

NEW POND VILLAGE DISCLOSURE STATEMENT

Owned and Operated By

BH Brightview New Pond Village Opco LLC
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Subject to Change Without Notice

NEW POND VILLAGE INFORMATION STATEMENT

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BH BRIGHTVIEW NEW POND VILLAGE OPCO LLC DISCLOSURE STATEMENT

INTRODUCTION

BH Brightview New Pond Village Opco LLC, a Delaware limited liability company (“NPV”), is providing you with this Disclosure Statement in accordance with Chapter 93, Section 76 of the General Laws of the Commonwealth of Massachusetts. This Disclosure Statement includes a summary of certain documents governing the contractual relationship between you and NPV if you choose to live in New Pond Village.

NPV advises you to review the documents in detail and have them reviewed by your personal legal and financial advisors. While NPV is not aware of any inconsistencies between this Disclosure Statement and the attached documents, if there is any conflict, the provisions of the attached documents will govern.

This Disclosure Statement describes the current services that NPV is offering its Residents. The services may change over time. Consequently, this Disclosure Statement should not be deemed a guaranty that all of the services described below will continue to be offered throughout your residence at New Pond Village.

NEW POND VILLAGE

New Pond Village is located southwest of Boston at the corner of Bullard Street and Route 1A in Walpole, Massachusetts and abuts Willett Pond (also known as New Pond). New Pond Village is comprised of Crosbey House, a home for Residents desiring retirement living and Aldridge House, a home for Residents in need of special assistance (together, the “Village”). NPV owns and operates the Village.

Harrington House, a skilled nursing facility, is located on the same campus as New Pond Village. Ventas Realty Limited Partnership owns Harrington House and leases it to Kindred Healthcare, Inc., operator of Harrington House. NPV has no role in the management of Harrington House.

The parking areas for, and the land immediately surrounding each building, are common areas for each building. These common areas are for the exclusive use of the Residents within the building adjacent to such common areas. The remainder of the campus property, including the driveway, the retention pond and the open areas around the perimeter of the campus, is open to use by the Village and Harrington House and is maintained by the owners of both the Village and Harrington House.

Residents of the Village have the use of its two dining rooms, multi-purpose activity rooms, private dining rooms, cafe, library, convenience store, game rooms, exercise room, greenhouse, crafts room, billiards room, hobby room, beauty/barber salon, and laundry/lounges. NPV provides one assigned surface parking space per apartment home to the Residents who drive.

Crosbey House, a three-story wood frame structure, is for residents who are capable of living on their own (without special assistance). Crosbey House consists of 167 apartment homes in a variety of floor plans having one and two bedrooms. Each apartment home in Crosbey House is furnished with carpeting, sheer curtains, garbage disposal, self-defrosting refrigerator and freezer, range, continuous cleaning oven, and dishwasher, and each has a designated dry storage area.

Aldridge House is located on the first two floors of the same wood frame building in which Crosbey House is located and is intended for residents who require some assistance with activities of daily living. Aldridge House contains 32 apartment homes for those who may need sustained personal care but not full-time nursing care. The Aldridge House apartment homes are physically similar to the Crosbey House apartment homes, but they do not have kitchen ranges, ovens, dishwashers, garbage disposals or patios.

All apartment homes in Crosbey House and Aldridge House are equipped with smoke detectors and sprinklers. In addition, each apartment has an emergency alert system in the bathroom areas. Reception or security personnel monitor all calls and coordinate emergency responses as appropriate. See the Section, captioned “*Temporary Health-Related Transfers*,” for a description of the situations in which Residents may transfer between the various components of the Village.

Harrington House is comprised of two 45-bed skilled nursing units in a one-story steel frame building. To the extent allowed by law, Residents of the Village are given priority admission to Harrington House over individuals who are not Residents of the Village. NPV cannot guarantee admission to Harrington House or any other health care facility

SERVICES AND FEES

If you choose to live in the Village, you must sign NPV’s Residency Agreement, pay an Entrance Fee and pay an ongoing monthly service fee based upon the size of the apartment home selected, the number of occupants and the optional services received. If two Residents occupy a single apartment home, a single Entrance Fee will be required from those Residents. The monthly service fee and personal care service fees are subject to adjustment whenever NPV deems a change is necessary to permit continued operation of the Village on a financially sound basis. Appendix F sets forth the frequency and average dollar amounts of rate increases for the past five years that have been made by NPV and its successors.

As a Resident of Crosbey House, you will be entitled to your choice of one meal (breakfast, lunch or dinner) for each day of the month, plus social and recreational programs, wellness programs, housekeeping, maintenance, utilities (including sewer, water, electricity, heat, and air conditioning but excluding telephone, cable television and internet service), certain local transportation services, and security services, all as described in more detail in the attached Residency Agreement and Resident Handbook.

As a Resident of Aldridge House, you will be entitled to three meals per day plus social and recreational programs, wellness programs, housekeeping, maintenance, utilities (including sewer, water, electricity, heat, and air conditioning but excluding telephone, cable television and internet service), certain local transportation services, and security services, all as described in more detail in the attached Residency Agreement and Resident Handbook. In addition, you will also receive scheduled personal care services.

Residents transferring to, or initially occupying, Aldridge House will pay the standard monthly service fee then in effect for such facility and a fee for personal care services provided in Aldridge House. Residents transferring from unit to unit or between Crosbey House and Aldridge House may be liable for an additional Entrance Fee at the time of the transfer.

Additional meals and other services will be available to all Residents for an additional charge. NPV reserves the right to alter the menu of services from time to time, as NPV deems necessary or desirable.

Current monthly service fees are listed in Appendix D to this Disclosure Statement and are subject to change from time to time. Each Resident must pay the monthly service fee and other charges on a timely basis. Failure to pay the applicable fees may result in termination of the Residency Agreement and termination of the Resident's right to reside in the Village.

TEMPORARY HEALTH-RELATED TRANSFERS

If, while you are a Resident of Crosbey House or Aldridge House, NPV determines that you need additional health or nursing care beyond what NPV is capable of providing you, NPV will assist you in transferring to a hospital or to Harrington House or another skilled nursing facility on a temporary or permanent basis. In making that determination, NPV will consult, to the extent feasible, with your personal physician, family members or your personal representative. Similarly, if you believe that your health status requires you to transfer to a hospital or to Harrington House or another skilled nursing facility on a temporary or permanent basis, you may do so, subject to the provisions of the Residency Agreement.

During a temporary transfer to a hospital or skilled nursing facility, you must continue to pay the Crosbey House or Aldridge House apartment home monthly service fee. Aldridge House Residents will continue to pay the personal care service fee for the first 30 days of their absence. After 30 days, NPV will waive the personal care service fee until you return to your apartment home.

If your temporary transfer becomes permanent, you will be required to remove all personal property and surrender the keys. NPV also may make the apartment home available to other Residents and you will no longer be required to pay the monthly fee. Generally, you determine whether your transfer continues to be temporary or is permanent. NPV, however, reserves the right to change your status after an absence of more than 60 days.

You (and not NPV) will be responsible for the cost of services that you receive from health care professionals or at health care facilities, such as Harrington House or some other skilled-nursing facility, an acute care hospital, a rehabilitation hospital, a substance abuse clinic, or a psychiatric facility. All Residents are required to maintain coverage under Medicare Parts A and B. NPV also strongly recommends that you maintain a Medicare supplemental policy.

APPLICATION AND RESERVATION AGREEMENT

Before being admitted as a Resident of the Village, you must complete a Confidential Data Application. If NPV determines that you satisfy the standards for admission to residency, you may reserve an apartment home by entering into a Reservation Agreement and paying a reservation deposit equal to 10% of the Entrance Fee for the designated apartment home amount (See the Section captioned “*Residency Agreement, Payment of Entrance Fee and Deferred Fee,*” below). The reservation deposit will be held by NPV. NPV will return the reservation deposit if you terminate the Reservation Agreement or fail to occupy the Apartment Home. The reservation deposit will be credited against your Entrance Fee when you move into your Apartment Home.

NPV also requires that you complete a health statement review and have a preadmission assessment performed by a nurse employed by NPV. NPV will use the pre-admission assessment, along with the results of the health statement review, to determine your eligibility to move into the Village as well as the level of care you may require.

You may terminate the Reservation Agreement at any time prior to occupancy. Under certain circumstances described in the Reservation Agreement, NPV may also terminate the Reservation Agreement before occupancy. In either case, the reservation deposit will be refunded in full, without interest.

RESIDENCY AGREEMENT, ENTRANCE FEE, NEW RESIDENTS FEE, AND DEFERRED FEE

Prior to moving into your apartment home, you must sign a Residency Agreement and pay the Entrance Fee. A copy of the Residency Agreement is attached as Appendix B. NPV reserves the right to make changes to the Agreement prior to execution by the Resident. The Entrance Fee amount will vary according to the size and type of the apartment home chosen. New Residents also pay a one time New Residents Services Fee that covers certain services provided to new residents, as set forth in the Residency Agreement.

Under the terms of the Residency Agreement, NPV has established a Refund Reserve Fund (the “Refund Reserve Fund”). NPV maintains the Refund Reserve Fund in a segregated account expressly earmarked only for redemption of Entrance Fees. The Refund Reserve Fund will be invested in bank deposits, certificates of deposit, government securities and similar investments. NPV periodically will adjust the amount of the Refund Reserve Fund to equal ten percent of the total Entrance Fees received from current Residents at the Village on and after September 22, 2004.

If two persons occupy the apartment home, repayment of the Entrance Fee amount will be made only after the Residency Agreement is terminated for both individuals.

Upon the repayment of your Entrance Fee, you, or upon your death, your estate, will receive a refund of 90% of the Entrance Fee pursuant to paragraph 4.3(a) of the Residency Agreement. NPV retains the other 10% of the Entrance Fee as a Deferred Fee. If the Residency Agreement terminates within the first nine months following your occupancy, NPV will prorate the deferred fee on a one-percent-per-month basis. If you owe NPV any fees or unpaid charges of any kind at the time NPV must repay the Entrance Fee, NPV has the right to offset those fees and charges against the refund due you or your estate.

PROVIDER INFORMATION

NPV is managed by Brightview Senior Living. Brightview Senior Living is a leading national provider of assisted and independent living services for the elderly. As of July 1, 2014, Brightview Senior Living, Inc. and its affiliates owned or managed over 105 communities in 10 states with a total of approximately 12,282 units, including over 4000 assisted living and independent living units.

The names of NPV's officers and a brief description of their occupation with NPV, and its most recent annual financial statements are attached as Appendix E. Neither NPV nor Brightview Senior Living is affiliated with any religious, charitable or other nonprofit organization.

FURTHER INFORMATION

Any prospective Resident who desires further information with regard to New Pond Village should call or write the Community Sales Director, New Pond Village, 180 Main Street, Walpole, Massachusetts 02081, (508) 660-1555.

Thank you in advance for considering New Pond Village!