

FOX HILL VILLAGE

RESIDENCY AGREEMENT AND
PROPRIETARY LEASE

January 2024

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RESIDENCY AGREEMENT AND PROPRIETARY LEASE

RESIDENT (S):

OCCUPANT (S): (See Section 6.2)

DATE

APARTMENT NUMBER:

INITIAL MONTHLY FEE FOR APARTMENT:	\$
SECOND RESIDENT FEE	\$
TOTAL MONTHLY FEE	\$

This Residency Agreement is entered into among the resident(s) whose name(s) is (are) set forth above (individually and collectively "Resident") and Fox Hill Village Homeowners Corporation ("Fox Hill"), a Massachusetts corporation organized pursuant to Chapter 156B of the laws of the Commonwealth of Massachusetts which owns and operates Fox Hill Village in Westwood, Massachusetts (the "Village").

1. GENERAL SERVICES AND FACILITIES

1.1. Basic Agreement. Simultaneously with the execution of this Agreement, Resident has purchased a share of cooperative stock (the "Cooperative Stock") in Fox Hill. As a holder of the Cooperative Stock and in consideration of the payment of a regular monthly fee to Fox Hill (the "Monthly Fee"), initially in the amount stated above (which amount is subject to change in accordance with this Agreement), Resident leases from Fox Hill and is hereby entitled to occupy the Apartment indicated above and receive the services and use the facilities described in this Agreement in accordance with, and subject to, the provisions of this Agreement. In accordance with certain procedures of the By-Laws of Fox Hill, generally described in Section 6.3 below, the services and facilities provided to Resident may be revised by Fox Hill.

1.2. Furnishings. The Apartment will be furnished as described in Exhibit I.

1.3. Community Areas. Residents have use of the Village's community areas as described in Exhibit II, in accordance with the rules and regulations promulgated by Fox Hill.

1.4. Included General Services. During Resident's occupancy of the Apartment, Fox Hill will provide Resident with the services described in Exhibit III as part of the Monthly Fee.

1.5. Additional Services. The additional services described in Exhibit IV (the "Additional Services") will be available at the Village on a fee-for-service basis. Charges for Additional Services will be made in accordance with a fee schedule prepared by Fox Hill, which fee schedule is subject to change as described in Section 3.1 below.

1.6. Alterations to Apartment. Resident may at his/her expense make alterations to the Apartment with the prior written approval of Fox Hill's Chief Engineer. Resident will be responsible for repairing and restoring the Apartment due to any alterations made without the approval of Fox Hill.

1.7 Locking Devices. For the Resident's safety, Resident agrees not to replace or add any locking devices to the Apartment.

1.8. Maintenance of Apartment. Fox Hill will maintain, repair and replace the appliances furnished by Fox Hill and the Apartment's mechanical systems; however, Resident will be liable for the cost of any work necessitated by Resident's negligence or negligence of Resident's invitees or guests. Resident agrees to report to Fox Hill promptly any conditions in need of repair. Resident is responsible for the maintenance, repair and replacement of appliances that were not supplied by Fox Hill, as identified in Exhibit I.

Other than those items described in the preceding paragraph that Fox Hill will maintain, Resident will be responsible for keeping the Apartment in good repair, clean, and free of any fire or other safety hazard. Resident will also be responsible for not wasting energy. Fox Hill personnel will be available for an additional charge to assist Resident in performing maintenance or repairs for which Resident is responsible.

1.9 Smoke Free Facility. Fox Hill is a non-smoking facility. Residents, guests and employees are not allowed to smoke anywhere in the building, including the Apartment, or on the grounds.

1.10 Parking. There are designated underground parking spaces available on a limited basis at an additional cost. Non-designated outdoor spaces are available at no additional cost for Resident and Resident's guests. Recreational and oversized vehicles will be allowed subject to space availability with the prior written approval of Fox Hill.

2. HEALTH CARE SERVICES AND FACILITIES

Fox Hill provides a continuum of health care and supportive services designed to maintain the independence and comfort of its Residents.

2.1 The Health and Wellness Center. The Health and Wellness Center is open Monday through Friday, for assessments and consultations. The cost of these services is included in the Monthly Fee. The Health and Wellness Center staff arrange wellness and health lectures and assists Residents transitioning to and from Support Services (described in Section 2.2), hospitals, rehabilitation and nursing facilities.

2.2 Emergency Response Service. There is a nurse on call in the Support Services Department until 8:00 pm each evening. In addition, trained security staff will respond to emergency calls 24/7.

2.3 Support Services Department. Residents who need limited, scheduled assistance with activities of daily living, defined as bathing, eating, mobility, dressing, toileting, and/or

medication management (“Support Services”) may receive such services from the Support Services Department in their Apartments if the Health Services Team determines that such care can be safely and effectively provided there. The cost of these services is not included in the Monthly Fee and is provided at an additional fee. If a resident requires substantial, scheduled and unscheduled daily support, and the Health Services Team confirms that such additional care may be safely provided in the apartment, the Resident must retain the services of one of the home care agencies approved by Fox Hill Village.

2.4 Outpatient Physical Therapy. Residents whose physicians prescribe physical rehabilitation therapy may receive these services in a clinic located on site. The clinic is operated by Connections Physical Therapy, an independent licensed provider, who will bill the Resident or the Resident’s insurance for services rendered.

2.5 Assisted Living. Birch Grove Assisted Living (“Birch Grove”) is a certified assisted living residence for those with advanced chronic conditions. It offers three meals daily, an activities program, supervision and care for those who require help with activities of daily living on an on-going basis. Fox Hill residents will have a priority right of admission to Birch Grove and all Birch Grove residents will have access to the grounds and amenities of Fox Hill, provided they meet the criteria for unescorted trips from Birch Grove.

2.6 Memory Care Assisted Living. White Oak Cottages (“White Oak”) is a certified special care assisted living residence for those with dementia, located a short walk from the Fox Hill main building. Fox Hill residents who require regular, on-going supervision and support due to cognitive impairment have a priority right of admission to White Oak, provided they meet its admission criteria.

2.7 Skilled Care. If Residents need skilled care following surgery, an accident, or other change in condition, residents typically obtain this care at a local licensed skilled nursing and/or rehabilitation facility. The Fox Hill staff will communicate with the discharge planners and prepare for Resident’s return to Fox Hill, when the Resident no longer needs ongoing licensed care. Fox Hill provides transportation for Fox Hill residents during a Resident’s off site stay at other skilled nursing facilities within a five-mile radius of Fox Hill. Fox Hill residents may also receive skilled nursing services in their apartments by arrangement with a licensed home health care agency if approved by the Health Services Team and the CEO. The cost of these services is not included in Fox Hill’s monthly fees.

2.8. Agreement to Make Transfers. Fox Hill endeavors to assure the safety of residents and the delivery of the appropriate scope of services, which can necessitate a transfer from the Apartment to a different care setting. The Policy on Transfers, set by the Board of Directors, may be amended by the Board at its discretion.

Resident agrees to receive Support Services if requested by Fox Hill, and to make a Temporary or Permanent Transfer to another health care setting (both as defined below) in the event that Fox Hill determines, in accordance with its Policy on Transfers, that such transfer is appropriate.

A Temporary Transfer occurs when a Resident is in need of rehabilitation or skilled care in a health care facility but is likely to return to his/her Apartment in the foreseeable future. A Permanent Transfer occurs when Resident is likely, for the foreseeable future, to be in need of (i) skilled nursing care, (ii) regular and on-going redirection, cueing or supervision due to cognitive impairment, (iii) stand-by assistance due to physical impairments, or (iv) other health care services not available at Fox Hill. All determinations concerning Transfers will be made by the Health Services Team and the CEO, in consultation with, to the extent feasible, Resident, Resident's family members or representatives, and Resident's attending physician if requested.

2.9. Agreement to Transfer to Other Facilities if Required. Most transfers will involve a Temporary or Permanent Transfer to a skilled nursing facility, an assisted living residence or a special care unit due to cognitive impairment. However, if Fox Hill determines that Resident's health requires hospitalization or other health care services for which the above health care settings would not be appropriate, Resident agrees to leave the Village for such care. If a Resident's condition requires extended health care services for the foreseeable future, Resident's right to occupancy of the Apartment will terminate in accordance with Section 4.

3. FEES

3.1. Monthly and Additional Service Fees. The initial Monthly Fee is shown on the first page of this Agreement. Upon not less than 30 days' prior written notice to Resident, the Monthly Fee may be adjusted as of January 1st of each year. The Monthly Fee is payable on the date of this Agreement, prorated on a daily basis as appropriate. Monthly Fees will be payable every month thereafter, even if Resident has not yet moved into the Village.

Fees for Additional Services ("ancillary charges") will be charged in accordance with the Additional Services Fee schedule established by Fox Hill. The Additional Services Fee Schedule is subject to change at any time upon not less than 30 days written notice to Resident.

3.2 Fees Upon Transfer to a Health Care Facility. Upon transfer to a health care facility, including a hospital, skilled nursing facility or an assisted living residence, a Resident who has made a Temporary Transfer will continue to pay the Monthly Fee for his/her Apartment, less a partial meal credit, until the Resident returns to Fox Hill. If the Resident makes a Permanent Transfer, the Resident will continue to pay the Monthly Fee for his/her Apartment, less a partial meal credit, until the Resident sells his or her Cooperative Stock to a new Resident.

In the event the stock of a Resident who has permanently moved out of Fox Hill is held jointly, and the joint owner remains at Fox Hill, the Monthly Fee payable to Fox Hill will be adjusted to the single occupancy rate.

All financial obligations with respect to Resident's care at a health care facility will be those of Resident and Fox Hill will have no responsibility for such payment.

If Resident who is a single occupant of an Apartment makes a Permanent Transfer or otherwise permanently leaves Fox Hill, Resident or Resident's representative will be required to offer the Apartment leasehold and the Cooperative Stock for resale and will be responsible for paying the Monthly Fee for the Apartment to Fox Hill until the Cooperative Stock is resold and

the Apartment leasehold is transferred to a new Resident. If there is dual ownership of an Apartment, following the Resident's transfer, the Monthly Fee payable to Fox Hill will be adjusted to the single occupancy rate.

3.3 Security for Payment of Charges. All of Resident's obligations to make payments to Fox Hill under this Agreement are secured by the Pledge and Security Agreement between the Resident and Fox Hill of even date and delivery herewith ("the Pledge Agreement").

3.4. Billing. During the first week of each month Resident will be billed for Additional Services Fees incurred by Resident for the preceding month and for the Monthly Fee for the current month. Payment by Resident is due by the 25th of the month.

3.5. Late Charge. Fox Hill will assess Resident a late charge of 1.0% per month (or the maximum amount allowed by applicable law, if less) of the amount due if the Monthly Fee or Additional Services Fees are not paid in full by the 10th of the month except if deferral of such Monthly Fee has been approved by Fox Hill, as provided in Section 4.3 herein.

3.6. Adjustment Based on Change in Occupancy. If two persons occupy the Apartment and one makes a Permanent Transfer, dies, leaves the Village or otherwise surrenders possession of the Apartment to the other, the Monthly Fee will be adjusted to reflect the single occupancy rate then in effect for the Apartment.

If Resident desires to have another person live in the Apartment (including a new spouse), the new person may live in the Apartment only if he/she meets the standards for admission to the Village then in effect, and both persons who will be occupying the Apartment execute a new Residency Agreement designating each as "Resident" (or "Occupant" if the owner of record of the Resident's Cooperative Stock is a trust) for purposes of that Agreement, and a new Pledge Agreement. Fox Hill shall issue a new certificate for the Cooperative Stock to such persons and charge an administrative fee for the costs associated with the stock transfer.

3.7. Liability for Charges. Each person who is designated as Resident or as Occupant in this Agreement (if any person is designated as Occupant) is jointly and severally liable for the performance of all obligations of Resident and Occupant to Fox Hill including, without limitation, the payment of the Monthly Fee, Additional Services Fees, and all other amounts required to be paid pursuant to the provisions of this Agreement. In the event it is necessary for Fox Hill to institute legal action or other proceedings to recover amounts payable under this Agreement, Fox Hill, without limiting its rights under Section 7.10, will be entitled to recover its legal fees and costs incurred in connection with all such proceedings.

4. TERMINATION OF OCCUPANCY RIGHTS

4.1. Termination of Occupancy Rights. Resident's right to occupy the Apartment under this Agreement is subject to termination by Fox Hill upon the occurrence of any of the following events:

- (a) Determination by Fox Hill that (i) a Temporary or Permanent Transfer of Resident is appropriate in accordance with Article 2 and Resident refuses to so transfer;

- (b) After 30 days written notice to Resident by Fox Hill (or such shorter period as may be appropriate under the circumstances) if Fox Hill determines that Resident's continued presence in the Apartment presents a danger to the safety or well-being of Resident or others;
- (c) Resident's failure to pay the Monthly Fee, Additional Services Fees or any other amounts payable under this Agreement within 30 days after written notice that any such amounts are past due or Resident's violation of any other provision of this Agreement or Resident's repeated violation of the Village's rules if any such violation is not cured within 30 days after written notice to Resident;
- (d) Breach of any representation or warranty set forth in Section 7.1 herein;
- (e) Death of Resident;
- (f) Resident's Permanent Transfer; or
- (g) Termination of this Agreement as provided in Section 5.8.

Should Resident's right of occupancy of the Apartment be terminated for any reason described in paragraphs (a), (b) or (d) through (f) above, if Resident is the only Resident hereunder who is occupying the Apartment, or if Resident's right of occupancy of the Apartment is terminated by reason of paragraph (c) above, whether or not Resident is the only Resident hereunder who is occupying the Apartment, Resident will be required to make the Cooperative Stock available for resale as provided in Section 5. This Agreement will nevertheless remain in full force and effect until Resident's Cooperative Stock appurtenant to the Apartment leasehold has been resold and a new Residency Agreement and Proprietary Lease is executed by the purchaser in accordance with Section 5. From the date the Apartment is vacated until the date the Cooperative Stock is transferred to a new purchaser, Resident will be required to continue paying the Monthly Fee (less a meal credit as described in Section 7.7), and Additional Services Fees and other amounts payable under this Agreement, except if deferral of such Monthly Fee has been approved by Fox Hill, as provided in Section 4.3 herein.

4.2. Effect of Double Occupancy. If the Apartment is occupied by two persons and one dies or transfers from the Apartment, the remaining person who is a Resident will continue to have all rights of occupancy of the Apartment under this Agreement, and the Monthly Fee will be adjusted to eliminate the second person fee set forth on page 1 as adjusted annually.

4.3. Financial Inability. Without in any way limiting Fox Hill's right to terminate this Agreement as set forth in Section 4.1, if Resident is unable to pay his or her Monthly Fee, Additional Service Fees and any other amounts payable under this Agreement solely due to financial difficulties caused by circumstances not reasonably within the Resident's control, Fox Hill will review the matter with the Resident. If the Resident presents to Fox Hill facts which, in the opinion of Fox Hill, justify special financial consideration, Fox Hill may subsidize payment of the Monthly Fee and other amounts, provided such assistance does not impair Fox Hill's ability to operate on a sound financial basis and to attain its objectives. All determinations concerning the granting or continuing of special financial consideration shall be final and binding on Resident.

If Resident has received financial assistance from Fox Hill, Fox Hill shall be entitled to reimbursement of the full amount of the assistance granted, to the Resident, plus interest, from the proceeds of the sale of the Resident's Cooperative Stock. In the event the proceeds of the sale of the Cooperative Stock are insufficient to repay the full amount of such assistance, Resident or Resident's estate shall be liable for the remaining balance of the amount of the assistance received by Resident.

4.4. Resident's Responsibilities. Resident agrees that he or she shall make no gift of real or personal property or make any speculative investment that could impair Resident's ability to satisfy his/her financial obligations under this Agreement. If Resident's financial resources are insufficient to meet his or her financial obligations to Fox Hill, Resident shall make all reasonable efforts to obtain assistance elsewhere, including taking necessary steps to obtain applicable local, county, state or federal aid or assistance. As a condition of receiving a subsidy from Fox Hill, Resident must represent and provide evidence that he/she has not made any gift of real or personal property or speculative investments in contemplation of the execution of this Agreement or thereafter. At the request of Fox Hill, a Resident who requests or receives assistance from Fox Hill shall provide Fox Hill, from time to time and upon request, with personal financial statements and copies of past and current tax returns.

5. SALE OF COOPERATIVE STOCK; STOCK TRANSFER FEE; ADMINISTRATIVE FEES; TERMINATION OF AGREEMENT

5.1. Sale Any Time; Exclusive Management Agent. Resident may sell the Cooperative Stock at any time in accordance with this Section 5. As provided in Fox Hill's By-Laws, Resident agrees that Fox Hill, acting through its Board of Directors or through a designated manager, shall be solely responsible for overseeing sales of the Cooperative Stock and transfer of the related Apartment. Accordingly, any resale of the Cooperative Stock, for whatever reason, must be handled through Fox Hill, which may delegate this function to an agent of the Village.

5.2. Sales Ready Condition of Leasehold Interest. To maintain the value of Fox Hill stock, the Board of Directors has determined that the residential Apartments must be in "Sales Ready" condition prior to being put on the market. To that end, the Sales Office shall evaluate Apartments prior to listing, and deliver a list of action items that must be completed prior to showing the Apartment to prospective residents. Fox Hill will repaint and professionally clean the Apartment, at the Resident's expense before the Apartment will be shown.

5.3. Sales Process. The By-Laws of Fox Hill establish the procedure for resale of the Cooperative Stock and Resident specifically agrees to be bound by those provisions, as they may be in effect or may change from time to time.

5.4. Future Residents' Club. Fox Hill will maintain a list of persons desiring entrance to the Village (the Future Residents' Club), who will be contacted when an apartment type they prefer becomes available, prior to showing the apartment to prospective residents who are not members of the Future Residents' Club. Resident's Cooperative Stock may be resold by Fox Hill only to a purchaser who at the time of occupancy of the Apartment meets the standards for admission to the Village, and such determination will be made by Fox Hill in its sole discretion. If Resident wishes to relocate or transfer to another Apartment in the Village, he or she will be

given a priority right of purchase ahead of individuals who are members of the Future Residents' Club and any other prospective resident.

5.5. Stock Transfer Fee. A stock transfer fee (the "Stock Transfer Fee") in an amount equal to the lesser of (i) ten percent (10%) of the total gross sale price of Resident's Cooperative Stock, or (ii) one percent (1%) of the total gross sale price of the Stock multiplied by the number of months Resident has owned the Stock (the "Ownership Period"), shall be paid to Fox Hill at the time of the resale of the Stock, provided, however, that in no event shall the Stock Transfer Fee be less than one percent (1%) of the total gross sale price.

In the event a Resident moves from one Apartment (the "First Apartment") to another Apartment (the "Second Apartment"), and the value of the share of stock associated with the First Apartment exceeds the value of the share of stock associated with the Second Apartment, the Resident shall pay to Fox Hill at the time the stock appurtenant to the First Apartment is sold, a Stock Transfer Fee in an amount equal to ten percent (10%) of the difference between (a) the gross sales price of the stock associated with the First Apartment and (b) the gross sales price of the stock associated with the Second Apartment (the "Differential Value"). In the event the Resident has owned the stock associated with the First Apartment for less than ten months, the amount of the Stock Transfer Fee shall be pro-rated by one percent (1%) of the Differential Value for each month of the Ownership Period, but in no case shall the Stock Transfer Fee be less than 1% of the Differential Value. If the value of the share of stock associated with the First Apartment is less than the value of the share of stock associated with the Second Apartment, the Resident shall not pay a Stock Transfer Fee, but shall pay an Administrative Fee. Any Stock Transfer Fee paid by a Resident based on the Differential Value shall not be taken into consideration upon the calculation of the Stock Transfer Fee to be paid upon the sale of the Second Apartment.

For purposes of this Section, the "Ownership Period" shall be equal to the sum of (i) the number of full months Resident has owned (x) the Stock being sold and (y) other Cooperative Stock previously transferred by Resident and for which no Stock Transfer Fee was paid on its transfer plus (ii) a pro rata portion of any partial month of ownership, calculated according to the number of days in such month.

5.6. Administrative Fees for Certain Stock Transfers Not Subject to the Stock Transfer Fee. In the event a Resident transfers his or her stock by reason of (a) transfer of Resident's Stock, held individually, to Resident and another individual jointly, (b) transfer of Resident's Stock to the Designated Beneficiary (as defined in Article IX of the Fox Hill Village Bylaws) if Resident is a trust, or (c) transfer of Resident's stock to a trust of which Resident is the Designated Beneficiary, Fox Hill shall charge an administrative transfer fee. Fox Hill reserves the right to adjust the amount of these administrative fees upon thirty days' advance notice.

5.7. Form of Ownership. In the event more than one individual or trust execute this agreement as Residents, the Residents must take title to the Stock as joint tenants, unless the Board of Directors approves another form of ownership.

5.8. Termination of Agreement. Termination of this Agreement will occur when the Cooperative Stock is resold in accordance with Article 5 of this Agreement to a new purchaser who signs a Residency Agreement and Proprietary Lease.

6. RESIDENT'S RIGHTS AS COOPERATIVE STOCKHOLDER

6.1. Rights as Stockholder. As a stockholder of Fox Hill, Resident is entitled to participate in the decision-making process of Fox Hill, as provided in the Fox Hill By-Laws as amended from time to time. The Resident holding title to each share of Fox Hill Cooperative Stock is entitled to one vote. If two persons are Residents under this Agreement, the Cooperative Stock must be voted as a single share. In accordance with Fox Hill's By-Laws, stockholders may vote in person or by written proxy.

Fox Hill's stockholders elect the members of the Board of Directors, approve the annual budget, and adopt any amendments to the By-Laws. These stockholder actions require a majority vote. Certain actions that are considered outside the course of routine action require the vote of two-thirds of all stockholders. These actions are listed in Article III of the By-Laws.

6.2. Trusts. If this Agreement is executed by the trustee or trustees of a revocable or irrevocable trust as Resident, the right of occupancy of the Apartment shall be limited to the beneficiary or beneficiaries of such trust designated herein as the "Occupant" at the beginning of this Agreement, and whose financial and medical data formed the basis for acceptance by Fox Hill. All provisions herein shall be applicable to Occupant as if he or she was the Resident. Furthermore, Occupant shall be subject to all restrictions applicable to such Trust as a stockholder/tenant contained in the Articles of Organization and the By-Laws of Fox Hill. The Occupant shall be jointly and severally personally and primarily liable with such Trustees for all obligations of such Trustees hereunder and under the Fox Hill Village Instruments referred to in Section 7.14 and shall have the sole and exclusive right to occupy the Apartment, which right is non-transferable. Upon the death of the survivor of such Occupant, the Cooperative Stock must be sold to a purchaser who is qualified to be the owner of the Cooperative Stock.

6.3 Services and Facilities Subject to Change. Fox Hill Village reserves the right to modify or discontinue services described in the Residency Agreement upon thirty (30) days' notice to the Residents, other than those services described in the Fox Hill Bylaws that may only be eliminated upon the affirmative vote of the holders of two-thirds of the outstanding stock of Fox Hill. Resident agrees to abide by the actions of the management in modifying services or of the stockholders pursuant to Fox Hill's By-Laws, as the case may be, that result in a modification of the obligations of Fox Hill under this Agreement.

7. MISCELLANEOUS

7.1 Representations and Warranties. Resident hereby represents and warrants that all information provided by Resident with respect to Resident's age, financial, and medical condition are true and correct in all material respects as of the date of this Agreement. In the event Resident is a Trust, the trustees of such trust hereby represent and warrant that (a) such trustees are duly appointed trustees of the trust named as the Resident in this Agreement and they are fully authorized to execute and be bound by this Agreement and all other Fox Hill Documents, as defined in Section 7.14, (b) the beneficiary(ies) of the Trust are the individual(s) signing this Agreement as Occupant(s), (c) the age, financial and medical data provided on behalf of the Occupant(s) are true and correct in all material respects as of the date of this Agreement, (d) the terms of the Trust do not conflict with the requirements for ownership and disposition of stock as

set forth in the Fox Hill Articles of Organization, the By-Laws, or this Agreement (collectively, the Fox Hill Instruments) and (e) in the event there is any conflict or inconsistency between the Trust and any of the Fox Hill Village Instruments, the Fox Hill Village Instruments, not the Trust, shall control all matters regarding the exercise of ownership rights and the disposition of the Fox Hill Stock.

7.2 Insurance: Responsibility for Resident's Property. Resident acknowledges that the insurance maintained by Fox Hill does not cover Resident's personal property, the contents of the Apartment or liability for damages or injury to others.

Resident agrees at all times to carry personal property and liability insurance for occurrences within the Apartment for coverages and at least in the amounts specified by Fox Hill. In the event of Resident's death or transfer from the Village, Fox Hill will exercise ordinary care in temporarily safekeeping Resident's personal property at the Village. If such property is not removed from the Village premises within 30 days after Resident's right to occupy the Apartment terminates or expires, Fox Hill reserves the right to have such property placed in a commercial bonded warehouse at the expense and risk of Resident or his/her estate.

7.3. Right of Entry. Resident hereby authorizes employees and agents of Fox Hill to enter the Apartment at reasonable times and upon reasonable notice for the purpose of providing services, repairs, maintenance, alterations, pest control and inspection, showing to prospective purchasers and at any time without notice in the event of perceived medical or other emergency.

7.4 Indemnification for Negligence. Resident will defend, save harmless, and indemnify Fox Hill for any loss, damage, injury or expense incurred by it as a result of the careless, negligent or willful acts of Resident or Resident's invitees or guests.

7.5 Occupancy Restrictions. Occupancy of the Apartment and use of the community facilities are limited to Resident and guests. Guests occupying the Apartment for more than 14 days during any calendar quarter may do so only with the prior written approval of Fox Hill. Resident will be responsible for the conduct of Resident's guests and for payment of any charges incurred by Resident's guests.

The Apartment is intended solely for the personal use of Resident. Limited professional or commercial use is allowable only with the written approval of Fox Hill and subject to all applicable zoning and other local, state and federal laws.

7.6 House Rules. Fox Hill has established, and may amend from time to time, rules and regulations for the orderly operation and management of the Village and the health, safety, welfare, peace and comfort of the residents of the Village, and Resident agrees to abide by such rules and regulations.

7.7 Absence from Village; Meal Credit. Resident agrees to notify Fox Hill's management in advance of any contemplated overnight or longer absence from the Village. Resident will receive a partial meal credit allowance prorated on a daily basis for absences of at least 30 consecutive days with 10 days' advance written notice to Fox Hill. Advance notice is not required for health related absences.

7.8 Damage to Village. If a portion of the Village is damaged by fire, flood, storm or other casualty or cause, Fox Hill will proceed diligently to repair and restore if practicable. If more than 90% of the Village buildings are damaged or subject to a condemnation or taking by eminent domain, Fox Hill has the option of rebuilding the Village or terminating this Agreement.

7.9 Pets. A pet may be kept in the Apartment. Resident will be responsible for the pet's litter and for any damage caused by the pet. Resident will comply with the Village's rules and regulations, including limitations on the type or size of pet that may be maintained. Resident agrees to relinquish the pet in the event of any violations of such rules and regulations.

7.10 Right to Cure Defaults. Fox Hill, upon such written notice to Resident as is reasonable under the circumstances, may, but will not be under any obligation to, cure any failure by Resident to perform any of his/her covenants, agreements or obligations under this Agreement. If Fox Hill so chooses, all costs and expenses, including reasonable attorney fees and interest on the amount of any advances at Bank of America's Base Rate plus 2% will be deemed a charge against Resident. Resident also will pay Fox Hill all legal and other costs and expenses incurred by Fox Hill in enforcing Resident's obligations under this Agreement.

7.11 Rights Subject to Loan Agreement. Fox Hill has entered into several loan agreements (the "Loans") with Bank of America, N.A. (together with its successors and assigns, the "Bank"). The Loans are secured by, among other collateral, substantially all assets of Fox Hill. The Resident agrees that Resident's rights as lessee and stockholder are subject and subordinate to the rights of the Bank, pursuant to the Loans, any extensions, modifications, or renewals of the Loans, and any future loan which Fox Hill enters into with any other lender. Under the Loans, and any extension, modification, or renewal of the Loans, the Bank may not disturb the occupancy of any Resident, provided that the Resident complies with the terms and conditions of his or her Residency Agreement, and upon the Bank's exercise of rights or remedies under the Loans (as extended, modified or renewed from time to time) recognizes the Bank as a successor to Fox Hill as landlord.

7.12. Survival. The provisions contained in Sections 3.2, 3.7, 4.3, 5.5, 7.1, 7.2, 7.4, 7.10, 7.12, 7.14 and 7.15 shall survive any termination of this Agreement.

7.13. Entire Agreement. This (a) Agreement with its Exhibits, (b) the Resident's Application and related documents, (c) the provisions of the Purchase and Sale Agreement that expressly survive the closing, (d) the Pledge Agreement, (e) the Fox Hill Articles of Organization and Bylaws, as they may be amended from time to time, and (f) if executed, the Parking License Agreement, constitute the entire agreement between Resident and Fox Hill (collectively the "Fox Hill Village Instruments"). Fox Hill will not be liable for, or bound by, any statements, representations or promises made to Resident by any person representing or purporting to represent Fox Hill or the Village unless such statements, representations or promises are expressly set forth in a writing, signed by an authorized representative of Fox Hill.

7.14. Binding Effect. This Agreement is binding upon the successors and assigns of Fox Hill and the heirs and personal representatives of Resident. The provisions of this Agreement are not assignable or transferable in whole or in part by Resident.

7.15. Severability. Each provision of this Agreement will be deemed separate from each other provision and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the balance of this Agreement.

7.16. Non-Discrimination. The Village is operated to provide the facilities and services described in this Agreement to individuals regardless of race, color, sex, religion, creed, national origin, sexual orientation or handicap. All individuals residing in the Apartment either as Occupants or Residents represent they are 62 years of age or older.

7.17. Notices. Any notice to Fox Hill by Resident must be given in writing and mailed or delivered to Fox Hill at the administrative office of the Village or at such other address as Fox Hill may designate in writing. Any notice to Resident by Fox Hill must be given in writing and mailed or delivered to Resident's Apartment or at such other address as Resident may designate to Fox Hill in writing.

7.18. Governing Law. This Agreement is governed by the laws of the Commonwealth of Massachusetts.

[Rest of page left intentionally blank]

IN WITNESS WHEREOF, Fox Hill and Resident have signed this Agreement on the date first written above.

FOX HILL VILLAGE HOMEOWNERS CORPORATION

By: _____
Its Authorized Agent

RESIDENT

OCCUPANT

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EXHIBIT I
Apartment Furnishings

Appliances

Fox Hill Village will provide the following standard appliances in all apartments: a refrigerator, oven/range, dishwasher, and garbage disposal. Fox Hill will maintain, repair and replace these appliances as necessary. Washer/dryers and microwaves are not standard, and their repair or replacement are at the resident's sole expense.

Customized apartments may have upgraded appliances in lieu of standard appliances. Residents are solely responsible for the repair and replacement of upgraded appliances. Your Residency Agreement will indicate if your apartment has standard or upgraded appliances.

Window Treatments

Fox Hill does not provide window treatments. Any blinds or shades installed in the apartment are the responsibility of the Resident. Curtains installed by Resident must have a neutral fabric on the exterior facing side.

Parking

Non-designated outdoor parking spaces are available at no cost for Resident and Resident's guests. Recreational and oversized vehicles will be allowed subject to space availability and the prior written approval of Fox Hill. Fox Hill has licensed, designated parking spaces under the building. Contact the Sales Office if you are interested in purchasing a parking license.

Storage Area

Each apartment comes with a designated storage area/cage (various sizes, approximately 6' by 5' by 3') for Resident's personal use at no extra charge.

EXHIBIT II

Community Areas Available to Fox Hill Residents

- Main Dining Room
- Private Dining Room
- Grille/café
- Hunt Room (Pub)
- Bistro
- Auditorium
- Library
- Indoor heated swimming pool
- Fitness Center
- Aerobics/yoga room
- Golf Simulator
- Woodworking Room
- Card and Game Rooms
- Billiards Room
- Multi-Purpose Activity Room
- Laundry Room
- Salon and Spa,
- Health and Wellness Center
- Physical therapy clinic
- Classroom
- Meeting spaces
- ATM
- Village Pantry

EXHIBIT III

Services Included in the Monthly Fee

Food Service. Breakfast, lunch and evening dining, with a selective menu, are served daily. As part of the Monthly Fee, each Resident receives a specified amount of Dining Dollars every month to use at any Fox Hill dining venue. These Dollars may be used at any time during that month for Resident's meals or for guest dining. A surcharge will apply for guest meals at the monthly buffet, premium Holiday dinners, weekly summer BBQs and Theme Nights. Any unused Dining Dollars for any calendar month will be forfeited and may not be applied as a credit against meal charges for any other period. A Resident absent from the Village for more than 30 consecutive days will receive a partial meal credit allowance per day prorated on a daily basis if Resident gives Fox Hill written notice at least 10 days in advance, except that advance notice is not required for health-related absences. Liquor purchases, room service fees, bagging fees, items requested in addition to the prefix dinner offer, and special orders for catered events, will be an additional charge.

Housekeeping. Housekeeping of the Apartment, including vacuuming, dusting, bathroom and kitchen cleaning and changing of bed linen, will occur on a scheduled basis every other week.

Utilities. Sewer, water, electricity, heat and air-conditioning for the Apartment are included. The Apartment is centrally wired for cable television, high-speed Internet service, and telephone hook-ups. Installation and monthly cable, Internet and telephone charges will be paid by Resident if service is desired.

Emergency Alert System. Village personnel will monitor the emergency alert systems and coordinate emergency responses as appropriate at no additional charge. Charges for Fox Hill nurses responding to an emergency alert that do not result in immediate transport to a hospital are not included in the Monthly Fee and will be charged to the Resident.

Security. Each building entrance has a security access system. Security personnel are on duty twenty-four hours a day, seven days a week.

Laundry. Self-service laundry facilities for Resident's personal laundry are located on the Lower Level .

Maintenance. Fox Hill will maintain all grounds and community areas and will be responsible for repairs, maintenance and replacement of the Apartment appliances provided by Fox Hill and the mechanical systems as are necessary due to normal wear and tear. Resident is responsible for the cost of repairs and replacements for appliances not provided by Fox Hill and repairs or replacements due to Resident's negligence.

Transportation. Local transportation is available Monday through Friday (holidays excluded) on a regularly scheduled basis to designated shopping, social events, medical facilities, places of worship and other local destinations within a five-mile radius of the Village.

Social and Recreational Programs. The Director of Resident Services will coordinate a

variety of social, recreational, educational and cultural programs.

Health and Wellness Center. The Center is open Monday through Friday. Residents may drop in to discuss health concerns with the staff. In addition, the Wellness Center staff arranges or conducts programs promoting wellness and preventive health maintenance, including flu clinics and blood pressure screenings.

Social Worker. A social worker will meet with any Resident to discuss concerns and will either work directly with the Resident to resolve an issue or refer the Resident to an appropriate resource.

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EXHIBIT IV

Services Available at an Additional Charge

- Additional housekeeping
- Laundry services for personal items
- Guest rooms on a reservation basis
- Additional transportation
- Catering for special occasions
- Room service, packing and delivery
- Additional and guest meals
- One-on-one Fitness coaching
- Maintenance personnel
- Home visits by the on-call nurse or certified nurse assistant
- Personal Care Services provided by Fox Hill Support Services

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EXHBIT V

FOX HILL VILLAGE HOMEOWNERS CORPORATION

Policy on Transfers Based on Need for Support Services

I. Introduction

Fox Hill Village Homeowners Corporation (“Fox Hill”) has worked diligently to develop and refine fair and humane policies for the transfer of residents based on the need for support and medical services. The Fox Hill Board of Directors first adopted a Policy on Transfers in 1995, and it has modified its policy several times to reflect its experience with the policy and changes in long term care options. In developing and reviewing the policy, the Board is guided by the provisions of the Shareholder Documents, the requirements of federal and state law, including requirements for licensure, the expressed concerns of Fox Hill Residents, and the experience of Fox Hill and other life plan communities (formerly known as continuing care retirement communities).

Fox Hill’s mission is to provide a “welcoming, healthy, active and enriching environment” that will allow its residents to live with maximum independence throughout their retirement years. Fox Hill is known as a vibrant community with high standards of service and attentive care, and the Board is committed to maintaining the environment and quality services for which Fox Hill is known. While Fox Hill provides many services, it has limits. It does not have the trained staff, equipment or safety features found in health care settings, nor does it have a license as a health care provider. As a result, when considering how to support residents with health care or support needs, these factors become paramount when assessing appropriate placement.

Taking all these factors into account, the Board’s current transfer policy may be summed up as follows: Residents may remain in their residential apartments as long as such placement is safe for the Resident, does not unreasonably tax the resources of the Fox Hill staff, and does not pose a risk to the community at large.

It is intended that this policy will be implemented with fairness, compassion and flexibility. Each case will be evaluated individually, but Fox Hill does not have the resources to coordinate the level of care and supervision generally required by those needing assistance twenty-four hours per day. Long term care options, supportive technology and Fox Hill’s experience will continue to evolve, and the Board reserves the right to modify this policy in the future to reflect such developments to assure resident safety and the smooth operations of Fox Hill Village as a residential retirement community.

II. Definitions

- A. Activities of Daily Living. Eating, dressing, toileting, bathing, transferring, and mobility and for those with cognitive deficits, Limited Cognitive Support.
- B. Assisted Care Services. Fox Hill’s in-house program providing up to ten (10) hours of assistance per week with the Activities of Daily Living and/or Limited Cognitive Support by

certified nursing assistants and nurses employed by Fox Hill, under the supervision of the Director of Health Services.

- C. Health Services Team. The team consisting of, the Social Worker, and Nurse Practitioner or registered nurse. , The team meets weekly with the CEO to assess care and service needs of Fox Hill Residents.
- D. Limited Cognitive Support. Provision of intermittent and limited redirection, cueing or supervision due to cognitive impairment of Residents.
- E. Listed Agency. Any home care agency listed by the Fox Hill Health Services Team whom a Resident may employ directly to supplement the services provided by the Assisted Care Program. A Listed Agency has established to Fox Hill's satisfaction that it i) has established high quality care criteria, ii) conducts background checks of its employees, iii) provides its employees with appropriate training and on-going supervision, and iv) makes satisfactory provision for substitute coverage as needed.
- F. Home Care Services. Any home care services delivered to Residents in their Units by Listed Agency Personnel or by a Private Helper, as a supplement to services delivered to Residents under the Fox Hill Assisted Care Program.
- F. Listed Agency Personnel. Individuals employed by a Listed Agency.
- G. Listed Private Helper. An individual listed by the Fox Hill Health Services Team whom Residents may employ directly to supplement the services provided by the Assisted Care Program. These individuals have demonstrated their familiarity with the rules and procedures at Fox Hill, and other Fox Hill residents have found their performance to be satisfactory.
- H. Private Home Care Services. Home care services delivered to Residents in the residential apartments by Listed Agency Personnel or by a Listed Private Helper, as a supplement to the services delivered to Residents by Fox Hill the Support Services program.

III. Criteria and Process for Provision of Assisted Care Services

Residents who need assistance with Activities of Daily Living or limited support due to cognitive impairment may remain in their residential apartment with support from the Support Services Program if the Health Services Team determines such arrangement will not pose a threat to the well-being of the Resident or the community at large. Generally speaking, the Health Services Team will request that a Resident agree to receive Support Services when:

- a. The Resident requires ongoing assistance in one or two of the Activities of Daily Living; and/or
- b. The Resident needs Limited Cognitive Support; and
- c. The Health Service Team believes Assisted Care Services may be safely delivered and monitored in a residential setting.

The process for setting up a Support Services plan starts with an evaluation of the Resident. The Health Services Team will then meet with the Resident, and any family members, physicians or other representatives whom the Resident wishes to be invited to discuss its evaluation and its proposed program of care.

IV. Criteria for Supplementing Assisted Care Services with Private Care

The Health Services Team will monitor the care and condition of Residents receiving Support Services to ensure quality and appropriate scope of care and to maintain safeguards for the community at large. If, over time, the Resident routinely requires more than ten (10) hours of support each week, the Health Services Team will assess whether such additional care can be safely provided and monitored in a residential setting, or whether the Resident should transfer to a higher level of care.

If the Health Services Team determines that a Resident may safely receive additional private care as a supplement to the Assisted Care Services, a Resident may arrange for Private Home Care Services at Resident's expense. Resident must agree to abide by the Policies and Procedures for the Use of Listed Agencies and Private Helpers, as it may be amended from time to time. A current copy is appended as Exhibit A.

V. Criteria for Transfer to a Nursing or Other Facility

When a Resident requires extensive assistance with Activities of Daily Living, regular, on-going cognitive support or skilled care, the Health Services Team will evaluate the Resident to determine the most appropriate setting and meet with the Resident and any family members, physicians or other representatives whom the Resident wishes to be invited to discuss its evaluation. Fox Hill will generally recommend that a Resident transfer to a special care assisted living facility, a skilled nursing facility or other specialty facility when:

- a. The Resident regularly requires assistance with three or more Activities of Daily Living;
- b. The Resident has cognitive impairments that are not limited, and require regular and on-going redirection, cueing, or supervision;
- c. The Resident requires a lift device or a two-person transfer;
- d. The Resident has medical conditions or behavioral issues which the Fox Hill staff cannot effectively manage;
- e. The Resident is a safety risk to self or to others; or
- f. The Resident disrupts others in the community, and is unable or unwilling to modify behavior appropriately.

If the Resident disagrees with the decision of the Health Services Team to request a transfer of the Resident to a higher level of care, the Resident may appeal the decision to the Fox Hill Board of Directors.

VI. Appeals Process

To appeal the decision of the Health Services Team regarding a transfer to a higher level of care, the Resident must contact the President of the Board of Directors and request a review of the decision. The request must be in writing and must be sent within 14 (fourteen) days of the Health Services Team's decision. In the request, the Resident should state all reasons why the Resident believes the decision to be in error. The Resident must accompany the statement with signed HIPAA releases to enable the Board to review, if it deems necessary, the resident's medical records.

The Board or an ad hoc subcommittee of the Board will (a) review information it deems important, which may include the Resident's statement and medical records, and (b) speak with the Resident, members of the Health Services Team, and other individuals with information which the Board deems important to its decision. The Board will make a final determination within a month of the Resident's request for a Board review, provided that the review period will be extended in the event there is a delay in obtaining relevant medical records.

During the appeal process, Fox Hill may require the Resident to transfer from Fox Hill to the type of facility suggested by the Health Services Team or such other facility selected by Resident, but such transfer shall be classified as a Temporary Transfer pending completion of the review process. Should the resident be permitted to remain in his or her residential apartment during the appeal process, Fox Hill may require the Resident to receive Support Services, with up to 24 hours per day of supplemental private care.

As last amended on July 18, 2017

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