset.

For leases qualifying for the short-term lease exemption, the Community recognizes lease payments on a straight-line basis over the lease term and variable lease payments are expensed as incurred. These expenses are included as components of total expenses on the Consolidated Statements of Operations.

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Refer to the Community's revenue recognition policy for discussion of the accounting policy for residency agreements, which include the lease of an asset.

The Community is also a lessor of space leased to third parties, and recognizes sublease income on a straight-line basis over the lease term in other revenue on the Consolidated Statements of Operations.

Compensated Absences

BBV records a liability for amounts due to employees for future absences that are attributable to services performed in the current and prior periods, which is included in accounts payable and accrued expenses on the Consolidated Balance Sheets. The expenses related to these absences are included in salaries, wages and benefits on the Consolidated Statements of Operations.

Net Assets (Deficit)

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

Without Donor Restrictions

Net assets (deficit) without donor restrictions represent resources that are not restricted by donor-imposed stipulations, including funds of \$125,066,978 and \$136,298,507 invested in the Business Trust as of December 31, 2022 and 2021, respectively. They are available for the support of all Community operations and services. Net assets (deficit) without donor restrictions are free of donor imposed restrictions and include all revenue, expenses, gains and losses that are not changes in net assets (deficit) with donor restrictions.

With Donor Restrictions

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

Capital Contribution to Related Organization

The Community renewed its agreement with NSC ("Affiliation Agreement") in 2020. Pursuant to the Affiliation Agreement, the Community may make a contribution to the Mission Fund to be used as approved by the NSC Board for the benefit of one or more of its communities or to support NSC's corporate purposes or charitable mission.

Excess of (Expenses Over Revenue)/Revenue Over Expenses

The Consolidated Statements of Operations include excess of (expenses over revenue)/revenue over expenses, which includes all revenue and expenses that are an integral part of the Community's activities.

Revenue Recognition

Resident occupancy revenue

Resident occupancy revenue is reported at the amount that reflects the consideration the Community expects to receive in exchange for the services provided. These amounts are due from residents or third-party payers and include variable consideration for retroactive adjustments, if any, under reimbursement programs. Performance obligations are determined based on the nature of the services provided. Resident occupancy revenue is recognized as performance obligations are satisfied.

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Under the Community's RCAs, which are generally for the resident's lifetime, but can be terminated at any time by the resident with 60 days' notice, the Community provides continuing care services to residents for a stated daily or monthly fee. The Community recognizes revenue for continuing care services under the RCA for independent living in accordance with the provisions of ASC 842, *Leases* ("ASC 842"). The Community recognizes revenue for assisted care services, skilled nursing residency and care, memory care residency and therapy services in accordance with the provisions of ASC 606, *Revenue from Contracts with Customers* ("ASC 606"). The Community has determined that the continuing care services included under the daily or monthly fee have the same timing and pattern of transfer and are a series of distinct services that are considered one performance obligation, which is satisfied over time.

The independent living portion of resident occupancy revenue that qualified under the provisions of the lease guidance was \$48,510,168 and \$46,037,239 for the years ended December 31, 2022 and 2021, respectively.

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

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

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

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

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

Generally, residents who are covered by third-party payers are responsible for related deductibles and coinsurance which vary in amount. Management estimates the transaction price for residents with deductibles and coinsurance and from those who are uninsured based on historical experience and current market conditions. The initial estimate of the transaction price is determined by reducing the standard charge by any contractual adjustments. Subsequent changes to the estimate of the transaction prices are generally recorded as adjustments to resident occupancy revenue or ancillary fees in the period of the change. These changes to estimates that were recorded in the subsequent period were insignificant for the years ended December 31, 2022 and 2021. Subsequent changes that are determined to be the result of an adverse change in a payer's ability to pay are recorded as a reduction to revenue and were not significant for the years ended December 31, 2022 and 2021.

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Ancillary fees

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

Disaggregation of Revenue

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

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

	2022				
	Independent living	Assisted care	Skilled nursing and other	Memory care	Total
Private pay	\$ 48,510,168	\$ 10,329,304	\$ 4,671,958	\$ 3,718,206	\$ 67,229,636
Medicare and Medicaid	—	—	3,289,800	—	3,289,800
Third party	—	—	693,280	—	693,280
Total resident occupancy revenue	<u>\$ 48,510,168</u>	<u>\$ 10,329,304</u>	<u>\$ 8,655,038</u>	<u>\$ 3,718,206</u>	<u>\$ 71,212,716</u>

	2021				
	Independent living	Assisted care	Skilled nursing and other	Memory care	Total
Private pay	\$ 46,037,239	\$ 9,051,067	\$ 4,531,164	\$ 3,154,390	\$ 62,773,860
Medicare and Medicaid	—	—	3,241,210	—	3,241,210
Third party	—	—	595,318	—	595,318
Total resident occupancy revenue	<u>\$ 46,037,239</u>	<u>\$ 9,051,067</u>	<u>\$ 8,367,692</u>	<u>\$ 3,154,390</u>	<u>\$ 66,610,388</u>

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

	2022				
	Independent living	Assisted care	Skilled nursing and other	Memory care	Total
Private pay	\$ 2,797,423	\$ 22,359	\$ 1,329,248	\$ 2,811	\$ 4,151,841
Medicare and Medicaid	—	—	1,392,486	—	1,392,486
Third party	41,279	—	791,351	—	832,630
Total ancillary fees	<u>\$ 2,838,702</u>	<u>\$ 22,359</u>	<u>\$ 3,513,085</u>	<u>\$ 2,811</u>	<u>\$ 6,376,957</u>

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	2021				
	Independent living	Assisted care	Skilled nursing and other	Memory care	Total
Private pay	\$ 2,375,295	\$ 83,929	\$ 1,935,791	\$ 25,272	\$ 4,420,287
Medicare and Medicaid	—	—	1,326,888	—	1,326,888
Third party	30,621	—	733,747	—	764,368
Total ancillary fees	\$ 2,405,916	\$ 83,929	\$ 3,996,426	\$ 25,272	\$ 6,511,543

Income Taxes

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

Estimates

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

Interest Rate Swaps

BBV follows accounting guidance on derivative financial instruments that is based on whether the derivative instrument meets the criteria for designation as cash flow or fair value hedges. The criteria for designating a derivative as a hedge includes the assessment of the instrument's effectiveness in risk reduction, matching of the derivative instrument to its underlying transactions, and the assessment of the probability that the underlying transaction will occur. All of BBV's derivative financial instruments are interest rate swap agreements without hedge accounting designation.

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

Reclassifications

Certain prior year amounts have been reclassified for consistency with the current year presentation. Certain financial statement line items, which were not material for separate disclosure, were combined into a higher level presentation. The Community assessed these changes and has concluded that they are immaterial to the previously issued financial statements; however, the Community is reclassifying the previously issued financial statements as of December 31, 2021 and for the year then ended so that financial results may be viewed comparatively. The following table

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summarizes the effects of the reclassifications on the financial statement line items indicated as of and for the year ended December 31:

	2021 (As Previously Reported)	Adjustments	2021 (As Reported)
<u>Balance Sheet</u>			
Accounts receivable	1,602,457	(20,437)	1,582,020
Inventory	266,874	(266,874)	—
Prepaid expenses and other current assets	457,654	287,311	744,965
Certificates of deposit and annuities	—	117,696	117,696
Certificates of deposit (insurance related)	40,061	(40,061)	—
Restricted funds (bond/operating reserve related)	2,581,564	(2,581,564)	—
Restricted funds (debt related)	—	2,581,564	2,581,564
Beneficial interest in gift annuities	77,635	(77,635)	—
Accounts payable and accrued expenses	(8,403,462)	(15,826)	(8,419,288)
Other current liabilities	(216,930)	15,826	(201,104)
<u>Statement of Operations</u>			
Other revenue	1,974,901	437	1,975,338
Total revenue, gains and other support	77,474,358	437	77,474,795
Supplies	(3,820,687)	(3,544,551)	(7,365,238)
Dietary and other supplies	(3,544,551)	3,544,551	—
General and administrative	—	(6,261,287)	(6,261,287)
Building grounds and maintenance	(1,267,557)	1,267,557	—
Utilities	(2,673,714)	2,673,714	—
Administrative and other	(1,004,306)	1,004,306	—
Resident relations	(426,582)	426,582	—
Insurance	(902,840)	902,840	—
Total expenses	(82,845,182)	13,712	(82,831,470)
Investment return, net	(10,799)	(14,149)	(24,948)
Total non-operating income/(expenses)	12,654,405	(14,149)	12,640,256
<u>Statement of Cash Flows</u>			
Change in beneficial interest in gift annuities	10,338	(10,338)	—
Decrease/(increase) in accounts receivable	2,031,050	20,437	2,051,487
Decrease/(increase) in inventory	341,369	(341,369)	—
(Increase)/decrease in prepaid expenses and other current assets	(65,453)	320,932	255,479
Net cash provided by operating activities	10,982,412	(10,338)	10,972,074
Decrease in limited use cash, cash equivalents and investments	368,637	10,338	378,975
Net cash used in investing activities	(21,994,151)	10,338	(21,983,813)

Recently Issued Accounting Pronouncements

In December 2022, the FASB issued Accounting Standards Update ("ASU") 2022-06, *Reference Rate Reform: Deferral of the Sunset Date of Topic 848*. This guidance provides relief from the application of certain contract modification guidance during the transition to alternative reference rates, including LIBOR. Optional expedients are provided for contract modification that replace a reference rate affected by reference rate reform and related contemporaneous modifications, including prospective contract modifications for debt contracts. Exceptions are provided for changes to the critical terms of a hedging relationship due to reference rate reform. Expedients are provided for cash flow hedging relationships and fair value hedging relationships. These provisions are available from March 12, 2020 until December 31, 2024. The Community is currently evaluating the effect of reference rate reform on its contracts.

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments - Credit Losses: Measurement of Credit Losses on Financial Instruments*. The current standard delays the recognition of a credit loss on a financial asset until the loss is probable of occurring. The new standard removes the requirement

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that a credit loss be probable of occurring for it to be recognized, and requires entities to use historical experience, current conditions, and reasonable and supportable forecasts to estimate their future expected credit losses. The standard is required to be applied using the modified retrospective approach with a cumulative-effect adjustment to net assets, if any, upon adoption. ASU 2016-13 is effective for the Community for fiscal years beginning after December 15, 2022. The Community is currently evaluating the impact of this update on the consolidated financial statements.

3. Leases

The Community has operating and finance leases for certain equipment used in the operation of the Community. Equipment leases contain fixed monthly lease payments, and in some circumstances annual rent escalators. The future minimum lease payments recognized on the balance sheets include fixed payments and any variable payments utilizing an index or rate known on the lease commencement date. These lease arrangements are generally for terms of one to three years and may contain an option to renew for one to two additional years. Generally, the Community does not consider any additional renewal periods to be reasonably certain of being exercised, as comparable equipment could be identified within the same area for comparable lease rates.

The Community's total lease cost associated with its leases was as follows for the years ended December 31:

	2022	2021
Finance lease cost		
Amortization of right of use assets	\$ 45,103	\$ 45,103
Interest on lease liabilities	656	1,365
Operating lease cost	7,075	12,088
Total lease cost	<u>\$ 52,834</u>	<u>\$ 58,556</u>

The supplemental balance sheet information related to leases was as follows as of December 31:

	2022	2021
Operating		
Lease right of use assets	\$ —	\$ 7,075
Lease liabilities		
Other current liabilities	\$ —	\$ 7,076
Total operating lease liabilities	<u>\$ —</u>	<u>\$ 7,076</u>
Finance		
Property and equipment, net	\$ 45,103	\$ 90,206
Lease liabilities		
Other current liabilities	\$ 45,418	\$ 45,418
Other non-current liabilities	—	45,418
Total finance lease liabilities	<u>\$ 45,418</u>	<u>\$ 90,836</u>

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The weighted-average discount rate and weighted-average remaining lease term of the Community's leases was as follows as of December 31:

	2022	2021
Weighted average discount rate		
Operating	0.00%	2.81%
Finance	1.88%	1.88%
Weighted average remaining lease term (in years)		
Operating	—	0.49
Finance	1.00	2.08

As of December 31, 2022, the future payments due under leases were:

	Finance
2023	\$ 48,047
2024	—
2025	—
2026	—
2027	—
Years thereafter	—
Total future minimum lease payments	48,047
Less: Amount representing interest	(2,629)
Lease liabilities recognized	<u>\$ 45,418</u>

In addition, the Community has leased space to various vendors who provide services to the residents as an accommodation. These agreements have terms from 1 to 5 years and most are for a fixed monthly rate; however, some do include a variable component in the final monthly price.

The future payments to be received under current operating lease agreements where the Community is the lessor (including resident contracts for Independent Living units) as of December 31, 2022 were approximately \$48.8 million in each of the next five years.

4. Property and Equipment, Net

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

	2022	2021
Land and land improvements	\$ 23,119,425	\$ 22,832,924
Building and building improvements	409,043,542	393,588,614
Furniture and fixtures	987,331	2,763,949
Equipment and vehicles	11,236,691	10,317,511
	<u>444,386,989</u>	<u>429,502,998</u>
Less: Accumulated depreciation	(175,303,636)	(167,652,607)
	<u>269,083,353</u>	<u>261,850,391</u>
Open projects	17,637,433	15,607,135
Total property and equipment, net	<u>\$ 286,720,786</u>	<u>\$ 277,457,526</u>

Depreciation expense was \$15,738,910 and \$14,639,068 for the years ended December 31, 2022 and 2021, respectively. For the years ended December 31, 2022 and 2021, BBV disposed of fully depreciated assets totaling \$8,087,881 and \$2,327,700, respectively. There were gains of \$5,070 and

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\$4,348 related to these disposals for the years ended December 31, 2022 and 2021, respectively, which are included in other revenue on the Consolidated Statements of Operations.

5. Management and Marketing Agreement

On April 30, 2010, BBV and ESL entered into a Management and Marketing Agreement. ESL will provide management and marketing services to BBV during the term of this agreement in exchange for a management fee and allocation of certain costs to the Community as discussed below. The agreement has been amended various times since inception, including on June 30, 2020; the 2020 agreement expires on November 1, 2042. The management fee includes a Base Fee, which increases annually by the increase in the Consumer Price Index for the Baltimore-Towson Metropolitan Statistical Area and a monthly Incentive Fee, which may not exceed 25% of the applicable Base Fee, based on the applicable percentage of the total actual occupancy fees over the applicable Base Fee. Management fees for the years ended December 31, 2022 and 2021 were \$3,270,699 and \$2,972,225, respectively. On February 22, 2023, the agreement was amended and restated effective as of January 1, 2023 to clarify certain matters; however, the expiration date mentioned above did not change.

The direct and shared costs allocated to BBV by ESL for the years ended December 31, 2022 and 2021 were \$7,071,316 and \$6,738,115, respectively, and are included in professional and contracted services and salaries, wages and benefits on the Consolidated Statements of Operations. Direct and shared costs include salaries and benefits for management personnel and the use of services such as finance, legal, human resources, information systems, and operations.

6. Defined Contribution Plan

BBV maintains a defined contribution plan for BBV employees meeting certain eligibility requirements. Eligible employees may contribute up to 50% of their salary subject to the maximum allowed by the Internal Revenue Code on a pretax basis. BBV may make discretionary contributions to the plan equal to a percentage of the participant's elective deferrals. Total expense recognized by BBV was \$509,567 and \$698,071 for the years ended December 31, 2022 and 2021, respectively, and is included in salaries, wages and benefits on the Consolidated Statements of Operations.

7. Fair Value of Financial Instruments

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

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

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

Level 3: Unobservable inputs for the asset or liability.

The financial instrument's categorization within the hierarchy is based upon the lowest level of input that is significant to the fair value measurement. Each of the financial instruments below was valued utilizing the market approach.

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

	December 31, 2022			
	Unadjusted Quoted Market Prices (Level 1)	Significant Other Observable Inputs (Level 2)	Unobservable Inputs (Level 3)	Total Fair Value
Current assets				
Short term investments				
Money market funds	\$ 410,826	\$ —	\$ —	\$ 410,826
Fixed income securities	—	3,756,677	—	3,756,677
U.S. agency securities	—	908,006	—	908,006
Equity securities	1,935,486	—	—	1,935,486
Restricted cash and cash equivalents - current				
Money market funds	359,514	—	—	359,514
	<u>\$ 2,705,826</u>	<u>\$ 4,664,683</u>	<u>\$ —</u>	<u>\$ 7,370,509</u>
Non-current assets				
Resident capital cash				
Cash	\$ 4,642,442	\$ —	\$ —	\$ 4,642,442
Certificates of deposit and annuities				
Beneficial interest in gift annuities	—	—	73,066	73,066
Restricted funds (debt related)				
Money market funds	2,617,803	—	—	2,617,803
Funds with donor restrictions				
Cash	246,115	—	—	246,115
Fixed income securities	460,321	—	—	460,321
Equity securities	324,879	—	—	324,879
Funds held for residents (cash, cash equivalents, and investments)				
Cash	316,379	—	—	316,379
Interest rate swap receivable - non-current	—	5,822,975	—	5,822,975
	<u>\$ 8,607,939</u>	<u>\$ 5,822,975</u>	<u>\$ 73,066</u>	<u>\$ 14,503,980</u>

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	December 31, 2021			
	Unadjusted Quoted Market Prices (Level 1)	Significant Other Observable Inputs (Level 2)	Unobservable Inputs (Level 3)	Total Fair Value
Current assets				
Short term investments				
Money market funds	\$ 233,461	\$ —	\$ —	\$ 233,461
Fixed income securities	—	3,595,845	—	3,595,845
U.S. agency securities	—	354,369	—	354,369
Equity securities	2,847,243	—	—	2,847,243
Restricted cash and cash equivalents - current				
Money market funds	374,479	—	—	374,479
	<u>\$ 3,455,183</u>	<u>\$ 3,950,214</u>	<u>\$ —</u>	<u>\$ 7,405,397</u>
Non-current assets				
Resident capital cash				
Cash	\$ 5,942,391	\$ —	\$ —	\$ 5,942,391
Certificates of deposit and annuities				
Certificates of deposit	—	40,061	—	40,061
Beneficial interest in gift annuities	—	—	77,635	77,635
Restricted funds (debt related)				
Money market funds	2,581,564	—	—	2,581,564
Funds with donor restrictions				
Cash	32,714	—	—	32,714
Fixed income securities	788,557	—	—	788,557
Equity securities	608,754	—	—	608,754
Funds held for residents (cash, cash equivalents, and investments)				
Cash	283,975	—	—	283,975
Interest rate swap receivable - non-current	—	1,299,418	—	1,299,418
	<u>\$ 10,237,955</u>	<u>\$ 1,339,479</u>	<u>\$ 77,635</u>	<u>\$ 11,655,069</u>

Cash and Money Market Funds

These investments are carried at amortized cost which approximates fair value. These investments are considered Level 1 investments because they use unadjusted quoted market prices in active markets for identical assets or liabilities.

Certificates of Deposit

Certificates of deposit have original maturities of more than three months and are considered short-term investments. These investments are carried at amortized cost which approximates fair value. Computed prices and frequent evaluation versus market value render the certificates of deposit a Level 2 investment.

Fixed Income Securities and Equity Securities (Level 1)

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

Fixed Income Securities (Level 2)

These investments are not actively traded on a primary exchange which renders them a Level 2 investment. These investments fluctuate in value based upon changes in the interest rates.

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Significant changes in the credit quality of the underlying entity are analyzed and any other-than-temporary impairments are recorded upon determination.

U.S. Agency Securities

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

Interest Rate Swaps

BBV measures the interest rate swaps at fair value on a recurring basis. The interest rate swap agreements are valued using a pricing service at net present value. These evaluated prices render these instruments Level 2 investments. The fair value of the swap agreements will change as long-term interest rates fluctuate over time. See footnote 8.

Beneficial Interest in Gift Annuities

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

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

8. Bonds Payable and Interest Rate Swaps

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

	2022	2021
Virginia Small Business Financing Authority, The Obligated Group of National Senior Communities, Inc., Series 2020A, tax-exempt, fixed rate, final maturity January 1, 2051	\$ 63,768,167	\$ 64,950,833
Virginia Small Business Financing Authority, The Obligated Group of National Senior Communities, Inc., Series 2020B drawdown bonds, STI Institutional & Government, Inc., tax-exempt, variable rate, due October 15, 2035	22,168,788	7,394,773
The Obligated Group of National Senior Communities, Inc., 2020 Term Loan, taxable, variable rate, due October 1, 2028	4,823,132	5,608,783
Subtotal	\$ 90,760,087	\$ 77,954,389
Less: Current portion	(2,055,125)	(1,968,317)
Less: Deferred financing costs, net	(762,709)	(826,670)
Add: Bond premium	5,160,056	5,805,787
Bonds payable, net of current portion	\$ 93,102,309	\$ 80,965,189

Obligated Group of National Senior Communities, Inc.

The Obligated Group of National Senior Communities, Inc. (the "Obligated Group"), consists of Ann's Choice, Inc., Brooksby Village, Inc., Cedar Crest Village, Inc., Greenspring Village, Inc., Seabrook Village, Inc., and as of March 1, 2022, Linden Ponds, Inc. (each a "Member" and collectively, the "Obligated Group Members"). The Obligated Group Members are jointly and severally liable for all Obligated Group indebtedness through a claim on and a security interest in all of the receipts and in certain Pledged Assets as established by the Master Trust Indenture ("MTI"). Pursuant to the MTI, the

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Obligated Group is required to achieve a minimum Historical Debt Service Coverage Ratio of 1.2 and 120 Days Cash On Hand for each fiscal year.

On March 1, 2022, Linden Ponds, Inc. became a member of the Obligated Group. Concurrent with joining the Obligated Group, at the request of Linden Ponds, Inc., the Public Finance Authority issued its Revenue Bonds (The Obligated Group of National Senior Communities, Inc.), Series 2022 (the "Series 2022 Bonds") in the aggregate par amount of \$41,710,000, plus an original issue premium of \$3,565,421. Proceeds from the Series 2022 Bonds were used to (a) refund the previously issued Massachusetts Development Finance Agency Revenue Bonds (Linden Ponds, Inc. Facility), Series 2011B in the outstanding principal amount of \$17,355,981, (b) fund the construction of a new continuing care facility, a pedestrian skyway bridge and other capital improvements to existing facilities, (c) fund capitalized interest on a portion of the Series 2022 Bonds, and (d) pay costs of issuance related to the transaction.

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

The Obligated Group's total balance of bonds payable was \$652,082,970 and \$580,081,782 as of December 31, 2022 and 2021, respectively.

Series 2020A Bonds

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

Series 2020B Bonds

The aggregate principal amount of the Series 2020B Bonds is \$118,800,000. The bonds were issued to fund certain repositioning projects at the Obligated Group Member communities as well as to pay certain costs of issuance and swap termination fees. The issued bonds were purchased by STI Institutional & Government, Inc. ("STING"). STING has agreed to advance the proceeds to the Obligated Group over the course of the implementation of the projects. At the time of closing, STING made an initial advance to the Obligated Group of \$3,800,000. The 2020B Bonds will have advance proceeds provided to the Obligated Group through October 1, 2023, with first principal payment due November 1, 2023 in accordance with the repayment schedule. The advance proceeds provided to the Obligated Group in 2020 were \$8,106,243. The Series 2020B Bonds have a mandatory tender date of October 15, 2035. The initial interest rate for the 2020B Bonds is set at 79% of the sum of one-month LIBOR plus a spread of 110 basis points and subject to a 25 basis point LIBOR floor. Interest is payable only on advanced proceeds. The interest rate related to the Series 2020B Bonds was 4.12% and 1.07% as of December 31, 2022 and 2021, respectively. There is an interest rate

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swap in place for the portion of the interest rate on the Series 2020B Bonds that resets monthly based on 79% of one-month LIBOR (refer to the Derivative Financial Instruments discussion below). BBV's portion of the advance proceeds from the Series 2020B Bonds available to be drawn through October 1, 2023 was \$34,688,287 in total as of December 31, 2022 and 2021. BBV's portion of the advance proceeds outstanding was \$22,168,788 and \$7,394,773 as of December 31, 2022 and 2021, respectively.

2020 Taxable Term Loan

The principal amount of the 2020 Taxable Term Loan was \$16,950,000 and the loan was issued in order to refund all of the previously issued taxable debt and outstanding purchase money note held by certain Obligated Group Members and to pay certain costs of issuance and swap termination fees. The interest rate on the 2020 Taxable Term Loan is set at an initial rate of one-month LIBOR plus a spread of 100 basis point and subject to a 25 basis point LIBOR floor. Interest is payable only on advanced proceeds. The interest rate related to the 2020 Taxable Term Loan was 5.14% and 1.25% as of December 31, 2022 and 2021, respectively. There is an interest rate swap in place for the portion of the interest rate on the 2020 Taxable Term Loan that resets monthly based on one-month LIBOR (refer to the Derivative Financial Instruments discussion below). BBV's portion of the proceeds from the 2020 Taxable Term Loan was \$6,495,994.

The Obligated Group incurred deferred financing costs of \$4,751,208 in connection with the 2020 OG Financing, and are included in bonds payable, net of current portion on the Consolidated Balance Sheets. BBV's portion of the deferred financing costs was \$914,022. The remaining unamortized deferred financing costs of \$962,556 related to the Series 2013 Bond and Series 2017 Bonds are included in loss on extinguishment of debt on the Consolidated Statements of Operations. Amortization of cost of issuance was \$63,961 and \$72,814 for the years ended December 31, 2022 and 2021, respectively.

Future principal payments required by BBV under the bond agreements, are as follows as of December 31, 2022:

2023	\$ 2,055,125
2024	2,143,620
2025	2,281,766
2026	2,372,599
2027	2,457,384
Years thereafter	79,449,593
Total future principal payments	90,760,087
Less: Current portion	(2,055,125)
Less: Deferred financing costs, net	(762,709)
Add: Bond premium	5,160,056
Bonds payable, net of current portion	\$ 93,102,309

Derivative Financial Instruments

In conjunction with the issuance of the Series 2020B Bonds, BBV together with other Obligated Group Members entered into a forward interest rate swap agreement with Truist Bank (the "Swap Counterparty") dated October 7, 2020, with an effective date of October 1, 2023. The swap agreement has a notional amount of \$118,800,000 which will amortize in accordance with the scheduled principal amortization of the Series 2020B Bonds. Pursuant to the swap agreement, BBV jointly with other Obligated Group Members has agreed to pay the Swap Counterparty scheduled payments using a fixed rate equal to 0.92%, and receive payments based on 79% of one month USD-LIBOR-BBA commencing on October 15, 2023 through and including the termination date of October 1, 2035.

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In conjunction with the issuance of the Series 2020 Term Loan, BBV together with other Obligated Group Members entered into a new interest rate swap agreement with the Swap Counterparty dated October 7, 2020, with an effective date of October 15, 2020. The swap agreement has a notional amount of \$16,950,000 which will amortize in accordance with the scheduled principal amortization of the Series 2020 Term Loan. Pursuant to the swap agreement, BBV jointly with other Obligated Group Members has agreed to pay the Swap Counterparty scheduled payments determined using a fixed rate equal to 0.44% and receive payments based on one month USD-LIBOR-BBA commencing on October 15, 2020 through and including the termination date of October 1, 2028. The floating rate was 4.12% and 0.10% as of December 31, 2022 and 2021, respectively.

The change in market value of the swaps is recorded in excess of (expenses over revenue)/revenue over expenses in the Consolidated Statements of Operations.

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

Classification of derivatives in Consolidated Balance Sheets	Fair Market Value	
	2022	2021
Derivatives not designated as hedging instruments		
Interest rate swap receivable - non-current	\$ 5,822,975	\$ 1,299,418
Classification of derivatives gain/(loss) in Consolidated Statements of Operations	Amount of Gain/(Loss) Recognized in Excess of (Expenses Over Revenue)/ Revenue Over Expenses	
	2022	2021
Derivatives not designated as hedging instrument		
Unrealized gain on interest rate swaps	\$ 4,523,557	\$ 1,138,728
Realized gain/(loss) on interest rate swaps	48,427	(20,206)
Realized and unrealized gain on swap agreements	<u>\$ 4,571,984</u>	<u>\$ 1,118,522</u>

9. Net Assets With Donor Restrictions

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

	2022	2021
Resident care	\$ 100,563	\$ 87,636
Scholarship	975,981	1,399,775
Staff appreciation	27,837	20,249
Total funds with donor restrictions	<u>\$ 1,104,381</u>	<u>\$ 1,507,660</u>

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

	2022	2021
Resident care	\$ 659,851	\$ 719,999
Scholarship	418,225	420,484
Total net assets released from restriction	<u>\$ 1,078,076</u>	<u>\$ 1,140,483</u>

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Staff appreciation funds totaling \$222,352 and \$213,234 were expended during the years ended December 31, 2022 and 2021, respectively. These amounts are included in both other revenue and salaries, wages and benefits on the Consolidated Statements of Operations.

10. Liquidity and Availability

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

	2022	2021
Cash	\$ 19,603,103	\$ 12,991,186
Short-term investments	7,010,995	7,030,918
Accounts receivable	2,350,195	1,582,020
Promissory notes receivable	6,758,000	3,694,500
Beneficial interest in National CCRC Business Trust I	125,066,978	136,298,507
	<u>\$ 160,789,271</u>	<u>\$ 161,597,131</u>

The Community has assets invested in the Business Trust which are available for general expenditure within one year in the normal course of operations. Accordingly, these assets have been included in the quantitative information above.

As part of the Community's liquidity management plan, cash in excess of daily requirements is invested in short-term investments and the Business Trust. These funds invested with the Business Trust may be drawn upon, if necessary, to meet unexpected liquidity needs.

11. Functional Expenses

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

	2022				
	Program Services			Support Services	
	Independent Living	Continuing Care	Ancillary Health	General and Administration	Total
Expenses					
Salaries, wages and benefits	\$ 14,140,261	\$ 14,553,448	\$ 1,971,649	\$ 6,113,998	\$ 36,779,356
Professional and contracted services	3,545,795	1,288,782	145,913	6,337,717	11,318,207
Supplies	4,979,739	1,966,033	97,953	369,216	7,412,941
General and administrative	4,867,832	876,979	547	840,533	6,585,891
Management fees	2,346,273	924,426	—	—	3,270,699
Interest	2,710,171	—	—	—	2,710,171
Real estate taxes	1,538,773	263,042	—	—	1,801,815
Depreciation	15,425,952	310,726	2,232	—	15,738,910
Expenses incurred related to net assets with donor restrictions	1,078,076	—	—	—	1,078,076
Total expenses	<u>\$ 50,632,872</u>	<u>\$ 20,183,436</u>	<u>\$ 2,218,294</u>	<u>\$ 13,661,464</u>	<u>\$ 86,696,066</u>

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	2021				Total
	Program Services			Support Services	
	Independent Living	Continuing Care	Ancillary Health	General and Administration	
Expenses					
Salaries, wages and benefits	\$ 13,738,063	\$ 13,423,752	\$ 2,450,066	\$ 5,665,185	\$ 35,277,066
Professional and contracted services	4,023,239	1,248,429	146,142	5,543,475	10,961,285
Supplies	4,537,748	2,241,222	156,558	429,710	7,365,238
General and administrative	4,378,964	788,222	1,569	1,092,532	6,261,287
Management fees	2,116,056	856,169	—	—	2,972,225
Interest	2,298,464	—	—	—	2,298,464
Real estate taxes	1,609,737	306,617	—	—	1,916,354
Depreciation	14,333,075	305,635	358	—	14,639,068
Expenses incurred related to net assets with donor restrictions	1,140,483	—	—	—	1,140,483
Total expenses	<u>\$ 48,175,829</u>	<u>\$ 19,170,046</u>	<u>\$ 2,754,693</u>	<u>\$ 12,730,902</u>	<u>\$ 82,831,470</u>

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

12. Commitments and Contingencies

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

BBV is committed under various construction related contracts for buildings on campus. Commitments for the portions of any contracts not completed as of December 31, 2022 and 2021 were \$1,252,445 and \$5,133,282, respectively.

13. Subsequent Event

Subsequent events have been evaluated by management through April 28, 2023, which is the date the consolidated financial statements were issued. On February 22, 2023, the Management and Marketing Agreement was amended effective January 1, 2023. The relevant terms that changed have been provided in these footnotes, where applicable.

Supplemental Information

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Consolidated Supplemental Schedule
for the years ended December 31, 2022 and 2021

(Unaudited)	2022	2021
Cash and investments		
Cash	\$ 19,603,103	\$ 12,991,186
Short-term investments	7,010,995	7,030,918
Beneficial interest in National CCRC Business Trust I	125,066,978	136,298,507
Beneficial interest in National CCRC Statutory Tier IV Trust	4,959,246	3,472,453
Total cash and investments	<u>\$ 156,640,322</u>	<u>\$ 159,793,064</u>
Change in cash and investments		
Cash	\$ 6,611,917	\$ 352,168
Short term investments	(19,923)	(2,919)
Beneficial interest in National CCRC Business Trust I	(11,231,529)	16,580,785
Beneficial interest in National CCRC Statutory Tier IV Trust	1,486,793	1,727,751
Change in cash and investments	<u>\$ (3,152,742)</u>	<u>\$ 18,657,785</u>
Cash provided by business operations:		
Total operating revenue and other support	\$ 81,975,432	\$ 77,474,795
Less: Interest income		
Less: Amortization of non-refundable resident entrance fees	(1,842,187)	(1,237,043)
Add: Net cash flows related to entrance fees	24,153,200	10,601,016
Cash provided by business operations	<u>104,286,445</u>	<u>86,838,768</u>
Total operating expenses	(86,696,066)	(82,831,470)
Less: Depreciation	15,738,910	14,639,068
Less: (Gain)/loss on disposal of fixed assets	(5,070)	—
Less: Interest expense	2,710,171	2,298,464
Cash used for operating expenses	<u>(68,252,055)</u>	<u>(65,893,938)</u>
Purchases of property and equipment (on-going)	(10,963,818)	(8,909,830)
Cash used in business operations	<u>(79,215,873)</u>	<u>(74,803,768)</u>
Net cash provided by business operations	<u>25,070,572</u>	<u>12,035,000</u>
Other sources and uses of cash:		
Net investment income	(22,500,951)	11,578,086
Capital contribution to related organization	—	(229,454)
Net proceeds from bond issuances and drawdowns	14,774,015	4,421,931
Purchases of property and equipment (repositioning)	(14,274,217)	(6,662,903)
(Decrease)/increase in working capital	(607,051)	1,300,885
Debt service	(5,211,831)	(3,723,474)
Net assets released from restriction	(403,279)	(62,286)
Net cash (used in)/provided by non-operating activities	<u>(28,223,314)</u>	<u>6,622,785</u>
Total change in cash and investments	<u>\$ (3,152,742)</u>	<u>\$ 18,657,785</u>

Brooksby Village, Inc. and Subsidiary
Note to Consolidated Supplemental Schedule
for the years ended December 31, 2022 and 2021

1. Basis of Presentation and Accounting

The Consolidated Supplemental Schedule presented on page 31 is derived from, and relates directly to, the underlying accounting and other records used to prepare the consolidated financial statements. The supplementary information is presented for the purpose of providing additional analysis of the consolidated financial statements, rather than to present the financial positions and changes in net assets (deficit) of BBV, and are not a required part of the consolidated financial statements. The information is intended to expand on the sources and uses of cash generated by the operations of the Community which are monitored by management to determine the overall health and performance of the Community as a whole.