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CONTINUING CARE PROVIDER INFORMATION FORM

I. GENERAL INFORMATION ABOUT THE CONTINUING CARE FACILITY AND PROVIDER

A. Continuing Care Provider Information

Newbury Court

Name of the Continuing Care Facility

80 Deaconess Road

Address of the Continuing Care Facility

Concord, MA, 01752

City, State, Zip Code

978-369-5155

Phone Number

Fax Number

Deaconess Abundant Life Communities

Name of the Continuing Care Provider

80 Deaconess Road

Address of the Continuing Care Provider

Concord, MA, 01752

City, State, Zip Code

978-369-5151

Phone Number

Fax Number

B. Legal Status of Continuing Care Provider (Provider) (Please check one)

1. ☐ Partnership
2. ☐ For Profit Corporation
3. ☒ Non-Profit Corporation: If yes, please provide the following information:

a.) Provider is a (Please check one)

☐ A religious organization

☒ A charitable organization

☐ Other non-profit organization

b.) The provision of the federal Internal Revenue Code if any, under which the Provider or affiliate is exempt from the payment of income tax:

501(c)(3)

c.) A statement as to whether the Provider is affiliated with a religious, charitable or other non-profit organization in this endeavor; If so, name the organization.

Not applicable

d.) If section B3 is answered, please indicate the extent to which the affiliate organization will be responsible for the financial and contract obligations of the Provider.

Not applicable

4. ☐ Other Legal Entity (e.g., sole proprietorship) (Please identify by type)

C. Officers, Directors, Trustees, Managing or General Partners

Please list the names of the officers, directors, trustees, or managing or general partners of the Provider and a description of each such person's occupation with the Provider:

See attached Disclosure Statement section II

D. Business Experience of Continuing Care Provider and Manager

1. Please indicate the business experience of the Continuing Care Provider in the operation or management of similar Facilities, if any:

See attached Disclosure Statement section III

2. Please indicate the business experience of the manager of the Continuing Care Facility if the Facility will be managed on a day-to-day basis by an organization other than the Provider:

See attached Disclosure Statement section III

E. Description of Facility:

Please attach a photo or other description of the Facility and, if possible individual unit plan and floor plan.

See attached Disclosure Statement section V, and attached Building Floor Plan.

F. Financial Statement

Continuing Care Providers must attach a certified financial statement(s) of the Provider, including

1. A balance sheet as of the end of the most recent fiscal year; and
2. Income statements for the three most recent fiscal years of the Provider or such shorter period of time as the Provider shall have been in existence.

See attached Disclosure Statement ATTACHMENT A. And attached Recent Fiscal Years.

II. CONTINUING CARE COMMUNITY RESIDENT CONTRACT

Please attach the contract for contract for Continuing Care used by the Provider under General Laws, Chapter 93, section 76(c) with a person who occupies a living unit in the Continuing Care Facility.

See attached Residence and Care Agreement

III. MARKETING MATERIALS

Please attach any available advertising or promotional material to be use in conjunction with the marketing effort of the Continuing Care Facility.

See attached Newbury Court Brochure Contents

DISCLOSURE STATEMENT

for



Concord, Massachusetts

January 1, 2025

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Newbury Court
PROJECT DESCRIPTION

I. Owner

- A. Name and Address of the Owner. Newbury Court is owned and operated by New England Deaconess Association (Deaconess), a Massachusetts not-for-profit organization, and is a residential community located at 100 Newbury Court and 80 Deaconess Road in Concord, Massachusetts. The mission of Deaconess and Newbury Court is to provide housing and continuing care services to those over the age of sixty-two. Newbury Court is open to all faiths. Newbury Court facilitates the promotion of the lifestyle of its residents by supporting the transition from residential living to higher levels of care and service when needed and brings assistive type services directly to individual residences. The current address and telephone number of Newbury Court is:

Newbury Court
100 Newbury Court and 80 Deaconess Road
Concord, MA, 01742
978-369-5155 and 978-369-5151

- B. State of Incorporation. New England Deaconess Association has not-for-profit status under the Commonwealth of Massachusetts law.

II. Current Board of Overseers for Newbury Court

Mr. Lawrence Bergstresser
Ms. Rebecca Cutting
Ms. Katharine Esty
Ms. Diane Forte
Ms. Margaret Hoag
Ms. Libby Kurten
Rev. John Lombard
Mr. Marty Ryan
Mr. Christopher Sintros
Ms. Billie Julier Wyeth

Current Directors and Officers for New England Deaconess Association

Mr. Glenn Burlamachi
Mr. John Cratsley
Mr. Ken Grinnell
Sunita Hanjura, MD
Mr. Harry Hedison
Rev. John Lombard
Mr. David Murphy
Mr. Christopher Sintros
Ms. Sheila Watts
Ms. Donna West
Ms. Carol Wilson
Rev. Matt Wissel
Mr. John Young

III. Business Experience of Owner and Manager: Acquisition of Goods and Services from Related Parties

A. Description of Specific Business Experience in the Development or Management of Similar Communities

The Owner, Developer and Manager. Newbury Court is owned and operated by New England Deaconess Association (“Deaconess”). New England Deaconess has been at its location since 1911. Newbury Court opened under sponsorship of New England Deaconess in 1994 in service to older adults.

New England Deaconess Association owns and operates several communities throughout New England. In 1911, Deaconess opened the Deaconess House in Concord. In 1964, The New England Deaconess Association’s first nursing home, the Rivercrest Wellness and Rehab Center (“Rivercrest”), was built in Concord, Massachusetts. In 1967, three apartment buildings were built in Concord to provide for affordable residential living. Rivercrest was expanded in 1968, 1993, and 2002. In 1971, Rockridge Retirement Community (“Rockridge”) was constructed and began operations in Northampton, Massachusetts. Newbury Court was built in 1994. Since 2006, expansion and renovation has occurred at Newbury Court to include 230 residential suites, 29 memory support assisted living suites (The Gardens), and 42 skilled nursing beds (Rivercrest).

In 2006, Deaconess Abundant Life Communities was formed to act as sole corporate member of New England Deaconess Association. New England Deaconess also own Wesley Woods in Gilford, New Hampshire.

B. Acquisition of Goods and Services from Related Parties. Newbury Court’s policies require any board member with potential conflicts of interest to be excluded from any vote regarding Newbury Court entering into contracts with respect to which the board member has a potential conflict of interest. Newbury Court is not aware of any board member with a potential conflict of interest.

C. Description of Criminal and Civil Fraud and Licensing Records of New England Deaconess Association Board Members

1. No Newbury Court board member or Deaconess officer or director has been

convicted of a crime or been party to any civil action claiming fraud, embezzlement, fraudulent conversion or misappropriation of property which resulted in a judgment against him or her for damages or enjoining any such activity.

2. No Newbury Court board member or Deaconess officer or director is subject to a current injunctive or restrictive order of a court record, or had any state or federal licenses or permits suspended or revoked in connection with any business activities related thereto.

IV. Affiliations with Religious, Charitable or Other Not-for-Profit Organizations and Tax Status of Owner

Newbury Court is owned and operated by New England Deaconess Association, a Massachusetts not-for-profit corporation. New England Deaconess has an exemption from Federal income tax under Section 501(C)3 of the Internal Revenue Code of 1986, as amended (the “Code”). Persons of any faith, as well as those with no particular religious affiliation, are eligible to be considered for residency at Newbury Court. Newbury Court operates consistent with its status as a tax-exempt organization.

V. Location and Description of Real Property

- a) Location. Newbury Court is located on an approximate 35-acre parcel of land ¼ mile from Route 2 and adjacent to Emerson Hospital and Concord Country Club. The site offers a pastoral wooded setting with close proximity to the town center of Concord and is 21 miles from Boston.
- b) Description of Real Property. Newbury Court consists of 230 one- and two-bedroom suites housed within a large building. 12 suites are located in three Chamberlin apartment buildings directly abutting Emerson Hospital. Newbury Court has varied common areas and venues such as dining, a fitness center, a pool, a spa, a salon, lounges, libraries and function spaces. Newbury Court also includes The Gardens Memory Support Assisted Living neighborhood, which has 29 suites, and Rivercrest Wellness and Rehab, which has 42 beds.

Newbury Court offers interior finishes for residential living. The overall exterior architectural character is a traditional brick with stucco siding. There are a number of features unique to each building that allow residents to age with fewer obstacles than single family homes. These features include lever hardware, moderate walking distances, handicap-friendly accessibility, easy reach cabinets, short spaces between appliances and work stations, and many electrical outlets. There are many choices of apartment styles that will suit a variety of needs and desires. Each section of the Newbury Court’s buildings is served by an elevator. Many suites offer a private balcony, and there are public terraces and balconies available for every resident’s use. There is underground garage parking available. The grounds surrounding the community offer areas for small flower and herb gardens, paths for walking, and additional parking spaces.

VI. Services Provided by Newbury Court

Please refer to the form, “Residence & Care Agreement,” to be entered into between Newbury Court and prospective residents (the “Residency Agreement”) for a complete description of provisions governing the scope of services to be provided at Newbury Court.

VII. Summary of Fees and Service Packages

As more specifically described in the Residence and Care Agreement, residents of Newbury Court are obligated to make the following payments in exchange for the right to occupy a suite at Newbury Court, and to receive the services outlined in the Residence and Care Agreement: (i) a one-time, non- interest bearing, 90% refundable resident deposit (the “Entrance Fee”); and (ii) monthly service fees (the “Monthly Services Fees”). Refer to Addendum A for the schedule of Entrance Fee refunds. Some residences are set aside for those with limited funds, which have income requirements and are offered with no entrance fee and a sliding monthly fee. The following chart summarizes the Monthly Service Fees and Entrance Fees applicable to the market rate residences of Newbury Court:

Newbury Court - Residence Fee Schedule (as of 1/1/25)

Suite Type	Entrance Fees (90% Refundable)	Monthly Fee
One Bedroom	Starts at \$358,800	Starts at \$4,724
One Bedroom with Den	Starts at \$579,200	Starts at \$7,437
Two Bedroom	Starts at \$471,575	Starts at \$6,321
Two Bedroom with Den	Starts at \$676,600	Starts at \$8,602

Pricing above is based on single occupancy and is subject to change without notice

Second Person Fees: Add \$17,000 to the Entrance Fee and \$875 to the Monthly Fee

Monthly Service Fee Includes:

Maintenance of the residence and common areas
All utilities including: heat, air conditioning, sewer, electric, water, and garbage
Main meal of the day in the Fine Dining room
Weekly housekeeping, including linen and towel laundry
24-hour emergency response
24-hour concierge
Garage parking space
Scheduled transportation
Storage cage
Exercise classes, art classes, cultural programs, and trips

Wellness Services and Fees Packages

(as of 1/1/2025)

In addition to the regular services and monthly fees, residents may receive personal care services in their suite. These are priced in two ways: residents may choose a package of services or individually priced services as appropriate. The following is the detailed description of the Service Packages and their costs as well as the ala carte listing of services and their related costs. Residents will be asked to sign off on the services to be provided. An estimated cost will be provided for each resident at that time.

Resident Health Services

Nursing Services may include:

- Weekly medication pre-fill; adherence to regime
- Injections (in conjunction with MD order)
- Wound care (with resident-provided supplies) *

Nursing Hourly Rate

\$90.00/hour (half hour minimum charge)

RN Care Management:

As residents age and deal with chronic illnesses the Nurse Care Manager can assist in the coordination of complex changing needs, including:

- RN assessment of physical, cognitive, social and environmental/safety needs
- Development of Care Plan to address needs identified in the assessment
- Coordinate care across multiple providers, i.e.: doctor appointments and follow-up
- Strategies for cognitive, visual, and mobility impairments
- Assist in post-hospital transition back to Newbury Court
- Provide assistance to long-distance family members, and provide regular updates

RN Care Management Rate**\$110.00/hour****CNA Services may include:**

- Assistance with morning and evening routine (i.e., shower, med reminders, dress assist, etc.)
- Home services (food preparation, light housekeeping, laundry, bed making, shopping for resident, etc.)
- Escort services (within building, to appointments)
- Companion services (i.e.: outdoor walks, reading, visitation, etc.)
- Support with routine pet care

CNA Hourly Rate**\$38.00/hour (half hour minimum charge)**

(Residents requiring daily assistance will be assessed for appropriate Lifestyle Package)

Check-in Visit**\$15.00**

- Equal to or less than 15 minutes. (i.e.: safety suite check, administering eye drops, ointment applications, medication reminders, etc.)

*One-time pendant calls & pull cord calls are not charged as they should only be used in emergency situations.

(All Prices are subject to change)

Lifestyle Packages:

Lifestyle packages can successfully bridge the gap between Independent Living and Assisted Living or Skilled Nursing Care/ Packages are based on Functional Assessments conducted by Nurse Care Managers at the time of Move-in, a change in status, hospitalization, or at 6-month intervals. Packages allow for flexibility to use nurse and CNA services when and as needed.

Packages can be customized to meet residents' individual needs. As care needs increase (and the Functional Assessment score increases) a recommendation may be made to move to higher level of care including a more appropriate care setting such as the Gardens or Rivercrest. Resident and/or family will be contacted by the Nurse Care Manager to plan and discuss care options.

Residents needing care services exceeding 4-hour blocks of time each day are referred to our in-house home care services: *Deaconess Abundant Life Services* at (978) 402-8620.

Supportive Lifestyle Package	Assisted Lifestyle Package	Enhanced Lifestyle Package
Score of 20-27	Score of 28-36	Score of 37-54
For those in need of: 8-12 hrs/week of CNA assistance and 1-2 hrs/wk of Nurse Care Management	For those in need of: 13-16 hrs/week of CNA assistance and 2-3 hrs/wk of Nurse Care Management	For those in need of: 16-20 hrs/week of CNA assistance and 3-5 hrs/wk of Nurse Care Management
Additional \$1905/month*	Additional \$2450/month*	Additional \$3150/month*
*Fees are in addition to Newbury Court service fees		

VIII. Increases in Fees

Newbury Court may increase the Monthly Service Fees applicable to the suites, by delivering written notice to residents of the increase at least sixty (60) days prior to the date upon which such increase will take effect. Such fees may be increased if Newbury Court, at its sole discretion, deems it necessary to adjust the same.

IX. Proposed Use of Entrance Fees

At the sole discretion of New England Deaconess, Entrance Fees may be used to pay for capital costs, debt service, operating reserves, retirement of debt, refund obligations, costs of future expansions and other purposes deemed appropriate by the organization. In order to provide security to the lender and other parties who have provided financing, New England Deaconess may pledge the receipts and revenues of Newbury Court, including the Entrance Fees.

X. Insurances Required of Residents

During the term of the Residence and Care Agreement, residents of Newbury Court are required to enroll in Medicare Parts A and B, or comparable insurance approved by Newbury Court, and to maintain in effect supplemental Medicare insurance coverage. If a resident of Newbury Court, does not qualify for Medicare coverage, he or she must maintain comprehensive health coverage satisfactory to Newbury Court. The resident shall agree to provide evidence of all insurance to Newbury Court upon request, and may be required to assign to Newbury Court all benefits under such insurance policy or policies.

During the term of the Residence and Care Agreement, residents of Newbury Court are required to carry Renter's Insurance on their personal belongings. This insurance must include replacement and liability insurance and it is recommended that it not be less than \$500,000.

If resident owns an automobile and that automobile is to be parked on Newbury Court property, resident is required to carry automobile insurance in the amount of not less than \$100,000/\$300,000 for bodily injury and \$100,000 for property damage.

XI. Financial Information

See Balance Sheet following, labeled Attachment A.

XII. Access to Facilities by Non-Residents

Visitors must be a guest of Newbury Court residents or staff to access Newbury Court facilities. The common areas of Newbury Court and other amenities available at Newbury Court are available for use by its residents and their guests in accordance with the policies and procedures of Newbury Court as set forth in the Resident Handbook for Newbury Court (the “Resident Handbook”). All guests are required to sign in and out at the reception desk when visiting Newbury Court. Likewise, it is necessary for all outside service persons to register at the reception desk, and for each vendor who performs work to provide Newbury Court with insurance. On occasion, Newbury Court and/or Deaconess, in its sole discretion, may grant use of its facilities by non-residents for public and charitable purposes.

XIII. Miscellaneous.

In the event of any discrepancies between this Community Description and the Residence and Care Agreement, the Residence and Care Agreement supersedes this Community Description.

**New England Deaconess Association - Abundant Life Communities, Inc.
and Affiliates - ATTACHMENT A**

Consolidated Balance Sheets
December 31, 2023 and 2022

	2023	2022
Assets		
Current Assets		
Cash and cash equivalents	\$ 24,891,096	\$ 19,198,957
Assets whose use is limited	75,132	99,031
Accounts receivable:		
Residents, net	1,831,579	2,322,803
Employee retention credit	2,507,503	5,220,607
Entrance fees	2,903,601	1,088,550
Grant receivable	1,103,198	-
Prepaid expenses and other current assets	755,846	810,278
Total current assets	34,067,955	28,740,226
Assets Whose Use is Limited	1,414,759	1,038,466
Investments	57,644,869	56,787,029
Property and Equipment, Net	74,527,887	74,458,802
Derivative Financial Instruments	1,860,477	2,248,439
Beneficial Interest in Perpetual Trusts	699,774	639,762
Gift Annuities Receivable	34,392	400,460
Other Assets	576,545	587,017
Total assets	<u>\$ 170,826,658</u>	<u>\$ 164,900,201</u>
Liabilities and Net Deficit		
Current Liabilities		
Current maturities of long-term debt	\$ 1,345,000	\$ 1,275,000
Line of credit	-	4,973,961
Accounts payable	1,610,788	1,292,288
Entrance fee refunds payable	1,101,524	499,793
Accrued expenses	3,220,326	3,048,488
Current portion of gift annuities payable	15,109	52,740
Total current liabilities	7,292,747	11,142,270
Line of Credit	4,723,961	-
Long-Term Debt	36,104,866	37,396,942
Refundable Fees and Deposits	122,063,092	121,449,152
Deferred Revenues From Entrance Fees	7,827,633	7,569,419
Gift Annuities Payable	4,879	59,781
Other Liabilities	525,687	536,163
Total liabilities	<u>178,542,865</u>	<u>178,153,727</u>
Net (Deficit) Assets		
Without donor restrictions	(14,661,224)	(20,059,009)
With donor restrictions	6,945,017	6,805,483
Total net deficit	<u>(7,716,207)</u>	<u>(13,253,526)</u>
Total liabilities and net deficit	<u>\$ 170,826,658</u>	<u>\$ 164,900,201</u>

Supplemental Disclosure - Entrance Fee Refund

for



Concord, Massachusetts

January 1, 2025

Entrance Fee Refunds

As described in the Residence and Care Agreement (Part VII B, Section 4), residents of Newbury Court (or the resident's estate) are entitled to a Refund of their Entrance Fee due upon termination of their Residence and Care Agreement. These examples are given to assure clarity of understanding of the terms.

Example 1: Eight Months

If a resident occupied Newbury Court for **eight (8) months** and paid a **\$500,000** Entrance Fee, **\$460,000** would be refunded in 180 days regardless of the unit resale.

$$\text{➤ Refund} = \$500,000 - (\$500,000 \times 0.01 \times 8) = \text{\$460,000.}$$

Example 2: Four Years

If a resident occupied Newbury Court for **four years (48 months)** and a paid a **\$500,000** Entrance Fee, a refund of **\$450,000** would be paid within 30 days of resale. If resale was delayed for any reason, the first installment of **\$260,000** would be paid 180 days from when the living accommodation was vacated. The second payment of **\$190,000** would be paid 30 days after resale.

$$\text{Refund} = \text{Entrance Fee} \times 90\%$$

$$\text{➤ Refund} = \text{\$450,000}$$

$$\text{Installment 1} = \text{Entrance Fee} - (\text{Entrance Fee} \times 1\% \times \text{Months Occupied})$$

$$\text{Installment 1} = \$500,000 - (\$500,000 \times 0.01 \times 48) = \text{\$260,000}$$

$$\text{Installment 2} = (\text{Entrance Fee} \times 90\%) - \text{Installment 1}$$

$$\text{Installment 2} = (\$500,000 \times 0.9) - \$260,000 = \text{\$190,00}$$

Example 3: Eight Years, Four Months

If a resident occupied Newbury Court **for eight years and four months (100 months)** and paid a **\$500,000** Entrance Fee, the refund of **\$450,000** will be paid 30 days after resale.

$$\text{Refund} = \text{Entrance Fee} \times 90\%$$

$$\text{➤ Refund} = \text{\$450,000}$$

$$\text{Installment 1} = \text{Entrance Fee} - (\text{Entrance Fee} \times 1\% \times \text{Months Occupied})$$

$$\text{Installment 1} = \$500,000 - (\$500,000 \times 0.01 \times 100) = \text{\$0}$$

$$\text{Installment 2} = (\text{Entrance Fee} \times 90\%) - \text{Installment 1}$$

$$\text{Installment 2} = (\$500,000 \times 0.9) - 0 = \text{\$450,000}$$

Supplemental Disclosure - Additional Financial Statements

for



Concord, Massachusetts

January 1, 2025

Deaconess Abundant Life Communities
New England Deaconess Association
Concord Combined
Statement of Operations
For the 11 months ending November 30, 2024

	Actual Nov-24	Budget Nov-24	Variance	Actual-YTD Nov-24	Budget-YTD Nov-24	Variance
Revenue						
Gross Revenue	2,595,098	2,596,897	(1,798)	28,764,488	28,634,435	130,053
Contractuals	(294,194)	(279,073)	(15,121)	(3,254,355)	(3,084,852)	(169,503)
Other Income	83,166	65,795	17,371	709,035	734,710	(25,676)
Operating Revenue	2,384,071	2,383,619	452	26,219,167	26,284,293	(65,126)
Corporate Revenue						
Total Corporate Revenue	0	0	0	0	0	0
Total Operating Revenue	2,384,071	2,383,619	452	26,219,167	26,284,293	(65,126)
Operating Expense						
Employee Costs:						
Salaries & Wages	975,830	1,042,564	(66,735)	10,859,873	11,641,966	(782,093)
Employees Benefits	209,714	219,524	(9,810)	2,224,461	2,414,762	(190,301)
Pension	13,675	13,630	46	169,628	149,925	19,703
Total Employee Cost	1,199,219	1,275,717	(76,498)	13,253,962	14,206,653	(952,691)
Other Expenses						
Environmental Services	14,580	12,278	2,302	161,633	137,106	24,526
Maintenance Services	58,796	46,487	12,309	426,090	519,108	(93,017)
Therapy Services	620	807	(188)	11,140	9,016	2,124
Wellness/Other Services	212,169	76,070	136,099	1,947,339	849,446	1,097,893
Management Fees	215,653	208,567	7,086	2,296,101	2,299,876	(3,774)
Ancillaries	5,801	6,167	(366)	77,617	68,864	8,753
Insurance Expense	24,361	23,209	1,152	268,275	259,167	9,108
Food	116,091	118,225	(2,135)	1,227,781	1,320,183	(92,402)
Real Estate Taxes	75,459	76,522	(1,063)	830,887	854,497	(23,610)
Professional Expenses	8,560	8,753	(193)	72,637	97,745	(25,108)
Utilities	159,387	161,036	(1,649)	1,604,306	1,798,230	(193,924)
Supplies Expense	59,454	54,546	4,907	611,997	609,099	2,898
State Room Usage Fee	7,792	6,200	1,592	93,207	69,238	23,969
Unit Turnover	16,357	7,836	8,521	90,881	87,504	3,376
Marketing	34,871	7,950	26,922	102,895	88,773	14,122
Medical Supplies	4,869	8,429	(3,560)	88,192	94,124	(5,933)
Administrative Expense	56,400	54,957	1,443	600,850	613,690	(12,839)
Total Other Expenses	1,071,219	878,040	193,178	10,511,828	9,775,666	736,162
Total Operating Expenses	2,270,438	2,153,758	116,680	23,765,791	23,982,319	(216,528)
EBIDA	113,633	229,861	(116,228)	2,453,377	2,301,974	151,402
Other Expenses						
Depreciation	282,360	276,067	6,293	3,042,120	3,036,734	5,386
Interest Expense	57,142	60,097	(2,955)	645,276	682,695	(37,419)
Amortization of Financing Costs	3,329	3,272	57	36,618	35,989	629
Total Other Expenses	342,830	339,435	3,395	3,724,013	3,755,418	(31,405)
Other Revenue						
Entrance Fee Amortization	80,223	122,713	(42,489)	1,213,927	1,370,290	(156,363)
Total Other Revenue	80,223	122,713	(42,489)	1,213,927	1,370,290	(156,363)
Operating Margin	(148,974)	13,138	(162,112)	(56,710)	(83,154)	26,444
Increase/Decrease in Net Assets	(148,974)	13,138	(162,112)	(56,710)	(83,154)	26,444

Deaconess Abundant Life Communities
New England Deaconess Association
Concord Combined
Statement of Operations
For the 12 months ending December 31, 2023

	Actual Dec-23	Budget Dec-23	Variance	Actual-YTD Dec-23	Budget-YTD Dec-23	Variance
Revenue						
Gross Revenue	2,466,651	2,440,288	26,362	30,188,465	29,004,721	1,183,744
Contractuals	(272,171)	(269,760)	(2,411)	(3,551,799)	(3,169,708)	(382,091)
Other Income	78,165	61,191	16,973	784,515	720,480	64,035
Operating Revenue	2,272,644	2,231,720	40,924	27,421,181	26,555,493	865,688
Corporate Revenue						
Total Corporate Revenue	0	0	0	0	0	0
Total Operating Revenue	2,272,644	2,231,720	40,924	27,421,181	26,555,493	865,688
Operating Expense						
Employee Costs:						
Salaries & Wages	1,054,066	1,013,134	40,932	11,978,543	11,961,513	17,030
Employees Benefits	160,652	212,506	(51,854)	2,477,364	2,550,069	(72,705)
Pension	307,082	11,759	295,323	457,554	141,110	316,444
Total Employee Cost	1,521,800	1,237,399	284,401	14,913,461	14,652,692	260,769
Other Expenses						
Environmental Services	14,038	13,884	154	169,961	163,472	6,489
Maintenance Services	34,037	45,992	(11,955)	591,219	541,009	50,210
Therapy Services	590	635	(45)	11,223	7,474	3,749
Wellness/Other Services	160,530	87,072	73,458	1,486,824	1,013,330	473,494
Management Fees	198,828	195,275	3,552	2,414,807	2,323,606	91,201
Ancillaries	8,159	6,705	1,454	86,016	78,676	7,340
Insurance Expense	33,738	25,620	8,119	284,080	301,651	(17,570)
LTC Insurance Expense		304	(304)		3,574	(3,574)
Food	129,014	106,050	22,964	1,353,031	1,248,535	104,496
Real Estate Taxes	46,592	74,333	(27,742)	777,191	875,213	(98,022)
Professional Expenses	18,549	7,440	11,109	95,957	87,281	8,676
Utilities	161,552	213,700	(52,148)	1,843,190	2,516,145	(672,955)
Supplies Expense	51,862	54,447	(2,586)	659,860	640,994	18,866
State Room Usage Fee	8,576	2,286	6,290	97,886	26,914	70,973
Unit Turnover	14,651	(2,029)	16,680	113,322	(25,548)	138,870
Marketing	18,600	10,365	8,235	153,978	121,719	32,259
Medical Supplies	7,571	7,605	(34)	95,526	89,231	6,295
Administrative Expense	55,452	41,854	13,599	673,842	492,791	181,050
Total Other Expenses	962,340	891,538	70,802	10,907,913	10,506,066	401,847
Total Operating Expenses	2,484,139	2,128,937	355,203	25,821,374	25,158,758	662,616
EBIDA	(211,495)	102,783	(314,279)	1,599,807	1,396,735	203,072
Other Expenses						
Depreciation	278,198	287,815	(9,617)	3,295,194	3,453,776	(158,583)
Interest Expense	61,125	59,661	1,465	723,608	711,261	12,346
Amortization of Financing Costs	3,329	3,268	61	39,489	39,217	272
Total Other Expenses	342,652	350,744	(8,091)	4,058,291	4,204,255	(145,964)
Other Revenue						
Entrance Fee Amortization	124,024	100,460	23,564	1,325,351	1,205,519	119,832
Total Other Revenue	124,024	100,460	23,564	1,325,351	1,205,519	119,832
Operating Margin	(430,124)	(147,500)	(282,623)	(1,133,133)	(1,602,000)	468,867
Increase/Decrease in Net Assets	(430,124)	(147,500)	(282,623)	(1,133,133)	(1,602,000)	468,867

Deaconess Abundant Life Communities
New England Deaconess Association
Concord Combined
Statement of Operations
For the 12 months ending December 31, 2022

	Actual Dec-22	Budget Dec-22	Variance	Actual-YTD Dec-22	Budget-YTD Dec-22	Variance
Revenue						
Gross Revenue	2,402,971	2,284,452	118,519	28,286,230	27,176,070	1,110,160
Contractuals	(247,423)	(249,850)	2,428	(3,043,963)	(2,938,539)	(105,424)
Other Income	68,082	61,462	6,620	694,798	723,662	(28,865)
Operating Revenue	2,223,631	2,096,063	127,567	25,937,065	24,961,194	975,871
Corporate Revenue						
Total Corporate Revenue	0	0	0	0	0	0
Total Operating Revenue	2,223,631	2,096,063	127,567	25,937,065	24,961,194	975,871
Operating Expense						
Employee Costs:						
Salaries & Wages	1,020,090	997,942	22,148	11,091,644	11,782,154	(690,510)
Employees Benefits	210,153	200,591	9,562	2,278,661	2,407,094	(128,433)
Pension	12,587	12,519	68	138,424	150,229	(11,805)
Total Employee Cost	1,242,830	1,211,052	31,778	13,508,729	14,339,477	(830,748)
Other Expenses						
Environmental Services	12,902	15,312	(2,411)	156,320	180,290	(23,970)
Maintenance Services	33,406	40,548	(7,142)	557,935	477,416	80,519
Therapy Services	1,000	718	282	6,318	8,449	(2,132)
Wellness/Other Services	130,301	71,363	58,937	1,566,141	840,246	725,894
Management Fees	197,457	183,989	13,469	2,276,621	2,191,104	85,517
Ancillaries	7,126	12,096	(4,970)	82,436	142,426	(59,990)
Insurance Expense	22,758	19,094	3,664	273,886	224,819	49,068
LTC Insurance Expense		1,932	(1,932)	3,084	22,746	(19,662)
Food	139,710	92,927	46,782	1,238,481	1,094,146	144,335
Real Estate Taxes	76,418	77,766	(1,348)	917,018	915,631	1,387
Professional Expenses	23,674	11,348	12,326	93,603	133,615	(40,011)
Utilities	148,603	149,788	(1,184)	1,819,686	1,763,628	56,058
Supplies Expense	74,943	42,934	32,008	640,118	505,519	134,600
State Room Usage Fee	2,368	1,970	398	26,150	23,196	2,953
Unit Turnover	10,020	2,824	7,195	87,490	33,256	54,235
Marketing	16,335	8,388	7,946	128,571	98,767	29,803
Medical Supplies	18,973	23,158	(4,185)	375,596	276,429	99,167
Administrative Expense	55,011	24,828	30,182	563,563	292,334	271,228
Total Other Expenses	971,004	780,985	190,019	10,813,017	9,224,017	1,588,999
Total Operating Expenses	2,213,835	1,992,037	221,797	24,321,745	23,563,494	758,251
EBIDA	9,796	104,026	(94,230)	1,615,319	1,397,700	217,620
Other Expenses						
Depreciation	273,669	276,927	(3,258)	3,358,109	3,323,127	34,982
Interest Expense	63,420	59,149	4,270	722,598	705,100	17,498
Amortization of Financing Costs	3,268	3,187	81	39,157	38,247	910
Total Other Expenses	340,357	339,264	1,093	4,119,865	4,066,474	53,390
Other Revenue						
Entrance Fee Amortization	83,326	100,567	(17,241)	1,345,888	1,206,809	139,079
Total Other Revenue	83,326	100,567	(17,241)	1,345,888	1,206,809	139,079
Operating Margin	(247,235)	(134,670)	(112,565)	(1,158,658)	(1,461,966)	303,308
Increase/Decrease in Net Assets	(247,235)	(134,670)	(112,565)	(1,158,658)	(1,461,966)	303,308

**New England Deaconess Association - Abundant Life Communities, Inc.
and Affiliates**

Consolidated Balance Sheets
December 31, 2022 and 2021

	2022	2021
Assets		
Current Assets		
Cash and cash equivalents	\$ 19,198,957	\$ 20,978,185
Assets whose use is limited	99,031	71,825
Accounts receivable:		
Residents, net	2,322,803	2,532,350
Employee retention credit	5,220,607	-
Entrance fees	1,088,550	319,971
Prepaid expenses and other current assets	810,278	966,979
Total current assets	28,740,226	24,869,310
Assets Whose Use is Limited	1,038,466	1,039,167
Investments	56,787,029	65,662,922
Property and Equipment, Net	74,458,802	76,025,186
Derivative Financial Instruments	2,248,439	-
Beneficial Interest in Perpetual Trusts	639,762	824,076
Gift Annuities Receivable	400,460	591,979
Other Assets	587,017	50,849
Total assets	\$ 164,900,201	\$ 169,063,489
Liabilities and Net Deficit		
Current Liabilities		
Current maturities of long-term debt	\$ 1,275,000	\$ 1,205,000
Line of credit	4,973,961	2,473,961
Accounts payable	1,292,288	267,687
Entrance fee refunds payable	499,793	3,231,786
Accrued expenses	3,048,488	3,590,874
Current portion of gift annuities payable	52,740	63,045
Total current liabilities	11,142,270	10,832,353
Long-Term Debt	37,396,942	38,598,416
Refundable Fees and Deposits	121,449,152	117,760,724
Deferred Revenues From Entrance Fees	7,569,419	7,708,270
Gift Annuities Payable	59,781	119,801
Derivative Financial Instruments	-	2,179,256
Other Liabilities	536,163	-
Total liabilities	178,153,727	177,198,820
Net (Deficit) Assets		
Without donor restrictions	(20,059,009)	(17,372,570)
With donor restrictions	6,805,483	9,237,239
Total net deficit	(13,253,526)	(8,135,331)
Total liabilities and net deficit	\$ 164,900,201	\$ 169,063,489

See notes to consolidated financial statements

**New England Deaconess Association - Abundant Life Communities, Inc.
and Affiliates**

Consolidated Statements of Operations
Years Ended December 31, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Operating Revenues		
Net resident service revenues	\$ 41,197,318	\$ 38,077,551
Amortization of entrance fees	1,510,047	1,459,422
Other revenues	182,160	111,392
Employee Retention Credit revenue	5,220,607	-
COVID grant revenue	444,847	106,011
Net assets released from restrictions used for operations	<u>1,087,133</u>	<u>652,920</u>
Total operating revenues	<u>49,642,112</u>	<u>40,407,296</u>
Operating Expenses		
Salaries and wages	23,856,470	23,063,629
Employee benefits	5,161,684	4,994,774
Supplies and expenses	13,914,309	12,487,897
Depreciation	4,469,827	4,405,817
Interest	<u>1,509,945</u>	<u>1,440,595</u>
Total operating expenses	<u>48,912,235</u>	<u>46,392,712</u>
Operating income (loss)	<u>729,877</u>	<u>(5,985,416)</u>
Nonoperating (Losses) Gains		
Investment return	(7,664,241)	3,923,999
Unrestricted contributions	42,686	246,112
Change in fair value of derivative financial instruments	<u>4,427,695</u>	<u>2,019,180</u>
Total nonoperating (losses) gains	<u>(3,193,860)</u>	<u>6,189,291</u>
Revenues (less than) in excess of expenses and change in net deficit from continuing operations	(2,463,983)	203,875
Loss from discontinued operations	<u>(222,456)</u>	<u>(343,570)</u>
Change in net deficit without donor restrictions	<u>\$ (2,686,439)</u>	<u>\$ (139,695)</u>

See notes to consolidated financial statements

**New England Deaconess Association - Abundant Life Communities, Inc.
and Affiliates**

Consolidated Balance Sheets
December 31, 2021 and 2020

	2021	2020
Assets		
Current Assets		
Cash and cash equivalents	\$ 20,978,185	\$ 16,228,896
Assets whose use is limited	71,825	69,723
Accounts receivable:		
Residents, net	2,532,350	2,234,222
Entrance fees	319,971	692,200
Prepaid expenses and other current assets	966,979	873,132
Total current assets	24,869,310	20,098,173
Assets Whose Use is Limited	1,039,167	902,667
Investments	65,662,922	66,084,493
Property and Equipment, Net	76,025,186	78,549,312
Beneficial Interest in Perpetual Trusts	824,076	765,602
Gift Annuities Receivable	591,979	715,475
Other Assets	50,849	50,845
Total assets	<u>\$ 169,063,489</u>	<u>\$ 167,166,567</u>
Liabilities and Net Deficit		
Current Liabilities		
Current maturities of long-term debt	\$ 1,205,000	\$ 1,140,000
Line of credit	2,473,961	-
Accounts payable	267,687	866,735
Entrance fee refunds payable	3,231,786	5,356,962
Accrued expenses	3,590,874	2,791,035
Current portion of gift annuities payable	63,045	59,911
Total current liabilities	10,832,353	10,214,643
Long-Term Debt	38,598,416	39,733,844
Refundable Fees and Deposits	117,760,724	113,559,025
Deferred Revenues From Entrance Fees	7,708,270	7,588,009
Gift Annuities Payable	119,801	130,547
Derivative Financial Instruments	2,179,256	4,198,436
Total liabilities	177,198,820	175,424,504
Net (Deficit) Assets		
Without donor restrictions	(17,372,570)	(17,232,875)
With donor restrictions	9,237,239	8,974,938
Total net deficit	(8,135,331)	(8,257,937)
Total liabilities and net deficit	<u>\$ 169,063,489</u>	<u>\$ 167,166,567</u>

See notes to consolidated financial statements

**New England Deaconess Association - Abundant Life Communities, Inc.
and Affiliates**

Consolidated Statements of Operations
Years Ended December 31, 2021 and 2020

	2021	2020
Operating Revenues		
Net resident service revenue	\$ 38,077,551	\$ 34,426,116
Amortization of entrance fees	1,459,422	1,478,161
Other revenues	111,392	277,046
COVID grant revenue	106,011	5,232,284
Net assets released from restrictions used for operations	652,920	1,078,727
Total operating revenues	40,407,296	42,492,334
Operating Expenses		
Salaries and wages	23,063,629	21,415,140
Employee benefits	4,994,774	4,708,324
Supplies and expenses	12,487,897	11,368,676
Depreciation and amortization	4,405,817	4,431,021
Interest	1,440,595	1,476,008
Total operating expenses	46,392,712	43,399,169
Operating loss	(5,985,416)	(906,835)
Nonoperating Gains (Losses)		
Investment return	3,923,999	6,954,544
Unrestricted contributions	246,112	160,296
Change in fair value of derivative financial instruments	2,019,180	(2,207,479)
Total nonoperating gains	6,189,291	4,907,361
Revenues in excess of expenses from continuing operations	203,875	4,000,526
Loss from discontinued operations	(343,570)	(541,269)
Change in net deficit without donor restrictions	\$ (139,695)	\$ 3,459,257

See notes to consolidated financial statements

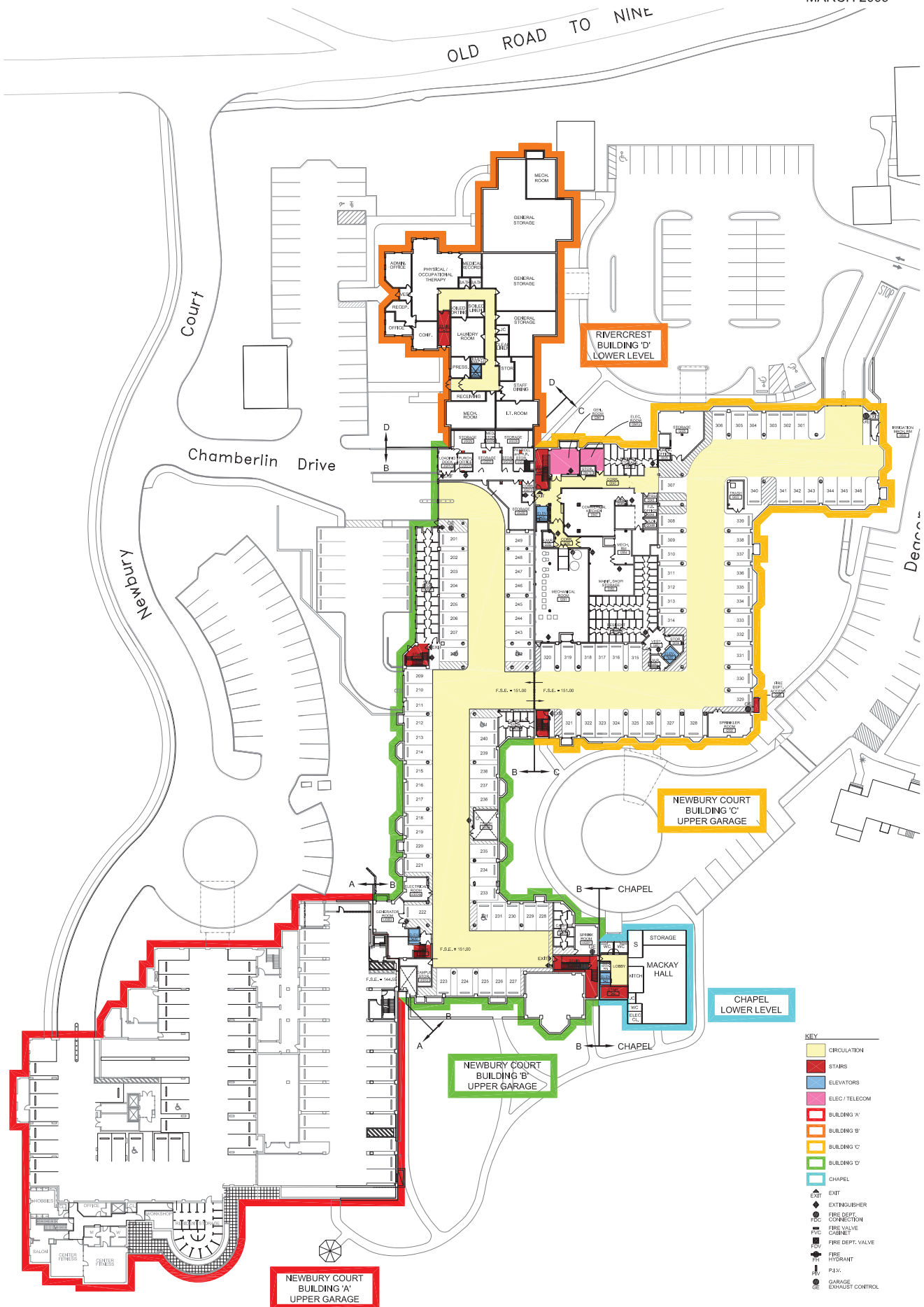
Supplemental Disclosure - Building Maps

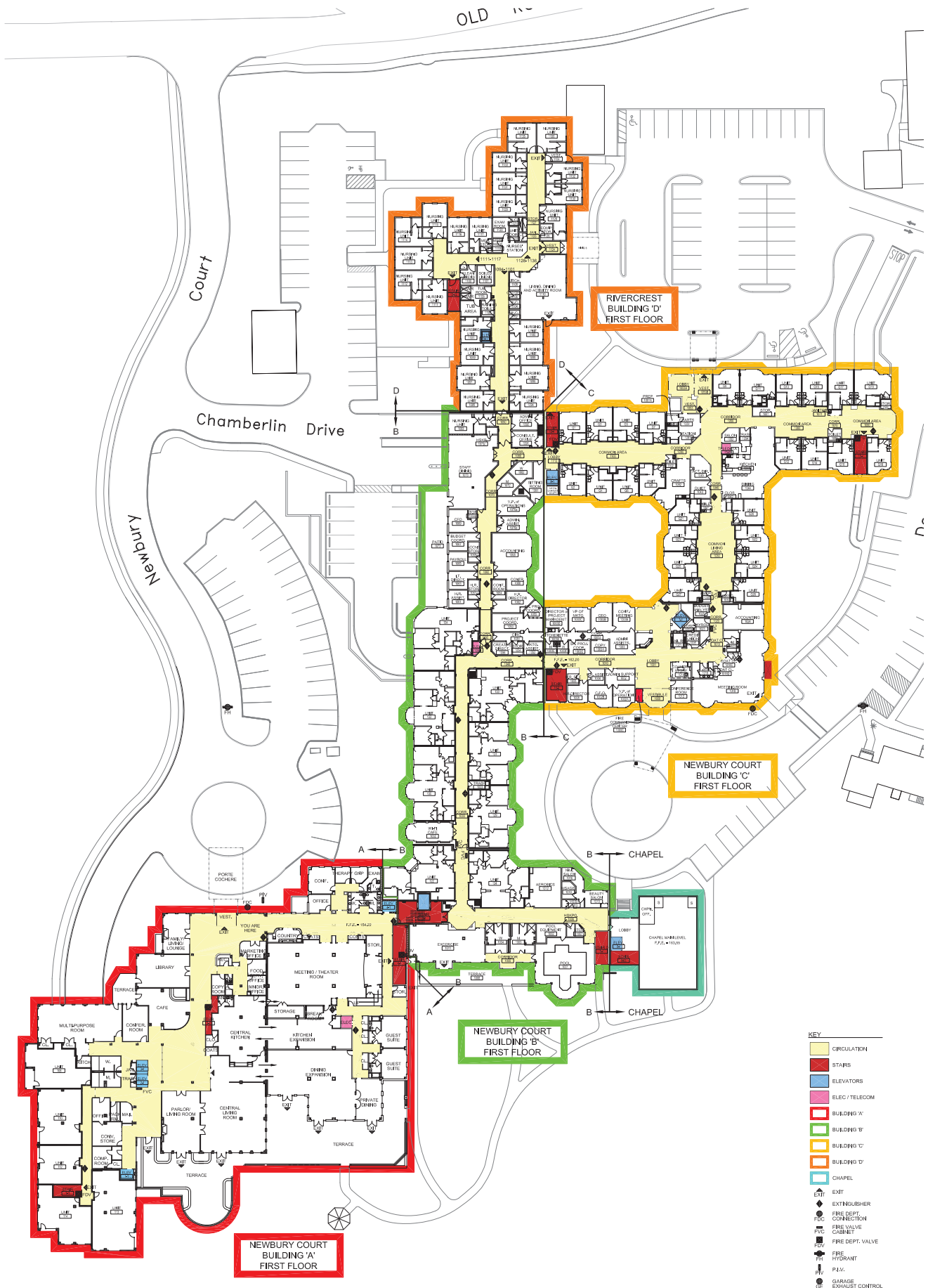
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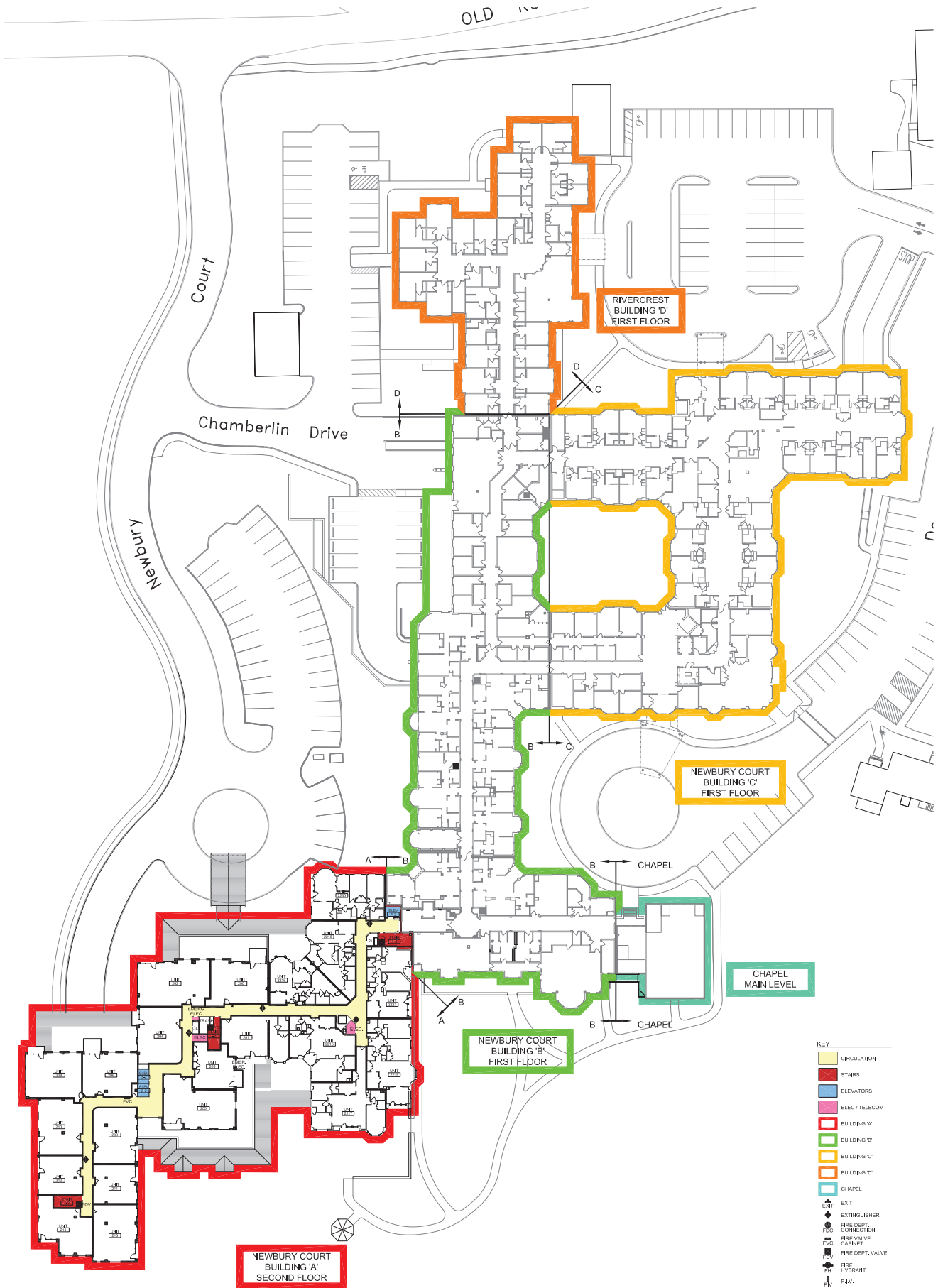


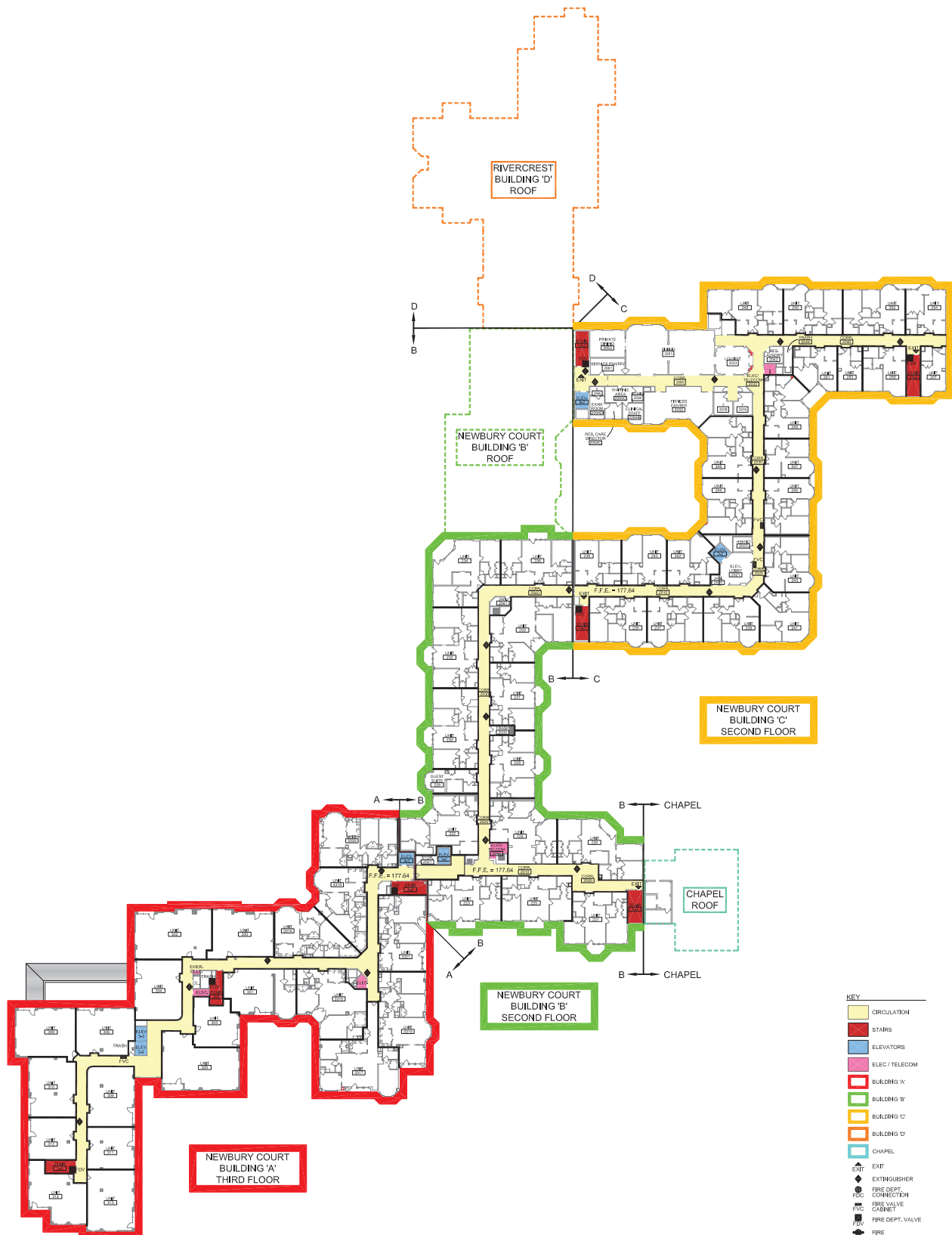
Concord, Massachusetts

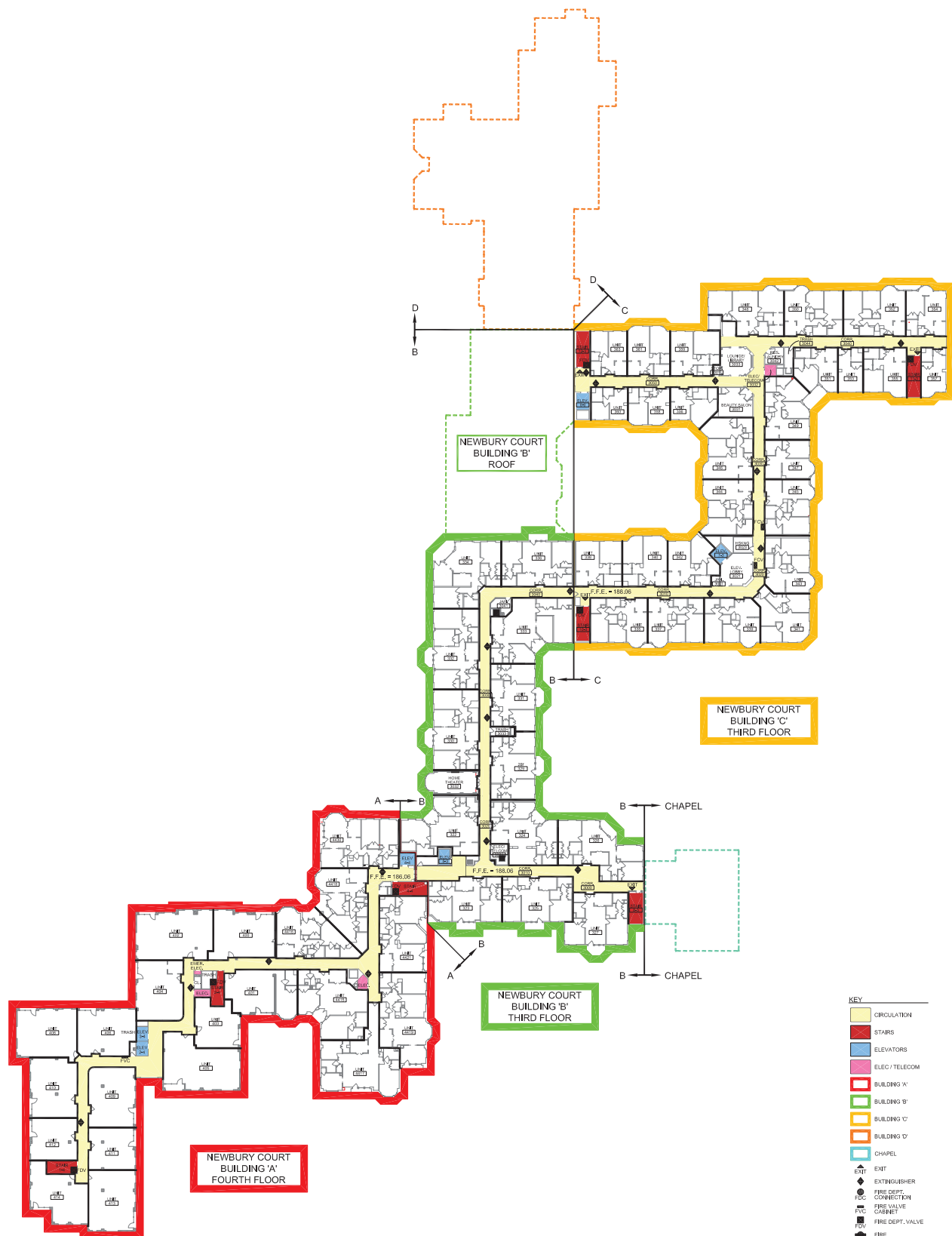
January 1, 2025

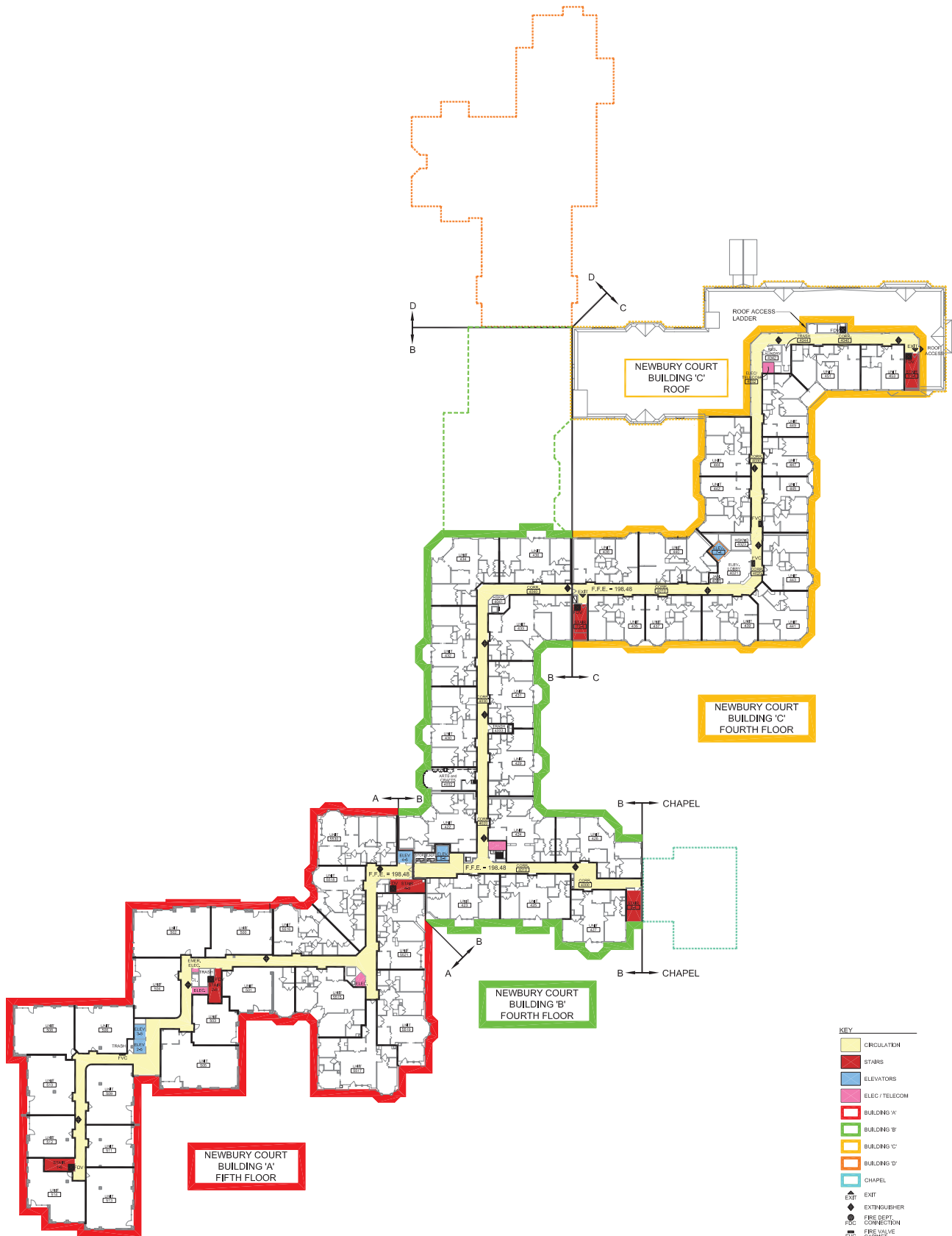




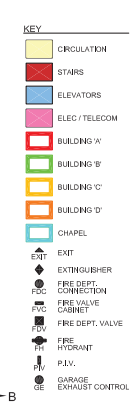








- KEY
- CIRCULATION
 - STAIRS
 - ELEVATORS
 - ELEC / TELECOM
 - BUILDING 'A'
 - BUILDING 'B'
 - BUILDING 'C'
 - BUILDING 'D'
 - CHAPEL
 - EXIT
 - EXT. EXTINGUISHER
 - FIRE DEPT. CONNECTION
 - FIRE VALVE CABINET
 - FIRE DEPT. VALVE
 - FIRE HYDRANT
 - P.I.V.
 - GARAGE EXHAUST CONTROL



Residence & Care Agreement

**for
SUITE #XXX
ENTRANCE FEE
\$XXXX**



Concord, Massachusetts

January 1, 2025

NEWBURY COURT RESIDENCE AND CARE AGREEMENT

I. RECITALS

- A. Agreement made this date of **January 1, 2025** between **XXXXXXXXXX** (hereinafter called "RESIDENT") and New England Deaconess Association, a non-profit Massachusetts corporation which owns and operates a continuing care retirement community known as NEWBURY COURT in Concord, Massachusetts. If a husband and wife or two other persons desiring to share a living accommodation at NEWBURY COURT enter into this Agreement, the term "RESIDENT" shall apply to them jointly and severally, and to the survivor of them.
- B. RESIDENT has applied to NEWBURY COURT to occupy a living accommodation. A copy of RESIDENT'S Confidential Data Profile is appended hereto as Exhibit 1 and by this reference is made a part hereof.
- C. As conditions precedent to the execution of this Residence and Care Agreement by NEWBURY COURT and as a condition of occupancy of a living accommodation, RESIDENT shall meet the following requirements to the satisfaction of NEWBURY COURT, subject to such exceptions as the Board of Directors of NEWBURY COURT may approve in writing:
1. Health
RESIDENT is required to obtain current information from a physician of RESIDENT'S choice at RESIDENT'S expense at the time of application for occupancy at NEWBURY COURT. RESIDENT shall furnish to NEWBURY COURT this information on a medical form to be provided by NEWBURY COURT (Physician's Statement) evidencing that, on the date of the examination, RESIDENT met the Personal Performance Criteria set forth in Exhibit 2. Additionally, RESIDENT shall furnish to NEWBURY COURT an updated physician report, as of a date not more than sixty (60) days prior to occupancy. RESIDENT must also meet with nursing personnel at NEWBURY COURT to determine what (if any) services may be needed to manage their personal activities of daily living.
 2. Financial
RESIDENT shall furnish information to NEWBURY COURT with respect to RESIDENT'S financial resources demonstrating to NEWBURY COURT'S satisfaction that RESIDENT has the financial ability to pay the Entrance Fee, the Monthly Fee, charges for Additional Services, as hereinafter defined, and personal living expenses during the term of the Agreement. RESIDENT shall

submit updated financial information to NEWBURY COURT not less than sixty (60) days prior to occupancy. NEWBURY COURT reserves the right to declare this Agreement null and void if, based upon any information submitted by RESIDENT, NEWBURY COURT determines that RESIDENT does not meet the financial criteria for residency established by NEWBURY COURT from time to time.

3. Age

RESIDENT, or one of them in the case of two persons, must be at least 62 years of age at the time he or she first occupies a living accommodation at NEWBURY COURT.

4. Application

Subject to the above, RESIDENT having made application to reside at NEWBURY COURT and NEWBURY COURT having accepted RESIDENT'S application, RESIDENT and NEWBURY COURT agree to the terms and conditions set forth in this Agreement.

II. FACILITIES PROVIDED BY NEWBURY COURT

A. Living Accommodation

1. RESIDENT has selected and NEWBURY COURT shall provide to RESIDENT the living accommodation described as **Suite #426** occupied by RESIDENT under this Agreement, hereinafter called the "Living Accommodation"). The Living Accommodation shall conform in all material respects to the plan furnished to RESIDENT in the form attached hereto as Exhibit 3. NEWBURY COURT reserves the right to make changes to the living accommodation at any time. Any change to the living accommodation by NEWBURY COURT shall not be deemed a material change so long as any such change does not reduce the square feet of the unit. RESIDENT shall have the exclusive right to occupy and use the Living Accommodation, subject to the terms and conditions of this Agreement and the laws and regulations of the United States, The Commonwealth of Massachusetts or any political subdivision thereof. The Living Accommodation will be available for occupancy on **June 9, 2017** (hereinafter called "Occupancy Date") provided, however, NEWBURY COURT shall not be liable for the failure to timely deliver the Living Accommodation due to fire, storm, earthquake or other casualty, or act of God or Force Majeure, by strike or lockout or other labor disputes of any kind, by government controls, or by other events or circumstances beyond the control of NEWBURY COURT. If RESIDENT has not paid the

Entrance Fee in full on or before the Occupancy Date, then at the option of NEWBURY COURT, this Agreement may be immediately terminated, deposits refunded, and RESIDENT shall have no further rights to the Living Accommodation.

2. NEWBURY COURT shall furnish floor coverings, window blinds or shades, refrigerator/freezer, range, oven, microwave, dishwasher, garbage disposal, stackable washer and dryer (except in studios and some one-bedroom suites) and emergency call alerts in the bedrooms and bathrooms. NEWBURY COURT shall provide a common laundry area on the floor where a Living Accommodation is located that has no stackable washer and dryer. NEWBURY COURT shall provide RESIDENT with a designated storage area outside the Living Accommodation for RESIDENT'S personal use. NEWBURY COURT shall take reasonable steps to protect property stored in the storage area.
3. NEWBURY COURT will maintain, repair and replace appliances provided by NEWBURY COURT and the Living Accommodation's mechanical systems as necessary due to normal wear and tear or casualty, but RESIDENT will be liable for the cost of any work and materials necessitated by RESIDENT'S negligence or misuse. RESIDENT agrees to report to NEWBURY COURT promptly any conditions in need of repair. NEWBURY COURT will be responsible for repairs, maintenance and replacement of property owned by NEWBURY COURT due to casualty loss. RESIDENT will be responsible for keeping the Living Accommodation in good order and repair, clean and will be conscientious about conserving energy. (Refer to policy on "normal wear and tear" in Resident Handbook.)
4. RESIDENT shall not make any structural changes to the Living Accommodation without the prior written approval of NEWBURY COURT, which NEWBURY COURT will review in good faith with RESIDENT. Any request for structural changes shall be accompanied by a full set of plans detailing the work. A registered engineer or architect as appropriate shall sign such plans. If approved, such changes shall be made at RESIDENT'S expense unless otherwise agreed to in writing by NEWBURY COURT. All agreed upon changes will be listed in an addendum to be attached to this Agreement.

RESIDENT may at his/her own expense make nonstructural alterations to the Living Accommodations (including painting, wallpapering, building of attached bookshelves, carpeting, etc.) only with the prior written approval of NEWBURY COURT. NEWBURY COURT reserves the right to approve the contractor(s)

engaged to perform the alterations. For RESIDENT'S safety, RESIDENT agrees not to replace or add any locking devices to the Living Accommodation.

NEWBURY COURT may require that RESIDENT restore the Living Accommodation to its original condition upon vacating the Living Accommodation. Failure of RESIDENT to so restore the Living Accommodation shall entitle NEWBURY COURT to undertake such restoration and to deduct the costs thereof from the refundable portion of the Entrance Fee. NEWBURY COURT reserves the right to approve the contractor(s) engaged to perform the alterations.

B. Common Areas

RESIDENT, in common with and on the same terms as other RESIDENTS of NEWBURY COURT (but generally not residents of RIVERCREST or THE GARDENS) will have non-exclusive use of the common areas, such as but not limited to the following: pool and spa, dining rooms, the multi-purpose rooms, private dining rooms, café, libraries, fitness center, hobby and woodworking shops, and game rooms. NEWBURY COURT reserves the right to modify, alter, diminish or increase the common areas or use from time to time.

C. Personal Service Facilities

NEWBURY COURT will take reasonable steps to arrange for other services such as banking, salons and convenience store within NEWBURY COURT to be used by RESIDENT at RESIDENT'S option and expense.

D. Health Care Facilities

As and when appropriate, and as provided hereinafter in this Agreement, to the extent permitted by law, RESIDENTS will have priority access to Rivercrest Wellness and Rehabilitation, a licensed nursing care facility, and The Gardens, a memory support assisted living, managed and operated by and adjacent to NEWBURY COURT.

E. Parking Facilities

So long as RESIDENT occupies a Living Accommodation, if RESIDENT owns and is licensed to operate a registered motor vehicle, RESIDENT shall have access to one assigned parking space solely for such registered motor vehicle in the parking garage at NEWBURY COURT at no additional charge. If this agreement includes two RESIDENTS and the second RESIDENT is licensed to operate a registered motor vehicle, RESIDENT shall have one additional assigned space outside in the parking lot. Space will not be available for recreational vehicles or other vehicles

that exceed the height limits of the parking garage. No vehicle maintenance shall be permitted on or with NEWBURY COURT'S properties generally.

III. SERVICES PROVIDED BY NEWBURY COURT

During RESIDENT'S occupancy of a Living Accommodation, NEWBURY COURT will provide RESIDENT with the services described below in consideration of payment of the Monthly Fee. All other services shall be deemed to be RESIDENT'S sole responsibility and NEWBURY COURT shall have no responsibility for providing such services or for payment thereof.

The Monthly Fee includes:

1. Utilities. Sewer, water, heat, air-conditioning and electricity for the Living Accommodation are provided. Heat and air conditioning in a Living Accommodation shall be controlled by RESIDENT. The Living Accommodation is centrally wired for cable television and telephone hook-up. Installation and monthly cable and telephone charges will be paid by RESIDENT if service is desired. Cable and Internet service will be paid by the RESIDENT.
2. Emergency System. NEWBURY COURT will monitor emergency alert systems and coordinate emergency responses as appropriate.
3. Security. Each building entrance has a security access system, which is monitored by security personnel or by electronic devices.
4. Maintenance. NEWBURY COURT will maintain all grounds and common areas.
5. Transportation. NEWBURY COURT will provide local transportation to designated shopping, banking, planned group events, medical facilities, and other local destinations on a regularly scheduled basis.
6. Social and Recreational Programs. NEWBURY COURT will coordinate a variety of social, recreational, educational and cultural programs for RESIDENTS of NEWBURY COURT.
7. Dining Service. One meal per day in the dining room at NEWBURY COURT. Meal credits may be used at any time during the month for RESIDENT'S meals or for guest dining (e.g., RESIDENT may use more than one meal credit per day). Any unused meal credits for any calendar month will be forfeited and may not be applied as a credit against meal charges for any other calendar month. A RESIDENT absent from NEWBURY COURT for more than fourteen (14) consecutive days will receive a meal credit allowance (based upon raw food costs) prorated on a daily

basis if RESIDENT gives NEWBURY COURT written notice at least ten (10) days in advance of commencement of said fourteen (14) day period. Advance notice is not required for health-related absences.

8. Housekeeping. Housekeeping of the Living Accommodation, consisting of light housekeeping, vacuuming, dusting, bathroom and kitchen cleaning, will occur on a scheduled basis every week. Flat linen will be picked up, laundered and delivered to the Living Accommodation once every week.

IV. ADDITIONAL SERVICES

Additional Services as described below may be available at NEWBURY COURT on a fee-for-service basis. Charges for Additional Services will be made in accordance with a fee schedule, which fee schedule is subject to change upon thirty (30) days' notice by NEWBURY COURT. Current fee schedules will be provided to RESIDENT upon request. Or, regularly used services chosen by RESIDENT may be bundled together in order to achieve a cost savings for RESIDENT, as detailed on the Service Packages Fee Schedules. All fees for Additional Services will be billed to RESIDENT monthly.

1. Housekeeping beyond that described in Article III.8 above.
2. Laundry service for personal items.
3. Transportation beyond that described in Article III.5 above.
4. Catering for special occasions.
5. Tray service for meals in the Living Accommodation.
6. Additional and guest meals beyond those available through the meal credits described in Article III.7 above.
7. Country store purchases.
8. Spa and Salon services.
9. Guest Suite Services
10. Personal and home care services.
11. Maintenance and repairs for which RESIDENT is responsible.
12. Outpatient Rehabilitation Services such as PT, OT or ST.
13. Other services beyond those included in Section III.

V. WELLNESS AND REHAB/MEMORY SUPPORT SERVICES

A. Transfer to Wellness and Rehab/Memory Support

At such time as a RESIDENT'S physical or mental condition precludes living independently, or poses a danger to RESIDENT or others, as determined pursuant to the procedures described below, RESIDENT may contract with NEWBURY COURT for additional services in their Living Accommodation or RESIDENT may be transferred to Rivercrest Wellness and Rehab (hereinafter called "RIVERCREST") or The Gardens at Newbury Court (hereinafter called "THE GARDENS") or, if no bed is then available at such facility, to an alternate facility as provided below. The determination of the best setting for care on a temporary or permanent basis shall be discussed with the RESIDENT and their families.

If RESIDENT chooses, NEWBURY COURT will provide personal care, nursing and medical care to RESIDENT as needed through their HOME HEALTH CARE ORGANIZATION that is qualified and licensed to do so. The fees for such services shall be itemized on a separate pricing schedule attached hereto as Exhibit 4. These fees will be adjusted periodically to accommodate increases in expenses associated with these fees. Or RESIDENT may hire another home health agency of their choosing and that agency will bill RESIDENT for services.

If RESIDENT finds that skilled nursing care or memory support service is required, a determination to either obtain those services within the Living Accommodation for an additional fee, or move to RIVERCREST or THE GARDENS will be made through discussions with the RESIDENT, RESIDENT'S family and physician along with consultation from management. If it is determined that RESIDENT moves permanently to RIVERCREST or THE GARDENS, RESIDENT will give up the apartment at NEWBURY COURT.

While at RIVERCREST, RESIDENT shall be provided care in a semi-private room unless a private room is medically necessary or is requested by RESIDENT and is then available.

RESIDENT acknowledges that RIVERCREST or THE GARDENS is not designed to care for persons who are afflicted with mental illness (except Alzheimer's Disease or conditions which result in characteristics substantially similar to persons having Alzheimer's Disease), contagious diseases, conditions related to drug and alcohol abuse, or other conditions that skilled nursing or assisted living communities are not licensed or otherwise qualified to treat. RESIDENT will not be able to transfer to (or continue residency in) RIVERCREST if RESIDENT has one of these conditions described above or NEWBURY COURT otherwise reasonably determines that such transfer (or continued residency) is or would be

dangerous or detrimental to the life, safety, health or peace of RESIDENT or other residents. Under such circumstances, NEWBURY COURT will cooperate with RESIDENT or RESIDENT'S family or legal representative to identify a healthcare facility where RESIDENT can receive appropriate services and RESIDENT shall be responsible for payment for such services in accordance with Section C.1 below.

B. Payment for Wellness and Rehab/Memory Support Services.

Unless payment for such services and facilities is covered by, and made to NEWBURY COURT by the Medicare program, RESIDENT shall be responsible to pay for all services and facilities provided by NEWBURY COURT while a resident at RIVERCREST or THE GARDENS on a fee for service basis at eighty percent (80%) of the per diem rate then charged by RIVERCREST or THE GARDENS for private pay residents for the type of room (i.e., private or semi-private) occupied by RESIDENT, provided that any services or items not included in such facility's per diem rate shall be payable by RESIDENT at one hundred percent (100%) of the fees then charged by such facility for such additional services and items (collectively referred to herein as the "Community Rates"). RESIDENT'S right to obtain such services at the Community Rates shall continue only so long as this Agreement remains in full force and effect.

Notwithstanding RESIDENT'S transfer to RIVERCREST or THE GARDENS or alternative facility, RESIDENT shall continue to be responsible for payment of the Monthly Fee unless and until RESIDENT'S Living Accommodation is vacated.

C. Payment for Other Medical Services.

1. Medical Services and Supplies. Other than as specifically provided in Section B above, RESIDENT shall be solely responsible for the cost of all medical services and supplies, including, without limitation: personal physician services, private duty nursing, inpatient and outpatient hospital services, laboratory and diagnostic services not rendered in conjunction with the services provided in this Agreement, audio logical tests and hearing aids, eye glasses and refractions, dentistry, dentures, dental inlays and oral surgery, orthopedic appliances and other durable medical equipment, physical therapy, podiatry, professional care for psychiatric disorders (other than Alzheimer's Disease or conditions which result in characteristics substantially similar to persons having Alzheimer's Disease), treatment for alcohol and drug abuse, and renal dialysis, and other similar services.
2. Out-of-Area Illness or Accident. If RESIDENT is injured or suffers an illness while out of the area, RESIDENT shall be solely

responsible for the cost of all nursing and medical care until RESIDENT is transferred to RIVERCREST. NEWBURY COURT is hereby authorized, but not obligated, to pursue through RESIDENT'S personal insurance reimbursement for any costs of nursing and medical care provided by NEWBURY COURT related to injuries sustained while RESIDENT is operating or is a passenger in a motor vehicle to the extent that such costs are not otherwise paid.

VI. FINANCIAL CONDITIONS

A. Fees

RESIDENT shall pay to NEWBURY COURT (i) an Entrance Fee, and (ii) a Monthly Fee.

1. Entrance Fee. RESIDENT shall pay NEWBURY COURT an Entrance Fee in the amount of \$XXXXXX in accordance with the following schedule:
 - a. Ten percent (10%) of the Entrance Fee, less the amount of any credits due RESIDENT, shall be paid by RESIDENT to NEWBURY COURT upon execution of this Agreement (the "Advance Payment"), unless such payment shall have already been paid at the time of reservation. Receipt of the Advance Payment is hereby acknowledged by NEWBURY COURT. The Advance Payment shall be deposited by NEWBURY COURT in a separate interest bearing account with a state or federally approved savings bank, registered in the names of RESIDENT and NEWBURY COURT (the "Escrow Account") and held in the Escrow Account until the earlier of termination of this Agreement or the date upon which the balance of the Entrance Fee shall have been received by NEWBURY COURT and RESIDENT is occupying the Living Accommodation.
 - b. Until the Entrance Fee has been paid in full by RESIDENT to NEWBURY COURT, the Advance Payment held in the Escrow Account will not be pledged as security by NEWBURY COURT in connection with any obligation incurred by or on behalf of NEWBURY COURT, and will not otherwise be transferred or hypothecated by NEWBURY COURT. If any portion of the Entrance Fee, including the Advance Payment, shall be pledged or otherwise used by NEWBURY COURT for any lawful purpose after the Entrance Fee has been paid in full, no such use of the

Entrance Fee shall alter NEWBURY COURT'S Entrance Fee refund obligations under this Agreement.

Interest earned on the Advance Payment from the date of deposit in the Escrow Account through the OCCUPANCY DATE shall be credited and paid to RESIDENT.

- c. As a condition of occupancy, the balance of the Entrance Fee shall be paid by RESIDENT to NEWBURY COURT no later than seven (7) days prior to the OCCUPANCY DATE, or if a cashier's check on the OCCUPANCY DATE.
- d. The Entrance Fee (other than the Advance Payment) will not be held in segregated accounts and any interest earned thereon shall not accrue to RESIDENT but may be used by NEWBURY COURT for such purposes as it deems necessary or desirable. NEWBURY COURT does not maintain a reserve, security or trust fund for its Entrance Fee refund obligations under this Agreement.

2. Monthly Fee and Other Payments.

- a. RESIDENT shall pay NEWBURY COURT monthly an amount determined by NEWBURY COURT ("Monthly Fee"). RESIDENT'S initial Monthly Fee for the Living Accommodation shall be that fee in effect on the OCCUPANCY DATE.
- b. Right to Adjust Fees. Not more than once each calendar year, NEWBURY COURT may make reasonable adjustments to the Monthly Fees to permit NEWBURY COURT to maintain the highest quality of service to RESIDENT. Adjustments to the Monthly Fees may be made more than once per calendar year if there is an aggregate projected increase in NEWBURY COURT operating and capital requirements (including, without limitation, water and sewer fees, rubbish removal, real estate taxes, betterments and improvement assessment, and property and liability insurance premiums) during the calendar year of more than five percent (5%). Attached to this Agreement as Exhibit 5 is a table showing the frequency and percentage increases of the Monthly Fee adjustments made by NEWBURY COURT within the five (5) year period prior to the calendar year in which this Agreement is executed.

No change in the Monthly Fees shall be effective upon less than sixty (60) days advance written notice to RESIDENT.

- c. Monthly Statement. NEWBURY COURT will present each RESIDENT with a detailed billing statement which will include but not be restricted to:

- (1) The Monthly Fee for the current month;
- (2) Any credits to RESIDENT for the preceding month;
- (3) Additional charges to RESIDENT for services rendered during the preceding month;
- (4) Any other amounts due NEWBURY COURT under this Agreement;

The amount due NEWBURY COURT from RESIDENT as reflected in the monthly statement shall be due and payable by RESIDENT upon receipt of monthly statement. IF RESIDENT FAILS TO PAY THE AMOUNT DUE WITHIN TEN (10) DAYS OF RECEIPT OF THE MONTHLY STATEMENT, NEWBURY COURT SHALL HAVE THE RIGHT TO ASSESS A LATE CHARGE EQUAL TO THREE PERCENT (3%) OF THE AMOUNT DUE. IN ADDITION, INTEREST ON THE LATE PAYMENT WILL BE CHARGED AT THE RATE OF 1.5% PER MONTH OR PORTION THEREOF. IN THE EVENT RESIDENT MAKES LATE PAYMENTS FOR TWO (2) CONSECUTIVE MONTHS, OR ANY THREE (3) MONTHS WITHIN A CALENDAR YEAR, THEN NEWBURY COURT SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT PURSUANT TO ARTICLE VII AND TO DEDUCT SUCH OVERDUE AMOUNTS PLUS INTEREST AND LATE CHARGES FROM ANY ENTRANCE FEE REFUND.

- d. Proration Fee. If the OCCUPANCY DATE is a date other than the first day of the month, the fees due for the first month under this Agreement shall be reduced pro rata on a daily basis.

B. Insurance

1. Health Insurance.

RESIDENT, at RESIDENT'S sole expense, must at all times maintain in full force and effect the maximum coverage available to RESIDENT under Medicare Part A and Medicare Part B (and under any successor programs hereafter adopted) or their equivalent and a Medicare supplemental insurance plan approved in writing by NEWBURY COURT ("Health Insurance"), or its equivalent.

2. Insurance Applications.

Should the RESIDENT fail or neglect to arrange for Health Insurance coverage, the RESIDENT hereby authorizes NEWBURY COURT to make application but without the obligation to do so, for such Health Insurance on his or her behalf, to pay any premiums required to obtain such Health Insurance, and to bill the cost of such Health Insurance to the RESIDENT on his or her monthly statement.

3. Automobile Insurance.

If the RESIDENT is licensed to operate a motor vehicle, the RESIDENT shall obtain and maintain at his or her own expense insurance to cover medical and other costs resulting from automobile accidents causing injury to the RESIDENT or to others and/or property damage in accordance with coverage limits established by NEWBURY COURT. NEWBURY COURT requires minimum coverage limits of \$100,000/\$300,000 for bodily injury and \$100,000 for property damage.

4. Personal Property Insurance.

RESIDENT is required to carry insurance on personal property. It is recommended the liability portion of the insurance be a minimum of \$500,000 to cover incidents in the Living Accommodation.

C. Fee Adjustments for Altered Circumstances

1. Marriage or Other Joint Living Arrangements

- a. Marriage or Joint Living Arrangements between RESIDENTS. A RESIDENT who marries or desires to live with another person who also resides at NEWBURY COURT, shall thereafter jointly pay a new Monthly Fee equal to the double occupancy rate for the Living Accommodation they jointly occupy. The RESIDENT vacating his/her Living Accommodation shall be entitled to a refund in accordance with Article VII.B.4.
- b. Marriage or Joint Living Arrangement with a Non-RESIDENT. If RESIDENT marries or desires to live with another person who is not a resident of NEWBURY COURT, the non-resident may, provided he or she satisfies the requirements for acceptance as a resident of NEWBURY COURT, become a resident of NEWBURY COURT upon execution of a Residence and Care Agreement and payment of the applicable second person Entrance Fee and Monthly Fee.

2. Financial Inability to Pay

- a. NEWBURY COURT'S Policy. Without in any way limiting NEWBURY COURT'S right to terminate this Agreement in accordance with Article VII, if the sole reason for RESIDENT'S failure to pay the Monthly Fee, the amounts payable by RESIDENT under Article V or any other amounts due to NEWBURY COURT under this Agreement (collectively referred to herein as the "RESIDENT'S Fees") is insufficient funds due to circumstances beyond the control of RESIDENT, the matter will be reviewed by the Executive Director and Controller (the "Financial Review Committee") with RESIDENT or his/her representatives. If RESIDENT presents to NEWBURY COURT facts, which in the Financial Review Committee's sole opinion, justify special financial consideration, NEWBURY COURT may, but shall not be obligated to do so, partly or wholly subsidize RESIDENT'S Fees; provided however, that such subsidy will not impair the ability of NEWBURY COURT to attain its objectives while operating on a sound financial basis. NEWBURY COURT reserves the right to establish conditions to such subsidy.
- b. RESIDENT'S Responsibility. It shall be a condition of receiving a subsidy that RESIDENT shall warrant and represent to NEWBURY COURT that he or she has not made any gift of real or personal property or imprudent investment in contemplation of the execution of this Agreement or during the term of this Agreement. During such time as NEWBURY COURT shall subsidize RESIDENT'S Fees, RESIDENT shall also, from time to time as requested by NEWBURY COURT, provide NEWBURY COURT with personal financial statements and copies of RESIDENT'S tax returns.
- c. Recovery of NEWBURY COURT Subsidy. Upon termination of this Agreement, NEWBURY COURT shall have the right to recover against RESIDENT or RESIDENT'S estate the aggregate amount of the RESIDENT'S Fees that has been subsidized by NEWBURY COURT, together with interest on the amount of the subsidy at an annual rate equal to the prime rate established by the financial institution, or its successor, for NEWBURY COURT on the effective date of termination plus one percent (1%). Such amount may be deducted by NEWBURY COURT from the amount of any Entrance Fee Refund that may be payable to RESIDENT or to his or her assignees or to RESIDENT'S estate under the terms of this Agreement.

- d. Financial Assistance. If RESIDENT'S resources are inadequate to meet his or her financial obligations to NEWBURY COURT, RESIDENT shall make every reasonable effort to obtain all available financial assistance. RESIDENT agrees not to make any gift of real or personal property or any investment subsequent to executing this Agreement that may materially impair RESIDENT'S ability, or the ability of his or her estate, to satisfy the financial obligations of RESIDENT under this Agreement.
3. Change of Accommodation.
- a. Change of Accommodation. NEWBURY COURT and RESIDENT may mutually agree that it is in the best interest of RESIDENT to relocate RESIDENT to another Living Accommodation at NEWBURY COURT.
 - b. Transfer to a Hospital or Health Care Facility. NEWBURY COURT may transfer RESIDENT to RIVERCREST or THE GARDENS (or an alternative nursing care facility) in accordance with Article V, and RESIDENT may be admitted to a hospital upon the order of his or her physician. If, after consultation with RESIDENT (or, if he or she is not competent, RESIDENT'S representative), and RESIDENT'S Physician, it is the reasonable medical judgement of the Medical Director of RIVERCREST or THE GARDENS that RESIDENT requires permanent or long-term inpatient care in a hospital or at RIVERCREST or THE GARDENS (or an alternative health care facility), the Executive Director may require RESIDENT'S Living Accommodation to be vacated; provided, that such decision is made in accordance with the procedure set forth in Article V. In such case, RESIDENT or his/her representative shall make arrangements to remove RESIDENT'S personal belongings from the Living Accommodation within thirty (30) days (provided that no other RESIDENT is then occupying such Living Accommodation) or, subject to compliance with any laws or regulations to the contrary, from a room at the nursing care facility within forty-eight (48) hours after written notification of such determination. RESIDENT shall remain obligated to pay the Monthly Fee, together with a holdover fee per month of up to twenty-five percent (25%) of the Monthly Fee, until RESIDENT'S personal belongings have been removed from the RESIDENT'S Living Accommodation. Payment for long term care facility services shall be made in accordance with Article V.B of this Agreement. No refund of any portion of the Entrance Fee shall be made upon RESIDENT'S transfer

to a hospital or a long term care facility unless this Agreement is terminated by NEWBURY COURT or RESIDENT pursuant to the provisions set forth in Article VII.B of this Agreement.

- c. Transfer of One of Two RESIDENTS Sharing a Living Accommodation. If two RESIDENTS occupy the Living Accommodation and one of them is transferred to a hospital or to RIVERCREST or THE GARDENS (or an alternative health care facility) on a permanent or long-term basis, payment for the long term care facility services for the transferred RESIDENT shall be made in accordance with Article V of this Agreement, and the Monthly Fee for the remaining RESIDENT then occupying the Living Accommodation shall be adjusted based upon single occupancy of the Living Accommodation. No refund of any portion of RESIDENTS' Entrance Fee shall be made at such time.
- d. Transfer to a Smaller Living Accommodation. If RESIDENT should choose to move to a smaller Living Accommodation, RESIDENT will be permitted to do so, subject to availability. NEWBURY COURT shall have the right to assess a transfer fee in connection with RESIDENT'S transfer to another Living Accommodation. Following the move, RESIDENT will pay the Monthly Fee allocable to the smaller unit. No refund of any portion of RESIDENT'S Entrance Fee shall be made at such time.
- e. Transfer to a Larger Living Accommodation. If RESIDENT should choose to move to a larger Living Accommodation, RESIDENT will be permitted to do so, subject to availability. NEWBURY COURT shall have the right to assess a transfer fee in connection with RESIDENT'S transfer to another Living Accommodation. RESIDENT will pay an additional Entrance Fee in an amount equal to the difference between the Entrance Fee RESIDENT has previously paid and the then current Entrance Fee for the larger Living Accommodation. Following the move, RESIDENT will pay the Monthly Fee allocable to the larger Living Accommodation.
- f. Termination of Shared Living Arrangement. If two RESIDENTS sharing the Living Accommodation desire to separate, they may by mutual agreement choose among the following options:

- (i) Retention of the Same Living Accommodation. One RESIDENT may leave NEWBURY COURT and the other RESIDENT may retain the Living Accommodation and pay the Monthly Fee for single occupancy thereof. No refund of any portion of the Entrance Fee will be made at that time.
- (ii) Transfer to an Alternate Living Accommodation. One RESIDENT may move to another Living Accommodation, if and when available. Upon move-in, such RESIDENT shall be required to pay an additional Entrance Fee in an amount equal to the then current Entrance Fee for the new Living Accommodation less the portion of the Entrance Fee previously paid for the original Living Accommodation for double versus single occupancy of that accommodation. RESIDENT shall also pay the Monthly Fee for single occupancy of the new Living Accommodation.

VII. TERMINATION AND REFUNDS

A. Prior to Occupancy

- 1. Termination due to Death, Illness or Financial Condition.
 - a. If RESIDENT dies (or if RESIDENT is two persons, both die) prior to assuming occupancy of the Living Accommodation, then this Agreement shall automatically terminate. If RESIDENT is two persons, and only one person dies, the other person shall have the right to terminate this Agreement without penalty.
 - b. If the physical or mental condition of RESIDENT deteriorates (or if RESIDENT is two persons, the physical or mental condition of both deteriorates) prior to assuming occupancy of the Living Accommodation to the extent that, after consultation with the Executive Director it is determined that RESIDENT(S) will be incapable of meeting the Personal Performance Criteria set forth in Exhibit 2, then this Agreement may be terminated by NEWBURY COURT by written notice to RESIDENT(S).
 - c. If the financial condition of RESIDENT changes prior to assuming occupancy to the extent that, in the opinion of the Financial Review Committee, RESIDENT will be unable to meet RESIDENT'S financial obligations under this

Agreement, then this Agreement may be terminated by NEWBURY COURT by written notice to RESIDENT.

- d. Upon termination of this Agreement pursuant to a. or b. above, NEWBURY COURT shall refund to RESIDENT or his or her legal representative, all amounts paid to NEWBURY COURT by RESIDENT, plus interest, less (i) any costs specifically incurred by NEWBURY COURT at the written request of RESIDENT and set forth in a written addendum to this Agreement signed by RESIDENT, and (ii) a Service Charge equal to one percent (1%) of the Entrance Fee.

2. Termination by RESIDENT

- a. At any time prior to assuming occupancy of the Living Accommodation, RESIDENT may terminate this Agreement without cause upon written notice to NEWBURY COURT.
- b. If the Living Accommodation is available for occupancy on the Occupancy Date, RESIDENT'S failure to occupy the Living Accommodation on the Occupancy Date shall be deemed a termination of this Agreement by RESIDENT unless an extension of the Occupancy Date has been agreed to in writing by RESIDENT and NEWBURY COURT.
- c. If the Living Accommodation is not available for occupancy on the Occupancy Date and RESIDENT has not previously terminated this Agreement, this Agreement shall be automatically terminated unless an extension of the Occupancy Date has been agreed to in writing by RESIDENT and NEWBURY COURT.
- d. Within thirty (30) days after the termination of this Agreement by RESIDENT, NEWBURY COURT will refund to RESIDENT or his or her legal representative, all amounts paid plus interest to NEWBURY COURT by RESIDENT (excluding the Processing Fee), less any costs specified in the written addendum (if any) to this Agreement signed by RESIDENT, and less a Service Charge equal to one percent (1%) of the Entrance Fee.

B. After Occupancy

- 1. Termination by NEWBURY COURT. NEWBURY COURT reserves the right to terminate this Agreement at any time after RESIDENT assumes occupancy of the Living Accommodation for good cause, including but not limited to: a material breach by

RESIDENT of RESIDENT'S obligation under this Agreement and after providing written notice to RESIDENT of such breach and a 30-day period in which to cure from receipt of the written notice; failure by RESIDENT to abide by the rules adopted by NEWBURY COURT and after providing written notice to RESIDENT of such failure to abide by such rules and a 30-day period in which to cure from receipt of the written notice; any material misrepresentations or omission by RESIDENT in connection with his or her application for residency at NEWBURY COURT; RESIDENT'S continued residence at NEWBURY COURT becoming seriously disruptive or threatening to the health or safety of RESIDENT or RESIDENT'S, or employees of NEWBURY COURT.

Any notice of termination shall be in writing specifying a date of termination not less than thirty (30) days nor more than ninety (90) days after the date notice is given. On or before the date of termination, RESIDENT shall move from NEWBURY COURT and vacate the Living Accommodation. Following the termination date, RESIDENT shall remain obligated to continue paying the Monthly Fee to NEWBURY COURT, together with a holdover fee per month of up to twenty five percent (25%) of the Monthly Fee, until RESIDENT has vacated the Living Accommodation and removed RESIDENT'S personal property from the Living Accommodation.

If this Agreement is terminated by NEWBURY COURT pursuant to this Section B.1, RESIDENT shall be entitled to receive a refund of a portion of the Entrance Fee in accordance with Article VII, Section B.4 below.

2. Termination by RESIDENT. RESIDENT has the right at any time after assuming occupancy of the Living Accommodation to terminate this Agreement by delivering to NEWBURY COURT a written notice of termination. The written notice need not cite any reason for the termination but shall specify a date of termination which shall not be less than sixty (60) days nor more than one hundred twenty (120) days after the date the notice is given.

On or before the date of termination, RESIDENT shall move from NEWBURY COURT and vacate his or her Living Accommodation. Following the termination date, RESIDENT shall remain obligated to pay the Monthly Fee to NEWBURY COURT, together with a holdover fee per month of up to twenty-five percent (25%) of the Monthly Fee, until RESIDENT has vacated the Living Accommodation and removed RESIDENT'S personal property from the Living Accommodation. If the belongings are still in the

Living Accommodation for any portion of a month, the full month's fee will be due. If this Agreement is terminated by RESIDENT under this Article VII, Section B.2, RESIDENT shall be entitled to a refund for a portion of the Entrance Fee in accordance with this Article VII, Section B.4 below.

3. Termination by Death.

- a. If RESIDENT is one individual, this Agreement shall terminate automatically upon the death of RESIDENT except that RESIDENT'S obligation to pay the Monthly Fee, together with a holdover fee per month of up to twenty-five percent (25%) of the Monthly Fee, shall continue after the date of death until RESIDENT'S personal property has been removed from the Living Accommodation by the family, by the estate of the deceased RESIDENT or by NEWBURY COURT, at which time the Monthly Fee (and any holdover fee) shall no longer be due. It is assumed that the family or legal heirs will remove personal property from the Living Accommodation within one month of death unless special arrangements are made with NEWBURY COURT. Should the RESIDENT'S belongings remain in the Living Accommodation for any portion of the month, the full monthly fee shall be due. (Refer to Article VIII, Sections C.1 and 2 regarding disposal of RESIDENT'S property.)

If this Agreement is terminated by the death of RESIDENT, RESIDENT'S estate shall be entitled to a refund of a portion of the Entrance Fee in accordance with Article VII, Section B.4 below.

- b. If two persons have entered into this Agreement as joint RESIDENTS, upon the death of one RESIDENT, this Agreement shall remain in effect as to the survivor. No refund of the Entrance Fee shall be paid to the estate of the deceased RESIDENT at such time. The surviving RESIDENT shall thereafter pay an adjusted Monthly Fee based upon single occupancy of the Living Accommodation.

4. Refund. Upon termination of this Agreement as provided in this Section B, RESIDENT (or RESIDENT'S estate) shall be entitled to a refund of a portion of the Entrance Fee (the "Entrance Fee Refund") in an amount and at the time(s) set forth below:

- a. If termination of this Agreement as provided in this Section B occurs within the first nine (9) months following RESIDENT'S occupancy of the Living Accommodation,

RESIDENT shall be entitled to a refund of the Entrance Fee, LESS any deductions permitted by this Agreement and LESS an amount equal to one percent (1%) of the Entrance Fee multiplied by the number of months of occupancy. Any Entrance Fee Refund payable under this paragraph shall be paid within one hundred eighty (180) days of the effective date of termination or, if later, the date upon which RESIDENT has vacated the Living Accommodation and removed RESIDENT'S personal property therefrom.

- b. If termination of this Agreement as provided in this Section B occurs after the ninth (9th) month following RESIDENT'S occupancy of the Living Accommodation, RESIDENT shall be entitled to a refund of ninety percent (90%) of the Entrance Fee LESS any deductions permitted by this Agreement. Any Entrance Fee Refund payable under this paragraph shall be paid in two installments: (1) the first installment shall be in an amount equal to the Entrance Fee less one percent (1%) of the Entrance Fee per month of actual occupancy of the Living Accommodation and shall be paid within one hundred eighty (180) days of the effective date of termination or, if later, the date upon which RESIDENT has vacated RESIDENT'S Living Accommodation and removed RESIDENT'S personal property therefrom, and (2) the second installment shall be the balance of the Entrance Fee Refund due hereunder, if any, and shall be paid within thirty (30) days following occupancy of the Living Accommodation by a new RESIDENT. Upon receiving written notice of termination of this Agreement or upon determining that this Agreement will terminate for any reason, whichever first occurs, NEWBURY COURT will use reasonable efforts to find a new RESIDENT to occupy RESIDENT'S Living Accommodation as quickly as possible, provided, however, NEWBURY COURT shall not be prevented from first filling other unoccupied Living Accommodations.

C. Release of NEWBURY COURT.

Upon the termination of this Agreement, NEWBURY COURT will be released from any and all obligations to RESIDENT except for the obligation to pay any Entrance Fee Refund due hereunder and, if applicable, to continue to use good faith efforts to find a new RESIDENT to occupy RESIDENT'S Living Accommodation.

VIII. RIGHTS AND OBLIGATIONS OF RESIDENT

A. Right of Privacy.

Subject to the provisions of this Agreement, RESIDENT shall have the exclusive right to occupy the Living Accommodation. NEWBURY COURT recognizes RESIDENT'S right to privacy and its responsibility to limit entrance to the Living Accommodation. RESIDENT recognizes and accepts the right of NEWBURY COURT to enter the Living Accommodation in order to carry out the purposes of this Agreement. NEWBURY COURT shall have the right to enter the Living Accommodation for the purposes of:

1. Performing scheduled housekeeping duties, upon reasonable advance notice.
2. Responding to the medical alert system.
3. Responding to the fire alert system.
4. Scheduling or undertaking emergency maintenance.
5. Checking the status of a RESIDENT if he or she is reported missing and has not responded to calls.
6. Showing the Living Accommodation to a prospective resident but only during normal daytime hours and after notice of termination of this Agreement has been given or RESIDENT has been required to vacate the Living Accommodation in accordance with the provisions of this Agreement, and, then, only upon reasonable advance notice.
7. Inspecting the Living Accommodation upon reasonable belief that there is a violation of the Rules and Regulations.
8. To remove personal property in accordance with this Agreement.

B. Responsibility for Damages.

RESIDENT shall be solely responsible and agrees to pay for any loss or damage to real or personal property of NEWBURY COURT caused by the negligence or acts of RESIDENT, their employees, agents or guests. If any negligence of anyone other than NEWBURY COURT or its staff results in injury, illness, or damage to RESIDENT, or to RESIDENT'S personal property, RESIDENT hereby releases and discharges NEWBURY COURT from all liability or responsibility for such injury or damage to RESIDENT, their employees, agents or guests or to RESIDENT'S personal property. RESIDENT shall have the responsibility of providing insurance to protect against such losses, as noted in Article VI., Section B.4.

C. INDEMNIFICATION of NEWBURY COURT by RESIDENT.

RESIDENT agrees to hold NEWBURY COURT harmless from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, and/or injury (to property or person including, without limitation, wrongful death) whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state or local government body or agency arising out of an incident to any acts, omissions, negligence, willful misconduct or any outside party, its personnel, employees, agent, contractors or volunteers in connection with or arising out of the outside parties' performance of services for resident. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees and related costs or expenses and any reimbursements to NEWBURY COURT for all legal expenses and costs incurred by it.

D. NEWBURY COURT'S Responsibility for Protection of RESIDENT'S Property.

1. If RESIDENT fails to remove his or her personal property from his or her Living Accommodation (or room in RIVERCREST or THE GARDENS) on or before the effective date of termination of this Agreement for any reason, NEWBURY COURT shall have the right (but not the obligation), in compliance with applicable law, to remove RESIDENT'S property and to store it at RESIDENT'S expense. If stored at a commercial warehouse and providing notice to RESIDENT has been given in writing, NEWBURY COURT shall have no further responsibility for the property.
2. In the case of RESIDENT'S death, NEWBURY COURT shall release all property of RESIDENT to the person(s) designated by RESIDENT in writing to receive it, or if no such person(s) shall have been designated, then to RESIDENT'S executor or administrator, or if no executor or administrator qualifies within thirty (30) days of RESIDENT'S death, then to RESIDENT'S next of kin. NEWBURY COURT will hold such property for not more than thirty (30) days following RESIDENT'S death at the risk of RESIDENT'S estate or of the persons entitled to receive the property. NEWBURY COURT will exercise ordinary care in safeguarding the property during that time. RESIDENT hereby grants to NEWBURY COURT a limited power of attorney to hold and deliver RESIDENT'S property as provided herein, including the authority to store it at RESIDENT'S expense in a commercial warehouse, if it has not been removed from the Living Accommodation within thirty (30) days of RESIDENT'S death.

- E. RESIDENT agrees to provide an updated medical history to NEWBURY COURT every twelve (12) months, or when a major health change has occurred, whichever is earlier. NEWBURY COURT, in its sole discretion,

will determine, after consultation with RESIDENT, whether additional healthcare services are necessary for RESIDENT'S continued well-being in the present Living Accommodation. RESIDENT agrees to contract and pay for any additional services in order to remain in the Living Accommodation.

- F. RESIDENT has the right to refuse medical treatment and receive hospice care in accordance with the terms of RESIDENT'S Living Will and Health Care Proxy.

IX. OTHER CONDITIONS

A. Power of Attorney and Guardianship.

RESIDENT will maintain a current durable power of attorney in a form acceptable to NEWBURY COURT and will provide a copy of such document to NEWBURY COURT. NEWBURY COURT retains the right to institute guardianship proceedings if RESIDENT is unable to care for his/her person or property, and has not designated someone to do so. RESIDENT will be responsible for the cost of such proceedings.

B. Delegation by the Executive Director or Medical Director.

Any authority or responsibility given by this Agreement to the Executive Director or Medical Director may be delegated by him or her to any one or more members of NEWBURY COURT'S staff. Such designees shall have qualifications and experience substantially equivalent to those required for the position assumed.

C. Guest Policies.

A RESIDENT may have a guest in the Living Accommodation for up to two (2) weeks. For more than two weeks the written consent of the Executive Director of NEWBURY COURT must be obtained. The intent of such policies shall be to permit stays of short duration by guests of RESIDENT where such stays will not, in the opinion of the Executive Director, adversely effect NEWBURY COURT RESIDENTS.

D. Pets.

One small dog, one domestic cat, a caged bird or fish may be kept in the Living Accommodation only with the prior written approval of the Executive Director, whose approval may be revoked at any time. RESIDENT will be responsible for cleanliness, litter and any damage caused by any pet and NEWBURY COURT, in its sole discretion, may require RESIDENT to pay a deposit to cover such expenses.

RESIDENT agrees to give up the pet upon the request of the Executive Director. A separate "Pet Agreement" must be signed if RESIDENT wishes to keep a pet at NEWBURY COURT.

E. Smoke Free Environment.

No smoking is permitted at NEWBURY COURT, including but not limited to, the Living Accommodation or at any other facilities in Concord by either RESIDENT or their guests or invitees, staff or vendors, except in areas, if any, designated as smoking areas by NEWBURY COURT.

F. RESIDENT'S Obligation to NEWBURY COURT for Arrangements at Death.

RESIDENT agrees to provide NEWBURY COURT with the following information at the time of occupancy: Name and address of funeral director, location of will, health care proxy, if any, name and address of attorney and executor, names and addresses of all banks and trust officers, information necessary to complete a death certificate, persons to be notified of RESIDENT'S death, and persons designated to receive RESIDENT'S personal property following death and if none is so designated then to RESIDENT'S executor or administrator.

G. Rules Adopted by NEWBURY COURT.

NEWBURY COURT reserves the right to adopt policies, procedures and rules regarding residency at NEWBURY COURT consistent with the provisions of this Agreement. RESIDENT agrees to observe the rules and regulations adopted by NEWBURY COURT.

H. Non-Discrimination.

It is understood and agreed that NEWBURY COURT admits persons to NEWBURY COURT without regard to sex, handicaps, race, color, national origin, sexual preference and religious affiliation.

I. Sole Responsibility.

All legal and financial obligations assumed by NEWBURY COURT in this Agreement are solely the responsibility of NEWBURY COURT.

J. Photo Release.

By the signature below, RESIDENT allows the use of their likeness for any promotional purposes for NEWBURY COURT and/or other Deaconess Abundant Life Communities.

K-L. Entire Agreement.

This Agreement, which includes each of the Exhibits, Schedules and Contract Addenda referenced in this Agreement, constitutes the entire Agreement between RESIDENT and NEWBURY COURT. To the best of RESIDENT'S knowledge and belief, RESIDENT warrants that all facts set forth in RESIDENT'S Confidential Data Application, including the financial statement and personal history, are true and correct. NEWBURY COURT is not liable for nor bound in any manner by any statement, representation or promise made by any person representing or purporting to represent NEWBURY COURT unless set forth in this Agreement.

M. Notices.

Notices shall be given in writing to NEWBURY COURT at the address of its Administrative Offices given below and to RESIDENT at the address given below until RESIDENT enters NEWBURY COURT, and thereafter at RESIDENT'S NEWBURY COURT address. A change in address may be affected by written notice given by one party to the other.

N. Non-Transferability.

The rights and privileges of RESIDENT under this Agreement are personal to RESIDENT and can not be transferred or assigned by act of RESIDENT, by any proceedings of law, or otherwise. If any person, other than the person who has signed this Agreement commences to live in RESIDENT'S Living Accommodation without following the procedures established by NEWBURY COURT, NEWBURY COURT shall have the right to terminate this Agreement.

O. Oral Modification.

No amendment to this Agreement shall be valid unless in writing executed by NEWBURY COURT and RESIDENT.

P. Joint and Several Liability.

When RESIDENT consists of more than one person, the rights and obligations of each are joint and several except as the context otherwise requires.

Q. RESIDENT'S Association.

The Newbury Court Resident's Association consists of all RESIDENTS physically occupying a Living Accommodation in NEWBURY COURT. Each RESIDENT is automatically a member of the Association. The

purpose of the Association is to further common RESIDENT interests and activities, to communicate and cooperate with those directly charged with the operation and management of NEWBURY COURT in establishing and promoting the well-being of RESIDENTS and to take appropriate action necessary to implement the same.

R. Right of Management.

NEWBURY COURT reserves the absolute right of management. NEWBURY COURT reserves the right to accept or reject any person for residency. RESIDENTS do not have the right to manage or set policy or to determine admissions, terms of admission, or transfer of other RESIDENTS. NEWBURY COURT reserves the right to pursue the expansion, demolition, or renovation of any of its buildings on the Concord property.

S. Right of Subrogation.

In case of injury to RESIDENT by a third party, NEWBURY COURT shall have the right of subrogation, for all of its costs and expenses incurred, and shall have the right, in the name of the RESIDENT, to take all necessary steps to enforce payment of same by the person responsible for the injury. RESIDENT agrees to cooperate and assist in recovering said costs.

T. Representation.

RESIDENT represents that all statements and documents submitted to NEWBURY COURT are true and complete and acknowledges that NEWBURY COURT is relying on the truth and accuracy of such statements and documents. Any misrepresentation or willful omission may render this Agreement null and void.

U. Documentation.

In addition to the Exhibits, the following documents are part of this Agreement:

1. Reservation Agreement
2. Confidential Data Profile (including personal financial statement)
3. Personal Health History and Physician's Statement and updates/
Personal Performance Criteria
4. Settlement Statement
5. Financial Disclosure Statement and update (supplied by
NEWBURY COURT)
6. Floor Plan
7. Written Amendments to this Agreement, if any.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS
AGREEMENT THE DATE AND YEAR FIRST ABOVE WRITTEN.

RESIDENT: _____

RESIDENT: _____

ADDRESS: _____

Newbury Court
100 Newbury Court
Concord, Massachusetts 01742

By: _____

Title: _____

Supplemental Disclosure - Marketing Materials

for



Concord, Massachusetts

January 1, 2025



FUTURE RESIDENT LIST AGREEMENT

Newbury Court (hereinafter referred to as COMMUNITY) and

Name of FUTURE RESIDENT _____

If more than one person

Name of FUTURE RESIDENT _____

Address _____

Telephone _____

Email _____

Additional Contact or relative _____

Address _____

Telephone _____

Email _____

Mutually agree(s) as follows:

1. When a person(s) indicates they are interested in becoming a resident of the Abundant Life Community in Concord, Massachusetts, (herein called "Newbury Court"), but think they are not ready to take occupancy, or the apartment of choice is not available, they may request to be placed on the Future Resident List.
2. They will pay a deposit of One Thousand Five Hundred Dollars (\$1,500.00) and sign this Future Resident List Agreement (hereinafter called "Future List Agreement").
3. The deposit will be held by the COMMUNITY in a separate account entitled "Newbury Court- Future Resident"; the account will be maintained as a non-interest bearing account.
4. At the time this Future List Agreement is signed, the Future Resident will indicate the (1) date they would like to begin being notified of available Living Units and (2) their preference(s) as to the size of the Living Unit.



5. Upon notification of an available Living Unit, the Future Resident may say “no” as many times as they wish and still retain their place on the Future Resident List. As Living Units become available, Future Residents will be notified each time in the order of when they joined the Future Resident List.
6. The Future Resident agrees to keep Newbury Court informed of any change of address to which the notice of Living Unit availability should be mailed.
7. One thousand dollars (\$1,000.00) of the Future Resident deposit will be refunded within five (5) business days after receipt by Newbury Court of a written request to return the deposit, and they will be removed from the Future Resident List. The balance of the Future Resident deposit (\$500) is not refundable and is used as a processing fee.
8. Upon receipt of written notice of the availability of a Living Unit, the Future Resident must notify Newbury Court in writing within seven (7) days thereafter whether they wish to occupy the Living Unit. In the event no such acceptance notice is received by Newbury Court within the seven (7) day period, such failure shall be treated as a “no” decision.
9. Should the Future Resident decide to take the available unit and become a resident, one thousand dollars (\$1,000.00) will be refunded to them. The balance of the Future Resident deposit (\$500.00) will be kept as a processing fee.

Suite Preference(s) (please circle) One Bedroom Two Bedroom Two Bedroom w/Den
Special Considerations:

The approximate date I (we) would like to be notified by Newbury Court about an available Living Unit is

Signature of Future Resident

Signature of Future Resident

Receipt of One Thousand Five Hundred Dollars (\$1,500.00) is hereby acknowledged as a deposit. (All checks should be made to New England Deaconess Association or NEDA.)

Date Received _____

New England Deaconess Association

By: _____



NEWBURY COURT was created and designed for independent singles and couples, 62 or older, and includes a full service package with amenities.

- A magnificent 35 acre site overlooking the Sudbury River
- Adjacent to the Concord Country Club
- Outdoor terrace and gazebo
- Spacious one, two and twobedroom with den designs
- Plush wall-to-wall carpeting
- Private balconies in many suites
- Fully equipped kitchen with electric range, microwave, dishwasher and disposal
- Individually controlled heating and air-conditioning
- Pre-wiring for telephone and cable
- Stackable washer/dryer in most suites
- Smoke and fire alarms in every suite
- Individual emergency response system
- Fireproof construction
- Indoor parking
- Secure individual storage areas
- Housekeeping and linen service
- Paid utilities (excluding telephone, internet and cable TV)
- Full time Lifestyle Director
- On-site maintenance service
- On-site wellness counseling and routine checks
- 24 hour concierge & security
- Check cashing services
- Transportation to shopping and appointments
- Daily check on residents' well being
- Roof decks
- Beautifully appointed common areas
- Fitness Center & Exercise Studio
- Indoor Exercise Pool and Jacuzzi
- Woodworking shop, hobby and art studios
- Conference and meeting rooms
- Extensive library
- Country Store
- Multiple dining venues
- Private dining rooms
- Interdenominational chapel
- Computer room
- Hair salon and spa for men and women
- Suites available for your overnight guests



NEWBURY COURT THE NOT-FOR-PROFIT DIFFERENCE

Founded in 1889, Deaconess Abundant Life Communities (Deaconess) is **one of the longest enduring not-for-profit providers** of quality residential and health care services for older adults in Massachusetts today. In each of our communities, we strive to nurture the mind, body, and spirit in an environment of dignity and respect for the lifelong contributions of our residents.

Quality, not earnings, is the barometer of a not-for-profit organization's efforts. All resources in a not-for-profit are reinvested in improving the physical environment, serving more people, offering better accommodations and services and, ultimately fulfilling the organization's mission.

The Deaconess provides a variety of opportunities throughout the year for residents, family members and members of the greater community to become partners in the Deaconess mission through the sharing of talents, time and financial resources, including, but not limited to:

- ◆ **The Deaconess Benevolent Fund** - Donations help provide assistance to residents of Newbury Court, The Gardens and Rivercrest experiencing financial hardship;
- ◆ **The Annual Year-End Appeal;**
- ◆ **The Annual Memorial Appeal;**
- ◆ **The Newbury Court Scholarship/Memorial Fund** – A resident-guided campaign to fund scholarships for Deaconess staff enrolled in school and other designated memorials;
- ◆ **Charitable Gift Annuities** - A charitable gift annuity allows you to support The Deaconess while benefiting from guaranteed lifetime income;
- ◆ **Bequests** – Leave a lasting legacy by remembering the Deaconess in your will;
- ◆ **Board, Committee and Community Advisory Council Membership**

*As a 501(c)3 organization, donations made to
Deaconess Abundant Life Communities are tax deductible.*

**For more information contact the Development Office
978-369-5151 Ext. 310**



Residence Fees

Suite Type	Entrance Fee Range (90% Refundable)	Monthly Fee Range
One Bedroom	Starts at \$358,800	Starts at \$4,724
One Bedroom with Den	Starts at \$579,200	Starts at \$7,437
Two Bedroom	Starts at \$471,575	Starts at \$6,321
Two Bedroom with Den	Starts at \$676,600	Starts at \$8,602

Pricing above is based on single occupancy and is subject to change without notice 1/1/25
Second Person Fees: Add \$17,000 to the Entrance Fee and \$875 to the Monthly Fee

Monthly Service Fee Includes

Maintenance of the residence and common areas
All Utilities including: heat, AC, sewer, electric, water and garbage
Main Meal of the day in the Fine Dining Room
Weekly Housekeeping, including linen and towel laundry
24-Hour Emergency Response
24-Hour Concierge
Garage Parking Space
Scheduled Transportation
Storage Cage
Exercise Classes, Art Classes, Cultural Programs, and Trips



Use this chart to compare your present monthly expenses with the monthly fee for the suite of your choice at Newbury Court.

Monthly Expenses	Newbury Court	Present Location
Rent or Mortgage		
Building Insurance	Included	
Personal Property Insurance		
Real Estate Taxes	Included	
Water and Sewer	Included	
Trash Collection	Included	
Electricity	Included	
Gas	Included	
Heating Oil	Included	
Food for Main Meal	Included	
Housecleaning	Included	
Laundry/Linens	Included	
Home Repairs/Maintenance	Included	
Household Appliance Repairs	Included	
Lawn Care/Snow Removal	Included	
Security	Included	
Association or Condo Fees	Included	
Auto Insurance		
Auto Maintenance, Gasoline		
Transportation to Local Shopping	Included	
Transportation to Local Doctors	Included	
Indoor Pool and Jacuzzi membership	Included	
Membership to Fitness Center	Included	
Planned Social Programs	Included	
24 Hour Emergency Response	Included	

TOTAL MONTHLY COSTS	\$ _____	\$ _____
---------------------	----------	----------

This worksheet is presented for comparison purposes only, and shall not be deemed to be a representation as to services provided by Newbury Court or the actual current or future costs chargeable to Residents thereof. Please reference the Residence and Care Agreement for the specific services provided.



MENU OF SERVICES – Resident Health Services

*For residents who value their independence, yet need assistance with daily activities.
Personalized care, at its best.*

Nursing Hourly Rate:

\$90.00/hour (half hour minimum charge)

Nursing care by RN may include:

- Weekly medication pre-fill; adherence to regime
- Injections (in conjunction with MD order)
- Wound care, catheter care (with resident-provided supplies)

Nurse Care Management Rate:

\$110.00/hour

As residents age and deal with chronic illnesses the Nurse Care Manager can assist in the coordination of complex changing needs, including:

- RN assessment of physical, cognitive, social, and environmental/safety needs
- Development of Care Plan to address needs identified in the assessment
- Coordinate care across multiple providers ie: doctor appointments and follow-up
- Strategies for cognitive, visual, and mobility impairments
- Assist in post-hospital transition back to Newbury Court
- Provide assistance to long-distance family members, and provide regular updates

Certified Nursing Assistant (CNA) Hourly Rate:

\$38.00/hour (half hour minimum charge)

CNA Services may include:

- Assistance with morning and evening routine (ie: shower, med reminders, dress assist, etc.)
- Home services (food prep, light housekeeping, laundry, bed making, shopping for resident, etc.)
- Escort services (within building, to appointments)
- Companion services (ie: outdoor walks, reading, visitation, etc.)
- Support with routine pet care

Check-in Visit:

\$15.00/visit

Conducted by CNA. Equal to or less than 15 minutes. (ie: safety suite check, administering eye drops, ointment applications, medication reminders, etc.)

Lifestyle Packages:

Lifestyle packages can successfully bridge the gap between Independent Living and Assisted Living or Skilled Nursing Care. Packages are based on Functional Assessments conducted by Nurse Care Managers at the time of move-in, a change in status, hospitalization, or at 6-month intervals. Packages allow for flexibility to use nurse and CNA services when and as needed.

Packages can be customized to meet residents' individual needs. As care needs increase (and the Functional Assessment score increases) a recommendation may be made to move to a higher level of care including a more appropriate care setting such as The Gardens or Rivercrest. Resident/and or family will be contacted by the Nurse Care Manager to plan and discuss care options.

Residents needing care/services exceeding 4-hour blocks of time each day are referred to our inhouse home care service: *Deaconess Abundant Life Services at (978)402-8620*

Supportive Lifestyle Package	Assisted Lifestyle Package	Enhanced Lifestyle Package
Score of 20-27	Score of 28-36	Score of 37-54
For those in need of: 8-12hrs/week of CNA assistance, and 1-2 hrs/wk of Nurse Care Management	For those in need of: 13-16 hrs/week of CNA assistance, and 2-3 hrs/wk of Nurse Care Management	For those in need of: 16-20hrs/week of CNA assistance, and 3-5 hrs/wk of Nurse Care Management
Additional \$1905./month*	Additional \$2450./month*	Additional \$3150./month*
*fees are in additional to monthly Newbury Court service fees		

Resident Health Service Drop-in Clinic:

Monday-Friday 11-1pm.

Blood pressure, nurse consultation: no \$ fee charged.

(*wound care/dressings may be performed during Drop-in
Clinic but are billed at the minimum ½ hour nurse rate)

978-402-8134 – RHS Office

ELLEN REUSCH, R.N.
Director of Resident Health Services
Extension 127

PLEASE CHECK WITH CONCIERGE FOR NURSE IN BUILDING WEEKENDS*

Rivercrest

Rehab and Wellness

at Newbury Court

80 Deaconess Rd.
Concord, Massachusetts 01742
(978) 394-3826

NEWBURY COURT'S SKILLED NURSING NEIGHBORHOOD

DAILY RATE SCHEDULE**

(Effective January 1, 2024)

\$633.43 – 2-bed room

\$771.34 – Private room

Rivercrest is licensed by the Massachusetts Department of Public Health & is Medicare and Medicaid certified.

**** Includes room, meals, linens, personal laundry, housekeeping, and nursing services (including 24-hour coverage of Licensed Nurses).**



OUR PHILOSOPHY~

At *The Gardens* at Newbury Court we understand no two people experience memory loss in the same way. This is the basis for the supportive environment that offers opportunities each day for personal meaning and a sense of community.

There is no one approach to care giving. Our responsibilities include managing changes in behavior, daily choices and helping residents get ready for their day in *The Gardens*. Handling these duties is hard work. By providing choices and fun everyday we can make sure the resident feels supported and is living a full life. This allows him or her to start taking the steps to preserving his or her own well-being.

OUR PROGRAM~

A 26 suite memory support neighborhood where programming is a fundamental component of the support. Each activity is an integral part of one's everyday existence and gives meaning to each individual's life. Every event, encounter or exchange is an activity to help each person structure the day, giving them a sense of accomplishment, and making them feel valued.

SERVICES & AMENITIES~

- ✧ Wellness programs designed for each individual
- ✧ A personalized calendar of events and planned activities
- ✧ Hair Salon
- ✧ Country Kitchen
- ✧ The Gardens Outdoor Courtyard
- ✧ Walking paths with an escort
- ✧ Housekeeping
- ✧ Laundry

2024 FEES~

Suites

Monthly Fees

Small Suite – single occupancy	\$5,000 one time fee	\$11,047.16*
Medium Suites – single occupancy	\$5,000 one time fee	\$11,319.99*
Large Suite – single occupancy	\$5,000 one time fee	\$12,118.20 *

Pricing may change without notice

01/01/2024

***Newbury Court Residents receive a 20% discount off of current rates and do not pay the \$5,000 fee.**

Our memory support philosophy is to foster an environment of habilitation, autonomy and choice, love and belonging in a setting where one can re-create themselves.



Personal Performance Criteria for Independent Living

Personal performance criteria are used to evaluate the individual resident's level of personal independence and his/her level of physical and mental ability to provide self-care. The existence of a physical handicap or a sensory deficit is not a criterion in and of itself; the ability to perform certain activities is the determinant of the resident's qualification for independent living.

The following criteria qualify a resident for independent living:

1. Able to bathe, groom and dress self.
2. Able to ambulate or self-transport
3. Able to feed self
4. Requires no ongoing special diet which cannot be self-managed
5. Able to administer own medications
6. Requires no ongoing scheduled professional nursing care
7. Continent of bowel and bladder or self-managed incontinence
8. Mentally alert
9. Oriented to person, place and time
10. Able to make personal care decisions
11. Able to attend dinner in the Dining Room regularly
12. Able to maintain an orderly personal living space and clean personal clothing
13. Able to leave campus for personal needs or personal reasons
14. Able to provide own breakfast and lunch

Concord Country Club



Old Road to Nine Acre Corner

To Route 2

Emerson Hospital

Chamberlin Drive

Offices (One-Story)

Decorators

Chapel

Approximate Floodplain
from Town Maps
(F1, F2, F3)

Wetlands Conservation
District

Wetlands Conservation
District

BUILDING KEY

- Newbury Court
- The Gardens (first floor only)
- Rivercrest Wellness and Rehab
- Chamberlin Apartments



JENNY

DUGAN

BROOK

SUDBURY

RIVER

DINNER MENU

STARTERS

NEW ENGLAND CLAM CHOWDER

FRENCH ONION SOUP

(AVAILABLE GF & AVAILABLE DF)

SHRIMP COCKTAIL

(GF & DF)

GARDEN SALAD

MIXED GREENS WITH CUCUMBERS,
GRAPE TOMATOES, CARROTS, & CANDIED PECANS
(GF & DF)

CAESAR SALAD

ANCHOVIES & CROUTONS
(AVAILABLE GF)

SLICED TOMATO SALAD

(GF & DF)

WEDGE SALAD

WEDGE OF ICEBERG LETTUCE TOPPED WITH
GORGONZOLA CHEESE & CRUMBLED BACON
(GF & AVAILABLE DF)

PEACH HALVES

COTTAGE CHEESE
(GF & AVAILABLE DF)

PICKLED BEET SALAD

(GF & DF)

DRESSINGS

BALSAMIC VINAIGRETTE

BLEU CHEESE

CREAMY ITALIAN

HONEY DIJON (FAT FREE)

ITALIAN (FAT FREE)

OIL & VINEGAR

RANCH

RASPBERRY VINAIGRETTE (FAT FREE)

THOUSAND ISLAND

ALL DRESSINGS ARE GLUTEN FREE

**GF = GLUTEN
FREE DF = DAIRY
FREE**

A MEAL CREDIT CONSISTS OF UP TO A FOUR COURSE MEAL;
CHOICE OF 2 STARTERS, 1 ENTRÉE WITH 2 SIDE DISHES, & 1 DESSERT

ANY ADDITIONAL ITEMS ORDERED BEYOND THE FOUR COURSES WILL BE CHARGED AT THE A LA CARTE PRICE

PLEASE INFORM YOUR SERVER IF YOU HAVE A FOOD ALLERGY OR REQUIRE A LOW SODIUM MEAL

CONSUMING RAW OR UNDERCOOKED MEAT, POULTRY, SEAFOOD, SHELLFISH, OR EGG
MAY INCREASE YOUR CHANCE OF FOODBORNE ILLNESS

DINNER MENU

ENTREES

FILET MIGNON

GRILLED TO ORDER, TOPPED WITH BÉARNAISE SAUCE
(GF & AVAILABLE DF)

♥**ROASTED QUAIL**♥

PAN SEARED QUAIL TOPPED WITH A RED WINE BALSAMIC DEMI GLAZE
(GF)

CATCH OF THE DAY

CHEF'S CHOICE OF THE FRESHEST SEAFOOD DELIVERED DAILY

BAKED BRIE PLATE

BAKED BRIE WRAPPED IN A PUFF PASTRY SERVED WITH
FRESH SEASONAL FRUITS AND SLICED FRENCH BREAD

CHEF'S OMELET

YOUR CHOICE OF PLAIN, CHEESE, OR CHEF'S OMELET OF THE DAY

WARM RASPBERRY DUCK SALAD

SLICED DUCK BREAST TOSSED IN A RASPBERRY DRESSING, SERVED OVER MIXED GREENS
WITH CUCUMBERS, RASPBERRIES AND CHERRY TOMATOES
(GF & DF)

SIRLOIN

(AVAILABLE GF & AVAILABLE DF)

♥**BAKED SALMON**♥

(GF & AVAILABLE DF)

TURKEY CLUB

(DF & AVAILABLE GF)

HAMBURGER

(DF & AVAILABLE GF)

♥**GRILLED CHICKEN**♥

(GF & DF)

CHICKEN CAESAR SALAD

(AVAILABLE GF)

SIDE DISHES

GREEN BEAN

ALMONDINE

(GF & DF)

WHIPPED BUTTERNUT

SQUASH

(GF)

SCALLOPED

POTATOES

(GF)

STEAMED SPINACH

(GF & DF)

STEWED TOMATOES

(GF & DF)

BAKED POTATO

(GF & DF)

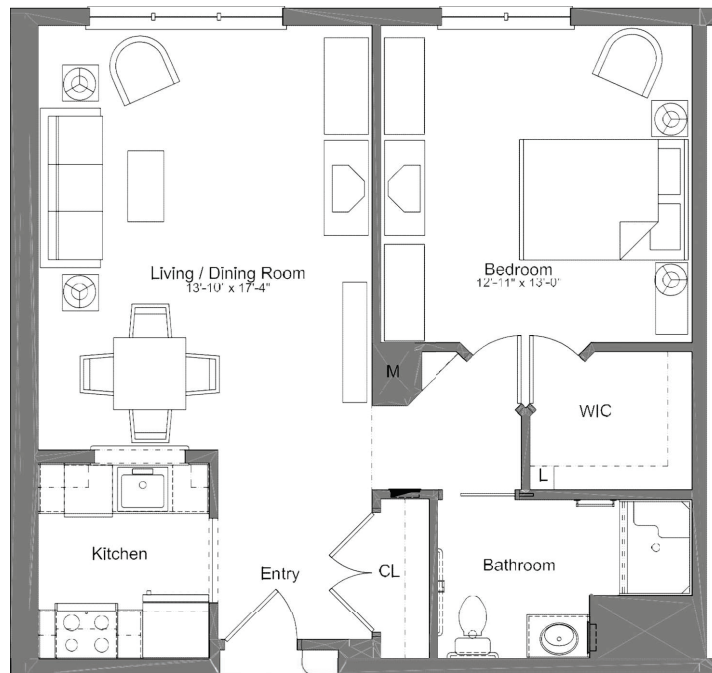
BROWN RICE

(GF & DF)

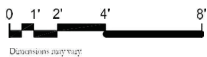
FRENCH FRIES

(GF & DF)

ONION RINGS



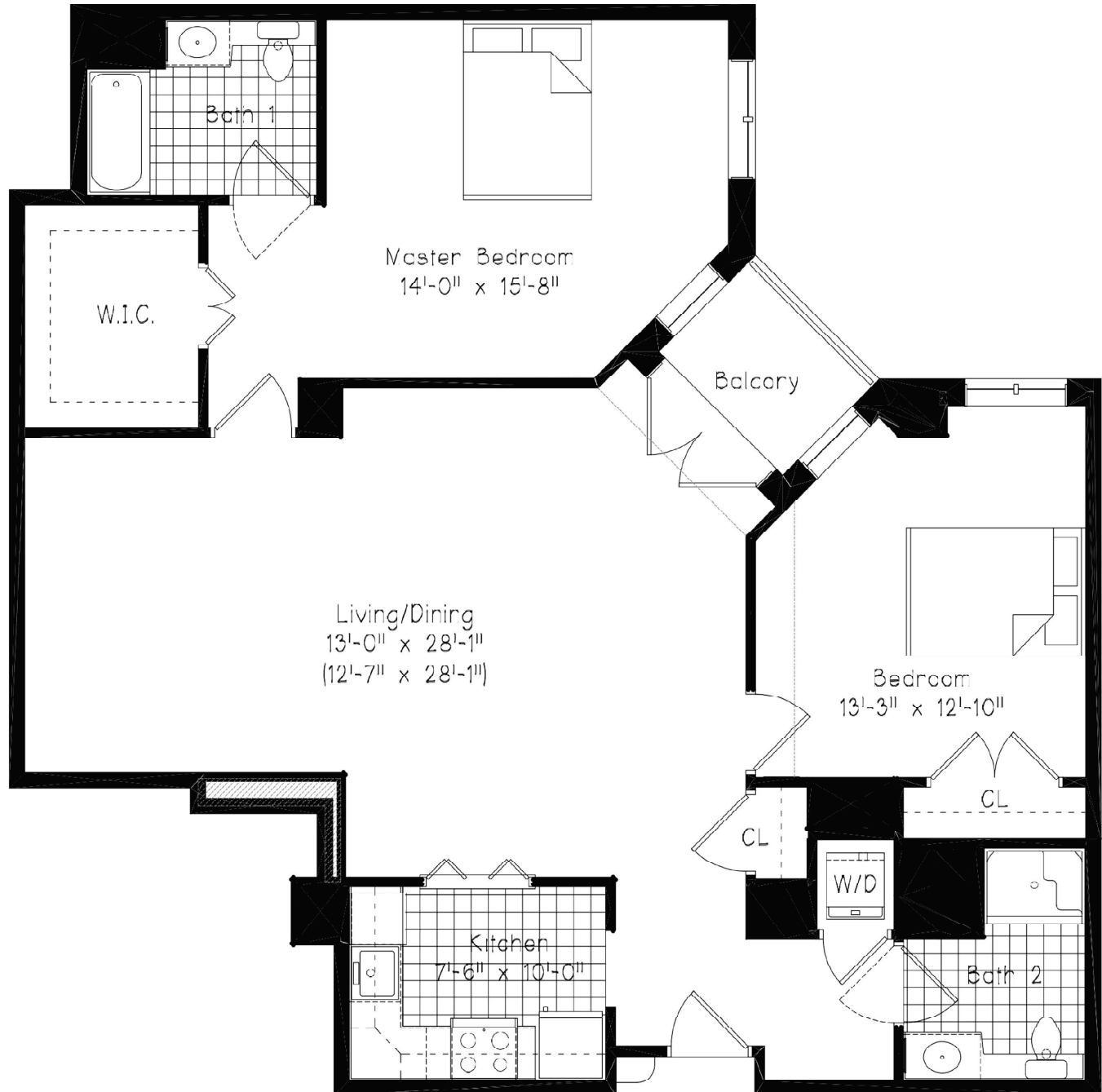
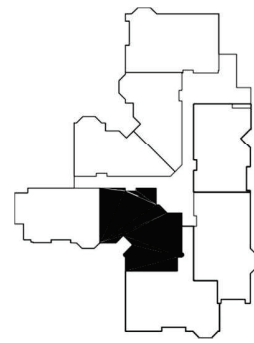
Old Marlboro B - One Bedroom



Scale: 1/4" = 1'-0"

756 SQ. FT.
Unit Numbers: 238, 338

Actual unit S.F. and configuration may differ due to structural and/or mechanical layout changes during construction.



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Buttrick - Two Bedroom



Dimensions may vary.

Scale: 1/4" = 1'-0"

1,356 SQ. FT.

Unit Number: 2215, 3315,
4415, 5515 and 6615

Actual unit S.F. and configuration may differ due to structural
and/or mechanical layout changes during construction.