ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO
RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between **White Plains Kensington, LLC**, (the "Operator"), Elizabeth M. Tulchin, the "Resident or You"), _____.
(the "Resident's Representative", if any), and Herbert J. Tulchin POA.
(the "Resident's Legal Representative", if any). Such Residency Agreement is dated April 14, 2022

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 The Kensington located at 100 Maple Avenue, White Plains, New York 10601.

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

- Services to be provided in the Enhanced Assisted Living Residence: Dining services (including meals/snacks), planned activities, housekeeping services, linen service, 24-hour supervision, case management, medication assistance, and development and maintenance of each resident's individualized service plan. Additional tiered services, such as personal care assistance, medication assistance and personal washable laundry are also available. Please refer to Exhibit III.A.2, Tiered Fee Arrangements (Assisted Living) and Exhibit II, Disclosure Statement, of the residency agreement for further details on fees for each "tier" of care and eligibility for the program.

- Staff education and training work experience will be dependent on the level of care that the staff is assigned to complete. These include:
  1. Level of care commensurate with Adult Home staff requirements;
  2. Level of care for higher acuity residents whose training is commensurate with Home Health Aide certification.
  3. Initial orientation which includes the basic concepts of Assisted Living, age related changes, the concept of aging in place, documentation, promoting a home-like environment, resident rights, and functions to be completed.

4. Continued mandatory in-service training throughout the year that review the fundamental principles and skills necessary to assist aging frail elderly seniors who may have cognitive and physical impairment and dementia.

- Any environmental modifications that have been made to protect the health, safety and welfare of persons in the Residence. None; the facility is fully equipped with all the necessary safety devices.

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.

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: 4/14/22 _____ X
(Signature of Resident's Legal Representative)

Dated: 4/14/22 Celina Watson, Executive Directo
(Signature of Operator or Operator's Representative)

SPECIAL NEEDS ASSISTED LIVING RESIDENCE
ADDENDUM TO RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between **White Plains Kensington, LLC** (the "Operator"), Elizabeth M. Pulchin (the "Resident" or "You"), (the "Resident's Representative"), Herbert J. Pulchin POA (the "Resident's Legal Representative"). Such Residency Agreement is dated April 14, 2022

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. Special Needs Assisted Living Certification.

The Operator is currently certified by the New York State Department of Health to provide Special Needs Assisted Living at The Kensington located at 100 Maple Avenue, White Plains, New York 10601.

II. Request for and Acceptance of Admission

You or Your Resident Representative or Legal Representative have requested that You become a Resident at this Special Needs Assisted Living Residence (the "Residence") and the Operator has accepted such request.

III. Specialized Programs. Staff Qualifications and Environmental Modifications

- Services to be provided in the Special Needs Assisted Living Residence: Dining services (including meals/snacks), planned activities, housekeeping services, linen and laundry service, 24-hour supervision, case management, personal care assistance, medication assistance, and development and maintenance of each resident's individualized service plan. Please refer to Exhibit III.A.1, Flat Fee Arrangements (Special Needs) and Exhibit II, Disclosure Statement, of the residency agreement for further details on the flat fee arrangements and eligibility for the program.

- Staffing levels will be appropriate for the level of care needed to perform and carry out the tasks that the resident requires.

- Staff education and training work experience will be dependent on the level of care that the staff is assigned to complete. These include:
  1. Level of care commensurate with Adult Home staff requiremets;
  2. Level of care for higher acuity residents whose training is commensurate with Home Health Aide certification.
  3. Initial orientation which includes the basic concepts of Assisted Living, age related changes, the concept of aging in place, documentation, promoting a home-like environment, resident rights, and functions to be completed.
  4. Continued mandatory in-service training throughout the year that review the fundamental principles and skills necessary to assist aging frail elderly seniors who may have cognitive and physical impairment and dementia.

- Any environmental modifications that have been made to protect the health, safety and welfare of persons in the Residence. None; the facility is fully equipped with all the necessary safety devices.

IV. 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: _____ _____ POA
(Signature of Resident's Legal Representative)

Dated: 4/14/22 Celina Watson, Executive Direct
(Signature of Operator or Operator's Representative)

THE KENSINGTON

An Assisted Living Residence

WHITE PLAINS

RESERVATION AGREEMENT

This is a Reservation Agreement between White Plains Kensington, LLC ("the Operator") and Matthew Iatridis ("you" or Applicant") to reserve a Suite at The Kensington effective June 18, 2023

1. You are paying a one-time Community Fee equal to one month's rent when you sign this Agreement. The Community Fee covers: the cost of evaluating and processing all of the information you provide in connection with your application, including health and health-related information; your initial personal care needs assessment and service plan, and administrative documentation and processing. It also covers the extra attention and care we provide to help with your move to the community such as assistance upon move-in, orienting you and your family, more intensive checks during your first weeks as a resident and many other steps we take and services we provide to assist you in moving and enjoying life at our community.

   a. If you start out in Assisted Living and at a later date move to Memory Care, you will pay the difference one time only of the Community Fee for the new Suite. If you start out in Connections and at a later date move to Haven, you will pay the difference one time only of the Community Fee for the new Suite.

2. The Community Fee is non-refundable except as described below:
   a. There is a change in your health, which prevents you from moving to the Community, as certified by a physician.
   b. The Community is unable to meet your needs based on the Nursing Assessment results.
   c. Upon termination of the Residency Agreement, the balance of the Community Fee is refundable on a pro-rated basis according to the following schedule:
      1) The first $1000 of the community fee is non-refundable.
      2) Within the first 60 days- the amount that is refundable (total amount of community fee minus $1000) is pro-rated on a daily basis. For example, if a residency agreement is terminated after 40 days, the refund would be for the remaining 20 days.
      3) After 60 days- the community fee is 100% non-refundable.

3. We will notify you as soon as your Suite is available. Once notified, you and The Kensington will enter into a Residency and Services Agreement within seven (7) days of notification.

4. I wish to reserve Suite Number/Suite Type: 507 A Monthly Fee $15,676

5. This Reservation Agreement is not a Lease and does not guarantee the right to occupy a Suite at The Kensington. By signing below, you accept the terms of this Agreement.

X [signature], POA
Applicant's Signature

6/16/23
Date

[signature]
Community Representative

Co-Applicant's Signature

Date

Date