

## APPENDIX B

**RESIDENCY AGREEMENT**  
**BH Brightview New Pond Village Opco LLC**

RESIDENT (S):

RESIDENT (S):

APARTMENT HOME NUMBER

ENTRANCE FEE AMOUNT:

NEW RESIDENT SERVICE FEE:

INITIAL MONTHLY SERVICE FEE:

INITIAL MONTHLY PERSONAL CARE SERVICES FEE (If applicable):

**THIS RESIDENCY AGREEMENT** is entered into by the Resident(s) named above (individually and/or collectively “Resident”) and BH Brightview New Pond Village Opco LLC, a Delaware limited liability company (“Operator”), which operates Crosbey House and Aldridge House at New Pond Village in Walpole, Massachusetts (Crosbey House, Aldridge House and the surrounding grounds are sometimes referred to in this Agreement as the “Village”) as of the date set forth below on the signature page.

**1. GENERAL SERVICES AND FACILITIES.**

1.1 ***Basic Agreement.*** In exchange for the Entrance Fee and payment of monthly service fees and personal care service fees, Resident shall be entitled to occupy the Apartment Home indicated above and receive the services and use the facilities described in this Agreement according to the provisions of this Agreement and the Resident Handbook, a copy of which was furnished to Resident with this Agreement and is incorporated into this Agreement by this reference (the “Resident Handbook”). Occupancy of the Apartment Home will begin on the date (the “Occupancy Date”) shown on the signature page of this Agreement.

1.2 ***Apartment Furnishings.*** With the exception of apartment homes in Aldridge House, each Apartment Home is furnished with carpeting, sheer curtains, self-defrosting refrigerator and freezer, range, continuous cleaning oven, dishwasher, microwave oven, garbage disposal and emergency response systems in each bathroom. The apartment homes in Aldridge House are furnished with carpeting, sheer curtains, micro-wave oven and countertop refrigerator and do not include ranges, ovens, dishwashers, garbage disposals or patios. One surface parking space per Apartment Home is provided for Residents who drive during the term of this Agreement. The Apartment Home also has a designated storage area for Resident’s personal use.

1.3 ***Community Areas.*** Resident shall have the nonexclusive right to use the Village’s community areas as such may be designated by Operator from time to time during the term of this Agreement. Operator reserves the right to exclude any Resident or their guests from any of the community areas for inappropriate or disruptive behavior. Times of availability and other situations that may affect Resident’s right to access and use of the community area are set forth in the Resident Handbook.

1.4 ***Included General Services.*** During the term of this Agreement, Operator will provide Resident with the following services. A detailed description of all these services is provided in the Resident Handbook:

- Food Service - One meal per day for Crosbey House Residents and three meals per day for Aldridge House Residents receiving personal care services.
- Housekeeping - Every other week in Crosbey House and weekly in Aldridge House for Residents receiving personal care services.
- Utilities - All utilities except cable and telephone services.
- Emergency System - Apartment Home furnished with response system and monitored internally 24 hours per day.
- Security - Staff available will be onsite throughout the day.
- Laundry - Self-service facilities will be available throughout building.
- Maintenance - Operator will provide maintenance staff to manage daily repairs of all property of the Village.
- Transportation - Fleet of vehicles with drivers available to provide driving to scheduled local destinations.
- Entertainment and Recreation Programs - A variety of entertainment, recreational, educational and cultural programs coordinated by staff.
- Wellness Programs - A variety of educational and health screening programs coordinated by a staff nurse.

1.5 ***Additional Services.*** The following additional services will be available at the Village on a fee-for-service basis:

- Additional housekeeping.
- Laundry services for personal items.
- Catering for special occasions.
- Additional transportation.
- Nurse Assessments
- Room service.
- Additional and guest meals.
- Personal care services
- Personal maintenance services
- Security pendant for Independent Residents

Charges for additional services will be made in accordance with Operator's additional services fee schedule and will be billed to Resident monthly. Operator reserves the right to make changes to the additional services or to add or discontinue one or more of the additional services in its discretion from time to time during the term of this Agreement with a minimum of thirty (30) days notice.

1.6 ***Alteration to Apartment Home.*** Resident may make nonstructural alterations to the Apartment Home (including painting, wallpapering, building of bookshelves, etc.) with the prior approval of Operator. Any approved alteration will be performed at Resident's expense by the Village's maintenance staff or by a contractor approved by Operator. Resident shall not replace or add any locking devices to the Apartment Home. Upon termination of the Residency Agreement, Resident shall reimburse Operator all of its expenses to restore the Apartment Home

to its original unaltered condition. Resident may not make alterations or additions to any area outside the Apartment Home, including corridors and apartment entrance alcoves.

**1.7 Maintenance of Apartment Home and Community Areas.** The Operator is responsible for necessary repairs, maintenance, and replacement of the Operator's property and equipment due to reasonable wear and tear. Maintenance, repair, or replacement of any property damaged through the damage or neglect of the Resident will be the sole responsibility of the Resident. Any reasonable costs associated with the Resident's damage or neglect will be billed to the Resident.

**1.8 Security.** The Resident acknowledges and agrees that the Operator is not an insurer of the Resident's person or property, and is not liable for any personal injury or property damage. This includes, but is not limited to, damage to, loss or theft of vehicles or personal property of the Resident, or the Resident's agents, guests or invitees. It is recommended that a Resident, at their expense, obtain Renter's Insurance. The Operator shall provide reasonable security of the community on a twenty-four (24) hour, seven (7) days a week basis. The Resident also agrees to abide by rules prohibiting unauthorized access through locked doors or other means. Emergency signaling devices are provided at marked locations throughout the community. Staff is available at all times to request emergency medical and protective services, such as 911, police and ambulance service. The Operator does not provide protective and emergency medical services, and any costs related to these services are the sole responsibility of the Resident.

## **2. HEALTH CARE SERVICES AND FACILITIES.**

**2.1 Aldridge House.** Aldridge House is a community for persons in need of sustained personal care services. A Resident desiring to transfer to Aldridge House and meeting the standards then in effect for admission to Aldridge House will be given priority admission. Admission directly to Aldridge House will be available to new applicants when a vacant apartment home in Aldridge House is available. Upon transfer or direct move-in to Aldridge House, Operator will provide the personal care services requested by the Resident and will bill monthly for such services at Operator's then current rates. In the event the resident is hospitalized or is in the care of a rehabilitation facility, the daily charge for personal care will remain in effect for up to 30 days following the transfer from Aldridge House.

**2.2 Harrington House.** Although Operator has no ownership or control of Harrington House, the skilled nursing facility currently located adjacent to the Village, Operator has an understanding with Harrington House to provide priority admission, to the extent allowable by law, to Residents desiring to transfer and meeting the standards then in effect for transfer to Harrington House. Operator may enter in arrangement with other nursing home operators from time to time to provide priority admission to the extent allowable by law. Operator cannot guarantee admission to Harrington House or any other health care facility.

**2.3 Temporary or Permanent Transfers.** If the Apartment Home covered by this Agreement is located in Crosbey House and Operator determines that Resident is unable to live independently in the Apartment Home, the Resident, if requested by Operator, shall transfer to Aldridge House or, if Resident's condition is too acute for Aldridge House, Resident shall transfer to a nursing home or other appropriate health care facility. The decision as to whether any such transfer is permanent (hereinafter referred to as a "Permanent Transfer") or temporary

(hereinafter referred to as a “Temporary Transfer”) shall involve the Operator and to the extent feasible, Resident, Resident’s family members or representatives, and Resident’s attending physician. Operator, however, has the right to deem a Temporary Transfer outside of the Village to be a Permanent Transfer if Resident is absent from his or her Apartment Home for more than 60 consecutive days.

#### **2.4 *Basis to Determine Whether Transfers are Temporary or Permanent***

(a) **Temporary Transfer** - A Resident will be considered to have made a Temporary Transfer if, based on Resident’s health status, that Resident is likely to return to the Apartment Home within 60 days.

(b) **Permanent Transfer** - A Resident will be considered to have made a Permanent Transfer based on Resident’s health status, that Resident is likely to be in need of nursing care for the foreseeable future, or Operator determines, after Resident has been absent for more than 60 consecutive days, that Resident’s condition is not likely to improve.

(c) Notwithstanding anything to the contrary in this Agreement, if Operator disagrees with any determination made by or on behalf of Resident under this Section 2, Operator reserves the right to terminate this Agreement pursuant to the criteria in Section 4.1(b).

**2.5 *Agreement to Transfer to Other Facilities If Required.*** If Operator determines that Resident has a medical or physical condition that requires health care services beyond those for which Aldridge House is staffed or equipped to provide or if Resident requires skilled nursing services, Resident agrees to leave the Village for such health care or skilled nursing services. If Resident’s medical or physical condition requires extended health care services, this Agreement will be subject to termination in accordance with Section 4.1(b).

**2.6 *Re-admission to Crosbey House.*** If after a transfer to Aldridge House or a Permanent Transfer to a nursing facility, Resident again meets the standards for admission to residency of Crosbey House and wishes to return to Crosbey House, Resident will be given priority admission for an apartment home in Crosbey House when any such apartment home becomes vacant and available.

**2.7 *Medicare.*** During the term of this Agreement, each person who is a Resident will be required to enroll in the Medicare Parts A and B programs, in any future program that may be offered by Medicare or in any similar or successor governmental program. A Resident who is not qualified for Medicare coverage due to age will maintain comprehensive health insurance coverage satisfactory to Operator. Evidence of such insurance will be provided to Operator upon request. Resident, not Operator, will be responsible for the cost of services rendered in an acute care-hospital, a rehabilitation hospital, a skilled nursing facility, a substance abuse clinic, or a psychiatric facility.

**2.8 *Charges During Transfer.*** During a Temporary Transfer, Resident will continue to pay the monthly service fee, and, if applicable, the personal care services fee for the Apartment Home. In a single occupancy, a Permanent Transfer will be effective on the termination date specified either in Section 4.1(a) or (b), as may be applicable. Thereafter, Resident will no longer be required to pay the monthly service fee. In a double occupancy, a

Permanent Transfer will be effective on the date the Operator is advised second resident will no longer reside at New Pond Village, the monthly service fee is reduced for the Resident remaining in the Apartment Home to the single occupancy monthly service fee and the Resident transfers to a nursing home or other permanent arrangement.

### 3. **FEES**

3.1 ***Entrance Fee.*** Resident or guarantor shall pay the Entrance Fee as stated on the first page of this Agreement before occupying the Apartment Home. Two Residents occupying a single unit shall be required to pay only one Entrance Fee. The Entrance Fee is refundable to the Resident upon surrender of the Apartment Home by all Residents listed on the first page of this Agreement residing the Apartment Home (except in cases of transfer to another Apartment Home in the Village). The Entrance Fee shall be refunded to the Resident or the Resident's legal representative, minus the Deferred Fee and other adjustments, as described in Section 4 of this Agreement.

3.2 ***Monthly and Additional Service Fees.*** Crosbey House Residents will pay a monthly service fee for the services described in Section 1.4. Aldridge House Residents will, in addition to the monthly service fee, pay a personal care services fee. Upon not fewer than 30 days' prior notice to Resident, Operator may change the base monthly services fee and the personal care services fee. The base monthly service fee will be prorated on a daily basis for the first month of occupancy. Fees for additional services will be charged in accordance with the additional services fee schedule established by Operator. The additional service fee schedule is subject to change at any time upon not fewer than 30 days' prior written notice to Resident.

3.3 ***Billing.*** Resident may charge items that will be posted to monthly statements, including guest meals, guest rooms, additional housekeeping services, etc. Monthly statements will be distributed to Residents in sealed envelopes. Additional service fees incurred the previous month and the monthly fee for the current month will be included. Payment is due on the tenth of each calendar month.

3.4 ***Late Charge.*** All fees and charges are due and payable in full on the due date set forth on the invoice. If Resident fails to remit the fees when due and such failure continues for a period of thirty (30) days, Operator may assess a late charge of one and one-half percent (1.5%) of the outstanding balance that is late for each month that the fees remain outstanding. If Resident's check is not honored for payment, Operator will assess a bank service fee of \$25 in addition to any other fees that are assessed.

3.5 ***Change in Occupancy.*** If the Apartment Home is occupied by two persons and one permanently vacates the Apartment Home for any reason, the remaining Resident's obligations under this Agreement will continue in full legal force and effect as to the remaining Resident, and the monthly fee will be adjusted to reflect the single occupancy rate then in effect for the Apartment Home. If a Resident and a nonresident (including a new spouse) desire to share the Apartment Home, the nonresident may become a Resident and live in the apartment only if the nonresident meets the standards for admission to residency of the Village and both persons execute a new Residency Agreement. In such event, the monthly fee will be adjusted to reflect the rate for double occupancy then in effect for the Apartment Home. If the nonresident does not meet the Standards for Admission, then the nonresident will not be permitted to live in

the Apartment Home. In such circumstances, Operator may, in Operator's sole discretion, waive the Standards for Admission for such nonresident.

3.6 ***Liability for Charges.*** Each person who is designated as a Resident in this Agreement is jointly and severally liable for the payment of the monthly fees, additional service fees, and all other amounts required to be paid to Operator pursuant to the provisions of this Agreement. If Operator initiates legal action or other proceedings to recover amounts from Resident due Operator under this Agreement, Operator also will be entitled to recover legal fees and costs, including attorney's fees and expenses, incurred in connection with the Operator's enforcement of this Agreement.

3.7 ***New Resident Services Fee.*** Resident shall pay the New Resident Services Fee as stated on the first page of this Agreement before occupying the Apartment Home, which covers all the services listed below. This New Resident Services Fee ("New Resident Services Fee") is refundable on a prorated basis through the first 30 days, if Resident moves out for any reason. After the first 30 days, the New Resident Services Fee is not refundable. The New Resident Services Fee covers the following services and items:

- Processing of all administrative documentation, pertinent personal information, and other processing necessary for billing procedures.
- Preparation of Residency Agreement, etc.
- Orientation and introductions by the staff, including a Resident Handbook.
- All apartment-cleaning and refurbishment prior to move-in.
- Assistance with settling-in by Operator's maintenance staff

#### 4. **TERM, TERMINATION AND DEFERRED FEE; CHANGES IN OCCUPANCY.**

4.1 ***Termination of Residency.*** This Agreement shall be effective until terminated:

- (a) By Resident, on a date that is later of (1) 60 days following delivery of written notice of termination to Operator or (2) the date that Resident removes all of his or her personal property from the Village, and surrenders keys to Operator;
- (b) By Operator, 60 days after Operator determines, in accordance with Section 2.4 or 2.5 of this Agreement, that (1) a Permanent Transfer of Resident is appropriate, or (2) Resident is in need of health care services for which Aldridge House is not appropriate and Resident refuses to leave the Village for treatment;
- (c) By Operator, upon immediate notice to Resident, if Operator determines that Resident's continued residence in the Apartment Home presents a danger to the safety and well-being of Resident or others;
- (d) By Operator, if Resident fails to pay the base monthly services fee, additional services fees or any other amounts payable under this Agreement when due (subject, however, to the provisions of Section 4.3 hereof) and does not cure such

failure within thirty (30) days of receiving written notice thereof;

- (e) By Operator, if Resident violates any other provision of this Agreement or repeatedly violates the Village's rules and regulations and such violation is not cured within 30 days after Operator notifies Resident of the inappropriate behavior or violation;
- (f) By Operator, if it discovers a material misstatement or omission in the Confidential Data Application or other information submitted by or on behalf of Resident;
- (g) By Operator, if all or a portion of the Apartment Home, the building in which it is situated, or the Village is destroyed or made untenable by fire, flood, storm or other casualty or cause and Operator decides not to rebuild the Apartment Home;
- (h) By Operator, if all or any portion of the Apartment Home, the building in which it is situated, or the Village is taken by the exercise of eminent domain; or
- (i) Automatically following the death of Resident, removal of all his or her personal property from the apartment home and surrender of apartment home keys to the Operator

4.2 ***Agreement to Remain in Effect Upon Transfer to Aldridge House.*** If Resident makes a Permanent Transfer to Aldridge House, this Agreement will remain in full force and effect, except that the facilities and services provided by Operator and the base monthly services fee or daily rate payable by Resident will be in accordance with those then in effect for Aldridge House. The entrance fee will be adjusted as described in Section 4.6. An addendum to this Agreement will be issued indicating the changes. Operator may make an Apartment Home available to other prospective Residents upon (a) the permanent transfer of the last person designated as Resident to another Apartment Home or another nursing facility or (b) termination of the this Agreement for any reason.

#### 4.3 ***Repayment of Entrance Fee***

- (a) When Resident leaves the Village, the Entrance Fee (less any amounts offset pursuant to Sections 4.3(b), 4.4 and 4.5), will be repaid to Resident or Resident's legally designated recipient within three (3) business days following the date a new resident pays the entrance fee in whole for the Apartment Home vacated by Resident. If the "new resident" is an internal transfer then the Entrance Fee shall be refunded upon the resale and close of the apartment vacated by the transferring resident.
- (b) Operator may, in its sole discretion, allow Resident to credit against the Entrance Fee due following the termination of this Agreement, any amount that may be due Operator from Resident under this Agreement. At such time as the remaining Entrance Fee balance equals the sum of (i) the unpaid balance of any additional service fees and other charges owed by Resident to Operator, plus (ii) an amount equal to ten percent (10%) of the original Entrance Fee, Operator may offset the entire remaining Entrance Fee amount outstanding in satisfaction of Resident's obligations under Sections 4.4 and 4.5 hereof.



- (c) Operator shall maintain a refund reserve fund to fund its obligations to refund Entrance Fees to Residents. Operator intends that such reserve fund will have a balance approximately equal to ten percent (10%) of the total refundable Entrance Fees owed to Residents living in the Village from time to time. The refund reserve fund will be invested in bank deposits, certificates of deposit, government securities and similar investments. The refund reserve fund is the property of the Operator, and no Resident will have any ownership or security interest in the refund reserve fund.

**4.4 *Deferred Fee.*** Upon termination of this Agreement for whatever reason as to all persons designated as Resident, Resident will pay to Operator a deferred fee (the “Deferred Fee”) equal to the lesser of 10% of the Entrance Fee or the product of (a) one percent multiplied by (b) the number of months of occupancy of the Apartment Home. The Deferred Fee will be due and payable on the date that the Entrance Fee repaid by Operator, or termination of this Agreement occurs, whichever is later.

**4.5 *Right of Set-Off Other Rights.*** Operator shall have the right to set-off, against repayment of the Entrance Fee, the Deferred Fee and any other fees or amounts payable to Operator under this Agreement that are unpaid at the time the repayment of the Entrance Fee is due. Termination of this Agreement for whatever reason will not affect or impair the exercise of any right or remedy granted to Operator or Resident under this Agreement for any claim or cause of action occurring prior to the date of such termination. In addition, in the event Resident encounters financial difficulties making it impossible for Resident to pay the full Monthly Service Fee and other charges due hereunder, Resident may request in writing and Operator shall work with Resident to agree in writing upon an appropriate reduced Monthly Service Fee with the balance of the Monthly Service Fee and other charges due hereunder and unpaid to be set-off against and repaid to Operator from the refundable portion of the Entrance Fee. The provisions of this Section shall survive the expiration or termination of this Agreement.

**4.6 *Entrance Fee Adjustment Upon Transfer.*** Resident may move to another apartment within Crosbey House or within Aldridge House, subject to availability. In such event, this Agreement will remain in full force with an addendum issued to document the change in the Apartment Home Number, and Entrance Fee amount. If the new Entrance Fee is greater than the original Entrance Fee minus the Deferred Fee, the Resident will pay the difference before moving into the new Apartment Home and Operator will be entitled to retain ten percent (10%) of the amount so paid by Resident. If the new Entrance Fee is less than the original Entrance Fee minus the Deferred Fee, no additional Entrance Fee will be required from Resident and the difference will be paid to the Resident upon resale of former apartment home. If a re-location occurs during the first nine months of residency at the Village, the Deferred Fee will be assessed against the original Entrance Fee at the rate of 1% of the Entrance Fee for each month of occupancy.

**4.7 *Resident’s Responsibility.*** Resident agrees that the Resident shall make no gift of real or personal property that could impair Resident’s ability to satisfy the financial obligations under this Agreement. If Resident’s income is insufficient to meet his or her financial responsibilities to Operator, 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 to having the Entrance Fee credited against fees due Operator by

Resident under this Agreement, Resident must represent that he or she has not made any gift of real or personal property in contemplation of the execution of this Agreement.

## **5. MISCELLANEOUS.**

5.1 ***Resident Handbook.*** Resident will observe and abide by the rules and policies set forth in the Resident Handbook, a copy of which Operator included with Resident's admission package. Operator reserves the right to change or otherwise modify rules and policies or the Resident Handbook from time to time. If Operator does so, it will provide Resident with a copy of the revised Resident Handbook or the specific revised rule or policy. If Operator determines that Resident is not complying with the Resident Handbook, Operator will ask Resident to discontinue the behavior that Operator believes to be in violation of the Resident Handbook. By signing this Residency Agreement, Resident acknowledges that he or she has received a copy of the Resident Handbook and agrees to abide by its terms as it may change from time to time during the term of this Agreement.

5.2 ***Resident's Interest.*** Resident does not have any proprietary interest in Operator, Operator's assets or properties, or the assets and properties of Operator by virtue of this Agreement.

5.3 ***Responsibility for Resident's Property.*** Operator will not be responsible for damage or loss to any personal property belonging to Resident caused by fire, flooding, or other casualty, or by leaking of water, bursting of pipes, theft or any other cause. Resident will be solely responsible for insuring against property damage or loss and personal liability. In the event of Resident's death or transfer from the Village, Operator 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 the last surviving Resident's death, or 60 days following Operator's receipt of notice to terminate the Agreement, Operator reserves the right to have such property placed in a commercial bonded warehouse at the expense and risk of Resident or Resident's estate. If Resident fails to claim any personal property from the Apartment Home or warehouse within 180 days after termination of this Agreement, Operator retains the right to sell such personal property and to retain from the proceeds thereof an amount equal to its expenses in moving and storing such personal property and any other fees, charges, or costs owed to Operator hereunder or relating to such moving and storage.

5.4 ***Right of Entry.*** The Operator reserves the right to enter the Apartment Home at any time with reasonable notification to Resident for inspection or servicing, in order to maintain the Apartment Home in a safe and healthy condition, or, without notification, to respond to an emergency. Resident is not permitted to change the entry locks, and Resident is required to cooperate with the Operator to permit entry as necessary. The Operator or staff will knock, announce him/herself, and receive permission to enter before entering the living space, and will schedule entry in advance if possible.

5.5 ***Indemnification for Negligence.*** Resident will indemnify, protect and hold harmless Operator 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.

5.6 ***Guests.*** Occupancy of the Apartment Home and use of the community facilities is limited to Resident and Resident's guests. Guests may occupy the Apartment Home for no more than 14 days during any calendar quarter unless prior written approval of Operator is granted. Resident will be responsible for the conduct of Resident's guests and for payment of any charges incurred by Resident's guests.

5.7 ***Absence from Village.*** Resident agrees to notify the Village's management in advance of any contemplated overnight or longer absence from the Village and during such absence the monthly service fee shall remain in effect provided Resident may receive a meal credit as set forth in the resident handbook.

5.8 ***Damage to Apartment.*** If fire, flood, storm or other casualty or cause damages the Apartment Home and Operator elects not to terminate this Agreement in accordance with Section 4.1(g), Operator will, at its expense, proceed diligently to repair and restore the Apartment Home. If the Apartment Home is untenable during the repair, Operator will relocate Resident to a comparable type Apartment Home at the Village, if available, or, if not, Operator will endeavor to relocate Resident temporarily to any other available Apartment Home and the monthly fee will be adjusted for the type of Apartment Home temporarily occupied by Resident.

5.9 ***Pets.*** Well-trained, well-behaved pets (as determined by Operator) may be kept in the Apartment Home. Resident will be responsible for the pet's litter and for any damage caused by the pet. Resident will comply with the Village's pet policies, including limitations on the type or size of pet that may be maintained. Resident agrees to relinquish the pet in the event of repeated violations of the pet policies or complaints from neighbors.

5.10 ***Entire Agreement*** This Agreement (including all exhibits) and Resident's Confidential Data Application, constitute the entire agreement between Operator and Resident. Operator will not be liable for, or bound by, any statements, representations or promises made to Resident by any person representing or purporting to represent Operator or the Village unless such statements, representations or promises are expressly set forth in these documents.

5.11 ***Binding Effect.*** This Agreement is binding upon the heirs and legal representative of Resident. The provisions of this Agreement are not assignable or transferable in whole or in part by Resident, and Resident has no right to sublet or assign the Apartment Home. In connection with the transfer of Operator's interests in the Village, Operator may assign all of its rights and obligations under this Agreement to an assignee who agrees to assume the obligations arising under this Agreement. Upon such an assignment, Operator shall be released from all further obligations arising under this Agreement and Resident shall look solely to the assignee for enforcement of any of Resident's rights under this Agreement on and after the effective date of such assignment.

5.12 ***Right to Cure Defaults.*** Operator, upon notice to Resident as is reasonable under the circumstances, may, but shall not be under any obligation to, cure any failure by Resident to perform any of Resident's covenants, agreements or obligations under this Agreement. If Operator chooses to do so, all costs and expenses, including reasonable attorney fees and interest on the amount of any advances at an interest rate of eight percent (8%) will be deemed a charge against Resident. Resident also will pay Operator all expenses incurred by Operator in enforcing Resident's obligations under this Agreement.

5.13 ***Survival.*** Any termination of this Agreement should not effect or otherwise modify any obligation of the parties existing prior to the termination of this Agreement.

5.14 ***Guardianship and Powers of Attorney.*** Resident agrees that the Provider's owners, directors or employees will not seek and may not be assigned power or attorney or guardian for a Resident.

5.15 ***Severability.*** If a court holds any provision of this Agreement or the application to any circumstance or person to be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable will not be affected. 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.

5.16 ***Medical Information.*** The Resident, by executing this Agreement, agrees to authorize any and all of Resident's doctors, hospitals, health care providers and health care insurers to release any and all medical information, reports, x-rays, diagnosis, prognosis, prescriptions, history and insurance coverage information to the Operator for the purpose of providing services to the Resident or making determinations required by this Agreement. Resident will, on Operator's request, sign and deliver to Operator authorization forms in the form attached hereto as Exhibit B, as needed for the disclosure of such information from time to time.

5.17 ***Consent for Use of Audio Recordings & Photographs.*** Resident hereby consents to A) use of their photograph by the Operator for promotional purposes, and B) be involved in a quality review of the Operator that may involve taping of voice and image.

5.18 ***Non-Discrimination.*** The Village will be operated on a nondiscriminatory basis, and will provide the facilities and services described in this Agreement to individuals regardless of race, color, sex, religion, creed or national origin, and any other group protected under local, state, or federal law.

5.20 ***Notices.*** Any notice to Operator by Resident shall be given in writing and mailed or delivered to Operator at the administrative office of the Village or at such other addresses as Operator may designate by notice to Resident. Any notice to Resident by Operator shall be given in writing and mailed or delivered to Resident's Apartment Home or at such other address as Resident may designate by notice to Operator.

5.21 ***No Waiver.*** No waiver of any of the Operator's rights or remedies hereunder shall be effective unless such waiver is in writing and signed by an authorized representative of Operator, and then only to the extent specifically set forth therein. No assent or waiver by Operator to or of any breach of any term or provision of this Agreement shall be deemed to be an assent or waiver to or of such or any succeeding breach of the same or any other such term or provision.

5.22 ***Governing Law.*** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

5.23 ***Disputes and Arbitration.*** Except for the Operator's effort to collect monies due

from Resident and the Operator's option to discharge a Resident for such failure, which the parties agree may be heard by a Court of competent jurisdiction in the town, city or county where the Operator is located, all disputes and disagreements and claims between the Operator and Resident (or their respective successors, assigns or representatives) arising out of or in connection with the enforcement or interpretation of this Agreement or related hereto or any and all rights and duties arising thereof or the services provided by the Operator hereunder including, without limitation, allegations by the Resident of neglect, abuse, negligence, or any other violation of resident's rights which the Resident and the Operator are unable to resolve between themselves shall be submitted to and settled exclusively by binding arbitration by a single arbitrator in accordance with the *Commercial Arbitration Rules* of the American Arbitration Association then in effect. Such arbitration shall be conducted in Boston, Massachusetts. The party filing the arbitration (making the claim) shall be solely responsible for payment of the initial arbitration-filing fee in accordance with the Rules of the American Arbitration Association fee schedule. The arbitrator shall be entitled to award recovery of the arbitration fees, attorney's fees and out-of-pocket expenses, incurred by the prevailing party up to a maximum award of \$10,000. The arbitrator shall have the authority to issue interlocutory and final injunctive relief. The arbitrator's decision shall be binding on the parties and conclusive as to the issue addressed, and may be entered as a judgment in a court of competent jurisdiction and not subject to further attack or appeal except in instances of fraud, coercion or manifest error. During the pendency of any arbitration proceeding, the Operator and Resident shall continue to perform their respective obligations under this Agreement as established herein. The obligation of the Operator and the Resident to arbitrate their disputes or disagreements shall survive termination of this Agreement.

5.24 ***Amendments.*** This Agreement may not be amended except by a written instrument executed by an authorized officer of Operator and by Resident or Resident's legal representative.

6. **SIGNATURE PAGE**

IN WITNESS WHEREOF, Operator and Resident have signed this Agreement on this *th* day of **2016**.

BH Brightview New Pond Village Opco LLC  
a Delaware limited liability company

WITNESS: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Authorized Representative of

BH Brightview New Pond Village Opco LLC

OCCUPANCY DATE:

ENTRANCE FEE PAYMENT DATE:

Resident's Signature: \_\_\_\_\_

Resident's Printed Name: \_\_\_\_\_

Additional Resident's Signature: \_\_\_\_\_

Additional Resident's Printed Name: \_\_\_\_\_

Witness to Resident (s') Signature(s): \_\_\_\_\_

*If refund of Entrance Fee upon termination of this Residency Agreement to be issued to a trust or designated party other than the Resident please complete the following:*

Name of party to whom Entrance Fee is to be refunded \_\_\_\_\_

Authorized Signature of Trustee or designated party \_\_\_\_\_

Address to which refund to be sent \_\_\_\_\_

