



RESIDENCE AND CARE AGREEMENT

FOR

SUITE #

ENTRANCE FEE

NEWBURY COURT RESIDENCE AND CARE AGREEMENT

I. RECITALS

A. Agreement made this ____ date of _____ between _____ (hereinafter called "RESIDENT") and New England Deaconess Association, a non-profit Massachusetts corporation which owns and operates a continuing care retirement community known as NEWBURY COURT in Concord, Massachusetts. If a husband and wife or two other persons desiring to share a living accommodation at NEWBURY COURT enter into this Agreement, the term "RESIDENT" shall apply to them jointly and severally, and to the survivor of them.

B. RESIDENT has applied to NEWBURY COURT to occupy a living accommodation. A copy of RESIDENT'S Confidential Data Profile is appended hereto as Exhibit 1 and by this reference is made a part hereof.

C. As conditions precedent to the execution of this Residence and Care Agreement by NEWBURY COURT and as a condition of occupancy of a living accommodation, RESIDENT shall meet the following requirements to the satisfaction of NEWBURY COURT, subject to such exceptions as the Board of Directors of NEWBURY COURT may approve in writing:

1. Health

RESIDENT is required to obtain current information from a physician of RESIDENT'S choice at RESIDENT'S expense at the time of application for occupancy at NEWBURY COURT. RESIDENT shall furnish to NEWBURY COURT this information on a medical form to be provided by NEWBURY COURT (Physician's Statement) evidencing that, on the date of the examination, RESIDENT met the Personal Performance Criteria set forth in Exhibit 2. Additionally, RESIDENT shall furnish to NEWBURY COURT an updated physician report, as of a date not more than sixty (60) days prior to occupancy. RESIDENT must also meet with nursing personnel at NEWBURY COURT to determine what (if any) services may be needed to manage their personal activities of daily living.

2. Financial

RESIDENT shall furnish information to NEWBURY COURT with respect to RESIDENT'S financial resources demonstrating to NEWBURY COURT'S satisfaction that RESIDENT has the financial ability to pay the Entrance Fee, the Monthly Fee, charges for Additional Services, as hereinafter defined, and personal living expenses during the term of the Agreement. RESIDENT shall

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

3. Age

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

4. Application

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

II. FACILITIES PROVIDED BY NEWBURY COURT

A. Living Accommodation

1. RESIDENT has selected and NEWBURY COURT shall provide to RESIDENT the living accommodation described as Suite # occupied by RESIDENT under this Agreement, hereinafter called the "Living Accommodation"). The Living Accommodation shall conform in all material respects to the plan furnished to RESIDENT in the form attached hereto as Exhibit 3. NEWBURY COURT reserves the right to make changes to the living accommodation at any time. Any change to the living accommodation by NEWBURY COURT shall not be deemed a material change so long as any such change does not reduce the square feet of the unit. RESIDENT shall have the exclusive right to occupy and use the Living Accommodation, subject to the terms and conditions of this Agreement and the laws and regulations of the United States, The Commonwealth of Massachusetts or any political subdivision thereof. The Living Accommodation will be available for occupancy on October 30, 2013, (hereinafter called "Occupancy Date") provided, however, NEWBURY COURT shall not be liable for the failure to timely deliver the Living Accommodation due to fire, storm, earthquake or other casualty, or act of God or Force Majeure, by strike or lockout or other labor disputes of any kind, by government controls, or by other events or circumstances beyond the control of NEWBURY COURT. If RESIDENT has not paid the

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

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

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

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

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

B. Common Areas

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

C. Personal Service Facilities

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

D. Health Care Facilities

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

E. Parking Facilities

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

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

III. SERVICES PROVIDED BY NEWBURY COURT

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

The "FOUNDATION" Service Package includes:

1. Utilities. Sewer, water, heat, air-conditioning and electricity for the Living Accommodation are provided. Heat and air conditioning in a Living Accommodation shall be controlled by RESIDENT. The Living Accommodation is centrally wired for cable television and telephone hook-up. Installation and monthly cable and telephone charges will be paid by RESIDENT if service is desired. Cable and Internet service will be paid by the RESIDENT.
2. Emergency System. NEWBURY COURT will monitor emergency alert systems and coordinate emergency responses as appropriate.
3. Security. Each building entrance has a security access system, which is monitored by security personnel or by electronic devices.
4. Maintenance. NEWBURY COURT will maintain all grounds and common areas.
5. Transportation. NEWBURY COURT will provide local transportation to designated shopping, banking, planned group events, medical facilities, and other local destinations on a regularly scheduled basis.
6. Social and Recreational Programs. NEWBURY COURT will coordinate a variety of social, recreational, educational and cultural programs for RESIDENTS of NEWBURY COURT.

The "ADVANTAGE" Service Package includes all the services in the "FOUNDATION" package and:

7. Dining Service. One meal per day in the dining room at NEWBURY COURT. Meal credits may be used at any time during the month for RESIDENT'S meals or for guest dining (e.g., RESIDENT may use more than one meal credit per day). Any unused meal credits for any calendar month will be forfeited and

may not be applied as a credit against meal charges for any other calendar month. A RESIDENT absent from NEWBURY COURT for more than fourteen (14) consecutive days will receive a meal credit allowance (based upon raw food costs) prorated on a daily basis if RESIDENT gives NEWBURY COURT written notice at least ten (10) days in advance of commencement of said fourteen (14) day period. Advance notice is not required for health-related absences.

8. Housekeeping. Housekeeping of the Living Accommodation, consisting of light housekeeping, vacuuming, dusting, bathroom and kitchen cleaning, will occur on a scheduled basis every week. Flat linen will be picked up, laundered and delivered to the Living Accommodation once every week.
9. Health and Medical. NEWBURY COURT will arrange for RESIDENT'S access to (i) a flu vaccine inoculation, once per year and (ii) blood pressure screening on a schedule determined by NEWBURY COURT. NEWBURY COURT will assist RESIDENT to arrange for home health care services, at RESIDENT'S expense. (Refer to health care policy in Resident Handbook.)

IV. ADDITIONAL SERVICES

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

1. Housekeeping beyond that described in Article III.8 above.
2. Laundry service for personal items.
3. Transportation beyond that described in Article III.5 above.
4. Catering for special occasions.
5. Tray service for meals in the Living Accommodation.
6. Additional and guest meals beyond those available through the meal credits described in Article III.7 above.
7. Country store purchases.

8. Spa and Salon services.
9. Guest Suite Services
10. Personal and home care services.
11. Maintenance and repairs for which RESIDENT is responsible.
12. Outpatient Rehabilitation Services such as PT, OT or ST.
13. Other services beyond those included in Section III.

V. WELLNESS AND REHAB/MEMORY SUPPORT SERVICES

A. Transfer to Wellness and Rehab/Memory Support

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

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

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

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

RESIDENT acknowledges that RIVERCREST or THE GARDENS is not designed to care for persons who are afflicted with mental illness (except Alzheimer's Disease or conditions which result in characteristics substantially similar to persons having Alzheimer's Disease), contagious diseases, conditions related to drug and alcohol abuse, or other conditions that skilled nursing or assisted living communities are not licensed or otherwise qualified to treat. RESIDENT will not be able to transfer to (or continue residency in) RIVERCREST if RESIDENT has one of these conditions described above or NEWBURY COURT otherwise reasonably determines that such transfer (or continued residency) is or would be dangerous or detrimental to the life, safety, health or peace of RESIDENT or other residents. Under such circumstances, NEWBURY COURT will cooperate with RESIDENT or RESIDENT'S family or legal representative to identify a healthcare facility where RESIDENT can receive appropriate services and RESIDENT shall be responsible for payment for such services in accordance with Section C.1 below.

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

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

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

C. Payment for Other Medical Services.

1. Medical Services and Supplies. Other than as specifically provided in Section B above, RESIDENT shall be solely responsible for the cost of all medical services and supplies, including, without limitation: personal physician services, private duty nursing, inpatient and outpatient hospital services, laboratory and diagnostic services not rendered in conjunction with the services provided in this Agreement, audio logical tests and hearing aids, eye glasses and

refractions, dentistry, dentures, dental inlays and oral surgery, orthopedic appliances and other durable medical equipment, physical therapy, podiatry, professional care for psychiatric disorders (other than Alzheimer's Disease or conditions which result in characteristics substantially similar to persons having Alzheimer's Disease), treatment for alcohol and drug abuse, and renal dialysis, and other similar services.

2. Out-of-Area Illness or Accident. If RESIDENT is injured or suffers an illness while out of the area, RESIDENT shall be solely responsible for the cost of all nursing and medical care until RESIDENT is transferred to RIVERCREST. NEWBURY COURT is hereby authorized, but not obligated, to pursue through RESIDENT'S personal insurance reimbursement for any costs of nursing and medical care provided by NEWBURY COURT related to injuries sustained while RESIDENT is operating or is a passenger in a motor vehicle to the extent that such costs are not otherwise paid.

VI. FINANCIAL CONDITIONS

A. Fees

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

1. Entrance Fee. RESIDENT shall pay NEWBURY COURT an Entrance Fee in the amount of \$ in accordance with the following schedule:
 - a. Ten percent (10%) of the Entrance Fee, less the amount of any credits due RESIDENT, shall be paid by RESIDENT to NEWBURY COURT upon execution of this Agreement (the "Advance Payment"), unless such payment shall have already been paid at the time of reservation. Receipt of the Advance Payment is hereby acknowledged by NEWBURY COURT. The Advance Payment shall be deposited by NEWBURY COURT in a separate interest bearing account with a state or federally approved savings bank, registered in the names of RESIDENT and NEWBURY COURT (the "Escrow Account") and held in the Escrow Account until the earlier of termination of this Agreement or the date upon which the balance of the Entrance Fee shall have been received by NEWBURY COURT and RESIDENT is occupying the Living Accommodation.

- b. Until the Entrance Fee has been paid in full by RESIDENT to NEWBURY COURT, the Advance Payment held in the Escrow Account will not be pledged as security by NEWBURY COURT in connection with any obligation incurred by or on behalf of NEWBURY COURT, and will not otherwise be transferred or hypothecated by NEWBURY COURT. If any portion of the Entrance Fee, including the Advance Payment, shall be pledged or otherwise used by NEWBURY COURT for any lawful purpose after the Entrance Fee has been paid in full, no such use of the Entrance Fee shall alter NEWBURY COURT'S Entrance Fee refund obligations under this Agreement.

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

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

2. Monthly Fee and Other Payments.

- a. RESIDENT shall pay NEWBURY COURT monthly an amount determined by NEWBURY COURT ("Monthly Fee"). RESIDENT'S initial Monthly Fee for the Living Accommodation shall be that fee in effect on the OCCUPANCY DATE.
- b. Right to Adjust Fees. Not more than once each calendar year, NEWBURY COURT may make reasonable adjustments to the Monthly Fees to permit NEWBURY COURT to maintain the highest quality of service to RESIDENT. Adjustments to the Monthly Fees may be made more than once per calendar year if there is an aggregate projected increase in NEWBURY COURT operating and capital requirements (including, without limitation, water and sewer fees, rubbish removal, real estate taxes,

betterments and improvement assessment, and property and liability insurance premiums) during the calendar year of more than five percent (5%). Attached to this Agreement as Exhibit 5 is a table showing the frequency and percentage increases of the Monthly Fee adjustments made by NEWBURY COURT within the five (5) year period prior to the calendar year in which this Agreement is executed.

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

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

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

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

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

B. Insurance

1. Health Insurance.

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

2. Insurance Applications.

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

3. Automobile Insurance.

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

4. Personal Property Insurance.

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

C. Fee Adjustments for Altered Circumstances

1. Marriage or Other Joint Living Arrangements

- a. Marriage or Joint Living Arrangements between RESIDENTS. A RESIDENT who marries or desires to live with another person who also resides at NEWBURY COURT, shall thereafter jointly pay a new Monthly Fee equal to the double occupancy rate for the Living Accommodation they jointly occupy. The RESIDENT vacating his/her Living Accommodation shall be entitled to a refund in accordance with Article VII.B.4.

- b. Marriage or Joint Living Arrangement with a Non-RESIDENT. If RESIDENT marries or desires to live with another person who is not a resident of NEWBURY COURT, the non-resident may, provided he or she satisfies the requirements for acceptance as a resident of NEWBURY COURT, become a resident of NEWBURY COURT upon execution of a Residence and Care Agreement and payment of the applicable second person Entrance Fee and Monthly Fee.

2. Financial Inability to Pay

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

have the right to recover against RESIDENT or RESIDENT'S estate the aggregate amount of the RESIDENT'S Fees that has been subsidized by NEWBURY COURT, together with interest on the amount of the subsidy at an annual rate equal to the prime rate established by the financial institution, or its successor, for NEWBURY COURT on the effective date of termination plus one percent (1%). Such amount may be deducted by NEWBURY COURT from the amount of any Entrance Fee Refund that may be payable to RESIDENT or to his or her assignees or to RESIDENT'S estate under the terms of this Agreement.

- d. Financial Assistance. If RESIDENT'S resources are inadequate to meet his or her financial obligations to NEWBURY COURT, RESIDENT shall make every reasonable effort to obtain all available financial assistance. RESIDENT agrees not to make any gift of real or personal property or any investment subsequent to executing this Agreement that may materially impair RESIDENT'S ability, or the ability of his or her estate, to satisfy the financial obligations of RESIDENT under this Agreement.

3. Change of Accommodation.

- a. Change of Accommodation. NEWBURY COURT and RESIDENT may mutually agree that it is in the best interest of RESIDENT to relocate RESIDENT to another Living Accommodation at NEWBURY COURT.
- b. Transfer to a Hospital or Health Care Facility. NEWBURY COURT may transfer RESIDENT to RIVERCREST or THE GARDENS (or an alternative nursing care facility) in accordance with Article V, and RESIDENT may be admitted to a hospital upon the order of his or her physician. If, after consultation with RESIDENT (or, if he or she is not competent, RESIDENT'S representative), and RESIDENT'S Physician, it is the reasonable medical judgement of the Medical Director of RIVERCREST or THE GARDENS that RESIDENT requires permanent or long-term inpatient care in a hospital or at RIVERCREST or THE GARDENS (or an alternative health care facility), the Executive Director may require RESIDENT'S Living Accommodation to be vacated; provided, that such decision is made in accordance with the procedure set forth in Article V. In such case, RESIDENT or his/her representative shall make arrangements to remove RESIDENT'S personal belongings from the Living Accommodation within thirty (30) days (provided that no

other RESIDENT is then occupying such Living Accommodation) or, subject to compliance with any laws or regulations to the contrary, from a room at the nursing care facility within forty-eight (48) hours after written notification of such determination. RESIDENT shall remain obligated to pay the Monthly Fee, together with a holdover fee per month of up to twenty-five percent (25%) of the Monthly Fee, until RESIDENT'S personal belongings have been removed from the RESIDENT'S Living Accommodation. Payment for long term care facility services shall be made in accordance with Article V.B of this Agreement. No refund of any portion of the Entrance Fee shall be made upon RESIDENT'S transfer to a hospital or a long term care facility unless this Agreement is terminated by NEWBURY COURT or RESIDENT pursuant to the provisions set forth in Article VII.B of this Agreement.

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

pay an additional Entrance Fee in an amount equal to the difference between the Entrance Fee RESIDENT has previously paid and the then current Entrance Fee for the larger Living Accommodation. Following the move, RESIDENT will pay the Monthly Fee allocable to the larger Living Accommodation.

- f. Termination of Shared Living Arrangement. If two RESIDENTS sharing the Living Accommodation desire to separate, they may by mutual agreement choose among the following options:
 - (i) Retention of the Same Living Accommodation. One RESIDENT may leave NEWBURY COURT and the other RESIDENT may retain the Living Accommodation and pay the Monthly Fee for single occupancy thereof. No refund of any portion of the Entrance Fee will be made at that time.
 - (ii) Transfer to an Alternate Living Accommodation. One RESIDENT may move to another Living Accommodation, if and when available. Upon move-in, such RESIDENT shall be required to pay an additional Entrance Fee in an amount equal to the then current Entrance Fee for the new Living Accommodation less the portion of the Entrance Fee previously paid for the original Living Accommodation for double versus single occupancy of that accommodation. RESIDENT shall also pay the Monthly Fee for single occupancy of the new Living Accommodation.

VII. TERMINATION AND REFUNDS

A. Prior to Occupancy

- 1. Termination due to Death, Illness or Financial Condition.
 - a. If RESIDENT dies (or if RESIDENT is two persons, both die) prior to assuming occupancy of the Living Accommodation, then this Agreement shall automatically terminate. If RESIDENT is two persons, and only one person dies, the other person shall have the right to terminate this Agreement without penalty.
 - b. If the physical or mental condition of RESIDENT deteriorates (or if RESIDENT is two persons, the physical or mental condition of both deteriorates) prior to assuming

occupancy of the Living Accommodation to the extent that, after consultation with the Executive Director it is determined that RESIDENT(S) will be incapable of meeting the Personal Performance Criteria set forth in Exhibit 2, then this Agreement may be terminated by NEWBURY COURT by written notice to RESIDENT(S).

- c. If the financial condition of RESIDENT changes prior to assuming occupancy to the extent that, in the opinion of the Financial Review Committee, RESIDENT will be unable to meet RESIDENT'S financial obligations under this Agreement, then this Agreement may be terminated by NEWBURY COURT by written notice to RESIDENT.
- d. Upon termination of this Agreement pursuant to a. or b. above, NEWBURY COURT shall refund to RESIDENT or his or her legal representative, all amounts paid to NEWBURY COURT by RESIDENT, plus interest, less (i) any costs specifically incurred by NEWBURY COURT at the written request of RESIDENT and set forth in a written addendum to this Agreement signed by RESIDENT, and (ii) a Service Charge equal to one percent (1%) of the Entrance Fee.

2. Termination by RESIDENT

- a. At any time prior to assuming occupancy of the Living Accommodation, RESIDENT may terminate this Agreement without cause upon written notice to NEWBURY COURT.
- b. If the Living Accommodation is available for occupancy on the Occupancy Date, RESIDENT'S failure to occupy the Living Accommodation on the Occupancy Date shall be deemed a termination of this Agreement by RESIDENT unless an extension of the Occupancy Date has been agreed to in writing by RESIDENT and NEWBURY COURT.
- c. If the Living Accommodation is not available for occupancy on the Occupancy Date and RESIDENT has not previously terminated this Agreement, this Agreement shall be automatically terminated unless an extension of the Occupancy Date has been agreed to in writing by RESIDENT and NEWBURY COURT.
- d. Within thirty (30) days after the termination of this Agreement by RESIDENT, NEWBURY COURT will refund to RESIDENT or his or her legal representative, all

amounts paid plus interest to NEWBURY COURT by RESIDENT (excluding the Processing Fee), less any costs specified in the written addendum (if any) to this Agreement signed by RESIDENT, and less a Service Charge equal to one percent (1%) of the Entrance Fee.

B. After Occupancy

1. Termination by NEWBURY COURT. NEWBURY COURT reserves the right to terminate this Agreement at any time after RESIDENT assumes occupancy of the Living Accommodation for good cause, including but not limited to: a material breach by RESIDENT of RESIDENT'S obligation under this Agreement and after providing written notice to RESIDENT of such breach and a 30-day period in which to cure from receipt of the written notice; failure by RESIDENT to abide by the rules adopted by NEWBURY COURT and after providing written notice to RESIDENT of such failure to abide by such rules and a 30-day period in which to cure from receipt of the written notice; any material misrepresentations or omission by RESIDENT in connection with his or her application for residency at NEWBURY COURT; RESIDENT'S continued residence at NEWBURY COURT becoming seriously disruptive or threatening to the health or safety of RESIDENT or RESIDENT'S, or employees of NEWBURY COURT.

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

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

2. Termination by RESIDENT. RESIDENT has the right at any time after assuming occupancy of the Living Accommodation to terminate this Agreement by delivering to NEWBURY COURT a written notice of termination. The written notice need not cite any

reason for the termination but shall specify a date of termination which shall not be less than sixty (60) days nor more than one hundred twenty (120) days after the date the notice is given.

On or before the date of termination, RESIDENT shall move from NEWBURY COURT and vacate his or her Living Accommodation. Following the termination date, RESIDENT shall remain obligated to pay the Monthly Fee to NEWBURY COURT, together with a holdover fee per month of up to twenty-five percent (25%) of the Monthly Fee, until RESIDENT has vacated the Living Accommodation and removed RESIDENT'S personal property from the Living Accommodation. If the belongings are still in the Living Accommodation for any portion of a month, the full month's fee will be due. If this Agreement is terminated by RESIDENT under this Article VII, Section B.2, RESIDENT shall be entitled to a refund for a portion of the Entrance Fee in accordance with this Article VII, Section B.4 below.

3. Termination by Death.

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

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

- b. If two persons have entered into this Agreement as joint RESIDENTS, upon the death of one RESIDENT, this Agreement shall remain in effect as to the survivor. No refund of the Entrance Fee shall be paid to the estate of the

deceased RESIDENT at such time. The surviving RESIDENT shall thereafter pay an adjusted Monthly Fee based upon single occupancy of the Living Accommodation.

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

other unoccupied Living Accommodations.

C. Release of NEWBURY COURT.

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

VIII. RIGHTS AND OBLIGATIONS OF RESIDENT

A. Right of Privacy.

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

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

B. Responsibility for Damages.

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

C. INDEMNIFICATION of NEWBURY COURT by RESIDENT.

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

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

1. If RESIDENT fails to remove his or her personal property from his or her Living Accommodation (or room in RIVERCREST or THE GARDENS) on or before the effective date of termination of this Agreement for any reason, NEWBURY COURT shall have the right (but not the obligation), in compliance with applicable law, to remove RESIDENT'S property and to store it at RESIDENT'S expense. If stored at a commercial warehouse and providing notice to RESIDENT has been given in writing, NEWBURY COURT shall have no further responsibility for the property.
2. In the case of RESIDENT'S death, NEWBURY COURT shall release all property of RESIDENT to the person(s) designated by RESIDENT in writing to receive it, or if no such person(s) shall have been designated, then to RESIDENT'S executor or administrator, or if no executor or administrator qualifies within thirty (30) days of RESIDENT'S death, then to RESIDENT'S next of kin. NEWBURY COURT will hold such property for not more

than thirty (30) days following RESIDENT'S death at the risk of RESIDENT'S estate or of the persons entitled to receive the property. NEWBURY COURT will exercise ordinary care in safeguarding the property during that time. RESIDENT hereby grants to NEWBURY COURT a limited power of attorney to hold and deliver RESIDENT'S property as provided herein, including the authority to store it at RESIDENT'S expense in a commercial warehouse, if it has not been removed from the Living Accommodation within thirty (30) days of RESIDENT'S death.

- E. RESIDENT agrees to provide an updated medical history to NEWBURY COURT every twelve (12) months, or when a major health change has occurred, whichever is earlier. NEWBURY COURT, in its sole discretion, will determine, after consultation with RESIDENT, whether additional healthcare services are necessary for RESIDENT'S continued well-being in the present Living Accommodation. RESIDENT agrees to contract and pay for any additional services in order to remain in the Living Accommodation.
- F. RESIDENT has the right to refuse medical treatment and receive hospice care in accordance with the terms of RESIDENT'S Living Will and Health Care Proxy.

IX. OTHER CONDITIONS

A. Power of Attorney and Guardianship.

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

B. Delegation by the Executive Director or Medical Director.

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

C. Guest Policies.

A RESIDENT may have a guest in the Living Accommodation for up to two (2) weeks. For more than two weeks the written consent of the

Executive Director of NEWBURY COURT must be obtained. The intent of such policies shall be to permit stays of short duration by guests of RESIDENT where such stays will not, in the opinion of the Executive Director, adversely effect NEWBURY COURT RESIDENTS.

D. Pets.

One small dog, one domestic cat, a caged bird or fish may be kept in the Living Accommodation only with the prior written approval of the Executive Director, whose approval may be revoked at any time. RESIDENT will be responsible for cleanliness, litter and any damage caused by any pet and NEWBURY COURT, in its sole discretion, may require RESIDENT to pay a deposit to cover such expenses. RESIDENT agrees to give up the pet upon the request of the Executive Director. A separate "Pet Agreement" must be signed if RESIDENT wishes to keep a pet at NEWBURY COURT.

E. Smoke Free Environment.

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

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

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

G. Rules Adopted by NEWBURY COURT.

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

H. Non-Discrimination.

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

I. Sole Responsibility.

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

J. Photo Release.

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

K. Entire Agreement.

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

L. Notices.

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

M. Non-Transferability.

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

N. Oral Modification.

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

O. Joint and Several Liability.

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

P. RESIDENT'S Association.

The Newbury Court Resident's Association consists of all RESIDENTS physically occupying a Living Accommodation in NEWBURY COURT. Each RESIDENT is automatically a member of the Association. The purpose of the Association is to further common RESIDENT interests and activities, to communicate and cooperate with those directly charged with the operation and management of NEWBURY COURT in establishing and promoting the well-being of RESIDENTS and to take appropriate action necessary to implement the same.

Q. Right of Management.

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

R. Right of Subrogation.

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

S. Representation.

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

T. Documentation.

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

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

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

RESIDENT: _____

RESIDENT: _____

ADDRESS: _____

WITNESS:

Newbury Court
100 Newbury Court
Concord, Massachusetts 01742

By: _____

Title: _____