

SETTLEMENT AGREEMENT AND RELEASE

BETWEEN AND AMONG

**BEAR MOUNTAIN HEALTHCARE LLC
BEAR MOUNTAIN MANAGEMENT COMPANY, LLC
JTRP, LLC**

**BEAR MOUNTAIN 320 OPERATING LLC D/B/A
TIMBERLYN HEIGHTS NURSING AND REHABILITATION**

**BEAR MT MATTAPAN, LLC D/B/A
MATTAPAN HEALTH & REHABILITATION CENTER**

**BEAR MT PARKWAY, LLC D/B/A
PARKWAY HEALTH & REHABILITATION CENTER**

**BEAR MT WEST ROXBURY, LLC D/B/A
WEST ROXBURY HEALTH & REHABILITATION CENTER**

**BEAR MT FALL RIVER LLC D/B/A
CARVALHO GROVE HEALTH & REHABILITATION CENTER**

**BEAR MT FRANKLIN LLC D/B/A
CEDARWOOD GARDENS HEALTH & REHABILITATION CENTER**

**BEAR MT NEWBURYPORT LLC D/B/A
BRIGHAM HEALTH & REHABILITATION CENTER
BEAR MT NORTH ANDOVER, LLC D/B/A PRESCOTT HOUSE**

**BEAR MT STOUGHTON LLC D/B/A
BLUE HILLS HEALTH & REHABILITATION CENTER**

**BEAR MT SWANSEA LLC D/B/A
COUNTRY GARDENS HEALTH & REHABILITATION CENTER**

BEAR MT WESTFORD, LLC D/B/A WESTFORD HOUSE

and

**COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES**

and

**COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL**

PARTIES

This Settlement Agreement and Release (“Agreement”) is entered into as of June 26, 2026 between and among the Massachusetts Executive Office of Health and Human Services (“EOHHS”), limited to its role as the single state agency for Medicaid (“MassHealth”); the Medicaid Fraud Division (“MFD”) of the Commonwealth of Massachusetts Office of the Attorney General (“Attorney General”), Bear Mountain Healthcare LLC (“Bear Mountain Healthcare”), Bear Mountain Management Company, LLC (“Bear Mountain Management”), JTRP, LLC (“JTRP”), Bear Mountain 320 Operating LLC d/b/a Timberlyn Heights Nursing and Rehabilitation (“Timberlyn Heights”), Bear MT Mattapan, LLC d/b/a Mattapan Health & Rehabilitation Center (“Bear MT Mattapan”), Bear MT Parkway, LLC d/b/a Parkway Health & Rehabilitation Center (“Bear MT Parkway”), Bear MT West Roxbury, LLC d/b/a West Roxbury Health & Rehabilitation Center (“Bear MT West Roxbury”), Bear MT Fall River LLC d/b/a Carvalho Grove Health & Rehabilitation Center (“Bear MT Fall River”), Bear MT Franklin LLC d/b/a Cedarwood Gardens Health & Rehabilitation Center (“Bear MT Franklin”), Bear MT Newburyport LLC d/b/a Brigham Health & Rehabilitation Center (“Bear MT Newburyport”), Bear MT North Andover, LLC d/b/a Prescott House (“Bear MT North Andover”), Bear MT Stoughton LLC d/b/a Blue Hills Health & Rehabilitation Center (“Bear MT Stoughton”), Bear Mt Swansea LLC d/b/a Country Gardens Health & Rehabilitation Center (“Bear MT Swansea”), and Bear Mountain Westford, LLC d/b/a Westford House (“Bear MT Westford”).

Bear Mountain Healthcare is a limited liability company organized in Connecticut and registered as a foreign limited liability company in the Commonwealth. Bear Mountain Management is a single member limited liability company formed in the Commonwealth. Bear Mountain Management is 100% owned by Bear Mountain Healthcare. JTRP is a limited liability company organized in the Commonwealth located at 320 Maple Avenue, Great Barrington, Massachusetts. Bear Mountain Healthcare, Bear Mountain Management, and JTRP are hereinafter collectively referred to as “Bear Mountain.”

Timberlyn Heights is a skilled nursing facility located at 320 Maple Avenue, Great Barrington, Massachusetts, which is operated by JTRP LLC (“JTRP”) and managed by Bear Mountain Management Company, LLC.

During the relevant time period as defined below in the Preamble, Bear MT Mattapan, Bear MT Parkway, and Bear MT West Roxbury were skilled nursing facilities in the Commonwealth, which were operated and managed by Bear Mountain. Bear MT Mattapan was located at 405 River Street, Mattapan, Massachusetts. Bear MT Parkway was located at 1190 VFW Parkway, Mattapan, Massachusetts. Bear MT West Roxbury was located at 5060 Washington Street, West Roxbury, Massachusetts. Bear MT Mattapan, Bear MT Parkway, and Bear MT West Roxbury were sold by Bear Mountain to an unrelated third-party, Elderwood Administrative Services, LLC (“Elderwood”), but Elderwood and some of the former owners of Bear Mountain entered into a Sub-Administrative Services Agreement dated February 13, 2026. Phoenix has now provided Elderwood with a 60-day written notice of termination of the Sub-Administrative Service Agreement. Bear MT Mattapan, Bear MT Parkway, and Bear MT West Roxbury are hereinafter collectively referred to as the “Boston Skilled Nursing Facilities.”

During the relevant time period as defined below in the Preamble, Bear Mountain acquired, managed, and thereafter sold/transferred additional skilled nursing facilities in the Commonwealth. These skilled nursing facilities were Bear MT Fall River, Bear MT Franklin, Bear MT Newburyport, Bear MT North Andover, Bear MT Stoughton, Bear Mountain Swansea, and Bear MT Westford and are hereinafter collectively referred to as the “Additional Skilled Nursing Facilities.”

Together, EOHHS, the Attorney General, Bear Mountain, Timberlyn Heights, the Boston Skilled Nursing Facilities, and the Additional Skilled Nursing Facilities are hereinafter collectively referred to as “the Parties.”

PREAMBLE

1. WHEREAS, this Agreement arises out of potential claims the Attorney General has against Bear Mountain, Timberlyn Heights, the Boston Skilled Nursing Facilities, and the Additional Skilled Nursing Facilities relating to their care of residents during the period April 1, 2021 and continuing up to December 19, 2025 (the “relevant time period”);
2. WHEREAS, Timberlyn Heights, the Boston Skilled Nursing Facilities, and the Additional Skilled Nursing Facilities were licensed by the Massachusetts Department of Public Health (“DPH”) pursuant to G.L. c. 111, § 71, as well as subject to state and federal regulations, including, but not limited to 42 C.F.R. § 483 et seq., 105 C.M.R. § 150.00, et seq., and 940 C.M.R. § 4.00, et seq.;
3. WHEREAS, this Agreement addresses the following “Covered Conduct” for the relevant time period:
 - a. The Attorney General, through MFD, has conducted an investigation into the care and treatment delivered to residents at facilities operated by Bear Mountain during the relevant time period.
 - b. As a result of this investigation, the Attorney General contends that:
 - i. The facilities managed by Bear Mountain, including Timberlyn Heights and the Boston Skilled Nursing Facilities, failed to ensure that they had sufficient staff to meet resident needs, including systemically failing to comply with minimum staffing standards required by Massachusetts regulations at 105 C.M.R. § 150.007(B)(2)-(4);
 - ii. Bear Mountain’s owners were aware that, in certain quarters, some of the facilities they owned and operated did not meet the 3.58 hours per patient day threshold established by 101 C.M.R. § 206.13;
 - iii. The insufficient staffing levels at facilities managed by Bear Mountain led to resident harm, including medication errors, development and worsening

of pressure ulcers, injuries to residents from failed transfers that required additional staff support, and resident elopements from facilities.

- iv. Bear Mountain’s owners took significant salaries and distributions from the facilities during the duration of their ownership.
- c. The Attorney General contends that the conduct of Bear Mountain, Timberlyn Heights, the Boston Skilled Nursing Facilities, and the Additional Skilled Nursing Facilities resulted in the submission of false claims for nursing services to MassHealth in violation of the Massachusetts False Claims Act, G.L. c. 12, §§ 5A, et seq.
- d. The Attorney General contends that the conduct of Bear Mountain, Timberlyn Heights, the Boston Skilled Nursing Facilities, and the Additional Skilled Nursing Facilities resulted in failures to comply with state and federal regulations, including but not limited to: 42 C.F.R. § 483.10(a)(1)-(2), 42 C.F.R. § 483.10(b)(1)-(2), 42 C.F.R. § 483.10(e)(1), 42 C.F.R. § 483.10(f)(1)-(3), (8), 42 C.F.R. § 483.10(1)-(7), 42 C.F.R. § 483.12(a)(1)-(2), 42 C.F.R. § 483.12(c)(1)(4), 42 C.F.R. § 483.15(c)(3)-(8), 42 C.F.R. § 483.21(b)(1)-(5)(ii)(iii), 42 C.F.R. § 483.25, 42 C.F.R. § 483.35, 42 C.F.R. § 483.45(f)(2), 42 C.F.R. § 483.90, and 105 C.M.R. § 150.007(A) and 105 C.M.R. § 150.007(B)(2)-(5). The Attorney General contends that failure to comply with federal and state regulations applicable to long-term care facilities violated G.L. c. 93A § 2(a), per 940 C.M.R. § 4.02.
- e. The Attorney General contends that the conduct of Bear Mountain, Timberlyn Heights, the Boston Skilled Nursing Facilities, and the Additional Skilled Nursing was in violation of G.L. c. 111, § 72K.

5. WHEREAS, Phoenix Healthcare Management, LLC (“Phoenix”) is a limited liability company organized in the Commonwealth on October 16, 2025 and is located at 178 New Bridge Street, West Springfield, Massachusetts. Two of the members and owners of Phoenix are former owners of Bear Mountain. Phoenix currently provides services to the Boston Skilled Nursing Facilities pursuant to a Sub-Administrative Services Agreement.

6. WHEREAS, by entering into this Agreement, the Parties wish to avoid the costs and burdens of litigation proceedings and seek to reach an Agreement that will fully and finally settle the Covered Conduct any and all related claims.

TERMS AND CONDITIONS

NOW, THEREFORE, in reliance on the representations contained herein and in consideration of the mutual promises, covenants, and obligations set forth in this Agreement, and for good and valuable consideration as stated herein, the Parties agree to the following Terms and Conditions:

1. **Full and Final Settlement:** This Agreement is intended to settle and resolve with finality the Covered Conduct which occurred during the relevant time period. To effectuate such purpose, and in accordance with the mutual covenants and agreements contained herein, and with full authority to enter into this Agreement, the Parties hereby enter into and execute and agree to be bound by all of its provisions.
2. **Agreement Effective Upon Signing:** This Agreement shall be final and binding only upon a signing by all Parties hereto and shall be effective on the date it has been signed by all Parties (the “Effective Date”).
3. **No Admission or Denial of Wrongdoing:** By entering into this Agreement, Bear Mountain, Timberlyn Heights, the Boston Skilled Nursing Facilities, and the Additional Skilled Nursing Facilities neither admit nor deny the contentions identified in the Covered Conduct. Bear Mountain, Timberlyn Heights, the Boston Skilled Nursing Facilities, and the Additional Skilled Nursing Facilities agree not to make or authorize to be made any public statement denying, directly or indirectly, any of the Covered Conduct or creating the impression that the Covered conduct is without factual bases. Nothing in this Agreement affects (i) the testimonial obligations; or (ii) the right to take legal positions in administrative proceedings, litigation, or other legal proceedings of Bear Mountain, Timberlyn Heights, the Boston Skilled Nursing Facilities, and the Additional Skilled Nursing Facilities.
4. **Independent Compliance Monitoring Program**
 - a. **Contract with Independent Compliance Monitor:** Timberlyn Heights agrees to contract, at its own expense, with an Independent Compliance Monitor (the “Independent Compliance Monitor”), no later than sixty (60) days from the Effective Date.
 - b. **MFD Approval Required:** Timberlyn Heights agrees to identify the Independent Compliance Monitor it proposes to retain for MFD approval. MFD will timely approve or reject the Independent Compliance Monitor proposed. Timberlyn Heights will not contract with the Independent Compliance Monitor until MFD approves of the Independent Compliance Monitor.
 - c. **Scope of Responsibilities:** The Independent Compliance Monitor will conduct monitoring of Timberlyn Heights’s staffing, including competencies, recruitment, retention, budgeted staffing levels, scheduling, finances allocated for staffing and staffing initiatives, regulatory compliance, and quality of care delivered to residents. The Independent Compliance Monitor shall also review and approve all Facility Improvements to be made utilizing the Facility Improvement Fund, as those terms are defined in Paragraph 5(b) of the Terms and Conditions.
 - d. **Baseline Assessment:** The monitoring program will begin with a baseline assessment of Timberlyn Heights, which will be conducted by the Independent Compliance Monitor within six (6) months from the Effective Date, with the

assessment provided to Timberlyn Heights and MFD. As part of the baseline assessment, the Independent Compliance Monitor will conduct on-site visit(s) at Timberlyn Heights and review and assess the quality and sufficiency of its staffing and compliance with regulations concerning facility staffing, as well as quality of care and compliance with regulations that have a material impact on quality of care. Prior to finalizing its baseline assessment, the Independent Compliance Monitor will confer with Timberlyn Heights regarding its preliminary findings and allow Timberlyn Heights to respond to any issues or concerns raised. Within thirty (30) days of receipt of the Monitor's final baseline assessment, Timberlyn Heights will submit to the Independent Compliance Monitor a proposed compliance plan for any deficiencies identified in the final baseline assessment. Within thirty (30) days of receipt of the proposed compliance plan, the Independent Compliance Monitor will review with Timberlyn Heights and develop a final compliance plan, which will be provided to Timberlyn Heights and MFD. MFD will be entitled to share the baseline assessment and final compliance plan with MassHealth and DPH.

- e. Bi-Annual Audits: Every six (6) months thereafter, the Independent Compliance Monitor will conduct an on-site review of Timberlyn Heights and draft a report documenting their review of the implementation of the final compliance plan, the facility's staffing, including recruitment, retention, budgeted staffing levels, actual staffing levels, scheduling, finances allocated for staffing, regulatory compliance, implementation of any compliance plan related to any previously identified deficiencies, and quality of care. The assessment of quality of care will include a review of fifteen percent (15%) of the patient care plans for all residents who, at the time of the review, reside at the facility. Based on this review, the Independent Compliance Monitor will identify any deficiencies in implementation of the compliance plan, staffing, and quality of care and propose corrective action and submit a report to Timberlyn Heights and MFD. Before finalizing its report, the Independent Compliance Monitor shall confer with Timberlyn Heights regarding its proposed findings and allow Timberlyn Heights to respond to any asserted deficiencies. MFD will be entitled to share the audit reports with MassHealth and DPH.

- f. Deficiencies: As to any deficiencies reported to MFD by the Independent Compliance Monitor during its bi-annual audits, Timberlyn Heights will submit to MFD and to the Independent Compliance Monitor, within thirty (30) days of such report, a correction plan, which identifies remedial steps to be taken and a calculation of any overpayments and/or applicable administrative or civil restitution, fines, or penalties. The Independent Compliance Monitor will assess implementation of any correction plan at subsequent bi-annual audits.

- g. Duration of Monitoring: The monitoring program for Timberlyn Heights described above will be for a presumptive term of three (3) years, but if Timberlyn Heights has failed to exhaust the entire \$1,000,000 required to be expended for Facility Improvements pursuant to Paragraph 5(b) of the Terms and

Conditions, the monitoring program and the obligation to pay for same shall remain in effect until all such monies are disbursed.

- h. Access to Records and Employees: The Independent Compliance Monitor will have access to all documents, including medical, resident treatment, staffing, scheduling, payroll, budget, ledger, financial, hiring and/or recruitment records, electronic medical records, and software or any other types of records within the access, custody, or control of Timberlyn Heights, as deemed relevant by the Independent Compliance Monitor. Timberlyn Heights will make available any employees, patients, contractors, or sub-contractors deemed necessary for interviews by the Independent Compliance Monitor.
- i. Breach: If Timberlyn Heights refuses to participate in the monitoring program, materially fails to perform its duties or meet its obligations under Paragraph 4 of the Terms and Conditions of this Agreement, refuses to implement material aspects of the compliance plan and/or correction plans, or refuses or obstructs access to records or individuals to which the Independent Compliance Monitor is entitled, as reflected in the within Paragraph 4, described above, and if such condition is not cured within thirty (30) days of notice of said condition by the Independent Compliance Monitor to Timberlyn Heights, then Timberlyn Heights will be in breach of this Agreement. Upon breach, Timberlyn Heights will be liable for liquidated damages equal to the Total Settlement Amount due under this Agreement as defined in Paragraph 5 of the Terms and Conditions set forth below, less sums already paid to the Commonwealth or expended pursuant to Paragraph 5, which will become due and payable within thirty (30) days. Interest will accrue at the rate of twelve percent (12%) per annum compounded daily from the date of breach until liquidated damages are paid.
- j. Suspension, Termination or Exclusion for Breach: In the event of breach, EOHHS may pursue suspension, termination, or exclusion of Timberlyn Heights from participating in MassHealth pursuant to the procedures set forth in 130 C.M.R. §§ 450 et seq. EOHHS will provide written notice of any proposed suspension, termination, or exclusion to Timberlyn Heights in accordance with applicable regulations. The pursuit of suspension, termination, or exclusion for breach is in addition to, and not in lieu of, the damages identified in this Agreement or remedies otherwise available in law or equity.
- k. Skilled Nursing Facilities Acquired, Operated, Supported or Subject to a Services Agreement After the Effective Date: If Bear Mountain, its predecessors, successors, transferees, heirs, assigns, current and former members, directors, officers, managers, agents, parents, subsidiaries, divisions, and/or affiliates, including Phoenix, operates, manages, has a services agreement with, or acquires any skilled nursing facility located in the Commonwealth at any time after the Effective Date, each such skilled nursing facility shall contract, at their own expense, with an Independent Compliance Monitor, no later than sixty (60) days from acquisition, to monitor such skilled nursing facility. The monitorship

requirement shall not apply to purely payroll, billing, accounting, construction, or maintenance services. The monitoring program for any skilled nursing facilities acquired after the Effective Date shall have the same requirements as those set forth above for Timberlyn Heights, including that it shall last for a duration of three (3) years.

5. **Monetary Settlement Amount:** Bear Mountain and Timberlyn Heights agree, on a joint and several basis, to pay \$2,750,000.00 (the “Total Monetary Settlement Amount”). The manner and means of payment shall be as follows:
- a. **Payments to the Attorney General:** Bear Mountain and Timberlyn Heights, jointly and severally, shall pay the Commonwealth a total of \$1,750,000.00, of which \$875,000.00 shall constitute restitution as set forth in 26 U.S.C. § 162(f)(2)(A)(ii). These payments shall be divided evenly as restitution to EOHHS and penalties, as described below:
 - i. Within thirty (30) days of the Effective Date, Bear Mountain and Timberlyn Heights shall pay \$750,000.00.
 - ii. Within six (6) months of the Effective Date, Bear Mountain and Timberlyn Heights shall pay \$250,000.00.
 - iii. Within twelve (12) months of the Effective Date, Bear Mountain and Timberlyn Heights shall pay \$250,000.00.
 - iv. Within eighteen (18) months of the Effective Date, Bear Mountain and Timberlyn Heights shall pay \$250,000.00.
 - v. Within twenty-four (24) months of the Effective Date, Bear Mountain and Timberlyn Heights shall pay \$250,000.00.

The Attorney General may designate the civil penalties received under this settlement to the Commonwealth’s Long-Term Care Facility Quality Improvement Fund (G.L. c. 29, § 2UUUU).

- b. **Facility Improvements at Timberlyn Heights:** Within one hundred twenty (120) days of the Effective Date, JTRP and Timberlyn Heights shall establish a separate fund which will be funded in the total amount of \$1,000,000.00 as set forth in the timing schedule below (the “Facility Improvement Fund”) to be used exclusively for the benefit of the residents of Timberlyn Heights or any other facility subsequently acquired and operated by Bear Mountain, its predecessors, successors, transferees, heirs, assigns, current and former members, directors, officers, administrators, managers, agents, parents, subsidiaries, divisions, and/or affiliates, including Phoenix (the “Facility Improvement Fund”). The Facility Improvement Fund shall be utilized solely to fund improvements in care for residents, as approved by the Compliance Monitor. Those improvements shall

include, but not be limited to, enhanced staffing, enhanced compensation and benefits for direct care staff (including bonuses and overtime), direct care staff recruitment and retention, quality of care improvements for residents, and improved compliance functions.

All transfers and expenditures from the Facility Improvement Fund are subject to approval by the Compliance Monitor. The Facility Improvement Fund shall be established at a financial institution licensed in the Commonwealth.

Bear Mountain and Timberlyn Heights shall deposit the below listed amounts into the Facility Improvement Funds according to the following schedule:

- i. A minimum of \$333,333.34 on or before nine (9) months of the Effective Date;
- ii. A minimum of \$333,333.33 on or before twenty-one (21) months of the Effective Date; and
- iii. A minimum of \$333,333.33 on or before thirty-three (33) months of the Effective Date.

All funds in the Facility Improvement Fund must be both approved by the Independent Compliance Monitor and paid out according to the following schedule:

- i. A minimum of \$333,333.34 within one year of the Effective Date;
- ii. A minimum of \$333,333.33 within two years of the Effective Date; and
- iii. A minimum of \$333,333.33 within three years of the Effective Date.

Under no circumstances may Bear Mountain, Timberlyn Heights, their predecessors, successors, transferees, heirs, assigns, current and former members, directors, officers, administrators, managers, agents, parents, subsidiaries, divisions, and/or affiliates, including Phoenix, or any facility subsequently acquired and/or operated by Bear Mountain or Phoenix, their predecessors, successors, transferees, heirs, assigns, current and former members, directors, officers, administrators, managers, agents, parents, subsidiaries, divisions, and/or affiliates, withdraw funds from the Facility Improvement Fund except as contemplated by the provisions of this Agreement. Payment for the Independent Compliance Monitor shall not be drawn or otherwise derived from the Facility Improvement Fund.

All funds paid into the Facility Improvement Fund by Bear Mountain or Timberlyn Heights are additional to and not in limitation of their obligations to

DPH and MassHealth and MassHealth members to provide appropriate, adequate, and timely care for residents of its skilled nursing facilities.

6. **The Release:** In consideration of the execution of this Agreement and the Total Monetary Settlement Amount outlined above in Paragraph 5 of Terms and Conditions:
- a. EOHHS and the Attorney General hereby release Bear Mountain, Timberlyn Heights, and the skilled nursing facilities and entities listed in Exhibit A the Boston Skilled Nursing Facilities, and the Additional Skilled Nursing Facilities, their predecessors, successors, transferees, heirs, and assigns, and their current and former directors, officers, managers, employees, and agents, parents, subsidiaries, divisions, and affiliates, individually and collectively, from all civil and administrative claims or causes of action which were or could have been raised in any civil or administrative action or proceeding relating to the Covered Conduct, and from any claims, counterclaims, agreements, contracts, duties, damages, demands, costs, losses, and expenses (including attorneys' fees and litigation costs actually incurred) of any nature whatsoever, in law or in equity, whether statutory or common law, arising in any way from the Covered Conduct, the Attorney General's investigation pertaining to the Covered Conduct, and/or this Agreement.
 - b. The release provided in Paragraph 6(a) of the Terms and Conditions ("the Release") is limited to civil and administrative liability arising from the Covered Conduct and does not extend to liability arising from any other conduct of Bear Mountain, Timberlyn Heights, the Boston Skilled Nursing Facilities, or the Additional Skilled Nursing Facilities.
 - c. This Agreement represents a final settlement between the Parties of the matter, and it shall not bind any private entity or any state government entity other than EOHHS and the Attorney General. This Agreement shall not bind any federal government entity, including the United States.
 - d. Bear Mountain, Timberlyn Heights, the Boston Skilled Nursing Facilities, and the Additional Skilled Nursing Facilities hereby release the EOHHS and the Attorney General, their predecessors, successors, officers, employees, and agents, individually and collectively, from all civil or administrative liability, and from any claims, counterclaims, agreements, contracts, duties, damages, demands, costs, losses, and expenses (including attorneys' fees and litigation costs actually incurred) of any nature whatsoever, in law or in equity, whether statutory or common law, arising in any way from the Covered Conduct, the Attorney General's investigation pertaining to the Covered Conduct, and/or this Agreement.
7. **No Appeal:** The terms of this Agreement shall not be subject to appeal in any forum. This Agreement is a settlement agreement. It is not a final agency action for the purpose of G.L. c. 30A, § 14.

8. **Voluntary and Freely:** The Parties each represent that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.
9. **Execution of Original Agreement in Triplicate:** This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same Agreement. Facsimiles and electronic copies of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.
10. **Signatories are Authorized to Sign:** Each person who signs this Agreement in a representative capacity warrants that s/he is duly authorized to do so.
11. **Binding on Successors:** This Agreement shall be binding on all successors, transferees, heirs, and assigns of the Parties.
12. **Entire Agreement:** This Agreement constitutes the full and complete agreement between and among the Parties with respect to the subject matters hereof and supersedes any and all other written or oral communications or agreements related thereto.
13. **Governing Law:** This Agreement shall be governed in all respects by the laws of the Commonwealth of Massachusetts.
14. **Modification:** This Agreement may be modified only in a writing signed by or on behalf of all Parties to this Agreement.

SIGNATURE PAGES FOLLOW

BEAR MOUNTAIN HEALTHCARE LLC

By: 

Scott L. Ziskin, Member, Manager and Owner
Bear Mountain Healthcare LLC
130 South Main Street
Thomaston, CT 06787

Dated: June 26, 2026

By: _____
Michael Kaplan, Member, Manager and Owner
Bear Mountain Healthcare LLC
130 South Main Street
Thomaston, CT 06787

Dated: June __, 2026

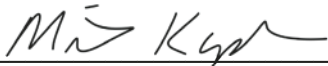
By: _____
David S. Schumacher, Esq.
Counsel for Bear Mountain Healthcare LLC
Hooper, Lundy & Bookman, P.C.
470 Atlantic Avenue, Suite 1201
Boston, MA 02210

Dated: June ____, 2026

BEAR MOUNTAIN HEALTHCARE LLC

By: _____
Scott L. Ziskin, Member, Manager and Owner
Bear Mountain Healthcare LLC
130 South Main Street
Thomaston, CT 06787

Dated: June ____, 2026

By:  _____
Michael Kaplan, Member, Manager and Owner
Bear Mountain Healthcare LLC
130 South Main Street
Thomaston, CT 06787

Dated: June 26, 2026

By: _____
David S. Schumacher, Esq.
Counsel for Bear Mountain Healthcare LLC
Hooper, Lundy & Bookman, P.C.
470 Atlantic Avenue, Suite 1201
Boston, MA 02210

Dated: June ____, 2026

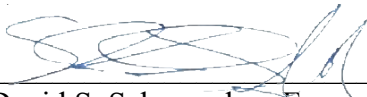
BEAR MOUNTAIN HEALTHCARE LLC

By: _____
Scott L. Ziskin, Member, Manager and Owner
Bear Mountain Healthcare LLC
130 South Main Street
Thomaston, CT 06787

Dated: June ___, 2026

By: _____
Michael Kaplan, Member, Manager and Owner
Bear Mountain Healthcare LLC
130 South Main Street
Thomaston, CT 06787

Dated: June ___, 2026

By:  _____
David S. Schumacher, Esq.
Counsel for Bear Mountain Healthcare LLC
Hooper, Lundy & Bookman, P.C.
470 Atlantic Avenue, Suite 1201
Boston, MA 02210

Dated: June 25, 2026

BEAR MOUNTAIN MANAGEMENT COMPANY, LLC

By: 

Scott L. Ziskin, Member, Manager and Owner
Bear Mountain Management Company, LLC
130 South Main Street
Thomaston, CT 06787

Dated: June 26, 2026

By: _____
Michael Kaplan, Member and Owner
Bear Mountain Management Company, LLC
130 South Main Street
Thomaston, CT 06787

Dated: June __, 2026

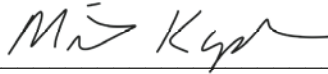
By: _____
David S. Schumacher, Esq.
Counsel for Bear Mountain Management Company,
LLC
Hooper, Lundy & Bookman, P.C.
470 Atlantic Avenue, Suite 1201
Boston, MA 02210

Dated: June __, 2026

BEAR MOUNTAIN MANAGEMENT COMPANY, LLC

By: _____
Scott L. Ziskin, Member, Manager and Owner
Bear Mountain Management Company, LLC
130 South Main Street
Thomaston, CT 06787

Dated: June ____, 2026

By:  _____
Michael Kaplan, Member and Owner
Bear Mountain Management Company, LLC
130 South Main Street
Thomaston, CT 06787

Dated: June 26, 2026

By: _____
David S. Schumacher, Esq.
Counsel for Bear Mountain Management Company,
LLC
Hooper, Lundy & Bookman, P.C.
470 Atlantic Avenue, Suite 1201
Boston, MA 02210

Dated: June ____, 2026

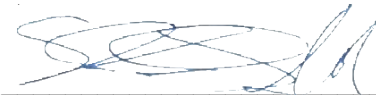
BEAR MOUNTAIN MANAGEMENT COMPANY, LLC

By: _____
Scott L. Ziskin, Member, Manager and Owner
Bear Mountain Management Company, LLC
130 South Main Street
Thomaston, CT 06787

Dated: June ____, 2026

By: _____
Michael Kaplan, Member and Owner
Bear Mountain Management Company, LLC
130 South Main Street
Thomaston, CT 06787

Dated: June __, 2026

By:  _____
David S. Schumacher, Esq.
Counsel for Bear Mountain Management Company,
LLC
Hooper, Lundy & Bookman, P.C.
470 Atlantic Avenue, Suite 1201
Boston, MA 02210

Dated: June 25, 2026

JTRP, LLC

By: 

Scott L. Ziskin, Member, Manager and Owner
JTRP, LLC
320 Maple Avenue
Great Barrington, MA 01230

Dated: June 26, 2026

By: _____
Thomas J. Doyle, II, Member and Owner
JTRP, LLC
320 Maple Avenue
Great Barrington, MA 01230

Dated: June ___, 2026

By: _____
John Wynne, Member and Owner
JTRP, LLC
320 Maple Avenue
Great Barrington, MA 01230

Dated: June ___, 2026

By: _____
David S. Schumacher, Esq.
Counsel for JTRP, LLC
Hooper, Lundy & Bookman, P.C.
470 Atlantic Avenue, Suite 1201
Boston, MA 02210

Dated: June ___, 2026

JTRP, LLC

By: _____
Scott L. Ziskin, Member, Manager and Owner
JTRP, LLC
320 Maple Avenue
Great Barrington, MA 01230

Dated: June ____, 2026

By: Thomas H Doyle II
Thomas J. Doyle, II, Member and Owner
JTRP, LLC
320 Maple Avenue
Great Barrington, MA 01230

Dated: June 26, 2026

By: _____
John Wynne, Member and Owner
JTRP, LLC
320 Maple Avenue
Great Barrington, MA 01230

Dated: June ____, 2026

By: _____
David S. Schumacher, Esq.
Counsel for JTRP, LLC
Hooper, Lundy & Bookman, P.C.
470 Atlantic Avenue, Suite 1201
Boston, MA 02210

Dated: June ____, 2026

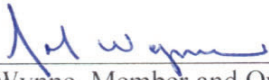
JTRP, LLC

By: _____
Scott L. Ziskin, Member, Manager and Owner
JTRP, LLC
320 Maple Avenue
Great Barrington, MA 01230

Dated: June ____, 2026

By: _____
Thomas J. Doyle, II, Member and Owner
JTRP, LLC
320 Maple Avenue
Great Barrington, MA 01230

Dated: June ____, 2026

By:  _____
John Wynne, Member and Owner
JTRP, LLC
320 Maple Avenue
Great Barrington, MA 01230

Dated: June 26, 2026

By: _____
David S. Schumacher, Esq.
Counsel for JTRP, LLC
Hooper, Lundy & Bookman, P.C.
470 Atlantic Avenue, Suite 1201
Boston, MA 02210

Dated: June ____, 2026

JTRP, LLC

By: _____
Scott L. Ziskin, Member, Manager and Owner
JTRP, LLC
320 Maple Avenue
Great Barrington, MA 01230

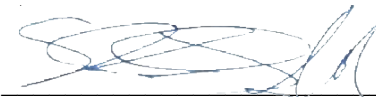
Dated: June ____, 2026

By: _____
Thomas J. Doyle, II, Member and Owner
JTRP, LLC
320 Maple Avenue
Great Barrington, MA 01230

Dated: June ____, 2026


By: _____
John Wynne, Member and Owner
JTRP, LLC
320 Maple Avenue
Great Barrington, MA 01230

Dated: June ____, 2026

By:  _____
David S. Schumacher, Esq.
Counsel for JTRP, LLC
Hooper, Lundy & Bookman, P.C.
470 Atlantic Avenue, Suite 1201
Boston, MA 02210

Dated: June 25, 2026

BEAR MT MATTAPAN, LLC
d/b/a Mattapan Health & Rehabilitation Center

By: 

Scott L. Ziskin, Manager, Member and Owner
Bear MT Mattapan, LLC
130 South Main Street
Thomaston, CT 06787

Dated: June 26, 2026

By: _____
Michael Kaplan, Manager, Member and Owner
Bear MT Mattapan, LLC
130 South Main Street
Thomaston, CT 06787

Dated: June __, 2026

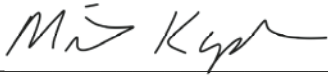
By: _____
David S. Schumacher, Esq.
Counsel for Bear MT Mattapan, LLC
Hooper, Lundy & Bookman, P.C.
470 Atlantic Avenue, Suite 1201
Boston, MA 02210

Dated: June __, 2026

BEAR MT MATTAPAN, LLC
d/b/a Mattapan Health & Rehabilitation Center

By: _____
Scott L. Ziskin, Manager, Member and Owner
Bear MT Mattapan, LLC
130 South Main Street
Thomaston, CT 06787

Dated: June ____, 2026

By:  _____
Michael Kaplan, Manager, Member and Owner
Bear MT Mattapan, LLC
130 South Main Street
Thomaston, CT 06787

Dated: June 26, 2026

By: _____
David S. Schumacher, Esq.
Counsel for Bear MT Mattapan, LLC
Hooper, Lundy & Bookman, P.C.
470 Atlantic Avenue, Suite 1201
Boston, MA 02210

Dated: June ____, 2026

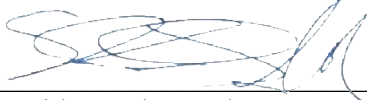
BEAR MT MATTAPAN, LLC
d/b/a Mattapan Health & Rehabilitation Center

By: _____
Scott L. Ziskin, Manager, Member and Owner
Bear MT Mattapan, LLC
130 South Main Street
Thomaston, CT 06787

Dated: June ____, 2026

By: _____
Michael Kaplan, Manager, Member and Owner
Bear MT Mattapan, LLC
130 South Main Street
Thomaston, CT 06787

Dated: June __, 2026

By: 

David S. Schumacher, Esq.
Counsel for Bear MT Mattapan, LLC
Hooper, Lundy & Bookman, P.C.
470 Atlantic Avenue, Suite 1201
Boston, MA 02210

Dated: June 25, 2026

BEAR MOUNTAIN 320 OPERATING LLC

By:



Christopher Duncan, Member, Manager and Owner
Bear Mountain 320 Operating LLC
130 South Main Street
Thomaston, CT 06787

Dated: June 26, 2026

By:

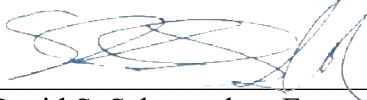
David S. Schumacher, Esq.
Counsel for Bear Mountain 320 Operating LLC
Hooper, Lundy & Bookman, P.C.
470 Atlantic Avenue, Suite 1201
Boston, MA 02210

Dated: June ____, 2026

BEAR MOUNTAIN 320 OPERATING LLC

By: _____
Christopher Duncan, Member, Manager and Owner
Bear Mountain 320 Operating LLC
130 South Main Street
Thomaston, CT 06787

Dated: June ____, 2026

By:  _____
David S. Schumacher, Esq.
Counsel for Bear Mountain 320 Operating LLC
Hooper, Lundy & Bookman, P.C.
470 Atlantic Avenue, Suite 1201
Boston, MA 02210

Dated: June 25, 2026

BEAR MT PARKWAY, LLC
d/b/a Parkway Health & Rehabilitation Center

By: 

Scott L. Ziskin, Manager, Member and Owner
Bear MT Parkway, LLC
130 South Main Street
Thomaston, CT 06787

Dated: June 26, 2026

By: _____
Michael Kaplan, Manager, Member and Owner
Bear MT Parkway, LLC
130 South Main Street
Thomaston, CT 06787

Dated: June __, 2026

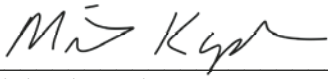
By: _____
David S. Schumacher, Esq.
Counsel for Bear MT Parkway, LLC
Hooper, Lundy & Bookman, P.C.
470 Atlantic Avenue, Suite 1201
Boston, MA 02210

Dated: June __, 2026

BEAR MT PARKWAY, LLC
d/b/a Parkway Health & Rehabilitation Center

By: _____
Scott L. Ziskin, Manager, Member and Owner
Bear MT Parkway, LLC
130 South Main Street
Thomaston, CT 06787

Dated: June ____, 2026

By:  _____
Michael Kaplan, Manager, Member and Owner
Bear MT Parkway, LLC
130 South Main Street
Thomaston, CT 06787

Dated: June 26, 2026

By: _____
David S. Schumacher, Esq.
Counsel for Bear MT Parkway, LLC
Hooper, Lundy & Bookman, P.C.
470 Atlantic Avenue, Suite 1201
Boston, MA 02210

Dated: June ____, 2026

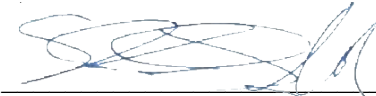
BEAR MT PARKWAY, LLC
d/b/a Parkway Health & Rehabilitation Center

By: _____
Scott L. Ziskin, Manager, Member and Owner
Bear MT Parkway, LLC
130 South Main Street
Thomaston, CT 06787

Dated: June ____, 2026

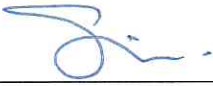
By: _____
Michael Kaplan, Manager, Member and Owner
Bear MT Parkway, LLC
130 South Main Street
Thomaston, CT 06787

Dated: June __, 2026

By:  _____
David S. Schumacher, Esq.
Counsel for Bear MT Parkway, LLC
Hooper, Lundy & Bookman, P.C.
470 Atlantic Avenue, Suite 1201
Boston, MA 02210

Dated: June 25, 2026

BEAR MT WEST ROXBURY, LLC
d/b/a West Roxbury Health & Rehabilitation Center

By: 

Scott L. Ziskin, Manager, Member and Owner
Bear MT West Roxbury, LLC
130 South Main Street
Thomaston, CT 06787

Dated: June 26, 2026

By: _____
Michael Kaplan, Manager, Member and Owner
Bear MT West Roxbury, LLC
130 South Main Street
Thomaston, CT 06787

Dated: June __, 2026

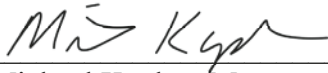
By: _____
David S. Schumacher, Esq.
Counsel for Bear MT West Roxbury, LLC
Hooper, Lundy & Bookman, P.C.
470 Atlantic Avenue, Suite 1201
Boston, MA 02210

Dated: June __, 2026

BEAR MT WEST ROXBURY, LLC
d/b/a West Roxbury Health & Rehabilitation Center

By: _____
Scott L. Ziskin, Manager, Member and Owner
Bear MT West Roxbury, LLC
130 South Main Street
Thomaston, CT 06787

Dated: June ____, 2026

By:  _____
Michael Kaplan, Manager, Member and Owner
Bear MT West Roxbury, LLC
130 South Main Street
Thomaston, CT 06787

Dated: June 26, 2026

By: _____
David S. Schumacher, Esq.
Counsel for Bear MT West Roxbury, LLC
Hooper, Lundy & Bookman, P.C.
470 Atlantic Avenue, Suite 1201
Boston, MA 02210

Dated: June ____, 2026

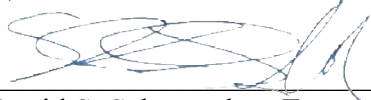
BEAR MT WEST ROXBURY, LLC
d/b/a West Roxbury Health & Rehabilitation Center

By: _____
Scott L. Ziskin, Manager, Member and Owner
Bear MT West Roxbury, LLC
130 South Main Street
Thomaston, CT 06787

Dated: June ____, 2026

By: _____
Michael Kaplan, Manager, Member and Owner
Bear MT West Roxbury, LLC
130 South Main Street
Thomaston, CT 06787

Dated: June __, 2026

By:  _____
David S. Schumacher, Esq.
Counsel for Bear MT West Roxbury, LLC
Hooper, Lundy & Bookman, P.C.
470 Atlantic Avenue, Suite 1201
Boston, MA 02210

Dated: June 25, 2026

BEAR MT FALL RIVER LLC
d/b/a Carvalho Grove Health & Rehabilitation
Center



Dated: June 26, 2026

By: _____
Scott L. Ziskin, Manager, Member and Owner
Bear MT Fall River LLC
130 South Main Street
Thomaston, CT 06787

By: _____
Michael Kaplan, Manager, Member and Owner
Bear MT Fall River LLC
130 South Main Street
Thomaston, CT 06787

Dated: June __, 2026

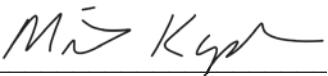
By: _____
David S. Schumacher, Esq.
Counsel for Bear MT Fall River LLC
Hooper, Lundy & Bookman, P.C.
470 Atlantic Avenue, Suite 1201
Boston, MA 02210

Dated: June __, 2026

BEAR MT FALL RIVER LLC
d/b/a Carvalho Grove Health & Rehabilitation
Center

By: _____
Scott L. Ziskin, Manager, Member and Owner
Bear MT Fall River LLC
130 South Main Street
Thomaston, CT 06787

Dated: June ____, 2026

By: 

Michael Kaplan, Manager, Member and Owner
Bear MT Fall River LLC
130 South Main Street
Thomaston, CT 06787

Dated: June 26, 2026

By: _____
David S. Schumacher, Esq.
Counsel for Bear MT Fall River LLC
Hooper, Lundy & Bookman, P.C.
470 Atlantic Avenue, Suite 1201
Boston, MA 02210

Dated: June ____, 2026

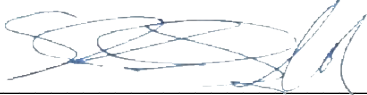
BEAR MT FALL RIVER LLC
d/b/a Carvalho Grove Health & Rehabilitation
Center

By: _____
Scott L. Ziskin, Manager, Member and Owner
Bear MT Fall River LLC
130 South Main Street
Thomaston, CT 06787

Dated: June ____, 2026

By: _____
Michael Kaplan, Manager, Member and Owner
Bear MT Fall River LLC
130 South Main Street
Thomaston, CT 06787

Dated: June __, 2026

By: 

David S. Schumacher, Esq.
Counsel for Bear MT Fall River LLC
Hooper, Lundy & Bookman, P.C.
470 Atlantic Avenue, Suite 1201
Boston, MA 02210

Dated: June 25, 2026

**BEAR MT FRANKLIN LLC
d/b/a Cedarwood Gardens Health &
Rehabilitation Center**

By:



Scott L. Ziskin, Manager, Member and Owner
Bear Mountain Franklin LLC
130 South Main Street
Thomaston, CT 06787

Dated: June 26, 2026

By:

Michael Kaplan, Manager, Member and Owner
Bear Mountain Franklin LLC
130 South Main Street
Thomaston, CT 06787

Dated: June __, 2026

By:

David S. Schumacher, Esq.
Counsel for Bear Mountain Franklin LLC
Hooper, Lundy & Bookman, P.C.
470 Atlantic Avenue, Suite 1201
Boston, MA 02210

Dated: June __, 2026

BEAR MT FRANKLIN LLC
d/b/a Cedarwood Gardens Health &
Rehabilitation Center

By:

Scott L. Ziskin, Manager, Member and Owner
Bear Mountain Franklin LLC
130 South Main Street
Thomaston, CT 06787

Dated: June ____, 2026

By:



Michael Kaplan, Manager, Member and Owner
Bear Mountain Franklin LLC
130 South Main Street
Thomaston, CT 06787

Dated: June 26, 2026

By:

David S. Schumacher, Esq.
Counsel for Bear Mountain Franklin LLC
Hooper, Lundy & Bookman, P.C.
470 Atlantic Avenue, Suite 1201
Boston, MA 02210

Dated: June ____, 2026

BEAR MT FRANKLIN LLC
d/b/a Cedarwood Gardens Health &
Rehabilitation Center

By:

Scott L. Ziskin, Manager, Member and Owner
Bear Mountain Franklin LLC
130 South Main Street
Thomaston, CT 06787

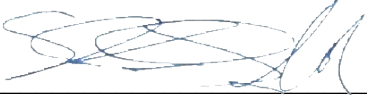
Dated: June ____, 2026

By:

Michael Kaplan, Manager, Member and Owner
Bear Mountain Franklin LLC
130 South Main Street
Thomaston, CT 06787

Dated: June __, 2026


By:



David S. Schumacher, Esq.
Counsel for Bear Mountain Franklin LLC
Hooper, Lundy & Bookman, P.C.
470 Atlantic Avenue, Suite 1201
Boston, MA 02210

Dated: June 25, 2026

BEAR MT NEWBURYPORT LLC
d/b/a Brigham Health & Rehabilitation Center

By: 

Scott L. Ziskin, Manager, Member and Owner
Bear MT Newburyport LLC
130 South Main Street
Thomaston, CT 06787

Dated: June 26, 2026

By: _____
Michael Kaplan, Manager, Member and Owner
Bear MT Newburyport LLC
130 South Main Street
Thomaston, CT 06787

Dated: June __, 2026

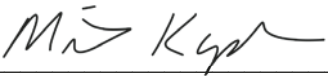
By: _____
David S. Schumacher, Esq.
Counsel for Bear MT Newburyport LLC
Hooper, Lundy & Bookman, P.C.
470 Atlantic Avenue, Suite 1201
Boston, MA 02210

Dated: June __, 2026

BEAR MT NEWBURYPORT LLC
d/b/a Brigham Health & Rehabilitation Center

By: _____
Scott L. Ziskin, Manager, Member and Owner
Bear MT Newburyport LLC
130 South Main Street
Thomaston, CT 06787

Dated: June ____, 2026

By:  _____
Michael Kaplan, Manager, Member and Owner
Bear MT Newburyport LLC
130 South Main Street
Thomaston, CT 06787

Dated: June 26, 2026

By: _____
David S. Schumacher, Esq.
Counsel for Bear MT Newburyport LLC
Hooper, Lundy & Bookman, P.C.
470 Atlantic Avenue, Suite 1201
Boston, MA 02210

Dated: June ____, 2026

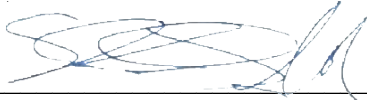
BEAR MT NEWBURYPORT LLC
d/b/a Brigham Health & Rehabilitation Center

By: _____
Scott L. Ziskin, Manager, Member and Owner
Bear MT Newburyport LLC
130 South Main Street
Thomaston, CT 06787

Dated: June ____, 2026


By: _____
Michael Kaplan, Manager, Member and Owner
Bear MT Newburyport LLC
130 South Main Street
Thomaston, CT 06787

Dated: June __, 2026

By:  _____
David S. Schumacher, Esq.
Counsel for Bear MT Newburyport LLC
Hooper, Lundy & Bookman, P.C.
470 Atlantic Avenue, Suite 1201
Boston, MA 02210

Dated: June 25, 2026

BEAR MT NORTH ANDOVER, LLC
d/b/a Prescott House

By: 

Scott L. Ziskin, Manager, Member and Owner
Bear MT North Andover, LLC
130 South Main Street
Thomaston, CT 06787

Dated: June 26, 2026

By: _____
Michael Kaplan, Manager, Member and Owner
Bear MT North Andover, LLC
130 South Main Street
Thomaston, CT 06787

Dated: June __, 2026

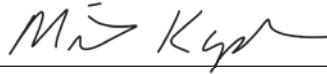
By: _____
David S. Schumacher, Esq.
Counsel for Bear MT North Andover, LLC
Hooper, Lundy & Bookman, P.C.
470 Atlantic Avenue, Suite 1201
Boston, MA 02210

Dated: June __, 2026

BEAR MT NORTH ANDOVER, LLC
d/b/a Prescott House

By: _____
Scott L. Ziskin, Manager, Member and Owner
Bear MT North Andover, LLC
130 South Main Street
Thomaston, CT 06787

Dated: June ____, 2026

By:  _____
Michael Kaplan, Manager, Member and Owner
Bear MT North Andover, LLC
130 South Main Street
Thomaston, CT 06787

Dated: June 26, 2026

By: _____
David S. Schumacher, Esq.
Counsel for Bear MT North Andover, LLC
Hooper, Lundy & Bookman, P.C.
470 Atlantic Avenue, Suite 1201
Boston, MA 02210

Dated: June ____, 2026

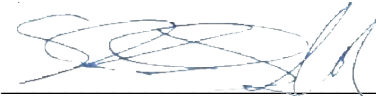
BEAR MT NORTH ANDOVER, LLC
d/b/a Prescott House

By: _____
Scott L. Ziskin, Manager, Member and Owner
Bear MT North Andover, LLC
130 South Main Street
Thomaston, CT 06787

Dated: June ____, 2026

By: _____
Michael Kaplan, Manager, Member and Owner
Bear MT North Andover, LLC
130 South Main Street
Thomaston, CT 06787

Dated: June __, 2026

By:  _____
David S. Schumacher, Esq.
Counsel for Bear MT North Andover, LLC
Hooper, Lundy & Bookman, P.C.
470 Atlantic Avenue, Suite 1201
Boston, MA 02210

Dated: June 25, 2026

BEAR MT STOUGHTON LLC
d/b/a Blue Hills Health & Rehabilitation Center

By: 

Scott L. Ziskin, Manager, Member and Owner
Bear MT Stoughton LLC
130 South Main Street
Thomaston, CT 06787

Dated: June 26, 2026

By: _____
Michael Kaplan, Manager, Member and Owner
Bear MT Stoughton LLC
130 South Main Street
Thomaston, CT 06787

Dated: June __, 2026

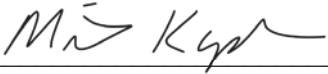
By: _____
David S. Schumacher, Esq.
Counsel for Bear MT Stoughton LLC
Hooper, Lundy & Bookman, P.C.
470 Atlantic Avenue, Suite 1201
Boston, MA 02210

Dated: June __, 2026

BEAR MT STOUGHTON LLC
d/b/a Blue Hills Health & Rehabilitation Center

By: _____
Scott L. Ziskin, Manager, Member and Owner
Bear MT Stoughton LLC
130 South Main Street
Thomaston, CT 06787

Dated: June ____, 2026

By:  _____
Michael Kaplan, Manager, Member and Owner
Bear MT Stoughton LLC
130 South Main Street
Thomaston, CT 06787

Dated: June 26, 2026

By: _____
David S. Schumacher, Esq.
Counsel for Bear MT Stoughton LLC
Hooper, Lundy & Bookman, P.C.
470 Atlantic Avenue, Suite 1201
Boston, MA 02210

Dated: June ____, 2026

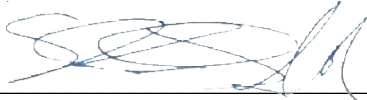
BEAR MT STOUGHTON LLC
d/b/a Blue Hills Health & Rehabilitation Center

By: _____
Scott L. Ziskin, Manager, Member and Owner
Bear MT Stoughton LLC
130 South Main Street
Thomaston, CT 06787

Dated: June ____, 2026

By: _____
Michael Kaplan, Manager, Member and Owner
Bear MT Stoughton LLC
130 South Main Street
Thomaston, CT 06787

Dated: June __, 2026

By:  _____
David S. Schumacher, Esq.
Counsel for Bear MT Stoughton LLC
Hooper, Lundy & Bookman, P.C.
470 Atlantic Avenue, Suite 1201
Boston, MA 02210

Dated: June 25, 2026

**BEAR MT SWANSEA LLC
d/b/a Country Gardens Health &
Rehabilitation Center**

By:



Dated: June 26, 2026

Scott L. Ziskin, Manager, Member and Owner
Bear MT Swansea LLC
130 South Main Street
Thomaston, CT 06787

By:

Dated: June __, 2026

Michael Kaplan, Manager, Member and Owner
Bear MT Swansea LLC
130 South Main Street
Thomaston, CT 06787

By:

Dated: June ____, 2026

David S. Schumacher, Esq.
Counsel for Bear MT Swansea LLC
Hooper, Lundy & Bookman, P.C.
470 Atlantic Avenue, Suite 1201
Boston, MA 02210

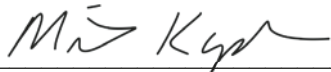
**BEAR MT SWANSEA LLC
d/b/a Country Gardens Health &
Rehabilitation Center**

By:

Dated: June ____, 2026

Scott L. Ziskin, Manager, Member and Owner
Bear MT Swansea LLC
130 South Main Street
Thomaston, CT 06787

By:



Dated: June 26, 2026

Michael Kaplan, Manager, Member and Owner
Bear MT Swansea LLC
130 South Main Street
Thomaston, CT 06787

By:

Dated: June ____, 2026

David S. Schumacher, Esq.
Counsel for Bear MT Swansea LLC
Hooper, Lundy & Bookman, P.C.
470 Atlantic Avenue, Suite 1201
Boston, MA 02210

BEAR MT SWANSEA LLC
d/b/a Country Gardens Health &
Rehabilitation Center

By:

Dated: June ____, 2026

Scott L. Ziskin, Manager, Member and Owner
Bear MT Swansea LLC
130 South Main Street
Thomaston, CT 06787

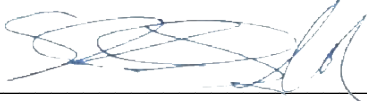
By:

Dated: June __, 2026

Michael Kaplan, Manager, Member and Owner
Bear MT Swansea LLC
130 South Main Street
Thomaston, CT 06787

By:

Dated: June 25, 2026



David S. Schumacher, Esq.
Counsel for Bear MT Swansea LLC
Hooper, Lundy & Bookman, P.C.
470 Atlantic Avenue, Suite 1201
Boston, MA 02210

BEAR MT WESTFORD, LLC
d/b/a Westford House

By: 

Scott L. Ziskin, Manager, Member and Owner
Bear MT Westford, LLC
130 South Main Street
Thomaston, CT 06787

Dated: June 26, 2026

By: _____
Michael Kaplan, Manager, Member and Owner
Bear MT Westford, LLC
130 South Main Street
Thomaston, CT 06787

Dated: June __, 2026

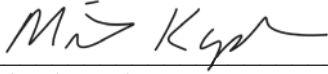
By: _____
David S. Schumacher, Esq.
Counsel for Bear MT Westford, LLC
Hooper, Lundy & Bookman, P.C.
470 Atlantic Avenue, Suite 1201
Boston, MA 02210

Dated: June __, 2026

BEAR MT WESTFORD, LLC
d/b/a Westford House

By: _____
Scott L. Ziskin, Manager, Member and Owner
Bear MT Westford, LLC
130 South Main Street
Thomaston, CT 06787

Dated: June ____, 2026

By:  _____
Michael Kaplan, Manager, Member and Owner
Bear MT Westford, LLC
130 South Main Street
Thomaston, CT 06787

Dated: June 26, 2026

By: _____
David S. Schumacher, Esq.
Counsel for Bear MT Westford, LLC
Hooper, Lundy & Bookman, P.C.
470 Atlantic Avenue, Suite 1201
Boston, MA 02210

Dated: June ____, 2026

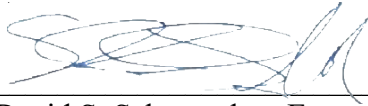
BEAR MT WESTFORD, LLC
d/b/a Westford House

By: _____
Scott L. Ziskin, Manager, Member and Owner
Bear MT Westford, LLC
130 South Main Street
Thomaston, CT 06787

Dated: June ____, 2026


By: _____
Michael Kaplan, Manager, Member and Owner
Bear MT Westford, LLC
130 South Main Street
Thomaston, CT 06787

Dated: June __, 2026

By:  _____
David S. Schumacher, Esq.
Counsel for Bear MT Westford, LLC
Hooper, Lundy & Bookman, P.C.
470 Atlantic Avenue, Suite 1201
Boston, MA 02210

Dated: June 25, 2026

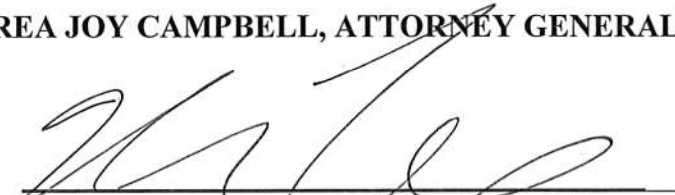
**EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES,
OFFICE OF MEDICAID**

By: 
Dr. Kiame Mahaniah, Secretary
Executive Office of Health and Human Services
One Ashburton Place, 11th Floor
Boston, MA 02108

Dated: June ~~21st~~, 2026

ANDREA JOY CAMPBELL, ATTORNEY GENERAL

By:



Kevin Lownds, Chief, Medicaid Fraud Division
Office of the Attorney General
Commonwealth of Massachusetts
One Ashburton Place, 18th Floor
Boston, MA 02108

Dated: June 23, 2026