



NEW POND VILLAGE

August 2024 CCRC DISCLOSURE STATEMENT

Table of Contents

Disclosure Statement	1-5
Schedule A: Average Periodic Rate Change For Previous Five Years	6
Schedule B-1: Continuing Care Contract – Life Care Benefit	7-71
Schedule B-2: Continuing Care Contract – Fee For Service	72-132

Connecting to what matters

201 Jones Road, Suite 300 West | Waltham MA 02451
 BenchmarkSeniorLiving.com  781.489.7100



New Pond Village CCRC Disclosure Statement

August 1, 2024

Operated By
New Pond Village OpCo LLC

180 Main Street
Walpole, MA 02081
Telephone: (508) 660-1555
Facsimile: (508) 668-8893

Subject to Change Without Notice

Applicant(s), _____, hereby
acknowledges receipt of this disclosure statement on _____, 20 ____
with respect to New Pond Village in accordance with Section 76 of Chapter 93 of
The Massachusetts General Laws.

Signature: _____

Signature (if two Residents): _____

NEW POND VILLAGE – CCRC DISCLOSURE STATEMENT

In accordance with M.G.L. Chapter 93, Section 76(b), we are providing you with the following information:

1. General Information:

Name of Community: New Pond Village
Business Address: 180 Main Street
Walpole, MA 02081
Phone: (508) 660-1555
Fax: (508) 668-8893

The Operator of New Pond Village is New Pond Village OpCo LLC (“the Operator”), a Delaware limited liability company.

2. Officers and Directors:

New Pond Village OpCo LLC is owned and managed by its sole member, New Pond Village Investco LLC, which is managed by New Pond Village Manager LLC. New Pond Village Manager LLC is owned and managed by Grape Investment Management LLC, of which Thomas H. Grape is the Manager.

The officers of New Pond Village OpCo LLC are:

- Thomas H. Grape, Chairman and President
- Jerry Liang, Vice President and Treasurer
- John Hartmayer, Vice President and Secretary
- Lynda Maryanski, Vice President and Asst. Secretary
- Brian Danaher, Vice President and Asst. Secretary
- Kathleen Sullivan, Vice President and Asst. Secretary

Adam Manchester, an employee of Benchmark, is the Executive Director of New Pond Village.

3. **Business Experience:**

The Operator is a limited liability company which was established solely to operate New Pond Village. It has contracted with Benchmark to manage New Pond Village.

Benchmark manages 66 senior living communities located throughout New England (32 in Massachusetts) and the mid-Atlantic region, including two other CCRCs in Massachusetts: The Cottages at Willow Crossings and The Commons in Lincoln. These communities provide a variety of services including independent retirement housing, assisted living, memory care and skilled nursing. Benchmark has been operating senior living communities for over 25 years.

4. **Affiliation:**

The Operator of New Pond Village is not affiliated with any religious, charitable or non-profit organizations.

5. **Location and Description of Property:**

New Pond Village is located on over 19 acres at the corner of Bullard Street and Route 1A next to Willett Pond in Walpole, Massachusetts. It consists of Crosbey House and an adjoining building, Aldridge House, both of which contain resident suites and common area amenities. Outdoor space includes a walking trail, putting green and garden area.

Crosbey House, a three-story wood frame structure, is intended for residents who are capable of living independently or who do not require assistance with activities of daily living. Crosbey House consists of 139 resident suites in a variety of floor plans featuring one and two bedrooms. Each apartment home in Crosbey House is furnished with carpeting/flooring, sheer curtains, garbage disposal, self-defrosting refrigerator and freezer, range, continuous cleaning oven, microwave and dishwasher, and each has a designated dry storage area. Common areas in Crosbey House include a dining room, a bistro and pub, an auditorium, library, lounges and activity rooms, fitness room, wellness center and administrative offices.

Aldridge House is located on three floors of the same wood frame building in which Crosbey House is located and is intended for residents who require some assistance with activities off daily living. Aldridge House consists of 49 resident suites for individuals needing assisted living services, such as personal care and

medication management services. The memory care unit at New Pond Village, which consists of 15 units or 28 beds is located on the first floor of the Aldridge House. The assisted living and memory care units are certified by the Massachusetts Executive Office of Elder Affairs under the applicable Massachusetts assisted living regulations, as well as receipt of all other necessary permits and approvals. There are dedicated dining rooms on the first two floors. Each floor has an activities room and there is a secure outdoor space for the memory care unit.

6. **Financial Information:**

The Operator is a newly formed company that acquired the facility effective August 2024. There was no change in the management company that manages the facility. The first financial statement for the Operator will be available in October 2024.

In Schedule A, we have included a table showing the average monthly increase in periodic rates for the previous five years at New Pond Village, as well as the periodic rates for the other two CCRCs which Benchmark operates in Massachusetts.¹

7. **Continuing Care Contract:**

New Pond Village offers two types of continuing care contracts.

The first type is a Continuing Care Contract providing a life care benefit. It is attached as Schedule B-1.

The second type is a Continuing Care Contract offering assisted living and memory care assisted living on a fee-for service basis. It is attached as Schedule B-2.

Each type of Contract offers residents a choice between two refund options:

- a declining balance refund model under which the total entrance fees less 1% of the total entrance fees per month of occupancy at New Pond Village are refundable upon termination of the Contract and satisfaction of the other conditions set forth in the Contract; or

¹ Although the Operator acquired the Community just recently, we are including information for the past five years of the Community's operations, as required by Mass. Gen. Laws Ch. 93, s. 76.

- a 90% refundable model under which the Resident or his or her designee or estate shall be entitled to receive the declining balance refund described above but alternatively may elect to receive a refund of 90% of the Primary Entrance Fee (as defined in the Contract) upon termination of the Contract and under the timing and other conditions stated in the Contract.

We offer alternative Contract types and refund plans to allow residents to make choices meeting their health care and financial needs and priorities. We encourage all prospective residents to consider these choices carefully and to consult advisors as they deem appropriate.

SCHEDULE A

Average Periodic Rate Change for Previous Five Years New Pond Village

January 2023 – December 2023	Average Increase of \$365.27/mo. (8.6%)
January 2022 – December 2022	Average Increase of \$144.19/mo. (3.9%)
January 2021 – December 2021	Average Increase of \$132/mo. (3.5%)
January 2020 – December 2020	Average Increase of \$117/mo. (3.5%)
January 2019 – December 2019	Average Increase of \$117/mo. (3.5%)

Benchmark Senior Living operates two other CCRCs in Massachusetts: The Cottages at Willow Crossings and The Commons in Lincoln. We are including the average periodic rate changes for those two communities, as required by law, for your information:

The Cottages at Willow Crossings

January 2023 – December 2023	Average Increase of \$88.25/mo. (7.5%)
January 2022 – December 2022	Average Increase of \$62.55/mo. (5.5%)
January 2021 – December 2021	Average Increase of \$32.53/mo. (2.9%)
January 2020 – December 2020	Average Increase of \$30.59/mo. (3%)
January 2019 – December 2019	Average Increase of \$37/mo. (4%)

The Commons in Lincoln

January 2023 – December 2023	Average Increase of \$517.12/mo. (9.4%)
January 2022 – December 2022	Average Increase of \$290.48/mo. (5.9%)
January 2021 – December 2021	Average Increase of \$161.32/mo. (3.4%)
January 2020 – December 2020	Average Increase of \$150.25/mo. (3.5%)
January 2019 - December 2019	Average Increase of \$120/mo. (3.5%)

SCHEDULE B-1

Continuing Care Contract – Life Care Benefit

**CONTINUING CARE CONTRACT
FOR NEW POND VILLAGE
WALPOLE, MASSACHUSETTS**

CONTINUING CARE CONTRACT

TABLE OF CONTENTS

ARTICLE I. GENERAL; DESCRIPTION OF THE COMMUNITY; REQUIREMENTS FOR ADMISSION	1
A. General; Definitions.....	1
B. Description of Community.....	1
1. Independent Living Units.....	1
2. Assisted Living and Memory Care Assisted Living.....	2
3. Skilled Nursing	2
C. Admission	2
1. Financial.....	2
2. Age	3
3. Health	3
ARTICLE II. ACCOMMODATIONS AND FACILITIES	4
A. Utilities.....	5
B. Parking.....	5

C. Modifications to your Living Accommodation.	6
D. Community Facilities.....	6
E. Property Protection.	6
ARTICLE III. SERVICES.....	6
A. Meals	7
B. Housekeeping	7
C. Maintenance and Repair.....	7
D. Emergency Call Service.	8
E. Security.	8
F. Buildings and Grounds.	8
G. Transportation.....	8
H. Social and Recreational Programs.....	8
I. Fitness Center.....	8
J. Additional Services.....	8
ARTICLE IV. HEALTH CARE SERVICES	9

A. Health Care Services.....	9
1. Wellness Center.....	9
2. Assisted Living Unit and Memory Care Unit.....	10
3. Skilled Nursing Benefit.....	10
4. Assisted Living Services in Your Living Accommodation	11
5. Services Not Provided	11
B. Unavailability of Assisted Living or Memory Care Unit Bed Space.....	12
C. Moving Within the Community or to an Off-Site Facility Based on Care Needs.....	12
ARTICLE V. FINANCIAL ARRANGEMENTS	13
A. Entrance Fees	Error! Bookmark not defined.
1. Amount of Entrance Fees	13
2. Payment Schedule	14
3. Our Use of Funds.....	14
4. Application of Funds.....	14
B. Monthly Fees	Error! Bookmark not defined.

1. Amount of Monthly Fee.....	15
2. Payment of Monthly Fee.....	15
3. Adjustments.....	16
4. Additional Services.....	16
5. Penalty and Interest for Late Payment.....	17
C. Personal Care Fees and Charges.....	Error! Bookmark not defined.
1. Covered Services; Additional Personal Care Fees.....	17
2. Temporary Stay.....	18
3. Extended Stay.....	19
A) SINGLE RESIDENT REQUIRING EXTENDED STAY.....	19
B) EXTENDED STAYS WHEN THERE ARE TWO RESIDENTS..	19
D. Pre-Existing Conditions	Error! Bookmark not defined.
1. Personal Care Units	20
A) SINGLE RESIDENT.	20
B) TWO RESIDENTS.....	20

2. Off-Site Skilled Nursing.....	21
E. Medical Insurance/Medicare and Supplemental Coverage	21
F. Release of Living Accommodation.....	23
G. RESIDENT’S FINANCIAL SCREENS.....	Error! Bookmark not defined.
H. INABILITY TO PAY FEES DUE TO FINANCIAL DIFFICULTY	23
I. TEMPORARY ABSENCES.....	25
ARTICLE VI. TERMINATION OF CONTRACT.....	25
A. Prior to Occupancy.....	25
1. Termination due to Death, Illness, Financial Condition or Unavailability.....	25
2. Termination by Resident.....	26
3. Occupancy.....	26
B. After Occupancy.....	26
1. Termination by Us.....	26
2. Termination by Resident.....	28
3. Termination by Death.....	28

C. Refund.....	29
D. Release of the Community.	29
E. Removal of Resident’s Property Upon Termination.....	29
ARTICLE VII. OTHER CONSIDERATIONS	30
A. Notices.....	30
B. Resident’s Covenant of Performance.	31
C. Attorney’s Fees.....	31
D. Pets.	31
E. Additional Occupants.....	31
1. Guests.	31
2. Other Parties.....	31
3. Live-in Caregiver.....	32
F. Marriage or Joint Living Arrangements.....	32
1. Two Residents.....	32
2. Resident and Non-Resident.	32

G. Termination of Shared Living Arrangement.....	32
1. Retention of the Same Living Accommodation.....	32
2. Transfer to an Alternate Living Accommodation.....	33
H. Change of Living Accommodation.....	33
I. Arrangements for Guardianship or Conservatorship.	33
J. Arrangements in Event of Death.....	34
K. Property Rights	34
1. Right of Entry.....	34
2. Ownership Rights; Subordination.....	34
3. Residential Purposes.	34
4. Responsibility for Damages.....	35
5. Insurance.....	35
L. Rules.....	35
M. Private Duty Care.....	35
N. Power of Attorney and Health Care Proxy	36

O. Non-Discrimination	36
P. Compliance with Laws.	36
Q. Circumstances Excusing Performance	36
R. Accuracy of Information.....	36
S. Confidentiality of Your Information	36
T. Personal Obligations of Residents.....	37
U. Waiver.....	37
V. Assignment.	37
W. Entire Contract.	37
X. Partial Illegality.	37
Y. Complaints.....	38
Z. Construction.....	38
AA.Joint and Several Obligations.....	38
BB.Non-Residents.	38
CC.Management Agent.....	38

DD.Arbitation Agreement.....	38
EXHIBIT A DEFINITIONS.....	410
EXHIBIT B ANCILLARY CHARGE SHEET	421
EXHIBIT C VOLUNTARY ARBITRATION AGREEMENT	432
APPENDIX A.....	49
APPENDIX B REFUND SELECTION.....	50

CONTINUING CARE CONTRACT

New Pond Village OpCo LLC (“We” or “Us”), a Delaware limited liability company that operates the retirement community known as New Pond Village (the “Community”), located in Walpole, Massachusetts, and _____ (“You”) have entered into this Continuing Care Contract (the “Contract”), effective on the ____ day of _____, 20__ (“Effective Date”).

YOU AND WE AGREE AS FOLLOWS:

ARTICLE I. GENERAL; DESCRIPTION OF THE COMMUNITY; REQUIREMENTS FOR ADMISSION

A. General; Definitions

This Contract describes the accommodations and other benefits you will receive from us, and the payments you will be required to make.

For your convenience, all defined terms in this Contract are listed and cross-referenced in Exhibit A to this Contract.

B. Description of Community

New Pond Village is located on over 19 acres at the corner of Bullard Street and Route 1A next to Willett Pond in Walpole, Massachusetts. It consists of Crosbey House and an adjoining building, Aldridge House, both of which contain resident suites and common area amenities. Outdoor space includes a walking trail, putting green and garden area.

1. Independent Living Units. The Community has 139 independent living suites located in Crosbey House. Each apartment home in Crosbey House is furnished with flooring, refrigerator and freezer, range, oven, microwave and dishwasher, and each has a designated dry storage area. Common areas in Crosbey House include a dining room,

a bistro and pub, an auditorium, library, lounges and activity rooms, fitness room, wellness center and administrative offices.

2. **Assisted Living and Memory Care Assisted Living.** A 15-unit (28 bed) memory care assisted living unit (the “Memory Care Unit”) is located on the first floor of Aldridge House. A 49 unit (56 bed) assisted living unit (the “Assisted Living Unit”) is located on the second and third floor of Aldridge House. Both units are certified by the Massachusetts Executive Office of Elder Affairs, as an assisted living unit or a special care unit (for the memory care units) under the applicable Massachusetts assisted living regulations. The Assisted Living Unit includes a dedicated dining room and activities rooms. The Memory Care Unit also includes a dedicated dining room, activities rooms and secure outdoor space.
3. **Skilled Nursing.** We offer a Skilled Nursing Benefit as outlined in Section IV.A.3 of this Contract. Although the Community does not operate a skilled nursing facility, we may in the future enter into arrangements with one or more skilled nursing facilities from time to time to provide priority admission to the extent allowable by law. We cannot guaranty admission to any skilled nursing facility.

C. Admission

You acknowledge that you received a disclosure statement regarding the Community and this Contract in accordance with M.G.L. Chapter 93, Section 76 (“Disclosure Statement”) on or before you signed the Reservation Agreement.

As conditions precedent to the execution of this Contract by us and as a condition of your occupancy of a Living Accommodation, you shall meet the following requirements to our satisfaction, subject to such exceptions as we may approve in writing:

1. **Financial.** On or after you signed the Reservation Agreement and paid us the Reservation Deposit for the Living Accommodation, you furnished information to us in the form of Exhibit C to the Reservation Agreement with respect to your financial resources, demonstrating to

our satisfaction that you have the financial ability to pay the Entrance Fee, the Monthly Fee, charges for Additional Services and Additional Personal Care Fees, each as hereinafter defined, and personal living expenses during the term of the Contract. You shall submit updated financial information in a form satisfactory to us not less than sixty (60) days prior to occupancy. We reserve the right to declare this Contract null and void if, based upon any information submitted by you, we determine that you do not meet the financial criteria for residency established by us.

2. **Age.** You, or one of you in the case of two persons, must be at least sixty-two (62) years of age on the date that you initially occupy the Living Accommodation at the Community. We reserve the right to make changes as to whom may occupy the Living Accommodation at any time to meet requirements of the laws and regulations of the United States, The Commonwealth of Massachusetts or any political subdivision thereof.
3. **Health.** Within fifteen (15) days of the date of the Reservation Agreement, you (or both of you, in the case of two persons) completed a Pre-Residence Personal Medical History and Examination Form, attached as Exhibit A to the Reservation Agreement, which information is full, accurate and truthful.

You (and both of you, in the case of two persons) must be able at all times to demonstrate to the Executive Director of the Community that you are capable of providing or arranging for your own health care and personal care needs while you reside at the Community. If you are unable or unwilling to accept necessary health and personal care, and/or pose a danger to yourself or others as determined pursuant to the procedures described in Section IV.C of this Contract, you shall not be accepted as a resident of the Community. We reserve the right to declare this Contract null and void if, based upon any information submitted by you, we determine that you do not meet the health criteria for residency established by us. This determination will be made by our Medical Personnel.

If our Medical Personnel determines that you have one or more Pre-Existing Conditions based on the criteria identified in Exhibit B to the Reservation Agreement, you and we may enter into this Contract but a stay in the Assisted Living Unit or Memory Care Unit may be required to be paid for on a per diem basis, in accordance with Section V.D of this Contract. In addition, we may not be required to provide you a Covered SNF Benefit for a stay in a skilled nursing facility pursuant to Section IV.A.3 of this Contract.

Note that if you (or one or both of you, in the case of two persons) do not qualify for Medicare as of the Effective Date, you and we may enter into this Contract but you would not be entitled to the Covered SNF Benefit (defined in Section IV.A.3 of this Contract) until such time as you qualify for Medicare. As of the date of such Medicare qualification, you would complete a second Personal Medical History and Examination Form, attached as Exhibit A to the Reservation Agreement, and our Medical Personnel would determine whether you have one or more Pre-Existing Conditions as of such date based on the criteria identified in Exhibit B to the Reservation Agreement. His determination would in turn govern your ability to receive the Covered SNF Benefit from and after such date of determination.

ARTICLE II. ACCOMMODATIONS AND FACILITIES

Your Living Accommodation. You have selected apartment number ____ (the “Living Accommodation”).

You and we agree that your Living Accommodation will be available for occupancy by you on _____, **20__**, unless you and we agree in writing to a later date (such date, the “Occupancy Date”). On the Occupancy Date, you will be allowed access for belongings or to personally inhabit the Living Accommodation under this Contract. Our delivery of keys to you shall be evidence of the availability of the Living Accommodation for your occupancy.

You shall have a personal and non-assignable right to reside in your Living Accommodation, subject to the terms of this Contract and Community rules. Your Living Accommodation will include a complete kitchen including self-cleaning

oven, microwave, range, garbage disposal, refrigerator and dishwasher; fully equipped bathroom(s); floor coverings; window treatments; an emergency call system in each bathroom; smoke alarms, and individually controlled heating and air conditioning units. We have the exclusive right to determine and select the type, style, design and color of these items. Washer and dryer units will either be located in the common areas or in your Living Accommodation, depending on the unit you have selected. There is also a designated storage area in the lower level of the Aldridge (A) or Crosbey (B) Buildings for your personal use. You may provide additional furnishings and small appliances, as long as their placement and use comply with the Community's safety standards. You agree, at our request, to remove any furnishings or appliances from your Living Accommodation that do not meet the safety standards of the Community.

We reserve the right to make changes to the Living Accommodation at any time to meet requirements of law or the lawful order or direction of the local or state Fire Marshal or other authorized public official. Any change to the Living Accommodation by us shall not be deemed a material change so long as any such change does not reduce the square footage of the Living Accommodation.

A. Utilities. Electricity, including heat and air conditioning, water, sewer and garbage collection are provided as part of your Monthly Fee benefits. The Living Accommodation is centrally wired for cable television and telephone. You will be responsible to pay for cable television and telephone service, if desired. Installation will be your responsibility.

B. Parking. If you own and are licensed to operate a motor vehicle that is registered to you, then you shall have access to one (1) reserved outdoor parking space solely for that registered motor vehicle at no additional charge, subject to our right to relocate your reserved outdoor parking space as we determine necessary or appropriate for purposes of Community operations. You will also be entitled to use non-reserved parking spots in the surface parking lot together with other residents, visitors and staff of the Community. Space will not be available for recreational vehicles. No vehicle maintenance, including, but not limited to, the changing of oil or other fluids, shall be permitted on the Community's property. The Community is not responsible for any loss or damage to cars parked on its property caused by others.

C. Modifications to your Living Accommodation. You will not make any structural or physical changes to your Living Accommodation without the prior written consent of the Community's Executive Director. You will be responsible for the cost of materials and labor required to make such changes. All such changes must be in compliance with applicable governmental codes and regulations. Any contractor you select to perform the alterations must demonstrate to us that the contractor is licensed and properly insured and has obtained any and all necessary permits. For your safety, you agree not to add, replace or modify, at any time, any locking devices to the Living Accommodation. Any agreement regarding improvements and any charges relating to such changes shall be in writing on a form that is acceptable to the Community and signed by the parties to this Contract.

You or your estate will also be responsible for restoring the Living Accommodation to its original configuration and condition, excepting normal wear and tear, when the Living Accommodation is vacated, unless we specifically grant you an exemption from this requirement in writing. Failure by you to so restore the Living Accommodation shall entitle the Community to undertake such restoration and to deduct the costs thereof from the refundable portion of your Entrance Fee.

D. Community Facilities. You are entitled, in common with and on the same terms as other Community residents, to use the Community's common grounds and facilities in accordance with Community rules. Community rules in effect at the time of execution of this Contract are set forth in the Resident Handbook, a copy of which is provided to you when you sign this Contract. The Resident Handbook may be amended by us from time to time.

E. Property Protection. You agree to keep your Living Accommodation clean and orderly, to be conscientious about conserving energy and not to permit misuse of or damage to your Living Accommodation.

ARTICLE III. SERVICES

During your occupancy of The Living Accommodation at the Community, we will provide you with the services described below in consideration of payment of the Monthly Fee.

A. **Meals.** You shall be entitled to one meal per day for dinner in the Community dining room or bistro or carry-out dinner service, subject to a total monthly meal cap per person equal to the number of days in the month (e.g. 31 meals in January; 30 meals in November). Additionally, you may use your credits towards other meal offerings at the community. A full lunch for 1 credit, a light lunch for ½ credit, and breakfast for ½ credit are also available options. Additional meals and guest meals are available for an additional charge.

There shall be no credit against Monthly Fees for unused meals, except if you are to be absent from your Living Accommodation for more than fourteen (14) consecutive days. You will receive a credit against your Monthly Fee for meals after the fourteenth day of absence, in amounts set from time to time by the Executive Director, provided that you first give written notice to the Executive Director at least five (5) days prior to your absence. Meal credits do not apply when you are receiving care in the Assisted Living or Memory Care Unit of the Community. Meal credits may not be transferred to other residents but may be used to cover meals for your guests during the same calendar month (subject to reasonable limitations applicable to holidays set forth in the Resident Handbook).

B. **Housekeeping.** On a bi-weekly basis, we will perform light cleaning services in your Living Accommodation, including vacuuming; dusting; cleaning the kitchen and bathroom; and changing bed linens. We will perform inside window washing; carpet shampooing, patio/balcony cleaning and other similar heavy cleaning periodically, as determined by the Executive Director. If you do not maintain the Living Accommodation in a clean, sanitary and safe manner, after written notice to you, the Community will have the right to provide any and all necessary additional housekeeping services and you agree to pay all reasonable charges for such services. Additional housekeeping services are available for an additional Fee (See Attachment B - Ancillary Charge Sheet)

C. **Maintenance and Repair.** We will perform necessary repairs, maintenance, and replacement of Community property and equipment located in your Living Accommodation. Except in an emergency, such services will be provided during normal working hours, Monday through Friday. We will have the right to charge you for any repairs, maintenance or replacement required as a result of the negligence or intentional acts of you or your agents, employees or guests. You are responsible for maintaining, repairing and replacing your personal property.

D. Emergency Call Service. Your Living Accommodation is equipped with an emergency call system by which you can contact Community personnel or our agents 24 hours a day, seven days a week. Through our concierge desk, we provide 24/7 personnel to assist in security response.

E. Security. Each building entrance has a security access system that is monitored by security personnel or by electronic devices.

F. Buildings and Grounds. We will maintain all Community buildings, common areas and grounds, including lawns, walkways, and driveways. Landscaping and decorative plantings will be provided and maintained by us as we deem appropriate.

G. Transportation. We will provide scheduled local transportation within a five-mile radius) to designated shopping, banking, planned group events, medical facilities and other local destinations on a regularly scheduled basis. Details about scheduling transportation may be found in the Resident Handbook. We can also provide assistance with setting up private transportation if required. Additional fees may apply. If you need escorted transportation, our Signature Services Program may be utilized for an additional Fee. The Community is unable to transport motorized carts on a community vehicle due to the inability to properly secure the various brands and types of motorized carts. The Community's vehicles will also not transport oxygen cylinders except for certain personal cylinders. Please speak with the Executive Director for more information.

H. Social and Recreational Programs. We will coordinate a variety of on and off-campus social, recreational, educational and cultural programs.

I. Fitness Center. You shall be entitled to complete use of the Fitness Center during posted hours of operation, subject to any restrictions placed on your usage by your personal physician and upon our receipt of a signed physician's clearance form that we will provide to you upon your request.

J. Additional Services. The services listed above are included as benefits, with no additional charge except as noted, under this Contract. We may, in our sole discretion, provide or make available other services requested by you in the future. Additional services ("Additional Services") for which there will be an

additional fee (“Additional Fee”) are set forth in the Ancillary Charge Sheet attached as Exhibit B. Such Additional Fees may be increased, and the nature and scope of any services may be adjusted from time to time by us.

ARTICLE IV. HEALTH CARE SERVICES

A. Health Care Services. During the term of this Contract, the Community agrees to make available to you certain health and related services, subject to the payment of certain fees as more fully described in Article V, your compliance with the specific requirements for such services, and your continuing coverage consistent with the health insurance requirements provided in Section V.E. of this Contract. Those services described in Sections IV.A.2 and IV.A.3 of this Contract are hereafter collectively referred to as “Covered Services”. The Community shall bear the costs of Covered Services except as otherwise provided in this Contract and only to the extent such costs are not covered or paid by the Resident’s health insurance, and the Community’s obligation shall be secondary to the obligations of any insurer, as hereinafter provided.

1. **Wellness Center.** We will arrange for a third party to operate a Wellness Center for our residents. During designated drop-in hours or at an appointment scheduled by you, the Wellness Center will provide a range of services, including:

- Vital sign checks for non-emergent situations;
- Provision of minor first-aid;
- Nursing consultation on health issues and service coordination;
- Communication with your physician.

All services provided shall be on a fee-for-service basis (which may consist of a monthly fee), at rates established by the operator of the Wellness Center.

2. **Assisted Living Unit and Memory Care Unit.** The Community offers Assisted Living Services including memory care.

The following description of services applies to the Assisted Living Unit and the Memory Care Unit (together with the Assisted Living Unit, the “Personal Care Units”):

The Personal Care Units are staffed twenty-four (24) hours a day, seven (7) days a week and provide assisted living services and specialized memory care assisted living services (collectively “Personal Care Services”).

Personal Care Services consist of either a private studio or semi-private assisted living unit or a semi-private memory care unit (as the case may be) and board; assisted living or memory care assisted living services (as the case may be); and an emergency call system. Please note that Additional Personal Care Fees may apply, depending on the level of assisted living and memory care assisted living and the additional items specified in Section V.C.1 of this Contract.

As part of the admissions process to the Assisted Living Unit or Memory Care Unit, you agree to sign a separate Assisted Living or Memory Care Assisted Living Addendum to this Contract, as appropriate. The services you will receive in the Assisted Living Unit or Memory Care Unit, as applicable, and certain additional rights, obligations and charges will be set forth in such Addendum.

3. **Skilled Nursing Benefit.** During the term of this Contract, except as set forth in Section V.D.2 with respect to Pre-Existing Conditions, we will pay on your behalf a maximum amount of Two Thousand Dollars (\$2,000) during any ninety (90) day period (which amount may be increased from time to time in our discretion) for stays in a skilled nursing facility selected by you (such benefit, a “Covered SNF Benefit,” and any such stay, a “Covered SNF Stay”). During your Covered SNF Stay, you will pay us the same fees that you would have paid had you remained at the Community, including any Additional Fees if applicable and any Additional Personal Care Fees that may be

applicable during an absence if you are then residing in the Assisted Living Unit or Memory Care Unit. With respect to any Covered SNF Stay, we shall not be responsible for paying for any health care or other services that are expressly excluded by Section IV.A.5 of this Contract, including but not limited to, medical or hospital services, and care by your personal physicians or private duty personnel. Benefits under this Section are supplemental to Medicare and any other governmental or private health insurance benefits for which you are eligible. You agree to diligently apply for and exhaust all governmental benefits before seeking any benefits under this Section. Benefits under this Section may not be accessed prior to exhausting any private health insurance benefits.

4. **Assisted Living Services in Your Living Accommodation.** Assisted living services are also available through a provider of your choice or one or more other licensed home health care agencies with which we have an arrangement and/or through our licensed Signature Services Personal Care Unit personnel in your Living Accommodation for an additional charge. Assisted living services in your Living Accommodation are not Covered Services under this Contract. If you wish to receive these services, you agree to sign a separate contract with the third-party provider for such services and fees for such services or, if we provide such services, an Addendum to this Contract, regarding the services you will receive and the fees for those services.
5. **Services Not Provided.** Except as otherwise expressly provided in this Contract, you shall be solely responsible for the cost of all health-care related services other than Covered Services, including, without limitation, physician services; inpatient and outpatient hospital services; laboratory and diagnostic services not rendered in connection with a Covered SNF Stay; audiological tests and hearing aids; eye glasses and refractions; dentistry, dentures, dental inlays and oral surgery; orthopedic appliances and other durable medical equipment; physical therapy; prescription medications; podiatry; professional care for psychiatric disorders; treatment for alcohol or drug abuse; renal dialysis and organ transplants; and skilled nursing services except to the extent covered by the Covered SNF Benefit described in Section IV.A.3 of this Contract. 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. Some or all of the non-Covered Services may be covered by Medicare or your other health insurance. In addition, assisted living, memory care assisted living or nursing services (in the case of a Covered SNF Stay) do not include one-on-one care or companionship. You agree that any such care shall be provided at your expense.

B. Unavailability of Assisted Living or Memory Care Unit Bed Space. If a bed in the Assisted Living or Memory Care Unit, as applicable, is not available for you when needed, we will arrange for comparable services for you at an appropriate assisted living or memory care assisted living facility off the Community campus (“Off-Site Facility”) determined by us. This Off-Site Facility may in our sole discretion be managed by Benchmark Senior Living. Your stay at such Off-Site Facility will be subject to the same payment rules as if you were residing in the Assisted Living or Memory Care Unit, as applicable, including the Off-Site Facility’s seeking reimbursement from Medicare or any other third-party payor. During your stay in the Off-Site Facility, you will pay us the same fees and any applicable Additional Fees and Additional Personal Care Fees as you would have paid if you had been admitted to the Assisted Living or Memory Care Unit, as applicable. You shall have the right, on a priority basis, to return to the Assisted Living or Memory Care Unit, as applicable, as soon as appropriate space is available; if you choose not to return, you shall thereafter be fully responsible for all costs associated with your stay at the Off-Site Facility, as well as your regular Monthly Fees until the Contract is terminated and you vacate your Living Accommodation at the Community.

C. Moving Within the Community or to an Off-Site Facility Based on Care Needs. You agree that you will move to the appropriate setting within the Community or to an off-site skilled nursing facility upon 30 days’ written notice (or lesser notice in an emergency) and in accordance with procedures set forth under applicable Federal and state law, if your continued occupancy of your Living Accommodation or other accommodation within the Community is no longer appropriate for your care needs due to either improvement in or adverse changes to your mental or physical condition. As examples, your Living Accommodation is not appropriate for occupancy by you if you require 24-hour nursing care, assisted living services that include 24-hour assistance, transfers requiring the assistance of two persons or other personal or health care services ordinarily not available at home; if your behavior is disruptive to other residents; if you are confused and attempt to leave the Community without supervision; or are otherwise unable to care

or have proper care provided for yourself. Please also review the sections of the Assisted Living and Memory Care Addendum to this Contract regarding appropriateness for continued residence within each such level of care at the Community. You further agree that you will move, on a temporary or permanent basis, to an off-site facility that provides treatment for mental disorders if the need for such transfer is certified by two physicians, or one physician and one psychologist. You will be responsible for all costs associated with your stay at such off-site facility.

The Community's care team, jointly led by the Executive Director and Medical Personnel, and (except in an emergency) in consultation with you, your family representative, if any, or your physician and in accordance with procedures set forth under applicable law, makes determinations based on its criteria for evaluation and placement about the following: (i) what level of care is most appropriate; (ii) whether such care will be provided in your Living Accommodation, the Assisted Living Unit, the Memory Care Unit or an off-site skilled nursing facility; and (iii) whether any relocation for such care is temporary or permanent. The decision of the Community's care team after any such consultation will be final.

You may make arrangements to have care provided in your Living Accommodation as discussed in Section IV.A.4 above, subject to our approval and the limitations described above.

Without limiting our rights under Section VI.B.1 of this Contract, you agree that, in an emergency, if your mental or physical condition presents a danger to you or to others, as determined by us in our sole discretion, we will arrange for private duty care in your Living Accommodation through third-party caregivers or our own caregivers at your expense until other appropriate arrangements can be made.

ARTICLE V. FINANCIAL ARRANGEMENTS

A. Entrance Fees

1. **Amount of Entrance Fees.** The Primary Entrance Fee for your Living Accommodation is \$ **Insert Amount** ("**Primary Entrance Fee**"). The Second Person Entrance Fee for your Living Accommodation is

\$Insert Amount (“Second Person Entrance Fee”), if applicable. Your Total Entrance Fee is \$ **Insert Amount** (“Total Entrance Fee” or “Entrance Fee”).

2. **Payment Schedule.** The Total Entrance Fee shall be paid in the following manner:

- a) Prior to signing this Contract, pursuant to a Reservation Contract dated [Click or tap to enter a date.](#) you paid us a Reservation Deposit of 10% of the Primary Entrance Fee in the amount of:

\$ Insert Amount

This Reservation Deposit will be held in escrow and released to our general operating funds when your Living Accommodation becomes available for occupancy by you.

- b) Prior to the Occupancy Date, you agree to pay us the remainder of the Total Entrance Fee, in the amount of:

\$ Insert Amount

3. **Our Use of Funds.** Prior to the Occupancy Date, your Entrance Fee will be held in a segregated account and both your Entrance Fee and any interest thereon (less any costs incurred by us as specified in Section VI.A) shall be returned to you if this Contract is terminated pursuant to Section VI.A hereof. From and after the Occupancy Date, the Entrance Fee will not be held in segregated accounts and both your Entrance Fee and any interest earned thereon may be used by us for such purposes as we deem necessary or desirable. The funds will be invested and secured in a manner we deem appropriate to enable us to fully perform our obligations under continuing care contracts including this Contract to provide continuing care to residents at the Community.
4. **Application of Funds.** The Primary Entrance Fee shall be refundable in accordance with Section VI.C. of this Contract and Appendix B to this Contract entitled “Refund Selection”. Except as otherwise

required by law, the entire Second Person Entrance Fee shall be **NON-REFUNDABLE**.

If two persons are parties to this Contract, your right to a partial refund of the Entrance Fee (if applicable) occurs only when this Contract is terminated by both of you or upon the death of the second person and when the other conditions specified in Section VI.C. of this Contract have been met. If the refund is paid after the death of the second person, the refund will be paid to the second person’s Estate or to any person(s) to whom you have assigned your right to a refund under the Contract. You may assign your right to a refund only with our written approval. Please take these requirements into account when making your personal financial and estate planning arrangements.

B. Monthly Fees

1. **Amount of Monthly Fee.** You will pay us a monthly fee based on single occupancy of your Living Accommodation (“Primary Monthly Fee”) and an additional second person monthly fee if a second person also occupies your Living Accommodation (“Second Person Monthly Fee”).

Your Primary Monthly Fee shall be _____ Dollars
(\$Insert Amount).

Your Second Person Monthly Fee shall be _____ Dollars
(\$Insert Amount).

Your Total Monthly Fee shall be _____ Dollars
(\$Insert Amount).

2. **Payment of Monthly Fee.** Commencing on the Occupancy Date, you will begin payment of the Total Monthly Fee (also referred to in this Contract as your “Monthly Fee”). The Monthly Fee shall be payable in advance on or before the first (1st) day of each month throughout the term of this Contract and will be deemed paid when received by us. The Monthly Fee for the first and last months of the Contract shall be

prorated based upon the number of days in each month. The Monthly Fee is not rent but is consideration for services provided to you hereunder.

3. **Adjustments.**

- a) We may adjust your Monthly Fee annually, on a predetermined date. Your Monthly Fee shall not be adjusted without at least thirty (30) days written notice to you, which notice shall include an explanation of such adjustments. Any increase in the Monthly Fee from year to year will be determined by us in our sole discretion after evaluating the Community's operating and other costs and other financial considerations.
- b) Upon at least thirty (30) days written notice to you, which notice shall include an explanation of such adjustments, we may make an additional adjustment to the Monthly Fees more than once per calendar year only if there is an aggregate projected increase in one or more elements of the Community's operating and capital budget (including without limitation, water and sewer fees, rubbish removal, real estate assessments, betterments and improvement assessment, and property and liability insurance premiums) during the calendar year of more than five percent (5%).
- c) A table showing the frequency and average dollar amount of each increase in the Monthly Fees at the Community for the previous five (5) years of operation is attached as Appendix A. You agree that in the event of a Monthly Fee adjustment, you will pay the adjusted Monthly Fee.
- d) If two persons have entered into this Contract, your Total Monthly Fee shall be adjusted upon the death of one Resident to be equal to the Primary Monthly Fee, as adjusted pursuant to this Section V.B.3.

4. **Additional Services.** You will be billed for Additional Services either at the time they are rendered or at the time you are billed for your Monthly Fee. The payment procedure for Additional Fees shall be the same as for your Monthly Fee, including the imposition of late payment charges and interest on late payments.

5. **Penalty and Interest for Late Payment.** We reserve the right to impose a late payment charge and to assess interest at the rate of one and one-half percent (1.5 %) per month for all balances which remain unpaid thirty (30) days after the date on which they are due. Any account balances, including late payment charges and interest, that remain unpaid when this Contract is terminated shall be deducted from any Entrance Fee Refund owed to you or your estate or designee under this Contract and any remaining unpaid amount shall become a lien against your assets or estate.

C. **Personal Care Fees and Charges**

1. **Covered Services; Additional Personal Care Fees.** The following personal care and related services are **Covered Services** that will be provided to you for your Monthly Fee, subject to the other terms of this Contract:

- Assisted living personal care services up to and including Level I assisted living services, which include general supervision, cuing and reminders, and minimal physical assistance with activities of daily living (bathing, dressing, etc.).
- Harbor Care Plan memory care assisted living services, which include general supervision, cuing and reminders, and minimal physical assistance with activities of daily living.
- Level I Medication Management. For those residents in our Assisted Living Unit, Level I Medication Management includes assistance (such as reminders) for residents who are able to self-administer their oral prescription or over-the-counter medications, up to twice-daily. Level I Medication Management in our Memory Care Unit includes assistance with medications and/or administration of medications up to three times per day.

“Additional Personal Care Fees” shall apply for the following personal care and related services, which are not Covered Services under this Contract:

- Traditional assisted living services in our Assisted Living Unit above Level I;
- specialized memory care in our Memory Care Unit above the Harbor Care Plan;
- Medication assistance or administration above Level I Medication Management;
- Continence management packages;
- A private unit in our Memory Care Unit (subject to availability); and
- Other incidental fees listed in the Assisted Living and Memory Care Assisted Living Addendum and attached Fee Schedules.

Please refer to the Assisted Living or Memory Care Addendum for descriptions and current pricing of our personal care service plans and packages.

If at any time we change the designation or configuration of one or more personal care service plans or packages, the Assisted Living or Memory Care Addendum will be modified to reflect the new designations or configurations and the determination of whether Additional Personal Care Fees apply shall be made on a basis intended to provide you with the same benefits specified under this Contract.

Additional Personal Care Fees may be increased at any time upon thirty (30) days written notice to you.

2. **Temporary Stay.** If you move from your Living Accommodation into a Personal Care Unit for less than thirty (30) days during any ninety (90) day period ("Temporary Stay"), you will continue to pay your

Monthly Fee plus any other applicable Additional Fees and Additional Personal Care Fees.

3. **Extended Stay.** If you reside in a Personal Care Unit for longer than a Temporary Stay (“Extended Stay”), the fees shall be as follows:

a) Single Resident Requiring Extended Stay.

If you move to a Personal Care Unit on an Extended Stay basis, your monthly charges will depend upon whether you choose to release your Living Accommodation:

- i) If you choose to release your Living Accommodation for occupancy by someone else, you will pay your Primary Monthly Fee, plus any applicable Additional Fees and Additional Personal Care Fees.
- ii) If you choose not to release your Living Accommodation, you will pay two times the Primary Monthly Fee, plus any applicable Additional Fees and Additional Personal Care Fees.

b) Extended Stays When There are Two Residents.

If there are two persons under this Contract, and one of you moves to a Personal Care Unit on an Extended Stay basis, you will pay the Monthly Fee plus any applicable Additional Fees, and any Additional Personal Care Fees. This requirement also applies if a second person is occupying your Living Accommodation as a non-resident. If both of you under this Contract move to a Personal Care Unit on an Extended Stay basis, your monthly charges will depend upon whether you choose to release your Living Accommodation:

- i) If you choose to release your Living Accommodation for occupancy by someone else, you will pay your Monthly Fee plus any applicable Additional Fees and Additional Personal Care Fees.

- ii) If you choose not to release your Living Accommodation, you will pay your Monthly Fee plus any applicable Additional Fees and Additional Personal Care Fees as described in (i) above, plus an amount equal to the Primary Monthly Fee for your Living Accommodation.

D. Pre-Existing Conditions

1. **Personal Care Units.** In the event (i) you are admitted to a Personal Care Unit as a result of one of the Pre-Existing Conditions identified in Exhibit B to the Reservation Agreement, (ii) you have a Pre-Existing Condition designated as Category C and you are admitted to a Personal Care Unit for any reason, or (iii) your Pre-Existing Condition(s) have not been under Continuous Treatment and Control (as defined in Exhibit B to the Reservation Agreement) and you are admitted to a Personal Care Unit for any reason, your stay will be paid for on a per diem basis, as follows:

- a) **Single Resident.** In lieu of the Monthly Fee you shall pay the prevailing Personal Care Unit per diem rate (the “Per Diem”), plus any applicable Additional Personal Care Fees and Additional Fees. The Per Diem shall be an amount equal to (i) ninety percent (90%) of the Basic Residency Fee established at such time for the applicable Unit and (ii) the standard rates established at such time for Personal Service Plans and Packages that you receive in the applicable Personal Care Unit, as well as any a la carte and additional services you choose.

All such fees and expenses will be listed in the Assisted Living or Memory Care Addendum for Fee-for-Service/Per Diem Residents to this Contract. If you reside in a Personal Care Unit on an Extended Stay basis and do not release your Living Accommodation, you will also pay the Primary Monthly Fee in addition to the other fees described in this Subsection V.D.1.

- b) **Two Residents.** If there are two of you under this Contract and one of you whose Pre-Existing Condition has given rise to Per Diem fees

moves into a Personal Care Unit, you shall pay the Per Diem plus the Primary Monthly Fee, plus any Additional Personal Care Fees and Additional Fees as applicable. This requirement also applies if a second person is occupying your Living Accommodation as a non-resident, except that full market rates shall apply to any non-resident's stay in a Personal Care Unit.

(ii) If both of you under this Contract move into a Personal Care Unit on a Temporary Stay basis or on an Extended Stay and release your Living Accommodation, you shall pay two times the Per Diem (or one Per Diem plus the Primary Entrance Fee and any Additional Personal Care Fees, if only one of you has a Pre-Existing Condition that has given rise to Per Diem fees), plus any applicable Additional Fees.

(iii) If both of you move into a Personal Care Unit on an Extended Stay basis and do not release your Living Accommodation, you will also pay the Primary Monthly Fee in addition to the two Per Diems (or one Per Diem plus an additional amount equal to the Primary Entrance Fee and any Additional Personal Care Fees, if only one of you has a Pre-Existing Condition that has given rise to Per Diem fees hereunder) and any Additional Fees.

2. **Off-Site Skilled Nursing.** In the event (i) you are admitted to a skilled nursing facility as a result of one of the Pre-Existing Conditions identified in Exhibit B of the Reservation Agreement, (ii) you have a Pre-Existing Condition designated as Category C and you are admitted to a skilled nursing facility for any reason, or (iii) your Pre-Existing Condition(s) have not been under Continuous Treatment and Control and you are admitted to a skilled nursing facility for any reason, we will have no obligation to provide a Covered SNF Benefit for any portion of your skilled nursing facility stay pursuant to Section IV.A.3 of this Contract, and the provisions of Section V.I. regarding your payment obligations to us during temporary absences shall apply.

E. Medical Insurance/Medicare and Supplemental Coverage

If you are sixty-five (65) years of age or older, you will obtain and maintain in force at your cost Medicare Part A, Part B and Part D, or insurance coverage under

a public or private insurance plan that we deem acceptable to us. In addition, by the Occupancy Date, you will obtain and thereafter maintain either a supplemental insurance policy to pay Medicare co-insurance and deductible amounts or a Medicare Advantage Plan. If you are less than sixty-five (65) years of age, you will obtain medical insurance coverage that we deem equivalent to the coverage described in this Section V.E. We maintain the right to request proof of coverage from time to time.

Should you fail to arrange for health insurance coverage and/or government program benefits, then after your receipt of written notification from us, you hereby authorize and appoint us, or our designee, as your attorney-in-fact with full powers of appointment, to make application but without the obligation to do so, for such health insurance and/or government program benefits on your behalf, to pay any premiums required to obtain such health insurance, and to bill the cost of such health insurance premiums and related fees to you on your monthly statement, and further agree to execute any necessary documents to effect any of the foregoing.

The Monthly Fee is charged for all services provided pursuant to this Contract and is not in lieu of health insurance benefits (including benefits which may be available from Medicare or other third-party payor). Any amounts paid or owing to you from any of the above Medicare, federal, state, municipal, private, or supplemental health insurance plans for services rendered to you by us shall be paid to us. You will seek diligently to obtain all reimbursements, payments, proceeds or other benefits available under such plans or programs and authorize us to take such action as may be required to obtain and recover same. Our receipt of such amounts, if applicable, shall not reduce your obligation to pay all applicable Monthly Fees, Additional Fees and Additional Personal Care Fees to us hereunder.

F. Release of Living Accommodation

In the event you release your Living Accommodation because of a move to a Personal Care Unit, we shall have the right to make your Living Accommodation available to another prospective resident of the Community.

G. Resident's Financial Screens

You have participated in our financial screening process. As part of that process you provided a list of your total assets and all sources of income, which is attached to the Reservation Agreement as Exhibit C. You agree that as a condition of residency in the Community, you will provide on an annual basis an update of all financial information contained the Confidential Financial Statement on forms to be provided by us. You further agree not to intentionally transfer or deplete your assets to an extent that could impair your ability to pay all amounts due under this Contract.

H. Inability to Pay Fees Due to Financial Difficulty

a) General. Without in any way limiting our right to terminate this Contract in accordance with Article VI, Section B.1, your Contract will not be terminated solely by reason of your financial inability to pay the fees required under this Contract, so long as you establish facts to justify deferment of such fees and when deferment of such fees can, in the our sole discretion, be granted and continued without impairing our ability to operate the Community on a sound financial basis for the benefit of all residents (financial inability, subject to such limitations, "Financially Unable to Pay").

In determining whether you establish facts to justify deferment of fees, we will consider factors such as and including, but not limited to, whether you submitted accurate and complete financial information upon application to the Community; whether you made gifts of your property or transferred it other than to meet ordinary and customary living expenses after the date of this Contract which impaired your ability to meet your financial obligations; whether you have failed to maintain your Medicare Part A, Part B and/or supplemental insurance coverage; and whether you have breached any of your other obligations to us.

Any fees that are deferred if you are Financially Unable to Pay or that are paid on your behalf from any source that we may establish for this purpose in our sole discretion, and any applicable late fees and interest, shall be deducted from any refund owed to you or your estate under this Contract and (except for any and all Per Diem Fees) shall be forgiven to the extent that they exceed such refund. At our request, you agree to enter into a special financial assistance amendment to this Contract at the time of any such deferrals to reflect the deferred charges currently payable and any interest rate to be applied to such deferrals.

In such circumstances, (x) if requested by the Executive Director, you will agree to move to a Living Accommodation with a lower associated Entrance Fee and Monthly Fees (and any amounts otherwise due to you under Section VII.H of this Contract would be retained in escrow to offset your financial obligations under this Contract) and (y) you will release your Living Accommodation if you (both of you, if there are two residents in a Living Accommodation) move to a Personal Care Unit on an Extended Stay. During such time as you are Financially Unable to Pay, we shall have no obligation to provide a Covered SNF Benefit with respect to any stay in a skilled nursing facility pursuant to Section IV.A.3 of this Contract.

b) Per Diem Fees – Residents with Pre-Existing Conditions. Notwithstanding the foregoing, if you are Financially Unable to Pay the Per Diem and Additional Fees associated with a Per Diem stay in a Personal Care Unit, then we will have the right to terminate the Contract pursuant to Article VI, Section B.1 (but, if you have selected the 90% refundable Entrance Fee option, only if the Per Diem and associated Additional Fees and Additional Personal Care Fees deferred on your behalf exceed the refund due to you or your estate under the Contract). If there are two of you and only one of you has a Pre-Existing Condition for which you incur Per Diem Fees that you are Financially Unable to Pay, then we shall have the right to terminate the Contract with respect to the resident whose Pre-Existing Condition has given rise to the Per Diem fees but not with respect to the other resident (provided that there shall be no Entrance Fee refund with respect to such Contract, to the extent it was used to subsidize unpaid fees).

c) Guaranties. This Section H is not applicable if, to initially qualify for residency at the Community, a third party(ies) with adequate resources agreed in writing, prior to your acceptance for residency, to guaranty payment of your obligations under the Contract.

I. Temporary Absences

If you are temporarily absent from the Community for any reason, including for medical reasons such as hospitalization, a Covered or a non-Covered SNF Stay, or a transfer to an Off-Site Facility, your right to occupy the Living Accommodation will continue, and your payment obligations under this Contract will continue to apply.

ARTICLE VI. TERMINATION OF CONTRACT

A. Prior to Occupancy

1. Termination due to Death, Illness, Financial Condition or Unavailability.

- a) If you die (or if there are two Residents who are parties to this Contract and both die) prior to assuming occupancy of The Living Accommodation or due to illness you cannot live independently and do not assume occupancy, then this Contract shall automatically terminate. If Resident is two (2) persons, and only one (1) person dies, the other person shall have the right to terminate this Contract without penalty.
- b) If your financial condition changes prior to assuming occupancy to the extent that, in our opinion, you will be unable to meet your financial obligations under this Contract, then we may terminate this Contract by written notice to you.
- c) If the Living Accommodation is not available for occupancy on the Occupancy Date, the Contract shall be deemed automatically canceled unless otherwise agreed upon in writing by you and us. If the Living Accommodation is ready pending additional modifications that you have requested, the Living Accommodation is deemed “available” as it relates to this section.
- d) Within thirty (30) days after termination of this Contract pursuant to Sections a., b. or c. directly above, we shall refund to you or your

Legal Representative all amounts paid to us by you, plus any applicable interest, less any costs specifically incurred by us at your written request and set forth in a written addendum to this Contract signed by you.

2. **Termination by Resident**

- a) At any time prior to assuming occupancy of the Living Accommodation, you may terminate this Contract without cause, upon written notice to us.
- b) If the Living Accommodation is available for occupancy on the Occupancy Date, your failure to occupy the Living Accommodation on the Occupancy Date may be deemed a termination of this Contract by you unless an extension of the Occupancy Date has been agreed to in writing by you and us.
- c) Within thirty (30) days after your termination of this Contract pursuant to Section 2.a. and b. above, we will refund to you or your Legal Representative all amounts you have paid to us, plus any applicable interest, less: (i) any costs specifically incurred by us at your written request and set forth in a written addendum to this Contract signed by you and (ii) an administrative charge of one percent (1%) of the Total Entrance Fee.

3. **Occupancy.** For purposes of this Article VI, the terms “occupancy” and “assuming occupancy” shall include (i) your residence in the Living Accommodation or (ii) your acceptance of the keys to the Living Accommodation and taking any actions to evidence possession thereof, including moving any of your belongings into the unit or accessing your unit (either directly or by your agents) to evaluate, decorate, renovate or customize your Living Accommodation.

B. **After Occupancy.**

1. **Termination by Us.** We may terminate the Contract at any time after you assume occupancy of your Living Accommodation for good and

sufficient cause. Good and sufficient cause shall include, but not be limited to, any of the following:

- a) Subject to Article V, Section H, of the Contract, failure to pay when due, any fees or charges due under this Contract.
- b) Conduct by you that constitutes a danger to yourself or others.
- c) A material breach of the terms and conditions of this Contract.
- d) Failure or refusal to move to the appropriate Personal Care Unit or to an appropriate Off-Site Facility in accordance with Section IV. C. of this Contract.
- e) Intentional transfer or depletion of assets to an extent that could impair your ability to meet your financial obligations under this Contract.
- f) Repeated conduct by you that interferes with the quiet enjoyment of the Community by other residents.
- g) Failure or refusal to comply with Community rules set forth in the Resident Handbook, as it may be amended from time to time.

In the event of termination under this Section VI.B.1, items b – g above, except as provided below, we will give you written notice of the cause of termination and you will have thirty (30) days thereafter within which to correct the problem. If the problem is corrected to our satisfaction within such time, this Contract shall not then be terminated. If the problem is not corrected to our satisfaction within the thirty (30) day period, this Contract will be terminated sixty (60) days after the original notice of termination. However, if we determine that either the giving of notice or the lapse of time as above provided might be detrimental to you or other residents or staff of the Community, or if we determine that the problem constituting cause for termination cannot be cured, then any notice and/or waiting period prior to termination shall not be required.

In the event of termination for non-payment, you will be given thirty (30) days written notice of termination and you will have thirty (30) days from the date of the notice to bring your account current.

On or before the date of termination, you shall move from the Community and vacate the Living Accommodation. You shall remain obligated to pay the Monthly Fee until you have vacated the Living Accommodation and removed all of your personal property from the Living Accommodation.

If this Contract is terminated by us pursuant to this Section VI.B.1, you shall be entitled to receive a refund of a portion of the Entrance Fee in accordance with Section VI.C below.

2. **Termination by Resident.** You have the right at any time after assuming occupancy of the Living Accommodation to terminate this Contract by delivering to us a written notice of termination. The written notice need not cite any reason for the termination but shall specify a date of termination which shall not be less than (i) sixty (60) days after the date the notice is given, if termination is due to a permanent move to an Off-Site Facility or off-site skilled nursing facility, or (ii) one hundred twenty (120) days after the notice is given, in all other cases.

On or before the date of termination, you shall move from the Community and vacate your Living Accommodation. Following the termination date, you shall remain obligated to pay the Monthly Fee until the later of: (x) the date on which you have vacated the Living Accommodation and removed all of your personal property from it or (y) the date specified in your written notice of termination.

If you terminate this Contract pursuant to this Section VI.B.2, you shall be entitled to a refund of a portion of the Entrance Fee in accordance with Section VI.C below.

3. **Termination by Death.** This Contract shall terminate upon your death, or, if there are two Residents who are parties to this Contract, upon the death of the surviving Resident. Monthly Fees shall continue to be due hereunder until all of your personal property is removed from the Living Accommodation or Personal Care Unit, as applicable.

If this Contract is terminated by your death, your estate or designee shall be entitled to a refund of a portion of the Entrance Fee in accordance with Section VI.C below. If you do not wish to have such amount paid to your estate upon your death (or death of the surviving Resident if there are two of you), you may choose to assign your right to repayment of a portion of the Entrance Fee to a trust or other person designated by you by completing an Assignment of Refund Payment in the form we will provide to you upon your request and providing it to Us. In the absence of any agreement between Residents of a double-occupied Living Accommodation which has been provided to New Pond Village, then the portion of the Entrance Fee refund will be repayable to the estate of the last surviving Resident.

C. Refund. Your refund upon termination of this Contract after occupancy of the Living Accommodation is governed by Appendix B – Refund Selection. Please review Appendix B carefully, make a selection of refund type and sign Appendix B.

D. Release of the Community. Upon the termination of this Contract, we and all of our affiliates will be released from any and all obligations to you except for the obligation to pay any Entrance Fee Refund due hereunder.

E. Removal of Resident's Property Upon Termination. In the case of your death, we shall release all your property to the person(s) designated by you in writing to receive it, or if no such person(s) shall have been designated, then to your executor or administrator, or if no executor or administrator qualifies within thirty (30) days of your death, then to your next of kin.

Your personal property shall be removed from your Living Accommodation or accommodation in the Personal Care Unit, if applicable, on or before the termination date; provided that in the case of your death (or if there are two Residents who are parties to this Contract, upon the death of the surviving Resident), the persons specified in the previous paragraph must remove all personal property from the Living Accommodation, within one month of death, unless special arrangements are made with us in writing.

If your personal property is not removed as provided above, we have the right to remove and store it at your expense for up to six (6) months, after which time it may be sold and the proceeds (less expenses) credited to your account.

Payment of your Monthly Fee shall continue to be due on a prorated basis until your property is removed from your Living Accommodation or your accommodation in the Personal Care Unit, if applicable.

ARTICLE VII. OTHER CONSIDERATIONS

A. Notices. All notices required by this Contract shall be in writing and mailed, via registered or certified mail return receipt requested, delivered by nationally recognized overnight delivery service or hand delivered (i) to us at our address as shown below, and (ii) to you at the address shown below, or after your occupancy date, by depositing the notice in your Community mail box.

New Pond Village OpCo LLC to:

**New Pond Village
180 Main Street
Walpole, MA 02081
Attn: Executive Director**

Resident to:

The address to which notice must be delivered may be changed from time to time by either party by written notice to the other party. A notice sent in compliance with the provisions of this section shall be deemed given on (i) the date of delivery, if

given by personal delivery (which includes personal delivery to you in your Community mail box), (ii) five business days after mailing, if mailed by U.S. postal service certified or registered mail or (iii) the next business day after the notice is received by the overnight courier service.

B. Resident's Covenant of Performance. You agree to pay promptly all fees and charges required by this Contract, and otherwise to comply fully with all of your other obligations set forth in this Contract.

C. Attorney's Fees. In the event that we take action to collect amounts due under or otherwise enforce the terms of this Contract, you are liable for reasonable attorney's fees and/or costs of collection incurred in connection with such action.

D. Pet. You may maintain a dog, cat or other small and orderly pet in your Living Accommodation upon the approval of and on terms prescribed by the Executive Director. No such approval shall be necessary for service and substantiated support animals, or for fish or small birds which are kept in appropriate containers. You will be responsible for ensuring that any pet is properly cared for and that your pet does not create any disturbance or otherwise constitute a nuisance. You agree to comply with pet rules established by us as set forth in a Pet Agreement, which may be amended from time to time. Special rules apply to service and substantiated support animals, as set forth in the Resident Handbook.

E. Additional Occupants

1. **Guests.** Any guest staying overnight must first register with the Community. Prior approval must be obtained from the Executive Director if a guest is to stay for more than fourteen (14) nights in any sixty (60) day period. Guests shall acquire no rights or privileges under this Contract.
2. **Other Parties.** A person who does not or cannot become a party to this Contract, may live with you in your Living Accommodation on a non-resident basis with the prior written permission of the Executive Director. If approved, the Monthly Fee shall be adjusted to reflect double occupancy. In addition, if the non-resident second person

moves to a Personal Care Unit, he or she will be charged the Per Diem plus applicable Additional Fees as described in Section V.D.1 of this Contract.

3. **Live-in Caregiver.** If you have a live-in private duty caregiver, you will pay a daily Live-in Caregiver Fee, as set forth on the Ancillary Charge Sheet attached hereto as Exhibit B.

F. Marriage or Joint Living Arrangements

1. **Two Residents.** If two residents marry or desire to live together, either resident may terminate his or her Continuing Care Contract under Section VI.B.2 hereof, release his or her Living Accommodation and be entitled to a refund pursuant to Section VI.C. The terminating resident may then become a party to the other resident's Continuing Care Contract and become a second occupant in the occupied Living Accommodation after paying a Second Person Entrance Fee. The two residents shall thereafter be jointly and severally liable for and pay a new Monthly Fee equal to the Monthly Fee that applies to double occupancy of the occupied Living Accommodation.
2. **Resident and Non-Resident.** If you marry or wish to live with a non-resident who meets the Community's entrance requirements, the non-resident may become a resident of the Community and may become a party to this Contract. In such event, you will pay the prevailing Second Person Entrance Fee and the prevailing Second Person Monthly Fee, in addition to the Primary Entrance Fee and Primary Monthly Fee. If the non-resident does not or cannot become a party to this Contract, he or she may occupy your Living Accommodation with you on a non-resident basis as provided under Section VII.E.2. of this Contract.

G. Termination of Shared Living Arrangement. If two Residents sharing a Living Accommodation desire to separate, they may by mutual agreement choose among the following options:

1. **Retention of the Same Living Accommodation.** One Resident may leave the Community and the other Resident may retain the Living Accommodation and pay the Monthly Fee for single occupancy. No refund of any portion of either of their Entrance Fees will be made at that time (provided that the 1% amortization per month shall cease on

the Second Person Entrance Fee and the remaining unamortized amount shall be refunded at the time of the ultimate Entrance Fee Refund, if applicable).

2. **Transfer to an Alternate Living Accommodation.** One Resident may move to another Living Accommodation, if and when available. Upon move-in, such Resident shall be required to pay an additional Entrance Fee, in an amount equal to the then current Entrance Fee for the new Living Accommodation, less the Second Person Entrance Fee previously paid for the original Living Accommodation. Such Resident shall also pay the Primary Monthly Fee for single occupancy of the new Living Accommodation. The Resident staying in the original Living Accommodation shall pay the Primary Monthly Fee for that Living Accommodation and shall be entitled to a refund of the applicable portion of the Primary Entrance Fee upon termination of the Contract pursuant to Section VI.C of this Contract.

H. Change of Living Accommodation. You shall be entitled to move to a different Living Accommodation subject to availability and to our determination that your financial situation is such that you will be able to pay all Fees due to us hereunder. If you move to a Living Accommodation requiring a higher Entrance Fee, you shall pay us an additional Entrance Fee equal to the difference between the original Entrance Fee paid and the Total Entrance Fee (based on single or double occupancy, as applicable) then in effect for the new Living Accommodation. If you move to a Living Accommodation requiring a lower Entrance Fee, you shall be entitled to receive an amount equal to ninety percent (90%) of the differential between the original Primary Entrance Fee and the Primary Entrance Fee for the new Living Accommodation, less any deductions permitted by this Contract relating to the condition of your original living accommodation, within 60 days after a Qualified Resale of the previous living accommodation, and your Entrance Fee Refund on termination of the Contract shall be determined based on the Entrance Fee for the new Living Accommodation.

I. Arrangements for Guardianship or Conservatorship. If your mental condition changes so that you are not able to care properly for yourself or your property, and if you have made no other designation of a person or legal entity to serve as guardian or conservator, we may apply to a court of law to appoint a legal guardian or conservator.

J. Arrangements in Event of Death. Funeral arrangements are the responsibility of your family or estate and we have no obligation to make such arrangements or provide such services, except where your family or estate fail to do so. Any expenses advanced by us relating to the funeral or burial shall become a debt of your estate.

K. Property Rights

1. **Right of Entry.** You agree that we and our employees and agents shall have the right, at all reasonable times, to enter your Living Accommodation for purposes of management, housekeeping, maintenance, enforcement of applicable laws and regulations, emergency purposes or any other reasonable purpose. Advance notice will be given except in an emergency.
2. **Ownership Rights; Subordination.** This Contract is a continuing care contract governed by Massachusetts General Laws Chapter 93, Section 76. In exchange for your payment of the Entrance Fee and Monthly Fee, we agree to provide accommodations and benefits as set forth in this Contract. You have no ownership interest or proprietary rights in your Living Accommodation or the property, grounds, land, buildings, improvements or other Community facilities. This Contract shall not be construed to be a lease or to confer any rights of tenancy or ownership to you. Your rights under this Contract are subject to all terms and conditions of this Contract and subordinate to any mortgage, financing deed, deed of trust, or other financing on the Community, and you agree to execute and deliver any document which is required to this effect, upon our request. Upon request, you agree to execute and deliver any instrument requested by us to effect the sale, assignment, or conveyance of the Community, provided that by so doing you shall not be required to prejudice your rights under this Contract. Any refunds to which you are entitled under this Contract shall not be affected by this section.
3. **Residential Purposes.** Your Living Accommodation is to be used for residential purposes only. Use for any other purpose requires approval of the Executive Director.

4. **Responsibility for Damages.** You will be responsible for any loss or damage to our property caused by your negligence or intentional act or that of your guests or invitees. If the negligence or intentional act of a person who is not our employee or agent results in injury, illness or damage to you or your property, or to others or their property, we assume no responsibility therefor and you release and discharge us from all liability and responsibility for same.
5. **Insurance.** You agree to provide adequate personal property and liability insurance for you and for your property, with a minimum of \$500,000 liability coverage to cover any incidents that may occur inside the Living Accommodation. We maintain the right to request proof of coverage from time to time.

L. Rules. We shall have the right to adopt or amend, either alone or with or through a residents' association, such reasonable rules and regulations as we deem necessary or desirable for the proper management and operation of the Community and for the safety, health and comfort of the residents. The rules and regulations in effect at the time of execution of this Contract are set forth in the Resident Handbook. You agree to abide by such rules and regulations, as they may be amended from time to time. The Resident Handbook includes procedures for you to address any concerns or complaints you may have during your residency.

Please note that firearms are not permitted anywhere on the Community campus and smoking is not permitted in your Living Accommodation, in any common areas or in any Personal Care Unit. Smoking is only permitted in designated outdoor smoking areas.

M. Private Duty Care. Private duty care is available through third party providers and may, in the future, be available through Personal Care Unit personnel. If you choose to make other arrangements, you will be responsible for arranging for, supervising and compensating any private duty personnel providing care or companionship services to you and agree to comply with the provisions governing private duty personnel, set forth in the Resident Handbook, as it may be amended from time to time. The terms "private duty personnel," "private duty caregivers" and similar terms do not include care provided by our Personal Care Unit personnel or program established in the future. In Massachusetts, private aides must familiarize themselves with Benchmark policies. These steps must be completed

before the caregiver begins work. Whether you use an agency or employ the individual(s) directly, private duty caregivers are your responsibility. For a copy of the Guidelines and other relevant documents, please see the Executive Director. An additional daily charge applies if you have live-in private duty caregivers.

N. Power of Attorney and Health Care Proxy. You will provide copies of all current durable powers of attorney and health care proxies to us.

O. Non-Discrimination. We admit person to the Community without regard to gender, handicaps, race, color, national origin, sexual orientation or religious affiliation.

P. Compliance with Laws. Residents of the Community will be afforded all rights and privileges under Massachusetts General Laws Chapter 93, Section 76, and all other applicable laws. We will comply with all municipal, state and federal laws and regulations regarding consumer protection and protection from financial exploitation.

Q. Circumstances Excusing Performance. In the event that we, notwithstanding our diligent and good faith efforts, are prevented from the performance of any act required hereunder by reason of strikes, lockouts or labor troubles, epidemic, failure of power, fire, winds, acts of God, riots, insurrections or war, 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.

R. Accuracy of Information. You represent and warrant that all information that has been or will be submitted to us by you as required in making application and providing any updates to the Community is and will be true and complete. You understand and acknowledge that we are relying on such information.

S. Confidentiality of Your Information. We acknowledge that your personal and medical information are confidential. We shall maintain the confidentiality of such information in compliance with Federal and state laws and regulations.

T. Personal Obligations of Residents. We will not be liable or responsible for any expenses, debts, or obligations incurred by you on your own account, nor shall we be obligated to furnish, supply, or give you any support, maintenance, board or lodging while you are absent from the Community except as may be provided in this Contract.

U. Waiver. Our failure in any one or more instances to insist upon strict compliance by you with any of the terms of this Contract shall not be construed to be a waiver by us of such term(s) or of the right to insist upon strict compliance by you with any of the other terms of this Contract.

V. Assignment. Your rights under this Contract are personal to you and cannot be transferred or assigned by any act of you, or by any proceeding at law, or otherwise. The Contract shall bind and inure to the benefit of our successors and assigns and shall bind and inure to the benefit of your heirs, executors and administrators in accordance with its terms. If we or any of our successors or assigns, notify you that any or all of our rights, duties and obligations under this Contract have been assigned to a new person or entity registered as a continuing care provider under the laws of The Commonwealth of Massachusetts to provide services at the Community, you agree to recognize such new person or entity as the operator of the Community in our place under this Contract, to the extent of the assignment.

W. Entire Contract. This Contract, including all exhibits, constitutes the entire Contract between us and you. We are not liable for nor bound in any manner by any statements, representations or promises made by any person representing or proposing to represent us unless such statements, representations, or promises are set forth in the Contract. Any modification of the Contract must be in writing and signed by us and by you.

X. Partial Illegality. This Contract shall be construed in accordance with the laws of The Commonwealth of Massachusetts. If any portion of this Contract shall be determined to be illegal or not in conformity with applicable laws and regulations, such portion shall be deleted and the validity of the balance of this Contract shall not be affected.

Y. Complaints. Any concerns or complaints regarding services or any other matter should be addressed first to the appropriate Department (for example, Dining, Facilities) and, if satisfaction is not obtained, then to the Executive Director.

Z. Construction. Words of either gender used in this Contract shall be deemed to include the other gender and words in the singular shall be deemed to include the plural, when the sense requires.

AA. Joint and Several Obligations. If two parties execute this Contract as residents, the term “Resident” or “you” as used in the Contract, shall apply to both and the provisions of this Contract shall apply to them jointly and severally.

BB. Non-Residents. Under certain circumstances, a second person may occupy your Living Accommodation as a non-resident. See Sections VII. E. 2 and F.2 of this Contract. Any non-resident is not a party to and has no rights under this Contract and the non-resident will enter into his or her own contract with the Community. You and the non-resident will agree to pay the Second Person Monthly Fee for the non-resident and any Personal Care Unit charges that may be incurred by him or her.

CC. Management Agent. We reserve the sole right to provide management of the Community in the best interests of all residents and reserve the right to manage and make all decisions concerning the admission, terms of admission and continued residence of all residents consistent with law. Benchmark Senior Living LLC has the authority to act on our behalf with regard to all matters pertaining to us and to the Community.

DD. Arbitration Agreement. Arbitration is often a quick way to resolve a dispute fairly without involving the court system. We propose that you and the Community agree to use arbitration if there is a dispute arising from your stay at the Community. We have included a Voluntary Arbitration Agreement as Exhibit C to this packet. Before signing, you are encouraged to read the Arbitration Agreement carefully, to ask any questions you have, and to consult with your attorney, family, or friends before choosing to accept the terms and conditions of the agreement to arbitrate. If you do not wish to accept the Voluntary Arbitration Agreement, you will still be allowed to live in and receive services in the Community.

IN WITNESS WHEREOF, the parties hereto have executed the Contract, as of the date and year first above written.

RESIDENT Enter Resident Name

Resident

Date

Legal Representative¹ (if applicable)

RESIDENT Enter Resident Name

Resident

Date

Legal Representative (if applicable)

NEW POND VILLAGE OPCO LLC

By Its Agent, Benchmark Senior Living LLC

By: _____
Insert Name

Date

Title: _____

¹ The Legal Representative is a person authorized by the Resident and/or applicable law to make health care and contract decisions on the Resident's behalf in connection with his or her residency at the Community. The Resident must have a Legal Representative if the Resident does not wish to, or is not capable of making, health care or contracting decisions on his or her own behalf.

EXHIBIT A

DEFINITIONS

Addendum	IV.A.3
Additional Fees	III.J
Additional Services	III.J
Assisted Living Unit	I.B.2
Additional Personal Care Fees	V.C
Community	Introductory Paragraph
Effective Date	Introductory Paragraph
Contract	Introductory Paragraph
Covered Services	IV.A
Covered SNF Benefit	IV.A.3
Covered SNF Stay	IV.A.3
Disclosure Statement	I.C
Elected Refund Amount	Appendix B – Refund Selection
Entrance Fee	V.A.1
Extended Stay	V.C.3
Financially Unable to Pay	V.H
Living Accommodation	Article II
Memory Care Unit	I.B.2
Monthly Fee	V.B.2
Off-Site Facility	IV.B
Occupancy Date	Article II
Per Diem	V.D.1
Personal Care Services	IV.A.2
Personal Care Units	IV.A.2
Primary Entrance Fee	V.A.1
Primary Monthly Fee	V.B.1
Qualified Resale	Appendix B – Refund Selection
Refund Selection	V.A.4
Second Person Entrance Fee	V.A.1
Second Person Monthly Fee	V.B.1
Statutory Refund Amount	Appendix B – Refund Selection
Total Entrance Fee	V.A.1
Temporary Stay	V.C.2

EXHIBIT B

ANCILLARY CHARGE SHEET



**New Pond Village Assisted Living and Harbor (Memory Care)
Lifecare FEE SCHEDULE**

SERVICES	FEEs
----------	------

Basic Residency Fee

Individual

Shared

Traditional Assisted Living and Harbor Suites	Based on Independent Living Monthly Service Fee	Based on Independent Living Monthly Service Fee
Harbor Suites	Additional \$60 per day	Based on Independent Living Monthly Service Fee

Above Prices are subject to change based on availability

Personal Service Plans and Packages

Traditional Living Care/Traditional I	Included
Traditional II/Traditional III/Traditional IV/Traditional V	\$95/ \$135/ \$180/ \$225 per day
Harbor Care	Included
Harbor I/Harbor II/Harbor III/Harbor IV/Harbor V	\$81/ \$113/ \$153/ \$194/ \$234 per day
Traditional Level I Medication Management Program	Included
Traditional Level II/III Medication Management	\$32/\$41 per day
Harbor Level I Medication Management	\$32 per day
Harbor Level II Medication Management	\$41 per day
Continence Management Package- LI/LII	\$10/ \$15 per day

A La Carte and Additional Services

Additional Laundry Service*	\$28 per load
Additional Housekeeping Service*	\$20 per ½ hour
Signature Services Hourly Package (2 hour daily min)	From \$30 for companion/\$36 non companion
Rug Shampoo	\$75-\$150 per room
Tray Service	\$10 per meal
Thickened Liquids	\$10 per day
Guest Meals (holiday meal pricing varies)	\$11/Breakfast and \$22 Lunch/Dinner
Guest Bed and Breakfast Service (if available)	\$140 per day
Live-In Caregiver Fee	\$40 per day
Suites Relocation Service	\$500-\$750 (dependent on apartment size)
New / Additional Key	\$15
Pendant Replacement (if applicable)	\$175
Returned Check	\$30 per Returned Check
Late Payment Charge	**
Beauty/Barber / Podiatry Services / Dietary Support	Established by provider
Cable Television / Telephone Services	Established by provider
Meal Credit Allowance while on Leave of Absence	\$7 per day (up to 30 days in calendar year)

*As a supplement to the services provided as part of your Monthly Fee and, if applicable, our Personal Service Plans

All fees subject to change with a 30 day advance written notice.

**Late fee is assessed and calculated in accordance with the Continuing Care Contract.

EXHIBIT C

VOLUNTARY ARBITRATION AGREEMENT

The Resident and/or Legal Representative (if applicable), and the Community (hereinafter “the Parties”) each agree that in the event of a Dispute (as defined in this Agreement) such Dispute will be resolved exclusively and finally through binding arbitration as described in this Arbitration Agreement.

A. Arbitration. Any and all claims or controversies (hereinafter “Disputes”) arising out of or *in any way* relating to the Residency Agreement, this Arbitration Agreement and/or any of the Resident’s stay(s) at the Community, whether existing now or arising in the future, whether arising out of State or Federal law, whether for statutory, compensatory or punitive damages, or whether the Dispute sounds in contract, tort, common law or statute, shall be subject to binding arbitration. Nothing in this Agreement shall prevent the Resident from filing a grievance or complaint with the Facility or appropriate government agency or from seeking a review under any applicable Federal, State or local law of any decision to discharge or transfer the resident, nor shall this Agreement supersede any applicable Federal, State or local law pertaining to the eviction of the Resident. This Agreement shall not prevent any party from seeking interim equitable relief from a court of competent jurisdiction to prevent irreparable harm or to preserve the positions of the parties pending arbitration, or to seek appointment of an arbitrator. In addition, the parties are not precluded by this Agreement from seeking remedies in small claims court for disputes or claims within its jurisdiction.

B. Expansive Authority of Arbitrator. The Arbitrator is empowered to, and shall, resolve **all** Disputes, including without limitation, any Disputes regarding the making, execution, validity, enforceability, voidability, unconscionability, severability, scope, arbitrability, interpretation, waiver, duress, preemption or any other defense to enforceability of this Arbitration Agreement, as well as resolve the Parties’ underlying Disputes, as it is the Parties’ intent to completely avoid the court system.

C. What is Arbitration?

1. **Waiver of Trial by Judge or Jury.** Arbitration is a method of resolving disputes without involving the courts. In arbitration, a dispute is heard and

decided by a private, neutral individual called an Arbitrator. The Parties are **not** waiving their right to bring a claim by agreeing to arbitrate disputes. **However, by signing this Arbitration Agreement, the Parties are giving up and waiving their right to have any Dispute decided in a court of law before a judge and/or jury**, as the Parties desire and expressly agree that any Dispute between them be resolved *outside* the court system.

2. **Binding on Parties and Others.** It is the Parties' intention that this Arbitration Agreement shall inure to the direct benefit of and bind the Community, its parent, affiliates, and subsidiary companies, management companies, executive directors, owners, landlords, officers, partners, shareholders, representatives, directors, medical personnel, employees, managers, successors, assigns, agents, attorneys and insurers and any entity or person that provided any services, supplies, or equipment related to the Resident's stay(s) at the Community; and shall inure to the direct benefit of and bind the Resident and his/her successors, spouses, children, next of kin, guardians, conservators, administrators, legal representatives, responsible parties, assigns, agents, attorneys, health care proxies, health care surrogates, attorneys-in-fact, designees, third-party beneficiaries, insurers, heirs, trustees and representatives, including the personal representative, conservator or executor of the Resident's estate, any person whose claim is derived through or on behalf of the Resident, any person who previously assumed responsibility for providing the Resident with necessary services such as food, shelter, clothing, or medicine, and any person who executed this Arbitration Agreement. The Parties agree that all aspects of a controversy, including claims, cross-claims, and counterclaims, made by or against any person or entity bound by this Arbitration Agreement shall be included and exclusively adjudicated through Binding Arbitration, except as otherwise stated herein.
3. **Integration Clause.** This Arbitration Agreement represents the Parties' entire Agreement regarding Disputes, and it may only be changed in a writing signed by all Parties.

D. Arbitration Procedures and Applicable Law.

1. **Federal Arbitration Act.** The Parties expressly agree that the Residency Agreement, this Arbitration Agreement, and the Resident's stay(s) at the Community involve interstate commerce. The Parties also stipulate that the Federal Arbitration Act 9 U.S.C. §1-16 in effect as of July 1, 2013 ("FAA")

shall apply to this Arbitration Agreement, and that the FAA shall preempt any inconsistent state law and shall not be reverse preempted.

2. **Arbitration Process:**

- a. Demand for Arbitration shall be made by any persons asserting that a Dispute exists (the “Claimant” or “Claimants”) in writing and served via certified mail, return-receipt requested upon the persons or entities against whom the Dispute is asserted (the “Respondent” or “Respondents”).
- b. The Demand for Arbitration must contain a short statement of the nature of the Dispute and the relief sought by the Claimant or Claimants.
- c. The arbitration panel shall be composed of one (1) arbitrator (“Arbitrator”). If there is no agreement on the selection of the Arbitrator within ninety (90) days after the Demand for Arbitration, then on the ninety-first (91st) day after the receipt of the Demand for Arbitration, the Claimants and Respondents shall each select one arbitrator, and those two arbitrators shall confer with each other in good faith to select the ultimate and sole Arbitrator to resolve the Dispute.
- d. The Arbitrator shall decide the Dispute at the Arbitration Hearing through the issuance of an Arbitral Award that contains detailed findings of fact and conclusions of law that support the relief granted in the Arbitral Award.
- e. The Arbitrator shall apply the Federal Rules of Evidence, except where otherwise stated in the Arbitration Agreement.
- f. At the Arbitration Hearing, the Arbitrator shall apply, and the Arbitral Award shall be consistent with, the State substantive law for the State in which the Community is located.
- g. A Demand for Arbitration or other claim that is not served within the statute of limitations period that would apply to the same claim in a court of law sitting in the State wherein the community is located shall be waived and forever barred.

3. **Arbitration Discovery.** The following reasonable limitations shall apply to discovery during the arbitration process unless the Arbitrator determines that

different discovery limitations are appropriate in order to preserve due process and/or are necessary to issue a just Arbitral Award on the merits of the Dispute:

- a. Each side shall be allowed to take no more than ten depositions, not including expert witnesses;
 - b. Each side shall be allowed to have no more than two expert witnesses;
 - c. Each side shall be allowed to serve no more than 30 interrogatories; and,
 - d. Each side shall be allowed to serve no more than 30 requests to produce documents.
4. **Confidentiality:** The arbitration proceeding shall remain confidential in all respects, including all arbitration filings, deposition transcripts, documents produced or obtained in discovery, or other materials provided by and exchanged between the Parties and the Arbitrator's findings of fact, conclusions of law, and award.
5. **Fees and Costs.** The Arbitrator's fees and costs associated with the arbitration shall be divided equally among the Parties to this Arbitration Agreement and the Parties shall bear their own attorneys' fees and costs in relation to preparation for and attendance at the arbitration hearing. To the extent permitted by law, any Party who opposes arbitrating the Parties' Dispute and/or opposes enforcement of the terms of the Arbitration Agreement and unsuccessfully defends against its enforcement shall be required to pay the successful Parties' attorney fees and costs incurred to enforce the Arbitration Agreement (i.e.; Motion to Compel Arbitration or for any other means reasonably undertaken to enforce the Arbitration Agreement).
6. **Waiver of this Arbitration Agreement.** Any Claimant may file its Dispute in a court of competent jurisdiction subject to the Respondent's approval, which approval shall be established by Respondent's filing a response to the Complaint without simultaneously moving to enforce this Arbitration Agreement. Should one of the Parties to this Arbitration Agreement breach its terms by initiating a lawsuit in the court system, the Parties expressly agree that participation in cooperative general discovery while a motion to compel

arbitration is pending shall not constitute evidence of a waiver of the right to arbitrate. Filing a Dispute in small claims court shall be considered a waiver of this Arbitration Agreement. However, a waiver of this Arbitration Agreement for one Dispute shall not constitute a waiver of this Arbitration Agreement for any other Dispute.

7. **Survival Clause.** Except as noted below in Section F (“Right to Change your Mind”) of this Arbitration Agreement, the terms and conditions recited herein shall survive and remain in full force and effect notwithstanding the death of the Resident, the discontinuation of operations at the Community, or the termination, cancellation or natural expiration of the Residency Agreement or any other contract between Parties.
8. **Severability.** Any clause, term, phrase, provision or part thereof contained in this Arbitration Agreement is severable, and in the event any of them shall be found to be invalid for any reason, this Arbitration Agreement shall be interpreted as if such invalid clause, term, phrase, provision or part thereof were not contained herein, and the remaining clauses, terms, phrases, provisions or parts thereof, of this Arbitration Agreement shall not be affected by such determination and shall remain in full force and effect. This Arbitration Agreement shall not fail because any clause, term, phrase, provision, or part thereof shall be found void, invalid, or unenforceable. No part of this Arbitration Agreement will be construed against any Party because that Party wrote the Arbitration Agreement.

E. Right to Change Your Mind. This Arbitration Agreement may be revoked (i.e., rescinded or canceled) by written notice sent certified mail by any Party within thirty (30) days from the date the Resident moves in and takes occupancy of his/her Suite. However, if the alleged acts underlying or giving rise to a Dispute are committed prior to revocation as described above, the Dispute must be arbitrated as described in this Arbitration Agreement.

EACH OF THE UNDERSIGNED ACKNOWLEDGE THAT HE/SHE: (1) HAS READ AND FULLY UNDERSTANDS ALL FOUR (4) PAGES OF THIS ARBITRATION AGREEMENT; (2) UNDERSTANDS THAT BY SIGNING THIS ARBITRATION AGREEMENT, EACH HAS WAIVED HIS/HER OR ITS RIGHTS TO A TRIAL BEFORE A JUDGE AND/OR A JURY; (3) VOLUNTARILY CONSENTS TO ALL OF THE TERMS AND CONDITIONS OF THIS ARBITRATION AGREEMENT; AND (4) CERTIFIES THAT HE/SHE IS THE RESIDENT OR A PERSON

AUTHORIZED BY THE RESIDENT OR OTHERWISE AUTHORIZED TO EXECUTE THIS ARBITRATION AGREEMENT.

RESIDENT OR LEGAL REPRESENTATIVE²:

Signature: _____

Print Name: **Insert Name** _____

Date: _____

BENCHMARK SENIOR LIVING LLC

ON BEHALF OF THE COMMUNITY

Signature: _____

Print Name: **Insert Name** _____

Date: _____

Title: _____

² The Legal Representative is a person authorized by the Resident and/or applicable law to make contract decisions on the Resident's behalf in connection with his or her residency at the Community. The Resident must have a Legal Representative if the Resident does not wish to, or is not capable of making contracting decisions on his or her own behalf.

APPENDIX A

Average Periodic Rate Change for Previous Five Years

New Pond Village

January 2023 – December 2023	Average Increase of \$261.00/mo. (5.9%)
January 2022 – December 2022	Average Increase of \$144.19/mo. (3.9%)
January 2021 – December 2021	Average Increase of \$132/mo. (3.5%)
January 2020 – December 2020	Average Increase of \$117/mo. (3.5%)
January 2019 – December 2019	Average Increase of \$117/mo. (3.5%)

Benchmark Senior Living operates two other CCRCs in Massachusetts: The Cottages at Willow Crossings and The Commons in Lincoln. We are including the average periodic rate changes for those two communities, as required by law, for your information:

The Cottages at Willow Crossings

January 2023 – December 2023	Average Increase of \$58.00/mo. (4.9%)
January 2022 – December 2022	Average Increase of \$62.55/mo. (5.5%)
January 2021 – December 2021	Average Increase of \$32.53/mo. (2.9%)
January 2020 – December 2020	Average Increase of \$30.59/mo. (3%)
January 2019 – December 2019	Average Increase of \$37/mo. (4%)

The Commons in Lincoln

January 2023 – December 2023	Average Increase of \$309.00/mo. (4.5%)
January 2022 – December 2022	Average Increase of \$290.48/mo. (5.9%)
January 2021 – December 2021	Average Increase of \$161.32/mo. (3.4%)
January 2020 – December 2020	Average Increase of \$150.25/mo. (3.5%)
January 2019 - December 2019	Average Increase of \$120/mo. (3.5%)

APPENDIX B

REFUND SELECTION

This Refund Selection is an important part of the continuing care contract (the “Contract”) dated _____, 20__ between: _____ (“You”) and New Pond Village OpCo LLC (“We” or “Us”), a Delaware limited liability company that operates the retirement community known as New Pond Village.

Resident must complete and sign this Refund Selection, which is incorporated by reference into the Contract and made a part thereof. Capitalized terms not defined in this Refund Selection have the meanings set forth in the Contract.

Resident understands that We offer two types of entrance fee refunds at New Pond Village:

- a 90% refundable entrance fee model under which the Resident (surviving Resident, in the case of two Residents in a Living Accommodation) or his or her designee or estate shall be entitled to receive the declining balance refund described below but may also elect to receive a refund of 90% of the Primary Entrance Fee upon termination of the Contract, subject to the timing and other conditions stated in the 90% refundable entrance fee language on pages 3-4 of this Appendix (note that, for lengthy occupancies, this model results in a significantly larger refund to you or your Legal Representative than the declining balance refund); and
- a declining balance entrance fee refund model under which the Resident (surviving Resident, in the case of two Residents in a Living Accommodation) or his or her designee or estate shall receive a refund equal to the Total Entrance Fee less an amount equal to 1% of the Total Entrance Fee for every month of residency at New Pond Village, upon termination of the Contract and under the conditions stated in the declining balance refund language on page 5 of this Appendix. This means that the refundable portion of the Total Entrance Fee declines over time and there will be no refund due to Resident once the Resident has lived at New Pond Village for 100 months.

Resident confirms that representatives of New Pond Village have explained the two types of entrance fee refunds and that Resident has had an opportunity to ask questions about the refund alternatives and to have those questions answered.

Resident is encouraged to consult with Resident's own advisors regarding the suitability of a specific refund alternative to Resident's own financial and other circumstances.

Living Accommodation Selected: _____, Unit No. _____

Resident selects:

☐ **90% Refundable Entrance Fee**

OR ☐ **Declining Balance Refund**

Important: Review refund language on pages 3-4 of this Appendix

Important: Review refund language on page 5 of this Appendix

Entrance Fees Associated with 90% refundable entrance fee alternative:

Entrance Fees Associated with declining balance refund alternative:

Entrance Fee: \$ **Insert Amount**

Entrance Fee: \$ **Insert Amount**

Second Person Entrance Fee, if applicable: \$ **Insert Amount**

(Becomes nonrefundable over time)

Second Person Entrance Fee, if applicable: \$ **Insert Amount**

(Refunded as part of the Total Entrance Fee)

The following refund language applies if you have selected the **90% refundable entrance fee** alternative above:

90% Refundable Entrance Fee. Residents have the right to receive a refund pursuant to Mass. Gen. Laws Chapter 93, Section 76 (“the Statutory Refund Amount,” described below) but you can choose to participate in our “90% Refundable Entrance Fee” Plan. In this Plan, We shall refund a portion of your Total Entrance Fee, as follows:

Your refund will be an amount that equals the greater of (i) 90% of the Primary Entrance Fee or (ii) the Total Entrance Fee less one percent (1%) of the Total Entrance Fee for each month of occupancy by You, in each case less any deductions for unpaid fees and expenses permitted by this Contract that have not been separately paid (the “Elected Refund Amount”). In consideration for refunding you or your estate the Elected Refund Amount, the Elected Refund Amount is subject to certain conditions. Specifically, the Elected Refund Amount shall be paid within sixty (60) days after (1) you have vacated and you or your Legal Representative or family have removed all possessions from the Living Accommodation; and (2) a new resident has signed a Residency Contract for your Living Accommodation, has paid the entrance fee therefor, and has commenced occupancy of the Living Accommodation (a “Qualified Resale”). If You elect this option in writing, we will periodically update you on progress towards a Qualified Resale of your Living Accommodation.

At any time after your initial election hereunder, You or your Legal Representative may notify us in writing that you have changed your mind and wish to receive the “Statutory Refund Amount” and accept it in lieu of the Elected Refund Amount. The Statutory Refund Amount entitles You to receive a refund equal to the Total Entrance Fee minus no more than one percent for each month of occupancy by You. In other words, You or your estate or designee are entitled to an amount that equals the Total Entrance Fee less one percent (1%) of the Total Entrance Fee for each month of occupancy by You, less any deductions for unpaid fees and expenses permitted by this Contract that have not been separately paid. This refund amount is payable when the resident leaves the facility or dies.

Notwithstanding anything in this Appendix B – Refund Selection or the Contract to the contrary, the Elected Refund Amount shall be paid to you or your estate (or assignee) by no later than the tenth anniversary of the date of termination of the Contract.

The following refund language applies if you have selected the **declining balance refund** alternative above:

Declining Balance Refund. Upon termination of the Contract from and after occupancy of the Living Accommodation as provided in Article VI, Section B, of the Contract, We shall refund a portion of your Total Entrance Fee minus no more than one percent for each month of occupancy by You, in accordance with MA General Laws Chapter 93, s. 76. In other words, You or your estate or designee are entitled to an amount that equals the Total Entrance Fee less one percent (1%) of the Total Entrance Fee for each month of occupancy by You, less any deductions for unpaid fees and expenses permitted by this Contract that have not been separately paid. This refund amount is payable when the resident leaves the facility or dies. (Note: The term “Total Entrance Fee” includes the amount of the Second Person Entrance Fee, if there was one.)

IN WITNESS WHEREOF, the parties hereto have executed this Appendix B – Refund Selection, as of the date and year first above written.

RESIDENT Enter Resident Name

Resident

Date

Legal Representative³ (if applicable)

RESIDENT Enter Resident Name

Resident

Date

Legal Representative⁴ (if applicable)

NEW POND VILLAGE OPCO LLC

By Its Agent, Benchmark Senior Living LLC

By: _____
Insert Name

Date

Title: _____

³ The Legal Representative is a person authorized by the Resident and/or applicable law to make health care and contract decisions on the Resident's behalf in connection with his or her residency at the Community. The Resident must have a Legal Representative if the Resident does not wish to, or is not capable of making, health care or contracting decisions on his or her own behalf.

SCHEDULE B-2

Continuing Care Contract – Fee for Service

August 2024 Fee-For-Service Contract

**CONTINUING CARE CONTRACT
FOR NEW POND VILLAGE
WALPOLE, MASSACHUSETTS**

CONTINUING CARE CONTRACT

TABLE OF CONTENTS

ARTICLE I. GENERAL; DESCRIPTION OF THE COMMUNITY; REQUIREMENTS FOR ADMISSION	1
A. General; Definitions.....	1
B. Description of Community.....	1
1. Independent Living Units	1
2. Assisted Living and Memory Care Assisted Living.....	2
C. Admission	2
1. Financial	2
2. Age	3
3. Health	3
ARTICLE II. ACCOMMODATIONS AND FACILITIES	4
A. Utilities.....	4
B. Parking.....	5
C. Modifications to your Living Accommodation.....	5

D. Community Facilities.....	5
E. Property Protection.	6
ARTICLE III. SERVICES.....	6
A. Meals	6
B. Housekeeping	6
C. Maintenance and Repair.....	7
D. Emergency Call Service.	7
E. Security.	7
F. Buildings and Grounds.	7
G. Transportation.	7
H. Social and Recreational Programs.....	8
I. Fitness Center.....	8
J. Additional Services.	8
ARTICLE IV. HEALTH CARE SERVICES	8
A. Health Care Services	8

1. Wellness Center.....	8
2. Assisted Living Services in Your Living Accommodation	9
3. Assisted Living Unit and Memory Care Unit.....	9
4. Other Health Care Services.....	10
B. Moving Within the Community or to an Off-Site Facility Based on Care Needs.	10
C. Unavailability of Assisted Living or Memory Care Unit Bed Space.....	11
ARTICLE V. FINANCIAL ARRANGEMENTS	12
A. Entrance Fees	12
1. Amount of Entrance Fees	12
2. Payment Schedule.	12
3. Our Use of Funds.....	13
4. Application of Funds.....	13
B. Monthly Fees	144
1. Amount of Monthly Fee.....	144
2. Payment of Monthly Fee.....	14

3. Adjustments.....	14
4. Additional Services.....	15
5. Penalty and Interest for Late Payment.....	15
C. Payment For A Stay In Our Personal Care Units.....	166
1. Fees For a Stay in Personal Care Units.....	166
2. Temporary Stay.....	16
3. Extended Stay.....	177
A) SINGLE RESIDENT REQUIRING EXTENDED STAY.....	177
B) EXTENDED STAYS WHEN THERE ARE TWO RESIDENTS.....	17
D. Medical Insurance/Medicare and Supplemental Coverage	Error!
Bookmark not defined.	
E. Release of Living Accommodation.....	19
F. Resident's Financial Screens	19
G. Inability to Pay Fees Due to Financial Difficulty.....	19
H. Temporary Absences	211
ARTICLE VI. TERMINATION OF CONTRACT.....	21

A. Prior to Occupancy.....	21
1. Termination due to Death, Illness, Financial Condition or Unavailability.....	21
2. Termination by Resident	22
3. Occupancy	22
B. After Occupancy.	233
1. Termination by Us.....	233
2. Termination by Resident	24
3. Termination by Death.....	255
C. Refund.....	25
D. Release of the Community.	25
E. Removal of Resident’s Property Upon Termination.....	25
ARTICLE VII. OTHER CONSIDERATIONS	26
A. Notices.....	26
B. Resident’s Covenant of Performance.	27
C. Attorney’s Fees.....	27

D. Pets	27
E. Additional Occupants.....	27
1. Guests.	27
2. Other Parties.....	27
3. Live-in Caregiver.....	28
F. Marriage or Joint Living Arrangements.....	28
1. Two Residents.....	28
2. Resident and Non-Resident.....	28
G. Termination of Shared Living Arrangement.....	299
1. Retention of the Same Living Accommodation.....	29
2. Transfer to an Alternate Living Accommodation.....	29
H. Change of Living Accommodation.....	29
I. Arrangements for Guardianship or Conservatorship.	30
J. Arrangements in Event of Death.....	30
K. Property Rights.....	30

1. Right of Entry.....	30
2. Ownership Rights; Subordination.....	30
3. Residential Purposes.....	311
4. Responsibility for Damages.....	31
5. Insurance.....	31
L. Rules.....	31
M. Private Duty Care.....	322
N. Power of Attorney and Health Care Proxy.....	32
O. Non-Discrimination.....	32
P. Compliance with Laws.....	32
Q. Circumstances Excusing Performance.....	32
R. Accuracy of Information.....	333
S. Confidentiality of Your Information.....	333
T. Personal Obligations of Residents.....	33
U. Waiver.....	33

V. Assignment.....	33
W. Entire Contract.....	33
X. Partial Illegality.	344
Y. Complaints.....	34
Z. Construction.....	34
AA.Joint and Several Obligations.....	34
BB.Non-Residents.	34
CC.Management Agent.....	34
DD.Arbitration Agreement.....	355
EXHIBIT A DEFINITIONS.....	37
EXHIBIT B ANCILLARY CHARGE SHEET	38
EXHIBIT C VOLUNTARY ARBITRATION AGREEMENT	39
APPENDIX A AVERAGE PERIODIC RATE CHANGE FOR PREVIOUS FIVE YEARS	455
APPENDIX B REFUND SELECTION.....	466

CONTINUING CARE CONTRACT

New Pond Village OpCo LLC (“We” or “Us”), a Delaware limited liability company that operates the retirement community known as New Pond Village (the “Community”), located in Walpole, Massachusetts, and _____ (“You”) have entered into this Continuing Care Contract (the “Contract”), effective on the ____ day of _____, 20__ (“Effective Date”).

YOU AND WE AGREE AS FOLLOWS:

ARTICLE I. GENERAL; DESCRIPTION OF THE COMMUNITY; REQUIREMENTS FOR ADMISSION

A. General; Definitions

This Contract describes the accommodations and other benefits you will receive from us, and the payments you will be required to make.

For your convenience, all defined terms in this Contract are listed and cross-referenced in Exhibit A to this Contract.

B. Description of Community

New Pond Village is located on over 19 acres at the corner of Bullard Street and Route 1A next to Willett Pond in Walpole, Massachusetts. It consists of Crosbey House and an adjoining building, Aldridge House, both of which contain resident suites and common area amenities. Outdoor space includes a walking trail, putting green and garden area.

1. Independent Living Units. The Community has 139 independent living suites located in Crosbey House. Each apartment home in Crosbey House is furnished with flooring, refrigerator and freezer, range, oven, microwave and dishwasher, and each has a designated dry storage area. Common areas in Crosbey House include a dining room,

a bistro and pub, an auditorium, library, lounges and activity rooms, fitness room, wellness center and administrative offices.

2. **Assisted Living and Memory Care Assisted Living.** A 15-unit (28 bed) memory care assisted living unit (the “Memory Care Unit”) is located on the first floor of Aldridge House. A 49 unit (56 bed) assisted living unit (the “Assisted Living Unit”) is located on the second and third floor of Aldridge House. Both units are certified by the Massachusetts Executive Office of Elder Affairs as an assisted living unit or a special care unit (for the memory care units) under the applicable Massachusetts assisted living regulations. The Assisted Living Unit includes a dedicated dining room and activities rooms. The Memory Care Unit also includes a dedicated dining room, activities rooms and secure outdoor space.

C. Admission

You acknowledge that you received a disclosure statement regarding the Community and this Contract in accordance with M.G.L. Chapter 93, Section 76 (“Disclosure Statement”) on or before you signed the Reservation Agreement.

As conditions precedent to the execution of this Contract by us and as a condition of your occupancy of a Living Accommodation, you shall meet the following requirements to our satisfaction, subject to such exceptions as we may approve in writing:

1. **Financial.** On or after you signed the Reservation Agreement and paid us the Reservation Deposit for the Living Accommodation, you furnished information to us in the form of Exhibit C to the Reservation Agreement with respect to your financial resources, demonstrating to our satisfaction that you have the financial ability to pay the Entrance Fee, the Monthly Fee, charges for Additional Services and Personal Care Unit Fees, each as hereinafter defined, and personal living expenses during the term of the Contract. You shall submit updated financial information in a form satisfactory to us not less than sixty (60) days prior to occupancy. We reserve the right to declare this Contract null and void if, based upon any information submitted by you, we

determine that you do not meet the financial criteria for residency established by us.

2. **Age**. You, or one of you in the case of two persons, must be at least sixty-two (62) years of age on the date that you initially occupy the Living Accommodation at the Community. We reserve the right to make changes as to whom may occupy the Living Accommodation at any time to meet requirements of the laws and regulations of the United States, The Commonwealth of Massachusetts or any political subdivision thereof.
3. **Health**. Within fifteen (15) days of the date of the Reservation Agreement, you (or both of you, in the case of two persons) completed a Pre-Residence Personal Medical Statement, attached as Exhibit A to the Reservation Agreement, which information is full, accurate and truthful.

You (and both of you, in the case of two persons) must be able at all times to demonstrate to the Executive Director of the Community that you are capable of providing or arranging for your own health care and personal care needs while you reside at the Community. If you are unable or unwilling to accept necessary health and personal care, and/or pose a danger to yourself or others as determined pursuant to the procedures described in Section IV.B of this Contract, you shall not be accepted as a resident of the Community. We reserve the right to declare this Contract null and void if, based upon any information submitted by you, we determine that you do not meet the health criteria for residency established by us. This determination will be made by our medical personnel.

ARTICLE II. ACCOMMODATIONS AND FACILITIES

Your Living Accommodation. You have selected apartment number ____ (the “Living Accommodation”).

You and we agree that your Living Accommodation will be available for occupancy by you on _____, 20__, unless you and we agree in writing to a later date (such date, the “Occupancy Date”). On the Occupancy Date, you will be allowed access for belongings or to personally inhabit the Living Accommodation under this Contract. Our delivery of keys to you shall be evidence of the availability of the Living Accommodation for your occupancy.

You shall have a personal and non-assignable right to reside in your Living Accommodation, subject to the terms of this Contract and Community rules. Your Living Accommodation will include a complete kitchen including self-cleaning oven, microwave, range, garbage disposal, refrigerator and dishwasher; fully equipped bathroom(s); floor coverings; window treatments; an emergency call system in each bathroom; smoke alarms, and individually controlled heating and air conditioning units. We have the exclusive right to determine and select the type, style, design and color of these items. Washer and dryer units will either be located in the common areas or in your Living Accommodation, depending on the unit you have selected. There is also a designated storage area in the lower level of the Aldridge (A) or Crosbey (B) Buildings for your personal use. You may provide additional furnishings and small appliances, as long as their placement and use comply with the Community’s safety standards. You agree, at our request, to remove any furnishings or appliances from your Living Accommodation that do not meet the safety standards of the Community.

We reserve the right to make changes to the Living Accommodation at any time to meet requirements of law or the lawful order or direction of the local or state Fire Marshal or other authorized public official. Any change to the Living Accommodation by us shall not be deemed a material change so long as any such change does not reduce the square footage of the Living Accommodation.

A. Utilities. Electricity, including heat and air conditioning, water, sewer and garbage collection are provided as part of your Monthly Fee benefits. The Living Accommodation is centrally wired for cable television and telephone. You

will be responsible to pay for cable television and telephone service, if desired. Installation will be your responsibility.

B. Parking. If you own and are licensed to operate a motor vehicle that is registered to you, then you shall have access to one (1) reserved outdoor parking space solely for that registered motor vehicle at no additional charge, subject to our right to relocate your reserved outdoor parking space as we determine necessary or appropriate for purposes of Community operations. You will also be entitled to use non-reserved parking spots in the surface parking lot together with other residents, visitors and staff of the Community. Space will not be available for recreational vehicles. No vehicle maintenance, including, but not limited to, the changing of oil or other fluids, shall be permitted on the Community's property. The Community is not responsible for any loss or damage to cars parked on its property caused by others.

C. Modifications to your Living Accommodation. You will not make any structural or physical changes to your Living Accommodation without the prior written consent of the Community's Executive Director. You will be responsible for the cost of materials and labor required to make such changes. All such changes must be in compliance with applicable governmental codes and regulations. Any contractor you select to perform the alterations must demonstrate to us that the contractor is licensed and properly insured and has obtained any and all necessary permits. For your safety, you agree not to add, replace or modify, at any time, any locking devices to the Living Accommodation. Any agreement regarding improvements and any charges relating to such changes shall be in writing on a form that is acceptable to the Community and signed by the parties to this Contract.

You or your estate will also be responsible for restoring the Living Accommodation to its original configuration and condition, excepting normal wear and tear, when the Living Accommodation is vacated, unless we specifically grant you an exemption from this requirement in writing. Failure by you to so restore the Living Accommodation shall entitle the Community to undertake such restoration and to deduct the costs thereof from the refundable portion of your Entrance Fee.

D. Community Facilities. You are entitled, in common with and on the same terms as other Community residents, to use the Community's common grounds and facilities in accordance with Community rules. Community rules in effect at the time of execution of this Contract are set forth in the Resident Handbook, a copy of

which is provided to you when you sign this Contract. The Resident Handbook may be amended by us from time to time.

E. Property Protection. You agree to keep your Living Accommodation clean and orderly, to be conscientious about conserving energy and not to permit misuse of or damage to your Living Accommodation.

ARTICLE III. SERVICES

During your occupancy of The Living Accommodation at the Community, we will provide you with the services described below in consideration of payment of the Monthly Fee.

A. Meals. You shall be entitled to one meal per day for dinner in the Community dining room or bistro or carry-out dinner service, subject to a total monthly meal cap per person equal to the number of days in the month (e.g. 31 meals in January; 30 meals in November). Additionally, you may use your credits towards other meal offerings at the community. A full lunch for 1 credit, a light lunch for ½ credit, and breakfast for ½ credit are also available options. Additional meals and guest meals are available for an additional charge.

There shall be no credit against Monthly Fees for unused meals, except if you are to be absent from your Living Accommodation for more than fourteen (14) consecutive days. You will receive a credit against your Monthly Fee for meals after the fourteenth day of absence, in amounts set from time to time by the Executive Director, provided that you first give written notice to the Executive Director at least five (5) days prior to your absence. Meal credits do not apply when you are receiving care in the Assisted Living or Memory Care Unit of the Community. Meal credits may not be transferred to other residents but may be used to cover meals for your guests during the same calendar month (subject to reasonable limitations applicable to holidays set forth in the Resident Handbook).

B. Housekeeping. On a bi-weekly basis, we will perform light cleaning services in your Living Accommodation, including vacuuming; dusting; cleaning the kitchen and bathroom; and changing bed linens. We will perform inside window

washing; carpet shampooing, patio/balcony cleaning and other similar heavy cleaning periodically, as determined by the Executive Director. If you do not maintain the Living Accommodation in a clean, sanitary and safe manner, after written notice to you, the Community will have the right to provide any and all necessary additional housekeeping services and you agree to pay all reasonable charges for such services. Additional housekeeping services are available for an additional Fee (See Attachment B - Ancillary Charge Sheet)

C. Maintenance and Repair. We will perform necessary repairs, maintenance, and replacement of Community property and equipment located in your Living Accommodation. Except in an emergency, such services will be provided during normal working hours, Monday through Friday. We will have the right to charge you for any repairs, maintenance or replacement required as a result of the negligence or intentional acts of you or your agents, employees or guests. You are responsible for maintaining, repairing and replacing your personal property.

D. Emergency Call Service. Your Living Accommodation is equipped with an emergency call system by which you can contact Community personnel or our agents 24 hours a day, seven days a week. Through our concierge desk, we provide 24/7 personnel to assist in security response.

E. Security. Each building entrance has a security access system that is monitored by security personnel or by electronic devices.

F. Buildings and Grounds. We will maintain all Community buildings, common areas and grounds, including lawns, walkways, and driveways. Landscaping and decorative plantings will be provided and maintained by us as we deem appropriate.

G. Transportation. We will provide scheduled local transportation within a five-mile radius to designated shopping, banking, planned group events, medical facilities and other local destinations on a regularly scheduled basis. Details about scheduling transportation may be found in the Resident Handbook. We can also provide assistance with setting up private transportation if required. Additional fees may apply. If you need escorted transportation, our Signature Services Program may be utilized for an additional Fee. The Community is unable to transport motorized carts on a community vehicle due to the inability to properly secure the

various brands and types of motorized carts. The Community's vehicles will also not transport oxygen cylinders except for certain personal cylinders. Please speak with the Executive Director for more information.

H. Social and Recreational Programs. We will coordinate a variety of on and off-campus social, recreational, educational and cultural programs.

I. Fitness Center. You shall be entitled to complete use of the Fitness Center during posted hours of operation, subject to any restrictions placed on your usage by your personal physician and upon our receipt of a signed physician's clearance form that we will provide to you upon your request.

J. Additional Services. The services listed above are included as benefits, with no additional charge except as noted, under this Contract. We may, in our sole discretion, provide or make available other services requested by you in the future. Additional services ("Additional Services") for which there will be an additional fee ("Additional Fee") are set forth in the Ancillary Charge Sheet attached as Exhibit B. Such Additional Fees may be increased, and the nature and scope of any services may be adjusted from time to time by us.

ARTICLE IV. HEALTH CARE SERVICES

A. Health Care Services. During the term of this Contract, the Community agrees to make available to you certain health and related services, subject to the payment of specified fees summarized below and your compliance with the specific requirements for such services.

1. **Wellness Center.** We will arrange for a third party to operate a Wellness Center for our residents. During designated drop-in hours or at an appointment scheduled by you, the Wellness Center will provide a range of services, including:

- Vital sign checks for non-emergent situations;
- Provision of minor first-aid;
- Nursing consultation on health issues and service coordination;

- Communication with your physician.

All services provided shall be on a fee-for-service basis (which may consist of a monthly fee), at rates established by the operator of the Wellness Center.

2. **Assisted Living Services in Your Living Accommodation.** Assisted living and companion services are available through a provider of your choice or one or more other licensed home health care agencies with which we have an arrangement and/or through our licensed Signature Services Personal Care Unit personnel in your Living Accommodation. Assisted living and companion services in your Living Accommodation are not covered by your Monthly Fee under this Contract and are an additional charge. If you wish to receive these services, you agree to sign a separate contract with the third-party provider for such services and fees for such services or, if we provide such services, an Addendum to this Contract, regarding the services you will receive and the fees for those services.
3. **Assisted Living Unit and Memory Care Unit.** For an additional daily charge as described in Article V, Section C of this Contract, the Community offers priority access over non-residents of the Community to assisted living services and memory care services in our Assisted Living Unit and Memory Care Unit (together with the Assisted Living Unit, the “Personal Care Units”).

The Personal Care Units are staffed twenty-four (24) hours a day, seven (7) days a week and provide assisted living services and specialized memory care assisted living services (collectively “Personal Care Services”).

Personal Care Services are described in an Assisted Living or Memory Care Addendum to this Contract (the “Addendum”) and consist of either a private studio or private or semi-private assisted living unit or a semi-private memory care unit (as the case may be) and board; housekeeping and laundry services as specified in the Addendum; social, cultural and educational activities; regularly scheduled group transportation; assisted living or memory care assisted living services

(as the case may be); management of your medications (if applicable); and an emergency call system.

As part of the admissions process to the Assisted Living Unit or Memory Care Unit, you agree to sign a separate Addendum. The services you will receive in the Assisted Living Unit or Memory Care Unit, as applicable, and certain additional rights, obligations and charges will be set forth in such Addendum. This Contract will also continue to apply during your residency in a Personal Care Unit.

4. **Other Health Care Services.** Except as otherwise expressly provided in this Contract, you shall be solely responsible for the cost of all other health-care related services, including, without limitation, physician services; inpatient and outpatient hospital services; laboratory and diagnostic services; audiological tests and hearing aids; eye glasses and refractions; dentistry, dentures, dental inlays and oral surgery; orthopedic appliances and other durable medical equipment; physical therapy; prescription medications; podiatry; professional care for psychiatric disorders; treatment for alcohol or drug abuse; renal dialysis and organ transplants; and skilled nursing services. The omission of a particular health care service from the foregoing list of specific exclusions does not indicate that the service is paid for by Us under this Contract. Some or all of these services may be covered by Medicare or your other health insurance.

B. Moving Within the Community or to an Off-Site Facility Based on Care Needs. You agree that you will move to the appropriate setting within the Community, to an Off-Site Facility or to an off-site skilled nursing facility upon 30 days' written notice (or lesser notice in an emergency) and in accordance with procedures set forth under applicable Federal and state law, if your continued occupancy of your Living Accommodation or other accommodation within the Community is no longer appropriate for your care needs due to either improvement in or adverse changes to your mental or physical condition. As examples, your Living Accommodation is not appropriate for occupancy by you if you require 24-hour nursing care, assisted living services that include 24-hour assistance, transfers requiring the assistance of two persons or other personal or health care services ordinarily not available at home; if your behavior is disruptive to other residents; if you are confused and attempt to leave the Community without supervision; or are

otherwise unable to care or have proper care provided for yourself. Please also review the sections of the Addendum to this Contract regarding appropriateness for continued residence within each such level of care at the Community. You further agree that you will move, on a temporary or permanent basis, to an off-site facility that provides treatment for mental disorders if the need for such transfer is certified by two physicians, or one physician and one psychologist. You will be responsible for all costs associated with your stay at such off-site facility.

The Community's care team, jointly led by the Executive Director and our medical personnel, and (except in an emergency) in consultation with you, your Legal Representative, if any, or your physician and in accordance with procedures set forth under applicable law, makes determinations based on its criteria for evaluation and placement about the following: (i) what level of care is most appropriate; (ii) whether such care will be provided in your Living Accommodation, the Assisted Living Unit, the Memory Care Unit, an Off-Site Facility or an off-site skilled nursing facility; and (iii) whether any relocation for such care is temporary or permanent. The decision of the Community's care team after any such consultation will be final; provided, however, that the Resident or his or her Legal Representative (as applicable) shall decide between moving to an available apartment in the Assisted Living or Memory Care Unit, as applicable, or to an Off-Site Facility.

You may make arrangements to have care provided in your Living Accommodation as discussed in Section IV.A.2 above, subject to our approval and the limitations described above.

Without limiting our rights under Section VI.B.1 of this Contract, you agree that, in an emergency, if your mental or physical condition presents a danger to you or to others, as determined by us in our sole discretion, we will arrange for private duty care in your Living Accommodation through third-party caregivers or our own caregivers at your expense until other appropriate arrangements can be made.

C. Unavailability of Assisted Living or Memory Care Unit Bed Space.
Under this Contract, you are provided priority access over New Pond Village non-residents to the Assisted Living Unit and Memory Care Unit. If a bed in the Assisted Living or Memory Care Unit, as applicable, is not available for you when needed, we will assist you in locating comparable services at an assisted living or memory care assisted living facility off the Community campus ("Off-Site Facility") selected

by you. You will be fully responsible for all charges and costs associated with your stay in the Off-Site Facility, and shall also be required to pay all Monthly Fees and other applicable charges under this Contract in accordance with its terms. You shall have the right, on a priority basis, to return to the Assisted Living or Memory Care Unit, as applicable, as soon as appropriate space is available.

ARTICLE V. FINANCIAL ARRANGEMENTS

A. Entrance Fees

1. **Amount of Entrance Fees.** The Primary Entrance Fee for your Living Accommodation is **\$Insert Amount** (“Primary Entrance Fee”). The Second Person Entrance Fee for your Living Accommodation is **\$Insert Amount** (“Second Person Entrance Fee”), if applicable. Your Total Entrance Fee is **\$Insert Amount** (“Total Entrance Fee” or “Entrance Fee”).
2. **Payment Schedule.** The Total Entrance Fee shall be paid in the following manner:
 - a) Prior to signing this Contract, pursuant to a Reservation Contract dated **Enter Date** you paid us a Reservation Deposit of 10% of the Primary Entrance Fee in the amount of:

\$ Insert Amount

This Reservation Deposit will be held in escrow and released to our general operating funds when your Living Accommodation becomes available for occupancy by you.

b) Prior to the Occupancy Date, you agree to pay us the remainder of the Total Entrance Fee, in the amount of:

\$ Insert Amount

3. **Our Use of Funds.** Prior to the Occupancy Date, your Entrance Fee will be held in a segregated account and both your Entrance Fee and any interest thereon (less any costs incurred by us as specified in Section VI.A) shall be returned to you if this Contract is terminated pursuant to Section VI.A hereof. From and after the Occupancy Date, the Entrance Fee will not be held in segregated accounts and both your Entrance Fee and any interest earned thereon may be used by us for such purposes as we deem necessary or desirable. The funds will be invested and secured in a manner we deem appropriate to enable us to fully perform our obligations under continuing care contracts including this Contract to provide continuing care to residents at the Community.
4. **Application of Funds.** The Primary Entrance Fee shall be refundable in accordance with Section VI.C. of this Contract and Appendix B to this Contract entitled “Refund Selection”. Except as otherwise required by law, the entire Second Person Entrance Fee shall be NON-REFUNDABLE.

If two persons are parties to this Contract, your right to a partial refund of the Entrance Fee (if applicable) occurs only when this Contract is terminated by both of you or upon the death of the second person and when the other conditions specified in Section VI.C. of this Contract have been met. If the refund is paid after the death of the second person, the refund will be paid to the second person’s estate or to any person(s) to whom you have assigned your right to a refund under the Contract. You may assign your right to a refund only with our written approval. Please take these requirements into account when making your personal financial and estate planning arrangements.

B. Monthly Fees

1. **Amount of Monthly Fee.** You will pay us a monthly fee based on single occupancy of your Living Accommodation (“Primary Monthly Fee”) and an additional second person monthly fee if a second person also occupies your Living Accommodation (“Second Person Monthly Fee”).

Your Primary Monthly Fee shall be _____ Dollars
(\$**Insert Amount**).

Your Second Person Monthly Fee shall be _____ Dollars
(\$**Insert Amount**).

Your Total Monthly Fee shall be _____ Dollars
(\$**Insert Amount**).

2. **Payment of Monthly Fee.** Commencing on the Occupancy Date, you will begin payment of the Total Monthly Fee (also referred to in this Contract as your “Monthly Fee”). The Monthly Fee shall be payable in advance on or before the first (1st) day of each month throughout the term of this Contract and will be deemed paid when received by us. The Monthly Fee for the first and last months of the Contract shall be prorated based upon the number of days in each month. The Monthly Fee is not rent but is consideration for services provided to you hereunder.

3. **Adjustments.**

- a) We may adjust your Monthly Fee annually, on a predetermined date. Your Monthly Fee shall not be adjusted without at least thirty (30) days written notice to you, which notice shall include an explanation of such adjustments. Any increase in the Monthly Fee from year to year will be determined by us in our sole discretion after evaluating

the Community's operating and other costs and other financial considerations.

- b) Upon at least thirty (30) days written notice to you, which notice shall include an explanation of such adjustments, we may make an additional adjustment to the Monthly Fees more than once per calendar year only if there is an aggregate projected increase in one or more elements of the Community's operating and capital budget (including without limitation, water and sewer fees, rubbish removal, real estate assessments, betterments and improvement assessment, and property and liability insurance premiums) during the calendar year of more than five percent (5%).
 - c) A table showing the frequency and average dollar amount of each increase in the Monthly Fees at the Community for the previous five (5) years of operation is attached as Appendix A. You agree that in the event of a Monthly Fee adjustment, you will pay the adjusted Monthly Fee.
 - d) If two persons have entered into this Contract, your Total Monthly Fee shall be adjusted upon the death of one Resident to be equal to the Primary Monthly Fee, as adjusted pursuant to this Section V.B.3.
4. **Additional Services.** You will be billed for Additional Services either at the time they are rendered or at the time you are billed for your Monthly Fee. The payment procedure for Additional Fees shall be the same as for your Monthly Fee, including the imposition of late payment charges and interest on late payments.
5. **Penalty and Interest for Late Payment.** We reserve the right to impose a late payment charge and to assess interest at the rate of one and one-half percent (1.5 %) per month for all balances which remain unpaid thirty (30) days after the date on which they are due. Any account balances, including late payment charges and interest, that remain unpaid when this Contract is terminated shall be deducted from any Entrance Fee Refund owed to you or your estate or designee under this Contract and any remaining unpaid amount shall become a lien against your assets or estate.

C. Payment For A Stay In our Personal Care Units

1. **Fees For a Stay in Personal Care Units.** If you move to an Assisted Living or Memory Care Unit in the Community, then you will pay an amount as follows: (i) ninety percent (90%) of the Basic Residency Fee established at such time for the applicable Unit and (ii) the standard rates established at such time for Personal Service Plans and Packages that you receive in the Personal Care Unit, as well as any a la carte and additional services you choose.

All such fees and expenses are defined in this Contract as your “Personal Care Unit Fees” and will be listed in the Assisted Living or Memory Care Addendum to this Contract. Personal Care Unit Fees may be increased at any time upon thirty (30) days written notice to you.

While you reside in a Personal Care Unit, your payment of Monthly Fees for your Living Accommodation will be in accordance with Sections 2 and 3 below. **Further, whether you release or retain your Living Accommodation while you reside in a Personal Care Unit, this Contract shall continue in full force and you will not be entitled to an Entrance Fee refund.**

2. **Temporary Stay.** If you move from your Living Accommodation into a Personal Care Unit for less than thirty (30) days during any ninety (90) day period (“Temporary Stay”), you will continue to pay your Monthly Fee (Primary Monthly Fee, if there are two of you under this Contract and one of you has a Temporary Stay) plus any other applicable Additional Fees. You will also pay the applicable Personal Care Unit Fees during the Temporary Stay.

3. **Extended Stay.** If you reside in a Personal Care Unit for longer than a Temporary Stay (“Extended Stay”), the fees shall be as follows:

a) Single Resident Requiring Extended Stay.

If you move to a Personal Care Unit on an Extended Stay basis, your monthly charges will depend upon whether you choose to release your Living Accommodation:

- i) If you choose to release your Living Accommodation for occupancy by someone else, the Monthly Fee will cease on the date that all of your furniture and other personal property has been removed from your Living Accommodation. If removal of your furniture and other personal property is not accomplished within 30 days of your determination to release your Living Accommodation, we may remove and store your property at the expense of you or your estate. You will pay the applicable Personal Care Unit Fees..
- ii) If you choose not to release your Living Accommodation, you will pay the Primary Monthly Fee, plus any applicable Additional Fees. You will also pay the applicable Personal Care Unit Fees.

b) Extended Stays When There are Two Residents.

If there are two persons under this Contract, and one of you moves to a Personal Care Unit on an Extended Stay basis, you will pay the Primary Monthly Fee plus any applicable Additional Fees. You will also pay the applicable Personal Care Unit Fees. If a second person is occupying your Living Accommodation as a non-resident and moves to a Personal Care Unit, market fees applicable to such Personal Care Unit shall apply.

If both of you under this Contract move to a Personal Care Unit on an Extended Stay basis, your monthly charges will depend upon whether you choose to release your Living Accommodation:

- i) If you choose to release your Living Accommodation for occupancy by someone else, the Monthly Fee will cease on the date that all of your furniture and other personal property has been removed from your Living Accommodation. If removal of your furniture and other personal property is not accomplished within 30 days of your determination to release your Living Accommodation, we may remove and store your property at the expense of you or your estate. You will pay the applicable Personal Care Unit Fees.
- ii) If you choose not to release your Living Accommodation, you will pay your Primary Monthly Fee plus any applicable Additional Fees. You will also pay the applicable Personal Care Unit Fees.

D. Medical Insurance/Medicare and Supplements Coverage

If you are sixty-five (65) years of age or older, you will obtain and maintain in force at your cost Medicare Part A, Part B and Part D, or insurance coverage under a public or private insurance plan that we deem acceptable to us. In addition, by the Occupancy Date, you will obtain and thereafter maintain either a supplemental insurance policy to pay Medicare co-insurance and deductible amounts or a Medicare Advantage Plan. If you are less than sixty-five (65) years of age, you will obtain medical insurance coverage that we deem equivalent to the coverage described in this Section V.D. We maintain the right to request proof of coverage from time to time.

Should you fail to arrange for health insurance coverage and/or government program benefits, then after your receipt of written notification from us, you hereby authorize and appoint us, or our designee, as your attorney-in-fact with full powers of appointment, to make application but without the obligation to do so, for such health insurance and/or government program benefits on your behalf, to pay any premiums required to obtain such health insurance, and to bill the cost of such health insurance premiums and related fees to you on your monthly statement, and further agree to execute any necessary documents to effect any of the foregoing.

The Monthly Fee is charged for all services provided pursuant to this Contract and is not in lieu of health insurance benefits (including benefits which may be

available from Medicare or other third-party payor). Any amounts paid or owing to you from any of the above Medicare, federal, state, municipal, private, or supplemental health insurance plans for services rendered to you by us shall be paid to us. You will seek diligently to obtain all reimbursements, payments, proceeds or other benefits available under such plans or programs and authorize us to take such action as may be required to obtain and recover same. Our receipt of such amounts, if applicable, shall not reduce your obligation to pay all applicable Monthly Fees, Additional Fees and Personal Care Unit Fees to us hereunder.

E. Release of Living Accommodation

In the event you release your Living Accommodation because of a move to a Personal Care Unit, we shall have the right to make your Living Accommodation available to another prospective resident of the Community.

F. Resident's Financial Screens

You have participated in our financial screening process. As part of that process you provided a list of your total assets and all sources of income, which is attached to the Reservation Agreement as Exhibit C. You agree that as a condition of residency in the Community, you will provide on an annual basis an update of all financial information contained in the Confidential Financial Statement on forms to be provided by us. You further agree not to intentionally transfer or deplete your assets to an extent that could impair your ability to pay all amounts due under this Contract.

G. Inability to Pay Fees Due to Financial Difficulty

Without in any way limiting our right to terminate this Contract in accordance with Article VI, Section B.1, your Contract will not be terminated solely by reason of your financial inability to pay the fees required under this Contract, so long as you establish facts to justify deferment of such fees and when deferment of such fees can, in the our sole discretion, be granted and continued without impairing our ability to operate the Community on a sound financial basis for the benefit of all residents (financial inability, subject to such limitations, "Financially Unable to Pay").

In determining whether you establish facts to justify deferment of fees, we will consider factors such as and including, but not limited to, whether you submitted accurate and complete financial information upon application to the Community; whether you made gifts of your property or transferred it other than to meet ordinary and customary living expenses after the date of this Contract which impaired your ability to meet your financial obligations; whether you have failed to maintain your Medicare Part A, Part B and/or supplemental insurance coverage; and whether you have breached any of your other obligations to us.

Any fees that are deferred if you are Financially Unable to Pay or that are paid on your behalf from any source that we may establish for this purpose in our sole discretion, and any applicable late fees and interest, shall be deducted from any refund owed to you or your estate (or other designee) under this Contract and (except for any and all Personal Care Unit Fees) shall be forgiven to the extent that they exceed such refund. At our request, you agree to enter into a special financial assistance amendment to this Contract at the time of any such deferrals to reflect the deferred charges currently payable, any interest rate to be applied to such deferrals and any other arrangements with respect to such deferral.

In such circumstances, (x) if requested by the Executive Director, you will agree to move to a Living Accommodation with a lower associated Entrance Fee and Monthly Fees (and any amounts otherwise due to you under Section VII.H of this Contract would be retained in escrow to offset your financial obligations under this Contract) and (y) you will release your Living Accommodation if you (or both of you, if there are two residents in a Living Accommodation) move to a Personal Care Unit on an Extended Stay.

Notwithstanding any of the foregoing, if you are Financially Unable to Pay the Personal Care Unit Fees, then we will have the right to terminate the Contract pursuant to Article VI, Section B.1 (but, if you have selected the 90% refundable Entrance Fee option, only if the Personal Care Unit Fees deferred on your behalf exceed the refund due to you or your estate under the Contract). In such case, the special provisions applicable to termination of an assisted living residency agreement set forth in Article VII of the Addendum would also apply.

This Section G is not applicable if, to initially qualify for residency at the Community, a third party(ies) with adequate resources agreed in writing, prior to

your acceptance for residency, to guaranty payment of your obligations under the Contract.

H. Temporary Absences

If you are temporarily absent from the Community for any reason, including for medical reasons such as hospitalization, a transfer to a skilled nursing facility, or a transfer to an Off-Site Facility, your right to occupy the Living Accommodation will continue, and your payment obligations under this Contract will continue to apply.

ARTICLE VI. TERMINATION OF CONTRACT

A. Prior to Occupancy

1. Termination due to Death, Illness, Financial Condition or Unavailability.

- a) If you die (or if there are two Residents who are parties to this Contract and both die) prior to assuming occupancy of the Living Accommodation or due to illness you cannot live independently and do not assume occupancy, then this Contract shall automatically terminate. If Resident is two (2) persons, and only one (1) person dies, the other person shall have the right to terminate this Contract without penalty.
- b) If your financial condition changes prior to assuming occupancy to the extent that, in our opinion, you will be unable to meet your financial obligations under this Contract, then we may terminate this Contract by written notice to you.
- c) If the Living Accommodation is not available for occupancy on the Occupancy Date, the Contract shall be deemed automatically canceled unless otherwise agreed upon in writing by you and us. If the Living Accommodation is ready pending additional

modifications that you have requested, the Living Accommodation is deemed “available” as it relates to this section.

- d) Within thirty (30) days after termination of this Contract pursuant to Sections a., b. or c. directly above, we shall refund to you or your Legal Representative all amounts paid to us by you, plus any applicable interest, less any costs specifically incurred by us at your written request and set forth in a written addendum to this Contract signed by you.

2. **Termination by Resident**

- a) At any time prior to assuming occupancy of the Living Accommodation, you may terminate this Contract without cause, upon written notice to us.
- b) If the Living Accommodation is available for occupancy on the Occupancy Date, your failure to occupy the Living Accommodation on the Occupancy Date may be deemed a termination of this Contract by you unless an extension of the Occupancy Date has been agreed to in writing by you and us.
- c) Within thirty (30) days after your termination of this Contract pursuant to Section 2.a. and b. above, we will refund to you or your Legal Representative all amounts you have paid to us, plus any applicable interest, less: (i) any costs specifically incurred by us at your written request and set forth in a written addendum to this Contract signed by you and (ii) an administrative charge of one percent (1%) of the Total Entrance Fee.

- 3. **Occupancy.** For purposes of this Article VI, the terms “occupancy” and “assuming occupancy” shall include (i) your residence in the Living Accommodation or (ii) your acceptance of the keys to the Living Accommodation and taking any actions to evidence possession thereof, including moving any of your belongings into the unit or accessing your unit (either directly or by your agents) to evaluate, decorate, renovate or customize your Living Accommodation.

B. After Occupancy.

1. **Termination by Us.** We may terminate the Contract at any time after you assume occupancy of your Living Accommodation for good and sufficient cause. Good and sufficient cause shall include, but not be limited to, any of the following:
 - a) Subject to Article V, Section G, of the Contract, failure to pay when due, any fees or charges due under this Contract.
 - b) Conduct by you that constitutes a danger to yourself or others.
 - c) A material breach of the terms and conditions of this Contract.
 - d) Failure or refusal to move to the appropriate Personal Care Unit or to an appropriate Off-Site Facility in accordance with Section IV.B. of this Contract.
 - e) Intentional transfer or depletion of assets to an extent that could impair your ability to meet your financial obligations under this Contract.
 - f) Repeated conduct by you that interferes with the quiet enjoyment of the Community by other residents.
 - g) Failure or refusal to comply with Community rules set forth in the Resident Handbook, as it may be amended from time to time.

In the event of termination under this Section VI.B.1, items b – g above, except as provided below, we will give you written notice of the cause of termination and you will have thirty (30) days thereafter within which to correct the problem. If the problem is corrected to our satisfaction within such time, this Contract shall not then be terminated. If the problem is not corrected to our satisfaction within the thirty (30) day period, this Contract will be terminated sixty (60) days after the original notice of termination. However, if we determine that either the giving of notice or the lapse of time as above provided might be detrimental to you or other residents or staff of the Community, or if we determine that the problem constituting cause for termination cannot be cured, then any notice and/or waiting period prior to termination shall not be required.

In the event of termination for non-payment, you will be given thirty (30) days written notice of termination and you will have thirty (30) days from the date of the notice to bring your account current.

On or before the date of termination, you shall move from the Community and vacate the Living Accommodation. You shall remain obligated to pay the Monthly Fee until you have vacated the Living Accommodation and removed all of your personal property from the Living Accommodation. If you are residing in a Personal Care Unit, our and your rights and obligations shall also be governed by the terms of the applicable Addendum that you sign.

If this Contract is terminated by us pursuant to this Section VI.B.1, you shall be entitled to receive a refund of a portion of the Entrance Fee in accordance with Section VI.C below.

2. **Termination by Resident.** You have the right at any time after assuming occupancy of the Living Accommodation to terminate this Contract by delivering to us a written notice of termination. The written notice need not cite any reason for the termination but shall specify a date of termination which shall not be less than (i) sixty (60) days after the date the notice is given, if termination is due to a permanent move to an Off-Site Facility or off-site skilled nursing facility, or (ii) one hundred twenty (120) days after the notice is given, in all other cases.

On or before the date of termination, you shall move from the Community and vacate your Living Accommodation. Following the termination date, you shall remain obligated to pay the Monthly Fee until the later of: (x) the date on which you have vacated the Living Accommodation and removed all of your personal property from it or (y) the date specified in your written notice of termination.

If you terminate this Contract pursuant to this Section VI.B.2, you shall be entitled to a refund of a portion of the Entrance Fee in accordance with Section VI.C below.

3. **Termination by Death.** This Contract shall terminate upon your death, or, if there are two Residents who are parties to this Contract, upon the death of the surviving Resident. Monthly Fees shall continue to be due hereunder until all of your personal property is removed from the Living Accommodation or Personal Care Unit, as applicable.

If this Contract is terminated by your death, your estate shall be entitled to a refund of a portion of the Entrance Fee in accordance with Section VI.C below. If you do not wish to have such amount paid to your estate upon your death (or death of the surviving Resident if there are two of you), you may choose to assign your right to repayment of a portion of the Entrance Fee to a trust or other person designated by you by completing an Assignment of Refund Payment in the form we will provide to you upon your request and returning it to us. In the absence of any agreement between Residents of a double-occupied Living Accommodation which has been provided to New Pond Village, then the portion of the Entrance Fee refund will be repayable to the estate of the last surviving Resident.

C. **Refund.** Your refund upon termination of this Contract after occupancy of the Living Accommodation is governed by Appendix B – Refund Selection. Please review Appendix B carefully, make a selection of refund type and sign Appendix B.

D. **Release of the Community.** Upon the termination of this Contract, we and all of our affiliates will be released from any and all obligations to you except for the obligation to pay any Entrance Fee Refund due hereunder.

E. **Removal of Resident's Property Upon Termination.** In the case of your death, we shall release all your property to the person(s) designated by you in writing to receive it, or if no such person(s) shall have been designated, then to your executor or administrator, or if no executor or administrator qualifies within thirty (30) days of your death, then to your next of kin.

Your personal property shall be removed from your Living Accommodation or accommodation in the Personal Care Unit, if applicable, on or before the termination date; provided that in the case of your death (or if there are two Residents

who are parties to this Contract, upon the death of the surviving Resident), the persons specified in the previous paragraph must remove all personal property from the Living Accommodation, within one month of death, unless special arrangements are made with us in writing.

If your personal property is not removed as provided above, we have the right to remove and store it at your expense for up to six (6) months, after which time it may be sold and the proceeds (less expenses) credited to your account.

Payment of your Monthly Fee shall continue to be due on a prorated basis until your property is removed from your Living Accommodation or your accommodation in the Personal Care Unit, if applicable.

ARTICLE VII. OTHER CONSIDERATIONS

A. Notices. All notices required by this Contract shall be in writing and mailed, via registered or certified mail return receipt requested, delivered by nationally recognized overnight delivery service or hand delivered (i) to us at our address as shown below, and (ii) to you at the address shown below, or after your occupancy date, by depositing the notice in your Community mail box.

New Pond Village OpCo LLC to:

**New Pond Village
180 Main Street
Walpole, MA 02081
Attn: Executive Director**

Resident to:

The address to which notice must be delivered may be changed from time to time by either party by written notice to the other party. A notice sent in compliance with the provisions of this section shall be deemed given on (i) the date of delivery, if given by personal delivery (which includes personal delivery to you in your Community mail box), (ii) five business days after mailing, if mailed by U.S. postal service certified or registered mail or (iii) the next business day after the notice is received by the overnight courier service.

B. Resident's Covenant of Performance. You agree to pay promptly all fees and charges required by this Contract, and otherwise to comply fully with all of your other obligations set forth in this Contract.

C. Attorney's Fees. In the event that we take action to collect amounts due under or otherwise enforce the terms of this Contract, you are liable for reasonable attorney's fees and/or costs of collection incurred in connection with such action.

D. Pet. You may maintain a dog, cat or other small and orderly pet in your Living Accommodation upon the approval of and on terms prescribed by the Executive Director. No such approval shall be necessary for service and substantiated support animals, or for fish or small birds which are kept in appropriate containers. You will be responsible for ensuring that any pet is properly cared for and that your pet does not create any disturbance or otherwise constitute a nuisance. You agree to comply with pet rules established by us as set forth in a Pet Agreement, which may be amended from time to time. Special rules apply to service and substantiated support animals, as set forth in the Resident Handbook.

E. Additional Occupants

1. **Guests.** Any guest staying overnight must first register with the Community. Prior approval must be obtained from the Executive Director if a guest is to stay for more than fourteen (14) nights in any sixty (60) day period. Guests shall acquire no rights or privileges under this Contract.
2. **Other Parties.** A person who does not or cannot become a party to this Contract, may live with you in your Living Accommodation on a non-

resident basis with the prior written permission of the Executive Director. If approved, the Monthly Fee shall be adjusted to reflect double occupancy. In addition, if the non-resident second person moves to a Personal Care Unit, he or she will be charged the standard rates for residency in the applicable Personal Care Unit that would apply to a non-resident of the Community plus applicable Additional Fees.

3. **Live-in Caregiver**. If you have a live-in private duty caregiver, you will pay a daily Live-in Caregiver Fee, as set forth on the Ancillary Charge Sheet attached hereto as Exhibit B.

F. Marriage or Joint Living Arrangements

1. **Two Residents**. If two residents marry or desire to live together, either resident may terminate his or her Continuing Care Contract under Section VI.B.2 hereof, release his or her Living Accommodation and be entitled to a refund pursuant to Section VI.C. The terminating resident may then become a party to the other resident's Continuing Care Contract and become a second occupant in the occupied Living Accommodation after paying a Second Person Entrance Fee. The two residents shall thereafter be jointly and severally liable for and pay a new Monthly Fee equal to the Monthly Fee that applies to double occupancy of the occupied Living Accommodation.
2. **Resident and Non-Resident**. If you marry or wish to live with a non-resident who meets the Community's entrance requirements, the non-resident may become a resident of the Community and may become a party to this Contract. In such event, you will pay the prevailing Second Person Entrance Fee and the prevailing Second Person Monthly Fee, in addition to the Primary Entrance Fee and Primary Monthly Fee. If the non-resident does not or cannot become a party to this Contract, he or she may occupy your Living Accommodation with you on a non-resident basis as provided under Section VII.E.2. of this Contract.

G. Termination of Shared Living Arrangement. If two Residents sharing a Living Accommodation desire to separate, they may by mutual agreement choose among the following options:

1. **Retention of the Same Living Accommodation.** One Resident may leave the Community and the other Resident may retain the Living Accommodation and pay the Monthly Fee for single occupancy. No refund of any portion of either of their Entrance Fees will be made at that time (provided that the 1% amortization per month shall cease on the Second Person Entrance Fee and the remaining unamortized amount shall be refunded at the time of the ultimate Entrance Fee Refund, if applicable).
2. **Transfer to an Alternate Living Accommodation.** One Resident may move to another Living Accommodation, if and when available. Upon move-in, such Resident shall be required to pay an additional Entrance Fee, in an amount equal to the then current Entrance Fee for the new Living Accommodation, less the Second Person Entrance Fee previously paid for the original Living Accommodation. Such Resident shall also pay the Primary Monthly Fee for single occupancy of the new Living Accommodation. The Resident staying in the original Living Accommodation shall pay the Primary Monthly Fee for that Living Accommodation and shall be entitled to a refund of the applicable portion of the Primary Entrance Fee upon termination of the Contract pursuant to Section VI.C of this Contract.

H. Change of Living Accommodation. You shall be entitled to move to a different Living Accommodation subject to availability and to our determination that your financial situation is such that you will be able to pay all Fees due to us hereunder. If you move to a Living Accommodation requiring a higher Entrance Fee, you shall pay us an additional Entrance Fee equal to the difference between the original Entrance Fee paid and the Total Entrance Fee (based on single or double occupancy, as applicable) then in effect for the new Living Accommodation. If you move to a Living Accommodation requiring a lower Entrance Fee, you shall be entitled to receive an amount equal to ninety percent (90%) of the differential between the original Primary Entrance Fee and the Primary Entrance Fee for the new Living Accommodation, less any deductions permitted by this Contract relating to the condition of your original living accommodation, within 60 days after a

Qualified Resale of the previous living accommodation, and your Entrance Fee Refund on termination of the Contract shall be determined based on the Entrance Fee for the new Living Accommodation.

I. Arrangements for Guardianship or Conservatorship. If your mental condition changes so that you are not able to care properly for yourself or your property, and if you have made no other designation of a person or legal entity to serve as guardian or conservator, we may apply to a court of law to appoint a legal guardian or conservator.

J. Arrangements in Event of Death. Funeral arrangements are the responsibility of your family or estate and we have no obligation to make such arrangements or provide such services, except where your family or estate fail to do so. Any expenses advanced by us relating to the funeral or burial shall become a debt of your estate.

K. Property Rights

1. **Right of Entry.** You agree that we and our employees and agents shall have the right, at all reasonable times, to enter your Living Accommodation for purposes of management, housekeeping, maintenance, enforcement of applicable laws and regulations, emergency purposes or any other reasonable purpose. Advance notice will be given except in an emergency.
2. **Ownership Rights; Subordination.** This Contract is a continuing care contract governed by Massachusetts General Laws Chapter 93, Section 76. In exchange for your payment of the Entrance Fee and Monthly Fee, we agree to provide accommodations and benefits as set forth in this Contract. You have no ownership interest or proprietary rights in your Living Accommodation or the property, grounds, land, buildings, improvements or other Community facilities. This Contract shall not be construed to be a lease or to confer any rights of tenancy or ownership to you. Your rights under this Contract are subject to all terms and conditions of this Contract and subordinate to any mortgage, financing deed, deed of trust, or other financing on the Community, and you agree to execute and deliver any document which is required to this

effect, upon our request. Upon request, you agree to execute and deliver any instrument requested by us to effect the sale, assignment, or conveyance of the Community, provided that by so doing you shall not be required to prejudice your rights under this Contract. Any refunds to which you are entitled under this Contract shall not be affected by this section.

3. **Residential Purposes.** Your Living Accommodation is to be used for residential purposes only. Use for any other purpose requires approval of the Executive Director.
4. **Responsibility for Damages.** You will be responsible for any loss or damage to our property caused by your negligence or intentional act or that of your guests or invitees. If the negligence or intentional act of a person who is not our employee or agent results in injury, illness or damage to you or your property, or to others or their property, we assume no responsibility therefor and you release and discharge us from all liability and responsibility for same.
5. **Insurance.** You agree to provide adequate personal property and liability insurance for you and for your property, with a minimum of \$500,000 liability coverage to cover any incidents that may occur inside the Living Accommodation. We maintain the right to request proof of coverage from time to time.

L. Rules. We shall have the right to adopt or amend, either alone or with or through a residents' association, such reasonable rules and regulations as we deem necessary or desirable for the proper management and operation of the Community and for the safety, health and comfort of the residents. The rules and regulations in effect at the time of execution of this Contract are set forth in the Resident Handbook. You agree to abide by such rules and regulations, as they may be amended from time to time. The Resident Handbook includes procedures for you to address any concerns or complaints you may have during your residency.

Please note that firearms are not permitted anywhere on the Community campus and smoking is not permitted in your Living Accommodation, in any

common areas or in any Personal Care Unit. Smoking is only permitted in designated outdoor smoking areas.

M. Private Duty Care. Private duty care is available through third party providers and may, in the future, be available through Personal Care Unit personnel. If you choose to make other arrangements, you will be responsible for arranging for, supervising and compensating any private duty personnel providing care or companionship services to you and agree to comply with the provisions governing private duty personnel, set forth in the Resident Handbook, as it may be amended from time to time. The terms “private duty personnel,” “private duty caregivers” and similar terms do not include care provided by our Personal Care Unit personnel or program established in the future. In Massachusetts, private aides must familiarize themselves with Benchmark policies. These steps must be completed before the caregiver begins work. Whether you use an agency or employ the individual(s) directly, private duty caregivers are your responsibility. For a copy of the Guidelines and other relevant documents, please see the Executive Director. An additional daily charge applies if you have live-in private duty caregivers.

N. Power of Attorney and Health Care Proxy. You will provide copies of all current durable powers of attorney and health care proxies to us.

O. Non-Discrimination. We admit person to the Community without regard to gender, handicaps, race, color, national origin, sexual orientation or religious affiliation.

P. Compliance with Laws. Residents of the Community will be afforded all rights and privileges under Massachusetts General Laws Chapter 93, Section 76, and all other applicable laws. We will comply with all municipal, state and federal laws and regulations regarding consumer protection and protection from financial exploitation.

Q. Circumstances Excusing Performance. In the event that we, notwithstanding our diligent and good faith efforts, are prevented from the performance of any act required hereunder by reason of strikes, lockouts or labor troubles, epidemic, failure of power, fire, winds, acts of God, riots, insurrections or war, 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.

R. Accuracy of Information. You represent and warrant that all information that has been or will be submitted to us by you as required in making application and providing any updates to the Community is and will be true and complete. You understand and acknowledge that we are relying on such information.

S. Confidentiality of Your Information. We acknowledge that your personal and medical information are confidential. We shall maintain the confidentiality of such information in compliance with Federal and state laws and regulations.

T. Personal Obligations of Residents. We will not be liable or responsible for any expenses, debts, or obligations incurred by you on your own account, nor shall we be obligated to furnish, supply, or give you any support, maintenance, board or lodging while you are absent from the Community except as may be provided in this Contract.

U. Waiver. Our failure in any one or more instances to insist upon strict compliance by you with any of the terms of this Contract shall not be construed to be a waiver by us of such term(s) or of the right to insist upon strict compliance by you with any of the other terms of this Contract.

V. Assignment. Your rights under this Contract are personal to you and cannot be transferred or assigned by any act of you, or by any proceeding at law, or otherwise. The Contract shall bind and inure to the benefit of our successors and assigns and shall bind and inure to the benefit of your heirs, executors and administrators in accordance with its terms. If we or any of our successors or assigns, notify you that any or all of our rights, duties and obligations under this Contract have been assigned to a new person or entity registered as a continuing care provider under the laws of The Commonwealth of Massachusetts to provide services at the Community, you agree to recognize such new person or entity as the operator of the Community in our place under this Contract, to the extent of the assignment.

W. Entire Contract. This Contract, including all exhibits, constitutes the entire Contract between us and you. We are not liable for nor bound in any manner

by any statements, representations or promises made by any person representing or proposing to represent us unless such statements, representations, or promises are set forth in the Contract. Any modification of the Contract must be in writing and signed by us and by you.

X. Partial Illegality. This Contract shall be construed in accordance with the laws of The Commonwealth of Massachusetts. If any portion of this Contract shall be determined to be illegal or not in conformity with applicable laws and regulations, such portion shall be deleted and the validity of the balance of this Contract shall not be affected.

Y. Complaints. Any concerns or complaints regarding services or any other matter should be addressed first to the appropriate Department (for example, Dining, Facilities) and, if satisfaction is not obtained, then to the Executive Director.

Z. Construction. Words of either gender used in this Contract shall be deemed to include the other gender and words in the singular shall be deemed to include the plural, when the sense requires.

AA. Joint and Several Obligations. If two parties execute this Contract as residents, the term “Resident” or “you” as used in the Contract, shall apply to both and the provisions of this Contract shall apply to them jointly and severally.

BB. Non-Residents. Under certain circumstances, a second person may occupy your Living Accommodation as a non-resident. See Sections VII. E. 2 and F.2 of this Contract. Any non-resident is not a party to and has no rights under this Contract and the non-resident will enter into his or her own contract with the Community. You and the non-resident will agree to pay the Second Person Monthly Fee for the non-resident and any Personal Care Unit charges that may be incurred by him or her.

CC. Management Agent. We reserve the sole right to provide management of the Community in the best interests of all residents and reserve the right to manage and make all decisions concerning the admission, terms of admission and continued residence of all residents consistent with law. Benchmark Senior Living LLC has the authority to act on our behalf with regard to all matters pertaining to us and to the Community.

DD. Arbitration Agreement. Arbitration is often a quick way to resolve a dispute fairly without involving the court system. We propose that you and the Community agree to use arbitration if there is a dispute arising from your stay at the Community. We have included a Voluntary Arbitration Agreement as Exhibit C to this packet. Before signing, you are encouraged to read the Arbitration Agreement carefully, to ask any questions you have, and to consult with your attorney, family, or friends before choosing to accept the terms and conditions of the agreement to arbitrate. If you do not wish to accept the Voluntary Arbitration Agreement, you will still be allowed to live in and receive services in the Community.

IN WITNESS WHEREOF, the parties hereto have executed the Contract, as of the date and year first above written.

RESIDENT Enter Resident Name

Resident

Date

Legal Representative¹ (if applicable)

RESIDENT Enter Resident Name

Resident

Date

Legal Representative (if applicable)

NEW POND VILLAGE OPCO LLC

By Its Agent, Benchmark Senior Living LLC

By: _____
Insert Name

Date

Title: _____

¹ The Legal Representative is a person authorized by the Resident and/or applicable law to make health care and contract decisions on the Resident's behalf in connection with his or her residency at the Community. The Resident must have a Legal Representative if the Resident does not wish to, or is not capable of making, health care or contracting decisions on his or her own behalf.

EXHIBIT A

DEFINITIONS

Addendum	IV.A.3
Additional Fees	III.J
Additional Services	III.J
Assisted Living Unit	I.B.2
Alternative Refund Amount	VI.C.
Community	Introductory Paragraph
Effective Date	Introductory Paragraph
Contract	Introductory Paragraph
Disclosure Statement	I.C
Elected Refund Amount	Appendix B – Refund Selection
Entrance Fee	V.A.1
Extended Stay	V.C.3
Financially Unable to Pay	V.G.
Legal Representative	Signature Page of Contract
Living Accommodation	Article II
Memory Care Unit	I.B.2
Monthly Fee	V.B.2
Off-Site Facility	IV.C
Occupancy Date	Article II
Personal Care Services	IV.A.3
Personal Care Units	IV.A.3
Personal Care Unit Fees	V.C.1
Primary Entrance Fee	V.A.1
Primary Monthly Fee	V.B.1
Qualified Resale	Appendix B – Refund Selection
Refund Selection	V.A.4
Second Person Entrance Fee	V.A.1
Second Person Monthly Fee	V.B.1
Statutory Refund Amount	Appendix B – Refund Selection
Total Entrance Fee	V.A.1
Temporary Stay	V.C.2

EXHIBIT B

ANCILLARY CHARGE SHEET



**New Pond Village Assisted Living and Harbor (Memory Care)
Lifecare FEE SCHEDULE**

SERVICES	FEEs
----------	------

Basic Residency Fee

Individual

Shared

Traditional Assisted Living and Harbor Suites	Based on Independent Living Monthly Service Fee	Based on Independent Living Monthly Service Fee
Harbor Suites	Additional \$60 per day	Based on Independent Living Monthly Service Fee

Above Prices are subject to change based on availability

Personal Service Plans and Packages

Traditional Living Care/Traditional I	Included
Traditional II/Traditional III/Traditional IV/Traditional V	\$95/ \$135/ \$180/ \$225 per day
Harbor Care	Included
Harbor I/Harbor II/Harbor III/Harbor IV/Harbor V	\$81/ \$113/ \$153/ \$194/ \$234 per day
Traditional Level I Medication Management Program	Included
Traditional Level II/III Medication Management	\$32/\$41 per day
Harbor Level I Medication Management	\$32 per day
Harbor Level II Medication Management	\$41 per day
Continence Management Package- LI/LII	\$10/ \$15 per day

A La Carte and Additional Services

Additional Laundry Service*	\$28 per load
Additional Housekeeping Service*	\$20 per ½ hour
Signature Services Hourly Package (2 hour daily min)	From \$30 for companion/\$36 non companion
Rug Shampoo	\$75-\$150 per room
Tray Service	\$10 per meal
Thickened Liquids	\$10 per day
Guest Meals (holiday meal pricing varies)	\$11/Breakfast and \$22 Lunch/Dinner
Guest Bed and Breakfast Service (if available)	\$140 per day
Live-In Caregiver Fee	\$40 per day
Suites Relocation Service	\$500-\$750 (dependent on apartment size)
New / Additional Key	\$15
Pendant Replacement (if applicable)	\$175
Returned Check	\$30 per Returned Check
Late Payment Charge	**
Beauty/Barber / Podiatry Services / Dietary Support	Established by provider
Cable Television / Telephone Services	Established by provider
Meal Credit Allowance while on Leave of Absence	\$7 per day (up to 30 days in calendar year)

*As a supplement to the services provided as part of your Monthly Fee and, if applicable, our Personal Service Plans

All fees subject to change with a 30 day advance written notice.

**Late fee is assessed and calculated in accordance with the Continuing Care Contract.

EXHIBIT C

VOLUNTARY ARBITRATION AGREEMENT

The Resident and/or Legal Representative (if applicable), and the Community (hereinafter “the Parties”) each agree that in the event of a Dispute (as defined in this Agreement) such Dispute will be resolved exclusively and finally through binding arbitration as described in this Arbitration Agreement.

A. Arbitration. Any and all claims or controversies (hereinafter “Disputes”) arising out of or *in any way* relating to the Residency Agreement, this Arbitration Agreement and/or any of the Resident’s stay(s) at the Community, whether existing now or arising in the future, whether arising out of State or Federal law, whether for statutory, compensatory or punitive damages, or whether the Dispute sounds in contract, tort, common law or statute, shall be subject to binding arbitration. Nothing in this Agreement shall prevent the Resident from filing a grievance or complaint with the Facility or appropriate government agency or from seeking a review under any applicable Federal, State or local law of any decision to discharge or transfer the resident, nor shall this Agreement supersede any applicable Federal, State or local law pertaining to the eviction of the Resident. This Agreement shall not prevent any party from seeking interim equitable relief from a court of competent jurisdiction to prevent irreparable harm or to preserve the positions of the parties pending arbitration, or to seek appointment of an arbitrator. In addition, the parties are not precluded by this Agreement from seeking remedies in small claims court for disputes or claims within its jurisdiction.

B. Expansive Authority of Arbitrator. The Arbitrator is empowered to, and shall, resolve **all** Disputes, including without limitation, any Disputes regarding the making, execution, validity, enforceability, voidability, unconscionability, severability, scope, arbitrability, interpretation, waiver, duress, preemption or any other defense to enforceability of this Arbitration Agreement, as well as resolve the Parties’ underlying Disputes, as it is the Parties’ intent to completely avoid the court system.

C. What is Arbitration?

1. **Waiver of Trial by Judge or Jury.** Arbitration is a method of resolving disputes without involving the courts. In arbitration, a dispute is heard and decided by a private, neutral individual called an Arbitrator. The Parties are **not** waiving their right to bring a claim by agreeing to arbitrate disputes. **However, by signing this Arbitration Agreement, the Parties are giving up and waiving their right to have any Dispute decided in a court of law before a judge and/or jury**, as the Parties desire and expressly agree that any Dispute between them be resolved *outside* the court system.
2. **Binding on Parties and Others.** It is the Parties' intention that this Arbitration Agreement shall inure to the direct benefit of and bind the Community, its parent, affiliates, and subsidiary companies, management companies, executive directors, owners, landlords, officers, partners, shareholders, representatives, directors, medical personnel, employees, managers, successors, assigns, agents, attorneys and insurers and any entity or person that provided any services, supplies, or equipment related to the Resident's stay(s) at the Community; and shall inure to the direct benefit of and bind the Resident and his/her successors, spouses, children, next of kin, guardians, conservators, administrators, legal representatives, responsible parties, assigns, agents, attorneys, health care proxies, health care surrogates, attorneys-in-fact, designees, third-party beneficiaries, insurers, heirs, trustees and representatives, including the personal representative, conservator or executor of the Resident's estate, any person whose claim is derived through or on behalf of the Resident, any person who previously assumed responsibility for providing the Resident with necessary services such as food, shelter, clothing, or medicine, and any person who executed this Arbitration Agreement. The Parties agree that all aspects of a controversy, including claims, cross-claims, and counterclaims, made by or against any person or entity bound by this Arbitration Agreement shall be included and exclusively adjudicated through Binding Arbitration, except as otherwise stated herein.
3. **Integration Clause.** This Arbitration Agreement represents the Parties' entire Agreement regarding Disputes, and it may only be changed in a writing signed by all Parties.

D. Arbitration Procedures and Applicable Law.

1. **Federal Arbitration Act.** The Parties expressly agree that the Residency Agreement, this Arbitration Agreement, and the Resident's stay(s) at the Community involve interstate commerce. The Parties also stipulate that the Federal Arbitration Act 9 U.S.C. §1-16 in effect as of July 1, 2013 ("FAA") shall apply to this Arbitration Agreement, and that the FAA shall preempt any inconsistent state law and shall not be reverse preempted.
2. **Arbitration Process:**
 - a. Demand for Arbitration shall be made by any persons asserting that a Dispute exists (the "Claimant" or "Claimants") in writing and served via certified mail, return-receipt requested upon the persons or entities against whom the Dispute is asserted (the "Respondent" or "Respondents").
 - b. The Demand for Arbitration must contain a short statement of the nature of the Dispute and the relief sought by the Claimant or Claimants.
 - c. The arbitration panel shall be composed of one (1) arbitrator ("Arbitrator"). If there is no agreement on the selection of the Arbitrator within ninety (90) days after the Demand for Arbitration, then on the ninety-first (91st) day after the receipt of the Demand for Arbitration, the Claimants and Respondents shall each select one arbitrator, and those two arbitrators shall confer with each other in good faith to select the ultimate and sole Arbitrator to resolve the Dispute.
 - d. The Arbitrator shall decide the Dispute at the Arbitration Hearing through the issuance of an Arbitral Award that contains detailed findings of fact and conclusions of law that support the relief granted in the Arbitral Award.
 - e. The Arbitrator shall apply the Federal Rules of Evidence, except where otherwise stated in the Arbitration Agreement.
 - f. At the Arbitration Hearing, the Arbitrator shall apply, and the Arbitral Award shall be consistent with, the State substantive law for the State in which the Community is located.

- g. A Demand for Arbitration or other claim that is not served within the statute of limitations period that would apply to the same claim in a court of law sitting in the State wherein the community is located shall be waived and forever barred.
3. **Arbitration Discovery.** The following reasonable limitations shall apply to discovery during the arbitration process unless the Arbitrator determines that different discovery limitations are appropriate in order to preserve due process and/or are necessary to issue a just Arbitral Award on the merits of the Dispute:
- a. Each side shall be allowed to take no more than ten depositions, not including expert witnesses;
 - b. Each side shall be allowed to have no more than two expert witnesses;
 - c. Each side shall be allowed to serve no more than 30 interrogatories; and,
 - d. Each side shall be allowed to serve no more than 30 requests to produce documents.
4. **Confidentiality:** The arbitration proceeding shall remain confidential in all respects, including all arbitration filings, deposition transcripts, documents produced or obtained in discovery, or other materials provided by and exchanged between the Parties and the Arbitrator's findings of fact, conclusions of law, and award.
5. **Fees and Costs.** The Arbitrator's fees and costs associated with the arbitration shall be divided equally among the Parties to this Arbitration Agreement and the Parties shall bear their own attorneys' fees and costs in relation to preparation for and attendance at the arbitration hearing. To the extent permitted by law, any Party who opposes arbitrating the Parties' Dispute and/or opposes enforcement of the terms of the Arbitration Agreement and unsuccessfully defends against its enforcement shall be required to pay the successful Parties' attorney fees and costs incurred to enforce the Arbitration Agreement (i.e.; Motion to Compel Arbitration or for any other means reasonably undertaken to enforce the Arbitration Agreement).

6. **Waiver of this Arbitration Agreement.** Any Claimant may file its Dispute in a court of competent jurisdiction subject to the Respondent's approval, which approval shall be established by Respondent's filing a response to the Complaint without simultaneously moving to enforce this Arbitration Agreement. Should one of the Parties to this Arbitration Agreement breach its terms by initiating a lawsuit in the court system, the Parties expressly agree that participation in cooperative general discovery while a motion to compel arbitration is pending shall not constitute evidence of a waiver of the right to arbitrate. Filing a Dispute in small claims court shall be considered a waiver of this Arbitration Agreement. However, a waiver of this Arbitration Agreement for one Dispute shall not constitute a waiver of this Arbitration Agreement for any other Dispute.
 7. **Survival Clause.** Except as noted below in Section F ("Right to Change your Mind") of this Arbitration Agreement, the terms and conditions recited herein shall survive and remain in full force and effect notwithstanding the death of the Resident, the discontinuation of operations at the Community, or the termination, cancellation or natural expiration of the Residency Agreement or any other contract between Parties.
 8. **Severability.** Any clause, term, phrase, provision or part thereof contained in this Arbitration Agreement is severable, and in the event any of them shall be found to be invalid for any reason, this Arbitration Agreement shall be interpreted as if such invalid clause, term, phrase, provision or part thereof were not contained herein, and the remaining clauses, terms, phrases, provisions or parts thereof, of this Arbitration Agreement shall not be affected by such determination and shall remain in full force and effect. This Arbitration Agreement shall not fail because any clause, term, phrase, provision, or part thereof shall be found void, invalid, or unenforceable. No part of this Arbitration Agreement will be construed against any Party because that Party wrote the Arbitration Agreement.
- E. Right to Change Your Mind.** This Arbitration Agreement may be revoked (i.e., rescinded or canceled) by written notice sent certified mail by any Party within thirty (30) days from the date the Resident moves in and takes occupancy of his/her Suite. However, if the alleged acts underlying or giving rise to a Dispute are committed prior to revocation as described above, the Dispute must be arbitrated as described in this Arbitration Agreement.

EACH OF THE UNDERSIGNED ACKNOWLEDGE THAT HE/SHE: (1) HAS READ AND FULLY UNDERSTANDS ALL FOUR (4) PAGES OF THIS ARBITRATION AGREEMENT; (2) UNDERSTANDS THAT BY SIGNING THIS ARBITRATION AGREEMENT, EACH HAS WAIVED HIS/HER OR ITS RIGHTS TO A TRIAL BEFORE A JUDGE AND/OR A JURY; (3) VOLUNTARILY CONSENTS TO ALL OF THE TERMS AND CONDITIONS OF THIS ARBITRATION AGREEMENT; AND (4) CERTIFIES THAT HE/SHE IS THE RESIDENT OR A PERSON AUTHORIZED BY THE RESIDENT OR OTHERWISE AUTHORIZED TO EXECUTE THIS ARBITRATION AGREEMENT.

RESIDENT OR LEGAL REPRESENTATIVE²:

Signature: _____

Print Name: _____ Date: _____

BENCHMARK SENIOR LIVING LLC

ON BEHALF OF THE COMMUNITY

Signature: _____

Print Name: _____ Date: _____

Title: _____

² The Legal Representative is a person authorized by the Resident and/or applicable law to make contract decisions on the Resident's behalf in connection with his or her residency at the Community. The Resident must have a Legal Representative if the Resident does not wish to, or is not capable of making contracting decisions on his or her own behalf.

APPENDIX A

Average Periodic Rate Change for Previous Five Years

New Pond Village

January 2023 – December 2023	Average Increase of \$261.00/mo. (5.9%)
January 2022 – December 2022	Average Increase of \$144.19/mo. (3.9%)
January 2021 – December 2021	Average Increase of \$132/mo. (3.5%)
January 2020 – December 2020	Average Increase of \$117/mo. (3.5%)
January 2019 – December 2019	Average Increase of \$117/mo. (3.5%)

Benchmark Senior Living operates two other CCRCs in Massachusetts: The Cottages at Willow Crossings and The Commons in Lincoln. We are including the average periodic rate changes for those two communities, as required by law, for your information:

The Cottages at Willow Crossings

January 2023 – December 2023	Average Increase of \$58.00/mo. (4.9%)
January 2022 – December 2022	Average Increase of \$62.55/mo. (5.5%)
January 2021 – December 2021	Average Increase of \$32.53/mo. (2.9%)
January 2020 – December 2020	Average Increase of \$30.59/mo. (3%)
January 2019 – December 2019	Average Increase of \$37/mo. (4%)

The Commons in Lincoln

January 2023 – December 2023	Average Increase of \$309.00/mo. (4.5%)
January 2022 – December 2022	Average Increase of \$290.48/mo. (5.9%)
January 2021 – December 2021	Average Increase of \$161.32/mo. (3.4%)
January 2020 – December 2020	Average Increase of \$150.25/mo. (3.5%)
January 2019 - December 2019	Average Increase of \$120/mo. (3.5%)

APPENDIX B

REFUND SELECTION

This Refund Selection is an important part of the continuing care contract (the “Contract”) dated _____, 20__ between: _____ (“You”) and New Pond Village OpCo LLC (“We” or “Us”), a Delaware limited liability company that operates the retirement community known as New Pond Village.

Resident must complete and sign this Refund Selection, which is incorporated by reference into the Contract and made a part thereof. Capitalized terms not defined in this Refund Selection have the meanings set forth in the Contract.

Resident understands that We offer two types of entrance fee refunds at New Pond Village:

- a 90% refundable entrance fee model under which the Resident (surviving Resident, in the case of two Residents in a Living Accommodation) or his or her designee or estate shall be entitled to receive the declining balance refund described below but may also elect to receive a refund of 90% of the Primary Entrance Fee upon termination of the Contract, subject to the timing and other conditions stated in the 90% refundable entrance fee language on pages 3-4 of this Appendix (note that, for lengthy occupancies, this model results in a significantly larger refund to you or your Legal Representative than the declining balance refund); and
- a declining balance entrance fee refund model under which the Resident (surviving Resident, in the case of two Residents in a Living Accommodation) or his or her designee or estate shall receive a refund equal to the Total Entrance Fee less an amount equal to 1% of the Total Entrance Fee for every month of residency at New Pond Village, upon termination of the Contract and under the conditions stated in the declining balance refund language on page 5 of this Appendix. This means that the refundable portion of the Total Entrance Fee declines over time and there will be no refund due to Resident once the Resident has lived at New Pond Village for 100 months.

Resident confirms that representatives of New Pond Village have explained the two types of entrance fee refunds and that Resident has had an opportunity to ask questions about the refund alternatives and to have those questions answered.

Resident is encouraged to consult with Resident's own advisors regarding the suitability of a specific refund alternative to Resident's own financial and other circumstances.

Living Accommodation Selected: _____, Unit No. _____

Resident selects:

☐ **90% Refundable Entrance Fee**

OR ☐ **Declining Balance Refund**

Important: Review refund language on pages 3-4 of this Appendix

Important: Review refund language on page 5 of this Appendix

Entrance Fees Associated with 90% refundable entrance fee alternative:

Entrance Fees Associated with declining balance refund alternative:

Entrance Fee: \$**Insert Amount**

Entrance Fee: \$**Insert Amount**

Second Person Entrance Fee, if applicable: \$**Insert Amount**

Second Person Entrance Fee, if applicable: \$**Insert Amount**

(Becomes nonrefundable over time)

(Refunded as part of the Total Entrance Fee)

The following refund language applies if you have selected the **90% refundable entrance fee** alternative above:

90% Refundable Entrance Fee. Residents have the right to receive a refund pursuant to Mass. Gen. Laws Chapter 93, Section 76 (“the Statutory Refund Amount,” described below) but you can choose to participate in our “90% Refundable Entrance Fee” Plan. In this Plan, We shall refund a portion of your Total Entrance Fee, as follows:

Your refund will be an amount that equals the greater of (i) 90% of the Primary Entrance Fee or (ii) the Total Entrance Fee less one percent (1%) of the Total Entrance Fee for each month of occupancy by You, in each case less any deductions for unpaid fees and expenses permitted by this Contract that have not been separately paid (the “Elected Refund Amount”). In consideration for refunding you or your estate the Elected Refund Amount, the Elected Refund Amount is subject to certain conditions. Specifically, the Elected Refund Amount shall be paid within sixty (60) days after (1) you have vacated and you or your Legal Representative or family have removed all possessions from the Living Accommodation; and (2) a new resident has signed a Residency Contract for your Living Accommodation, has paid the entrance fee therefor, and has commenced occupancy of the Living Accommodation (a “Qualified Resale”). If You elect this option in writing, we will periodically update you on progress towards a Qualified Resale of your Living Accommodation.

At any time after your initial election hereunder, You or your Legal Representative may notify us in writing that you have changed your mind and wish to receive the “Statutory Refund Amount” and accept it in lieu of the Elected Refund Amount. The Statutory Refund Amount entitles You to receive a refund equal to the Total Entrance Fee minus no more than one percent for each month of occupancy by You. In other words, You or your estate or designee are entitled to an amount that equals the Total Entrance Fee less one percent (1%) of the Total Entrance Fee for each month of occupancy by You, less any deductions for unpaid fees and expenses permitted by this Contract that have not been separately paid. This refund amount is payable when the resident leaves the facility or dies.

Notwithstanding anything in this Appendix B – Refund Selection or the Contract to the contrary, the Elected Refund Amount shall be paid to you or your estate (or assignee) by no later than the tenth anniversary of the date of termination of the Contract.

The following refund language applies if you have selected the **declining balance refund** alternative above:

Declining Balance Refund. Upon termination of the Contract from and after occupancy of the Living Accommodation as provided in Article VI, Section B, of the Contract, We shall refund a portion of your Total Entrance Fee minus no more than one percent for each month of occupancy by You, in accordance with MA General Laws Chapter 93, s. 76. In other words, You or your estate or designee are entitled to an amount that equals the Total Entrance Fee less one percent (1%) of the Total Entrance Fee for each month of occupancy by You, less any deductions for unpaid fees and expenses permitted by this Contract that have not been separately paid. This refund amount is payable when the resident leaves the facility or dies. (Note: The term “Total Entrance Fee” includes the amount of the Second Person Entrance Fee, if there was one.)

IN WITNESS WHEREOF, the parties hereto have executed this Appendix B – Refund Selection, as of the date and year first above written.

RESIDENT Enter Resident Name

Resident

Date

Legal Representative³ (if applicable)

RESIDENT Enter Resident Name

Resident

Date

Legal Representative⁴ (if applicable)

NEW POND VILLAGE OPCO LLC

By Its Agent, Benchmark Senior Living LLC

By: _____
Insert Name

Date

Title: _____

³ The Legal Representative is a person authorized by the Resident and/or applicable law to make health care and contract decisions on the Resident's behalf in connection with his or her residency at the Community. The Resident must have a Legal Representative if the Resident does not wish to, or is not capable of making, health care or contracting decisions on his or her own behalf.