

Lasell Village

Residence and Care Agreement

Please sign pages 44 and 48 and return the entire Agreement to Lasell Village.

SAMPLE

Lasell Village
120 Seminary Avenue, Newton, Massachusetts 02466
617-663-7000

RESIDENT SUMMARY SHEET

RESIDENT(S): _____

ADDRESS PRIOR TO THE VILLAGE

INDEPENDENT LIVING UNIT: _____Seminary Avenue, Unit _____

GARAGE NUMBER: _____

POSSESSION DATE: _____

OCCUPANCY DATE: _____

ENTRANCE FEE: _____

SECOND PERSON ENTRANCE FEE: NA _____

CONTRACT TYPE:

- ☐ 90% REFUND
☐ DECLINING BALANCE

MONTHLY SERVICE FEE TOTAL: _____

BASE FEE: _____

SECOND PERSON FEE: _____

GARAGE FEE: _____

INITIAL TO CONFIRM RECEIPT

_____ EXHIBIT 1: DISCLOSURE STATEMENT

_____ EXHIBIT 2: ENTRANCE FEE REFUND PAYMENT – BENEFICIARY
DESIGNATION

_____ EXHIBIT 3: CURRENT SCHEDULE OF CHARGES

Residence and Care Agreement

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LASELL VILLAGE, INC. RESIDENCE AND CARE AGREEMENT

This Residence and Care Agreement (hereinafter, the “Agreement”) is made between _____ (hereinafter “Resident”) and Lasell Village, Inc. (hereinafter called “Lasell”), a Massachusetts charitable corporation which owns and operates an educational continuing care retirement community known as Lasell Village, in Auburndale, Massachusetts (hereinafter called “The Village”). If two persons desiring to share an independent living unit at The Village enter into this Agreement, the term “Resident” shall apply to them jointly and severally, and to the survivor.

I. RECITALS

A. Defined Terms

Article XI of this Agreement defines certain terms used in this Agreement that are not otherwise defined herein.

B. Application Data

Resident has submitted an application to Lasell to occupy an independent living unit at The Village (the “Application”). The Application includes health and financial information provided by Resident and, at Resident’s request, by others. Knowing that Lasell relies upon the statements Resident has made in the Application in entering into this Agreement with Resident, Resident warrants that all statements Resident has made in the Application are true, complete and not misleading, that Resident will update information contained in the Application as provided for in this Agreement, and that the information contained in each such update will contain information that will be true, complete and not misleading. Lasell may also request updates to this information from time to time during the term of this Agreement, and Resident agrees to cooperate with any such request and provide timely updates.

C. Disclosure Statement

Resident hereby acknowledges that Resident has received and reviewed a copy of Lasell’s Disclosure Statement, attached as Exhibit 1 and made a part of this Agreement, on or prior to the date Resident deposited funds with Lasell in connection with the Application.

D. Conditions for Acceptance for Residency

As conditions precedent to the execution of this Agreement, Resident has satisfied the requirements set forth below to the satisfaction of Lasell, and, as conditions

precedent to occupying an independent living unit, will have satisfied, to the satisfaction of Lasell, those requirements set out below that are to be satisfied between the execution of this Agreement and the Possession Date. Any exception to such requirements may be permitted only in writing by the President.

1. Health

Resident has completed a physical examination, the report of which has been submitted with the Application, and Resident agrees that the results of such examination may be reviewed by Lasell's Director of the Wellness Center. As of the date of the examination, the examination results must demonstrate that Resident is able to live independently in the independent living unit Resident has selected at The Village, and be able to participate in the Educational Program, as defined in Article IIA, below, all as determined to the reasonable satisfaction of the Director of the Wellness Center. If the Possession Date is more than ninety (90) days following the physical examination, Lasell reserves the right to request that the Resident undergo an additional physical examination and to submit the results to the Director of the Wellness Center prior to the Possession Date. If, as of the date of the second physical examination, the examination results fail to demonstrate that Resident is able to perform activities of daily living without assistance in the independent living unit Resident has selected at The Village, or will be unable to participate in the Educational Program, all as determined to the reasonable satisfaction of the Director of the Wellness Center, then Lasell may immediately terminate this Agreement prior to the Possession Date. Resident agrees to notify Lasell immediately, in writing, if there is any material change in Resident's physical or mental health prior to the Possession Date.

2. Financial

Resident has furnished information to Lasell with respect to Resident's financial resources demonstrating that Resident has the financial ability to pay the Entrance Fee and the Monthly Service Fees, as well as estimated extra meal charges, charges for additional services and Resident's personal living expenses, during the term of this Agreement. Resident will submit updated financial information in a form satisfactory to Lasell not less than sixty (60) days prior to the Possession Date (unless the date of execution of this Agreement falls within said sixty (60) - day period). Resident agrees to notify Lasell immediately, in writing, if there is any material change in Resident's financial condition prior to the Possession Date.

3. Age and Education

Resident must be at least 65 years of age on the Possession Date. In the case of joint residency, at least one of the two Residents must be at least 65 on the Possession Date. Resident must have earned a high school diploma or an equivalent acceptable to Lasell.

4. Insurance

Resident shall have provided evidence to Lasell that Resident has health insurance satisfactory to Lasell, as required by this Agreement. Article V, Section E describes the health insurance Resident must obtain, maintain and provide updates on during the term of this Agreement.

E. Consideration for Obligations of Lasell

Unless specifically stated otherwise in this Agreement, Resident understands that all services are provided by Lasell in consideration of Resident's timely payment of both the Entrance Fee and the Monthly Service Fees.

F. Undertakings by Lasell

Lasell undertakes to provide the facilities and services described in this Agreement, subject to such exclusions and limitations herein described and to operate The Village in a manner consistent with the terms of this Agreement.

II. POSSESSION DATE

Resident shall be obligated to pay the Entrance Fee and the Monthly Service Fees in accordance with Article VII, Section A, Subsections 1 and 2. In accordance with those provisions, a portion of the Entrance Fee has been paid upon execution of this Agreement, and Resident will pay the balance per Article VII, Section A, Subsection 1b. Resident's obligation to pay the Monthly Service Fees shall begin on the Possession Date as stated in the Resident Summary. From and after the Possession Date, Resident shall have the right to occupy the independent living unit and to receive the services described in this Agreement.

IIA. EDUCATIONAL PROGRAM

The Village was established as a non-profit educational community within the meaning of Massachusetts General Laws, chapter 40, section 3A. Pursuant to a 1991 Agreement for Judgment between Lasell University and the City of Newton, each resident of The

Village must develop and fulfill an individual learning plan, comprising at least 450 hours each year of participation in a variety of academic courses, fitness programs and other educational pursuits (the “Educational Program”). The education program staff will assist each resident in creating and fulfilling the Educational Program.

Resident agrees to cooperate with the education program staff in developing and implementing the Resident’s individualized Educational Program. Consistent with the Agreement for Judgment, if Resident intentionally fails to satisfy the educational requirements for living at The Village, such non-participation will be cause for termination of residency from The Village pursuant to Article VIII, Section B, Subsection 1.

If Resident’s health prevents him/her from actively participating in the Educational Program, he/she will be exempted from meeting the learning requirement on a temporary or, if necessary, permanent basis. Exemption from the Educational Program for health reasons will be made by agreement among the Director of Education of The Village, the Resident and the Director of the Wellness Center.

III. FACILITIES PROVIDED BY LASELL

A. Living Unit

1. Selected Unit

Resident has selected and Lasell shall provide to Resident the Independent Living Unit as stated in the Resident Summary. Beginning on the Possession Date, Resident shall have the exclusive right to occupy and use the Independent Living Unit, subject to the terms and conditions of this Agreement and the laws and regulations of the United States, the Commonwealth of Massachusetts and the City of Newton. Lasell reserves the right to make changes to the Independent Living Unit at any time to meet a requirement of law or direction of the Fire Marshall or other authorized public official. Any change to the Independent Living Unit by Lasell shall not be deemed a material change as long as any such change does not reduce the square footage of the Independent Living Unit.

2. Appliances

Lasell shall provide a dishwasher, disposal, stove, microwave, refrigerator, and clothes washer/dryer in the Independent Living Unit. These appliances are the property of Lasell and shall be maintained by Lasell. All other appliances shall be provided by Resident, subject to the condition that no appliance shall be permitted to interfere with the health,

safety, and well-being of other residents of The Village or increase the cost of Lasell's applicable insurance premium. Lasell shall determine in its sole discretion if particular appliances comply with this provision.

3. Fixtures and Furnishings

Lasell will furnish floor coverings, basic window blinds, and fixtures for the Independent Living Unit. Requests to substitute other floor coverings, window coverings or fixtures shall be submitted in writing for approval. Approved substitutions, replacements, updates or additions to the fixtures and furnishings shall be at Resident's expense. Furthermore, any change to or replacement by Resident of the furnishings or fixtures provided by Lasell shall vest title to the altered or replaced furnishings or fixtures in Lasell unless otherwise agreed in writing by Lasell.

All other furnishings for the Independent Living Unit must be provided by Resident, subject to the condition that no furnishings shall be permitted to interfere with the health, safety, and well-being of other residents of The Village or to Lasell's applicable insurance premium. Lasell shall determine in its sole discretion if particular furnishings comply with this provision.

Notwithstanding any other provision in this Agreement, Lasell may make alterations to Resident's Independent Living Unit to meet the requirements of any applicable statute, law, or regulation of the federal, state, or municipal government.

4. Structural Changes and Nonstructural Alterations

Resident shall not make any structural changes to the Independent Living Unit (e.g. electrical, plumbing, removal of walls) without the prior written approval of the President. Any request for structural changes shall be accompanied by a set of plans detailing the work in detail reasonably satisfactory to Lasell. If requested by the President or designee, 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 in writing by Lasell.

Resident may, at his/her own expense, make nonstructural alterations to the Independent Living Unit (including painting, wallpapering, building of attached bookshelves, carpeting, etc.) in accordance with Resident's taste and preference, with the written approval of Lasell, which approval shall not be unreasonably withheld or delayed. For Resident's safety,

Resident agrees not to add, replace or modify, at any time, any locking devices to the Independent Living Unit.

Approval of any changes may be conditioned upon Resident's undertaking to bear the cost of a later restoration of the Independent Living Unit to its original condition.

5. Emergency Response System

Lasell shall equip and maintain an emergency call system in the Independent Living Unit and in Lasell Studios.

B. Common Areas

Resident may use, in common with others and on the same terms as for other residents of The Village, the dining rooms, lobbies, the ballroom, libraries, social and recreational facilities (indoor and outdoor) and other public rooms at The Village, in a manner that does not interfere with the health, safety and well-being of other residents of The Village or the conduct of operations at The Village, as reasonably determined by Lasell.

C. Storage

A lockable storage space separate from the Independent Living Unit is assigned to each independent living unit. While Lasell shall attempt to protect property stored in such space, any loss or damage to stored property shall be borne by Resident.

D. Parking Facilities

Lasell has garage and outdoor parking adjacent to the residential areas of The Village. Resident is eligible for a reserved garage space if Resident owns a currently registered vehicle, possess a valid driver's license, and is able to drive the vehicle alone.

If Resident is eligible for a reserved garage space, at Resident's request, Lasell shall assign to the Independent Living Unit a maximum of one (1) garage space to the Independent Living Unit. Lasell will attempt to provide a second garage space if requested. Lasell does not guarantee the location of any garage space. If Resident ceases to drive in the future, Lasell reserves the right to re-assign the parking space to another resident.

Residents' guests may use outdoor parking spaces when on the premises to the

extent available; however, Lasell makes no assurances as to the availability of such additional spaces. All parking use shall be subject to reasonable regulation by Lasell. Any loss or damage to an owned vehicle shall be borne by Resident. Extended overnight guest parking is available for guests who are on-site at The Village and must be arranged in advance through the Facilities Department. Cars that are not registered may be towed at the owner's expense.

IV. SERVICES PROVIDED BY LASELL

The costs of the services described in this Article IV are included in the Monthly Service Fee unless otherwise specified.

A. Resident Meals

1. Meal Service

Lasell serves three meals a day, except that fewer meals may be served on Sundays and holidays. Payment of the Monthly Service Fee entitles Resident to receive one meal per day in the dining areas. Subject to reasonable regulation by Lasell, Resident may accumulate meal credits during any one month to use at Resident's option (to entertain visitors or to take more than one meal on another day). Meal credits do not roll over from month to month. Resident may elect to receive additional meals from Lasell at an additional charge, as provided in Article IV, Section A, Subsection 2.

2. Meal Rate Schedule

Lasell will publish a schedule of meal rates. This schedule will be the basis for establishing the charge to Resident for meals not covered by the Monthly Service Fee, including guest meals. Lasell reserves the right to change these rates from time to time. Lasell will post any change in meal rates at least 60 days in advance of the effective date.

3. Home Delivery of Meals

Lasell will provide home delivery of meals to Resident in the Independent Living Unit when ordered by the Director of the Wellness Center. One home-delivered meal per day will be covered by the Monthly Service Fee in the event of such illness. Additional home delivery meals will be charged to Resident based on the meal rate and on Lasell's home delivery charge schedule as in effect from time to time, which will be provided to Resident if Resident uses the home delivery service.

4. Medically Indicated Diets

Medically indicated diets (e.g., low salt or sugar-free) will be provided at no additional charge to Resident if approved by the Director of the Wellness Center.

5. Meal Credit During Resident's Absence

Resident will receive a meal credit set annually by Lasell for a period of absence from The Village of not less than fourteen (14) consecutive days. To receive the meal credit, Resident must complete a notification of absence form and provide such form to the Front Desk and Business Office; provided, that no such notification is required if such absence is due to an inpatient admission to a health care facility.

Residents who are permanent transfers to Lasell House and residents of Lasell Studios will not receive meal credits during absences from Lasell House or Lasell Studios.

B. Guest Meals

Lasell may provide meals for guests accompanying Resident in The Village's dining rooms. Guest meal charges based on the meal rate schedule will be billed to Resident in Resident's monthly statement.

C. Housekeeping Services

Resident is expected to maintain the Independent Living Unit in a clean, sanitary and orderly condition and to be responsible for all light housekeeping tasks in the Independent Living Unit. Once a week, Lasell will furnish general housekeeping services and will launder linens at no additional charge, provided that such laundry service takes place within the time allotted for such general housekeeping. If Resident does not maintain the Independent Living Unit in a safe and healthy manner, Lasell, after written notice to Resident, will have the right to assume the responsibility for all necessary housekeeping services and to bill Resident a reasonable charge for such services. In the alternative, Lasell may terminate this Agreement in accordance with Article VIII, Section B, Subsection 1.

D. Maintenance and Repair Service

Repairs, maintenance and replacement of property and equipment owned by Lasell in the Independent Living Unit deemed necessary by Lasell due to normal

wear and tear will be performed by Lasell at no additional charge to Resident. Repairs, maintenance and replacement of Resident's personal property will be Resident's responsibility.

E. Grounds

Lasell will furnish basic grounds-keeping service at no additional charge to Resident. With prior written approval of the Director of Facilities and at Resident's own expense, Resident may plant and maintain the area adjacent to the Independent Living Unit. Title to such planting is vested in Lasell unless otherwise agreed in writing by Lasell.

F. Utilities, Television, Internet, and Trash Disposal

Lasell will furnish water, trash disposal, electricity, heat, air conditioning and wiring for telephone, television and basic cable service at no additional charge to Resident.

While Resident's Independent Living Unit will be wired for telephone, television and internet cable service when Resident moves in, Resident will be responsible for dealing directly with the service providers regarding installation and monthly service charges and these services will be at Resident's own expense. Lasell will connect the Independent Living Unit to Lasell University's computer network, and the Resident will be responsible for a one-time installation fee.

G. Local Transportation

Lasell will provide limited scheduled transportation in the local community at no additional charge. Both the transportation schedule and destinations are subject to alteration by Lasell.

H. Taxes

Lasell pays real estate taxes to the City of Newton. Resident's pro rata share of those taxes is based upon the square footage of the Independent Living Unit or Supported Living Unit and is included in Resident's Monthly Service Fee and not itemized separately. Real estate taxes are not identified by unit and are not a "deductible" expense on a resident's personal tax return.

V. HEALTH CARE SERVICES

A. Covered Services

Lasell shall provide or arrange for the following health care services (hereinafter called “Covered Services”) for Resident, should the need arise, when such services have been prescribed or approved by the Director of the Wellness Center. Lasell shall pay the costs of Covered Services only to the extent such costs are not covered or paid by Resident’s insurance or other third parties responsible for those costs, and Lasell’s obligation shall be secondary to the obligations of any insurer or other responsible third party. Covered Services are included in the Monthly Service Fee except as provided below.

1. Lasell House

Lasell owns and operates a skilled nursing facility (“Lasell House”) located adjacent to the residential areas at The Village. Lasell House is licensed by the Commonwealth of Massachusetts to provide skilled nursing and rehabilitation services to persons admitted thereto. If Resident’s physical condition is such that he or she meets the medical criteria for admission to Lasell House, Lasell will provide medically necessary and appropriate nursing and medical care to Resident as an inpatient at Lasell House. To receive services at Lasell House Resident must meet and maintain the medical criteria for admission to and treatment in Lasell House and complete any necessary Lasell House admission documentation. Covered Services at Lasell House shall include care provided in a semi-private room only, unless a private room is medically necessary and available. Absent such medical necessity and subject to availability, Resident may elect to occupy a private room in Lasell House for an additional charge as determined by Lasell and payable by Resident.

Although Lasell expects that Resident will be able to receive medically necessary nursing care at Lasell House, in the event that there is no space available at Lasell House at the time Resident requires nursing care services of the kind provided by Lasell House and the Resident meets the medical criteria for admission to Lasell House, Lasell shall arrange for Resident to be cared for, temporarily, at a substantially equivalent facility selected by Lasell. Resident shall be transferred back to Lasell House as soon as appropriate space becomes available (“Appropriate Alternative Nursing Facility”). Resident shall continue to pay the Monthly Service Fee, and Lasell shall be responsible for the cost of Resident’s care in a semi-private room at the Appropriate Alternative Nursing Facility, with the exception of the cost of those items which would not have been

covered had Resident been residing at Lasell House. Resident shall be responsible for the costs of care in the Appropriate Alternative Nursing Facility which are in excess of the amount payable by Lasell.

Except in the case of an emergency, a decision to transfer Resident to Lasell House or temporarily to an Appropriate Alternative Nursing Facility will be made by a committee comprised of the Medical Director and Director of Nursing at Lasell House, the President, and the Director of the Wellness Center. The committee will consult with Resident (or Resident's representative) and Resident's personal physician. Upon a determination by the committee that a transfer to Lasell House (or, on a temporary basis, to an Appropriate Alternative Nursing Facility) is necessary or appropriate by reason of Resident's medical and nursing needs, Resident agrees to be transferred to such facility for such care. The committee's decision as to the necessity and appropriateness of such transfer shall be final and binding.

2. Home Care Services

When approved by the Director of the Wellness Center as medically necessary and appropriate, Lasell shall provide or arrange, at no additional charge to Resident, a program of services in the Independent Living Unit ("Home Care Services") for up to sixty (60) hours per fiscal year to enable Resident to continue to occupy the Independent Living Unit in a safe and healthy manner. The Home Care Services are based on the current hourly rate for a certified nursing assistant. Alternatively, residents may apply the value of this benefit towards the cost of services from a registered nurse at the applicable rate. Home Care Services may be provided by Lasell staff or, at Lasell's option, by an individual or agency designated by Lasell. (See also Article VI, Section B for a description of Supplemental Home Care Services that are not covered by the Monthly Service Fee which Resident may arrange for at the Resident's expense).

3. Emergency Response Service

Lasell shall arrange for a trained responder to be available to respond to emergency medical situations 24 hours a day, 7 days a week. Emergency response system access buttons are installed in each Independent Living Unit and in each Supported Living Unit.

B. Additional Health Care Services

Lasell operates a supported living unit (“Lasell Studios”) adjacent to the residential areas at The Village. Residents whose general health is stable but who need supervision and assistance with activities of daily living may qualify for Lasell Studios.

In the event that Resident qualifies for Lasell Studios, Lasell will provide Resident with a private apartment and necessary and appropriate supportive services at Lasell Studios for an additional charge (a “Supported Living Unit”).

The additional charge will result in a new Monthly Service Fee (the “Supported Living Unit Monthly Service Fee”).

In the event that there is no space available at Lasell Studios at the time Resident requires supported living of the kind provided by Lasell Studios, Lasell shall arrange for Resident to be cared for, temporarily, at a substantially equivalent facility selected by Lasell (“Appropriate Alternative Supported Living Facility”). Resident shall be transferred back to Lasell Studios as soon as appropriate space becomes available. In the case of a transfer arranged by Lasell to an Appropriate Alternative Supported Living Facility, the Resident will vacate the Independent Living Unit within thirty (30) days and will immediately begin to pay the Supported Living Unit Monthly Service Fee to Lasell. Resident shall be responsible for the costs of care in the Appropriate Alternative Supported Living Facility in excess of the amount payable by Lasell.

The decision to transfer Resident to Lasell Studios or temporarily to an Appropriate Alternative Supported Living Facility shall be made by a committee comprised of the President, the Director of the Supported Living Unit, and the Director of the Wellness Center. The committee will consult with Resident (or Resident’s representative) and Resident’s personal physician. Upon a determination by the committee that a transfer to Lasell Studios or temporarily to an Appropriate Alternative Supported Living Facility is necessary or appropriate by reason of Resident’s inability to maintain the Independent Living Unit in a safe and healthy manner and live without endangering the health, safety or well-being of self or others, Resident agrees to be transferred to Lasell Studios or temporarily to such Appropriate Alternative Supported Living Facility. The decision of the aforementioned committee as to the necessity and appropriateness of such transfer shall be final and binding.

If Resident permanently transfers from Lasell Studios to Lasell House, Resident's Supported Living Unit Monthly Service Fee will revert back to the Monthly Service Fee in place prior to Resident's transfer to Lasell Studios adjusted for any increases that may have occurred during residence in Lasell Studios. This is further described in Article VII, Section A, Subsection 2d and Section B, Subsection 3b.

C. Physician Services

Resident shall, at Resident's own expense, engage the services of a physician of Resident's choice licensed in Massachusetts. The services of Resident's personal physician are not Covered Services. Resident shall require any physician engaged by Resident to supply to the Director of the Wellness Center, at his/her request, current information regarding the Resident's health status, medications and medical treatment. Resident agrees to execute a HIPAA-compliant authorization for release of health information to the Director of the Wellness Center or his or her designee.

D. Exclusions and Limitations

1. Pre-Existing Conditions and Exclusions

If the Director of the Wellness Center, based on his or her evaluation of the report of the medical examination required by Article I, Section D, Subsection 1 and any information furnished to Lasell by Resident or Resident's personal physician, including information relating to Resident's medical condition subsequent to the execution of this Agreement, determines that Resident has one or more pre-existing condition(s), one or more exclusion(s), or both, each pre-existing condition and exclusion is set forth in Addendum A to this Agreement ("Pre-existing Conditions and Exclusions"). Except as hereinafter provided, for the purposes of this Agreement, only conditions specified in Addendum A shall be deemed Resident's Pre-existing Condition(s) and Exclusion(s). In preparing Addendum A, Lasell has relied on information furnished to it by the Resident and Resident's representatives (including any private physician's report(s) and information obtained from family members). Lasell has no obligation independently to verify such information or make any further inquiries with respect to Resident's health. If Resident or Resident's representatives have misrepresented or failed to disclose information relevant to the identification of a Pre-existing Condition or Exclusion which Lasell would reasonably have identified as a Pre-existing Condition or Exclusion in the absence of such misrepresentation or omission, such condition shall also be considered a Pre-existing Condition or Exclusion, as the case may be, under this

Agreement.

If a Pre-existing Condition is, in whole or in part, a cause for Resident's permanent transfer to Lasell House (or to an Appropriate Alternative Nursing Facility if space is not available at Lasell House), Resident will be obligated to pay the Monthly Service Fee and the difference between the Monthly Service Fee and the then-current semi-private room and board rate for Lasell House as established by Lasell, for a total of 365 days. If Resident has been transferred to Appropriate Alternative Nursing Facility, Resident will be obligated to pay the published charges of such Appropriate Alternative Nursing Facility in addition to the Monthly Service Fee.

The cost of all care and treatment for an Exclusion, whether Resident remains in the Independent Living Unit, or is transferred to Lasell Studios, Lasell House or an Appropriate Alternative Nursing Facility or Appropriate Alternative Supported Living Facility, shall be borne by Resident except to the extent covered by Resident's insurance or by another responsible third party.

2. Illness or Accident Away from The Village

If Resident is involved in an accident or becomes ill while away from The Village, Lasell shall have no responsibility to pay for Resident's medical care until Resident returns to The Village. Upon Resident's return, Lasell's responsibility for such care shall be governed by the terms of this Agreement.

3. When The Village is No Longer an Appropriate Setting

Resident acknowledges and agrees that the Independent Living Unit is only intended for occupancy by persons who can live independently and/or with Home Care Services, if necessary, and that it is not appropriate for occupancy by persons who (i) need 24-hour monitoring, skilled nursing care or a secure unit (unless the individual qualifies for care at the Lasell House or a move to Lasell Studios), (ii) whose physical, mental or psychosocial condition otherwise result in their inability to live at the Village in compliance with this Agreement, or (iii) are disruptive, threatening, or otherwise creates a danger to the health, safety or well-being of Resident or others.

Based on the above, Resident agrees that he or she shall vacate the Independent Living Unit, the Lasell House or the Lasell Studios upon 30 day's notice, or less if an emergency exists, if a committee comprised of

the Medical Director and Director of Nursing at Lasell House, the President, and the Director of the Wellness Center decides in its sole discretion that Resident's physical, mental or psychosocial condition is no longer appropriate for continued residence at The Village. The committee will first consult with the Resident (or the Resident's representative) and Resident's personal physician. Upon a determination by the committee that a transfer is appropriate and Resident agrees to be transferred to an appropriate facility providing such specialized care (an "Appropriate Alternative Facility"). The committee's decision as to the necessity and appropriateness of such transfer shall be final and binding, the transfer shall be permanent and Lasell shall terminate this Agreement pursuant to Article VII, Section B, Subsection 1.

4. Services Not Covered

Except as otherwise expressly provided in this Agreement, Resident shall be solely responsible for the cost of: assisted or handicapped transportation; physician services; inpatient and outpatient hospital services; sub-acute hospital care; laboratory and diagnostic services; nursing or assisted living services that require a secure unit; prescription and non-prescription drugs; audiological tests and hearing aids; eye glasses and refractions; dentistry, dentures, dental inlays and oral surgery; orthopedic appliances and other durable medical equipment such as wheelchairs and walkers; physical, occupational, respiratory and speech therapy; podiatry; treatment for mental or psychosocial disorders; treatment for SUDs; and renal dialysis. The omission of a particular health care service from the foregoing list of specific exclusions does not indicate that the service is a Covered Service. Covered Services are only those services specifically described as Covered Services in Article V, Section A.

E. Insurance

1. Health Insurance

Throughout the term of this Agreement Resident shall obtain and maintain in force at Resident's own expense the maximum coverage available to Resident under the Federal Social Security programs commonly known as Medicare Part A, Medicare Part B and Medicare Part D (or equivalent drug coverage under a supplemental insurance plan). Resident shall also be required to obtain and maintain maximum coverage under a Medicare Supplemental Insurance plan or an equivalent Medicare Supplemental Insurance plan approved in writing by Lasell. Resident may obtain and maintain insurance equivalent to Medicare plus the supplement herein

above described if such substitute insurance has been approved in writing by Lasell. If Resident fails to obtain and maintain such insurance, Lasell may terminate this Agreement in accordance with Article VIII, Section B, Subsection 1. Notwithstanding such termination, Resident shall be responsible to pay for any Covered Services which would have been covered by such insurance had it been in effect as required by this Agreement. Resident shall notify Lasell promptly if any insurance coverage required under this Section expires, terminates, or is replaced or if there is a material change in the coverage under any health insurance that Resident has in effect.

Resident hereby authorizes Lasell to make on Resident's behalf any and all claims for insurance benefits for Covered Services and agrees to execute any and all documents necessary to enable Lasell to prepare, submit, collect and enforce such claims; provided, however, that Lasell shall have no obligation to submit claims on behalf of Resident. Any insurance benefits received by Resident from any source with respect to Covered Services shall be paid by Resident to Lasell as reimbursement for the value of Covered Services provided by Lasell to Resident, up to the value of such Covered Services.

2. Automobile Insurance

If Resident owns or leases a motor vehicle, at Resident's expense Resident shall obtain and maintain insurance to cover medical and other costs resulting from automobile accidents causing injury to Resident or to others or property damage. If Resident does not own or lease a motor vehicle, but on occasion rents a vehicle, Resident shall obtain through the rental agency adequate insurance to cover medical and other costs resulting from automobile accidents causing injury to Resident or to others or property damage.

3. Other Insurance

Resident shall maintain personal property and liability insurance relating to the Independent Living Unit against the risk of loss for damages to Resident's personal property and for liability for injury to persons or property which may occur, with minimum coverage of at least \$300,000 in the aggregate and on terms acceptable to Lasell.

F. Right of Subrogation and Power of Attorney

In case of injury to Resident caused by any act or omission of another person, including any injuries sustained while Resident is driving or an occupant of an

automobile, Lasell shall be subrogated and succeed to the right of recovery of Resident against such person and/or his or her insurer, for the value of any and all Covered Services provided by Lasell with respect to any condition arising from such injury. Resident shall pay to Lasell any sums recovered by Resident by suit, settlement or otherwise from such person or his or her insurer up to the value of the Covered Services provided by Lasell under this Agreement. Lasell shall also be entitled to reimbursement for all expenses incurred by Lasell in obtaining such recovery, but only to the extent the amount recovered exceeds the value of Covered Services thus provided. Resident shall furnish such information and assistance and execute such instruments as Lasell may require facilitating the exercise of its rights of subrogation hereunder.

In case of injury to Resident caused by any act or omission of another person, including any injuries sustained while Resident is driving or an occupant of an automobile, Resident shall not unreasonably refrain from asserting and prosecuting any claim Resident may have against such person for compensation for such injury. If Resident declines to prosecute any such claim for compensation, at the written request of Lasell, Resident shall execute a power of attorney to Lasell authorizing it to take any and all actions which Lasell deems necessary or appropriate to assert and prosecute such claim on Resident's behalf. Resident shall furnish such information as assistance and execute such documents as Lasell may reasonably request in order to assert and prosecute such claim. In addition to the value of any and all Covered Services provided by Lasell to Resident with respect to any condition arising from such injury, Lasell shall also be entitled to reimbursement for all expenses incurred by Lasell in obtaining such recovery, but only to the extent the amount recovered exceeds the value of Covered Services thus provided.

G. Indemnification

The Resident acknowledges that Lasell is not an insurer of the Resident's person or property, and the Resident is responsible for maintaining adequate insurance coverage as described in Article V, Section E. Lasell may request proof of coverage from time to time. Lasell will not be liable to the Resident and the Resident hereby agrees to indemnify and release Lasell, its trustees, officers, agents and employees from any personal injury or property damage (including, without limitation, damage to, or loss or theft of, personal property of Resident) suffered by the Resident or the Resident's agents, guests, or invitees unless due the gross negligence or wrongful acts or omissions of Lasell or its trustees, officers, agents or employees. Lasell will give Resident written notice of any claim for indemnification within ten (10) days of becoming aware of the facts giving rise to such claim. Upon prior notice to Lasell, and only to the extent permitted by Lasell's insurance policies as then in effect, Resident will have the right to defend and settle any claim for which he/she gives such indemnification,

provided that any settlement will be subject to the approval of Lasell, which approval will not be unreasonably withheld or delayed. Notwithstanding anything contained in this Agreement to the contrary, no personal liability shall accrue against any individual, trustee, officer, agent or employee of Lasell, or any heir, personal representative, successor or assign of the foregoing with respect to any matter arising under this Agreement.

VI. SERVICES AVAILABLE AT AN ADDITIONAL CHARGE

A. Personal Services

At its option, Lasell may arrange, at Resident's expense, for services within The Village to be provided by outside vendors to meet Resident needs. The providers and type of services may change from time to time at the discretion of Lasell.

B. Supplemental Home Care Services

1. Availability and Approvals

If Resident becomes in need of additional home care services ("Supplemental Home Care Services") such as bathing, dressing or personal caregiver services in excess of the sixty (60) hours per year of such assistance provided by Lasell as described in Article V, Section A, Subsection 2, Lasell, at Resident's expense, will either provide such Supplemental Home Care Services directly or assist Resident in identifying an appropriate agency or independent care provider to be engaged by Resident to provide such services. All arrangements with an outside agency must be approved in advance in writing by Director of the Wellness Center. The outside agency or independent care provider must agree to Lasell's policies and procedures.

Lasell reserves the right to make a determination with regard to Resident's ability to continue to occupy the Independent Living Unit in a safe and healthy manner. Lasell may require that Resident obtain Supplemental Home Care Services as a condition of continuing to occupy the Independent Living Unit if Lasell determines that such services are necessary to assure the health, safety and well-being of Resident or others.

Lasell may, in its sole discretion, decline to approve a proposed arrangement for Supplemental Home Care Services if it determines that, for any reason, the arrangement is not consistent with the health, safety and well-being of Resident or others. Lasell may also require Resident to transfer to Lasell House or to Lasell Studios, or to alternative facilities, in accordance with and subject to Article V, Section A, Subsection 1 and

Section B.

2. Release from Liability

Resident agrees to release Lasell from any claim for damages Resident may suffer as a result of the negligence or wrongful conduct of any provider of Supplemental Home Health Services or provider of any other services engaged by Resident, or any failure by such providers to provide the services Resident has engaged them to provide. This release does not apply to Home Care Services, Supplemental Home Care Services, or other services provided to Resident by an employee of Lasell.

3. Authorization of Periodic Medical Evaluations

As a condition for approving an arrangement for Supplemental Home Care Services or other personal caregiver services that are not Covered Services, Lasell may require that Resident receive periodic medical examinations to assess Resident's ability to continue to occupy the Independent Living Unit in a safe and healthy manner. At Resident's election, the examinations may be performed by Resident's personal physician, provided that Resident shall assure that all information from any such examinations is supplied directly by Resident's personal physician to the Director of the Wellness Center. Resident agrees to execute a HIPAA-compliant authorization for release of health information to the Director of the Wellness Center.

VII. FINANCIAL CONDITIONS

A. Fees

For the right to reside at The Village, and to receive from Lasell the Covered Services and the other services that are described in this Agreement as available to Resident without additional charge, Resident shall pay to Lasell an Entrance Fee and a Monthly Service Fee in accordance with the following provisions:

1. Entrance Fee

Resident shall pay Lasell an Entrance Fee, as stated in the Resident Summary of this Agreement, in accordance with the following schedule:

- a. Ten percent (10%) of the Entrance Fee, less the amount of any previously paid waitlist deposit has been paid by Resident to

Lasell upon execution of this Agreement (the “Advance Deposit”). The receipt of such payment is hereby acknowledged by Lasell. The Advance Deposit, including any waitlist deposit, is stated in the Resident Summary.

- b. The remaining ninety percent (90%) of the Entrance Fee shall be paid by Resident to Lasell no later than (i) the business day prior to the Possession Date if payment is made in the form of a wire transfer, or (ii) five business days prior to the Possession Date if the payment is made in the form of a check.

2. Monthly Service Fee

- a. Payment of Monthly Service Fee and Determination of Amount

Resident shall pay to Lasell a monthly service fee in an amount determined by Lasell based upon the style of the Independent Living Unit and the number of persons who reside in the Independent Living Unit (herein called the “Monthly Service Fee”). Resident’s initial Monthly Service Fee for the Independent Living Unit is set forth in the Resident Summary and is comprised of (1) a Base Fee, (2) a Second Person Fee, if applicable, and (3) a Garage Fee, if applicable.

- b. Right to Adjust Monthly Service Fee

From time to time, but not more than once each calendar year, Lasell may adjust the Monthly Service Fee. Lasell will endeavor to set the Monthly Service Fee at an amount consistent with operating Lasell on a sound financial basis. No change in the Monthly Service Fee shall be effective upon less than sixty (60) days’ advance written notice to Resident and each such adjustment shall remain in effect for no less than one (1) year.

- c. Monthly Statement

On or about the fifth business day of each calendar month, Lasell will present to Resident a detailed monthly billing statement, which will set forth:

- (1) The Monthly Service Fee or the Supported Living Unit Monthly Service Fee for the current month;
- (2) Any meal credits due to Resident;

- (3) Additional charges to Resident for extra services rendered during the preceding month;
- (4) Any other amounts then due Lasell under this Agreement; and
- (5) Payments received on behalf of Resident.

The amount due from Resident to Lasell as reflected in the monthly statement shall be due and payable by Resident upon receipt of the monthly statement. Fees not paid when due shall be subject to late charges at an annual prime rate equal to the rate published by *The Wall Street Journal* (or its successor) on the date such payment is due, plus one percent (1%). In the event Resident is late in making payment for two (2) consecutive months or for any four (4) months within a consecutive twelve (12) month period, then Lasell shall have the right to terminate this Agreement upon written notice to Resident. Lasell may deduct any unpaid amounts plus late charges/interest from any Entrance Fee refund otherwise owed to Resident upon termination of this Agreement.

d. Effect of Hospitalization or Transfer to Lasell Studios or Lasell House

Resident shall be obligated to pay the Monthly Service Fee or the Supported Living Unit Monthly Service Fee, as applicable, each month during the term of this Agreement (and thereafter if Resident shall fail to vacate the Independent Living Unit, Lasell Studios or Lasell House on or before the date this Agreement terminates), even if Resident is transferred, on a long-term or permanent basis, to Lasell Studios, any hospital, nursing care facility (including Lasell House), or other facility, including an Appropriate Alternative Nursing Facility or Appropriate Alternative Supported Living Facility. Upon such transfer, Resident shall continue to pay the Monthly Service Fee or the Supported Living Unit Monthly Service Fee. Notwithstanding the foregoing, upon a transfer to Lasell Studios, in lieu of the Monthly Service Fee for the Independent Living Unit, Resident shall be required to pay a Supported Living Monthly Service Fee in an amount determined from time to time by Lasell based upon the cost of services delivered in Lasell Studios.

e. Proration of Fee

If the Possession Date is a date other than the first day of the month, or if the date this Agreement terminates is a date other than

the last day of the month, the Monthly Service Fee due for the first or last month under this Agreement shall be adjusted pro rata.

B. Fee Adjustments for Altered Circumstances

1. Marriage or Other Joint Living Arrangement

a. Marriage or Other Joint Living Arrangement with a Resident

If Resident desires to live with another person (herein, “Co-habitant”) who also resides at The Village, Resident shall continue to pay the single person Monthly Service Fee for the Independent Living Unit and Co-habitant shall continue to pay the single person Monthly Service Fee for his/her Independent Living Unit until such time as one or the other independent living units is vacated and the keys to that unit are returned to Lasell, whereupon Lasell shall have all rights to the vacated Independent Living Unit, including the right of sale. Thereafter the Resident and Co-habitant will jointly pay a new Monthly Service Fee equal to the sum of the Base Fee and Second Person Fee for the Independent Living Unit they jointly occupy. There will be no refund of the Entrance Fee paid by Resident or by Co-habitant at the time they begin a joint living arrangement. Notwithstanding the foregoing, Resident shall have the right to a partial refund of the Entrance Fee under Article VIII, Section B if Resident has vacated the Independent Living Unit pursuant to this Subsection and Resident and Co-habitant execute a new Residence and Care Agreement under which their obligation is joint and several.

b. Marriage or Other Joint Living Arrangement with a Non-Resident

If Resident desires to live with another person who is not a resident of The Village, but who satisfies the requirements for acceptance as a resident of The Village, the non-resident may become a resident of The Village upon execution of a Residence and Care Agreement and payment of the applicable Entrance Fee. The Entrance Fee for such individual shall be an amount equal to the difference between the then-current Entrance Fee for single occupancy and the then-current Entrance Fee for double occupancy of the Independent Living Unit that the non-resident will occupy with Resident.

If Resident desires to live with a non-resident who Lasell determines does not meet the requirements for acceptance as a resident of The Village, Lasell may terminate this Agreement in accordance with the provisions of Article VIII.

2. Financial Inability to Pay

a. Lasell's Policy

Without in any way limiting Lasell's right to terminate this Agreement in accordance with Article VIII, Section B, Subsection 1, it is Lasell's policy that, if the sole reason for Resident's failure to pay the Monthly Service Fee or other amounts due to Lasell shall be insufficient funds due to circumstances beyond Resident's control, the matter will be reviewed by the President with Resident or Resident's designee.

If Resident presents to Lasell facts which, in the President's sole opinion, justify special financial consideration, Lasell may, but shall not be obligated to, provide Resident with a loan against the refundable portion of the Entrance Fee, provided, however, that such loan shall be granted and continued only on the condition that, in the President's opinion, such loan will not impair the ability of Lasell to attain its objective of operating on a sound financial basis. Lasell further reserves the right to establish conditions to any such loan.

All determinations made by the President to grant, continue or deny special financial consideration shall be final and binding upon Resident. Any such determination shall be treated as a confidential matter by Lasell and Resident and shall not be disclosed except as required by financial institutions lending monies to Lasell, by regulatory or other governmental bodies, or otherwise by law.

b. Resident's Responsibility

Subsequent to executing this Agreement or during the term of this Agreement, Resident shall not materially impair Resident's ability, or the ability of Resident's estate or trust, to satisfy Resident's financial obligations under this Agreement. Resident shall also, from time to time as requested by Lasell, provide Lasell with personal financial statements and copies of Resident's

income, gift, estate and any other tax returns.

Upon termination of this Agreement, Lasell shall have the right to recover from Resident, or Resident's estate or trust, the loan made pursuant to Article VII, Section B, Subsection 2, together with interest on the amount of the loan at an annual rate equal to the prime rate published by *The Wall Street Journal* (or its successor) on the effective date of termination of this Agreement plus one percent (1%). Such amount may be deducted by Lasell from the amount of any refund of the Entrance Fee that may be payable to Resident or to Resident's estate or trust under the terms of this Agreement, provided that such deduction shall not be considered satisfaction of the amounts owed to Lasell to the extent the amounts owed are in excess of the amount of the refund.

3. Change of Independent Living Unit

a. Transfer to a substitute independent living unit

Resident will be permitted to transfer to a substitute independent living unit (herein, "Substitute Independent Living Unit"), whether smaller, larger or the same size as the original Independent Living Unit, subject to availability. Following the move, Resident will pay the Monthly Service Fee for the Substitute Independent Living Unit. At the time of transfer, (i) if the then-current Entrance Fee relating to the Substitute Independent Living Unit is greater than the Entrance Fee previously paid hereunder, Resident will pay an additional Entrance Fee in the amount equal to the difference between the Entrance Fee Resident previously paid and the then-current

Entrance Fee associated with the Substitute Independent Living Unit; and (ii) if the Entrance Fee previously paid hereunder is more than the then-current Entrance Fee relating to the Substitute Independent Living Unit, Resident shall receive a refund of such excess at the time that a new occupant of the vacated Independent Living Unit has paid the associated Entrance Fee in accordance with Lasell's Internal Move Policy in effect at the time of the move. From and after such transfer, the refund provisions of this Article VIII, Section B shall refer to the Entrance Fee as adjusted in accordance with this Subsection.

Resident agrees to bear the cost of such a move including making any alterations or repairs to the vacated Independent Living Unit which would have been required at termination of this Agreement under the terms hereof.

- b. Transfer to a Hospital, Lasell Studios, Lasell House, Appropriate Alternative Nursing Facility, Appropriate Alternative Supportive Living Facility, or Appropriate Alternative Facility

- 1. Single Resident.

Lasell may transfer Resident to Lasell Studios, to Lasell House, or to an Appropriate Alternative Nursing Facility, Appropriate Alternative Supportive Living Facility, or Appropriate Alternative Facility, or Resident may be admitted to a hospital upon the order of Resident's physician. If, after consultation with Resident (or if Resident is not competent, Resident's representative) and Resident's physician, it is the opinion of the Director of the Wellness Center that Resident requires permanent or long-term care in a health care facility, including Lasell Studios or Lasell House (or an Appropriate Alternative Nursing Facility, Appropriate Alternative Supportive Living Facility, or Appropriate Alternative Facility), the President may require Resident to vacate Resident's Independent Living Unit or living space in Lasell Studios. In such case, Resident shall make arrangements to remove Resident's personal belongings from the Independent Living Unit within thirty (30) days, or from the Supported Living Unit within fifteen (15) days, or from a room at Lasell House within forty-eight (48) hours after notification of such determination. If the unit is not vacated in accordance with these timeframes, Resident will be charged a pro-rated daily fee until the Resident's belongings are removed from the unit.

As described in Article V, Section B, upon transfer to Lasell Studios, in lieu of the Monthly Service Fee for the Independent Living Unit, Resident shall be required to pay a Supported Living Unit Monthly Service Fee in an amount determined by Lasell based upon the cost of services delivered in Lasell Studios. From time to time, but not more than once each calendar year, Lasell may adjust the Supported Living Monthly Service Fee. Lasell will endeavor to set the Supported Living Monthly Service Fee at an amount consistent with operating Lasell on a sound financial basis. No change in the Supported Living Monthly Service Fee shall be effective upon less than sixty (60) days advance written notice to Resident.

Upon permanent transfer from the Independent Living Unit, Resident shall continue to pay the then current Monthly Service Fee for the vacated Independent Living Unit and no refund of any portion of the Entrance Fee shall be made at the time of such transfer. Additional fees for permanent residence at Lasell House will also apply pursuant to other provisions of this Agreement.

Upon permanent transfer from Lasell Studios to Lasell House, Resident's Supported Living Unit Monthly Service Fee shall revert to the Monthly Service Fee for Resident's former Independent Living Unit, adjusted for any increases that may have occurred during residence in Lasell Studios. Additional fees for permanent residence at Lasell House will also apply pursuant to other provisions of this Agreement.

2. Two People as Residents.

If two people occupy the Independent Living Unit and one Resident is transferred to Lasell House (or to an Alternative Care Facility) for a long-term or permanent stay, the other Resident shall continue to pay the then-current Monthly Service Fee for the Independent Living Unit and no refund of any portion of the Entrance Fee shall be made at the time of such transfer. Additional fees for permanent residence at Lasell House will also apply pursuant to other provisions of this Agreement.

If two people occupy the Independent Living Unit and one Resident is transferred to Lasell Studios, the other Resident shall continue to pay the then-current Monthly Service Fee for the Independent Living Unit. The Resident transferring to Lasell Studios shall be required to pay a Supported Living Unit Monthly Service Fee. No refund of any portion of the Entrance Fee shall be made at the time of such transfer.

In the case of two Residents who occupy an Independent Living Unit, if both Residents transfer to Lasell Studios, and each occupy a Supported Living Unit, each shall pay a Supported Living Unit Monthly Fee. No refund of any portion of the Entrance Fee shall be made at the time of such transfer. If the care needs of each Resident allow for occupancy of the same Supported Living Unit, and provided a large enough unit is available, the second Resident in the shared Supported Living Unit will pay a reduced Supported

Living Monthly Service Fee for as long as their care needs are appropriate for a shared Supported Living Unit.

c. Termination of Shared Living Arrangement

If two Residents who share an Independent Living Unit desire to separate, they may, by mutual agreement, choose between the following options:

(1) Retention of Same Independent Living Unit

One occupant may leave The Village and the other occupant may retain the Independent Living Unit and pay the Monthly Service Fee for single occupancy. No refund of any portion of the Entrance Fee will be made at that time.

(2) Transfer to Alternate Independent Living Unit

One occupant may move to another independent living unit, subject to availability. Such occupant shall be required to pay an additional Entrance Fee in an amount equal to the then current Entrance Fee for the new Independent Living Unit less the portion of the Entrance Fee previously paid for the original Independent Living Unit attributable to double occupancy (i.e., the portion in excess of the Entrance Fee for single occupancy), and shall pay the Monthly Service Fee for single occupancy of the new Independent Living Unit. The other occupant may retain the original Independent Living Unit and pay the Monthly Service Fee for single occupancy. No refund of any portion of the original Entrance Fee shall be made at that time.

VIII. TERMINATION AND REFUNDS

A. Termination on or before the Possession Date

1. Termination Due to Death, Illness or Financial Condition

If Resident dies (or in the case of a couple, both Residents die) on or before the Possession Date, then this Agreement shall automatically terminate.

If Resident's physical or mental condition deteriorates (or if two people have executed this Agreement, the physical or mental condition of either deteriorates) following the submission of the report of the medical examination (or following the submission of the report of the second medical examination) required pursuant to Article I on or before the Possession Date to the extent that, after consultation with the Director of the Wellness Center, the President determines that Resident (or either of them if Resident refers to two persons) will be incapable of living independently in the Independent Living Unit on the Possession Date, then this Agreement may be terminated by Lasell by written notice to Resident.

If Resident's financial condition changes prior to the Possession Date to the extent that, in the opinion of the President, Resident will be unable to meet Resident's financial obligations under this Agreement, then this Agreement may be terminated by Lasell by written notice to Resident.

Provided that Resident has paid the balance of the Entrance Fee in accordance with Article VII, Section A, Subsection 1.b., if Lasell fails to make the Independent Living Unit available for occupancy by Resident sixty (60) days following the date of this Agreement or such later date as may be mutually agreed in writing by Lasell and Resident, this Agreement shall be deemed automatically terminated as of the later of such dates.

2. Termination by Resident

At any time on or before the Possession Date, this Agreement may be terminated by Resident without cause upon written notice to Lasell.

Resident's failure to pay the balance of the Entrance Fee and begin paying the Monthly Service Fee on or before the Possession Date shall be deemed a termination of this Agreement by Resident under this Article VIII, Section A, Subsection 2 unless an extension of the Possession Date has been agreed to in writing by Resident and Lasell.

3. Refunds Upon Termination on or before the Possession Date

Within sixty (60) days after the termination of this Agreement under this Article VIII, Section A, Lasell will refund to Resident or Resident's legal representative all amounts paid to Lasell by Resident, less the sum of (i) a service charge equal to one percent (1%) of the Entrance Fee, and (ii) any costs specifically incurred by Lasell at Resident's request and described in this Agreement or any addendum hereto.

B. After the Possession Date

1. Termination by Lasell

Lasell reserves the right to terminate this Agreement at any time after the Possession Date for good cause, including but not limited to: (i) a breach by Resident of Resident's obligations under this Agreement, including failure to pay the Monthly Service Fee or Supported Living Unit Monthly Fee, which failure is not cured within thirty (30) days after notice from Lasell; (ii) failure by Resident to abide by the rules adopted by Lasell, which failure is not cured within 30 days after notice from Lasell; (iii) any material misrepresentation or omission by Resident in connection with Resident's application for residency at The Village; (iv) failure to disclose to Lasell any material change in Resident's physical, mental or psychosocial condition or in Resident's financial condition after the date of Resident's Application and prior to the Possession Date; (v) in Lasell's judgment, Resident's continued residence at The Village is disruptive, threatening or otherwise creates a danger to the health, safety or well-being of Resident or others, or to the operations of the Village or Lasell; (vi) Resident permanently moves to an Appropriate Alternative Facility for the treatment of Resident's physical, mental or psychosocial condition, (vii) Resident fails to participate in the Educational Program for three consecutive terms without obtaining an exemption as provided under Article II, Section A; or (viii) Lasell has the right to so terminate as expressly provided elsewhere in this Agreement.

If there is good cause for termination, Lasell may terminate this Agreement by written notice of termination to Resident specifying an effective date of termination not less than thirty (30) days nor more than one hundred-twenty (120) days after the date notice is given. On or before the effective date of termination, Resident shall move from The Village and vacate the Independent Living Unit or Lasell Studios, as the case may be, and return keys to Lasell. If Resident fails to vacate the Independent Living Unit or Lasell Studios by the effective date of termination, Resident shall remain obligated to pay the Monthly Service Fee to Lasell after the effective date and until Resident has vacated the Independent Living Unit or Lasell Studios and returned the keys to Lasell. Resident or Resident's estate will also be responsible for the removal and storage of Resident's personal belongings in accordance with Article IX, Section C.

If this Agreement is terminated by Lasell under this Article VIII, Section B, Subsection 1, Resident shall be entitled to receive a refund of a portion of the Entrance Fee in accordance with Article VIII, Section B, Subsection

2. Termination by Resident

Resident has the right at any time after the Possession Date to terminate this Agreement by delivering to Lasell a written notice of termination. The written notice need not cite any reason for the termination but shall specify an effective date of termination which shall be not less than sixty (60) days after the date notice is given.

On or before the effective date of termination under Article VIII, Section B, Subsection 2, Resident shall move from The Village and vacate his or her Independent Living Unit, Supported Living Unit or bed in Lasell House, as the case may be. If Resident fails to vacate by such effective date, Resident shall remain obligated to pay the Monthly Service Fee or Supported Living Monthly Service Fee to Lasell after such effective date and until Resident has vacated the Independent Living Unit, the Supported Living Unit or Lasell House room and returned the keys to Lasell. Resident or Resident's estate will also be responsible for the removal and storage of Resident's personal belongings in accordance with Article IX, Section C. If this Agreement is terminated by Resident under this Article VIII, Section B, Subsection 2, Resident shall be entitled to receive a refund of a portion of the Entrance Fee in accordance with Article VIII, Section B, Subsection 4.

3. Termination by Death

If Resident refers to one individual, this Agreement shall terminate automatically upon Resident's death. Resident's obligation for the Monthly Service Fee or Supported Living Unit Monthly Service Fee

(except the portion relating to meals) shall continue after the date of death and until Resident's personal property has been removed from the Independent Living Unit, Lasell Studios or Lasell House and the keys have been returned to Lasell by Resident's family or Resident's estate. Resident's family or Resident's estate will also be responsible for the removal and storage of Resident's personal belongings in accordance with Article IX, Section C.

If Resident refers to one individual and this Agreement is terminated by Resident's death, the refund of a portion of the Entrance Fee in accordance with Article VIII, Section B shall be made to the Resident's

designated beneficiary or, if there is no designated beneficiary then to the Resident's estate.

If Resident refers to two persons who have entered into this Agreement as joint residents, upon the death of one Resident, this Agreement shall remain in effect as to the survivor and there shall be no refund of any portion of the Entrance Fee at that time. The surviving Resident shall thereafter pay an adjusted Monthly Service Fee based upon single occupancy of the Independent Living Unit.

4. Refunds Upon Termination after Possession Date

Upon termination of this Agreement under any of the provisions of this Article VIII, Section B, Resident (or Resident's designated beneficiary or, if none, Resident's estate, as applicable) shall be entitled to a refund of a portion of the Entrance Fee as follows also described in the Supplement Disclosure attached as Exhibit 2:

a) Termination Within the First Nine (9) Months of Occupancy

If termination occurs prior to the expiration of the first nine (9) months following the Possession Date, Resident shall be entitled to receive a refund of the Entrance Fee paid to Lasell by Resident less the sum of (i) one percent (1%) of the amount of the Entrance Fee per month of occupancy at The Village, and (ii) any costs specifically incurred by Lasell at Resident's request and described in this Agreement or an addendum hereto. The refund shall be paid by Lasell within ninety (90) days following the later of the effective date of termination and the date Resident vacates the Independent Living Unit.

b) Termination After the Ninth (9th) Month of Occupancy

If termination occurs upon or after the expiration of the first nine (9) months following the Possession Date, Resident shall receive a refund in an aggregate amount equal to ninety percent (90%) of the Entrance Fee paid by Resident, less any costs specifically incurred by Lasell at Resident's request and described in this Agreement or an addendum hereto. The refund shall be payable as follows:

- (i) An amount equal to the Entrance Fee paid by the Resident, less one percent (1%) of such Entrance Fee per month of occupancy at The Village shall be paid within sixty (60) days following the later of the effective

date of termination and the date that Resident vacates the Independent Living Unit, the Supported Living Unit, or space at Lasell House; and

(ii) The balance of the refund, if any, shall be paid on the date which is thirty (30) days after Lasell has executed a Residence and Care Agreement with a new resident(s) and such new resident(s) have taken possession of what had been Resident's Independent Living Unit.

(iii) Notwithstanding the ability to offset expenses Article VII Section 2, Subsection c, Article VII Section B or any other provision in the Agreement to the contrary, in the event Lasell has not executed an Agreement with a new resident(s) and such new resident(s) has taken possession of what had been Resident's Independent Living Unit by the first anniversary date following the effective date of termination of the this Agreement (the "Anniversary Date"), the total remaining balance of any Entrance Fee to which the Resident is entitled shall be paid in full by no later than the Anniversary Date.

a. Release of Lasell

Upon termination of this Agreement, as hereinabove provided, neither party shall have any further obligation hereunder except:

- (1) Obligations occurring prior to the date of termination; and,
- (2) Obligations, promises or covenants contained herein which by their nature would be intended to be applicable following any such termination or are expressly made to extend beyond the term of this Agreement.

c) RESIDENT'S RIGHTS AND OBLIGATIONS

a. Right of Privacy

Subject to the provisions of this Agreement, Resident shall have the exclusive right to occupy the Independent Living Unit. Lasell recognizes Resident's right to privacy and its responsibility to limit entrance to the Independent Living Unit. The Resident recognizes and accepts the right of Lasell to enter the Independent

Living Unit in order to carry out the purposes of this Agreement:

- i. To perform scheduled housekeeping duties;
- ii. To respond to emergencies;
- iii. To respond to the fire alert system;
- iv. If Resident is reported missing or has not responded to calls;
- v. To carry out scheduled or emergency maintenance; and
- vi. To show the Independent Living Unit 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 Independent Living Unit in accordance with the provisions of this Agreement.

b. Responsibility for Damages

Resident must maintain adequate insurance coverage as described in Article V, Section E. and shall be solely responsible for any loss or damage to the real or personal property of Lasell caused by the negligent or wrongful acts or omissions of either Resident or Resident's guests, employees or agents, or by pets owned by or invited by Resident, the costs of which will be charged to and paid for by Resident.

Lasell shall not be liable for any claims, damages, or expenses, including attorneys' fee and court costs (collectively, "liabilities"), resulting from any injury or death to persons or any damage to property arising from the negligent or wrongful acts or omissions of either Resident or Resident's guests, employees or agents, or by pets owned by or invited by the Resident. Resident hereby releases and discharges Lasell from all such liability. The indemnification provisions of Article V, Section G shall apply for Lasell's benefit with respect to any such liabilities.

c. Lasell's Responsibility for Protection of Resident's Property

i. Upon Resident's Death

In the case of Resident's death, Lasell shall release all of Resident's property 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, as defined by Massachusetts Law. Lasell 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. Lasell will exercise ordinary care in safeguarding the property during that time. Resident hereby grants to Lasell a limited power of attorney to hold and deliver Resident's property as provided herein, including the authority to store it away from The Village in a commercial warehouse at the expense of Resident's estate.

ii. Upon other Termination of the Agreement

If Resident is required to vacate the Independent Living Unit, the Supported Living Unit or room in Lasell House, in accordance with this Agreement, and fails to remove Resident's personal property there from the Independent Living Unit within thirty (30) days, or from the Supported Living Unit within fifteen (15) days, or from a room at Lasell House within forty-eight (48) hours after notification of such termination, Lasell shall have the right to remove Resident's property and to store it at The Village or in a commercial warehouse at Resident's expense. After storing the property in a commercial warehouse and providing notice to Resident, Lasell shall have no further responsibility for the property.

d) OTHER CONDITIONS

a. Power of Attorney and Guardianship

Resident will maintain a current durable power of attorney authorizing one or more named individuals to act for Resident and on Resident's behalf in all matters related to Resident's person and property and will provide a copy to Lasell. Lasell requires Resident to execute a Health Care Proxy designating one or more individuals to act for Resident in making decisions with respect to Resident's health care in the event Resident should become incapable of making such decisions, and requests that Resident provide a copy of Resident's Health Care Proxy to the Director of the Wellness Center. Resident shall provide any updates to this information from time to time during the term of this Agreement. Lasell retains the right to institute proceedings for the appointment of a guardian and/or conservator if Resident becomes incompetent to care for him/herself or Resident's property. Resident will be responsible for the cost of these proceedings.

b. Delegation by President or Director of the Wellness Center

Any authority or responsibility given by this Agreement to the President or Director of the Wellness Center may be delegated by him or her to any one or more other members of Lasell's staff.

c. Guest Policies; Personal Caregiver

No one other than Resident and Resident's guests shall have the right to occupy the Independent Living Unit without the consent of the President. No guest shall occupy the Independent Living Unit for more than twenty-one (21) days without prior written approval of Lasell. Resident is responsible for the conduct of guests. Notwithstanding the foregoing, Resident may, with the prior written approval of the President, have an additional person reside in the Independent Living Unit to assist in the activities of daily living at Resident's sole expense (the "Personal Caregiver"). Resident and Personal Caregiver must comply with The Village's policies and procedures in The Personal Caregiver Policy, as amended from time to time.

d. Resident's Obligation to Lasell for Arrangements at Death

Resident agrees to provide Lasell and keep current the following information: name and address of attorney and executor; persons to be notified of Resident's death and person designated to receive Resident's personal property following death.

e. Resident Handbook and Rules Adopted by Lasell

The Resident agrees to comply with the Resident Handbook and rules adopted by Lasell, copies of which have been provided to the Resident. Lasell reserves the right to adopt and to modify the Resident Handbook, policies, procedures and rules regarding residency at The Village from time to time.

f. Non-Discrimination

Lasell is operated to provide the facilities, programs and services described in this Agreement to individuals regardless of their race, color, sex, religion, creed, handicap, familial status or national origin, sexual orientation, ancestry, marital status or status as a veteran or member of the armed forces or age, subject, however, to satisfaction of the conditions for acceptance for residence set forth in Article I, Section E.

g. Sole Responsibility

All legal and financial obligations assumed by Lasell in this Agreement are solely the responsibility of Lasell. All fees paid by the Resident to Lasell, including the Entrance Fee, shall become the sole property of Lasell, are deemed payment for residence and services, and are not held in trust for the benefit of the Resident nor

held as reserves or security for the performance of Lasell's obligations to Resident.

h. Use of the Living Unit

Resident's Independent Living Unit shall be used only for residential purposes and shall not be used for business or professional purposes, or in any manner in violation of applicable zoning ordinances and other laws.

i. Smoking Policy

Lasell has adopted a no smoking policy for the entirety of The Village, including the independent living units. Resident and Resident's guests shall abide by this policy.

j. Governing Law

The terms of this Agreement and any disputes arising hereunder shall be governed by and interpreted in accordance with Massachusetts law.

k. Entire Agreement

This Agreement, which includes each of the Recitals, Exhibits, Addenda and Schedules, constitutes the entire Agreement between Resident and Lasell with respect to the subject matter hereof, and it supersedes all prior oral or written agreements, commitments, or understandings with respect to the matters provided for herein.

l. Notices

Notices shall be given in writing to Lasell at the address of its Administrative Office given below and to Resident at the address in the Resident Summary until Resident enters The Village, and thereafter at Resident's address at The Village. A change in address may be affected by written notice given by one party to the other in accordance with this section.

LASELL: Lasell Village, Inc.
Attn: Lasell Village President
120 Seminary Avenue
Auburndale, MA 02466

m. Non-Transferability

Resident's rights and privileges under this Agreement are personal to Resident and cannot be transferred or assigned by Resident's act, by any proceeding at law or in equity, or otherwise. Resident's right to occupy the Independent Living Unit is not transferable by Resident to any other person. If any person, other than the person who has signed this Agreement, commences to live in Resident's Independent Living Unit without following the procedures established by Lasell or as otherwise provided in this Agreement, Lasell shall have the right to terminate this Agreement.

n. No Oral Modifications

No amendment to this Agreement shall be valid unless in writing and executed by Lasell and Resident.

o. Joint and Several Liability

When two people have entered into this Agreement with Lasell, the rights and obligations of each are joint and several except as expressly provided otherwise in this Agreement.

p. Severability

If any provision of this Agreement shall be deemed invalid or unenforceable, the balance of this Agreement shall remain in effect, and if any provision is deemed inapplicable to any person or circumstances, it shall nevertheless be construed to apply to all other persons and circumstances.

q. Other Members

Lasell may enter into agreements with other residents that may contain terms different from those contained in this Agreement. Despite such differences, this Agreement alone sets forth Resident's rights and obligations with respect to Resident's accommodations and services at The Village.

r. Circumstances Excusing Performance

In the event that Lasell, notwithstanding diligent and good faith efforts, is prevented from the performance of any act required hereunder by reason of epidemic, failure of power, strikes, delay in transportation, fire, wind, act of God, riot, insurrection, act of terrorism, war or the inability due to the aforementioned causes to obtain necessary labor, materials or facilities, then performance of such obligations shall be excused while such circumstance continues, and the period

for the performance of any such obligations shall be extended for a fair and equitable period relative to the impact of such event.

s. Waiver

The waiver by Resident or Lasell of any breach of this Agreement or the waiver of any term will not prevent subsequent enforcement of that term and will not be deemed a waiver of any subsequent breach.

t. Captions

The section headings are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

u. Counterparts and Originals

Resident and Lasell may sign this Agreement in counterparts. Each signed counterpart shall be an original, and all of them, together, constitute on and the same Agreement. Signatures sent by facsimile or in PDF format shall be binding for purposes of this Agreement.

e) DEFINITIONS

ENTRANCE FEE

The fee payable by Resident to Lasell under Article VII, Section A, Subsection 1 of this Agreement and set forth in the Resident Summary and any additional Entrance Fee paid by Resident hereunder.

EXCLUSION

A disease, illness, sickness or mental condition for which the cost of care and treatment, to the extent not covered by Medicare or other insurance carried by Resident, is excluded from all treatment and payment obligations of Lasell under this Agreement.

PRESIDENT

The President of Lasell Village, as appointed by the Board of Trustees of Lasell Village, Inc.

INDEPENDENT LIVING UNIT

The independent living unit at The Village, to be occupied by Resident as specified in Article III, Section A or the Resident Summary, and any other independent residency unit at The Village Resident may agree to occupy after the date of this Agreement, pursuant to this Agreement or a successor agreement with Lasell. In the case of a

Resident who has been transferred to Lasell Studios or Lasell House (or an Alternative Care Facility), the term refers to the independent residency unit occupied by Resident prior to such transfer. A Supported Living Unit in Lasell Studios is not an Independent Living Unit for purposes of this Agreement. A bed within Lasell House is not an Independent Living Unit for purposes of this Agreement.

LASELL

Lasell Village, Inc., the corporation that owns the Continuing Care Retirement Community known as The Village.

LASELL HOUSE

The skilled nursing and rehabilitation facility at The Village owned and operated by Lasell.

LASELL STUDIOS

The 9-apartment supported unit operated by Lasell within the residential area at The Village to accommodate residents whose care needs require supervision and assistance with the activities of daily living.

MEDICAL DIRECTOR

The physician appointed by Lasell to exercise administrative oversight of Resident's medical care and supervision at Lasell House.

MONTHLY SERVICE FEE

The fee payable by Resident to Lasell each month during the term of this Agreement, as set forth in Article VII, Section A, Subsection 2, as adjusted from time to time.

POSSESSION DATE

The date on which Resident begins to pay the Monthly Service Fee for the Independent Living Unit.

PRE-EXISTING CONDITION

A physical or mental health condition for which Resident has received medical diagnostic services, care, advice or treatment from a physician, or for which a prudent layperson would have sought diagnostic or treatment services, within the twelve (12) month period preceding the Possession Date.

RESIDENT

The individual or the two individuals who have entered into this Residence and Care Agreement with Lasell.

SUPPORTED LIVING UNIT MONTHLY SERVICE FEE

The fee payable by Resident to Lasell each month upon transfer to Lasell Studios in lieu

of the Monthly Service Fee during the term of this Agreement, as set forth in Article V, Section B; Article VII, Section A, Subsection 2d; and, Article VII, Section B, Subsection 3b, as adjusted from time to time.

THE VILLAGE

The Continuing Care Retirement Community, including the Independent Living Units, Lasell Studios, and Lasell House, owned by Lasell Village, Inc. and located in Auburndale, Massachusetts.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

I have read and understand these documents and have had an opportunity to review them with an advisor(s) and/or representative(s) of my choice.

I (we) hereby certify that I (we) am (are) capable of living independently at the present time.

SIGNED under SEAL as of this ____ day of _____, 20 .

RESIDENT

Resident

Date

RESIDENT

Resident

Date

LASELL VILLAGE, INC.

President, Lasell Village

Sales & Marketing Director, Lasell Village

Date

Date

EXHIBIT 1

Disclosure Statement

This Disclosure Statement has been furnished as required by Massachusetts General Laws Chapter 93, Section 76(b).

1. Provider's Name, Business Address and Corporate Status

Lasell Village Inc. (the "Provider") is a Continuing Care Retirement Community ("CCRC") located at 120 Seminary Avenue, Auburndale, Massachusetts, 02466. The Provider was formed in 1990 as a Massachusetts not-for-profit charitable corporation.

2. Officers, Directors and Trustees of the Provider

The Officers, Directors and Trustees of the Provider are listed in Attachment 1, enclosed herewith.

3. Business Experience of the Provider and the Manager

The Provider was organized with the purpose of developing, constructing and operating an educational CCRC known as Lasell Village (the "Village"). CCRCs are also known as "life plan communities".

The Provider engages Lasell University through service contracts to provide management, educational programs, informational technology, maintenance and security services for the residents and staff. In addition, Lasell University senior staff share the administration of Lasell Village guided by the Provider's Board of Trustees.

4. Statement of Affiliation and Tax-Exempt Status

The Provider is affiliated with Lasell University, a not-for-profit independent, coeducational University located in Newton, Massachusetts which is a 501(c)(3) tax-exempt organization. The Provider and Lasell University are the only two wholly owned subsidiaries of Lasell Inc., a not-for-profit 501(c)(3) tax-exempt organization. Lasell University owns the land on which the Provider is built and leases the land to the Provider. Lasell University is not responsible for the financial or contractual obligations of the Provider.

The Provider is a 501(c)(3) tax-exempt organization.

5. Physical Property and Related Information

The Provider is located on 13.2 acres of land on the campus of Lasell University in Newton Massachusetts. The land is owned by Lasell University and is leased to the Provider. The Village consists of 182 independent living units, 9 apartment supported unit and a 38-bed skilled nursing and rehabilitation facility. The Village is comprised of 16 buildings that are connected by bridges and linkways.

6. Financial Statements

Audited financial statements are attached.

Attachments

Attachment 1

Trustees and Officers

Attachment 2

Audited Financial Statement

Exhibit 2

Supplemental Disclosure Re: Refunds after Possession Date

The following summarizes Lasell's refund policy from Article VIII, Section B.4 of the Residence & Care Agreement ("Agreement") for refunds upon termination after the Possession Date¹ which solely governs all terms.

1. Termination within the First 9 months of Occupancy

- You will receive a full refund of your Entrance Fee
 - Less 1% for each month of occupancy at the Village, and
 - Less any costs /expenses for which you are responsible.

2. Termination after 9th Month of Occupancy on a 90% Refundable Contract

- You will receive a 90% refund of your Entrance Fee less any costs/expenses for which you are responsible for
- We will pay the refund as follows:
 - If you have lived at the Village less than 100 months, you will receive your refund:
 - Less 1% for each month of occupancy at the Village for all months that you lived at the Village
 - Less and any costs /expenses for which you are responsible. This will be paid within 60 days of your termination.

The remainder of the refund will be paid the earlier of when a new resident moves into your unit or the one-year anniversary of your termination.

- If you have lived at the Village more than 100 months, you will receive your full 90% refund (and any costs /expenses for which you are responsible) the earlier of when a new resident moves into your unit or the one-year anniversary of your termination.

3. Termination After 9th Month of Occupancy on a Declining Refund Option

- If you have lived at the Village less than 100 months, you will receive a refund of your Entrance Fee:
 - a. Less 1% for each month of occupancy at the Village for all months that you lived at the Village
 - b. Less any costs /expenses for which you are responsible. This will be paid to you the earlier of when a new resident moves into your unit or the one-year anniversary of your termination.
- If you have lived at the Village for 100 months or more, you will not receive a refund.

¹ The date on which Resident begins to pay the Monthly Service Fee for the Independent Living Unit.

RESIDENT

Resident

Date

RESIDENT

Resident

Date

LASELL VILLAGE, INC.

President, Lasell Village

Sales & Marketing Director, Lasell Village

Date

Date

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