

RESIDENCE AND CARE AGREEMENT

CARLETON-WILLARD HOMES, INC.
100 OLD BILLERICA ROAD
BEDFORD, MASSACHUSETTS 01730



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RESIDENCE AND CARE AGREEMENT

AGREEMENT made this ____ day of _____, 20__, between CARLETON-WILLARD HOMES, INC., herein "CWH", and _____, herein "RESIDENT".

CWH owns and operates a continuing care retirement community known as CARLETON-WILLARD VILLAGE located at 100 Old Billerica Road, Bedford, Massachusetts. Information regarding CWH is contained in the Disclosure Statement attached and made a part hereof as Exhibit A. Also, incorporated into this Agreement and made parts hereof are RESIDENT's Personal History, Financial Statement and Physician's Report.

RESIDENT has been accepted by CWH subject to the terms and conditions of this Agreement to occupy the Independent Living Unit designated as _____ ("ILU").

Prior to the execution of this Residence and Care Agreement by CWH, RESIDENT (and in the case of two RESIDENTS, each of them), has met the following requirements:

HEALTH

RESIDENT's medical records and current health status have been reviewed with CWH. RESIDENT on the date of such review was in a state of health acceptable to CWH and deemed capable of self-maintenance in an Independent Living Unit.

FINANCIAL

RESIDENT has provided information to CWH demonstrating that RESIDENT has the financial ability to pay for RESIDENT's projected lifetime costs. During Occupancy, RESIDENT agrees to provide updated financial information and tax returns as may be requested by CWH from time to time.

AGE

RESIDENT will be sixty-five (65) years of age or older on the Occupancy Date.

Terms and Conditions

DEFINITIONS OF WORDS AND PHRASES

“**AGREEMENT**” means the Residence and Care Agreement.

“**DOUBLE OCCUPANCY**” means occupancy of one Independent Living Unit by two persons.

“**CHIEF EXECUTIVE OFFICER**” means the person designated as such from time to time by the Board of Directors of CWH.

“**FOUNDER’S FEE**” means the entry fee payable by RESIDENT prior to the Occupancy Date.

“**HEALTH CARE REVIEW TEAM**” consists of CWH Chief Executive Officer, representatives of the Nursing Center and either the Medical Director or a CWH physician or RESIDENT’S personal physician.

“**NURSING CENTER**” means the nursing care facilities known as Caswell Hall, Willard Hall and Ross-Worthen, the latter a specialized center for persons with Alzheimer’s disease and other related dementia.

“**INDEPENDENT LIVING UNIT**” or “**ILU**” means the living unit occupied by RESIDENT in the Cluster Homes, Badger Terrace or Winthrop Terrace.

“**LLEWSAC LODGE**” means the assistance in living facility at CWH.

“**MEDICAL DIRECTOR**” means the licensed physician engaged by CWH to provide medical advice on a limited consulting basis, primarily to the Nursing Center.

“**MONTHLY MAINTENANCE FEE**” means the fee payable by RESIDENT each month during the term of this Agreement.

“**NURSING ACCOMMODATION**” means off-premises nursing facilities.

“**NURSE PRACTITIONER**” means the person(s) employed by CWH licensed to serve as a nurse practitioner(s).

“**OCCUPANCY DATE**” means the date designated by CWH as the date on which the Independent Living Unit is available for occupancy.

“**CWH PHYSICIAN**” means a licensed physician available, on a scheduled basis, at the Nursing Center to provide primary care medical consultations at RESIDENT’S expense.

“PROBATIONARY PERIOD” means the first ninety (90) days following RESIDENT moving into the Independent Living Unit.

“RESIDENT” shall include husband and wife, as well as two related or unrelated people, referring to both and to each, where two persons have co-signed this Agreement.

“SURRENDER” means the act of ceasing to occupy an Independent Living Unit, the removal of all personal possessions, and returning the keys to CWH.

“DEPARTING RESIDENT” means RESIDENT who has been permanently transferred to Llewsac Lodge, the Nursing Center, a hospital or other Nursing Accommodation, or leaves the ILU because this Agreement has terminated for an event other than death.

“DECEASED RESIDENT” means RESIDENT who has died after execution of this Agreement.

“REMAINING RESIDENT” means RESIDENT who continues to be bound by this Agreement after the permanent transfer to Llewsac Lodge, the Nursing Center, a hospital or other Nursing Accommodation of his or her spouse, or other person co-signing this Agreement, or the termination of this Agreement for any event other than death with respect to his or her spouse, or other person co-signing this Agreement

“SURVIVING RESIDENT” means RESIDENT who continues to be bound by this Agreement after the death of his or her spouse, or other person co-signing this Agreement.

“TERMINATE THIS AGREEMENT” means the end of RESIDENT’s right of occupancy in any CWH accommodation.

I. FOUNDER'S FEE AND MONTHLY MAINTENANCE FEE

On or before the Occupancy Date, RESIDENT shall pay the balance due of the Founder's Fee, and commence paying the Monthly Maintenance Fee, as adjusted from time to time. On and after the Occupancy Date, payment of the Founder's Fee and the Monthly Maintenance Fee, RESIDENT shall have the right to receive the accommodation, facilities and services described in this Agreement.

II. ACCOMMODATIONS, FACILITIES AND SERVICES

A. ACCOMMODATIONS

1. ILUs are furnished by CWH with wall to wall carpeting, standardized floor coverings, window coverings, light fixtures, refrigerator with freezer compartment, stove with exhaust hoods, garbage disposal, connections for cable television, and jacks for telephone.
2. All ILUs are equipped with a 24 hour emergency response system, and smoke and heat detectors. Hallways and other common areas are equipped with sprinklers.
3. ILU's in Winthrop Terrace and Cluster Homes include microwave ovens, automatic clothes washer and dryer, and central air conditioning. Dishwashers are included in Winthrop Terrace.
4. Badger Terrace ILUs are furnished with room air conditioners. Laundry facilities are provided on the first floor.
5. All other furnishings and appliances shall be provided by and maintained at RESIDENT's expense. All appliances provided by CWH will be maintained by CWH.
6. On site storage facilities are available on a limited basis. Protection of stored property and risk of loss shall be the RESIDENT's responsibility.

B. STRUCTURAL CHANGES

1. Request by RESIDENT for structural changes to the ILU shall be subject to prior written approval by CWH of a Unit Modification Form, which approval shall be in the sole discretion of CWH.

2. Cost for customized improvements will be included in the Unit Modification Form and will be billed to RESIDENT.
3. Approved structural changes include an obligation to return the ILU to its original condition upon Surrendering the ILU if required by CWH. Reconditioning costs and expenses will be the responsibility of RESIDENT.

C. MONTHLY MAINTENANCE FEE BENEFIT SCHEDULE

1. Services and Amenities Covered by Monthly Maintenance Fee
 - All utilities except telephone and cable TV services; all units cable-ready.
 - Bed and bath linens provided, laundered weekly.
 - Weekly housekeeping, with monthly special cleaning project.
 - Scheduled trash collection and snow removal.
 - Transportation to shopping, local medical appointments, on-site activities, and Abbott Dining Room.
 - Learning in Retirement program.
 - Wooded walking paths, croquet court, and putting green.
 - Fitness Center and wellness program.
 - Craft studio and woodworking shop.
 - Billiards and bumper pool.
 - Computer Center.
 - Library.
 - Video and DVD library.
 - Meditation Room.
 - Garden Lounge.
 - Auditorium/Chapel.
 - A parking space for each RESIDENT – guest parking available.

- Membership in Residents' Association.
- Twenty-four hour security and maintenance of buildings, grounds and equipment.
- Insurance on buildings and Independent Living Units and all items owned by CWH in the units. Resident is required to insure their possessions in the units and in the storage areas.
- RESIDENT's choice of one meal per day at Abbott Dining Room or Victoria Café, or "take home" from daily menu.

2. Services and Amenities Not Covered by Monthly Maintenance Fee

- General store and flower shop.
- David Fitch Guest House.
- Beauty salon.
- Banking services.
- Newspaper delivery.
- Fax, UPS, FedEx.
- Guest meals.
- Pool membership.
- Insurance on RESIDENT's personal possessions.
- Transportation to Boston Symphony, theaters, lectures, museums, and cultural events.
- Personal laundry and dry cleaning.
- Second and third meal per day.

D. TAXES

RESIDENT shall be responsible for all taxes, levies, assessments or charges imposed by any governmental authority on property owned by RESIDENT.

E. HEALTH CARE SERVICES

1. Professional Services.

Medical Director and CWH Physicians are available during scheduled hours. Charges are the responsibility of RESIDENT. Nurse Practitioner and clinic nurse are available during normal office hours, Monday through Friday. Nursing supervisor is available twenty-four hours per day, seven days per week.

Physical therapy, occupational therapy and speech therapy are available at CWH. Charges are the responsibility of RESIDENT. Such services will be available to RESIDENT only when approved by RESIDENT's primary care physician, as medically necessary and appropriate, and likely to result in significant improvement in RESIDENT's condition within a reasonable period of time.

Emergency care is available at Llewysac Lodge or the NURSING Center.

All offsite medical and lodging expenses incurred by RESIDENT due to an accident or illness while away from CWH shall be the responsibility of RESIDENT.

2. Nursing Care.

- (a) RESIDENT is entitled to sixty (60) days each calendar year (which do not have to be consecutive) where he/she can receive nursing care at Llewysac Lodge, the Nursing Center or Ross-Worthen. During the 60 day period, RESIDENT will continue to pay his/her monthly maintenance fee plus the normal and usual charges for two additional meals per day. During this period RESIDENT will not pay the daily fee for nursing care.
- (b) Beginning with the sixty first (61) day of care in a calendar year in Llewysac Lodge, the Nursing Center or Ross-Worthen, RESIDENT will pay 80% of the daily rate applicable to the facility RESIDENT occupies for the balance of the current year.
- (c) If there is no available bed at the time RESIDENT requires a transfer, CWH shall arrange for RESIDENT to be transferred to a substantially equivalent Nursing Accommodation selected by CWH.

F. USE OF PHYSICIANS

RESIDENT may engage the services of any physician. At its option, CWH may require RESIDENT to reimburse CWH for its cost in caring for any complications resulting from services rendered by a physician who is not the Medical Director or a CWH Physician.

RESIDENT agrees to authorize and direct any non-CWH Physician engaged by RESIDENT to release to CWH's Medical Director in writing and in confidence for CWH's treatments, payment and health care operations current information regarding RESIDENT's health status, medications and medical treatments.

G. HEALTH INSURANCE

1. Coverage under Federal Social Security and State Supplemental Programs - RESIDENT shall obtain and maintain in force at RESIDENT's expense the maximum coverage available to RESIDENT under the Federal Social Security programs commonly known as Medicare Part A and Medicare Part B, and under Blue Cross/Blue Shield of Massachusetts Medicare Supplemental Insurance (Medex Gold) or an equivalent Medicare supplemental insurance plan (and under any successor programs hereafter adopted) approved in writing by CWH. Participation in a Medicare HMO shall not satisfy the foregoing requirement. CWH may accept documented equivalent coverage from RESIDENTS who are not qualified for Medicare and are insured under other adequate programs.

Should RESIDENT fail or neglect to arrange for such insurance coverage, RESIDENT authorizes CWH to make application for such insurance, to pay any premiums required to obtain such insurance and to bill the cost of such insurance to RESIDENT as part of the Monthly Maintenance Fee..

RESIDENT agrees to furnish to CWH at least annually, and at such other times as CWH may request, evidence that such health insurance coverage required above is being maintained.

All Medicare deductible and co-payment charges incurred by RESIDENT for health care items and services shall be the financial responsibility of RESIDENT.

2. Claims for Insurance Benefits - CWH is authorized to make on RESIDENT'S behalf any and all claims for insurance benefits for Accommodations, Facilities and Services ("Covered Services") and agrees to execute any and all documents necessary to enable CWH to prepare, submit, collect and enforce such claims. Any insurance benefits received by RESIDENT from any source with respect to Covered Services shall be paid by RESIDENT to CWH as reimbursement for the costs incurred by CWH in providing Covered Services to RESIDENT.

H. POWER OF ATTORNEY; RIGHT OF SUBROGATION

In case of injury to RESIDENT caused by any act or omission of another person, RESIDENT hereby grants a power of attorney to CWH, which power shall not be affected by the subsequent disability or incapacity of RESIDENT, and which shall give CWH in its own name or in the name of RESIDENT the right to assert any claims and to initiate legal action, if necessary, against the person(s) who caused injury to RESIDENT and to recover compensation for the injury and the expenses incurred by RESIDENT or CWH. RESIDENT hereby assigns all rights of recovery to CWH. RESIDENT agrees to execute such further authorization as shall be necessary to prosecute such claims or causes of action and to provide information and assistance as CWH may reasonably request.

After all costs and expenses incurred by CWH (including legal fees and costs of Covered Services furnished to RESIDENT by CWH because of such accident or injury) shall have been reimbursed to CWH, either from settlement, judgment or otherwise, the balance of any such recovery will be refunded or credited to RESIDENT or, in the event of the death of RESIDENT, will be paid to RESIDENT's estate or to the person entitled thereto. CWH may, but need not, pursue any recovery, or if it elects to do so, beyond that described above, and neither RESIDENT nor RESIDENT's estate shall have any claim against CWH by virtue of its prosecution of the type of action described above.

I. PERMANENT TRANSFER TO LLEWSAC LODGE OR NURSING CENTER OR ROSS-WORTHEN

Except in the case of an emergency, a decision to permanently transfer RESIDENT to Llewsac Lodge or Nursing Center or Ross-Worthen will be made by the Healthcare Review Team, in consultation with RESIDENT (or RESIDENT's representative) and RESIDENT's personal physician. A determination by the Healthcare Review Team

that a transfer is necessary or appropriate for the RESIDENT's physical, mental or health condition shall be final.

III. FINANCIAL CONDITIONS

For the right to reside at CWH, and to receive from CWH the services that are described in this Agreement, RESIDENT shall pay to CWH an Administrative Processing Fee, a Founder's Fee and a Monthly Maintenance Fee in accordance with the following schedule.

A. ADMINISTRATIVE PROCESSING FEE AND DEPOSIT

RESIDENT has paid to CWH three hundred seventy-five dollars (\$375.00) representing one-half (1/2) of the Administrative Processing Fee of seven hundred fifty dollars (\$750.00). The balance of the Administrative Processing Fee shall be payable at the Occupancy Date. No part of the Administrative Processing Fee is refundable under any circumstances after execution of this Agreement.

B. FOUNDER'S FEE

RESIDENT shall pay the Founder's Fee, which may be used by CWH for any purpose consistent with the achievement of the overall mission and objectives of CWH, whether or not directly related to this Agreement, in the amount of _____ dollars (\$_____) in accordance with the following schedule:

1. Ten Percent (10%), or _____ Dollars (\$_____), with credit allowed for the deposit previously paid on account (\$_____)
2. Ninety percent (90%) or _____ (\$_____) due on Occupancy Date _____

C. MONTHLY MAINTENANCE FEE

RESIDENT shall pay the Monthly Maintenance Fee in an amount determined by CWH based upon the size of the Independent Living Unit and the number of persons residing in the Unit. RESIDENT'S initial Monthly Maintenance Fee shall be _____ dollars () If the Occupancy Date is a date other than the first day of the month

or if the Termination Date is other than the last day of the month, the Monthly Maintenance Fee shall be adjusted on a daily basis for that month.

1. Right to Adjust Monthly Maintenance Fee - Upon forty-five (45) days written notice, the Monthly Maintenance Fee may be adjusted to reflect changes in the cost of accomplishing CWH's purposes, with the achievement of the overall objectives of CWH.
 - (a) Monthly Statement - On or about the first day of each calendar month, CWH will present to RESIDENT the Monthly Maintenance Fee for the current month which shall also include any meal credits to RESIDENT (as described in sub-paragraph 3 below) for the preceding month, any additional charges to RESIDENT for services rendered during the preceding month, and any other amounts due CWH.
2. Timing of Payment - The Monthly Maintenance Fee shall be paid to CWH on or before the fifth (5th) day after the date of the statement.
3. Meal Charges - A credit will be given against the cost of meals for any period of at least fourteen (14) consecutive days when RESIDENT is away from CWH, provided, RESIDENT gives seven days prior written notice to CWH of the absence. No other refund or credit is given for meals unused while in residence.
4. Failure to Pay - If RESIDENT fails to pay any Monthly Maintenance Fee within thirty (30) days after receiving the statement, CWH may give written notice that if RESIDENT fails to make such payment within fifteen (15) days after receiving such notice, CWH may Terminate this Agreement.

This Agreement will not be terminated solely because of RESIDENT's financial inability to pay the Monthly Maintenance Fee and Llewysac Lodge, Nursing Center or Ross-Worthen charges provided, however, RESIDENT agrees not to make any gift of real or personal property, or other transfer of assets for less than full market value, other than to CWH, or take any other action subsequent to executing this Agreement that may materially impair RESIDENT's ability, or the ability of RESIDENT's estate, to satisfy the financial obligations of RESIDENT under this Agreement.

5. Changed Circumstances and Insufficiency of RESIDENT's Income - RESIDENT believes that his or her sources of income and assets are adequate to meet the responsibilities to CWH and to pay all other personal and incidental expenses. If RESIDENT's income is insufficient to meet these requirements, RESIDENT will make reasonable efforts to obtain financial assistance elsewhere, including all forms of federal, state, or municipal aid or assistance for which RESIDENT qualifies.
6. Special Consideration by CWH - If facts are presented by RESIDENT which, in CWH's opinion, support RESIDENT's need for reduction of the Monthly Maintenance Fee, CWH will partly or wholly subsidize the Monthly Maintenance Fee from a Residents' Reserve Fund, provided that such subsidy can be granted or continued without impairing the ability of CWH to attain its objectives, meet its ongoing commitments, and operate on a sound financial basis. Any grant or continuance of special financial consideration shall be at the sole discretion of CWH, and shall be regarded as a confidential matter between CWH and RESIDENT except for reports required to be made to regulatory or other governmental bodies or as required otherwise by law.

It shall be a condition of receiving a subsidy that RESIDENT shall represent to CWH that RESIDENT has not made and will not make any gift or transfer or exchange for consideration of real or personal property in contemplation of the current execution of this Agreement, or during the period of this Agreement in contemplation of applying for federal or state public benefits, or for the purpose of avoiding the financial obligations imposed by this Agreement. RESIDENT shall also, from time to time as requested by CWH, provide CWH with current personal financial statements.

In the event CWH subsidizes partly or wholly RESIDENT's Monthly Maintenance Fee, RESIDENT hereby agrees that any property which remains in RESIDENT's ownership at time of death, including any refundable balance of RESIDENT's Founder's Fee, and whether or not RESIDENT is in residence at CWH at time of death, shall be transferred by RESIDENT's personal representative(s) or heir(s) to CWH for the purpose of reimbursing CWH (at least to the extent of the value of such property) the aggregate amount of subsidy furnished RESIDENT by CWH, and repayment of such subsidy may be enforced as a claim against RESIDENT's estate.

IV. TERMINATION AND REFUNDS

A. PRIOR TO OCCUPANCY

1. Termination Due to Death, Illness or Financial Condition
 - a. If RESIDENT dies (or if there are two RESIDENTS and either or both die) prior to assuming occupancy of the Independent Living Unit, this Agreement shall automatically terminate.
 - b. If the physical or mental condition of RESIDENT deteriorates (or if there are two RESIDENTS, the physical or mental condition of either or both deteriorates) prior to assuming occupancy of the Independent Living Unit and CWH determines that RESIDENT, or either of them, will be incapable of self-maintenance in the Independent Living Unit, this Agreement may be terminated by CWH by written notice to RESIDENT(S).
 - c. If the financial condition of RESIDENT(S) changes prior to assuming occupancy to the extent that, in the opinion of CWH, RESIDENT(S) will be unable to meet RESIDENT's financial obligations under this Agreement, this Agreement may be terminated by CWH by written notice to RESIDENT(S).
2. Termination by RESIDENT
 - a. At any time prior to the Occupancy Date, this Agreement may be terminated by RESIDENT(S) without cause upon written notice to CWH.
 - b. RESIDENT's failure to pay the balance of the Founder's Fee and begin paying the Monthly Maintenance Fee on the Occupancy Date shall be considered a termination of this Agreement by RESIDENT(S), unless an extension of the Occupancy Date has been agreed to in writing by RESIDENT(S) and CWH.
3. Termination by CWH
 - a. CWH may terminate this Agreement without cause prior to the Occupancy Date by providing written notice to RESIDENT at least thirty (30) days prior to the Occupancy Date.

- b. If the Independent Living Unit is not available for occupancy on the date agreed upon in this Agreement, then this Agreement shall be automatically cancelled, unless RESIDENT and CWH agree in writing to extend the Occupancy Date.
4. Refund - Within a reasonable period of time after termination of this Agreement prior to occupancy, CWH shall refund to RESIDENT or to each of them in case of two RESIDENTS, or to his or her legal representative or estate, all amounts paid to CWH by RESIDENT (excluding the Administrative Processing Fee).
5. If two persons had intended to be RESIDENTS, and the SURVIVING RESIDENT (in the case of death) or the REMAINING RESIDENT (in the case of termination for reasons other than death) give written notice to CWH within twenty one (21) days after the event of termination that he/she would like to take occupancy at CWH pursuant to the Residence and Care Agreement, then CWH will work with RESIDENT to locate an ILU mutually satisfactory to RESIDENT and CWH, subject to an adjustment (if any) of the Founders Fee and Monthly Maintenance Fee attributable to the ILU.

B. WITHIN PROBATIONARY PERIOD (THREE MONTHS AFTER OCCUPANCY)

1. Termination by RESIDENT - At any time within the Probationary Period, RESIDENT (including any two persons together signing this Agreement) may terminate this Agreement provided that RESIDENT (1) delivers to CWH written notice of intent to terminate, and (2) Surrenders the Independent Living Unit. RESIDENT's Monthly Maintenance Fee shall be prorated to the date of Surrender of the Independent Living Unit.
2. Termination by CWH - At any time within the Probationary Period, CWH may terminate this Agreement by written notice to RESIDENT. On or before the effective date of such termination, RESIDENT shall Surrender the Independent Living Unit and RESIDENT's Monthly Maintenance Fee shall cease.
3. Termination By Death - This Agreement shall be terminated by the death of a RESIDENT who is a single occupant of an Independent Living Unit. RESIDENT's estate shall be obligated to continue to pay the Monthly Maintenance Fee after

RESIDENT's death until the Independent Living Unit has been surrendered.

4. Refund - Upon termination of this Agreement under any of the provisions of this Section B, there shall be refunded within a reasonable period of time, the Founder's Fee paid to CWH less one percent (1%) of the amount of the Founder's Fee for each month of actual occupancy at CWH as follows.
 - (a) If the Founder's Fee was paid on behalf of two persons, whether a husband and wife or two otherwise related or unrelated people, then in the event of termination of this Agreement as to one of them, the Founders Fee shall be deemed to have been paid on behalf of the SURVIVING RESIDENT or REMAINING RESIDENT. The DECEASED RESIDENT, on behalf of his or her heirs or estate, or DEPARTING RESIDENT shall be deemed to have waived the right to any refund, except as hereinafter provided with respect to the right to share in the receipt of any refund. The Founder's Fee is not refunded as long as one RESIDENT continues to reside at CWH.
 - (b) If this Agreement is terminated as to the SURVIVING RESIDENT or REMAINING RESIDENT during the Probationary Period, and a refund of the Founders Fee is payable subject to the deductions provided above, then the refund shall be paid to the SURVIVING RESIDENT (or his or her estate) in the case of a husband and wife, and otherwise to the REMAINING RESIDENT (or his or her estate) and the estate of the DECEASED RESIDENT where the Founder's Fee was originally paid on behalf of two otherwise related or unrelated people.

C. AFTER PROBATIONARY PERIOD

1. Termination by RESIDENT - RESIDENT (including any two persons signing this Agreement) may Terminate this Agreement at any time after moving into the Independent Living Unit by giving CWH at least six (6) months' written notice stating when the termination shall be effective. RESIDENT's obligation to pay the Monthly Maintenance Fee shall be prorated to the later of the date of termination or the date RESIDENT Surrenders the Independent Living Unit.
2. Termination by CWH -

CWH may Terminate this Agreement under the following conditions:

- a. CWH may Terminate this Agreement immediately upon written notice to RESIDENT if RESIDENT has made any material misrepresentation or omission in his or her Application or if, in the opinion of CWH, it is determined that continued occupancy by RESIDENT creates a threat to the life, health, safety or peace of RESIDENT or other residents or other persons on the premises.
 - b. CWH may Terminate this Agreement for non-payment of the Monthly Maintenance Fee as provided above.
 - c. CWH may Terminate this Agreement within three (3) months following written notice to RESIDENT of the breach of any other provision of this Agreement, but only if such breach is continuing at the expiration of the three month period, including any continuing violation of the rules, regulations and policies in the Handbook for Residents established by CWH.
 - d. CWH may Terminate this Agreement within six (6) months following written notice to RESIDENT for any cause which CWH in its discretion deems just and sufficient.
3. Termination By Death - This Agreement shall be terminated by the death of RESIDENT who is a single occupant of an Independent Living Unit. RESIDENT's estate shall be obligated to pay the Monthly Maintenance Fee after RESIDENT's death which shall be prorated to the date the Independent Living Unit is Surrendered.
 4. Refund - RESIDENT (or his or her legal representative or estate) shall be entitled, within a reasonable period of time, following the later of the date of termination or Surrender to a refund of the Founder's Fee paid to CWH less one percent (1%) of the amount of the Founder's Fee for each month (or part thereof) calculated from the Occupancy Date.

If the Founder's Fee has been paid on behalf of two persons, whether a husband and wife or two otherwise related or unrelated people, then in the event of termination of this Agreement as to one of them, the Founders Fee shall be deemed to have been paid in its entirety on behalf of the SURVIVING

RESIDENT (in the case of death) or REMAINING RESIDENT (in the case of termination for reasons other than death) and the DECEASED RESIDENT, on behalf of his or her heirs or estate, or DEPARTING RESIDENT, shall be deemed to have (a) waived the right to any refund and (b) to have assigned such right to the SURVIVING RESIDENT or REMAINING RESIDENT, except as hereinafter provided with respect to the right to share in the receipt of a refund. The Founder's Fee is not refunded as long as one of the RESIDENTS continues to reside at CWH.

If this Agreement is terminated as to the SURVIVING RESIDENT or REMAINING RESIDENT and a refund of the Founders Fee is payable subject to the deduction provided above, then such refund shall be paid to the SURVIVING RESIDENT (or his or her estate) in the case of a husband and wife, and otherwise to the REMAINING RESIDENT (or his or her estate) and the estate of the DECEASED RESIDENT in equal amounts where the Founder's Fee was originally paid on behalf of two otherwise related or unrelated people.

V. FEE ADJUSTMENTS FOR ALTERED CIRCUMSTANCES

A. MARRIAGE OR OTHER JOINT LIVING ARRANGEMENT

1. Marriage or Other Joint Living Arrangement Between RESIDENTS - If RESIDENT marries or desires to live with another person who also resides at CWH, RESIDENTS may choose to occupy an Independent Living Unit and shall thereafter pay the Monthly Maintenance Fee equal to the double occupancy rate for the Independent Living Unit they jointly occupy.

The RESIDENTS shall be entitled to a refund on their Founder's Fees, if any, equal to the difference between the refund to which they would have been entitled under Article IV., Section C. had their Agreements then been terminated with respect to their existing Independent Living Units and the refund (on the current Founder's Fee) to which two persons would have been entitled occupying the new/Independent Living Unit (selected by RESIDENTS) had such persons occupied such new Independent Living Unit for the same period of time as RESIDENTS have occupied their existing Independent Living Units.

2. Marriage or Other Joint Living Arrangement With Non-Resident – If RESIDENT marries or desires to live with another person who is not a resident of CWH, the non resident must:

- Satisfy health and financial requirements for acceptance as a Resident
- Sign a Residence and Care Agreement and pay the appropriate Founder's Fee and the appropriate adjustment to the Monthly Maintenance Fee.
- The Occupancy Date shall be the Occupancy Date on the Residence and Care Agreement of the original Resident.

B. CHANGE OF ACCOMMODATION

1. Change in Living Accommodation by Mutual Agreement - CWH and RESIDENT may mutually agree that it is in the best interest of RESIDENT to relocate to another Independent Living Unit. Upon such relocation, RESIDENT shall pay the Monthly Maintenance Fee for the new Independent Living Unit.

If RESIDENT should be relocated to a less expensive Independent Living Unit, RESIDENT shall be entitled to a refund on his or her Founder's Fee in an amount equal to the difference between the refund to which he or she would have been entitled under Article IV, Section C 4 had the Agreement then been terminated with respect to the current Independent Living Unit and the refund (on the current Founder's Fee) to which a person would have been entitled occupying the less expensive Independent Living Unit (selected by RESIDENT) had such person occupied such less expensive Independent Living Unit for the same period of time as RESIDENT has occupied the current Independent Living Unit.

If RESIDENT relocates to a more expensive Independent Living Unit, RESIDENT shall pay an additional Founder's Fee in an amount equal to the difference between the then current Founder's Fees for (1) RESIDENT's existing Independent Living Unit and (2) the more expensive Independent Living Unit.

2. Transfer to Llewysac Lodge, Nursing Center, Ross-Worthen, Hospital or Other Nursing Accommodation.
CWH, upon the recommendation of RESIDENT's personal physician or CWH's physician and the findings of the Health

Care Review Team subject to availability, will transfer RESIDENT to Llewysac Lodge, the Nursing Center or Ross-Worthen in accordance with this Agreement or admit the RESIDENT to a hospital or other Nursing Accommodation.

If the transfer is deemed to be short-term by CWH, and the RESIDENT has used up their 60 days (Article II Section E 2 (a)), then RESIDENT shall continue to pay (a) the Monthly Maintenance Fee and (b) the Llewysac Lodge, Nursing Center or Ross-Worthen charges as provided in this Agreement, and no refund of any portion of RESIDENT's Founder's Fee shall be made.

If, after consultation with RESIDENT or, if RESIDENT is not competent, RESIDENT's representative and RESIDENT's personal physician, it is determined by CWH that RESIDENT requires permanent or long-term inpatient care in Llewysac Lodge, the Nursing Center, or Ross-Worthen, a hospital or other Nursing Accommodation, CWH may require RESIDENT's Independent Living Unit to be surrendered. In such case, RESIDENT or RESIDENT's representatives shall make arrangements to remove RESIDENT's personal belongings from the Independent Living Unit within thirty (30) days (or from a room at Llewysac Lodge, the Nursing Center or Ross-Worthen within forty-eight (48) hours) after notification of such determination.

Notwithstanding such permanent or long-term transfer, RESIDENT shall continue to pay the fees described in Article II, Sections E.2. Any refund of the Founder's Fee shall be made in accordance with Article IV, Section C 4.

3. Transfer of One of Two RESIDENTS Sharing Independent Living Unit -

- a. Temporary Transfer - If two RESIDENTS occupy the Independent Living Unit and one of them is transferred to Llewysac Lodge, the Nursing Center, or Ross-Worthen a hospital or other Nursing Accommodation for short-term care, RESIDENTS shall continue to pay the current Monthly Maintenance Fee for the Independent Living Unit based upon Double Occupancy and no refund of any portion of RESIDENTS' Founder's Fee shall be made.

b. Permanent Transfer - After the Health Care Review Team's determination that one of the RESIDENTS is unlikely to be able to return to the ILU, the REMAINING RESIDENT may elect among the following options:

- (i) Retention of Independent Living Unit - REMAINING RESIDENT may retain the current Independent Living Unit and pay the Monthly Maintenance Fee for single occupancy thereof.
- (ii) Transfer to Alternate Independent Living Unit - REMAINING RESIDENT may move to another Independent Living Unit, if and when available. Following the move, REMAINING RESIDENT shall pay the Monthly Maintenance Fee for the new Independent Living Unit.

If REMAINING RESIDENT elects to move to a more expensive Independent Living Unit, the REMAINING RESIDENT shall be required to pay an additional Founder's Fee in an amount equal to the difference between the then current Founder's Fees for (1) REMAINING RESIDENT's existing Independent Living Unit and (2) the more expensive Independent Living Unit.

If REMAINING RESIDENT should elect to move to a less expensive Independent Living Unit, REMAINING RESIDENT shall be entitled to a refund of the Founder's Fee in an amount equal to the difference between the refund to which the former joint occupants would have been entitled by this Agreement, had the Agreement then been terminated with respect to their existing Independent Living Unit and the refund (on the current Founder's Fee) to which RESIDENT would have been entitled occupying the less expensive Independent Living Unit (selected by the REMAINING RESIDENT) had such resident occupied the less expensive Independent Living Unit for the same period of time as the former joint occupants have occupied their existing Independent Living Unit. The Founder's Fee originally paid for DOUBLE OCCUPANCY is not considered in these calculations as it is not refundable.

4. Termination of Shared Living Arrangement by Mutual Agreement - If two RESIDENTS sharing an Independent Living Unit desire to separate, they may, by mutual agreement, elect among the following options:
 - a. Retention of Same Independent Living Unit- One RESIDENT may leave CWH and the other RESIDENT may retain the Independent Living Unit and pay the Monthly Maintenance Fee for single occupancy thereof. No refund of any portion of the Founder's Fee will be made, at that time.
 - b. Transfer To Alternate Independent Living Unit One RESIDENT may move to another Independent Living Unit, if and when available. Upon moving, such RESIDENT shall be required to pay an additional Founder's Fee in an amount equal to the difference between the then current Founder's Fee for the new independent Living Unit less the unamortized portion of the Founder's Fee previously paid for the original Independent Living Unit. The Founder's Fee originally paid for DOUBLE OCCUPANCY is not considered in these calculations as it is not refundable. Such RESIDENT shall also pay the Monthly Maintenance Fee for single occupancy of the new Independent Living Unit.
5. Termination of Shared Living Arrangement through Death - Following the death of one of two RESIDENTS sharing an Independent Living Unit, the SURVIVING RESIDENT may elect among the following options:
 - a. Retention of Same Independent Living Unit - The surviving Resident may retain the Independent Living Unit and pay the Monthly Maintenance Fee for single occupancy thereof beginning on the day following the RESIDENT's death.
 - b. Transfer to Alternate Independent Living Unit - SURVIVING RESIDENT may move to another Independent Living Unit, if and when available. Following the move, SURVIVING RESIDENT shall pay the Monthly Maintenance Fee for the new Independent Living Unit.

If SURVIVING RESIDENT should elect to move to a more expensive Independent Living Unit, SURVIVING RESIDENT shall be required to pay an additional Founder's Fee in an amount equal to the difference between the then current Founder's Fees for (1) SURVIVING RESIDENT's current Independent Living Unit and (2) the more expensive Independent Living Unit.

If SURVIVING RESIDENT should elect to move to a less expensive Independent Living Unit, SURVIVING RESIDENT shall be entitled to a refund of the Founder's Fee in an amount equal to the difference between the refund to which the former joint occupants would have been entitled pursuant to this Agreement had the Agreement then been terminated with respect to their existing Independent Living Unit and the refund (on the current Founder's Fee) to which RESIDENT would have been entitled occupying the less expensive Independent Living Unit (selected by SURVIVING RESIDENT) had such RESIDENT occupied such less expensive Independent Living Unit for the same period of time as the former joint occupants have occupied their existing Independent Living Unit. The Founder's Fee originally paid for DOUBLE OCCUPANCY is not considered in these calculations as it is not refundable.

VI. RIGHTS AND OBLIGATIONS OF RESIDENT

A. RIGHTS TO PROPERTY

It is expressly understood and agreed that this Agreement grants to RESIDENT a revocable license to occupy space in the Independent Living Unit, Llewysac Lodge, Nursing Center and Ross-Worthen at CWH, as the case may be, subject to the terms of this Agreement. It is also understood that this Agreement is not a lease or easement and does not transfer or grant to RESIDENT any right, title or interest in real property, including the Independent Living Unit owned by CWH.

Any rights and privileges under this Agreement shall be subordinate to any mortgage now or hereafter created on any of the premises or real property of CWH and to all amendments, modifications, replacements or refunding of any such mortgage.

B. RELETTING OF INDEPENDENT LIVING UNIT

CWH may accept a Founder's Fee and execute a new Residence and Care Agreement with respect to RESIDENT's Independent Living Unit under the following circumstances:

- (a) In the event of termination of this Agreement.
- (b) In the event that, following transfer of RESIDENT to Llewysac Lodge, the Nursing Center, Ross-Worthen or a Nursing Accommodation, CWH determines that permanent transfer of RESIDENT is medically necessary.
- (c) In the event that sixty (60) days have elapsed following transfer to a hospital or other Nursing Accommodation under circumstances which, in the opinion of the Healthcare Review Team, it cannot be determined whether or not there is a likelihood that RESIDENT will be able to return to a condition allowing for independent living.

C. USE OF PROPERTY

The Independent Living Unit shall be used only for residential purposes and shall not be used for business or professional purposes, nor in any manner in violation of any laws or regulations issued by any federal, state or local government or any agency thereof.

D. RESPONSIBILITY FOR DAMAGES

Any loss or damage to real or personal property of CWH caused by the fault, negligence or intentional misconduct of RESIDENT shall be paid by RESIDENT. If any fault, negligence or intentional misconduct of RESIDENT results in death, injury, illness or damage to any other resident or person, CWH assumes no responsibility therefore, and RESIDENT will hold CWH harmless and indemnify its trustees, officers, employees and agents from and against, all loss, expense, (including but not limited to reasonable attorney fees) fines, charges or liability arising from any claims resulting therefrom.

Resident hereby releases and discharges CWH from responsibility for any injury or damage to RESIDENT, or to RESIDENT'S personal property caused by the fault, negligence or intentional misconduct of other residents or anyone other than CWH or its' employees.

E. CWH'S RESPONSIBILITY FOR PROTECTION OF RESIDENT'S PROPERTY

1. CWH shall not be responsible for the loss of any property belonging to RESIDENT or to RESIDENT's estate, due to theft, disappearance, fire, flood, windstorm, or any other cause, unless the care and control of said property shall be specifically accepted in writing by CWH, and then only for lack of ordinary care to safeguard and account for such property. RESIDENT shall have the responsibility of providing any insurance at RESIDENT's expense to protect against any such loss.
2. If RESIDENT is required to vacate the Independent Living Unit (or a room in Llewysac Lodge or the Nursing Center or Ross-Worthen) in accordance with this Agreement and fails to remove his or personal property by an agreed upon date or within thirty (30) days (or forty-eight (48) hours if RESIDENT was occupying a room at Llewysac Lodge or the Nursing Center or Ross-Worthen) of the date of the notice to vacate, CWH, at RESIDENT's expense, may remove all property of RESIDENT and store the same, in which case CWH shall exercise ordinary care only to protect such property against theft or other loss while stored. If the property is stored in a commercial storage warehouse, CWH shall have no responsibility for such property thereafter.
3. In the event of RESIDENT's death, any property of RESIDENT in the Independent Living Unit, Llewysac Lodge or Nursing Center or Ross-Worthen or held in storage shall be made available to RESIDENT's personal representative, or if none qualifies within six (6) weeks after RESIDENT's death, to any of RESIDENT's next of kin.

CWH will hold such property for such period at the risk of RESIDENT's estate or persons entitled thereto, subject to ordinary care by CWH in safeguarding the same until delivery can be made. RESIDENT hereby grants to CWH a limited power of attorney to hold and deliver RESIDENT's property as provided herein, including the authority to store it in a commercial warehouse.

If RESIDENT's personal representative or next of kin, as the case may be, fails to take possession of the property within the period specified above, CWH may sell the same on such terms and conditions as it shall deem fair and reasonable, and shall

apply the proceeds from such sale first to any sums due it on RESIDENT's account and shall turn over any balance to RESIDENT's legal representatives.

F. HANDBOOK FOR RESIDENTS

RESIDENT agrees to comply with the policies in the Handbook for Residents which is updated from time to time to promote the orderly conduct of the affairs of CWH and its residents.

VII. OTHER CONDITIONS

A. ARRANGEMENTS FOR GUARDIANSHIP AND FOR ESTATE

1. Power of Attorney, Health Care Proxy and Guardianship - RESIDENT will maintain a current durable power of attorney and a health care proxy and will provide CWH with such information regarding them as CWH may deem appropriate and as may be required by law.

If RESIDENT becomes legally incompetent or unable properly to care for himself or herself or his or her property, CWH is hereby authorized to institute an action to adjudge RESIDENT incompetent and to have a guardian or conservator appointed. RESIDENT, or RESIDENT's estate, will be responsible for reimbursing CWH for the cost of such proceedings.

2. Will and Funeral Arrangements - At the time of admission to CWH, RESIDENT agrees to have executed a Will providing for disposal of RESIDENT's possessions at CWH and appointment of an executor of RESIDENT's estate. RESIDENT shall provide in writing CWH with information for funeral and burial arrangements, including the name and address of the funeral director. CWH shall not be responsible for such arrangements or be liable for funeral and burial expenses.

RESIDENT also agrees to provide CWH with the name and address of the executor; information necessary to complete a death certificate; the location of the Will; and persons to be notified of RESIDENT's death.

B. NON-DISCRIMINATION

CWH will not discriminate against any applicant to CWH or RESIDENTS of CWH based on religion, race, ethnicity, color, sex, sexual preference or national origin.

C. RIGHTS OF RESIDENT ARE PERSONAL AND NON-TRANSFERABLE

The rights and privileges of RESIDENT under this Agreement to the Independent Living Unit, facilities, and services are personal to him or her and cannot be transferred or assigned by any act of RESIDENT, or by any proceeding at law, or otherwise. No person other than RESIDENT may occupy or use the accommodations covered by this Agreement, except with the prior written approval of CWH or as otherwise provided in this Agreement.

D. RESIDENT PARTICIPATION

- A Residents' Council has been established at CWH; the leadership is elected yearly by the Residents.
- Every resident is a member of the Residents' Association.
- CWH agrees to consult with the Residents' Council with respect to matters such as increases in the Monthly Maintenance Fee, changes in operating procedures and adoption of changes of general policies applying to all Residents.
- CWH reserves the right after such consultation with the Residents' Council to take any action permitted under this Agreement deemed appropriate for the financial soundness and operating efficiency or for the health, safety and general well being of the Residents of CWH or employees of CWH
- Each RESIDENT will have the opportunity to review and comment on an annual audit presented by CWH.

E. RIGHT OF ENTRY

CWH recognizes RESIDENT's right to privacy. RESIDENT recognizes and accepts, however, the right of CWH to enter RESIDENT's Independent Living Unit in order to carry out the purpose and intent

of this Agreement. Such entry includes but is not limited to: (a) performance of scheduled housekeeping duties (provided RESIDENT is present or has given written permission for housekeeping to enter when not at home) (b) maintenance or repairs deemed necessary, (c) response to the emergency response system, (d) response to smoke and heat detectors and fire alarm systems, (e) entry by authorized personnel in the event RESIDENT is reported missing or having not responded to a call, and (f) performance of scheduled or emergency maintenance procedures.

F. GUEST POLICIES

No person other than RESIDENT shall have the right to occupy the Unit without the prior consent of the Chief Executive Officer, unless otherwise permitted pursuant to guest policies established by CWH. The intent of such policies shall be to permit stays of short duration by guests of RESIDENT when such stays will not, in the opinion of CWH, adversely affect the operation of CWH or the welfare of other residents.

G. PET POLICY

Pets shall be allowed to live in the Townhouses, Badger Terrace and Winthrop Terrace provided that, prior to occupancy, CWH shall have determined in its sole discretion that the pet is appropriate and RESIDENT shall have agreed in writing to abide by applicable rules and regulations promulgated from time to time by CWH. CWH shall not be responsible for any damage or injury caused by RESIDENT's pet, and RESIDENT shall hold CWH, its trustees, officers, executors, employees and agents harmless and indemnified from all loss or liability arising therefrom.

H. SMOKE-FREE ENVIRONMENT

No smoking is permitted at CWH including but not limited to, the Independent Living Units, all common areas and grounds, by either RESIDENTS or their guests or invitees, staff, or vendors.

I. AMENDMENTS

No amendment of this Agreement shall be valid unless executed in writing by CWH and RESIDENT. The Handbook for Residents may be amended in the sole discretion of CWH.

J. SEVERABILITY

If any provision of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such condition, restriction or other provision to persons or circumstances other than to those as to which it is held invalid or unenforceable, shall not be affected thereby and shall remain in full force and effect.

K. GOVERNING LAW

This Agreement shall be subject to the laws of the Commonwealth of Massachusetts.

L. SOLE RESPONSIBILITY

This Agreement has been executed on behalf of CWH by its duly authorized agent, and no officer, director, agent or employee of CWH shall have any personal liability hereunder to RESIDENT under any circumstance. All legal and financial obligations assumed by CWH in this Agreement are solely the responsibility of CWH.

M. 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.

N. ENTIRE AGREEMENT

RESIDENT warrants that all statements set forth in RESIDENT's Application, including the Financial Statement, Personal History, and the Physician's Report are true and correct. CWH is not liable for nor bound in any manner by any statements, representations or promises made by any person representing or purporting to represent CWH unless such statements, representations or promises are set forth in this Agreement.

O. COMPLIANCE WITH APPLICABLE LAW

By executing this Agreement, CWH intends to comply with Massachusetts law regulating the operation of continuing care retirement communities, including Massachusetts General Laws Chapter 93, Section 76, and applicable federal law. Notwithstanding CWH's policies and practices as described in this Agreement, such policies and practices shall conform in all respects to applicable federal and state laws, which will govern in the event of this Agreement's non-compliance.

P. NOTICE

Any notice given in accordance with this Agreement shall be deemed to have been properly given if and when delivered personally or sent by mail, addressed as follows:

If to CWH:

President and CEO
Carleton-Willard Homes, Inc.
100 Old Billerica Road
Bedford, MA 01730-1270

If to RESIDENT before taking occupancy:

If to RESIDENT after taking occupancy, then as shown on the books and records of CWH.

By my (our) signature(s) below, I (we) acknowledge that I (we) have read the foregoing and understand that this constitutes the Residence and Care Agreement and that copies of the following have been received by me (us):

- Other -
1. Disclosure Statement;
 2. Tables showing the frequency and average dollar amount of increases in the Monthly Maintenance Fee for the previous five years;
 3. Audited financial statements of most recent fiscal year
 4. Income statement for the three most recent fiscal years.
 5. List of Board of Directors

_____ Witness	_____ Resident	_____ Date
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Address

_____ Witness	_____ Resident	_____ Date
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Address

Carleton-Willard Homes, Inc.
100 Old Billerica Road
Bedford, Massachusetts 01730-1270

BY: _____
President and CEO

Date: _____