

**Five Star Premier Residences of Yonkers
Assisted Living Residence – Enriched Housing Program
Residency Agreement**

For Apartment Unit:
Agreement Effective Date:

**RESIDENCY AGREEMENT
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RESIDENCY AGREEMENT

This Agreement (the “Agreement”) is made between D & R Yonkers, LLC the (“Operator”), by FVE Managers, Inc., as manager and agent (collectively referred to in this Agreement as “we”, “us” or “our”), [REDACTED] (the “Resident”), [REDACTED] the “Resident’s Representative”, if any) who is the Resident’s [REDACTED] and (the “Resident’s Legal Representative”, if any) [REDACTED], who is the Resident’s [REDACTED] (collectively referred to in this Agreement as “You”, “you” or “your”).

RECITALS

The Operator is licensed by the New York State Department of Health to operate at 537 Riverdale Avenue (Floors 3-5), Yonkers (Westchester County), New York 10705, as an Assisted Living Residence (“ALR”) known as Five Star Premier Residences of Yonkers (the “Residence” or the “Community”) and as an Enriched Housing Program (“EHP”). The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence (“EALR”).

You have requested to become a Resident at The Community and the Operator has accepted your request.

The parties to this Agreement understand that the Community will provide or arrange for housing, meals, housekeeping, personal care and supervision services to the Resident in accordance with New York State Social Services Law and the regulations of the New York State Department of Health.

AGREEMENTS

I. Housing Accommodations and Services.

Beginning on, [REDACTED], (the “Effective Date”) the Operator shall provide the following housing accommodations and services to You, subject to the other terms, limitations and conditions contained in this Agreement. This Agreement will remain in effect until amended or terminated by the parties in accordance with the provisions of this Agreement and for reasons permitted by applicable New York State regulations. Your apartment is to be used only for residential purposes and not for use for business purposes or the practice of any profession without prior written consent of Operator.

A. Housing Accommodations and Services.

1. Your Apartment.

You agree to occupy apartment # [REDACTED] (the “Apartment”) subject to the terms of this Agreement. See **Exhibit 1** for details related to the identification of your apartment.

2. Common areas.

You will have access to a community room, dining room, and beauty/barber shop, subject to the Community’s published schedules. Residents will also have access to a computer room, fitness center, arts and crafts room and a library during scheduled times.

3. Furnishings/Appliances Provided By The Operator.

Attached as **Exhibit 2** and made a part of this Agreement is an inventory of furnishings, appliances and other items supplied by the Operator in Your apartment.

4. Furnishings/Appliances Provided by You.

Attached as **Exhibit 3** and made a part of this Agreement is an inventory of furnishings, appliances and other items supplied by you in your apartment, subject to space availability and the Community’s policies and approval. **Exhibit 3** also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g., due to amperage concerns, etc.)

5. Alterations.

Any physical change to the Apartment requires the prior written consent of the Executive Director of the Community (which may be withheld for any reason or no reason), shall be made at your own expense. If you obtain such approval, you will be responsible for restoring the original décor when the Apartment is vacated, unless we specifically exempt you from this requirement in writing. Alterations include, without limitation, placing holes in the walls, ceilings, woodwork or floors, painting, wallpapering, carpeting, window treatment, antenna or cable installations, additional or replacement locks, or removal or replacement of kitchen appliances.

B. Basic Services.

The following services (“Basic Services”) will be provided to you, in accordance with your Individualized Services Plan.

1. Meals and Snacks.

Three (3) nutritionally well balanced meals per day and two (2) snacks per day are included in Your Basic Rate (“Basic Food Service”). The following modified diets will be available to You in your Basic Food Service if ordered by Your physician and included in Your Individualized Service Plan: No Concentrated Sweets, No Added Salt, and Low-fat.

Special food services. Subject to Section I.C., below, you will be charged a fee for any special food services and products that you request and that Operator agrees to provide.

In-Home Meal Delivery Service. Subject to I.C., below, the Operator will provide in-home meal delivery service from outside restaurants and “take out” food vendors to your apartment as you request such services for an extra charge as set forth in **Exhibit 7C** and subject to the policies in the Resident Handbook. If such in-home meal delivery service is requested, Resident should notify staff that they do not want a specific meal provided under the Basic Food Service provided to you under this Agreement.

Guests. Subject to Section I.C., below, you may invite guests to any meal, but the Operator request twenty-four (24) hours advance notice so that proper accommodation(s) may be made. There will be an extra fee for guest meals as described in **Exhibit 7C**.

2. Activities.

The Operator will provide a program of planned activities, opportunities for community participation and services designed to meet Your physical, social and spiritual needs, both at and away from the Community. The Operator will post a monthly schedule of activities in a readily visible common area of the Community. There may be an extra charge for some of the activities that take place away from the Community. Tickets for outside events will be on a fee-for-use basis.

3. Housekeeping.

Your apartment will receive regular housekeeping service, including bed making, trash removal, vacuuming, dusting and light cleaning.

4. Linen Service.

A complete change of bed linens, towels and washcloths will be provided by the Operator at least once a week, and more often if needed.

5. Laundry of Your personal Washable clothing.

The Operator will launder the machine-washable personal clothing of the Resident at no extra cost. The Community will provide facilities and supplies for residents who choose to do their own laundry.

6. Supervision on a 24-hour basis.

The Operator will provide appropriate staff onsite to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) as well as the other components of supervision as specified in law.

Your apartment will be equipped with an emergency call system and smoke detector. The call system is monitored 24 hours per day to alert staff to emergencies and illnesses. When the staff at the Community determines that, in its judgment, an emergency situation exists, staff will call 911.

Outside doors are locked at the times specified in the Resident Handbook or at the times the Operator otherwise indicates to residents, however, you and your guests may access and leave the Community at all times via the building's concierge. All residents and guests are requested to sign the resident log book at the concierge when leaving and returning to the Community.

7. Case Management.

The Operator will provide appropriate staff to provide case management services in accordance with law. Such case management services will include identification and assessment of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests.

8. Personal Care.

Some assistance with bathing, grooming, dressing, toileting (*if applicable*), ambulation (*if applicable*), transferring (*if applicable*), feeding, medication assistance, storage and disposal, assistance with self-administration of medication

9. Development of Individualized Service Plan.

An individualized service plan will be developed for the Resident in accordance with applicable law (the "Individualized Service Plan" or "ISP"). The Individualized Service Plan shall include the services to be provided to the Resident, and how and by whom such services will be provided and accessed. The Individualized Service Plan shall be reviewed and revised to reflect the changing care needs of the Resident, but no less frequently than every six (6) months.

10. Apartment and Building Maintenance Services.

Maintenance of apartment heating/cooling systems and the Community supplied appliances will be provided, as well as maintenance of the building exterior and interior common areas and lawn care.

11. Utilities.

Utility services (gas, electric, trash, water and sewer) and real estate taxes will be paid by the Community. Basic cable television services are included in Your Basic Rate. However, you are responsible for premium cable services to your apartment. Individual telephone and internet service is not included in the Basic Rate.

12. Transfer to Hospital.

The Community will arrange your transfer to a hospital when ordered by a physician or in an emergency situation. You are responsible for all emergency transportation and hospital charges.

C. Additional Services.

Attached as **Exhibit 7C** and subject to the policies in the Resident Handbook but made a part of this Agreement, is a listing of additional services or amenities available for an additional or

supplemental fee from the Operator directly or through arrangements with the Operator. The Operator reserves the right to adjust from time to time the types of additional services and amenities and the charges for those services and amenities during your stay at the Community. The Operator will notify you of any change in the supplemental care services or the charges for those supplemental services at least forty five (45) days prior to the effective date of those changes.

D. Personal Services.

The Operator assumes that residents wish to provide their own supplies for personal care and hygiene. However, if you are unable to provide such supplies or choose not provide them, the Operator will provide you with personal items for a charge as provided in **Exhibit 4**.

E. Excluded Services.

Operator shall not be responsible for furnishing or paying for any health care items or services not expressly included in this Agreement. The health care items or services not covered by the Operator include, but are not limited to, physicians' services, skilled nursing services, surgery, hospital care, private duty care or other care or equipment beyond Operator's routine levels of staffing and equipment, treatment or examination of eyes or teeth, medications, vitamins, eyeglasses, contact lenses, dentures, hearing aides, orthopedic appliances, prosthetic devices, laboratory test, x-ray services, toiletries, and personal supplies not required to be provided under Section I.D. above.

F. Licensure/Certification Status.

A listing of all providers offering home care or personal care services under an arrangement with the Operator, and a description of the licensure or certification status of each provider is set forth in **Exhibit 5** of this Agreement. Such exhibit will be updated as frequently as necessary.

II. Disclosure Statement.

The Operator is disclosing information as required under Public Health Law Section 4658 (3). Such disclosures are contained in **Exhibit 6**, which is attached to and made part of this Agreement.

III. Fees.

A. Basic Rate.

The Community accepts the Basic Rate in full satisfaction for the Basic Services described in Section I. B and the type of apartment, which is established in **Exhibit 7B**. The Basic Rate, which includes all of the services listed in Section I.B., as of the date of this Agreement is \$ [REDACTED] per month.

Subject to Section III.E., below, the Basic Rate may be increased due to increased cost of maintenance and operation if written notice is given to You at least forty five (45) days prior to the effective date of such adjustment. If you begin occupying your Apartment on a day after the first day of the calendar month, your Basic Rate for the first month will be prorated accordingly. If your Apartment is occupied by two Residents and it reverts to single occupancy during the term of this Agreement, the remaining Resident's fees shall remain the same, meaning that the Resident shall continue to pay the Basic Rate for a dual occupancy Apartment, and the then-current amount for the appropriate level of service of the Resident, until another resident is admitted to the Apartment. Your right to occupy and use the Apartment and receive services at the Community is contingent upon timely payment of the Basic Rate and all other applicable charges and fees under this Agreement.

B. Tiered Fee Arrangements.

In addition to such Basic Rate, there is a Level of Service rate that is determined on a “tiered” scale based on your needs. Your Level of Service Rate plus the Basic Rate, will equal to your Monthly Rate. The Level of Service and Medication Assistance/Administration level the Resident is assigned is based on your needs, and the corresponding rates for each Level of Service are set forth in **Exhibit 7B**. Should your Level of Service change, the Monthly Rate will also change upon either an upward or downward change in Level of Service with forty-five (45) days notice. This change can occur with less than forty-five (45) days notice should you agree in writing to this change prior to meeting the forty- five (45) day threshold. Should your primary physician determine your need for a higher Level of Service your Monthly Rate may be changed with less than forty-five (45) days notice. The notification provision within this Section III.B shall adhere to the provisions set forth in Section III.E.

C. Supplemental, Additional or Community Fees.

A Supplemental or Additional Fee is a fee for service, care or amenities that is in addition to those fees included in the Basic Rate. A Supplemental Fee must be at Resident option. However, in some cases, the law permits the Operator to charge an Additional Fee without the express written approval of the Resident (See section III.E). Any charges by the Operator shall be made only for services and supplies that are actually supplied to the Resident. **Exhibit 7C** contains the Operator’s rate and fee schedules for Additional and Supplemental Fees.

At the time You sign this Agreement, You shall pay to the Community a non-refundable Community Fee of **\$ [REDACTED]**. **THE COMMUNITY FEE IS NON-REFUNDABLE**, with the exception of a partial refund of the Community Fee, which the Operator will permit if and only if the following conditions are met: (i) You terminate this Agreement by giving a written notice within sixty (60) days after the Effective Date, and (ii) fully vacates the Apartment (including the removal of all personal possessions) within ninety (90) days after the Effective Date. If the aforementioned conditions are met, then Operator will refund the Community Fee to Resident; however, Operator will deduct (and retain) a portion of such Community Fee, refunding fifty (50) percent of the Community Fee if You provide notice of termination within thirty (30) days of the Effective Date, or twenty (20) percent of the Community Fee if You provide notice of termination between thirty-one (31) and sixty (60) days from the Effective Date.

The Community Fee, including the retention of the portion of the Community Fee in cases of partial refunds, enables the Operator to defray the initial direct and indirect nonrecurring expenses it incurs in relation to admitting a new Resident, such as processing Resident’s application, performing pre-admission evaluation, apartment preparations, and assisting the Resident with moving into the apartment.

BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE BEEN FULLY INFORMED OF THE TERMS OF THE NONREFUNDABLE COMMUNITY FEE AND THAT YOU MAY CHOOSE WHETHER TO ACCEPT THE COMMUNITY FEE AS A CONDITION OF RESIDENCY AT THE COMMUNITY OR REJECT THE COMMUNITY FEE AND THEREBY REJECT RESIDENCY AT THE COMMUNITY.

D. Rate or Fee Schedule.

Attached as **Exhibit 7A (with cross-references to Exhibits 7B and 7C)** and made a part of this Agreement is a rate or fee schedule, covering the Basic Rate, the Level of Service rate, and any Additional, Supplemental or Community fees, for services, supplies and amenities provided to You, with a detailed explanation of which services, supplies and amenities are covered by such rates, fees or charges.

E. Billing and Payment Terms.

1. Billing and Payment Terms.

The Basic Rate shall be paid in advance by the fifth (5th) day of the month for which services are to be rendered. Fees for additional services and supplies will be itemized on a monthly basis; You shall pay for all additional services and supplies by the fifth (5th) day of the month following the month in which You receive the itemized monthly statement containing said charges. The Basic Rate and the other sums due from You shall be payable to the Community, at the Community, unless the Community otherwise notifies You. If You fail to timely pay the Basic Rate and other sums due under this Agreement, this Agreement may be terminated in accordance with Section XIII.B.

2. Late Fee.

If any part of the Basic Rate, fees for service or supplies or other amounts due is not paid on or before ten (10) days after it becomes due, You shall pay a late fee to the Community equal to eighteen percent (18% per annum) of the amount that is delinquent. This late fee is intended to defray the administration costs and expenses the Community may incur for collection.

3. Security Deposit.

On or before the Occupancy Date of this Agreement, You shall deposit with the Community the sum equal to one and one-half times the Basic Rate ($1 \frac{1}{2} \times$ Basic Rate), receipt of which is hereby acknowledged by the Community, as a Security Deposit for any damage caused to the Premises or fees or charges not paid by You during the term of this Agreement. For this Agreement, the Security Deposit amounts to **\$0.00**.

In accordance with New York law, the Community will deposit Resident's Security Deposit in Wells Fargo Bank, N.A. in New York State. Within three (3) business days after Resident vacates the Apartment and removes his or her personal belongings from it (see Section XIII.C.), the Community will return Resident's Security Deposit to Resident, plus any accrued interest, but less any allowed deductions. Any deductions from your Security Deposit shall be based on any clean-up and repair of excessive un-cleanliness and damages beyond normal wear and tear, in

addition to any Monthly Rate payments that remain overdue. Notwithstanding the foregoing, You have the right to contest the amount of any deductions and their basis. Interest and any deductions will be itemized. Resident's Security Deposit, or the balance thereof after deductions will be returned to Resident by personal delivery or registered or certified mail.

F. Adjustments to Basic Rate or Additional or Supplemental Fees.

1. You have the right to written notice of any proposed increase of the Basic Rate or any additional or supplemental fees not less than forty-five (45) days prior to the effective date of the rate or fee increase, subject to the exceptions stated in paragraphs 3 through 6 below.
2. Since a Community Fee is a one-time fee, there can be no subsequent increase in a Community Fee charged to You by the Operator, once You have been admitted as a resident.
3. If You, or Your Resident Representative or Legal Representative agree in writing to a specific Rate or Fee increase, through an amendment of this Agreement, due to Your need for additional care, services or supplies, the Operator may increase such Rate or Fee upon less than forty-five (45) days written notice.
4. If the Operator provides additional care, services or supplies upon the express written order of Your primary physician, the Operator may, through an amendment to this Agreement, increase the Basic Rate or an Additional or Supplementary fee upon less than forty-five (45) days written Notice.
5. The staff of the Community will perform a periodic re-evaluation of your needs, If the Operator or your physician determines (which determination shall be made in Operator's sole and absolute discretion) that the level of service that the Operator is providing Resident is not appropriate for his or her needs and that the Resident needs a different level of service than that which the Resident is currently receiving, the Operator will consult with the Resident and implement a change to a level of service appropriate to the Resident's needs. Operator will also inform Resident's Representative and Resident's Legal Representative, if applicable, of the change and the Basic Rate will be adjusted accordingly following forty-five (45) days of such notice. Should the Resident or the Resident's Representative not agree to this change and as such the Community cannot meet the Resident's needs, the Resident shall be issued a notice of termination.
6. In the event of any emergency which affects You, the Operator may assess additional charges for Your benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency.

G. Bed Reservation.

The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of Your absence. The charge for this reservation is the monthly rate specified in section III A. (The total of the daily rate for a one-month period may not exceed the established monthly rate). The (basic) length of time the space will be reserved is until lease is terminated. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XIII of this Agreement. You may choose to terminate this Agreement rather than reserve such space, but must provide the Operator with any required notice.

H. Payor/Guarantor [Note: This section III.H is optional.]

Your care and services at the Community shall be paid for by you or by _____ (“Payor”). At your sole discretion and election, your care and services will be guaranteed by _____ (“Guarantor”). You agree immediately to give Operator written notice of any change in Payor’s or Guarantor’s (if any) financial condition, address, or telephone number. By signing below, Payor agrees to promptly pay all fees and charges incurred by you or on your behalf under this Agreement; Guarantor (if any) agrees to promptly pay any such fees or charges that are not paid by you or Payor in a timely manner. At your sole discretion, Guarantor (if any) agrees to sign a separate Guaranty Agreement with Operator.

IV. Refund/Return of Resident Monies and Property.

Upon termination of this agreement or at the time of Your discharge, but in no case more than three (3) business days after You leave the Community, the Operator must provide Resident, Your Resident Representative or Legal Representative or any person designated by You with a final written statement of Your payment and personal allowance accounts at the Community. The Operator must also return at the time of Your discharge, but in no case more than three (3) business days, any of Your money or property which comes into the possession of the Operator after Your discharge. The Operator must refund on the basis or a per diem proration any advance payment(s) which You have made, provided however, that You and your estate shall remain liable for the Basic Rate through the end of the appropriate period as set forth in this Agreement as provided Section XIII and until your apartment is vacated and all of your property removed from it.

If You die, the Operator must turn over Your property to the legally authorized representative of Your estate.

If You die without a will and the whereabouts of Your next-of-kin is unknown, the Operator shall contact the Surrogate’s Court of the County wherein the Community is located in order to determine what should be done with property of Your estate.

If you or your estate fails to remove your property from the Apartment, Operator may, upon fourteen (14) days advance written notice to You or your estate, remove your property from your Apartment and charge you or your estate for its actual costs of moving and storage (up to twenty percent (20%) of your Monthly Fee). If your property is not claimed within thirty (30) days following the date of Operator’s notice to You or your estate, the Community may dispose of your property.

V. Transfer of Funds or Property to Operator.

If You wish to voluntarily transfer money, property or things of value to the Operator upon admission or at any time, the Operator must enumerate the items given or promised to be given and attach to this agreement a listing of the items given to be transferred. Such listing is attached as **Exhibit 8** and is made a part of this Agreement. Such listing shall include any agreements made by third parties for Your benefit.

VI. Property or items of value held in the Operator’s custody for You.

If, upon admission or any other time, you wish to place property or things of value in the Operator’s custody and the Operator agrees to accept the responsibility of such custody, the Operator must enumerate the items so placed and attach to this Agreement a listing of such items. Such listing is attached as **Exhibit 9** of this Agreement.

VII. Fiduciary Responsibility.

If the Operator assumes management responsibility over Your funds, the Operator shall maintain such funds in a fiduciary capacity to You. Any interest on money received and held for You by the Operator shall be Your property.

VIII. Tipping.

The Operator must not accept, nor allow Community staff or agents to accept, any tip or gratuity in any form for any services provided or arranged for as specified by statute, regulation or agreement.

IX. Admission and Retention Criteria for an Assisted Living.

A. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Services Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care.

B. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.

C. The Operator has conducted such evaluation of Yourself and has determined that You are appropriate for admission to this Community, and that the Operator is able to meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for You under Your Individualized Services Plan.

D. Subject to Section III.E.5 and the Disclosure Statement at **Exhibit 6**, if You are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" (as provided in **Exhibit 14**) will apply.

E. Subject to Section III.E.5 and the Disclosure Statement at **Exhibit 6**, if You are residing in a "Basic" Assisted Living Residence ("Basic Residence") and Your care needs subsequently change in

the future to the point that You require Enhanced Assisted Living Care, Special Needs Assisted Living Care or 24-hour skilled nursing care, You will no longer be appropriate for residency in this Basic Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement. However, if the Operator also has an approved Enhanced Assisted Living Certificate, has a unit available, and is able and willing to meet Your needs in such unit, You may be eligible for residency in such Enhanced Assisted Living unit.

F. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who: (a) are chronically chairfast and unable to transfer, or chronically require the physical assistance of another person to transfer; or (b) chronically require the physical assistance of another person in order to walk; or (c) chronically required the physical assistance of another person to climb or descend stairs; or (d) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or (e) have chronic unmanaged urinary or bowel incontinence.

G. Enhanced Assisted Living Care may also be provided to certain persons who desire to continue to age in place in an Assisted Living Residence and who are assessed as requiring 24 hour skilled nursing care or medical care and who meet the conditions stated in the Enhanced Assisted Living Residence Addendum.

X. Resident Handbook.

Attached as **Exhibit 10** and made a part of this Agreement is the Resident Handbook. By signing this Agreement, You and Your representatives agree to abide by all reasonable rules set forth in the Resident Handbook. Resident acknowledges that prior to entering into this Agreement, Resident received the Resident Handbook, which is incorporated in and made a part of this Agreement. The Resident Handbook, among other things, describes various additional services available to Resident for a corresponding fee. The Community may amend, modify, supplement and restate the Resident Handbook from time to time, but any such amendments, modification and/or restatements shall be prior approved by the New York State Department of Health.

XI. Responsibilities of Resident, Resident's Representative and Resident's Legal Representative.

A. You, or Your Resident or Legal Representative to the extent specified in this Agreement, are responsible for the following:

1. Payment of the Basic Rate and any authorized Additional and agreed-to Supplemental or Community Fees as detailed in this Agreement.
2. Supply of personal clothing and effects.
3. Payment of all medical expenses including transportation for medical purposes, except when payments is available under Medicare, Medicaid or other third party coverage.
4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing the Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.
5. Informing the Operator promptly of change in health status, change in physician, or change in medications.

6. Informing the Operator promptly of any change of name, address and/or phone number

XII. Termination and Discharge.

A. Means of Termination.

This Residency Agreement and residency in the Community may be terminated in any of the following ways:

1. By You.

You may terminate this Agreement at any time, with or without cause, by giving Operator thirty (30) days prior written notice of termination. You need not cite a specific reason for the termination. You will continue to be responsible for Your Monthly Rate until the thirty (30) day period has expired and you have vacated your Apartment as described in Section XIII.C below.

2. Mutual Agreement.

You and the Operator may terminate this Agreement by mutual written agreement.

3. Your Death.

Following your death, this Agreement shall terminate upon the date that is the later of (a) thirty (30) days after the date of your death, or (b) the date that your apartment is fully vacated and all of your personal belongings are removed from it. Your estate will receive a refund of any unused pro rata portion of your Monthly Rate within thirty (30) days following your death.

4. Involuntary Termination.

Upon thirty (30) days written notice from the Operator to You and Your Representative, with copies sent to Your next of kin, if known, the person designated in this Agreement as the responsible party and any person designated by You and/or the person designated in this Agreement as the Resident's Representative, and the Metropolitan Area Regional Office of the New York State Department of Health, the Operator may discharge You and terminate this Agreement. Involuntary termination of Residency Agreement is permitted only for the reasons listed below, and then only if the Operator initiates a court proceeding and the court rules in favor of the Operator.

B. Grounds for involuntary termination.

The grounds upon which **involuntary** termination may occur are:

1. You require continual medical or nursing care which the Community is not permitted by law or regulation to provide;
2. If Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else;
3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and food which You have agreed to pay under this Agreement. If Your failure to make timely payment resulted from an interruption in Your receipt of any public benefit to which You are entitled, no involuntary termination of this Agreement can take place unless the Operator, during the thirty-

day period of notice of termination, assists You in obtaining such public benefits or other available supplemental public benefits. You agree that You will cooperate with such efforts by the Operator to obtain such benefits.

4. You repeatedly behave in a manner that directly impairs the well-being, care or safety of Yourself or any other Resident, or which substantially interferes with the orderly operation of the Community;
5. The Operator has had his/her operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operation of the facility;
6. A receiver has been appointed pursuant to Section 461-f of the New York State Social Services Law and is providing for the orderly transfer of all residents in the Community to other residences or is making other provisions for the Residents' continued safety and care.

If the Operator decides to terminate the Residency Agreement for any of the reasons stated above, the Operator will give You a notice of termination and discharge, which must be at least thirty (30) days after delivery of notice, the reason for termination, a statement of Your right to object and a list of free legal advocacy resources approved by the State Department of Health.

C. Vacation of Apartment, Personal Property of Resident.

Following either party's written notification of termination under this Agreement, this Agreement shall terminate on the effective date of the termination following the applicable notice period in accordance with this Section XIII (the "Effective Termination Date"), provided that, for the purpose of clarity, in the event of an involuntary termination of this Agreement by Operator, the Effective Termination Date shall be set by a New York court of competent jurisdiction, and then, only if the Operator initiated a court proceeding and such court rules in favor of the Operator. Resident shall be responsible for paying the Basic Rate and other charges due under this Agreement until the Effective Termination Date. Upon the vacation of the apartment for any reason including abandonment, termination of the Agreement by the Resident or Resident's death or transfer, Resident or Resident's family, personal representative or estate must remove all of Resident's personal affects and other personal property from the apartment. By this Agreement, Resident authorizes Operator to remove from the Apartment, within fourteen (14) days after Resident transfers from the Community or dies, any and all of Resident's personal affects. Under such circumstances, the Community will prepare an inventory of the property to be moved with a representative or fiduciary for Resident or his or her estate, if readily available. The Community may store such property at the expense of Resident or his or her estate, or may discard the property if not claimed within thirty (30) days of the date of removal.

D. Objection Rights.

1. You may object to the Operator about the proposed termination and may be represented by an attorney or an advocate. If You challenge the termination, the Operator, in order to terminate, must institute a special proceeding in court. You will not be discharged against your will unless the court rules in favor of the Operator.
2. While legal action is in progress, the Operator must not seek to amend the Residency Agreement in effect as of the date of the notice of the termination, fail to provide any of the care and services required by Department regulations and the Residency Agreement, or engage in any action to intimidate or harass You.

3. Both You and the Operator are free to seek any other judicial relief to which they may be entitled.
4. The Operator must assist You if the Operator proposes to transfer or discharge You to the extent necessary to assure, wherever practicable, Your placement in a care setting which is adequate, appropriate and consistent with Your wishes.

E. Couples.

If two Residents share an Apartment and it reverts to single occupancy during the term of this Agreement, the remaining Resident's fees shall remain the same, meaning that the Resident shall continue to pay the Basic Rate for a dual occupancy Apartment, and the then-current amount for the appropriate level of service for the Resident, until another resident is admitted to the Apartment.

XIII. Transfer.

Notwithstanding the above, an Operator may seek appropriate evaluation and assistance and may arrange for your transfer to an appropriate and safe location, prior to termination of a Residency Agreement and without thirty (30) days notice or court review, for the following reasons:

When You develop a communicable disease, medical or mental condition, or sustain an injury such that continual skilled medical or nursing services are required;

In the event that Your behavior poses an imminent risk of death or serious physical injury to him/herself or others; or

When a Receiver has been appointed under the provisions of New York State Social Services Law and is providing for the orderly transfer of all Residents in the Community to other residences or is making other provisions for the Residents' continued safety and care.

If You are transferred, in order to terminate this Agreement, the Operator must proceed with the termination requirements as set forth in Section XIII of this Agreement, except that the written notice of termination must be hand delivered to You at the location to which You have been removed. If such hand delivery is not possible, then the notice must be given by any of the methods provided by law for personal service upon a natural person.

If the basis for the transfer permitted under parts 1 and 2 above of this Section no longer exists, You are deemed appropriate for placement in this Community and if the Residency Agreement is still in effect, You will be readmitted.

XIV. Resident Rights and Responsibilities.

Attached as **Exhibit 11** and made a part of this Agreement is a Statement of Resident Rights and Responsibilities. This Statement will be posted in a readily visible common area in the Community. The Operator agrees to treat You in accordance with such Statement of Resident Rights and Responsibilities.

XV. Your Property Rights and Obligations.

A. No Management or Property Interest

This Agreement shall give you no property right or management interest in the Community, Operator or any of their assets. In addition, you shall have no right to any of the Operator's personal

property, including furnishings and fixtures in the Apartment or in the common areas at the Community.

B. Damage to Property.

You agree to maintain your Apartment in a clean, sanitary and orderly condition. You further agree to reimburse Operator for any loss of or damage to Operator's property, inside or outside the Apartment, caused by you, excluding normal wear and tear. Notwithstanding the foregoing, you have the ability to contest the imposition of any such charges, including through a court of law.

C. Damage to Your Property.

Operator shall not be responsible for the loss of any personal property belonging to you due to theft, fire or any other cause, unless the loss or damage was caused by the negligence of the Operator or its employees. We strongly recommend that You obtain, at your own expense, insurance for the replacement value of your personal property, at adequate coverage and liability limits. Operator shall be responsible for the loss or damage caused by the actions of itself or its employees, agents or contractors.

XVI. Other Personal Obligations.

A. Your Liability to Others.

You accept full responsibility for any injury or damage caused to others, or suffered by you, as a result of your own acts and omissions and you indemnify and hold harmless Operator and its directors, agents and employees from any and all liability for such injury or damage, including attorneys' fees. We recommend that you maintain general liability insurance in an amount and form sufficient to cover such liability. Notwithstanding the foregoing, you have the ability to contest any such liability, including through a court of law.

B. Personal Affairs.

You are encouraged by the Operator to make reasonable advance arrangements in the event of your death or incompetence. Operator will make available to you forms of Durable Powers of Attorney for health care and financial decision-making if you request them. Operator encourages you to review the forms of Durable Powers of Attorney for health care and financial decision-making and, if you deem necessary, to seek appropriate professional advice regarding your options

C. Private Duty Aides.

All outside caregivers, companions, private duty aides and other personnel reemployed or retained by you to render services at the Community must provide written confirmation that they understand and will comply with Operator's policies and rules.

XVII. Complaint Resolution.

The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in the Community's operations and programs are attached as **Exhibit 12** and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of the Community.

The Operator agrees that the Residents of the Community may organize and maintain councils or such other self-governing body as the Residents may choose. The Operator agrees to address any

complaints, problems, issues or suggestions reported by the Residents' Organization and to provide a written report to the Residents' organization that addresses the same.

Complaint handling is a direct service of the Long Term Care Ombudsman Program. The Long Term Care Ombudsman is available to identify, investigate and resolve Your complaints in order to assist in the protection and exercise of Your rights.

XVIII. Miscellaneous Provisions.

A. Right of Entry.

For your safety and comfort, you agree that the staff of the Community may enter the Apartment to perform basic housekeeping services, respond to emergencies, make repairs and improvements, and perform other management functions as we deem necessary or advisable. In addition, because the apartment is licensed under New York's assisted living facility laws, any duly authorized agent of the New York state agencies may, upon stating the purpose of the visit, enter and inspect any licensed portion of the Community, including your Apartment, without advance notice. Whenever feasible, Operator's staff will attempt to give you reasonable notice before entering the Apartment.

B. Authorization and Consent of Release of Medical Information.

You hereby authorize your health care providers to release your medical information and medical records to the Community as needed.

C. Advanced Directive.

It is the policy of the Community to ask all prospective residents whether they have executed any advance directives so that the Operator can provide the appropriate level or type of services or health care to you and respect your healthcare choices to you while this Agreement is still in effect. "Advanced directives" also include health care powers of attorney, living wills, durable powers of attorney or other documents which describe the amount, level or type of health care you would want to receive at a time when you can no longer communicate those decisions directly to a doctor or other health care professional. "Advanced directives" also include documents in which you name another person who has the legal authority to make health care decisions for you. In addition, it is the policy of the Community to ask all prospective residents whether they have executed a general or financial power of attorney. At all times, your decision to execute or adopt any such advanced directive or power of attorney remains in your sole and exclusive discretion.

If you have executed any such documents, or if you execute any such documents while living at the Community, it is your responsibility to advise the Community staff of this and to provide a copy of any such documents to the Community. If you have such documents, and you have provided copies of such documents to the Community, the Community will provide copies of these documents to health care professionals who may be called to assist you with health care if time and circumstances permit. If you execute such documents, and later revoke or change them, it is also your responsibility to inform the Community of such revocation or change. This is requested so that the Community can assist you in ensuring that your health care choices are properly communicated to your health care professionals.

D. Entire Agreement.

This Agreement (together with the documents and appendices referenced herein) constitutes the entire agreement between you and the Operator and may be amended only by a written instrument

signed by you and by and authorized representative of Operator. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall remain valid and enforceable, unless the context requires otherwise.

E. Amendment.

This Agreement contains the entire understanding between Resident and the Community and may be changed only by supplementary agreement in writing executed by Resident and the Community and approved by the appropriate governmental agency in accordance with law. Any amendment or provision of this Agreement not consistent with the statute and regulations shall be null and void.

F. Assignment.

Operator reserves the right to assign this Agreement to any successor-in-interest selected by it. You may not transfer or assign your right to use the services and accommodation at the Community to any other individual or entity. Such an assignment shall apply only to the extent permitted by law.

G. Maintenance of Documentation.

The parties agree that assisted living residency agreements and related documents executed by the parties shall be maintained by the Operator in files of the Community from the date of execution until three (3) years after the Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.

H. Religious Affiliations.

Neither the Operator nor the Community is affiliated with any religious organization.

I. Waiver of Provisions of Admission Agreement.

Any modification or provision of this Agreement not consistent with the New York State Social Services or Public Health Law, or the regulations thereunder, for Adult Care Facilities, or any other law or regulation, shall be null and void.

J. Waiver.

The failure of the Community in any one or more instances to insist upon the strict performance, observance or compliance by Resident 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 the Community of its right to insist on strict compliance by the Resident with all of the terms and provisions of this Agreement.

K. Terminology.

Use of singular or plural nouns or pronouns is general and intended to refer to whichever form is appropriate for this Agreement.

L. Enforcement Costs.

In the event that the Resident defaults hereunder, in addition to its other remedies hereunder, the Community shall be entitled to recover its reasonable attorneys' fees incurred to enforce its rights hereunder if mandated by a court of law.

M. Successors.

All the terms of this Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the heirs, successors and assigns of the parties hereof. Such succession shall apply only to the extent permitted by law.

N. Captions.

The captions of this Agreement are for the convenience of reference only and shall not define or limit any of the terms of the provisions hereof.

O. Severability.

Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

P. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument.

Q. Governing Law.

This Agreement shall be governed by the laws of the State of New York.

XIX. Agreement Authorization.

We, the undersigned, have read this Agreement, have received a duplicate copy thereof, and agree to abide by the terms and conditions therein.

Dated: _____
_____ (Signature of Resident)

Dated: _____
_____ (Signature of Resident's Representative)

Dated: _____
_____ (Signature of Resident's Legal Representative)

Dated: _____
_____ (Signature of Operator or the Operator's Representative)

Personal Guarantee of Payment

[Note: Personal guarantee of payment is optional.]

Resident's Name: _____ **Apartment Unit:** _____

_____ personally guarantees payment of charges for Your Monthly Rate.

_____ personally guarantees payment of charges for the following services, materials or equipment, provided to You, that are not covered by the Monthly Rate:

_____ Community Fee _____

_____ Level of Care Services _____

(Date)

Guarantor's Signature

Guarantor's Name (Print)

Guarantor of Payment of Public Funds

[Note: Guarantor of payment of public funds is optional.]

Resident's Name: _____ **Apartment Unit:** _____

If You have a signatory to this Agreement besides Yourself and that signatory controls all or a portion of Your public funds (SSI, Safety Net, Social Security, Other), and if that signatory does not choose to have such public funds delivered directly to the Operator, then the signatory hereby agrees that he/she will personally guarantee continuity of payment of the Monthly Rate and any agreed upon charges above and beyond the Monthly Rate from either Your Personal Funds (other than Your Personal Needs Allowance), or SSI, Safety Net, Social Security or other public benefits, to meet Your obligations under this Agreement.

(Date)

Guarantor's Signature

Guarantor's Name (Print)

EXHIBIT 2

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

When not supplied by the resident, the Operator will provide:

- Bed, mattress and box spring**
- Chair**
- Table**
- Lamp**
- Lockable storage facilities for personal articles and medications**
- Dresser**
- Closet or wardrobe**

EXHIBIT 3

FURNISHINGS/APPLIANCES PROVIDED BY YOU

*Resident may bring his or her own furnishings and household items, subject to space availability and prior approval by the Community

*The use of extension cords, burning candles and portable heating equipment is prohibited.

EXHIBIT 4

ADDITIONAL SERVICES SUPPLIES OR AMENITIES

The chart below specifies the party responsible for the provision and payment of each item below:

ITEM	Community	Resident
Clothing Purchase/Repairs		X
Dry Cleaning		X
Professional Hair Grooming		X
Personal Toilet Articles		X
Commissary Goods		X
Extraordinary Activities and Supplies		X
Special Cultural Events		X
Transportation		X
Medical *, **		X
Recreational **		X
Long Distance Phone Calls		X
Basic Cable Services	X	
Premium Cable Services		X
Other		X

***Except where payment is available under Medicare, Medicaid or third party insurance**

****See activity calendar for Community scheduled trips**

EXHIBIT 5
LICENSURE/CERTIFICATION STATUS OF PROVIDERS

Certified Home Health Agency

Provider Name: Visiting Nurse Services of Westchester

Certification: 5902606

Licensed Home Care Services Agency

Provider Name: Priority Home Care, Inc.

Licensure: 1246L004

EXHIBIT 6

DISCLOSURE STATEMENT

D&R Yonkers, LLC (“The Operator”) as operator of Five Star Premier Residences of Yonkers (“The Community”), hereby discloses the following, as required by Public Health Law Section 4658 (3):

1. The Consumer Information Guide developed by the Commissioner of Health is hereby attached to this Agreement.
2. The Operator is licensed by the New York State Department of Health to operate the community located at 537 Riverdale Avenue (Floors 3-5), Yonkers (Westchester County), New York 10705 as an Assisted Living Residence as well as an Enriched Housing Program. The Operator is also certified to operate at this location an Enhanced Assisted Living Residence. This additional certification (or these additional certifications) may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the Community and to receive Enhanced Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met.

The Operator is currently approved to provide:

- a. Enhanced Assisted Living services for up to a maximum of 42 persons.
- b. Special Needs Assisted Living services for up to a maximum of 0 persons.

It is important to note that The Operator is currently approved to accommodate within The Enhanced Assisted Living program only up to the numbers of persons stated above.

If You become appropriate for Enhanced Assisted Living Services, and one of those units is available, You will be eligible to be admitted into the Enhanced Assisted Living unit (or program). If however, such units are at capacity and there are no vacancies, the Operator will assist You and Your representatives to identify and obtain other appropriate living arrangements in accordance with New York State’s regulatory requirements. If you become eligible for and choose to receive services in the Enhanced Assisted Living Residence program within this Community, it may be necessary for You to change your apartment within the Community.

3. The Community has contracts with the following licensed or certified companies to provide services to residents of the Community: (1) Priority Homecare, Inc., a licensed home care agency; and (2) Visiting Nurse Services in Westchester, Inc., a certified home health agency.
4. The owner of the real property upon which the Community is located is SNH Yonkers Properties Trust, . The mailing address of such real property owner is Two Newton Place, 225 Washington Street, Suite 300, Newton, MA 02458. The following individual is authorized to accept personal service on behalf of such real property owner: Richard Doyle.
5. The Operator of the Community is D&R Yonkers, LLC. The mailing address of the Operator is 537 Riverdale Avenue, Yonkers, NY 10705. The following individual is authorized to accept personal service on behalf of the Operator: the current Executive Director.

6. List any ownership interest in excess of 10% on the part of The Operator (whether a legal or beneficial interest), in any entity which provides care, material, equipment or other services to residents of the Community.

n/a

7. List any ownership interest in excess of 10% (whether legal or beneficial interest) on the part of any entity which provides care, material, equipment or other services to residents of The Community, in the Operator.

n/a

8. All Residents have the right to receive services from any provider, regardless of whether the Community has an arrangement with the provider.
9. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.
10. The Community is a private pay facility. However, for your information, you may wish to investigate the availability of public funds for payment for residential, supportive or home health services, including but not limited to, availability of Medicare coverage of home health services.
11. The New York State Department of Health's toll free telephone number for reporting of complaints regarding the services provided by The Assisted Living Operator or regarding Home Care Services is 1-800-628-5972.
12. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-800-342-9871 to request an Ombudsman to advocate for the resident. (914) 345-5900 ext 7522 is the Local LTCOP telephone number. The NYSLTCOP web site is www.ltombudsman.ny.gov.
13. The Operator will post prominently in the Community, on a monthly basis, the then current number of vacancies under its Enhanced Assisted Living Services and/or Special Needs Assisted Living programs.

EXHIBIT 7A

RATE OR FEE SCHEDULE

A. Basic Rate: \$ _____

See **Exhibit 7B** for details regarding the Basic Rates.

The Basic Rate is made up of:

- (i) the services, supplies, and amenities set forth in Section I and III of the Residency Agreement;
- (ii) the type of apartment sought.

B. Monthly Rate: \$ _____

See **Exhibit 7B** for details regarding the Basic Rates, Level of Service rates

The Monthly Rate is made up of:

- (i) The Basic Rate, which is \$ _____;
- (ii) The Resident's Level of Service rate, which is \$ _____; and

C. Fees for Supplemental, Additional or Community Fees: \$ _____

See **Exhibit 7C** for a list of Supplemental, Additional or Community Fees.

EXHIBIT 7B

TIERED FEE ARRANGEMENTS

1. Apartment Type

Your Basic Rate will be determined by the type of apartment you choose. The options are: a studio, a one bedroom, a one bedroom with a den, or a two bedroom. If you do not require any Assisted Living Health Care Services, you will just pay the Basic Rate for the type of room you choose (in addition to any supplemental, additional or community fees). If you do require a Level of Service, you will pay for the Level of Service you require in addition to your type of apartment's Basic Rate (in addition to any supplemental, additional or community fees). Your Level of Service rate, ~~Medication Assistance/Administration rate~~, plus the Basic Rate will determine your Monthly Rate. Please see below for the Basic Rate for each type of apartment.

<u>Apartment Type</u>	Basic Rate
Studio A – Private	\$ <u>7,100.00</u> per <u>Month</u>
Studio B – Private	\$ <u>7,300.00</u> per <u>Month</u>
One bedroom A – Private	\$ <u>7,300.00</u> per <u>Month</u>
One bedroom B – Private	\$ <u>7,400.00</u> per <u>Month</u>
One bedroom C, D & E – Private	\$ <u>7,600.00</u> per <u>Month</u>
One bedroom F & G – Private	\$ <u>8,100.00</u> per <u>Month</u>
One Bedroom with Den – Private	\$ <u>8,100.00</u> per <u>Month</u>
Two Bedroom – Private	\$ <u>10,500.00</u> per <u>Month</u>

Prices effective as of: 01/01/2024

2. Levels of Service

The following Levels of Service are offered at the Community. The Level of Service will be in addition to your Basic Rate. The Level of Service rate plus your Basic Rate, combined will equal your Monthly Rate.

Personal Care Services are defined as supervision or assistance with your activities of daily living, such as: bathing or showering (up to ____ times per week); getting dressed or undressed; grooming (shaving, combing hair, brushing teeth, etc.); dining service, mobility in the community, or physical assistance with transferring from a bed to a chair; medication management; safety or continence management. Point values are assigned to each of these services, based on the amount of staff supervision or assistance required to perform the service.

Our Level of Care Pricing Program is comprised of four (4) specific levels of care/services. Each level is assigned a standard range of points, as indicated below. The points correspond to points assigned when an assessment is completed using the Community's Assessment tool. Pricing of each level is determined by the overall amount of services provided.

The actual cost of you service plan will also depend on the personal care services and “flat fee” licensed nursing services you choose and how much support you need for the services delivered, as detailed in **Exhibit 7C** (Supplemental, Additional or Community Fees).

<u>Service Levels</u>	<u>Points</u>	<u>Monthly/Daily Rates</u>
Basic Service	0	\$ <u>0.00</u> per Month
Level of Care 1	1-50	\$ <u>1,400.00</u> per Month
Level of Care 2	51-100	\$ <u>2,100.00</u> per Month
Level of Care 3	101-150	\$ <u>3,000.00</u> per Month
Level of Care 4	151-200	\$ <u>3,500.00</u> per Month
Level of Care 5	201-250	
Level of Care 6	251+	

Prices effective as of: 11/1/2025

EXHIBIT 7C

SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES

The following services, supplies or amenities are available from the operator directly or through arrangements with the Operator for the following additional charges.

SERVICE	FEE
Community Fee At the time the Resident signs this Agreement, Resident shall pay to the Community a non-refundable Community Fee of TBD dollars (\$TBD). THE COMMUNITY FEE IS NON-REFUNDABLE except as follows: if the Resident terminates this Agreement by giving a written notice within sixty (60) days after the Effective Date, and fully vacates the Apartment (including the removal of all personal possessions) within ninety (90) days after the Effective Date, then Operator will refund the Community Fee to Resident, but Operator will deduct (and retain) TBD dollars (\$TBD). The Community Fee helps defray the initial direct and indirect nonrecurring expenses such as processing Resident’s application, performing pre-admission evaluation, apartment preparations, and assisting the Resident with moving into the apartment.	1 Month’s Base Rent
Second Tenant Fee	\$1,050 Per month
Private Transportation 8:30am-4pm, Monday thru Friday Rates are door to door, waiting time is charged at the same hourly rate as service time. Time is billed in quarter hour increments. A fraction of a quarter hour is billed as a quarter hour.	\$20 per hour
In home meal delivery	\$5 per meal
Guest meal – breakfast	\$7.50
Guest meal – lunch	\$12.50
Guest meal – dinner	\$25
Minor clothing alterations (button replacement, etc.)	Priced per item
Additional housekeeping (e.g. polishing silver)	\$40 per hour/ \$10 per 15 minutes
Additional engineering/maintenance services (please look to Resident Handbook for specifics)	\$60 per hour \$15 per 15 minutes plus cost of materials
Returned Check Fee	\$35 per check
Mail Box Key replacement	\$10 per key
Apartment Bracelet Key Replacement	\$40 per Bracelet
Apartment Fob Key Replacement	\$15 per Fob
Emergency call pendant replacement fee	\$175 per pendant
Copies	.10-.15 / side, depending on size
Domestic/International Fax service	\$1/\$2 per page
Apartment Transfer Fee	\$1,000
Reserved parking space	\$100 per space
Dry cleaning	Prices set by dry cleaning service provider
Beauty salon services	Prices set by beauty salon operator

Prices effective as of: 04/01/2023

EXHIBIT 8

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

Resident's Name: _____

Apartment Unit: _____

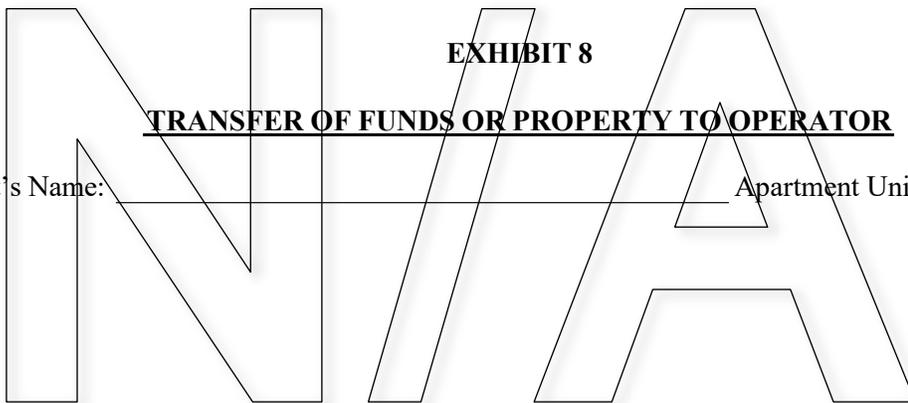


EXHIBIT 9

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

Resident's Name: _____

Apartment Unit: _____

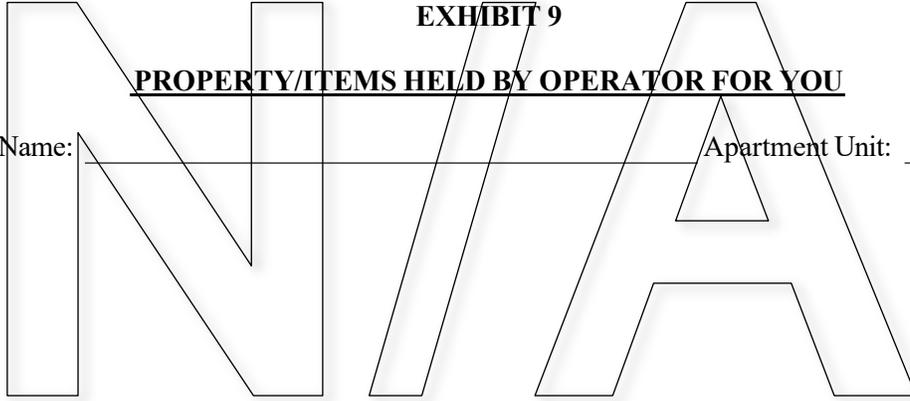


EXHIBIT 10

RESIDENT HANDBOOK

(SEE ATTACHED)

EXHIBIT 11

**RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN
ASSISTED LIVING RESIDENCES**

RESIDENT'S RIGHTS AND RESPONSIBILITIES SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING:

(A) EVERY RESIDENT'S PARTICIPATION IN ASSISTED LIVING SHALL BE VOLUNTARY, AND PROSPECTIVE RESIDENTS SHALL BE PROVIDED WITH SUFFICIENT INFORMATION REGARDING THE COMMUNITY TO MAKE AN INFORMED CHOICE REGARDING PARTICIPATION AND ACCEPTANCE OF SERVICES;

(B) EVERY RESIDENT'S CIVIL AND RELIGIOUS LIBERTIES, INCLUDING THE RIGHT TO INDEPENDENT PERSONAL DECISIONS AND KNOWLEDGE OF AVAILABLE CHOICES, SHALL NOT BE INFRINGED;

(C) EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE PRIVATE COMMUNICATIONS AND CONSULTATION WITH HIS OR HER PHYSICIAN, ATTORNEY, AND ANY OTHER PERSON;

(D) EVERY RESIDENT, RESIDENT'S REPRESENTATIVE AND RESIDENT'S LEGAL REPRESENTATIVE, IF ANY, SHALL HAVE THE RIGHT TO PRESENT GRIEVANCES ON BEHALF OF HIMSELF OR HERSELF OR OTHERS, TO THE COMMUNITY'S STAFF, ADMINISTRATOR OR ASSISTED LIVING OPERATOR, TO GOVERNMENTAL OFFICIALS, TO LONG TERM CARE OMBUDSMEN OR TO ANY OTHER PERSON WITHOUT FEAR OF REPRISAL, AND TO JOIN WITH OTHER RESIDENTS OR INDIVIDUALS WITHIN OR OUTSIDE OF THE COMMUNITY TO WORK FOR IMPROVEMENTS IN RESIDENT CARE;

(E) EVERY RESIDENT SHALL HAVE THE RIGHT TO MANAGE HIS OR HER OWN FINANCIAL AFFAIRS;

(F) EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE PRIVACY IN TREATMENT AND IN CARING FOR PERSONAL NEEDS;

(G) EVERY RESIDENT SHALL HAVE THE RIGHT TO CONFIDENTIALITY IN THE TREATMENT OF PERSONAL, SOCIAL, FINANCIAL AND MEDICAL RECORDS, AND SECURITY IN STORING PERSONAL POSSESSIONS;

(H) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE COURTEOUS, FAIR AND RESPECTFUL CARE AND TREATMENT AND A WRITTEN STATEMENT OF THE SERVICES PROVIDED BY THE COMMUNITY, INCLUDING THOSE REQUIRED TO BE OFFERED ON AN AS-NEEDED BASIS;

(I) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE OR TO SEND PERSONAL MAIL OR ANY OTHER CORRESPONDENCE WITHOUT INTERCEPTION OR INTERFERENCE BY THE OPERATOR OR ANY PERSON AFFILIATED WITH THE OPERATOR;

(J) EVERY RESIDENT SHALL HAVE THE RIGHT NOT TO BE COERCED OR REQUIRED TO PERFORM WORK OF STAFF MEMBERS OR CONTRACTUAL WORK;

(K) EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE SECURITY FOR ANY PERSONAL POSSESSIONS IF STORED BY THE OPERATOR;

(L) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE ADEQUATE AND APPROPRIATE ASSISTANCE WITH ACTIVITIES OF DAILY LIVING, TO BE FULLY INFORMED OF THEIR MEDICAL CONDITION AND PROPOSED TREATMENT, UNLESS MEDICALLY CONTRAINDICATED, AND TO REFUSE MEDICATION, TREATMENT OR SERVICES AFTER BEING FULLY INFORMED OF THE CONSEQUENCES OF SUCH ACTIONS, PROVIDED THAT AN OPERATOR SHALL NOT BE HELD LIABLE OR PENALIZED FOR COMPLYING WITH THE REFUSAL OF SUCH MEDICATION, TREATMENT OR SERVICES BY A RESIDENT WHO HAS BEEN FULLY INFORMED OF THE CONSEQUENCES OF SUCH REFUSAL;

(M) EVERY RESIDENT AND VISITOR SHALL HAVE THE RESPONSIBILITY TO OBEY ALL REASONABLE REGULATIONS OF THE COMMUNITY AND TO RESPECT THE PERSONAL RIGHTS AND PRIVATE PROPERTY OF THE OTHER RESIDENTS;

(N) EVERY RESIDENT SHALL HAVE THE RIGHT TO INCLUDE THEIR SIGNED AND WITNESSED VERSION OF THE EVENTS LEADING TO AN ACCIDENT OR INCIDENT INVOLVING SUCH RESIDENT IN ANY REPORT OF SUCH ACCIDENT OR INCIDENT;

(O) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE VISITS FROM FAMILY MEMBERS AND OTHER ADULTS OF THE RESIDENT'S CHOOSING WITHOUT INTERFERENCE FROM THE ASSISTED LIVING COMMUNITY; AND

(P) EVERY RESIDENT SHALL HAVE THE RIGHT TO WRITTEN NOTICE OF ANY FEE INCREASE NOT LESS THAN FORTY-FIVE DAYS PRIOR TO THE PROPOSED EFFECTIVE DATE OF THE FEE INCREASE; PROVIDED, HOWEVER, THAT IF A RESIDENT, RESIDENT REPRESENTATIVE OR LEGAL REPRESENTATIVE AGREES IN WRITING TO A SPECIFIC RATE OR FEE INCREASE THROUGH AN AMENDMENT OF THE RESIDENCY AGREEMENT DUE TO THE RESIDENT'S NEED FOR ADDITIONAL CARE, SERVICES OR SUPPLIES, THE OPERATOR MAY INCREASE SUCH RATE OR FEE UPON LESS THAN FORTY-FIVE DAYS WRITTEN NOTICE. WAIVER OF ANY OF THESE RESIDENT RIGHTS SHALL BE VOID. A RESIDENT CANNOT LAWFULLY SIGN AWAY THE ABOVE-STATED RIGHTS AND RESPONSIBILITIES THROUGH A WAIVER OR ANY OTHER MEANS.

(Q) EVERY RESIDENT OF AN ASSISTED LIVING RESIDENCE THAT IS ALSO CERTIFIED TO PROVIDE ENHANCED ASSISTED LIVING AND/OR SPECIAL NEEDS ASSISTED LIVING SHALL HAVE A RIGHT TO BE INFORMED BY THE OPERATOR, BY A CONSPICUOUS POSTING IN THE RESIDENCE, OR AT LEAST ON A MONTHLY BASIS, OF THE THEN-CURRENT VACANCIES AVAILABLE, IF ANY, UNDER THE OPERATOR'S ENHANCED AND/OR SPECIAL NEEDS ASSISTED LIVING PROGRAMS.

X 

EXHIBIT 12

OPERATOR PROCEDURES: RESIDENT GRIEVANCES
AND
RECOMMENDATIONS

The Community approaches resident and family concerns as an opportunity to improve service to the residents. Both residents and families of residents can feel confident that their concerns will be explored and resolved in a timely fashion. Therefore, you are encouraged to use the procedures set forth below for any issues that may arise. Any grievances and/or recommendations should be responded to within twenty-one (21) days.

1. A concern regarding any department should be brought to the attention of the Director of that department.
2. The appropriate Director will work with the resident to attain a satisfactory resolution to the issue.
3. The Executive Director will monitor the handling of all concerns raised by the residents and families of residents and will ensure that they are explored and resolved promptly.
4. If the concern is not satisfactorily resolved, or if you or your family is not comfortable discussing the concern with the appropriate Director, the concern may be brought directly to the Executive Director. The Executive Director will then work directly with the resident to attain a satisfactorily resolution of the issue.
5. If your concern has not been satisfactorily resolved, or if you or your family is not comfortable discussing the concern with the Executive Director, you may contact the Community's Gold S.T.A.R. Customer Service Line at (877) 349-5349.
6. The New York State Department of Health's toll free telephone number for reporting of complaints regarding the services provided by The Assisted Living Operator or is 1-800-628-5972.
7. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-800-342-9871 to request an Ombudsman to advocate for the resident. (914) 345-5900 ext.7522 is the Local LTCOP telephone number. The NYSLTCOP web site is www.ltombudsman.ny.gov.
8. Residents of the Community have the right to form and participate in a resident council forum. The residents solely lead the resident council, however, the council may utilize the services of the a Community staff person to assist with meeting minutes, notices, etc. Participation is voluntary and the council's purpose includes:
 - Discuss Community operations
 - Discuss resident right issues
 - Discuss grievances and concerns
 - Participate in the resolution of concerns
 - Participate in the planning of Community events and activities
 - Opportunity to meet with Community staff

X

EXHIBIT 13

DSS-2853 (REV 7/85) -- STATEMENT OFFERING PERSONAL ALLOWANCE ACCOUNT
For Supplemental Security Income (SSI) and Home Relief (HR) Recipients

I understand that NYS Department of Health Regulations provide me, as an SSI or HR recipient, with a personal allowance which may be used as I wish for clothing, personal hygiene items, and other supplies, services, entertainment, or transportation for my personal use.

I understand that the operator cannot accept my personal allowance to pay for supplies and services that the operator is required to provide by law, regulation, or admission agreement. In addition, my personal allowance may not be used to pay the operator for any services for which payment is available under Medicare, Medicaid, or third party coverage.

I understand that the operator must offer me or my representative a facility maintained personal allowance account to safeguard my personal allowance funds.

I understand that if I or my representative choose a facility maintained personal allowance account, the NYS Department of Health Regulations require the operator to: make these funds available to me for my own use; tell me the business hours when I may deposit or withdraw my funds or review my personal allowance records; pay me interest (if my funds are in an interest bearing account); show or give me upon request, or at least every three months, a summary of my account which includes my current balance; tell me of any other important facts about my account.

I understand that I do not have to put my funds in a facility maintained account.

I understand that I may close my facility maintained account at any time and have my funds returned to me.

I understand there are legal protections for my funds and account.

I understand that I may ask the NYS Department of Health or legal/advocacy agencies to help me if I do not receive my personal allowance or have access to money in my personal allowance account.

Check one of the following boxes:

- I authorize the operator to establish a facility maintained personal allowance account.
- I do not authorize the operator to establish a facility maintained personal allowance account.
- As representative for _____, I agree to comply with the personal allowance requirements set forth above. I do I do not authorize the operator to establish a facility maintained personal allowance account.
- I am not an SSI or HR recipient. However, the operator has offered to maintain a personal fund account for me. I hereby authorize such an account.

Signature of Resident _____ Date _____

Signature of Resident's Representative _____ Date _____

Signature of Operator or Designee _____ Date _____

Apartment Unit: _____

EXHIBIT 14

ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO
RESIDENCY AGREEMENT

This addendum (“Addendum”) to the Residency Agreement (“Agreement”) made between, D& R Yonkers, LLC (the Operator”), by FVE Managers, Inc., as manager and agent (collectively referred to as “we”, “us” or “our”), [REDACTED], (the “Resident” or “You”), [REDACTED] (the “Resident’s Representative”), [REDACTED], (the “Resident’s Legal Representative”) (collectively referred to as “You”, “you” or “your”). Such Residency Agreement is dated [REDACTED].

This Addendum adds new sections and amends, if any, only the sections specified in this Addendum. All other provisions of the Agreement shall remain in effect, unless otherwise amended in accordance with this Addendum. This Addendum must be attached to the Agreement between the parties.

I. Enhanced Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living (“EALR”) at Five Star Premier Residences of Yonkers located at 537 Riverdale Avenue (Floors 3-5), Yonkers, New York 10705.

II. Physician Report

Resident has submitted to the Operator a written report from Resident’s physician, which report states that:

- a. Resident’s physician has physically examined Resident within the last month prior to Resident’s admission into this Enhanced Assisted Living Residence; and
- b. Resident is not in need of 24-hour skilled nursing care or medical care which would require placement in a hospital or nursing home.

III. Request for and Acceptance of Admission

Resident has requested to become a Resident at this Enhanced Assisted Living Residence, (the “Community”) and the Operator has accepted Resident’s request.

IV. Specialized Programs, Staff Qualifications and Environmental Modifications

Services to be provided in the Enhanced Assisted Living Residence include physical assistance with mobility (transfers, ambulation and climbing and descending stairs) and nursing task daily, including the following services:

1. Diet and supplement management (oral only), includes weight management
2. Vital signs
3. Ear care including assistance with hearing aides
4. Eye Care including assistance with glasses
5. Oral care including assistance with dentures
6. Turning and repositioning
7. Range of motion
8. Isolation
9. Access to laboratory draw services
10. Access to rehabilitative therapy services
11. Medication administration including oral, IM, SQ, eye, ear, nose drops, suppositories, MDI, sublingual, buccal, intradermal, topical, and transdermal
12. Specimen collection of all kinds except blood
13. Blood glucose monitoring
14. Insulin management

Staffing levels will be maintained in compliance with all applicable laws and regulations.

Staffing levels are continuously evaluated for appropriateness by the resident care leadership team, utilizing information from quality assurance/performance improvement activities, regulatory surveys, incidents/emergency procedures and resident and family feedback, and alterations as needed.

Staff serving the EALR receive comprehensive training on effectively and respectfully meeting the needs of the persons residing in the EALR. The training includes methods on assisting with mobility impairments, and, for our licensed staff, delivering simple nursing services.

EALR residents reside throughout the Community. The entire facility is equipped with a sprinkler system throughout, an emergency call system, smoke corridors, and supervised smoke detection systems for resident safety.

V. Aging in Place

The Operator has notified Resident that, while the Operator will make reasonable efforts to facilitate Resident's ability to age in place according to Resident's Individualized Service Plan, there may be a point reached where Resident needs cannot be safely or appropriately met at the Community: If this occurs, the Operator will communicate with Resident regarding the need to relocate to a more appropriate setting, in accordance with law.

VI. If 24 Hour Skilled Nursing or Medical Care is Needed

If Resident reaches the point where Resident is in need of 24 hour skilled nursing care or medical care that is required to be provided by a hospital, nursing home or a facility licensed under the Mental Hygiene Law, the Operator will initiate proceedings for the termination of this Agreement and to discharge Resident from residency, UNLESS each of the following conditions are met:

- a. Resident hires appropriate nursing, medical or hospice staff to care for Resident's increased needs; AND
- b. Resident's physician and a home care services agency both determine and document that with the provision of such additional nursing, medical or hospice care, Resident can be safely cared for in the Community, and would not require placement in a hospital, nursing home or other facility licensed under Public Health Law Article 28 or Mental Hygiene Law Articles 19, 31, or 32; AND
- c. The Operator agrees to retain You as Resident and to coordinate the care provided by the operator and the additional nursing, medical or hospice staff; AND
- d. Resident is otherwise eligible to reside at the Community.

VII. Addendum Agreement Authorization

We, the undersigned, have read this Addendum Agreement, have received a duplicate copy thereof, and agree to abide by the terms and conditions therein.

Dated: _____
_____ *(Signature of Resident)*

Dated: _____
_____ *(Signature of Resident's Representative)*

Dated: _____
_____ *(Signature of Resident's Legal Representative)*

Dated: _____
_____ *(Signature of Operator or Operator's Representative)*