EXHIBIT 12 EALR Addendum

This is an addendum to a Residency Agreement made between PSL of Guilderland LLC (the"Operator"), DBA Peregrine Guilderland, and _____(the "Resident" or "you"), «ResponsiblePartyFirstName» «ResponsiblePartyLastName»v (the "Resident's Representative"), «ResponsiblePartyFirstName» «ResponsiblePartyLastName», (the "Resident's Legal Representative"). Such Residency Agreement is dated_____{.

This addendum adds new sections and amends, if any, only the sections specified in this addendum. All other provisions of the Residency Agreement shall remain in effect, unless otherwise amended in accordance with this Agreement. This addendum must be attached to the Residency 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 at Peregrine Guilderland 300 Mill Rose Court, Slingerlands, NY 12159.

II. Physician Report

You have submitted to the Operator a written report from your physician, which report states that:

a. Your physician has physically examined you within the last month prior to your admission into this Enhanced Assisted Living Residence; and

b. You are 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

You have requested to become a Resident at this Enhanced Assisted Living Residence, (the "Community") and the Operator has accepted your request.

IV. Specialized Programs, Staff Qualifications and Environmental Modifications

1. Specialized services to be provided in the Enhanced Assisted Living Residence include (Check all that apply):
   - ☐ one-person physical assistance with transferring;
   - ☐ one-person physical assistance with walking/mobility;
   - ☐ physical assistance with climbing or descending stairs;
   - ☐ assistance with medical equipment to include oxygen, continuous and bilevel positive air pressure machine (CPAP and BPAP), ostomies and catheters.
   - ☐ assistance with non-sterile clean bandage.
   - ☐ assistance with PRN medications.
   - ☐ assistance with eye drops, ear drops, nasal sprays, inhalers, suppositories and enemas and topical medication
   - ☐ nebulizer set-up and assistance
   - ☐ periodic or On-going Skilled Nursing Assessments
   - ☐ full assistance with bathing
   - ☐ full assistance with dressing and grooming; and
   - ☐ toileting and hygiene support with incontinence as necessary.

If you require nursing services not listed above, the Resident Services Director will determine, at his or her discretion, if the services can be safely and appropriately delivered at the Community by the Operator's employees or by an outside agency. The charge for these additional services delivered by the Operator's employees is determined through the comprehensive assessment as outlined in Exhibit 5A: Schedule of Rates for Levels of Care, Subsection: Personal Care Fee "Tiers". If the Operator's employees cannot deliver the services, and the Resident Services Director determines that the services can be safely and appropriately delivered at the Community by an outside agency, the Resident would be required to hire a home care agency to deliver the services in order to remain at the Community. The cost of services delivered by a privately hired home care will be the sole responsibility of the Resident, and is set by the agency. If it is determined that neither the Operator's employee or a home care agency can deliver the required services, or the Resident elects not to hire such staff, the Community will assist the Resident in moving to a new facility that can accommodate the Resident's needs.

2. Staff levels;
   The Operator provides 24 hours staffing to maintain compliance with all applicable laws and regulations and includes:
   a. an RN or LPN nurse/supervisor 7 days a week;
   b. medication assistants to provides medication management; and
   c. resident care aides and Home Health Aides to provide assistance with Personal care and Activities of Daily Living.

   Adjustments in staffing levels are made as needed to meet the needs of the Resident and comply with regulations.

3. Staff education
   Each one of our personal care aides, home health aides, and nurses receive comprehensive training on effectively and respectfully meeting the needs of residents living in the Assisted Living, Enhanced Assisted Living and Special Needs Assisted Living community. The training includes methods on assisting with mobility impairments and, for our licensed staff, delivering simple nursing services.

4. Enhanced Assisted Living Residents reside throughout the Community. The entire Community is equipped with a sprinkler system throughout, emergency call bells in all resident rooms and bathrooms, smoke corridors, and supervised smoke detection systems for resident safety.

V. <u>Aging in Place</u>

The Operator has notified you that, while the Operator will make reasonable efforts to facilitate your ability to age in place according to your Individualized Service Plan, there may be a point reached where your needs cannot be safely or appropriately met at the Community. If this occurs, the Operator will communicate with you 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 you reach the point where you are 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 you from residency, UNLESS each of the following conditions are met:

a. You hire appropriate nursing, medical or hospice staff to care for your increased needs; AND
b. Your physician and a home care services agency both determine and document that with the provision of such additional nursing, medical or hospice care, you can be safely cared for in the Community, and would not require placement in a hospital, nursing home or other facility licensedunder 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 operatorand the additional nursing, medical or hospice staff; AND
d. You are otherwise eligible to reside at the Community.

VII. Addendum Agreement Authorization

We, the undersigned, have read this Enhanced Assisted Living Residence Addendum to the Residency Agreement, have received a duplicate copy thereof, agree to abide by the terms and conditions therein and at the Total Monthly Rate of : $ _____/ month as established EXHIBIT 5B1: Summary of Fees and Signature Page of the Residency Agreement.

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)