

EXHIBIT XVII.

ENHANCED ASSISTED LIVING RESIDENCY ADDENDUM

This is an addendum to a Residency Agreement made between BSL Smithtown Operations, Inc. (the "Operator"), _____ (the "Resident" or "You"), _____, (the "Resident's Representative"), and _____ (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 Certificate

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at Whisper Woods of Smithtown located at 71 St. Johnland Road, Smithtown, NY 11787

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 "Residence") and the Operator has accepted your request.

IV. Specialized Programs, Staff Qualifications and Environmental Modifications

Attached as Exhibit EALR # 1 and made a part of this Agreement is a written description of:

- Services to be provided in the Enhanced Assisted Living Residence;
- Staffing levels;
- Staff education and training work experience, and any professional affiliations or special characteristics relevant to serving persons in the Enhanced Assisted Living Residence; and

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- Any environmental modifications that have been made to protect the health, safety and welfare of persons in the Residence.

V. Aging in Place

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 Residence.: 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 Residence, 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. You are otherwise eligible to reside at the Residence.

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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 Legal Representative)

Dated: _____

Benchmark Senior Living LLC, on behalf of
BSL Smithtown Operations, Inc.

By: _____

Title: _____



EXHIBIT EALR #1

Services To Be Provided

- All services available in the Assisted Living Residence
- Physical assistance with walking, wheelchair propelling, transferring and prescribed exercises
- Physical assistance of another person to climb or descend steps
- Intermittent nursing care and services
- Limited assistance with medical equipment
- Chronic unmanaged urinary or bowel incontinence
- Medication assistance
- Assistance with feeding

Staffing

Our staffing is determined by the then-current occupancy and the amount of care our residents require based on the assessment of residents by the nurses and the individualized service plans of our residents, as follows: An inter-disciplinary team, including a nurse, in consultation with a doctor, assesses each resident for the appropriate level of care. Resident Care Associates are then scheduled based upon this analysis of resident needs. Staffing levels are reviewed at least weekly to address the changing number of residents and their care needs. Daily adjustment of staff for particular shifts may occur as well, depending upon residents' needs as well as the preferences of residents for times when they desire to receive meals, baths or other personal care services.

In our Traditional Living/Enhanced Assisted Living setting, on average, we employ no less than two Resident Care Associates (RCAs) during our 7:00 AM – 3:00 PM shift; two RCAs during our 3:00 PM – 11:00 PM shift; and two RCAs during our 11:00 PM – 7:00 AM shift. Overnight staffing will be awake. In addition, a nurse will be on-site on all shifts, supervising the RCAs.

In all cases, the Residence shall assign a minimum of 3.75 hours of personal services staff time per resident per week, in accordance with applicable law.

A nurse shall be on-site at the Residence and on duty 24 hours a day, 7 days per week. A registered nurse shall also be on call and available for consultation 24 hours a day, 7 days a week when not available onsite. Additional nursing coverage may be made available if necessary and documented by your medical evaluation or otherwise by your attending physician and/or your Individualized Service Plan.

In addition, case managers (who may be a licensed nurse also assuming nursing coverage responsibilities at the Residence) shall be on site at least 40 hours per week and as required to meet the case management services needs of the residents.

In addition, the Residence shall have at least the following staffing: a qualified administrator 40 hours per week; 1 hour per resident per week of housekeeping staff; 2 hours per resident per

XXX

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week of food service staff, including a food service manager and qualified dietician: 40 hours per week of a qualified activities director.

Although the number of employees may vary from time to time (i.e. attendance in necessary meetings held outside out of the Residence; holidays; resident assessments conducted away from the Residence; any extenuating circumstances affecting staff availability such as staff illness, unexpected call-outs, shortage of qualified staff, turnover of staff, etc.), every effort is made to maintain consistent staffing patterns in accordance with needs.

Training

Within the first three months of their employment, all resident care associates attend an intensive 40 hours orientation training program on the Aging Process, Activities of Daily Living, the characteristics and needs of the residents, residents' rights, emergency procedures, dementia care basics and how to deliver care to residents in the Enhanced Assisted Living Residence. In addition, resident care associates complete a hands-on portion of training consisting of shadowing experienced team members, as well as direct observation of their skills and performance to ensure the appropriate application of concepts learned in the classroom training. Other team members receive orientation on the above topic as well as on caring for people with dementia.

Each team member will also receive periodic ongoing education and training in accordance with applicable laws on topics based on their responsibilities as well as the needs of residents living in the Enhanced Assisted Living Residence.

Environmental Modifications

The Residence is a non-combustible (steel framed construction) building. Additional safety features include full coverage fire sprinkler system, smoke barriers, and fire-rated partitions/walls, with all openings (such as doorways) protected with fire-rated and smoke-tight doors equipped with appropriate hardware. In addition, monthly fire drills are held for staff and volunteers at varied times during the day and night. Residents participate in quarterly fire drills, one of which includes a total evacuation of the Residence.

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